AGENDA
REGULAR MEETING
LOCAL TRANSPORTATION AUTHORITY

DATE: Thursday, November 15, 2018
3:00 P.M.

LOCATION: Board of Supervisors Chambers
481 Fourth Street, Hollister, CA 95023

DIRECTORS: Chair Jaime De La Cruz, Vice Chair Tony Boch
Directors Anthony Botelho, Jim Gillio, and Ignacio Velazquez
Alternates: San Benito County: Jerry Muenzer;
City of Hollister: Mickie Solorio Luna; San Juan Bautista: Jim West

Persons who wish to address the Board of Directors must complete a Speaker Card and give it to the Clerk prior to addressing the Board. Those who wish to address the Board on an agenda item will be heard when the Chairperson calls for comments from the audience. Following recognition, persons desiring to speak are requested to advance to the podium and state their name and address. After hearing audience comments, the Public Comment portion of the agenda item will be closed. The opportunity to address the Board of Directors on items of interest not appearing on the agenda will be provided during Section B, Public Comment.

3:00 P.M. CALL TO ORDER:

A. ACKNOWLEDGE Certificate of Posting

B. PUBLIC COMMENT: (Opportunity to address the Board on items of interest not appearing on the agenda. No action may be taken unless provided by Govt. Code Sec. 54954.2. Speakers are limited to 3 minutes.)

CONSENT AGENDA:

(These matters shall be considered as a whole and without discussion unless a particular item is removed from the Consent Agenda. Members of the public who wish to speak on a Consent Agenda item must submit a Speaker Card to the Clerk and wait for recognition from the Chairperson. Approval of a consent item means approval as recommended on the Staff Report.)

1. APPROVE Local Transportation Authority Draft Meeting Minutes Dated October 18, 2018 – Gomez

2. RECEIVE Specialized Transportation/Jovenes de Antaño September 2018 Monthly Service Reports – Valentine

3. RECEIVE County Express/MV Transportation September 2018 Monthly Operations Reports – Valentine
REGULAR AGENDA:

4. Operations Contracts for County Express and Specialized Transportation – Valentine

   a. **APPROVE** the Contract with MV Public Transportation, Inc. for Operation of San Benito County Express
   
   b. **APPROVE** the Contract with Jovenes de Antaño for Operation of Specialized Transportation

Adjourn to LTA Meeting on Thursday, December 20, 2018. Agenda deadline is December 4, 2018 at 12:00 p.m.

In compliance with the Americans with Disabilities Act (ADA), if requested, the Agenda can be made available in appropriate alternative formats to persons with a disability. If an individual wishes to request an alternative agenda format, please contact the Clerk of the Council four (4) days prior to the meeting at (831) 637-7665. The Local Transportation Authority Board of Directors meeting facility is accessible to persons with disabilities. If you need special assistance to participate in this meeting, please contact the Clerk of the Board's office at (831) 637-7665 at least 48 hours before the meeting to enable the Council of Governments to make reasonable arrangements to ensure accessibility.
Chair De La Cruz, Vice-Chair Boch, Director Botelho, Director Gillio, and Director Velazquez

STAFF PRESENT:
County Counsel, Shirley Murphy; Executive Director, Mary Gilbert; Transportation Planner, Veronica Lezama; Transportation Planner, Regina Valentine; Secretary, Monica Gomez

OTHERS PRESENT:
Mary Leon, Leona Medearis-Peacher, MV Transportation

CALL TO ORDER:
Chair De La Cruz called the meeting to order at 3:28 p.m.

A. CERTIFICATE OF POSTING
Upon a motion duly made by Director Gillio, and seconded by Director Boch, the Directors unanimously acknowledged the Certificate of Posting. Vote: 5/0 motion passes.

B. PUBLIC COMMENT:
None

CONSENT AGENDA:
1. Approve Local Transportation Authority Draft Meeting Minutes Dated September 20, 2018 – Gomez
2. Receive Specialized Transportation/Jovenes de Antaño August 2018 Monthly Service Report – Valentine
4. Adopt Resolution 18-06 Authorizing the Filing of a Claim for Allocation of Transportation Development Act Funds for Fiscal Year 2017/2018 – Postigo

There was no public comment on the consent agenda.

Upon a motion duly made by Director Botelho, and seconded by Director Gillio, the Directors unanimously approved Items 1-4 from the Consent Agenda. Vote: 5/0 motion passes.

REGULAR AGENDA:
5. Approve the San Benito County Local Transportation Authority’s Transit Asset Management Plan – Valentine

Ms. Valentine reported that as a new requirement to be eligible for Federal Transit Administration (FTA) Section 5311 operating assistance funds through Caltrans, sub-recipients, such as the Local Transportation Authority (LTA), must prepare a Transit Asset Management (TAM) Plan every four years. As an additional part of the annual National Transit Database FTA Section 5311 report, LTA must provide updates on how well the agency is implementing our TAMd Plan. In general, the TAM Plan is a great planning tool for LTA...
and provides FTA an estimate of the backlog of State of Good Repair costs nationwide to help direct infrastructure investment.

There was no further discussion or public comment.

_Upon a motion duly made by Director Velazquez, and seconded by Director Boch, the Directors unanimously approved Item 5 as noted above. Vote 5/0 motion passes._

_Upon a motion duly made by Director Boch, and seconded by Director Gillio, the Directors unanimously adjourned the LTA meeting at 3:33 p.m. Vote: 5/0 motion passes._

**ADJOURN TO LTA MEETING NOVEMBER 15, 2018.**
# Jovenes de Antaño
## Specialized Transportation Services
### Monthly Service Report - September 2018

## WEEKDAYS

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## NOTES

### Jovenes de Antaño
Specialized Transportation Services
Monthly Service Report - September 2018

#### OUT OF COUNTY

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### REVENUE HOURS

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### SENIOR LUNCH

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### Combined Totals 554.00
September 2018
San Benito County Express Monthly Operations Report
Operated by MV transportation

Year to Year comparison

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### SATURDAY

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<th>Token Fares Collected</th>
<th>Token Sales</th>
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### SUNDAY

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### MONTH

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<th>Token Fares Collected</th>
<th>Token Sales</th>
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<td>$ 1,814.32</td>
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<td>448.93</td>
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<td>$ 291.80</td>
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### FISCAL YEAR TO DATE

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<th>Token Fares Collected</th>
<th>Token Sales</th>
<th>Service Days</th>
<th>Invoiced</th>
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### ADDITIONAL INFORMATION

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### NOTES

Greyhound Bikes = 4 Garvian Bikes = 42 Caltrain Bikes = 7 Fixed Route = 6
### Fixed Route Passenger CT

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**Totals:**
- Business: 524
- Clockwise: 863
- Counter: 1118
- Sunnyslope: 47
- Southside: 305
- Fixed Subtotal: 2857

**Daily Average:**

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<td>45</td>
<td>59</td>
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</tr>
</tbody>
</table>
Staff Report

To: Local Transportation Authority  
From: Regina Valentine, Transportation Planner  
Date: November 15, 2018  
Subject: Operation Contracts for County Express and Specialized Transportation

Recommendation:

a. APPROVE the Contract with MV Public Transportation, Inc. for Operation of San Benito County Express

b. APPROVE the Contract with Jovenes de Antaño for Operation of Specialized Transportation

Summary:

The Local Transportation Authority (LTA) operates and administers County Express and Specialized Transportation services through contracts. The current contracts expire on December 31, 2018. This year LTA completed a competitive process to procure operators for its transportation services. Staff is requesting the LTA Board approve the contracts with MV Public Transportation, Inc. to operate County Express and with Jovenes de Antaño to operate Specialized Transportation for services effective January 1, 2019.

Financial Considerations:

Funding for the County Express and Specialized Transportation operations is provided through the Federal Transit Act Section 5311 Operating Assistance program administered by Caltrans, Transportation Development Act fund, and passenger fares. The 2019 contracts are structured with a three-year base term and five option years. Over the length of eight years, the contract for County Express service has a maximum obligation of $10,701,527 and for Specialized Transportation service a maximum obligation of $2,707,661.

Background:

In 2010, LTA entered into contracts with MV Public Transportation, Inc. for operation of its public transportation service, County Express, and with Jovenes de Antaño for operation of its Specialized Transportation. LTA has the established County Express and Specialized Transportation service providers under contract through December 31, 2018.

This year LTA completed a competitive process to procure operators for its transportation services. The Request for Proposals (RFP) was released May 18, 2018 with proposals due August 7, 2018. Proposers had the option of proposing to operate only County Express or only Specialized Transportation services, or were able to propose to operate both services under one contract.
Staff Analysis:

Staff received a total of four proposals, one to operate only County Express (First Transit), two to operate only Specialized Transportation (Jovenes de Antaño and Capital Transit), and one to operate both services under one contract (MV Public Transportation). One of the proposals to operate only Specialized Transportation was found to be non-responsive. Staff extended invitations for interviews to the three remaining firms.

Before the interviews, staff provided the Selection Committee (composed of LTA staff, two members of the Board of Directors, and a representative from the Seniors Council) hard copies of each proposal to review and score sheets. The Selection Committee members were asked to complete preliminary scoring based on the proposals with the opportunity to adjust their scores after the interviews. As outlined in the RFP, scores were based on the proposer’s technical response, proposed personnel, the experience and qualifications of the proposer, cost, and whether the firm retains the existing contractor’s employees.

Interviews were held on August 27, 2018 followed by Selection Committee deliberation to further adjust scoring. To provide an opportunity for further clarification needed for questions that could not be answered during the interviews, Best and Final Offers were solicited from the firms. With this information the Selection Committee members were able to establish final scores (out of 770):

<table>
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<th>Firm</th>
<th>County Express Score</th>
<th>Specialized Transportation Score</th>
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<tbody>
<tr>
<td>First Transit</td>
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<tr>
<td>MV Public Transportation</td>
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<td>653</td>
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<tr>
<td>Jovenes de Antaño</td>
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<td>655</td>
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</table>

Based on the final scores provided by the Selection Committee, staff is requesting the LTA Board approve the contracts with MV Public Transportation, Inc. to operate County Express and with Jovenes de Antaño to operate Specialized Transportation for services effective January 1, 2019.

Because LTA receives part of the funding for these contracts through Caltrans from the Federal Transit Act Section 5311 Operating Assistance program, Caltrans is required to approve the contracts before execution. Drafts of the contracts are included with this staff report as staff is still awaiting approval from Caltrans. Staff anticipates providing the final contracts in hard copy during the LTA Board meeting.

Executive Director Review:___________ Counsel Review: ___Yes___

Attachments:
1. Draft Contract with MV Public Transportation, Inc. for Operation of County Express
2. Draft Contract with Jovenes de Antaño for Operation of Specialized Transportation
# Agreement for Management and Operations

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1 AGREEMENT FOR MANAGEMENT AND OPERATIONS

AGREEMENT FOR
TRANSPORTATION MANAGEMENT AND OPERATIONS SERVICES

This AGREEMENT for management of the San Benito County Express hereinafter referred to as “CE”, is made and entered into this 15th day of November 2018 by and between the San Benito County Local Transportation Authority, hereinafter referred to as “LTA” and, MV Public Transportation, Inc., hereinafter referred to as “CONTRACTOR”.

WITNESSETH

WHEREAS, the LTA has determined that it requires management and operation services for its CE public transit system; and

WHEREAS, CONTRACTOR has represented that it has the necessary expertise and personnel and is qualified to perform such services;

NOW, THEREFORE, it is mutually understood and agreed as follows:

1.1 Complete Agreement

This AGREEMENT and the attachments and documents incorporated herein constitute the complete and exclusive statement of the terms of the AGREEMENT between the LTA and the CONTRACTOR and it supersedes all prior representations, understanding and communications. The invalidity in whole or in part of any provision of this AGREEMENT shall not affect the validity of other provisions. Either party’s failure to insist in one or more instances upon the performance of any term or terms of this AGREEMENT shall not be construed as a waiver or relinquishment of that party’s right to such performance by the other party.

1.2 LTA Designated Representatives

The Executive Director or his/her designee shall have the authority to act for and exercise any of the rights of the LTA as set forth in this AGREEMENT, subsequent to the authorization of the Board of Directors of the LTA.

1.3 Employment of the Contractor

LTA hereby engages the CONTRACTOR and the CONTRACTOR agrees to perform the services hereinafter described in connection with the management and operation of County Express (“CE”).
1.4 Independent Contractor

CONTRACTOR’S relationship to LTA in performance of this AGREEMENT is that of an independent contractor. The personnel performing services under this AGREEMENT shall at all times be under CONTRACTOR’S exclusive direction and control and shall be employees of CONTRACTOR and not employees of LTA. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this AGREEMENT and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers compensation insurance, and similar matters.

CONTRACTOR shall notify its employees by written notice that any and all obligations in connection with their employment are those of the CONTRACTOR and not of the LTA.

1.5 Scope of Work

Subject only to the general policies and direction of the LTA with regard to CE management and operation, and to the provisions and requirements of this AGREEMENT, CONTRACTOR shall, upon receiving LTA’s notice to proceed, do all things necessary to supervise and operate CE in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

1.6 Changes in Scope of Work

It is understood and agreed by LTA and CONTRACTOR that it may be necessary during the term of this AGREEMENT, to modify its provisions or to revise the scope and/or extent of CE system operations.

1.6.1 Amendment

In each such instance, LTA and CONTRACTOR shall consult with each other and shall come to a mutually acceptable agreement as to the nature of the required modification or revision desired. Each modification or revision required shall be reduced to writing, and when appropriately executed by both parties, shall constitute an amendment to this AGREEMENT.

Each amendment will be identified and sequentially numbered as “Amendment No. 1” and so forth, shall be subject to all of the other applicable provisions of this AGREEMENT, and shall be attached to EXHIBIT E, entitled “APPROVED AMENDMENTS TO CE AGREEMENT”. Until an amendment has been approved in the foregoing manner, it shall have no force or effect.
1.6.2 Minor Changes

Notwithstanding the above, LTA, without invalidating the AGREEMENT, may from time to time order minor changes in the scope and/or extent of CE system operations involving routes, service area boundaries, schedules, operating hours, bus stop locations, and so forth, to respond to demand, special events and other occurrences without requiring an amendment pursuant to this Section, provided that such changes do not result in a change in the number of annual vehicle revenue hours of more than twenty (20%). Such changes shall be made by written sequentially numbered change order.

1.7 Term of Agreement

1.7.1 Base Term

This AGREEMENT shall become effective January 1, 2019 and shall continue in full force and effect through December 31, 2021, unless earlier terminated as provided herein. The first three years of the AGREEMENT shall be known as “base years”.

1.7.2 Option Years

Prior to completion of the three (3) year Base Term, the LTA, at its sole discretion, may extend the AGREEMENT for a one-year option term. Prior to the end of that option year and each option year thereafter, the LTA, at its sole discretion, may extend the AGREEMENT for an additional one-year option term. The LTA may extend the base AGREEMENT for a maximum of five (5) one-year option terms. If the LTA does not extend the AGREEMENT per this section, it shall expire as provided for in Section 1.7.1, Section 1.16 or on the last day of the most current option year extension approved by the LTA. Payment for Option years is shown in Section 1.8.

It is mutually understood and agreed that all work performed and services provided during the option terms shall be in strict compliance with all of the requirements of this AGREEMENT as such may be amended from time to time by mutual agreement. It is mutually understood and agreed that LTA is under no obligation whatsoever to extend the AGREEMENT beyond the three (3) base years and that no representations have been made by LTA committing the AGREEMENT to continue into the option years, and that LTA may proceed with alternate methods of providing CE transit services during the time periods otherwise covered by the option years.
1.7.3 Month-to-Month Extensions

Upon completion of the base term plus option years of this AGREEMENT, LTA, at its sole discretion, may extend the term of this AGREEMENT on a month-to-month basis up to a maximum of six (6) months. The CONTRACTOR acknowledges and agrees that it shall, upon exercise of the month-to-month extensions by the LTA, provide the services described hereunder in satisfaction of all requirements of this AGREEMENT. LTA shall notify CONTRACTOR in writing of such extensions on or before September 1 of the termination of the last option year of the AGREEMENT. The compensation rates in effect during the last monthly period of the final option year of this AGREEMENT shall remain in effect during any such month-to-month extension.

1.8 Compensation for Services

1.8.1 Base Compensation

In consideration for CONTRACTOR’S performance of services under this AGREEMENT, LTA shall compensate CONTRACTOR as shown for each year of the AGREEMENT in the following table, a fixed payment per month plus a rate per revenue vehicle hour for each revenue vehicle hour operated at the direction of the LTA in compliance with Exhibit A, Scope of Work.

<table>
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<th>Dates for which Rates are Effective</th>
<th>Fixed Payment Per Month</th>
<th>Rate per Revenue Vehicle Service Hour</th>
</tr>
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<tr>
<td>January 1, 2019 through December 31, 2019</td>
<td>$29,125</td>
<td>$38.22</td>
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<tr>
<td>January 1, 2020 through December 31, 2120</td>
<td>$29,923</td>
<td>$39.01</td>
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<tr>
<td>January 1, 2021 through December 31, 2021</td>
<td>$30,618</td>
<td>$40.35</td>
</tr>
<tr>
<td>January 1, 2022 through December 31, 2022</td>
<td>$31,324</td>
<td>$41.36</td>
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<tr>
<td>January 1, 2023 through December 31, 2023</td>
<td>$31,855</td>
<td>$42.75</td>
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<tr>
<td>January 1, 2024 through December 31, 2024</td>
<td>$32,075</td>
<td>$43.72</td>
</tr>
<tr>
<td>January 1, 2025 through December 31, 2025</td>
<td>$33,313</td>
<td>$44.63</td>
</tr>
<tr>
<td>January 1, 2026 through December 31, 2026</td>
<td>$34,175</td>
<td>$45.01</td>
</tr>
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1.8.2 Vehicle Delivery Expense Reimbursements

LTA shall reimburse CONTRACTOR at the rate per revenue vehicle service hour shown in Section 1.8.1 for each hour a vehicle is in operation and is necessary to deliver vehicles to LTA designated suppliers and vendors for repair and servicing, as directed by LTA. No reimbursement shall be paid if vehicle delivery is necessary to correct loss or damage that is determined by LTA to be due to collision, vandalism, theft, or abuse, regardless of the party at fault, while the vehicle was under CONTRACTOR’s care and control.

1.8.3 Compensation for Unanticipated Additional Services

In the event that additional services are undertaken by CONTRACTOR either at the direction of the LTA or as the result of written authorization provided by LTA to CONTRACTOR, payment to CONTRACTOR shall be adjusted to compensate CONTRACTOR for actual cost incurred to provide said additional services. CONTRACTOR shall provide documentation of costs incurred satisfactory to LTA including, but not limited to, receipts, invoices and other documents that may be required by LTA, copies of which shall be attached to CONTRACTOR’s invoice. Said charges shall be included as a separate line item in CONTRACTOR’s monthly invoice.

1.9 Invoice; Payment

1.9.1 Invoice

On or before the 10th day of each month, CONTRACTOR shall submit an invoice to the LTA, Attention: Transportation Planner. Said invoice shall itemize CONTRACTOR’S full and complete performance hereunder for the previous monthly period. Invoices shall be in such form and shall incorporate such supporting documentation as the LTA may from time to time require. At a minimum, CONTRACTOR shall provide the following itemization for each invoice submitted:

a. Vehicle Revenue Hour Charges shall be directly traceable by LTA to CE as identified in Exhibit A - Scope of Work, or revisions thereto, and operator trip sheets.

b. Fixed monthly payment

c. Other Charges for which prior authorization has been provided by LTA, but not covered in the Fixed Monthly Rate or Fixed Vehicle Revenue Hour, shall be billed monthly with charges directly traceable to receipts, bills, etc., copies of which shall be attached to the invoice.
1.9.2 Payment

All payments by LTA shall be made in arrears after the service has been provided. Within thirty (30) days following receipt of CONTRACTOR’S invoice, LTA shall pay all reasonable and allowable items in said invoice for services or supplies previously approved by LTA. If LTA disputes any item on an invoice for a reasonable cause, LTA may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deletions shall be documented to CONTRACTOR within thirty (30) working days after receipt of invoice by LTA.

1.10 Deductions From Payment

1.10.1 Application of Deductions to Invoice

Deductions from CONTRACTOR’S monthly payment shall be made as described in this section. Said deductions shall be shown by CONTRACTOR on its monthly invoice if known in advance of the invoice due date or may be deducted by LTA from CONTRACTOR’S payment as determined appropriate by LTA.

1.10.2 Vehicle and Equipment Damage Repair Costs

CONTRACTOR shall be responsible for the cost of all repairs to LTA vehicles and equipment, regardless of the party found to be at fault for the damage, to correct loss or damage due to collision, vandalism, theft, abuse or as the result of CONTRACTOR filling a vehicle fuel tank with improper fuel, if such damage occurred while the vehicle was under CONTRACTOR’S care and control. Cost of repairs shall include all parts, labor, vehicle transportation or towing, and other costs associated with completing necessary repairs. If LTA determines that vehicle or equipment loss or damage occurred while under CONTRACTOR’S care and control, LTA will notify CONTRACTOR and will complete the repairs or have the repairs completed by a third party, and the cost of said repairs shall be deducted from payments due CONTRACTOR. Alternatively, LTA may, at its discretion, direct CONTRACTOR to expeditiously affect repairs. Repairs undertaken by CONTRACTOR shall be completed to LTA’s satisfaction. If any repairs undertaken by CONTRACTOR are not satisfactory to LTA, at its sole discretion LTA may allow CONTRACTOR an opportunity to correct the repair to LTA’s satisfaction at CONTRACTOR’S cost, or LTA may arrange for repairs itself and bill CONTRACTOR for the full cost of the repairs.

For labor costs incurred by the LTA for work performed by its employees related to repair of vehicles as described in this section, LTA shall charge CONTRACTOR at the rate of $39.75 per labor hour to cover LTA staff wages, benefits and overhead. Said rate per labor hour shall be adjusted on January 1 of each year in a percentage amount equal to the percent change in the United States Average Consumer Price Index. For parts and services LTA obtains from third party vendors, LTA shall charge CONTRACTOR a ten percent (10%) markup on the costs of the parts or services provided by the third party vendors.

1.10.3 Taxes and Other Obligations

CONTRACTOR agrees that LTA shall have the right to deduct from any payments specified in Section 1.8 any amount owed to LTA by CONTRACTOR as a result of any obligation arising prior to, or after, the execution of this AGREEMENT. For purposes of
this Section, obligations arising prior to, or after, the execution of this AGREEMENT may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If LTA exercises the right to reduce the consideration specified in Section 1.8, LTA, at the time of making a reduced payment, shall give CONTRACTOR notice of the amount of any offset and the reason for the reduction.

1.10.4 Liquidated Damages

CONTRACTOR and LTA acknowledge and agree that LTA may suffer substantial damage in the event CONTRACTOR acts or fails to act in the manner set forth in following items a through j of this section. The parties further agree that the amount of the damage is difficult, if not impossible, to ascertain due to the nature of this AGREEMENT and the nature of such damages. Accordingly, the parties hereto have determined to establish the provision of this Section as LTA’s compensation for damages for such acts or failures to act, and not as a penalty, and further agree that such damages are reasonable. Liquidated damages will not be assessed sooner than three months after the initiation of services or when significant service changes are made under this AGREEMENT.

CONTRACTOR shall determine if the Liquidated Damages described in this section should be assessed and include such assessments as a line item deduction in its monthly invoice. LTA may also assess liquidated damages at its discretion based on its observations, that of one of its authorized monitors, or after a fully investigated and validated complaint and deduct said Liquidated Damages from CONTRACTOR’s payment. Liquidated Damages are described as follows for CONTRACTOR’s act(s) or failure(s) to act:

a. Five Hundred Dollars ($500) per incident for each day that a vehicle or vehicles in revenue service are not maintained in a clean condition, in accordance with contract standards.

b. Five Hundred Dollars ($500) per incident for each day, beginning on the sixth day, that CONTRACTOR fails to deliver an operable vehicle for repair and/or servicing following a written request by LTA maintenance staff.

c. One Thousand dollars ($1,000) per incident for each occurrence that: (1) due to driver negligence, a wheelchair becomes unfastened from its tie down(s) while being transported, or (2) a bus does not stop for a passenger in a wheelchair waiting for the bus within thirty (30) feet of a designated, signed bus stop.

d. Fifty Dollars ($50) per incident for each occurrence, up to a maximum of $1,000 per day, that a fixed route driver fails to call major bus stops, in accordance with 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).

e. One Thousand Dollars ($1,000) per incident for each occurrence that a scheduled departure from a bus route origination point is a missed run, based on the definition set forth in EXHIBIT A, Scope of Work.

f. One hundred dollars ($100) per incident for buses departing before the time check point published in the CE system’s timetables will be assessed up to a maximum of one thousand dollars ($1,000) for each calendar month of operation.
g. Two hundred dollars ($200) for each instance wherein a bus operated by one of CONTRACTOR’s employees or subcontractors enters an intersection after the traffic signal has changed to red for the direction in which the bus is travelling.

h. Fifty Dollars ($50) per calendar day that CONTRACTOR fails to submit a required monthly report after the specified due date in EXHIBIT A, Scope of Work.

i. One Hundred Dollars ($100) per calendar day that CONTRACTOR fails to maintain the transit facilities as required by EXHIBIT A, Scope of Work.

j. Five hundred dollars ($500) for each month that overall on-time performance falls below 90% as determined by a method for tracking on-time performance agreed upon by LTA and CONTRACTOR pursuant to Scope of Work Section 2.2.10. “On-time” shall be defined as departing a scheduled time point between zero (0) minutes and five (5) minutes late. Trips leaving stops prior to the scheduled time of departure are considered to not be on-time.

The determination of whether or not to assess liquidated damages shall be at the sole discretion of the LTA. LTA shall be entitled to take such other legal remedies as may be appropriate for such acts or failures to act, including but not limited to termination of this AGREEMENT.

1.11 Maximum Obligation

Notwithstanding any provisions of this AGREEMENT to the contrary, LTA and CONTRACTOR mutually agree that LTA’S maximum cumulative obligation is limited to ten million, seven hundred and one thousand, five hundred twenty-seven dollars ($10,701,527) including amounts payable to CONTRACTOR for leases, materials, and costs arising from or due to, termination of this AGREEMENT. It is the intent of the parties hereto that said maximum obligation shall be sufficient to compensate CONTRACTOR for services performed for eight (8) years, and that said maximum obligation may have to be amended if CONTRACTOR provides services for LTA subsequent to that time period.

In the event that the maximum cumulative obligation provided hereinabove is reached, CONTRACTOR shall have no obligation to perform any additional work under this AGREEMENT and, any work performed or expenditures incurred by the CONTRACTOR over and above the cumulative obligation amount specified above shall be the sole risk of the CONTRACTOR.

In the event that LTA does not intend to amend this maximum obligation amount, LTA shall so notify CONTRACTOR by written notice at least one month before the maximum obligation amount specified herein is estimated to be reached. For purposes of amending this AGREEMENT to provide for additional funding of the maximum obligation amount specified hereinabove, only the Board of Directors of the LTA shall have authority to obligate LTA.
1.12 Operating Revenues

All operating revenues collected by CONTRACTOR are the property of LTA. For the purposes of this AGREEMENT, operating revenues shall include but not necessarily be limited to farebox receipts and tokens/pass sales revenue. CONTRACTOR shall be responsible for handling farebox receipts and tokens/pass sales revenues in the manner discussed in the attached EXHIBIT A, Scope of Work, and as necessary for LTA to meet the requirements of State and Federal funding sources.

1.13 Insurance; Bonds; Performance Guarantee

With respect to performance of work under this AGREEMENT, CONTRACTOR shall secure and maintain, and shall require all of its subcontractors to maintain, insurance as described below:

1.13.1 Workers’ Compensation Insurance and Employer’s Liability Insurance

Workers’ Compensation Insurance with statutory limits, and Employer’s Liability Insurance with limits of not less than one million dollars ($1,000,000) per occurrence. CONTRACTOR certifies that it is aware of the provisions of the Labor Code of the State of California, which require every employer to be insured against Workers’ Compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work of this AGREEMENT.

1.13.2 Comprehensive General Liability Insurance

Comprehensive General Liability Insurance with a combined single limit of not less than five million dollars ($5,000,000) per occurrence. Such insurance shall include blanket contractual liability and broad form property damage coverage. Such insurance shall (1) name the LTA, the City of Hollister, the City of San Juan Bautista, the County of San Benito, the Council of San Benito County Governments, and all of their appointed and elected officials, officers, employees, volunteers, agents and assigns as additionally insured; (2) be primary with respect to any insurance or self-insurance programs maintained by the LTA; and (3) contain standard cross liability provisions. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

1.13.3 Commercial Automobile Liability Insurance

Commercial Automobile Liability Insurance with a combined single limit of not less than five million dollars ($5,000,000) per occurrence. Such insurance shall (1) include coverage for owned, leased, hired and non-owned automobiles; (2) include Uninsured Motorist with coverage limits as required by law; (3) include Medical Payments with coverage limits of at least $2,000 per occurrence; (2) name the LTA, the City of Hollister, the City of San Juan Bautista, the County of San Benito, the Council of San Benito County Governments, and all of their elected and appointed officials, officers, employees, volunteers, agents and assigns as additionally insured; (3) be primary for all purposes; and (4) contain standard cross liability provisions. Coverage shall be at least as broad as Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
1.13.4 Automobile Collision and Comprehensive Insurance Coverage

Automobile Collision and Comprehensive Insurance Coverage for the actual cash value of LTA vehicles. Such insurance shall (1) contain deductibles of not more than five thousand dollars ($5,000), and (2) shall name the LTA as loss payee. CONTRACTOR shall be responsible for all deductibles. In case of damage or destruction of any vehicle or vehicles provided by LTA under the terms of this AGREEMENT, LTA agrees that liability for CONTRACTOR shall be limited to the appraised fair market value of the vehicle(s) at the time of the loss. CONTRACTOR and LTA agree that the appraised fair market value shall be that value established by an appraiser or appraisers as mutually agreed upon.

1.13.5 All Insurance

All insurance shall contain the following provisions:

a. Coverage shall be on an “occurrence” basis.

b. If Commercial General Liability or another form with a general aggregate is used, either the general aggregate limit shall apply separately to this PROJECT/ location or the general aggregate amount shall be twice the required occurrence limit.

c. The Liability policy must cover personal injury as well as bodily injury.

d. The Liability policy shall include a cross-liability or severability of interest endorsement.

e. Broad form property damage liability must be afforded.

f. CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates or endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

g. Insurance shall be placed with insurers with a current A.M. Best rating of no less than A: VII.

h. Policies shall name LTA, the City of Hollister, the City of San Juan Bautista, the County of San Benito, the Council of San Benito County Governments, and all of their officers, officials, agents, employees, volunteers and assigns as insured under any policy, and the policy shall stipulate that this insurance shall operate as primary insurance and that no other insurance effected by insured will be called upon to contribute to a loss covered thereunder.

i. CONTRACTOR shall furnish properly executed Certificates of Insurance from insurance companies acceptable to LTA and signed copies of the specified endorsements for each policy prior to commencement of work under this AGREEMENT. Such documentation shall clearly evidence all coverage required above including specific evidence of separate endorsements naming the LTA and shall provide that such insurance shall not be terminated or canceled except after 30 days prior written notice by
CONTRACTOR further acknowledges and agrees that such insurance shall not be materially changed, terminated, canceled or allowed to expire except after 30 days prior written notice by certified mail, return receipt requested, has been given to the LTA by the CONTRACTOR.

1.13.6 Copies

CONTRACTOR shall furnish complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications prior to commencement of work under this AGREEMENT.

1.13.7 Maintenance of Insurance

Such insurance shall be maintained from the time work first commences until completion of the work under this AGREEMENT. CONTRACTOR shall replace such certificates for policies expiring prior to completion of work under this AGREEMENT.

1.13.8 Failure to Maintain Insurance Coverage

If CONTRACTOR, for any reason, fails to maintain insurance coverage, which is required pursuant to this AGREEMENT, the same shall be deemed a material breach of contract. LTA, at its sole option, may terminate this AGREEMENT and obtain damages from the CONTRACTOR resulting from said breach. Alternatively, LTA may purchase such required insurance coverage, and without further notice to CONTRACTOR, LTA may deduct from sums due to CONTRACTOR any premium costs advanced by LTA for such insurance.

1.14 Fidelity Bond

CONTRACTOR shall secure for its employees a Fidelity Bond or a policy of employee dishonesty insurance protecting the LTA from employee theft up to the amount of fifty thousand dollars ($50,000) for any one occurrence prior to performing any services pursuant to this AGREEMENT or entitlement to compensation therefore. Such Fidelity Bond or employee dishonesty insurance shall name LTA as loss payee with respect to amounts claimed thereunder arising out of CONTRACTOR'S performance under this AGREEMENT. CONTRACTOR shall provide LTA a copy of said bond or insurance certificate within thirty (30) days of the contract start date and prior to the performance of any services, whichever first occurs.

1.15 Performance Guarantee

CONTRACTOR shall secure a bond or other acceptable surety for use of LTA prior to performing any services pursuant to this AGREEMENT or entitlement to compensation therefore, such bond executed by CONTRACTOR and a surety company licensed to do business in the State of California, such bond in the amount of TEN PERCENT (10%) of the annual AGREEMENT price, and which shall at all times be kept in full force and effect. The condition of such bond shall be that CONTRACTOR shall fully and faithfully perform all conditions and covenants of this AGREEMENT or that the face amount of such bond shall be forfeited to LTA. The bond may be a renewable one-year bond, and shall be renewed annually before its expiration date; provided, however, that such bond must remain in full force and effect from and after the date LTA makes any demands for payment on the bond until the LTA releases such claim. Provision of such bond or its equivalent, approved by LTA, is a material covenant of this AGREEMENT. LTA shall not approve
any security that is not unconditionally payable to LTA upon demand. CONTRACTOR shall provide LTA a copy of said performance bond or its equivalent within thirty (30) days of contract start date and prior to the performance of any services, whichever first occurs.

1.16 Termination

1.16.1 For Convenience

Whenever it is in the LTA’s best interest, the LTA reserves the right to terminate this AGREEMENT, in whole or in part, at any time by providing a TEN (10) DAY WRITTEN NOTICE to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the LTA. If the CONTRACTOR has any property in its possession belonging to the LTA, the CONTRACTOR will account for the same, and dispose of it in the manner the LTA directs.

1.16.2 For Default

If the CONTRACTOR does not deliver supplies in accordance with the AGREEMENT delivery schedule, or, if the AGREEMENT is for services, the CONTRACTOR fails to perform in the manner called for in the AGREEMENT, or if the CONTRACTOR fails to comply with any other provisions of the AGREEMENT, the LTA may terminate this AGREEMENT for default. Termination shall be affected by serving a notice of termination to the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the AGREEMENT price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the AGREEMENT.

If it is later determined by the LTA that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CONTRACTOR, the LTA, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

1.16.3 For Bankruptcy

Either (a) the appointment of a receiver to take possession of all or substantially all of the assets of CONTRACTOR or (b) a general assignment by CONTRACTOR for the benefit of creditors, or (c) any action taken by or suffered by CONTRACTOR under any insolvency or bankruptcy act shall constitute a breach of the AGREEMENT by CONTRACTOR and shall at the option of LTA terminate this AGREEMENT.

1.16.4 For Nonpayment By LTA

In the event LTA is delinquent in paying CONTRACTOR by more than fifteen (15) calendar days after LTA has received a statement by certified mail of the delinquency from CONTRACTOR, then CONTRACTOR may serve, by certified mail, a notice of its intent to suspend operations at least seven (7) calendar days subsequent to the receipt of such notice of intention by LTA. If LTA does not correct the delinquency within said seven-day period or if the parties do not agree to arbitrate the dispute under the
provisions of this AGREEMENT, then CONTRACTOR may suspend operations without further notice or penalty on the date indicated by the notice.

1.16.5 By Mutual Agreement

The PROJECT may also be terminated if the LTA and the CONTRACTOR agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.

1.16.6 Compensation Upon Termination

Should this AGREEMENT be terminated by either party, LTA shall be liable for costs and fees as specified in Section 1.8 accrued to the date of termination. Thereafter, CONTRACTOR shall have no further claims against LTA under this AGREEMENT.

1.16.7 LTA Remedies on Breach

Notwithstanding anything to the contrary herein, it is understood and agreed that in the event of failure by CONTRACTOR to perform services required by this AGREEMENT, in addition to all other remedies, penalties and damages provided by law, the LTA may provide such services, and deduct the cost of doing so from the amounts due or to become due to the CONTRACTOR. The costs to be deducted shall be the actual costs to LTA to provide such services.

1.16.8 Transition to Future Contractor

For up to sixty (60) days before and after the effective date of the termination or expiration of this AGREEMENT, CONTRACTOR shall provide to either the LTA or any future CONTRACTOR selected by LTA, CONTRACTOR’S full cooperation in the transition to the successor CONTRACTOR. This shall include, as a minimum, consultation regarding labor and management issues (including a delineation of wages and benefits by employee category), and access to non-confidential personnel files and maintenance records. Said information shall include but not necessarily be limited to, driver training records, driver “paddles”, and documentation of hours worked by drivers. CONTRACTOR shall allow the succeeding contractor to enter the premises for the purpose of determining needs for and placement of furniture and equipment.

CONTRACTOR shall release all telephone numbers and any sequential rollover numbers required by LTA to the new operator. CONTRACTOR shall provide its best professional effort to assure a smooth transition from CONTRACTOR’S services to the new provider’s services and shall cooperate fully with the LTA and the new provider to this end.

LTA may withhold all or a portion of final payment to CONTRACTOR if LTA determines CONTRACTOR has not been cooperative to the extent required by this Section.
1.17 Control of Contractor Performance

1.17.1 Consistency with Agreement

CONTRACTOR shall render all services under this AGREEMENT in a manner consistent with the policies of the LTA. Modification of existing policies or adoption of new policies during the term of this AGREEMENT that affect CONTRACTOR's performance of services shall be treated as changes pursuant to Section 1.8.

1.17.2 Contractor Shall Advise LTA Of Matters of Importance

CONTRACTOR shall advise LTA of matters of importance such as the condition of vehicles, bus route time conflicts, any and all matters the CONTRACTOR feels are safety related, and make recommendations when appropriate; however, final authority shall rest with the LTA. Notwithstanding this provision, CONTRACTOR remains responsible for any consequences resulting from CONTRACTOR'S actions or inaction as provided in this AGREEMENT or otherwise provided by law.

1.17.3 LTA Interference with Contractor's Business Affair Management

LTA shall not interfere with the management of CONTRACTOR'S normal business affairs and shall not attempt to directly discipline or terminate CONTRACTOR'S employees. LTA may advise CONTRACTOR of any employee's inadequate performance that has a negative effect on the service being provided, and CONTRACTOR shall take prompt action to remedy the situation. Notwithstanding the above restriction, LTA may demand reassignment of any CONTRACTOR employee from the LTA's PROJECT by providing written notice to CONTRACTOR.

1.18 Shortages and Delays

In the event that LTA fails to provide or delays provision of items as herein described, in the quantity and size required, then CONTRACTOR shall not be responsible for any delays or resulting decline in the quality of service.

1.19 Substitutions and Replacement of Proposed Personnel

In the event that CONTRACTOR substitutes or replaces any personnel interviewed during the Request for Proposals process without consulting LTA, LTA shall assess a ten percent (10%) penalty of the estimated total cost of the first year of operations.

1.20 Force Majeure

1.20.1 Responsibility for Losses

Neither party shall be held responsible for losses, delays, failure to perform, nor excess costs caused by events beyond the control of such party. Such events may include, but are not restricted to, the following: acts of God, fire, epidemics, earthquake, flood or other natural disaster; strikes, war or civil disorder, road closures; unavailability of fuel.
1.20.2 Entitlement to Compensation

CONTRACTOR shall not be entitled to compensation for any service, the performance of which is excused by this Section.

1.20.3 Contractor Unable to Provide Services

In the event that CONTRACTOR is unable to provide the services indicated due to any cause, CONTRACTOR shall make reasonable attempts to notify the public including notification to local radio stations, and if appropriate, local newspapers and television stations.

1.20.4 Contractor Knowledge of Potential Force Majeure

Whenever CONTRACTOR has knowledge that any actual or potential force majeure may delay or prevent performance of the AGREEMENT, CONTRACTOR, on a timely basis, shall notify LTA of the fact, and thereafter shall report to LTA all relevant information then known to CONTRACTOR, and shall continue to so report.

1.21 Emergency and Disaster Procedures

In the event of a major emergency such as an earthquake, dam failure, or man-made catastrophe, CONTRACTOR shall make transportation and communication resources available to the degree possible for emergency assistance. If the normal line of direct authority is broken, and for the period while it is broken, CONTRACTOR shall make best use of transportation resources to the degree possible following the direction of the appropriate authority under the circumstances, such as the police, Red Cross, or National Guard. Emergency uses of transportation may include evacuation, transportation of injured, and movement of people to food and shelter. CONTRACTOR shall be reimbursed in accordance with Section 1.8 herein, or if the normal method does not cover the types of emergency services involved, then on the basis of fair, equitable, and prompt reimbursement of CONTRACTOR'S actual costs.

CONTRACTOR shall provide enough potable water and non-perishable food items for its employees for five (5) days to be used in case of an emergency and disaster. Supply items shall be assessed annually for deformed and expired items. Potable water shall be replaced annually. In addition to the aforementioned items, the following shall also be included:

- Cups
- Plates
- Utensils
- Two (2) manual can openers
- Toilet paper
- Cookware (if needed)

CONTRACTOR shall store the items in clearly labeled, sturdy containers in an area that is readily accessible by the CONTRACTOR.

1.22 Dispute Resolution and Attorney Fees

Any dispute over a decision by LTA staff under this AGREEMENT including, but not limited to, any assessments assessed pursuant to Section 1.10, except decisions of the LTA Executive Director,
shall be appealable in writing to LTA within five (5) business days of the decision. In connection with any such appeal, CONTRACTOR shall be afforded an opportunity to offer written evidence to the LTA Executive Director and to meet with the LTA Executive Director, including such other LTA staff persons as LTA Executive Director may determine necessary, regarding the issues presented in the appeal. The LTA shall issue a decision in writing within five (5) business days of the receipt of the written evidence or of the date of the meeting, as the case may be. The decisions of the LTA Executive Director on such appeals and any other matter under this AGREEMENT shall be final and shall not be appealable to LTA.

1.22.1 Continuing Duty

Pending final resolution of a dispute under this Section, CONTRACTOR shall proceed diligently with performance in accordance with this AGREEMENT and the recommended decision of the LTA Executive Director.

1.22.2 Attorneys' Fees

If any action at law or in equity is brought on account of any breach of this AGREEMENT, or to enforce or interpret the AGREEMENT or any provision hereof, the prevailing party in such action shall be entitled to recover from the other party its attorneys' fees and costs of suit, the amount of which shall be fixed by the court and made a part of any judgment rendered.

1.23 Indemnification

CONTRACTOR shall indemnify and hold harmless the LTA, the City of Hollister, the City of San Juan Bautista, San Benito County, and the Council of San Benito County Governments, and their officials, officers, agents, employees, volunteers and assigns from and against any and all claims, damages, losses, costs, liability, and expense for death, personal injury, and property damage, such claims, damages, loss, costs, liability and expense arising out of or alleging to arise out of, or resulting in whole or in part, directly or indirectly, from work or operations under this AGREEMENT, but not limited to the acts, errors, omissions, negligence and willful misconduct of CONTRACTOR, CONTRACTOR'S officers, employees, agents, and subcontractors, except to the extent that such claims, damages, losses, costs, liability, and/or expenses are the result of the sole negligence or willful misconduct of the LTA, the City of Hollister, the City of San Juan Bautista, San Benito County, and/or the Council of San Benito County Governments.

This indemnity and hold harmless provision, insofar as it may be adjudged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of this indemnity and hold harmless provision may be within public policy and enforceable.

1.24 Conflict Of Interest

The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of services required to be performed under this AGREEMENT. The CONTRACTOR further covenants that, in the performance of this AGREEMENT, no subcontractor or person having such an interest shall be used or employed. CONTRACTOR certifies that no one who has or will have any financial interest under this AGREEMENT is an officer or employee of LTA.
1.24.1 Conflict of Transportation Interests

CONTRACTOR shall not divert any revenues, passengers or other business from LTA to any other transportation operation of CONTRACTOR.

1.24.2 Conflicting Use

CONTRACTOR shall not use any vehicle, equipment, personnel or other facilities, which are dedicated to LTA for performing services under this AGREEMENT for any use whatsoever other than provided for in this AGREEMENT without the prior written approval of LTA.

1.24.3 Interest of Members of or Delegates to Congress

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this AGREEMENT or to any benefit arising therefrom.

1.25 Title to Documents; Copyright

All reports and other materials collected or produced by CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the AGREEMENT, become the property of LTA, and shall not be subject to any copyright claimed by CONTRACTOR, the subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of LTA, is prohibited.

1.26 Audit; Retention of Records

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this AGREEMENT. CONTRACTOR shall contractually require that all of CONTRACTOR’s subcontractors performing work called for under this AGREEMENT also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to authorized representatives of LTA, the U.S. Department of Transportation, and the Comptroller General of the United States and California State Controller’s Office representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by LTA, its authorized representative, or officials of the State of California.

CONTRACTOR shall maintain and preserve all records related to this AGREEMENT for a period of three years from the close of the fiscal year in which final payment under this AGREEMENT is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third-party performing work related to this AGREEMENT for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to ensure the maintenance of the records beyond the initial three-year period shall arise only if LTA notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three-year period.
1.27 Disadvantaged Business Enterprises (DBE)

A. This AGREEMENT is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance programs.

B. CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted AGREEMENT. Failure by CONTRACTOR to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as LTA deems appropriate. Each subcontract CONTRACTOR signs with a subcontractor must include assurance in this paragraph (see 49 CFR 26.13(b)).

C. CONTRACTOR is required to pay its subcontractors performing work related to this AGREEMENT for satisfactory performance of that work no later than thirty (30) days after CONTRACTOR's receipt of payment for that work from LTA. CONTRACTOR is required to return any retainage payments to those subcontractors within thirty (30) days after incremental acceptance of the subcontractor's work by LTA and CONTRACTOR's receipt of the partial retainage payment related to the subcontractor's work.

D. CONTRACTOR shall promptly notify LTA whenever a DBE subcontractor performing work related to this AGREEMENT is terminated or fails to complete its work, and shall make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. CONTRACTOR shall not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of LTA.

E. The CONTRACTOR agrees to comply with U.S. Department of Transportation regulations, “Participation by Disadvantaged Enterprises in Department of Transportation Financial Assistance Programs,” 49 CFR Part 26 and will cooperate with the California Department of Transportation with regard to maximum utilization of disadvantaged business enterprise, and will use its best efforts to ensure that disadvantaged business enterprise shall have the maximum opportunity to compete for subcontractual work under this AGREEMENT.

F. All payments to the CONTRACTOR shall be made in accordance with California Government Code (GC), Chapter 4.5, commencing with Section 927, which is known as the California Prompt Payment Act. If an authorized disbursement is not made within the thirty (30) calendar-day departmental limit stipulated by the California Prompt Payment Act, interest penalties may be payable to the CONTRACTOR.

G. Unless the approved PROJECT is for Construction, the CONTRACTOR shall not hold retainage (withhold retention) from any subcontractor. The State shall not hold retainage (i.e. withhold retention) from any CONTRACTOR.

H. If a dispute arises regarding Construction projects only, the CONTRACTOR may exercise its rights under California Public Contract Code (PCC) Sections 10262 and 10262.5 or California Business and Professions Code (BPC) Section 7108.5, as applicable.
I. The CONTRACTOR must pay third-party contractors within seven (7) days of receipt of each undisputed progress payment from the State, unless the PROJECT is for Construction. In the case of a Construction project only, the CONTRACTOR is required to pay its subcontractors for satisfactory performance of work related to this AGREEMENT no later than 30 days after the CONTRACTOR’s receipt of payment for that work from the State. In addition, the CONTRACTOR is required to return any retainage (retention) payment to any subcontractor within 30 days after the subcontractor’s work related to this AGREEMENT is satisfactorily completed.

1.28 Equal Employment Opportunity

During the performance of the AGREEMENT, the CONTRACTOR agrees to the following:

A. The CONTRACTOR shall comply with all the requirements, where applicable, of the California Fair Employment Practices Commission and provisions of, when applicable, all Federal, State of California, and San Benito County laws and ordinances related to employment practices.

B. The CONTRACTOR shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, gender, age, handicap, national origin, or ancestry, except when such a condition is a bona fide occupational qualification reasonably necessary for the normal operations of the CONTRACTOR. The CONTRACTOR agrees to post in conspicuous places, visible to both employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

C. The CONTRACTOR, in all solicitations or advertisements for employees, placed by, or on behalf of the CONTRACTOR, shall state that the CONTRACTOR is an equal opportunity employer.

1.29 Compliance with Laws, Rules, Regulations

All services performed by CONTRACTOR pursuant to this AGREEMENT shall be performed in accordance and full compliance with all applicable federal, state, or local statutes, and any rules or regulations promulgated thereunder, including but not limited to, those relative to Civil Rights, Equal Employment Opportunity, Disadvantaged Business Enterprise, and Labor Protection. CONTRACTOR is subject to the provisions of Section 13(c) of the Urban Mass Transportation Act of 1964, as amended (49 U.S.C. §1609) and the Section 13(c) Agreements and side letters currently in force and certified by the United States Department of Labor. Changes, including changes in service and any other changes which may adversely affect transit employees, shall be made only after due consideration of the impact of such changes on Section 13(c) protections granted to employees. CONTRACTOR shall defend and indemnify the LTA from any and all claims and losses due to the 13(c) consequences of changes not requested by the LTA that result in Section 13(c) grievances, claims and/or liability. CONTRACTOR is subject to any labor protection provisions incorporated into the AGREEMENT for Federal Transit Act, Section 5311 federal assistance between LTA and the California Department of Transportation. These provisions require that the PROJECT “be carried out in such a manner and upon such terms and conditions as will not adversely affect employees in the mass transportation industry within the service area of the PROJECT”.

CONTRACTOR shall pay all taxes required to be paid by it by any applicable federal, state, or local statute. Further, CONTRACTOR shall secure, on its own behalf, or on behalf of LTA if...
requested, any and all licenses, permits, certificates and inspections required by law, excluding general-public para transit vehicle inspections. CONTRACTOR shall assure that all of its employees operating CE vehicles possess a valid, current Class B California Driver License with appropriate endorsements. Further, CONTRACTOR shall participate in the Driver’s Pull Notice Program as required by Section 1808.1 of the California Vehicle Code.

1.30 Bankruptcy

CONTRACTOR shall immediately notify LTA in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

1.31 Prohibition Against Assignment and Delegation of Duties

Except as specifically authorized herein, no rights under this AGREEMENT may be assigned and no duties under this AGREEMENT may be delegated by CONTRACTOR without the prior written consent of LTA, and any attempted assignment or delegation without such consent shall be void.

1.32 Negotiated Contract

This AGREEMENT has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this AGREEMENT within the meaning of California Civil Code Section 1654.

1.33 Severability

Should any provision herein be found or deemed to be invalid, this AGREEMENT shall be construed as not containing such provision and all other provisions, which are otherwise lawful, shall remain in full force and effect. To this end, the provisions of this AGREEMENT are declared to be severable.

1.34 Time Is of the Essence

Time is of the essence in the performance of this AGREEMENT.

1.35 Responsibility of Agreement Administrators

All matters concerning this AGREEMENT, which are within the responsibility of the parties, shall be under the direction of, or shall be submitted to, the respective AGREEMENT administrators or to the party’s employee specified, in writing, by the AGREEMENT administrator. A party may, in its sole discretion, change its designation of its AGREEMENT administrator and shall promptly give written notice to the other party of any such change.

1.36 Materiality

The parties consider each and every term, covenant, and provision of this AGREEMENT to be material and reasonable.
1.37 Waiver

Waiver by either party of a breach of any covenant of this AGREEMENT will not be construed to be a continuing waiver of any subsequent breach. LTA's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this AGREEMENT. The parties shall not waive any provisions of this AGREEMENT unless the waiver is in writing and signed by all parties.

1.38 Authority and Capacity

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this AGREEMENT.

1.39 Binding on Successors

All of the conditions, covenants and terms contained herein shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this AGREEMENT.

1.40 Accumulation of Remedies

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

1.41 Independent Advice

Each party hereby represents and warrants that in executing this AGREEMENT it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this AGREEMENT and the rights and duties arising out of this AGREEMENT, or that such party willingly foregoes any such consultation.

1.42 No Reliance on Representations

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this AGREEMENT may turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this AGREEMENT shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.
1.43 Counterparts

This AGREEMENT may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one AGREEMENT.

1.44 Headings

The headings or titles to sections of the AGREEMENT are not part of the AGREEMENT and shall have no effect upon the construction or interpretation of any part of the AGREEMENT.

1.45 Assignment or Transfer

CONTRACTOR agrees that it will not sell, assign or transfer, in whole or in part, any right, title or interest it possesses in this AGREEMENT to any other person or entity without first obtaining the written consent of the LTA to such sale, assignment, or transfer. In the event of any violation of this Section, LTA may immediately terminate this AGREEMENT.

1.46 Federal Clauses

The Federal Clauses attached hereto as Exhibit B shall be incorporated into this AGREEMENT by reference as if fully set forth herein.

1.47 Precedence of Contract Documents

The total agreement between the parties consists of the documents specified in this section. In the event of a conflict or ambiguity arising between such documents or any term therein, the following order of precedence shall be used to resolve conflicts to the extent they exist: 1) amendments and change orders to this AGREEMENT, 2) This AGREEMENT, including all Exhibits referenced herein, 3) Addenda to the Request for Proposals, with addenda with later dates having precedence over addenda with earlier dates, 4) The Request for Proposals, 5) CONTRACTOR's proposal, including “Best and Final Offer”.

1.48 Notices

All notices hereunder and communications with respect to this AGREEMENT shall be affected upon the mailing thereof by registered or certified mail return receipt requested and addressed to the parties' AGREEMENT administrators, who shall be the persons named below:

CONTRACTOR:

Legal Department
MV Public Transportation, Inc.
2711 N. Hasekell Ave., Suite 1500
Dallas, TX 75204
Facsimile: (XXX) XXX-XXXX
Email:
LTA: Mary Gilbert  
Executive Director  
San Benito County Local Transportation Authority  
330 Tres Pinos Road, Suite C7  
Hollister, CA 95023  
Facsimile: (831) 636-4160  
Email: mary@sanbenitocog.org

Notices will be deemed given on:

a. The day the notice is personally delivered to the AGREEMENT administrator or the office of the party's AGREEMENT administrator; or

b. Five (5) days after the date the notice is deposited in the United States mail, addressed to a party's AGREEMENT administrator as indicated in this AGREEMENT, with first-class postage fully prepaid; or

c. On the day that the notice is transmitted by facsimile or email to a party's facsimile number or email address specified above, provided that an original of such notice is deposited in the United States mail, addressed to a party's AGREEMENT administrator as indicated in this AGREEMENT, on the same day as the facsimile or email transmission is made.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

LTA:  
By: _________________________________  
Date: ________________________________

CONTRACTOR:  
By: _________________________________  
Date: ________________________________

APPROVED AS TO LEGAL FORM:  
San Benito County Counsel's Office  
By: _________________________________  
Shirley L Murphy, Deputy County Counsel  
Date: ________________________________

Federal Tax ID Number: ______________

San Benito County Express Agreement
2.1 Definitions of Acronyms and Terms

ADA Americans with Disabilities Act

BPAC Bicycle and Pedestrian Advisory Committee

CHP California Highway Patrol

CE County Express

CONTRACTOR MV Public Transportation, Inc.

Days Refers to business days of the LTA when used in context with the LTA’s proposal protest procedures and refers to working days of the federal government when used in connection with FTA requirements/procedures

Deadhead Time Refers to time expended by the CONTRACTOR operating revenue vehicles in non-revenue service

Deadhead Miles Refers to mileage expended by the CONTRACTOR operating revenue vehicles in non-revenue service

Extra Work Items that are not included in the lump sum price proposal of the proposer but are separate cost items that may or may not be authorized for work by the LTA to the CONTRACTOR during the term of any contract

Farebox Recovery Refers to the percentage of transit operating costs recovered from transit users through the receipt of fares

Fare Media Refers to all fare payment instruments used to board LTA vehicles, including, but not limited to, monthly passes, punch passes, day passes, tokens, transfers, electronic mobile passes, and subsidized fare media

FTA Federal Transit Administration

LTA San Benito County Local Transportation Authority

MIS Management Information Systems

Missed Trips Refers to a trip that begins more than fifteen (15) minutes after its scheduled departure time or a trip scheduled as part of normal revenue service that fails to operate.

Non-Revenue Vehicles Any vehicles not used in revenue service

NTD National Transit Database
O S H A  Occupational Safety and Health Administration

Road calls  Unscheduled maintenance performed at a location other than the designated vehicle maintenance facility

Revenue Vehicles  Publicly owned vehicles used to operate the service, and provided to CONTRACTOR by the LTA

Revenue Service  Revenue Service for Fixed Route service begins upon the scheduled arrival at the first bus stop and ends upon scheduled arrival time at the last scheduled drop off of the day.

Intercounty service revenue service hours begin upon the scheduled arrival at the first bus stop and ends upon the actual arrival time at the last scheduled stop. Revenue service does not include lunches or layovers of more than 15 minutes when the bus is not in revenue service.

Revenue service for Paratransit and Dial-A-Ride both on weekdays and weekends begins with the first scheduled passenger pick-up (including no shows) and ends when there are no paying passengers on-board.

Scheduled Timepoint  A bus stop with departure times specifically noted in County Express public information materials

SSTAC  Social Services Transportation Advisory Council

Subscription Service  Provision of repetitive trips over an extended period of time without requiring that individuals call to request reservations for each trip

TAC  Technical Advisory Committee

TDA  Transportation Development Act

Trips  A LTA vehicle departing any scheduled time-point in revenue service

Type II Vehicle  A 12-passenger vehicle with 2 wheelchair spaces and requires a Class B license to operate.

2.2 System Description

2.2.1 Agency Information

The San Benito County Local Transportation Authority (LTA) is the designated Consolidated Transportation Services Agency (CTSA) for San Benito County. The LTA is a Joint Powers Authority between the City of Hollister, City of San Juan Bautista and the County of San Benito. The Board of Directors consists of two elected officials each from the City of Hollister City Council and the County of San Benito Board of Supervisors and one elected official from the City of San Juan Bautista City Council.

Three committees provide technical and accessibility advice on transportation related issues to the LTA: the Social Services Transportation Advisory Council (SSTAC), the Technical Advisory Committee (TAC), and the Bicycle and Pedestrian Advisory
Committee (BPAC). SSTAC advises the LTA on accessibility issues for the elderly, persons with disabilities and persons of limited means. TAC provides technical assistance and recommendations on transit planning and projects to the LTA. The BPAC advises the LTA on any issues related to bicycle and pedestrian accessibility.

2.2.2 Service Area
The County of San Benito is a 1,391 square mile bedroom community to the Silicon Valley and has a vibrant agricultural economy. The County population is approximately 58,000. The county seat is the City of Hollister, where most of the public transportation is located, with a population of approximately 35,000. The City of San Juan Bautista, which has several nationally recognized Historic Sites and is a Preserve America Community, has a population of approximately 1,800.

2.2.3 County Express Services
LTA is responsible for County Express (CE), the primary public transportation for the County, which operates seven days a week. CE services include Fixed Route, Complementary Paratransit, Dial-A-Ride, and Intercounty transit services.

The Intercounty Gavilan route operates on an off-peak schedule during the summer and winter break seasons while the Fixed Route service operates on an off-peak schedule in the summer season.

2.3 Responsibilities and Duties of the LTA for County Express Operations
LTA shall perform the following duties and accept the following responsibilities with respect to the CE transit system. To the extent reasonable and feasible, CONTRACTOR shall assist LTA in this regard.

2.3.1 System Planning and Administration
The LTA shall be responsible for all planning activities and shall set levels of service relative to CE routes, schedules, days and hours of operations, bus stop locations, location of street furnishings, preparation of planning documents, budgets, grant applications and related documentation, and other such activities relative to overall system administration.

2.3.2 Liaison with Local Jurisdictions, Citizens Groups
The LTA shall be responsible for coordinating Project activities with local and regional governmental jurisdictions, agencies, and citizens’ groups.

2.3.3 Notification - Potential Interference with Transit System Operations
The LTA shall make a reasonable effort to notify CONTRACTOR in advance of any road closures, detours, parades or other such events within the jurisdiction of local agencies that may interfere with CE operations or require deviations from established routes or schedules. The CONTRACTOR and the LTA shall mutually agree upon such deviations.

2.3.4 Advertising and Promotion
The LTA shall prepare, place, schedule and pay for all advertising and promotional materials designed to inform the public of CE operations and to promote ridership. The
CONTRACTOR shall assist and cooperate with marketing and promotional events or activities.

2.3.5 LTA Vehicles and Equipment; Maintenance and Repair

The LTA shall provide to the CONTRACTOR the vehicles and equipment set forth in Appendix C. The vehicles and equipment shall be used only for activity directly related to the transit program covered by this AGREEMENT, unless otherwise authorized, in writing, by the LTA.

The LTA shall maintain and repair the specified vehicles, including attached communications systems, fareboxes, and other specified equipment. The CONTRACTOR shall be responsible for daily vehicle servicing as described in Section 2.5.2 and for all damage to equipment excluding normal wear and tear. The CONTRACTOR shall promptly report all vehicle defects to the LTA’s maintenance staff.

In the event the LTA determines driver operating practices cause a pattern of component failure or accelerated wear, the LTA will confer with the CONTRACTOR to develop a corrective training program or other corrective action.

2.3.6 Radio Communications System

The LTA shall provide and maintain a two-way radio communications system, which shall be used by the CONTRACTOR solely for communications related to CE operations. The LTA shall provide and maintain license(s) as required for the radio system. The CONTRACTOR shall comply with all applicable federal statutes and regulations in connection with radio system use.

2.3.7 Fuel

The LTA shall provide and be responsible for the cost of all fuel necessary for the operation of CE revenue vehicles that is obtained by CONTRACTOR at the LTA fueling facility. The CONTRACTOR shall record all fueling activities by fuel type and submit a summary of such activities on the monthly report in a format satisfactory to LTA. Non-revenue vehicles shall not be fueled at LTA’s fueling facility. Cost of fuel for non-revenue vehicles shall be CONTRACTOR’s responsibility.

2.3.8 Schedules and Fare Media

The LTA shall prepare, print and provide to the CONTRACTOR all schedules and fare media required by CE operations. The CONTRACTOR shall distribute and disseminate such materials in accordance with the provisions of this AGREEMENT and any directions supplemental thereto provided by the LTA.

2.3.9 Street Furnishings

The LTA shall purchase and install all street furnishings for CE operations. Such furnishings include bus stop signs and posts, benches, shelters and the like. The CONTRACTOR shall maintain all such furnishings and ensure any vandalism is attended to as soon as possible but in no case more than 24 hours after it is reported. Further, the LTA shall maintain or request that the State of California Department of Transportation (Caltrans) or property owners along CE routes maintain trees along CE routes and stops so as to preclude damaging vehicles by reason of low hanging trees and branches.
The CONTRACTOR shall notify the LTA by facsimile/e-mail using the approved form by the close of business the following day if any bus stop signs have been removed, damaged, or otherwise require repair, maintenance or replacement, or when bus shelters, benches, bicycle racks or other bus stop facilities are in need of repair, maintenance or replacement. Such repair, maintenance, or replacement shall include, but not be limited to, repair due to vandalism, clean-up due to scattered refuse, landscape not being maintained, shelter lighting not working, unsafe conditions (particularly poor lighting at night) or other similar conditions. Notification must include the route, direction of travel, major street and cross street, and the exact corner on which the stop is located (northeast, southeast, northwest, southwest, midblock).

Nothing heretofore shall relieve the CONTRACTOR's vehicle operators from exercising good care and caution in their vehicle operations in order to avoid such damage.

2.3.10 CE Operations Headquarters

The LTA shall provide the operations headquarters facility located at 3240 Southside Road, Hollister, California, 95023 that is currently used by the CONTRACTOR. The facility includes adequate parking area for all CE vehicles. The office includes three installed telephone lines with telephones, which are currently exclusively dedicated to the CE reservation and information system, the CE two-way radio base station, counter space and cabinets, and all utilities. All other furnishings are provided by the CONTRACTOR.

2.3.11 Operating Policies and Procedures

The LTA shall establish all operating policies and procedures for the operation of CE services. LTA shall set all passenger policies and procedures.

2.4 Duties and Responsibilities of the County Express Contractor

In this section, the duties and responsibilities shall refer to only CE services. The CONTRACTOR shall perform the duties and accept the responsibilities set forth below in connection with its operation of CE. The omission of a duty or responsibility from the following shall not relieve the CONTRACTOR of its obligation to perform such duty or accept such responsibility, so long as it is usual, customary and generally accepted within the public transportation industry as being an integral element of operating a fixed-route and demand response public transit service of a kind and character such as CE.

2.4.1 General CE Operations

The CONTRACTOR shall provide the necessary management, technical and operating services for the operation of the CE services as specified by the LTA. The CONTRACTOR shall assist and cooperate with the LTA in meeting the objectives of providing quality transportation services. The CONTRACTOR shall perform close liaison activities, coordination and cooperation with the LTA on matters related to operations, monitoring, reporting and service performance measurements. The CONTRACTOR shall work closely with the Specialized Transportation (ST) Contractor to ensure a high level of coordination for the benefit of the riders of both CE and ST.

The CONTRACTOR shall furnish all equipment and services required in the operation and management of the CE unless specifically identified to be contributed by the LTA. The CONTRACTOR shall provide one support vehicle to be used in non-revenue service
for road supervision, accident investigation and bus stop cleaning. The support vehicle may be a sedan, hatchback or other vehicle suitable for the required usage.

2.4.2 New Service Schedules

If the LTA establishes new or additional services to those listed in the CE website (www.SanBenitoCountyExpress.org), the CONTRACTOR shall be responsible for establishing a schedule agreeable to the LTA. The schedule shall be submitted to the LTA for review and approval within thirty (30) calendar days of LTA submittal of a request to the CONTRACTOR so that the new or additional services may be implemented in a timely manner. The LTA will be responsible for updating the information in electronic format and any hardcopy reproduction. The CONTRACTOR shall assist the LTA in distributing and posting the information related to the new or additional services.

2.4.3 Fixed-Route Service Operations

The Fixed Route service operates only in the City of Hollister and primarily uses fully accessible Type II vehicles equipped with bicycle racks. There are three routes and approximately 80 stops dispersed within the service area. The CONTRACTOR will operate fixed-route bus transit services as specified by the LTA and in strict accordance with the operating days and hours, routes and schedules set forth in the CE website (http://www.SanBenitoCountyExpress.org), or any revisions thereto, and shall provide such service in a safe, professional and courteous manner.

Notwithstanding the above, the CONTRACTOR is hereby authorized to deviate from established routes when necessary, to avoid construction, detours, and vehicles or other obstructions within the public right of way. The CONTRACTOR shall notify the LTA of any such obstruction that caused deviation(s) from established routes. In the event that a CE route operates more than ten (10) minutes behind schedule, the CONTRACTOR shall take all available steps to restore on-time performance. The CONTRACTOR shall notify the LTA of the delay and shall provide the LTA with detailed procedures that will be used to restore on-time performance.

2.4.4 Dial-A-Ride Service Operations

Dial-A-Ride service shall be operated in accordance with the operating days, hours and service area set forth in the CE website (http://www.SanBenitoCountyExpress.org), or any revisions thereto. Dial-A-Ride operations shall be provided in a “curb-to-curb” manner for the general public and uses Type II vehicles. The CONTRACTOR shall comply with 49 CFR Part 37 regarding ADA paratransit service standards and “reasonable modification”.

The CONTRACTOR shall respond to telephone requests for Dial-A-Ride service on a “real-time” demand-response basis in accordance with the LTA service standards described herein. The CONTRACTOR shall also accept telephone requests for advance reservations made up to fourteen (14) days in advance. Advance reservation trips shall be given scheduling priority over real-time demand response trips. RouteMatch software and hardware is made available to the CONTRACTOR by the LTA for automated dispatching.

The CONTRACTOR is authorized to have only as many vehicles in Dial-A-Ride revenue service at a given time as service demand requires. In no event will the total monthly revenue vehicle hours billed to the LTA for Dial-A-Ride and Paratransit services exceed 1,150 without prior discussion and written authorization from the LTA.
2.4.5 ADA Paratransit Operations

ADA Paratransit service shall be operated in accordance with the operating days, hours and service area in the CE website (http://www.SanBenitoCountyExpress.org), or any revisions thereto. ADA Paratransit operations will be provided in a “curb-to-curb” manner for the ADA Paratransit eligible clients unless assistance is requested as a “reasonable modification”. The CONTRACTOR shall comply with 49 CFR Part 37 regarding ADA paratransit service standards. The service area of the ADA Paratransit area consists of all geographic area within ¾ miles of a Fixed Route and is located in the City of Hollister. Vehicles used for Complementary Paratransit are Type II and minivans.

Reservation priority shall, if necessary to comply with required ADA Paratransit criteria, be given to individuals who have proof of ADA paratransit service eligibility, such as an ADA eligibility certification card issued by the LTA or partner transit system. The CONTRACTOR shall comply with 49 CFR Part 37 regarding ADA paratransit service standards.

The CONTRACTOR shall also accept “subscription service” reservations (i.e. provision of repetitive trips over an extended period of time without requiring that individuals call to request reservations for each trip). However, the level of subscription service provided shall not exceed fifty percent (50%) of the total number of trips available during a given hour of the service day. Subscription services are subscribed in two-week increments. RouteMatch software and hardware is made available to the CONTRACTOR by the LTA for automated dispatching.

The CONTRACTOR is authorized to have only as many vehicles in ADA Paratransit revenue service at a given time as service demand requires. In no event will the total monthly vehicle revenue hours billed to the LTA for Dial-A-Ride and Paratransit services exceed 1,150 without the LTA’s prior written authorization. The ADA customer base within the service area as of February 2018 was approximately 200 permanent eligible persons.

2.4.6 Intercounty Operations

The Intercounty services are comprised of three routes: Gavilan, Caltrain, and Greyhound. All of the routes travel from San Benito County to the City of Gilroy in Santa Clara County, using fully accessible Type II and 25+ passenger vehicles equipped with bicycle racks depending on the time of day. The CONTRACTOR will operate Intercounty bus transit services as specified by the LTA and in strict accordance with the operating days and hours, routes and schedules set forth in the CE website (http://www.SanBenitoCountyExpress.org), or any revisions thereto, and shall provide such service in a safe, professional and courteous manner.

Notwithstanding the above, the CONTRACTOR is hereby authorized to deviate from established routes when necessary, to avoid construction, detours, and vehicles or other obstructions within the public right of way. The CONTRACTOR shall notify the LTA of any such obstruction that caused deviation(s) from established routes. In the event that a CE route operates more than ten (10) minutes behind schedule, the CONTRACTOR shall take all available steps to restore on-time performance. The CONTRACTOR shall notify the LTA of the delay and shall provide the LTA with detailed procedures that will be used to restore on-time performance.
2.4.7 Issuance of Courtesy Cards and ADA Paratransit Eligibility Cards

Applicants for CE Courtesy Cards and ADA Paratransit cards will submit applications to the CONTRACTOR for review and determination of eligibility. The CONTRACTOR shall review the applicant's information to determine eligibility. Although the process is primarily conducted utilizing only the information on the application, CONTRACTOR shall make additional contacts as necessary in cases where applicant information is missing or clearly inaccurate. CONTRACTOR shall prepare eligibility cards for qualifying individuals and mail or otherwise deliver said cards to eligible individuals.

2.4.8 Adjustment to Service

The LTA reserves the right to adjust services at any time without any adjustment to the unit cost per revenue hour with the CONTRACTOR so long as the resulting annual revenue hours remain within 20 percent (20%) of the total projected annual revenue hours. Modifications to services may include, but are not limited to, extending, removing, adding, or modifying routes, or parts of routes, and expanding or decreasing revenue hours.

In the event actual annual revenue hours fall below eighty percent (80%) or exceed one hundred twenty percent (120%) of the total projected annual revenue hours, the LTA or CONTRACTOR may request revision of the unit cost per revenue hour. If such a request is made by either party, the parties shall enter into negotiation to determine a revised unit cost per revenue hour that is fair to both parties.

2.4.9 Special Event, Promotional, and Other Special Services

In addition to regular CE operations, the CONTRACTOR may from time to time, upon receiving specific written authorization by the LTA, provide special event, promotional, or other special transportation services within the CE service area using CE vehicles, provided that such services are determined by LTA to be in the public interest, do not interfere with regular CE operations, and are in compliance with applicable federal and state statutes.

The CONTRACTOR shall be entitled to compensation for such services at the normal rate per revenue vehicle hour specified in the AGREEMENT, except that said rate shall also be applied to non-revenue vehicle hours required for vehicle pre-trip inspection and deadhead travel.

In addition to the above, and at no charge to LTA, the CONTRACTOR shall permit LTA staff and visitors accompanied by LTA staff to tour the CONTRACTOR's administrative facility. CONTRACTOR's staff shall assist with the tour as requested by the LTA. The CONTRACTOR will be provided a minimum of 24 hours' notice of such visits and the LTA will accommodate the CONTRACTOR's schedule.

2.4.10 New Services

The CONTRACTOR recognizes that as a transit provider, the LTA will investigate and experiment with various new and/or innovative services and pilot programs during the eight-year duration of the AGREEMENT and that said services cannot be foreseen and described at this time. The CONTRACTOR shall assist the LTA in implementation and monitoring of said services at the LTA's request and direction. Compensation for the CONTRACTOR's role in the provision of said services will be governed by AGREEMENT Section 1.8.3, Compensation for Unanticipated Additional Services.
2.4.11 Service Standards

The CONTRACTOR shall strive at all times to provide service in a manner that will maximize productivity and at the same time emphasize quality customer service. Recognizing that the goals of productivity and service quality may conflict at times, the Base, Fixed-Route and Intercounty Service and Dial-A-Ride and Paratransit Service Performance Indicators described in this section shall be tracked by the CONTRACTOR in a manner satisfactory to the LTA.

The CONTRACTOR and the LTA shall meet quarterly, at a minimum, to evaluate performance of the system as indicated by the trends of the Performance Indicators. If a Performance Indicator trend indicates it is not fulfilling the intended purpose of a specific CE service, the LTA and CONTRACTOR shall explore potential actions that could result in a more positive Performance Indicator trend. Toward that end the CONTRACTOR shall provide recommendations that could improve the trend. Should the LTA determine that the CONTRACTOR’s performance has contributed to a negative Performance Indicator trend, the CONTRACTOR shall take all reasonable actions requested by the LTA to improve trend performance. Should negative Performance Indicator trends persist, the LTA may take whatever additional action is necessitated by the circumstances and provided for in the AGREEMENT of which this Scope of Work is a part.

A. CE Base Performance Standards

The CONTRACTOR shall strive to comply with the minimum performance standards described below: LTA will discuss trends. CONTRACTOR shall keep track of all this information.

1) Safety – Accidents: Accidents per 100,000 vehicle miles. Accidents include vehicle collisions that occur on public or property. An accident is defined as any contact between the bus and another object except the road.

2) Customer Service – Complaints: Valid complaints per 100,000 boardings. Complaints exclude service requests, compliments, information requests, and bus stop repair requests.

3) Operations – On Time Performance: Bus departures expressed as a percentage of total departures from scheduled time points. “On-time” shall be defined as departing a scheduled time point between zero (0) minutes and five (5) minutes late. No trips shall leave stops ahead of schedule. Prior to initiating the tracking of this Performance Indicator, the CONTRACTOR shall devise a statistically significant method to measure on-time performance, which shall be subject to LTA’s review and approval.

4) Operations – Passengers per Hour: Passenger boardings per vehicle revenue hour on all demand response services.

5) Operations – On-Board Service Evaluations: The CONTRACTOR shall, in cooperation with the LTA, develop a comprehensive, statistically sound on-board service quality survey to be implemented as approved by the LTA. A numerical scoring system shall be developed by the CONTRACTOR and submitted to the LTA for its approval.

6) Maintenance – Fleet Inspections: The CONTRACTOR is responsible for reporting vehicle condition to the LTA maintenance staff. Subsequently, the CONTRACTOR bears a responsibility to report vehicle defects and assure compliance in pre-trip inspections and care of assigned vehicles.
inspections will be conducted by LTA, the frequency of which shall be at LTA’s discretion. LTA will randomly select buses for inspection from those that have recently been subjected to a Preventive Maintenance Inspection. The LTA will assess the condition of each bus based on the following categories: Unreported Defects, Safety, and Cosmetic. The inspector’s results will be compiled in such a way as to arrive at a numerical score.

7) Customer Service - Complaint Follow-Up: The CONTRACTOR shall ensure all valid complaints are resolved in a timely manner and to the customer’s satisfaction (subject to reasonableness). LTA will measure this performance indicator at its discretion using a random selection of complainants, who will be contacted and asked to answer several quantitatively based questions designed to measure the CONTRACTOR’s administration of the complaint resolution process. The survey design will be subject to agreement between the LTA and the CONTRACTOR. The CONTRACTOR Performance Indicator will be the percentage of satisfactory responses received from survey participants. The CONTRACTOR shall take all reasonable actions necessary to ensure legitimate complaint generated issues are incorporated into a training format (for example, classes, memos, meetings) that will allow the organization to learn from mistakes and to reinforce positive standards of conduct and operations.

B. Fixed Route and Intercounty Service Standards:

1) Schedule Reliability: The Performance Indicator shall be the percentage of total bus departures within five (5) minutes after the scheduled time as indicated by published timetables. At no time shall a bus depart early. This standard applies to each time listed in the schedule, not just terminal departure times.

2) Missed Run: Missed runs are prohibited. The number of missed runs shall be tracked. A missed run occurs when a scheduled departure is canceled, or when a bus departs more than 15 minutes after the published departure time.

C. Dial-A-Ride and Paratransit Service Standards:

1) Productivity Standard: Passengers per Vehicle Revenue Hour Passenger boardings per vehicle revenue hour on all demand response services:

2) Demand-Response Wait Time (elapsed time between a “real time” demand response service request and passenger pickup): This will be a measure of passengers picked up within 15 minutes of scheduled pickup time and within 30 minutes of scheduled pickup time.

3) Ride Time (the elapsed time between passenger pickup and drop off): Ride time shall be separated into several ride time categories or as an averaged, as approved by the LTA.

4) Reservation Reliability: A percentage measure of reservation trips completed within plus or minus 15 minutes of the recorded reservation time.

5) Service Refusals: Measure of the number of service requests refused per service day due to inability to respond at the requested reservation time. Consistent with federal law, there shall be no pattern of service refusals with respect to reservation requests made by individuals possessing valid ADA Paratransit eligibility identification cards.
6) No-Show Ratio: A measure of the percent of scheduled trips that are no-shows.

2.4.12 Operations Personnel

The CONTRACTOR shall provide all management, supervision, training, drivers, dispatchers, clerks, service workers, telephone information operators, and such other personnel necessary to responsibly operate CE services and meet the performance standards established by the LTA.

In addition to the billable vehicle revenue hours, the driver conducts a non-billable vehicle pre-check (currently 12 minutes per bus) and non-billable cleaning and fueling of the buses. The existing contractor estimates the daily cleaning of the buses requires 30 minutes per bus and the weekly interior and exterior cleaning requires 60 minutes. The fueling is estimated to be 10 minutes per bus per day. The CONTRACTOR has the option of continuing having the drivers clean and fuel the buses or provide alternative cleaning and fueling services that meet the standards required in the AGREEMENT.

The Operations Manager and Dispatcher shall only be used to cover in-route service for unscheduled driver absences and a replacement driver shall be brought in as soon as possible. The CONTRACTOR shall report any instances where office staff provides revenue service to the LTA on the same day as the occurrence.

For purposes of this AGREEMENT, the terms “employee(s)” and “personnel” shall include individuals employed by subcontractors that perform any of CE vehicle operations or related functions.

2.4.13 Operations Management

The CONTRACTOR shall provide operations management at a level and capability sufficient to oversee its functions and employees and meet the performance standards established by the LTA. The CE office coverage includes a General Manager, Operations Manager/Lead Dispatcher, and Dispatcher.

The CONTRACTOR shall designate and provide the services of a General Manager, subject to the approval of the LTA, who shall provide overall management and supervision of the CE public transit program under the terms of this AGREEMENT. The General Manager must have a minimum of five years of experience in public transportation operations including at least three years' supervisory experience. A bachelor's degree in a related field from an accredited four-year college may substitute for two years of transportation experience and one year of supervisory experience. The responsibilities of the General Manager include:

- Provides general guidance to lead employees focusing on operations and customer service;
- Provides strategic planning and direction to the operations, responsible for the budget, safety and risk;
- Manages contract compliance and client relationships;
- May involve labor relations, union procedures and negotiations;
- Develops and manages the operational budget;
- Investigates, makes and administers decisions up to and including terminations;
• Has responsibility for scheduling, performance evaluation, and staffing responsibilities for the facility;
• Monitor compliance with State and Federal regulations, and the Collective Bargaining Agreement;
• Investigates accidents, unusual occurrences, and complaints for the purpose of filing appropriate reports;
• Responsible for security of collected, exposed revenue;
• Provides administration of third-party drug and alcohol testing;
• Generate accurate operational records for the purpose of reporting and analysis;
• Coordinates with maintenance to ensure efficient bus allocation to meet revenue service requirements;
• Performs in the field spot checks on driver, safety, driving skills and customer service skills;
• Processes passenger complaints and initiates corrective actions designed to improve customer relations and services;
• Initiate investigations into causes of accidents, interviews operators concerned to determine responsibility;
• Communicates job requirements and responsibilities to drivers;
• Oversees driver training and safety courses; trains new drivers and retrains those involved in accidents;
• Observes drivers on the road, and corrects safety problems on the scene while documenting violations; and
• Evaluates and monitors driver safety and performance, and compliance.

The General Manager shall work cooperatively with the LTA in matters relating to service quality, providing operational and other data as described in this Scope of Work, responding to comments from the LTA, passengers, and the general public; and responding to specific requests for other assistance as the need arises. The General Manager shall be on duty at the operations facility from 8:00 a.m. to 5:00 p.m., Monday through Friday, and unless otherwise approved by the LTA, for a minimum of 40 hours per week. Should the level of operations personnel (not including drivers) not be sufficient for the CONTRACTOR to complete all tasks stated in this Scope of Work, the General Manager shall perform the duties himself/herself if the General Manager has knowledge or capability to complete the tasks sufficiently.

The General Manager designated for this Project shall not be replaced without the prior written consent of the LTA. Should the services of the General Manager become no longer available to the CONTRACTOR, the resumé and qualifications of not less than three (3) qualified candidates shall be submitted to the LTA for approval as soon as possible, but in no event less than thirty (30) calendar days prior to the departure of the incumbent General Manager. The LTA may require an interview of the proposed candidate(s) before an acceptance or rejection decision is made.

At all times, the General Manager or other employee pre-designated and identified to the LTA to act for the General Manager, shall be available either by phone or in person to make decisions regarding day-to-day CE operations, including emergency
situations, or to provide coordination as necessary, and shall be authorized to act on behalf of the CONTRACTOR regarding all matters pertaining to this Scope of Work.

The General Manager shall be supported by the Operations Manager/Lead Dispatcher. With the assistance of the CONTRACTOR’s corporate support, the General Manager and Operations Manager will be responsible for the daily operations, and all training and safety functions of the CE operations. The responsibilities of the Operations Manager include:

- Provide “hands on” assistance and information to customers;
- Dispatches replacement buses/operators;
- Supervise and instruct bus operators with regard to safety, service, and scheduling;
- Ensure schedule compliance;
- Assure that all routes are covered utilizing appropriate vehicles, personnel, equipment;
- Perform day-to-day dispatch services from the LTA offices;
- Directly supervises bus operators addressing complaints and resolving problems;
- Assigns transportation services and maintains check out logs;
- Maintains attendance log for operators and other appropriate staff;
- Assigns vehicles giving consideration to preventive maintenance schedules and capacity needs;
- Maintains communication with operators, providing customer information and directional assistance;
- Monitors operators and trip status, making adjustments as necessary to ensure on time performance;
- Maintains scheduling and performance data in the event of real-time operations;
- Documents accurately and appropriately daily events related to service;
- Communicates effectively with operations staff regarding scheduling or passenger issues;
- Maintains professional demeanor and appearance;
- Handle multiple tasks accurately and effectively in a fast-paced environment;
- Ensures that staff is adequately trained and understands and executes on safety and security standards;
- Ensures compliance with all company, client, and DOT regulations, policies, and procedures; and
- Ensures that safety related record keeping and reporting requirements are met and maintained.

The Monday through Friday office management and dispatch coverage shall be scheduled as shown below. A driver, or drivers, may be trained as relief dispatchers to cover absences. The Operations Manager and Dispatcher shall only be used to cover in-route service for unscheduled driver absences and a replacement driver shall be
brought in as soon as possible. The CONTRACTOR shall report any instances where office staff provides revenue service to the LTA on the same day as the occurrence.

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Although there is no same day service for weekend Dial-A-Ride since trips are booked in advance during the week from Monday at 9:30 a.m. to Friday at 4:00 p.m., LTA will require a part-time dispatcher on the weekends to address customer service needs. These duties will include answering the phone system at the LTA facility, processing cancellations, advising customers the location of their bus, and providing trip planning assistance for riders of the weekend intercounty service. A dispatcher will be at the LTA facility eight (8) hours a weekend with the hours split between Saturday and Sunday. How the hours are split between the two days will be determined by agreement between LTA and CONTRACTOR. Weekend cancellations and no shows are treated the same as during those that occur during the week. A manager will be on call in case of emergency.

2.4.14 Employee Selection and Supervision

The CONTRACTOR shall be responsible for the employment and supervision of all employees necessary to perform CE operations. The CONTRACTOR’s responsibilities shall include employee recruitment, screening, selection, training, supervision, employee relations, evaluations, retraining, and termination.

The CONTRACTOR shall use appropriate screening and selection criteria in the employment of operations personnel. The CONTRACTOR shall perform employment, DMV and criminal background checks, pre-employment drug screens and physicals of all employees associated with this AGREEMENT and shall undertake all steps necessary to assure employees perform their duties in a safe, legal, courteous, and professional manner at all times.

The CONTRACTOR shall make all reasonable efforts to ensure that employees having contact with the public in the course of the performance of their duties are of good moral character. Any such employee who is convicted of a felony or of a crime involving moral turpitude during the time of his/her employment or within 8 years prior to the expected date of employment shall not be permitted to continue to hold a position of employment involving contact with the general public.

The CONTRACTOR shall develop, implement, and maintain an employee alcohol and substance abuse testing program, subject to LTA approval, for all employees in safety-sensitive positions, including personnel engaged in the operation, servicing, and control of CE vehicles and equipment. Said program shall comply with all applicable requirements established by the FTA or other federal or state agencies, including regulations promulgated to implement the Omnibus Transportation Employee Testing Act of 1991, as it may be amended from time-to-time.

The CONTRACTOR shall at all times comply, and shall require subcontractors to comply, with applicable state and federal employment laws, including Section 1735 of the California Labor Code and Title VI of the Civil Rights Act of 1964, as amended.
The CONTRACTOR shall fully cooperate with the LTA in meeting the legal requirements of the labor protective provisions of Section 13(c) of the Urban Mass Transportation Act of 1964, as amended (49 U.S.C. 1609) and the Section 13(c) Agreements and side letters currently in force and certified by the United States Department of Labor. Changes, including changes in service and any other changes which may adversely affect transit employees, shall be made only after due consideration of the impact of such changes on Section 13(c) protections granted to employees. The CONTRACTOR shall defend and indemnify the LTA from any and all claims and losses due to the 13(c) consequences of changes not requested by the LTA resulting in Section 13(c) grievances, claims and/or liability.

Nothing in this section shall be construed by either the CONTRACTOR or the LTA to be in conflict with the language and intent of Article 1.4, Independent Contractor, of the AGREEMENT of which this Scope of Work is a part.

2.4.15 Bilingual (English/Spanish) Personnel
The CONTRACTOR shall make every effort to recruit bilingual (English/Spanish) personnel for driver, dispatcher, telephone operator, and supervisory positions. A minimum of fifty percent (50%) of operations personnel shall be bilingual and bilingual personnel shall be available during all transit system operating hours to receive telephone calls from the public and to provide translation for transit system personnel and passengers.

2.4.16 Training of Drivers and Operations Personnel
The CONTRACTOR shall develop, implement and maintain a formal training and retraining program that shall be subject to review and approval by the LTA. An outline of the training program, including periodic updates, shall be on file in the offices of the LTA. All drivers, dispatchers, telephone information personnel, and supervisors shall participate in the program.

The CONTRACTOR shall implement and maintain a specific training and retraining program for all drivers. The program shall provide a fixed minimum number of hours of training for new employees, including classroom instruction, behind the wheel training under supervision of a certified instructor, and in-service training. The program shall include, but not necessarily be limited to, instruction covering applicable laws and regulations and defensive driving practices, disabled passenger assistance techniques, accident/incident procedures, radio procedures, CE operating policies and procedures, employee work rules, vehicle safety inspection, equipment care, fueling and maintenance, customer relations and passenger conduct. Drivers shall be trained to operate all types of buses, wheelchair lifts and securement systems, and other equipment that they may be expected to use in performing CE services.

All drivers shall be certified as having completed the CONTRACTOR’s formal training course for new drivers as approved by the LTA and be licensed with a valid California Class B operator’s license with appropriate endorsements or certification(s) and medical card. Drivers of transit buses shall possess a Transit Bus Certificate as issued by the State of California Department of Motor Vehicles, pursuant to Section 12804.6 of the California Vehicle Code. Drivers of paratransit vehicles shall possess a California General Public Paratransit Vehicle certificate. Drivers shall meet all applicable requirements as established by the California Highway Patrol.
The CONTRACTOR shall prepare and furnish a Driver’s Manual to the LTA for approval and to all drivers, dispatchers, telephone operators and supervisors. Contents of the Driver’s Manual shall include the following subject areas: fundamentals of customer service; driver’s rules; accident/incident policies; radio policies and procedures; fog and inclement weather policy; vehicle inspection, care and maintenance policy and procedures, reporting procedures and pertinent sample forms.

Dispatchers, telephone operators, supervisors and any other personnel, who may from time-to-time be assigned to telephone information or reservation lines, shall be trained in customer service, customer relations skills, telephone manners, accident/incident procedures, fares, bus and demand response schedules and services, information referrals, ADA regulations regarding trip reservations, CE reservation procedures, and operating policies. Operations control personnel assigned to CE scheduling and vehicle dispatching duties shall have a detailed knowledge of applicable procedures and professional techniques.

CONTRACTOR shall provide specific training to appropriate personnel on the use of the RouteMatch system to ensure that its capabilities are used to the maximum level of effectiveness.

The CONTRACTOR shall implement, within ninety (90) days after the start of the AGREEMENT term, a Spanish-language keyword/key-phrase training and proficiency testing program to assist all operating personnel to learn simple phrases to assist them in communicating fares and directions to Spanish-speaking transit riders.

2.4.17 CE Driver’s Responsibilities

CE Drivers will, when requested by the LTA, distribute notices to passengers or otherwise render assistance with the CE customer relations, promotion, marketing, monitoring and supervisory functions. CE Drivers will be required to honor special passes; collect, cancel and/or validate passes, tokens and coupons; and issue and collect transfers, as determined by the LTA. CE Drivers shall verify cash and token fares deposited in the farebox, but shall not carry revenue. CE Drivers shall record ridership counts by passenger category and boarding location in accordance with procedures approved by the LTA.

CE Drivers shall have available at all times during operation of any bus an accurate time piece with active second hand (or digital equivalent), set each day to conform to local time.

2.4.18 CE Uniforms

CE Drivers shall be in uniform at all times while in service or otherwise on duty. At all times CE drivers shall wear a badge that identifies the driver with name, employee number, or both. The CONTRACTOR shall provide driver’s uniforms to its employees. The design, type and logo of the uniforms shall be subject to the LTA’s advance approval. CE Drivers shall be required to maintain a neat and clean appearance at all times while on duty. While in uniform drivers shall maintain a professional appearance at all times, even when off duty. Drivers in uniform, even when off duty, shall not participate in any activity or purchase any substances that would preclude them from legally operating a bus.
2.4.19 Safety Program

The CONTRACTOR shall assume full responsibility for assuring that the safety of passengers and operations personnel, and the LTA’s vehicles and equipment, are maintained at the highest possible level throughout the term of this AGREEMENT. The CONTRACTOR shall comply with all applicable California Highway Patrol and OSHA requirements and shall furnish the LTA with copies of annual CHP vehicle/equipment inspections and CHP safety compliance reports, including pull notices.

The CONTRACTOR shall develop, implement and maintain, in full compliance with California Law, a formal safety and accident prevention program including periodic safety meetings, participation in safety organizations, safety incentives offered by the CONTRACTOR to drivers and other employees, and participation in risk management activities under the auspices of the CONTRACTOR’s insurance carrier or other organization. The CONTRACTOR shall provide a copy of said Safety Program and subsequent program updates to the LTA.

2.4.20 California Pull Notice Program

The CONTRACTOR shall participate in the State of California Department of Motor Vehicles “Driver Pull Notice Program” for appropriate monitoring of employee driver license activity. The CONTRACTOR shall require all drivers, control room personnel, and supervisors to participate in the program. CONTRACTOR shall submit an annual pull notice program compliance certificate to the LTA and notify the LTA of any notices of non-compliance with program requirements.

2.4.21 Road Supervision

The CONTRACTOR shall provide road supervision as required to monitor drivers and vehicles and assist drivers in revenue service, including assistance with special events. Road supervision shall be conducted utilizing CONTRACTOR’s vehicles. No LTA owned vehicles may be used for Road supervision.

2.4.22 Secret Rider Program

CONTRACTOR shall implement a “secret rider” program whereby drivers are routinely and discreetly monitored by individuals unknown to the driver. CONTRACTOR shall report monthly the number of “secret riders” trips on-board LTA buses during the previous month. Said trips shall be a minimum of twenty (20) rides of a minimum of 10 minutes per ride each month. CONTRACTOR shall provide LTA with a summary of “secret rider” observations in a manner and format prescribed by LTA. Secret rider personnel shall be well versed in ADA regulations and shall closely monitor driver actions to ensure compliance with said regulations, in particular secret riders shall monitor driver bus stop announcements to ensure ADA compliance.

2.4.23 Accident, Incident, and Complaint Procedures

A. General

The CONTRACTOR shall develop, implement and maintain formal procedures, subject to LTA review and approval, to respond to accidents, incidents, service interruptions, and complaints. Such occurrences to be addressed include, but are not necessarily limited to, vehicle accidents, passenger injuries, passenger disturbances, in-service vehicle failures, lift failures of buses in service, fixed-route buses operating more than ten minutes behind schedule, and demand response
vehicles operating more than thirty minutes behind schedule based on reservation times.

B. Incidents

The CONTRACTOR shall provide specific information to the LTA on all out-of-

ordinary incidents arising during the service. Such incidents shall include, but not

be limited to, onboard incidents, vehicular accidents, and disputes with or among

passengers. The CONTRACTOR shall notify the LTA immediately after becoming

aware of the incidents. Notification shall address the incident and how it was

handled and resolved. Unless otherwise requested, written documentation of such

notification shall be submitted on a monthly basis. Operators shall notify Dispatch

of any illegal actions on the bus immediately. Dispatch shall immediately notify

the Police Department of the jurisdiction in which the incident or accident took

place.

C. Accidents

All traffic accidents involving LTA vehicles, irrespective of injury, shall be reported

to the Highway Patrol, local police or sheriff, as appropriate, and then to the LTA. The

CONTRACTOR shall request that the law enforcement agency respond to

investigate the accident. The CONTRACTOR shall supply the LTA with copies of all

accident and incident reports.

The LTA shall be notified in writing by the CONTRACTOR of all accidents and

incidents resulting in loss or damage to CE property as soon as possible, but in all

cases within 24 hours. In cases involving injury, the CONTRACTOR shall notify the

LTA of the incident immediately after contacting emergency services.

D. Complaints

CONTRACTOR shall address complaints as soon as possible. Initial contact with the

complainant shall be made within twenty-four (24) hours of receiving the complaint

in person, by telephone or by e-mail. CONTRACTOR shall make every reasonable

effort within established LTA policies to resolve complaints at its level. The

CONTRACTOR shall immediately report complaints to the LTA that meet the

criteria listed below, as such criteria may be amended by the LTA from time to
time:

- Complaints that cannot be resolved at CONTRACTOR level.
- Complaints that can be mitigated through timely actions only by LTA staff.
- Complaints by individuals that indicate they plan to complain to LTA staff, elected officials or the Federal Transit Administration.

CONTRACTOR shall prepare written reports on all complaints received in a format

specified by the LTA. At a minimum, written reports on complaints shall be submitted to LTA weekly.

Requests for services not currently provided by CE shall be recorded and reported

with complaints in a format specified by the LTA.
E. Service Interruptions

CONTRACTOR shall report to LTA in-service vehicle failures, lift failures of buses in service, fixed-route buses operating more than ten (10) minutes behind schedule and demand response vehicles operating more than thirty minutes behind schedule, based on reservation times, in a time and manner specified by the LTA. At a minimum, these items shall be recorded and reported to the LTA weekly in a written format specified by the LTA. The activities required to be reported and the format in which they are reported is subject to change at LTA’s discretion.

2.4.24 Vehicle Control and Scheduling

The CONTRACTOR shall implement and maintain an effective vehicle control system to maintain radio or telephone contact with all vehicles in service so as to provide supervision and guidance to vehicle operators, and respond to mechanical breakdowns, accidents and incidents in a timely and responsible manner consistent with industry practice.

The CONTRACTOR shall utilize the LTA’s RouteMatch program to its full potential in support of activities necessary to schedule and transport CE passengers riding demand-response services operated by the CONTRACTOR.

2.4.25 Operations Headquarters

The CONTRACTOR shall provide and maintain operations and control room furnishings and equipment required to provide CE services. The CONTRACTOR shall provide and maintain computers, maps, information boards, official time clock, desks, tables, chairs, and other office equipment as may be necessary and appropriate.

The CONTRACTOR shall be responsible for providing custodial services for CONTRACTOR occupied areas. These areas include the restrooms, lobby and dispatch area, manager’s office, safety trainer office, supply room, and break room. Custodial services shall be performed at a minimum of twice a week. The CONTRACTOR shall also be responsible for providing cleaning and maintenance supplies for custodial services.

2.4.26 Telephone Reservation and Information System

The CONTRACTOR shall utilize CE telephone lines solely to respond to incoming calls from CE patrons for the purposes of requesting service information and demand response service or reservations. These phone lines shall be exclusively dedicated to the CE reservation and information system. The CONTRACTOR shall advise the LTA if call volume appears to exceed phone line capacity to respond to incoming calls with a minimum number of busy signals. The CONTRACTOR shall coordinate with the LTA annually or more frequently, if necessary, to monitor and evaluate call volume and the need for additional phone lines.

The CONTRACTOR shall install and maintain at the CONTRACTOR’s expense separate telephone line(s) for business office, facsimile, internet or other calls. The CONTRACTOR shall make special efforts to respond to telephone service and information requests from hearing-impaired CE patrons. The CONTRACTOR may provide TDD equipment for communication with hearing-impaired patrons or use the California Relay Service.
2.4.27 Fares and Fare Collection

All fares of any kind or character to be paid by CE patrons shall be established by the LTA. The CONTRACTOR shall assure each patron pays the appropriate fare prior to provision of transportation service. All cash fares shall be paid by patrons in the exact amount due for their appropriate fare classification. Fares shall be deposited by patrons into the fareboxes provided by the LTA in each vehicle. The CONTRACTOR shall collect or otherwise process in the manner directed by the LTA all non-cash fares (vouchers, transfers, passes and the like). All fares collected are the sole property of the LTA.

In the event a farebox requires repair or replacement, the CONTRACTOR will, within twenty-four (24) hours of the request, have the LTA repair and/or exchange the broken farebox to ensure that regular service is not interrupted. Any transfer of revenue shall be done in a secure fashion in accordance with the CONTRACTOR's policies and procedures. All incidents of farebox malfunction shall be reported to the LTA within 24 hours. Minivans are not equipped with fareboxes due to size limitations. Fares on minivans shall be collected and secured in a manner satisfactory to the LTA.

2.4.28 Fare Revenue Processing

The CONTRACTOR shall process fares under dual custody at all times. When not in dual custody fares shall be stored in a vault or other highly secure, lockable container. Fares shall be counted utilizing dual custody in a room that is observable by supervisory staff either directly or by closed circuit television. CONTRACTOR shall reconcile fare revenues to passenger activity in a process approved by LTA. All fare accounting shall be in accordance with procedures to be proposed by the CONTRACTOR and approved by LTA. At least three times each week the CONTRACTOR shall deposit fare revenue at a banking institution as directed by the LTA and submit deposit receipts to the LTA on a weekly basis. Reports on the revenues collected and deposited shall be provided to the LTA on a weekly basis. The LTA reserves the right to audit fare revenue collection and accounting at reasonable times without prior notification to the CONTRACTOR.

2.4.29 Fare Sales

The CONTRACTOR's office staff shall sell tokens and passes in accordance with procedures specified by the LTA. The CONTRACTOR shall assist the LTA and CE customers by providing accurate information to customers requesting information regarding pass and token sales.

2.4.30 Street Furnishings

The CONTRACTOR shall maintain all bus stop signs, posts, benches, shelters and other bus stop furnishings, including trash removal, and shall ensure any vandalism is attended to as soon as possible, but in no case more than twenty-four (24) hours after it is reported.

The CONTRACTOR shall notify the LTA by facsimile/e-mail using the approved form by the close of business the following day if any bus stop signs have been removed, damaged, or otherwise require repair, maintenance or replacement, or when bus stop shelters, benches, bicycle racks or other bus stop facilities are in need of repair, maintenance or replacement. Such repair, maintenance, or replacement shall include, but is not limited to, repair due to vandalism, clean-up due to scattered refuse, landscape not being maintained, shelter lighting not working, unsafe conditions...
(particularly poor lighting at night) or other similar conditions. Notification must include the route, direction of travel, street and cross-street, and the exact corner of the intersection nearest which the stop is located.

2.4.31 Books, Record, Reports, and Inspection

The CONTRACTOR shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for the LTA under this AGREEMENT, on file for at least three (3) years following the date of final payment to the CONTRACTOR by the LTA. Original documents or certified copies shall be maintained locally at a place that shall be subject to the LTA approval. Any duly authorized representative(s) of the LTA shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during the CONTRACTOR’s usual and customary business hours. Further, any duly authorized representative(s) of the LTA shall be permitted to observe and inspect any or all of the CONTRACTOR’s facilities and activities during the CONTRACTOR’s usual and customary business hours for the purposes of evaluating and judging the nature and extent of the CONTRACTOR’s compliance with the provisions of this AGREEMENT. In such instances, the LTA’s representative(s) shall not interfere with or disrupt such activities.

The CONTRACTOR shall collect, record, and report to the LTA on a monthly basis all accounting data for the CE operation in accordance with Section 99243 of the California Public Utilities Code, as is now in force or may hereafter be amended. All worksheets and detail information used to prepare these reports shall be available upon request.

The CONTRACTOR shall collect, record, and report all operational data required by the LTA in a format approved by the LTA. Such data shall include, but not be limited to, data required under Section 99247 of the California Public Utilities Code, as is now in force or may hereafter be amended, passenger count data by fare and demographic category, vehicle hours, vehicle miles, vehicle revenue hours, vehicle revenue miles, passengers per hour, wheelchair boardings, missed trips, accidents and incidents, complaints and compliments, demand service requests refused, and passenger no-shows.

Information concerning vehicle activity shall be collected daily on the demand response driver’s log, route driver’s report, dispatch log, and/or other forms as developed by the CONTRACTOR and approved by the LTA and shall be summarized daily on the Daily Operations Summary. Daily vehicle activity data shall include by individual vehicle the number of passengers, wheelchair boardings, pick-up and drop-off times for demand response, mileage, and revenue. Dispatch records must show times for receipt of service requests, pick up assignment made, actual pick up, variance between promised and actual pick up times, actual drop off time, and total time between pick up and drop off.

The Daily Operations Summary shall be compiled into weekly, monthly, quarterly and annual reports; and shall provide data according to the individual routes, modes and total system. Individual totals shall be provided for peak hour services, weekdays, and, if needed, evenings, Saturdays and Sundays.

In addition to statistical data, Monthly Reports shall summarize the employee safety program and training activities, employee turnover, and other information as may be requested from time to time.
The General Manager shall prepare and submit monthly reports, which shall be submitted to the LTA no later than the tenth (10) calendar day of the following month, comprised of the following:

- Transmittal Letter
- Ridership
- Revenue Service Hours
- Revenue Service Miles
- Fares Collected: Cash and Tokens
- Fare Sales
- Number of Service Days
- Lift-Assisted Trips
- Turn Downs
- No Shows
- Cancellations
- Employee Hours
- Monthly Fuel Usage
- Summary of Ride Checks/ Secret Rider Program
- Summary of Accidents
- Summary of Incidents
- Summary of Road Calls
- Summary of Demand Response Wait Time
- Summary of Demand Response Ride Time

2.4.32 System Promotion

The CONTRACTOR shall distribute and disseminate schedules in accordance with the provisions of the CE Scope of Services. The CONTRACTOR shall post notice within the transit vehicles at least one (1) week before the date on the notice and the CONTRACTOR shall remove notices from the transit vehicles no more than one (1) day after the date on the notice.

The CONTRACTOR shall not be responsible to undertake or fund any advertising or promotional activities on behalf of the LTA. The CONTRACTOR shall, however, cooperate with the LTA in any such activities initiated by the LTA by making available needed equipment and personnel at no cost or expense to the LTA. The CONTRACTOR also shall dispense the LTA information publications, respond to patron requests for information, act as a liaison and provider of system promotion information with and to community agencies and groups, and do all other things requested by the LTA to assist and support the LTA’s advertising and public information efforts. The CONTRACTOR is required to ensure that sufficient quantities of passenger information materials are maintained, and appropriately organized and displayed on each revenue vehicle at all times.

2.4.33 System Recommendations

The CONTRACTOR shall continually monitor CE operations, facilities and equipment and shall, as warranted, advise the LTA and make recommendations to it upon observed deficiencies and needed improvements. The LTA shall retain all authority to make determinations and to take action on such recommendations.
2.4.34 Route Planning and Schedule Coordination

The CONTRACTOR will provide the LTA with information to contribute to schedule revisions and to short and long-range planning and will collect data and perform miscellaneous surveys to be used in assimilating information needed to successfully monitor the service and clients and to respond to any and all reporting requirements. The CONTRACTOR will assist transit planning staff at the LTA in service planning. Contributions may include mileage, vehicle, and any other resource requirements needed to implement new or modified service. The CONTRACTOR will also provide driver schedules, also called run-cuts or paddles, to the LTA upon request. This information may be used for the implementation of an AVL system, budget preparation, planning, and future RFPs and in making transit presentations to the LTA, city, county, state, and federal agencies.

2.4.35 Holiday Service

Service will not be provided on New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day, unless otherwise directed by the LTA to the CONTRACTOR in writing at least 30 days prior to the required day of service.

2.4.36 Service Interruption

In the event of a service interruption of any kind, the CONTRACTOR shall ensure that appropriate action is taken to mitigate the situation. In general, it is at the CONTRACTOR’s discretion how to mitigate such events.

The CONTRACTOR shall provide a contingency plan in the event of a work stoppage by employees and/or in the event of lack of operators, supervisors, or maintenance personnel, in order to maintain and provide on-time bus service and acceptable performance standards to the LTA. This plan is due to the LTA no later than ninety days from the execution of the AGREEMENT.

The CONTRACTOR will inform the LTA regarding any route problems, delays, detours, or vehicle breakdowns. Incidents/accidents that cause major service interruptions, severe injuries, or media attention shall be reported to the LTA immediately. All service interruptions or detours when normal routing or service is resumed must be reported to the LTA.

2.5 Contractor Duties and Responsibilities on LTA-Owned Vehicles

CONTRACTOR shall perform the duties and accept the responsibilities set forth below in connection with use of LTA vehicles and equipment.

2.5.1 LTA Vehicles and Equipment

By execution of the AGREEMENT for management and operations services, of which this Scope of Work is a part, the CONTRACTOR shall acknowledge receipt of the vehicles and equipment listed in Appendix C, and that each and every item has been received in good working condition. In the event the LTA provides the CONTRACTOR with additional buses and/or equipment at future times, Appendix C shall be amended as set forth in AGREEMENT Section 1.6.2, Minor Changes. Upon termination of the AGREEMENT, the CONTRACTOR shall return all the LTA-owned equipment absent any damage, less reasonable wear and tear.

All LTA provided vehicles and equipment shall be used by the CONTRACTOR to perform the services as required in this Scope of Work. Use of LTA vehicles and
equipment that is not directly related to passenger pickups and emergency road-calls is strictly prohibited. The CONTRACTOR shall comply with all applicable federal statutes and regulations in connection with radio system use.

2.5.2 Daily Vehicle Inspection and Servicing

The CONTRACTOR shall perform daily vehicle servicing on all LTA vehicles used in revenue service. Daily vehicle servicing shall include, but not be limited to, fueling; checking and, if necessary, adding engine oil and/or coolant; farebox vault pulling and replacement; wheelchair lift check; brake check; light and flasher check; interior sweeping and dusting; graffiti removal, exterior and interior visual inspection; and driver’s report of vehicle safety, reliability, or performance defects, including climate control mechanisms. The CONTRACTOR shall develop, implement and maintain a written checklist, which shall be subject to the LTA’s approval, of items included in the daily servicing of each vehicle. The checklist will be utilized and kept on file for the LTA’s and California Highway Patrol’s review. This checklist requirement may incorporate or supplement CHP required driver’s pre-trip safety inspections.

In addition to the checklist, the CONTRACTOR shall complete and submit a work order to the LTA’s maintenance staff describing vehicle defects requiring fleet maintenance inspection or repair. CONTRACTOR must report directly to the LTA to ensure that defects noted in driver vehicle inspections are being repaired and not deferred for an unreasonable length of time. Preventative maintenance and vehicle repairs are performed by the LTA maintenance staff. The CONTRACTOR is responsible for reported vehicle conditions requiring repairs to the LTA maintenance staff in compliance with required General Maintenance Standards.

All daily vehicle inspection checklists and work orders shall be submitted to LTA maintenance staff at the end of each operating day in a manner to be determined by the LTA. CONTRACTOR shall review DVI’s daily to ensure that repairs have been made as requested and specific repair requests are not being repeated.

2.5.3 Vehicle Cleaning

The CONTRACTOR shall maintain LTA vehicles in a clean and neat condition at all times. A bus cleaning and washing log shall be maintained and furnished to the LTA on a monthly basis. The interior of all vehicles shall be kept free of litter and debris to the maximum practicable extent throughout the operating day. Vehucle shall be swept and dusted daily. Interior panels, windows, and upholstery shall be cleaned of marks as necessary. The interiors of all vehicles shall be thoroughly washed at least twice per week (or more often to maintain a clean, sanitary interior, including all windows, seats, floor, stanchions and grab rails. All foreign matter such as gum, grease, dirt and graffiti shall be removed from interior surfaces during the interior cleaning process. Any damage to seat upholstery shall be immediately repaired or reported to the LTA maintenance staff upon discovery.

Exteriors of all LTA vehicles shall be washed as required to maintain a clean, inviting appearance and in no event less than once per week. Exterior washing shall include bus body, all windows and wheels. Rubber or vinyl exterior components such as tires, bumper fascia, fender skirts and door edge guards shall be cleaned and treated with a preservative at least once per month, or as necessary to maintain an attractive appearance. Graffiti shall be removed as soon as is practical after it is detected, and in no case shall a vehicle be returned to service prior to the graffiti being removed. Buses shall be kept free of vermin and insects at all times. The CONTRACTOR shall
exterminate all vermin and insects from all vehicles immediately upon their discovery, utilizing safe and non-hazardous materials.

The existing contractor estimates the daily cleaning of the buses requires 30 minutes per bus and the weekly interior and exterior cleaning requires 60 minutes. The fueling is estimated to be 10 minutes per bus per day. The CONTRACTOR has the option of continuing having the drivers clean and fuel the buses or provide alternative cleaning and fueling services that meet the standards required in this AGREEMENT. The CONTRACTOR shall promptly report all vehicle defects to LTA’s maintenance staff upon discovery.

2.5.4 Vehicle and Equipment Repair Due to Collision, Vandalism, or Abuse

CONTRACTOR shall be responsible for the cost of all repairs to LTA vehicles and equipment, regardless of the party found to be at fault for the damage, to correct loss or damage due to collision, vandalism, theft, abuse or as the result of CONTRACTOR filling a vehicle fuel tank with improper fuel, if such damage occurred while the vehicle was under CONTRACTOR’s care and control. If LTA determines that vehicle or equipment loss or damage occurred while under CONTRACTOR’s care and control, LTA will notify CONTRACTOR and will complete the repairs or have the repairs completed by a third party, and the cost of said repairs shall be deducted from payments due CONTRACTOR.

Alternatively, LTA may, at its discretion, direct CONTRACTOR to expeditiously affect repairs. Repairs undertaken by CONTRACTOR shall be completed to LTA’s satisfaction. If any repairs undertaken by CONTRACTOR are not satisfactory to LTA, at its sole discretion LTA may allow CONTRACTOR an opportunity to correct the repair to LTA’s satisfaction at CONTRACTOR’s cost, or LTA may arrange for repairs itself and bill CONTRACTOR for the full cost of the repairs.

The CONTRACTOR shall promptly report vehicle damage to the LTA fleet maintenance staff. Should the LTA determine unreported vehicle or equipment damage is the responsibility of the CONTRACTOR, it shall notify the Project Manager or other designated on-site CONTRACTOR representative. As soon as is practicable, but in all cases within 24 hours after notification, the CONTRACTOR representative shall review the damage. The LTA shall then complete the work, document the repair or replacement on a work order, and the CONTRACTOR shall be responsible for the cost of repairs in accordance with the provisions of the AGREEMENT.

2.5.5 Roadcalls and Towing

The LTA fleet maintenance staff will respond to roadcalls to assist with disabled vehicles upon request by the CONTRACTOR. The CONTRACTOR shall adhere to the following procedures in making roadcalls:

The Driver shall notify the Dispatch Office of the location and problem(s) with the vehicle. The driver shall make every attempt to park the vehicle in a safe location that does not block pedestrian or vehicle traffic.

Dispatch notifies the LTA maintenance staff and forwards the information. Unless otherwise approved by LTA, a backup vehicle shall be dispatched to continue the affected route service.
The LTA maintenance staff will go on site to assess the situation. Maintenance will determine if the vehicle can be repaired on site or if it should be towed into the yard. Under no circumstances should a vehicle be left unattended.

In the event LTA maintenance staff is unavailable when first contacted, the dispatcher shall repeat attempts to contact staff up to 90 minutes prior to the scheduled closing of the dispatch office.

If LTA maintenance staff is still unavailable 90 minutes prior to the close of dispatch, the dispatcher on duty shall request towing service to return the vehicle to the LTA’s maintenance facility at 3240 Southside Road, Hollister, California 95023. The dispatcher shall also notify the LTA of this course of action.

A vehicle shall not be left unattended overnight unless specific authorization is given by the LTA staff. In the event that a vehicle will be left unattended, the CONTRACTOR shall notify the appropriate law enforcement agency for the area in which the vehicle will be left. In such cases the driver shall secure the vehicle and remove all valuables.

After-Hours Roadcalls: When a situation occurs outside of standard Maintenance and Administration work hours, the Dispatcher shall attempt to contact LTA’s Executive Director at the LTA office. If the Executive Director cannot be contacted there, the Dispatcher is authorized to contact the Executive Director at home. If unable to contact the Executive Director, the Dispatcher shall contact LTA’s Transit Manager and seek direction in this situation. Written direction from the LTA may supersede this directive.

If the roadcall is determined by the LTA to be caused by collision, vandalism, abuse, or CONTRACTOR employee error, then the cost of the roadcall shall be deducted from payment to the CONTRACTOR in accordance with the provisions of the AGREEMENT.

2.5.6 Vehicle Delivery

The CONTRACTOR shall provide the delivery of vehicles to the LTA-designated suppliers for repair and servicing as requested by the LTA maintenance staff. The CONTRACTOR shall deliver vehicles as quickly as practicable, but, in any case, within five (5) working days following any LTA request. Except when delivery is required to repair damage as described in Section 1.8.2, the CONTRACTOR shall be entitled to reimbursement for vehicle delivery expenses as specified in the AGREEMENT.

2.5.7 Vehicle Fueling

Revenue vehicles shall be fueled by the CONTRACTOR at LTA’s fueling facility. LTA shall be responsible for the actual cost of the fuel. The CONTRACTOR shall be responsible for fueling each vehicle with the type of fuel intended to be used for the type of engine in the vehicle. The CONTRACTOR shall reimburse the LTA for the cost of repairs to vehicles fueled by the CONTRACTOR with improper fuel. The CONTRACTOR shall adhere to any and all accounting, administrative and operating procedures required by the LTA in connection with fueling operations. The CONTRACTOR shall record all fueling activities by fuel type and submit a summary of such activities on the monthly report.

The cost of fuel and fueling of non-revenue vehicles shall be the CONTRACTOR’s responsibility. Non-revenue vehicles shall not be fueled at LTA’s fueling facility.
3  EXHIBIT B - FEDERAL CONTRACT CLAUSES

Exhibit B to Agreement – Federal Contract Clauses

Parties referenced in the following clauses are defined as:

“Awarding Agency” is the San Benito County Local Transportation Authority (LTA)

“PROJECT” is the AGREEMENT for Operation of Transit Services with the LTA

“CONTRACTOR” is the third-party vendor who has entered into the AGREEMENT for Operation of Transit Services with the LTA

“Subagreements” are agreements made between the CONTRACTOR and any subcontractors to facilitate the accomplishment of this third-party contract

3.1 No Obligation to Third-Parties by use of a Disclaimer

A. No Federal Government Obligation to Third Parties. The CONTRACTOR agrees that, absent of the Federal Government’s express written consent, the Federal Government shall not be subject to any obligations or liabilities to any contractor, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, or third-party agreement, the Federal Government continues to have no obligation or liabilities to any party, including the CONTRACTOR or third-party contractor.

B. Third-Party Contracts and Subagreements Affected. To the extent applicable, federal requirements extend to third-party contractors and their contracts at every tier, and to the subagreements of third-party contractors and the subagreements at every tier. Accordingly, the CONTRACTOR agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each subagreement financed in whole or in part with financial assistance provided by the FTA.

C. No Relationship between the California Department of Transportation and Third-Party Contractors. Nothing contained in this Contract or otherwise, shall create any contractual relationship, obligation or liability between the California Department of Transportation and any third-party contractors, and no third-party contract shall relieve the CONTRACTOR of his responsibilities and obligations hereunder. The CONTRACTOR agrees to be fully responsible to the Awarding Agency for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR’s obligation to pay its third-party contractors is an independent obligation from the Awarding Agency’s obligation to make payments to the CONTRACTOR. As a result, the California Department of Transportation shall have no obligation to pay or to enforce the payment of any moneys to any third-party contractor.

D. Obligations on Behalf of the California Department of Transportation. The CONTRACTOR shall have no authority to contract for or on behalf of or incur obligations on behalf of the California Department of Transportation.

E. The Awarding Agency shall approve in writing all proposed Subagreements, Memorandums of Understanding (MOU), or similar documents relating to the performance of the Contract prior to
implementation. The CONTRACTOR agrees that it will not enter into any Subagreements unless the same are approved in writing by the Awarding Agency. Any proposed amendments or modifications to such Subagreements must be approved by the Awarding Agency prior to implementation.

3.2 Debarment and Suspension.

A. The CONTRACTOR agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. Section 6101 note; and U.S. DEPARTMENT OF TRANSPORTATION regulations on Debarment and Suspension and 49 CFR Part 29.

B. Unless otherwise permitted by the California Department of Transportation, the CONTRACTOR agrees to refrain from awarding any third-party contract of any amount to or entering into any sub-contract of any amount with a party included in the “U.S. General Services Administration’s (U.S. GSA) List of Parties Excluded from Federal procurement and Non-procurement Program,” implementing Executive Order Nos. 12549 and 12689, “Debarment and Suspension” and 49 CFR Part 29. The list also include the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12546 and 12689.

C. Before entering into any subagreements with any subcontractor, the CONTRACTOR agrees to obtain a debarment and suspension certification from each prospective recipient containing information about the debarment and suspension status and other specific information of that awarding agency and its “principals,” as defined at 49 CFR Part 29.

D. Before entering into any third-party contract exceeding $25,000.00, the CONTRACTOR agrees to obtain a debarment and suspension certification from each third-party contractor containing information about the debarment and suspension status of that third-party contractor and its “principals,” as defined at 49 CFR 29.105(p). The CONTRACTOR also agrees to require each third-party contractor to refrain from awarding any subagreements of any amount, at any tier, to a debarred or suspended subcontractor, and to obtain a similar certification for any third-party subcontractor, at any tier, seeking a contract exceeding $25,000.00.

3.3 Program Fraud and False or Fraudulent Statements or Related Acts

A. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 et seq. and US Department of Transportation regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31, apply to its actions pertaining to this PROJECT. Upon execution of an underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, and pertaining to the underlying contract or the federally assisted PROJECT for which this contracted work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 in the CONTRACTOR to the extent the Federal Government deems appropriate.

B. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a PROJECT that is financed in whole or in part with federal assistance originally awarded by the FTA under the authority of 49 U.S.C. Section 5307, the Government
reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307 (n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

C. The CONTRACTOR agrees to include the above two clauses in each subagreement financed in whole or in part with Federal Assistance provided by the California Department of Transportation. It is further agreed that these clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3.4 Access to Records

The Awarding Agency, the California Department of Transportation, the State Auditor General, and any duly authorized representative of the Federal government shall have access to any books, records, and documents of the CONTRACTOR and its subcontractors that are pertinent to this Contract of audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. The CONTRACTOR shall include a clause to this effect in every subagreement entered into relative to the PROJECT.

3.5 Record Keeping

The CONTRACTOR and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Contract. All parties shall make such materials available at their respective offices at all reasonable times during the performance and for three (3) years from the date of final payment under this Contract and all subagreements.

3.6 Accounting Records

The CONTRACTOR shall establish and maintain separate accounting records and reporting procedures specified for the fiscal activities of the PROJECT. The CONTRACTOR’S accounting system shall conform to generally accepted accounting principles (GAAP) and uniform standards that may be established by California Department of Transportation. All records shall provide a breakdown of total costs charged to the PROJECT including properly executed payrolls, time records, invoices, and vouchers.

3.7 Federal Changes, Amendments to State, and Local Laws, Regulations, and Directives

The terms of the most recent amendments to any federal, State, or local laws, regulations, FTA directives, and amendments to the grant or cooperative contract that may be subsequently adopted, are applicable to the PROJECT to the maximum extent feasible, unless the California Department of Transportation provides otherwise in writing.

3.8 Civil Rights (Title VI, EEO, & ADA)

During the performance of this Contract, the CONTRACTOR its assignees and successors in interest, agree to comply with all federal statutes and regulations applicable to grantee subrecipients under the Federal Transit Act, including, but not limited to the following:

as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection from training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation may issue.

B. Nondiscrimination. The CONTRACTOR, with regard to the work performed by it during the contract term shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. Department of Transportation's Regulations, including employment practices when the Contract covers a program whose goal is employment. Further, in accordance with Section 102 of the Americans with Disabilities Act (ADA), as amended, 42 U.S.C. Section 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation may issue.

C. Solicitations for Subcontractors Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation by the CONTRACTOR for work performed under a subagreement, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the subcontractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Awarding Agency or the California Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, the CONTRACTOR shall certify to the Awarding Agency of the California Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of the Contract, the Awarding Agency shall:

1. Withholding of payment to the CONTRACTOR under the Contract until the CONTRACTOR complies, and/or
2. Cancellation, termination, or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The CONTRACTOR shall include the provisions of these paragraphs A through F in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR will
take such action with respect to any subcontractor or procurement as the Awarding Agency or the California Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such directions, the CONTRACTOR may request the Awarding Agency to enter into such litigation to protect the interest of the Awarding Agency, and, in addition, the CONTRACTOR may request the California Department of Transportation to enter into such litigation to protect the interests of the California Department of Transportation.

3.9 Incorporation of FTA Terms

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this AGREEMENT. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any California Department of Transportation requests which would cause the California Department of Transportation to be in violation of the FTA terms and conditions. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any Awarding Agency requests which would cause the Awarding Agency to be in violation of the FTA terms and conditions.

3.10 Energy Conservation

The CONTRACTOR agrees to comply with the mandatory energy efficiency standards and policies within the applicable California Department of Transportation energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42, U.S.C. Section 6321 et seq.

3.11 Buy America

The CONTRACTOR shall comply with the Buy-America requirements of 49 U.S.C. 5323(j) and 49 CFR Part 661 for all procurements of steel, iron, and manufactured products used in PROJECT. Buy-America requirements apply to all purchases, including materials and supplies funded as operating costs, if the purchase exceeds the threshold for small purchases (currently $100,000.00). Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(c) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

3.12 Lobbying

A. The CONTRACTOR agrees that it will not use federal assistance funds to support lobbying. In accordance with 31 U.S.C. and U.S. Department of Transportation Regulations, “New Restrictions on Lobbying,” 49 CFR Part 20, if the bid is for an award for $100,000.00 or more the Awarding Agency will not make any federal assistance available to the CONTRACTOR until the Awarding Agency has received the CONTRACTOR’s certification that the CONTRACTOR has not and will not use federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal grant, cooperative agreement, or any other federal award from which funding for the PROJECT is originally derived, consistent with 31 U.S.C. Section 1352, and;
B. If applicable, if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with the form instructions.

C. The CONTRACTOR shall require that the language of the above two clauses be included in the award documents for all sub-awards at all tiers (including subagreements, sub-grants, and contracts under grants, loans, and cooperative agreements) which exceed $100,000.00 and that all awarding agencies shall certify and disclose accordingly.

This Contract is a material representation of facts upon which reliance was placed when the Contract was made or entered into. These provisions are a prerequisite for making or entering into a Contract imposed by Section 1352, Title 31, U.S. Code. Any person who fails to comply with these provisions shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each failure.

3.13 Clean Air
A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq. The CONTRACTOR agrees to report each violation to the Awarding Agency and understands and agrees that the Awarding Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B. The CONTRACTOR also agrees to include these requirements in each subagreement exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

3.14 Clean Water
A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The CONTRACTOR agrees to report each violation to the Awarding Agency and understands and agrees that the Awarding Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B. The CONTRACTOR also agrees to include these requirements in each subagreement exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

3.15 U.S. Flag Requirements (Cargo Preferences) (Fly America)
A. Shipments by Ocean Vessel. For third-party contacts that may involve equipment, materials, or commodities which may be transported by ocean vessels, the CONTRACTOR and subagreements must comply with 46 U.S.C. Section 55303 and 46 CFR Part 381, “Cargo Preferences-U.S. Flag Vessels.”

B. Shipments by Air Carrier. For third-party contracts that may involve shipments of federally assisted property by air carrier, the CONTRACTOR and subagreements must comply with the “Fly America” Act and 49 U.S.C. Section 40118, “Use of United States of America Flag Carriers,” and 41 CFR Section 301-10.131 through 301-10.143.
C. Project Travel. In accordance with Section 5 of the International Air Transportation Fair Competitive Practices Act of 1973, as amended, (“Fly America” Act), 49 U.S.C. 40118 and 41 CFR Part 301-10, the CONTRACTOR and all subcontractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation, to the extent such service is available or applicable.

3.16 Charter Service Operations

The CONTRACTOR agrees to comply with 49 U.S.C. Section 5323(d) and 49 CFR Part 604, which provides that recipients and awarding agencies of the FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions listed at 49 CFR-Subpart B. Any charter service provided under one of the exceptions must be “incidental,” i.e., it must not interfere with or detract from the provision of mass transportation. The CONTRACTOR assures and certifies that the revenues generated by its incidental charter bus operations (if any) are, and shall remain, equal to or greater than the cost (including depreciation on federally assisted equipment) of providing the service. The CONTRACTOR understands that the requirements of 49 CFR Part 604 will apply to any charter service provided, the definitions in 49 CFR part 604 apply to this contract, and any violation of this contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

3.17 School Bus Operations

Pursuant to 49 U.S.C. 5323(F) and 49 CFR Part 605, the CONTRACTOR agrees that it and all its subcontractors will: (1) engage in school transportation operations in competition with private school transportation operators only to the extent permitted by an exception provided by 49 U.S.C. 5323(F) and implementing regulations, and (2) comply with requirements of 49 CFR Part 605 before providing any school transportation using equipment or facilities acquired with federal assistance awarded by the FTA and authorized by 49 U.S.C. Chapter 53 or Title 23 U.S.C. for transportation projects. The CONTRACTOR understands that the requirements of 49 CFR Part 605 will apply to any school transportation it provides, that the definitions of 49 CFR Part 605 apply to any school transportation agreement, and a violation of the contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

3.18 Drug and Alcohol Program

The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the California Department of Transportation, or the Awarding Agency to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The CONTRACTOR agrees further to certify annually its compliance with Part 655 before February 15th and to submit the Management Information System (MIS) reports before February 15th to LTA, 330 Tres Pinos Road, Suite C7, Hollister, CA 95023. To certify compliance the CONTRACTOR shall use the “Substance Abuse Certifications” in the “Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements,” which is published annually in the Federal Register.
3.19 Intelligent Transportation Systems (ITS) National Architecture


3.20 Section 504 and Americans with Disabilities Act Program Requirements

The CONTRACTOR will comply with 49 CFR Parts 27, 37, and 38, implementing and Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794, as amended.

3.21 Recycled Products

The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

3.22 Contract Work Hours and Safety Standards Act

A. The CONTRACTOR agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. Section 33 and also ensure compliance of its subcontractors; if applicable, CONTRACTOR shall comply with DOL regulations “Safety and Health Regulation for Construction” 29 CFR Part 1926.

B. No CONTRACTOR or subcontractor contracting for any part of the work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at the rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

3.23 Transit Employee Protective Arrangements (Transit Operation Only)

The CONTRACTOR agrees to comply with applicable transit employee protective requirements, as follows:

A. The CONTRACTOR agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contract and to meet the employee protective requirements of 49 U.S.C. 5333(b), and U.S.DOL guidelines at 29 CFR Part 215, and any amendments there to.

B. The CONTRACTOR also agrees to include the applicable requirements in each subagreement involving transit operations financed in whole or in part with federal assistance provided by the FTA.
## 4 Exhibit C - LTA Vehicle, Facility, and Equipment List

### Exhibit C to Agreement – LTA Vehicle, Facility, and Equipment List

### 4.1 CE Vehicles

<table>
<thead>
<tr>
<th>Number</th>
<th>Last 5 VIN</th>
<th>Make, Model</th>
<th>Number Seats</th>
<th>Fuel</th>
</tr>
</thead>
<tbody>
<tr>
<td>46</td>
<td>05654</td>
<td>2008 Ford Cutaway</td>
<td>12A/2WC</td>
<td>Gas</td>
</tr>
<tr>
<td>47</td>
<td>01405</td>
<td>2008 Ford Cutaway</td>
<td>12A/2WC</td>
<td>Gas</td>
</tr>
<tr>
<td>48</td>
<td>01432</td>
<td>2008 Ford Cutaway</td>
<td>12A/2WC</td>
<td>Gas</td>
</tr>
<tr>
<td>53</td>
<td>10017</td>
<td>2008 Starcraft Allstar</td>
<td>12A/2WC</td>
<td>Gas</td>
</tr>
<tr>
<td>55*</td>
<td>56588</td>
<td>2007 Blue Bird</td>
<td>23A/2WC</td>
<td>Diesel</td>
</tr>
<tr>
<td>57*</td>
<td>03123</td>
<td>2008 Glaval</td>
<td>28A/2WC</td>
<td>Diesel</td>
</tr>
<tr>
<td>59</td>
<td>01823</td>
<td>2010 Starcraft</td>
<td>14A/2WC</td>
<td>Gas</td>
</tr>
<tr>
<td>60</td>
<td>01785</td>
<td>2010 Starcraft</td>
<td>14A/2WC</td>
<td>Gas</td>
</tr>
<tr>
<td>61</td>
<td>59589</td>
<td>2013 Starcraft</td>
<td>12A/2WC</td>
<td>Gas</td>
</tr>
<tr>
<td>64*</td>
<td>M1409</td>
<td>2013 Glaval</td>
<td>28A/3WC</td>
<td>Diesel</td>
</tr>
<tr>
<td>65</td>
<td>55154</td>
<td>2016 Glaval</td>
<td>16A/2WC</td>
<td>Gas</td>
</tr>
<tr>
<td>66</td>
<td>55136</td>
<td>2016 Glaval</td>
<td>16A/2WC</td>
<td>Gas</td>
</tr>
<tr>
<td>67</td>
<td>55144</td>
<td>2016 Glaval</td>
<td>16A/2WC</td>
<td>Gas</td>
</tr>
<tr>
<td>68</td>
<td>55140</td>
<td>2016 Glaval</td>
<td>12A/2WC</td>
<td>Gas</td>
</tr>
<tr>
<td>69</td>
<td>C3099</td>
<td>2016 Glaval</td>
<td>32A/2WC</td>
<td>Diesel</td>
</tr>
<tr>
<td>70</td>
<td>C3100</td>
<td>2016 Glaval</td>
<td>32A/2WC</td>
<td>Diesel</td>
</tr>
<tr>
<td>71</td>
<td>02737</td>
<td>2018 Starcraft</td>
<td>12A/2WC</td>
<td>Gas</td>
</tr>
<tr>
<td>72</td>
<td>04298</td>
<td>2018 Starcraft</td>
<td>12A/2WC</td>
<td>Gas</td>
</tr>
<tr>
<td>73</td>
<td>02743</td>
<td>2018 Starcraft</td>
<td>12A/2WC</td>
<td>Gas</td>
</tr>
<tr>
<td>737*</td>
<td>61432</td>
<td>2013 Dodge Caravan</td>
<td>5A/1WC</td>
<td>Gas</td>
</tr>
</tbody>
</table>

* = backup vehicle
4.2 CE Facility Floor Plan, Phone/Internet Connections and Technology Applications

1. CONTRACTOR computer, business phone, and business internet connection
2. LTA computer, two dispatch phones, dispatch internet connection
3. LTA server, one dispatch phone, dispatch internet connection
4. CONTRACTOR computer and business internet connection

4.3 CE Radio Equipment

Kenwood NX-700 base station with “push-to-talk” radios in each vehicle with automatic digital ID feature. Vehicle location and tracking software using “push-to-talk” GPS location via Google Maps. Software allows remote monitoring capability for emergency situations.
### 4.4 CE Telephone System

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Toshiba Strata CIX40 Digital R3 Software 6.1</strong> Telephone System. Equipped with 4 caller ID capable central office lines, 16 digital telephone ports. Equipped to integrate with 4 digital ports of automated attendant/voice mail plus 1 port(s) available for connection of analog devices. System also equipped with Network Interface Card providing one circuit for 100 base-TX Ethernet LAN Connection for FIX WinAdmin, Maximum capacity of 40 ports.</td>
</tr>
<tr>
<td>1</td>
<td>Toshiba CIIX 40 voice processing system with automated attendant and voicemail. Equipped with 4 digitally integrated ports, approximately 40 hours of storage or up to 10,000 total messages and 374 mailboxes.</td>
</tr>
<tr>
<td>4</td>
<td><strong>Analog Loop/Ground Start Central Office Ports with Caller ID</strong></td>
</tr>
<tr>
<td>8</td>
<td><strong>Digital Station Ports</strong>, support for connection of NEC Univerge DT300 Series Terminals, NEC DTR-Dterm I Terminals, and NEC DTH-IPK II Terminals</td>
</tr>
<tr>
<td>4</td>
<td><strong>Toshiba 20-Button Digital Key Telephone (DP5132-SD)</strong> with 4-line Backlit LCD display, voice announce, handsfree answerback, LED message waiting indication, electronic volume and tone controls, half-duplex speakerphone capability and built-in headset interface</td>
</tr>
<tr>
<td>2</td>
<td>Jabra Wireless Headsets with 325’ range and electronic hookswitch eliminating the need for lifters to answer and disconnect calls while away from desk</td>
</tr>
</tbody>
</table>
4.5 CE RouteMatch Dispatching Software and Hardware

Software: Paratransit Data Management Modules
- Admin/Settings Module
- Customers Module
  - Data Import
- Funding Sources Module
- Addresses Module
- Trips Module
- Scheduling Module
- Dispatching Module
- Services
  - Billing Module
- RouteMatch Billing Engine
- Verification Module
- Reporting Module
- Drivers Module
- Vehicles Module
- Mobile Data System Module

<table>
<thead>
<tr>
<th>Hardware</th>
<th>Quantity</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>17</td>
<td>Samsung Galaxy Tablet, 8-inch</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Dell Optiplex 3010</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Processor</td>
<td>3rd Gen Intel Core i5-3470</td>
</tr>
<tr>
<td></td>
<td>Memory</td>
<td>8GB, NO N ECC, 1600 M HZ DDR3</td>
</tr>
<tr>
<td></td>
<td>Video Card</td>
<td>Intel 174, Integrated Graphic w/ Single HDMI/VGA</td>
</tr>
<tr>
<td></td>
<td>Hard Drive</td>
<td>250GB 3.5&quot; SATA 6GB/s with 8MB</td>
</tr>
<tr>
<td></td>
<td>CD-ROM/DVD-ROM</td>
<td>8X DVD+/RW, Slimline</td>
</tr>
<tr>
<td></td>
<td>Speakers</td>
<td>AX510 Black Sound Bar</td>
</tr>
<tr>
<td></td>
<td>Monitor</td>
<td>Dell Professional P2412H 24-inch Widescreen Flat Panel</td>
</tr>
<tr>
<td></td>
<td>Operating System</td>
<td>Windows 7 Professional</td>
</tr>
<tr>
<td></td>
<td>Software</td>
<td>Microsoft Office Professional 2010</td>
</tr>
<tr>
<td></td>
<td>Keyboard</td>
<td>Dell Multimedia with Hot Keys</td>
</tr>
<tr>
<td></td>
<td>Mouse</td>
<td>Dell MS111 USB Optical</td>
</tr>
<tr>
<td>One (1)</td>
<td>Lenovo TS440</td>
<td></td>
</tr>
<tr>
<td>Operating System</td>
<td>Windows Server 2008</td>
<td></td>
</tr>
<tr>
<td>Database Software</td>
<td>Microsoft SQL Server 2012</td>
<td></td>
</tr>
<tr>
<td>Processor</td>
<td>Intel Xeon 3.3 GHz</td>
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</tr>
<tr>
<td>Network Adapter</td>
<td>Broadcom 5720 DP 1 Network interface Card (2)</td>
<td></td>
</tr>
<tr>
<td>Memory</td>
<td>8GB RDIMM (2)</td>
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<tr>
<td>RAID Configuration</td>
<td>Raid 0</td>
<td></td>
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<tr>
<td>Hard Drive</td>
<td>1.2 TB (3)</td>
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<tr>
<td>Internal Optical Drive</td>
<td>DVD</td>
<td></td>
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<tr>
<td>Power Supply</td>
<td>Dual, Redundant Power Supply</td>
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<tr>
<td>Memory DIMM Type and Speed</td>
<td>1333 MHz RDIMMs</td>
<td></td>
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<tr>
<td>Speakers</td>
<td>AX510 Black Sound Bar</td>
<td></td>
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<tr>
<td>Monitor</td>
<td>Dell Professional P2412H 24-inch Widescreen Flat Panel</td>
<td></td>
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<tr>
<td>Keyboard</td>
<td>Smart Card Reader USB</td>
<td></td>
</tr>
<tr>
<td>Mouse</td>
<td>Silver Storm Optical</td>
<td></td>
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</tbody>
</table>
5  EXHIBIT D - MV PUBLIC TRANSPORTATION, INC. PROPOSAL AND BEST AND FINAL OFFER

Exhibit D to Agreement - MV Public Transportation, Inc. Proposal and Best and Final Offer

5.1 MV Public Transportation, Inc. Proposal

MV Public Transportation, Inc. proposal response to LTA’s RFP #2018-01 - Operation of San Benito County Express and Specialized Transportation Services has been inserted into this AGREEMENT’s Exhibit D. AGREEMENT page numbering will be off due to the digital process of inserting the proposal file.
Proposal Option 1B

MV Transportation, Inc.

San Benito Local Transportation Authority
Operation of San Benito County Express (Stand-alone) and/or County Express and Specialized Transportation Services (Combined) – Proposal Option 1B
Request for Proposals #2018-01
Confidentiality Statement

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

For ease of LTA’s review, MV has:

- Indicated those sections of our proposal narrative considered either confidential or a trade secret using footnotes;

- Confidential attachments included in this proposal response are marked “confidential” in the margins of each document;

- MV considers its pricing information confidential and has therefore indicated so in the margin of each price page; and,

- Enclosed a single copy of its Audited Financial Statements separately, in a sealed envelope along with the original proposal.
5.6.2 Cover Letter
5.6.2 Cover Letter

Proposal for Option 1B

August 3, 2018

Ms. Mary Gilbert, Executive Director
San Benito County Local Transportation Authority
330 Tres Pinos Road, Suite C7
Hollister, California 95023

Dear Ms. Gilbert:

MV Transportation, Inc. and all subsidiaries, joint ventures, partnerships and affiliates, (or “MV”) greatly appreciates the opportunity to submit its proposal in response to the San Benito County Local Transportation Authority (“LTA”), Request for Proposal Number 2018-01 for Operation of San Benito County Express and Specialized Transportation Services. I am hopeful that MV’s demonstrated breadth of experience and history in providing these services for the past 17 years, as well as overall industry tenure offers assurance that it is a stable and qualified partner.

The following table provides company information as requested in the RFP.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>MV Transportation, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact information:</td>
<td>Ms. Cristina Russell, vice president is the LTA’s contact during the period of proposal evaluation. Please see her address and phone number below. 2711 N. Haskell Avenue Suite 1500, LB2 Dallas, TX 75204 707.330.0755</td>
</tr>
<tr>
<td>Authorized representative:</td>
<td>Ms. Amy Barry, assistant corporate secretary.</td>
</tr>
<tr>
<td>Proposal validity:</td>
<td>MV’s proposal is valid for a minimum period of 180 days subsequent to the RFP closing date.</td>
</tr>
</tbody>
</table>

MV acknowledges receipt of Addendum No. 1, dated May 24, 2018; Addendum No. 2 dated July 13, 2018; and, Addendum No. 3, dated July 25, 2018 with corresponding attachments and answers to questions.
As required, MV’s proposed operating plan follows this cover letter. The plan reflects programs and initiatives in place today that are essential in achieving continued success of the County Express system. Our proposal also presents a plan to combine and operate both the County Express system and the Specialized Transportation services. A brief summary of our offering to the LTA is presented below.

**Project Understanding**

The San Benito County Local Transportation Authority has been overseeing the operation, and administration of the County Express of Hollister since 1990. The County Express services provide local fixed route service, general public dial-a-ride, ADA paratransit, and commuter services to the residents of San Benito County. The LTA also provides three Specialized Transportation Services comprising out-of-county non-emergency medical transportation, senior lunch programs, and a medical-shopping assistance program. The LTA’s release of Request for Proposals, #2018-01 invites proposers to submit one proposal in response to the multiple options outlined in the RFP. In reviewing the RFP, subsequent addenda, and answers to questions, MV submits its proposal for Option 1B - for the current operation of the County Express services as a stand-alone and combined operations with the Specialized Transportation Services.

**Commitment to your Passengers**

The LTA’s commitment to providing the highest customer service quality to its passengers is evident throughout the past 17 years of operating these services. It is with this realization that MV presents the newest programs that reinforce our continued commitment to your passengers and community members. MV knows that the top three components of any passenger transportation system are customer service, safety, and accountability. When every team member bases their activities on these core tenets, customer confidence is assured. A safe customer-focused team delivers service
reliability – meeting both passenger and client expectations. MV will initiate new passenger-centric programs and initiatives that refresh our approach and ensure continued provision of high-quality customer services.

- **Customer Service Training Program:** All of MV’s San Benito staff will participate in our new four-hour Platinum Connection Customer Service (PCCS) Training. The program is a specialized transportation-focused, enhanced interactive training; it teaches employees how to make customer-centric, solution-focused choices.

- **Specialized Training:** The PCCS program is complemented by MV’s mandatory sensitivity, empathy, and passenger assistance training. MV’s 108.33-hour operator training program addresses characteristics unique to paratransit services, with a focus on safety and customer service. Our team is cross-trained in both paratransit and fixed route services to ensure consistency in passenger assistance, staffing efficiency, and service reliability. In preparation for the ST services, each of our vehicle operators will receive focused door-to-door customer service training to ensure passenger safety and offers assurance of our team’s support and commitment to these services.

- **Passenger Safety:** In addition to the customer service training, MV includes two effective passenger-minded onboard safety alert systems. The new ST vehicles will be equipped with the DriveCam event-triggered camera system (upon LTA approval). The camera captures and saves recordings of any incident that causes g-force movements (fast turns, collisions, hard breaks, or manually-triggered events). This system will remain in the CE vehicles and has resulted in increased safety performance with a decrease in incidents throughout the current term.

Both the CE and ST vehicles will benefit from the second safety-focused alert system. Mobileye is a collision avoidance system that offers a unique solution to incident prevention. This system detects impending collisions with other vehicles, objects, bicyclists, and pedestrians. Using a windshield-mounted camera, Mobileye alerts operators of an impending collision – allowing time to recover and prevent the incident.

- **On-Going Training:** Our on-going training curriculum is administered during our mandatory bi-monthly, two-hour safety meetings. These meetings keep our team current in new training procedures, policies, and techniques – such as wheelchair equipment tiedowns, and passenger securement components. The program also includes operator license certification and recertification review, evaluation, and testing. MV will localize all safety and training activities in the new term.
• **Secret Rider Program:** In addition to the LTA’s Passenger Survey, MV will initiate a Secret Rider Program, to gauge customer satisfaction and uncover opportunities to maximize service quality and efficiencies in support of passenger comfort and confidence in the system.

• **Call Monitoring and Service Knowledge:** In the new term, our quality assurance “secret rider” program will extend to include the monitoring of our dispatcher/customer service representatives. Our management team will periodically observe call intakes to ensure our front-line support staff is representative of the LTA, its transit systems, and MV brands. MV will also initiate an anonymous caller program wherein our management team will schedule volunteers to call and request trip planning and transit system assistance to gauge staff’s system knowledge. These observations will garner feedback on areas that may need to be refined through immediate retraining or one-on-one coaching.

• **Community Support:** A member(s) of the management team will continue to attend the LTA board meetings to respond to passenger and LTA staff feedback. MV understands that this is essential in retaining current and establishing new partnerships with your communities and the County as a whole. When necessary, a member of MV’s regional support team will attend these meetings.

• **Responsiveness to Passenger Feedback:** MV’s team will proactively address passenger complaints. Our General Manager Leona Medearis-Peacher will serve as the primary resource for resolving complaints received from customers through the LTA. She will be tasked with reviewing complaint data for trends by staff member, time of day, passenger, and as well as other factors to determine patterns and corrective measures. Leona will inform LTA of all complaints received and escalate any necessary to LTA management. Our general manager will also engage MV’s regional team as necessary to resolve issues and ensure customer satisfaction.

• **Recognition Programs:** When employees are honored for their contributions to the team’s success, they take pride in their work and continue to pursue excellence, while setting a standard for their teammates to strive for. The current MV San Benito staff, as well as newly hired personnel, automatically qualify for our progressive safety-minded incentive programs. Our program commends and encourages excellent safety performance.

**Attracting and Retaining Quality Workforce:** Of great value to these services is the tenure of our local team; most of which have remained in San Benito through the
past and current term – equalling more than 6 years. Retaining a current workforce supports service quality, offers passenger reassurances, and service consistency. MV continues to offer current and new staff, who qualify a competitive benefits package. The company has an existing collective bargaining agreement with the SMART (Sheet Metal Air Rail Transportation) International Union Local 0023.

*Investing in our employees creates a positive work environment and motivates our team to excel – resulting in high-quality customer service, staff reliability, and workforce stability.*

**Moving Forward with MV**

As the County’s contractor since 2001, no other company understands the LTA’s transit system like MV. MV has remained a consistent partner in achieving each performance standard outlined by the LTA throughout our 17-year partnership history. The company’s record in meeting these standards assures the LTA of our ability to accomplish the additional standards for the new term, including a fully-dedicated general manager, and added dispatch staff to elevate the service as it continues to grow. In achieving these new objectives, we have selected Ms. Leona Medearis-Peacher, who is a rooted Central Valley area resident. Her leadership, coupled with our highly experienced team makes MV the best positioned to continue as the County’s service provider for CE services, and gives us the stability necessary to seamlessly add the ST services in the new term. A brief summary of Leona’s background follows with a complete biographical profile in *Section 5.6.4Question 5.*

**General Manager Leona Medearis-Peacher** brings more than 22 years of managerial experience inclusive of her seven years of transportation industry experience. Of significance to these services, she is a certified Transportation Safety Institute (TSI) trainer. Leona’s initial priority is to establish consistent and effective communication with the LTA and her team. She will schedule weekly meetings with LTA staff in support of full operational transparency and assurance of accurate data collection and reporting. Her experience in dispatching and vehicle operator support will assure the LTA of her ability to ensure high-quality customer service is achieved each day of service. As a certified TSI trainer, Leona gives our MV San Benito team immediate benefit by localizing all safety and training activities. Leona will also lead our on-site safety training meetings and is held accountable to all safety compliance adherence.

**Operations Manager Mary Leon** began her transit career in San Benito and has nearly two decades of direct County Express system experience. Her service knowledge and
continued commitment to MV and the County is unmatched. In this role, Mary will continue to support our operations staff and with the new dispatch position and new requirements in the contract will transition her time to focus on driver scheduling, payroll, system eligibility, and supporting daily and monthly reporting efforts. She will lend support as a dispatcher/customer service representative and a licensed backup driver. She is a valued supervisor and can be relied upon to fill any staffing position in support of service stability. Mary is a focused, proactive professional and will work in partnership with Leona and the LTA to ensure front-line operations are aligned with contract performance standards and the riding community.

In the new term, MV will provide Transit Miner an extensive reporting solution that meets the LTA’s objective in capturing accurate, real-time data for the dial-a-ride system. Transit Miner will be integrated with the LTA’s RouteMatch system. This reporting and predictive analysis tool will assist our dispatchers in monitoring the paratransit service and offers a variety of dashboard options, allowing the team to make effective and efficient decisions for the CE and, if added to Routematch, ST’s dial-a-ride and door-to-door services throughout the service day. A complete description of this reporting tool is provided in Section 5.6.4 Question 22.

We also offer the LTA the option of Syncromatics technology through MV’s corporate partnership, as a cost option for the fixed route system. The Syncromatics technology eases the fixed route dispatching function. This platform serves as an automatic vehicle locator (AVL) and enables dispatcher/customer service representatives to view the vehicles’ location in real time, offering increased proactive monitoring on-time performance, route adherence, run status, and other reporting data. Similar to the RouteMatch system, Syncromatics also allows passengers to track the location of their vehicle.

Comparable to the Transit Miner solution, Syncromatics also offers reports, which provide a historical review of service performance. MV provides an overall summary of these data-driven, service optimizing systems with screenshots in Section 5.6.4 Question 23.

The County will continue to benefit from the ongoing support of MV’s regional team and support centers. These experts in their field comprise operations, safety, finance, union relations, and maintenance as needed. They are led and coordinated by Regional Vice President of Operations Scott Germann, who along with Director of Safety Jermaine Johnson are both northern California residents. Their proximity offers timely responses to the LTA and the local team. The regional team performs audits and holds the local team accountable for accurate reporting and meeting all performance standards as directed by the LTA and MV.
OPERATION OF SAN BENITO COUNTY EXPRESS AND SPECIALIZED TRANSPORTATION SERVICES

Regional Team | Tenure and Field of Work
--- | ---
Scott Germann, Regional Vice President | 20 years of overall transit operations management experience
Jermaine Johnson, Director of Safety | 20 years of safety and training oversight, compliance with all state, local, and federal safety regulations.
Mark Shirley, Director of Finance | 18 years of reporting, accounting, and budget adherence
Patrick Domholdt, Director of Labor | 9 years of transportation industry experience in union environment, specific to negotiations and adherence to labor laws, codes, and regulations
Richard Hans, Director of Maintenance (as needed) | 40 years of fleet and maintenance oversight, compliance with all state, local, federal laws and regulations

**Why MV**

As the LTA’s contractor since 2001, no other company understands your services like MV. Our company brings unequaled in-depth experience and insight in operating your CE services and is eager to incorporate the new ST services under one provider. MV commits to its industry-tenured management team, who are focused on quality customer service delivery, efficiency, and safety.

The management of your combined services offers consistencies in system management, hiring standards, background checks, drug and alcohol testing, employee performance expectations, program policies and procedures, cost controls, and regulatory compliance adherence. Overall, MV’s operations plan is built on transparency, accountability, and consistency in communication with an unwavering focus on customer service. We look forward to continuing our partnership with the LTA through the evolving CE services and the future management of the ST services.

If the LTA would like additional information or clarification on any components in our proposal, please do not hesitate to contact Ms. Cristina Russell, vice president. Cristina is your primary contact; she and I are authorized to make representations for MV Transportation, Inc., to include all its subsidiaries, joint ventures, partnerships, and
affiliates (the bidding entity). If awarded the contract, the Contracting Party will be MV Public Transportation, Inc.

Cristina can be reached any time of day at 707.330.0755 or cristina.russell@mvtransit.com. Additionally, Mr. Joe Escobedo, senior vice president will serve as your secondary contact; he can be reached any time of day at 623.340.3209 or joe.escobedo@mvtransit.com. Please direct all correspondence related to this and all future procurements to MV’s bid office located at 479 Mason Street, Ste. 221 Vacaville, CA 95688.

Thank you for the past 17 years of partnership and your consideration; I encourage you to select MV Transportation as your continued partner for the provision of the County Express and the new Specialized Transportation Services. We look forward to working with you and your staff throughout this procurement.

Sincerely,

Amy Barry
Assistant Corporate Secretary
MV TRANSPORTATION, INC.

SECRETARY’S CERTIFICATE

February 21, 2018

The undersigned, being the Secretary of MV Transportation, Inc. (the “Company”), hereby certifies, in her capacity as Secretary of the Company, the following:

1. The following officers have been duly appointed by the Board of Directors to the office set forth opposite their name:

   Kevin Jones, Chief Executive Officer
   Kevin Klika, President and Chief Operating Officer
   Erin Niewinski, Co-Interim Chief Financial Officer
   Gary Richardson, Co-Interim Chief Financial Officer
   Gary Coles, Chief Sales Officer
   Emily Somerville, Secretary
   Amy Barry, Assistant Secretary

2. The officers listed herein are authorized, in the name and on behalf of the Company, to submit proposals and enter into and bind the Company to contracts with respect to Requests for Proposals consistent with internal approval requirements.

IN WITNESS WHEREOF, the undersigned has executed this Secretary’s Certificate to be effective as of the date set forth above.

Emily Somerville, Secretary
5.6.3 Table of Contents
### 5.6.3 Table of Contents

#### 5.6.2 Cover Letter ................................................................. 3

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<table>
<thead>
<tr>
<th>Question</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Question 1</td>
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<td>Question 2</td>
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<td>Question 3</td>
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<td>Question 5</td>
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<td>Question 6</td>
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<td>31</td>
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<td>a. Employee Scheduling</td>
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<td>q.ii. Veteran Vehicle Operator Retraining Program</td>
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<td>q.iii. Ongoing Training</td>
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<td>Question 18</td>
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5.6.4 Questionnaire
5.6.4 Questionnaire

The company includes a tab with a response for each question under the Questionnaire heading following this page.
Question 1
Question 1

Describe your firm’s general management philosophy at the corporate and local level for operation of service(s) similar to that for which your firm wishes to be considered.

The management philosophy in our local San Benito operations is employee-centric wherein exceptionally high-excelling staff are commended and awarded with gift cards and monthly bonus cash awards. Our General Manager Leona Medearis-Preacher manages with an open-door policy and is hands-on with her team. This fosters an excellent relationship and encourages long-term retention and successful performance from our team.

MV continues to operate under a guiding management philosophy and in partnership with the LTA in realizing that service quality need not have a direct relationship to operating cost; instead is derived by a positive work environment where proactive employee relations, incentive programs, and professional development are encouraged.

Passenger transportation is a people-focused business, and excellence is achieved when qualified employees have the training and support resources to perform their jobs safely and professionally. Further, a well-trained, well-organized staff will realize operational efficiencies that can contain costs and deliver effective alternative options to MV’s customers, without reducing service or sacrificing quality.

Our proven management philosophy continues to yield achievements in employee longevity resulting in service consistency and reliability.
Question 2
Question 2

Describe your firm’s corporate/regional organizational structure and the resources that will be available to support the intended service or services. Be specific regarding level of effort, staffing, location, etc.

MV Transportation, Inc. is a C corporation that was incorporated in the State of California in 1978. The County will continue to be supported by the company’s headquarters office in Dallas, Texas, where MV’s executive team is based, as well as all company human resource, public relations, legal, and IT departments. We also maintain support offices in Elk Horn, Iowa and in Northern California.

The LTA’s services are supported locally by MV’s nearby Central Valley facilities (as shown in map) and their operations teams with prequalified and trained backup drivers, and tenured dispatcher/customer service representative staff.

Today, MV operates in 29 states, and through its subsidiaries, internationally. Within North America, the company has established operational regions, each with assigned support teams that comprise directors of safety, finance labor relations, human resources, and maintenance.

The County has the ongoing support of industry experts who are empowered and authorized to make decisions on behalf of the organization. Leading MV’s regional team is Regional Vice President Scott Germann; Scott reports directly to Chief Operating Officer Tom Egan.

The chart below illustrates the company’s reporting lines, level of support, and executive structure for the County’s services:
Scott Germann, Regional Vice President

Mr. Scott Germann is MV’s regional vice president overseeing the Central California region.

Scott serves as MV’s executive-level representative for this region and oversees MV’s compliance with the terms and conditions of its contracts. Scott manages contract service quality and confirms that MV is living up to the promises made in its proposal. He leads the regional support team assigned to his contracts and has authority over resource commitment and oversight.
Scott brings to this project over 20 years of transportation management experience. He joined MV in 2017 from Waste Management, where he served as Area Director for nine years. Scott worked for 19 years at Ryder Systems, Inc., where he served, among other positions, as Director of Operations and Area Director. His experience extends across facility, maintenance and asset management for fleets of over 2,000 vehicles.

**Jermaine L. Johnson, Director of Safety**

Mr. Jermaine Johnson oversees all safety and security programs and initiatives for operations in MV’s Central California region. He works with MV’s operations and maintenance support to ensure MV is compliant with all regulatory requirements relating to health, safety, and security. Jermaine schedules and/or conducts safety audits and inspections and provides safety-related support for new start-up operations. He also works with MV’s executive team to develop and enact company-wide safety policies.

Jermaine joined MV in 2017 as a floating safety manager for the Company’s Northwest region. He has over 20 years of safety management experience. He was with Royal Coach Tours in San Jose, CA for 12 years and served as the safety director. From there, Jermaine worked with the State of California Highway Patrol as a motor carrier specialist supervisor, where he worked for 8 years. He is a TSI-certified instructor.

**Mark Shirley, Director of Finance**

Mr. Mark Shirley is responsible for financial reporting, billing, accounts payable, accounts receivable, and all other accounting functions for the LTA as well as all other operations within his region. Mark ensures that MV’s local operations maintain their financial records according to best practices and MV’s high standards of accuracy and transparency.

Prior to joining MV, Mark worked as a controller/senior finance manager for Airgas in Vancouver, Wash. Here, he worked alongside the vice president of finance to complete a wide array of tasks including but not limited to; preparing the monthly reporting
package, budget preparation and completion, financial statement analysis, variance and trend analysis, and capital expenditures. Mark worked independently to manage the compensation program for 45 outside sales associates, and trained branch managers on profit and loss statements.

Mark holds a bachelor of business administration from Washington State University and is a certified public accountant.

**Patrick Domholdt, Director of Labor Relations**

Mr. Patrick Domholdt oversees all areas of MV’s labor relations in several MV regions across the United States, including Central California. He is responsible for all areas of labor management, including negotiations, grievances, arbitrations, and National Labor Relations Board matters. Patrick joined MV in 2016.

Patrick previously worked for FirstGroup America, Inc. (parent company of First Transit, Inc. and First Student, Inc.) as labor counsel, as well as in-house counsel for the Teamsters Local 631. Patrick brings an impeccable record of proactive labor relations and has previously supported this area in startups for both MV and his prior employer, FirstGroup America.

He has worked extensively with both Teamsters and ATU leadership in all aspects of labor relations since arriving in 2016. In his role as MV’s labor director, he has successfully negotiated five collective bargaining agreements and settled numerous grievances with these unions. *Patrick will be on-site as needed to continue to foster labor harmony with the SMART (Sheet Metal Air Rail Transportation) International Union Local 0023. He is prepared to meet with the SMART union representative to discuss the consolidation of the new ST staff when applicable.*

*Patrick is currently working with our local team to negotiate the new collective bargaining agreement with SMART.*

Patrick holds a Doctor of Law from Cleveland-Marshall College of Law (Cleveland State University) with a concentration in Labor and Employment Law and a Bachelor of Science in Aviation Technology from Purdue University.
Question 3
Question 3

Describe how your proposed operation would be organized at the local level in San Benito County. With your answer, include an organization chart indicating all job classifications in the organization and the number of employees (split between full-time and part-time) that would be used in each job classification. Provide a brief description of the duties of each position. At a minimum, the chart and description should address the following positions or position equivalents: General Manager, Operations Manager/Lead Dispatcher and Bus Drivers or any other personnel included in your proposal. Provide any information that would assist in determining the quality of the proposed organizational approach.

MV’s staffing for each job classification for the continued operation of the LTA’s County Express services is presented in the organization chart below. Please note, the additional number of vehicle operators are designated for the CE and the ST combined services.

Leona Medearis-Peacher
General Manager
(1 FT)

Dispatcher/Customer Service Representatives
(2 FT)

Mary Leon
Operations Manager
(1 FT)

Vehicle Operators
(13 FT / 2 PT - CE only)
(15 FT / 3 PT - CE & ST combined)
Job Duties

Vehicle Operator

Proposed for this project

<table>
<thead>
<tr>
<th>Title</th>
<th>Vehicle Operator</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department</td>
<td>Operations</td>
</tr>
<tr>
<td>Reports to</td>
<td>Operations Manager; Dispatchers while on route</td>
</tr>
<tr>
<td>Number Proposed</td>
<td>13 FT / 2 PT for CE</td>
</tr>
<tr>
<td></td>
<td>15 FT / 3 PT (for combined CE and ST services)</td>
</tr>
<tr>
<td>Coverage</td>
<td>All hours of service</td>
</tr>
</tbody>
</table>

This position's RACI

<table>
<thead>
<tr>
<th>Responsible for</th>
<th>Safe, reliable and customer-focused transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accountable for</td>
<td>Safety</td>
</tr>
<tr>
<td>Consulted about</td>
<td>On-time performance and routing, no shows, late cancellations, changes to manifests, vehicle malfunctions, accidents, and/or other disturbances.</td>
</tr>
<tr>
<td>Informed of</td>
<td>Real time challenges on road</td>
</tr>
</tbody>
</table>

About this position

Vehicle operators have a safety-first attitude, a professional and caring demeanor, and excellent people service skills.

Their primary responsibility is to transport customers while adhering to safety regulations, traffic laws, operating policy, and scheduled times.

Vehicle operators are trained in the system routes and are fluent in providing information regarding major stops, transfer points, and schedule information.

Vehicle operators are provided strict training in ADA regulation and are specially trained in passenger handling and those disabilities which may prevent a passenger from riding paratransit.

They respectfully and professionally respond to customer inquiries, providing information about the service and specific routes, as needed. Upon consent, operators respectfully assist passengers as they board the vehicle and aid those who agree to assistance in securing their mobility device.

All MV operators are trained in on-board technology, such as the LTA-provided tablets. Each must demonstrate proficiency in all dispatch communication procedures. Vehicle operators coordinate with dispatch regarding no shows, late cancellations, changes to manifests, vehicle malfunctions, accidents, and/or other disturbances. This position cleans interior of vehicles daily and exterior twice per week.
### General Manager (Leona Medearis-Peacher)

<table>
<thead>
<tr>
<th>Proposed for this project</th>
<th>Title</th>
<th>General Manager</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Department</td>
<td>Operations</td>
</tr>
<tr>
<td></td>
<td>Reports to</td>
<td>Regional Vice President</td>
</tr>
<tr>
<td></td>
<td>Number Proposed</td>
<td>1 FT</td>
</tr>
<tr>
<td></td>
<td>Coverage</td>
<td>8:00 a.m. to 5:00 p.m. M – F and on-call outside of service hours</td>
</tr>
</tbody>
</table>

**This position’s RACI**

<table>
<thead>
<tr>
<th>Responsible for</th>
<th>Safety program administer, employee training, refresher training, contract management, on-time performance, fleet cleaning, proactive communications, labor relations, budget, and finance management, human resources, and customer interface, leading all employee incentive programs, local representative, lead secret rider program, and distribution and processing of passenger surveys.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accountable for</td>
<td>Employee training, contract compliance, passenger surveys, and service performance.</td>
</tr>
<tr>
<td>Consulted about</td>
<td>Recommendations for service changes, new contract scope items</td>
</tr>
<tr>
<td>Informed of</td>
<td>Changes to service, schedules, and policies</td>
</tr>
</tbody>
</table>

**About this position**

The general manager is the daily operational liaison between MV and the County. They work in partnership with the County staff, the local team, MV’s corporate support personnel, and the riding community to realize the mission and vision of the County.

As general manager, they are responsible for the safe and high-quality operation of the transit system. This responsibility encompasses all efforts defined within the scope of work, including safety, training, personnel oversight, operating performance, data collection, reporting, community relations as well as passenger surveys, budgeting, accounting and finance, local purchasing, adherence to policy and procedure, contract administration, and more.

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

This manager attends local monthly board meetings, STTAC quarterly meetings and is an active participant in community events, local charities, and sponsorship programs.
Operations Manager (Mary Leon)

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<tr>
<th>Proposed for this project</th>
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<tbody>
<tr>
<td><strong>Title</strong></td>
<td>Operations Manager</td>
</tr>
<tr>
<td><strong>Department</strong></td>
<td>Operations</td>
</tr>
<tr>
<td><strong>Reports to</strong></td>
<td>General Manager</td>
</tr>
<tr>
<td><strong>Number Proposed</strong></td>
<td>1 FT</td>
</tr>
<tr>
<td><strong>Coverage</strong></td>
<td>5:30 a.m. to 2:00 p.m. Mon, Weds, Fri; 9:30 a.m. to 6:00 p.m. Tues &amp; Thurs; and on-call after hours</td>
</tr>
</tbody>
</table>

**This position’s RACI**

<table>
<thead>
<tr>
<th>Responsible for</th>
<th>Safety, on-time performance, fleet cleaning, proactive communications, employee relations, human resources, assisting general manager with training activities, and customer interface.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accountable for</td>
<td>Service performance</td>
</tr>
<tr>
<td>Consulted about</td>
<td>Recommendations for service changes, new contract scope items</td>
</tr>
<tr>
<td>Informed of</td>
<td>Changes to service, schedules, and policies</td>
</tr>
</tbody>
</table>

**About this position**

The operations manager oversees the safe and efficient operation of daily service, in compliance with the LTA policy and in conformance with MV standard operating procedures. Lead for all road supervision activities (i.e. road checks, ride checks, etc.). They are key to effectively managing customer relations and making sure all employees understand their roles and responsibilities, are capable of doing their jobs, are highly motivated, and coach and counsel as needed to accomplish assigned tasks. The operations manager works closely with dispatch/customer service representative team to confirm that vehicle operators are properly supported. This individual monitors service and confirms it is delivered on time and meets passenger expectations. They assist in farebox revenue management and reconciliation, human resource functions, manage employee files, and monitor attendance records.

Dispatcher/Customer Service Representative

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<tr>
<th>Proposed for this project</th>
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<tr>
<td><strong>Title</strong></td>
<td>Dispatcher/Customer Service Representative</td>
</tr>
<tr>
<td><strong>Department</strong></td>
<td>Operations</td>
</tr>
<tr>
<td><strong>Reports to</strong></td>
<td>General Manager</td>
</tr>
<tr>
<td><strong>Number Proposed</strong></td>
<td>2 FT</td>
</tr>
<tr>
<td><strong>Coverage</strong></td>
<td>All hours of service</td>
</tr>
</tbody>
</table>

**This position’s RACI**

<table>
<thead>
<tr>
<th>Responsible for</th>
<th>On road driver support and management via radio communications and AVL monitoring</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accountable for</td>
<td>Service reliability, on time performance, response to on road incidents.</td>
</tr>
<tr>
<td>Consulted about</td>
<td>Unplanned changes that affect performance, such as route detours, heavy traffic, and no shows, etc.</td>
</tr>
<tr>
<td>Informed of</td>
<td>Changes to routes start and end times</td>
</tr>
</tbody>
</table>

**About this position**

Dispatcher/customer service representatives answer calls and interact with passengers booking trips, exhibit superior customer service, and are professional, patient, and responsive at all times. They are proficient use of RouteMatch and minimize call time.
Proposed for this project

<table>
<thead>
<tr>
<th>Title</th>
<th>Dispatcher/Customer Service Representative</th>
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</thead>
<tbody>
<tr>
<td>Department</td>
<td>Operations</td>
</tr>
<tr>
<td>Reports to</td>
<td>General Manager</td>
</tr>
<tr>
<td>Number Proposed</td>
<td>2 FT</td>
</tr>
<tr>
<td>Coverage</td>
<td>All hours of service</td>
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</table>

This position directs all on-road operations that occur from daily pullout to return-to-yard. They coordinate with vehicle operators while in service in order to monitor operations status, mitigate delays, and assist in resolving service disruptions. This team supervises operators, manages report times, assigns vehicles, and distributes bulletins and other information. They are trained in reasonable suspicion and are responsible for assessing fitness for duty.

Dispatcher/customer service representatives monitor service delivery via radio/real-time and RouteMatch for paratransit service throughout the service day, working closely with operators and road supervisors to efficiently respond to service needs, including accidents and on-board emergencies. As needed, they coordinate and assist as an extraboard and/or back-up operator.

Quality of Organizational Approach

The LTA’s County Express services will continue to be administered by a local team with unmatched knowledge and understanding of the dynamics of these services. The LTA’s passengers will not experience any delays with a team already in place. The CE passengers will be at ease with a team who they are accustomed with – to get them where they need to go.

The ST passengers can rely on a team who are very familiar with the San Benito area, certified, and pre-trained in customer service, passenger sensitivity, ADA compliance, and wheelchair/mobile device securement.

Unmatched System Knowledge

The average tenure of our County Express staff spans more than 6.53 years. A greater percentage of our staff have remained with the County services since contact start.
Question 4
Question 4

For each job classification shown in the organization chart submitted for Question 1 above, list the proposed wages for each position utilizing Form A-4 in Appendix A, titled Labor Wages. CONTRACTOR shall certify in its response to this question that it will not lower the stated wage rates during the term of the agreement either for employees of the existing contractor or for employees hired after the agreement becomes effective.

The company recognizes the existing collective bargaining agreement in place with the SMART (Sheet Metal Air Rail Transportation) International Union Local 0023 representing the MV/San Benito County team. MV Transportation, Inc. certifies that it will not lower the stated wage rate of the existing employees or for the employees hired after the term of the agreement with the LTA becomes effective.

MV captured the proposed wages on Form A-4 for each job classification outlined in the organizational chart in Question 3.
Question 5
**Question 5**

Specifically identify and describe the experience and qualifications of the proposed Site Manager, Operations Manager, and Safety & Training Manager. In addition to concise descriptions of the experience and qualifications for these individuals, one page resumes for these individuals must be included in the response to this question. Identify references (including phone numbers) who can verify experience.

MV’s management team is 100 percent dedicated to these services through the next contract term. Our General Manager Leona Medearis-Peacher and Operations Manager Mary Leon bring more than five decades of combined transportation industry knowledge. No other management staff can equal their system knowledge or combined transit industry experience. A complete summary of the team’s experience and qualifications is provided below with each respective confidential one-page resume immediately following.

**Leona Medearis-Peacher, General Manager (Site Manager)**

Ms. Leona Medearis-Peacher is MV’s general manager, who brings more than two decades of management experience with a seven-year background in the transportation industry. Leona has a strong record of supporting the dispatch/customer service vehicle operator and road supervisory teams. She understands the demands of a multimode operations and the level of staff training, oversight, and monitoring needed to keep the team motivated to succeed.

As the current operations manager, beginning in 2015 at MV’s Salinas facility, she is relied upon to oversee a team of 85 vehicle operators, eight dispatchers, and four road supervisors. Her daily responsibilities include managing staff attendance, counseling, training, and response to passenger concerns. She ensures these operations adhere to client’s performance standards including budget adherence, on-time performance, and
customer service. In support of her community, Leona volunteers to participate in the Veterans Stand Down.

Prior to this, she was a road supervisor in Salinas for one year. She was tasked with ensuring vehicle operators adhered to MV’s policies and procedures to include DOT, safety, and FTA regulations. She monitored staff’s system knowledge, customer service delivery, and compliance to all ADA requirements. Leona responded to incident/accidents, assisted law enforcement, documented witness statements, prepared incident reports, and photographed all pertinent information.

Leona began her career at MV’s Salinas location as a vehicle operator. Here, she gained experience operating a mixed fleet of hybrid buses, trolleys, and cutaways. As an operator, she participated in safety meetings, attended new and on-going training programs, and company events. Prior to this, she was a vehicle operator for five years, from 2006 to 2011 with the Sara Lee Corporation in Stockton.

Of value to the LTA’s services, Leona is TSI-certified trainer. She will directly administer and manage the location’s safety and training directives. She will lead each bi-monthly, two-hour safety training, on-going refresher meetings, and safety incentive programs to keep the team engaged and updated on any new procedures or passenger-centric programs. Leona will ensure our team adheres to the standards as directed by the LTA and MV in support of operations safety, reliability, and consistent high-quality customer service. MV remains confident in Leona’s ability to meet the LTA’s expectations today and future CE and ST performance goals. Her one-page resume is presented on the next page.
Resume for Leona Medearis-Peacher

Summary of Qualifications
- Effective customer relations skills, strong analytical and strategic planning skills
- Knowledge of Americans with Disability Act (ADA), reasonable accommodation, safety DOT and FTA compliance regulations
- Knowledge of key operational performance metrics in relation to customer service and overall transit system
- Knowledge of labor union negotiation processes

Experience
Operations Manager, MV Transportation, Inc., (Salinas, CA) - 2015 to Present
- Manage and support a team comprising 85 vehicle operators, eight dispatchers, and four road supervisors in all phases of scheduling, customer service, fixed route and paratransit rides services. Maintained client expectations for on-time performance and ridership per hour, as well as staffing efficiency and NTD surveys.
- Managed staff attendance, counseling, and retraining; assist with payroll and accounting
  Responded to customer complaints, addressing issues through positive resolution with direct contact. Responsible for implementing, promoting and adhering to company financial, safety and operational policies and procedures
Road Supervisor - 2014 to 2015
- Supported, evaluated, and supervised vehicle operators for fixed route and paratransit system. Monitored vehicle operators to ensure adherence to company policies and procedures, DOT safety, and FTA regulations. Observed driver knowledge and implementation of customer service and ADA requirements to ensure rider safety
- Secured incident/accident scene in coordination with law enforcement, documenting witness statements, written incident reports, and photographic evidence in accordance with company policy

Vehicle Operator - 2014
- Operated hybrid buses, trolleys, and cutaways on fixed routes. Provided excellent customer service, ensuring DOT and FTA safety compliance, as well as following ADA regulations. Participated in safety meetings, training, and company briefings

Vehicle Operator, Sara Lee Corporation (Stockton & Castroville, CA) - 2006 to 2011
- Operated an 18’ freight liner vehicle, pulled inventory, and created efficient delivery routes

Assistant Manager, Safeway Corporation (Stockton, Lodi, & Modesto)- 1987 to 2006
- Scheduling employee shifts including breaks and lunches. Managed job assignments, assisted with payroll processing. Ordered, submitted, and reports
- Trained new employees, promoted workplace safety, and provided excellent customer service

Professional References
- Mary Ann Jackson, General Manager (former)
  John L. Scott Real Estate
  253.224.9049
- Rick Pozas, Owner
  Ram Trucking
  831.212.7239
- Louie Torres, Owner
  West Coast Bakery
  831.905.1733
Mary Leon, Operations Manager

MV’s Operations Manager Mary Leon brings more than three decades of transit industry experience. She began her transit career in San Benito in 1999 - equalling nearly two decades of direct County Express system hands-on knowledge. Her insight and commitment to these services are commendable. Mary’s proven knowledge and in-depth system insight makes her the most qualified to support our team as operations manager.

Mary supports our dispatcher/customer service representative team as a standby to relieve personnel during system peaks and staff absences. Further, she is also a licensed back-up driver. Mary can be relied upon to perform all road supervisory tasks as well. In the new term, she will monitor and observe our vehicle operator team to assure support and confirm training comprehension. She will respond to incidents, document occurrences, record events, prepare written reports, and coordinate backup vehicles with LTA maintenance staff (as needed). Mary will assist our General Manager Leona with but not limited to operations reporting, system monitoring, fare revenue collection and reconciliation, community meetings and events, passenger surveys, data collection, and road supervision.

In this role, Mary assures the LTA that our operations team will be fully supported and services will continue to meet and/or exceed the LTA’s expectations and those of its passengers, who rely on these services. Mary is committed to successfully leading our team through an additional contract term. Her resume follows this page.

Extended Commitment

In the new term, Mary will provide greater support to our vehicle operator team in commitment to the passengers who rely on the LTA’s services. She will perform vehicle operator evaluations to include mobility device securement checks.
Resume for Mary Leon

Summary of Qualifications
- 30+ years in transit operations
- Class B certified vehicle operator
- General public paratransit vehicle (GPPV) certified
- Bilingual in English and Spanish
- Proficiency in time management
- Proactive in problem resolution

Experience
Operations Manager, MV Transportation, Inc., (Hollister, CA)
1999 to Present
- Assist general manager in overseeing the daily operations of the LTA’s dial-a-ride and fixed route system
- Oversee the daily operation of 26 vehicles and six employees in compliance with policies and procedures of the LTA
- Provide direct support to dispatch team by assisting passengers with inquiries and call requests
- Assist vehicle operator team as backup driver as needed
- Maintain employee’s hours to control overtime; scheduling staff for efficiency
- Motivate, coach, and counsel employees in support of high-quality customer service
- Provide training as needed for new dispatchers
- Participate in location labor and employee relation activities
- Coordinate with local community in scheduling special events
- Implement and promote company policies and procedures
- Monitor system performance to ensure contract compliance including dispatch, quality assurance, and safety
- Serve as company liaison to passengers, LTA, and community members
- Work with County’s maintenance team in scheduling back-up vehicles during road calls

Professional References
- Mr. Tony Mercado, General Manager
  MV Transportation, Inc.
  408.667.2846
- Ms. Barbara Herrera, Payroll Specialist,
  Santa Clara County Courthouse
  408.230.2894
- Ms. Tuesday Dozal, Legal Secretary
  San Benito County Courthouse
  831.630.3512
Question 6
Question 6

Declare whether or not your firm would retain the employees of the prior contractor for a period of not less than 90 days, consistent with California Labor Code Sections 1070-1074. (As required by law, LTA will give a ten percent (10%) preference to any proposer who agrees to retain the non-exempt employees of the prior contractor.) Beyond said 90-day period, describe how you intend to utilize the current contractor’s drivers, dispatchers, supervisors, and other employees. What consideration, if any, would be given to seniority among existing contractor’s employees.

MV Transportation declares that it will retain the employees of its County Express location for a period of not less than 90 days. As the current operator of these services, MV will retain those individuals employed under this contract, except for reasonable and substantiated cause. That cause is limited to the particular employee’s performance or conduct while working under the prior contract or the employee’s failure of any controlled substances and alcohol test, physical examination, criminal background check required by law as a condition of employment, or other standard hiring qualification lawfully required by MV.
Question 7
Question 7

a) Describe your firm's proposed program to accommodate "no shows," absenteeism, vacation, and turnover of employees. What assurance does the LTA have that there will be no missed runs due to a lack of employees.

b) Provide a contingency plan in the event of a work stoppage by employees and/or in the event of lack of operators, supervisors, or maintenance personnel, in order to maintain and provide on-time bus service and acceptable performance standards.

a. **Employee Scheduling**

The County's services will continue to be supported by a tenured team who understand their role and are committed to contributing to the success of these services; as evidenced by the record of no missed runs in the current term. Our local managers plan for employee absences by scheduling extraboard shifts to accommodate vacation periods and unscheduled time off.

The company’s cross-training methodology ensures staffing adequacy in each function. Our local vehicle operators are cross-trained in both fixed route and dial-a-ride services. In addition, Operations Manager Mary Leon and Dispatcher Martina Rodriguez are certified vehicle operators and remain available to relieve a vehicle operator and/or complete a route. Mary also assists as one of our backup dispatchers. General Manager Leona Medearis-Peacher can assist our dispatching team as well.

**Reducing Turnover**

MV employs a number of strategies to reduce turnover in its local San Benito operations, including:

- **Competitive wage scaling:** MV determines competitive wage scales by researching nearby job competition to understand what financial packages best meet the needs of the local employment market.
· **Continued education:** Ongoing training improves job attractiveness, keeps employees motivated and engaged, and demonstrates MV’s willingness to invest in its employees. MV provides on-the-job training, offers a number of continued training opportunities via web-based packages, hosts companywide training classes, and encourages employees to obtain new certifications.

· **Opportunities for promotion:** MV is committed to promoting from within and will maximize those opportunities as much as possible.

· **Employee recognition programs:** Employees that demonstrate proficiency in their jobs, and those that set the standard for exemplary performance are rewarded in employee recognition programs.

**b. Contingency Plan**

MV has provided a its confidential contingency plan in the event of a work stoppage by employees in a separate envelope with the original copy of this proposal.
Question 8
Question 8

Describe how your firm will monitor service quality.

Our company’s organizational structure that provides leadership and support to the local team. This support structure confirms safe, professional, efficient service is delivered daily.

We offer our customers a cross-functional quality assurance (QA) program that promotes excellence throughout the operation. This program is summarized in the table below. During the term of the contract, our team may adjust these inspections to accommodate specific needs of your service, based on your request and our experience in similar services.

<table>
<thead>
<tr>
<th>Auditor</th>
<th>Type of Inspection</th>
<th>Frequency</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regional Vice President</td>
<td>Performance Metrics</td>
<td>Semi-monthly</td>
<td>Scott Germann, regional vice president will have access to MV’s online performance metrics dashboards</td>
</tr>
<tr>
<td>Auditor</td>
<td>Type of Inspection</td>
<td>Frequency</td>
<td>Description</td>
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<tr>
<td>Regional Vice President</td>
<td>Customer Satisfaction</td>
<td>Monthly</td>
<td>Regional Vice President Scott Germann will meet (in person or via telephone) with the LTA staff regularly to gauge satisfaction with the company’s operations. These discussions offer an excellent opportunity to discuss current challenges, successes, and areas requiring improvement.</td>
</tr>
<tr>
<td>Regional Vice President</td>
<td>Audit Scheduling and Review</td>
<td>As needed</td>
<td>Scott continues to work with the regional team to establish a schedule of audits. He will review each audit upon completion and work with the regional team to create and complete an action plan when needed.</td>
</tr>
<tr>
<td>Director of Safety</td>
<td>Safety Audits</td>
<td>Semi-annual</td>
<td>The safety audit is a full-day inspection of the operating facility in which the regional director ensures all safety elements are in place and performing as designed. The location is audited for compliance with company and customer safety policies, rules, regulations, standards, codes, procedures, and requirements. During this review, all employee training files are reviewed for compliance. All safety-related programs, issues, awareness, and reporting are reviewed for effectiveness and recommendation.</td>
</tr>
<tr>
<td>Director of Maintenance</td>
<td>Facility Audits</td>
<td>Annual</td>
<td>Facility audits include an inspection of the operating facility and preventive maintenance inspections of all facility systems and sub-systems. In addition to facility audits, locations undergo annual fire inspections and insurance underwriter inspections.</td>
</tr>
<tr>
<td>Director of Finance</td>
<td>Monthly Financial Statement Review Call</td>
<td>Monthly</td>
<td>Together, Director of Finance Mark Shirley and Regional Vice President Scott Germann review the income statements and general ledger during month-end close. This process</td>
</tr>
<tr>
<td>Auditor</td>
<td>Type of Inspection</td>
<td>Frequency</td>
<td>Description</td>
</tr>
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<td>-------------------------------</td>
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<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>General Manager</strong></td>
<td><strong>Safety Inspections</strong></td>
<td>Monthly</td>
<td>The general manager performs safety inspections of the facility work environment monthly. Deficiencies are identified, documented, and corrected. All findings are reported to the regional director of safety, who will follow up on these items during the semi-annual audits.</td>
</tr>
<tr>
<td><strong>General Manager</strong></td>
<td><strong>Secret Rider Program</strong></td>
<td>Monthly</td>
<td>Secret riders will board vehicles as riders to observe service, monitor driver performance, customer service techniques, rider assistance, and fleet cleanliness. Secret Callers will also monitor MV's dispatch/customer service team on a regular basis. All secret rider evaluations will be scheduled by the general manager and are unannounced to the local team. Scott will evaluate the results quarterly.</td>
</tr>
<tr>
<td><strong>General Manager and Area Vice President</strong></td>
<td><strong>Contract Compliance</strong></td>
<td>Monthly</td>
<td>During the negotiation period of the contract, MV's team will create a compliance checklist that identifies the contract details with which MV must comply. Each month, the general manager will review each item to confirm the company remains in compliance with its contractual obligation. This checklist is sent to the vice president/project manager for review.</td>
</tr>
<tr>
<td><strong>Passenger Satisfaction Survey</strong></td>
<td><strong>As requested</strong></td>
<td>As requested</td>
<td>As required, the MV team will assist with dissemination of LTA ridership surveys for route planning and schedule coordination.</td>
</tr>
</tbody>
</table>
Question 9
Question 9

Describe your methodology for assessing on-time performance. Discuss your approach to ensuring the validity of data collected throughout this process.

In the new term, MV will provide the Transit Miner reporting dashboard system to assist with reporting for the dial a ride service. This program supports data collection and validity. The LTA staff will have access to real-time system performance and statistical reports.

Minimizing Delays in Service (Dial-A-Ride)

Passengers per hour are monitored in the dial-a-ride service using RouteMatch and the tablet. No-shows and passenger cancellations are removed from the schedule, reflected in real time on the driver tablet, and the schedule is re-optimized. By taking advantage of time gained from trip cancellations and passenger no-shows, our dispatchers optimize routes through proactive trip movement. This approach to service management delivers the reliability our passengers expect while containing costs for our customers.

If a fixed route vehicle operator is running behind, he is instructed to contact the dispatcher/customer service representative to update status and the impending delay. The passenger will receive updated ride information during the “Where’s My Ride” call.

In the new term – dispatchers will use the Transit Miner real-time reporting suite, which provides our dispatchers clear views of on-time performance by route, vehicle operator, and vehicle identification throughout the service day.

MV’s team recognizes that service delays are not caused only by environmental factors (traffic, detours, etc.) but rather in a combination of events that can be proactively mitigated. Refining the scheduling system to reflect real-life conditions is critical; assumptions relative to seasonal system speed, load times for various mobility devices, and factoring for longer boarding times for multi-passenger trips can greatly improve schedule adherence.

Within our operation, MV takes additional precautions to not only mitigate delays but recover when they occur.
Fleet Availability

Our dispatch/customer service representative team coordinates often, clearly communicating which vehicles are available for service. To avoid on-road failures each vehicle is inspected prior to pulling out.

In Field Response

If and when a roadcall occurs, our team is prepared. Our dispatchers are trained to help the operator troubleshoot the issue follow procedures, and coordinate with County maintenance staff as needed.

We have standby vehicles and extraboard drivers ready for in-field response when a vehicle swap is required. Our extraboard operators, as well as Mary Leon, provide support to our operators throughout the service day, and when needed they lead the transfer of passengers to another vehicle.

Monitoring On-Time Performance

MV’s on-time performance management is accomplished as follows:

- **Maximum Fleet Availability:** MV’s dispatch coordinates with County maintenance staff each morning at 7:00 a.m. to ensure that the maximum number of vehicles is available to operate service each day. This includes the provision of standby vehicles. When dispatchers properly communicate fleet needs, the LTA’s maintenance staff is able to appropriately schedule maintenance activities.

- **Operator Check-In:** As each operator arrives, the dispatcher/customer service representative confirms that they are in proper uniform, fit for duty and have all of their appropriate credentials. The dispatcher/customer service representative will record each operator’s arrival time on the Roll Out Log, and if operators do not check in on time, the dispatcher/customer service representative will promptly assign an extraboard operator to cover the route, thus ensuring the route begins on time from the start. To ensure that all operators run their schedule on time all day, the dispatcher/customer service representative instructs each operator to synchronize their watch.

- **Pull-Out Procedure:** Operators perform their pre-trip inspections in a thorough and timely manner and ensures vehicle defects are noted properly before entering service. A County mechanic is also on duty to support DVIs and correct minor maintenance issues on-site and collects the completed DVI’s from the night before.
The vehicle operator submits the completed DVI form and time sheet to the dispatch office.

- **Service Monitoring**: Dispatchers monitor service throughout the day, and operators are required to inform the dispatcher/customer service representative when they are running behind schedule, experience a breakdown, or are involved in an accident, incident, or other disruption. Based on the situation, dispatcher/customer service representatives are empowered to direct resources in order to recover service in a timely fashion. When late service results, our dispatcher/customer service representative assigns an extraboard operator.

- **Ready Vehicle**: MV pre-trips vehicles so that the vehicle can be used immediately to respond to a service disruption.

- **Work Force Management**: Supervisors closely monitor operator departures using the RouteMatch system at designated time points. Operators who leave early will be subject to progressive discipline.

- **Operator Reporting**: Operators are required to report via radio anytime they are behind schedule. This affords supervision the opportunity to evaluate the on-time performance status and consider using a standby bus.

- **Late Buses**: If a bus is running extremely late, our dispatcher/customer service representative will schedule a standby bus.

- **Pull-In Procedure**: At the end of the route, each operator informs the dispatcher/customer service representative that they are returning to base. Once they have returned to the yard, they perform their post-trip inspection and final walk-through of the bus looking for lost articles and any graffiti.

- **Operator Check-Out**: The dispatcher/customer service representative collects and reviews each operator’s paperwork for clarity and accuracy. Any lost and found items discovered on the bus are turned in to the dispatcher and recorded on the Lost and Found Log to assist passengers who call later to try to locate their items. The dispatcher signs the operator out on the Roll Out Log.
Question 10
Question 10

Describe procedures proposed to ensure the LTA staff is kept informed of project developments.

Communication with the LTA must be consistent and frequent. Specific to the ST transition period, MV will require that transition meetings with the LTA are prescheduled and included in the transition plan. MV requests that its key team leaders meet with the LTA staff weekly at minimum. The meeting frequency is typically increased as the first day of service approaches; MV is open to whichever frequency LTA staff desires. These meetings will include a review of the transition schedule, a discussion of concerns that have arisen – and MV’s plan to adjust the process milestones achieved, and a review of next steps.

Upon start of the new CE contract and during the following transition of the ST services, General Manager Leona Medearis-Peacher will schedule monthly meetings with LTA staff in addition to the weekly service updates. In partnership support, our Regional Vice President Scott Germann will meet quarterly with LTA staff to ensure contract compliance and passenger satisfaction. Communication will be consistent and at regular intervals to ensure LTA staff is informed of all project developments throughout the contract term.
Question 11
Question 11

Describe the proposed bus cleaning operation including, at a minimum, person-hours devoted to cleaning, investment in cleaning equipment and supplies. Does your firm intend to subcontract out for bus cleaning? Describe specifically how your firm will monitor bus cleaning and ensure compliance with the Scope of Work if deficiencies are discovered during monitoring procedures.

Bus cleaning is performed on site. Daily cleaning of the vehicle interior is performed by the vehicle operator. Twice per week, the vehicle operator will use the power washer MV has included in its proposal to clean all exterior vehicle components.

MV’s cleaning equipment and supplies are provided through an established national accounts program. Our local team makes smaller cost-effective purchases using local suppliers (i.e. Ace Hardware, Target, Kmart, etc.) for cleaning supplies, such as soap, Lysol wipes, broom and dustpan, and mops.

**Daily Interior Cleaning**

The daily interior cleaning includes sweeping the floors, and collecting and disposing of trash.

- Vehicle operators inspect their vehicles daily to ensure that there is no graffiti on the vehicles interior components. The operator will note this on their DVI report and will attempt to clean and remove all graffiti that had been placed on the vehicle that day.
- Modesty panels cleaned with a mild detergent to remove dust, foot prints, and dirt accumulation.
- Clean vinyl passenger seats with mild soap and water.
- Clean the stanchions grab rails and hand rails with soap and water. Remove all accumulated dirt, dust, grime, and oils.
- With a wet rag, wipe down the ceiling and walls, drying immediately with a dry towel. This is to remove the accumulation of dust that adheres to the ceiling and walls.
- Clean the instrument panel.
- Clean steering wheel with the use of detergent and water. This will remove the accumulation of oils and dirt.
Instrument panel glass will be cleaned with the use of an appropriate glass cleaner.

Graffiti, any oily prints, and dust accumulation will be removed from the windows by cleaning the window with an appropriate glass cleaner.

**Exterior Cleaning**

The LTA vehicles will be washed twice weekly on-site at the end of the operator’s shift.

- All tires and wheels will be cleaned using the appropriate brushes. This will be done to remove road dirt, and brake dust and marks from white lettering of tires (if applicable).
- All mud flaps will be cleaned.
- Wheel wells cleaned.
- Windows and mirrors will be cleaned and water spots removed.
- All lighting lenses will be cleaned, thoroughly rinsed and dried.

**Weekly Cleaning**

Complete interior cleaning, wipe down stanchions, chairs, inspection of any damage or tears.

Vehicles are inspected daily for graffiti, and if present, it will clean promptly or during daily cleaning.

**Quality Assurance and Record Keeping**

Mary Leon will periodically inspect bus cleanliness to ensure vehicle operators adhere to cleaning schedule and components are cleaned in accordance with requirements. In the new term, the vehicle operators will use the new bus wash log (pictured on the right)
to record all cleaning comprising daily, weekly, interior, and exterior. The operators also record exterior bus washing on each timesheet. The daily bus wash log is kept in the dispatch office and is updated by the vehicle operator team upon shift conclusion. A copy of the bus wash log is provided as Supplemental Information.
Question 12
Question 12

Describe your firm’s proposed customer service component. Which personnel will handle telephone and over-the-counter information? Verify in your answer that one individual will be available to provide bus information in Spanish during weekday office hours.

MV’s General Manager Leona Medearis-Peacher is our on-site customer service quality assurance administrator, she ensures our staff provides consistent high-quality service each day. Our existing team member, Martina will be primarily responsible for scheduling and our new dispatcher to be hired in the new contract term will be primarily responsible for dispatching. MV’s current dispatcher/customer service representatives along with our Operations Manager Mary are fluent in English and Spanish.

I.i. Customer Service Approach

A strong customer service program begins with consistency of service. The company fosters this program with clear and ongoing communication; delivers customer service with professionalism, empathy, and knowledge; and confirms it with careful attention to feedback and frequent quality checks.

The LTA’s Operational and Enforcement Policies document defines its service policies, which form passengers’ expectations for the service. Consistency with the County’s service guidelines is key to meeting passengers’ expectations each day. Service delivery that is inconsistent – whether it falls short of or exceeds service standards – will adversely influence customer service.

When changes to service delivery are necessary, clear and professional communication is critical. By managing passengers’ expectations, MV provides quality customer service in response to a delay, a detour, a road call, or other service disruption.

To this end, each of MV’s local employees receive consistent training in service delivery. Each MV employee receives training in LTA policy and procedure, as well as an orientation to the system for new employees. Supplementing this training is dedicated customer service training for all employees. Operators and office staff are required to take MV’s newly developed “Platinum Connection Customer Service” training program, discussed in Tab q.i Vehicle Operator Training.

In preparation for the ST services, our team will participate in customer service training in door-to-door policies and procedures. This training is in addition to our PCCS,
sensitivity, ADA compliance, wheelchair securement, and passenger assistance components.

Finally, quality assurance audits, secret rider programs, complaint analyses, and passenger feedback sessions all provide opportunities to align MV’s processes with the LTA’s standards. These reviews identify where MV’s customer service programs are working, and where new initiatives are needed. These types of quality checks ensure that customer service techniques remain current and effective.

**Understanding LTA’s Practice**

The LTA sets the tone for its customer-focused service. MV continues to work in partnership with the LTA and its staff to understand how and where its customer-centered approach is most significant. MV ensures its employees will consistently mirror that approach in its County Express and Specialized Transportation operations.

**Managing Customer Expectations**

At times passengers will call with “Where’s My Ride” inquiries. MV’s dispatcher/customer service team follows a clear script to ensure consistency and service for each call.

MV trains our dispatcher/customer service representatives in dispatch management, reporting, and/or mapping tools using Transit Miner, which gives a stop-by-stop listing of the route. The dispatcher can select the stop in question to pull up a map of where the vehicle is at that moment and advises the passenger.

**Safety and Customer Service**

Safety is a moral obligation and a tenet of MV’s operating philosophy – and it is the foundation of excellent customer service. Before anything, these services must be safe. MV’s safety plan is person-centric and passenger focused and spans all areas of the operation.

**Secret Rider Program/Passenger Survey Questionnaire**

We will engage the ridership as well as our own network of nearby staff to conduct secret rider evaluations; these participants are presented with a gift card and free trip for their contribution. Ms. Medearis-Peacher, general manager, will recruit “secret riders”
who will observe service on a regular basis, monitor operator performance, customer service techniques, passenger assistance, and fleet cleanliness. All secret rider evaluations will be scheduled by Leona and unannounced to the local team. A full evaluation will be made and cataloged based on route, time of day, bus number and other pertinent data. This information will be presented to the LTA, along with any corrective action plans needed.

Feedback (positive and negative) gained from these evaluations will be passed along to the operations team with appropriate follow up.

*Regular, direct passenger input will help MV ensure that it is meeting the riders’ expectations and providing excellent service.*

In the new term, our management team will also initiate regular dispatcher/customer service representative quality assurance monitoring. The caller will inquire about service hours, route stops, and policies or procedures. The results of these surveys will be reviewed and results will determine where further retraining is required.

### I.ii. Customer Service

Telephones will be staffed by dispatchers available for reservations and information calls from 6:00 a.m. to 6:00 p.m. every weekday, from 9:00 a.m. to 3:00 p.m. on Saturdays and Sundays. MV will establish a voice mail system to record any reservations requests outside of these business hours (and on specified holidays). Trip reservations will be accepted up to 14 days in advance.

Dispatchers answer calls in the order they are received, and with the same standard greeting: “Thank you for calling County Express (and/or Specialized Transportation), how may I assist you today?” All dispatchers must attend MV-administered Platinum Connection Customer Service (PCCS) customer service training, where they learn professional and respectful telephone skills and effective communication techniques.

An operator initiates the call on behalf of the hearing impaired. The operator will relay ride requests to the dispatcher/customer service representative. All after-hours calls are recorded and are reviewed the following service day.

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**Passenger Feedback**

“I am a long-time ride of dial-a-ride and in particular with Nancy. She is very friendly and courteous.”

– Roxxana A.
Passenger of the CE services
Paratransit Reservations & Scheduling

Trip Reservations

If the customer is interested in making a trip reservation, the dispatcher/customer service representative asks them for their address and looks up their profile through their address in RouteMatch, and confirms their eligibility to use the service.

The dispatcher/customer service representative creates a new trip in RouteMatch, recording the pickup and/or dropoff locations. Common departure/arrival destinations can be saved in the customer profile screen of RouteMatch. If the trip is to or from a new destination, the dispatcher/customer service representative records the location information in RouteMatch, reading it back to the caller to confirm accuracy.

If the trip request can be accommodated, trip details including pick up times are confirmed with the passenger.

Once all of the trip details are recorded, the dispatcher submits the trip request and RouteMatch presents the dispatcher/customer service representative with the best available options for scheduling the trip. If the trip cannot be scheduled at the exact time requested, the dispatcher/customer service representative attempts to negotiate a trip within one hour of the originally requested time.

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

Subscription Trips

Subscription trips are provided pursuant to ADA regulation and LTA service policy regarding the maximum allowable percentage of subscription trips. Dispatch staff reviews subscription service monthly to confirm it does not exceed service requirements. MV can provide the LTA with a list of subscription service pick-ups and drop-offs, their schedule, and productivity.

Planning for Productivity and On-Time Performance

Dispatcher/customer service representatives schedule trips on specific routes based on time and location of trips. The RouteMatch software examines potential routes for the next day, as well as recently scheduled trips, and then presents the dispatcher with several options from which to choose. Dispatcher/customer service representatives input trips and goes to the unscheduled trip board and then dispatcher/customer service representatives schedule the trip.
By using the templates in RouteMatch, system productivity and on-time performance are managed from the start of the trip reservation process.

With solid templates in place, it is critical to appropriately negotiate demand trips to fit well with the subscription trips that are already scheduled. In order to provide a superior reservations process MV employs the following:

- **Scripting** – It is important to hire dispatchers with a strong customer service background. It is equally important to give them the tools to help them work with passengers to find solutions that help both the customer and the organization. Therefore, MV has developed scripts that a dispatcher/customer service representative can use when negotiating times for trips.

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

**Trip Changes and Cancellations**

When a customer requests a same-day trip change or cancellation, the dispatcher looks up the trip information in RouteMatch and initiates the change. If the change is a same-day request, the dispatcher initiates the change and notifies the vehicle operator.

**Scheduling Procedures**

Once reservations are closed for the day, the dispatcher/customer service representative reviews the next days’ routes for efficiency and begins the batching process in RouteMatch.

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

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

When the routes are finalized, the dispatcher/customer service representative confirms and assigns vehicles and operators to each route and determines their appropriate start-times (based on geography and time of day).
The dispatcher/customer service representative then finalizes the schedules which then are displayed in the tablets for next the day’s service. The operator uses the Sign-On Log expediting the check-in process on the following next day.

**Day of Service**

**Operator Check In**

When the operator reports to the facility, he or she will check in at dispatch. The dispatcher will mark the operator as present and hand the operator his or her vehicle assignment, key, timesheet, and provide any written notices regarding service adjustments, changes, or announcements, and perform a “fit for duty” review of the operator. This review includes a uniform check, reasonable suspicion evaluation, and a review of each operator’s license.

**Extraboard Operators and Backup Service**

MV’s supervision and safety programs minimize the number of delays, preventable incidents, and roadcalls experienced in the system; however, MV’s team is prepared for these unfortunate events should they occur.

**Extraboard Operators:** Extraboard operators are available to relieve service in the event of an operator illness, roadcall, or any incident that results in a vehicle being placed out of service for any extended period of time.

When an extraboard is required, he/she will respond directly to the scene of the incident, and when necessary, meet the in-service vehicle in order to efficiently transfer passengers. The extraboard operator will continue the remainder of the route until shift end or otherwise directed by dispatch.

Our Operations Manager Mary Leon, as well as the dispatcher/customer service representative team are all licensed vehicle operators and can be relied upon to assist as extraboard or backup vehicle operators.

**Backup Vehicles:** Backup vehicles are available for use in the event of a service disruption such as a vehicle incident or roadcall.
**Daily Vehicle Inspections**

The operator will proceed to the yard and locate his or her vehicle. When the operator arrives at the vehicle he or she will initiate the daily vehicle inspection (DVI, or “pre-trip”) using MV’s standard pre-trip inspection forms. All areas of the vehicle that are inspected and all results must be documented.

If the operator detects an issue with the vehicle that presents a safety hazard and will prevent the vehicle from leaving the yard and entering service, the operator will notify dispatch, who will contact the on-duty County mechanic. The County’s mechanic will determine if the issue can be quickly rectified (for example, a bulb replacement), or the vehicle should be pulled from service (for example, the brakes are not operating properly).

If the vehicle must be pulled from service, the mechanic will communicate the change with the dispatcher, who will assign a backup vehicle (which is already pre-tripped) to the operator. The mechanic will place the vehicle out of service and communicates the change with the dispatcher/customer service representative.

If the mechanic can make the repair quickly and easily, he or she will do so, and the operator will notify the dispatcher/customer service representative as he or she departs the yard and proceeds to the first stop.

If the operator does not detect a safety-related defect that would prevent the vehicle from entering service, the operator notifies the dispatcher/customer service representative as he or she departs the yard and proceeds to the first stop.

**Fixed Route Service Delivery**

A dispatcher/customer service representative will be on during all hours of service to respond to issues and monitor service.

Upon arrival at the first stop, the operator changes the vehicle head sign from “Out of Service” to the proper route number and name. If the operator is early, he or she will not leave the stop until the first scheduled departure time.

The operator proceeds to the next stop at the scheduled departure time. MV’s dispatch team will continually monitor service delivery in order to quickly resolve any issues that arise.
Paratransit Service Delivery

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

Dispatcher/customer service representatives continually track vehicle status and monitor service delivery throughout the service day in RouteMatch.

If the passenger does not appear, the operator uses the radio to inform the dispatcher/customer service representative. If the passenger does not arrive within 5 minutes for wheelchair or disabled persons or 3 minutes for unassisted passengers after the scheduled pick-up time has passed, the dispatcher/customer service representative authorizes a no show and documents the event and instructs the operator to move to the next stop.

Mobility Device Securement

Providing safe transportation to persons with mobility devices is essential to the success of the CE and ST services. These passengers generally require a greater level of time and attention by the vehicle operator. This proper attention of the vehicle operator is critical to ensure the mobility device is properly secured so as to make sure the customer is provided a safe ride. Wheelchair securement procedures are as follows:

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

Vehicle operators assist the passenger in boarding the lift; all passengers will be loaded on the lift facing away from the vehicle. The vehicle operator ensures that the brake on the mobility device is engaged, and will secure the lift safety strap. The vehicle operator must then communicate to the passenger that operation of the lift is going to begin after confirming that they have secured their brakes and are ready. Maintaining their hand on the mobility device, the operator raises the lift to the top of the lift platform. Once the lift is in place, the operator will maneuver the passenger into the vehicle and position the chair in preparation for securement. Once the passenger is in place in the securement area, the vehicle operator will request permission to begin securement procedures.
Upon consent, the operator secures the mobility device at strength securement points; the operator never attaches securement straps to spokes or other loose components. The operator checks that the straps are secure and tight, and then request permission to place the shoulder belt and lap restraint over passenger.

Upon consent, these personal restraints are secured, the vehicle operator calls the dispatcher/customer service representative using the radio and communicates that the client is secured, and ready to depart and notifies passenger that they are ready to depart.

As part of MV’s Driver Evaluation program, our management staff performs spot checks of mobility device securement to ensure procedures are properly followed.

**Road Supervision**

Mary Leon will be performing all road supervisory functions in the new term. Mary is responsible for the dissemination of critical information, such as service changes and system announcements to the operator team. She serves as the go-to resource in the field for MV’s operator team.

She performs incident investigations, administers drug and alcohol testing procedures, responds to roadcalls, and resolve passenger disputes as needed. Based on her findings reports for these various activities, the general manager will administer progressive discipline pursuant to the collective bargaining agreement.

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

- **Observed Ride Checks:** Observed ride checks are on-board evaluations of an operator’s customer service and safety skills. Areas that are evaluated include safe vehicle operation and professional passenger interaction. During this check, the operator’s credentials are checked to ensure proper certifications are up to date and in the operators’ possession.

- **Unobserved Service Checks:** Unobserved service checks are random inspections that assess operators’ driving and safety skills from the road. Mary performs these checks from their service vehicle (following the operator). Operators typically are unaware that these evaluations are being performed.

- **Mobility Device Securement Spot Checks:** These random inspections are on-vehicle reviews of an operators’ ability to safely and properly secure a mobility
device. Mary meets the operator at a location where a passenger using a mobility device is being picked up, boards the vehicle, and closely observes the manner in which the mobility device is secured.

- **Pullout Inspections:** Pullout inspections are unannounced and occur periodically. A manager is present in the yard confirms that the operator is in proper uniform, has the appropriate credentials on his or her person, and is prepared for service that day. The manager then checks the vehicle to confirm it is clean and ready for service.

**End of Operator Shift**

When the operator has completed his or her shift, he or she will notify the dispatch office and head to the yard. The operator ending his or her shift will perform a walkthrough of the vehicle to collect any items left on board and dispose of any trash. Then the operator will perform a post-trip inspection.
Question 13
**Question 13**

**Describe specific experience with RouteMatch dispatch software.**

MV operates several contracts that use automated systems to schedule and dispatch trips, including the RouteMatch system used by the LTA for its County Express service. MV uses RouteMatch for nine additional contracts in Ashland, OH; Rowan County, NC; Wake County, NC; Raleigh, NC; Salem, OR; Fairfield, CA; Denver, CO; Philadelphia, PA; and St. John’s in the Canadian province of Newfoundland and Labrador.

Further, MV is proposing Transit Miner, a comprehensive reporting suite that enhances the functionality of the RouteMatch system. Transit Miner is described in Question 22.

To best use the RouteMatch system to its fullest advantage, MV uses dispatching and scheduling procedures that maximize the use of this technology for productivity, on-time performance, and data management, including tracking multiple fare types and services. Should LTA select MV to bring the ST services into the RouteMatch system, the MV team is well-equipped to help with this transition.

As assurance of our RouteMatch support, MV provides a letter of recommendation from Mr. Teague Kirkpatrick, director of sales for RouteMatch as Supplemental Information. The letter captures RouteMatch’s good-standing partnership with MV and their agreement to providing support/consultation to the County in the new term for the CE and ST services.
Question 14
Question 14

Describe the proposed ongoing safety program.

MV’s ongoing safety program’s proven success at its San Benito location resulted in zero preventable accidents since early 2015.

In 2017, MV operated approximately 296,000,000 miles in areas of high density, extreme weather, and gridlock traffic. From the borough of Manhattan to downtown Los Angeles, to Anchorage, Alaska and Las Vegas, Nevada – our company provides passenger transportation service in some of the most challenging operating environments. We have maintained stellar safety performance – with a 2017 accident frequency rating of just 0.058 preventable accidents that meet NTD reporting thresholds.

MV Miles Driven

<table>
<thead>
<tr>
<th>Year</th>
<th>Miles Driven</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
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</tr>
<tr>
<td>2016</td>
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<tr>
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<td>265.4M</td>
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<tr>
<td>2011</td>
<td>238.8M</td>
</tr>
<tr>
<td>2010</td>
<td>210.8M</td>
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<tr>
<td>2009</td>
<td>214.9M</td>
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<tr>
<td>2008</td>
<td>204.5M</td>
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*Based on NTD reportable thresholds

MV Preventable Accident Frequency*

<table>
<thead>
<tr>
<th>Year</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>2008</td>
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<td>0.098</td>
</tr>
<tr>
<td>2010</td>
<td>0.088</td>
</tr>
<tr>
<td>2011</td>
<td>0.098</td>
</tr>
<tr>
<td>2012</td>
<td>0.088</td>
</tr>
<tr>
<td>2013</td>
<td>0.057</td>
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<tr>
<td>2015</td>
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</tr>
<tr>
<td>2016</td>
<td>0.058</td>
</tr>
<tr>
<td>2017</td>
<td></td>
</tr>
</tbody>
</table>

*Industry Standard = 1

MV’s safety and security program is built upon five core tenets of safe service operation:

- People perform their jobs well when they are motivated
- We must constantly remind our team of the importance of safety
- Providing opportunities for employee development improve safety performance
- Safety is enhanced with on-board monitoring systems
• Safety policies and procedures establish the framework from where our safety program will flourish.

Motivational Awards and Incentives

Employee recognition and positive reinforcement is an important part of a positive work culture and employee relations program. We tie this critical component of our operation to safety and security by creating fun, safety-focused teambuilding activities throughout the calendar year. Competitions, contests, raffles, and parties bring our team together while promoting safety operating behaviors – creating an environment where safety remains the basis for the company’s culture, celebration, and reward.

MV’s County Express team led by Leona work together to develop additional motivational awards and company events that appeal to the local team. Some examples of successful programs include:

• **Monthly Staff Appreciation:** Our managers provide breakfast burritos or donuts, once a month to commend the staff for their continued efforts in providing quality customer service and practicing safe driver behavior. Bar-be-ques are scheduled twice a year and dinner is provided during bi-monthly safety meetings.

• **Safety Bingo:** Safety bingos are scheduled monthly to celebrate no workers compensation claims and/or zero preventable accident or incidents.

• **Safety Raffle:** Every other month an iPad is raffled during safety meetings for no workers compensation claims and/or zero preventable accident or incidents.

• **Safety Challenges:** Individual prizes are presented to employees that complete 30 days without a preventable incident or worker’s compensation claims; recipients are eligible to win prizes including televisions and mobile devices.

In addition, each MV location participates in company-wide programs:

• **The Katherine McClary Operator Award:** This award recognizes our finest vehicle operators across the country. Qualifying operators must exhibit safe and professional driving behavior, a positive work attitude, excellent customer relationships skills and strong attendance record. Quarterly, annual, regional and national awards and cash bonuses are presented.

• **Safety Pins and Patches:** Operators are given safety pins and patches for each year completed without a preventable accident or injury.
• **Safety Blitzes and Other Safety Events:** Our local County Express management team host safety blitzes and/or other employee events to promote safety messages. Employees participate and receive a Gatorade with safety tips attached during safety standdown events.

## Safety Awareness

### Safety Messages

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

### Safety Board

Our local team displays safety messages on bulletin boards found throughout the facility. Daily messages, corporate safety flyers. MV will provide our San Benito location with a new safety monitor wherein, daily safety messages and any other safety initiatives that keep our team focused and reminded to make safety an ongoing priority are posted.

<table>
<thead>
<tr>
<th>Safety Board Content</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporate Information</td>
</tr>
<tr>
<td>Location Safety Scoreboard</td>
</tr>
<tr>
<td>Live Information</td>
</tr>
</tbody>
</table>
Mandatory Safety Meetings

Safety meetings offer an opportunity to provide refresher training and address timely topics. All of our MV’s LTA employees must attend this two-hour-long meeting every other month with dinner provided.

Makeup meetings are scheduled to accommodate operator and staff schedules.

All safety meeting agendas are issued by our central safety team and address various safety-related topics. Additionally, monthly safety tasks are assigned with the safety meeting schedule (see table below).

During safety meetings, employees are commended for excellent attendance, no accidents, or no DriveCam clips.

Every MV location receives a safety meeting support packet to aid the meeting facilitator. Support packets include the meeting agenda, an outline for the meeting discussion, and supporting handouts and posters.

<table>
<thead>
<tr>
<th>2018</th>
<th>Fleet Safety Topic</th>
<th>Injury Prevention Topic</th>
<th>Monthly Task</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>Defensive Driving</td>
<td>Slips/Falls</td>
<td>Facility Inspection Complete OSHA log 2018</td>
</tr>
<tr>
<td></td>
<td>Intersections and Pedestrians</td>
<td>Bloodborne Pathogen (operator edition)</td>
<td>Facility Inspection Post-2018 OSHA 300A Summary</td>
</tr>
<tr>
<td></td>
<td>Right Turns and Pedestrians</td>
<td>HAZCOM/ Lock Out–Tag Out</td>
<td>Facility Inspection</td>
</tr>
</tbody>
</table>


<table>
<thead>
<tr>
<th>2018</th>
<th>Fleet Safety Topic</th>
<th>Injury Prevention Topic</th>
<th>Monthly Task</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>OSHA log review</td>
</tr>
<tr>
<td>April</td>
<td>Left Turns and Pedestrians</td>
<td>Emergency Vehicle Evacuation</td>
<td>Facility Inspection</td>
</tr>
<tr>
<td>May</td>
<td>Following Distance</td>
<td>Heat Stress</td>
<td>Facility Inspection. Remove OSHA 300A Summary</td>
</tr>
<tr>
<td>June</td>
<td>Fixed Objects</td>
<td>Back Safety Using Wheelchair Securement</td>
<td>Facility Inspection National Safety Month</td>
</tr>
<tr>
<td>July</td>
<td>Mobility Device Securement</td>
<td>Ergonomics</td>
<td>Facility Inspection Wheelchair Recertifications Due</td>
</tr>
<tr>
<td>August</td>
<td>Customer Service &amp; ADA Sensitivity Announcements</td>
<td>Fatigue Management / Wellness</td>
<td>Facility Inspection OSHA Log Review</td>
</tr>
<tr>
<td>September</td>
<td>Pedestrians and Cyclists</td>
<td>Injury and Illness Prevention Program (IIPP)</td>
<td>Facility Inspection/ Review and Update - Facility Emergency Action Plan (Safety Policy #21)</td>
</tr>
<tr>
<td>October</td>
<td>Distracted Driving</td>
<td>Fire Safety / Fire Extinguisher Training</td>
<td>Facility Inspection</td>
</tr>
<tr>
<td>November</td>
<td>Adverse Weather</td>
<td>Emergency Action Plan / Fire Drill</td>
<td>Facility Inspection</td>
</tr>
<tr>
<td>December</td>
<td>Defensive Driving and Recap</td>
<td>11 Month Review</td>
<td>Facility Inspection OSHA Log Review</td>
</tr>
</tbody>
</table>
Certifications and Employee Development

Wheelchair Certification and Recertification

Our General Manager Leona will support our operators in obtaining their Wheelchair Recertification annually to ensure safety for all riders. The certification process includes mastery of the following elements as well as an appropriate demeanor – using care and compassion when working with riders with disabilities. To obtain recertification, operators must demonstrate the following procedures:

- Understand local, state, and federal laws as well as mandates and guidelines that apply to wheelchair use as mobile seating;
- Conduct wheelchair safety checks;
- Confirm tie-down systems are in good condition;
- Use a belt cutter for emergency evacuations;
- Load and unload riders in wheelchairs;
- Position wheelchairs on the lift platform;
- Operate the lift both automatically and manually;
- Secure wheelchairs using tie-down systems;
- Care for and maintain securement systems;
- Communicate clearly; and
- Exemplify excellent customer service skills.

LLLC Certification

Our defensive driving program, known as the Triple L-C, teaches professionals *The Four Driving Principles to Safety™*: Look Ahead™, Look Around™, Leave Room™, and Communicate™. These principles reinforce operators’ focus on maintaining ample room around their vehicle while maximizing visibility and time needed to make safe operating decisions. This program has contributed to the company’s declining accident frequency and improved safe behavior year over year.
Within this program, we provide the LLLC Defensive Driving™ Instructor Certification, a three-tier certification process (silver, gold, platinum) that certifies trainers for a period of two years. The training promotes succession; silver-level trainees must complete MV’s new operator development course, the Trainer Certification Process, and the Advanced BTW Instructor Course. Gold-level trainees must complete the two-day certification process, comprising class-based and in-vehicle training. Finally, platinum status is achieved when a gold-level trainee completes a two-day certification in Avatar Master Instructor.

**Behind the Wheel Certification**

MV knows that operational safety is contingent on a strong and proven training program. The company’s steadfast commitment to transit training is demonstrated in its unique approach to behind the wheel (BTW) training – we require that all BTW trainers are certified by MV before being released into service. Applicants that meet the following qualifications are considered for the role of a BTW Trainer:

- Work History Review Form (Preventable accidents, Worker Compensation claims, attendance, discipline warnings, performance reviews)
- Supervisor Performance Evaluation (conscientiousness, safety oriented, tolerant of stress, excels in teamwork)
- Completion of a structured interview with the safety and training manager or operations manager

MV certifies BTW trainers using intense two-day training. Behind the wheel training includes:

- Group meeting to discuss instructor roles and responsibilities
- Self-directed courses and BTW manual
- Certification Exam Part 1: 50-question multiple choice certification exam based on the principles and theories presented in the three self-directed courses. Candidates must achieve a minimum score of 80 percent to progress to the next step
- Certification Exam Part 2: a 65-question multiple choice exam to assess their general knowledge of MV Transportation performance standards and BTW learning points. Candidates must achieve a minimum score of 80 percent to progress to the next step
- BTW Ride Along Evaluation
Question 15
Question 15

Describe your experience collecting, record keeping and reporting to your clients (i.e. the contracting agency or LTA) the data necessary for them to comply with National Transit Database reporting requirements and Federal Transit Administration drug and alcohol testing reporting requirements.

NTD Reporting Compliance

The company’s experience in collecting, recording keeping and reports for its clients span more than four decades. MV supplies NTD data to its clients and assists in the compilation of these reports. While the Federal Transit Administration (FTA) prohibits private contractors from directly reporting data to the NTD Database on behalf of FTA-funded transit agencies, MV’s local operations teams assist in the collection and summarization of all required data.

MV follows the trip sampling methodology and forms, pursuant to the guidelines of the NTD Reporting Manual, including FTA Circular 2710-1A. Compliance with FTA uniform accounting standards and NTD reporting systems is a key element of MV’s U.S. federally funded operations.

MV fully cooperates with the LTA in collection and reporting of all FTA ridership, operating, safety, and financial information. The information collected and summarized for the LTA’s NTD reports is maintained as required.

The general manager is responsible for meeting the sampling, collection, verification, and reporting requirements for the LTD’s NTD reporting. She continues to be supported by MV’s corporate staff described in Question 2 and avails himself of the LTA’s guidance, as well as FTA seminars on NTD reporting, and other support available from the FTA website.

The general manager conducts sample trip data collection, with support from the operations manager and service supervisors. This information is compiled for the following NTD modules: basic, financial and service. MV’s vehicle operators are only occasionally required to conduct sample data collection and then only on the routes with the lowest ridership.

Dispatchers distribute and collect any required vehicle operator surveys; vehicle operators complete and submit any required operator surveys. Finally, the operations
manager assists the general manager with collecting required operational and ridership data.

Drug and Alcohol Reporting

The company’s drug and alcohol reporting is conducted as follows:

- When an applicant (donor) is approved for hire, they are directed to complete a Pre-Employment drug screen.

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

- Post-accident drug and alcohol testing is required by all employees (donor) found to have contributed to the accident as well as other criteria noted in the attached checklist, as soon as practicable following an accident.

- Individuals (donor) are subject to reasonable suspicion testing pursuant to reasonable suspicion guidelines.

Under testing scenarios 1 and 2, the donor receives a notification form from MV’s local operation, which is marked with the date and time of notification, and they are instructed to immediately depart to the collection site. Under testing scenarios 3 and 4, the donor receives the same form and is also accompanied to the test site by an authorized supervisor. Upon arrival, at the site, the donor (or supervisor) turns in the form and the donor completes the test. They receive the donor copy of the chain of custody form for their records, and the employer copy is faxed and then mailed to the Compliance Department in Dallas, TX.

Test results are obtained from eScreen’s website (secure access) by MV’s compliance team as well as specified individuals at the local operation level. The results, along with the chain of custody form are filed by location number and stored in a locked cabinet in MV’s corporate offices once all documentation has been received. All tests results are retained on site for a minimum of two (2) years; positive/refusal test results are retained for a period of five (5) years.

MV’s compliance team submits quarterly and annual MIS reports pursuant to FTA policies.
Question 16
Question 16

The Contractor shall be responsible for all fare collection and reconciliation activities, safeguarding and depositing all fare revenues in a dedicated account as directed by the LTA, and for all fare/revenue reporting. Discuss your approach to ensuring funds will not be stolen, pilfered or misplaced and ensuring the validity of data collected throughout this process.

MV collects and records fares pursuant to LTA specified procedures. All operators are trained in the LTA’s fare policies, and Mary Leon, operations manager, will be responsible for accurate counting and reporting of fare revenues.

The following fare collection and security procedures are conducted under dual custody; this process is in place for the fareboxes as well as the fare bags for the minivans:

- Fares are collected in the fare box and/or fare bag.

- At the end of the day, the fare box vault is pulled from the fare box and placed into a safe; fare bags are returned to dispatch, cross-referenced with the daily manifest, amount confirmed, verified and signed off by both the operator and dispatcher.

- Another empty vault will be placed back into the fare box for service the next day; fare bags are placed in vaults and an empty fare bag distributed for the next day.

- The next business day, the operations manager removes the vaults and fare bags to be counted.

- As vaults and fare bags are opened and fares counted, the counts are cross-referenced to the operator’s trip sheet. If variances exist, Mary investigates the discrepancy and takes appropriate actions to correct the problem.

- Mary completes the deposit slips and records these on the deposit log. This log, in addition to the bank statement is provided to the LTA monthly for invoice verification purposes.

- Our operations manager places the emptied vault and fare bag in a secure location to be placed back into the vehicle that evening; All vaults and fare bags are permanently marked with serial numbers and tracked to ensure immediate awareness if a vault or fare bag is missing.

- Copies of deposit slips are forwarded to the LTA.
Question 17
Question 17

Briefly, outline the proposed driver training program for new drivers and retraining program for veteran drivers. Included at a minimum must be an outline of the topics covered, the time devoted to each topic, the number of classroom hours, the number of behind-the-wheel hours with trainers only, the number of driving hours in regular service with a trainer or instructor, the amount of time devoted to training on ADA compliance and disability sensitivity and awareness, the amount of time devoted to customer relations training, and the amount of time spent training with each type of vehicle in LTA’s fleet. In addition to the above, a complete detailed description of the driver training program and/or driver handbook may be submitted under section 5.4.6. Supplemental Information Proposer Wishes to Provide.

q.i. Vehicle Operator Training

MV uses a state-of-the-art training program that our safety and training team developed in partnership with AVATAR Fleet. This program uses an adult-based learning platform and is designed to transform new hires into professional operators.

The program is modular based, meaning we can substitute or add in parts of the training that apply specifically to the service we are providing and the passengers we serve. Moreover, the individual modules can be easily repurposed in retraining and refresher sessions throughout an employee’s career.

The company is constantly working with its teams to refine this training; most recently in 2017, MV worked with AVATAR to refresh the training to meet the changing needs of our industry. This resulted in additional training areas to ensure a best-in-class workforce.

The program combines training in the classroom and on-board the bus, and includes bus orientation, driving observation, closed course, and in-service practice. Throughout the training sessions, trainees are quizzed and tested to ensure they have a strong grasp of the concepts taught before moving forward.
Interactive, comprehensive, and safety-focused, this training has produced an exceptional workforce in MV’s locations across the country.

### Overview of Training Components

MV trains operators for both fixed route and paratransit services. MV’s training program is modular and supports our cross-training methodology. In partnership with the LTA in achieving service reliability and stability, our Operations Manager Mary Leon and Dispatcher Martina Rodriguez are also licensed vehicle operators, who can continue to lend support as backup drivers. The overall hours of training provided for each service mode are as follows:

<table>
<thead>
<tr>
<th>Component</th>
<th>Paratransit Hours</th>
<th>Fixed Route Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Classroom</td>
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<td>20.33</td>
</tr>
<tr>
<td>Pre-Driving Skills</td>
<td>4.50</td>
<td>4.50</td>
</tr>
<tr>
<td>Observation</td>
<td>25.50</td>
<td>36.00</td>
</tr>
<tr>
<td>Behind the Wheel</td>
<td>21.00</td>
<td>31.50</td>
</tr>
<tr>
<td>Cadetting</td>
<td>16.00</td>
<td>16.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>87.33</strong></td>
<td><strong>108.33</strong></td>
</tr>
</tbody>
</table>

Each training component has a purpose and contributes to building a professional operator. Individually, these sessions provide the education and training needed to drive professionally. Together, they provide the right foundation for a safe, tenured professional operator.

- **Classroom Training:** Classroom training is instructor-led. Trainees receive education using a combination of video, lectures, and interactive discussions. These concepts taught are reinforced with a written study guide. The topics addressed in classroom training include but are not limited to defensive driving principles, hazardous communication, security awareness, employee policies and procedures, employee wellness, sexual harassment, bloodborne pathogens, map reading, and on-road procedures. Each module ends with a test, and when classroom training is completed, trainees take a cumulative, closed-book exam. Employees must pass with a score of 80 percent or higher in order to proceed to the next phase of training.

- **Pre-Driving Skills:** Pre-driving training occurs on the vehicle. During this training, the trainees are familiarized with the vehicle and its size and spacing. They have a chance to sit in the driver’s seat and learn about the various on-board controls, mirrors, and any on-board technology.
• **Observation Training:** During the observation portion of training, students observe a certified trainer operate the vehicle. This provides insight into how they must handle the vehicle and how proper vehicle handling impacts the passenger experience. The trainer comments throughout the observation training, explaining to the trainees what he or she is doing.

• **Behind the Wheel (BTW) Training:** The behind the wheel (BTW) training portion of training affords the trainee the opportunity to master what they have learned in the classroom and on board the bus, to hone their driving skills. This training starts on a closed course, then moves on to the road. Behind the wheel, training confirms the trainee possesses the skills necessary to ensure the safe on-road operation of the vehicle. All trainees must demonstrate mastery of 26 specific defensive driving and performance skills before graduation. During these sessions, trainees are introduced to major trip generators, such as transit centers, adult day health care centers, senior centers and dialysis centers. This familiarizes students with common stops and establishes relationships with staff and passengers within the service area.

• **Cadet Training:** After completion of the behind the wheel training, each trainee is provided with in-service cadet training with a line trainer. Operators operate the vehicle and all on-board technology in service and interact with the passengers on a practical level. During cadet training, the trainee is closely monitored and receives his/her final road and training evaluation. Any areas of needed remedial training are identified and documented. MV recognizes that not every operator is one hundred percent ready to enter revenue service after the base training program, MV offers up to 40 hours of remedial training. During the cadetting period, any areas of needed retraining are identified and administered based on this need.

• **Post-Training Checks:** To confirm the effectiveness of our training program, we check each new operator’s performance at 45, 60, and 90 days post-training.

**Foundation of our Program**

Like our operations, our training is based on a foundation of safety and customer focus. Driving principles echoed throughout the learning process focus on safety, preventability, customer care, and outstanding service.
LLLCC Defensive Driving

MV built its training curriculum upon the Triple L-C, an elegant and easy-to-remember defensive driving course that teaches professionals The Four Driving Principles to Safety™:

- **Look Ahead™**
- **Look Around™**
- **Leave Room™**
- **Communicate™**

LLLCC is predicated on the concept that all accidents have a cause, which can always be traced back to one or more people – most commonly the operator of one of the vehicles involved in the collision. Whether an operator’s action or inaction contributed to the collision, the collision is preventable. LLLLCC teaches our operators to drive to prevent collisions, by looking ahead, looking around, leaving room and communicating.

By using these four principles, operators maintain the maximum amount of room around their vehicle, improve their visibility, gain the extra time and information needed to make critical decisions while driving and effectively interact with others on the road to prevent collisions.

These principles are reinforced throughout MV’s training program and provide trainees with everything they need to know to avoid collisions. Ultimately, the course helps operators see, think, and act their way through any driving situation.

**Passenger Assistance**

MV places a strong focus on passenger sensitivity and assistance. This training starts with educating our trainees in the various disabilities that our passengers may have – and the diverse set of mobility devices they may use. Professional and compassionate assistance is core to our commitment to both safety and customer service.
During operator training, we tailor our passenger assistance session to the service we provide; however, all training emphasizes courtesy, understanding, and the operator’s responsibility to serve all passengers with equity and respect.

All operators are trained in the safe and careful boarding and securement of people using various mobility aids. This provides a realistic understanding of the time and attention required of this process.

Our training sessions include interactive sessions with trainees to foster an experiential understanding of navigating the system with a disability. This includes having trainees board the bus using a mobility device, or with their eyes closed. We also invite representatives from the community, local advocacy groups, and care facilities to speak to our trainees during the classroom sessions. Here, trainees can ask questions and learn more about the various experiences of our passengers.

At the end of this training, operators must become certified in mobility device securement. This certification is administered annually to ensure the ongoing safety of our passengers.

**Customer Service Training**

While customer service is reinforced throughout the entire training experience, MV dedicates four hours of focused customer service training. Developed by MV’s learning and development team with input and feedback from our top general managers, Platinum Connection Customer Service (PCCS) teaches trainees how to professionally and empathetically connect with passengers.

The program uses the acronym ACE to remind trainees of the strategies to achieve excellence in customer care:

- Awareness (self-awareness, awareness of customer expectations)
- Choice (communication – verbal and non-verbal, conflict management)
- Empathy (putting yourself in someone else’s shoes)

---

**Customer Service**

“Nancy (vehicle operator) has helped me understand how this service works (i.e. calling in advance and canceling) and the fact that this is a share ride not direct.”

– Roxxana A.
Passenger of the CE services
PCSS program teaches employees how to make passenger-centric, solution-focused choices with a focus on personal responsibility. This interactive program uses video examples of customer service situations to guide participant discussion, and facilitator-led activities to enable participants to practice their customer service skills. Throughout the operator’s career, PCCS is refreshed during safety meetings to keep customer service at the forefront of all actions.

### q.ii. Veteran Vehicle Operator Retraining Program

This training is an abridged version (10 hours) of MV’s operator training program. The transition team will schedule classes during weekends and nights to accommodate work schedules; during the day vehicle operators newly hired into the system will attend MV’s full operator training program.

<table>
<thead>
<tr>
<th>Phase</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Screening Road Test</td>
<td>1</td>
</tr>
<tr>
<td>Classroom</td>
<td>8.5</td>
</tr>
<tr>
<td>Welcome To MV</td>
<td>0.7</td>
</tr>
<tr>
<td>Drug and Alcohol</td>
<td>1</td>
</tr>
<tr>
<td>Handbook</td>
<td>1</td>
</tr>
<tr>
<td>DriveCam</td>
<td>0.5</td>
</tr>
<tr>
<td>LLLC Defensive Driving</td>
<td></td>
</tr>
<tr>
<td>• Basics of Safety</td>
<td>0.75</td>
</tr>
<tr>
<td>• LLLC</td>
<td>0.5</td>
</tr>
<tr>
<td>• Following Distance</td>
<td>0.5</td>
</tr>
<tr>
<td>• Intersections</td>
<td>0.35</td>
</tr>
<tr>
<td>• Lane Changing, Passing, Merging</td>
<td>0.5</td>
</tr>
<tr>
<td>• Pedestrians</td>
<td>0.35</td>
</tr>
<tr>
<td>• Backing Basics</td>
<td>0.35</td>
</tr>
<tr>
<td>Accident &amp; Reporting Procedures</td>
<td>0.5</td>
</tr>
<tr>
<td>ADA Sensitivity</td>
<td>0.5</td>
</tr>
<tr>
<td>Wheelchair Securement</td>
<td>1</td>
</tr>
<tr>
<td>BTW/Final Road Test</td>
<td>1.5</td>
</tr>
<tr>
<td>Total Est. Hours</td>
<td>10</td>
</tr>
</tbody>
</table>

### q.iii. Ongoing Training

In addition to refresher training provided during MV’s bi-monthly (*every two months*), two-hour safety meetings, MV requires mandatory retraining at the following points of an operators’ employment:
<table>
<thead>
<tr>
<th>Type of Retraining</th>
<th>When it is provided</th>
<th>Length of Training</th>
<th>Description of Training</th>
</tr>
</thead>
<tbody>
<tr>
<td>Return to Work (after 30 days or more of inactive status)</td>
<td>Required when an operator returns from “inactive” status (from a period of 30 days or more).</td>
<td>8 hours</td>
<td>This training consists of a 6-hour classroom review and a 2-hour behind the wheel road check. These focus on safety standards, defensive driving skill, and vehicle familiarity.</td>
</tr>
<tr>
<td>Post-Accident / for cause</td>
<td>Required for any driver who has received a “preventable” rating for an accident/ incident. This training must be scheduled and given within 10 days following the formal accident rating.</td>
<td>Varies</td>
<td>Post-accident retraining is focused on correcting driving deficiencies and standards that contributed to the accident. The operator must demonstrate ability to perform all of the required tasks to standard before being allowed back to driving duties.</td>
</tr>
<tr>
<td>Seasonal Refreshers</td>
<td>These refreshers are conducted in preparation of operations during certain periods of the year, typically in the fall.</td>
<td>Varies</td>
<td>The training will include topics/material appropriate for the region, inclement weather, environmental, and traffic conditions.</td>
</tr>
<tr>
<td>Biannually</td>
<td>At a minimum of every two years</td>
<td>8 hours</td>
<td>This training consists of a 6-hour classroom review and a 2-hour behind the wheel road check. These focus on safety</td>
</tr>
</tbody>
</table>
### Staff Personnel

In addition to the 12 hours per year for monthly safety meetings, monthly departmental meetings are held where relevant topics are discussed. Customer service, efficient reporting, best uses of provided technology, etc. are discussed providing an additional 12 hours of retraining per year.

### Supervisory Personnel

In addition to the 12 hours per year for monthly safety meetings, operations team meetings are held to discuss refreshers on reasonable suspicion, accident response, customer service, etc. This provides an additional eight (8) hours of retraining per year.

<table>
<thead>
<tr>
<th>Type of Retraining</th>
<th>When it is provided</th>
<th>Length of Training</th>
<th>Description of Training</th>
</tr>
</thead>
<tbody>
<tr>
<td>standards, defensive driving skill, and vehicle familiarity.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Question 18
Question 18

Provide a transition plan in sufficient detail to describe how the transition would occur during a change in contractors, including a timeline showing significant milestones. The plan should include, at a minimum, an overview of the start-up approach including an implementation schedule outlining the steps to be taken and timing up to the point of the beginning of the operation of the service. The plan should indicate how the firm proposes to ensure that, during the transition from the current contract to the new contract, transit service will be provided in a continuous, uninterrupted and apparently seamless manner and that the breadth of system knowledge among employees is no less than that possessed by employees prior to the beginning of the new contract. Describe how the proposer's knowledge of the intricacies of the CE and/or ST services will be sufficient to ensure that LTA staff will not need to spend time educating the proposer's staff on such matters.

MV is the current operator of these services; therefore, no transition of service will be necessary should MV be selected for the new contract term. Retaining MV as the LTA’s contractor eliminates the need for a costly startup or the learning curve required by a new contractor, and assures the continuity of these important services as well as the ST services.

Transition of the Specialized Transportation Services

Effective communication and relentless attention to detail drive MV’s transition approach for the ST services.

MV’s transition leadership team will hold bi-weekly meetings with the LTA. Discussion topics for these meetings include the progress of the transition, task list changes and updates, potential challenges, and a look ahead to the next two weeks. In addition, MV’s implementation team meets daily each morning to review the transition plan, outstanding tasks, current concerns, and current task lists.

Management Approach

Regional Vice President Scott Germann will oversee all startup activities and serve as MV’s full-time transition manager for this project. He will work closely with General Manager Leona Medearis-Peacher, the local management team, and MV’s support team to direct all elements of the transition.
Working with the Community

The transition period is an excellent opportunity to establish positive relations with the passengers and learn their perspective on service quality.

To foster regular and consistent communication, MV has established a Passenger Transition Committee. This committee comprises passengers, LTA staff, MV staff, community members, and/or advocacy groups. Together, they proactively manage transition issues and challenges.

Leona, will facilitate this committee, and establish clear, open, and honest communication about how the transition is progressing.

Personnel Plan

Retaining the Existing Team

The continued presence of the current workforce promotes consistency, experience, and tenure in service. MV strives to retain as many of the current employees as possible, provided they meet the minimum qualifications, have a strong employment record, and receive LTA approval. MV will retain these individuals at their current position and seniority.

All employment offers made will be subject to successful completion of duties with the current provider and pending completion of required pre-employment background checks, drug screens, and other required certifications.

Outreach

To ensure it keeps the existing workforce engaged and informed throughout the transition period, MV will meet with these employees immediately upon contract award.

MV will schedule meetings during off-peak service hours, where a representative will explain the transition process. Additional MV staff will be available at these meetings to assist existing personnel with the application process.

MV will also establish a toll free number for employees that wish to call with questions or concerns about the transition process. Providing multiple avenues for these employees to communicate with MV’s team will build their confidence and trust during this important period.
MV recognizes that a few employees may not qualify or accept a position with MV. MV’s transition team will actively recruit new employees during the transition period to fill any open positions.

**Vehicle Operator Evaluation and Training**

In addition to pre-employment screening, MV conducts on-road evaluations of all existing operators and provides each with orientation, customer service, and refresher training. This training is essentially an abridged version of MV’s operator training program. The transition team will schedule classes during weekends and nights to accommodate work schedules; during the day vehicle operators newly hired into the system will attend MV’s full operator training program.

To minimize the impact that the transition has on the current workforce, MV will request to conduct operator evaluations in-service. If the incumbent contractor will not accommodate this request, MV will schedule evaluations during off-duty hours.

MV will also request access to each employee’s training file. This information is legally available to each employee; however, it is more efficient to work directly with the outgoing service operator to obtain these files. If the incumbent contractor will not accommodate this request, MV will advise employees to obtain copies of their training files directly.

**Facilities Transition**

MV will use the current LTA-provided facility to manage and operate the ST services.
Question 19
Question 19

Discuss any agreements you might have reached with the current union. If your firm has not reached agreements with the current union, your firm may include a brief description of other successful agreements reached with unions on other contracts.

Core to promoting a stable workforce is ensuring a harmonious and productive relationship with the Union leadership is maintained. While the local team has the lead on making decisions relative to employee/union relations, they have the support of dedicated labor negotiators and professionals from MV’s regional/corporate support structure. Director of Labor Relations Patrick Domholdt has negotiated numerous collective bargaining agreements and will be responsible for leading negotiations for MV in the Central Valley. This allows the local team to avoid some of the more challenging union-related discussions and focus on positive employee relations. Patrick is currently working with the SMART (Sheet Metal Air Rail Transportation) International Union Local 0023 for the current CE union represented team and will be discussing the ST employees upon notice of award.

MV has an excellent history of proactive and successful union relations and has worked with the SMART union successfully during the current term.

The company’s size and national presence has warranted its significant investment in labor resources; the company works with more than 100 local unions nationally and has a team of labor directors who ensure amicable relations. MV has negotiated countless union contracts and is very familiar with all FTA and Section 13(c) regulations.
Question 20
MV’s experience in providing and managing publicly funded transportation services similar to that of the LTA’s County Express spans over forty years. The company provides a summary description of the operations with a table following depicting the information requested for each contract. The similarities comprise length of term, vehicle type, and service model.

**Roseville Transit System and South Placer Transit Information Center, City of Roseville (Roseville, CA)**

MV began operating fixed route, commuter, and complementary ADA paratransit services (the Dial-A-Ride) for the City of Roseville in 2001. These services, which collectively form the Roseville Transit system, connect the residents of Roseville to the surrounding Sacramento and Placer Counties.

MV delivers these services with the City’s fleet of 47 vehicles, which represent CNG, gas, and diesel fuel types. MV’s team uses Zonar to perform and track daily vehicle inspections, and maintenance is performed by the City.

MV also operates the South Placer Transit Information Center on behalf of Roseville Transit and three partner agencies. MV’s team assisted with the implementation of this centralized, regional call center. Customers of the transportation services represented by the call center can call for information, or access it through an online information portal. Here, MV uses the Trapeze PASS system and a proprietary reporting tool for paratransit scheduling, reservations, and dispatching.

The South Placer Transit Information Center has been recognized as Regional Project of the Year by the Sacramento Area Council of Governments.
Union City Transit and Paratransit, City of Union City (Union City, CA)

MV began providing fixed route and ADA paratransit services for the City of Union City in 2000. The fixed route service routes coordinate with other major transportation services in the area, including Bay Area Rapid Transit (BART), AC Transit, and the Dumbarton Express, with main transfer points at the Union City BART station and the Union Landing transit facility. The paratransit service operates within the city limits of Union City with limited service to adjacent cities and is available to eligible passengers with disabilities.

MV operates and maintains a mixed fleet of 24 vehicles for this service, which represent CNG, diesel, and gas fuel types. MV handles dispatching and paratransit trip reservations.

MV is currently in its second term with the City.

Kings Area Rural Transit, Kings County Area Public Transit Agency (Hanford, CA)

MV provides public transportation service to communities in Kings County, California, on behalf of the Kings County Area Public Transit Agency (KCAPTA). Known as Kings Area Rural Transit (KART), the County’s system comprises fixed route and ADA paratransit services. The fixed route service operates eight (8) routes within the City of Hanford and connects Hanford to the nearby Cities of Lemoore, Avenal, Corcoran, Visalia, Fresno, and Laton. The Dial-A-Ride service operates in the Cities of Hanford, Lemoore, Armona, and Avenal, and is available to eligible persons with disabilities who are unable to use the fixed route service.

Since 2003, MV has been responsible for operations and maintenance of a mixed fleet of 34 vehicles representing diesel, CNG, and gas fuel types. MV’s team uses the Connexionz fixed route tracking system to monitor on-road activities, and Trapeze PASS for paratransit dispatching and scheduling. Dispatchers and paratransit operators communicate through the use of Mentor Ranger mobile data terminals.
Tulare InterModal Express, City of Tulare (Tulare, CA)

MV began operating transit services for the City of Tulare in 2004. The Tulare Intermodal Express (TIME) comprises fixed route and Dial-A-Ride services. The fixed route operates on seven (7) routes serving the Cities of Tulare and Visalia, and connecting passengers to Tulare County Area Transit, Visalia Transit, and Orange Belt Stages charter service. The Dial-A-Ride service is available to the general public and passengers with disabilities and operates within the City limits of Tulare.

MV operates and maintains the City’s 19-vehicle fleet of CNG, gas, and diesel vehicles. MV is in its second contract term with the City.

Service Details

MV provides service information in the table below for each of the similar services outlined above.

<table>
<thead>
<tr>
<th>Client and Service Name</th>
<th>Dates of Service</th>
<th>Annual Revenue Vehicles</th>
<th>Number and Type of Vehicles</th>
<th>Annual Ridership</th>
<th>Contact Name, Phone Number, and Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Roseville - Roseville Transit System and South Placer Transit Information Center</td>
<td>2001 to present</td>
<td>47</td>
<td>40’ Gillig; 35’ Gillig; and 18’ Arboc</td>
<td>370,000</td>
<td>Mr. Mike Dour, Alternative Transportation Manager 311 Vernon Street Roseville, CA 95678 916.746.1304 <a href="mailto:mdour@roseville.ca.us">mdour@roseville.ca.us</a></td>
</tr>
<tr>
<td>City of Union City - Union City Transit and Paratransit</td>
<td>2000 to present</td>
<td>26</td>
<td>35’ Gillig Transit Coach; Orion Type 35’ Transit Coach; and</td>
<td>310,000</td>
<td>Mr. Travis Haung, Transit Manager 34009 Alvarado-Niles Road Union City, CA 94587-4497 510.675.5409 <a href="mailto:travish@unioncity.org">travish@unioncity.org</a></td>
</tr>
</tbody>
</table>
## Client and Service Name

<table>
<thead>
<tr>
<th>Client and Service Name</th>
<th>Dates of Service</th>
<th>Annual Revenue Vehicles</th>
<th>Number and Type of Vehicles</th>
<th>Annual Ridership</th>
<th>Contact Name, Phone Number, and Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Union City, CA)</td>
<td></td>
<td></td>
<td>StarCraft, Ford converted vans</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kings County Area Public Transit Agency - Kings Area Rural Transit, (Hanford, CA)</td>
<td>2003 to present</td>
<td>34</td>
<td>Blue Birds; New Flyers; 4350 cut-aways; dodge caravans; and F550s</td>
<td>800,000</td>
<td>Ms. Angie Dow, Executive Director</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1340 North Drive Hanford, CA 93230</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>559.582.3211 <a href="mailto:angiedow@co.kings.ca.us">angiedow@co.kings.ca.us</a></td>
</tr>
<tr>
<td>City of Tulare - Tulare InterModal Express</td>
<td>2004 to present</td>
<td>19</td>
<td>Vans, cutaways, and transit buses</td>
<td>413,243</td>
<td>Mr. Steve Bonville</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>General Services Director</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3989 South K Street Tulare, CA 93274</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>559.684.4287 <a href="mailto:sbonville@tulare.ca.gov">sbonville@tulare.ca.gov</a></td>
</tr>
</tbody>
</table>
Question 21
Question 21

List any exceptions you request to the draft Agreement and/or Scope of Work. Exceptions not described in reply to this question will not be considered at a later date unless initiated by LTA staff.

MV respectfully includes the following table to include items we would appreciate the opportunity to discuss, should MV be selected as the County’s contractor. For reference, MV has included the County’s responses thus far in the table below.

<table>
<thead>
<tr>
<th>RFP/Contract Section</th>
<th>Stated Language</th>
<th>Proposed Language</th>
<th>Explanation</th>
<th>County Response in Q/A</th>
</tr>
</thead>
</table>
| Price Adjustment     | N/A            | Include provision that provides for price adjustments if Contractor's costs increase as a result of (i) changes to the scope of work / service hours requested by the Authority, (ii) changes in laws, rules, regulations, etc. applicable to the services to be provided by Contractor, and/or (iii) wage increases necessary for Contractor to be able to recruit and retain qualified employees as a result of an increase in the Contractor needs price protection for changes requested by the Authority, or matters that were not contemplated at the time of Contractor's proposal. | Regarding changes to the Scope of Work or service hours requested by LTA, changes would be reflected in the number of hours using the hourly rate of the contract(s). Sections 6.6.3 has been added to the redline version of the Draft Agreement and reads as follows: In the event of any change in federal, state or local law, rule or ordinance which has the effect of increasing contractor(s) operating costs, including but not limited to an increase in the minimum wage or healthcare and overall benefits cost, the contractor(s) and LTA shall meet to discuss the impact of these costs and shall negotiate adjustments to contractor(s)' rates at LTA's sole discretion to be approved by the Board of Directors. Should LTA and the contractor(s) be unable to reach an agreement to
<table>
<thead>
<tr>
<th>RFP/Contract Section</th>
<th>Stated Language</th>
<th>Proposed Language</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>minimum wage in the City or surrounding jurisdictions. If the parties are unable to agree on a rate adjustment, then either party may terminate the contract upon 120 days written notice to the other party.</td>
<td>increase contractor(s)' rate to offset the increased costs, contractor(s) may terminate the Agreement(s). LTA acknowledges that the contractor(s)' termination due to inability to recover the additional costs imposed is reasonable.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sample Agreement, Section 6.6.2 – Minor Changes</td>
<td>LTA may order changes in the scope/extent of operations provided that such changes do not result in a change of vehicle revenue hours greater than 20%</td>
<td>Revise to require the agreement of both the Authority and Contractor for all revisions to the Agreement.</td>
<td>No, as required by FTA and Caltrans, the exercise of extensions must be at the sole discretion of LTA.</td>
</tr>
<tr>
<td>Sample Contract, Section 6.7.2 -Option Years; Section 6.7.3</td>
<td>LTA may extend at its sole discretion for a one-year</td>
<td>Revise to require mutual agreement for any extension of the agreement.</td>
<td>Extension of the agreement should require mutual agreement.</td>
</tr>
<tr>
<td>RFP/Contract Section</td>
<td>Stated Language</td>
<td>Proposed Language</td>
<td>Explanation</td>
</tr>
<tr>
<td>----------------------</td>
<td>----------------</td>
<td>-------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>– Month-to-month extensions; RFP, Section 1.5 – Term of Contract</td>
<td>option term, up to a maximum of 5 one-year option terms, and upon completion of the term, extend on a month to month basis up to 6 months.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sample Contract, Section 6.16.1 - Termination for Convenience</td>
<td>LTA may terminate the Contract at any time with 10 days written notice to Contractor</td>
<td>Revise to provide for 60 days prior notice of termination, and payment of Contractor’s reasonable close-out costs.</td>
<td>Contractor will have contract termination costs (including vehicle and real estate lease termination) as well as employment termination obligations required by law (WARN ACT, etc.).</td>
</tr>
<tr>
<td>Sample Contract, Section 6.16.2 - Termination for Default</td>
<td>If Contract does not perform in accordance with the Contract, LTA may terminate the contract for default.</td>
<td>Revise to provide that Contractor may have thirty (30) days to cure default.</td>
<td>Thirty days is a reasonable time to cure.</td>
</tr>
<tr>
<td>RFP/Contract Section</td>
<td>Stated Language</td>
<td>Proposed Language</td>
<td>Explanation</td>
</tr>
<tr>
<td>----------------------</td>
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</tr>
<tr>
<td>Sample Contract, Section 6.22 – Dispute Resolution and Attorneys’ Fees</td>
<td>Disputes to be decided by LTA and the decision of the LTA shall be final and not appealable to LTA.</td>
<td>Revise to provide for dispute resolution via mediation, arbitration and/or a court of competent jurisdiction.</td>
<td>Disputes should not be conclusively determined by either party to the dispute.</td>
</tr>
<tr>
<td>Sample Contract, Section 6.23 – Indemnification</td>
<td>Broad contractor indemnity including all losses, costs, etc. arising out of or in any way related to the performance of the Agreement, except for the sole negligence of LTA and/or municipalities</td>
<td>Revise to limit indemnity to Contractor’s negligence or willful misconduct, and exclude claims based on the active negligence and/or willful misconduct by any indemnified party.</td>
<td>For damages resulting from the joint negligence of Contractor and an indemnified party, damages should be apportioned on a percentage of fault basis.</td>
</tr>
<tr>
<td>Sample Contract, Section 6.29 – 13(c); SOW,</td>
<td>Contractor is subject to 13(c) provisions</td>
<td>Revise to provide that the City will be administratively and</td>
<td>Contractor should be responsible only for its obligations to bargain collectively with any union</td>
</tr>
<tr>
<td>RFP/Contract Section</td>
<td>Stated Language</td>
<td>Proposed Language</td>
<td>Explanation</td>
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</tr>
<tr>
<td>Section 7.4.9 – Employee Selection and Supervision; FTA Provisions #23</td>
<td>Contractor shall defend and indemnify the LTA from any and all claims and losses due to the 13(c) consequences of changes not requested by the LTA that result in Section 13(c) grievances, claims and/or liability.</td>
<td>Contractor is obligated to defend and indemnify the LTA financially responsible for 13(c) obligations. Contractor is obligated to bargain collectively with any union representing its employees, and to comply with the terms and conditions of the CBA it enters into with such union.</td>
<td></td>
</tr>
</tbody>
</table>

**Sample Contract, Section 6.45 – Sale or Transfer**  
Contractor will not sell, assign or transfer any interest it possesses by reason of the agreement to any other person or entity.  
Delete A change in the stockholders of Contractor shall not require consent and result in a default or termination of the Agreement.  
This request may be considered during contract negotiation.
<table>
<thead>
<tr>
<th>RFP/Contract Section</th>
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<th>Proposed Language</th>
<th>Explanation</th>
<th>County Response in Q/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Section 6.13.2 – Comprehensive General Liability Insurance, pg. 49 of 179</td>
<td>without obtaining consent of LTA.</td>
<td>We recommend removing the following language, “owner’s and contractor’s protective”, as this coverage is provided by a separate policy.</td>
<td>Contractors’ GL policy can provide similar coverage without a separate policy.</td>
<td>The “owner’s and contractor’s protective” is a stand-alone policy that covers the named insured's liability for bodily injury (BI) and property damage (PD) caused, in whole or in part, by an independent contractor's work for LTA. If the contractor(s)' General Liability policy picks up this liability, then it should cover the BI and PD as far as the contractor(s)' work is concerned barring any exclusions. Contractor(s) must ensure that there is nothing that specifically excludes the coverage that would otherwise be picked up by the “owner’s and contractor’s protective” liability.</td>
</tr>
<tr>
<td>RFP Section 6.13.3 – Commercial Automobile Liability Insurance pg. 49-50 of 179</td>
<td>Such insurance shall include products/complete operation liability, owner’s and contractor’s protective, blanket contractual liability and broad form property damage coverage.</td>
<td>We recommend removing the requirement to “include Medical Payments with coverage limits of at least $2,000 per occurrence,” as Contractors’.</td>
<td>This coverage is considered &quot;no-fault&quot; insurance and does not require the Contractor to be legally liable for payment to be made under the policy. This limit also falls 100% within Contractors’ deductible when payable.</td>
<td>Medical payments are fairly common in auto liability policies. LTA will not remove this requirement.</td>
</tr>
<tr>
<td>RFP/Contract Section</td>
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<td>Proposed Language</td>
<td>Explanation</td>
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<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
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<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>RFP Section 6.13.5</td>
<td>Uninsured Motorist with coverage limits as required by law, (3) include Medical Payments with coverage limits of at least $2,000 per occurrence.</td>
<td>AL policy does not provide this coverage.</td>
<td>The certificate of insurance form has been revised and no longer provides specific notice of cancellation wording. Insurance carriers only have an obligation to notify the Contractor in case of notice of cancellation.</td>
<td>Generally, a notice of cancellation goes to the insured and it is their responsibility to let 3rd parties know of any material changes. For this reason, contractor(s) will be required to notify LTA in the event of cancellation.</td>
</tr>
<tr>
<td>RFP/Contract Section</td>
<td>Stated Language</td>
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<td>Explanation</td>
<td>County Response in Q/A</td>
</tr>
<tr>
<td>----------------------</td>
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<td>-------------</td>
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</tr>
<tr>
<td>materially changed,</td>
<td>certified mail,</td>
<td>return receipt</td>
<td></td>
<td></td>
</tr>
<tr>
<td>terminate or</td>
<td>requested,</td>
<td>has been</td>
<td></td>
<td></td>
</tr>
<tr>
<td>allowed to expire</td>
<td>given to the LTA, and that</td>
<td>modify this item to make it a requirement that the Contractor notify the LTA in the event of cancellation.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>except after 30</td>
<td>the LTA</td>
<td>written</td>
<td></td>
<td></td>
</tr>
<tr>
<td>days prior</td>
<td></td>
<td>notice by</td>
<td></td>
<td></td>
</tr>
<tr>
<td>written notice by</td>
<td></td>
<td>certified mail,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>return receipt</td>
<td></td>
<td>return receipt</td>
<td></td>
<td></td>
</tr>
<tr>
<td>requested, has</td>
<td></td>
<td>given to the LTA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>been</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>
Question 22

List any service, program, resource, new or creative idea or proposal detail not mentioned earlier that would be of benefit to the LTA and would be available to the LTA at no additional charge.

Transit Miner Reporting Suite

In the new term, MV will provide the Transit Miner reporting platform. This scalable, cloud-based business intelligence solution interfaces with the LTA’s RouteMatch scheduling software for the paratransit component. The LTA staff will have access to provide real-time and historical reporting. This reporting offers a variety of dashboard options, allowing our dispatchers to make effective decisions for the CE and if applicable the ST services. Transit Miner offers easy, customizable data exports into PDF or CSV reporting formats. Reports include:

- System Parameters Administration Report
- On Time by Hour Report
- “Oops!” Missing or Incorrect Data Report
- Reservation Detail Report
- Agency Dashboard
- Current On-Time Performance Reports
- Productivity Analysis Report
- Reservations Summary Report
- Manifest Review Report
- Pull-In Adherence Report
- Service Revenue and Deadhead Miles Report
- Future Late Trips Dashboard
- On-Time Analysis
DriveCam On Board Monitoring System

MV uses DriveCam nationally to monitor and support the safety of our operations. This system is in place in the CE vehicles and will be provided for the ST fleet upon authorization from the LTA.

We use DriveCam to monitor each operator’s driving behavior. This system gives insight into how operators adhere to company and law enforcement policy and provide our management team with the information needed to administer coaching and retraining.

The DriveCam Video Event Recorder (VER) is placed on the vehicle’s windshield. The unit continuously monitors the operator’s behavior and provides real-time in-cab and on-road feedback. Using exception-based monitoring, the camera continuously records; however, video data is only saved when activated by embedded sensors that measure the force exerted on the vehicle (such as abrupt start/stops, sudden turns, accelerations/decelerations, speeding, and collisions). The unit also has a panic button that saves video footage when the button is pushed by the operator (in the event of an on-board incident, a passenger altercation, etc.). When triggered, the system saves data clips for a period of 10 seconds before and 10 seconds after the event.

The event video and data are uploaded to DriveCam’s Risk Analysis Center where DriveCam’s trained professionals analyze the events (review, score, and comment on each event) for our management to use in

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DriveCam Video Event Recorder Features

- On-board Posted Speed Database
- Real-Time In-Cab Feedback
- Risk Predict® Technology
- Collision Video Recording
- 4 GB Camera storage
- Telematics
- Hotspot Mapping
- Operator-Activated Event Recording (panic button)
coaching operators and improving operator safety. Events are stored on a web-based portal for a 90-day period. Afterward, all events are archived on in-house servers for historical data retention.

MV has invested significantly with Lytx and has developed subject matter experts in its corporate staff (Ms. Diana Finkle and Mr. Andrew Scott) to support MV’s local team. Although an employee of Lytx, Mr. Andrew Scott, is assigned full-time to MV’s operations and is based at MV’s Dallas, Texas headquarters. Andrew’s presence within MV’s DriveCam program ensures the most up-to-date programs – including reporting and training – are offered to MV’s customers. This also gives MV a direct line of communication with Lytx’s executive team.
Question 23
Question 23

List and price any other items you propose to offer as an option in addition to the items required by the RFP, the Agreement and the Scope of Work.

Syncromatics

MV has reviewed the CE’s service needs and has identified the Syncromatics dispatch software for the fixed route service. This system enables dispatchers to view vehicle location in real time, which allows them to monitor on-time performance, route adherence, run status, and other data. This further supports real-time decision-making for MV’s dispatchers and management team when service is running late or an operator deviates from the route.

Syncromatics also offers reports, which provide a historical review of service performance. A broad range of data can be grouped by driver and by route, and users can drill down to obtain detailed data and graphs. The data captured by Syncromatics’ reporting drives effective employee coaching and retraining activities.

Benefits to the LTA:
- Monitor fixed routes in real time
- Increase functionality
- Assist with reporting
Syncromatics’ mobile website uses GPS data to allow passengers to track the location of their vehicle. When accessed on a mobile phone, the site tracks the user’s location and generates arrival times for the nearest stops.

**Mobileye® Collision Avoidance System (Cost Option)**

MV is pleased to offer the Mobileye collision avoidance system. Mobileye is a windshield-mounted camera that detects other vehicles, pedestrians, and lane divisions in real time.

Mobileye mitigates the primary risk factor that leads to vehicle collisions — driver inattention. An estimated 93 percent of all accidents are a result of human error, with nearly 80 percent of all accidents resulting from driver inattention in the three seconds preceding the accident. In an estimated 40 percent of rear-end collisions, no brakes were applied. Further, 60 percent of road accident fatalities are due to unintentional lane departures.
When triggered, the system will emit an auditory and haptic (shaking seat) warning when the following events occur:

- The vehicle operator departs from the lane
- The distance between the vehicle and the vehicle in front of it becomes too small
- A forward collision is imminent
- A pedestrian is detected
- The operator exceeds the speed limit

This warning signals the operator to apply the brakes to avoid collisions.

The system also offers intelligent high beam control, automatically switching high beams to low beams when oncoming traffic is approaching.

This camera system supplements the safety monitoring capabilities of DriveCam; when Mobileye detects a near collision, it will trigger DriveCam to begin recording. This additional feedback will enable the DriveCam coach to more thoroughly coach operators in safe driving practices.
Question 24
Question 24

Describe the medical (including prescription coverage), dental and vision benefit packages to be provided to employees. Show the cost of these benefits in Appendix A, Form A-5. Provide the following information for each of the three types of benefits:

a. Name of plan
b. Description of plans key benefits
c. Cost to employees for plan for employee only and for employee plus dependents
d. Deductible to be paid by employee and/or co-pays required
e. Annual cost to proposer per employee to provide the benefit
f. Indicate if the benefit would be available to part-time employees and how the benefit and/or its cost to part-time employees would differ from that provided to full-time employees.

The company’s medical, dental, and vision plans for union and nonunion employees are provided below.

Medical Plans Offered to Union Employees

<table>
<thead>
<tr>
<th>Annual Deductible</th>
<th>Aetna Health Savings Plus</th>
<th>Aetna Buy Up PPO Union 500</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual/Family</td>
<td>$4,000/$8,000</td>
<td>$500/$1,500</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description of Key Benefits</th>
<th>Aetna Health Savings Plus</th>
<th>Aetna Buy Up PPO Union 500</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preventive Care</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Routine Physical Exams</td>
<td>100% covered</td>
<td>100% covered</td>
</tr>
<tr>
<td>Well Baby Care</td>
<td>100% covered</td>
<td>100% covered</td>
</tr>
<tr>
<td>Routine Gynecological Care Exams</td>
<td>100% covered</td>
<td>100% covered</td>
</tr>
<tr>
<td>Routine Mammograms</td>
<td>100% covered</td>
<td>100% covered</td>
</tr>
<tr>
<td>Colorectal Cancer Screening</td>
<td>100% covered</td>
<td>100% covered</td>
</tr>
<tr>
<td>Physician Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Routine Office Visit</td>
<td>30% coinsurance</td>
<td>$20 Copay</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service</td>
<td>Coinsurance %</td>
<td>Copay</td>
</tr>
<tr>
<td>-----------------------------------------------------</td>
<td>---------------</td>
<td>---------</td>
</tr>
<tr>
<td>Specialist Office Visit</td>
<td>30%</td>
<td>$40</td>
</tr>
<tr>
<td><strong>Diagnostic Procedures</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Diagnostic Laboratory</td>
<td>30%</td>
<td></td>
</tr>
<tr>
<td>Diagnostic X-Ray</td>
<td>30%</td>
<td></td>
</tr>
<tr>
<td><strong>Emergency Medical Care</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Urgent/Non-Urgent Care</td>
<td>30%</td>
<td></td>
</tr>
<tr>
<td>Emergency Room/Non-Emergency Room Care</td>
<td>30%</td>
<td></td>
</tr>
<tr>
<td>Transportation</td>
<td>30%</td>
<td></td>
</tr>
<tr>
<td><strong>Hospital Care</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inpatient Coverage</td>
<td>30%</td>
<td></td>
</tr>
<tr>
<td>Inpatient physician/surgeon fees</td>
<td>30%</td>
<td></td>
</tr>
<tr>
<td>Outpatient Surgery</td>
<td>30%</td>
<td></td>
</tr>
<tr>
<td>Outpatient physician/surgeon fees</td>
<td>30%</td>
<td></td>
</tr>
<tr>
<td><strong>Prescription Drug Benefits- Pharmacy</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Generic</td>
<td>30%</td>
<td>$10</td>
</tr>
<tr>
<td>Brand</td>
<td>30%</td>
<td>$20</td>
</tr>
<tr>
<td>Non-Formulary</td>
<td>50%</td>
<td>$40</td>
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</table>

<table>
<thead>
<tr>
<th>Plan Description</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Aetna Health Savings Plus</strong></td>
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<td></td>
</tr>
<tr>
<td>Employee Only</td>
<td>$4,499.85</td>
<td>$1,846.33</td>
<td>$3,900.00</td>
</tr>
<tr>
<td>Employee/Spouse</td>
<td>$4,499.85</td>
<td>$9,911.72</td>
<td>$3,900.00</td>
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<tr>
<td>Employee/Children</td>
<td>$4,499.85</td>
<td>$7,223.25</td>
<td>$3,900.00</td>
</tr>
<tr>
<td>Employee/Family</td>
<td>$4,499.85</td>
<td>$15,288.65</td>
<td>$3,900.00</td>
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<tr>
<td><strong>Aetna Buy Up PPO Union 500</strong></td>
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<td></td>
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</tr>
<tr>
<td>Employee Only</td>
<td>$3,900.00</td>
<td>$5,057.39</td>
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<tr>
<td>Employee/Spouse</td>
<td>$3,900.00</td>
<td>$15,268.11</td>
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<tr>
<td>Employee/Children</td>
<td>$3,900.00</td>
<td>$14,339.78</td>
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<tr>
<td>Employee/Family</td>
<td>$3,900.00</td>
<td>$24,086.27</td>
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</table>

<table>
<thead>
<tr>
<th>Dental Plans Offered to Union Employees</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>MetLife PDP Plan</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Annual Deductible</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$50 per member ($150 family max)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Description of Key Benefits**

**MV TRANSPORTATION, INC. • PROPOSAL OPTION 1B • RFP #2018-01**
Preventive Services | Covered 100% (deductible does not apply)
---|---
Basic Services (ex. extractions, fillings, endodontic treatment) | Covered 80% after deductible
Major Services (ex. porcelain crown, fixed or removable appliances, partial dentures) | Covered 50% after deductible
Orthodontic Services (Adults and Children) | Covered 50% ($1,000 Lifetime Max per member)
Annual Benefit Maximum (Excluding Orthodontic Services) | $1,000 per member

<table>
<thead>
<tr>
<th>MetLife Dental PDP w/ Med</th>
<th>Annual Co. Contribution</th>
<th>Annual Cost to Employee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Only</td>
<td>$0.00</td>
<td>$423.80</td>
</tr>
<tr>
<td>Employee/Spouse</td>
<td>$0.00</td>
<td>$912.21</td>
</tr>
<tr>
<td>Employee/Children</td>
<td>$0.00</td>
<td>$871.78</td>
</tr>
<tr>
<td>Employee/Family</td>
<td>$0.00</td>
<td>$1,513.07</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>MetLife Dental PDP w/o Med</th>
<th>Annual Co. Contribution</th>
<th>Annual Cost to Employee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Only</td>
<td>$391.20</td>
<td>$0.00</td>
</tr>
<tr>
<td>Employee/Spouse</td>
<td>$391.20</td>
<td>$488.41</td>
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<tr>
<td>Employee/Children</td>
<td>$391.20</td>
<td>$447.98</td>
</tr>
<tr>
<td>Employee/Family</td>
<td>$391.20</td>
<td>$1,089.27</td>
</tr>
</tbody>
</table>

**Vision Plan Offered to Union Employees**

**Description of Key Benefits**

**Benefits through a VSP Choice Preferred Provider**

**Exam Services**

- Comprehensive WellVision Exam: covered-in-full
- Contact lens exam – fitting and evaluation (when choosing contacts):
  - **Standard** and **Premium** fit: Covered in full with a copay. Member receives 15% off of contact lens exam services; member’s copay will never exceed $60.

**Lenses**

- Glass or plastic:
  - Single vision Lined bifocal
  - Single vision Lined trifocal
  - Lenticular Tints & Photochromics
- Covered-in-full Covered-in-full Covered-in-full
- Covered-in-full
- Covered in full following a $15 Copay
The most popular lens options are covered-in-full with a copay, saving our members an average of 20%-25%. Maximum copay on standard lens enhancements:

<table>
<thead>
<tr>
<th>Lens Options</th>
<th>Single Vision</th>
<th>Multifocal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Patient Option</td>
<td>Anti-reflective coating</td>
<td>$43</td>
</tr>
<tr>
<td></td>
<td>Polycarbonate for children</td>
<td>No copay</td>
</tr>
<tr>
<td></td>
<td>Polycarbonate for adults</td>
<td>$33</td>
</tr>
<tr>
<td></td>
<td>Progressive</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>Scratch-resistant coating</td>
<td>$17</td>
</tr>
</tbody>
</table>

Frame:
- Frames covered-in-full up to the retail allowance: $150. Costco® Optical allowance of $80 is equivalent to the frame allowance at preferred providers and other affiliate locations.
- Frame allowances backed by a wholesale allowance guarantee, ensuring more than 16,000 frames are covered-in-full (depending on plan chosen).
- 20% off any amount above the retail allowance.
- Members can choose from virtually any frame on the market.

Elective Contact Lenses:
- Prescription contact lens materials covered-in-full up to the retail allowance: $150 (in lieu of frame and lenses).
- VSP members get exclusive mail-in rebate savings.
- Members can choose from any available prescription contact lens materials.

Necessary Contact Lenses:
Covered-in-full for members who have specific conditions.

Additional Pairs of Glasses:
20% off unlimited additional pairs of prescription glasses and/or nonprescription sunglasses.

Laser VisionCare Program:
Discounts average 15-20% off or 5% off a promotional offer for laser surgery, including PRK, LASIK, Custom LASIK, and IntraLase.

Exclusions:
Two pairs of glasses instead of bifocals; replacement of lenses, frames, or contacts; medical or surgical treatment; orthoptics; vision training or supplemental testing.
For contact lenses: insurance policies or service agreements; artistically painted or nonprescription lenses; additional office visits for contact lens pathology; contact lens modification; polishing or cleaning.

Open Access Schedule (Non VSP Choice Providers):
VSP offers a generous reimbursement schedule for services from other providers:
- Exam Lenses: $45
- Single vision lenses: $30
- Bifocal lenses: $50
- Trifocal lenses: $65
- Frame: $70
- Elective contact lenses (in lieu of lenses & frame): $105

1 Lens enhancements outlined are standard and based on applicable laws, benefits may vary by doctor location.

2 Rebates subject to change.

3 20% off unlimited additional pairs of glasses valid through any VSP Preferred Provider within 12 months of the last covered eye exam.

4 Custom LASIK coverage only available using wavefront technology with the microkeratome surgical device. Other LASIK procedures may be performed at an additional cost to the member. LaserVision Care discounts are only available from VSP-contracted facilities.
## Medical Plans Offered to Hourly Non-Union Employees

<table>
<thead>
<tr>
<th>VSP Vision with Medical</th>
<th>Annual Co. Contribution</th>
<th>Annual Cost to Employee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Only</td>
<td>$0.00</td>
<td>$72.80</td>
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<tr>
<td>Employee/Spouse</td>
<td>$0.00</td>
<td>$145.86</td>
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<tr>
<td>Employee/Children</td>
<td>$0.00</td>
<td>$155.87</td>
</tr>
<tr>
<td>Employee/Family</td>
<td>$0.00</td>
<td>$249.21</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>VSP Vision without Medical</th>
<th>Annual Co. Contribution</th>
<th>Annual Cost to Employee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Only</td>
<td>$67.20</td>
<td>$0.00</td>
</tr>
<tr>
<td>Employee/Spouse</td>
<td>$67.20</td>
<td>$73.06</td>
</tr>
<tr>
<td>Employee/Children</td>
<td>$67.20</td>
<td>$83.07</td>
</tr>
<tr>
<td>Employee/Family</td>
<td>$67.20</td>
<td>$176.41</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Medical Plans Offered to Hourly Non-Union Employees</th>
<th>Aetna Health Savings Plus</th>
<th>Aetna Health Savings Primary</th>
<th>Aetna Buy UP PPO 1000</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Annual Deductible</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Individual/Family</td>
<td>$4,000/$8,000</td>
<td>$1,500/$3,000</td>
<td>$1,000/$3,000</td>
</tr>
<tr>
<td><strong>Description of Key Benefits</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Preventive Care</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Routine Physical Exams</td>
<td>100% covered</td>
<td>100% covered</td>
<td>100% covered</td>
</tr>
<tr>
<td>Well Baby Care</td>
<td>100% covered</td>
<td>100% covered</td>
<td>100% covered</td>
</tr>
<tr>
<td>Routine Gynecological Care Exams</td>
<td>100% covered</td>
<td>100% covered</td>
<td>100% covered</td>
</tr>
<tr>
<td>Routine Mammograms</td>
<td>100% covered</td>
<td>100% covered</td>
<td>100% covered</td>
</tr>
<tr>
<td>Colorectal Cancer Screening</td>
<td>100% covered</td>
<td>100% covered</td>
<td>100% covered</td>
</tr>
<tr>
<td><strong>Physician Services</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Routine Office Visit</td>
<td>30% coinsurance</td>
<td>20% coinsurance</td>
<td>$20 Copay</td>
</tr>
<tr>
<td>Specialist Office Visit</td>
<td>30% coinsurance</td>
<td>20% coinsurance</td>
<td>$40 Copay</td>
</tr>
<tr>
<td><strong>Diagnostic Procedures</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Diagnostic Laboratory</td>
<td>30% coinsurance</td>
<td>20% coinsurance</td>
<td>20% coinsurance</td>
</tr>
<tr>
<td>Diagnostic X-Ray</td>
<td>30% coinsurance</td>
<td>20% coinsurance</td>
<td>20% coinsurance</td>
</tr>
<tr>
<td><strong>Emergency Medical Care</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service</td>
<td>30% coinsurance</td>
<td>20% coinsurance</td>
<td>20% coinsurance</td>
</tr>
<tr>
<td>---------------------------------</td>
<td>-----------------</td>
<td>-----------------</td>
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</tr>
<tr>
<td>Urgent/Non-Urgent Care</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Emergency Room/Non-Emergency</td>
<td>30% coinsurance</td>
<td></td>
<td>20% coinsurance</td>
</tr>
<tr>
<td>Room Care</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transportation</td>
<td>30% coinsurance</td>
<td></td>
<td>20% coinsurance</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hospital Care</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inpatient Coverage</td>
<td>30% coinsurance</td>
<td></td>
<td>20% coinsurance</td>
</tr>
<tr>
<td>Inpatient physician/surgeon fees</td>
<td></td>
<td></td>
<td>20% coinsurance</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outpatient Surgery</td>
<td>30% coinsurance</td>
<td></td>
<td>20% coinsurance</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prescription Drug Benefits -</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pharmacy</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Generic</td>
<td>30% coinsurance</td>
<td></td>
<td>25% copay</td>
</tr>
<tr>
<td>Brand</td>
<td>30% coinsurance</td>
<td></td>
<td>25% copay</td>
</tr>
<tr>
<td>Non-Formulary</td>
<td>50% coinsurance</td>
<td></td>
<td>25% copay</td>
</tr>
</tbody>
</table>

**Aetna Health Savings Plus**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Annual Co. Contribution</td>
<td>Annual Cost to Employee</td>
<td>Annual Co. Contribution</td>
</tr>
<tr>
<td>Employee Only</td>
<td>$5,100.12</td>
<td>$1,196.00</td>
<td>$4,740.12</td>
</tr>
<tr>
<td>Employee/Spouse</td>
<td>$8,825.16</td>
<td>$5,226.00</td>
<td>$7,937.16</td>
</tr>
<tr>
<td>Employee/Children</td>
<td>$7,567.44</td>
<td>$3,900.00</td>
<td>$6,919.44</td>
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<tr>
<td>Employee/Family</td>
<td>$12,564.48</td>
<td>$6,552.00</td>
<td>$11,484.48</td>
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</table>

**Aetna Health Savings Primary**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Annual Co. Contribution</td>
<td>Annual Cost to Employee</td>
<td>Annual Co. Contribution</td>
</tr>
<tr>
<td>Employee Only</td>
<td>$3,845.76</td>
<td>$3,406.00</td>
<td>$3,293.76</td>
</tr>
<tr>
<td>Employee/Spouse</td>
<td>$3,702.60</td>
<td>$10,335.00</td>
<td>$4,877.40</td>
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</table>
## Dental Plans Offered to Hourly Non-Union Employees

<table>
<thead>
<tr>
<th>Description of Key Benefits</th>
<th>Annual Deductible</th>
<th>Coverage Percentage/Max</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preventive Services</td>
<td>$50 per member ($150 family max)</td>
<td>Covered 100% (deductible does not apply)</td>
</tr>
<tr>
<td>Basic Services (ex. extractions, fillings, endodontic treatment)</td>
<td></td>
<td>Covered 80% after deductible</td>
</tr>
<tr>
<td>Major Services (ex. porcelain crown, fixed or removable appliances, partial dentures)</td>
<td></td>
<td>Covered 50% after deductible</td>
</tr>
<tr>
<td>Orthodontic Services (Adults and Children)</td>
<td></td>
<td>Covered 50% ($1,000 Lifetime Max)</td>
</tr>
<tr>
<td>Annual Benefit Maximum (Excluding Orthodontic Services)</td>
<td></td>
<td>$1,000 per member</td>
</tr>
</tbody>
</table>

### MetLife Exempt PDP

<table>
<thead>
<tr>
<th>MetLife Exempt PDP</th>
<th>Annual Co. Contribution</th>
<th>Annual Cost to Employee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Only</td>
<td>$0.00</td>
<td>$157.95</td>
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<tr>
<td>Employee/Spouse</td>
<td>$0.00</td>
<td>$339.82</td>
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<tr>
<td>Employee/Children</td>
<td>$0.00</td>
<td>$324.61</td>
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<tr>
<td>Employee/Family</td>
<td>$0.00</td>
<td>$563.42</td>
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</tbody>
</table>
## Vision Plan Offered to Hourly Non-Union Employees

### Description of Key Benefits

**Benefits through a VSP Choice Preferred Provider**

<table>
<thead>
<tr>
<th>Exam Services</th>
<th>Comprehensive WellVision Exam ( \text{covered-in-full} )</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact lens exam – fitting and evaluation (when choosing contacts): Standard and Premium fit: Covered in full with a copay. Member receives 15% off of contact lens exam services; member’s copay will never exceed $60.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Lenses</th>
<th>Glass or plastic:</th>
<th>Single vision Lined bifocal Lined trifocal Lenticular Tints &amp; Photochromics</th>
<th>Covered-in-full Covered-in-full Covered-in-full Covered-in-full Covered-in-full full following a $15 Copay</th>
</tr>
</thead>
<tbody>
<tr>
<td>The most popular lens options are covered-in-full with a copay, saving our members an average of 20%-25%. Maximum copay on standard lens enhancements:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Lens Options</th>
<th>Patient Option</th>
<th>Single Vision</th>
<th>Multifocal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anti-reflective coating Polycarbonate for children Polycarbonate for adults Progressive Scratch-resistant coating</td>
<td>$43</td>
<td>$43</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Lens Options</th>
<th>Frame</th>
</tr>
</thead>
<tbody>
<tr>
<td>Frames covered-in-full up to the retail allowance: $150. Costco® Optical allowance of $80 is equivalent to the frame allowance at preferred providers and other affiliate locations.</td>
<td></td>
</tr>
<tr>
<td>Frame allowances backed by a wholesale allowance guarantee, ensuring more than 16,000 frames are covered-in-full (depending on plan chosen)</td>
<td></td>
</tr>
<tr>
<td>20% off any amount above the retail allowance</td>
<td></td>
</tr>
<tr>
<td>Members can choose from virtually any frame on the market</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Lens Options</th>
<th>Elective Contact Lenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prescription contact lens materials covered-in-full up to the retail allowance: $150 (in lieu of frame and lenses)</td>
<td></td>
</tr>
<tr>
<td>VSP members get exclusive mail-in rebate savings²</td>
<td></td>
</tr>
<tr>
<td>Members can choose from any available prescription contact lens materials</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Lens Options</th>
<th>Necessary Contact Lenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Covered-in-full for members who have specific conditions.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Lens Options</th>
<th>Additional Pairs of Glasses</th>
</tr>
</thead>
<tbody>
<tr>
<td>20% off unlimited additional pairs of prescription glasses and/or nonprescription sunglasses³</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Lens Options</th>
<th>Laser VisionCare Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>Discounts average 15-20% off or 5% off a promotional offer for laser surgery, including PRK, LASIK, Custom LASIK, and IntraLase⁴</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Lens Options</th>
<th>Exclusions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Two pairs of glasses instead of bifocals; replacement of lenses, frames, or contacts; medical or surgical treatment; orthoptics; vision training or supplemental testing.</td>
<td></td>
</tr>
<tr>
<td>For contact lenses: insurance policies or service agreements; artistically painted or nonprescription lenses; additional office visits for contact lens pathology; contact lens modification; polishing or cleaning</td>
<td></td>
</tr>
</tbody>
</table>

| Lens Options | VSP offers a generous reimbursement schedule for services from other providers |

² Exclusions for contact lenses: insurance policies or service agreements; artistically painted or nonprescription lenses; additional office visits for contact lens pathology; contact lens modification; polishing or cleaning

³ VSP offers a generous reimbursement schedule for services from other providers
## Open Access Schedule (Non VSP Choice Providers)

<table>
<thead>
<tr>
<th>Exam Lenses:</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Single vision lenses</td>
<td>Bifocal lenses</td>
<td>Trifocal lenses</td>
</tr>
<tr>
<td>Frame</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Elective contact lenses (in lieu of lenses &amp; frame)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$45</td>
<td>$30</td>
<td>$50</td>
</tr>
<tr>
<td>$65</td>
<td>$70</td>
<td>$105</td>
</tr>
</tbody>
</table>

1. Lens enhancements outlined are standard and based on applicable laws, benefits may vary by doctor location.
2. Rebates subject to change
3. 20% off unlimited additional pairs of glasses valid through any VSP Preferred Provider within 12 months of the last covered eye exam.
4. Custom LASIK coverage only available using wavefront technology with the microkeratome surgical device. Other LASIK procedures may be performed at an additional cost to the member. LaserVision Care discounts are only available from VSP-contracted facilities.

<table>
<thead>
<tr>
<th>VSP Vision Exempt</th>
<th>Monthly Co. Contribution</th>
<th>Annual Cost to Employee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Only</td>
<td>$0.00</td>
<td>$67.20</td>
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<tr>
<td>Employee/Spouse</td>
<td>$0.00</td>
<td>$134.64</td>
</tr>
<tr>
<td>Employee/Children</td>
<td>$0.00</td>
<td>$143.88</td>
</tr>
<tr>
<td>Employee/Family</td>
<td>$0.00</td>
<td>$230.04</td>
</tr>
</tbody>
</table>
Question 25
Holiday Pay: Full time employees are eligible for six (6) paid holidays. Part time employees are eligible for four (4) paid holidays.

Medical Insurance: The Company offers medical insurance to eligible employees determined under the provisions of the Affordable Care Act (ACA). For “Grandfathered employees,” the Company will contribute $425.00 per month. For Non-Grandfathered employees, the Company will contribute $325.00 per month to the cost of the plan.

Dental AND Vision Insurance: The Company shall provide Dental and/or Vision Insurance at no cost to the eligible full-time employee for employee only coverage if that employee elects not to take the medical insurance; otherwise employees will have the option to participate in Dental and Vision Insurance at group at their own cost.

Life Insurance: The Company shall maintain life insurance coverage for employees at Ten-Thousand Dollars ($10,000) per employee payable to a surviving beneficiary.

401K: The Company shall provide a 401K Retirement Savings Plan to full time employees. The Company shall match $.10 for every dollar an employee contributes to this plan up to six (6) percent of an employee’s annual salary.

Vacation Pay: Full time employees start to accrue vacation on the first day after their first year at the rate of 3.33 hours per month. The accrual rate increases to 6.66 hours per month after three years of full time employment. The accrual rate increases to 10 hours per month after five (5) years of service.

Sick Pay: Full-time employees shall be eligible for four (4) hours of sick pay for every calendar month, up to a maximum of forty-eight (48) hours annually. Part-time employees are eligible for two (2) hours a month up to a maximum of twenty-four hours annually.

Bereavement: The Company shall provide time so that individuals attending to a death in the immediate family shall be allowed up to three (3) days of paid bereavement leave.

Safety Bonus: The Company agrees to develop a monthly safety program where eligible employee would participate in some form of drawing for cash or cash equivalent prizes, not to exceed $300.00 per month for the entire division.
Non-Bargained, Exempt Employee Benefits:

**Medical:** Full time employees and those who qualify under the ACA are eligible for health, dental and vision benefits.

**Vacation Pay:** Employees working 70+ hours in a pay period accrue 1.54 hours per pay period after one year of employment. After three years the accrual increases to 3.08 hours per pay period.

**Paid Sick Time:** The Company provides sick leave benefits in accordance with the California Sick Leave Act (24 hours of sick leave per year) to full time and part time employees.

**Paid Holidays:** All employees are eligible for six (6) paid holidays.

**Supplemental Voluntary Benefits:** Following 30 days of employment full time and part time employees are eligible to participate in company offered benefits for short term disability, accident care, critical illness, universal life, and term life insurance.

**Flexible Spending Accounts (Health Care FSA and Dependent Care FSA):** These programs allow employees to put aside pre-tax money to pay for childcare or eldercare expenses while employees work, and to pay for qualifying out-of-pocket medical expenses (such as copays and other covered items.) Employees are eligible to participate in both plans on their normal benefits eligibility date.

**Employee Assistance Program:** MV offers confidential counseling services at no cost for employees and family members (3 in-person sessions per incident per year). There is a 24/7 resource and referral line for counseling, financial assistance, legal problems, and many other issues.

**Supplemental Life, Ad&D, And Disability Insurance:** In addition to its health insurance plan offerings, MV also offers company-sponsored supplemental life insurance and Accidental Death & Dismemberment (AD&D) insurance plans through The Standard Insurance Company. The supplemental life insurance plan is available to employees, their spouse/domestic partner, and their children. The AD&D insurance plan is available to employees. Employees are eligible effective on the 1st of the month following their waiting period.

**401(k):** Employees are eligible to participate in the Company offered 401(k) program with a Company match.
Question 26
Question 26

Has your firm applied for credit protection under any bankruptcy proceedings over the past five years? (Answer "yes" or "no." If the answer is "yes," give details.)

No, MV has never applied for credit protection under any bankruptcy proceedings over the past five years.
Question 27
Question 27

Is there any recent, current or pending litigation involving transit services operated by your firm due to accidents that have resulted in death or serious injury? ("Recent" shall be defined as any judgment entered or settlement reached within the past five years which resulted in a dismissal of a lawsuit.) Answer "yes" or "no." if the answer is "yes," provide a detailed description of each accident/incident. Describe the plaintiffs’ allegation(s) of negligence by your firm, if any, and your firm’s response, if any. For traffic accidents, specify the party determined by the investigating law enforcement agency to be at fault and why. The court of jurisdiction and number of each case shall be included with the answer.

As a national transportation management firm with numerous contracts and employees, MV is involved in claims and litigation in the normal course of business. MV has liability, workers’ compensation and employment-related claims in the settlement or claims process. Company teams in legal and risk management work continuously to handle these matters, none of which are of a size or scope to impact this contract. The company maintains insurance coverage with deductibles or self-insured retentions and limits that the Company believes are appropriate.

Within the past five years and in the operation of more than 11,000 vehicles across more than 140 locations, MV has experienced 22 major incidents that have resulted in major injury and fatalities; all of which are currently under attorney-client privilege. There is presently no litigation, including those identified above, against the company which is not subject to insurance coverage or which MV believes would threaten the financial stability of the company or its ability to perform any of its contractual obligations. If the LTA requires more information on claims for the purpose of evaluating MV, please contact Ms. Dorina Hertner chief risk officer at (712) 764-8500.
Question 28
Question 28

Has any public transit agency, since January 2012, terminated a contract with your firm prior to the contract's intended expiration date or elected not to exercise an option term. Your response must state yes or no. If the answer is yes, the following information must be provided for each contract termination.

1. Transit operator name and address.
2. Name and telephone number of contract administrator for said transit operator.
3. Explanatory information.

MV is proud of the longstanding relationships that it has formed with the agencies it serves. Neither MV Transportation, Inc., nor its subsidiaries, joint ventures, partnerships, or affiliates, has ever defaulted on a contract since January 2012 or in its entire 43 years of service. While the Company has had a handful of contracts where a revised expiration date was negotiated, the firm has neither failed to complete a contract nor has it had a contract terminated due to failure to comply with contract obligations.
Question 29
Question 29

Briefly describe the challenges and benefits of operating both CE and ST as a combined service. How will a combined service better meet the needs of riders? How will the transition to a combined service be communicated to riders? What obstacles do you anticipate for a combined service and how will you address these problems? How will cost savings be realized?

Benefits and Challenges

The benefits of the LTA’s selection of MV to continue to operate the current County Express services, as well as the Specialized Transportation systems offers service consistency. Under the same management platform, the ST system is postured for success as demonstrated by the company’s current and past performance indicators. MV has met or exceeded all performance standards during its time operating CE services for the County resulting in as evidenced by the zero accidents from 2015 to year-to-date and no missed runs in the current term. The ST services will be managed by a goal-driven team with proven results. ST services will be brought into the existing operation at the Southside operating facility, providing cost efficiency to the County and the benefit of having all operations in one place and under consistent management practices.

Additional benefits are found in the addition of MV tools such as DriveCam and Mobileye and efficiencies in training and hiring procedures, ensuring a consistent message and consistent high quality service across all County services, which will benefit the existing ridership and customer service.

Challenges associated with combining service are presented in the initial transition but will be resolved through communication – to the passengers and the employees. We do not expect any challenges to be ongoing, only improved service through the consistency the combined model offers.
Meeting Passenger Expectations

MV will retain the current CE employees and will aim to transition all of the existing ST employees from the incumbent provider, pending County approval and successful completion of MV’s qualification and background checks. This is a benefit, as these employees have beneficial knowledgeable of the service area, the passenger base, and the LTA’s policies. Our vehicle operator team will be cross-trained in both services prior to new term to ensure reliability, and service consistency for the County’s services moving forward. Further, all incoming employees will be training using MV’s AVATAR training program and receive the Platinum Connection Customer Service training to ensure all employees understand the quality and care of service that MV delivers to its passengers.

Communications

With the County’s permission, the Company will host a town hall meeting immediately following contract award to introduce MV as the new service operator for the LTA’s ST services. Attendees will learn about the new procedures and tools that MV brings to benefit the service and acclimate the ST passengers to MV’s operations. The company will also distribute flyers relate the updates as communicated during the meeting. Our approach to the new ST services includes community outreach. The management team will also schedule initial visits to the senior lunch programs and senior centers to introduce the team and offer assurance of our commitment and knowledge of service routes.

Cost Savings

The cost-saving benefits of combining these services will be realized in additional overall service flexibility and consistency in procedures. MV’s team will be cross-trained in both services for improved service reliability, which may reduce overtime, training, and hiring expenses over the contract period and may allow the service to grow without added cost.

Combining the services also has the potential to bring savings should the County bring the ST services into the Routematch system by improving service efficiency.
Routematch software coupled with Transit Miner reporting will allow MV’s team to analyze the service as one system and make real-time adjustments for productivity. Further, MV’s knowledge of the system and working relationship with Routematch has the potential to save the County implementation and support cost for this process.
5.6.5 Proposed Price and Cost Information
5.6.5 Proposed Price and Cost Information

MV provides the price and cost information in the forms following this tab.
Form A-1 Price CE only
Form A-1 Price CE only

MV provides Form A-1 Price CE form immediately following this page.
COUNTY EXPRESS
Price Proposal

Provide a proposed fixed monthly rate plus a rate per revenue vehicle hour for the operation of County Express service in compliance with the Agreement, RFP Section 6, and Scope of Work, RFP Section 7. Form must be fully completed for the entire proposal to be deemed responsive.

<table>
<thead>
<tr>
<th>Estimated Annual Revenue Vehicle Hours (RVH)</th>
<th>22,900</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Rates</strong></td>
<td></td>
</tr>
<tr>
<td>Fixed Rate per Month</td>
<td></td>
</tr>
<tr>
<td>Base Year 1</td>
<td>$ 29,220</td>
</tr>
<tr>
<td>Base Year 2</td>
<td>$ 30,015</td>
</tr>
<tr>
<td>Base Year 3</td>
<td>$ 30,706</td>
</tr>
<tr>
<td>Option Year 1</td>
<td>$ 31,408</td>
</tr>
<tr>
<td>Option Year 2</td>
<td>$ 31,935</td>
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<tr>
<td>Option Year 3</td>
<td>$ 32,054</td>
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<tr>
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<td>$ 33,292</td>
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<tr>
<td>Option Year 5</td>
<td>$ 34,153</td>
</tr>
<tr>
<td>Rate Per Revenue Vehicle Hour (RVH)</td>
<td></td>
</tr>
<tr>
<td>Base Year 1</td>
<td>$ 38,23</td>
</tr>
<tr>
<td>Base Year 2</td>
<td>$ 39,02</td>
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<tr>
<td>Base Year 3</td>
<td>$ 40,35</td>
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<tr>
<td>Option Year 1</td>
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<td>Option Year 2</td>
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<td>$ 43,72</td>
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<td>$ 44,63</td>
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<tr>
<td>Option Year 5</td>
<td>$ 45,01</td>
</tr>
<tr>
<td><strong>Annual Costs</strong></td>
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</tr>
<tr>
<td>Fixed Rate per Month multiplied by 12 months</td>
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</tr>
<tr>
<td>Base Year 1</td>
<td>$ 350,644</td>
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<td>Base Year 2</td>
<td>$ 360,179</td>
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<td>Base Year 3</td>
<td>$ 368,470</td>
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<td>Option Year 1</td>
<td>$ 376,898</td>
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<tr>
<td>Option Year 2</td>
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<td>$ 384,651</td>
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<td>$ 399,501</td>
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<td>Option Year 5</td>
<td>$ 409,831</td>
</tr>
<tr>
<td>Rate per RVH Multiplied by Estimated Annual RVH</td>
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</tr>
<tr>
<td>Base Year 1</td>
<td>$ 875,357</td>
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<tr>
<td>Base Year 2</td>
<td>$ 893,474</td>
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<td>$ 1,001,183</td>
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<td>Option Year 4</td>
<td>$ 1,021,994</td>
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<tr>
<td>Option Year 5</td>
<td>$ 1,030,775</td>
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<tr>
<td>Total Annual Cost (Fixed Monthly Rate Cost + RVH Cost)</td>
<td></td>
</tr>
<tr>
<td>Base Year 1</td>
<td>$ 1,226,001</td>
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<td>Base Year 2</td>
<td>$ 1,253,653</td>
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<td>Base Year 3</td>
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<tr>
<td>Option Year 2</td>
<td>$ 1,362,298</td>
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<td>Option Year 3</td>
<td>$ 1,385,834</td>
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<td>Option Year 4</td>
<td>$ 1,421,495</td>
</tr>
<tr>
<td>Option Year 5</td>
<td>$ 1,440,607</td>
</tr>
</tbody>
</table>

Name of Submitting Firm: MV Transportation, Inc.
Name and Title of Authorized Signer: Corporate Secretary
Signature of Authorized Signer: [Signature]
Date: August 3, 2018

Total Cost for 8 Years (3 Base Years + 5 Option Years) $10,706,650
Form A-3 Price Combined
Form A-3 Price Combined

MV provides Form A-1 Price Combined form immediately following this page.
**COMBINED OPERATION OF CE & ST**

**Price Proposal**

For the combined operation of CE and ST, provide a proposed fixed monthly rate to operate both services, a rate per revenue vehicle hour for CE and a separate rate per revenue vehicle hour for ST. The combined operation of CE and ST shall be in compliance with the Agreement, RFP Section 6 and Scope of Work RFP Section 7. Form must be fully completed in order for the entire proposal to be deemed responsive.

<table>
<thead>
<tr>
<th>Rates</th>
<th>Base Year 1</th>
<th>Base Year 2</th>
<th>Base Year 3</th>
<th>Option Year 1</th>
<th>Option Year 2</th>
<th>Option Year 3</th>
<th>Option Year 4</th>
<th>Option Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fixed Monthly Rate for operation of both CE and ST</td>
<td>$29,716</td>
<td>$30,498</td>
<td>$31,192</td>
<td>$31,898</td>
<td>$32,383</td>
<td>$32,486</td>
<td>$33,825</td>
<td>$34,690</td>
</tr>
<tr>
<td>Rate Per Revenue Vehicle Hour (RVH) for CE Service</td>
<td>$36.25</td>
<td>$36.56</td>
<td>$38.01</td>
<td>$39.41</td>
<td>$40.81</td>
<td>$41.93</td>
<td>$43.04</td>
<td>$43.85</td>
</tr>
<tr>
<td>Rate Per Revenue Vehicle Hour for ST Service</td>
<td>$36.25</td>
<td>$36.56</td>
<td>$38.01</td>
<td>$39.41</td>
<td>$40.81</td>
<td>$41.93</td>
<td>$43.04</td>
<td>$43.85</td>
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</table>

<table>
<thead>
<tr>
<th>Annual Costs</th>
<th>Base Year 1</th>
<th>Base Year 2</th>
<th>Base Year 3</th>
<th>Option Year 1</th>
<th>Option Year 2</th>
<th>Option Year 3</th>
<th>Option Year 4</th>
<th>Option Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fixed Rate per Month multiplied by 12 months</td>
<td>$356,588</td>
<td>$365,981</td>
<td>$374,308</td>
<td>$382,775</td>
<td>$388,601</td>
<td>$389,833</td>
<td>$405,903</td>
<td>$416,283</td>
</tr>
<tr>
<td>CE Rate per RVH Multiplied by Estimated Annual CE RVH</td>
<td>$830,118</td>
<td>$837,231</td>
<td>$870,392</td>
<td>$902,384</td>
<td>$934,480</td>
<td>$960,215</td>
<td>$985,709</td>
<td>$1,004,274</td>
</tr>
<tr>
<td>ST Rate per RVH Multiplied by Estimated Annual ST RVH</td>
<td>$242,873</td>
<td>$244,954</td>
<td>$254,656</td>
<td>$264,016</td>
<td>$273,407</td>
<td>$280,936</td>
<td>$288,395</td>
<td>$293,827</td>
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<tr>
<td>Total Annual Cost (Fixed Monthly Rate + Hours Based Cost)</td>
<td>$1,429,579</td>
<td>$1,448,165</td>
<td>$1,499,357</td>
<td>$1,549,174</td>
<td>$1,596,488</td>
<td>$1,630,985</td>
<td>$1,680,007</td>
<td>$1,714,384</td>
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**Name of Submitting Firm:** MV Transportation, Inc.

**Name and Title of Authorized Signer:** Amy X., Assistant Corporate Secretary

**Signature of Authorized Signer:**

**Date:** August 3, 2018

**Total Cost for 8 Years (3 Base Years + 5 Option Years)** $12,548,139
Form A-4 Option B-2
Forms
Form A-4 Option B=2 Forms

MV provides Form A-4 Option B=2 forms immediately following this page.
<table>
<thead>
<tr>
<th>Cost Items</th>
<th>Base Year 1</th>
<th>Base Year 2</th>
<th>Base Year 3</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>January 1, 2019 to December 31, 2019</td>
<td>January 1, 2020 to December 31, 2020</td>
<td>January 1, 2021 to December 31, 2021</td>
</tr>
<tr>
<td></td>
<td>FIXED</td>
<td>Hours-Based</td>
<td>TOTAL</td>
</tr>
<tr>
<td><strong>LABOR, SALARIES AND WAGES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A Management</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Manager</td>
<td>82,000</td>
<td>82,000</td>
<td>84,050</td>
</tr>
<tr>
<td>B Operations Manager/Lead Dispatcher</td>
<td>63,866</td>
<td>63,696</td>
<td>65,493</td>
</tr>
<tr>
<td>C Dispatchers</td>
<td>93,366</td>
<td>93,366</td>
<td>97,297</td>
</tr>
<tr>
<td>D Relief Dispatcher</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E Bus Operator</td>
<td>479,203</td>
<td>479,203</td>
<td>498,066</td>
</tr>
<tr>
<td>F Bus Cleaner (Optional)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>G Other Labor (Provide Staff Position Detail)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>H Bonus/Employee Incentive (Provide Detail)</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>I Safety Bonus/Safety Contact</td>
<td>6,885</td>
<td>6,885</td>
<td>6,984</td>
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<tr>
<td>J Subtotal</td>
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<td>479,203</td>
<td>725,351</td>
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<tr>
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<td>11,160</td>
<td>11,498</td>
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<tr>
<td>B Operations Manager/Lead Dispatcher</td>
<td>9,775</td>
<td>9,775</td>
<td>10,079</td>
</tr>
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<td>C Dispatchers</td>
<td>19,621</td>
<td>19,621</td>
<td>20,393</td>
</tr>
<tr>
<td>D Relief Dispatcher</td>
<td></td>
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<tr>
<td>E Bus Operator</td>
<td>141,289</td>
<td>141,289</td>
<td>148,353</td>
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<tr>
<td>F Bus Cleaner (Optional)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>G Other Labor (Provide Staff Position Detail)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>H Bonus/Employee Incentive (Provide Detail)</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>I Subtotal</td>
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<td>141,289</td>
<td>181,845</td>
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<td><strong>FUEL EXPENSES</strong></td>
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<tr>
<td>A Professional Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B Other Services (Provide Detail)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C Subtotal</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>POWER AND UTILITIES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A Telephone and Internet</td>
<td>15,412</td>
<td>15,412</td>
<td>15,874</td>
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<tr>
<td>B Office Supplies</td>
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<td>4,948</td>
<td>5,097</td>
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<tr>
<td>C Other (Provide Detail)</td>
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<tr>
<td>D Subtotal</td>
<td>20,360</td>
<td>20,360</td>
<td>20,971</td>
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</table>
# Detailed Costs for:

**CE** (Enter CE, ST or Combined)

| Name of Proposing Firm | MV TRANSPORTATION, INC. |

<table>
<thead>
<tr>
<th>Cost Items</th>
<th>Base Year 1: January 1, 2019 to December 31, 2019</th>
<th>Base Year 2: January 1, 2020 to December 31, 2020</th>
<th>Base Year 3: January 1, 2021 to December 31, 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REGULAR</strong></td>
<td><strong>FIXED</strong></td>
<td><strong>Hours-Based</strong></td>
<td><strong>TOTAL</strong></td>
</tr>
<tr>
<td>Worker's Compensation/Employer Liability</td>
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<td>72,741</td>
<td>75,898</td>
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<tr>
<td>Comprehensive General Liability</td>
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<td>15,373</td>
<td>15,373</td>
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<td>Automobile Liability (Revenue &amp; Non-Revenue Vehicles)</td>
<td>43,865</td>
<td>43,865</td>
<td>43,304</td>
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<tr>
<td>Automobile Physical Damage (Revenue &amp; Non-Revenue Vehicles)</td>
<td>9,736</td>
<td>9,736</td>
<td>9,736</td>
</tr>
<tr>
<td>Other Insurance Premiums (Provide Detail)</td>
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<td>-</td>
<td>-</td>
</tr>
<tr>
<td>1) Performance Bond</td>
<td>800</td>
<td>800</td>
<td>815</td>
</tr>
<tr>
<td>2)</td>
<td>-</td>
<td>-</td>
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<tr>
<td>Subtotal</td>
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<td>142,517</td>
<td>142,517</td>
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<tr>
<td><strong>TOTAL - CORPORATE OVERHEAD</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>REGULAR - UTILITIES, REPAIRS, MAINTENANCE, ETC.</strong></td>
<td><strong>FIXED</strong></td>
<td><strong>Hours-Based</strong></td>
<td><strong>TOTAL</strong></td>
</tr>
<tr>
<td>Non-Revenue Vehicle Cost</td>
<td>5,709</td>
<td>5,709</td>
<td>5,780</td>
</tr>
<tr>
<td>Other Equipment (Provide Detail)</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>1) Drive Cam and Mobile Eye</td>
<td>6,782</td>
<td>6,782</td>
<td>6,782</td>
</tr>
<tr>
<td>2) Phone System</td>
<td>1,407</td>
<td>1,407</td>
<td>1,407</td>
</tr>
<tr>
<td>3) Pressure Washer</td>
<td>1,177</td>
<td>1,177</td>
<td>1,177</td>
</tr>
<tr>
<td>4) IT Equipment and Computers</td>
<td>3,553</td>
<td>3,553</td>
<td>3,553</td>
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<tr>
<td>Subtotal</td>
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<td>18,689</td>
<td>18,780</td>
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<tr>
<td><strong>TOTAL - UTILITIES, REPAIRS, MAINTENANCE, ETC.</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>CELL PHONE EXPENSES</strong></td>
<td><strong>FIXED</strong></td>
<td><strong>Hours-Based</strong></td>
<td><strong>TOTAL</strong></td>
</tr>
<tr>
<td><strong>Membership Dues &amp; Subscriptions</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Entertainment</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Cell Phone Plan</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Drug/Alcohol Testing, Physicals/MVRs</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Drive Cam Monitoring</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Interest</strong></td>
<td>6,854</td>
<td>6,854</td>
<td>6,896</td>
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<td>Subtotal</td>
<td>15,237</td>
<td>15,237</td>
<td>23,001</td>
</tr>
<tr>
<td><strong>TOTAL - UTILITIES, REPAIRS, MAINTENANCE, ETC.</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>CASH FLOW ITEMS</strong></td>
<td><strong>FIXED</strong></td>
<td><strong>Hours-Based</strong></td>
<td><strong>TOTAL</strong></td>
</tr>
<tr>
<td>Corporate Overhead and Allocations</td>
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<td>61,575</td>
<td>50,146</td>
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<tr>
<td>Profit</td>
<td>50,773</td>
<td>50,773</td>
<td>50,782</td>
</tr>
<tr>
<td>Subtotal</td>
<td>-</td>
<td>112,348</td>
<td>112,348</td>
</tr>
</tbody>
</table>

**TOTAL COSTS** | 350,644 | 350,644 | 1,226,001 | 1,226,001 | 1,253,653 | 1,253,653 | 1,292,566 | 1,292,566 |
## Detailed Costs for: Combined

### Name of Proposing Firm: MV TRANSPORTATION, INC.

<table>
<thead>
<tr>
<th>Cost Items</th>
<th>Base Year 1 (January 1, 2019 to December 31, 2019)</th>
<th>Base Year 2 (January 1, 2020 to December 31, 2020)</th>
<th>Base Year 3 (January 1, 2020 to December 31, 2021)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FIXED</td>
<td>Hours-Based</td>
<td>TOTAL</td>
</tr>
<tr>
<td><strong>Labor, Salaries, and Wages</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. Management</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. General Manager</td>
<td>82,000</td>
<td>82,000</td>
<td>84,050</td>
</tr>
<tr>
<td>2. Operations Manager/Lead Dispatch</td>
<td>63,696</td>
<td>63,696</td>
<td>65,493</td>
</tr>
<tr>
<td>B. Other Proposed Management (Provide Staff Position Detail)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Dispatchers</td>
<td>83,366</td>
<td>83,366</td>
<td>97,297</td>
</tr>
<tr>
<td>D. Relief Dispatcher</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. Bus Operators</td>
<td>596,031</td>
<td>596,031</td>
<td>613,928</td>
</tr>
<tr>
<td>F. Bus Cleaner (Optional)</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>G. Other Labor (Provide Staff Position Detail)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>H. Bonus/Employee Incentive (Provide Detail)</td>
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<td>8,380</td>
</tr>
<tr>
<td>1. Safety Bonus/Safety Contest</td>
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<td></td>
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<tr>
<td>2.</td>
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<td></td>
<td></td>
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<tr>
<td><strong>Subtotal</strong></td>
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<td><strong>Employee Taxes and Fringe Benefits</strong></td>
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</tr>
<tr>
<td>A. Management</td>
<td></td>
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</tr>
<tr>
<td>1. General Manager</td>
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<td>11,109</td>
<td>11,498</td>
</tr>
<tr>
<td>2. Operations Manager/Lead Dispatch</td>
<td>9,775</td>
<td>9,775</td>
<td>10,079</td>
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<tr>
<td>B. Other Proposed Management (Provide Staff Position Detail)</td>
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<td></td>
</tr>
<tr>
<td>1.</td>
<td></td>
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<tr>
<td>2.</td>
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<tr>
<td>C. Dispatchers</td>
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</tr>
<tr>
<td>D. Relief Dispatcher</td>
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<td></td>
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</tr>
<tr>
<td>E. Bus Operators</td>
<td>163,323</td>
<td>163,323</td>
<td>171,131</td>
</tr>
<tr>
<td>F. Bus Cleaner (Optional)</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>G. Other Labor (Provide Staff Position Detail)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>H. Bonus/Employee Incentive (Provide Detail)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>2.</td>
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<tr>
<td><strong>Subtotal</strong></td>
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<td>163,323</td>
<td>203,879</td>
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<tr>
<td>A. Professional Services</td>
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</tr>
<tr>
<td>B. Other Services (Provide Detail)</td>
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<td></td>
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</tr>
<tr>
<td>1.</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
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<td><strong>Subtotal</strong></td>
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<td>A. Telephone and Internet</td>
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<tr>
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<td><strong>Subtotal</strong></td>
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<td>21,073</td>
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*CONFIDENTIAL*
<table>
<thead>
<tr>
<th>Cost Items</th>
<th>Base Year 1 (January 1, 2019 to December 31, 2019)</th>
<th>Base Year 2 (January 1, 2020 to December 31, 2020)</th>
<th>Base Year 3 (January 1, 2021 to December 31, 2021)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FIXED*</td>
<td>Hours-Based**</td>
<td>TOTAL</td>
</tr>
<tr>
<td>INSURANCE</td>
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<tr>
<td>A Worker's Compensation/Employee Liability</td>
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<td>89,318</td>
<td>178,636</td>
</tr>
<tr>
<td>B Comprehensive General Liability</td>
<td>19,754</td>
<td>19,754</td>
<td>39,508</td>
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<tr>
<td>C Automobile Liability (Revenue &amp; Non-Revenue Vehicles)</td>
<td>56,365</td>
<td>56,365</td>
<td>112,730</td>
</tr>
<tr>
<td>D Automobile Physical Damage (Revenue &amp; Non-Revenue Vehicles)</td>
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<td>12,055</td>
<td>24,110</td>
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<td>E Other Insurance Premiums (Provide Detail)</td>
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<td>939</td>
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<td>1 Performance Bond</td>
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<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2</td>
<td>-</td>
<td>-</td>
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</tr>
<tr>
<td>Subtotal</td>
<td>178,411</td>
<td>178,411</td>
<td>356,822</td>
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<tr>
<td>TAX &amp; LICENSING</td>
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<tr>
<td>A Corporate Taxes</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>B Licenses</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>C Permits</td>
<td>-</td>
<td>-</td>
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<tr>
<td>E Other Taxes, License &amp; Permits (Provide Detail)</td>
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<td>1,851</td>
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<tr>
<td>1 Personal Property Tax</td>
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<td>Subtotal</td>
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<td>MANUFACTURED &amp; RENTED EQUIPMENT (LEASES AND RENTALS)</td>
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<tr>
<td>A Non-Revenue Vehicle Cost</td>
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<td>5,749</td>
<td>11,498</td>
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<tr>
<td>B Other Equipment (Provide Detail)</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td>1 Drive Cam and Mobile Eye</td>
<td>8,181</td>
<td>8,181</td>
<td>16,362</td>
</tr>
<tr>
<td>2 Phone System</td>
<td>1,407</td>
<td>1,407</td>
<td>2,814</td>
</tr>
<tr>
<td>3 Pressure Washer</td>
<td>1,177</td>
<td>1,177</td>
<td>2,354</td>
</tr>
<tr>
<td>4 IT Equipment and Computers</td>
<td>3,553</td>
<td>3,553</td>
<td>7,106</td>
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<tr>
<td>Subtotal</td>
<td>20,088</td>
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<td>40,176</td>
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<td>EXPENSES AND BENEFITS</td>
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</tr>
<tr>
<td>A Membership Dues &amp; Subscriptions</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>B Allocations</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>C Employee Uniforms</td>
<td>1,650</td>
<td>1,650</td>
<td>3,300</td>
</tr>
<tr>
<td>D Employee Recruitment</td>
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<td>-</td>
</tr>
<tr>
<td>E Non-Revenue Vehicle Fuel</td>
<td>2,835</td>
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<td>F Non-Revenue Vehicle Maintenance</td>
<td>2,400</td>
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<td>4,800</td>
</tr>
<tr>
<td>G Field Communications</td>
<td>564</td>
<td>564</td>
<td>1,128</td>
</tr>
<tr>
<td>H Employee Maintenan</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>I Cell Phone Plan</td>
<td>1,209</td>
<td>1,209</td>
<td>2,418</td>
</tr>
<tr>
<td>J Other (Provide Detail)</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>1 Drug/Alcohol Testing, Physicals/MVRs</td>
<td>4,912</td>
<td>4,912</td>
<td>9,824</td>
</tr>
<tr>
<td>2 Driver Cam Monitors</td>
<td>4,270</td>
<td>4,270</td>
<td>8,540</td>
</tr>
<tr>
<td>3 Hotwash</td>
<td>7,919</td>
<td>7,919</td>
<td>15,838</td>
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<tr>
<td>Subtotal</td>
<td>26,110</td>
<td>26,110</td>
<td>52,220</td>
</tr>
<tr>
<td>FINANCIAL OVERHEAD</td>
<td></td>
<td></td>
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<tr>
<td>A Corporate Overhead and Allocations</td>
<td>76,724</td>
<td>76,724</td>
<td>153,448</td>
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<tr>
<td>B Profit</td>
<td>58,482</td>
<td>58,482</td>
<td>116,964</td>
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<td>Subtotal</td>
<td>135,206</td>
<td>135,206</td>
<td>270,014</td>
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<td>TOTAL COSTS</td>
<td>316,518</td>
<td>1,072,991</td>
<td>1,389,509</td>
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</tbody>
</table>

Submit two forms if your firm has selected Option 1A or 1B.
Form A-5 Option B-2
Forms
Form A-5 Option B=2 Forms

MV provides Form A-5 Option B=2 forms immediately following this page.
Name of Proposing Firm: MV TRANSPORTATION, INC.

START-UP COSTS FOR OPTION:

Enter CE, ST or Combined:

<table>
<thead>
<tr>
<th>Item</th>
<th>Proposed Start-Up Cost for Option Selected Above</th>
</tr>
</thead>
<tbody>
<tr>
<td>Utilities/Telephone</td>
<td></td>
</tr>
<tr>
<td>Office supplies</td>
<td></td>
</tr>
<tr>
<td>Operator uniforms</td>
<td></td>
</tr>
<tr>
<td>Relocation costs</td>
<td></td>
</tr>
<tr>
<td>Training costs</td>
<td></td>
</tr>
<tr>
<td>Wage/benefit costs</td>
<td>$0</td>
</tr>
<tr>
<td>Insurance</td>
<td></td>
</tr>
<tr>
<td>Inventory set-up costs</td>
<td></td>
</tr>
<tr>
<td>Leasehold improvements</td>
<td></td>
</tr>
<tr>
<td>Corporate support/profit</td>
<td></td>
</tr>
<tr>
<td>Other miscellaneous costs (describe)</td>
<td></td>
</tr>
<tr>
<td>1. Mobile Eye Install</td>
<td>$5,500</td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
<tr>
<td>Recruitment advertising</td>
<td></td>
</tr>
<tr>
<td>Recruitment bonuses</td>
<td></td>
</tr>
<tr>
<td>Outside trainer lodging/travel</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$5,500</strong></td>
</tr>
</tbody>
</table>
START-UP COSTS FOR OPTION:

THIS FORM SHOULD REFLECT ALL START-UP COSTS. IDENTIFY THE COST FOR EACH OF THE FOLLOWING COMPONENTS AND DESCRIBE ANY COST THAT IS INCLUDED IN THE 'MISCELLANEOUS EXPENSE SECTION UNDER 'START UP COSTS'"

<table>
<thead>
<tr>
<th>Item</th>
<th>Proposed Start-Up Cost for Option Selected Above</th>
</tr>
</thead>
<tbody>
<tr>
<td>Utilities/Telephone</td>
<td></td>
</tr>
<tr>
<td>Office supplies</td>
<td></td>
</tr>
<tr>
<td>Operator uniforms</td>
<td></td>
</tr>
<tr>
<td>Relocation costs</td>
<td></td>
</tr>
<tr>
<td>Training costs</td>
<td></td>
</tr>
<tr>
<td>Wage/benefit costs</td>
<td>$7,857</td>
</tr>
<tr>
<td>Insurance</td>
<td></td>
</tr>
<tr>
<td>Inventory set-up costs</td>
<td></td>
</tr>
<tr>
<td>Leasehold improvements</td>
<td></td>
</tr>
<tr>
<td>Corporate support/profit</td>
<td></td>
</tr>
<tr>
<td>Other miscellaneous costs (describe)</td>
<td></td>
</tr>
<tr>
<td>1. Mobile Eye Install</td>
<td>$7,000</td>
</tr>
<tr>
<td>2</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Recruitment advertising</td>
<td></td>
</tr>
<tr>
<td>Recruitment bonuses</td>
<td></td>
</tr>
<tr>
<td>Outside trainer lodging/travel</td>
<td></td>
</tr>
<tr>
<td>TOTAL *</td>
<td>$14,857</td>
</tr>
</tbody>
</table>
Form A-6 Option B-2
Forms
Form A-6 Option B=2 Forms

MV provides Form A-6 Option B=2 forms immediately following this page.
## FULL TIME LABOR WAGES

<table>
<thead>
<tr>
<th>A Management:</th>
<th>No. of FTE's</th>
<th>Lowest Wage</th>
<th>Highest Wage</th>
<th>Eligible for Medical Insurance Y/N</th>
<th>Eligible for Dental/Vision Y/N</th>
<th>Eligible for 401(k) Y/N</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 General Manager</td>
<td>1</td>
<td>$82,000</td>
<td>$82,000</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>2 Operations Manager/Lead Dispatch</td>
<td>1</td>
<td>$30.72</td>
<td>$40.72</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>B Other Proposed Management (Provide Staff Position Details)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C Dispatchers</td>
<td>2</td>
<td>$16.50</td>
<td>$25.28</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>D Relief Dispatcher</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E Bus Operators</td>
<td>13</td>
<td>$14.25</td>
<td>$23.17</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>F Bus Cleaner (Optional)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>G Other Labor (Provide Staff Position Details)</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total FTE's</strong></td>
<td><strong>17</strong></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

## PART TIME LABOR WAGES

<table>
<thead>
<tr>
<th>A Management:</th>
<th>No. of FTE's</th>
<th>Lowest Wage</th>
<th>Highest Wage</th>
<th>Eligible for Medical Insurance Y/N</th>
<th>Eligible for Dental/Vision Y/N</th>
<th>Eligible for 401(k) Y/N</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 General Manager</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Operations Manager/Lead Dispatch</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B Other Proposed Management (Provide Staff Position Details)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1</td>
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<tr>
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<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C Dispatchers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D Relief Dispatcher</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E Bus Operators</td>
<td>2</td>
<td>$14.74</td>
<td>$15.80</td>
<td>N</td>
<td>N</td>
<td>N</td>
</tr>
<tr>
<td>F Bus Cleaner (Optional)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>G Other Labor (Provide Staff Position Details)</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2</td>
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## LABOR WAGES FOR: Combined

**FULL TIME LABOR WAGES**

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<tr>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>General Manager</td>
</tr>
<tr>
<td>2</td>
<td>Operations Manager/Lead Dispatch</td>
</tr>
<tr>
<td>B</td>
<td>Other Proposed Management (Provide Staff Position Detail)</td>
</tr>
<tr>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Dispatchers</td>
</tr>
<tr>
<td>2</td>
<td>$16.50 $25.26</td>
</tr>
<tr>
<td>D</td>
<td>Relief Dispatcher</td>
</tr>
<tr>
<td>E</td>
<td>Bus Operators</td>
</tr>
<tr>
<td>15</td>
<td>$14.25 $23.27</td>
</tr>
<tr>
<td>F</td>
<td>Bus Cleaner (Optional)</td>
</tr>
<tr>
<td>G</td>
<td>Other Labor (Provide Staff Position Detail)</td>
</tr>
<tr>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
</tr>
<tr>
<td><strong>Total FTE's</strong></td>
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### PART TIME LABOR WAGES

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>General Manager</td>
</tr>
<tr>
<td>2</td>
<td>Operations Manager/Lead Dispatch</td>
</tr>
<tr>
<td>B</td>
<td>Other Proposed Management (Provide Staff Position Detail)</td>
</tr>
<tr>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Dispatchers</td>
</tr>
<tr>
<td>D</td>
<td>Relief Dispatcher</td>
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<tr>
<td>E</td>
<td>Bus Operators</td>
</tr>
<tr>
<td>3</td>
<td>$14.74 $15.80</td>
</tr>
<tr>
<td>F</td>
<td>Bus Cleaner (Optional)</td>
</tr>
<tr>
<td>G</td>
<td>Other Labor (Provide Staff Position Detail)</td>
</tr>
<tr>
<td>1</td>
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Form A-7 Option B-2
Forms
Form A-7 Option B=2 Forms

MV provides Form A-7 Option B=2 forms immediately following this page.
### Full Time Labor Benefits

<table>
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<tr>
<th>A</th>
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<th></th>
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<th></th>
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<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>General Manager</td>
<td>1</td>
<td>$4,524</td>
<td>$1,680</td>
<td>$4,524</td>
<td>$1,680</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$20 per dollar contributed, up to 6% of salary</td>
</tr>
<tr>
<td></td>
<td>Operations Manager/Lead Dispatch</td>
<td>1</td>
<td>$4,524</td>
<td>$1,680</td>
<td>$4,524</td>
<td>$1,680</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$20 per dollar contributed, up to 6% of salary</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B</th>
<th>Other Proposed Management (Provide Staff Position Detail)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>C</th>
<th>Dispatchers:</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>2</td>
<td>$4,524</td>
<td>$1,680</td>
<td>$4,524</td>
<td>$1,680</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$20 per dollar contributed, up to 6% of salary</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>D</th>
<th>Relief Dispatcher:</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>E</th>
<th>Bus Operators:</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>13</td>
<td>$5,876</td>
<td>$1,104</td>
<td>$5,100</td>
<td>$13,512</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$20 per dollar contributed, up to 6% of salary</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>F</th>
<th>Bus Cleaner (Optional)</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>G</th>
<th>Other Labor (Provide Staff Position Detail)</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2</td>
<td></td>
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<td></td>
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</tr>
</tbody>
</table>

**Total FTEs:** 17
## Part Time Labor Benefits

<table>
<thead>
<tr>
<th>Category</th>
<th>Number Part Time Employees</th>
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<th>Employee Paid Health Care Per Employee</th>
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**Name of Proposing Firm:** MV TRANSPORTATION, INC

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**Total FTE's:** 3
Forms B-1 to B-8
Form B-1 to B-8 One Set of Forms

MV provides one set of B-1 to B-8 forms immediately following this page.
Appendix B (Forms to be submitted with Proposal)

Form B-1: DBE Participation

This form must be completed for the Prime Contractor submitting the Bid, Proposal or Quotation and each subcontractor listed in the Bid, Proposal or Quotation who will be performing work under any subsequent contract.

A Disadvantaged Business Enterprise (DBE) is defined as follows:

A for-profit small business concern that is:

1. at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of corporation, in which 51-percent of the stock is owned by one or more such individual; and

2. whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

If your firm is a DBE, as defined above, please indicate below (check one box):

☐ Yes, my firm does qualify as a Disadvantaged Business Enterprise.

☒ No, my firm is not a Disadvantaged Business Enterprise.

If you answered "yes" above, please attach your DBE Certification to this page.

Dated: August 1, 2018

MV Transportation, Inc.
Name of Bidder

By: Amy Barry
Title: Assistant Corporate Secretary
Form B-2: Non-Collusive Affidavit

STATE OF California

COUNTY OF Solano

being first duly sworn, deposes and says:

That he is Assistant Corporate Secretary of the firm of MV Transportation, Inc.

MV Transportation, Inc.

(Firm Name)

the party making the foregoing Bid, that such Bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham Bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the SAN BENITO COUNTY LOCAL TRANSPORTATION AUTHORITY or any person interested in the proposed contract; and that all statements in said bid are true.

That neither any officer or employee of SAN BENITO COUNTY LOCAL TRANSPORTATION AUTHORITY is in any manner interested, directly or indirectly, in the bid to which this Non-Collusive Affidavit is attached, nor in the Contract which may be made pursuant to said Bid, nor in any expected profits which may arise therefrom.

Dated: August 1, 2018

MV Transportation, Inc.

Name of Bidder

By

Amy Barry

Title Assistant Corporate Secretary

Official Address:

2711 N. Haskell Ave., Suite 1500 LB-2

Dallas, TX 75204
Form B-3: Eligible Bidder Certificate

The bidder hereby certifies that he/she is not on the Comptroller General of the United States of America list of ineligible bidders.

Dated: August 1, 2018

__________________________________
MV Transportation, Inc.
NAME OF BIDDER

BY ________________________________
Amy Barry
TITLE Assistant Corporate Secretary

BY ________________________________

TITLE ________________________________
Form B-4: Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a third party contract), MV Transportation, Inc., certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and,

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third-party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A THIRD-PARTY CONTRACT), RFP No. 2018-01, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Amy Barry, Assistant Corporate Secretary
Signature & Title of Authorized Official

The undersigned chief legal counsel for the MV Transportation, Inc., hereby certifies that the Assistant Corporate Secretary has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

Ted Navitskas, General Counsel
Signature of Applicant’s Attorney

August 1, 2018
Date
Form B-5: Certification of Lower Tier Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion

The lower tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third-party contractor, or potential subcontractor under a third-party contract), MV Transportation, Inc., certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(The lower Tier participant (potential sub-grantee or sub-recipient under a FTA project, potential third-party contractor, or potential subcontractor under a third-party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.)


Amy Barry, Assistant Corporate Secretary
Signature and Title of Authorized Official

August 1, 2018
Date
Form B-6: Certification of Restriction on Lobbying

I, __________, Assistant Corporate Secretary __________, hereby certify on
(name and title of grantee official)

behalf of MV Transportation, Inc. __________ that
(name of grantee)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of
the undersigned, to any person for influencing or attempting to influence an officer or employee
of any agency, a member of Congress, and officer or employee of Congress, or an employee of
a member of Congress in connection with the awarding of any Federal contract, the making of
any Federal loan, the entering into of any cooperative agreement, and the extension,
continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or
cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid
to any person for influencing or attempting to influence an officer or employee of any agency, a
member of Congress, and officer or employee of Congress, and an employee of a grant, loan, or
cooperative agreement, the undersigned shall complete and submit Standard Form-LLL “Disclosure
Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in
the award documents for all subawards at all tiers (including subcontracts, subgrants, and
contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify
and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this
transaction was made or entered into. Submission of this certification is a prerequisite for making
or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who
fails to file the required certification shall be subject to a civil penalty of not less than $10,000
and not more than $100,000 for each such failure.

Executed this __________ day of August __________, 2018.

By __________________________
(signature of authorized official)

__________________________
Assistant Corporate Secretary
(title of authorized official)
Form B-7: Buy America Certificate

The CONTRACTOR agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. Requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date August 1, 2018

Signature ___________________________ Amy Barry ___________________________

Company Name MV Transportation, Inc.

Title Assistant Corporate Secretary

OR

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Date n/a

Signature ___________________________

Company Name ___________________________

Title ___________________________
Form B-8: Acknowledgement of Addenda

MV Transportation, Inc.

(Proposer or Proposed Subcontractor Business Name)

hereby acknowledges receipt of all Addenda through and including:

Addendum No. 1 , dated May 24, 2018 .


Addendum No. , dated .

Addendum No. , dated .

Addendum No. , dated .

Addendum No. , dated .

Addendum No. , dated .

Authorized Representative Name and Title: Amy Barry, Assistant Corporate Secretary

Authorized Representative Signature: 

Date August 1, 2018
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Tab 1 – RouteMatch, Letter of Recommendation
Tab 1 RouteMatch Letter of Recommendation

A letter of recommendation from RouteMatch follows this page.
July 23, 2018

Ms. Cristina Russell
Vice President, Business Development
2711 N. Haskell Ave, Suite 1500
Dallas, TX 75204

RE: San Benito LTA

Dear Ms. Russell,

Routematch is pleased to support and recommend MV Transportation to continue in the management of operation of San Benito County’s transportation services – whether in continuation of only County Express Service or adding the Specialized Transportation Service to its scope of work.

Routematch has had the pleasure of providing technology to the County since 2015 and MV’s team has become very knowledgeable in the optimal use of our software to benefit the County and its passengers. Should MV be awarded the Specialized Transportation Service and the County decide to use our software for scheduling this service, as well as the CE services, MV is the right contractor to help lead this implementation.

Routematch will fully support the MV Team in operating your services and will commit resources to this project as necessary to include members of our management team including myself, who are currently working with San Benito LTA and contractors.

In support of this recommendation, Routematch will partner with MV on its proposal to provide support/consultation time to the County should it select MV and bring the ST Services into the Routematch System. This can include providing training and assistance to San Benito LTA and MV’s team in the following targeted areas:

- Goals and objectives
- Performance measures
- Vehicle Maintenance of ITS Equipment
- Data Management & Reporting
- Data Management Reporting
- Administrative / Governance (Drivers, Vehicles, Services, Settings & Parameters)

Routematch strongly recommends MV Transportation as your operator in the next contract term. Our team has worked closely with MV in several other locations. We are confident that MV’s proposed local San Benito team, in partnership with our software support team, will continue to deliver excellence.

I will continue to serve as your point of contact in the event of award through transition of service and will continue to remain engaged serving San Benito County from Routematch. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Teague Kirkpatrick
Teague Kirkpatrick, Director of Sales
Routematch
Tab 2  DriveCam Brochure

MV provides a DriveCam brochure immediately following this tab.
Proven Results

Major fleet operators return to the DriveCam® Program year-after-year because they realize millions of dollars in savings and indirect benefits when they:

“\textit{The DriveCam Program provides us with more than just technology. They provide the service and support we need to improve and grow our business.}”

– Waste Management

\textbf{REDUCE COLLISIONS}

Fleet operators see collision cost reductions of up to 80% in Property & Auto Liability and Workers’ Compensation claims.

\textbf{REDUCE FRAUDULENT CLAIMS}

Exception-based video captures indisputable evidence when an event occurs, protecting drivers and fleets from fraudulent or other errant claims.

\textbf{REDUCE FUEL USE}

Typical reduction of up to 12% through the management of efficient driving, excessive idling and speeding.

Fleets also realize a variety of important indirect benefits from developing and maintaining a world-class safety culture.

With the DriveCam Program, you’ll:

• Protect your drivers from the devastating impact of being involved in a collision – and exonerate them when they are in a no-fault collision.

• Protect your brand by minimizing high-profile collisions that receive broad media coverage.

• Exemplify good corporate citizenship by contributing to a safer and more environmentally conscious community.

\textbf{The DriveCam Online Experience}

With 24/7 secure access, the DriveCam Online® platform provides the important information you need to monitor fleet risk, prioritizes what you need to maximize your safety program and provides the necessary tools for coaching your drivers to improve their driving behavior. The DriveCam Online platform is your key to driver risk management success.

\textbf{Role-based Home Pages}

Including an inbox and a variety of dashboards, you can drill into specifics about a driver or group.

\textbf{3-Step Coaching Process}

To help guide you through ...

1. Coaching Behaviors (video and non-video)
2. Selecting an Action Plan
3. Conducting the Coaching Session

\textbf{Driver Score Ranking}

Using our new Lytx Safety Score™ technology, you can now identify your safest drivers, as well as those with a higher probability of being involved in a collision.
How the DriveCam Program Works

The DriveCam Program – powered by the Lytx Engine™ – identifies, prioritizes and helps prevent the causes of poor driving before they lead to a collision. This “programmatic approach” helps clients transform their safety culture and ensures bottom-line results – preventing collisions, fraudulent claims and wasted operating expenses – while protecting their drivers and their brand.

1. **MONITOR DRIVING; PROVIDE REAL-TIME FEEDBACK**
   The DriveCam video event recorder captures driving behavior data and provides real-time driver feedback.

2. **UPLOAD VIDEO & DATA**
   Exception-based video and data are uploaded via a secure wireless connection to the DriveCam Review Center – and are immediately available to the client.

3. **ANALYZE, SCORE & PRIORITIZE**
   Proprietary predictive data analytics, combined with expert video review, highlight the causes of poor driving and prioritize actions needed to reduce fleet risk and operating costs.

4. **ACCESS DRIVER MANAGEMENT PORTAL**
   Configurable alerts direct clients to online tools, including dashboards for company-wide visibility and accountability, and analysis of risky driving behaviors.

5. **COACH DRIVER**
   Flexible coaching and training methods are applied based on operational capabilities and organizational profiles.

6. **SAFER DRIVER RETURNS TO THE ROAD**
   Continuous monitoring verifies that lessons have been applied, resulting in safer drivers and fewer collisions.

Ensuring your program is on track, DriveCam program reviews provide benchmarking and best practices specific to your operations and industry. In addition, proprietary video and data analysis provide a complete profile of drivers and driving, allowing for objective comparisons of driver to driver, site to site, region to region and company to industry.

Why Companies Choose the DriveCam Program

During the decision making process, there are many considerations when evaluating driver risk management, fuel management and fleet tracking services. Read why companies are choosing the DriveCam solution to protect their drivers, their vehicles and their community.

“*The DriveCam Program is the first system I have seen that is proactive, instead of reactive. In the first six months we saw a 50% reduction in minor vehicle accidents, a 50% reduction in workers’ compensation claims and a 70% decrease in risky driving behavior.*” – US Foods

“*Through our use of the DriveCam Program, we are able to reduce litigation and exonerate drivers. We have saved hundreds of thousands in litigation costs on frivolous claims since implementing the program.*” – Cargo Transporters

“*Greyhound’s number one focus has always been the safe transportation of millions of passengers every year across North America, and incorporating the DriveCam Program is one more way we are able to reinforce this focus.*” – Greyhound

Value-Added Solutions

**Fuel Management**

The innovative behavior-based DriveCam Fuel Management Solution can help improve fleet performance. Integrated into the DriveCam Online platform, our solution combines real-time in-cab feedback with online reporting and coaching to improve fuel efficiency – by up to 12% – and lower emissions.

**Fleet Tracking**

Get a real-time view of your fleet operations – helping to ensure compliance and improve productivity – with immediate access to real-time status, trip history and a full suite of reports. Seamlessly integrated into the DriveCam Online platform, there’s no need for additional in-cab equipment, extra peripherals or extra software.
Lytx Engine

Our Lytx Engine™ is powered by human intelligence combined with state-of-the-art predictive analytics and statistical machine learning technologies. In the field, our devices are equipped with real-time automated decision algorithms that determine when data should be captured and stored. In our data centers, automated decision algorithms prioritize, store and route selected data to our human-powered internal processes.

We capture data from multiple sensors embedded in the work environment. In vehicles, our device captures signals from accelerometers, GPS systems, engine control units, video, microphones and advanced safety systems. To make sense of these signals, we have developed and deployed real-time decision algorithms that continuously monitor the sensor stream to determine the likelihood of risky driving behaviors.

The Lytx Engine applies advanced predictive models to prioritize, select and route data to review centers where teams of expert reviewers identify and verify behaviors from video events, adding structured labels to the data. These labels provide the basis for our scoring algorithms and for the continuous improvement of the predictive models that power our real-time decision algorithms in our sensors and servers. Our scoring algorithms and statistical models enable us to create driver safety and coaching effectiveness models that are examples of the tools we use that predict the likelihood of future collisions. These important predictors help safety managers and coaches understand and prioritize their areas of focus. Our constantly growing database enables us to refine and improve our ability to predict risky behaviors so that we can deliver even more value to our clients.

Our data analytics teams include scientists and analysts who apply statistical analysis, feature engineering and data-driven machine learning to develop decision algorithms and predictive models that support our human-powered processes. Over the years, we have learned how to maximize the effectiveness of these processes to help our customers drive positive change throughout their organizations.

Lytx stands for the entire process of Sense, Predict, Prevent (SPP™). Using our technology, we analyze the data we gather, distill it into actionable insights and leverage it in ways that empower our clients to be safer, better companies.
Tab 3 – Mobileye Brochure
Tab 3 Mobileye Brochure

MV attaches a Mobileye brochure immediately following this tab.
Collision Avoidance System
Protecting Your Fleet and Your Bottom Line
Reduce Accidents, Save Money and Keep Your Drivers Safe

The Mobileye® Collision Avoidance System is the latest technological advancement for preventing vehicle crashes — and the only system in the industry to incorporate truly comprehensive real-time warnings and alerts. Utilizing an intelligent vision sensor that works like a bionic eye, the system identifies a diverse and extensive variety of potential threats on the road, such as vehicles, cyclists, pedestrians and more. The distance and relative speeds of these objects are continuously measured to calculate the risk of your driver colliding with them. Even lane markings and traffic signs are detected. When danger is imminent, visual and audible alerts warn the driver to make necessary corrections in sufficient time to avoid potential collisions or mitigate their severity.

Fleet managers have installed our trusted collision avoidance system in some of the world’s best-run fleets including cars, trucks, service vehicles and taxis, in both rural and urban environments. Many global organizations have experienced significant reductions in incidents, collisions and associated costs. Your fleet can accomplish the same.

Telematics Integration: The system generates data that can be exported to 3rd party telematics and fleet management systems, enabling enhanced visibility of your fleet as well as greater insight into driver behavior. All alerts are available via the Mobileye CAN channel for telematics and 3rd party integrators.
Minimize Risk, Increase Safety and Improve Your Bottom Line

Fleet operations of all sizes experience tangible and measurable advantages as a result of deploying this advanced technology, including:

- Immediate reduction in collisions and close calls
- Improvements in driver behavior that continue long term
- Reduced insurance premiums and fines for non-compliance
- Lower fuel and maintenance costs
- Improved CSA scores

*and the system typically pays for itself in only 12 months or less* — with no driver training necessary.

Collision Avoidance Technology Addresses the Main Causes of Accidents

According to the National Highway Transportation and Safety Administration (NHTSA), Department of Transportation (DOT) and the Virginia Tech Transportation Institute:

- 93% of all accidents are due to human error, with driver inattention being the primary cause
- Nearly 74% of all accidents involve driver distraction three seconds prior to an incident
- 40% of rear-end collisions have no brake application whatsoever
- 60% of road accident fatalities are due to unintentional lane departure

Governance and Regulating Agencies Agree

- **The Federal Motor Carrier Safety Administration (FMCSA)**
  Advocates the voluntary adoption of collision avoidance systems to improve fleet safety

- **The National Transportation and Safety Board (NTSB)**
  Includes collision avoidance systems on Most Wanted/Top Ten Advocacy List

- **The National Highway Traffic Safety Administration (NHTSA)**
  Tracks collision avoidance systems as part of their 5-star safety ratings program

*According to FMCSA studies*
TECHNOLOGY FOR A SAFER WORLD

Mobileye® is the technological leader in the area of advanced image sensing and processing technology for automotive applications. With over a decade invested in extensive R&D, Mobileye has gained an unprecedented understanding of the diverse challenges that face drivers on the road and how to keep them safe. This unequalled expertise has made Mobileye the recognized global pioneer in collision avoidance systems. As evidence, Mobileye is the OEM (Original Equipment Manufacturer) supplier of such systems to many of the world’s leading automobile manufacturers.

SOME OF THE BRANDS USING MOBILEYE SYSTEMS
System Warnings and Features

**Forward Collision Warning**
Alerts the driver to an imminent rear-end collision with a car, truck or motorcycle moving at any speed.

**Headway Monitoring/Following Time**
Alerts the driver when following time becomes critically short.

**Lane Departure Warning**
Alerts the driver if vehicle leaves the lane without use of the turn signals.

**Pedestrian and Bicycle Collision Warning**
Alerts the driver of an imminent collision with a pedestrian or bicyclist.

**Intelligent High-Beam Control**
Automatically turns the high-beams on/off depending upon the level of light and relative distance from other traffic.

**Speed Limit Indicator**
Notifies the driver if the vehicle exceeds the posted speed limit.

**Bluetooth® connectivity standard**

Optional Enhancement Features
The following optional features can be incorporated to further reduce accidents:
- Automatically muting the car radio
- Instantly deactivating factory cruise control
- Adding any function for a 3rd party device that has a discrete input
- Integrating with older vehicles
- Incorporating haptic warnings that provide tactile alerts; for example, a driver’s seat or steering wheel can be outfitted with a vibrator that can be set to various strengths, frequencies and patterns.
Tab 4 – Satisfied Client Letters
Tab 4  Satisfied Client Letters

The company includes copies of satisfied client letters for the County’s review following this page.
February 20, 2018

MV Transportation Inc.
Attn: Doug Gies
2711 N. Haskell Ave
Suite 1500, LB-2
Dallas, TX 75204

RE: MV Service Update

Mr. Gies,

I am writing this letter to share with you my satisfaction with MV’s performance relative to our paratransit service. MV has been able to maintain a good on-time performance, high professionalism, and exceptional customer service despite the many challenges of our customers, aging fleet and travel throughout the city including numerous construction projects presented to the drivers and dispatchers.

Ms. Snowberger’s desire to continually improve her staff, services and increase safety is greatly appreciated by Pueblo Transit. We have jointly teamed up to convey safety messages to both drivers of paratransit and our fixed route system. Sarah is very creative in her messaging and has a passion for operations and safety improvements. I am looking forward to the installation of MV1 and making the next years of service even more extraordinary. I challenge MV to continue to keep the team focused, well trained on the basic principles of paratransit service and strive to reach even higher levels of performance.

I am saddened by the departure of Ms. Snowberger and I look forward to working with you on the filing of her position. It is critical to Pueblo Transit that the person selected to fill the GM role have working knowledge of our contract and of the regulations related to paratransit.

I am extremely pleased to have MV Transportation as part of our professional team and I look forward to our continued cooperation and teamwork in the future.

Sincerely,

Pepper Whittle
Acting Transit Director
Pueblo Transit
February 16, 2018

Doug Gies  
MV Transportation

Dear Mr. Gies:

It is with great pleasure that I write this letter of commendation for Thomas Hakenewerth, MV Transportation General Manager in Show Low, Arizona.

In my capacity as Grants & Transit Manager for the City of Show Low, I work very closely with Mr. Hakenewerth to facilitate the transit responsibilities of the Four Seasons Connection and White Mountain Connection bus service for the greater White Mountain region. Mr. Hakenewerth and I have developed a strong, collaborative partnership that enables our public transit system to deliver high quality service to the citizens of our community. Through his leadership and effective management, buses run on time, vehicles are well maintained, and drivers receive thorough training that results in consistent customer satisfaction among our ridership.

I truly enjoy working with Mr. Hakenewerth. I often rely upon his expertise and historical perspective in tackling many transit challenges unique to rural Arizona. He has been a valued member of the Transit Advisory Committee which works diligently to develop a strategic plan that proactively addresses the transit needs of a growing community while broadening regional connectivity that includes working with local tribal communities. It is a testament to his strong leadership skills and effective management that he is able to recruit and retain qualified bus drivers who work long hours for minimum wage.

At the 2017 AzTA conference, Show Low received the Excellence Award for Outstanding Rural/Small Urban Transit System. Mr. Hakenewerth’s contribution to this prestigious recognition cannot be overstated. Show Low remains one of the most cost-effective transit systems in the State with excellent on-time performance and a superior safety record.

I look forward to working with Mr. Hakenewerth and MV Transportation as the city continues to pursue greater avenues of connectivity in northeastern Arizona.

Sincerely,

Lisa Robertson  
Grants & Transit Manager
March 15, 2017

Mark Elias, Senior Vice President
MV Transportation, Inc.
5910 N. Central Expressway, Suite 1145
Dallas, TX 75206

RE: Division 51 Performance – 2016

Dear Mr. Elias,

I am writing to express appreciation for the performance and partnership we have with MV Transportation. As the contract operator for the Jump Around Carson (JAC) Transit System, MV Transportation’s Division 51 staff in Carson City, and, in particular, Ms. Lisa Leuschner, General Manager, and Mr. Farrell Bonnar, Operations Manager, continue to meet and exceed the needs of the system.

Since I began working in Carson City in 2006, MV Transportation has been an excellent company to work with, and has helped JAC grow ridership and expand service while successfully overcoming several challenges. During 2016 in particular, MV Transportation local and regional staff once again professionally provided fixed route and paratransit services, assisted in emergency relief situations, and successfully supported our compliance with an FTA Drug & Alcohol Compliance Audit. These are some of the key tasks accomplished by staff while continually providing dependable regular and ongoing transit service and despite obstacles resulting from construction delays and route issues. With the continued hard work and dedication of MV Transportation, JAC was able to achieve nearly 210,000 passenger trips during 2016.

Finally, with the execution of a new multi-year contract in 2016, we look forward to continued success with you and the rest of MV Transportation regional and corporate team during the coming year in providing safe, quality service to the citizens of Carson City.

Sincerely,

Patrick A. Pittenger, AICP, PTP
Transportation Manager
January 30, 2017

Brenda Fernandez  
Vice President of Operations /General Manager Division 217  
MV Transportation, Inc.  
2711 N Haskell Ave.  
Suite 1500, LB-2  
Dallas, TX 75204

Dear MS Fernandez:

I am pleased to express our appreciation for the paratransit service MV Transportation has provided for Capital Metro (MetroAccess) in Austin, Texas since contract startup on August 19, 2012. Our relationship with MV began with our first ever procurement of the South base paratransit service when MV Transportation was selected and awarded the contract on March 26, 2012. As you are aware, the positive performance concluded in the three option years of the six (6) year contract being exercised.

The MV Team has consistently demonstrated a commitment to providing Safe and reliable service. Although there have been many challenges with recruiting vehicle Operators in the transportation industry overall, MV has adopted creative methods in hiring and retention that have gone a long way in satisfying the increased demand we have experienced in the Austin area. MV Transportation’s management team has consistently shown an interest in a safe and reliable service to our Customers. It is also evident that your team is continuously striving to improve the service with an emphasis on Safety and Customer Satisfaction.

In closing, our team appreciates the positive relationship we have with MV Transportation Division #217. Your cooperation and responsiveness to our requests and your dedication are appreciated.

Sincerely,

Rafael Villarreal Jr.  
Director, BPS Contract Oversight  
Bus and Paratransit Services  
Capital Metropolitan Transportation Authority  
2910 East Fifth Street | Austin, Texas 78702  
Office: (512) 389-7484 | Cell: 512.202.8209

Chad Ballentine  
Director of Paratransit, Operations Technology  
Bus and Paratransit Services  
Capital Metropolitan Transportation Authority  
2910 East Fifth Street | Austin, Texas 78702  
Office: (512) 609-1559 Cell: (512) 673-2105
2016 was another successful year for Greenville Transit System (GTS). GTS was in its second year of a new contract with MV Transportation, Inc for the day-to-day operations of GTS after following the “Request for Proposal” process. GTS remained a city service with only limited, non-subsidized service in the county on a zone basis. The higher cost of county transportation was cost prohibited to many, limiting the demand, while still offering an alternative to those who could pay the full price.

Ridership in 2016 was up 1.25% with 50,055 rides. While the majority of our riders continue to be elderly or disabled, millennials are using GTS instead of personal vehicles, changing our demographics. Demand for transit is heavy especially the first of the month when both social security and public assistance checks are deposited. Wheelchair/scooter passengers make up a large portion of these riders. Without GTS, these riders would have little or no alternatives to meet their transportation needs.

Kathy Cool has been the General Manager for MV, Greenville division since 2010. She plans to retire in 2017. Under Kathy’s leadership, we completed the 2016 year with zero accidents and very low turnover for employees. Several drivers plan to retire in 2017 also. MV is working to get the starting wages up to attract new employees. MV Productivity can be measured by an average of 3.61 passengers per revenue hour. The goal from ODOT is 3.0. The contract with MV has proven to be beneficial to both the city and MV.

GTS again offered the fair shuttle, providing 1,262 rides. This was down from last year due to several days of bad weather. The community has come to count on the GTS fair shuttle and it helps with traffic and congestion. We also assisted Greenville Park District with Shawnee Prairie Days with 5,305 one way trips, up over 1,000 from the previous year.

We received 2 new LTV vehicles in 2016, funded 100% by grant funds. We donated an older mini-van to the city for administration and an older LTN to the American Legion Honor Guard to be used for military funerals here in Darke County. Our inventory remained at 11 vehicles.

GTS has continued to operate without increasing the city share of $50,000 for the past 4 years. This money is returned to the community ten-fold. Not only does GTS bring grant money back to our community, and employ drivers and dispatchers, but our riders spend their money locally at shops, medical facilities, and restaurants. Along with those we take to work, GTS improves the economy here in Greenville. Transit’s end of the year financial reports will be submitted as soon as financial figures are made available.

I’d like to thank City Council and the Administration for their continued support of Greenville Transit System for the past 32 years. To those who depend on GTS for themselves or their loved ones, it is a vital service that assures the quality of life here in Greenville.

Respectfully,

Pamela K. Garland
Public Transportation Director
December 30, 2016

Mr. Doug Gies
Senior VP, Central Region
MV Transportation
5910 N Central Expressway, #1145
Dallas, TX 75206

Dear Mr. Gies,

With 2016 closing and a new year upon us, I wanted to take a moment to recognize MV Transportation’s continued performance. DART is satisfied by the level of performance MV continues to display as indicated by the key performance indicators.

We are quite proud of the success and extremely impressed by the efforts your team put forth in operating the emergency service contract for Collin County in 2016. This emergency service was implemented by DART in what was really the “eleventh hour” and your team worked side-by-side with us to ensure a flawless delivery. This service allowed DART to showcase its ability to provide transportation and establish a footprint in a neighboring county. It would not have been possible without the local team’s commitment to ensure the service was delivered in line with DART’s 5-Star Customer Service initiative.

Perhaps the most exciting discussion DART has had with MV as a partner is the inclusion of additional providers, like LYFT, into our program. This is undoubtedly a way for our agency to recognize further savings as we continue to define our program with innovative solutions. DART cannot wait to see this aspect of service delivery come to fruition.

In my last letter to you, I mentioned the local team led by General Manager, Keith Anglin. Their commitment to our partnership is stronger than ever. MV continues to support DART’s 5-Star Customer Service initiative, SafePlace program, human trafficking awareness and prevention, and community outreach. We truly appreciate all of their efforts and the efforts of your corporate support staff.

Sincerely,

John Adler
Vice President, Procurement
December 27, 2016

Mr. Ed Overn  
Regional Vice President  
MV Transportation, Inc.

Dear Ed:

Tulsa Transit and MV Transportation have been partnering together for seven years to provide outstanding paratransit and fixed-route flexible services to the Tulsa community. General Manager Scott Marr and his team have worked tirelessly this year to improve and maintain quality service.

In the past year:

- Safety has shown outstanding improvement. In 2016 there were only 19 accidents compared to 31 in the previous year, or a 39% improvement.
- On-time performance averaged 96.83%, a 2% increase over Tulsa Transit’s goal of 95% and 2% over on-time performance in 2015.
- Superior customer service has been the focus both for Scott and his staff members. Complaints dropped 9% and are overall far below what we saw before Scott returned to Tulsa.
- Staffing levels have been consistently maintained so runs are not left open making customers very late to appointments.

What I appreciate most about Scott is his ability to show genuine appreciation to his employees for outstanding service while strictly holding them accountable for inferior performance. He maintains high standards for his own performance and expects the same from his employees.

Finally, I want to thank you for your continuing commitment to Tulsa. I know that I can pick up the phone and call you at any time to address even small matters. That means more to me than you know.

Sincerely,
Debbie Ruggles  
Interim General Manager
December 22, 2016

Mr. Nader Raydan
General Manager
MV Transportation, Inc.
Division 45
16738 Stagg Street
Van Nuys, CA 91406

Re: Service in 2016

Dear Mr. Raydan:

I am writing this letter to thank you for another great year of service from MV Transportation in Access’ Northern Region. MV has consistently met performance standards and your team is always ready to assist and collaborate on solving problems and improving service for our riders.

In 2017, we look forward to you implementing the many rider-benefitting technological improvements including automated callouts, vehicle arrival notifications, and online/mobile trip reservations and cancellations. We are also eagerly anticipating your call center collaboration with Global Paratransit. Finally, I would like to acknowledge your location’s commitment to safety. This is apparent in your low preventable collision and claim rates, as well as your staff’s ongoing participation in Access’ Safety Steering Committee and various safety initiatives.

Thank you and I look forward to our continuing partnership.

Sincerely,

[Signature]

Mike Greenwood
Deputy Executive Director, Operations & Safety
December 20, 2016

Mark Elias, Senior Vice President
MV Transportation, Inc.
5910 North Central Expressway, Ste. 1145
Dallas, TX 75206

Dear Mr. Elias:

MV Transportation continues to provide dependable service to Union City Transit and Union City Paratransit riders. During this past year, MV’s management team has continued to manage both transit services while keeping customer complaints to a minimum.

Our periodic 3rd party maintenance inspections and annual CHP inspections have continued to show that MV’s vehicle maintenance program is functional and keeps our City owned vehicles in good operating condition. MV’s team continues to work with the City on new programs including the discounted student pass program and the upcoming Clipper Card integration.

Although the strong economy has made it a challenge to recruit driver, MV has continued to hire, train and supervise its driver staff to successfully complete all fixed-route runs and paratransit trips. I would like to thank MV again for being a cooperative transportation partner in Union City.

Sincerely,

Mintze Cheng
Public Works Director

cc: Wilson Lee, Transit Manager
December 13, 2016

MV Transportation, Inc.
5910 N. Central Expressway, Suite 1145
Dallas, TX 75206

Attention: Judie Smith, Area Vice-President

The City Council of the City of Palm Springs unanimously voted on December 7, 2016 to extend the contract with MV Transportation, Inc. for operation of the BUZZ trolley for the third year of service. Their unanimous approval is a direct testament to the outstanding level of service and responsiveness that your company has provided to make the day to day operation seamless and the trolley program successful.

Our partnership with MV started in June 2014 when the contract was initially awarded and the creation of the BUZZ identity, the route, the vehicles, and the service was under design. We were very fortunate to have your input and feedback during the early phase of the program development, especially considering that we had very limited experience in public transit. In short order, MV was able to procure vehicles, establish a local office, train and hire drivers and assist in the selection of safe stop locations along the route. With your help, we launched the service on December 19, 2014 and have served approximately 460,000 passengers to date along a 10 mile loop around the City’s main corridor. The local General Manager, Robert Mendoza, is a true professional and has been incredibly responsive and accommodating of the City’s needs and requests. He has been instrumental in helping make improvements to all aspects of the free trolley service. Robert has consistently shown a teamwork approach with a deep understanding of our priorities of passenger safety, reliability, and the goal of making the trolley experience stand out from standard public transit. Drivers are given the role of “ambassadors” of the City and they are well regarded by tourists and residents.

Having been involved in this project since its inception, I am truly grateful for our partnership and commend you for the great work that you have delivered. I would heartily recommend MV Transportation to any City or Agency in need of unique transit services.

Sincerely,

Diana R. Shay, Redevelopment Coordinator
December 1, 2016

Mr. Kevin Klika
President & Chief Operating Officer
MV Transportation, Inc.
5910 North Central Expressway
Suite 1145
Dallas, TX 75206

Dear Kevin;

As I complete yet another year at the helm of the Cape Cod Regional Transit Authority, I would be remiss if I did not share with you my complete satisfaction regarding the performance of MV. From the very beginning of our partnership, in particular, under the leadership of John Kennedy, I remain very proud of the extraordinary service we continue to provide. We often give clear direction as to how we would like to address an issue or undertake a new initiative, John consistently responds in a swift and appropriate manner.

In addition to John, Ed Overn, Fred Valdivia (AGM) and all other members of the MV leadership team are consistently helpful and professional. My Advisory Board and citizens from around our region continue to show strong support for our collective efforts. I receive regular complimentary e-mails relative to how our customers are treated and I attribute these accolades to the very serious training that is regularly performed as well as the noticeable emphasis on safety your company displays.

I believe that it is important for you to know how much we appreciate working with all of you and I wish you continued success in 2017.

Sincerely,

Thomas S. Cahir
Administrator
August 25, 2016

Russell Tieskoetter  
Regional Vice President  
MV Transportation  
5910 N. Central Expressway  
Dallas, TX 75206

It gives me great pleasure to write this letter of recommendation in recognition of MV Transportation. SORTA is pleased with the partnership we have with MV Transportation in meeting the transit needs in our community.

We continue to be appreciative of the services provided by the MV District Manager, Mike Roth. Mike is committed to great customer service and improving route efficiency, while increasing OTP and productivity. Mike continues to be very responsive to our requests and is flexible in meeting the ever-changing needs of our customers and organization.

Mike Roth and the local team are well-trained and professional. The team cares about client satisfaction and courtesy and dedication. Our success is undoubtedly the result of safe and reliable transportation services that MV provides to the customers of Cincinnati.

Under the leadership of Mike, the local team (Scott Brewer- Operations Manager; Zachary Huffman-Safety Manager and Tom Hodge- Maintenance manager) the team works well together to reduce safety incidents, miles between road calls and to increase on time performance and productivity. In 2015, Access’ OTP exceeded 94% and productivity was 2.385 with only 19 confirmed complaints. Other key performance indicators were met or exceeded.

With corporate support from Rick Crawford (safety) and Jason Curry (maintenance) audits ranked above 95% in both areas.

Over the past 3 years we have managed a significant increase in ridership due to local agencies discontinuing transportation provision for their consumers. As our ridership increased, we had a shortage of buses and were concerned that service might be negatively impacted. In the true sense of partnership, the local MV team and SORTA came together to ensure that enough vehicles were available for daily pull out. The MV team was steadfast to guarantee that customer services were not impacted. This is truly the spirit and dedication of the local team, MV Corporate and SORTA.

Finally I would like to thank you, Russ and the corporate staff for your on-going support and commitment to SORTA. I am confident that our partnership will continue to prosper well in to the future.

Sincerely,

Lisa Aulick  
Director, ADA & Accessible Services
June 29, 2016

Kevin A. Klika, Chief Operating Officer  
MV Transportation, Inc.  
5910 N. Central Expressway, Suite 1145  
Dallas, TX 75206

Dear Kevin,

As we begin our 15th year of working together, I wanted to take a moment to express my sincere appreciation to you, your staff, and the entire MV organization for the outstanding service we receive on a daily basis.

I am extremely impressed with the professionalism of the local MV Management team here in Roseville. Rich Frost (GM), Cynthia Lopez (OM), and Rosemary Lane (AM) and their staff continue to meet or exceed our expectations regarding all aspects of the operation. We feel very fortunate to have such an experienced and devoted group of Managers at the Roseville site.

As you know, MV Transportation oversees both the Transit side of our operation, as well as the Placer County Call Center. The local team is quick to respond to various challenges, in addition to taking the proper steps necessary to mitigate possible future concerns. During our recent Triennial Review by the FTA, your crew did a wonderful job at providing information related to MV’s EEO plan, drug and alcohol program, operator training materials, as well as a variety of other vital documents. They are also proactive to keep my staff apprised of any day-to-day issues, while working with other local transit agencies to assist with increasing productivity and efficiencies within the region.

Whenever I visit the division, I can tell that the morale is high and that the front line employees are motivated to get the job done in the most professional manner possible. I also appreciate the team’s commitment to our community; from their participation in our semi-annual parades, to Stuff-a-Bus programs, to serving at local food banks by packing grocery boxes. This is a strong indication that MV Transportation is committed to our success as a municipality and thriving community.

The City of Roseville and Alternative Transportation Office truly enjoy our partnership with MV Transportation and we appreciate all the hard work your local team puts forth toward making our transit system the best in the West.

Sincerely,

Mike Wixon  
Alternative Transportation Manager  
Public Works – Alternative Transportation  
City of Roseville
May 17, 2016

Mr. Clarence M. Stewman, Regional Vice President
MV Transportation Inc.
3283 Lopes Court
Hayward, CA 94541

Subject: Letter of Commendation

Dear Mr. Stewman,

The City of Visalia Transit Division would like to acknowledge the successful accomplishments achieved through the partnership with MV during the last year. As we have discussed, the various Visalia Transit services provided by MV for Visalia are somewhat unique, demanding at times, and certainly challenging when compared to services provided by similar sized cities. We have appreciated the work performed by your staff to address our needs, specifically this last year.

Mr. Dave Nave, MV General Manager, has addressed many issues in a relatively short time. He has demonstrated commitment, dedication, and vision in working closely with Visalia staff. Some of the recent accomplishments include, but are not limited to:

- Revamping the cash handling process in conjunction with City security requirements.
- Working with equipment suppliers to improve delivery of needed parts on behalf of the City.
- Making necessary staffing changes and adjustments to proactively address specific issues.
- Assisting the City in implementing a new bus service/route, the V-LINE, that travels outside Tulare County.
- Planning and preparing the operation of the tenth season of the Sequoia Shuttle seasonal service, requiring over 30 additional staff.
- Maintaining and improving consistent service & staffing levels for all six individual services operated by Visalia.

Mr. Terry Wade, MV Maintenance Manager, has also performed many noteworthy accomplishments this last year. He too has shown a dedication and commitment to meeting the City's needs under somewhat challenging circumstances. Due to some issues beyond their control, MV had a significant number of diesel and CNG engine failures within the last year. Mr. Wade appeared to work miracles to
get vendors to perform more timely and restore several vehicles back to service faster than had been possible before. The fixed route vehicles have been showing better performance fleet wide. The number of comments and complaints regarding vehicle cleanliness and breakdowns has also declined. In addition, Mr. Wade has been very involved in several vehicle acquisitions this past year, which has provided tremendous support to City staff in these efforts.

The team that you have assigned to Visalia at the moment is by far the most efficient and productive team I have had the pleasure to work with in the 20 years I have been in this position. They are responsive and do whatever it takes to get the job done. They do not hesitate to do whatever new and sometimes challenging request we have for them.

The support you provide to the local team is evident, and I encourage you to continue to do what you can to keep it progressing in this manner. Thank you again for all you do on behalf of the City of Visalia. If you have any questions regarding this commendation, please give me a call at (559) 713-4591.

Sincerely,

Monty Cox
Transit Manager
March 22, 2016

To Whom It May Concern:

SORTA has contracted with MV Transportation to provide transportation services since 2002.

MV Transportation continues to be very responsive to our requests and is flexible in meeting the ever-changing needs of our customers and organization. In 2015, Access’s on-time performance exceeded 94% and efficiency was more than 2.3 passengers per revenue hour. Other key performance indicators were either met or exceeded.

Over the past two years we have managed a significant increase in ridership as a result of several area providers discontinuing or reducing transportation funding for their consumers. The local MV team and SORTA came together to ensure that there would be no impact on the quality of service provided. The MV team was steadfast in guaranteeing that customer service was not impacted.

SORTA is pleased with the partnership between SORTA and MV Transportation.

Sincerely,

Darryl Haley
Executive Vice President

Darryl Haley
Executive Vice President

602 Main St., Suite 1100
Cincinnati, OH 45202-2549
(513) 632-7690
(513) 621-7573 (fax)
dhaley@go-metro.com
Stephen Allen  
MV Transportation, Inc.  
Division 137  
16721 Hale Avenue  
Irvine, CA  92606

Dear Steve:

We want to thank you and your team for the outstanding service you have provided operating the City of Irvine iShuttle system for the past 8 years. Throughout this time, the iShuttle has provided service to a growing number of riders, offering commuters a safe and convenient way to get to work, school, or shopping using public transit.

In addition to the excellent daily service, your team has gone beyond expectations by providing rides to lost passengers, hand delivering misplaced items, ever working to offer improvements, and providing support at City events. Your team's dedication to customer service is truly exceptional.

As the operation of the service transitions to Orange County Transportation Authority, the City is handing over a very successful program. This is a testament to the distinguished work of your drivers, maintenance crew, administrators and management. We are thankful for your hard work and partnership.

I wish you and the Division 137 team the best in the future and would happily recommend your service to any who might inquire.

Sincerely,

Mike Davis  
Transit Program Administrator  
City of Irvine  
Tel: 949.724.6288  
E-mail: mtdavis@cityofirvine.org
Mr. Edward Griffin  
General Manager  
MV Transportation  
3713 SW 42nd Ave., Suite 3  
Gainesville, FL 32608

March 17, 2016

RE: Letter of Recommendation

Dear Mr. Griffin:

I’d like to take this opportunity to commend MV transportation for all they do for the Gainesville community. In 2003, MV Transportation was awarded the contract to be the Alachua County Community Transportation Coordinator (CTC) and to provide paratransit service in the City of Gainesville. MV inherited a very dysfunctional system and Gainesville was in crisis mode. MV Transportation was equal to the task and came in with the people, vehicles and the resources needed to work through the problems and put Gainesville back on the right track. For the last 11 years MV Contract Transportation has been a stalwart partner to RTS and to the other Alachua clients. They have worked tirelessly to improve the service and today provide premier transportation services to the citizens of Gainesville and Alachua County.

As a corporation MV focuses on safety. Early in their tenure in Gainesville MV transportation purchased DriveCam cameras, which allows a dedicated team to collect data on every trip provided to ensure customer safety and improve driver performance. Recently MV almost attained 100 days without a safety accident or incident. While not making the 100 days was heartbreaking, going 98 days without an accident or incident is phenomenal. MV transportation has every right to be proud of being able to attain that many days without an incident or accident. This achievement was possible because the culture of safety is ingrained into MV Transportation’s corporate DNA.

MV transportation uses Trapeze, which is the leading scheduling software employed by transit organizations nationwide. In 2008, MV partnered with RTS to purchase and install Mobile Data Terminals (MDTs) to improve On Time Performance (OTP) and provide clients with real time “where’s my ride” updates. MV continually looks for ways to improve the provision of service by employing the latest technological advances in transportation. Recently MV Transportation incorporated TimePoint dispatching software into their operations model, which allows dispatchers and schedulers to efficiently manage the schedule and increases dispatcher efficiency in controlling revenue vehicles. Now MV Transportation is moving to the next generation of MDTs and has procured Samsung tablets employing DriverMate, which is the state of the art when tracking vehicles and providing real time data in the provision of service. The Samsung Tablets are comparable and in some ways better than the first generation MDTs because they are more economical.

As a caring corporate team player, MV Contract Transportation has sponsored events for the National Federation of the Blind and participates yearly in the National White Cane Walk and ADA birthday event held by Alachua County for the Gainesville Community. Their service to this community is vital and they are a trusted caring partner to our most vulnerable population.

OUR VISION: The City of Gainesville will set the standard of excellence for a top ten mid-sized American city; recognized nationally as an innovative provider of high-quality, cost-effective services.
Sincerely,

Mildred Crawford, P.A.
ADA Transit Coordinator
February 25, 2016

Jeanie Chrisman
MV Transportation
3301 Electronics Way #D
West Palm Beach, FL 33407

Ms. Chrisman:

After the first year of service, I want to acknowledge GM, Jeanie Chrisman, AGM - Felix Collazo and MV’s efforts to provide excellent service. Additionally your management team has been extremely responsive to any issues or requests whenever needed.

The first yearly audit was recently completed and MV’s files and departments were all in order. It is a pleasure when records are kept orderly and correctly. MV also works very well with their fellow vendors and Palm Tran Connection is appreciative of the team work with our staff. This helps promote a safe, positive experience for all of our passengers.

MV’s safety programs and employee appreciation programs and lunches help them to provide the excellent service they have and will provide in coming years.

I would also like to acknowledge Regional Vice President, Ed Overn, who responds thoroughly and quickly to any requested for information from Palm Tran Staff. During the startup, Ed even preformed parking lot duty, which we all respected.

During the past year of service, MV has been able to get every route out and also provides extra routes as needed. Though any start up is a challenge, MV was ready, and made every effort to make sure passengers were happy with service. For many months now, the commendations have outnumbered the complaints, sometimes almost triple.

I commend MV for being the first Palm Beach vendor to get the propane tanks installed. I know this was a difficult task, but you stuck with it, working with Americas and pushing them to finish the installation which will save the County considerable money with the lower price per gallon.

Thank you.

Sincerely,

Ron Jones
Director, Palm Tran Connection
February 11, 2016

Mark Elias, Vice President, Operations – Northwest
MV Transportation, Inc.
5910 N. Central Expressway, Suite 1145
Dallas, TX 75206

RE: Division 51 Performance – 2015

Dear Mr. Elias,

I am writing to express appreciation for the performance and partnership we have with MV Transportation. As the contract operator for the Jump Around Carson (JAC) Transit System, MV Transportation’s Division 51 staff in Carson City, and, in particular, Ms. Lisa Leuschner, General Manager, continue to meet and exceed the needs of the system.

Since 2010, MV Transportation has been an excellent company to work with, and has helped JAC grow ridership and expand service while successfully overcoming several challenges. During 2015 in particular, MV Transportation staff was once again professionally provided additional accident and incident free transportation services during the Nevada Fair, assisted in emergency relief situations, and successfully managed our transition to a new scheduling and dispatching software provider. These are some of the key tasks accomplished by staff while continually providing dependable regular and ongoing transit service and despite numerous obstacles resulting from vehicle maintenance issues. With the continued hard work and dedication of MV Transportation, JAC was able to achieve a record total of over 216,000 passenger trips during 2015.

We look forward to continued work with you and the rest of MV Transportation staff during the coming year in providing safe, quality service to the citizens of Carson City, and to the possibility of entering into a new contract term.

Sincerely,

Patrick A. Pittenger, AICP, PTP
Transportation Manager
February 9, 2016

MV Transportation Inc.
Attn: Laura Hansen & John Siragusa
5910 N. Central Expressway, Suite 1145
Dallas, TX 75206

Dear: Laura & John

This letter of appreciation is for MV Transportation's Division 24, Petaluma, California. For 16 years now, MV Transportation has operated Petaluma Transit fixed route service, and for five years has operated both fixed route and paratransit for the City of Petaluma. In 2012, the local MV Team assumed control of paratransit operations, including several new employees, from a longtime local non-profit. Once again, MV Transportation and the City of Petaluma worked through a challenging event, this absorption of longtime employees of another provider, under trying circumstances (specifically during implementation of automated scheduling and dispatch hardware and software). In 2014, Ms. Elizabeth Stayner replaced Ms. Dawne Ivory as the new General Manager of Division 24, and her transit experience and interpersonal communications skills immediately elevated the morale of the MV team here in Petaluma.

MV continues to perform in Petaluma and shows great flexibility and creativity as Petaluma Transit enjoys unprecedented ridership growth since 2009 (over 100% increase). Liz is a very valuable resource as we collaboratively develop and price various service change options under consideration in the ongoing SRTP. Liz is able to respond quickly to the dynamic market-driven changes that have led to the dramatic growth of transit ridership in Petaluma in recent years. MV's General Manager and her team have performed admirably with a burgeoning transit market and challenging local traffic.

I would like to commend MV Transportation for having a special managerial team assigned to Division 24, Petaluma Transit. MV Transportation is represented in the highest manner by Elizabeth Stayner and her team here in Petaluma.

In summary MV continues to provide quality service for the City of Petaluma and our passengers and continues to be an excellent partner with the City of Petaluma.

Joseph Rye
Transit Division Manager
City of Petaluma

Cc: Kevin Klika
January 25, 2016

Mr. Mark Elias
5910 N. Central Expwy
Suite 1145
Dallas, Texas 75206

Dear Mark,

The Anchorage School District would like to commend the Reliant Transportation team lead by Jim Luczycki, General Manager, for an excellent first semester of service. As the new Transportation Director I have found the team to be very responsive to the needs of the district and they have also aided in my transition into the district.

My understanding is that when faced with driver shortage issues last year, the staff put together and implemented an action plan to solve the problem and the results helped to have a successful startup. Also, ongoing forthright and positive communication continues to make the team successful. Although we have had a few service issues Jim and his team have quickly addressed the issues and learned from any mistakes made.

I also appreciate your and the companies support of the continuous driver training program. Having a full complement of drivers has certainly led to improved service.

Jim has often worked long hours and personally made himself available at all hours of the day or evening, including weekends as needed. He is truly committed to the success of the district.

We look forward to our next ten year contract continuing to improve on our successful partnership.

Respectfully,

Chuck Moore
Director of Transportation Services
January 8, 2016

Mrs. Sheralee Malverty
MV Transit
841 Fair Street
Carmel, New York 10512

Dear Sheralee,

No matter how much preparation one does, the first few days taking on any new task can be taxing. I understand that it was your careful planning and skillful management that made the transition of MV Transit taking over the Croton Falls Shuttle a success. I cannot thank you enough.

I also appreciate the professionalism shown by the drivers on the route. They are the face of the company to the customers and their patience and friendliness also helped smooth the transition.

The Croton Falls Shuttle is a vital service provided to the commuters living in Mahopac and I am glad to see it is now in your hands.

Before you know it these days will be merely a faded memory, but how you shined will not be forgotten.

Sincerely,

MaryEllen Odell
Putnam County Executive

cc: Sandra Fusco
    Vincent Tamagna
January 7, 2016

Kevin Klika
President & Chief Operating Officer
MV Transportation, Inc.
5910 N. Central Expwy., Suite 1145
Dallas, TX  75206

Greenville Transit System (GTS), with MV Transportation, Inc as our contractor, was very successful in 2015. The outstanding partnership between the City of Greenville and MV was apparent in both customer service and in the smooth operations of GTS.

I have to commend Kathy Cool, General Manager for the Greenville division, for her diligence and dedication in the day-to-day operations. Kathy faced a difficult year with the death of our main dispatcher, Dave Marshal. Kathy worked tirelessly to not only do her own job, but to fill in on the dispatch schedule throughout the year until replacement dispatchers could be hired and trained.

Vehicle maintenance issues were problematic in 2015. These issues were addressed by Kathy with the support of Jason Curry as the Maintenance Manager for our region.

While putting in long hours, Kathy has continued to meet MV’s exemplary safety program standards for which MV is known. Her monthly safety meetings & trainings, safety bulletin boards and safety messages are impressive.

Russell Tieskoetter, our Divisions Regional Vice President has been a great asset and support to our General Manager and is very accessible to the City of Greenville. His confidence in Kathy is apparent and his support is always available.

Ridership in 2015 was at 49,434. This is down 2.4% from 2014. We are seeing rider demographics shift to many younger riders using GTS for transportation to and from work. Demand for transit is heavy especially the first of the month when both social security and public assistance checks are deposited. The majority of our riders continue to be elderly or disabled. Wheelchair/scooter passengers make up a large portion of these riders.

The City of Greenville appreciates the partnership attitude MV brings to our transit system and we look forward to working with your company in the next several years.

Respectfully,

Pamela K. Garland
Public Transportation Director

Cc:  Michael C. Bowers, Mayor
      Russell Tieskoetter
      Kathy Cool
Tab 5 – Bus Washing Log
Tab 5  Bus Wash Log

MV provides a copy of its bus wash log following this page.
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Tab 6 – Transit Miner Reports
Tab 6  Transit Miner Reports

The company provides two sample reports - summary report and an on-time performance report following this page.
**Report Name:** On Time Analysis  

**Type:** Tabular  

**Description:** Detailed and summary on time performance for paratransit.

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**Showing 1 to 10 of 47 entries**
Default Column Description:

1. **Date**: Date associated with transaction
2. **Route**: Route number assigned in scheduling software
3. **Driver**: Driver name assigned in scheduling software
4. **Registered**: Count of registered passengers, does not include attendants or companions
5. **No Show**: Trip marked as a no-show within the Scheduling software
6. **Stop**: A transaction where an on time performance measurement is taken (includes completed trips and no shows)
7. **Early**: Count of pick-ups (performed and no show) that occurred prior to an established “early window”. The early window is a configuration parameter that represents the number of seconds prior to a trips scheduled time that a vehicle can arrive and still be considered “on time”. The system can be configured to: i. Report early trips and count them against the overall on time performance KPI, or, ii. only report early trips but do NOT count them against the overall on time performance KPI.
8. **Late**: Count of pick-ups (performed and no show) that occurred after to an established “late window”. The late window is a configuration parameter that represents the number of seconds after to a trips scheduled time that a vehicle can arrive and still be considered “on time”.
9. **On Time**: Count of transactions deemed as On Time
10. **OTP**: Total On Time stops divided by total stops
Report Name: Service Summary

Description: General service KPI report.

Sample of default:

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<th>#</th>
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<th>Route</th>
<th>Transported</th>
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<th>Companion</th>
<th>Wheelchair</th>
<th>Ambulatory</th>
<th>Subscription</th>
<th>OnDemand</th>
<th>NoShow</th>
<th>CxAtDoor</th>
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<td>11</td>
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<<continued>>

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<th>Stop</th>
<th>Early</th>
<th>Late</th>
<th>OnTime</th>
<th>OTP</th>
<th>PassPerHour</th>
<th>ServiceHours</th>
<th>RevHours</th>
<th>ServiceMiles</th>
<th>RevenueMiles</th>
<th>AvgDistance</th>
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<td>76.92%</td>
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<td>114.00</td>
<td>100.00</td>
<td>11.1</td>
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</tr>
</tbody>
</table>
Default Column Description:
1. Date: Date associated with transaction.
2. Route: Route number assigned in scheduling software.
3. Transported: Count of total passengers transported including clients, attendants and companions.
4. Registered: Count of registered passengers, does not include attendants or companions.
5. Attendant: Count of passengers transported designated as attendants within the scheduling software.
6. Companion: Count of passengers transported designated as companions within the scheduling software.
7. Wheelchair: Count of passengers transported designated as “not ambulatory” within the scheduling software.
8. Ambulatory: Count of passengers transported designated as “ambulatory” within the scheduling software.
9. Subscription: Count of pre-scheduled trips.
10. OnDemand: Trips delivered that were not pre-scheduled (total number of trips requested by telephone).
11. NoShow: Trip marked as a no-show within the scheduling software.
12. CxAtDoor: Number of cancel at door.
13. Miss: Number of missed trips.
14. Stop: A transaction where an on time performance measurement is taken (includes completed trips and no shows).
15. Early: Count of pick-ups (performed and no show) that occurred prior to an established “early window”. The early window is a configuration parameter that represents the number of seconds prior to a trips scheduled time that a vehicle can arrive and still be considered “on time”. The system can be configured to:
   1. Report early trips and count them against the overall on time performance KPI, or,
   2. only report early trips but do NOT count them against the overall on time performance KPI.
16. Late: Count of pick-ups (performed and no show) that occurred after to an established “late window”. The late window is a configuration parameter that represents the number of seconds after to a trips scheduled time that a vehicle can arrive and still be considered “on time”.
17. OnTime: Count of transactions deemed as On Time.
18. OTP: Total On Time trips divided by total trips delivered.
19. PassPerHour: Total registered passengers transported divided by total revenue hours.
20. ServiceHours: Departure time at leave yard to arrival time at return yard minus lunch.
21. RevHours: Arrival time at first stop to departure time at last stop minus lunch.
22. **ServiceMiles**: Odometer at leave yard to odometer at return yard.
23. **RevenueMiles**: Odometer at first stop to odometer at last stop.
24. **AvgDistance**: Total trips completed divided by total service miles.
Tab 7 – Startup Schedule for ST Services
Tab 7  Startup Schedule for ST Services

A startup schedule for the Specialized Transportation Services follows this page.
## Draft Implementation Schedule
### San Benito County Local Transportation Authority - ST Services

<table>
<thead>
<tr>
<th>ID</th>
<th>Task Name</th>
<th>Duration</th>
<th>Start</th>
<th>Finish</th>
<th>Events</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Key dates</td>
<td>75 days</td>
<td>Fri 10/19/18</td>
<td>Tue 1/1/19</td>
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<tr>
<td>2</td>
<td>Award Notification</td>
<td>1 day</td>
<td>Fri 10/19/18</td>
<td>Fri 10/19/18</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Transition Begins</td>
<td>1 day</td>
<td>Mon 10/29/18</td>
<td>Mon 10/29/18</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Contract Signed</td>
<td>1 day</td>
<td>Fri 10/26/18</td>
<td>Fri 10/26/18</td>
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</tr>
<tr>
<td>5</td>
<td>Begin Recruiting</td>
<td>1 day</td>
<td>Thu 11/1/18</td>
<td>Thu 11/1/18</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Begin Training</td>
<td>1 day</td>
<td>Thu 11/15/18</td>
<td>Thu 11/15/18</td>
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</tr>
<tr>
<td>7</td>
<td>Move ST Services into Operating Facility</td>
<td>1 day</td>
<td>Fri 10/19/18</td>
<td>Fri 10/19/18</td>
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</tr>
<tr>
<td>8</td>
<td>Service Starts</td>
<td>1 day</td>
<td>Tue 1/1/19</td>
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<td>Contract</td>
<td>16 days</td>
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<td>Sun 11/4/18</td>
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<td>10</td>
<td>San Benito County Local Transportation Authority to provide Draft Contract</td>
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<td>Wed 10/24/18</td>
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<td>5 days</td>
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<td>Sun 11/4/18</td>
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<td>Contract Signing</td>
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<td>5 days</td>
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<td>Wed 10/31/18</td>
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<tr>
<td>16</td>
<td>Obtain &amp; Provide Insurance Certificates</td>
<td>3 days</td>
<td>Sat 10/27/18</td>
<td>Mon 10/29/18</td>
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<tr>
<td>17</td>
<td>Transition Planning</td>
<td>7 days</td>
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<td>Fri 1/2/18</td>
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<td>18</td>
<td>Develop Transition Plan</td>
<td>5 days</td>
<td>Sat 10/27/18</td>
<td>Wed 10/31/18</td>
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<tr>
<td>19</td>
<td>Discuss Transition Plan with San Benito County LTA</td>
<td>2 days</td>
<td>Thu 11/1/18</td>
<td>Fri 11/2/18</td>
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<tr>
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<td>Tue 1/1/19</td>
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<tr>
<td>21</td>
<td>Weekly Team Transition Meetings</td>
<td>71 days</td>
<td>Mon 10/22/18</td>
<td>Mon 12/31/18</td>
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<tr>
<td>22</td>
<td>Weekly meetings with San Benito County LTA</td>
<td>71 days</td>
<td>Tue 10/23/18</td>
<td>Tue 1/19/19</td>
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<td>45</td>
<td>Passenger Transition Committee</td>
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<td>Sun 10/21/18</td>
<td>Sun 12/30/18</td>
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<tr>
<td>57</td>
<td>Public Meetings and Community Outreach</td>
<td>25 days</td>
<td>Fri 10/19/18</td>
<td>Mon 11/12/18</td>
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<tr>
<td>58</td>
<td>Obtain List of Public Meetings Required to Attend</td>
<td>5 days</td>
<td>Fri 10/19/18</td>
<td>Tue 10/23/18</td>
<td></td>
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<tr>
<td>59</td>
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<td>Sun 10/28/18</td>
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<tr>
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<td>Develop San Benito County LTA Contact Protocol</td>
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<td>Mon 10/29/18</td>
<td>Fri 11/2/18</td>
<td></td>
</tr>
</tbody>
</table>

### Project: Startup plan template
**Date:** Fri 8/3/18

- **Task:** Inactive Task
- **Split:** Inactive Task
- **Milestone:** Inactive Milestone
- **Summary:** Inactive Summary
- **Project Summary:** Manual Task
- **External Tasks:** Duration-only
- **External Milestone:** Manual Summary Rollup

### Notes:
- Award Notification
- Transition Begins
- Contract Signed
- Begin Recruiting
- Begin Training
- Move ST Services into Operating Facility
- Service Starts
- Transition Planning
- Transition Meetings
- Public Meetings and Community Outreach

---

Page 1
<table>
<thead>
<tr>
<th>ID</th>
<th>Task Name</th>
<th>Duration</th>
<th>Start</th>
<th>Finish</th>
<th>Notes</th>
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<td>61</td>
<td>Develop MV Staff Contact Protocol</td>
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<td>Sat 11/3/18</td>
<td>Wed 11/7/18</td>
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<td>MV/San Benito County LTA to Produce Hand-Out &amp; Mailer</td>
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<td>Mon 11/12/18</td>
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<td>64</td>
<td>Post Legal Posters</td>
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<td>Establish Job Descriptions</td>
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<td>Establish Minimum Hiring Criteria</td>
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<td>Develop Confidentiality Procedures</td>
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<td>Order Employee Handbooks</td>
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<td>Establish Complaint Investigation Procedure</td>
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<td>Develop Security Guidelines for Manual</td>
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<td>Fri 11/9/18</td>
<td>Sat 11/10/18</td>
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<td>Develop Road Call Procedures</td>
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<td>Mon 11/12/18</td>
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<td>73</td>
<td>Review Accident Procedures</td>
<td>2 days</td>
<td>Tue 11/13/18</td>
<td>Wed 11/14/18</td>
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<td>Implement Attendance Tracking System</td>
<td>1 day</td>
<td>Thu 11/15/18</td>
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<td>75</td>
<td>Develop Extra Board (Office Staff) Procedures</td>
<td>2 days</td>
<td>Fri 11/16/18</td>
<td>Sat 11/17/18</td>
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<td>76</td>
<td>Develop Pull-Out Inspection Log</td>
<td>2 days</td>
<td>Sun 11/18/18</td>
<td>Mon 11/19/18</td>
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<tr>
<td>77</td>
<td>Establish Contract Compliance Audit Systems</td>
<td>2 days</td>
<td>Tue 11/20/18</td>
<td>Wed 11/21/18</td>
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<td>78</td>
<td>Develop Road-Check Form</td>
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<td>Thu 11/22/18</td>
<td>Sat 11/24/18</td>
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<td>79</td>
<td>Customize SSEPP &amp; SSPP</td>
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<td>Tue 11/27/18</td>
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<tr>
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<td>Confirm ID Badge Requirements</td>
<td>2 days</td>
<td>Wed 11/28/18</td>
<td>Thu 11/29/18</td>
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<td>81</td>
<td>Confirm Uniform Requirements</td>
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<td>Fri 11/30/18</td>
<td>Sat 12/1/18</td>
<td></td>
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<td>82</td>
<td>Establish Uniform Policy</td>
<td>2 days</td>
<td>Sun 12/2/18</td>
<td>Mon 12/3/18</td>
<td></td>
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<td>Labor Relations</td>
<td>2 days</td>
<td>Fri 10/19/18</td>
<td>Sat 10/20/18</td>
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<td>84</td>
<td>Communicate to Union regarding incoming employees</td>
<td>1 day</td>
<td>Fri 10/19/18</td>
<td>Fri 10/19/18</td>
<td></td>
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<tr>
<td>85</td>
<td>Recruit Incumbent Team</td>
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<td>Fri 10/19/18</td>
<td>Sat 10/20/18</td>
<td></td>
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<tr>
<td>86</td>
<td>Develop Presentation Package for Existing Employees</td>
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<td>Fri 10/19/18</td>
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</tr>
<tr>
<td>87</td>
<td>Employee Meetings</td>
<td>1 day</td>
<td>Sat 10/20/18</td>
<td>Sat 10/20/18</td>
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<tr>
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<td>Obtain List of Employee Mailing Addresses</td>
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<td>Fri 10/19/18</td>
<td>Fri 10/19/18</td>
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<tr>
<td>90</td>
<td>Obtain Seniority List(s)</td>
<td>0 days</td>
<td>Fri 10/19/18</td>
<td>Fri 10/19/18</td>
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</tr>
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</table>
## Draft Implementation Schedule
### San Benito County Local Transportation Authority - ST Services

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<th>ID</th>
<th>Task Description</th>
<th>Duration</th>
<th>Start</th>
<th>Finish</th>
<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
</tr>
</thead>
<tbody>
<tr>
<td>91</td>
<td>Develop Employee Roster to Track Job Offers</td>
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<td>92</td>
<td>Qualify Incumbent Team</td>
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<td>93</td>
<td>Obtain Applications from Existing Personnel</td>
<td>0 days</td>
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<td>94</td>
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<td>Fri 10/19/18</td>
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<td>95</td>
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<td>96</td>
<td>Order Criminal Record Checks for Current Employees</td>
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<tr>
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<td>Perform D&amp;A Testing</td>
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<td>98</td>
<td>Interview for New Employees &amp; Staff</td>
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<td>Fri 10/19/18</td>
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<td>Place Recruitment Ads</td>
<td>60 days</td>
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<td>103</td>
<td>Qualify New Hires</td>
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<td>104</td>
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<td>Fri 10/19/18</td>
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<tr>
<td>105</td>
<td>Interview for New Employees &amp; Staff</td>
<td>7 days</td>
<td>Fri 10/19/18</td>
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<td>106</td>
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<td>Obtain Reference Checks</td>
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<tr>
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<td>Order Criminal Record Checks for New Hires</td>
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<td>Fri 10/19/18</td>
<td>Thu 10/25/18</td>
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<td>111</td>
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<td>Resolve BTW Training/Vehicle Availability</td>
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<td>Training Vehicles On-Site</td>
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<td>Trainers On-Site</td>
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<tr>
<td>115</td>
<td>Publish Driver Training Schedules</td>
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<td></td>
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<tr>
<td>116</td>
<td>Incumbent Driver Training - In Service Observation</td>
<td>10 days</td>
<td>Wed 10/24/18</td>
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<tr>
<td>117</td>
<td>Incumbent Driver Training - Orientation/Classroom</td>
<td>10 days</td>
<td>Sat 11/3/18</td>
<td>Mon 11/12/18</td>
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<tr>
<td>118</td>
<td>New Driver Training</td>
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<td>Sat 11/17/18</td>
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**Project:** Startup plan template

**Date:** Fri 8/3/18

**Task:***
- Inactive Task
- Start-only
- Manual Summary

**Split:***
- Inactive Task
- Finish-only
- Progress

**Milestone:***
- Inactive Milestone

**Summary:***
- Inactive Summary
- Deadline

**Project Summary:***
- Manual Task
- Duration-only

**External Tasks:***
- Manual Summary Rollup
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<tr>
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<td>Review and Monitor Start-Up Budget</td>
<td>60 days</td>
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<td>Review Billing Issues</td>
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<td>3 days</td>
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<td>Confirm Claims Protocols</td>
<td>3 days</td>
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<td>134</td>
<td>Schedule Routine Audits of Accounting Systems</td>
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<td>HR/Payroll &amp; Benefits</td>
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<td>Test All Accounting System Programs</td>
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<td>147</td>
<td>Uniforms &amp; ID Badges</td>
<td>14 days</td>
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<td>Equipment &amp; Facilities</td>
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<td>Develop Equipment Purchase List for Shop</td>
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<td>Order Maintenance Equipment</td>
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<td>Maintenance Equipment tested</td>
<td>14 days</td>
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<td>159</td>
<td>Maintenance Equipment Training</td>
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<td>Move Into New Facility</td>
<td>0 days</td>
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**Draft Implementation Schedule**
San Benito County Local Transportation Authority - ST Services

**Project: Startup plan template**
Date: Fri 8/3/18

**Task**
- Inactive Task
- Manual Summary

**Split**
- Start-only
- Finish-only

**Milestone**
- Inactive Milestone
- Progress

**Summary**
- Inactive Summary
- Deadline

**Project Summary**
- Manual Task
- Duration-only

**External Tasks**
- Manual Summary Rollup

**External Milestone**
- **
WELCOME TO MV TRANSPORTATION

Mission Statement and Values

Mission Statement

Our Values

Purpose of Employee Handbook

Nature of Our Business

At-Will Employment

Equal Employment Opportunity

Accommodations for Disabilities, Work Restrictions and Religion

Disabled, Recently Separated, Other Protected, & Armed Forces Service Medal Veterans

Anti-Harassment/Anti-Discrimination Policy

Immigration Law Compliance

Open Door Policy

Introductory Period

Employment Categories

Full-time

Part-time

Temporary

Safety Sensitive Functions

Compensation and Payroll Practices

Wages and Benefits

Payroll Status

Hourly employees

Salaried employees

Payroll Period & Pay Dates

Time Recording

Overtime

Reporting Errors

Pay Adjustments

Operator Payroll Procedures

Payroll Deductions

Compensation for Meetings/Training/Drug Testing

Travel Time

Length of Service

What to Do If You Have Questions about Compensation and Payroll Practices

Hours of Work

Work Schedules

Rest and Meal Periods

Attendance and Punctuality

Salaried employees

Hourly Employees

Excused Absence

Unexcused Absence

Tardiness

Disciplinary Guidelines for Attendance

Clean Slate

Company Meeting Attendance

Attendance Policy for Non-Exempt Introductory Employees

Attendance Policy for Exempt Employees
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WELCOME TO MV TRANSPORTATION

As you begin your employment with MV Transportation, we welcome you to our organization and invite you to read and become familiar with the contents of this handbook. We believe you will find it full of helpful and valuable information about our policies and procedures. This handbook is designed to guide and assist you in performing to the best of your abilities, as well as developing and realizing your potential as one of our valued employees.

For over four decades, MV Transportation has been a leading provider of reliable and safe transportation. With your help, we are looking forward to continuing growth and prosperity as we find new and better ways to serve our customers' needs.

Please read this handbook carefully and retain it for future use. Familiarize yourself with its contents as soon as possible because it should answer many of your initial and ongoing questions about your employment. This handbook has been developed by MV Transportation to promote understanding, cooperation, and good communication. You are responsible for being familiar with the information included in the handbook. If you have any questions about any of the information, please ask your supervisor or Human Resources for explanation or clarification.

THIS HANDBOOK GENERALLY DESCRIBES SOME OF MV TRANSPORTATION’S CURRENT POLICIES AND PROCEDURES. THIS HANDBOOK DOES NOT CONSTITUTE A CONTRACT OF EMPLOYMENT. NOTHING IN THIS HANDBOOK SHALL BE CONSTRUED TO CONSTITUTE A CONTRACT, AND THE COMPANY HAS THE RIGHT, AT ITS DISCRETION, TO MODIFY THIS HANDBOOK AT ANY TIME, UNLESS OTHERWISE PROVIDED UNDER THE TERMS OF AN APPLICABLE COLLECTIVE BARGAINING AGREEMENT, ARBITRATION AGREEMENT, OR OTHER VALID CONTRACT. THIS HANDBOOK SUPERSEDES AND REPLACES ALL PRIOR HANDBOOKS. HOWEVER, IF YOU ARE COVERED BY A COLLECTIVE BARGAINING AGREEMENT (“CBA”), TO THE EXTENT THERE ARE ANY DISCREPANCIES BETWEEN THIS HANDBOOK AND THE CBA, THE CBA WILL CONTROL.

Once again, we welcome you to our family and wish you success as we turn to face the numerous challenges, opportunities, and potential rewards ahead.

Kevin Jones
Chief Executive Officer
Mission Statement and Values

Mission Statement
We deliver innovative transportation solutions that provide freedom of movement, safety and a customer experience that is second to none.

Our Values
We are a people business and the word “RESPECT” best describes our commitment to service. To our passengers, YOU are the Company. As a MV employee, it is your responsibility to always protect our values. You have joined a very special Company that provides a very important service to our clients and customers. We stand for:

Respect
Let courtesy, warmth, empathy and kindness drive your behaviors

Ethics
Simply put, do the right thing

Safety
Nothing is more important than safety

Profitable Growth
Positive financial performance of our Company

Excellence
Quality and integrity are our backbone

Celebration & Collaboration
It is all about teamwork and recognizing each other and our accomplishments

Talent & Innovation
We are the best at what we do and the service we provide

Purpose of Employee Handbook

This employee handbook has been drafted as a guideline for our employees. It describes the Company’s general philosophy and some of its current policies and procedures, but it is not intended to be all-inclusive. Unless otherwise provided under the terms of an applicable Collective Bargaining Agreement, arbitration agreement, or other valid contract, the Company reserves the right to amend, withdraw, supplement, or modify any terms or conditions of employment, at any time and for any reason, without prior notice, whether stated in the handbook or established through employment practices or other employment policies, except for the Company policy regarding at-will employment which may only be modified as described below.

While the Company will generally follow the guidelines stated in this handbook, you should understand that it does not constitute a contract between you and the Company. The Company may deviate from these guidelines where federal, state
or local law has specific requirements which the Company must adhere to or follow. This Handbook contains some of the authorized employment policies of the Company and supersedes any other versions. Please see your manager for a copy of this policy which is also available on Portal or Sharepoint.

**Nature of Our Business**

MV is a private contractor operating passenger transportation services for public and private agencies nationwide. We operate in a very competitive business environment; hence, we must operate safely, control our costs and provide outstanding customer and client service. We welcome your suggestions on how we can make improvements at our Company. Every MV employee plays a critical role in our success.

**At-Will Employment**

MV is an at-will employer. That means that employment may be terminated at any time by either the employee or the Company, with or without notice, for any lawful reason. This also means your terms and conditions of employment, including but not limited to termination, demotion, promotion, transfer, compensation, benefits, duties, hours, and location of work may be changed with or without cause or notice at the Company’s sole discretion. The at-will employment relationship cannot be changed, and no employee of the Company is employed for any specific time period, unless he or she has or is covered by a written agreement signed by the CEO, CHRO or if otherwise required by law. No person other than the CEO or CHRO is authorized to enter into any employment agreement for a specified term with any employee.

Some of our employees are covered by a collective bargaining agreement. If you are covered by a collective bargaining agreement, your employment relationship, including the terms and conditions of your employment, is governed by that Agreement.

**Equal Employment Opportunity**

As a government contractor, MV’s employment policy is to provide equal opportunity to all persons and to require affirmative action to ensure equality of opportunity in all aspects of employment. In furtherance of this policy, employment decisions shall be based on merit, qualifications, and competence. Except where required or permitted by law, employment practices shall not be influenced or affected by virtue of an applicant’s or employee’s race, color, creed, religion, sex, national origin, age, pregnancy, disability, veteran status, marital status, sexual orientation, gender identification, or any other characteristic protected by law. This policy statement governs all aspects of employment including but not limited to recruitment, selection, promotions, terminations, transfers, layoffs, compensation, training, benefits, and other terms and conditions of employment.
MV prohibits retaliation against applicants or employees who file discrimination charges with federal, state or local fair employment practice agencies, participate in investigations of such charges or an OFCCP proceeding, oppose unlawful employment practices, or assert any other rights protected by law.

MV’s Equal Opportunity Policy is an essential part of the Company’s overall commitment to attract, hire and develop a strong, talented and diverse work force.

**Accommodations for Disabilities, Work Restrictions and Religion**

MV takes affirmative steps to employ and advance qualified individuals with disabilities at all levels of employment. MV Transportation will make a reasonable accommodation for the known physical or mental limitations of otherwise qualified individuals with a disability and/or who are otherwise physically restricted in the job duties they can perform, unless the accommodation would impose an undue hardship and/or a direct threat to the health and/or safety of the individual or others would result. Reasonable accommodation means any change or adjustment to a job or work environment that permits an otherwise qualified applicant or employee with a disability or work-related restrictions to participate in the job application process or to perform the essential functions of a job. Individuals seeking accommodations must make the request to their supervisor and to the Human Resources Department. Supervisors or managers who are notified of a request for accommodation must immediately forward the request to the Human Resources Department.

MV Transportation will also attempt to make reasonable accommodations for employee observance of sincerely held religious beliefs. All requests for a religious accommodation should also be directed to the supervisor and the Human Resources Department. Supervisors or managers who are notified of a request for an accommodation must forward all requests for a religious accommodation to the Human Resources Department.

Once a request for an accommodation is received, the request will be analyzed in order to aid in the determination of a reasonable accommodation. This interactive process may require additional documentation and/or communications with or between the employee, management, and/or the Human Resources Department, including obtaining more information regarding the requested accommodation and/or the reason for the accommodation and an assessment of any and all restrictions, in order to evaluate possible accommodations and the feasibility of proposed accommodations. All requests for accommodations will be considered and resolved on a case by case basis in accordance with applicable law.
Disabled, Recently Separated, Other Protected, & Armed Forces Service Medal Veterans

MV’s employment policy prohibits job discrimination and requires affirmative action to employ and advance disabled veterans, recently separated veterans (within three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized) and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

Anti-Harassment/Anti-Discrimination Policy

All Company employees have a right to work in an environment free from all forms of unlawful discrimination and harassment. Consistent with the Company’s respect for the rights and dignity of each employee, discrimination and harassment based on race, color, creed, religion, sex, national origin, age, pregnancy, disability, veteran status, marital status, sexual orientation, gender identification, or any other characteristic protected by applicable law, will not be tolerated. This includes harassment and discrimination by any MV employee, or a contractor, agent or third parties with whom MV employees interact during the course of their employment. All employees should be aware of the following:

1. Sexual harassment is strictly prohibited. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: (a) submission to such conduct is made as either an explicit or implicit term or condition of employment; (b) submission to or rejection of such conduct is used as a basis for an employment decision affecting the harassed employee; or (c) such conduct has the purpose or effect of interfering with an employee’s work performance or creates an intimidating, hostile, or offensive work environment pursuant to applicable law. Sexual harassment can specifically include but is not limited to: unwelcome sexual flirtations, advances, or propositions; requests for sexual favors; verbal abuse of a sexual nature, obscene language, off-color jokes, verbal commentary about an individual’s body, sexual innuendo, and gossip about sexual relations; the display of derogatory or sexually suggestive pictures, posters, cartoons, drawings, or objects, or suggestive notes or letters; visual conduct such as leering or making gestures; sexually suggestive comments about an individual’s body or body parts, or sexual degrading words to describe an individual; unwelcome touching of a sexual nature such as patting, pinching or brushing against another’s body; any other physical or verbal conduct of a sexual nature by supervisors, fellow coworkers, or others in the workplace; sending offensive e-mails to coworkers with sexually suggestive comments or sexually degrading words; and viewing inappropriate materials such as pornography in the workplace or during work hours.
2. Harassment on the basis of any protected characteristic is strictly prohibited. In general, statements or physical conduct relating to a person’s race, color, creed, religion, sex, national origin, age, pregnancy, disability, veteran status, marital status, sexual orientation, gender identification, or any other status which is protected by applicable law constitutes harassment when it:
   a. has the purpose or effect of creating an intimidating, hostile, or offensive work environment;
   b. has the purpose or effect of unreasonably interfering with an individual’s work performance; or
   c. otherwise adversely affects an individual’s employment pursuant to applicable law.

3. Harassing conduct includes, but is not limited to: epithets, slurs, or negative stereotyping; threatening, intimidating, or hostile acts; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the employer’s premises or circulated in the workplace.

4. All supervisors are responsible for assuring that no employee is unlawfully discriminated against or subjected to conduct that constitutes sexual or any other form of harassment.

5. An individual found to have engaged in inappropriate conduct, including discrimination, sexual harassment, or any other form of unlawful harassment, will be disciplined as appropriate, up to and including discharge.

6. Any employee who believes that he or she has been the subject of inappropriate conduct, including discrimination, sexual harassment, or any other form of harassment, or who has observed any such conduct should, and is strongly encouraged, to immediately bring the matter to the attention of any supervisor, any executive or any human resources employee. Alternatively, you may contact the Open Door Hotline, 877-687-2338.

7. Any complaint of harassment or discrimination should include details of the incident(s) or conduct, names of individuals involved, and the names of any witnesses. Supervisors and managers should immediately refer all harassment complaints to Human Resources.

8. If at any time an employee feels that their report of discrimination and/or harassment is not being properly addressed, they are free, and strongly encouraged, to make an additional report to any of the individuals or the Open Door Hotline identified above.
9. A prompt and thorough investigation of the alleged discrimination and/or harassment will be conducted, and appropriate corrective and/or disciplinary action will be taken, if warranted. Complaints will be treated as confidential to the extent possible.

10. Refusal to cooperate in an investigation of harassment or discrimination or initiating a complaint in bad faith is also prohibited and may result in disciplinary action, including termination.

11. The Company will not in any way retaliate against an employee, applicant, or former employee who, in good faith, makes a complaint or report of discrimination or harassment, or participates in the investigation of such a complaint or report. Retaliation against any individual for reporting a claim of harassment or cooperating in the investigation of same will not be tolerated. Retaliation includes any adverse employment action because the employee complained about or resisted harassment, discrimination, or retaliation, or has cooperated in an investigation.

12. Any employee who believes that he or she has been retaliated against should immediately report it using the reporting procedure described above. Any report of retaliation by the one accused of discrimination or harassment, or by any other employee, including supervisors or managers, will also be promptly and thoroughly investigated in accordance with the procedures outlined above. If a complaint of retaliation is substantiated, appropriate corrective and/or disciplinary action will be taken.

The contact information for the federal and state agencies that enforce the laws against unlawful discrimination and harassment in the states of California, Maine, Massachusetts, Rhode Island, and Vermont and for government contractors are listed in Appendix 1 to this Handbook. Please understand utilizing the Company’s reporting procedures set forth above does not prevent you from filing a complaint with a federal or state agency.

Immigration Law Compliance

MV complies with the applicable immigration laws where it does business, including with the Immigration Reform and Control Act of 1986. MV is committed to employing only United States citizens and aliens who are authorized to work in the United States.

As a condition of employment, each new employee must properly complete, date, and sign the first section of the United States Citizenship and Immigration Services Form I-9. Newly rehired employees must also complete the form if they have not previously filed an I-9 with this organization, if their previous I-9 is more than three years old, or if their previous I-9 is no longer valid.
Open Door Policy

As a MV employee, you’ve joined an organization that places high value on customer service. That same high value is placed on employees. You will find your supervisor values you as an employee and is there to help guide and assist you in performing your role.

We challenge ourselves to take the initiative and be part of the solution. Anytime you have a suggestion or idea to make things better or a concern or complaint about the way things are done, discuss it with your supervisor or any member of management. Your input is a valuable part of our success.

We are committed to addressing workplace concerns and issues important to you. If a situation arises with your job, another employee, or customer that makes you uncomfortable, MV asks that you immediately bring it to our attention. If, for any reason, you do not want to discuss the situation with your supervisor or if you feel issues remain unresolved, you can contact another member of management or you can call our Open Door Hotline at 877-687-2338 or email us at employee.relations@mvtransit.com. You can also write to us at MV Transportation, 2711 N. Haskell Avenue, Ste 1500, LB-2, Dallas, TX 75204. Address your letter to the Chief Human Resources Officer.

You can be assured that such complaints will be investigated and that you will not be subject to any adverse action as a result of making a good faith complaint.

Introductory Period

The first ninety (90) days of employment are an introductory period. The period is an essential part of the training and evaluation process and is used to ensure that each employee’s performance meets the required standards. An introductory period may be extended at the discretion of the supervisor. However, because employment at MV Transportation is “at-will”, both during and after the Introductory Period, the Company has no obligation to retain you either during or after you have completed your introductory period unless otherwise required by applicable bargaining agreement or by law.

Employment Categories

Full-time

Full-time employees are those who are regularly scheduled to work at least 30 hours or more per week. Generally, regular, full-time employees may be eligible for some or all of the Company’s benefit plans, subject to the terms, conditions, and limitations of each benefit plan/program. For purposes of determining benefits eligibility, the definition or standard for full-time may be different.
Part-time

Part-time employees are those who are regularly scheduled to work less than 30 hours per week. This generally includes casual, occasional and on-call drivers and other staff. While part-time employees receive all legally mandated benefits (such as workers' compensation and Social Security benefits), they are generally ineligible for many of the Company's other benefit plans/programs.

Temporary

Temporary employees are those who are hired as interim replacements, to temporarily supplement the work force or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not imply a change in employment status. Temporary employees retain such status unless and until notified of a change. The temporary employment relationship is an “at-will” relationship, regardless of whether an estimated duration of assignment exists. While temporary employees receive all legally mandated benefits (such as workers' compensation insurance and Social Security) they are generally ineligible for the Company's other benefit plans/programs.

Safety Sensitive Functions

While all employees are responsible for strictly adhering to all rules and policies affecting the safety of the workplace, our customers and employees, the following functions are considered to be “safety sensitive”:

- Operating a revenue service vehicle, including when not in revenue service;
- Operating a non-revenue service vehicle, when required to be operated by a holder of a Commercial Driver’s License;
- Controlling dispatch or movement of a revenue service vehicle;
- Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service

Thus, the following positions are “safety sensitive”:

- Driver
- Mechanic and other maintenance personnel
- Reservationist (if performing safety sensitive functions)
- Dispatcher
- Road Supervisor
- Assistant, Maintenance, Operations, Safety or General Manager
Compensation and Payroll Practices

Wages and Benefits
Each location of the Company has a wage and benefit structure, which is subject to change. A printed summary is posted at each location setting forth the current wage and benefit information for your location and will be made available to you upon request. If you are covered by a collective bargaining agreement, it will describe the wages and benefits for members of the bargaining unit. Contact your General Manager or the Human Resources Department if you have any specific questions about your wages or benefits.

Payroll Status

Hourly employees
A hourly employee (whether full or part time) is paid for actual hours worked and is entitled to overtime pay in accordance with applicable state and federal laws.

Salaried employees
Salaried employees are generally not eligible for overtime pay and receive a weekly salary, regardless of the amount of hours they work that is paid every pay period.

Payroll Period & Pay Dates
For payroll purposes, the workday is defined as 12:01 a.m. to midnight and the workweek is defined as 12:01 a.m. Saturday to midnight the following Friday. Any type of paid time off is not counted as time worked for computing overtime.

Generally, payday is every other Friday unless otherwise required by bargaining agreement or state law. The specific pay dates for each division or location are posted on the employee bulletin board at that division or location. If a payday falls on a holiday, you will receive your payment on the preceding Thursday or the last business day before the holiday. Each payment covers work performed during the 14-day period ending the Saturday before payday. Direct deposit is available to all employees.

Time Recording
If you are an hourly employee, you must record the time you start work, the times you leave for and return from meal breaks, and the time you leave at the end of your working day. All employees are required to record time-off.

Hourly employees must accurately record all time worked and should not work any time that is not authorized by their supervisors. Do not start work early, finish work late, work during a meal break, or perform any other extra or overtime work unless you are directed to do so. If you have any questions about when or how many hours you are expected to work, contact your supervisor.
It is a violation of our policy for anyone to instruct or encourage another employee to work “off the clock,” to incorrectly report hours worked, or to alter another employee’s time records. If anyone directs or encourages you to work “off the clock,” incorrectly report your hours, or to alter another employee’s time records, you should report the incident immediately to your supervisor, any member of management, the Human Resources Department, or the Open Door Hotline at 877-687-2338.

When your employment begins, you will receive instructions on how to record your time. Your immediate supervisor or manager must authorize your time record.

**Overtime**

*Hourly* employees will be paid overtime **pay (generally, time and one-half their regular rate of pay)** for all hours worked in excess of 40 **hours** in one workweek and as otherwise required by applicable state, federal, or local law (including without limitation daily overtime **and double time as** required by state or local law). **Hours for which you are paid pursuant to the Company’s PTO, Vacation, Holiday Pay, or other applicable policies will not be used for purposes of calculating overtime. The Company prohibits “comp time” as a replacement for overtime pay for hourly employees.** All overtime work must be authorized in advance. Although employees will be paid for all hours worked, including any overtime, working overtime without prior authorization may result in disciplinary action.

*Salaried* employees are expected to work as much of each workday as is necessary to complete their job responsibilities. No overtime is provided to *salaried* employees, **unless required by applicable law**.

**Reporting Errors**

MV Transportation takes all reasonable steps to ensure that employees are properly classified, paid for all hours worked, receive the correct amount of pay in each pay check, and paid promptly. If a mistake does occur and is called to the Company’s attention, corrections will be made promptly. The Company has an internal complaint procedure for any employee who believes they have not been properly compensated. Employees who believe they have been erroneously compensated must immediately notify the Payroll or the Human Resources Department or utilize any other reporting procedure set forth in this handbook. The Human Resources department will share the results of its investigation with the employee and immediately take any necessary corrective action. Employees are free to utilize this reporting procedure without fear of reprisal or retaliation. An employee who believes they have been retaliated against for reporting a compensation error should immediately report such a belief to the Human Resources department or the Open Door Hotline at 877-687-2338.
**Pay Adjustments**

Operators and other division-based hourly jobs typically are considered for pay adjustments tied to an anniversary date or other due date and are effective on the first day of the pay period following the anniversary date and/or due date.

**Operator Payroll Procedures**

MV has adopted procedures that govern compensation for operators including rate of pay, hours of work, training time, non-revenue and revenue work. Please refer to the policy posted at your division for additional information.

**Payroll Deductions**

The law requires that the Company make certain deductions from every employee’s compensation. Among these are applicable federal, state, and local income taxes. It is your responsibility to complete your W-4 form properly to ensure the proper amount of taxes are withheld.

The Company offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their pay to cover the costs of participation in these plans/programs, such as health insurance or 401(k). Payroll deductions may also occur in other circumstances, such as court ordered garnishments, pre-authorized deductions for uniforms or voluntary written authorization.

Salaried employees’ pay will not be “docked,” or subject to deductions, in violation of salary pay rules issued by the United States Department of Labor and state government, as applicable; however, the Company may make deductions from employees’ salaries in a way that is permitted under federal and state wage and hour rules. Employees will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law.

If concerns about any salary pay deductions arise, employees should discuss and resolve them with their supervisor or the Payroll Department or utilize any other reporting procedure set forth in this handbook.

**Compensation for Meetings/Training/Drug Testing**

Hourly employees will be paid their regular hourly rate for meetings, training and/or drug testing during regular work hours and a training rate for attendance occurring outside regular work hours. If an employee’s job classification does not have a specified training rate, the training rate is the applicable minimum wage.
**Travel Time**

Unless applicable law provides otherwise, hourly employees are paid their regular hourly rate for travel that occurs during their regular work hours. For travel outside regular work hours, travel time is paid at the applicable minimum wage. The Company will follow all applicable state or federal laws in determining whether travel time is treated as hours worked.

**Length of Service**

An employee’s start date, the date on which an employee began to receive wages, is considered their “date of hire”. MV will bridge an employee’s length of service if they voluntarily resigned, were in good standing when they resigned and return to the Company within 90 days of their resignation date.

**What to Do If You Have Questions about Compensation and Payroll Practices**

If you have any questions, concerns, comments, or complaints related to your compensation or the Company’s payroll practices, please direct those comments to your supervisor, any executive, the Payroll department, or the Human Resources department. You may also contact the Open Door Hotline at 877-687-2338.

**Hours of Work**

**Work Schedules**

Work schedules for employees vary throughout the Company. Supervisors will advise employees of their individual work schedules. Staffing needs, operation demands, and client service requirements may require variations in the total hours that may be scheduled each day and week. The Company does not guarantee hours of work or schedules.

**Rest and Meal Periods**

The Company complies with federal and state legal requirements concerning meal and rest periods, and you will be provided with meal and rest periods in accordance with applicable law. If you have any questions concerning the meal and rest break requirements for the location at which you work, please contact the Human Resources Department.

**Attendance and Punctuality**

To maintain a productive work environment, the Company expects employees to be reliable and punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the Company. All MV employees are required to report to work on time every day they are scheduled to work.
**Salaried employees**

If an employee is unable to report to work or will be reporting after a scheduled starting time for any reason, absent extenuating circumstances, the employee should personally call their supervisor. If their supervisor is unavailable a member of management or the Human Resources Department should be contacted. Messages should not be left with other employees. Absent extenuating circumstances, you must call in on any day you are scheduled to work and will not report to work.

Excessive absenteeism or tardiness may result in disciplinary action up to and including termination of employment. Each situation of absenteeism or tardiness will be evaluated on a case-by-case basis. Even one unexcused absence or tardiness may be considered excessive, depending upon the circumstances. Absent extenuating circumstances, an employee who fails to personally call their supervisor for two or more days to report absence will be considered to have abandoned and voluntarily terminated their employment.

**Hourly Employees**

The following applies to all non-introductory period employees and is based on a rolling twelve (12) month time period:

The policies outlined in this section do not limit the employee’s and the Company’s right to end the employment relationship at any time, for any reason not prohibited by law, with or without cause, and with or without notice unless otherwise required by the applicable bargaining agreement.

**Excused Absence**

Excused absences are approved requests for family medical leave (FMLA), kin care (if required by state law), personal leave, jury and/or witness duty, military, bereavement, pre-arranged vacation days or any other leave protected by law. Attendance points are not issued for excused absences.

Pre-arranged vacation days will be excused if:

1 - A MV "Request for Time Off" form is completed and approved by the Operations Manager, General Manager or Regional Vice President.

2 - These steps are completed per the division’s advance notice policy.
**Unexcused Absence**

Absenteeism is measured in points. Employees are required to call in for each day of work missed. All employees who will be absent or tardy are required to notify their supervisor or dispatch at least one (1) hour prior to the start of their shift. Notwithstanding the situations described below, if an absence occurs, or an employee fails to call within the appropriate time, because of a FMLA qualified serious medical condition, the employee's absence will not count as a point.

- An unexcused absence, where the employee calls in at least one (1) hour prior to the start of his/her shift, is counted as one (1) point.
- Unexcused absences up to three (3) consecutive days are counted as one (1) point, provided proper notice is given. After day three (3), each day of absence is counted as one (1) point unless the employee provides a doctor's note excusing the absence for up to a total of ten (10) days. After ten (10) days, each day absent will be counted as one (1) point. Absences exceeding ten (10) days may be considered for a leave of absence.
- Calling in less than one (1) hour in advance of your start time to report an absence or tardy is counted as one and one-half (1 ½) points.
- Failure to call more than one (1) hour after the start of a scheduled shift (No Call/No Show) is counted as four (4) points.
- A failure to complete the entire shift is counted as one (1) point.
- Missing a required meeting is counted as one (1) point.

**Tardiness**

- Arriving to work up to 15 minutes after your scheduled reporting time either for shift start or returning from rest or meal breaks is one-half (1/2) point.
- Reporting to work more than 15 minutes after a scheduled reporting time either for shift start or returning from rest or meal breaks will be counted as one (1) point.
- If an employee is tardy for their shift, the shift may be re-assigned and the employee sent home.

**Disciplinary Guidelines for Attendance**

All non-exempt employees will be issued an Employee Attendance Report documenting each occurrence.

Violations of more than one component of the attendance policy, will receive a single point assessment of the highest value.
Employees are allowed a maximum of seven (7) points within a rolling 12-month period before a written warning is issued. Points are removed from the employee’s record 12 months after they are issued. If an employee reaches ten (10) points within a rolling 12-month period, he/she will be terminated.

Clean Slate

If an employee goes “point free” for a consecutive six (6) month period, his/her attendance record will be wiped clean and any prior points will not be considered as a basis for disciplinary action.

Company Meeting Attendance

We require that all employees attend Company operations meetings, which include the monthly safety meetings. Failure to attend a mandatory Company meeting will result in one attendance point.

Attendance Policy for Non-Exempt Introductory Employees

MV expects new employees to demonstrate excellent attendance during their introductory period. Introductory period employees are permitted no more than one (1) point using the guidelines set above.

Attendance Policy for Exempt Employees

Due to the nature of exempt or salaried work, exempt employees are not subject to the Attendance/Tardiness Policy. Exempt employees are expected to maintain good attendance and complete all work assignments and meet the requirements of the position.

Job Abandonment

Unless otherwise prohibited by applicable law, an employee who does not report for three consecutive days’ scheduled shifts and does not contact the Company during this time period will be considered to have voluntarily resigned his or her position.

Emergency Closings and Seasonal Work

Emergency conditions, such as severe weather, fire, flood, or earthquake, can disrupt Company operations and interfere with work schedules, as well as endanger employees’ well-being. These extreme circumstances may require the closing down of operations partially, or business altogether. Time off due to emergency closings is generally unpaid.

Due to seasonal or holiday fluctuations of business, it is sometimes necessary to reduce hours below the normal level of hours worked. When this is necessary, such reductions will be based on certain factors, including but not limited to agency and client schedules, as well as driver seniority. Drivers should expect such slowdowns to include, but not be limited to, summers and seasonal holidays such as Thanksgiving or Christmas.
Employee Benefits

Health, Dental and Vision Insurance

Eligible, full-time employees are currently offered health, dental and vision insurance benefits as required by federal law and in accordance with the requirements of the plans. The details of those benefits, including eligibility requirements, are set forth in the plan documents themselves, and coverage and rates are subject to change periodically.

401(k)

Eligible, full-time employees may currently participate in the Company’s 401(k) plan. The plan documents govern the terms of the plan. If you would like information concerning the Company’s 401(k) plan, please contact the Human Resources Department.

Paid Time Off

Full-time employees are eligible to accrue Vacation or paid time off (“PTO”), subject to the applicable waiting period. Each location has its own accrual program for vacation or PTO. Please check with your manager or the division wage and benefit sheet for your vacation or PTO accrual rate and more specific information regarding the terms and conditions associated with the vacation or PTO program for your location. Vacation or PTO accrual is capped at 120 hours for hourly employees and 160 hours for salaried employees, unless otherwise regulated by state or other law. Unless prohibited by applicable law, vacation or PTO accrual will be suspended once the cap is reached, and accrual will begin again once vacation or PTO is used and the balance drops below the cap. Generally, employees should notify the division of the request to use vacation or PTO in accordance with the division’s advance notice policy. In the absence of an advance notice policy, employees should provide as much notice as possible for planned absences and no less than one week’s notice. In the event of unforeseeable circumstances, a shorter notice period may be acceptable. If a request for vacation or PTO is not approved and the employee is absent from work during that period, the employee is subject to discipline and may not be paid for that time off.

At the time of separation of employment, an employee will be paid all accrued and unused vacation or PTO, only if state or other applicable law requires that the Company pay the employee for accrued and unused vacation or PTO.

Vacation Cash-Out Policy

Drivers may cash out vacation pursuant to their division’s cash out policy.
**Paid Holidays**

Full-time employees are eligible for paid holidays, subject to the applicable waiting period. The list of paid holidays and any applicable waiting period are posted at each facility. Holiday pay will only be paid to a non-exempt employee if the employee has worked his/her scheduled work day preceding the holiday and has worked his/her scheduled workday following the holiday.

If a paid holiday falls on an employee’s day off or an employee is required to work on a holiday, the employee may receive an alternative day off or holiday pay, depending on the location’s policy.

If a holiday falls during any unpaid time off (leave or vacation for example), the employee will not receive holiday pay.

**Leave Policies**

The Company provides all leaves required by applicable federal, state, or other applicable law, including the following types of employee leaves listed below. Any unpaid leave of absence in excess of 30 days may impact vacation accrual, healthcare benefits and length of service for seniority or bidding purposes. Please see your manager for a copy of this policy which is also available on Portal or Sharepoint.

In addition to the leaves listed below, many states have created other protected leaves. Please see your state addendum for information regarding additional leaves available under state law.

All applicable leaves run concurrently. For example, if an employee takes time off for a serious health condition that resulted from a work-related injury, the workers’ compensation leave, state and federal family medical leave, if applicable, begin on the first day of absence.

Additional leaves of absence, other than those identified below, may be requested and will be considered on a case-by-case basis.

To the extent that any provision of this Leave Policy conflicts with any federal, state, or local law, the Company will follow all applicable laws irrespective of this policy and employees will be granted leave in accordance with all applicable laws. Where greater benefits than those described herein are required under applicable law, employees will receive those benefits.

IF YOU BELIEVE THAT YOU REQUIRE A LEAVE OF ABSENCE, PLEASE SEE YOUR STATE ADDENDUM AND CONTACT THE HUMAN RESOURCES DEPARTMENT AS SOON AS POSSIBLE FOR SPECIFIC INFORMATION REGARDING THE LEAVE POLICIES WHERE YOU ARE LOCATED. IF YOU BELIEVE YOU HAVE BEEN UNLAWFULLY DENIED LEAVE THAT YOU ARE ENTITLED TO UNDER APPLICABLE LAW, YOU MUST CONTACT THE
HUMAN RESOURCES DEPARTMENT OR UTILIZE ANY REPORTING PROCEDURE SET FORTH IN THIS HANDBOOK.

Workers’ Compensation

MV purchases Workers’ Compensation Insurance for employees who incur a work-related injury or illness. Any illness or injury to an employee, regardless of severity, that occurs while on the job must be reported. Any employee who has suffered a work related injury or illness has the right to make a workers' compensation claim. The employee may then be sent to a Company approved medical facility for treatment or examination, which may determine whether follow-up care is necessary. While on Workers’ Compensation leave or while on a Temporary Modified Work assignment, employees shall conform to all applicable rules, policies and procedures. Employees will not be discriminated or retaliated against for presenting a Workers’ Compensation claim, hiring a lawyer to represent the employee in the claim, commencing a proceeding before a worker’s compensation board or commission, or testifying in such a proceeding.

Employees are required to fully cooperate with MV and MV’s Workers’ Compensation adjuster/administrator in the management of their claim. Failure to attend scheduled medical appointments without a reasonable basis may result in employee being sent home without pay pending an updated work status.

All employees who are involved in a workplace accident or incident resulting in property damage or any person being required to obtain medical attention will be subject to a drug and alcohol test (if allowable by state or other applicable law) and may be placed on unpaid “safety leave” until the results of the test are known.

Temporary modified work may be offered to those employees who have sustained a compensable workers’ compensation injury and who have been released by an authorized health care provider to return to work with medical and/or physical restrictions. Temporary modified work may be assigned for up to 26 weeks per claim.

The Company may establish the temporary modified work day and work week based on the restrictions set forth by the authorized health care provider. Temporary modified work days shall not exceed 8 hours per day or 40 hours per week to ensure temporary modified duty employees do not work overtime.

Prior to acceptance of temporary modified work, the employee shall be furnished a written temporary modified work offer indicating the temporary modified work duties. Employees accepting this work shall receive their normal regular hourly rate of pay for the temporary modified work they perform. Please see your manager for a copy of this policy which is also available on Portal or Sharepoint.
Prior to returning to full-duty work, employees may, depending on circumstances or the nature of the injury, be subject to a return-to-work medical examination by a Company-approved doctor.

**Reporting Employee Injuries or Illnesses**

Employees are required to immediately report, as soon as possible, unless in the circumstances it would not be reasonable to do so, all on-the-job injuries and illnesses to their General Manager, Safety Manager, Dispatcher or immediate supervisor. Failure to timely report any incident, regardless of whether or not it results in injury or property damage, may result in disciplinary action up to and including termination. Please see our Safety Policy for more information on Incidents and Incident Reporting.

**Family and Medical Leave**

Employees have rights to family and medical leave under the Federal Family and Medical Leave Act of 1993. The Company provides Family and Medical Leave in accordance with both federal and any state or other applicable law.

**Eligibility for Family and Medical Leave.**

Employees who have worked at the Company for at least 12 months, who have worked at least 1,250 hours during the previous 12 months, and who work at a location where at least 50 employees are employed by the Company within 75 miles are eligible for Family and Medical Leave. Where the Company has assumed an existing contract, the time an employee has worked for a previous contractor is considered in this calculation.

**Types of Family and Medical Leave Available.**

State and federal laws allow Family and Medical Leave for various reasons. Because an employee’s rights and obligations may vary depending upon the reason of the Family and Medical Leave, it is important to identify the reason for the leave. Family and Medical Leave is available for the following reasons:

- The birth, adoption, or foster care of an employee’s child within 12 months following the birth or placement of the child (“Bonding Leave”).
- To care for an immediate family member (spouse, registered domestic partner, child or domestic partner’s child, or parent with a serious health condition) (“Family Care Leave”).
- An employee’s inability to work because of a serious health condition (“Serious Health Condition Leave”), as defined by law.
- A “qualifying exigency,” as defined under the FMLA, for military operations arising out of a spouse’s, child’s or parent’s Armed Forces (including the National Guard and Reserves) active duty or call to active duty in support of a “contingency operation” declared by the U.S. Secretary of Defense, President, or Congress, as required by law. (“Military Exigency Leave”).
To care for a spouse, child, parent, or next of kin (nearest blood relative) who is (a) an Armed Forces member (including the National Guard and Reserves) undergoing medical treatment, recuperation, or therapy, is otherwise in an outpatient status, or is otherwise on the temporary disability retired list with a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties, or (b) a person who, during the five (5) years prior to the treatment necessitating the leave, served in the active military, Naval, or Air Service, and who was discharged or released therefrom under conditions other than dishonorable (a "veteran" as defined by the Department of Veteran Affairs) and who has a serious injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran (“Service Member Family Leave”).

How and When to Request Leave.

If you need Family and Medical Leave, you must provide the Company notice of the need for leave. To request foreseeable leave (such as following the birth of a child or for planned surgery), you should fill out an Application for Leave of Absence form, which is available from Human Resources at least 30 days in advance and submit the form to your Division Manager. When the need for leave is not foreseeable, you must give notice as soon as possible and, if possible, the notice should be in writing. Any request for leave should provide the Company with enough information to determine whether the leave qualifies as Family and Medical Leave.

Medical Certification Requirement.

If your leave is due to a serious health condition, either your own or a family member’s, you will be required to furnish Medical Certification from a health care provider. Medical Certification forms are available from Human Resources. Failure to provide the required certification may result in the delay, denial, or cancellation of leave. If the certification shows that your absence does not qualify under the FMLA, the FMLA designation will be revoked retroactive to the first day of your leave and you may be subject to MV’s attendance policy. The Company may require recertification during your leave.

At the Company's expense, the Company may also require a second or third medical opinion regarding your own serious health condition. Employees are expected to cooperate with the Company in obtaining additional medical opinions that the Company may require.

When leave is for planned medical treatment, you must try to schedule treatment so as not to unduly disrupt the Company's operation. Please contact the Human Resources department prior to scheduling planned medical treatment.
For Military Exigency Leave, employees are required to provide: (a) as much advance notice as is reasonable and practicable under the circumstances; (b) a copy of the covered military member's active duty orders when the employee requests leave; and (c) a completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date. Certification forms are available from the Human Resources department.

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If you fail to return to work at your leave's expiration and have not obtained an extension of the leave, the Company may presume you do not plan to return to work and voluntarily terminate your employment.

**Amount of Leave Available.**

The maximum amount of FMLA Leave will be twelve (12) workweeks in any 12-month period when the leave is taken for: 1) Bonding Leave; 2) Family Care Leave; 3) Serious Health Condition Leave; and/or 4) Military Exigency Leave. However, if both spouses work for the Company and are eligible for leave under this policy, their leave may be limited to a combined total of 12 weeks if the leave is taken for Bonding Leave or Family Care Leave, under certain circumstances. A 12-month period begins on the date of your first use of FMLA Leave.

The maximum amount of Family and Medical Leave for an employee wishing to take Service Member Family Leave will be a combined leave total of twenty-six (26) workweeks in a 12-month period.

**EXAMPLE:** You take 12 workweeks off to bond with a newly adopted child. Later, in that same 12-month period, you wish to take time off from work to care for a spouse, child, parent or next of kin under the Service Member Family Leave provision of this policy. Because the law allows extra time off for Service Member Family Leave, you will be allowed to take this time off, so long and the total amount of leave does not exceed 26 workweeks.

If both spouses work for the Company and are eligible for leave under this policy, the spouses may be limited to a total of 26 workweeks off between the two when the leave is for Service Member Family Leave only or is for a combination of Service Member Family Leave, Bonding Leave and/or Family Care Leave.

Under some circumstances, you may take Family and Medical Leave intermittently – which means taking leave in blocks of time, or by reducing your normal weekly or daily work schedule.

**How the Amount of Leave is Calculated.**

The Company will calculate Family and Medical Leave on a "rolling 12-month basis." This means that the 12-month period is measured backwards from the date an employee uses any Family and Medical Leave. Each time an employee
takes Family and Medical leave, the remaining leave entitlement would be any balance of the 12-week annual entitlement (or 26 weeks, if applicable) that had not been used during the immediately preceding 12 months.

**Benefit Continuation.**
During Family and Medical Leave, your group health insurance will be maintained under the same conditions as if you were working. If you are on paid leave, your share of the premium, if any, will be deducted from your pay. If you are on unpaid leave, you must make the premium payments yourself on a monthly basis. If employee premium payments are more than 30 days late, insurance coverage may be terminated. You will be required to reimburse the Company for any premium payments you missed that the Company pays on your behalf.

You will not continue to accrue vacation or PTO while on unpaid Family and Medical Leave.

**Reinstatement.**
Under most circumstances, you will be reinstated to the same position held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, because the maximum entitlement under the FMLA is 12 weeks (or 26 weeks for Service Member Family Leave), this right to reinstatement will not apply to leaves that continue after the amount of leave you are entitled to is exhausted. Additionally, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave.

"Key employees," as defined by law, may be subject to reinstatement limitations in some circumstances. If you are a "key employee", you will be notified of the possible limitations on reinstatement at the time you request a leave.

**Pay Status.**
Family and Medical leave is generally unpaid leave. However, if you have any accrued PTO, you may be required to use that accrued time. Under these circumstances both the paid and unpaid leave count as Family and Medical Leave.

You may be eligible to receive benefits through State-sponsored, Company-sponsored, or some other wage-replacement benefit programs.

**Fitness for Duty.**
If you are taking medical leave due to your own serious health condition, you must provide a return to work release from your health care provider before you return to work. The return to work statement should be submitted to the Leaves Manager in the Benefits Department. Employees returning to work after 30 days or more break in service will be required to undergo a background check, return-
to-work physical and drug test, as permitted or required by applicable federal or state law which includes but is not limited to regulations and requirements set forth by the DOT, FTA, FMCA, OSHA and ADA.

**Status Update.**

While you are on leave, the Company may require you to periodically confirm your status and your intention to return to work. Any employee who decides while on leave that he or she will not be returning to work at the end of the leave should immediately inform the Company.

**Fraudulent Use of Leave.**

If the Company determines that an employee has obtained leave or continued to take leave under the state or federal family and medical leave laws based on fraudulent, dishonest or misleading conduct of any kind, the employee will be subject to immediate termination.

A Notice to Employees of Rights Under FMLA is attached to this policy, as Appendix 2.

**Bereavement**

If an employee wishes to take time off due to the death of an immediate family member, the employee should notify his or her supervisor immediately. Immediate family member is defined as spouse, domestic partner, child, domestic partner’s child, sibling, parent (or person who raised you), grandparent or grandchild. Hourly employees may be granted unpaid time off of up to one week for bereavement leave. See your division or location for specific policies regarding bereavement leave. Salaried employees may take paid time off of up to three days (five days if air travel is required) for bereavement leave.

**Jury Duty**

A leave of absence will be granted if an employee is required to appear for jury duty. An employee must notify their supervisor immediately upon receipt of your selection notice. Exempt employees are entitled to full pay for each day of jury duty or service as a witness if they work anytime during the week of jury duty. If no work was performed during the week, the employee will not be compensated. Unless applicable law provides otherwise, non-exempt employees will not be compensated; however, the absence will be considered excused and the employee will continue to accrue other benefits, such as vacation or PTO. Employees may use any accrued vacation or PTO for the period of the jury duty leave. Employees are expected to report to work whenever the court schedule permits.
**Administrative Leave**

Unless prohibited by law, employees are required to report any life event that could potentially disqualify them from employment based on our Qualification standards. The employee may be placed on unpaid administrative leave until a final disposition has been provided by the appropriate authoritative agency.

**Employee Performance and Conduct Policies**

**Performance Appraisals**

Exempt employees and non-exempt staff employees will ordinarily be reviewed annually during a common review date of January 1. The appraisal will be discussed in a meeting between the employee and the supervisor. The supervisor and employee will review the job requirements, performance objectives, or other performance criteria. A performance rating will be assigned and an annual pay review may be provided.

**Conflicts of Interest**

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. Our Code of Conduct outlines our policies regarding conflicts of interest.

**Reference Checks**

No employee may provide a reference check, letter of reference, verification of employment or disclose any performance or employee information to any outside party at any time on either a current or past employee. All requests for reference checks or verifications of employment must be forwarded to Human Resources at the Support Center. The Company only provides confirmation of employment, dates of employment and position held. No performance or termination information may be disclosed.

**Outside Employment**

An employee may hold a job with another organization as long as he or she satisfactorily performs his or her job responsibilities with the Company. Employees should consider the impact that outside employment, whether paid or voluntary, may have on their health and physical endurance. All employees will be judged by the same performance standards and will be subjected to the scheduled needs of our clients, regardless of any existing outside work requirements. In some divisions, operators are required to report hours worked as a driver for another employer on a daily basis. Under certain circumstances a log may be required. Your General Manager has more information.
**Hiring of Relatives**

MV Transportation is a family oriented company and encourages family and friends of employees to consider making MV their company too. However, relatives in the same area of the company may not supervise each other or direct each other’s work. Exceptions to this policy must be approved by the Chief Human Resources Officer.

**Anti-Fraternization Policy**

In order to promote the efficient operation of the Company’s business and to avoid misunderstanding, complaints of favoritism, other problems of supervision, security, and morale, and possible claims of sexual harassment, members of management and supervisors are forbidden to date or pursue romantic or sexual relationships with employees whom they supervise, directly or indirectly. Employees who violate this guideline will be subject to discipline, up to and including termination of employment.

**Confidentiality and Proprietary Information**

During the course of employment, employees may receive and have access to confidential information. All employees are expected to respect and maintain the confidentiality of employee and customer records, business records, data and other information not otherwise available to the public. Upon separation of employment, an employee must return all documents, records, or any property that belongs to the Company or is related to Company business. Any programs, writings, or other material developed by an employee as part of his or her work at the Company is property of the Company.

The protection of confidential business information during and after your employment is important to the interests and the success of this Company. Such confidential information includes, but is not limited to the following examples:

- Technological Data
- Operations Data: customer lists, trip sheets, financial & billing information, schedules, dispatch logs, policy or program manuals
- Marketing plans and strategies, or project plans or proposals
- Personnel or labor information such as names, titles, employee phone numbers, medical and benefit information, training materials or labor relations strategies

Nothing in this policy, however, should be construed to prohibit employees from discussing their terms and conditions of employment amongst themselves.
Electronic Data Systems Policy

The Company maintains a computer system, a voice-mail system and an e-mail system to assist employees in conducting Company business. These systems, including the equipment and data stored in the systems, are the exclusive property of the Company. As such, all messages created, sent, received or stored in these systems are and remain the property of the Company.

The Company’s e-mail and computer systems and resources are not to be used for any non-business purposes, entertainment, personal communications and other personal use or any illegal, harassing, inappropriate, pornographic, libelous or obscene purpose during or outside work hours. The only exception is for limited personal uses, subject to the limitations and guidelines set forth in this Handbook and of the Internet, Newsgroup and Electronic Mail Policy. This policy allows for reasonable personal use of the internet during an employee’s own time (non-working time), for example at the beginning of the day, during the lunch break and again at the end of the working day, and so long as it does not interfere with your work and/or the work of other employees. The Company’s electronic data systems may not be used to solicit or proselytize for commercial ventures, religious or political causes, outside organizations, or other non-job-related solicitation.

Because the computer systems and resources remain Company property, employees should have no expectation of privacy with regard to these systems and resources. All computers and Company equipment are subject to search at any time. Additionally, MV reserves the right to discontinue an employee’s access to any computer systems and resources at any time.

The Company reserves the right to access, read, review, and monitor all messages, images, programs, files, and content on the Company's email, voicemail, computer and internet systems, and employees should have no expectation of privacy in this regard. You are advised that any incidences of inappropriate use may result in disciplinary action up to and including termination of employment.

Examples of ‘inappropriate usage’ would be:

- visiting sites with sexual or offensive context
- transmitting, receiving, viewing, or storing words or images of a discriminatory or harassing nature or that are obscene, vulgar, derogatory, or inflammatory
- excessive personal use of the internet during working hours
- any usage, including, streaming radio, music and video, with legal implications such as copyright and performing rights
- any use that would violate any Company policy or rule or any federal, state, or local law
The above are illustrative examples, and are not intended to be exhaustive.

Employees are prohibited from downloading or uploading “executable” files, music, videos, or any software without advance written approval by the Director of Information Technology. Additionally, employees are prohibited from copying software without advance written approval by the Director of Information Technology.

Please see the Internet, Newsgroup and Electronic Mail Policy for more detail.

**Software Code of Ethics**

Unauthorized duplication of copyrighted computer software violates the law and is contrary to our organization’s standards of conduct. The Company prohibits all copying or pirating of software, and the use, duplication, or dissemination of copyrighted materials in violation of copyright laws is prohibited. The Company recognizes the following principles as a basis for preventing its occurrences:

- Employees are prohibited from making or using unauthorized software copies under any circumstances.
- Employees must comply with all license or purchase terms regulating the use of any software we acquire or use.
- Employees must comply with, and enforce, MV’s internal controls to prevent the making or using of unauthorized software copies, including effective measures to verify compliance with these standards and appropriate disciplinary measures for violation of these standards.

**Social Media Policy**

The Company respects the legal rights of its employees and understands that employees' time outside of work is their own. However, employees should be mindful that their social media activity, even if done off premises and while off-duty, could affect the Company's legitimate business interests. For example, the information posted could be the Company's confidential business information. In addition, some readers may mistakenly view you as a spokesperson for the Company. Consequently, social media activity is a legitimate and proper focus of Company policy.

This Social Media Policy (the "Policy") provides guidance on responsible social media activity by employees. This Policy does not and cannot cover every possible social media activity. If you are unsure how this Policy may apply to your social media activity, the Human Resources Department is here to help you. For purposes of this Policy, "social media activity" includes all types of posts and other communications on the Internet, including but not limited to, posts on social networking or affinity sites (such as Facebook, LinkedIn, and Tumblr); blogs and other on-line journals and diaries; bulletin boards and chat rooms; microblogging, such as Twitter; and posts of video or audio on media-sharing sites, such as
YouTube or Flickr. “Social media activity” also includes permitting, or failing to remove, posts by others where the employee can control the content of posts, such as on a personal page or blog.

Application:

This Policy applies to social media activity that relates in any way to the Company's business, employees, customers, vendors, or competitors or that identifies an employee's affiliation with the Company (other than as an incidental mention of place of employment in personal social media activity unrelated to the Company). This Policy applies to social media activity when on or off duty, while using the Company's or personal electronic resources, and whether or not the employee posts anonymously or using a pseudonym.

Guidelines:

The Company values its established brand reputation and good will relationships. These are important corporate assets. When you engage in social media activity that identifies you as a Company employee, or in any way relates to the Company, you should bear that in mind. Unless you have received prior authorization in writing from an authorized Company representative, you should not represent or suggest in any social media content that you are authorized to speak on the Company's behalf, or that the Company has reviewed or approved your content.

You may use the Company's electronic resources to engage in social media activity for non-business purposes during your own time (non-working time), so long as it does not interfere with your or your co-workers' job responsibilities, and complies fully with all Company policies. You may not maintain an open connection to, or stream, any social media site. Such non-business use is a privilege that may be withdrawn if abused.

Your social media activity is subject to all pertinent Company's policies, including, but not limited to the Code of Conduct, Equal Employment Opportunity, Confidentiality, Anti-Discrimination/Anti-Harassment Policy, and Electronic Data Systems Policy.

The Federal Trade Commission requires that endorsements be truthful and not deceptive. If your social media activity endorses the Company's products or services, i.e., expresses opinions, beliefs, findings or experiences concerning the Company's products or services, you must disclose your name and position with the Company.

You should not post content about the Company, management, co-workers, vendors, or customers that is vulgar, obscene, physically threatening, intimidating, defamatory, harassing, or a violation of the Company's policies against discrimination or harassment. You should not unlawfully disparage the
Company’s products or services, or the products or services of its customers, vendors or competitors.

You should not use the Company’s logo, trademark or proprietary graphics (collectively, "IP") for any commercial purpose, such as selling or advertising any product or service, without the Company’s prior written consent. You should not use the Company’s IP in a way which suggests that you are representing the Company or while engaging in conduct that violates Company policy.

You should not disclose, or post images or video of, any of the Company's trade secrets or confidential business information or of any confidential business processes.

You should not post images or video of the Company's employees, customers, vendors or competitors without their prior permission.

To reduce the risk of identity theft, stalking, and similar criminal conduct, you should not disclose personally identifying information (such as personal telephone numbers, Social Security numbers, the date of birth, credit or debit card numbers or financial account numbers) of the Company's employees, customers, vendors or competitors.

Consistent with applicable law, members of management should not gain unauthorized access to the restricted social media page of a subordinate. Any employee may reject, without fear of retaliation, any request from any other employee that, if accepted, would permit access to a restricted social media page - such as a friend or connection request.

Employees may not use their Company e-mail address to register for any social media account or site, or as an identifier needed to participate in any social media activity, except to engage in social media activity authorized by the Company and for the Company's business purposes. Employees may reference the Company as their employer and include contact information on social and professional networking sites only, such as LinkedIn and Facebook.

If you need clarification of any aspect of this policy, contact the Human Resources Department. You should report all violations of this policy to the Human Resources Department or utilize any reporting mechanism set forth in this handbook.

The Company will, in its discretion, review social media activity to the fullest extent permitted by applicable law.

Employees are solely responsible for their social media activity and will be held accountable for violating this Policy. Failure to comply with this Policy may lead to discipline, up to and including termination of employment, and if appropriate, the Company will pursue all available legal remedies. The Company also may report suspected unlawful conduct to appropriate law enforcement authorities.
The Company will not construe or apply this Policy in a manner that improperly interferes with or limits employees' rights under the National Labor Relations Act.

**Workplace Violence**

MV Transportation is firmly committed to providing a workplace free from acts of violence or threats of violence. In keeping with this commitment, the Company has established a policy strictly prohibiting any employee from threatening or committing an act of violence in the workplace, while on duty, while on company related business, or while operating any vehicle or equipment owned or leased by the Company.

Assistance is needed from all employees to achieve a workplace secure and free from violence. MV is committed to a “zero tolerance” policy and compliance with this policy in respect to workplace violence is every employee’s responsibility. Any and all incidents involving an act or threat of violence must be reported immediately to the employee’s supervisor or the Human Resources department. Any employee may do so without fear of retaliation of any kind. After the incident is reported to a supervisor, he/she will report the matter to the Human Resources department, who will conduct an investigation and take appropriate action.

Any employee who engages in or contributes to violent or threatening behavior may be subject to disciplinary action, up to and including termination.

**Weapons Policy**

The Company is committed to ensuring the safety of our employees, customers, clients, contractors, and visitors. In furtherance of this commitment, the Company maintains a weapons-free workplace (except as otherwise provided by law) and strictly enforces the prohibition of the use, carrying, or possession of deadly weapons or destructive devices while on the Company’s property and/or while performing related work or duties for the Company. Employees are also prohibited from keeping or storing weapons or destructive devices in their vehicles in parking areas, unless state law requires that employees be allowed to store or transport certain types of firearms in their own locked vehicles in Company parking areas.

Examples of deadly weapons or destructive devices: firearms, including but not limited to, handguns, rifles, pellet guns, and similar devices; knives with the exception of pocket knives; instruments capable of inflicting a heavy blow, including, but not limited to, nightsticks, clubs and similar devices; explosive devices, including but not limited to bombs, grenades, and similar devices and other devices whose primary purpose is the infliction of bodily harm.

Although some states license individuals to carry concealed firearms, the Company prohibits them on Company property or while participating in work-related duties for the Company. A violation of this policy is considered gross misconduct and will result in immediate discipline and/or termination.
Customers, clients, contractors, or other visitors who violate this policy will be asked to immediately leave the Company’s premises and may be subject to arrest and prosecution by law enforcement officials for any criminal acts.

**Discipline**

Any violation of MV Transportation policies or any inappropriate or improper behavior or conduct may warrant disciplinary action. Although the employment relationship may be terminated at will by the employee or the Company, without following any formal system of discipline or warnings, the Company may, in its discretion use progressive discipline. The progressive discipline system is intended to give the employee advance notice, whenever possible, of problems with their conduct or performance to provide the employee with an opportunity to correct their actions. Normally, progressive discipline involves verbal counseling and one or more written warnings, before an employee is terminated. However, deviations from progressive discipline may occur when serious offenses occur or circumstances warrant alternative measures in the Company’s sole discretion. If your employment is governed by a valid collective bargaining agreement, discipline will be governed by that agreement.

Work rules are needed to ensure the safety and well-being of all employees. The purpose of Work Rules is not to punish employees; instead, it is intended to inform employees regarding expectations and provide a framework for coaching and counseling. The Company reserves the right to skip steps in the disciplinary process whenever it determines circumstances warrant. Work Rules are divided into two groups of offenses:

1. **Minor Violations** will usually be addressed in a four-step process (although the Company need not follow this sequence):
   - First violation – Counseling session/verbal warning
   - Second violation- written warning
   - Third violation – Final warning and/or unpaid suspension
   - Fourth violation – Termination

2. **Major Violations** will warrant disciplinary action up to a final warning and/or unpaid suspension, or termination.
Minor Violations
The Company need not follow any particular sequence of discipline and may impose immediate suspension or discharge where circumstances warrant. Violations may be personally observed or reported, or observed via DriveCam and Other Video Systems or Electronic Systems, including GPS and mobile data terminals. Examples of minor violations include, but are not limited to, the following types of workplace behavior.

1. Failure to follow work policies, procedures or duties
2. Failure to follow personal appearance standards
3. Use of abusive or profane language
4. Use of personal radios while operating a Company vehicle.
5. Eating or drinking while operating a Company vehicle.
6. Violation of the Internet, Newsgroup and Electronic Mail Policy, not considered to be a major violation

Major Violations
Major violations will result in termination or other serious discipline. Violations may be personally observed or reported, or observed via DriveCam and Other Video Systems or Electronic Systems, including GPS and mobile data terminals. Examples of major violations include, but are not limited to, the following types of workplace behavior:

1. Reporting to work or working under the influence, possessing alcohol or illegal drugs in the workplace, or any violation of MV’s Drug and Alcohol Policy
2. Deliberately damaging or abusing property
3. Carelessness or horseplay resulting in property damage in excess of $5,000 or personal injury
4. Insubordination, including the refusal and/or failure to follow a directive, to perform assigned work, or to encourage others to do either
5. Violation of confidentiality and proprietary information policy
6. Harassment prohibited by Company policies
7. Violations of State, Federal, County or Municipal laws, regulations or requirements that would disqualify you from employment under MV’s hiring criteria, with the exception of moving violations while driving which are governed by the MV Safety Point System. Employees are required to report such arrests and/or convictions within 24 hours.

8. Additional violations of the MV Safety Policy, Attendance Policy, Substance Abuse Policy Violations, or misuse of Company vehicles and/or equipment, including but not limited to:
   - Operating without a valid license appropriate for that vehicle, equipment or service.
   - Driving on a suspended license
   - Driving a commercial vehicle without a valid medical card
   - Transporting school children without proper school bus certification as required by applicable law
   - Un-insurability as a vehicle operator
   - Negligent use of a Company owned or provided vehicle or equipment
   - Unauthorized use of a Company owned or provided vehicle or equipment including transporting unauthorized passengers
   - Use of a personal cell phone while operating a Company vehicle

9. Falsification of any records, such as medical forms, time records or employment applications, or making false statements

10. Unprofessional or disorderly verbal or physical conduct directed towards coworkers, passengers, clients or any third party while acting as a representative of the Company.

11. Engaging in a romantic or sexual relationship with a passenger who is unable to provide meaningful consent.

12. Entering a passenger’s home while in service or in Company uniform without a legitimate business purpose

13. Possession of weapons or explosives on Company premises

14. Conviction of driving under the influence, reckless driving or hit-and-run driving whether on or off the job, in a Company or private vehicle, for employees performing safety sensitive functions
15. Use of Company property or Company garages for personal vehicle repair
16. Failing to pass initial, ongoing or changed qualification standards
17. Dishonesty, theft, or improper handling of company assets or cash
18. Gross negligence

**Vehicle Citations**

In addition to any potential safety point assessments, vehicle citations are the responsibility of the employee. MV will not pay for parking tickets or citations issued to Company vehicles or employees on Company time unless required by law. It is the responsibility of the employee to obey all traffic laws and to operate a vehicle in a safe and legal manner.

**Personal Appearance**

When at work, employees are expected to present a professional appearance and to dress according to the requirements of their position.

Every employee is expected to practice daily hygiene and good grooming. Scents – whether artificial or natural – should not be distracting to other employees or our passengers.

Where required, employees must come to work in a clean, pressed uniform. Those who report for work inappropriately dressed will be sent home unpaid and directed to return to work in proper attire. For safety reasons, the following appearance standards also apply for all operators and safety sensitive positions:

- Leather, rubber soled shoes must be worn
- Long hair extending past the shoulders must be tied back
- Fingernails cannot exceed 1/2" past the tip of the fingers
- Dangling jewelry, including earrings, is not permitted

If the employee’s shift needs to be covered by another employee, the employee may forfeit his/her entire days shift at the manager’s or supervisor’s discretion. If sent home, the employee will be issued an attendance occurrence noted as an absence.

**Smoking**

Smoking (both cigarette and e-cigarette) is expressly forbidden in or near Company vehicles at all times. This rule applies to everyone - employees, passengers, clients and the general public. It is also prohibited for any employee to smoke in any MV facility or garage. Employees wishing to smoke must do so on their own time and a minimum of 20 feet from a facility or bus.
**Solicitation**
MV prohibits:

- Solicitation and distribution of goods, services, or literature by non-employees on Company premises
- Solicitation by employees on Company premises when the person soliciting or the person being solicited is on working time (Working time is the time employees are expected to be working and does not include your scheduled meal or other authorized breaks.)
- Distribution of goods and/or literature by employees on Company premises in non-working areas during working time, as defined above
- Distribution of goods and/or literature by employees on Company premises in working areas

*Note:* A “working area” is an area, usually inside production areas or offices, where work is performed. It includes halls and aisles used in the course of employees’ work. It also may include outside areas like the yard. “Working area” generally does not include break rooms, cafeterias, employee parking lots and Company grounds or recreation areas.

**Confidentiality of Information**
MV treats employee information as confidential. MV will only release employee information upon 1) written authorization, 2) court order, 3) as necessary in accordance with business needs and to administer benefits, or 4) to meet other contractual or legal requirements.

**Security Inspections**
Employees should not have an expectation of privacy in Company equipment such as desks, lockers, and computers. Desks, lockers, computer and communications systems are the property of the Company and therefore can be inspected by any agent or representative of the Company at any time, either with or without prior notice. The Company has the right to inspect packages and persons on, entering and/or leaving Company property. Any employee who wishes to avoid inspection of any articles or materials should not bring such items onto the Company’s premises.

**Employee Personnel Files**
MV Transportation retains the right not to provide an employee with any duplications or copies of any paperwork within his/her personnel file, unless otherwise provided by applicable law. Access to and documents from an employee’s personnel file will be provided to employees as required by applicable law. Employees who are interested in reviewing the contents of their personnel file should complete the Personnel File Review Form and submit it to their Manager of Human Resources to schedule a mutually convenient time for an appointment.
To ensure that MV’s personnel files are up-to-date and contain accurate, complete information, employees are asked to notify their supervisor or Human Resources of any changes that need to be made in any of the following categories:

- Name
- Telephone number
- Home address
- Individual to notify in case of an emergency

**Safety and Incident Policies**

**Safety Hotline**

Since the safety, health and welfare of our employees, passengers and public is our number one priority at MV, we have established an Employee Safety Hotline to report any safety problems or concerns. Our safety hotline number is 1 - 877 – MVSAFE - T (687-2338). Concerns including vehicle maintenance issues, unreported incidents, failure to secure wheelchairs, office safety issues, etc. should be reported to the Employee Safety Hotline. You are also expected to report any instances to your supervisor so your concerns can be immediately addressed.

**Incident**

Any occurrence, event or action (regardless of how minor) which does not follow Company procedures or presents a threat or problem to MV, its passengers, public or its employees is considered an incident. Any occurrence involving a passenger while under the care, custody and control of MV and its employees is considered an incident. Any contact between your vehicle and another person, vehicle or object is considered an incident whether or not there was damage or injury.

**Incident Reporting**

All incidents, regardless of how minor, must be immediately reported per MV’s ‘Incident Reporting’ procedure. Failure to timely report any incident, regardless of whether or not it results in injury or property damage, may result in disciplinary action up to and including termination. **For workplace injuries, please refer to our ‘Workers’ Compensation’ policy.**
**Major Safety Incidents**

For incident reporting purposes, a major incident is one involving a transit vehicle or occurring on MV property. This includes, but is not limited to:

- Fatality
- Pedestrian or cyclist incident/injury
- Passenger incident or injury involving a lift
- Passenger incident or injury while entering or exiting a vehicle
- Passenger incident or injury involving improperly securing a passenger
- Preventable roll-away incident
- MV Operator is cited for a major/serious moving violation (reckless driving, DUI)
- Any injury (including to the MV Operator) requiring immediate medical attention away from the scene
- Property damage of at least $5,000
- Environmental spills
- Vehicle roll-over/lay-over
- Vehicle fire
- Incidents with Operator allegation of equipment or maintenance failure
- Events with potential for negative public relations and/or news media coverage
- Incidents where Operator drug and/or alcohol use may be involved
- Incidents where fault is in question
- Any use of a cellular telephone or electronic device while operating a company vehicle

**Minor Safety Incidents**

All other incidents that do not meet the definition of a “major” incident.
Subrogation of Incident or Injury Claims

Every employee is expected to protect MV’s rights to subrogate for reimbursement of vehicle damages, Workers’ Compensation payments and related costs, Medical and Dental Insurance payments and related costs, and other payments/costs which result from the negligence of third-parties. Employees must obtain concurrence from MV (Risk Management for Workers’ Compensation claims or Human Resources for Medical/Dental claims) prior to signing any “release of liability” from any responsible third-party or third-party insurer.

Safety Investigation Leave

Any employee involved in a major incident will be placed on administrative leave while the incident is being investigated to determine root causes and preventability. Administrative leave is unpaid unless the incident is determined to be non-preventable. Employees may perform other non-safety sensitive functions if available and/or appropriate until final determination is made.

Electronic Systems

The company employs numerous technologies, including DriveCam, video systems, GPS and mobile data terminals in order to help ensure the safety of the driver and passengers, compliance with Federal, State and Local driving laws as well as regulations for both the driver and the motoring or pedestrian public. Any recording resulting from these technologies may be used as evidence in the investigation and may result in the issuing of appropriate disciplinary action.

Safety Point System

MV safety results are directly related to the actions and behaviors of our employees. At-risk behaviors lead to incidents and injuries. Therefore all MV safety sensitive employees are subject to a Safety Point Program rating which assesses cumulative points for at risk safety behaviors or actions.

Any work related incident, which involves an employee at MV will be investigated and may result in Safety Points being assigned. If the incident is determined to have been "preventable" by the MV employee, then it will be considered a preventable incident. While an incident may not be legally considered your "fault", it will be treated as preventable, regardless of the cost to MV. Even minor damage incidents cost the Company money in terms of repairs, lost vehicle or driver time, staff time, etc. Any damage to a Company vehicle will automatically be assessed to the most recent employee who drove that vehicle and who failed to report it on a daily vehicle inspection sheet.
Preventability of Incidents and Injuries

The determination as to whether an incident could have been "preventable" will be made by the Division Safety Manager and General Manager. It is subject to review by the Area Safety Director and/or the Region Vice President. If there is a disagreement it will be given to the Vice President of Safety. The Chief Safety Officer has the final determination of preventability on all incidents.

Disciplinary Action

Any employee who has a preventable incident will be subject to re-training and/or discipline up to and including termination based on the safety point system.

Although most situations will be addressed by issuing safety points, MV reserves the right to impose discipline, up to and including termination, for any unsafe act, failure to follow safe work practices and/or procedures, or negligent operation of a Company vehicle regardless of the point assessment under the Safety Point System. Unsafe behaviors are also subject to disciplinary action regardless of whether they lead to injury. Such discipline must be approved by the Chief Safety Officer or a Company President.

Accruing Safety Points

DriveCam and Other Video Systems events/incidents will be assessed safety points based on the current version of the DriveCam and Other Video Systems Points Policy. DriveCam and Other Video Systems Points may result from both coached and auto-resolved events/incidents. DriveCam and Other Video Systems Points are included and considered when applying the following Maximum Allowable Safety Points section. The good-faith filing of a workers’ compensation claim shall not accrue safety points or discipline.

All preventable incidents will be assigned points in the following manner:

Failure to cycle wheelchair lift ................................................................. One (1) point
Failure to do a proper vehicle inspection (DVI) .......................... One (1) point
Driver unbelted or improperly belted when legally required ........ One (1) point
Failure to stop at a Railroad Crossing .............................................. One (1) point
Unsafe maneuver(s) or act(s) ............................................................. Two (2) points
Conviction of a minor traffic violation .............................................. Two (2) points
Backing incident or collision ............................................................. Three (3) points
Rear-end collision ............................................................................ Three (3) points
Failure to provide door-to-door service, to include failure to properly load/unload a passenger via the lift ......................... Three (3) points
Preventable incident and/or collision up to $15,000 in injuries or property damage .......................................................... Four (4) points
Preventable incident or collision up to $20,000 in injuries and/or property damage ........................................................ Five (5) points
Preventable incident or collision in excess of $20,000 in injuries and/or property damage ................................................... Six (6) points
Any preventable roll-away incident or collision regardless of damage amount ........................................................................ Six (6) points
Failure to properly secure/transport a mobility device ................... Six (6) points
Failure to properly secure/transport a paratransit passenger ........ Six (6) points
Failure to immediately report a citation or incident in a Vehicle while in Company service................................................. Six (6) points
Tampering with, disabling, obstructing, abusing, disconnecting, or otherwise interfering with Drive Cam or other monitoring equipment ........................................................ Six (6) points
Any use of a cellular telephone or electronic device while operating a vehicle in Company Service ....................................... Six (6) points
Conviction of a major traffic violation * ......................................... Six (6) points

(*) A major traffic violation is any citation, in either a personal or company vehicle, that involves any item listed under Major Safety Incidents and/or: (1) Driving while intoxicated or under the influence of alcohol or drugs; (2) Failure to stop and immediately report an incident in which you are involved; (3) Homicide, manslaughter, or assault arising out of the operation of a motor vehicle; (4) Driving while your license is suspended or revoked; (5) Reckless driving; (6) Possession of open container or alcoholic beverages; and/or (7) Speed contests, drag racing, or attempts to flee from an officer of the law, (8) leaving the scene of an accident.

To be clear, and notwithstanding any other language in the Safety and Incidents Policy, an employee will not receive safety points or be otherwise disciplined simply because an incident results in an injury or a worker’s compensation claim.

**Maximum Allowable Safety Points**

For introductory employees:

The occurrence of a preventable incident during the introductory period will result in termination. Receipt of four (4) or more points during the introductory period, outside of preventable incidents, will result in termination. In addition, receipt of two (2) separate safety point assessments during the introductory period will result in termination, regardless of the employee’s total point count.
For non-introductory period employees:

In any rolling 18 month period of employment, receipt of six (6) or more points will result in termination. Any infraction which occurred more than eighteen months prior would no longer be included in the safety point count. In addition, receipt of three (3) separate safety point assessments in any rolling one year period will result in termination, regardless of the employee’s total point count.

Safety Point Hearing

If an employee feels that he/she has been issued safety points improperly, a point count hearing may be requested. Point count hearing requests must be made within five (5) business days of the point assessment to your supervisor. The supervisor will contact the Area Safety Director to conduct the hearing within ten (10) business days of the request.

The hearing panel will consist of three of the following people: Vice President of Safety, Area Safety Director, General Manager, Assistant General Manager and/or Safety and Training Manager. The hearing will be chaired by the Vice President of Safety or the Area Safety Director. Decisions by the panel must be signed-off and approved by the Regional Vice President and the Chief Safety Officer to be binding.

Retraining

MV reserves the right to require an employee to attend retraining in addition to any discipline imposed. Failure to attend mandated re-training courses may result in disciplinary action up to and including termination.

All customer service related incidents which do not result in termination are subject to retraining from the MV customer service program (Ergometrics START program) or other approved Customer Service Training Module using the applicable section of the training that will apply to the incident. This must be accomplished within one week of the incident date.

All vehicle-related incidents which do not result in termination are subject to retraining using the approved Defensive Driving Training Programs. This must be accomplished within one week of the incident date.

Retraining may also be required based on an unacceptable onboard or field inspection.

MVR Records

All employees in safety sensitive positions who will operate a vehicle in Company service (either on a regular or occasional basis) must provide a copy of their Motor Vehicle Record (MVR). MVR’s may also be checked during employment. Such employees must report to their supervisor a citation received in either a vehicle in Company service or personal vehicle within 24 hours. Failure to report a citation will result in immediate termination.
MV retains the right to access your MVR during employment. If an operations employee in a position requiring a driver’s license has his/her license suspended, restricted or revoked, as a result of a vehicle citation, his/her employment may be terminated at the sole discretion of the company.

**Statements at the Scene of an Incident**

Under no circumstances is a MV Operator to discuss the circumstances of a vehicular incident occurring while in the course of his/her duties for MV or make any statement about the incident with anyone other than with police, MV division/safety personnel, MV Risk Management personnel, MV attorneys, and/or MV Third Party Claims Administrator personnel. Drivers are to give their names, addresses, telephone numbers, vehicle insurance, and driver's license information. Any further information can be obtained by contacting the General Manager or the Area Safety Director.

**Leaving the Scene of an Incident or Injury**

Under no circumstances is a MV Operator to leave the scene of an incident without first doing each of the following:

1. Immediately reporting the incident to the division.
2. Providing any and all claimants or other parties in the incident the personal and Company information required by law and needed to make a claim.
3. Obtaining all information regarding other vehicles and parties involved.
4. Obtaining authorization from the dispatcher to leave the incident scene.
5. Taking pictures of the vehicles involved and the incident scene as well as sketching out the scene of the incident on the incident diagram form.

**Safety Inspections**

All employees are subject to inspections to ensure safe, quality service for our passengers. Inspections will be done at random as well as scheduled times. Types of inspections include field inspections, on-board evaluations, vehicle inspection audits and facility inspections.
Wheelchair Lift Deployment

Under no circumstances is a MV employee to leave a wheelchair lift partially or completely in the down position outside of the vehicle while not physically there and able to alert any pedestrians to the potential danger. Under no circumstances is the vehicle to be driven unless the wheelchair lift is safely and properly stowed in its secure folded position.

Safety Meetings

Safety meetings are a critical component of our safety program and assist MV in managing contractual and refresher training requirements. All operations employees are required to attend a minimum of one safety meeting per month.

Return of Property

Employees must return all Company property at the time of termination, resignation or layoff, or immediately upon request. Where permitted by law, the Company may withhold from the employee's pay or final pay the cost of any items that are not returned. The Company may also take all action deemed appropriate to recover or protect its property.

Use of Personal Cell Phones and other Electronic Devices

The use of cell phones for personal calls during your working hours is discouraged and should be limited to break or meal periods. Where a client contract prohibits drivers from carrying personal cell phones, the use of personal cells phones is prohibited. Any use of a personal cell phone or other non company-issued electronic device, hands-free or not, during the operation of a company vehicle is prohibited.

Preparedness for Work and Alertness Management

It is the Operator’s responsibility to report for duty well rested, with proper equipment and uniform and in sufficient time as required to perform his/her duties.

Professional operators must get adequate rest – ideally a minimum of eight hours – before coming to work. Every operator is responsible for coming to work well rested, as there is a significant risk of fatigue-related incidents. If an operator is not properly rested or is fatigued, they must report their condition to a supervisor or manager immediately.
APPENDIX 1

Federal and State Agencies
Local, state and federal employment discrimination agencies that enforce the laws against sexual harassment and discrimination in California, Maine, Massachusetts, Rhode Island, and Vermont and for government contractors can be contacted at the phone numbers and addresses listed below.

Federal
The Office of Federal Contract Compliance Programs (OFCCP)
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C.  20210
Phone (800) 397-6251
TTY (202) 693-1337
OFCCP-Public@dol.gov

California
Department of Fair Employment and Housing
Sacramento District Office
2000 O Street, Suite 120
Sacramento, CA 95814
Phone (800) 884-1684
Fax (916) 323-6092

Equal Employment Opportunity Commission
901 Market Street, Suite 500
San Francisco, CA 94103
Phone (415) 356-5100

Maine
Main Human Rights Commission
51 State House Station
Augusta, ME 04333
Phone (207) 624-6050
Fax (207) 624-6063
TTY/TTD (888) 577-6690

Equal Employment Opportunity Commission, Area Office
John F. Kennedy Federal Building
Government Center, Room 475
Boston, MA 02203
Phone (617) 565-3200
Massachusetts

Massachusetts Commission Against Discrimination
1 Ashburton Place, Room 601  436 Dwight Street
Boston, MA 02108   Springfield, MA 01103
Phone (617) 994-6000   Phone (413) 739-2145

Equal Employment Opportunity Commission, Area Office
John F. Kennedy Federal Building
Government Center, Room 475
Boston, MA 02203
Phone (617) 565-3200

Rhode Island

Rhode Island Commission for Human Rights
180 Westminster Street
Providence, RI 02903
Phone (401) 222-2661

Equal Employment Opportunity Commission, Area Office
John F. Kennedy Federal Building
Government Center, Room 475
Boston, MA 02203
Phone (617) 565-3200

Vermont

Vermont Attorney General's Office
Civil Rights Unit
109 State Street
Montpelier, VT 05602
Phone (802) 828-3171

Equal Employment Opportunity Commission, Area Office
John F. Kennedy Federal Building
Government Center, Room 475
Boston, MA 02203
Phone (617) 565-3200
APPENDIX 2

EMPLOYEE RIGHTS AND RESPONSIBILITIES

UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement
FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements
Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections
During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements
Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition
A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave
An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employee's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave
Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities
Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave.

Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities
Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers
FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement
An employer may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosure.

For additional information:
WWW.WAGEHOUR.DOL.GOV
EMPLOYEE HANDBOOK ACKNOWLEDGEMENT FORM

I have received a copy of the September 2016 MV Employee Handbook, and I have reviewed and understand its provisions. If at any time I do not understand a policy in this Handbook or any other Company policy, I will seek clarification from my supervisor or the Human Resources Department. Unless otherwise provided under the terms of an applicable Collective Bargaining Agreement or other valid contract, I understand the Company is an ‘at will’ employer and, as such, employment with the company is not for a fixed term or definite period and may be terminated at the will of either party, with or without cause and without prior notice.

I understand that the Handbook states certain of the Company’s policies and practices in effect on the date of publication. I UNDERSTAND THIS HANDBOOK DOES NOT CONSTITUTE A CONTRACT OF EMPLOYMENT. I UNDERSTAND THAT NOTHING CONTAINED IN THIS HANDBOOK MAY BE CONSTRUED AS CREATING A PROMISE OF FUTURE BENEFITS OR A BINDING CONTRACT WITH THE COMPANY FOR BENEFITS OR FOR ANY OTHER PURPOSE. Unless otherwise provided under the terms of an applicable Collective Bargaining Agreement, arbitration agreement, or other valid contract, I also understand that the Company’s policies and procedures may be amended, supplemented, modified or terminated at any time, with or without notice.

______________________________  _______________________
Employee Signature            Date

______________________________
Employee Name (please print)
5.2 MV Public Transportation, Inc. Best and Final Offer

MV Public Transportation, Inc. Best and Final Offer response to LTA's RFP #2018-01 - Operation of San Benito County Express and Specialized Transportation Services has been inserted into this AGREEMENT's Exhibit D. AGREEMENT page numbering will be off due to the digital process of inserting the Best and Final Offer file.
September 5, 2018

Ms. Mary Gilbert, Executive Director
San Benito County Local Transportation Authority
330 Tres Pinos Road, Suite C7
Hollister, California 95023

RE: San Benito County Local Transportation Authority ("LTA"), Request for Proposal Number 2018-01 for Operation of San Benito County Express and Specialized Transportation Services.

Dear Ms. Gilbert:

Thank you for taking the time to meet with MV’s management team this past Monday, August 27, 2018. MV is in receipt of your letter dated August 27, 2018.

Pursuant to that letter, MV respectfully submits the following clarifications and revised price proposal to the above-referenced procurement. We hope that these explanations provide ample clarification; however, should LTA require any further additional information, please do not hesitate to contact me at any time.

I remain your primary contact for this procurement and I am authorized to make representations for MV Transportation, Inc., to include all its subsidiaries, joint ventures, partnerships, and affiliates (the bidding entity). I can be reached any time of day at 707.330.0755 or cristina.russell@mvtransit.com. Additionally, Mr. Joe Escobedo, senior vice president will serve as your secondary contact; he can be reached any time of day at 623.340.3209 or joe.escobedo@mvtransit.com. Please direct all correspondence related to this and all future procurements to MV’s bid office located at 479 Mason Street, Ste. 221 Vacaville, CA 95688.

Thank you for your ongoing consideration of MV Transportation, Inc. We look forward to working with you throughout the remainder of this procurement.

Best regards,

Cristina Russell
Vice President
1. **CE:** In Section 7.2.12 of the Redlined RFP requires one dispatcher to be on duty for 40 hours per week and 8 hours over the weekend. The detailed Labor Wage from and budget form A-4 show you will have two full time dispatchers and no part-time dispatchers.

This is correct, MV’s proposal accounts for two full time dispatchers. We understand that this level of coverage is more than what is required by the RFP; however, this coverage will provide for the required weekday and weekend dispatch/customer service with additional coverage to allow road supervision, management of the eligibility application process, and enhanced customer service measures such as vehicle cleaning oversight, secret rider/caller administration to be performed by the operations manager in the new term. If the County has decided that this level of coverage is not desired, MV is able to reduce this to the required coverage only. This adjustment would require the operations manager to first ensure coverage for dispatch/customer before being able to conduct road supervision duties.

2. **CE:** Response to Question 3 state that “all hours of service” a Dispatcher/Customer Service Representative will be available. Does this include the extended hours of Intercounty service (5 am to 9 pm weekdays, 7:30 am to 6 pm weekends)?

Thank you for the clarification on this item. MV’s proposal accounts for dispatcher/customer service office coverage for 73 hours per week. MV can adjust the daily schedule according to the County’s wishes during contract negotiations, as directed in the responses to questions from the County. While this level of coverage is more than what is required in the RFP, MV felt that providing this level of coverage will be beneficial to the service based on the justification provided in the response above to Question #1 and our understanding that heightened customer service leads to ridership growth.

3. **CE:** For the Secret Rider Program, are the cost of the gift cards and free rides already include in the provided proposal cost, or will LTA be billed as a line item on the monthly invoice? How will your firm monitor and control free trips? Will the Secret Rider participants also receive training/instructions on how to check for ADA compliance?

MV has included the cost for this program in its proposal. The free trips will be booked and monitored by MV’s general manager and indicated on the monthly invoice. The Secret Rider participants will receive orientation and instruction on how to properly complete the trips and complete the required paperwork, including monitoring ADA compliance.

4. **CE:** What is the price for the Syncromatics system listed in the proposal?
Based on the installation of Syncromatics AVL for four (4) fixed route vehicles, the costs are as follows. Please note that this installation includes the use of CalAmp GPS units for the GPS/AVL signal not MDTs. Should San Benito County decide in the future to add features such as Automatic Passenger Counting, Fare integration and other enhancements, MDTs would be required to replace the CalAmp unit. MV has offered the pricing for the lower cost implementation but can provide MDT costs, if desired.

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(Includes Project Management for TRACK setup and installation, hardware, software and monthly data plans).

5. CE: The purchase of a pressure washer is not a requirement of this RFP. Please update your cost to reflect this change.

Thank you for this clarification, MV has removed the pressure washer cost from its proposal and will plan to use a pressure washer provided by the County for vehicle washing.

6. ST: Please provide more information on how the ST service would be combined with CE, for example, will ST riders be in the same bus as CE riders, or will they be separate since they will receive different levels of service (door-through-door) versus curb-to-curb)? Also, provide more information on how outreach would be conducted to inform the public of upcoming changes and feedback if ST and CE services were combined?

The ST and CE services will continue to be run with separate vehicles and ridership will not be combined. However, operators and staff will be used interchangeably between the two services to ensure optimal efficiency and coverage.

If ST and CE services were combined under one contract with MV Transportation, MV would conduct outreach in partnership with the County to ensure that the riding public was well-informed and prepared prior to the contract start in January. This would begin with a town hall meeting immediately following contract award to introduce MV as the new ST services operator. Ridership would learn about the company and the tools that it brings to benefit the service, but the primary goal of the townhall is to get the ridership comfortable with us as the operator.

Further, the team will schedule visits to the senior lunch programs and senior center to follow up on this initial communication and offer continued assurance of our commitment to them and the community. This outreach to the passengers is done simultaneously with the outreach to the incumbent team. MV will provide as much continuity in operator as possible to limit any
disruption to the passengers. Upon contract award, MV would schedule an implementation meeting with LTA staff to review and fine tune all transition plans to ensure a seamless transition.

7. ST: Sections 1.4.2, 2.4.2, 7.4.3, and 7.4.4 require the ST service provider to provide door-through-door services. Your proposal only provided door-to-door services. Please address how you will meet this requirement and update your cost to reflect this change.

MV understands the requirement for door-through-door services, we apologize that our proposal misstated this as door to door. From a cost perspective, MV’s pricing has accounted for 6,700 vehicle revenue hours as outlined in the RFP requirements for ST services and understands that this time includes time the operator spends escorting passengers through the door of the residence/facility. From a training perspective, MV will meet this requirement through its AVATAR training program. While the course outline/syllabus is the same for both CE and ST services, additional guidance and instruction will be provided to distinguish the difference between the two services and the ways to properly transport and escort ST passengers. Further, the operators will be clearly instructed regarding the County’s definition of door-through-door for each service type to ensure MV is providing the expected level of service. For example, the specificity regarding language translation services limited to the registration area for OOCMT services.

8. ST: Please give us some examples of door-through-door services your firm provides to frail and disabled individuals that are beyond what is required by federally defined paratransit services.

MV was founded in San Francisco, providing services to individuals very similar to those requested by the County’s ST services. The history in providing paratransit transportation services equals more than 43 years. The company Today, more 33 percent of the company’s contracts have a paratransit component. MV’s current experience in providing door-through-door services is through its contracts with the following:

- City of West Hollywood, CA - MV began providing dial-a-ride and TLC Services for door-through-door service in 2014. These customized transportation services are offered to seniors and disabled community members who require additional assistance. MV provides attendants for each trip to assist passengers from their door/interior of their pickup location to the vehicle and to their destination.

- San Mateo County Health System – MV has provided inter-facility transportation for behavioral health clients since 2010. The service transports mentally, cognitively and/or
physically disabled clients. MV provides transportation services and escort services, upon request by the County.

- **San Mateo County Transit District RediCoast ADA Paratransit Services** – MV has operated these services for SamTrans since 2003. The service provides some door through door services for its agency group passengers transporting riders into group facilities and provides a shopping shuttle service as part of this ADA contract.

- **California Regional Center Services** - MV provides transportation services for clients of various regional centers between their homes and locations throughout several locations in Northern and Central California. Regional centers are nonprofit private corporations that contract with the California Department of Developmental Services to provide or coordinate services and support for individuals with developmental disabilities. These passengers include adults and young children, and require a greater degree of care and assistance.

  o **Alta California Regional Center (ALTA):** Alta is MV’s oldest regional center contract, which MV has operated for two decades from its Sacramento location. MV operates 29 vehicles for these services.

  o **Valley Mountain Regional Center (VMRC):** MV provides more than 50,000 trips annually throughout the San Joaquin Valley region. Using a fleet of 30 vehicles, MV has been a partner to VMRC since 1997.

  o **Golden Gate Regional Center (GGRC):** MV provides transportation for GGRC in San Mateo County using a fleet of 28 vehicles. Service for this regional center began in 2002.

  o **North Bay Regional Center (NBRC):** MV most recently began providing transportation throughout the North Bay in 2018.

- **Emergency Transportation Services, Edward Hines, Jr. VA Hospital, Department of Veterans Affairs (Chicago, IL)** - MV has provided emergency transportation services for veterans traveling to the Edward Hines, Jr. VA Hospital since June 2014. Passengers using this service are pre-authorized by a VA clinician, and require transportation in a specially equipped van.

- **San Francisco Veterans Administration (Past Contract)** – From 1998 – 2015, MV operated for the Department of Veterans Affairs to provide Ground Transportation Special Needs service for the San Francisco Veterans Affairs Medical Centers which
service major facilities in Santa Rosa, Eureka, Ukiah, Clearlake, San Bruno, and Downtown San Francisco, California. MV transported ambulatory and non-ambulatory veterans, as well as their service animals, to and from the San Francisco Veterans Affairs Medical Center and six outpatient clinics. This service was door-through-door and required specialized care to include gurney transfers and hand-to-hand transfers.

9. ST: Your proposals for the combined CE and ST services do not show any increase in customer service/dispatchers employees. How do you propose to provide excellent customer service for 32% more vehicle revenue hours without more customer service/dispatcher staff?

MV’s proposal for CE services already accounts for a higher number of dispatch/customer service staff than is required by the RFP. This level of staffing was developed with an in-depth understanding of how MV’s CE operation functions today and how we would like to adjust it to meet the County’s expectations for service in the future, under the new contract. We feel that our 2 FTE employees in this role will be sufficient to cover the addition of the ST services, especially with as needed support from our full time operations manager. Please also see items #1 and #2 above for more detail regarding MV’s plans for the operations office staffing.

10. ST: Explain how your firm will provide adequate service to ST customers while providing the additional 6700 vehicle revenue hours, using only 3 additional drivers when a typical full-time worker works about 1850 (2000hr/year less paid breaks, vacation and sick time)? These 3 drivers will have to do vehicle pre-checks and cleaning/fueling in addition to the vehicle service hours.

MV’s proposal accounts for 3 FTE operators for the ST services, each at 1,956 hours per year. We have accounted for vehicle pre and post inspections, cleaning and fueling time. One of the benefits of combining ST and CE services is that there are 14 FTE operators in our proposal for the CE services, which can be used to support adequate ST service operation, as they have additional time in their schedules currently.

11. ST: In your firm’s proposal, service evaluation for CE would be provided using the Secret Rider Program, but how will ST service quality be monitored? Due to the small pool of riders for ST, a Secret Rider would not be effective.

The company will conduct quality assurance audits through complaint analyses, passenger feedback sessions, observed vehicle operator ride checks, unannounced vehicle operator service checks, and mobility device securement spot checks. These reviews identify where
MV’s customer and service quality are working, and where new initiatives are needed. These types of quality checks ensure that customer service techniques remain current and effective. These will be performed for both service types.

12. Other items Added by the Panel: To be provided via email, if any.

Your current union agreement calls for an average 4% increase of pay for drivers. Your proposal calls for an average 2.4% increase in hourly costs and an average 2.3% in fixed costs. Please explain how you will be able to provide adequate pay increases and cover increasing health care costs with your proposed hourly rates?

MV’s proposal accounts for an expected turnover in our operator roster. This turnover and subsequent reduction in overall seniority accounts for the overall difference between the wage scale increase and MV’s cost increase.
COMBINED OPERATION OF CE & ST

Price Proposal

For the combined operation of CE and ST, provide a proposed fixed monthly rate to operate both services, a rate per revenue vehicle hour for CE and a separate rate per revenue vehicle hour for ST. The combined operation of CE and ST shall be in compliance with the Agreement, RFP Section 6 and Scope of Work RFP Section 7. Form must be fully completed in order for the entire proposal to be deemed responsive.

### Estimated Annual Revenue Vehicle Hours (RVH)

<table>
<thead>
<tr>
<th></th>
<th>CE= 22,900</th>
<th>ST= 6,700</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rates</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fixed Monthly Rate for operation of both CE and ST</td>
<td>$29,620</td>
<td>$30,407</td>
</tr>
<tr>
<td>Rate Per Revenue Vehicle Hour (RVH) for CE Service</td>
<td>$36.24</td>
<td>$36.56</td>
</tr>
<tr>
<td>Rate Per Revenue Vehicle Hour for ST Service</td>
<td>$36.24</td>
<td>$36.56</td>
</tr>
<tr>
<td>Annual Costs</td>
<td></td>
<td></td>
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<tr>
<td>Fixed Rate per Month multiplied by 12 months</td>
<td>$355,440</td>
<td>$364,678</td>
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<tr>
<td>CE Rate per RVH Multiplied by Estimated Annual CE RVH</td>
<td>$829,984</td>
<td>$817,114</td>
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<tr>
<td>ST Rate per RVH Multiplied by Estimated Annual ST RVH</td>
<td>$242,834</td>
<td>$244,920</td>
</tr>
<tr>
<td>Total Annual Cost (Fixed Monthly Rate + Hours Based Cost)</td>
<td>$1,428,258</td>
<td>$1,446,912</td>
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</table>

Name of Submitting Firm: MV Public Transportation, Inc.

Name and Title of Authorized Signer: Amy Bauer, Assistant Corporate Secretary

Total Cost for 8 Years (3 Base Years + 5 Option Years): $12,543,014

Date: Sept. 6, 2018
### FORM A-4
Submit two forms if your firm has selected Option 1A or 1B

**DETAILED COSTS FOR:**

<table>
<thead>
<tr>
<th>Management</th>
<th>Base Year 1</th>
<th>Base Year 2</th>
<th>Base Year 3</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>January 1, 2019 to December 31, 2019</td>
<td>January 1, 2020 to December 31, 2020</td>
<td>January 1, 2021 to December 31, 2021</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>FIXED*</td>
<td>Hour-Based**</td>
<td>TOTAL</td>
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<tr>
<td>General/Manager</td>
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<td>82,000</td>
<td>84,565</td>
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<td>63,898</td>
<td>65,455</td>
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<td>Dispatchers</td>
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<td>Other labor (Provide Staff Position Detail)</td>
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<td>-</td>
<td>-</td>
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<td>Bus/Employee Insurance (Provide Staff)</td>
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<td>8,262</td>
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<td>Other Bus/Employee Benefits</td>
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<td>-</td>
<td>-</td>
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<td><strong>Subtotal</strong></td>
<td>247,540</td>
<td>247,540</td>
<td>263,340</td>
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**FURNISHING SERVICES**

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<th>Base Year 2</th>
<th>Base Year 3</th>
</tr>
</thead>
<tbody>
<tr>
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<td>January 1, 2019 to December 31, 2019</td>
<td>January 1, 2020 to December 31, 2020</td>
<td>January 1, 2021 to December 31, 2021</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>FIXED*</td>
<td>Hour-Based**</td>
<td>TOTAL</td>
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<td>Telephone and Internet</td>
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<td>16,941</td>
<td>16,974</td>
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<td>Other Supplies</td>
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<td>3,199</td>
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<td>Other (Provide Staff Position Detail)</td>
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<td><strong>Subtotal</strong></td>
<td>20,981</td>
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**Name of Proposing Firm:**

Mr Public Transportation, Inc.
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<tr>
<th>Cost Items</th>
<th>Base Year 1 January 1, 2019 to December 31, 2019</th>
<th>Base Year 2 January 1, 2020 to December 31, 2020</th>
<th>Base Year 3 January 1, 2021 to December 31, 2021</th>
</tr>
</thead>
<tbody>
<tr>
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<td>FIXED</td>
<td>Hour-Based</td>
<td>TOTAL</td>
</tr>
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<td><strong>INSURANCE</strong></td>
<td>A. Property and Casualty Liability</td>
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<td>89,318</td>
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<td>B. General Liability</td>
<td>69,954</td>
<td>69,954</td>
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<td></td>
<td>C. Automobile Liability (Revenue &amp; Non-Revenue Vehicles)</td>
<td>16,965</td>
<td>56,995</td>
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<tr>
<td></td>
<td>D. Automobile Physical Damage (Revenue &amp; Non-Revenue Vehicles)</td>
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<td>12,055</td>
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<tr>
<td></td>
<td>E. Other Insurance Premiums (Provide Detail)</td>
<td>-</td>
<td>-</td>
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<tr>
<td></td>
<td>F. Performance Bond</td>
<td>-</td>
<td>-</td>
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<tr>
<td></td>
<td><strong>Subtotal</strong></td>
<td>178,438</td>
<td>178,438</td>
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<tr>
<td><strong>ANNUAL LICENSES</strong></td>
<td>A. Corporate License</td>
<td>-</td>
<td>-</td>
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<tr>
<td></td>
<td>B. Insurance License</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>C. Personal Property Tax</td>
<td>1,758</td>
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<tr>
<td></td>
<td><strong>Subtotal</strong></td>
<td>1,758</td>
<td>1,758</td>
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<tr>
<td><strong>VITURAL EQUIPMENT, LEASING AND MAINTENANCE</strong></td>
<td>A. Non-Revenue Vehicle-Cost</td>
<td>9,791</td>
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<tr>
<td></td>
<td>B. Other Equipment (Provide Detail)</td>
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<tr>
<td></td>
<td>C. Copy Equipment and Meters</td>
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<td>8,383</td>
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<tr>
<td></td>
<td>D. Phone Support</td>
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<tr>
<td></td>
<td>E. Vehicle Repair</td>
<td>-</td>
<td>-</td>
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<tr>
<td></td>
<td>F. IT Equipment and Computers</td>
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<td>3,553</td>
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<tr>
<td></td>
<td><strong>Subtotal</strong></td>
<td>18,910</td>
<td>18,910</td>
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<tr>
<td><strong>MISCELLANEOUS</strong></td>
<td>A. Membership Fees &amp; Subscriptions</td>
<td>200</td>
<td>200</td>
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<tr>
<td></td>
<td>B. Registration</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>C. Employee Lunches</td>
<td>1,683</td>
<td>1,683</td>
</tr>
<tr>
<td></td>
<td>D. Commercial Licensing</td>
<td>431</td>
<td>431</td>
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<tr>
<td></td>
<td>E. Non-Revenue Vehicle Taxi</td>
<td>2,810</td>
<td>2,810</td>
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<tr>
<td></td>
<td>F. Non-Revenue Vehicle Maintenance</td>
<td>7,447</td>
<td>7,447</td>
</tr>
<tr>
<td></td>
<td>G. Field Communications</td>
<td>564</td>
<td>564</td>
</tr>
<tr>
<td></td>
<td>H. Employee Monitoring</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>I. Cell Phone Plan</td>
<td>1,200</td>
<td>1,200</td>
</tr>
<tr>
<td></td>
<td>J. Other (Provide Detail)</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>K. Drug/Alcohol Testing, Physicals/MVRs</td>
<td>4,933</td>
<td>4,933</td>
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<tr>
<td></td>
<td>L. Blood Alcohol Monitoring</td>
<td>8,252</td>
<td>8,252</td>
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<tr>
<td></td>
<td><strong>Subtotal</strong></td>
<td>25,222</td>
<td>25,222</td>
</tr>
<tr>
<td><strong>FINANCIAL &amp; PROFESSIONAL</strong></td>
<td>A. Corporate Overhead and Allocations</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>B. Taxes</td>
<td>16,076</td>
<td>16,076</td>
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<tr>
<td></td>
<td><strong>Subtotal</strong></td>
<td>115,032</td>
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<tr>
<td><strong>TOTAL COSTS</strong></td>
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</tbody>
</table>
START-UP COSTS FOR OPTION:

**THIS FORM SHOULD REFLECT ALL START-UP COSTS. IDENTIFY THE COST FOR EACH OF THE FOLLOWING COMPONENTS AND DESCRIBE ANY COST THAT IS INCLUDED IN THE 'MISCELLANEOUS EXPENSE SECTION UNDER 'START UP COSTS'**

<table>
<thead>
<tr>
<th>Item</th>
<th>Proposed Start-Up Cost for Option Selected Above</th>
</tr>
</thead>
<tbody>
<tr>
<td>Utilities/Telephone</td>
<td></td>
</tr>
<tr>
<td>Office supplies</td>
<td></td>
</tr>
<tr>
<td>Operator uniforms</td>
<td></td>
</tr>
<tr>
<td>Relocation costs</td>
<td></td>
</tr>
<tr>
<td>Training costs</td>
<td></td>
</tr>
<tr>
<td>Wage/benefit costs</td>
<td>$7,857</td>
</tr>
<tr>
<td>Insurance</td>
<td></td>
</tr>
<tr>
<td>Inventory set-up costs</td>
<td></td>
</tr>
<tr>
<td>Leasehold improvements</td>
<td></td>
</tr>
<tr>
<td>Corporate support/profit</td>
<td></td>
</tr>
<tr>
<td>Other miscellaneous costs (describe)</td>
<td></td>
</tr>
<tr>
<td>1. Mobile Eye Install</td>
<td>$7,000</td>
</tr>
<tr>
<td>2</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Recruitment advertising</td>
<td></td>
</tr>
<tr>
<td>Recruitment bonuses</td>
<td></td>
</tr>
<tr>
<td>Outside trainer lodging/travel</td>
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</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$14,857</strong></td>
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### FULL TIME LABOR WAGES

<table>
<thead>
<tr>
<th>No. of FTE's</th>
<th>Position</th>
<th>Lowest Wage</th>
<th>Highest Wage</th>
<th>Eligible For Medical Insurance</th>
<th>Eligible for Dental/Vision</th>
<th>Eligible for 401K</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>General Manager</td>
<td>$82,000</td>
<td>$82,000</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>1</td>
<td>Operations Manager/Led Dispatch</td>
<td>$30.72</td>
<td>$30.72</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
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<tr>
<td>2</td>
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<td></td>
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<tr>
<td>1</td>
<td>Dispatchers</td>
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<td>$25.26</td>
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<td>Y</td>
<td>Y</td>
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<td>2</td>
<td>Bus Operators</td>
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<td>$23.27</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
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<td></td>
<td>Total FTE's</td>
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### PART TIME LABOR WAGES

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<tr>
<th>No. of FTE's</th>
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<th>Lowest Wage</th>
<th>Highest Wage</th>
<th>Eligible For Medical Insurance</th>
<th>Eligible for Dental/Vision</th>
<th>Eligible for 401K</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>General Manager</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>2</td>
<td>Operations Manager/Led Dispatch</td>
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<td></td>
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<td>2</td>
<td>Dispatchers</td>
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<td>2</td>
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<td>Total FTE's</td>
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</tbody>
</table>
Form A-7 Submit two forms if your firm has selected Option 1A or 1B

LABOR BENEFITS FOR:  

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<tr>
<th>Number Full Time Employees</th>
<th>Contractor Paid Individual Health Care Per Employee</th>
<th>Employee Paid Health Individual Care Per Employee</th>
<th>Contractor Paid Family Health Care Per Employee</th>
<th>Employee Paid Health Family Care Per Employee</th>
<th>Contractor Paid Vision and Dental Per Employee</th>
<th>Employee Paid Vision and Dental Per Employee</th>
<th>Contractor Paid Retirement Per Employee</th>
<th>Employee Paid Retirement Per Employee</th>
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<tbody>
<tr>
<td>A Management:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 General Manager</td>
<td>1</td>
<td>$4,524</td>
<td>$1,680</td>
<td>$4,524</td>
<td>$1,680</td>
<td>-</td>
<td>$486</td>
<td>$20 per dollar contributed, up to 6% of salary based on employee contribution</td>
</tr>
<tr>
<td>2 Operations Manager/Lead Dispatch</td>
<td>1</td>
<td>$4,524</td>
<td>$1,680</td>
<td>$4,524</td>
<td>$1,680</td>
<td>-</td>
<td>$486</td>
<td>$20 per dollar contributed, up to 6% of salary based on employee contribution</td>
</tr>
<tr>
<td>B Other Proposed Management (Provide Staff Position Detail)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C Dispatchers</td>
<td>2</td>
<td>$4,524</td>
<td>$1,680</td>
<td>$4,524</td>
<td>$1,680</td>
<td>-</td>
<td>$486</td>
<td>$20 per dollar contributed, up to 6% of salary based on employee contribution</td>
</tr>
<tr>
<td>D Relief Dispatcher</td>
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</tr>
<tr>
<td>E Bus Operators</td>
<td>13</td>
<td>$5,876</td>
<td>$1,104</td>
<td>$5,105</td>
<td>$13,512</td>
<td>-</td>
<td>$458</td>
<td>$20 per dollar contributed, up to 6% of salary based on employee contribution</td>
</tr>
<tr>
<td>F Bus Cleaner (Optional)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>G Other Labor (Provide Staff Position Detail)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Z Total FTE's</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>17</td>
</tr>
</tbody>
</table>
**Form A-7** Submit two forms if your firm has selected Option 1A or 1B

<table>
<thead>
<tr>
<th>LABOR BENEFITS FOR:</th>
<th>Combined</th>
<th>Enter CE, ST or Combined</th>
<th>Name of Proposing Firm: MV Public Transportation, Inc.</th>
</tr>
</thead>
</table>

### PART TIME LABOR BENEFITS

<table>
<thead>
<tr>
<th>A</th>
<th>Management:</th>
<th>Number</th>
<th>Part Time</th>
<th>Contractor Paid Health Care Per Employee</th>
<th>Employee Paid Health Care Per Employee</th>
<th>Contractor Paid Family Health Care Per Employee</th>
<th>Employee Paid Health Family</th>
<th>Contractor Paid Vision and Dental Per Employee</th>
<th>Employee Paid Vision and Dental Per Employee</th>
<th>Contractor Paid Retirement Per Employee</th>
<th>Employee Paid Retirement Per Employee</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>General Manager</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Operations Manager/Lead Dispatcher</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Other Proposed Management (Provide Staff Position Detail)</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Dispatchers</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Dispatchers</td>
<td>1</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Other Labor (Provide Staff Position Detail)</td>
<td>2</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Total FTE's</td>
<td>3</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### COUNTY EXPRESS

**Price Proposal**

Provide a proposed fixed monthly rate plus a rate per revenue vehicle hour for the operation of County Express service in compliance with the Agreement, RFP Section 6, and Scope of Work, RFP Section 7. Form must be fully completed for the entire proposal to be deemed responsive.

<table>
<thead>
<tr>
<th></th>
<th>Base Year 1</th>
<th>Base Year 2</th>
<th>Base Year 3</th>
<th>Option Year 1</th>
<th>Option Year 2</th>
<th>Option Year 3</th>
<th>Option Year 4</th>
<th>Option Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Estimated Annual Revenue Vehicle Hours (RVH)</strong></td>
<td>22,900</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Rates</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fixed Rate per Month</td>
<td>$29,125</td>
<td>$29,923</td>
<td>$30,618</td>
<td>$31,324</td>
<td>$31,855</td>
<td>$32,075</td>
<td>$33,313</td>
<td>$34,175</td>
</tr>
<tr>
<td>Rate Per Revenue Vehicle Hour (RVH)</td>
<td>$38.22</td>
<td>$39.01</td>
<td>$40.35</td>
<td>$41.36</td>
<td>$42.75</td>
<td>$43.72</td>
<td>$44.63</td>
<td>$45.01</td>
</tr>
<tr>
<td><strong>Annual Costs</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fixed Rate per Month multiplied by 12 months</td>
<td>$349,496</td>
<td>$359,076</td>
<td>$367,414</td>
<td>$375,891</td>
<td>$382,264</td>
<td>$384,903</td>
<td>$399,761</td>
<td>$410,099</td>
</tr>
<tr>
<td>Rate per RVH Multiplied by Estimated Annual RVH</td>
<td>$875,184</td>
<td>$893,323</td>
<td>$923,954</td>
<td>$947,160</td>
<td>$978,945</td>
<td>$1,001,217</td>
<td>$1,022,029</td>
<td>$1,030,812</td>
</tr>
<tr>
<td>Total Annual Cost (Fixed Monthly Rate Cost + RVH Cost)</td>
<td>$1,224,680</td>
<td>$1,252,399</td>
<td>$1,291,368</td>
<td>$1,323,051</td>
<td>$1,361,209</td>
<td>$1,386,120</td>
<td>$1,421,789</td>
<td>$1,440,910</td>
</tr>
</tbody>
</table>

Name of Submitting Firm: MV Public Transportation, Inc.

Name and Title of Authorized Signer: Amy Berry, Assistant Corporate Secretary

Signature of Authorized Signer: ________________________________

Date: Sept. 16, 2018

Total Cost for 8 Years (3 Base Years + 5 Option Years) $10,701,527
<table>
<thead>
<tr>
<th></th>
<th>Base Year 1 January 1, 2019 to December 31, 2019</th>
<th>Base Year 2 January 1, 2020 to December 31, 2020</th>
<th>Base Year 3 January 1, 2021 to December 31, 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FIXED*</td>
<td>Hour-Based**</td>
<td>TOTAL</td>
</tr>
<tr>
<td><strong>TOKS SALARIES AND WAGES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Management</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General/Manager</td>
<td>82,000</td>
<td>82,000</td>
<td>84,050</td>
</tr>
<tr>
<td>Operations Manager/Lead Dispatcher</td>
<td>63,896</td>
<td>63,896</td>
<td>65,245</td>
</tr>
<tr>
<td>2. Other Proposed Management (Provide Staff Position Detail)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Other labor (Provide Staff Position Detail)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Web/Email/Intranet (Provide Detail)</td>
<td>6,885</td>
<td>6,885</td>
<td>6,885</td>
</tr>
<tr>
<td>Subtotal</td>
<td>346,547</td>
<td>479,202</td>
<td>525,304</td>
</tr>
<tr>
<td><strong>PARTIAL AND OTHER BENEFITS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Management</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operations Manager/Lead Dispatcher</td>
<td>9,775</td>
<td>9,775</td>
<td>10,079</td>
</tr>
<tr>
<td>2. Other Proposed Management (Provide Staff Position Detail)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Bus Operators</td>
<td>141,289</td>
<td>141,289</td>
<td>148,973</td>
</tr>
<tr>
<td>5. Other labor (Provide Staff Position Detail)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>BUS SERVICES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Professional Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Other services (Provide Detail)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TECHNOLOGY</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Telephone and Internet</td>
<td>16,474</td>
<td>16,474</td>
<td>16,874</td>
</tr>
<tr>
<td>2. Other Supplies</td>
<td>6,964</td>
<td>6,964</td>
<td>5,987</td>
</tr>
<tr>
<td>3. Other (Provide Detail)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td>23,438</td>
<td>23,438</td>
<td>22,861</td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>226,225</td>
<td>850,889</td>
<td>1,077,114</td>
</tr>
</tbody>
</table>
## DETAILED COSTS FOR:

| Name of Proposing Firm: | My Public Transportation, Inc. |

### Form A-4
Submit two forms if your firm has selected Option 1A or 1B

### Base Year 1: January 1, 2019 to December 31, 2019

<table>
<thead>
<tr>
<th>Cost Items</th>
<th>FIXED</th>
<th>Hour-Based</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Insurance</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Worker's Compensation/Employer Liability</td>
<td>72,745</td>
<td>72,745</td>
<td>72,745</td>
</tr>
<tr>
<td>- Group/Benefits General Liability</td>
<td>15,914</td>
<td>15,914</td>
<td>15,914</td>
</tr>
<tr>
<td>- Automobile Liability (Revenue &amp; Non-Revenue Vehicles)</td>
<td>44,865</td>
<td>44,865</td>
<td>44,865</td>
</tr>
<tr>
<td>- Automobile Physical Damage (Revenue &amp; Non-Revenue Vehicles)</td>
<td>8,716</td>
<td>8,716</td>
<td>8,716</td>
</tr>
<tr>
<td>- Other Insurance Premiums (Provide Detail)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Performance Bond</td>
<td>885</td>
<td>885</td>
<td>885</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>142,516</td>
<td>142,516</td>
<td>142,516</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>142,516</td>
<td>142,516</td>
<td>142,516</td>
</tr>
</tbody>
</table>

### Base Year 2: January 1, 2020 to December 31, 2020

<table>
<thead>
<tr>
<th>Cost Items</th>
<th>FIXED</th>
<th>Hour-Based</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Insurance</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Worker's Compensation/Employer Liability</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Group/Benefits General Liability</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Automobile Liability (Revenue &amp; Non-Revenue Vehicles)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Automobile Physical Damage (Revenue &amp; Non-Revenue Vehicles)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Other Insurance Premiums (Provide Detail)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Performance Bond</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>142,516</td>
<td>142,516</td>
<td>142,516</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>142,516</td>
<td>142,516</td>
<td>142,516</td>
</tr>
</tbody>
</table>

### Base Year 3: January 1, 2021 to December 31, 2021

<table>
<thead>
<tr>
<th>Cost Items</th>
<th>FIXED</th>
<th>Hour-Based</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Insurance</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Worker's Compensation/Employer Liability</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Group/Benefits General Liability</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Automobile Liability (Revenue &amp; Non-Revenue Vehicles)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Automobile Physical Damage (Revenue &amp; Non-Revenue Vehicles)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Other Insurance Premiums (Provide Detail)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Performance Bond</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>142,516</td>
<td>142,516</td>
<td>142,516</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>142,516</td>
<td>142,516</td>
<td>142,516</td>
</tr>
</tbody>
</table>

### Other Information

- Membership dues & subscriptions
- Recreation
- Employee Training
- Employee Recruitment
- Non-Revenue Vehicle Fuel
- Non-Revenue Vehicle Maintenance
- Risk Communications
- Employee Monitoring
- Cell Phone Plan
- Other (Provide amount)
- Drug/Alcohol Testing, Physicals/MEAs
- Mental Health Monitoring

| **Subtotal** | 23,949   | 23,949   | 23,949   |

### Corporate Office & Field

<table>
<thead>
<tr>
<th>Cost Items</th>
<th>FIXED</th>
<th>Hour-Based</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Corporate Overhead and Allocation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Field</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>112,176</td>
<td>112,176</td>
<td>112,176</td>
</tr>
</tbody>
</table>

| **TOTAL COSTS**                                       | 340,696 | 340,696 | 340,696 |

### Appendix

- Additional financial data for maintenance and operations
- Breakdown of expenses by department
- Comparative analysis with previous years

---

**Note:** The above table represents a sample of costs and expenses for a transportation company, listing various categories and their associated fixed and hourly costs. Costs for insurance, personnel, and other operational expenses are itemized to provide a comprehensive view of necessary expenditures. The table includes figures from three different fiscal years to illustrate cost trends and year-over-year adjustments. For a full financial analysis, additional details and supporting documentation would be required.
### START-UP COSTS FOR OPTION:

**THIS FORM SHOULD REFLECT ALL START-UP COSTS. IDENTIFY THE COST FOR EACH OF THE FOLLOWING COMPONENTS AND DESCRIBE ANY COST THAT IS INCLUDED IN THE 'MISCELLANEOUS EXPENSE SECTION UNDER 'START UP COSTS'**

<table>
<thead>
<tr>
<th>Item</th>
<th>Proposed Start-Up Cost for Option Selected Above</th>
</tr>
</thead>
<tbody>
<tr>
<td>Utilities/Telephone</td>
<td></td>
</tr>
<tr>
<td>Office supplies</td>
<td></td>
</tr>
<tr>
<td>Operator uniforms</td>
<td></td>
</tr>
<tr>
<td>Relocation costs</td>
<td></td>
</tr>
<tr>
<td>Training costs</td>
<td></td>
</tr>
<tr>
<td>Wage/benefit costs</td>
<td>$0</td>
</tr>
<tr>
<td>Insurance</td>
<td></td>
</tr>
<tr>
<td>Inventory set-up costs</td>
<td></td>
</tr>
<tr>
<td>Leasehold improvements</td>
<td></td>
</tr>
<tr>
<td>Corporate support/profit</td>
<td></td>
</tr>
<tr>
<td>Other miscellaneous costs (describe)</td>
<td></td>
</tr>
<tr>
<td>1. Mobile Eye Install</td>
<td>$5,500</td>
</tr>
<tr>
<td>2</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Recruitment advertising</td>
<td></td>
</tr>
<tr>
<td>Recruitment bonuses</td>
<td></td>
</tr>
<tr>
<td>Outside trainer lodging/travel</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$5,500</strong></td>
</tr>
</tbody>
</table>
**FULL TIME LABOR WAGES**

<table>
<thead>
<tr>
<th>A</th>
<th>Management:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>General Manager</td>
</tr>
<tr>
<td>2</td>
<td>Operations Manager/Lead Dispatch</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B</th>
<th>Other Proposed Management (Provide Staff Position Detail)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>C</th>
<th>Dispatchers</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>$16.50 $25.26 Y Y Y</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>D</th>
<th>Relief Dispatcher</th>
</tr>
</thead>
<tbody>
<tr>
<td>E</td>
<td>Bus Operators</td>
</tr>
<tr>
<td>F</td>
<td>Bus Cleaner (Optional)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>G</th>
<th>Other Labor (Provide Staff Position Detail)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Total FTE's 17</td>
</tr>
</tbody>
</table>

**PART TIME LABOR WAGES**

<table>
<thead>
<tr>
<th>A</th>
<th>Management:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>General Manager</td>
</tr>
<tr>
<td>2</td>
<td>Operations Manager/Lead Dispatch</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B</th>
<th>Other Proposed Management (Provide Staff Position Detail)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>C</th>
<th>Dispatchers</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>$14.74 $15.90 N N N</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>D</th>
<th>Relief Dispatcher</th>
</tr>
</thead>
<tbody>
<tr>
<td>E</td>
<td>Bus Operators</td>
</tr>
<tr>
<td>F</td>
<td>Bus Cleaner (Optional)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>G</th>
<th>Other Labor (Provide Staff Position Detail)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
</tr>
</tbody>
</table>
Form A-7 Submit two forms if your firm has selected Option 1A or 1B

**LABOR BENEFITS FOR:**

<table>
<thead>
<tr>
<th>Management:</th>
<th>(Provide Staff Position Detail)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 General Manager</td>
<td>1</td>
</tr>
<tr>
<td>2 Operations Manager/Lead Dispatch</td>
<td>1</td>
</tr>
</tbody>
</table>

**Other Proposed Management (Provide Staff Position Detail):**

| 1 |

| Dispatchers | 2 | $4,524 | $1,680 | $4,524 | $1,680 | $ - | $486 | $20 per dollar contributed, up to 6% of salary | Based on employee contribution |
| Relief Dispatcher | | | | | | | | | Based on employee contribution |

| Bus Operators | 13 | $5,876 | $1,104 | $5,103 | $13,512 | $ - | $458 | $20 per dollar contributed, up to 6% of salary | Based on employee contribution |

| Bus Cleaner (Optional) | |

| Other Labor (Provide Staff Position Detail): | 1 |

| 1 |

Total FTE's: 17
Form A-7 Submit two forms if your firm has selected Option 1A or 1B

**LABOR BENEFITS FOR:** CE Enter CE, ST or Combined **Name of Proposing Firm:** MV Public Transportation, Inc.

<table>
<thead>
<tr>
<th>PART TIME LABOR BENEFITS</th>
<th>Number Part Time Employees</th>
<th>Contractor Paid Health Care Per Employee</th>
<th>Employee Paid Health Care Per Employee</th>
<th>Contractor Paid Family Health Care Per Employee</th>
<th>Employee Paid Family Health Care Per Employee</th>
<th>Contractor Paid Vision and Dental Per Employee</th>
<th>Employee Paid Vision and Dental Per Employee</th>
<th>Contractor Paid Retirement Per Employee</th>
<th>Employee Paid Retirement Per Employee</th>
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<tr>
<td>A Management:</td>
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<td>F Bus Cleaner (Optional)</td>
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<td>G Other Labor (Provide Staff Position Detail)</td>
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<td>H <em>Total FTE’s</em></td>
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<td></td>
<td></td>
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</tr>
</tbody>
</table>

*FTE’s:* 2
6   EXHIBIT E – APPROVED AMENDMENTS TO CE AGREEMENT

Exhibit E to Agreement – Approved Amendments to CE Agreement

6.1 Approved Amendments to CE Agreement

It is understood and agreed by LTA and CONTRACTOR that it may be necessary during the term of this AGREEMENT, to modify its provisions or to revise the scope and/or extent of CE system operations.

In each such instance, LTA and CONTRACTOR shall consult with each other and shall come to a mutually acceptable agreement as to the nature of the required modification or revision desired. Each modification or revision required shall be reduced to writing, and when appropriately executed by both parties, shall constitute an amendment to this AGREEMENT.

Each amendment will be identified and sequentially numbered as “Amendment No. 1” and so forth, shall be subject to all of the other applicable provisions of this AGREEMENT, and shall be attached to EXHIBIT E, entitled “Approved Amendments to CE Agreement”.
San Benito County Local Transportation Authority

Specialized Transportation

Agreement for Management and Operations

January 2019

Prepared By:
San Benito County Local Transportation Authority
330 Tres Pinos Road, Suite C7
Hollister, California 95023
(831) 637-7665
San Benito County Local Transportation Authority

Specialized Transportation

Agreement for Management and Operations

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1 AGREEMENT FOR MANAGEMENT AND OPERATIONS

AGREEMENT FOR
TRANSPORTATION MANAGEMENT AND OPERATIONS SERVICES

This AGREEMENT for management of the Specialized Transportation hereinafter referred to as “ST”, is made and entered into this 15th day of November 2018 by and between the San Benito County Local Transportation Authority, hereinafter referred to as “LTA” and, Jovenes de Antaño, hereinafter referred to as “CONTRACTOR”.

WITNESSETH

WHEREAS, the LTA has determined that it requires management and operation services for its ST public transportation system; and

WHEREAS, CONTRACTOR has represented that it has the necessary expertise and personnel and is qualified to perform such services;

NOW, THEREFORE, it is mutually understood and agreed as follows:

1.1 Complete Agreement

This AGREEMENT and the attachments and documents incorporated herein constitute the complete and exclusive statement of the terms of the AGREEMENT between the LTA and the CONTRACTOR and it supersedes all prior representations, understanding and communications. The invalidity in whole or in part of any provision of this AGREEMENT shall not affect the validity of other provisions. Either party’s failure to insist in one or more instances upon the performance of any term or terms of this AGREEMENT shall not be construed as a waiver or relinquishment of that party’s right to such performance by the other party.

1.2 LTA Designated Representatives

The Executive Director or his/her designee shall have the authority to act for and exercise any of the rights of the LTA as set forth in this AGREEMENT, subsequent to the authorization of the Board of Directors of the LTA.

1.3 Employment of the Contractor

LTA hereby engages the CONTRACTOR and the CONTRACTOR agrees to perform the services hereinafter described in connection with the management and operation of Specialized Transportation (“ST”).
1.4 Independent Contractor

CONTRACTOR’S relationship to LTA in performance of this AGREEMENT is that of an independent contractor. The personnel performing services under this AGREEMENT shall at all times be under CONTRACTOR’S exclusive direction and control and shall be employees of CONTRACTOR and not employees of LTA. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this AGREEMENT and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers compensation insurance, and similar matters.

CONTRACTOR shall notify its employees by written notice that any and all obligations in connection with their employment are those of the CONTRACTOR and not of the LTA.

1.5 Scope of Work

Subject only to the general policies and direction of the LTA with regard to ST management and operation, and to the provisions and requirements of this AGREEMENT, CONTRACTOR shall, upon receiving LTA’s notice to proceed, do all things necessary to supervise and operate ST in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

1.6 Changes in Scope of Work

It is understood and agreed by LTA and CONTRACTOR that it may be necessary during the term of this AGREEMENT, to modify its provisions or to revise the scope and/or extent of ST system operations.

1.6.1 Amendment

In each such instance, LTA and CONTRACTOR shall consult with each other and shall come to a mutually acceptable agreement as to the nature of the required modification or revision desired. Each modification or revision required shall be reduced to writing, and when appropriately executed by both parties, shall constitute an amendment to this AGREEMENT.

Each amendment will be identified and sequentially numbered as “Amendment No. 1” and so forth, shall be subject to all of the other applicable provisions of this AGREEMENT, and shall be attached to EXHIBIT E, entitled “APPROVED AMENDMENTS TO ST AGREEMENT”. Until an amendment has been approved in the foregoing manner, it shall have no force or effect.
1.6.2 Minor Changes

Notwithstanding the above, LTA, without invalidating the AGREEMENT, may from time to time order minor changes in the scope and/or extent of ST system operations involving routes, service area boundaries, schedules, operating hours, bus stop locations, and so forth, to respond to demand, special events and other occurrences without requiring an amendment pursuant to this Section, provided that such changes do not result in a change in the number of annual vehicle revenue hours of more than twenty (20%). Such changes shall be made by written sequentially numbered change order.

1.7 Term of Agreement

1.7.1 Base Term

This AGREEMENT shall become effective January 1, 2019 and shall continue in full force and effect through December 31, 2021, unless earlier terminated as provided herein. The first three years of the AGREEMENT shall be known as “base years”.

1.7.2 Option Years

Prior to completion of the three (3) year Base Term, the LTA, at its sole discretion, may extend the AGREEMENT for a one-year option term. Prior to the end of that option year and each option year thereafter, the LTA, at its sole discretion, may extend the AGREEMENT for an additional one-year option term. The LTA may extend the AGREEMENT for a maximum of five (5) one-year option terms. If the LTA does not extend the AGREEMENT per this section, it shall expire as provided for in Section 1.7.1, Section 1.16 or on the last day of the most current option year extension approved by the LTA. Payment for Option years is shown in Section 1.8.

It is mutually understood and agreed that all work performed and services provided during the option terms shall be in strict compliance with all of the requirements of this AGREEMENT as such may be amended from time to time by mutual agreement. It is mutually understood and agreed that LTA is under no obligation whatsoever to extend the AGREEMENT beyond the three (3) base years and that no representations have been made by LTA committing the AGREEMENT to continue into the option years, and that LTA may proceed with alternate methods of providing ST transportation services during the time periods otherwise covered by the option years.
1.7.3 Month-to-Month Extensions

Upon completion of the base term plus option years of this AGREEMENT, LTA, at its sole discretion, may extend the term of this AGREEMENT on a month-to-month basis up to a maximum of six (6) months. The CONTRACTOR acknowledges and agrees that it shall, upon exercise of the month-to-month extensions by the LTA, provide the services described hereunder in satisfaction of all requirements of this AGREEMENT. LTA shall notify CONTRACTOR in writing of such extensions on or before September 1 of the termination of the last option year of the AGREEMENT. The compensation rates in effect during the last monthly period of the final option year of this AGREEMENT shall remain in effect during any such month-to-month extension.

1.8 Compensation for Services

1.8.1 Base Compensation

In consideration for CONTRACTOR’S performance of services under this AGREEMENT, LTA shall compensate CONTRACTOR as shown for each year of the AGREEMENT in the following table, a fixed payment per month plus a rate per revenue vehicle hour for each revenue vehicle hour operated at the direction of the LTA in compliance with Exhibit A, Scope of Work.

<table>
<thead>
<tr>
<th>Dates for which Rates are Effective</th>
<th>Fixed Payment Per Month</th>
<th>Rate per Revenue Vehicle Service Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1, 2019 through December 31, 2019</td>
<td>$13,789</td>
<td>$19.26</td>
</tr>
<tr>
<td>January 1, 2020 through December 31, 2020</td>
<td>$14,265</td>
<td>$20.22</td>
</tr>
<tr>
<td>January 1, 2021 through December 31, 2021</td>
<td>$14,760</td>
<td>$21.23</td>
</tr>
<tr>
<td>January 1, 2022 through December 31, 2022</td>
<td>$15,267</td>
<td>$22.30</td>
</tr>
<tr>
<td>January 1, 2023 through December 31, 2023</td>
<td>$15,788</td>
<td>$23.41</td>
</tr>
<tr>
<td>January 1, 2024 through December 31, 2024</td>
<td>$16,308</td>
<td>$24.17</td>
</tr>
<tr>
<td>January 1, 2025 through December 31, 2025</td>
<td>$16,840</td>
<td>$24.95</td>
</tr>
<tr>
<td>January 1, 2026 through December 31, 2026</td>
<td>$17,390</td>
<td>$25.77</td>
</tr>
</tbody>
</table>
1.8.2 Vehicle Delivery Expense Reimbursements

LTA shall reimburse CONTRACTOR at the rate per revenue vehicle service hour shown in Section 1.8.1 for each hour a vehicle is in operation as is necessary to deliver vehicles to LTA designated suppliers and vendors for repair and servicing, as directed by LTA. No reimbursement shall be paid if vehicle delivery is necessary to correct loss or damage that is determined by LTA to be due to collision, vandalism, theft, or abuse, regardless of the party at fault, while the vehicle was under CONTRACTOR's care and control.

1.8.3 Compensation for Unanticipated Additional Services

In the event that additional services are undertaken by CONTRACTOR either at the direction of the LTA or as the result of written authorization provided by LTA to CONTRACTOR, payment to CONTRACTOR shall be adjusted to compensate CONTRACTOR for actual cost incurred to provide said additional services. CONTRACTOR shall provide documentation of costs incurred satisfactory to LTA including, but not limited to, receipts, invoices and other documents that may be required by LTA, copies of which shall be attached to CONTRACTOR’s invoice. Said charges shall be included as a separate line item in CONTRACTOR’s monthly invoice.

1.9 Invoice; Payment

1.9.1 Invoice

CONTRACTOR shall submit to LTA on or before the 1st day of July an invoice to advance payment for the fixed monthly payments for the months of July and August. For July and August ST operations, CONTRACTOR shall submit the information provided hereafter noting that payment was made in July. On or before the 10th day of each month, CONTRACTOR shall submit an invoice to the LTA, Attention: Transportation Planner. Said invoice shall itemize CONTRACTOR’s full and complete performance hereunder for the previous monthly period. Invoices shall be in such form and shall incorporate such supporting documentation as the LTA may from time to time require. At a minimum, CONTRACTOR shall provide the following itemization for each invoice submitted:

a. Vehicle Revenue Hour Charges shall be directly traceable by LTA to ST as identified in Exhibit A - Scope of Work, or revisions thereto, and operator trip sheets.

b. Fixed monthly payment

c. Other Charges for which prior authorization has been provided by LTA, but not covered in the Fixed Monthly Rate or Fixed Vehicle Revenue Hour, shall be billed monthly with charges directly traceable to receipts, bills, etc., copies of which shall be attached to the invoice.
1.9.2 Payment

All payments by LTA shall be made in arrears after the service has been provided. Within thirty (30) days following receipt of CONTRACTOR’s invoice, LTA shall pay all reasonable and allowable items in said invoice for services or supplies previously approved by LTA. If LTA disputes any item on an invoice for a reasonable cause, LTA may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deletions shall be documented to CONTRACTOR within thirty (30) working days after receipt of invoice by LTA.

1.10 Deductions From Payment

1.10.1 Application of Deductions to Invoice

Deductions from CONTRACTOR’s monthly payment shall be made as described in this section. Said deductions shall be shown by CONTRACTOR on its monthly invoice if known in advance of the invoice due date or may be deducted by LTA from CONTRACTOR’s payment as determined appropriate by LTA.

1.10.2 Vehicle and Equipment Damage Repair Costs

CONTRACTOR shall be responsible for the cost of all repairs to LTA vehicles and equipment, regardless of the party found to be at fault for the damage, to correct loss or damage due to collision, vandalism, theft, abuse or as the result of CONTRACTOR filling a vehicle fuel tank with improper fuel, if such damage occurred while the vehicle was under CONTRACTOR’s care and control. Cost of repairs shall include all parts, labor, vehicle transportation or towing, and other costs associated with completing necessary repairs. If LTA determines that vehicle or equipment loss or damage occurred while under CONTRACTOR’s care and control, LTA will notify CONTRACTOR and will complete the repairs or have the repairs completed by a third party, and the cost of said repairs shall be deducted from payments due CONTRACTOR. Alternatively, LTA may, at its discretion, direct CONTRACTOR to expeditiously affect repairs. Repairs undertaken by CONTRACTOR shall be completed to LTA’s satisfaction. If any repairs undertaken by CONTRACTOR are not satisfactory to LTA, at its sole discretion LTA may allow CONTRACTOR an opportunity to correct the repair to LTA’s satisfaction at CONTRACTOR’s cost, or LTA may arrange for repairs itself and bill CONTRACTOR for the full cost of the repairs.

For labor costs incurred by the LTA for work performed by its employees related to repair of vehicles as described in this section, LTA shall charge CONTRACTOR at the rate of $39.75 per labor hour to cover LTA staff wages, benefits and overhead. Said rate per labor hour shall be adjusted on January 1 of each year in a percentage amount equal to the percent change in the United States Average Consumer Price Index. For parts and services LTA obtains from third party vendors, LTA shall charge CONTRACTOR a ten percent (10%) markup on the costs of the parts or services provided by the third party vendors.

1.10.3 Taxes and Other Obligations

CONTRACTOR agrees that LTA shall have the right to deduct from any payments specified in Section 1.8 any amount owed to LTA by CONTRACTOR as a result of any obligation arising prior to, or after, the execution of this AGREEMENT. For purposes of
this Section, obligations arising prior to, or after, the execution of this AGREEMENT may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If LTA exercises the right to reduce the consideration specified in Section 1.8, LTA, at the time of making a reduced payment, shall give CONTRACTOR notice of the amount of any off-set and the reason for the reduction.

1.10.4 Liquidated Damages

CONTRACTOR and LTA acknowledge and agree that LTA may suffer substantial damage in the event CONTRACTOR acts or fails to act in the manner set forth in following items a through h of this section. The parties further agree that the amount of the damage is difficult, if not impossible, to ascertain due to the nature of this AGREEMENT and the nature of such damages. Accordingly, the parties hereto have determined to establish the provision of this Section as LTA's compensation for damages for such acts or failures to act, and not as a penalty, and further agree that such damages are reasonable. Liquidated damages will not be assessed sooner than three months after the initiation of services or when significant service changes are made under this AGREEMENT.

CONTRACTOR shall determine if the Liquidated Damages described in this section should be assessed and include such assessments as a line item deduction in its monthly invoice. LTA may also assess liquidated damages at its discretion based on its observations, that of one of its authorized monitors, or after a fully investigated and validated complaint and deduct said Liquidated Damages from CONTRACTOR's payment. Liquidated Damages are described as follows for CONTRACTOR'S act(s) or failure(s) to act:

a. Five Hundred Dollars ($500) per incident for each day that a vehicle or vehicles in revenue service are not maintained in a clean condition, in accordance with contract standards.

b. Five Hundred Dollars ($500) per incident for each day, beginning on the sixth day, that CONTRACTOR fails to deliver an operable vehicle for repair and/or servicing following a written request by LTA maintenance staff.

c. One Thousand dollars ($1,000) per incident for each occurrence that: (1) due to driver negligence, a wheelchair becomes unfastened from its tie down(s) while being transported, or (2) a bus does not stop for a passenger in a wheelchair waiting for the bus within thirty (30) feet of a designated, signed bus stop.

d. Fifty Dollars ($50) per incident for each occurrence, up to a maximum of $1,000 per day, that a driver fails to call major bus stops, in accordance with 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).

e. One Thousand Dollars ($1,000) per incident for each occurrence that a scheduled departure from a bus route origination point is a missed run, based on the definition set forth in EXHIBIT A, Scope of Work.
f. Two hundred dollars ($200) for each instance wherein a bus operated by one of CONTRACTOR's employees or subcontractors enters an intersection after the traffic signal has changed to red for the direction in which the bus is travelling.

g. Fifty Dollars ($50) per calendar day that CONTRACTOR fails to submit a required monthly report after the specified due date in EXHIBIT A, Scope of Work.

h. Five hundred dollars ($500) for each month that overall on-time performance falls below 90% as determined by a method for tracking on-time performance agreed upon by LTA and CONTRACTOR pursuant to Scope of Work Section 2.2.10. “On-time” shall be defined as departing a scheduled time point between zero (0) minutes and five (5) minutes late. Trips leaving stops prior to the scheduled time of departure are considered to not be on-time.

The determination of whether or not to assess liquidated damages shall be at the sole discretion of the LTA. LTA shall be entitled to take such other legal remedies as may be appropriate for such acts or failures to act, including but not limited to termination of this AGREEMENT.

1.11 Maximum Obligation

Notwithstanding any provisions of this AGREEMENT to the contrary, LTA and CONTRACTOR mutually agree that LTA’S maximum cumulative obligation is limited to two million, seven hundred and seven thousand, six hundred sixty-one dollars ($2,707,661) including amounts payable to CONTRACTOR for leases, materials, and costs arising from or due to, termination of this AGREEMENT. It is the intent of the parties hereto that said maximum obligation shall be sufficient to compensate CONTRACTOR for services performed for eight (8) years, and that said maximum obligation may have to be amended if CONTRACTOR provides services for LTA subsequent to that time period.

In the event that the maximum cumulative obligation provided hereinabove is reached, CONTRACTOR shall have no obligation to perform any additional work under this AGREEMENT and, any work performed or expenditures incurred by the CONTRACTOR over and above the cumulative obligation amount specified above shall be the sole risk of the CONTRACTOR.

In the event that LTA does not intend to amend this maximum obligation amount, LTA shall so notify CONTRACTOR by written notice at least one month before the maximum obligation amount specified herein is estimated to be reached. For purposes of amending this AGREEMENT to provide for additional funding of the maximum obligation amount specified hereinabove, only the Board of Directors of the LTA shall have authority to obligate LTA.

1.12 Operating Revenues

All operating revenues collected by CONTRACTOR are the property of LTA. For the purposes of this AGREEMENT, operating revenues shall include but not necessarily be limited to farebox receipts and token/pass sales revenue. CONTRACTOR shall be responsible for handling farebox receipts and tokens/pass sales revenues in the manner discussed in the attached EXHIBIT A, Scope of Work, and as necessary for LTA to meet the requirements of State and Federal funding sources.
1.13 Insurance; Bonds; Performance Guarantee

With respect to performance of work under this AGREEMENT, CONTRACTOR shall secure and maintain, and shall require all of its subcontractors to maintain, insurance as described below:

1.13.1 Workers’ Compensation Insurance and Employer’s Liability Insurance

Workers’ Compensation Insurance with statutory limits, and Employer’s Liability Insurance with limits of not less than one million dollars ($1,000,000) per occurrence. CONTRACTOR certifies that it is aware of the provisions of the Labor Code of the State of California, which require every employer to be insured against Workers’ Compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work of this AGREEMENT.

1.13.2 Comprehensive General Liability Insurance

Comprehensive General Liability Insurance with a combined single limit of not less than five million dollars ($5,000,000) per occurrence. Such insurance shall include blanket contractual liability and broad form property damage coverage. Such insurance shall (1) name the LTA, the City of Hollister, the City of San Juan Bautista, the County of San Benito, the Council of San Benito County Governments, and all of their appointed and elected officials, officers, employees, volunteers, agents and assigns as additionally insured; (2) be primary with respect to any insurance or self-insurance programs maintained by the LTA; and (3) contain standard cross liability provisions. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

1.13.3 Commercial Automobile Liability Insurance

Commercial Automobile Liability Insurance with a combined single limit of not less than five million dollars ($5,000,000) per occurrence. Such insurance shall (1) include coverage for owned, leased, hired and non-owned automobiles; (2) include Uninsured Motorist with coverage limits as required by law, (3) include Medical Payments with coverage limits of at least $2,000 per occurrence, (2) name the LTA, the City of Hollister, the City of San Juan Bautista, the County of San Benito, the Council of San Benito County Governments, and all of their elected and appointed officials, officers, employees, volunteers, agents and assigns as additionally insured; (3) be primary for all purposes; and, (4) contain standard cross liability provisions. Coverage shall be at least as broad as Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

1.13.4 Automobile Collision and Comprehensive Insurance Coverage

Automobile Collision and Comprehensive Insurance Coverage for the actual cash value of LTA vehicles. Such insurance shall (1) contain deductibles of not more than five thousand dollars ($5,000), and (2) shall name the LTA as loss payee. CONTRACTOR shall be responsible for all deductibles. In case of damage or destruction of any vehicle or vehicles provided by LTA under the terms of this AGREEMENT, LTA agrees that liability for CONTRACTOR shall be limited to the appraised fair market value of the vehicle(s) at the time of the loss. CONTRACTOR and LTA agree that the appraised
fair market value shall be that value established by an appraiser or appraisers as mutually agreed upon.

1.13.5 All Insurance

All insurance shall contain the following provisions:

a. Coverage shall be on an “occurrence” basis.

b. If Commercial General Liability or another form with a general aggregate is used, either the general aggregate limit shall apply separately to this PROJECT/location or the general aggregate amount shall be twice the required occurrence limit.

c. The Liability policy must cover personal injury as well as bodily injury.

d. The Liability policy shall include a cross-liability or severability of interest endorsement.

e. Broad form property damage liability must be afforded.

f. CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates or endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

g. Insurance shall be placed with insurers with a current A.M. Best rating of no less than A: VII.

h. Policies shall name LTA, the City of Hollister, the City of San Juan Bautista, the County of San Benito, the Council of San Benito County Governments, and all of their officers, officials, agents, employees, volunteers and assigns as insured under any policy, and the policy shall stipulate that this insurance shall operate as primary insurance and that no other insurance effected by insured will be called upon to contribute to a loss covered thereunder.

i. CONTRACTOR shall furnish properly executed Certificates of Insurance from insurance companies acceptable to LTA and signed copies of the specified endorsements for each policy prior to commencement of work under this AGREEMENT. Such documentation shall clearly evidence all coverage required above including specific evidence of separate endorsements naming the LTA and shall provide that such insurance shall not be terminated or canceled except after 30 days prior written notice by certified mail, return receipt requested, has been given to the LTA. CONTRACTOR further acknowledges and agrees that such insurance shall not be materially changed, terminated, canceled or allowed to expire except after 30 days prior written notice by certified mail, return receipt requested, has been given to the LTA by the CONTRACTOR.
1.13.6 Copies

CONTRACTOR shall furnish complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications prior to commencement of work under this AGREEMENT.

1.13.7 Maintenance of Insurance

Such insurance shall be maintained from the time work first commences until completion of the work under this AGREEMENT. CONTRACTOR shall replace such certificates for policies expiring prior to completion of work under this AGREEMENT.

1.13.8 Failure to Maintain Insurance Coverage

If CONTRACTOR, for any reason, fails to maintain insurance coverage, which is required pursuant to this AGREEMENT, the same shall be deemed a material breach of contract. LTA, at its sole option, may terminate this AGREEMENT and obtain damages from the CONTRACTOR resulting from said breach. Alternatively, LTA may purchase such required insurance coverage, and without further notice to CONTRACTOR, LTA may deduct from sums due to CONTRACTOR any premium costs advanced by LTA for such insurance.

1.14 Fidelity Bond

CONTRACTOR shall secure for its employees a Fidelity Bond or a policy of employee dishonesty insurance protecting the LTA from employee theft up to the amount of fifty thousand dollars ($50,000) for any one occurrence prior to performing any services pursuant to this AGREEMENT or entitlement to compensation therefore. Such Fidelity Bond or employee dishonesty insurance shall name LTA as loss payee with respect to amounts claimed thereunder arising out of CONTRACTOR’S performance under this AGREEMENT. CONTRACTOR shall provide LTA a copy of said bond or insurance certificate within thirty (30) days of the contract start date and prior to the performance of any services, whichever first occurs.

1.15 Performance Guarantee

CONTRACTOR shall secure a bond or other acceptable surety for use of LTA prior to performing any services pursuant to this AGREEMENT or entitlement to compensation therefore, such bond executed by CONTRACTOR and a surety company licensed to do business in the State of California, such bond in the amount of TEN PERCENT (10%) of the annual AGREEMENT price, and which shall at all times be kept in full force and effect. The condition of such bond shall be that CONTRACTOR shall fully and faithfully perform all conditions and covenants of this AGREEMENT or that the face amount of such bond shall be forfeited to LTA. The bond may be a renewable one-year bond, and shall be renewed annually before its expiration date; provided, however, that such bond must remain in full force and effect from and after the date LTA makes any demands for payment on the bond until the LTA releases such claim. Provision of such bond or its equivalent, approved by LTA, is a material covenant of this AGREEMENT. LTA shall not approve any security that is not unconditionally payable to LTA upon demand. CONTRACTOR shall provide LTA a copy of said performance bond or its equivalent within thirty (30) days of contract start date and prior to the performance of any services, whichever first occurs.
1.16 Termination

1.16.1 For Convenience

When it is in the LTA’s best interest, the LTA reserves the right to terminate this AGREEMENT, in whole or in part, at any time by providing a TEN (10) DAY WRITTEN NOTICE to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the LTA. If the CONTRACTOR has any property in its possession belonging to the LTA, the CONTRACTOR will account for the same, and dispose of it in the manner the LTA directs.

1.16.2 For Default

If the CONTRACTOR does not deliver supplies in accordance with the AGREEMENT delivery schedule, or, if the AGREEMENT is for services, the CONTRACTOR fails to perform in the manner called for in the AGREEMENT, or if the CONTRACTOR fails to comply with any other provisions of the AGREEMENT, the LTA may terminate this AGREEMENT for default. Termination shall be affected by serving a notice of termination to the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the AGREEMENT price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the AGREEMENT.

If it is later determined by the LTA that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CONTRACTOR, the LTA, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

1.16.3 For Bankruptcy

Either (a) the appointment of a receiver to take possession of all or substantially all of the assets of CONTRACTOR or (b) a general assignment by CONTRACTOR for the benefit of creditors, or (c) any action taken by or suffered by CONTRACTOR under any insolvency or bankruptcy act shall constitute a breach of the AGREEMENT by CONTRACTOR and shall at the option of LTA terminate this AGREEMENT.

1.16.4 For Nonpayment By LTA

In the event LTA is delinquent in paying CONTRACTOR by more than fifteen (15) calendar days after LTA has received a statement by certified mail of the delinquency from CONTRACTOR, then CONTRACTOR may serve, by certified mail, a notice of its intent to suspend operations at least seven (7) calendar days subsequent to the receipt of such notice of intention by LTA. If LTA does not correct the delinquency within said seven-day period or if the parties do not agree to arbitrate the dispute under the provisions of this AGREEMENT, then CONTRACTOR may suspend operations without further notice or penalty on the date indicated by the notice.
1.16.5 By Mutual Agreement

The PROJECT may also be terminated if the LTA and the CONTRACTOR agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.

1.16.6 Compensation Upon Termination

Should this AGREEMENT be terminated by either party, LTA shall be liable for costs and fees as specified in Section 1.8 accrued to the date of termination. Thereafter, CONTRACTOR shall have no further claims against LTA under this AGREEMENT.

1.16.7 LTA Remedies on Breach

Notwithstanding anything to the contrary herein, it is understood and agreed that in the event of failure by CONTRACTOR to perform services required by this AGREEMENT, in addition to all other remedies, penalties and damages provided by law, the LTA may provide such services, and deduct the cost of doing so from the amounts due or to become due to the CONTRACTOR. The costs to be deducted shall be the actual costs to LTA to provide such services.

1.16.8 Transition to Future Contractor

For up to sixty (60) days before and after the effective date of the termination or expiration of this AGREEMENT, CONTRACTOR shall provide to either the LTA or any future CONTRACTOR selected by LTA, CONTRACTOR’S full cooperation in the transition to the successor CONTRACTOR. This shall include, as a minimum, consultation regarding labor and management issues (including a delineation of wages and benefits by employee category), and access to non-confidential personnel files and maintenance records. Said information shall include but not necessarily be limited to, driver training records, driver “paddles”, and documentation of hours worked by drivers. CONTRACTOR shall allow the succeeding contractor to enter the premises for the purpose of determining needs for and placement of furniture and equipment.

CONTRACTOR shall release all telephone numbers and any sequential rollover numbers required by LTA to the new operator. CONTRACTOR shall provide its best professional effort to assure a smooth transition from CONTRACTOR’S services to the new provider’s services and shall cooperate fully with the LTA and the new provider to this end.

LTA may withhold all or a portion of final payment to CONTRACTOR if LTA determines CONTRACTOR has not been cooperative to the extent required by this Section.

1.17 Control of Contractor Performance

1.17.1 Consistency with Agreement

CONTRACTOR shall render all services under this AGREEMENT in a manner consistent with the policies of the LTA. Modification of existing policies or adoption of new policies during the term of this AGREEMENT that affect CONTRACTOR’S performance of services shall be treated as changes pursuant to Section 1.8.
1.17.2 Contractor Shall Advise LTA Of Matters of Importance

CONTRACTOR shall advise LTA of matters of importance such as the condition of vehicles, bus route time conflicts, any and all matters the CONTRACTOR feels are safety related, and make recommendations when appropriate; however, final authority shall rest with the LTA. Notwithstanding this provision, CONTRACTOR remains responsible for any consequences resulting from CONTRACTOR’ S actions or inaction as provided in this AGREEMENT or otherwise provided by law.

1.17.3 LTA Interference with Contractor’s Business Affair Management

LTA shall not interfere with the management of CONTRACTOR’ S normal business affairs and shall not attempt to directly discipline or terminate CONTRACTOR’ S employees. LTA may advise CONTRACTOR of any employee’s inadequate performance that has a negative effect on the service being provided, and CONTRACTOR shall take prompt action to remedy the situation. Notwithstanding the above restriction, LTA may demand reassignment of any CONTRACTOR employee from the LTA’ S PROJECT by providing written notice to CONTRACTOR.

1.18 Shortages and Delays

In the event that LTA fails to provide or delays provision of items as herein described, in the quantity and size required, then CONTRACTOR shall not be responsible for any delays or resulting decline in the quality of service.

1.19 Substitutions and Replacement of Proposed Personnel

In the event that CONTRACTOR substitutes or replaces any personnel interviewed during the Request for Proposals process without consulting LTA, LTA shall assess a ten percent (10%) penalty of the estimated total cost of the first year of operations.

1.20 Force Majeure

1.20.1 Responsibility for Losses

Neither party shall be held responsible for losses, delays, failure to perform, nor excess costs caused by events beyond the control of such party. Such events may include, but are not restricted to, the following: acts of God, fire, epidemics, earthquake, flood or other natural disaster; strikes, war or civil disorder, road closures; unavailability of fuel.

1.20.2 Entitlement to Compensation

CONTRACTOR shall not be entitled to compensation for any service, the performance of which is excused by this Section.

1.20.3 Contractor Unable to Provide Services

In the event that CONTRACTOR is unable to provide the services indicated due to any cause, CONTRACTOR shall make reasonable attempts to notify the public including
notification to local radio stations, and if appropriate, local newspapers and television stations.

1.20.4 Contractor Knowledge of Potential Force Majeure

Whenever CONTRACTOR has knowledge that any actual or potential force majeure may delay or prevent performance of the AGREEMENT, CONTRACTOR, on a timely basis, shall notify LTA of the fact, and thereafter shall report to LTA all relevant information then known to CONTRACTOR, and shall continue to so report.

1.21 Emergency and Disaster Procedures

In the event of a major emergency such as an earthquake, dam failure, or man-made catastrophe, CONTRACTOR shall make transportation and communication resources available to the degree possible for emergency assistance. If the normal line of direct authority is broken, and for the period while it is broken, CONTRACTOR shall make best use of transportation resources to the degree possible following the direction of the appropriate authority under the circumstances, such as the police, Red Cross, or National Guard. Emergency uses of transportation may include evacuation, transportation of injured, and movement of people to food and shelter. CONTRACTOR shall be reimbursed in accordance with Section 1.8 herein, or if the normal method does not cover the types of emergency services involved, then on the basis of fair, equitable, and prompt reimbursement of CONTRACTOR'S actual costs.

CONTRACTOR shall provide enough potable water and non-perishable food items for its employees for five (5) days to be used in case of an emergency and disaster. Supply items shall be assessed annually for deformed and expired items. Potable water shall be replaced annually. In addition to the aforementioned items, the following shall also be included:

- Cups
- Plates
- Utensils
- Two (2) manual can openers
- Toilet paper
- Cookware (if needed)

CONTRACTOR shall store the items in clearly labeled, sturdy containers in an area that is readily accessible by the CONTRACTOR.

1.22 Dispute Resolution and Attorney Fees

Any dispute over a decision by LTA staff under this AGREEMENT including, but not limited to, any assessments assessed pursuant to Section 1.10, except decisions of the LTA Executive Director, shall be appealable in writing to LTA within five (5) business days of the decision. In connection with any such appeal, CONTRACTOR shall be afforded an opportunity to offer written evidence to the LTA Executive Director and to meet with the LTA Executive Director, including such other LTA staff persons as LTA Executive Director may determine necessary, regarding the issues presented in the appeal. The LTA shall issue a decision in writing within five (5) business days of the receipt of the written evidence or of the date of the meeting, as the case may be. The decisions of the LTA Executive Director on such appeals and any other matter under this AGREEMENT shall be final and shall not be appealable to LTA.
1.22.1 Continuing Duty

Pending final resolution of a dispute under this Section, CONTRACTOR shall proceed diligently with performance in accordance with this AGREEMENT and the recommended decision of the LTA Executive Director.

1.22.2 Attorneys’ Fees

If any action at law or in equity is brought on account of any breach of this AGREEMENT, or to enforce or interpret the AGREEMENT or any provision hereof, the prevailing party in such action shall be entitled to recover from the other party its attorneys’ fees and costs of suit, the amount of which shall be fixed by the court and made a part of any judgment rendered.

1.23 Indemnification

CONTRACTOR shall indemnify and hold harmless the LTA, the City of Hollister, the City of San Juan Bautista, San Benito County, and the Council of San Benito County Governments, and their officials, officers, agents, employees, volunteers and assigns from and against any and all claims, damages, losses, costs, liability, and expense for death, personal injury, and property damage, such claims, damages, loss, costs, liability and expense arising out of or alleging to arise out of, or resulting in whole or in part, directly or indirectly, from work or operations under this AGREEMENT, but not limited to the acts, errors, omissions, negligence and willful misconduct of CONTRACTOR, CONTRACTOR’S officers, employees, agents, and subcontractors, except to the extent that such claims, damages, losses, costs, liability, and/or expenses are the result of the sole negligence or willful misconduct of the LTA, the City of Hollister, the City of San Juan Bautista, San Benito County, and/or the Council of San Benito County Governments.

This indemnity and hold harmless provision, insofar as it may be adjudged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of this indemnity and hold harmless provision may be within public policy and enforceable.

1.24 Conflict Of Interest

The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of services required to be performed under this AGREEMENT. The CONTRACTOR further covenants that, in the performance of this AGREEMENT, no subcontractor or person having such an interest shall be used or employed. CONTRACTOR certifies that no one who has or will have any financial interest under this AGREEMENT is an officer or employee of LTA.

1.24.1 Conflict of Transportation Interests

CONTRACTOR shall not divert any revenues, passengers or other business from LTA to any other transportation operation of CONTRACTOR.

1.24.2 Conflicting Use

CONTRACTOR shall not use any vehicle, equipment, personnel or other facilities, which are dedicated to LTA for performing services under this AGREEMENT for any use.
whatsoever other than provided for in this AGREEMENT without the prior written approval of LTA.

1.24.3 Interest of Members of or Delegates to Congress

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this AGREEMENT or to any benefit arising therefrom.

1.25 Title to Documents; Copyright

All reports and other materials collected or produced by CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the AGREEMENT, become the property of LTA, and shall not be subject to any copyright claimed by CONTRACTOR, the subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of LTA, is prohibited.

1.26 Audit; Retention of Records

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this AGREEMENT. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this AGREEMENT also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to authorized representatives of LTA, the U.S. Department of Transportation, and the Comptroller General of the United States and California State Controller's Office representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by LTA, its authorized representative, or officials of the State of California.

CONTRACTOR shall maintain and preserve all records related to this AGREEMENT for a period of three years from the close of the fiscal year in which final payment under this AGREEMENT is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third-party performing work related to this AGREEMENT for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to ensure the maintenance of the records beyond the initial three-year period shall arise only if LTA notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three-year period.

1.27 Disadvantaged Business Enterprises (DBE)

A. This AGREEMENT is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance programs.

B. CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted AGREEMENT. Failure by CONTRACTOR to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such
other remedy as LTA deems appropriate. Each subcontract CONTRACTOR signs with a subcontractor must include assurance in this paragraph (see 49 CFR 26.13(b)).

C. CONTRACTOR is required to pay its subcontractors performing work related to this AGREEMENT for satisfactory performance of that work no later than thirty (30) days after CONTRACTOR’s receipt of payment for that work from LTA. CONTRACTOR is required to return any retainage payments to those subcontractors within thirty (30) days after incremental acceptance of the subcontractor’s work by LTA and CONTRACTOR’s receipt of the partial retainage payment related to the subcontractor’s work.

D. CONTRACTOR shall promptly notify LTA whenever a DBE subcontractor performing work related to this AGREEMENT is terminated or fails to complete its work, and shall make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. CONTRACTOR shall not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of LTA.

E. The CONTRACTOR agrees to comply with U.S. Department of Transportation regulations, “Participation by Disadvantaged Enterprises in Department of Transportation Financial Assistance Programs,” 49 CFR Part 26 and will cooperate with the California Department of Transportation with regard to maximum utilization of disadvantaged business enterprise, and will use its best efforts to ensure that disadvantaged business enterprise shall have the maximum opportunity to compete for subcontractual work under this AGREEMENT.

F. All payments to the CONTRACTOR shall be made in accordance with California Government Code (GC), Chapter 4.5, commencing with Section 927, which is known as the California Prompt Payment Act. If an authorized disbursement is not made within the thirty (30) calendar-day departmental limit stipulated by the California Prompt Payment Act, interest penalties may be payable to the CONTRACTOR.

G. Unless the approved PROJECT is for Construction, the CONTRACTOR shall not hold retainage (withhold retention) from any subcontractor. The State shall not hold retainage (i.e. withhold retention) from any CONTRACTOR.

H. If a dispute arises regarding Construction projects only, the CONTRACTOR may exercise its rights under California Public Contract Code (PCC) Sections 10262 and 10262.5 or California Business and Professions Code (BPC) Section 7108.5, as applicable.

I. The CONTRACTOR must pay third-party contractors within seven (7) days of receipt of each undisputed progress payment from the State, unless the PROJECT is for Construction. In the case of a Construction project only, the CONTRACTOR is required to pay its subcontractors for satisfactory performance of work related to this AGREEMENT no later than 30 days after the CONTRACTOR’s receipt of payment for that work from the State. In addition, the CONTRACTOR is required to return any retainage (retention) payment to any subcontractor within 30 days after the subcontractor’s work related to this AGREEMENT is satisfactorily completed.
1.28 Equal Employment Opportunity

During the performance of the Agreement, the Contractor agrees to the following:

A. The Contractor shall comply with all the requirements, where applicable, of the California Fair Employment Practices Commission and provisions of, when applicable, all Federal, State of California, and San Benito County laws and ordinances related to employment practices.

B. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, gender, age, handicap, national origin, or ancestry, except when such a condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to both employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

C. The Contractor, in all solicitations or advertisements for employees, placed by, or on behalf of the Contractor, shall state that the Contractor is an equal opportunity employer.

1.29 Compliance with Laws, Rules, Regulations

All services performed by Contractor pursuant to this Agreement shall be performed in accordance and full compliance with all applicable federal, state, or local statutes, and any rules or regulations promulgated thereunder, including but not limited to, those relative to Civil Rights, Equal Employment Opportunity, Disadvantaged Business Enterprise, and Labor Protection. Contractor is subject to the provisions of Section 13(c) of the Urban Mass Transportation Act of 1964, as amended (49 U.S.C. §1609) and the Section 13(c) Agreements and side letters currently in force and certified by the United States Department of Labor. Changes, including changes in service and any other changes which may adversely affect transit employees, shall be made only after due consideration of the impact of such changes on Section 13(c) protections granted to employees. Contractor shall defend and indemnify the LTA from any and all claims and losses due to the 13(c) consequences of changes not requested by the LTA that result in Section 13(c) grievances, claims and/or liability. Contractor is subject to any labor protection provisions incorporated into the Agreement for Federal Transit Act, Section 5311 federal assistance between LTA and the California Department of Transportation. These provisions require that the Project “be carried out in such a manner and upon such terms and conditions as will not adversely affect employees in the mass transportation industry within the service area of the Project”.

Contractor shall pay all taxes required to be paid by it by any applicable federal, state, or local statute. Further, Contractor shall secure, on its own behalf, or on behalf of LTA if requested, any and all licenses, permits, certificates and inspections required by law, excluding general-public paratransit vehicle inspections. Contractor shall assure that all of its employees operating ST vehicles possess a valid, current Class B California Driver License with appropriate endorsements. Further, Contractor shall participate in the Driver’s Pull Notice Program as required by Section 1808.1 of the California Vehicle Code.
1.30 Bankruptcy

CONTRACTOR shall immediately notify LTA in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

1.31 Prohibition Against Assignment and Delegation of Duties

Except as specifically authorized herein, no rights under this AGREEMENT may be assigned and no duties under this AGREEMENT may be delegated by CONTRACTOR without the prior written consent of LTA, and any attempted assignment or delegation without such consent shall be void.

1.32 Negotiated Contract

This AGREEMENT has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this AGREEMENT within the meaning of California Civil Code Section 1654.

1.33 Severability

Should any provision herein be found or deemed to be invalid, this AGREEMENT shall be construed as not containing such provision and all other provisions, which are otherwise lawful, shall remain in full force and effect. To this end, the provisions of this AGREEMENT are declared to be severable.

1.34 Time Is of the Essence

Time is of the essence in the performance of this AGREEMENT.

1.35 Responsibility of Agreement Administrators

All matters concerning this AGREEMENT, which are within the responsibility of the parties, shall be under the direction of, or shall be submitted to, the respective AGREEMENT administrators or to the party's employee specified, in writing, by the AGREEMENT administrator. A party may, in its sole discretion, change its designation of its AGREEMENT administrator and shall promptly give written notice to the other party of any such change.

1.36 Materiality

The parties consider each and every term, covenant, and provision of this AGREEMENT to be material and reasonable.

1.37 Waiver

Waiver by either party of a breach of any covenant of this AGREEMENT will not be construed to be a continuing waiver of any subsequent breach. LTA's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this
AGREEMENT. The parties shall not waive any provisions of this AGREEMENT unless the waiver is in writing and signed by all parties.

1.38 Authority and Capacity

CONTRACTOR and CONTRACTOR’s signatory each warrant and represent that each has full authority and capacity to enter into this AGREEMENT.

1.39 Binding on Successors

All of the conditions, covenants and terms contained herein shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR’s heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this AGREEMENT.

1.40 Accumulation of Remedies

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

1.41 Independent Advice

Each party hereby represents and warrants that in executing this AGREEMENT it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this AGREEMENT and the rights and duties arising out of this AGREEMENT, or that such party willingly foregoes any such consultation.

1.42 No Reliance on Representations

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this AGREEMENT may turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this AGREEMENT shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

1.43 Counterparts

This AGREEMENT may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one AGREEMENT.
1.44 Headings

The headings or titles to sections of the AGREEMENT are not part of the AGREEMENT and shall have no effect upon the construction or interpretation of any part of the AGREEMENT.

1.45 Assignment or Transfer

CONTRACTOR agrees that it will not sell, assign or transfer, in whole or in part, any right, title or interest it possesses in this AGREEMENT to any other person or entity without first obtaining the written consent of the LTA to such sale, assignment, or transfer. In the event of any violation of this Section, LTA may immediately terminate this AGREEMENT.

1.46 Federal Clauses

The Federal Clauses attached hereto as Exhibit B shall be incorporated into this AGREEMENT by reference as if fully set forth herein.

1.47 Precedence of Contract Documents

The total agreement between the parties consists of the documents specified in this section. In the event of a conflict or ambiguity arising between such documents or any term therein, the following order of precedence shall be used to resolve conflicts to the extent they exist: 1) amendments and change orders to this AGREEMENT, 2) This AGREEMENT, including all Exhibits referenced herein, 3) Addenda to the Request for Proposals, with addenda with later dates having precedence over addenda with earlier dates, 4) The Request for Proposals, 5) CONTRACTOR's proposal, including "Best and Final Offer".

1.48 Notices

All notices hereunder and communications with respect to this AGREEMENT shall be affected upon the mailing thereof by registered or certified mail return receipt requested and addressed to the parties' AGREEMENT administrators, who shall be the persons named below:

CONTRACTOR: Pauline Valdivia  
Executive Director  
Jóvenes de Antaño  
P.O. Box 860  
Hollister, CA 95024  
Facsimile: (831) 637-9767  
Email: jantano@aol.com

LTA: Mary Gilbert  
Executive Director  
San Benito County Local Transportation Authority  
330 Tres Pinos Road, Suite C7  
Hollister, CA 95023  
Facsimile: (831) 636-4160  
Email: mary@sanbenitocog.org
Notices will be deemed given on:

a. The day the notice is personally delivered to the AGREEMENT administrator or the office of the party’s AGREEMENT administrator; or

b. Five (5) days after the date the notice is deposited in the United States mail, addressed to a party’s AGREEMENT administrator as indicated in this AGREEMENT, with first-class postage fully prepaid; or

c. On the day that the notice is transmitted by facsimile or email to a party’s facsimile number or email address specified above, provided that an original of such notice is deposited in the United States mail, addressed to a party’s AGREEMENT administrator as indicated in this AGREEMENT, on the same day as the facsimile or email transmission is made.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

LTA:
By: ________________________________  By: ________________________________
Date: ______________________________  Date: ______________________________

CONTRACTOR:

APPROVED AS TO LEGAL FORM:
San Benito County Counsel’s Office
By: ________________________________
  Shirley L Murphy, Deputy County Counsel

Federal Tax ID Number: __________________
EXHIBIT A - SCOPE OF SERVICES

Exhibit A to Agreement - Scope of Services

2.1 Definitions of Acronyms and Terms

ADA Americas with Disabilities Act
BPAC Bicycle and Pedestrian Advisory Committee
CHP California Highway Patrol
CONTRACTOR Jovenes de Antaño

Days Refers to business days of the LTA when used in context with the LTA’s proposal protest procedures and refers to working days of the federal government when used in connection with FTA requirements/procedures

Deadhead Time Refers to time expended by the CONTRACTOR operating revenue vehicles in non-revenue service

Deadhead Miles Refers to mileage expended by the CONTRACTOR operating revenue vehicles in non-revenue service

Extra Work Items that are not included in the lump sum price proposal of the proposer but are separate cost items that may or may not be authorized for work by the LTA to the CONTRACTOR during the term of any contract

Farebox Recovery Refers to the percentage of transit operating costs recovered from transit users through the receipt of fares

Fare Media Refers to all fare payment instruments used to board LTA vehicles, including, but not limited to, monthly passes, punch passes, day passes, tokens, transfers, electronic mobile passes, and subsidized fare media

FTA Federal Transit Administration
LTA San Benito County Local Transportation Authority
MIS Management Information Systems

Missed Trips Refers to a trip that begins more than fifteen (15) minutes after its scheduled departure time or a trip scheduled as part of normal revenue service that fails to operate.

MSAP Medical Shopping Assistance Program

Non-Revenue Vehicles Any vehicles not used in revenue service

NTD National Transit Database
OSHA  Occupational Safety and Health Administration

OO CMT  Out-of-County Non-Emergency Medical Transportation

Road calls  Unscheduled maintenance performed at a location other than the designated vehicle maintenance facility

Revenue Vehicles  Publicly owned vehicles used to operate the service, and provided to CONTRACTOR by the LTA

Revenue Service  Revenue service both on weekdays and weekends begins with the first scheduled passenger pick-up (including no shows) and ends when there are no paying passengers on-board.

Revenue service does not include lunches or layovers of more than 15 minutes.

SLTP  Senior Lunch Transportation Program

SSTAC  Social Services Transportation Advisory Council

ST  Specialized Transportation

Subscription Service  Provision of repetitive trips over an extended period of time without requiring that individuals call to request reservations for each trip

TAC  Technical Advisory Committee

TDA  Transportation Development Act

Trips  A LTA vehicle departing any scheduled time-point in revenue service

Type II Vehicle  A 12-passenger vehicle with 2 wheelchair spaces and requires a Class B license to operate.

2.2  System Description

2.2.1  Agency Information

The San Benito County Local Transportation Authority (LTA) is the designated Consolidated Transportation Services Agency (CTSA) for San Benito County. The LTA is a Joint Powers Authority between the City of Hollister, City of San Juan Bautista and the County of San Benito. The Board of Directors consists of two elected officials each from the City of Hollister City Council and the County of San Benito Board of Supervisors and one elected official from the City of San Juan Bautista City Council.

Three committees provide technical and accessibility advice on transportation related issues to the LTA: the Social Services Transportation Advisory Council (SSTAC), the Technical Advisory Committee (TAC), and the Bicycle and Pedestrian Advisory Committee (BPAC). SSTAC advises the LTA on accessibility issues for the elderly, persons with disabilities and persons of limited means. TAC provides technical assistance and recommendations on transit planning and projects to the LTA. The BPAC advises the LTA on any issues related to bicycle and pedestrian accessibility.
2.2.2 Service Area

The County of San Benito is a 1,391 square mile bedroom community to the Silicon Valley and has a vibrant agricultural economy. The County population is approximately 58,000. The county seat is the City of Hollister, where most of the public transportation is located, with a population of approximately 35,000. The City of San Juan Bautista, which has several nationally recognized Historic Sites and is a Preserve America Community, has a population of approximately 1,800.

2.2.3 Specialized Transportation Services

LTA is responsible for Specialized Transportation (ST), public transportation service operating six days a week for County residents providing service above and beyond the FTA minimum requirements of County Express Paratransit. ST services include Out-of-County Non-Emergency Medical Transportation, Senior Lunch Transportation Program, and Medical Shopping Assistance Program transportation services.

2.3 Responsibilities and Duties of the LTA for Specialized Transportation Operations

LTA shall perform the following duties and accept the following responsibilities with respect to the ST transportation system. To the extent reasonable and feasible, CONTRACTOR shall assist LTA in this regard.

2.3.1 System Planning and Administration

The LTA shall be responsible for all planning activities, preparation of planning documents, budgets, grant applications and related documentation, and other such activities relative to overall system administration.

2.3.2 Liaison with Local Jurisdictions, Citizens Groups

The LTA shall be responsible for coordinating Project activities with local and regional governmental jurisdictions, agencies, and citizens’ groups.

2.3.3 Notification - Potential Interference with Transportation System Operations

The LTA shall make a reasonable effort to notify CONTRACTOR in advance of any road closures, detours, parades or other such events within the jurisdiction of local agencies that may interfere with ST operations or require deviations from established routes or schedules. The CONTRACTOR and the LTA shall mutually agree upon such deviations.

2.3.4 Advertising and Promotion

The LTA shall prepare, place, schedule and pay for all advertising and promotional materials designed to inform the public of ST operations and to promote ridership. The CONTRACTOR shall assist and cooperate with marketing and promotional events or activities.

2.3.5 LTA Vehicles and Equipment; Maintenance and Repair

The LTA shall provide to the CONTRACTOR the vehicles and equipment set forth in Appendix C. The vehicles and equipment shall be used only for activity directly related to the transportation program covered by this AGREEMENT, unless otherwise authorized, in writing, by the LTA.
The LTA shall maintain and repair the specified vehicles, including attached communications systems, fareboxes, and other specified equipment. The CONTRACTOR shall be responsible for daily vehicle servicing as described in Section 2.5.2 and for all damage to equipment excluding normal wear and tear. The CONTRACTOR shall promptly report all vehicle defects to the LTA’s maintenance staff.

In the event the LTA determines driver operating practices cause a pattern of component failure or accelerated wear, the LTA will confer with the CONTRACTOR to develop a corrective training program or other corrective action.

2.3.6 Radio Communications System

The LTA shall provide and maintain a two-way radio communications system, which shall be used by the CONTRACTOR solely for communications related to ST operations. The LTA shall provide and maintain license(s) as required for the radio system. The CONTRACTOR shall comply with all applicable federal statutes and regulations in connection with radio system use.

2.3.7 Fuel

The LTA shall provide and be responsible for the cost of all fuel necessary for the operation of ST revenue vehicles that is obtained by the CONTRACTOR at the LTA fueling facility. The CONTRACTOR shall record all fueling activities by fuel type and submit a summary of such activities on the monthly report in a format satisfactory to the LTA. Non-revenue vehicles shall not be fueled at the LTA’s fueling facility. Cost of fuel for non-revenue vehicles shall be the CONTRACTOR’s responsibility.

2.3.8 ST Operations Headquarters

The LTA shall provide parking for ST drivers and dedicated vehicles at an LTA operations headquarters facility located at 3240 Southside Road, Hollister, California, 95023. The CONTRACTOR shall provide its own office facility for all of its administrative functions.

2.3.9 Operating Policies and Procedures

The LTA shall establish all operating policies and procedures for the operation of ST services. LTA shall set all passenger policies and procedures.

2.4 Duties and Responsibilities of the Specialized Transportation Contractor

In this section, the duties and responsibilities shall refer to only ST services. The CONTRACTOR shall perform the duties and accept the responsibilities set forth below in connection with its operation of ST. The omission of a duty or responsibility from the following shall not relieve the CONTRACTOR of its obligation to perform such duty or accept such responsibility, so long as it is usual, customary and generally accepted within the public transportation industry as being an integral element of operating specialized transportation service of a kind and character such as ST.

2.4.1 General ST Operations

The CONTRACTOR shall provide the necessary management, technical and operating services for the operation of the ST services as specified by the LTA. The CONTRACTOR shall assist and cooperate with the LTA in meeting the objectives of
providing quality transportation services. The CONTRACTOR shall perform close liaison activities, coordination and cooperation with the LTA on matters related to operations, monitoring, reporting and service performance measurements. The CONTRACTOR shall work closely with the County Express (CE) Contractor to ensure a high level of coordination for the benefit of the riders of both ST and CE. The CONTRACTOR shall furnish all equipment and services required in the operation and management of the ST unless specifically identified to be contributed by the LTA.

2.4.2 Out-of-County Non-Emergency Medical Transportation (OOCMT) Operations

OOCMT service will be provided as “door-through-door services” for individuals that meet the following criteria:

- Live in San Benito County
- Require medical services not provided in San Benito County
- Have no other transportation available

OOCMT service operates Monday through Saturday and the hours of service vary depending on the clients’ destination and appointment schedule. The service area goes as far south as the City of Salinas in Monterey County and as far north as the City of Palo Alto in Santa Clara County. Trip reservations must be scheduled at least 48 hours in advance and a subscription service is available to those that require regularly scheduled medical treatments (i.e. dialysis, chemotherapy, etc.).

If OOCMT clients request escort service to the registration lobby, ST drivers may be expected to provide basic English-Spanish translation. However, such services are limited to only the registration area.

OOCMT fares are shown below.

<table>
<thead>
<tr>
<th>Zone</th>
<th>Distance from Hollister</th>
<th>Cities in Zone</th>
<th>Fare</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zone 1</td>
<td>0 to 15 miles</td>
<td>Gilroy</td>
<td>$2.00 one way</td>
</tr>
<tr>
<td>Zone 2</td>
<td>16 to 30 miles</td>
<td>Watsonville, Salinas, and Morgan Hill</td>
<td>$3.00 one way</td>
</tr>
<tr>
<td>Zone 3</td>
<td>31 to 45 miles</td>
<td>Monterey, Santa Cruz, and San Jose</td>
<td>$4.00 one way</td>
</tr>
<tr>
<td>Zone 4</td>
<td>45 to 65 miles</td>
<td>Palo Alto</td>
<td>$5.00 one way</td>
</tr>
</tbody>
</table>

2.4.3 Senior Lunch Transportation Program (SLTP) Operations

SLTP service primarily serves seniors who participate in the Senior Lunch Program available in the City Hollister at the Community Center at 300 West Street. SLTP service shall be provided as “door-through-door services” for individuals that meet the following criteria:
- Live within the designated areas
- Are at least 60 years of age

SLTP service operates Monday through Friday between 9:00 a.m. and 3:00 p.m. The CONTRACTOR shall accept telephone requests made twenty-four (24) hours in advance and up to fourteen (14) days in advance. The CONTRACTOR shall accept subscription service reservations. However, the level of subscription service provided shall not exceed fifty percent (50%) of the total number of trips available during a service day.

Some clients may require the driver to provide through door escort services because of their physical condition. No fare is charged for the SLTP.

2.4.4 Medical Shopping Assistance Program (MSAP) Operations

MSAP service provides transportation, escort, and minor Spanish translation for clients at in-county medical appointments, banks, grocery stores, and pharmacies. MSAP services shall be provided as “door-through-door services” for individuals that meet the following criteria:

- Live in San Benito County
- Are at least 60 years of age or disabled
- Require escort services

MSAP service operates Monday through Friday and the hours of service vary depending on the clients’ appointments and destination. Priority is given to individuals residing in the more rural areas of San Benito County. The CONTRACTOR shall accept telephone requests made forty-eight (48) hours in advance and up to fourteen (14) days in advance. The CONTRACTOR shall accept subscription service reservations. However, the level of subscription service provided shall not exceed fifty percent (50%) of the total number of trips available during a service day. The fare for MSAP service is $1.25 for a one-way trip.

The CONTRACTOR shall be responsible for developing a certification process with the LTA. Once the certification process is developed, the CONTRACTOR shall conduct the disability certification process for the MSAP service.

2.4.5 Adjustment to Service

The LTA reserves the right to adjust services at any time without any adjustment to the unit cost per revenue hour with the CONTRACTOR so long as the resulting annual revenue hours remain within 20 percent (20%) of the total projected annual revenue hours. Modifications to services may include, but are not limited to, extending, removing, adding, or modifying routes, or parts of routes, and expanding or decreasing revenue hours.

In the event actual annual revenue hours fall below eighty percent (80%) or exceed one hundred twenty percent (120%) of the total projected annual revenue hours, the LTA or CONTRACTOR may request revision of the unit cost per revenue hour. If such a request is made by either party, the parties shall enter into negotiation to determine a revised unit cost per revenue hour that is fair to both parties.
2.4.6 New Services

The CONTRACTOR recognizes that as a public transportation provider, the LTA will investigate and experiment with various new and/or innovative services and pilot programs during the eight-year duration of the AGREEMENT and that said services cannot be foreseen and described at this time. The CONTRACTOR shall assist the LTA in implementation and monitoring of said services at the LTA’s request and direction. Compensation for the CONTRACTOR’s role in the provision of said services will be governed by AGREEMENT Section 1.8.3, Compensation for Unanticipated Additional Services.

2.4.7 Service Standards

The CONTRACTOR shall strive at all times to provide service in a manner that will maximize productivity and at the same time emphasize quality customer service. Recognizing that the goals of productivity and service quality may conflict at times, the Performance Indicators described in this section shall be tracked by the CONTRACTOR in a manner satisfactory to the LTA.

The CONTRACTOR and the LTA shall meet quarterly, at a minimum, to evaluate performance of the system as indicated by the trends of the Performance Indicators. If a Performance Indicator trend indicates it is not fulfilling the intended purpose of a specific ST service, the LTA and CONTRACTOR shall explore potential actions that could result in a more positive Performance Indicator trend. Toward that end the CONTRACTOR shall provide recommendations that could improve the trend. Should the LTA determine that the CONTRACTOR’s performance has contributed to a negative Performance Indicator trend, the CONTRACTOR shall take all reasonable actions requested by the LTA to improve trend performance. Should negative Performance Indicator trends persist, the LTA may take whatever additional action is necessitated by the circumstances and provided for in the AGREEMENT of which this Scope of Work is a part.

A. ST Base Performance Standards

The CONTRACTOR shall track the Performance Indicators described below:

1) Safety – Accidents: Accidents per 100,000 vehicle miles. Accidents include vehicle collisions that occur on public or private property. An accident is defined as any contact between the bus and another object except the road.

2) Customer Service – Complaints: Valid complaints per 100,000 boardings. Complaints exclude service requests, compliments, information requests, and bus stop repair requests.

3) Operations – On Time Performance: On-time bus trips as a percentage of total bus trips. The CONTRACTOR shall devise a statistically significant method of measuring on-time performance. LTA will review the method and if deemed appropriate, approve it. The CONTRACTOR shall submit the On-time Performance reports for each of the services on a monthly basis with the monthly operations report.

4) Operations – Passengers per Hour: Passenger boardings per vehicle revenue hour on all demand response services.

5) Operations – On-Board Service Evaluations: The CONTRACTOR shall, in cooperation with the LTA, develop a comprehensive service evaluation
program to be implemented based on a statistically sound method and implemented by both parties.

6) Operations – Service Hours: In no event shall the total monthly vehicle revenue hours billed to the LTA for ST services exceed 640 hours. Of the 640 hours, a minimum of 380 hours shall be dedicated to OOCMT operations, a minimum of 120 hours shall be dedicated to SLTP services, and a minimum 100 hours shall be dedicated to MSAP services.

7) Maintenance – Fleet Inspections: The CONTRACTOR is responsible for reporting vehicle condition to the LTA maintenance staff. Subsequently, the CONTRACTOR bears a responsibility to report vehicle defects and assure compliance in pre-trip inspections and care of assigned vehicles. Fleet inspections will be conducted by LTA, the frequency of which shall be at LTA’s discretion. LTA will randomly select buses for inspection from those that have recently been subjected to a Preventive Maintenance Inspection. The LTA will assess the condition of each bus based on the following categories: Unreported Defects, Safety, and Cosmetic. The inspector’s results will be compiled in such a way as to arrive at a numerical score.

8) Customer Service - Complaint Follow-Up: The CONTRACTOR shall ensure all valid complaints are resolved in a timely manner and to the customer’s satisfaction (subject to reasonableness). LTA will measure this performance indicator at its discretion using a random selection of complainants, who will be contacted and asked to answer several quantitatively based questions designed to measure the CONTRACTOR’s administration of the complaint resolution process. The survey design will be subject to agreement between the LTA and the CONTRACTOR. The CONTRACTOR Performance Indicator will be the percentage of satisfactory responses received from survey participants. The CONTRACTOR shall take all reasonable actions necessary to ensure legitimate complaint generated issues are incorporated into a training format (for example, classes, memos, meetings) that will allow the organization to learn from mistakes and to reinforce positive standards of conduct and operations.

B. Out-of-County Non-Emergency Medical Transportation Standards:

1) Productivity Standard: Passengers per Vehicle Revenue Hour

2) Reservation Reliability: A percentage measure of reservation trips completed within plus or minus 15 minutes of the recorded reservation time.

3) Service Refusals: Measure of the number of service requests refused per service day due to inability to respond at the requested reservation time. Consistent with federal law, there shall be no pattern of service refusals with respect to reservation requests made by individuals possessing valid ADA Paratransit eligibility identification cards.

4) No-Show Ratio: A measure of the percent of scheduled trips that are no-shows.

C. Senior Lunch Transportation Program Standards:

1) Productivity Standard: Passengers per Revenue Vehicle Hour

2) Ride Time (the elapsed time between passenger pickup and drop off): Ride time shall be separated into several ride time categories or as an average, as approved by the LTA.
3) Reservation Reliability: A percentage measure of reservation trips completed within plus or minus 15 minutes of the recorded reservation time.

4) Service Refusals: Measure of the number of service requests refused per service day due to inability to respond at the requested reservation time. Consistent with federal law, there shall be no pattern of service refusals with respect to reservation requests made by individuals possessing valid ADA Paratransit eligibility identification cards.

5) No-Show Ratio: A measure of the percent of scheduled trips that are no-shows.

D. Medical Shopping Assistance Program Standards:
   1) Productivity Standard: Passengers per Vehicle Revenue Hour
   2) Demand-Response Wait Time (elapsed time between a “real time” demand response service request and passenger pickup): This will be a measure of passengers picked up within 15 minutes of scheduled pickup time and within 30 minutes of scheduled pickup time
   3) Ride Time (the elapsed time between passenger pickup and drop off): Ride time shall be separated into several ride time categories or as an averaged, as approved by the LTA.
   4) Reservation Reliability: A percentage measure of reservation trips completed within plus or minus 15 minutes of the recorded reservation time.
   5) Service Refusals: Measure of the number of service requests refused per service day due to inability to respond at the requested reservation time. Consistent with federal law, there shall be no pattern of service refusals with respect to reservation requests made by individuals possessing valid ADA Paratransit eligibility identification cards.
   6) No-Show Ratio: A measure of the percent of scheduled trips that are no-shows.

2.4.8 Operations Personnel
The CONTRACTOR shall provide all management, supervision, training, drivers, dispatchers, clerks, service workers, telephone information operators, and such other personnel necessary to responsibly operate ST services and meet the performance standards established by the LTA.

In addition to the billable vehicle revenue hours the driver conducts a non-billable vehicle pre-check (currently 12 minutes per bus) and non-billable cleaning and fueling of the buses. The existing contractor estimates the daily cleaning of the buses requires 30 minutes per bus and the weekly interior and exterior cleaning requires 60 minutes. The fueling is estimated to be 10 minutes per bus per day. The CONTRACTOR has the option of continuing having the drivers clean and fuel the buses or provide alternative cleaning and fueling services that meet the standards required in the AGREEMENT.

For purposes of this AGREEMENT, the terms “employee(s)” and “personnel” shall include individuals employed by subcontractors that perform any of ST vehicle operations or related functions.
2.4.9 Operations Management

The CONTRACTOR shall provide operations management at a level and capability sufficient to oversee its functions and employees and meet the performance standards established by the LTA.

The CONTRACTOR shall designate and provide the services of a Project Manager, subject to the approval of the LTA, who shall provide overall management and supervision of the ST public transportation program under the terms of this AGREEMENT. The Project Manager must have a minimum of five years of experience in demand response transportation operations including at least three years' supervisory experience. A bachelor's degree in a related field from an accredited four-year college may substitute for two years of transportation experience and one year of supervisory experience.

The Project Manager shall work cooperatively with the LTA in matters relating to service quality, providing operational and other data as described in this Scope of Work, responding to comments from the LTA, passengers and the general public; and responding to specific requests for other assistance as the need arises. The Project Manager shall be on duty at the ST operations headquarters.

The Project Manager designated for this Project will not be replaced without the prior written consent of the LTA. Should the services of the Project Manager become no longer available to the CONTRACTOR, the résumé and qualifications of not less than three (3) qualified candidates shall be submitted to the LTA for approval as soon as possible, but in no event later than thirty (30) calendar days prior to the departure of the incumbent Project Manager. The LTA may require an interview of the proposed candidate(s) before an acceptance or rejection decision is made.

At all times, the Project Manager or other employee pre-designated and identified to the LTA to act for the Project Manager, shall be available either by phone or in person to make decisions regarding day-to-day ST operations, including emergency situations, or to provide coordination as necessary, and shall be authorized to act on behalf of the CONTRACTOR regarding all matters pertaining to this Scope of Work.

The CONTRACTOR Project Manager shall work a minimum of 40 hours per week between the hours of 8:00 AM and 5:00 PM Monday through Friday. The duties of the ST Project Manager include customer service, trip scheduling and general dispatch duties.

2.4.10 Employee Selection and Supervision

The CONTRACTOR shall be responsible for the employment and supervision of all employees necessary to perform ST operations. The CONTRACTOR's responsibilities shall include employee recruitment, screening, selection, training, supervision, employee relations, evaluations, retraining and termination.

The CONTRACTOR shall use appropriate screening and selection criteria in the employment of operations personnel. The CONTRACTOR shall perform employment, DMV and criminal background checks, pre-employment drug screens and physicals of all employees associated with this AGREEMENT and shall undertake all steps necessary to assure employees perform their duties in a safe, legal, courteous, and professional manner at all times.
The CONTRACTOR shall make all reasonable efforts to ensure that employees having contact with the public in the course of the performance of their duties are of good moral character. Any such employee who is convicted of a felony or of a crime involving moral turpitude during the time of his/her employment or within eight (8) years prior to the expected date of employment shall not be permitted to continue to hold a position of employment involving contact with the general public.

The CONTRACTOR shall develop, implement and maintain an employee alcohol and substance abuse testing program, subject to LTA approval, for all employees in safety-sensitive positions, including personnel engaged in the operation, servicing and control of ST vehicles and equipment. Said program shall comply with all applicable requirements established by the FTA or other federal or state agencies, including regulations promulgated to implement the Omnibus Transportation Employee Testing Act of 1991, as it may be amended from time-to-time.

The CONTRACTOR shall at all times comply, and shall require subcontractors to comply, with applicable state and federal employment laws, including Section 1735 of the California Labor Code and Title VI of the Civil Rights Act of 1964, as amended.

The CONTRACTOR shall fully cooperate with the LTA in meeting the legal requirements of the labor protective provisions of Section 13(c) of the Urban Mass Transportation Act of 1964, as amended (49 U.S.C. 1609) and the Section 13(c) Agreements and side letters currently in force and certified by the United States Department of Labor. Changes, including changes in service and any other changes which may adversely affect transit employees, shall be made only after due consideration of the impact of such changes on Section 13(c) protections granted to employees. The CONTRACTOR shall defend and indemnify the LTA from any and all claims and losses due to the 13(c) consequences of changes not requested by the LTA resulting in Section 13(c) grievances, claims and/or liability.

Nothing in this section shall be construed by either the CONTRACTOR or the LTA to be in conflict with the language and intent of Article 1.4, Independent Contractor, of the AGREEMENT of which this Scope of Work is a part.

2.4.11 Bilingual (English/Spanish) Personnel

The CONTRACTOR shall make every effort to recruit bilingual (English/Spanish) personnel for driver, dispatcher, telephone operator, and supervisory positions. A minimum of fifty percent (50%) of operations personnel shall be bilingual and bilingual personnel shall be available during all transportation program operating hours to receive telephone calls from the public and to provide translation for transportation program personnel and passengers.

2.4.12 Training of Drivers and Operations Personnel

The CONTRACTOR shall develop, implement and maintain a formal training and retraining program that shall be subject to review and approval by the LTA. An outline of the training program, including periodic updates, shall be on file in the offices of the LTA. All drivers, dispatchers, telephone information personnel, and supervisors shall participate in the program.

The CONTRACTOR shall implement and maintain a specific training and retraining program for all drivers. The program shall provide a fixed minimum number of hours
of training for new employees, including classroom instruction, behind the wheel training under supervision of a certified instructor, and in-service training. The program shall include, but not necessarily be limited to, instruction covering applicable laws and regulations and defensive driving practices, disabled passenger assistance techniques, accident/incident procedures, radio procedures, ST operating policies and procedures, employee work rules, vehicle safety inspection, equipment care, fueling and maintenance, customer relations and passenger conduct. Drivers shall be trained to operate all types of buses, wheelchair lifts and securement systems, and other equipment that they may be expected to use in performing ST services.

All drivers shall be certified as having completed the CONTRACTOR’s formal training course for new drivers as approved by the LTA and be licensed with a valid California Class B operator’s license with appropriate endorsements or certification(s) and medical card. Drivers of transit buses shall possess a Transit Bus Certificate as issued by the State of California Department of Motor Vehicles, pursuant to Section 12804.6 of the California Vehicle Code. Drivers of paratransit vehicles shall possess a California General Public Paratransit Vehicle certificate. Drivers shall meet all applicable requirements as established by the California Highway Patrol.

The CONTRACTOR shall prepare and furnish a Driver’s Manual to the LTA for approval and to all drivers, dispatchers, telephone operators and supervisors. Contents of the Driver’s Manual shall include the following subject areas: fundamentals of customer service; driver’s rules; accident/incident policies; radio policies and procedures; fog and inclement weather policy; vehicle inspection, care and maintenance policy and procedures, reporting procedures and pertinent sample forms.

Dispatchers, telephone operators, supervisors and any other personnel, who may from time-to-time be assigned to telephone information or reservation lines, shall be trained in customer service, customer relations skills, telephone manners, accident/incident procedures, fares, bus and demand response schedules and services, information referrals, ADA regulations regarding trip reservations, ST reservation procedures, and operating policies. Operations control personnel assigned to ST scheduling and vehicle dispatching duties shall have a detailed knowledge of applicable procedures and professional techniques.

The CONTRACTOR shall implement, within ninety (90) days after the start of the AGREEMENT term, a Spanish-language keyword/key-phrase training and proficiency testing program to assist all operating personnel to learn simple phrases to assist them in communicating fares and directions to Spanish-speaking transportation program riders.

2.4.13 ST Driver’s Responsibilities

ST Drivers will, when requested by the LTA, distribute notices to passengers or otherwise render assistance with the ST customer relations, promotion, marketing, monitoring and supervisory functions. ST Drivers will be required to honor special passes; collect, cancel and/or validate passes, tokens and coupons; and issue and collect transfers, as determined by the LTA. ST Drivers shall verify cash and token fares deposited in the farebox, but shall not carry revenue. ST Drivers shall record ridership counts by passenger category and boarding location in accordance with procedures approved by the LTA.
ST Drivers shall have available at all times during operation of any bus an accurate time piece with active second hand (or digital equivalent), set each day to conform to local time.

2.4.14 ST Uniforms
ST Drivers shall be in uniform at all times while in service or otherwise on duty. At all times ST drivers shall wear a badge that identifies the driver with name, employee number, or both. The CONTRACTOR shall provide driver’s uniforms to its employees. The design, type and logo of the uniforms shall be subject to the LTA’s advance approval. ST Drivers shall be required to maintain a neat and clean appearance at all times while on duty. While in uniform drivers shall maintain a professional appearance at all times, even when off duty. Drivers in uniform, even when off duty, shall not participate in any activity or purchase any substances that would preclude them from legally operating a bus.

2.4.15 Safety Program
The CONTRACTOR shall assume full responsibility for assuring that the safety of passengers and operations personnel, and the LTA’s vehicles and equipment, are maintained at the highest possible level throughout the term of this AGREEMENT. The CONTRACTOR shall comply with all applicable California Highway Patrol and OSHA requirements and shall furnish the LTA with copies of annual CHP vehicle/equipment inspections and CHP safety compliance reports, including pull notices.

The CONTRACTOR shall develop, implement and maintain, in full compliance with California Law, a formal safety and accident prevention program including periodic safety meetings, participation in safety organizations, safety incentives offered by the CONTRACTOR to drivers and other employees, and participation in risk management activities under the auspices of the CONTRACTOR’s insurance carrier or other organization. The CONTRACTOR shall provide a copy of said Safety Program and subsequent program updates to the LTA.

2.4.16 California Pull Notice Program
The CONTRACTOR shall participate in the State of California Department of Motor Vehicles “Driver Pull Notice Program” for appropriate monitoring of employee driver license activity. The CONTRACTOR shall require all drivers, control room personnel, and supervisors to participate in the program. CONTRACTOR shall submit an annual pull notice program compliance certificate to the LTA and notify the LTA of any notices of non-compliance with program requirements.

2.4.17 Accident, Incident, and Complaint Procedures
A. General
The CONTRACTOR shall develop, implement and maintain formal procedures, subject to LTA review and approval, to respond to accidents, incidents, service interruptions, and complaints. Such occurrences to be addressed include, but are not necessarily limited to, vehicle accidents, passenger injuries, passenger disturbances, in-service vehicle failures, lift failures of buses in service, and demand response vehicles operating more than thirty (30) minutes behind schedule based on reservation times.
B. Incidents

The CONTRACTOR shall provide specific information to the LTA on all out-of-ordinary incidents arising during the service. Such incidents shall include, but not be limited to, onboard incidents, vehicular accidents, and disputes with or among passengers. The CONTRACTOR shall notify the LTA immediately after becoming aware of the incidents. Notification shall address the incident and how it was handled and resolved. Unless otherwise requested, written documentation of such notification shall be submitted on a monthly basis. Operators shall notify Dispatch of any illegal actions on the bus immediately. Dispatch shall immediately notify the Police Department of the jurisdiction in which the incident or accident took place.

C. Accidents

All traffic accidents involving LTA vehicles, irrespective of injury, shall be reported to the Highway Patrol, local police or sheriff, as appropriate, and then to the LTA. The CONTRACTOR shall request that the law enforcement agency respond to investigate the accident. The CONTRACTOR shall supply the LTA with copies of all accident and incident reports.

The LTA shall be notified in writing by the CONTRACTOR of all accidents and incidents resulting in loss or damage to ST property as soon as possible, but in all cases within 24 hours. In cases involving injury, the CONTRACTOR shall notify the LTA of the incident immediately after contacting emergency services.

D. Complaints

CONTRACTOR shall address complaints as soon as possible. Initial contact with the complainant shall be made within twenty-four (24) hours of receiving the complaint in person, by telephone or by e-mail. CONTRACTOR shall make every reasonable effort within established LTA policies to resolve complaints at its level. CONTRACTOR shall immediately report complaints to the LTA that meet the criteria listed below, as such criteria may be amended by the LTA from time to time:

- Complaints that cannot be resolved at CONTRACTOR level.
- Complaints that can be mitigated through timely actions only by LTA staff.
- Complaints by individuals that indicate they plan to complain to LTA staff, elected officials or the Federal Transit Administration.

CONTRACTOR shall prepare written reports on all complaints received in a format specified by the LTA. At a minimum, written reports on complaints shall be submitted to LTA weekly.

Requests for services not currently provided by ST shall be recorded and reported with complaints in a format specified by the LTA.

E. Service Interruptions

CONTRACTOR shall report to LTA in-service vehicle failures, lift failures of buses in service, and demand response vehicles operating more than thirty (30) minutes
behind schedule, based on reservation times, in a time and manner specified by the LTA. At a minimum, these items shall be recorded and reported to the LTA weekly in a written format specified by the LTA. The activities required to be reported and the format in which they are reported is subject to change at LTA’s discretion.

2.4.18 Vehicle Control and Scheduling

The CONTRACTOR shall implement and maintain an effective vehicle control system to maintain radio or telephone contact with all vehicles in service so as to provide supervision and guidance to vehicle operators, and respond to mechanical breakdowns, accidents and incidents in a timely and responsible manner consistent with industry practice.

The CONTRACTOR shall utilize a systematic method to schedule and transport ST passengers. The scheduling method shall integrate all demand for service into efficient vehicle tours that maximize productivity and assure service quality at levels prescribed in this Scope of Work.

2.4.19 Operations Headquarters

The CONTRACTOR shall be responsible for acquiring an operations headquarters that shall provide office space for the Project Manager and dispatch staff. The office space shall be ADA accessible and be located within the City of Hollister.

The CONTRACTOR shall provide and maintain operations and control room furnishings and equipment required to provide ST services. The CONTRACTOR shall provide and maintain computers, telephones, phone lines, maps, information boards, official time clock, desks, tables, chairs, and other office equipment as may be appropriate.

The CONTRACTOR shall be responsible for providing custodial services for the CONTRACTOR occupied areas. These areas include the restrooms, lobby and dispatch area, manager’s office, safety trainer office, supply room, and break room. Custodial services shall be performed at a minimum of twice a week. The CONTRACTOR shall also be responsible for providing cleaning and maintenance supplies for custodial services.

2.4.20 Telephone Reservation and Information System

The CONTRACTOR shall acquire a telephone system and respond to incoming calls from ST patrons for the purposes of requesting service information and demand response service or reservations. The CONTRACTOR shall advise the LTA if call volume appears to exceed phone line capacity to respond to incoming calls with a minimum of busy signals. The CONTRACTOR shall coordinate with the LTA annually or more frequently, if necessary, to monitor and evaluate call volume and the need for additional phone lines.

The CONTRACTOR shall install and maintain at the CONTRACTOR’s expense, separate telephone line(s) for business office, facsimile, internet or other calls. The CONTRACTOR shall make special efforts to respond to telephone service and information requests from hearing-impaired ST patrons. The CONTRACTOR may provide TDD equipment for communications with hearing-impaired patrons or use the California Relay Service.
2.4.21 Fares and Fare Collection

All fares of any kind or character to be paid by ST patrons shall be established by the LTA. The CONTRACTOR shall assure each patron pays the appropriate fare prior to provision of transportation service. All cash fares shall be paid by patrons in the exact amount due for their appropriate fare classification. Fares shall be deposited by patrons into the fareboxes provided by the LTA in each vehicle. The CONTRACTOR shall collect or otherwise process in the manner directed by the LTA all non-cash fares (vouchers, transfers, passes and the like). All fares collected are the sole property of the LTA.

In the event a farebox requires repair or replacement, the CONTRACTOR will, within 24 hours of the request, have the LTA repair and/or exchange the broken farebox to ensure that regular service is not interrupted. Any transfer of revenue shall be done in a secure fashion in accordance with the CONTRACTOR’s policies and procedures. All incidents of farebox malfunction shall be reported to the LTA within 24 hours. Minivans are not equipped with fareboxes due to size limitations. Fares on minivans shall be collected and secured in a manner satisfactory to the LTA.

2.4.22 Fare Revenue Processing

The CONTRACTOR shall process fares under dual custody at all times. When not in dual custody fares shall be stored in a vault or other highly secure, lockable container. Fares shall be counted utilizing dual custody in a room that is observable by supervisory staff either directly or by closed circuit television. CONTRACTOR shall reconcile fare revenues to passenger activity in a process approved by LTA. All fare accounting shall be in accordance with procedures to be proposed by the CONTRACTOR and approved by LTA. At least once each week, or more frequently if so directed by the LTA, the CONTRACTOR shall deposit fare revenue at LTA’s Administrative Office with deposit receipts. Reports on the revenues collected and deposited shall be provided to the LTA on a weekly basis. The LTA reserves the right to audit fare revenue collection and accounting at reasonable times without prior notification to the CONTRACTOR.

2.4.23 Fare Sales

Upon direction by the LTA, the CONTRACTOR’s office staff shall sell tokens and passes in accordance with procedures specified by the LTA. LTA shall notify CONTRACTOR in writing at least fourteen (14) days in advance of requirements or changes thereto. The CONTRACTOR shall assist the LTA and ST customers by providing accurate information to customers requesting information regarding pass and token sales.

2.4.24 Books, Record, Reports, and Inspection

The CONTRACTOR shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for the LTA under this AGREEMENT, on file for at least three (3) years following the date of final payment to the CONTRACTOR by the LTA. Original documents or certified copies shall be maintained locally at a place that shall be subject to the LTA approval. Any duly authorized representative(s) of the LTA shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during the CONTRACTOR’s usual and customary business hours. Further, any duly authorized representative(s) of the LTA shall be permitted to observe and inspect any or all of the CONTRACTOR’s facilities and activities during the CONTRACTOR’s usual and customary business hours for the purposes of evaluating and judging the nature and extent of the CONTRACTOR’s
compliance with the provisions of this AGREEMENT. In such instances, the LTA’s representative(s) shall not interfere with or disrupt such activities.

The CONTRACTOR shall collect, record, and report to the LTA on a monthly basis all accounting data for the ST operation in accordance with Section 99243 of the California Public Utilities Code, as is now in force or may hereafter be amended. All worksheets and detail information used to prepare these reports shall be available upon request.

The CONTRACTOR shall collect, record, and report all operational data required by the LTA in a format approved by the LTA. Such data shall include, but not be limited to, data required under Section 99247 of the California Public Utilities Code, as is now in force or may hereafter be amended, passenger count data by fare and demographic category, vehicle hours, vehicle miles, vehicle revenue hours, vehicle revenue miles, passengers per hour, wheelchair boardings, missed trips, accidents and incidents, complaints and compliments, demand service requests refused, and passenger no-shows.

Information concerning vehicle activity shall be collected daily on the demand response driver's log, route driver's report, dispatch log, and/or other forms as developed by the CONTRACTOR and approved by the LTA and shall be summarized daily on the Daily Operations Summary. Daily vehicle activity data shall include by individual vehicle the number of passengers, wheelchair boardings, pick-up and drop-off times for demand response, mileage, and revenue. Dispatch records must show times for receipt of service requests, pick up assignment made, actual pick up, variance between promised and actual pick up times, actual drop off time, and total time between pick up and drop off.

The Daily Operations Summary shall be compiled into weekly, monthly, quarterly and annual reports; and shall provide data according to the individual routes, modes and total system. Individual totals shall be provided for peak hour services, weekdays, and, if needed, evenings, and Saturdays.

In addition to statistical data, Monthly Reports shall summarize the employee safety program and training activities, employee turnover, and other information as may be requested from time to time.

The Project Manager shall prepare and submit monthly reports, which shall be submitted to the LTA no later than the tenth (10) calendar day of the following month, comprised of the following:

- Transmittal Letter
- Ridership
- Revenue Service Hours
- Revenue Service Miles
- Fares Collected
- Fare Sales
- Number of Service Days
- Lift-Assisted Trips
- Turn Downs
- No Shows
2.4.25 System Promotion

The CONTRACTOR shall not be responsible to undertake or fund any advertising or promotional activities on behalf of the LTA. The CONTRACTOR shall, however, cooperate with the LTA in any such activities initiated by the LTA by making available needed equipment and personnel at no cost or expense to the LTA. The CONTRACTOR also shall dispense the LTA information publications, respond to patron requests for information, act as a liaison and provider of system promotion information with and to community agencies and groups, and do all other things requested by the LTA to assist and support the LTA’s advertising and public information efforts. The CONTRACTOR is required to ensure that sufficient quantities of passenger information materials are maintained, and appropriately organized and displayed on each revenue vehicle at all times.

2.4.26 System Recommendations

The CONTRACTOR shall continually monitor ST operations, facilities and equipment and shall, as warranted, advise the LTA and make recommendations to it upon observed deficiencies and needed improvements. The LTA shall retain all authority to make determinations and to take action on such recommendations.

2.4.27 Route Planning and Schedule Coordination

The CONTRACTOR will provide the LTA with information to short and long-range planning and will collect data and perform miscellaneous surveys to be used in assimilating information needed to successfully monitor the service and clients and to respond to any and all reporting requirements. The CONTRACTOR will assist transportation planning staff at the LTA in service planning. Contributions may include mileage, vehicle, and any other resource requirements needed to implement new or modified service. The CONTRACTOR will also provide driver schedules, also called run-cuts or paddles, to the LTA upon request. This information may be used for the implementation of an AVL system, budget preparation, planning, and future RFPs and in making transportation presentations to the LTA, city, county, state, and federal agencies.

2.4.28 Holiday Service

Service will not be provided on New Year’s Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day and the day after, or Christmas Day, unless otherwise directed by the LTA to the CONTRACTOR in writing at least 30 days prior to the required day of service.
2.4.29 Service Interruption

In the event of a service interruption of any kind, the CONTRACTOR shall ensure that appropriate action is taken to mitigate the situation. In general, it is at the CONTRACTOR’s discretion how to mitigate such events.

The CONTRACTOR shall provide a contingency plan in the event of a work stoppage by employees and/ or in the event of lack of operators, supervisors, or maintenance personnel, in order to maintain and provide on-time bus service and acceptable performance standards to the LTA. This plan is due to the LTA no later than ninety (90) days from the execution of the AGREEMENT.

The CONTRACTOR will inform the LTA regarding any route problems, delays, detours, or vehicle breakdowns. Incidents/ accidents that cause major service interruptions, severe injuries, or media attention shall be reported to the LTA immediately. All service interruptions or detours when normal routing or service is resumed must be reported to the LTA.

2.5 Contractor Duties and Responsibilities on LTA-Owned Vehicles

The CONTRACTOR shall perform the duties and accept the responsibilities set forth below in connection with use of LTA vehicles and equipment.

2.5.1 LTA Vehicles and Equipment

By execution of the AGREEMENT for management and operations services, of which this Scope of Work is a part, the CONTRACTOR shall acknowledge receipt of the vehicles and equipment listed in Appendix C, and that each and every item has been received in good working condition. In the event the LTA provides the CONTRACTOR with additional buses and/ or equipment at future times, Appendix C shall be amended as set forth in AGREEMENT Section 1.6.2, Minor Changes. Upon termination of the AGREEMENT, the CONTRACTOR shall return all the LTA-owned equipment absent any damage, less reasonable wear and tear.

All LTA provided vehicles and equipment shall be used by the CONTRACTOR to perform the services as required in this Scope of Work. Use of LTA vehicles and equipment that is not directly related to passenger pickups and emergency road-calls is strictly prohibited. The CONTRACTOR shall comply with all applicable federal statutes and regulations in connection with radio system use.

2.5.2 Daily Vehicle Inspection and Servicing

The CONTRACTOR shall perform daily vehicle servicing on all LTA vehicles used in revenue service. Daily vehicle servicing shall include, but not be limited to, fueling; checking and, if necessary, adding engine oil and/ or coolant; farebox vault pulling and replacement; wheelchair lift check; brake check; light and flasher check; interior sweeping and dusting; graffiti removal, exterior and interior visual inspection; and driver’s report of vehicle safety, reliability, or performance defects, including climate control mechanisms. The CONTRACTOR shall develop, implement and maintain a written checklist, which shall be subject to the LTA’s approval, of items included in the daily servicing of each vehicle. The checklist will be utilized and kept on file for the LTA’s and California Highway Patrol’s review. This checklist requirement may incorporate or supplement CHP required driver’s pre-trip safety inspections.
In addition to the checklist, the CONTRACTOR shall complete and submit a work order to the LTA’s maintenance staff describing vehicle defects requiring fleet maintenance inspection or repair. CONTRACTOR must report directly to the LTA to ensure that defects noted in driver vehicle inspections are being repaired and not deferred for an unreasonable length of time. Preventative maintenance and vehicle repairs are performed by the LTA maintenance staff. The CONTRACTOR is responsible for reported vehicle conditions requiring repairs to the LTA maintenance staff in compliance with required General Maintenance Standards.

All daily vehicle inspection checklists and work orders shall be submitted to LTA maintenance staff at the end of each operating day in a manner to be determined by the LTA. CONTRACTOR shall review DVI’s daily to ensure that repairs have been made as requested and specific repair requests are not being repeated.

2.5.3 Vehicle Cleaning

The CONTRACTOR shall maintain LTA vehicles in a clean and neat condition at all times. A bus cleaning and washing log shall be maintained and furnished to the LTA on a monthly basis. 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 and dusted daily. Interior panels, windows, and upholstery shall be cleaned of marks as necessary. The interiors of all vehicles shall be thoroughly washed at least twice per week (or more often to maintain a clean, sanitary interior), including all windows, seats, floor, stanchions and grab rails. All foreign matter such as gum, grease, dirt and graffiti shall be removed from interior surfaces during the interior cleaning process. Any damage to seat upholstery shall be immediately repaired or reported to the LTA maintenance staff upon discovery.

Exteriors of all LTA vehicles shall be washed as required to maintain a clean, inviting appearance and in no event less than once per week. Exterior washing shall include bus body, all windows and wheels. Rubber or vinyl exterior components such as tires, bumper fascia, fender skirts and door edge guards shall be cleaned and treated with a preservative at least once per month, or as necessary to maintain an attractive appearance. Graffiti shall be removed as soon as is practical after it is detected, and in no case shall a vehicle be returned to service prior to the graffiti being removed. Buses shall be kept free of vermin and insects at all times. The CONTRACTOR shall exterminate all vermin and insects from all vehicles immediately upon their discovery, utilizing safe and non-hazardous materials.

The existing contractor estimates the daily cleaning of the buses requires 30 minutes per bus and the weekly interior and exterior cleaning requires 60 minutes. The fueling is estimated to be 10 minutes per bus per day. The CONTRACTOR has the option of continuing having the drivers clean and fuel the buses or provide alternative cleaning and fueling services that meet the standards required in this AGREEMENT. The CONTRACTOR shall promptly report all vehicle defects to LTA’s maintenance staff upon discovery.

2.5.4 Vehicle and Equipment Repair Due to Collision, Vandalism, or Abuse

CONTRACTOR shall be responsible for the cost of all repairs to LTA vehicles and equipment, regardless of the party found to be at fault for the damage, to correct loss or damage due to collision, vandalism, theft, abuse or as the result of CONTRACTOR filling a vehicle fuel tank with improper fuel, if such damage occurred while the vehicle was under CONTRACTOR’s care and control. If LTA determines that vehicle or
equipment loss or damage occurred while under CONTRACTOR’s care and control, LTA will notify CONTRACTOR and will complete the repairs or have the repairs completed by a third party, and the cost of said repairs shall be deducted from payments due Contractor.

Alternatively, LTA may, at its discretion, direct CONTRACTOR to expeditiously affect repairs. Repairs undertaken by CONTRACTOR shall be completed to LTA’s satisfaction. If any repairs undertaken by CONTRACTOR are not satisfactory to LTA, at its sole discretion LTA may allow CONTRACTOR an opportunity to correct the repair to LTA’s satisfaction at CONTRACTOR’s cost, or LTA may arrange for repairs itself and bill CONTRACTOR for the full cost of the repairs.

The CONTRACTOR shall promptly report vehicle damage to the LTA fleet maintenance staff. Should the LTA determine unreported vehicle or equipment damage is the responsibility of the CONTRACTOR, it shall notify the Project Manager or other designated on-site CONTRACTOR representative. As soon as is practicable, but in all cases within 24 hours after notification, the CONTRACTOR representative shall review the damage. The LTA shall then complete the work, document the repair or replacement on a work order, and the CONTRACTOR shall be responsible for the cost of repairs in accordance with the provisions of the AGREEMENT.

2.5.5 Roadcalls and Towing

The LTA fleet maintenance staff will respond to roadcalls to assist with disabled vehicles upon request by the CONTRACTOR. The CONTRACTOR shall adhere to the following procedures in making roadcalls:

The Driver shall notify the Dispatch Office of the location and problem(s) with the vehicle. The driver shall make every attempt to park the vehicle in a safe location that does not block pedestrian or vehicle traffic.

Dispatch notifies the LTA maintenance staff and forwards the information. Unless otherwise approved by LTA, a backup vehicle shall be dispatched to continue the affected route service.

The LTA maintenance staff will go on site to assess the situation. Maintenance will determine if the vehicle can be repaired on site or if it should be towed into the yard. Under no circumstances should a vehicle be left unattended.

In the event LTA maintenance staff is unavailable when first contacted, the dispatcher shall repeat attempts to contact staff up to 90 minutes prior to the scheduled closing of the dispatch office.

If LTA maintenance staff is still unavailable, 90 minutes prior to the close of dispatch, the dispatcher on duty shall request towing service to return the vehicle to the LTA’s maintenance facility at 3240 Southside Road, Hollister, California 95023. The dispatcher shall also notify the LTA of this course of action.

A vehicle shall not be left unattended overnight unless specific authorization is given by the LTA staff. In the event that a vehicle will be left unattended, the CONTRACTOR shall notify the appropriate law enforcement agency for the area in which the vehicle will be left. In such cases the driver shall secure the vehicle and remove all valuables.

After-Hours Roadcalls: When a situation occurs outside of standard Maintenance and Administration work hours, the Dispatcher shall attempt to contact LTA’s Executive
Director at the LTA office. If the Executive Director cannot be contacted there, the Dispatcher is authorized to contact the Executive Director at home. If unable to contact the Executive Director, the Dispatcher shall contact LTA’s Transit Manager and seek direction in this situation. Written direction from the LTA may supersede this directive.

If the roadcall is determined by the LTA to be caused by collision, vandalism, abuse, or CONTRACTOR employee error, then the cost of the roadcall shall be deducted from payment to the CONTRACTOR in accordance with the provisions of the AGREEMENT.

2.5.6 Vehicle Delivery

The CONTRACTOR shall provide the delivery of vehicles to the LTA-designated suppliers for repair and servicing as requested by the LTA maintenance staff. The CONTRACTOR shall deliver vehicles as quickly as practicable, but, in any case, within five (5) working days following any LTA request. Except when delivery is required to repair damage as described in Section 1.8.2, CONTRACTOR shall be entitled to reimbursement for vehicle delivery expenses as specified in the AGREEMENT.

2.5.7 Vehicle Fueling

Revenue vehicles shall be fueled by CONTRACTOR at LTA’s fueling facility. LTA shall be responsible for the actual cost of the fuel. The CONTRACTOR shall be responsible for fueling each vehicle with the type of fuel intended to be used for the type of engine in the vehicle. The CONTRACTOR shall reimburse the LTA for the cost of repairs to vehicles fueled by the CONTRACTOR with improper fuel. The CONTRACTOR shall adhere to any and all accounting, administrative and operating procedures required by the LTA in connection with fueling operations. The CONTRACTOR shall record all fueling activities by fuel type and submit a summary of such activities on the monthly report.

The cost of fuel and fueling of non-revenue vehicles shall be CONTRACTOR’s responsibility. Non-revenue vehicles shall not be fueled at LTA’s fueling facility.
3  EXHIBIT B - FEDERAL CONTRACT CLAUSES

Exhibit B to Agreement - Federal Contract Clauses

Parties referenced in the following clauses are defined as:

“Awarding Agency” is the San Benito County Local Transportation Authority (LTA)

“PROJECT” is the AGREEMENT for O peration of Transportation Services with the LTA

“CONTRACTOR” is the third-party vendor who has entered into the AGREEMENT for O peration of Transportation Services with the LTA

“Subagreements” are agreements made between the CONTRACTOR and any subcontractors to facilitate the accomplishment of this third-party contract

3.1 No Obligation to Third-Parties by use of a Disclaimer

A. No Federal Government Obligation to Third Parties. The CONTRACTOR agrees that, absent of the Federal Government’s express written consent, the Federal Government shall not be subject to any obligations or liabilities to any contractor, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, or third-party agreement, the Federal Government continues to have no obligation or liabilities to any party, including the CONTRACTOR or third-party contractor.

B. Third-Party Contracts and Subagreements Affected. To the extent applicable, federal requirements extend to third-party contractors and their contracts at every tier, and to the subagreements of third-party contractors and the subagreements at every tier. Accordingly, the CONTRACTOR agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each subagreement financed in whole or in part with financial assistance provided by the FTA.

C. No Relationship between the California Department of Transportation and Third-Party Contractors. Nothing contained in this Contract or otherwise, shall create any contractual relationship, obligation or liability between the California Department of Transportation and any third-party contractors, and no third-party contract shall relieve the CONTRACTOR of his responsibilities and obligations hereunder. The CONTRACTOR agrees to be fully responsible to the Awarding Agency for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR’S obligation to pay its third-party contractors is an independent obligation from the Awarding Agency’s obligation to make payments to the CONTRACTOR. As a result, the California Department of Transportation shall have no obligation to pay or to enforce the payment of any moneys to any third-party contractor.

D. Obligations on Behalf of the California Department of Transportation. The CONTRACTOR shall have no authority to contract for or on behalf of or incur obligations on behalf of the California Department of Transportation.

E. The Awarding Agency shall approve in writing all proposed Subagreements, Memorandums of Understanding (MOU), or similar documents relating to the performance of the Contract prior to
implementation. The CONTRACTOR agrees that it will not enter into any Subagreements unless the same are approved in writing by the Awarding Agency. Any proposed amendments or modifications to such Subagreements must be approved by the Awarding Agency prior to implementation.

3.2 Debarment and Suspension.

A. The CONTRACTOR agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. Section 6101 note; and U.S. DEPARTMENT OF TRANSPORTATION regulations on Debarment and Suspension and 49 CFR Part 29.

B. Unless otherwise permitted by the California Department of Transportation, the CONTRACTOR agrees to refrain from awarding any third-party contract of any amount to or entering into any sub-contract of any amount with a party included in the “U.S. General Services Administration’s (U.S. GSA) List of Parties Excluded from Federal procurement and Non-procurement Program,” implementing Executive Order Nos. 12549 and 12689, “Debarment and Suspension” and 49 CFR Part 29. The list also include the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12546 and 12689.

C. Before entering into any subagreements with any subcontractor, the CONTRACTOR agrees to obtain a debarment and suspension certification from each prospective recipient containing information about the debarment and suspension status and other specific information of that awarding agency and its “principals,” as defined at 49 CFR Part 29.

D. Before entering into any third-party contract exceeding $25,000.00, the CONTRACTOR agrees to obtain a debarment and suspension certification from each third-party contractor containing information about the debarment and suspension status of that third-party contractor and its “principals,” as defined at 49 CFR 29.105(p). The CONTRACTOR also agrees to require each third-party contractor to refrain from awarding any subagreements of any amount, at any tier, to a debarred or suspended subcontractor, and to obtain a similar certification for any third-party subcontractor, at any tier, seeking a contract exceeding $25,000.00.

3.3 Program Fraud and False or Fraudulent Statements or Related Acts

A. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 et seq. and US Department of Transportation regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31, apply to its actions pertaining to this PROJECT. Upon execution of an underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, and pertaining to the underlying contract or the federally assisted PROJECT for which this contracted work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 in the CONTRACTOR to the extent the Federal Government deems appropriate.

B. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a PROJECT that is financed in whole or in part with federal assistance originally awarded by the FTA under the authority of 49 U.S.C. Section 5307, the Government...
reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

C. The CONTRACTOR agrees to include the above two clauses in each subagreement financed in whole or in part with Federal Assistance provided by the California Department of Transportation. It is further agreed that these clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3.4 Access to Records

The Awarding Agency, the California Department of Transportation, the State Auditor General, and any duly authorized representative of the Federal government shall have access to any books, records, and documents of the CONTRACTOR and its subcontractors that are pertinent to this Contract of audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. The CONTRACTOR shall include a clause to this effect in every subagreement entered into relative to the PROJECT.

3.5 Record Keeping

The CONTRACTOR and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Contract. All parties shall make such materials available at their respective offices at all reasonable times during the performance and for three (3) years from the date of final payment under this Contract and all subagreements.

3.6 Accounting Records

The CONTRACTOR shall establish and maintain separate accounting records and reporting procedures specified for the fiscal activities of the PROJECT. The CONTRACTOR’S accounting system shall conform to generally accepted accounting principles (GAAP) and uniform standards that may be established by California Department of Transportation. All records shall provide a breakdown of total costs charged to the PROJECT including properly executed payrolls, time records, invoices, and vouchers.

3.7 Federal Changes, Amendments to State, and Local Laws, Regulations, and Directives

The terms of the most recent amendments to any federal, State, or local laws, regulations, FTA directives, and amendments to the grant or cooperative contract that may be subsequently adopted, are applicable to the PROJECT to the maximum extent feasible, unless the California Department of Transportation provides otherwise in writing.

3.8 Civil Rights (Title VI, EEO, & ADA)

During the performance of this Contract, the CONTRACTOR its assignees and successors in interest, agree to comply with all federal statutes and regulations applicable to grantee subrecipients under the Federal Transit Act, including, but not limited to the following:

as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection from training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation may issue.

B. Nondiscrimination. The CONTRACTOR, with regard to the work performed by it during the contract term shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. Department of Transportation’s Regulations, including employment practices when the Contract covers a program whose goal is employment. Further, in accordance with Section 102 of the Americans with Disabilities Act (ADA), as amended, 42 U.S.C. Section 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation may issue.

C. Solicitations for Subcontractors Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation by the CONTRACTOR for work performed under a subagreement, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the subcontractor’s obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Awarding Agency or the California Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, the CONTRACTOR shall certify to the Awarding Agency of the California Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the CONTRACTOR’S noncompliance with the nondiscrimination provisions of the Contract, the Awarding Agency shall:

1. Withholding of payment to the CONTRACTOR under the Contract until the CONTRACTOR complies, and/or
2. Cancellation, termination, or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The CONTRACTOR shall include the provisions of these paragraphs A through F in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR will
take such action with respect to any subcontractor or procurement as the Awarding Agency or the California Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such directions, the CONTRACTOR may request the Awarding Agency to enter into such litigation to protect the interest of the Awarding Agency, and, in addition, the CONTRACTOR may request the California Department of Transportation to enter into such litigation to protect the interests of the California Department of Transportation.

3.9 Incorporation of FTA Terms

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this AGREEMENT. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any California Department of Transportation requests which would cause the California Department of Transportation to be in violation of the FTA terms and conditions. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any Awarding Agency requests which would cause the Awarding Agency to be in violation of the FTA terms and conditions.

3.10 Energy Conservation

The CONTRACTOR agrees to comply with the mandatory energy efficiency standards and policies within the applicable California Department of Transportation energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42, U.S.C. Section 6321 et seq.

3.11 Buy America

The CONTRACTOR shall comply with the Buy-America requirements of 49 U.S.C. 5323(j) and 49 CFR Part 661 for all procurements of steel, iron, and manufactured products used in PROJECT. Buy-America requirements apply to all purchases, including materials and supplies funded as operating costs, if the purchase exceeds the threshold for small purchases (currently $100,000.00). Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(c) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

3.12 Lobbying

A. The CONTRACTOR agrees that it will not use federal assistance funds to support lobbying. In accordance with 31 U.S.C. and U.S. Department of Transportation Regulations, “New Restrictions on Lobbying.” 49 CFR Part 20, if the bid is for an award for $100,000.00 or more the Awarding Agency will not make any federal assistance available to the CONTRACTOR until the Awarding Agency has received the CONTRACTOR’S certification that the CONTRACTOR has not and will not use federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal grant, cooperative agreement, or any other federal award from which funding for the PROJECT is originally derived, consistent with 31 U.S.C. Section 1352, and;
B. If applicable, if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with the form instructions.

C. The CONTRACTOR shall require that the language of the above two clauses be included in the award documents for all sub-awards at all tiers (including subagreements, sub-grants, and contracts under grants, loans, and cooperative agreements) which exceed $100,000.00 and that all awarding agencies shall certify and disclose accordingly.

This Contract is a material representation of facts upon which reliance was placed when the Contract was made or entered into. These provisions are a prerequisite for making or entering into a Contract imposed by Section 1352, Title 31, U.S. Code. Any person who fails to comply with these provisions shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each failure.

3.13 Clean Air
A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq. The CONTRACTOR agrees to report each violation to the Awarding Agency and understands and agrees that the Awarding Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B. The CONTRACTOR also agrees to include these requirements in each subagreement exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

3.14 Clean Water
A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The CONTRACTOR agrees to report each violation to the Awarding Agency and understands and agrees that the Awarding Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B. The CONTRACTOR also agrees to include these requirements in each subagreement exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

3.15 U.S. Flag Requirements (Cargo Preferences) (Fly America)
A. Shipments by Ocean Vessel. For third-party contracts that may involve equipment, materials, or commodities which may be transported by ocean vessels, the CONTRACTOR and subagreements must comply with 46 U.S.C. Section 55303 and 46 CFR Part 381, “Cargo Preferences-U.S. Flag Vessels.”

B. Shipments by Air Carrier. For third-party contracts that may involve shipments of federally assisted property by air carrier, the CONTRACTOR and subagreements must comply with the “Fly America” Act and 49 U.S.C. Section 40118, “Use of United States of America Flag Carriers,” and 41 CFR Section 301-10.131 through 301-10.143.
C. Project Travel. In accordance with Section 5 of the International Air Transportation Fair Competitive Practices Act of 1973, as amended, ("Fly America" Act), 49 U.S.C. 40118 and 41 CFR Part 301-10, the CONTRACTOR and all subcontractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation, to the extent such service is available or applicable.

3.16 Charter Service Operations

The CONTRACTOR agrees to comply with 49 U.S.C. Section 5323(d) and 49 CFR Part 604, which provides that recipients and awarding agencies of the FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions listed at 49 CFR-Subpart B. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation. The CONTRACTOR assures and certifies that the revenues generated by its incidental charter bus operations (if any) are, and shall remain, equal to or greater than the cost (including depreciation on federally assisted equipment) of providing the service. The CONTRACTOR understands that the requirements of 49 CFR Part 604 will apply to any charter service provided, the definitions in 49 CFR part 604 apply to this contract, and any violation of this contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

3.17 School Bus Operations

Pursuant to 49 U.S.C. 5323(F) and 49 CFR Part 605, the CONTRACTOR agrees that it and all its subcontractors will: (1) engage in school transportation operations in competition with private school transportation operators only to the extent permitted by an exception provided by 49 U.S.C. 5323(F) and implementing regulations, and (2) comply with requirements of 49 CFR Part 605 before providing any school transportation using equipment of facilities acquired with federal assistance awarded by the FTA and authorized by 49 U.S.C. Chapter 53 or Title 23 U.S.C. for transportation projects. The CONTRACTOR understands that the requirements of 49 CFR Part 605 will apply to any school transportation it provides, that the definitions of 49 CFR Part 605 apply to any school transportation agreement, and a violation of the contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

3.18 Drug and Alcohol Program

The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the California Department of Transportation, or the Awarding Agency to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The CONTRACTOR agrees further to certify annually its compliance with Part 655 before February 15th and to submit the Management Information System (MIS) reports before February 15th to LTA, 330 Tres Pinos Road, Suite C7, Hollister, CA 95023. To certify compliance the CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.
3.19 Intelligent Transportation Systems (ITS) National Architecture


3.20 Section 504 and Americans with Disabilities Act Program Requirements

The CONTRACTOR will comply with 49 CFR Parts 27, 37, and 38, implementing and Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794, as amended.

3.21 Recycled Products

The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

3.22 Contract Work Hours and Safety Standards Act

A. The CONTRACTOR agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. Section 33 and also ensure compliance of its subcontractors; if applicable, CONTRACTOR shall comply with DOL regulations “Safety and Health Regulation for Construction” 29 CFR Part 1926.

B. No CONTRACTOR or subcontractor contracting for any part of the work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at the rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

3.23 Transit Employee Protective Arrangements (Transit Operation Only)

The CONTRACTOR agrees to comply with applicable transit employee protective requirements, as follows:

A. The CONTRACTOR agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contact and to meet the employee protective requirements of 49 U.S.C. 5333(b), and U.S.DOL guidelines at 29 CFR Part 215, and any amendments there to.

B. The CONTRACTOR also agrees to include the applicable requirements in each subagreement involving transit operations financed in whole or in part with federal assistance provided by the FTA.
4  EXHIBIT C - LTA VEHICLE AND EQUIPMENT LIST

Exhibit C to Agreement – LTA Vehicle and Equipment List

4.1  ST Vehicles

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<th>Make, Model</th>
<th>Number Seats</th>
<th>Fuel</th>
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<td>2008 Ford Starcraft</td>
<td>12A/2WC</td>
<td>Gas</td>
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<td>2010 Glaval</td>
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<td>5A/1WC</td>
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<td>62867</td>
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<td>16A/2WC</td>
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<td>2013 Dodge Caravan</td>
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<td>Gas</td>
</tr>
</tbody>
</table>

4.2  ST Radio Equipment

Kenwood NX-700 base station with “push-to-talk” radios in each vehicle with automatic digital ID feature. Vehicle location and tracking software using “push-to-talk” GPS location via Google Maps. Software allows remote monitoring capability for emergency situations.
5  EXHIBIT D - JOVENES DE ANTAÑO PROPOSAL AND BEST AND FINAL OFFER

Exhibit D to Agreement – Jovenes de Antaño Proposal and Best and Final Offer

5.1  Jovenes de Antaño Proposal

Jovenes de Antaño proposal response to LTA’s RFP #2018-01 - Operation of San Benito County Express and Specialized Transportation Services has been inserted into this AGREEMENT’s Exhibit D. AGREEMENT page numbering will be off due to the digital process of inserting the proposal file.
June 8, 2018

Jovenes De Antano
P.O. Box 860
Hollister, Ca. 95023
(831) 637-9275

Ms. Pauline Valdivia
Executive Director

The proposal herein is being submitted as a stand alone bid for the LTA's Specialized Transportation Service. Additionally the submission shall remain in effect for 180 days subsequent to the RFP closing date.

Ms. Pauline Valdivia as the current executive director is the legal agent for Jovenes De Antano and all contracts and/or agreements signed by her are legally binding.

Signed,

Pauline Valdivia
Executive Director
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Question 1

Describe your firm's general management philosophy at the corporate and local level for operation of service(s) similar to that for which your firm wishes to be considered.

Jovenes de Antano of San Benito County is a non-profit agency with a governing board of directors and an executive director. Established in 1975 through its incorporation as a social services agency serving the elderly of San Benito County. Its mandate was/is to improve the general welfare of the elderly through lunch, meals-on-wheels, specialized transportation, careworker coordination, social activities and referrals. The coordination and implementation of the various programs are delivered by the particular heads of each department and in particular ST services by an Operations Manager/Dispatcher under the aegis of the Executive Director/General and Site Manager.

Jovenes de Antano (JDA) was the entity officially designated by the Council of Governments (COG) over 30 years ago to coordinate all specialized transportation services; transportation of elderly to the lunch program, non-medical emergency transportation services for the elderly and person's with disabilities and their families, and escort services for the elderly when appropriate. JDA is officially represented on the County's Long Term Care Committee of public and private operators of a broad spectrum of human service agencies and organizations. The Executive Director of JDA has been on the Social Services Transportation Advisory Committee since its creation. This group was established in response to State Law to advise the COG on all issues affecting special transportation needs.

JDA currently provides specialized transportation to the designated population as listed above. This service is an integral part of the overall seamless blueprint of JDA's approach in the provision of specialized services to the elderly, the disabled and their families, and the disenfranchised of San Benito County.
Question 2

Describe you firm's corporate/regional organizational structure and the resources that will be available to support the intended service or service. Be specific regarding level of effort, staffing, location, etc.

Jovenes de Antano (JDA) operates a variety of social service programs through contracts with State of California (Area Agency on Aging), the County of San Benito, and the Council of Governments/Local Transportation Agency (COG/LTA). The executive director administers the various funding sources and delegates the specific responsibilities of each department to the respective supervisory personnel.

The Specialized Transportation service has been an established component of JDA well over twenty-eight (28) years since its inception through the City of Hollister. Along with JDA's administrative and other services Specialized Transportation is centrally located at 300 West Street in the City of Hollister. The Specialized Transportation component presently entails: 1) senior transportation and escort services, 2) coordinated out-of-county non-emergency medical transportation, 3) senior lunch program transportation, and 4) medical and shopping assistance transportation. The transportation services are an essential aspect of JDA's integrated strategy for San Benito County. As stated previously supervisory personnel coordinate the many programs under JDA's corporate umbrella and as a local agency all expenditures and revenue remain within the county thereby bolstering the local economy. Specific to Specialized Transportation the department and its services are supervised by the Operations Manager/Dispatcher who, oversees the drivers, volunteers, schedules routes, makes reservations bilingually, files reports, tracks and monitors all transportation outcomes and regularly reports to the executive director. There is a constant flow of information between the supervisor and executive director that any unforeseen incidents are addressed in a timely manner avoiding any disruption in service.
Question 3

Describe how your proposed operation would be organized at the local level in San Benito County. With your answer, include an organization chart indicating all job classifications in the organization and the number of employees (split between full-time and part-time) that would be used in each job classification. Provide a brief description of the duties of each position. At a minimum, the chart and description should address the following positions or position equivalents: Site Manager, Operations Manager, Safety and Training Manager, Supervisor/Dispatcher, Road Supervisor, Customer Service Specialist, Bus Driver and administrative support personnel. Provide any information that would assist in determining the quality of the proposed organizational approach.

Attached is the organizational structure for JDA, INC.

The position equivalent to the Site and General Manager is the Executive Director who oversees the entire JDA agency. The Executive Director regularly communicates with LTA staff and is updated periodically on any regulation changes or other pertinent information. The Operations Manager is the equivalent to the Safety and Training Manager, Supervisor/Dispatcher, Road Supervisor, and Customer Service Specialist. The Operations Manager implements policy via the Executive Director and functions as the day-to-day official, setting schedules, coordinating drivers and volunteers, and is the bilingual customer specialist serving the public and clients. As JDA is a local entity with minimal personnel most wear multiple hats in the effective functioning of its services. The attached detailed organizational chart clearly identifies the various departments and specifically the Specialized Transportation component which is the subject herein.

There are four permanent part-time drivers and one permanent three-quarter-time driver. Of these five three are Class B licensed alternating between the two bus/vans and the other two drivers who are Class C licensed operate the mini-vans. There is a permanent pool of relief drivers and auxiliary volunteers as well avoiding any disruption in service.

Administrative support consists of fiscal personnel and office personnel assigned to the Operations Manager providing various duties as directed.

The Operations/Dispatcher is a full-time position. All fiscal and office support staff are assigned intermittently as duties dictate equaling 1/4-1/2 FTE contingent on circumstances.
Question 4

For each job classification shown in the organization chart submitted for Question 3 above, list the proposed wages for each position utilizing Form A-4 in Appendix A, titled Labor Wages. Contractor shall certify in its response to this question that it will not lower the stated wage rates during the term of the agreement either for employees of the existing contractor or for employees hired after the agreement becomes effective.

The proposed wages for each position are listed in Form A-4 (Detailed Costs) and Form A-6 (Labor Wages) per instructions to this question. (Form A-4 as listed above is not titled Labor Wages in the RFP but Detailed Costs. Labor Wages is Form A-6, however JDA has included both).

JDA will not lower wages for either its current staff or subsequent new hires. Certification of this statute follows below:

JDA certifies that current wages will not be lowered for current staff or new hires subsequent to agreement of this contract.

Executed this 15 day of July, 2018

Company Name: Jovenes de Antano

By,

[Signature]

Ms. Pauline Valdivia
Executive Director, Jovenes de Antano
Question 5

Specifically identify and describe the experience and qualifications of the proposed Site Manager, Operations Manager and Safety & Training Manager. In addition to concise descriptions of these individuals, one page resumes for these individuals must be included in the response to this question. Identify references (including phone numbers) who can verify experience.

The Site Manager and General Manager positions are combined in the Executive Director of JDA. This position is held by Ms. Pauline Valdivia with over 32 years of experience in the Specialized Transportation service. Said service was initially established by the City of Hollister and in 1990 transferred to LTA of San Benito County. Ms. Valdivia in the capacities of Site and General Manager submits monthly detailed reports to LTA per NTD reporting requirements and oversees implementation of LTA regulations. Ms. Victoria Rivera is the Operations Manager/Dispatcher which subsumes the Safety & Training Manager position. Ms. Rivera compiles the various reports submitted to her by the lead driver, drivers and office/volunteer personnel. The day-to-day operations are supervised by Ms. Rivera though not limited to bilingual customer service, scheduling of routes and pick-ups, safety and training (per Federal Transportation Administration drug and alcohol testing reporting requirements), coordinating relief-drivers and volunteers, collection of fares and monitoring on-time compliance. In addition Ms. Rivera has been employed by JDA for 27 years and like her supervisor (Ms. Valdivia) bring experience and depth to Specialized Transportation. As per requested both one page resumes are attached to this question.

Per instructions resumes for Ms. Valdivia and Ms. Rivera are attached.
Resume

Ms. Pauline Valdivia
700 C Street
Hollister, Ca. 95023
Ph. (831) 637-7711

Profile:

Have developed and directed several agencies and non-profits. Vast experience in management of departmental personnel dispersed through various programs. Familiar with budget administration, expenditures and prioritization. Bilingual/Bicultural

Work History:

1975-Present: Have directed JDA for 30 years plus. Responsibilities have included initial development of program under the Golden Age Nutrition mandate. Expansion of agency to include outreach, Senior Lunch program, Meals-on-Wheels, coordinated Specialized Transportation, Care-giver support, Case Management and Supportive Services. Overall management of agency has included coordinating services with local and State governments, adherence to regulations, compliance of programs to funding sources.

Education:

San Benito High School- Graduate
Gavilan College
RCFE Administrators License
CCLD Administrators License

Civic Engagement:

Mayor-City of Hollister
Elected member of Hollister City Council
Member- Council of Governments (COG)

References:

Fernando Gonzalez     Owner Tru-Value Hardware (831) 637-1338
Walter Ormonde       Former JDA Board of Directors-Chair (831) 630-1003

Jovenes de Antano 2A
Resume

Victoria Rivera
290 Miller Rd.
Hollister, Ca. 95023

Profile:

Experience in managing and coordinating variable facets of diverse programs. Able to act independently and think strategically. Attuned to working under-pressure and able to meet goals and outcomes for employer.

Work History:

1991-present: Under the direction of Executive Director coordinate Specialized Transportation and various other programs. Specific to ST the conduction of training and safety classes for new-hires and current drivers, dispatcher, bilingual customer service, compilation and coordination of routes, coordination of drivers, relief drivers, volunteers and establishment of “go-to-pool” of drivers to avoid disruption of services. Have other responsibilities not specific to ST, supervision of office assistants, evaluations, submission of diverse reports to executive director.

Education:

San Benito High School 1987 Graduate
Certificate of Supervisor Training-updated 2017

Civic engagement:

Member San Benito County Grand Jury
San Benito County Board of Elections-Inspector and Trainer, County wide Inspector/Rover

References:

Yolanda Beltran- San Benito County Behavioral Health-831-636-4020, 831-801-0290
Shayla Gonzalez- San Benito County Elections Office- 831-636-4016

Jovenes de Antano 2A
Question 6

Declare whether or not your firm would retain the employees of the prior contractor for a period of not less than 90 days, consistent with California Labor Code Sections 1070-1074. (As required by law, LTA will give a ten-percent (10%) preference to any proposer who agrees to retain the non-exempt employees of the prior contractor. )
Beyond said 90-day period, describe how you intend to utilize the current contractor's drivers, dispatchers, supervisors and other employees. What consideration, if any, would be given to seniority among existing contractor's employees.

JDA as the current provider of ST services will retain all employees subsequent to contractual agreement.
Question 7

a) Describe your firm's proposed program to accommodate “no shows”, absenteeism, vacation and turnover of employees. What assurance does the LTA have that there will be no missed runs due to a lack of employees.

b) Provide a contingency plan in the event of a work stoppage by employees and/or in the event of lack of operators, supervisors, or maintenance personnel, in order to maintain and provide on-time bus service and acceptable performance standards.

a) JDA maintains a relief driver pool to accommodate “no shows”, absenteeism and sick-leave/vacations. LTA has historical assurances that JDA has proven effective in having zero missed runs due to the lack of employees.

b) Again JDA maintains a relief driver pool of community volunteers and would utilize personnel of this pool as a contingency plan. JDA has not had a work stoppage to date or personnel unwilling to work. JDA maintains on-time service and high performance standards.
Question 8

Describe how your firm will monitor service quality.

JDA because of its historical ties to San Benito County and the various communities throughout the county monitors service quality in three particular ways; First, through a measurable quantitative method in the use of customer satisfaction surveys administered quarterly. Secondly, through a qualitative measure of an in depth interview with one client of each of the ST services. (Out-of-county-non emergency medical, senior lunch, and Medical/shopping assistance). And thirdly, through anecdotal or informal discussions through-out the year from former clients, current clients, and lunch program clients (Congregate Meals Program). JDA consistently keeps abreast of the community it has faithfully served for over 30 years.
Question 9

Describe your methodology for assessing on-time performance. Discuss your approach to ensuring the validity of data collected throughout this process.

The methodology utilized is quantitative data collection through quarterly customer surveys. The validity of the data collected is blind since the participants' names are not known. It's an anonymous survey. A further follow-up to add validity to the collected quantitative data are the qualitative follow-up interviews which are selected at random from current and former client lists. Both these approaches are conducted through Spanish/English surveys and bilingual staff in the interviews.
Question 10

Describe procedures proposed to ensure the LTA staff is kept informed of project developments.

JDA submits monthly on-line reports to LTA. JDA has always kept LTA staff informed of any program developments and will continue to do so.
Question 11

Describe the proposed cleaning operation including, at a minimum, person-hours devoted to cleaning, investment in cleaning equipment and supplies.

Does your firm intend to subcontract out for bus cleaning? Describe specifically how your firm will monitor bus cleaning and ensure compliance with the Scope of Work if deficiencies are discovered during monitoring procedures.

The buses and vans are cleaned daily by the respective drivers. The daily cleaning is considered a "tighten-up" cleaning maintaining a neat look and one-hour is allocated for this purpose. Deep cleaning is done at the LTA depot utilizing the wash basin. JDA does not subcontract cleaning services and the driver job description stipulates that bus/van cleaning is part of the drivers' duties. The monitoring of the bus/van cleaning is monitored by the operations manager or her designate and any areas of concerns are recorded and subsequently addressed in a timely fashion. To date JDA has not recorded any serious deficiencies via the Scope of Work stipulations.
Question 12

Describe your firm's proposed customer service component. Which personnel will handle telephone and over-the-counter information? Verify in your answer that one will be available to provide bus information in Spanish during weekday office hours.

JDA's customer service component has been managed by the Operations Manager (Ms. Victoria Rivera) for at least 27 years. She is bilingual and supervises bilingual office assistants and volunteers. All information requested by the public, clients, or potential clients is within her purview and/or her designates efficiently imparting veracity and accuracy.
Question 13

Describe specific experience with RouteMatch dispatch software.

JDA as current ST provider does not operate RouteMatch.
Question 14

Describe the proposed ongoing safety program.

JDA's ongoing safety program provides bi-monthly one hour meetings covering general safety and emergency situations; accidents, client/passenger exigencies, detours and road hazards, malfunctioning of bus/vans. Each topic is explored and discussed. Similes are given. All bi-monthly meetings are conducted by the Operations Manager/Dispatcher.

In addition quarterly meetings and/or trainings are held during the calendar year. These meetings are conducted by a consultant who is a state certified safety trainer.
Question 15

Describe your experience collecting, record keeping and reporting to your clients (i.e. the contracting agency or LTA) the data necessary for them to comply with National Transit Database reporting requirements and Federal Administration drug and alcohol testing reporting requirements.

JDA has over 28 years experience in collecting and recording data per NTD and FDA requirements. All said reports are submitted monthly to LTA.
Question 16

The Contractor shall be responsible for all fare collection and reconciliation activities, safeguarding and depositing all fare revenues in a dedicated account as directed by the LTA, and for all fare/revenues reporting. Discuss your approach to ensuring funds will not be stolen, pilfered or misplaced and ensuring the validity of data collected throughout this process.

JDA has collected fares reconciling and depositing them in a dedicated account for over 28 years. The validation of the collection and reporting processes is conducted in the following manner:

Drivers collect and record fares

Drivers submit fares and tally sheets to operations personnel (usually manager and office assistant) three sets of eyes

Fares are counted and verified by driver, office staff and placed in a locked cabinet with tally sheets; Clients who pay fares directly to office staff are given a receipt and witness funds placed in the locked cabinet as well

Fares are then counted again by operations manager and office staff then taken to LTA office by operations manager on a weekly basis.
Question 17

Briefly, outline the proposed driver training program for new drivers and retraining for veteran drivers. Included at a minimum must be an outline of the topics covered, the time devoted to each topic, the number of classroom hours, the number of behind-the-wheel hours with trainers only, the number of driving hours in regular service with a trainer or instructor, the amount of time devoted to training on ADA compliance and disability sensitivity and awareness, the amount of time to customer relations training, and the amount of time spent training with each type of vehicle in LTA’s fleet. In addition to the above, a complete detailed description of the driver training program and/or driver handbook may be submitted under section 5.4.6. Supplemental Information Proposer Wishes to Provide.

Under the Supplemental Information tab is the JDA Driver Handbook. All drivers whether new or veteran spend a total of 10 class-room hours covering the major topics in the handbook. The subjects include but are not limited to ADA sensitivity and compliance and customer relations.
New drivers spend 2-6 hours behind-the-wheel with trainers/regular route drivers (though all new hired Class B drivers are already experienced and DMV Certified and drug tested) and in regular service. Regular service hours variate depending on the number of appointments and destinations of the clients.

Class B licensed drivers alternate between both bus/vans and mini-vans. Class C licensed drivers alternate between the three mini-vans but do not drive the bus/vans due to license restrictions.
Question 18

Provide a transition plan in sufficient detail to describe how the transition would occur during a change in contractors, including a timeline showing significant milestones. The plan should include, at a minimum, an overview of the start-up approach including an implementation schedule outlining the steps to be taken and timing up to the point of the beginning of the service. The plan should include how the firm proposes to ensure that, during the transition from the current contract to the new contract, transit service will be provided in a continuous, uninterrupted and apparently seamless manner and that the breadth of system knowledge among employees is no less than that possessed by employees prior to the beginning of the new contract. Describe how the proposer's knowledge of the intricacies of the CE and/or ST services will be sufficient to ensure that LTA staff will not need to spend time educating the proposer's staff on such matters.

As the sole provider of ST services for over 28 years JDA has no transition plan. In the event another firm is selected JDA will make all relevant data available to selected bidder. LTA staff is familiar with JDA's ST services and will not need to spend time educating JDA staff.
Question 19

Discuss any agreements you might have reached with the current union. If your firm has not reached any agreements with the current union, your firm may include a brief description of other successful agreements reached with unions on other contracts.

JDA has no union representing its employees and as such has no contractual agreements.
Question 20

List the experience your firm has providing and/or managing publicly funded transportation service similar to that provided by CE and/or ST (the experience should be relevant to the service for which the proposal is submitted). For each service listed, provide dates of service, annual revenue vehicle hours, number and types of vehicles, annual ridership and the name, telephone number and email address of responsible individuals who can verify service.

In 1975 JDA was one of the first organizations to provide transportation services to the elderly of San Benito County. At that time these services were under the authority of the City of Hollister and later through a State mandate the Council of Governments/Local Transportation Authority were created to oversee the particular service of Specialized Transportation and what has become County Express. JDA is more than qualified to administer ST services not only because of its experience and depth but also because of its unwavering commitment to serving the elderly, the disabled and their families.

Listed below are the requested particulars for ST annual revenue vehicle hours, annual ridership and types of vehicles:

2016/2017-revenue vehicle hours: ST Out-of County Medical-3,916. ST Senior Lunch-1,457.5. ST Medical-Shopping Assistance 1,368.

2016-2017-annual ridership; ST Out-of-County Medical -5,868. ST Senior Lunch-9,490. ST Medical-Shopping-1,444

Types of Vehicles- 2 Bus/Vans; 3 Mini-Vans

Verification- General Manager Ms. Pauline Valdivia 831-637-9275-jantano@aol.com
Operations Manager/Dispatcher Ms. Victoria Rivera 831-637-9275-jantano_vrivera@aol.com
Question 21

List any exceptions you request to the draft Agreement and/or Scope of Work. Exceptions not described in reply to this question will not be considered at a later date unless initiated by LTA staff.

JDA has no exceptions.
Question 22

List any service, program, resource, new or creative idea or proposal detail not mentioned earlier that would be of benefit to the LTA at no additional charge.

None at this time.
Question 23

List and price any other items you propose to offer as an option in addition to the items required by the RFP, the Agreement and the Scope of Work.

JDA does not have any other option at this time that would supplant, or expand the Scope of Work or the Agreement as specified in the RFP.
Question 24

Describe the medical (including prescription coverage), dental and vision benefit packages to be provided to employees. Show the cost of these benefits in Appendix A, Form A-5. Provide the following information for each of the three types of benefits:

a. Name of plan
b. Description of plans key benefits
c. Cost to employees for plan for employee only and for employee plus dependents
d. Deductible to be paid by employee and/or co-pays required
e. Annual cost to proposer per employee to provide benefit
f. Indicate if the benefit would be available to part-time employees and how benefit and/or its cost to part-time employees would differ from that provided to full-time employees.

As stated herein benefit costs are located in FORM A-7 not FORM A-5.

Medical - Blue Shield; no cost to full-time employees, dependents not covered except at variable cost to employee; plan available to part-time employees at some cost; since plan is available at a cost to part-time employees and at no cost to full-time employees the difference is **cost and no cost**.

Dental - Premier Dental; Full-time employees only not available to part-time employees due to prohibitive costs. Plan variate on actual benefits.

Vision - VSP; Full-time employees

The annual cost to employer per full-time employee is $15-$16,000
Question 25

Describe proposer's intended retirement plan, vacation leave, sick leave, holidays, life insurance coverage, and other benefits. Show costs attributed to the benefits in the appropriate form included in Appendix A, Form A-5.

The costs associated with JDA's benefits explained herein are on Form A-7 titled Benefit Costs and not Form A-5 which is stipulated for Start-Up Costs. JDA has no Start-Up Costs.

At this time JDA has no retirement plan for its employees. The vacation time is accrued and prorated after a six-month probationary period. Sick leave is accrued and prorated from the moment of employment but can not be utilized until after six-month probationary period. JDA has 10 paid holidays in which there are no services and employees are paid after the six-month probationary period. JDA has other benefits i.e. paid 3 day bereavement which also takes effect after the six-month probationary period.

JDA provides a $15,000 life-insurance coverage to eligible employees payable to surviving beneficiaries. As stated these costs are entered into Form A-7 per the RFP.
Question 26

Has your firm applied for credit protection under any bankruptcy proceedings over the past five years? (Answer “yes” or “no”. If the answer is “yes” give details).

No applications for credit protection ever filed.
Question 27

Is there any recent, current or pending litigation involving transit services operated by your firm due to accidents that have resulted in death or serious injury? ("Recent" shall be defined as any judgment entered or settlement reached within the past five years which resulted in a dismissal of a lawsuit). Answer "yes" or "no". If the answer is "yes", provide a detailed description of each accident/incident. Describe the plaintiffs' allegations of negligence by your firm, if any, and your firm's response if any. For traffic accidents, specify the party determined by the investigating law enforcement agency to be at fault and why. The court of jurisdiction and number of each case shall be included.

No recent, current or pending litigation of transit services.
Question 28

Has any public transit agency, since January 2012, terminated a contract with you firm prior to the contract's intended expiration date or elected not to exercise an option term. Your response must state yes or no. If the answer is yes, the following information must be provided for each contract termination.

1. Transit operator name and address.
2. Name and telephone number of contract administrator for said transit operator.
3. Explanatory information.

JDA has no terminations with any public transit agency or any public agency.
SPECIALIZED TRANSPORTATION

Price Proposal

Provide a proposed fixed monthly rate plus a rate per revenue vehicle hour for the operation of Specialized Transportation service in compliance with the Agreement and Scope of work shown in RFP. Form must be fully completed for the entire proposal to be deemed responsive.

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Name of Submitting Firm: Jovenes de Antano
Name and Title of Authorized Signer: Pauline Valdivia
Signature of Authorized Signer: [Signature]
Date: 6-Aug-18

Total Cost for 8 Years (3 Base Years + 5 Option Years) $2,790,449.00
## Form A-4

### Detailed Costs for: ST (Enter CE, ST or Combined)

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### Name of Proposing Firm:

Jovenes de Antano
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### Form A-4

**Name of Proposing Firm:** Jovenes de Antano

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Page 3
Form A-4

DETAILS

Facilities Utilities:

C-1 Storage

This is a prorated amount of cost of storage facility per year.

Insurance:

E-1 Umbrella Insurance

Cost of Umbrella Insurance to provide the required coverage by the LTA of $5,000,000 per occurrence.
Form A-5

Name of Proposing Firm:

Jovenes de Antano

START-UP COSTS FOR OPTION:

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**PART TIME LABOR WAGES**

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**FULL TIME LABOR WAGES**

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**Name of Proposing Firm**: Jovenes de Antano
## LABOR BENEFITS FOR: Jovenes de Antano

### Form A-7

#### FULL TIME LABOR BENEFITS

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**Subtotal:** 1

#### PART TIME LABOR BENEFITS

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<td>Bus Cleaning Supervisor</td>
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**Subtotal:** 4.33

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He totals are for the first year. The instructions did not specify a three year period. However, if LTA would want a three year period, we will make those figures available.
Appendix B (Forms to be submitted with Proposal)

Form B-1: DBE Participation

This form must be completed for the Prime Contractor submitting the Bid, Proposal or Quotation and each subcontractor listed in the Bid, Proposal or Quotation who will be performing work under any subsequent contract.

A Disadvantaged Business Enterprise (DBE) is defined as follows:

A for-profit small business concern that is:

- at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of corporation, in which 51-percent of the stock is owned by one or more such individual; and

- whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

If your firm is a DBE, as defined above, please indicate below (check one box):

☐ Yes, my firm does qualify as a Disadvantaged Business Enterprise.

☒ No, my firm is not a Disadvantaged Business Enterprise.

If you answered “yes” above, please attach your DBE Certification to this page.

Dated: August 1, 2008

Official Address:  P.O. Box 860
Hollister, Ca. 95023

Name of Bidder: Jovenes de Antano

By: [Signature]

Title: Executive Director
Form B-2: Non-Collusive Affidavit

STATE OF California

COUNTY OF San Benito

being first duly sworn, deposes and says:

That he/she is Pauline Valdivia of the firm of

Jovenes de Antano

the party making the foregoing Bid, that such Bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham Bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the SAN BENITO COUNTY LOCAL TRANSPORTATION AUTHORITY or any person interested in the proposed contract; and that all statements in said bid are true.

That neither any officer or employee of SAN BENITO COUNTY LOCAL TRANSPORTATION AUTHORITY is in any manner interested, directly or indirectly, in the bid to which this Non-Collusive Affidavit is attached, nor in the Contract which may be made pursuant to said Bid, nor in any expected profits which may arise therefrom.

Dated: August 1, 2018

Official Address: P.O. Box 860 Hollister, Ca. 95023

Name of Bidder: Jovenes de Antano

By

Title Executive Director

See Jurat attached hereb.
CALIFORNIA JURAT WITH AFFIANT STATEMENT

☐ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], not Notary)

______________________________  ________________________________
Signature of Document Signer No. 1  Signature of Document Signer No. 2 (if any)

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

State of California
County of __San Benito__

Subscribed and sworn to (or affirmed) before me

on this __1st__ day of __August__ 2018,

by ________________

(Date) ________________

(Month) ________________

.Year ________________

(1) ________________

(Pauline Valdivia)

(and (2) ________________)

(Name(s) of Signer(s))

proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

______________________________
Signature ________________

(Ma. Gpe. Maldonado Monteon)

Notary Public - California
San Benito County
My Comm. Expires Jul 1, 2019

O N T I O N A L

Though this section is optional, completing this information can deter alteration of the document or
fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: __Form B-2: Non-Consensual Executor__

Document Date: __August 1, 2018__

Number of Pages: __1__

Signer(s) Other Than Named Above: __None__

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827)  Item #5910
Form B-3: Eligible Bidder Certificate

The bidder hereby certifies that he/she is not on the Comptroller General of the United States of America list of ineligible bidders.

Dated: August 1, 2018

NAME OF BIDDER: Jovenes de Antano

BY: 

TITLE: Executive Director

BY: 

TITLE: President, Board of Directors

Jovenes de Antano
Form B-4: Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a third-party contract), **Jovenes de Antano** certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and,

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third-party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A THIRD-PARTY CONTRACT), **Jovenes de Antano**, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

[Signature & Title of Authorized Official]
The undersigned legal counsel for the Jovenes de Antano
Hereby certifies that the Executive Director has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

[Signature]
Signature of Applicant's Attorney

[Date]
8/4/18
Form B-5: Certification of Lower Tier Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion

The lower tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third-party contractor, or potential subcontractor under a third-party contract),

__Jovenes de Antano__, certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(I the lower Tier participant (potential sub-grantee or sub-recipient under a FTA project, potential third-party contractor, or potential subcontractor under a third-party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.)

THE LOWER-TIER PARTICIPANT (POTENTIAL SUB-GRANTEE OR SUB-RECIPIENT UNDER AN FTA PROJECT, POTENTIAL THIRD PARTY CONTRACTOR, OR POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD PARTY CONTRACT)

__Jovenes de Antano__, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

[Signature]

Executive Director

Signature and Title of Authorized Official

____August 1, 2018____

Date
Form B-6: Certification of Restriction on Lobbying

I, __Pauline Valdivia__, Executive Director, hereby certify on
(name and title of grantee official)

behalf of __Jovenes de Antano__ that
(name of grantee)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, and an employee of a grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this __1__ day of __August__, 2018__.

By __[Signature]__
(signature of authorized official)

[Title]
(title of authorized official)
Form B-7: Buy America Certificate

The CONTRACTOR agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. Requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 50 percent domestic content.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date __August 1, 2018________________

Signature

Company Name __Jovenes de Antano__

Title __Executive Director__

OR

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Date ________________________________

Signature ______________________________

Company Name _________________________

Title _________________________________
Form B-8: Acknowledgement of Addenda

Jovenes de Antano
(Proposer or Proposed Subcontractor Business Name)

hereby acknowledges receipt of all Addenda through and including:

Addendum No. 1, dated 05/24/18
Addendum No. 2, dated 07/13/18
Addendum No. 3, dated 07/25/18
Addendum No., dated
Addendum No., dated
Addendum No., dated
Addendum No., dated
Addendum No., dated
Addendum No., dated

Authorized Representative Name and Title: Pauline Valdivia, Executive Director

Authorized Representative Signature: [Signature]

Date August 1, 2018
JOVENES DE ANTAÑO
TRANSPORTATION SERVICES

VAN DRIVER'S HANDBOOK
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SECTION I: Outline of Driver Training Program

Applicants for the Van Driver position must apply for employment through the JDA Personnel Department by completing a job application. Minimally qualified applicants are interviewed, and if selected for employment must fill out a New Driver Request and Authorization Form and the Individual Driver Questionnaire. These two forms and the drivers DMV printout are forwarded to the insurance carrier. Once the new driver is insured the training begins.

All van drivers must successfully complete a thorough program of classroom and on road training before they are allowed to transport passengers.

After an orientation, trainees first review the Van Driving Guidelines and the Passenger Assistance and Relation Procedures. The remainder of the classroom training follows. A test is given after the Defensive Driving portion of the classroom training. The trainee then goes on observation and evaluation by the regular driver.

Most new drivers are initially hired as backup drivers. As routes become available, interested backup drivers are assigned to them on the basis of seniority. Each driver's performance is evaluated by the immediate supervisor at three months, six months, one year, and then annually, or when the need arises. All new drivers must successfully complete an initial three month Personnel Policies for complete information about conditions of their employment.

Staff meetings are held monthly. These meetings are used for general information sharing and team building, and also for specific training in areas such as the use of fire extinguishers and two way radios, passenger sensitivity, proper procedure for transferring passengers, avoidance of back and neck strain, stress reduction, paperwork and forms, etc.

Congregate Senior Meal Sites:

Hollister Community Center  
300 West St., Hollister

San Juan Community Center  
1st and San Jose St., San Juan Bautista

JDA Adult Daycare Center  
300 West St., Hollister

JDA Out-of-County-Medical Transportation  
JDA-Schedules and provides out-of-county medical transportation to clients who need medical services that are not provided in the
County of San Benito. JDA also schedules transportation to the Salinas Dialysis Center for those clients that need treatment due to chronic kidney failure.

Operated by the Golden Age Nutrition Program, these two sites provide a hot nutritious meal to seniors, Monday through Friday at noon. The van driver, in cooperation with the Senior Nutrition Site Managers, pick up and deliver seniors to each of these sites.

JDA also provides transportation services to Social Service office, hospitals, and to a variety of doctors' offices, medical complexes, nursing homes, board and care homes, and senior retirement homes.

SECTION II: PASSENGER ASSISTANCE & RELATIONS

II. A Passenger Assistance Techniques

Elderly and handicapped people are special persons. They deserve our respect—elderly persons for their years of experience and wisdom, and handicapped persons for their fight to lead normal lives. Imagine how elderly and handicapped persons feel, and treat them as you would like to be treated.

BE COURTEOUS AND PATIENT ALWAYS
1. Follow the Golden Rule—Do to others as you would have them do to you.
2. Respect the pride and desire for independence of elderly and handicapped persons.
3. Give whatever help is necessary, but do not draw extra attention to the passenger.
4. Speak clearly and look at hearing-impaired persons so they can read your lips.
5. Answer questions and give directions simply and slowly for mentally-challenged persons.

A knowledge of passenger assistance techniques reduces injuries when vehicle accidents occur, and more importantly this knowledge helps prevent injuries to the passengers during normal activity.

At minimum, the driver should be able to recognize those persons with orthopedic conditions, neurological conditions, strokes, visual impairment, hearing impairment, and seizures. These medical conditions will generally create one or more of the following symptoms: spasticity, loss of skin sensation, loss of balance, pain, breathing difficulty, mobility limitations, loss of strength and/or control over specific (or all) muscles, inability to see, and inability to hear.
Physically handicapped passengers will attempt to cope with these conditions through the use of special assistance devices: various types of crutches and canes, including walkers and white canes; wheelchairs, electric and manual including a variety of attachments to provide support to various parts of the body: braces; prosthetic devices (artificial limbs); slings; and guide, hearing, or assistance dogs (See illustrations Section II.E).

Then driver should have a thorough knowledge of assisting passengers using these devices into and out of the vehicles. This includes:

Wheelchair management
Vehicle boarding and deboarding assistance
Assisting the sight impaired.
Seating assistance and transfer techniques for helping clients between seats and wheelchairs
Securing passengers inside the vehicle. This area is frequently overlooked.
The inability of a person’s upper torso to withstand starting and stopping forces, and the inability of the passengers to foresee emergency situations and react by bracing themselves are all-important parts of passenger securing. Without proper securing, passengers may be injured during normal vehicle operation.

The driver needs to know the importance of:
1. ventilation, especially if the passengers have asthma or emphysema, including not allowing smoking in van;
2. on-board housekeeping, including securing of packages, bottles, canes, walkers, clipboards, jacks, tiedowns & lap belts, and other devices that can become flying missiles in case of a collision; noise levels; terrain and its effect on mobility-restricted individuals; and weather.

SOME SPECIAL RULES AND TECHNIQUES

Safe transfer from a wheelchair to van seat.
(See also Section V, Transfer Policy)
1. Bring the person into the van using the wheelchair lift.
2. Have the person face the direction of the seat which they will transfer, making sure the brakes on the wheelchair are locked. Do not rely on the brakes if they are in need of repair.
3. Have the passenger place his/her feet slightly apart with hand(s) on the arm rest of the chair.
4. Inquire about any physical discomfort the passenger may have with the rib area, noting tenderness, and react accordingly.
5. Ask, "Are you ready to transfer into the seat?" (See transfer techniques on next page.)
6. The driver always fastens the seat belt and removes the wheelchair to the outside of the bus.

Here are two techniques for safely transferring a person from a wheelchair into a seat on the van.

Technique 1: The driver stands facing the passenger and places one leg forward between the passenger's knees and one leg slightly behind him/herself. The driver leans forward and either places hands on the lower area of the passenger's rib cage under the armpit area, or uses the passenger safety belt that holds the passenger in the wheelchair. The passenger is asked to rise of his/her strength and to reach forward the rail, or toward the back of the seat in front of the one where they will be sitting. The driver provides support and balance for the passenger's back as s/he sits.

Technique 2: The driver positions his/her knees on the outside of the passenger's legs and places his/her hands around the passenger in the upper rib cage area, or uses the passenger safety belt that holds the passenger in the wheelchair. The driver then leans back and assists the passenger to attain a standing position. The driver asks the passenger to obtain a hand hold on the railing or seat in front, and continues to support the passenger while he/she sits down.

The difference in these two techniques is the stance of the driver. The driver needs to be aware of correct lifting techniques to avoid putting undue strain on his/her own back during this process.

Rules for Sight-Impaired Persons

1. Continuously communicate your actions to the sight-impaired person, especially when coming to obstacles, e.g. "You are approaching the curb." "You are entering a hallway". There is a step about two feet away", etc.
2. Let him/her take your arm and then gently guide; don't push, pull, or force in any direction.
3. Do not leave a sight-impaired person alone anywhere or at any time until you are sure s/he is under supervision or unless they assure you that they are okay.
4. Do not assume you know what they can or cannot see; ask them. Vision problems can fluctuate with the weather, time of day, or location, such as leaving a vehicle or dark place.
Rules for Hearing-Impaired Persons

1. Speak loudly, slowly, and clearly, but do not shout.
2. If they still have problems hearing after you have already repeated the question or statement, try re-phrasing it with different words.

Individuals who are hearing-impaired communicate in primarily two ways, by lip reading with an oral response, or by sign language, including finger spelling. In communicating with a lip reader:

3. Be sure to face her/him directly so your lips may be easily seen. Do not exaggerate your speech or lip movement; to do so changes the way you form your words.
4. Speak with moderate speed, and do not hesitate to repeat yourself. Remember that a good lip reader will understand 50-60% of what is said. An excellent lip reader will understand 70-80%. Repeating helps fill in the blanks.
5. Remember that some people's lips are not easily read. This does not necessarily have anything to do with the way they sound. If you find that your lips are not easily read, after having spoken to several lip readers, simply have someone else repeat your message to the client.

Rules for Seizures

The most common forms of seizures are epileptic:
- Petit Mal- a simple staring spell, usually lasting less than a minute. May occur repeatedly within an hour.
- Grand Mal- Violent shaking of the entire body, temporary loss of consciousness from two to five minutes.

The Grand Mal seizure presents the greatest problem for the driver.

1. Do not try to restrain the person. There is nothing you can do to stop a seizure once it has begun.
2. Clean the surrounding area so that the client does not injure him/herself on sharp objects or corners. Try not to interfere with his/her movements in any way.
3. Don't force anything between the teeth.
4. It isn't generally necessary to call a doctor unless the attack is followed almost immediately by another major seizure, or if the the seizure lasts more the ten minutes.
5. When the seizure is over, let the person rest.
6. It should be noted on the schedule if a passenger has seizures, and what to do after a seizure.

Another form of seizure is called a psychomotor seizure. It is characterized by inappropriate or purposeless behavior and subsequent
amnesia, usually lasting two to five minutes, and may occur one or more times weekly, monthly, or annually.

Rules for Mentally Challenged Passengers

Individuals who have lost some part of their mental function may have:
1. Lessened ability to give or understand directions,
2. Lack of orientation--unaware of where they are or of time,
3. Agitation, excitability, or lack of emotional control,
4. A difficult time learning and remembering the rules and routines of the transportation systems.

In assisting mentally challenged passengers you should:
1. Repeat - it is often useful,
2. Have patience - it is always necessary,
3. Be firm - passengers may want to do unsafe things,
4. Do not allow potentially dangerous situations, such as having cold drink bottles on board,
5. Learn from family, counselors, and aides the nature of the passenger's problem and their level of comprehension.

When trying to understand the mentally challenged passenger, remember:
1. Everyone has at times been confused or disoriented by a new situation,
2. Everyone has at times had a difficult time following directions for a new task,
3. Everyone has at times had trouble finding their way around a new environment,
4. Everyone has at times become agitated, irritated, or excited when a familiar routine has suddenly changed.

Note #1: A person with mental difficulties tend to respond on an emotional level. Emotions come into play more quickly than do intellectual responses. Therefore, a person with mental difficulties will be quite sensitive to a person's mannerisms, what they say, the tone of voice used, and even facial expressions and body movements.

Note #2: You should not transport severely disoriented persons from nursing homes or other facilities without an escort. Severely disoriented persons are those who are unable to relate to verbal commands, are disruptive to the driver and/or other participants, and/or are constantly attempting to get out of their seats. If a facility sends a severely disoriented person without an escort, contact Dispatch immediately before proceeding.

Note #3: Any passenger who has a speech impediment, whether physical or neurological in nature, may be difficult to understand. Never say you understand them when you don't. Ask them to repeat themselves.
II.B The Importance of Passenger Relations and the Attitude of the Professional Driver

Passenger relations is an important part of your job. You, the driver, are the main provider of the service, the representative of JDA.

You are the only representative of the agency that most passengers ever see. You not only drive the van, you also make the passengers welcome on board, make sure their ride is comfortable and safe, and handle any passenger problems they may have. When you practice good public relations, everyone benefits.

Passenger relations can make the difference in the amount of community support and funding JDA receives. Few people take the time to think about the difficulty of the vehicle operator's job. Perhaps the easiest part of driving the van. Passenger relations can be much more difficult; but good passenger relations make the job easier.

THE ATTITUDE OF THE PROFESSIONAL DRIVER

If you like yourself, take pride in your job, and treat others in the same helpful, courteous way you want to be treated, you have a professional attitude. You are a professional driver.

What you share in common with other professionals:
- You must have a license to perform your job
- You are skilled in your job.
- You are especially trained for your job.
- You provide a valuable service to people.
- You are providing a high level of independence to a large, often forgotten segment of society.

One mark of a professional is high-level performance at all times. As a professional vehicle operator, you must always perform at your best. Your responsibility is to be polite, efficient, and courteous, whatever the circumstances.

Your attitude as a professional driver is often threatened by circumstances beyond your control: weather, grouchy passengers, family problems, mentally unstable or confused passengers, traffic jams rush hour, schedules that are running late.

It is easy to be positive, feel good, and treat others well when everything around you is going well. The difficulty comes when things are not going well. This is the true test of your skills as professional operator.
It is not easy. At times you must use all of your energy and passenger relation skills to maintain a courteous and professional attitude toward your passengers and your job. The payoff for you, the driver, is that your passengers will make your job easier for you and you will have fewer problems to add to those already present. *Don't let a bad day effect your professional, courteous behavior.*

**Reliable, expert service**
- Arrive and depart on time and stay on schedule whenever possible.
- Drive safely.
- Drive smoothly.
- Adjust temperature controls for your passengers' comfort.
- Answer questions clearly and accurately.
- Speak clearly.
- Give the passenger JDA's information number if necessary.
- Smoke only during breaks, and never smoke inside the van.

**Courtesy and patience**
- Assist the passengers in boarding and deboarding.
- Use respectful language and tone of voice.
- Never swear or call names. Avoid sarcasm.
- Never shout at or strike a passenger.
- Leave your troubles at home.
- Keep passengers informed.
- Give passengers the benefit of a doubt.
- Try not to embarrass a passenger.
- Practice tact and diplomacy.

**Avoid Arguments**
- Remain polite regardless of the rudeness of the passenger.
- State JDA policy clearly.
- Avoid becoming involved in a discussion of agency policy or of your actions.
- Get help if you cannot handle a situation.

See the JDA Guidelines, dealing with Problem of Abusive Passengers (Section V) for further information on this topic.

**II.C Passenger Relation Skills in Boarding**

No matter how professional a driver you are, your passengers are going to have problems. Many situations beyond your control can cause problems in picking up and boarding passengers; weather, traffic, mechanical failures, new rules, schedules, other drivers and uncooperative passengers... and they can make you late, confuse and upset your passengers, and make you tired and angry.

No matter how bad the problem:
Solve the problem if you can. Explain the problem to your passenger. If you cannot solve it, call Dispatch. Remain courteous and polite. Avoid arguing with the passenger about the problem.

SOME TYPICAL PROBLEMS AND SUGGESTED SOLUTIONS

Problem: The convalescent hospital asks you to go to the passenger's room and help them dress, transfer to a wheelchair, or put on shoes.
Suggested Solution: Politely quote JDA policy stating that all passengers are to be ready at the time stated when the appointment is made. The passengers from convalescent hospitals or similar situations should be waiting at the entrance of the building, the lobby, or an entrance where they will be boarded.

Problem: The hospital asks you to go to the passenger's room.
Suggested Solution: Tactfully inform the individual that you are not allowed to do this, and ask him/her if more information is needed about our policies.

Problem: You arrive at a passenger's house and they need help with their coat, shoes, etc. Are you required to help them?
Suggested Solution: Depends on the situation. If the passenger needs help with more than a coat, for instance she may need an aide available. If the passenger will not delay your schedule and his/her needs are minimal, you may provide some assistance, remembering to report the situation to Dispatch and on your schedule.

Problem: An angry passengers boards, yelling at you for being ten minutes late.
Suggested Solution: If you are late, politely explain the reason for the delay. If you are in time according to the current schedule (or within the allowed time window), politely tell the passenger. If they are still not satisfied, give them the JDA phone number, avoiding heated discussion.

Problem: You arrive at a wheelchair passenger's home to find that they have four steps to leave the house, and no ramp or other provision for wheelchair accessibility, or that the ramp they have provided is unsafe.
Passenger problems are part of a vehicle operator's day. The way in which you handle them reflects your degree of professionalism. No two operators handle problems exactly alike. If your solution works for you, you are a professional.

II.D Passenger Relations Skills While Driving

As a professional driver, you must use both good driving and good passenger relation skills to make sure the entire trip is safe and pleasant. You must concentrate on driving at a safe speed, stopping and starting slowly and smoothly, avoiding potholes and other road hazards, and slowing down around curves in order to provide smooth, safe transportation for your passengers.

Your passengers may not realize all the special things you need to do. It is specially important that you not be drawn into an argument or be distracted by conversation with a passenger while you are driving. In being aware of this, you protect all your passengers on board, including yourself.

If a passenger continues an argument, call Dispatch. It is possible that Dispatch will advise you to fill out a report on the passenger.

Some problems you may encounter relate to passengers who:
- want to talk constantly while you are driving,
- want to smoke on the bus,
- take off their seat belt en route,
- don't want certain other individuals on "their" bus,
- will tell you how fast to drive.

Handling this passenger problems is made more difficult in that you must not allow them to distract you from your driving.

SOME TYPICAL PROBLEMS AND SUGGESTED SOLUTIONS:

<table>
<thead>
<tr>
<th>Problem</th>
<th>Suggested Solution</th>
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<tbody>
<tr>
<td>A passenger removes their seat belt on route.</td>
<td>Stop the van and re-secure the passenger. Politely and firmly tell them to keep their seat belt on. Tell them it is a state law and that you will be fined. You could also tell them that everyone on the bus, including yourself, will wear one or will not ride with JDA Transportation.</td>
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Problem: A passenger complains about the route you have chosen to arrive at their destination.

Suggested Solution: Ask which route they would have taken. If the route looks like it may be better, tell them you will try it next time. If the route is not better, explain that the route you took was the most direct route and thank them for their input.

Problem: You are in an area that you are unfamiliar with, but you know you are close, and need to check your locator. OR... You are late and need to fill in your schedule.

Suggested Solution: Advise Dispatch of your status en route and always pull over to write or read anything. Never read anything while the vehicle is in motion.

SECTION III Driving Guidelines

III.A. Predriving Safety Check
(Refer to section V, Daily safety check of van)

The driver shall perform a routine daily safety check, using the vehicle checkout sheet. Special attention shall be paid to:

Brake lights. Drivers verify that the brake light comes on when the brake pedal is depressed, and turns off when the brake pedal is released.

General lights. Drivers clean the headlights and taillights, checking both high and low beams and parking lights.

Brakes. Drivers check for excess play in the brake pedal, break fluid level, unusual brake noise, grabbing brakes, or increased stopping distance.

Steering. Drivers check for excess play in the steering wheel and for wheel alignment problems, such as pulling to one side.

Tires. Drivers check for proper tire inflation, cut and thread wear, irregular wear pattern, and out of balance tires.

Mirrors. Check for proper adjustment.

Horn. Be sure the horn will sound.

Lubrication. Drivers check the engine oil level, transmission fluid level when possible, and power steering fluid level.

III.B. General Driving Skills

In addition to the predriving safety check, the driver should be proficient in general driving skills.
**Turning.** This is especially important where a van or bus-type vehicle (driver forward of front wheel) or a long wheel-based vehicle is used. Drivers must not turn too widely or cut corners too closely and hit the curb with the tires.

**Maintaining speed.** Drivers should be able to maintain a steady speed, both up- and downhill and on the level; speed should be smooth and steady without the jerkiness of stepping on and off the gas.

**Stopping.** The ability to stop smoothly without disturbing passengers and to stop smoothly at a selected point are essential. Drivers should be in a position to see oncoming and cross traffic clearly in both directions, but should not enter intersections far enough to be subject to collision with cross traffic.

**Backing the vehicle.** Drivers must realize that buses and vans have a blind spot immediately to the rear of the vehicle. Therefore, drivers must be aware of the need to check the blind spot using the convex mirrors before backing, and must be able to back vehicles using outside mirrors only. They should also know how to negotiate a curve while backing the vehicle using the exterior mirrors. When in doubt of what is behind the vehicle, the driver takes a few extra seconds to get out and look. Avoid situations that require backing if possible.

**Skid control.** Since 70% of motor vehicle accidents involve skidding, drivers need to know how to control skids should they occur. The basic technique involves aiming the tires in the direction you want to go, using the brake lightly.

**Surveillance/Defensive Driving.** Drivers should know how to properly survey the road for signs of impending danger. This includes:

1. Visual scanning of highway, alternating between forward and rearview mirrors;
2. Avoiding visual fixation on vehicles immediately ahead and
3. Seeing and responding to traffic controls such as stop lights as soon as they become visible. This includes not proceeding through a traffic light until green, even though the vehicle beside starts to pull forward, and not allowing disturbances in the vehicle distract attention from the road.
4. Drivers must be aware of the reaction time and the time required to stop vehicles so that they do not follow too closely to the vehicles in front of them. Distances vary with the speeds at which each vehicle is traveling. Drivers should know how to make adjustments for oily, wet, icy, and gravel roads.

**Passing.** The driver needs to know how to pass another vehicle safely. This includes knowledge of 'passing' and 'no passing' markings on the highway. The driver should be able to decide when to pass, execute the pass and return to the lane without sudden use of speed.

**Entering traffic.** The driver should know how to use mirrors and glance over the shoulder to check for vehicles front and rear, as well as cross traffic,
before entering traffic, the driver should be able to identify gaps in the mainstream of traffic, to signal and to accelerate smoothly into the lane chosen for travel. In addition, the entrance should be made with adequate space to allow other vehicles traveling in that lane to maintain speed.

**Leaving traffic.** In leaving traffic, the driver must know how to identify a safe area on the roadside ahead to accommodate the vehicle. The space should also be visible at least 200 feet in either direction. In executing the maneuver, the driver slows down, exits the highway at a safe speed, and applies the brakes. Care should be exercised in crossing the road shoulder. Last, but not least, the driver makes sure the vehicle is clear of the roadway before stopping.

**Lane Changing.** When changing into another lane of travel, the driver should know how to use the mirrors for a safety check to the rear and need to be aware of blind spots not covered by the mirrors. When the lane is clear, the driver signals his intention to change lane. Then the driver steers smoothly to the center of the new lane without delay. If an adjustment in speed is necessary, it is made while executing the lane change. After completion of the lane change, the driver cancels the directional signal.

**Parking.** In parking a bus or van, the driver should seek spaces which allow easy access to reentering traffic with a minimum of danger. Due to the length and width of buses and vans, parallel parking should be avoided if at all possible. Angle parking is preferred, and it is always advisable to use loading spaces rather than parking spaces, to avoid the potential hazard of backing.

In parking, the driver should ensure that the fenders and doors clear the other parked vehicles and that there is adequate room for the passenger to exit the vehicle, especially where ramps and lifts are used.

If parking on a hill becomes necessary, the wheels should be turned sharply away from the curb if on an upgrade, and turned sharply toward the curb if parking on a downgrade.

After parking, the driver routinely checks to make sure the transmission is in park (reverse for a manual transmission), that the parking brake is firmly applied, that all electrical units are turned off, and that the windows and doors are locked upon exiting.

**Leaving a parking space.** In leaving a parking space, the driver checks traffic to the rear and maneuvers the vehicle out of the parking space, watching until the vehicle has cleared the other parked vehicles. The driver must know how to leave a parking space using his exterior mirrors, with full awareness of blind spots that are inherent in vans and buses.

**Emergency areas.** The driver must know how to react to an emergency scene such as an accident or a fire. He should slow down and look for an official directing traffic through the scene. The driver follows directions given by the official and drives through the emergency area slowly, while watching for any unexpected movement of vehicles or pedestrians on the scene. The driver
should not cross fire hoses unless directed to do so by the officer directing traffic.

If there are no emergency vehicles on the scene when the driver arrives, notify Dispatch immediately.

If the vehicle is passing through or near an area where there has been an accident involving the spillage of hazardous materials, windows should be closed and the heater/air conditioner turned on to purge the vehicle.

**Being passed.** The driver must constantly be aware of the traffic to the rear by scanning the mirrors. When a vehicle to the rear attempts to pass, the driver should look ahead to make sure space is available for the passing vehicle. The driver should maintain a center position or pull slightly toward the right to allow additional space for the vehicle for which is passing.

Under no circumstances should the driver speed up, but it is sometimes necessary for the driver to slow down if the passing vehicle needs a larger space to reenter the lane to avoid a collision.

If a vehicle is attempting to pass without sufficient room and becomes trapped in the wrong lane, the driver must speed up or slow down to allow the passing vehicle sufficient room to reenter the correct lane.

**Being followed.** The driver should know the importance of signaling all intended maneuvers to the following vehicle driver. Constant of the rear view mirrors is necessary to be aware of the traffic behind, including following vehicle speed, to alert the driver of the need to slow down and let following vehicles to pass.

When stopping, the driver checks to make sure that the following vehicle is also stopping.

When driving at night the driver avoids looking directly into the mirrors when a vehicle is following closely with high beam lights. The driver turns the mirror to the night position, slows down, and lets the following vehicle pass; the driver must neither be blinded by nor ignore the following vehicle.

**Oncoming cars.** The driver maintains a right of center lane position when approaching on oncoming vehicle, and must maintain the maximum possible separation from the other lane the driver watches for vehicles attempting to pass slow-coming vehicles.

Should an oncoming car veer across the center line, the driver should sound the horn, brake, and steer to the right as the situation requires.

If a collision appears unavoidable, the driver should try to sideswipe the oncoming vehicle or collide at an angle to minimize impact force.

### III.C Accident Prevention Driving Guidelines

There is much more to safe driving than merely mastering the manual skills needed for starting, stopping, backing, or parking. To be a safe competent driver, you must develop **good awareness** and **defensive driving habits**, and apply these habits at all times while driving. The objective of JDA is to develop a program for van drivers that not only includes the manual skills
and techniques of driving, including how to study for a road test, but also includes good awareness and defensive driving habits (accident prevention) which can nearly eliminate the two major reasons for accidents: "I didn't see him," or "I saw him but didn't expect him to do what he did."

The two basic concepts of accident prevention driving are space and visibility—the ability to develop and keep a moving space cushion around their vehicles, and the development of visual awareness and defensive driving techniques that enable the driver to see, predict, decide, and act in the most effective and safe way possible in a wide variety of road and traffic conditions.

Following are five keys to sound visual awareness techniques.

1. **Aim high while steering.** Look farther ahead than the front of your hood. Drivers that aim low see only a small part of the roadway ahead, and as a result they tend to hug the left side of the lane and veer away from obstacles on their right. They do not see problems in time to avoid them.

   To aim high while steering keeps you in the center of your lane and will enable you to see the total traffic picture, allowing you to make turns safely and comfortably across a path of oncoming traffic.

   Steering your vehicle and seeing what is right in front of you is not as important as seeing where you will be 8 to 12 seconds later.

2. **View the total traffic picture.** This means to be able to see and be aware of all that is going on around you. When you are driving you have two kinds of vision: clear central vision in a path approximately five feet wide directly in front of you; and peripheral vision can act like a magnet to attract your central vision to some movement that is important to your safe driving. Peripheral awareness will help you to see the total traffic picture.

3. **Keep your eyes scanning.** Driving, you need to constantly move your eyes in a series of quick glances, looking in front, to the sides, and to the rear of your van. To become fixated or to stare blankly at the road ahead is extremely dangerous.

   After being on the road for a long time it is easy to become unaware and forget to keep your eyes moving. To avoid this, the driver can practice moving his/her eyes back and forth over the mirrors and guages, not stopping to look at any one thing for more than a few seconds. This will enable you to maintain your space cushion and to avoid situations that will impede your progress or cause involvement in an accident.

   Seventy percent of all accidents occur under conditions that everyone will consider safe, such as daytime driving in clear weather on straight and dry roads in light to moderate traffic. Drivers who keep their eyes scanning know what is going on around them at all times. They are relaxed and enjoy their driving, and almost never become surprised by the actions of others.

4. **Leave yourself an out.** The key to this is maintaining a space cushion around your vehicle at all times. Often it will be impossible to have all the space you need, but you can always be thinking of an escape that will give you an out if the situation should arise.
Less skillful drivers allow themselves to get caught up in crowded and less safe situations. They feel compelled to hang in there and rarely have the patience and common sense to drop back and improve their strategic position. In heavy traffic situations, the only control you have is to increase your space cushion by increasing the space you have in front of you.

5. **Make sure others see you.** The most common excuse in an accident is: "I did not see him." A good driver can utilize the following good driving habits to make sure others see you.

1. Proper use of horn. A gentle and friendly tap on the horn can alert others if you think they haven’t seen you.

2. Use of lights. Use your headlights day or night if visibility is poor. Flash your brake lights by gently stepping on and off the brake pedal when you intend to slow down or stop to avoid rear end collisions. Use flashers, reflectors, flares, parking lights, whenever the vehicle is stopped and you are unable to get clear of the roadway.

3. Use of signals, hand or directional. Use hand signals or directionals every time you are going to turn, slow down, or stop. Always give other drivers plenty of warning of your intentions they will have time to react. **Caution!** When making a turn immediately after an intersection, signal your intentions after you have entered the intersection so drivers will not be confused.

4. Position of vehicle. Position your vehicle so you are not in anyone’s blind spot. Get in your turn lane well ahead of time, and keep plenty of space around you.

In following these five accident prevention guidelines, you will be able to give a safe and secure ride to all your passengers, and your job as a JDA van driver will be less stressful and more enjoyable.

**III.D Special vehicle-related skills.**

Special vehicles. Drivers need to know laws affecting special vehicles such as school buses and ambulances. If an emergency vehicle appears, the driver should pull to the right and stop to let the emergency vehicle through. The driver must always stop for a school bus loading or unloading children. In a funeral procession, refrain from cutting in; yield to all vehicles in such a procession.

Approaching intersections. When approaching an intersection the driver slows down and enter the correct passage lane at least 100 feet ahead of the intersection. If a turn is to be executed, the driver enters the proper lane 100 feet before the turn, or drives on through the intersection. The driver must be aware of the traffic controls and must slow down and prepare to stop
if the light changes from green to yellow. The driver must also be aware of other traffic and be prepared to stop or to yield to other vehicles if they insist in the right of way. When stopping at an intersection, the driver stops before reaching the crosswalk.

Curves. The driver knows how to predict curves by observing the road signs. Drivers know that vans and buses may be top heavy and should enter curves at speeds which will enable the curve to be negotiated safely. When driving the curve, look ahead to anticipate steering corrections, maintain a position in the lane, use a safe speed and, when visibility is restricted, reduce speed and apply brakes as needed.

Lane usage. Drive in the far right lane, using the left lane for passing. The driver should be able to maintain lane position and not veer across designated lane lines except to pass. The driver knows that (s)he only exits from the lane nearest the exit. On a six-lane road (three lanes each direction) the driver will pass in the left lane, use the center lane for through traffic movement, and use the right lane for slower movement and exiting.

Braking. Always look ahead; if brake lights can be seen two or three cars ahead, it will allow more time to react. The driver should stop far enough behind a vehicle at a stop light to see the back tires of the vehicle in front, so that if it stalls the driver will be able to pull around it without having to back up.

Road surface types. The driver observes the road surface and adjust speed and driving habits as conditions arise. The driver knows that weather causes roadway defects such as potholes, broken shoulders, and other changes in the road surface. Erosion from construction projects and water runoff during rains create special hazards. Special care must be used when driving on defective road surfaces, as surface defects are not only causative factors for accidents, but had a negative impact on vehicle life and maintenance costs. The driver should slow down and avoid potholes as traffic permits.

Wet roads. The driver knows to anticipate slippery surfaces in the first few minutes of a rainfall, with oil which has not yet been washed from the road. When driving on these wet surfaces, the driver increases stopping distances as well as separation between vehicles. Driving at lower speed helps to prevent hydroplaning. Tires are probable hydroplaning if the tracks through the water from the vehicle in front of you disappear right away. If deep water rests on the roadway, drive around it if possible; if not, drive slowly through the water. Wet brakes do not stop well. The driver can dry brakes by putting slight pressure on the brake pedal after driving through water. This allows the heat generated by the dragging brakes to dry water from the brake shoes.

U-turns. When attempting to make a U-turn, the driver checks traffic, particularly to the rear. Mid-block U-turns (allowed in some areas) should be made far enough from the intersection to avoid other traffic. U-turns at urban
intersections or on divided highways should be made on the road nearest the center of the roadway. In a residential area or a narrow street intersection, the driver pulls to the extreme right before making the U-turn.

III.E Environmentally-Related Skills

**Off-street driving.** In driving in off street areas, especially near schools in residential areas, the driver looks for children playing and for other vehicles which could run into the path of the van or bus. This is especially true for vehicles with high hoods, since children are small and may not be seen easily. When in an alley, check for other traffic entering the area and for pedestrians crossing sidewalks, exiting buildings, or entering from back yards. Entrances from alleys from yards or buildings are often blind or hidden, and people often enter alleyways less carefully, as they do not expect traffic. When in a parking lot, watch for vehicles backing up. When leaving an off-street area, the driver signals, checks for safe clearance, and exits when safe. It is not advisable to back onto a roadway, but if it is necessary, check traffic and back cautiously when road is clear.

**Railroad crossing.** The driver is aware of the circular road sign that designates railroad crossing. In approaching railroad tracks, the driver comes to a complete stop when a railroad signal is activated. If no signal exists, the driver stops the vehicle before the limit lines, opens window or doors so the train whistle can be heard above the noise in the vehicle, and looks both ways before crossing at a safe speed. When crossing the tracks, the driver **should not** stop on the tracks. This may require waiting for traffic to clear so that the bus or van does not become trapped on the tracks.

**Bridges and tunnels.** When approaching a narrow bridge or tunnel, lights are used to make the vehicle visible. The driver slows down and remains as far right as possible. The driver does not stop unless the traffic flow requires it. Passengers are especially disadvantaged by accidents on bridges or tunnels; consequently, special precautions should be taken.

In fog or intense precipitation, the driver uses low beams and pulls of the road to stop if visibility is limited and road conditions poor. In case of sun, use the sun visor and look down at the roadway to avoid looking directly at the sun. Sunglasses are a plus.

In sandstorm, the driver grips the steering wheel more firmly and proceed; if visibility worsens, the driver should pull over and stop, using emergency flashers and reflectors to ensure that other vehicles do not hit your vehicle while it is stopped on the side of the road. The driver keeps the windshield and windows clean by use of wipers, defroster, or cloth when necessary.

**Clearance of obstacles.** The driver should know height of van or bus so they can safely negotiate overhangs and underpasses without damage to the vehicle or endangering the occupants.
Night driving. Drivers must not 'overdrive' the headlights in the dark—driving at a speed at which stopping distance exceeds the distance of the road illuminated by headlights. In night urban driving, the driver will use low beams, watch for pedestrians, and travel at posted speeds. In rural driving, the driver remembers to use dimmer switch when oncoming traffic approaches, focusing eyes on the right side of the road if the oncoming vehicle's lights are too bright, and slowing down when being passed. If a situation requires the driver to park on the shoulder, the driver must position the vehicle well to the right, turn on the fourway flashers, and use the appropriate reflectors or flares required by state law.

Vehicle operation and performance. The driver must know how to identify vehicle maintenance needs. In addition to the daily safety check covered earlier, the driver knows how to monitor the following items:

- windshield, windows and mirrors inspected weekly for tightness and possible replacement of damaged mirrors;
- wiper blades checked weekly;
- fan belts and radiator hoses checked periodically for cuts;
- suspension system checked for unusual noises and sagging;
- cooling system checked frequently for coolant level;
- interior of the vehicle should be checked frequently for worn or broken parts such as torn seat belts, ripped upholstery, torn carpet or rubber flooring that could trip passengers, broken wheelchair tie-downs, or loose padding on lifts, parts, or seat backs.

III.F Geographic-specific driving

In certain areas, conditions will necessitate that special attention be given highway or freeway driving because of hills, sand, climate, and wind. When driving on open highways, the driver reduces speed on winding or narrow roads; watches for hidden traffic, pedestrians or animals; and cross medians only at designated crossovers. In rural driving, the driver adjusts the speed of the vehicle to that of the traffic, as well as to terrain and visibility. In mountainous terrain, the driver increases lane separation and steers closely to the right edge of the roadway.

Freeway driving. The driver knows how to merge with freeway traffic by watching traffic in the rear view mirror, gaining speed on the merge lane, and smoothly merging with traffic flow. The driver knows to give merging traffic the right of way, and does not attempt to maintain lane position where traffic is merging into driving lane. The driver should watch out specially for vehicles trapped behind slow-moving traffic which could possibly dart into your vehicle's path.

Should an emergency occur, the driver stops only on the shoulder or in the median, not on the freeway. If the vehicle transports passengers who lack judgement or who have mobility problems, special procedures should be developed for controlling the passengers so that they are not endangered by
walking or running in the path of vehicles on the freeway or are not injured if another vehicle hits the rear of your vehicle.

**Sand.** When encountering sand, the driver attempts to drive around it rather than through it. If it is necessary to drive through it, the driver shifts to a lower gear. Driving on sand-covered surfaces requires an increased stopping distance and more separation between vehicles. Quick turns and sharp breaking should be eliminated. If the vehicle becomes stuck in sand, the driver should try to rock the vehicle out by alternating between low gear and reverse. The driver should have an emergency plan for protecting the passengers in case the vehicle becomes stuck in sand.

**Climate.** In extremely hot weather, the driver needs to monitor temperature gauges, shifting to neutral if traffic is at a standstill. As the air conditioner puts an extra load on the engine which will contribute to overheating, it should be turned off. In cold rainy weather, the driver should depress the brake periodically to make sure that the brakes are not wet or frozen. If the temperature drops quickly after a rainfall, the driver should watch for icy spots on the road, especially on overpasses. The primary consideration in varying temperatures is that the vehicle be protected from overheating or other breakdown and from accident. Passengers become very vulnerable to accidents from secondary collision by other vehicles, or to exposure to the weather while sitting in an inoperable vehicle.

**Hills.** When approaching hills, the driver watches for heavy trucks which often approach upgrades at excessive speed, adjusting the vehicle speed as necessary. When negotiating an upgrade, the driver should be aware that some vehicles slow down, and be prepared to be with traffic. As the crest of the hill is approached, the driver should slow down to compensate for the limited sight distance ahead, being prepared for meeting oncoming vehicles or other dangerous situations.

In negotiating downgrades, the driver checks the rearview mirror to make sure that following vehicles have not accelerated excessively. When sharp curves and hills are combined, the driver should be prepared for vehicles which may cross the center line between lanes when taking a curve.

**Wind.** When driving in a crosswind, especially in areas where the highway has many cuts and fills, the driver needs to be prepared for sudden wind changes when emerging from a cut where the vehicle is protected to a fill where the vehicle is subjected to the full force of the crosswind. The large side areas of vans and buses make this very important. If the wind carries sand and other debris, the windows should be closed to protect the passengers.
Various examples of crutches and canes
A. Underarm crutch; B. Fullarm crutch with underarm support; C. Adjustable forearm crutch; D. Platform crutch (variation of forearm); E. Cane

Walkers
Prostheses (artificial limbs)

Standard leg braces
A. Long leg brace with ring lock; B. Long leg brace with drop lock; C. Short leg brace

Leg prostheses
A. Above the knee; B. Below the knee

Arm prosthesis

Arm sling
Wheelchairs

Standard folding wheelchair

Electric Wheelchair

Amigo electric wheelchair
Ratchet type wheelchair brake

Compound lever action type wheelchair brakes
MOVING WHEELCHAIRS UP CURBS OR SINGLE STEPS:

Bringing the wheelchair to a tilted position

Front casters (wheels) clear of curb

Both sets of wheels resting on ground during lifting of wheelchair

securely on ground in position to lift the wheelchair
MOVING A WHEELCHAIR DOWN A CURB OR SINGLE STEP:

Position of wheelchair to move it down a curb or step backwards

Clear footrests before lowering chair to ground
Chair positioned to be moved backwards up curb or steps with large wheels against the curb or step in preparation for tilting.

Tilted position of wheelchair with weight balanced on large wheel. Wheelchair may be moved up or down from this position.
Do NOT lift wheelchair by wheels

Do NOT lift wheelchair by armrests
Figure 35: Position behind wheelchair when moving passenger up or down ramps
THE MANUAL ALPHABET

Figure Courtesy of the Goodrich Center for the Deaf, Fort Worth, Texas.
SECTION IV: BASIC EMERGENCY AND ACCIDENT HANDLING PROCEDURES

Your passengers place their lives in your hands when they board your van. As a professional vehicle operator, you must have a thorough knowledge of the basic emergency and accident handling procedures to earn that trust.

THE RESPONSIBILITY IS ALL YOURS!

When there is an emergency involving your van, you are responsible for handling that emergency in a way that lessens the risk of injury or death to your passengers and to yourself.

These emergencies range from minor annoyances, such as a small disagreement between passengers, to life threatening situations, such as a fire or an accident. Sometimes a minor annoyance, such as a passenger dispute, can turn into a life-threatening situation if not handled properly by you, the vehicle operator.

In an emergency you responsibilities are many. In order of importance:
1. To protect yourself and your passengers from injury or death.
2. To keep your passengers as comfortable and as calm as the situation permits.
3. To protect your van from damage.
4. To protect yourself and your van property from fraudulent of excessive liability claims.

Eight basic emergency and accident handling procedures:
1. Keep calm.
2. Protect the passengers and yourself.
3. Reassure and assist your passengers.
4. Obtain help.
5. Protect the van.
7. Do not admit guilt.
8. Give details of the accident to the police and to supervisors only.

Learn these steps thoroughly so that your reaction response will be automatic. The eight emergency and accident handling procedures can help to keep you calm and able to deal with an emergency or accident, even if you are frightened or nervous.
IV.A FIRE SAFETY

Fires on your van can occur as a result of electrical or mechanical malfunction, carelessness, or accident. Be alert at all time to the possibility of fire, and be prepared by knowing the precautions to take to protect your passengers if fire occurs.

1. KEEP CALM AND IN CONTROL. If you know what you are doing and give clear orders, your passengers will feel safe in following your lead. No matter how scared you are, appear calm and in control and your passengers will be less likely to panic and more likely to evacuate the van safely.

2. BE ALERT TO SIGNS OF FIRE. If you see flames or smoke or smell a burning odor, don't wait--check them out immediately. Advise Dispatch of your intentions. Never open hood if fire is suspected in the engine compartment--the more air you let in, the more it will burn. Use the fire extinguisher through the grill first, then slowly open the hood. Also check the tires.

3. STOP THE VAN IMMEDIATELY IF THERE IS FIRE OR SUSPICION OF FIRE.
Time is critical in a fire. Your life and your passenger's lives may depend on our finding the source of a fire before it leaps into flames or causes an explosion. **No fire can be treated as minor**--all fire are potential killers.

When you stop the van, as an experienced vehicle operator, you know that certain precautions must be taken:
1. Pull over to the side of the road.
2. Stop in a safe location;
   -don't obstruct traffic
   -don't stop in an intersection
   -don't stop on a railroad crossing
3. Set the emergency brake.
4. Turn off the ignition.
5. Evacuate the passengers.
6. Put on emergency flashes and set out reflectors.
7. Try to stop where you can safely evacuate your passengers, in a driveway or turnout.
4. EVACUATE THE PASSENGERS IF NECESSARY. Assist them in deboarding as you usually do, but quickly!! Briefly state the emergency and the need for evacuation. Tell them that for their safety they will have to get off the van. Help them out and have a capable passenger or bystander keep them together as a group in a safe place out of danger.

**Give clear direction.**
1. Tell the passengers which exit or exits to use.
2. Tell them they must stay clear of the van after they have deboarded. Warn them if there is a danger of an explosion.
3. Open only the doors needed to deboard. Open doors and exits aid in the spread of fire.
4. Evacuate passengers in wheelchairs after all ambulatory passengers have left the van and are situated in a safe place. If possible, get bystanders to help. Remove passenger from their wheelchair if possible and exit the van, being careful not to add to or create any injury.
5. If there are passengers left on the van and they cannot leave on their own, carry them off. Leave them only if:
   - You will further risk injury to them by moving them and you feel confident that the existing danger can be handled.
   - You are not strong enough to carry them off and cannot get help.
   - Your life is in danger.

5. CALL FOR ASSISTANCE. If you have a two-way radio, call Dispatch. If not, send the most trustworthy passenger or passerby to a phone to call 911, the emergency number. To make sure that you receive help as quickly as possible, when calling Dispatch, give:
   1. the location and number of your van.
   2. the type of help needed—fire department, ambulance, tow truck.

If you have to send a passenger, be sure he or she knows what information to give. Write the number to call and the information if possible.

6. USE THE FIRE EXTINGUISHER IF YOU CAN PUT OUT THE FIRE YOURSELF.

7. ASSIST THE INJURED, if any. Keep them:
   1. Lying or sitting down, no matter how slight the injury.
   2. Comfortable and warm.
   3. Talking. Get another passenger to stay with them if you must leave.
   4. Do not allow the passengers to take any food, drink, or medication.

8. KEEP PASSENGERS CLEAR OF THE BUS AND IN A SAFE PLACE.

9. DO NOT RESTART THE VAN UNTIL CLEARED BY DISPATCH TO DO SO.
IV. B in case of an ill passenger

ILLNESS STRIKES ANYWHERE---EVEN ON A VAN

Each passenger on your van is equally important. Every passenger depends on you. Other passengers will accept some inconvenience if it is to help someone in need:

Caring for an ill passenger
1. Determine whether the passenger needs help or can continue to travel on the van. To do so, you will need to stop the van as soon as you safely can.
2. Try to find out what is wrong if the passenger says he or she needs help.
3. Call Dispatch for an ambulance on your radio, or send a passenger to call by phone if you can't get through to Dispatch.
4. Wait for the ambulance.
5. Inform the other passengers of the reason for the delay and the probable length of the delay.
6. Be alert to first aid needs. If there is a need before the ambulance arrives, administer first aid.
7. Keep any injured passengers warm, comfortable, and talking, to help with the possibility of shock.
8. Do not give passengers any food, drink, or medication.
9. If your radio is not working, you may send a passenger or passerby to notify Dispatch of the delay.

Be sure to give Dispatch or the ambulance squad an idea of what is wrong with the passenger when you call, so that the ambulance attendants can be prepared to deal with the emergency. Do not attempt to drive to a hospital or doctor unless directed to do so by Dispatch.

If a passenger is unconscious:

a. Check the passenger's wrist and neck for pulse, and to see if there are medical warning tags. These tell whether a person has an illness, such as epilepsy or diabetes; whether that person needs special treatment, such as nitroglycerin or adrenaline pills; and if they should not be given certain medicines, such as penicillin. Follow the directions if you find medical warning tags.

b. Show the ambulance attendants any medical tags you find, or share any information you have on the passenger's medical status.
IV.C Use of the Six Emergency and Accident Handling Procedures in Case of a Vehicle Accident

There are many kinds of accidents, each with many responsibilities:

1. Between your van and a moving vehicle,
2. Between your van and a stationary object,
3. Between your van and a pedestrian or bicyclist,
4. To a passenger on your van, or boarding or deboarding your van,
5. In the vicinity of the van without direct involvement of van.

If there is an accident, your responsibilities are the same as mentioned earlier:

1. Keep your passengers and yourself from further harm.
2. Keep yourself and your van property free from unjust or excessive liability claims.
3. Keep calm and assist your passengers.

Handling an accident to provide maximum protection for your passengers, yourself, and JDA

1. Stop the van.
2. Protect your passengers and yourself from any hazards created by the accident.
3. Check for fire and act accordingly.
4. Check for injured passengers.
5. Evacuate the van if necessary.
6. Call for assistance.
7. Inform your passengers of the situation, what actions you have taken, and how they will be affected.
8. Assist the injured.
9. Set out flares or reflectors to the side and rear.
10. Give the police and the other driver only the required information.
11. Do not admit blame.
12. Fill out an accurate and complete accident report and submit within 24 hours after the accident to your supervisor.
13. Give your supervisor all the information required for the company to support your account of the accident.
14. Take a break and collect yourself before continuing on.
15. If there are media at the scene, check with Dispatch immediately for instructions.
Steps to deter unjust liability claims.

1. Do not move the van unless required to do so by police or for safety.
2. Do not give any information other than your name, your bus number, and JDA's address and phone number.
3. Talk in a voice that cannot be overheard when speaking to Dispatch or your supervisor over the radio or in person; it is better to use the phone.
4. Do not admit guilt. You may be upset if you have had an accident, and without thinking presume that you made a mistake. Thinking back later, you may realize that you did not. You would find it very hard to counteract the statements of witnesses in court who said that they heard you admit to blame.
5. Do not criticize JDA's equipment or rules, except to a supervisor. Someone overhearing criticism could bring suit against the property or company for negligent in protecting the public.
6. Do not say that you will contact anyone directly regarding damages or injuries. Your supervisor has that responsibility.
7. Complete an accurate accident report. Be sure to get the license and vehicle registration numbers of any other drivers involved. Also get the names and badge numbers of any police who assist you; the names and company of the ambulance company who assists you; and their reports, files, or case numbers. Every space on an accident report form must be filled out.

IV.D How to Handle a Mechanical Breakdown

1. Stop the van safely, pulling over to the side if possible.
2. Put on emergency flashers and set out flares or reflectors.
3. Check for the cause of the breakdown. If it can be taken care of without having to do the work of a mechanic, do so; for example, turning off the air conditioning might enable you to get up a steep hill. If you cannot correct the problem, carry out the next steps.
4. Check for fire and evacuate the bus if any danger exists.
5. Call Dispatch to request a mechanic, a relief van, and a fire engine if needed.
6. Explain the delay to your passengers and give them an idea of the length of time involved.
7. Do not move the van or bus until cleared to do so by the police, a supervisor, or a mechanic.
8. Consider the comfort of your passengers, open windows, etc. Do not allow passengers to leave the bus unless it is broken down in a dangerous place and/or there is a safe area in the immediate area in which to wait.
SECTION V: JDA PROCEDURES

The transportation services as part of Jovenes De Antaño are governed by JDA personnel policies and procedures. In all cases, the following policies and procedures are consistent with those governing the agency.

V.A JDA Transfer Policy

It is the policy of JDA transportation services, in transporting eligible clients, to transfer such passengers from wheelchairs to van seats only under the following conditions:

1. When there is no available wheelchair space on the van;

2. When the client is consenting and willing to participate in the transfer;

3. When the client is certified transferable, that is;
   a) able to stand, support their own weight, and be able to ambulate approximately three feet,
   b) the driver will only provide balance and support, and not have to physically lift the client,
   c) trained professional or aide is available at the destination to assist and receive the transferring client.

4. That transfers be limited to controlled environments such as the Nutrition sites, Adult Day Care, and Dialysis. In private situations such as homes, it is preferable to transfer only when a trained aid is present to help with the transfer, and where there are proper ramps, bannisters, etc, to facilitate standard safe operation procedures.

5. Drivers should use their discretion in declining to transfer previously certified clients, if to do so under existing conditions would compromise the client or the driver's physical condition, or would otherwise be inappropriate. Thereafter, driver should request a review from the Scheduler or Dispatch of the previous certification.

6. Clients in the controlled environments mentioned in #4 should be certified by the medical professional at that site.

7. In other private situations or homes without a medical professional on site, a trained aide shall be present and a client must have signed certificate stating their transferability from the attending physician.

8. To ensure the physical safety of both client and driver, all JDA drivers will participate in a training program designed to train them on proper transfer techniques and practices, including how to respond to unusual situations.

9. The Scheduler or Dispatcher will monitor the number of clients requiring transfer and, if necessary, limit their numbers to assure timely service on all routes.
Certification for transferability

1. JDA will provide the certificates to personnel within the controlled environments: Nutrition sites, Adult Day Care, Dialysis and private situations where a medical professional is present.

2. These certificates shall be signed by medical personnel and kept on file by the JDA office.

3. Request for review for certification can be made to Dispatch by the van driver.

________________________________________
CERTIFICATE OF TRANSFERABILITY

This is to certify that __________________________ may be transferred from a wheelchair to a van seat in that they are able to stand, support their own weight and be able to ambulate with assistance approximately three feet without compromising their physical condition.

Date ___________ Signed: ______________________
Title: __________________________

V. B Radio Communications

The two-way radio in your van is there to improve transportation services for your passengers and to help you perform your job better, with greater ease and safety. It is a piece of technical equipment whose operation is strictly regulated by the FCC, the Federal Communications Commission.

The ability of the base station and the vans to communicate with each other will improve our service and the efficiency of the operation. The radio is the most efficient way to transfer information rapidly. Use your radio to report:

- Heavy traffic or hazards
- Equipment breakdown
- Accidents
- Any events needing police, fire or medical assistance
- Schedule adherence problems
- No-shows and/or escorts
- Any circumstances in which you are in doubt as to the proper action to take
- Detour information
- Assignments and changes in schedule while enroute
RADIO CHECKOUT AND BREAKDOWNS

After checking out your van, while it is warming up, check your radio.
1. Turn radio switch to on position. Indicator light should be on.
2. Adjust squelch control.
3. Adjust volume level while squelch is sounding.
4. Take a mike, push button and release, to see if you hear a carrier sound from the repeater. On G.E. radios, the red light should come on while transmitting.
5. Call base for a radio check.

Radio breakdowns

Breakdowns, such as failure to transmit or to receive, or presence of static that interferes with the reception, should be reported immediately to Dispatch, who will advise a course of action. Prior to reporting malfunction, you should make sure the radio is turned on, the volume up, and that you are not in a 'dead spot' where your signal is blocked by obstacles. If your transmission is blocked, move your van to another location.

Transmission procedures

Before you begin to transmit, think before speaking, plan what you will say, and be as brief as possible.

1. Remove the mike from its cradle.
2. Check to see if the air is clear before you transmit. If you have an emergency you may break in.
3. Press mike button, transmit call to base, release button, and wait for a reply. Remember, no one can use the radio frequency while you transmit.
4. If you don't receive a reply in 30 seconds, try again.
5. Get your message acknowledged and make sure you acknowledge any messages to you.
6. After you receive acknowledgement, speak directly into the mike in a moderate tone of voice. Speak slowly and distinctly.
7. If you are asked to repeat a transmission because you are not being understood, speak more slowly and distinctly, not louder.
8. Keep messages as brief as possible, using the 10 code.
9. Do not use slang or jargon.
10. Recite addresses digit by digit. Example: Read 1234 as "one-two-three-four." If asked to repeat, recite it "twelve thirty four."
11. Remember to let Dispatch know, using the appropriate 10 code, whenever you leave the van for any length of time, and when you return to it.
12. Clear the air when the conversation is complete. Example: "720 clear" or "Base clear."
13. Remember to shut off your radio when you go off duty.
The Ten Code

The 10 code is a number identification system and is designed to save time and afford clarity. It is important to memorize and use it.

10-1 Receiving poorly
10-2 Receiving well
10-3 Temporary out of van
10-4 Message received
10-5 Relay to ________
10-6 Busy, stand by
10-7 Out of service
10-700 Out to lunch
10-8 In service
10-9 Repeat
10-10 Off duty
10-13 Advise road and weather conditions
10-19 Return or report to______
10-20 Your location
10-21 Telephone base or other location
10-22 Disregard last transmission or assignment
10-23 Stand by
10-34 Trouble at this station, help needed
10-36 Correct time?
10-37 Tow truck needed at ________
10-38 Ambulance needed at ________
10-42 Traffic accident at ________
10-43 Traffic tie up at ________
10-70 Fire at ________
10-200 Police needed at ________
10-300 Passenger loading problems

V.C Passenger refusals

From time to time passengers will be scheduled for service that you feel should not be given a ride. If this occurs, you should radio Dispatch immediately, or use the telephone. Drivers do not have the authority to refuse service to anyone, but by calling the office and stating your concerns to either Dispatch, the Operations Manager, or the Division Director, a decision will be made.

Below are some examples of situations that may require assistance from office staff:
1. You arrive at a new passenger's home who uses a wheelchair to find that there are six steps to the porch. Agency policy states that three steps are the most you can move a wheelchair up or down. You call the office so that a note may be made on the passenger's registration card; the office will instruct you to follow policy; you inform the passenger that you cannot provide a ride. If the passenger has questions, ask them to contact the office.
2. You find a passenger who lives alone and is not really able to care for himself, has an offensive body odor. At an appropriate time, inform the office; staff will help solve your problem and help the passenger as well.

V.D JDA Fares Policy

JDA Transportation Services is funded largely by Transportation Development Act money, and requires what is called a fare box match. The amount of the fare collected from those who ride JDA Transportation Services is written on the daily schedule. The driver should ask each passenger for their fare. However, some passengers will not be scheduled to pay a fare, and no one will be denied a ride if they cannot pay their fare. Some passengers prefer to periodically mail a check to the office rather than carry change. The driver notes on the schedule any differences between what is scheduled and what is actually paid.

All other programs are funded at least in part by Older Americans, Act money. The Act prohibits charging for service, but we may collect donations.

All donations or fares are put into envelopes and placed into the boxes on each van. JDA drivers then bring their donations into the office daily and put them into the money box to be deposited. The Operations Manager collects donations from the other vans.

V.E No Shows (for individually scheduled rides on vans)

Clients who do not want a ride as arranged are asked to call the main office to cancel their ride. A No Show occurs when a client does not call to cancel the ride and is either not at the specified pick-up location, or is not ready to be picked up and is unable or unwilling to accept the ride as arranged.

No Shows cost JDA money and deprive others of needed rides. JDA keeps records of all No Shows. After three inexcused No Shows, the client will no longer be provided service unless they pay the full cost of the ride or $7.00, whichever is less. After three successful paid 'Shows' the passenger is returned to regular status.

After each No Show, the driver leaves a door hanger on the passenger's door explaining the No Show policy. After three No Shows, the passenger is contacted by phone and the policy described above implemented.

At the Dispatcher's discretion, a No Show may be excused. Passengers are given the benefit of the doubt. Valid excuses include: being admitted into the hospital; being a resident of a skilled nursing facility and therefore not responsible for cancelling the ride; and being confused.
V.F. ASSISTING PASSENGERS ON AND OFF VANS

GENERAL POLICY

The participants who use JDA for transportation are either wheelchair or ambulatory people who are mostly elderly. All wheelchair passengers are to be assisted on and off the van by the driver.

The majority of ambulatory passengers we transport are unsteady, frail and sometimes confused. With these passengers, there is always the danger that without assistance from the driver they might injure themselves. Therefore, it is required of all drivers to assist all passengers on and off the van.

Drivers are required to provide door-to-door assistance, as needed, to all clients. Drivers are not to go to the passenger's rooms and help get dressed or get into the wheelchair. In addition, drivers are not expected to track down the passenger's medical papers; they need to be ready for you.

Upon arrival at the appropriate station, ask the passenger for his/her medical papers, or any other necessary items, and wait only five minutes for these items if they are not ready. Notify Dispatch when you begin your five minute wait. If the passenger, or their paperwork, is not ready within five minutes of the scheduled pick up time, radio the office for instructions.

TRANSPORTING LOADED WHEELCHAIRS UP AND DOWN STEPS

Handling wheelchairs with heavy participants up and down steps can result in injury to the driver. Drivers are not to take a loaded wheelchair up or down more than three steps or if the total height of the steps exceeds 2 feet. The portable ramps should be used on two or three steps. If the job cannot be accomplished within these guidelines, or the driver has any doubts, notify Dispatch immediately for further instructions.

LOADING AND UNLOADING PASSENGERS AT THE ADULT DAY CARE

When a driver brings a participant to the Adult Day Care Center in the morning, the driver must check with day care staff for messages and a new schedule. For pick up at the day care center in the afternoon, drivers should arrive a few minutes early, with their order of loading list; and should again check with the day care staff for messages, etc.
V.G Passenger Loading Problems

If the driver has reason to believe that it may be dangerous, either to the passenger or to the driver, to load a passenger into the van, the driver should immediately contact the main office and advise Dispatch of the situation. The office will make the determination of how to proceed, giving the opinion of the driver great credence. If there is a disagreement between the driver and the office staff, the Operations Manager may be asked to visit the site.

Reasons the driver might feel that it may be dangerous to load the passenger could be:

- too many steps at the passenger's dwelling; a too steep ramp, walkway, or driveway; an unsafe wheelchair; lack of physical capability of passenger, including excess obesity or lack of coordination.

In order to avoid unnecessary embarrassment to any of the parties involved, the code 10-300 should be used when reporting passenger loading problems to the office.

POLICY FOR LOADING/UNLOADING AMBULATORY PERSONS USING THE LIFT

Whenever possible, drivers should board and deboard ambulatory persons who are unable to climb the steps of a van, using the wheelchair provided in the van. However, there may be times when it will be necessary to load ambulatory persons by having them stand on the lift.

In order to minimize the risk of injury to the passenger, drivers need to use the upmost caution in loading or unloading ambulatory passengers using the lift.

SAFETY MEASURES TO KEEP IN MIND

1. Drivers need to stand on the lift with the passenger and give arm support, guiding them into the van. Do not load passengers in this manner if operating the lift prevents you from providing arm support.

2. Pay attention that the passenger does not hit his/her head on the roof while entering or deboarding.

3. Clear all tiedowns or seat belts out of the passenger's path as s/he walks onto or off of the lift.

4. Obese persons may present a particular hazard due to the lift springing upward once their weight is removed. To guard against this, the driver should stand on the lift while the person is getting off, lending the passenger arm support in the process.
LAP BELT POLICY

Lap belts **must be used at all times** on passengers in wheelchairs. The belt should be put on before the wheelchair is moved, and remain on

V.H. Fueling Vehicles

At the end of each day, drivers check their gas gauge. If it reads half full or less, the vehicle should be refueled. Fueling at half empty helps to minimize the buildup of condensation in the fuel tank.

Gas is procured at any one of severeral JDA authorized gas stations. These are:

San Benito Petroleum
Propect Avenue
Hollister

Mike's BP
San Benito Street
Hollister

All gas receipts are turned in to the Operations Manager on a daily or weekly basis. All gas receipts must have the following information:

- Van number
- License number
- Signature
- Mileage
- The words JDA

These are important because we use them to track mileage and for gas tax reimbursement, and also to verify payment to the gas station.

V.I. Accidents, Incidents, and Employee Injuries

**All accidents, incidents, and employee injuries must be reported on the proper form immediately.** Failure to do so may create serious liability for JDA.

In the event that the driver is involved in a vehicle accident, Dispatch must be notified immediately and the steps outlined in Section IV.C should be followed. The Accident Report form needs to be filled out completely and returned to the Operations Manager.
An incident is any situation involving passengers that normally does not result in an injury to the driver or damage to the van. In the event that a passenger is involved in an incident, the appropriate emergency procedures described elsewhere in this handbook should be followed. The Incident Report form should be completed and returned immediately to the Operations Manager.

If during the course of the work day the driver is injured, the Staff Injury Report form should be filled out and returned immediately to the Operations Manager, advising Dispatch immediately of the injury. If first aid or medical follow-up is necessary, Dispatch will advise the driver as to the proper procedure. Specific questions about Worker's Compensation Insurance should be directed to Personnel.

V.K Dealing with Problem or Abusive Passengers

ON SITE PROBLEMS (Adult Day Care, Meal Sites, etc.)

If any passenger is behaving in a difficult or inappropriate manner to the extent that the driver feels the behavior is creating a problem, the driver needs to:

1. Immediately inform the on-site staff and work with them to solve the problem. If those involved cannot agree on how to solve the problem, or the problem appears unsolvable, the driver should immediately contact the JDA office for instructions.

2. If the problem involves an immediate threat to the health of the passenger, the driver should use the knowledge gained through CPR or First Aid training to assess the situation and take the appropriate action. Both the on-site staff and the JDA office should be notified ASAP.

OFF-SITE PROBLEMS (on board vehicles)

If any passenger is behaving in a difficult or inappropriate manner to the extent that the driver feels the behavior is creating a problem, the driver needs to:

1. Notify the site staff at the receiving end and follow #1 above.
2. If the problem is urgent, that is, if the passenger is becoming a threat to others (i.e. hitting, throwing things, etc.) contact Dispatch by radio. Office staff will work with the site staff to provide the driver with assistance.
3. If the assistance provided in #2 above does not work to solve the problem site staff may meet the van and remove the passenger. If the situation requires more immediate action, the appropriate emergency service will be contacted (fire, police, ambulance). The on-site staff will determine how best to provide transportation for the problem passenger in the future.
Again, if the situation involves an immediate threat to the health of the passenger, the driver should use the knowledge gained during training to assess the situation and to take appropriate action. The driver notifies the JDA office by radio or phone as possible. The JDA office will in turn notify the on-site staff.

V.I Policy for Return from Leave of Absence

It is the spirit of this policy to foster and maintain ongoing beneficial relationships between each driver and the participants s/he serves on a particular route. Therefore, when an employee returns from an approved leave of absence, the division Director shall, when possible and in accordance with funding guidelines and service needs, reinstate the employee to the route(s) assigned at the time the leave was taken. If reinstatement to the previously-held route is not possible, the Director shall inform the employee of the reasons in writing prior to his/her return to work.

V.M Passengers with Communicable Diseases

STATEMENT OF PURPOSE

It is the goal of JDA to provide rides for all clients in the safest and most human way possible, at the same time ensuring the protection and safety of drivers, other passengers, and the general public.

A communicable disease is a contagious disease; that is, a disease that can be transmitted from one person to another. Some communicable diseases are relatively minor and some extremely serious. The transmission can occur in one of three ways:

1. By direct contact with the infected person, by ingestion of infected food or by infection of an open skin wound.
2. By indirect contact with contaminated objects, such as clothing from an infected person.
3. Through the air.

These procedures detail under what circumstances and in what manner rides will be provided to clients with communicable diseases.

SCHEDULING PROCEDURES

Information from passenger
At the time a client first contacts JDA to become eligible for service, they are asked a number of questions about their needs, they are asked a number of questions about their needs and capabilities. They will also be asked if they have any communicable diseases, and if so, which one(s).
Information to driver

All pertinent client information will be noted on the daily Schedule in code, and passed onto the drivers. In the case of communicable diseases, drivers will be informed of the disease so that they can take appropriate precautions, as detailed below.

Passenger Precautions

Proper Dress

JDA encourages all passengers, especially those who are responsible for passengers and providing for their care, to ensure that passengers are dressed properly for their ride. This means that during cold and wet weather, passengers are dressed warmly and given protection from the rain. JDA vans are equipped with large umbrellas, but that alone can not always provide enough protection from the rain. Proper clothing is an important way to protect passengers from contracting such communicable diseases as pneumonia and influenza.

Medication

It is equally important that those responsible for the care of passengers insure that they receive any medication that may be required. It is not part of the JDA obligation to provide medication, however, it is important that JDA be aware of any medication that passengers are taking in case an emergency arises during transport.

Driver Training

An important aspect of preventing the spread of communicable diseases is the training all drivers receive in procedures to protect themselves. JDA also provides drivers with the necessary equipment they need to protect themselves and other passengers from infection.

Driver Precautions

When it is known in advance that the passenger has a communicable disease, preventative measures can, to a great extent, protect the driver and the other passengers.

Driver Precautions

When a driver comes in direct contact with a passenger who has a communicable disease, one the most effective and simple ways to prevent transmission of the disease is for the driver to wash his/her hands immediately following the contact. This can be done with soap and water, cream soap, and wipes, or other disinfectants. JDA will provide driver with the necessary equipment.
Cleaning wheelchairs  Wheelchairs or other equipment carried on the JDA vehicles may also be exposed to persons with communicable diseases, and may then need to be disinfected as well. Every JDA vehicle should be equipped with the necessary supplies, and if it becomes necessary to do this, the driver should immediately notify the office staff, who will make sure that the driver has sufficient time to complete the cleaning. This may mean that scheduled rides for that vehicle need to be transferred, postponed, or rescheduled. Drivers should wear disposable gloves while doing the cleaning, and dispose of the gloves immediately after the cleaning.

EQUIPMENT PRECAUTIONS

First Aid Kits  A second first aid kit should be placed on each van that contains disposable gloves, soap or cream soap, disinfectant, absorbant powder, etc. The first aid kit should be securely attached to the van, with no chance of it being lost, misplaced, or becoming a projectile in an accident. It is the duty of the Operations Manager to restock the kits whenever necessary, and it is the duty of the drivers to check the kits and notify the Operations Manager when the kits need restocking.

Disinfectant  A liquid disinfectant, either commercially manufactured or a mixture of water and bleach, should be kept on all vehicles at all times. Rags are also available.

Gloves  Disposable gloves should be available on the vans at all times. Drivers should wear them whenever they come into contact with a passenger who has a communicable disease that may be transmitted by direct contact.

Gloves should also be worn whenever drivers need to clean up any spills of bodily fluids, whether or not the passenger has a communicable disease. The driver notifies the JDA office staff any time there is a need to use gloves.

Absorbant material  Absorbant material, usually in powder form, is used to help clean up the spills of bodily fluids. The powder form, is available on all JDA vehicles at all times. A small broom will be carried in each van in order to sweep up any absorbant that is used.

Goggles, masks, aprons, etc.  Disposable goggles, masks, and aprons should be kept in the JDA office, in secure bags. These should be checked out to drivers whenever a passenger who is known to have a communicable disease that can be transferred by direct means is scheduled to be carried. If these are unused, they should be returned to the JDA office.

Disposal bags  Each JDA vehicle should carry a supply of leakproof disposable bags to be used when disposing of gloves, rags, etc. These bags may simply be thrown into the garbage after they are used. There is no danger of contamination.
VAN PRECAUTIONS

Cleaning the van Keeping vans clean will help prevent the spread of communicable diseases. All vans will be thoroughly cleaned during their regular servicing at the JDA vehicle maintenance facility. Between servicing, it is the driver's responsibility to keep the vans clean. When a van needs cleaning, the driver notifies the JDA office, and time will be specifically scheduled for cleaning without being pressed to squeeze cleaning into an already full schedule. Equipment to clean the vans will be kept at the JDA office.

Disinfecting the van After every exposure to potentially contaminated material, the vans should be disinfected. If an incident occurs, the driver immediately notifies the JDA office, and will then be given time to disinfect the van, with appropriate schedule rearrangement if needed.

Designation of vans for use by passengers with communicable diseases Vans will not be used to transport passengers who have communicable diseases until after the vans have been prepared. These vans should have only rubber mats covering the floors (not carpets), only vinyl upholstery on the seats, and fully stocked first aid kits and disinfectant supplies.

V.NYou and Your Back

As a driver, your back is vulnerable to strain, fatigue and injury from several different sources.

To minimize fatigue while driving, keep your seat forward so that your knees are bent and higher than your hips. Keep your lower back flat against the back of the seat and change positions often, Avoid sitting far back from the wheel; stretching for the pedals and wheel increases lower back curve and strain.

Stretch during your breaks; clasp your hands behind your head and bring your elbows back, then bend forward until your back is horizontal. Relax during your breaks; let your shoulders and neck muscles go limp; swivel your head and let it drop all the way forward.

Half of all back injuries result from improper lifting. The work of a van driver involves assisting passengers that use wheelchairs and others who have physical conditions that require they be assisted in on and off the van. Although you have been instructed in the safe and proper way of transferring a passenger from a wheelchair into a van seat, there will be other occasions when you will be required to assist your passengers, using proper leverage and a certain amount of strength. For those instances where it is necessary to provide support to your passengers, use your legs and not your back, staying as close as possible to the person you are assisting. If you have to turn with a load, change the position of your feet, don't twist your trunk.
Poor physical condition, which includes poor posture, lack of exercise, and excess weight, may make your back even more prone to injury. Therefore, it is important that you give your back adequate support by building strong and flexible supporting muscles through a good exercise program.

V.O  Scheduling Lunches

1. JDA personnel policies 1.10: Guidelines for Breaks and Scheduled Lunches:
   (a) A paid 15 minute break for each four hours worked is required. (b) If an employee works 5 hours or less, s/he is entitled to one paid 15 minute break. (c) If an employee works more than 5 hours and up to 6 hours, s/he is entitled to an 1/2 hour lunch break. This lunch break may be waived by mutual consent of the employee and his/her supervisor. (d) If an employee works more than 6 hours, but less than 8 hours, a 1/2 lunch break is required. (e) Only those employees who work 8 hours are entitled to 1/2 hour lunch and two paid 15 minutes breaks.

2. Each daily schedule prepared for drivers by the JDA office shall include a lunch break, the time of which shall be duly noted. The lunch shall be for 1/2 hour, unpaid.

3. All lunches should fall between 11:00 am and 2:00 pm.

4. To ensure proper scheduling of lunches, time shall be blocked out in the schedule books.

5. If the scheduled lunches result in passengers being required to wait more than 45 minutes for their return trip, that passenger may be transported by another available agency vehicle and driver.

LUNCH TIME TRAVEL

1. Drivers are not expected to use any of their lunch time for travel from one scheduled pickup to another. The schedule should allow time for the driver to complete lunch and then get to their next pickup.

2. Drivers are not allowed to drive excessively in agency vehicles during their lunch. During the scheduled lunch, drivers may either drive to any lunch location that is between their last scheduled pickup and their next scheduled pickup, or to any other location no more than one half mile away. If there are not appropriate opportunities for lunch in that area, the driver should contact the office, let Dispatch know the situation, and ask to go outside the area for lunch. If a driver needs to drive elsewhere, such as for an appointment that can only be scheduled during lunch, permission must be received from the JDA office.
V.P. REIMBURSEMENT FOR PHYSICAL EXAMINATIONS

All drivers are required to renew their medical certificates every two years. Failure to do so will render the Class B license invalid. It is the employee's responsibility to renew the medical certificate in timely manner.

Once employed by JDA, the cost of renewing the medical certificate (the physical examination) will be paid by Jovenes de Antaño. Therefore physical exams for purposes of renewing the medical certificate may be obtained as follows:

1. The driver should contact the clinic, doctors, etc. and make an appointment. This appointment should be scheduled outside the employee's regularly scheduled work hours.

2. After the physical examination, the employee will be given an invoice by the medical facility. This invoice should be returned to the Fiscal Department at the JDA office, who will pay the JDA portion of the bill.
JOVENES DE ANTANO

CELL PHONE USE POLICY

You are not permitted to use your cell phone for work purposes while operating a motor vehicle or engaging in other dangerous activities that require concentration. When using your cell for work purposes, you are expected to exercise care and to follow all operating instructions, safety standards, and guidelines. If it becomes necessary to use your cell phone for work purposes while operating a motor vehicle, you must bring the vehicle to a complete stop and place it in park before using the phone. Using your cell phone for work purposes in any manner that is not in compliance with this policy is prohibited by this organization and is considered to be outside the scope of your employment.

If you are involved in an accident while using your cell phone for work purposes, you must promptly report the accident to your supervisor. Violation of this policy including negligent, destructive or unsafe usage or operation of the cell phone may result in disciplinary action, up to and including termination of your employment.

______________________________  _________________________
Employee Signature                      Date

______________________________  _________________________
Supervisor Signature                   Date
ZERO TOLERANCE
DRUG AND ALCOHOL TESTING POLICY
Jovenes de Antano Specialized Transportation
Adopted as of May 23, 2014

A. PURPOSE

1) The Jovenes de Antano Specialized Transportation provides public transit and paratransit services for the residents of San Benito County. Part of our mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. In keeping with this mission, Jovenes de Antano specialized Transportation declares that the unlawful manufacture, distribution, dispense, possession, or use of controlled substances or misuse of alcohol is prohibited for all employees.

2) Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result. The U. S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens.

3) Any provisions set forth in this policy that are included under the sole authority of Jovenes de Antano Specialized Transportation and are not provided under the authority of the above named Federal regulations are underlined. Tests conducted under the sole authority of Jovenes de Antano Specialized Transportation will be performed on non-USDOT forms and will be separate from USDOT testing in all respects.

B. APPLICABILITY

This Drug and Alcohol Testing Policy applies to all safety-sensitive employees (full- or part-time) when performing safety sensitive duties Jovenes de Antano Specialized Transportation employees that do not perform safety-sensitive
functions are also covered under this policy under the sole authority of Jovenes de Antonio Specialized Transportation. See attachment A for a list of employees and the authority under which they are included. A safety-sensitive function is operation of mass transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), maintenance of a revenue service vehicle or equipment used in revenue service, security personnel who carry firearms, dispatchers or persons controlling the movement of revenue service vehicles and any other transit employee who is required to hold a Commercial Drivers License. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles and/or equipment used in revenue service. A list of safety-sensitive positions that perform one or more of the above mentioned duties is provided in Attachment A. Supervisors are only safety sensitive if they perform one of the above functions. Volunteers are considered safety sensitive and subject to testing if they are required to hold a CDL, or receive remuneration for service in excess of actual expense.

C. DEFINITIONS

Accident: An occurrence associated with the operation of a revenue service vehicle even when not in revenue service, if as a result:

a. An individual dies;

b. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or,

c. One or more vehicles incur disabling damage as the result of the occurrence and are transported away from the scene by a tow truck or other vehicle. For purposes of this definition, disabling damage means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, mirrors or windshield wipers that makes them inoperative.

Adulterated specimen: A specimen that has been altered, as evidence by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation or medication.
Alcohol Concentration: Expressed in terms of grams of alcohol per 210 liters of breath as measured by an evidential breath testing device.

Aliquot: A fractional part of a specimen used for testing, it is taken as a sample representing the whole specimen.

Cancelled Test: A drug test that has been declared invalid by a Medical Review Officer. A canceled test is neither positive nor negative.

Confirmatory Drug Test: A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify the presence of a specific drug or metabolite.

Confirmatory Validity Test: A second test performed on a different aliquot of the original urine specimen to further support a validity test result.

Covered Employee Under FTA Authority: An employee who performs a safety-sensitive function including an applicant or transferee who is being considered for hire into a safety-sensitive function (See Attachment A for a list of covered employees), and other employees, applicants, or transferee that will not perform a safety-sensitive function but falls under the policy of the company's own authority.

Covered Employee Under Company Authority: An employee, applicant or transferee that will not perform a safety-sensitive function as defined by FTA but is included under the company's own authority. (See Attachment A).

Designated Employer Representative (DER): An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties and to make required decisions in testing. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Parts 40 and 655.

Department of Transportation (DOT): Department of the federal government which includes the, Federal Transit Administration, Federal Railroad Administration, Federal Highway Administration, Federal Motor Carriers' Safety Administration, and the Office of the Secretary of Transportation. Pipeline & Hazardous Materials Safety Administration. United States Coast Guard and the office of the Secretary of Transportation.

Dilute specimen: A urine specimen with creative and specific gravity values that are lower than expected for human urine.

FTA Drug and Alcohol Testing Policy
Disabling damage: Damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, mirrors or windshield wipers that makes them inoperative.

Evidentiary Breath Testing Device (EBT): A Device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations. Approved devices are listed on the National Highway Traffic Safety Administration (NHTSA) conforming products list.

Initial Drug Test: (Screening Drug Test) the test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

Initial Specimen Validity Test: The first test used to determine if a urine specimen is adulterated, diluted, substituted, or invalid

Invalid Result: The result reported by an HHS-certified laboratory in accordance with the criteria established by the HHS Mandatory Guidelines when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

Laboratory: Any U.S. laboratory certified by HHS under the National Laboratory Certification program as meeting standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under this part.

Limit of Detection (LOD): The lowest concentration at which a measurand can be identified, but (for quantitative assays) the concentration cannot be accurately calculated.

Limit of Quantitation: For quantitative assays, the lowest concentration at which the identity and concentration of the measurand can be accurately established.

Medical Review Officer (MRO): A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history, and any other relevant bio-medical information.
Negative Dilute: A drug test result which is negative for the five drug/drug metabolites but has a specific gravity value lower than expected for human urine.

Negative result: The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen.

Non-negative test result: A urine specimen that is reported as adulterated, substitute, invalid, or positive for drug/drug metabolites.

Oxidizing Adulterant: A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or metabolites, or affects the reagents in either the initial or confirmatory drug test.

Performing (a safety-sensitive function): A covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

Positive result: The result reported by an HHS-Certified laboratory when a specimen contains a drug or drug metabolite equal or greater to the cutoff concentrations.

Prohibited drug: Identified as marijuana, cocaine, opiates, amphetamines (including ecstasy), or phencyclidine at levels above the minimum thresholds specified in 49 CFR Part 40, as amended.

Reconfirmed: The result reported for a split specimen when the second laboratory is able to corroborate the original result reported for the primary specimen.

Rejected for Testing: The result reported by an HHS-Certified laboratory when no tests are performed for specimen because of a fatal flaw or a correctable flaw that has not been corrected.

Revenue Service Vehicles: All transit vehicles that are used for passenger transportation service.

Safety-sensitive functions: Employee duties identified as:

1. The operation of a transit revenue service vehicle even when the vehicle is not in revenue service.
(2) The operation of a non-revenue service vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Drivers License (CDL).

(3) Maintaining a revenue service vehicle or equipment used in revenue service.

(4) Controlling the movement of a revenue service vehicle and

(5) Carrying a firearm for security purposes.

Split Specimen Collection: A collection in which the urine collected is divided into two separate bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

Substance Abuse Professional (SAP): A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state-licensed marriage and family therapist, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol and other Drug Abuse (ICRC) or by the National Board for Certified Counselors, Inc and Affiliates/Master Addictions Counselor (NBCC) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

Substituted specimen: A urine specimen with creatinine and specific gravity values that are so diminished that they are not consistent with normal human urine.

Test Refusal: The following are considered a refusal to test if the employee:

(1) Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer

(2) Fails to remain at the testing site until the testing process is complete

(3) Fails to attempt to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations

(4) In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen

(5) Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure

(6) Fails or declines to take a second test the employer or collector has directed you to take
(7) Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the "shy bladder" or "shy lung" procedures.

(8) Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process).

(9) If the MRO reports that there is verified adulterated or substituted test result.

(10) Failure or refusal to sign Step 2 of the alcohol testing form.

(11) Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.

(12) Possess or wear a prosthetic or other device that could be used to interfere with the collection process.

(13) Admit to the collector or MRO that you adulterated or substituted the specimen.

**Verified negative test:** A drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use above the minimum cutoff levels established by the Department of Health and Human Services (HHS).

**Verified positive test:** A drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use above the minimum cutoff levels specified in 49 CFR Part 40 as revised.

**Validity testing:** The evaluation of the specimen to determine if it is consistent with normal human urine. Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

**D. EDUCATION AND TRAINING**

1) Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training also
includes manifestations and behavioral cues that may indicate prohibited drug use.

2) All supervisory personnel or company officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

E. PROHIBITED SUBSTANCES

1) Prohibited substances addressed by this policy include the following.

a. Illegally Used Controlled Substance or Drugs Under the Drug-Free Workplace Act of 1988 any drug or any substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 through 1300.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana, amphetamines (including methamphetamine and ecstasy), opiates (including heroin), phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. Also, the medical use of marijuana, or the use of hemp related products, which cause drug or drug metabolites to be present in the body above the minimum thresholds is a violation of this policy.

Federal Transit Administration drug testing regulations (49 CFR Part 655) require that all covered employees under FTA authority be tested for marijuana, cocaine, amphetamines (including methamphetamine and ecstasy), opiates (including heroin), and phencyclidine as described in Section H of this policy. Employees covered under company authority will also be tested for these same substances. Illegal use of these five drugs is prohibited at all times and thus, covered employees may be tested for these drugs anytime that they are on duty.

a. Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that
mental functioning, motor skills, or judgment may be adversely affected must be reported to a Jovenes de Antano Specialized Transportation supervisor and the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions.

b. Alcohol: The use of beverages containing alcohol (including any mouthwash, medication, food, candy) or any other substances such that alcohol is present in the body while performing safety-sensitive job functions is prohibited. An alcohol test can be performed on a covered employee under 49 CFR Part 655 just before, during, or just after the performance of safety-sensitive job functions. Under Jovenes de Antano Specialized Transportation authority, a non-DOT alcohol test can be performed any time on a covered employee is on duty.

F. PROHIBITED CONDUCT

1) All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in 49 CFR PART 40, as amended.

2) Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline for not fulfilling his/her on-call responsibilities.

3) The Transit Department shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol.

4) Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.02 or greater regardless of when the alcohol was consumed.

5) No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.
6) No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

7) Jovenes de Antano Specialized Transportation, under its own authority, also prohibits the consumption of alcohol at all times the employee is on duty, or anytime the employee is in uniform.

8) Consistent with the Drug-free Workplace Act of 1988, all Jovenes de Antano Specialized Transportation employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the workplace including transit system premises and transit vehicles.

G. DRUG STATUTE CONVICTION

Consistent with the Drug Free Workplace Act of 1998, all employees are required to notify the Jovenes de Antano Specialized Transportation management of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action as defined in Section Q of this policy.

H. TESTING REQUIREMENTS

1) Analytical urine drug testing and breathe testing for alcohol will be conducted as required by 49CFR part 40 as amended. All employees covered under FTA authority shall be subject to testing prior to performing safety-sensitive duty, for reasonable suspicion, following an accident, and random as defined in Section K, L, M, and N of this policy, and return to duty/follow-up. All employees covered under company authority will also be subject to testing for reasonable suspicion, post-accident, random and return to duty-follow-up using non-DOT testing forms.

2) A drug test can be performed any time a covered employee is on duty. A reasonable suspicion and random alcohol test can be performed just before, during, or after the performance of a safety-sensitive job function. Under Jovenes de Antano Specialized Transportation authority, an alcohol test can be performed any time a covered employee is on duty.

3) All covered employees will be subject to urine drug testing and breath alcohol testing as a condition of ongoing employment with Jovenes de Antano Specialized Transportation. Any safety-sensitive employee who
refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in Section Q of this policy.

I. DRUG TESTING PROCEDURES

1) Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Service (HHS). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.

2) The drugs that will be tested for include marijuana, cocaine, opiates (including heroin), amphetamines (including methamphetamine and ecstasy), and phencyclidine. After the identity of the donor is checked using picture identification, a urine specimen will be collected using the split specimen collection method described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a DOT Chain of Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at a HHS certified laboratory. An initial drug screen and validity test will be conducted on the primary urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the GC/MS test are above the minimum thresholds established in 49 CFR Part 40, as amended.

3) The test results from the HHS certified laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive, substitute, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory result, and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will subsequently review the employee’s medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive or refusal to test and reported to the Jovenes de Antano specialized Transportation Drug and Alcohol Program.
Manager (DAPM). If a legitimate explanation is found, the MRO will report the test result as negative to the DAPM.

4) If the test is invalid without a medical explanation, a retest will be conducted under direct observation. Employees do not have access to a test of their split specimen following an invalid result.

5) Any covered employee who questions the results of a required drug test under paragraphs L through P of this policy may request that the split sample be tested. The split sample test must be conducted at a second HHS-certified laboratory with no affiliation with the laboratory that analyzed the primary specimen. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond the control of the employee. Jovenes de Antonio Specialized Transportation will ensure that the cost for the split specimen are covered in order for a timely analysis of the sample, however Jovenes de Antonio Specialized Transportation will seek reimbursement for the split sample test from the employee.

6) If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled. If the split specimen is not available to analyze the MRO will direct Jovenes de Antonio Specialized Transportation to retest the employee under direct observation.

7) The split specimen will be stored at the initial laboratory until the analysis of the primary specimen is completed. If the primary specimen is negative, the split will be discarded. If the primary is positive, the split will be retained for testing if so requested by the employee through the Medical Review Officer. If the primary specimen is positive, it will be retained in frozen storage for one year and the split specimen will also be retained for one year.

8) Observed collections
a. Consistent with 49 CFR part 40, as amended, collection under direct observation (by a person of the same gender) with no advance notice will occur if:

i. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to Jovenes de Antano Specialized Transportation that there was not an adequate medical explanation for the result;

ii. The MRO reports to Jovenes de Antano Specialized Transportation that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed;

iii. The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the specimen to you as negative-dilute and that a second collection must take place under direct observation (see §40.197(b)(1)).

iv. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;

v. The temperature on the original specimen was out of range;

vi. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with.

vii. All follow-up-tests; or

viii. All return-to-duty tests

J. ALCOHOL TESTING PROCEDURES

1) Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). Alcohol screening tests may be performed using a non-evidential testing device which is also approved by NHSTA. If the initial test indicates an alcohol concentration of 0.02 or greater, a
second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted no sooner than fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.

2) An employee who has a confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. The consequences of a positive alcohol test are described in Section Q. of this policy. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for at least eight hours or for the duration of the work day whichever is longer and will be subject to the consequences described in Section Q of this policy. An alcohol concentration of less than 0.02 will be considered a negative test.

3) Jovenes de Antano Specialized Transportation affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be canceled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a canceled test.

4) The alcohol testing form (ATF) required by 49 CFR Part 40 as amended, shall be used for all FTA required testing. Failure of an employee to sign step 2 of the ATF will be considered a refusal to submit to testing.

K. PRE-EMPLOYMENT TESTING

1) All applicants for covered transit positions shall undergo urine drug testing prior to performance of a safety-sensitive function.

b. All offers of employment for covered positions shall be extended conditional upon the applicant passing a drug test. An applicant will
not be allowed to perform safety-sensitive functions unless the applicant takes a drug test with verified negative results.

c. A non-covered employee shall not be placed, transferred or promoted into a position covered under FTA authority or company authority until the employee takes a drug test with verified negative results.

d. If an applicant fails a pre-employment drug test, the conditional offer of employment shall be rescinded and the applicant will be referred to a Substance Abuse Professional. Failure of a pre-employment drug test will disqualify an applicant for employment for a period of at least one year. Before being considered for future employment the applicant must provide the employer proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.

e. When an employee being placed, transferred, or promoted from a non-covered position to a position covered under FTA authority or company authority submits a drug test with a verified positive result, the employee shall be subject to disciplinary action in accordance with Section Q herein.

f. If a pre-employment test is canceled, Jovenes de Antano Specialized Transportation will require the applicant to take and pass another pre-employment drug test.

g. In instances where a FTA covered employee is on extended leave for a period of 90 consecutive days or more regardless of reason, and is not in the random testing pool the employee will be required to take a pre-employment drug test under 49 CFR Part 655 and have negative test results prior to the conduct of safety-sensitive job functions.

h. Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.

i. Applicants are required (even if ultimately not hired) to provide Jovenes de Antano Specialized Transportation with signed written releases requesting FTA drug and alcohol records from all
previous, DOT-covered, employers that the applicant has worked for within the last two years. Failure to do so will result in the employment offer being rescinded. Jovenes de Antano de Specialized Transportation on is required to ask all applicants (even if ultimately not hired) if they have tested positive or refused to test on a pre-employment test for a DOT covered employer within the last two years. If the applicant has tested positive or refused to test on a pre-employment test for a DOT covered employer, the applicant must provide Jovenes de Antano Specialized Transportation proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G.

L. REASONABLE SUSPICION TESTING

1) All Jovenes de Antano Specialized Transportation covered employees will be subject to a reasonable suspicion drug and/or alcohol test when the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, particularly observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol use, and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. However, under Jovenes de Antano Specialized Transportation's authority, a reasonable suspicion alcohol test may be performed any time the covered employee is on duty. A reasonable suspicion drug test can be performed any time the covered employee is on duty.

2) Jovenes de Antano Specialized Transportation shall be responsible for transporting the employee to the testing site. Supervisors should avoid placing themselves and/or others into a situation which might endanger the physical safety of those present. The employee shall be placed on administrative leave pending disciplinary action described in Section Q of this policy. An employee who refuses an instruction to submit to a drug/alcohol test shall not be permitted to finish his or her shift and shall
immediately be placed on administrative leave pending disciplinary action as specified in Section Q of this policy.

3) A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor making the observation. This written record shall be submitted to the Jovenes de Antano Specialized Transportation.

4) When there are no specific, contemporaneous, particularized objective facts that indicate current drug or alcohol use, but the employee (who is not already a participant in a treatment program) admits the abuse of alcohol or other substances to a supervisor in his/her chain of command, the employer shall be referred for an assessment and treatment consistent with Section Q of this policy. Jovenes de Antano Specialized Transportation shall place the employee on administrative leave in accordance with the provisions set forth under Section Q of this policy. Testing in this circumstance would be performed under the direct authority of the Jovenes de Antano Specialized Transportation. Since the employee self-referred to management, testing under this circumstance would not be considered a violation of this policy or a positive test result under Federal authority. However, self-referral does not exempt the covered employee from testing under Federal authority as specified in Sections L through N of this policy or the associated consequences as specified in Section Q.

M. POST-ACCIDENT TESTING

1) All covered employees will be required to undergo urine and breathe testing if they are involved in an accident with a transit revenue service vehicle regardless of whether or not the vehicle is in revenue service that results in a fatality. This includes all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance cannot be completely discounted as a contributing factor to the accident.

2) In addition, a post-accident test will be conducted if an accident results in injuries requiring immediate transportation to a medical treatment facility; or one or more vehicles incurs disabling damage, unless the operator's performance can be completely discounted as a contributing factor to the accident.
   a. As soon as practicable following an accident, as defined in this policy, the transit supervisor investigating the accident will notify the
transit employee operating the transit vehicle and all other covered employees whose performance could have contributed to the accident of the need for the test. The supervisor will make the determination using the best information available at the time of the decision.

b. The appropriate transit supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours of the accident for alcohol, and no longer than 32 hours for drugs. If an alcohol test is not performed within two hours of the accident, the Supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within (8) eight hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.

c. Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test.

d. An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.

e. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

f. In the rare event that Jovenes de Antano Specialized Transportation is unable to perform an FTA drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), Jovenes de Antano Specialized Transportation may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA test. The local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with local law.

N. RANDOM TESTING
1) All covered employees will be subjected to random, unannounced testing. The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from the appropriate pool of safety-sensitive employees. Employees covered under company authority will be selected from a pool of non-DOT-covered employees.

2) The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year, day of the week and hours of the day.

3) The number of employees randomly selected for drug/alcohol testing during the calendar year shall be not less than the percentage rates established by Federal regulations for those safety-sensitive employees subject to random testing by Federal regulations. The current random testing rate for drugs established by FTA equals twenty-five percent of the number of covered employees in the pool and the random testing rate for alcohol established by FTA equals ten percent of the number of covered employees in the pool.

4) Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection.

5) Covered transit employees that fall under the Federal Transit Administration regulations will be included in one random pool maintained separately from the testing pool of employees that are included solely under Jovenes de Antano Specialized Transportation authority.

6) Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can be performed just before, during, or just after the performance of a safety sensitive duty. However, under Jovenes de Antano Specialized Transportation's authority, a non-DOT random alcohol test may be performed any time the covered employee is on duty. Testing can occur during the beginning, middle, or end of an employee's shift.

7) Employees are required to proceed immediately to the collection site upon notification of their random selection.
O. RETURN-TO-DUTY TESTING

Jovenes de Antano Specialized Transportation will terminate the employment of any employee that tests positive or refuses a test as specified in section Q of this policy. However, in the rare event an employee is reinstated with court order or other action beyond the control of the transit system, the employee must complete the return-to-duty process prior to the performance of safety-sensitive functions. All covered employees who previously tested positive on a drug or alcohol test or refused a test, must test negative for drugs, alcohol (below 0.02 for alcohol), or both and be evaluated and released by the Substance Abuse Professional before returning to work. For an initial positive drug test a Return-to-Duty drug test is required and an alcohol test is allowed. For an initial positive alcohol test a Return-to-Duty alcohol test is required and a drug test is allowed. Following the initial assessment, the SAP will recommend a course of rehabilitation unique to the individual. The SAP will recommend the return-to-duty test only when the employee has successfully completed the treatment requirement and is known to be drug and alcohol-free and there are no undue concerns for public safety.

P. FOLLOW-UP TESTING

Covered employees that have returned to duty following a positive or refused a test will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty test. The follow-up testing will be performed for a period of one to five years with a minimum of six tests to be performed the first year. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAP reflecting the SAP’s assessment of the employee’s unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion and return-to-duty testing.

Q. RESULT OF DRUG/ALCOHOL TEST

1) Any covered employee that has a verified positive drug or alcohol test will be removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available, referred to a Substance Abuse Professional (SAP) for assessment, and will be terminated.

2) Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the
test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.

3) A positive drug and/or alcohol test will also result in disciplinary action as specified herein.

   a. After receiving notice of a verified positive drug test result, a confirmed alcohol test result, or a test refusal, the Jovenes de Antano Specialized Transportation Drug and Alcohol Program Manager will contact the employee’s supervisor to have the employee cease performing any safety-sensitive function.

   b. The employee shall be referred to a Substance Abuse Professional and will be terminated.

4) Refusal to submit to a drug/alcohol test shall be considered a positive test result and shall result in termination and referral to an SAP. A test refusal includes the following circumstances:

   a. Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer

   b. Fails to remain at the testing site until the testing process is complete

   c. Fails to attempt to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations

   d. In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen

   e. Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure

   f. Fails or declines to take a second test the employer or collector has directed you to take

   g. Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the “shy bladder” or “shy lung” procedures

   h. Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process)

   i. If the MRO reports that there is verified adulterated or substituted test result

   j. Failure or refusal to sign Step 2 of the alcohol testing form

   k. Failure to follow the observer’s instructions during an observed collection including instructions to raise your clothing above the
waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.

l. Possess or wear a prosthetic or other device that could be used to interfere with the collection process

m. Admit to the collector or MRO that you adulterated or substituted the specimen.

5) An alcohol test result of $\geq 0.02$ to $\leq 0.039$ BAC shall result in the removal of the employee from duty for eight hours or the remainder of the work day whichever is longer. The employee will not be allowed to return to safety-sensitive duty for his/her next shift until he/she submits to an alcohol test with a result of less than 0.02 BAC. If the employee has an alcohol test result of $\geq 0.02$ to $\leq 0.039$ two or more times within a six month period, the employee will be removed from duty and referred for an assessment and treatment consistent with Section Q 9-10 of this policy.

6) In the instance of a self-referral or a management referral, disciplinary action against the employee shall include:

a. Mandatory referral for an assessment by an employer approved substance abuse professional for assessment formulation of a treatment plan, and execution of a return to work agreement;

b. Failure to execute, or remain compliant with the return-to-work agreement shall result in termination from Jovenes de Antano Specialized Transportation employment.
   i. Compliance with the return-to-work agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; the employee is cooperating with his/her recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as defined in Section P of this policy.

c. Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination. All tests conducted as part of the return to work agreement will be conducted under company authority and will be performed using non-DOT testing forms.

d. A self-referral or management referral to the employer's approved substance abuse professional that was not precipitated by a positive test result does not constitute a violation of the Federal regulations and will not be considered as a positive
test result in relation to the progressive discipline defined in Section Q of this policy.

e. Periodic unannounced follow-up drug/alcohol test conducted as a result of a self-referral or management referral which results in a verified positive shall be considered a positive test result in relation to the progressive discipline defined in Section Q of this policy.

f. A Voluntary Referral does not shield an employee from disciplinary action or guarantee employment with Jovenes de Antano Specialized Transportation.

g. A Voluntary Referral does not shield an employee from the requirement to comply with drug and alcohol testing.

7) Failure of an employee to report within five days a criminal drug statute conviction for a violation occurring in the workplace shall result in termination.

R. GRIEVANCE AND APPEAL

The consequences specified by 49 CFR Part 40.149 (c) for a positive test or test refusal is not subject to arbitration.

S. PROPER APPLICATION OF THE POLICY

Jovenes de Antano Specialized Transportation is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

T. INFORMATION DISCLOSURE

1) Drug/alcohol testing records shall be maintained by the Jovenes de Antano Specialized Transportation Drug and Alcohol Program Manager and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.
2) The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment calibration records, and records of laboratory certifications. Employees may not have access to SAP follow-up testing plans.

3) Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, and other transit system management personnel on a need to know basis.

4) Records will be released to a subsequent employer only upon receipt of a written request from the employee.

5) Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the proceeding.

6) Records will be released to the National Transportation Safety Board during an accident investigation.

7) Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order to the employer to release the information. The employer will release the information to the decision maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.

8) Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.

9) Records will be released if requested by a Federal, state or local safety agency with regulatory authority over Jovenes de Antano Specialized Transportation or the employee.

10) If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of Part 40 as amended, necessary legal steps to contest the issuance of the order will be taken.

11) In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.
This Policy was adopted by the Jovenes de Antano on May 23, 2014.

(See attached list of the Board of Directors)

[APPLICABLE SIGNATURES]
<table>
<thead>
<tr>
<th>Job Title</th>
<th>Job Duties</th>
<th>Testing Authority</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bus/Van Drivers</td>
<td>(job description attached) American Alliance Drug Testing</td>
<td></td>
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</tbody>
</table>

334 N. Euclid Suite B  
Upland, CA 91786  
(800) 820-9314
Attachment B Contacts

Any questions regarding this policy or any other aspect of the substance abuse policy should be directed to the following individual(s).

Jovenes de Antano Specialized Transportation Drug and Alcohol Program Manager
Name: Victoria Rivera
Title: Transportation Coordinator
Address: 300 West Street, Hollister, CA 95023
Telephone Number: (831) 637-9275

Medical Review Officer
Name:
Title:
Address:
Telephone Number:

Substance Abuse Professional
Name: SBC Behavior Health
Title: Substance Abuse Services
Address: 1131 San Felipe Road, Hollister, CA 95023
Telephone Number: (831) 636-4020

HHS Certified Laboratory Primary Specimen
Name: Pinnacle Urgent Care
Address: 529 McCray Street, Hollister CA 95023
Telephone Number (831) 634-4444

HHS Certified Laboratory Split Specimen
Name: Pinnacle Urgent Care
Address: 591 McCray Street, Hollister, CA 95023
Telephone Number:
DRUG AND ALCOHOL POLICY ADDENDUM  
EFFECTIVE: JANUARY 1, 2018

The United States Department of Transportation (USDOT) – Office of Drug and Alcohol Policy and Compliance (ODAPC) has issued an update to USDOT’s drug and alcohol testing regulation (49 CFR Part 40). The new regulation has been revised and the changes (summarized below) will become effective on January 1, 2018. Therefore, the Jovenes de Antano drug and alcohol testing policy is amended as follows:

1. **CHANGES TO THE DRUG TESTING PANEL**
   a. Four new opioids added to the drug testing panel –
      i. The USDOT drug test remains a “5-panel” drug test; however, the list of opioids for which are tested will expand from three to seven opioids.
      ii. The “opoid” category will continue to test for codeine, morphine, and heroin; however, the “opoid” testing panel will now be expanded to include four (4) new semi-synthetic opioids:
         1. (1) Hydrocodone, (2) Hydromorphone, (3) Oxycodone, and (4) Oxymorphine.
         2. Common brand names for these semi-synthetic opioids include, but may not be limited to: OxyContin®, Percodan®, Percocet®, Vicodin ®, Lortab®, Norco®, Dilaudid®, Exalgo®.

   b. ‘MDA’ will be tested as an initial test analyte
   c. ‘MDEA’ will no longer be tested for under the “amphetamines” category.

2. **BLIND SPECIMEN TESTING**
   a. The USDOT no longer requires blind specimens to be submitted to laboratories.

3. **ADDITIONS TO THE LIST OF “FATAL FLAWS”**
   a. The following three circumstances have been added to the list of “fatal flaws”:
      i. No CCF received by the laboratory with the urine specimen.
      ii. In cases where a specimen has been collected, there was no specimen submitted with the CCF to the laboratory.
      iii. Two separate collections are performed using one CCF.
4. MRO VERIFICATION OF PRESCRIPTIONS
   a. When a tested employee is taking a prescribed medication, after verifying the
      prescription and immediately notifying the employer of a verified negative
      result, the MRO must then (after notifying the employee) wait five (5)
      business days to be contacted by the employee’s prescribing physician before
      notifying the employer of a medical qualification issue or significant safety
      risk.
         i. Specifically, in cases where an MRO verifies a prescription is
            consistent with the Controlled Substances Act, but that the MRO has
            still made a determination that the prescription may disqualify the
            employee under other USDOT medical qualification requirements, or
            that the prescription poses a significant safety-risk, the MRO must
            advise the employee that they will have five (5) business days from
            the date the MRO reports the verified negative result to the employer
            for the employee to have their prescribing physician contact the MRO.
            The prescribing physician will need to contact the MRO to assist the
            MRO in determining if the medication can be changed to one that does
            not make the employee medically unqualified or does not pose a
            significant safety risk. If in the MRO’s reasonable medical judgment, a
            medical qualification issue or a significant safety risk still remains
            after the MRO communicates with the employee’s prescribing
            physician, or after five (5) business days, whichever is shorter, the
            MRO must communicate this issue to the employer consistent with 49
            CFR Part 40.327.

5. DEFINITIONS
   a. The term “DOT, the Department, DOT Agency”
      i. Modified to encompass all DOT agencies, including, but not limited to,
         FAA, FRA, FMCSA, FTA, PHMSA, NHTSA, Office of the Secretary (OST),
         and any designee of a DOT agency.
      ii. For the purposes of testing under 49 CFR Part 40, the USCG (In the
          Department of Homeland Security) is considered to be a DOT agency
          for drug testing purposes.
   b. The term “Opiate” is replaced with the term “Opioid” in all points of
      reference.
   c. The definition of “Alcohol Screening Device (ASD)” is modified to include
      reference to the list of approved devices as listed on ODAPC’s website.
d. The definition of "Evidential Breath Testing Device (EBT)" is modified to include reference to the list of approved devices as listed on ODAPC's website.

e. The definition of "Substance Abuse Professional (SAP)" will be modified to include reference to ODAPC's website. The fully revised definition includes:

   i. A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state-licensed or certified marriage and family therapist, or drug and alcohol counselor (certified by an organization listed at https://www.transportation.gov/odapc/sap) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

E: The revisions listed in this addendum include only those revisions to 49 CFR Part 40: they may be referenced in our drug & alcohol testing policy. A list of all the revisions to 49 CFR Part 40 can be found at https://www.transportation.gov/odapc.

Endum Authorization Date: June 7, 2018

Authorized Official (Printed Name): Pauline Valdivia

Authorized Official (Signature): [Signature]

Employee (Printed Name): 

Employee (Signature): 

Employee Receipt Date: 

August 1, 2018

San Benito County Local Transportation Authority
330 Tres Pinos Rd, Suite C7
Hollister CA 95023

RE: Provision of Specialized Transportation Services in San Benito County

Dear LTA Members:

This letter of support is to highly recommend the Specialized Transportation Services operated by Jovenes de Antano, in San Benito County. Jovenes not only provides high quality service, but does so with a deep understanding of the challenges facing its clientele.

I would also like to mention what Jovenes de Antano specialized transportation program brings to our community, beyond meeting contract requirements. Jovenes constantly looks at the needs of our community and seeks ways to meet the need. Unlike fixed route, transit, specialized transportation is never just about cost-per-hour statistics, it’s about caring for our friends, neighbors and family members, and doing so with an understanding of not only of funding restraints but with empathy for the human condition. Jovenes excels at all areas.

Sincerely,

Gary Byrne
President/CEO

For Good... For Ever!
August 1, 2018

Jacqueline A. Dilley
1571 Sunset Drive
Hollister, Ca. 95023

To Whom It May Concern:

As a former and current consumer I commend the efforts of Jovenes de Antano in their services to the elderly and disabled of San Benito County. It is not often that a social service agency goes the "extra mile" in their delivering of its services. JDA has consistently done that and made that extra effort their calling card.

In their pursuit of continued funding for the Specialized Transportation services I would urge favorable consideration for their effort. Only they have consistently demonstrated for over 28 years a steadfast commitment to serve and care for the elderly and disabled of San Benito County.

Sincerely,

[Signature]

Jacqueline A. Dilley
July 27, 2018

San Benito County Local Transportation Authority
330 Tres Pinos Rd, Suite C7
Hollister CA 95023

RE: Provision of Specialized Transportation Services in San Benito County

Dear LTA Members:

The Long Term Care Commission of San Benito County, at the June regular board meeting voted unanimously to support the continued funding of transportation services provided locally by Jovenes de Antaño. The Commission is of the opinion that the services offered by Jovenes, including the provision of door-to-door service and escort service to the most frail members of our community, are integral in the maintenance of a long term care system that promotes independence and minimizes the reliance on other public subsidies.

The Long Term Care Commission’s charter of duties include:

- Advise local, state, and federal government, departments and agencies regarding changes needed to improve the operation and efficiency of the local Long Term Care system...

- Actively participate in the development of plans or policies; review and comment on plans or proposed policies; and monitor the progress of such plans or policies.

The Commission felt it was important to express that Jovenes de Antaño has a long history of delivering flexible services that respond to unmet community need. This approach differs from a contracted for-profit agency that has no community ties. Contracted agencies have neither the commitment nor the motivation to care for the community and its most vulnerable residents in the same degree as does a local entity. Jovenes de Antaño not only has a history of creating innovative and effective services for our community, but its entire mission is to do just that; help others. While a contracted for-profit provider may be adept (or not) at the delivery of services, they are unlikely to invest time, resources or services in addressing
challenges that go beyond what they are contracted to do. Those of us working in
the field of long term care realize that new challenges present themselves every
day, and that the best approach to addressing those challenges is achieved with the
support of an agency whose goal is serving the community rather than complying
with a contract.

In closing, we urge you to continue to provide funding for the unique and
community-based specialized transportation services provided by Jovenes de
Antaño. Doing so is in the best interest of the frail elderly and disabled in our
community, and is an integral part to the delivery of long term care services
locally. Avoiding premature institutionalization of these vulnerable neighbors and
family members is the best use of our taxpayer dollars.

Sincerely,

Mich Matthews
Chairman
San Benito County Long Term Care Commission

cc: San Benito County Board of Supervisors
Long Term Care Commission
Pauline Valdivia, Executive Director, Jovenes de Antaño
5.2 Jovenes de Antaño Best and Final Offer

Jovenes de Antaño Best and Final Offer response to LTA’s RFP #2018-01 - Operation of San Benito County Express and Specialized Transportation Services has been inserted into this AGREEMENT’s Exhibit D. AGREEMENT page numbering will be off due to the digital process of inserting the Best and Final Offer file.
August 28, 2018

Mary Gilbert, Executive Director
Local Transportation Authority
330 Tres Pinos Road, Suite C7
Hollister, CA 95023

Dear Mary,

Included you will find the answers to your questions concerning Specialized Transportation Operations Best and Final Offers.

1. Currently the JDA Board of Directors is working on a succession plan to replace the Executive Director in a timely manner. The succession plan includes a contingency measure which includes the Operation Director as an overseer in the event of an emergency. Also the re-organization of the agency is being examined as a long-term strategy for JDA viability.

2. The stipulated ½ time position for the accountant was/is incorrect. The accurate ST allotted time for the accountant is ¼ (10hrs) based on a 40 hr. week. JDA payroll is bi-weekly. The fiscal duties allocated to ST services are as follows; payroll, budget coordination, calculates and compiles LTA relevant data, reconciles financial ledgers and records, preparation of monthly invoices, other duties include resource distribution, customer service when operations director is unavailable, some scheduling of clients, some coordination of drivers and routes.

3. The medical benefit range for fulltime employees is $15,000-$16,000 approximately …JDA policy for part-time employees (less than 30 hrs. per a 40 hr. work week) is ineligibility for medical benefits. Additionally the discrepancies between Form A-4 Payroll Taxes/Fringe Benefits and Form A-7 Benefits is the omission of payroll taxes section/column on Form A-7. The bus driver’s costs in both fixed and hourly sections is due to the payroll taxes on the driving time of the drivers. As stated in the RFP response JDA pays medical benefits for its fulltime employees.

4. JDA employee turnover is low. All administrative staff have over 20 years employed. Experience in hiring, screening, and training new staff has been accrued over 30 years. Both Site and Operations managers/directors have interviewed and screened candidates for driver positions. Once selected they are then trained by Operations Manager/Director.
5. Recruitment expenses may include ads in the Free Lance (local newspaper), Gilroy Dispatch and Mission Village Voice. Additionally employer services agencies are also contacted. Benito Link, EDD, Office Downtown Association and JDA in-house postings are also utilized which do not require payments. Five drivers have been hired during the current contract.

6. The recruitment of drivers (all compensated) is accomplished through community networking. JDA routinely checks with EDD and other employer services. For drivers that are considered volunteer are in actuality compensated for their services. In the strictest definition of the term volunteer it is in their accessibility that makes them volunteers but they are compensated and/or incentivized for their time which fosters retention.

7. All volunteer drivers receive the same training as the regular drivers. Additionally all scheduled trainings and safety meetings are attended by relief and volunteers drivers. On the average a replacement driver is located and assigned within a ½ hour.

8. Calendar of trainings and meetings is attached.

9. The Daily Vehicle Inspection (DVI) form is filled out daily by the respective drivers prior to commencement of the routes. If there are issues drivers note them in the DVI form and then are directed by operation director to mechanic’s bay for inspection at vehicle compound. Drivers will select an alternate vehicle if issue is considered grave.

10. JDA mailed informative bulletins to clients addressing fare changes from donation based to fare-box fee. JDA has additionally scheduled two (2) fundraisers for 2019 in an effort to fill the gap between fares received and those due to LTA.
Jovenes de Antaño
2018 Transportation Safety Meetings

April 7, 2018
CPR First Aid Class

May 31, 2018
Safety Meeting JdA Handbook
Reporting of Accidents and Incidents and vehicle maintenance

August 2, 2018
Wheelchair Safety/Tie downs

August 23, 2018
Driver meeting
Required Transit forms and vehicle maintenance

September 20, 2018
Collection of Client Fares

Oct. 11, 2018
How to handle difficult clients, Customer Service

November 15, 2018
Risk Alert: Driving Safely

Dec 13, 2018
Defensive Driving
**SPECIALIZED TRANSPORTATION**

**Price Proposal**

Provide a proposed fixed monthly rate plus a rate per revenue vehicle hour for the operation of Specialized Transportation service in compliance with the Agreement and Scope of work shown in RFF. Form must be fully completed for the entire proposal to be deemed responsive.

<table>
<thead>
<tr>
<th>Rates</th>
<th>Base Year 1</th>
<th>Base Year 2</th>
<th>Base Year 3</th>
<th>Option Year 1</th>
<th>Option Year 2</th>
<th>Option Year 3</th>
<th>Option Year 4</th>
<th>Option Year 5</th>
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<tbody>
<tr>
<td>Fixed Rate per Month</td>
<td>$13,789.00</td>
<td>$14,265.00</td>
<td>$14,760.00</td>
<td>$15,267.00</td>
<td>$15,788.00</td>
<td>$16,308.00</td>
<td>$16,840.00</td>
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<td>$20.12</td>
<td>$21.23</td>
<td>$22.30</td>
<td>$23.41</td>
<td>$24.17</td>
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<tr>
<td>Fixed Rate per Month multiplied by 13 months</td>
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<td>$195,696.00</td>
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<tr>
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Name of Submitting Firm: Jovenes de Antano
Name and Title of Authorized Signer: Pauline Valdiva
Signature of Authorized Signer: [Signature]
Date: 5-Sep-18

Total Cost for 8 Years (3 Base Years + 5 Option Years) $2,707,661.00
## Form A-4

### Detailed Costs for: ST

**Name of Proposing Firm:** Jovenes de Antano

### Labor Salaries and Wages

<table>
<thead>
<tr>
<th>Cost Items</th>
<th>Base Year 1 July 1, 2017 - June 30, 2018</th>
<th>Base Year 2 July 1, 2018 - June 30, 2019</th>
<th>Base Year 3 July 1, 2019 - June 30, 2020</th>
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<tr>
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<tr>
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<tr>
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<td>B Training/Safety Manager</td>
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<tr>
<td>D Other Management (Provide Staff Position Details)</td>
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<tr>
<td>E Administrative/Clerical Support</td>
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<tr>
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<tr>
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<tr>
<td>K Bus Cleaner</td>
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<tr>
<td>L Other Labor (Provide Staff Position Details)</td>
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</tr>
<tr>
<td>1 Supervisor</td>
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<td></td>
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<tr>
<td>M Bonus/Employee Incentive (Provide Detail)</td>
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<tr>
<td>1 General Manager</td>
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<tr>
<td>3 Training/Safety Manager</td>
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<td>4 Other Management (Provide Staff Position Details)</td>
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<tr>
<td>5 Customer Service Supervisor</td>
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<tr>
<td>6 Customer Service Rep</td>
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<tr>
<td>7 Administrative/Clerical Support</td>
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### Payroll Taxes & Fringe Benefits

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<th>Base Year 2 July 1, 2018 - June 30, 2019</th>
<th>Base Year 3 July 1, 2019 - June 30, 2020</th>
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<tbody>
<tr>
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<tr>
<td>1 General Manager</td>
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<tr>
<td>2 Operations Manager</td>
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<td>B Training/Safety Manager</td>
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<td>D Other Management (Provide Staff Position Details)</td>
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<td>1 Supervisor</td>
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<td>M Bonus/Employee Incentive (Provide Detail)</td>
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<td>1 General Manager</td>
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## Form A-4

**Cost Items**

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**Name of Proposing Firm:** Jovenes de Antano

**Base Year 1**

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<th>July 1, 2017 - June 10, 2018</th>
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**Base Year 3**

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<tbody>
<tr>
<td>43315</td>
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### Cost Items

| Cost Item Description | Base Year 1 | | | Base Year 2 | | | Base Year 3 | | |
|-----------------------|------------|------------|------------|------------|------------|------------|------------|------------|
|                       | FIXED*     | Hours-Based* | TOTAL      | FIXED      | Hours-Based | TOTAL      | FIXED      | Hours-Based | TOTAL      |
| **TOTAL REVENUE PURCHASED EQUIPMENT, SEEDS AND TENTS** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| A Non-Revenue Vehicle Cost | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| B Other Equipment (Provide Detail) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| C | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| D | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| E | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **Subtotal** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **MISCELLANEOUS EXPENSES** | 100 | 100 | 100 | 105 | 105 | 110 | 110 | 110 | 110 |
| A Membership Dues & Subscriptions | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| B Relocation | 2400 | 2400 | 2400 | 2400 | 2400 | 2400 | 2400 | 2400 | 2400 |
| C Employee Uniforms | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 |
| D Employee Recruitment | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| E Non-Revenue Vehicle Fuel | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| F Non-Revenue Vehicle Maintenance | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| G Field Communications | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| H Employee Monitoring | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| I Cell Phone Plan | 2100 | 2100 | 2100 | 2105 | 2105 | 2310 | 2310 | 2310 | 2310 |
| J Other (Provide Detail) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| K | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| L | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **Subtotal** | 5600 | 5600 | 5600 | 5760 | 5760 | 5925 | 5925 | 5925 | 5925 |
| **OVERHEAD & PROFIT** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| A Corporate Overhead and Allocations | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| B Profit | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **Subtotal** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **TOTAL COSTS** | 16548 | 129042 | 294532 | 171180 | 115474 | 306654 | 177120 | 142143 | 329864 |
START-UP COSTS FOR OPTION:

THIS FORM SHOULD REFLECT ALL START-UP COSTS. IDENTIFY THE COST FOR EACH OF THE FOLLOWING COMPONENTS AND DESCRIBE ANY COST THAT IS INCLUDED IN THE 'MISCELLANEOUS EXPENSE SECTION UNDER 'START UP COSTS'.
### Full Time Labor Wages

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<thead>
<tr>
<th>A</th>
<th>Management:</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>General Manager</td>
</tr>
<tr>
<td>2</td>
<td>Operations Manager</td>
</tr>
<tr>
<td>3</td>
<td>Training/Safety Manager</td>
</tr>
<tr>
<td>B</td>
<td>Other Management (Provide Staff Position Detail)</td>
</tr>
<tr>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Customer Service Supervisor</td>
</tr>
<tr>
<td>E</td>
<td>Administrative/Clerical Support</td>
</tr>
<tr>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>Bus Operators</td>
</tr>
<tr>
<td>G</td>
<td>Dispatchers</td>
</tr>
<tr>
<td>H</td>
<td>Supervisors</td>
</tr>
<tr>
<td>I</td>
<td>Training</td>
</tr>
<tr>
<td>J</td>
<td>Bus Cleaning Supervisor</td>
</tr>
<tr>
<td>K</td>
<td>Bus Cleaner</td>
</tr>
<tr>
<td>L</td>
<td>Other Labor (Provide Staff Position Detail)</td>
</tr>
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<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
</tr>
<tr>
<td>M</td>
<td>Bonus/Employee Incentive (Provide Detail)</td>
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<table>
<thead>
<tr>
<th>No. of FTE's</th>
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<th>Highest Wage</th>
<th>Eligible For Medical Insurance Y/N</th>
<th>Eligible for Dental/Vision Y/N</th>
<th>Eligible for 401K Y/N</th>
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### Part Time Labor Wages

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</tr>
<tr>
<td>2</td>
<td>Operations Manager</td>
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<tr>
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<td>Training/Safety Manager</td>
</tr>
<tr>
<td>B</td>
<td>Other Management (Provide Staff Position Detail)</td>
</tr>
<tr>
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<tr>
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<td></td>
</tr>
<tr>
<td>C</td>
<td>Customer Service Supervisor</td>
</tr>
<tr>
<td>E</td>
<td>Administrative/Clerical Support</td>
</tr>
<tr>
<td>1</td>
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</tr>
<tr>
<td>F</td>
<td>Bus Operators</td>
</tr>
<tr>
<td>G</td>
<td>Dispatchers</td>
</tr>
<tr>
<td>H</td>
<td>Supervisors</td>
</tr>
<tr>
<td>I</td>
<td>Training</td>
</tr>
<tr>
<td>J</td>
<td>Bus Cleaning Supervisor</td>
</tr>
<tr>
<td>K</td>
<td>Bus Cleaner</td>
</tr>
<tr>
<td>L</td>
<td>Other Labor (Provide Staff Position Detail)</td>
</tr>
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<table>
<thead>
<tr>
<th>No. of FTE's</th>
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<th>Highest Wage</th>
<th>Eligible For Medical Insurance Y/N</th>
<th>Eligible for Dental/Vision Y/N</th>
<th>Eligible for 401K Y/N</th>
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<td>15.5</td>
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# LABOR BENEFITS FOR: JOVENES DE ANTONIO

## FULL TIME LABOR BENEFITS

<table>
<thead>
<tr>
<th>Position</th>
<th>Number Full Time Employees</th>
<th>Contractor Paid Health Care Per Employee</th>
<th>Employee Paid Health Care Per Employee</th>
<th>Contractor Paid Vision and Dental Per Employee</th>
<th>Employee Paid Vision and Dental Per Employee</th>
<th>Contractor Paid Retirement Per Employee</th>
<th>Employee Paid Retirement Per Employee</th>
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<tr>
<td>3 Training/Safety Manager</td>
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<tr>
<td>C Customer Service Supervisor</td>
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</tr>
<tr>
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<tr>
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<tr>
<td>J Bus Cleaning Supervisor</td>
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</tr>
<tr>
<td>K Bus Cleaner</td>
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</tr>
<tr>
<td>L Other Labor (Provide Staff Position)</td>
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## PART TIME LABOR BENEFITS

<table>
<thead>
<tr>
<th>Position</th>
<th>Number Part Time Employees</th>
<th>Contractor Paid Health Care Per Employee</th>
<th>Employee Paid Health Care Per Employee</th>
<th>Contractor Paid Vision and Dental Per Employee</th>
<th>Employee Paid Vision and Dental Per Employee</th>
<th>Contractor Paid Retirement Per Employee</th>
<th>Employee Paid Retirement Per Employee</th>
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<tbody>
<tr>
<td>A Management:</td>
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<tr>
<td>3 Training/Safety Manager</td>
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<td></td>
</tr>
<tr>
<td>B Other Management (Provide Staff Position)</td>
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<tr>
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<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>G Dispatches</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>H Supervisors</td>
<td></td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>I Training</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>J Bus Cleaning Supervisor</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>K Bus Cleaner</td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>L Other Labor (Provide Staff Position)</td>
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<td></td>
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</table>

*The totals are for the first year. The instructions did not specify a tree year period. However, if LTA would want a three year period, we will make these figures available.*
6.1 Approved Amendments to ST Agreement

It is understood and agreed by LTA and CONTRACTOR that it may be necessary during the term of this AGREEMENT, to modify its provisions or to revise the scope and/or extent of ST program operations.

In each such instance, LTA and CONTRACTOR shall consult with each other and shall come to a mutually acceptable agreement as to the nature of the required modification or revision desired. Each modification or revision required shall be reduced to writing, and when appropriately executed by both parties, shall constitute an amendment to this AGREEMENT.

Each amendment will be identified and sequentially numbered as “Amendment No. 1” and so forth, shall be subject to all of the other applicable provisions of this AGREEMENT, and shall be attached to EXHIBIT E, entitled “Approved Amendments to ST Agreement.”