

Question Set #1

What are the current Revenue Vehicle Hours (RVH) service rates?

See Attachment 1

Please provide a copy of the current Providers (First Transit) contract/service agreement.

See Attachment 1

Provide copies of First Transit's monthly invoices (for the most recent 12-month period).

See Attachment 2

What was the total amount of Liquidated Damages (LDs) assessed to the incumbent service provider during the previous 12-month period (please provide monthly totals). Please also include the reason for the LD assessment.

See Attachment 2

Penalties & LD's fall into two primary categories:

1. Open shift assignments
2. Safety related issues

Please provide monthly Revenue Vehicle Hours (RVH) estimates (to reconcile with the annual totals provided in Section IX, pages 17-18).

See Attachments 3 and 3-A

Please provide a summary of the actual number of ART buses and drivers utilized on each service day, during the past 365-day period.

See Attachment 4

What Retirement Benefits are currently offered to the current employees (i.e. 401(k), pension, 457 Plan, retiree medical, retiree life, etc.)?

See Attachments 5 & 5A– Provided by First Transit

What is the current employer contribution, vesting schedule and waiting periods for any plans offered?

See Attachments 5 & 5A– Provided by First Transit

What is the total number of employees currently providing these services?

See Attachments 5 & 5A– Provided by First Transit

Please provide any current benefit plan design (medical, dental, vision, life and disability insurance) information available?

See Attachments 5 & 5A– Provided by First Transit

Please provide the employer/employee cost-sharing for health benefits for all coverage tiers?

See Attachments 5 & 5A– Provided by First Transit

What is the benefit eligibility waiting period (i.e. 0, 30, 60, 90 days)?

See Attachments 5 & 5A– Provided by First Transit

Please provide any employee census information (demographic information specifically employee date of birth, gender, home zip code, current benefit plan coverage tier)?

See Attachments 5 & 5A– Provided by First Transit

Question Set #2

Does the ATN intend on replacing any of the current fleet during the term of the contract? If so, please indicate when and the make, model, and year of any replacement vehicle.

Fleet replacement will be based on funding availability and ability to obtain grants. At this time, there are no immediate plans to replace existing fleet.

Please describe the office equipment that will be provided by ATN so the contractors can accurately price any other technology needs.

Seven (7) desk top computers and telephones. Access to the WiFi network and cloud-based computing. Telephone system is Voice over IP. Copier, including all supplies and maintenance is provided.

Is the incumbent contractor meeting the goal? Please indicate which DBE Subcontractors are currently being used.

DBE goal is a new requirement of ATN. Previous contracts did not have a DBE goal. DBE goal was provided by OCTA, ATN's direct recipient, and is based on OCTA's goals.

Please describe how role of the Operations Manager provided by the contractor will cooperate with ATN's Director of Operations and supervision/dispatch staff to control/manage daily driver costs. As the majority of the contractor's operating costs will be related to driver labor, it is critical that the contractor can influence how this time is managed. Will the contractor's operations manager be able to influence the management of driver standby time, for example?

Operations Manager's responsibilities include, primarily, scheduling of personnel and other personnel-related issues, including HR functions. Operations Manager is responsible for management of driver's stand-by time and other related functions.

Would the ATN be open to a pricing scenario in which the contractor employs the dispatch/supervision staff?

1. Does the ATN feel that the 140 operators is the correct driver count based on current service levels, or has this been calculated by the current contractor?
2. Please provide monthly operating statistics and vehicle operator requirements so contractors can accurately project their seasonal operating cost needs.
3. Please provide the monthly driver pay hours and revenue hours for the previous 12 months.

4. As proposers are requested to retain the existing staff for at least 90 days, it is important that contractors are aware of their existing salaries, wages. Please provide a complete staff listing with salary/hourly wage information. Please indicate number of full time and part time staff.
5. Please provide driver overtime rates for the previous 12 months.
6. Please provide driver turnover/attrition rates for the previous 12 months

See Attachments 5 & 5A– Provided by First Transit

We understand that a CBA has not yet been finalized. Would the ATN be able to provide a draft CBA as it stands today?

No – ATN does not have access to CBA

Regarding the route deviation practices and or use of TNCs, can the ATN please provide detail on the alternative operating approaches they have explored to date?

This is a concept ATN is currently exploring. These functions will be developed with participation and involvement of the contractor. Initial concepts will not involve direct ART operations and may include services to/from airports.

The RFP indicates that the contractor may make recommendations on run cutting. We assume this means that the ATN conducts the initial run cut at each service change. Please confirm.

ATN will prepare initial routes and schedule, as well as conduct dry-runs, in concert with Contractors staff. Actual driver assignments and schedules shall be prepared by the Contractor to avoid co-employer issues.

Based on full capacity run cut, how many relief vehicles are needed to meet service requirements?

Relief vehicles range from two (2) to five (5) per day.

What software does ATN utilize for their blocking/run cutting processes?

ATN does not have run-cutting software.

Can the ATN please provide run cut information for the last two service adjustments? Specifically, the breakdown of revenue hours, deadhead hours, report/relief hours, standby time, and total pay hours will be critical pieces of information needed to provide accurate pricing.

See Attachments 3 and 3-A

When conducting the run cut, what does the ATN assume as its absenteeism rate for extra-board sizing purposes? If this assumption is seasonal, please provide the seasonal absent rates.

See Attachments 5 & 5A– Provided by First Transit

Has the current contractor experienced any pay hour variances with the planned run cut pay hours?

ATN does not have this information

Can the ATN please provide clarification on the billable service hours (VSH)? Section 6.3 indicates that deadhead time shall not be included. However, the language then indicates that employee clock-in to clock-out is billable (less 30 min for lunch), which would include deadhead time. Can the ATN please explain?

ATN pays Clock-in to Clock-out including deadhead.

Would clock-in to clock-out times also be billable for extraboard drivers who are not deployed on a route?

Extraboard is not included. Extraboard is a responsibility of contractor to avoid payment of penalties and/or LD's for missed trips.

Does the "Sample Monthly Report" in attachment 8 include actual operating data? If so, can the ATN please provide this report for the last 12 months of service?

Yes, this is the actual report. Please see Attachment 6 for FY 2015 and FY 2016.

Will the pricing evaluation score be based on the total price (base plus options) or on the base term only?

Federal regulation require evaluation based on total price.

Can the ATN please provide the current contractor's last 12 monthly invoices, including all supplemental operating information included in the billing package?

See Attachment 2

Will proposers have an opportunity to seek clarification to addendum responses?

No – RFP schedule is too tight.

Please provide a list of non-revenue vehicles currently in service and indicate which vehicles are owned by ATN and which are owned by the current Contractor

Two Ford Fusion vehicles.

Please provide complete details for all accident repairs during the prior 12 months, amounts deducted from contractor invoices, etc.

See Attachment 2

Please provide a detailed itemization of liquidated damages assessed in the past 12 months.

See Attachment 2

Please provide a list of any and all maintenance costs paid by contractor in the past 12 months.

See Attachment 2

Please clarify if CONTRACTOR would be responsible for accidents (insurance, repairs, etc.) where ATN employees are operating vehicles.

Contractor is NOT responsible for vehicle damage caused by ATN.

Question Set #3

The RFP and the Contract states that no pricing escalations will be permitted for any reason during the 3-year term, even for unforeseeable and uncontrollable reasons related to governmental mandates or union increases for example. The contract requires no changes whatsoever, even if minimum wage or prevailing wages or other similar increases occur. Is this negotiable.

Contractor is responsible for understanding of pertinent state and federal legislation and shall plan accordingly.

- The contract also requires to indemnify the client for any and all claims regardless of fault even where the claims are caused by the client's negligence.
- The client specifically requires to waive all claims against them, even for damages and losses solely caused by the client.
- You are requiring \$10,000,000 in CGL coverage per claim, and \$10,000,000 in Automobile Liability coverage per occurrence.
- Our current automobile coverage provides \$5,000,000 under its primary policy. And we have \$2,000,000 in CGL under our primary policy. Will you allow us to the higher limits with our excess policies,

Agreement terms related to insurance coverage are non-negotiable.

Question Set #4

Attachment 7, Total Price and Cost Components. Is this form available in Excel?

Yes. ATN is not responsible for formulas in the spreadsheet. See Attachment 7.

Q. Please confirm that this RFP has a DBE “contract” goal of 3% DBE participation. If there is a “contract” goal of 3%, please provide information concerning how this amount was calculated, and what services/goods/supplies were found to be available to meet this goal.

DBE goal is a new requirement of ATN. Previous contracts did not have a DBE goal. DBE goal was provided by OCTA, ATN’s direct recipient, and is based on OCTA’s goals.

Page 12 of the RFP and Attachment 9, page 2. Both sections say that ATN will provide “all” road supervision. Please confirm the contractor requirements for available road supervision for this contract? (in addition to other required staff)

Accident investigation?
Safety issues?
Incidents?
Route timeliness?

Yes, these responsibilities are correct.

RFP page 18: “Service changes shall occur two (2) times a year, in March and October.” “CONTRACTOR may make recommendations on run cutting and look for other opportunities to interline and provide other scheduling support as necessary to ensure efficient fleet utilization with minimum deadhead movement.” Please confirm who is responsible for the creation and ongoing development of a runcut for contractor’s bus operators.

ATN will prepare initial routes and schedules, as well as conduct dry-runs, in concert with Contractors staff. Actual driver assignments and schedules shall be prepared by the Contractor to avoid co-employer issues.

Page 28, b. Training Vehicles · Please confirm that ATN will allow contractor to use ATN revenue vehicles for initial and ongoing driver training at no additional expense.

Yes. ATN will make training vehicles available.

Attachment 7 Total Price and Cost Components and Agreement - Pages 34 & 52. Attachment 7 appears to show contract base year one as being from 12/01/16 through 12/31/17. Agreement appears to show contract year one to be from 12/01/16 through 6/30/17. Can ATN clarify dates of actual contract years to be bid on?

Agreement will be corrected to reflect a term from 12/01/16 through 12/31/17.

Question Set #5

Please clarify if CONTRACTOR would be responsible for accidents (insurance, repairs, etc.) where ATN employees are operating vehicles.

Contractor will not be responsible

At this time what are the three biggest challenges ATN and the ART services face, and how have these inhibited the ATN from achieving its goals?

1. *Personnel recruitment & retention*
2. *Safety related issues and operations*
3. *Personnel training & customer service issues*
4. *Deployment of technology to ease operations and improve customer experience*

ATN has not been able to provide additional services. Taking into consideration development considerations & projects planned for The Anaheim Resort, ATN needs to be able to accommodate for growth.

In the next ten years, what are the three most important things the ATN wants to accomplish/change about ART?

1. *Ability to provide all needed services for the community*
2. *Ability to operate more efficiently, i.e. deviated fixed route & demand responsive services*
3. *Real-time passenger information systems*
4. *Fleet availability*

Please clarify the number of vehicles used in revenue service, and the maximum amount of vehicles used at peak service time, for each of the services described in the RFP.

See Attachments 3 and 3-A

For purposes of insurance costing, please provide information on the ATN provided fleet to include Make, Model, Year, Value of vehicles, current odometer readings, average miles per year and the service type the vehicle is most used for.

See Attachment 8

What is ATN's current life miles goals for each of the revenue vehicles? Does ATN have a vehicle replacement plan in place? If yes, please describe the planned replacement of any revenue vehicles that all bidders should factor for during the proposed contract term.

Contractor is not responsible for the provision of revenue vehicles

Please clarify how many radios and base stations will be made available to CONTRACTOR staff? Please clarify these are provided at no cost to the CONTRACTOR.

Four (4)

At various times, federal, state and local governments consider laws, rules and regulations which require an increase to wages or benefits mandated for the employees that will be employed under this contract. If such an event occurs during the term of the agreement, how will the agency respond for an application for increased compensation?

See Attachments 5 & 5A– Provided by First Transit

In order for bidders to comply with Labor Code 1072 bidders will need the following information:

- A. seniority list for the current employees for this contract with position, full time or part time status, length of service, and current rate of pay;
- B. current rates/benefits of the current employees with participation levels, with specific information regarding co-pays, dependent coverage and amount of premium paid by employer;
- C. information regarding retirement plans;
- D. Any applicable collective bargaining agreements for employees of these services and any applicable MOUs or side letters of agreement

See Attachments 5 & 5A– Provided by First Transit

Please provide a current organizational chart or listing of positions that is being provided for this contract by the current contractor. Please indicate the percent that these positions are dedicated to this contract.

See Attachments 5 & 5A– Provided by First Transit and Attachment 9

Please clarify the roles and responsibilities of lead drivers and ambassadors as mentioned in the RFP.

Lead Drivers are responsible for overseeing driver check-in, check-out and shift change.

Road Supervisors are responsible for:
Accident investigation
Safety issues
Incidents
Route timeliness

Ambassadors classification is no longer used

Please provide 12 months of actual operating data for all ART routes.

See Attachments 3 and 3-A

ATN is planning to add route assignments and RVH during the regularly scheduled service changes. Please clarify if these hours have been included in the hours provided in the RFP.

All hours are included

Please provide copies of the last six months of management reports and invoices from the contractor for this contract.

See Attachment 2

Please provide 2 weeks of Zonar recordation of information listed on Page 23 of the RFP.

ATN deployed Zonar on July 1, 2016. Please see preliminary reports in Attachment 10. Data accuracy cannot be confirmed given relatively new deployment.

What type and number of support vehicles are currently provided by the current contractor? Does ATN have any requirements or specifications/preference regarding the age, model, or fuel requirement of support vehicles?

ATN would like to see alternative fuel and/or electric support vehicles.

Please provide the costs bidder should factor for in their pricing should they decide to have ATN provide Maintenance and fuel for the Contractor's non-revenue vehicles.

Contractor is responsible for the cost of fuel (unless its electric, cost of electricity would be provided by ATN). ATN bills maintenance expenses at a rate of \$52.00 per hour plus the cost of parts, as a pass through.

Please provide all accident repairs completed by ATN and billed back to the CONTRACTOR in the last 12 months.

See Attachments 3 and 3-A

Please clarify the CONTRACTOR'S responsibility regarding fueling vehicles. How much time should contractors plan annually for fueling vehicles?

ATN pays on the Clock-in to Clock-out basis. Fueling is built into daily driver assignments.

Please clarify the role ATN employees play in road calls today. Which responsibilities will the CONTRACTOR have aside from contacting ATN's dispatcher on duty in the new term?

ATN staff handles all road calls

Please clarify the total number of hours of ATN provided training for new bus operator's training course.

ATN training – customer service, fare box & electronic equipment – is approximately four (4) hours.

How many vehicles will be made available to the incoming contractor to perform training during the start-up period?

As requested by the contractor.

Please clarify if ATN will provide access to facilities for classroom training, onboarding and employee meetings during the transition.

Yes, ATN will make these facilities available.

Please clarify that ATN will pay for fuel and maintenance for training vehicles owned and provided for by the ATN. Charges only apply should the contractor desire to provide additional vehicles.

Yes

Please clarify how many computers and phone units will be made available to the CONTRACTOR.

Seven (7) desk top computers and telephones

Please clarify if ATN would like to see optional pricing for the use of advance mobile application technologies or have it included in the base price.

Please include as an option

Please advise if ATN would be open to subcontractor and/or brokerage model with the use of technology.

Yes

Please provide a list with make and model of all current technology on board the vehicles owned by the ATN. Please advise if these items can be tapped into to provide cost savings. Please also provide make and model of the TVMs and if they would be able to be reprogrammed for use.

GFI Genfare Odyssey Fareboxes, Zonar tablets, DR 600 AVL/Voice Annunciation System. ATN plans to replace DR 600 AVL/Voice Annunciation System. We are not at liberty to release new vendor information, yet.

Please clarify what AVL system is being used today. Are the vehicle location pings able to be shared with the contractor in real-time?

See above

Please provide ridership data for the last 12 months by route and by day.

See Attachment 11

Please describe the exact methodology used to determine on-time performance. Will this only be measured on routes with fixed-time schedules?

Applies only to fixed-time routes

Please provide details and amounts of all liquidated damages and performance incentives assessed to the current contractor in the last twelve months. Please provide the current performance achieved in each of the services as it relates to the listed performance standards in the RFP.

See Attachment 2

Please clarify how ATN determines fault of unreported damage as there are multiple parties operating the vehicles. Please provide the last 12 months of LDs for Vehicle Damage.

Pre- and post-trip report investigation

Please clarify unsafe operation of a vehicle. Would accidents be assessed LDs in both accident and unsafe operation categories? *One LD is assessed*

Please provide a listing of all current DBE firms participating on the proposed service to include company name, contact number and use on the contract. Given that the ATN is asking bidders to meet a 3% DBE/SBE goal on a mostly labor contract, please provide current DBE achievement percentages by current contractor and overall costs in the last 12 rolling months by DBE/SBE vendor. Would the ATN consider reducing the DBE requirement given the contract and operational structure for this project? Will ATN accept Contractor's to subcontract some of the operators to a DBE firm to meet this requirement?

DBE goal is a new requirement of ATN. Previous contracts did not have a DBE goal. DBE goal was provided by OCTA, ATN's direct recipient, and is based on OCTA's goals.

Please clarify the percentage in each evaluation criteria. The representation shown at the pre proposal meeting does not match the percentages listed in the RFP.

Use evaluation criteria in the RFP document

Please provide current rates paid to existing contractor for regular operating rate and variable operating rate. Also, please indicate the total amount paid to contractor for FY 2015/2016 and 2014/2015.

See Attachments 1 & 2

The header of Attachment 7 shows "clock-in to clock-out". Please clarify prices should be calculated by using the footer note of "first stop to last drop, minus 30 minutes for lunch".

Clock-In to Clock-Out

Please provide a copy of the current pull-out and return-to-yard times for each of the routes.

Pull-out and return times vary based on the operating hours of the served destinations. The earliest pull-out is at 6:20 a.m. and the latest return is at 1:30 a.m. (not including New Years Eve Day, four Half Marathon Events, and 24-hour days).

Please clarify that ATN is responsible for runcutting and creating new driver paddle sheets. Please provide the current driver bid sheets for the ART services, showing all bid and open runs, and the total hours for each operator per week.

Contractor is responsible for runcutting and creating new driver paddle sheets.

In order to provide best pricing to ATN and reducing the need for assumptions that may increase the price of services please provide information on the current operation regarding driver reliefs-locations and how they are completed, how operators are paid for reliefs along with the number and use of shuttle vehicles/relief cars, etc. If a new provider is selected to be the next contractor do they have to adhere to your current relief points?

ATN covers operators break times, within reason. Current relief locations are:

- 1. Toy Story Break area*
- 2. East Esplanade – Main Disneyland Resort Transportation Center*
- 3. Yard*
- 4. Several locations negotiated with partner properties*

**AGREEMENT REGARDING
OPERATION OF ANAHEIM RESORT TRANSPORTATION SERVICE**

This Agreement Regarding Operation of Anaheim Resort Transportation Service (hereinafter referred to as the "Agreement") is entered and made effective as of the 29th day of July, 2014, by and between Anaheim Transportation Network, hereinafter referred to as the "ATN" and First Group America, Inc., hereinafter referred to as "CONTRACTOR".

WHEREAS, ATN conducted a competitive procurement process to select a CONTRACTOR to provide personnel services for the operation of Anaheim Resort Transportation ("ART") services (as further described in this Agreement).

WHEREAS, CONTRACTOR was selected as the highest ranked and best qualified proposer under the evaluation process and criteria established in Request For Proposal 13-006.

WHEREAS, CONTRACTOR has agreed to provide the ART services in exchange for the compensation and in accordance with the terms and conditions specified in this Agreement.

NOW THEREFORE, ATN and CONTRACTOR have mutually agreed as follows:

1. GENERAL ROLES AND RESPONSIBILITIES

1.1. The City of Anaheim (the "City"), a local municipal agency, has designated ATN to administer the ART services on behalf of the City. On April 20, 2004, the City granted a franchise to ATN for the operation of clean fuel fleet vehicles, which was re-awarded in April, 2011 (the "Franchise"). The City may observe ART operations, act as a liaison with funding agencies, direct data collection and reporting functions, and manage government relations as they relate to ART services.

1.2. CONTRACTOR shall provide fleet operator personnel consistent with ATN's responsibilities under the Franchise (including any amendments to the terms of the Franchise that may be enacted in the future). However, CONTRACTOR shall have the opportunity to review any amendments. To that end, CONTRACTOR shall provide services consistent with and as described in: (a) the Anaheim Resort Mitigation Monitoring Program No. 0085 (Sept. 27, 1994), (incorporated herein by reference); and (b) Resolution No. 2004-33 (March 16, 2004), and Ordinance No. 5911, (April 20, 2004), granting a franchise to ATN (incorporated herein by reference). In addition to these general obligations, CONTRACTOR shall abide by, and provide those services described in, the "Scope of Services", attached hereto as Exhibit "A" (incorporated herein by reference), RFP 13-006 ("RFP") (incorporated herein by reference) and in CONTRACTOR's formal proposal dated December 12, 2013 and presented to ATN on or about that date (hereinafter, the "Proposal") (incorporated herein by reference).

1.3. ATN has the responsibility for the overall management of the ART services on behalf of the City, the Anaheim Resort community (including areas outside the boundaries of the Anaheim Resort as defined by the Anaheim Resort Specific Plan) which are and will be serviced by ATN (collectively, the "Anaheim Resort"). The role of ATN is to act as liaison between and for the City, the Anaheim Resort and the CONTRACTOR. In addition, ATN shall provide all necessary office functionality, including furniture, communication system, telephone, facsimile and copier, as further detailed in this Agreement, in connection with CONTRACTOR's performance under this Agreement.



1.4. As part of the operation and administration of the ART services, ATN will continue to provide the following functions, which are not intended to be contracted to a third party:

- a. Establish overall service operations parameters for CONTRACTOR.
- b. Provide revenue vehicles for use on ATN's Contracted Fixed Route Services.
- c. Provide all maintenance functions for all revenue fleet vehicles.
- d. Provide an operations and maintenance facility.
- e. Provide all fuel types for revenue service vehicles.
- f. Establish fare policies and fare structure including transfer agreements.
- g. Provide fare collection equipment and replacement fare boxes and equipment.
- h. Perform overall branding and marketing of the services (including printing of public collateral materials).
- i. Provide all radio dispatching and field supervision.
- j. Administer and monitor the Contract Agreement including performance monitoring, audits, and accident/incident investigation.
- k. Receive invoices, verify monthly reports, and process payments to CONTRACTOR per Agreement.
- l. Determine compliance with service performance requirements and assess penalties as specified in the Agreement.
- m. Submit required National Transit Database (NTD) reports with input from CONTRACTOR.
- n. Handle all customer comments related to the services including development of written responses to customer complaints and inquiries with written input from CONTRACTOR.
- o. Provide information technology support for all ATN owned voice and data hardware and software used by CONTRACTOR.
- p. Schedule regular meetings with CONTRACTOR's Project Manager and others, as needed.
- q. Make presentations to ATN's Board of Directors (Board) and associated Committees relative to project status, as needed.

1.5. Dispatch and Supervision. Under supervision of the Director of Operations, ATN will provide all dispatch, road supervision and related supervisory responsibilities. The terms "Supervisors" and "Dispatchers" are used by ATN interchangeably to mean general dispatch and road supervision



responsibilities. ATN will provide lead Supervisors, field Supervisors, and check-in driving personnel that will monitor, administer and oversee functions, responsibilities and performance of all Fleet Operators.

1.6. Maintenance. ATN will provide all fleet maintenance responsibilities, including a preventive maintenance program, warranty and fleet repair, utility and fueling personnel, provision of all parts, and administration of respective contracts and vendors necessary for all maintenance functions for the entire ART fleet vehicles. Maintenance personnel and all related maintenance functions shall be ATN's responsibility. It is expected that CONTRACTOR's personnel shall work cooperatively with ATN personnel to ensure provision of transportation services.

1.7. Uniforms. Uniforms for driving personnel, supervisors, dispatchers and maintenance personnel are provided by ATN. All uniforms for the front line staff, including staff to be provided by CONTRACTOR, will be provided by ATN.

1.8. Fuel. ATN operates fleet using Compressed Natural Gas (CNG), Propane Liquefied Gas (LPG), electricity, and Liquefied Natural Gas (LNG). ATN shall be responsible for the provision of all fueling functions, including but not limited to, access to fueling locations, fuel, and fueling personnel necessary for the provision of transportation services. Should ATN decide to integrate other fuel types, i.e. hybrid and/or electric, ATN will provide necessary resources for energy and fuels to accommodate these future applications.

1.9. Global Positioning System (GPS) And Automated Vehicle Location System (AVL). The entire fleet operated by ATN in its ART operations, including dispatch functions, is equipped with GPS and AVL systems. ATN shall train CONTRACTOR's staff to use both the system to monitor driving personnel and to access to the reporting functions to assist with the provision of transportation services.

1.10. Stops. A network of on-street and off-street public and private fleet vehicle stop locations is provided by ATN. All signage responsibilities shall be with ATN.

1.11. Marketing And Public Relations. ATN will continue to administer all functions associated with the marketing, brand management and related public relations.

1.12. Radio Communications. Two-way radio communications will be provided by ATN. ATN shall maintain vendor relationships to ensure availability of the two-way communication system. Equipment, training and access to the two-way radio communication system will be made available to CONTRACTOR, whose staff shall be capable of utilizing these methods of communication.

1.13. Office Space. Appropriate office space will be made available to CONTRACTOR's assigned personnel. Costs associated with the provision of office space shall be borne by ATN.

1.14. Furniture, Communication System, Telephone Facsimile, Copier, etc. ATN will provide CONTRACTOR's staff with all necessary office functionality to maintain adequate operations.

1.15. Electronic Equipment. All internal electronic equipment in the ART fleet is provided by ATN. This equipment includes, validating fareboxes, reporting systems, voice annunciations, head/side signage, etc. Training associated with the operation of the internal electronic equipment for CONTRACTOR's supervisory and driving personnel will be provided by ATN and CONTRACTOR's



personnel shall be expected to operate these systems. CONTRACTOR shall fully cooperate with ATN's ability to provide adequate training to sustain and maintain provision of transportation services.

1.16. ATN Fleet. ATN will provide all fleet vehicles necessary for service operations. ATN will NOT provide fleet vehicles for CONTRACTOR's supervisory staff; CONTRACTOR will maintain adequate fleet vehicles for this purpose.

1.17. Hours of Operations/Schedules. ATN's Operations Department shall provide all transportation schedules for the provision of transportation services. Operating service metrics shall be made available to CONTRACTOR in order to facilitate operating schedules.

1.18. CONTRACTOR shall provide transportation services in accordance with the Scope of Services set forth in Exhibit "A".

2. CONTRACTING OFFICER

Whenever this Agreement specifies any action relating to the supervision, coordination, direction, control, or approval of the work performed by CONTRACTOR, such actions shall be carried out by the Executive Director of ATN or his or her designee.

3. ENGAGEMENT OF CONTRACTOR

ATN hereby engages CONTRACTOR to do the work and fulfill the obligations according to the terms and conditions of this Agreement and hereby agrees to pay CONTRACTOR the agreed amount for the services rendered as provided herein.

4. SCOPE OF SERVICES

CONTRACTOR shall perform its obligations to ATN as described in this Agreement, the Exhibit "A", RFP and in the Proposal.

5. TERM

The term of this Agreement shall be for a period of five (5) years from the date this Agreement is fully executed.

6. COMPENSATION RATES

6.1. With regard to the ART services, including Routes 1 through 20, effective as of July 30, 2014, CONTRACTOR shall be compensated at the Regular Operating Rate starting at \$24.09 per vehicle service hour ("VSH") for the initial Base Year and then for each year thereafter as follows: (a) \$24.68 per VSH for Base Year 2; (b) \$25.21 per VSH for Base Year 3; (c) \$25.96 per VSH for Base Year 4; and (d) \$26.75 per VSH for Base Year 5. For purposes of this Agreement, the term "Regular Operating Rate" shall mean the total number of Revenue Vehicle Hours from clock-in to clock-out minus 30 minutes for lunch. The total number of Revenue Vehicle Hours for each year shall be as follows: (i) 220,000, for the initial Base Year; (ii) 240,000, for Base Year 2; (iii) 250,000, for Base Year 3; (iv) 250,000, for Base Year 4; and (v) 250,000, for Base Year 5. Except as in the event of a future service expansion pursuant to Section 17.5 of Exhibit A where the parties shall negotiate in good



faith the Regular Operating Rate at which the expansion services are to be provided, such Regular Operating Rate for the expansion services shall be intended to cover only material increases in CONTRACTOR's overhead. The Regular Operating Rates provided in this Section 6.1 shall not be exceeded under any circumstance. In the event that the assumed total Revenue Vehicle Service Hours decrease by greater than 10%, the parties shall in good faith renegotiate the rates at which services are provided to cover changes in cost structure associated with such changes.

6.2. With regard to the ART services, including Routes 1 through 20, effective as of July 30, 2014, CONTRACTOR shall be compensated at the Variable Operating Rate starting at \$21.14 per VSH for the initial Base Year and then for each year thereafter as follows: (a) \$21.80 per VSH for Base Year 2; (b) \$22.35 per VSH for Base Year 3; (c) \$23.03 per VSH for Base Year 4; and (d) \$23.74 per VSH for Base Year 5. For purposes of this Agreement, the term "Variable Operating Rate" shall mean the billing rate for VSH above the total number of Revenue Vehicle Hours minus 30 minutes for lunch. Pre and post-trip time allocation shall each be 15 minutes. Except in the event of a future service expansion pursuant to Section 17.5 of Exhibit A where the parties shall negotiate in good faith the Variable Operating Rate at which the expansion services are to be provided to cover only material increases in CONTRACTOR's overhead, the Variable Operating Rates provided in this Section 6.2 shall not be exceeded under any circumstance. The Variable Operating Rate shall only apply to VSH above the total number of Revenue Vehicle Hours for any given year, if any.

6.3. The VSH rate described herein shall be clock-in to clock-out calculated as follows: VSHs for any given day shall start when the employee clocks-in and end when the employee clocks-out, less thirty (30) minutes for the employee's lunch period. ATN dispatch and supervision staff, in cooperation with CONTRACTOR managers, shall monitor pre-trip, shift exchange, and post-trip times to ensure accurate billing. Compensation to CONTRACTOR will be at the vehicle service hour (VSH) rates described in Exhibit "A".

6.4. ATN shall be responsible for all costs associated with the maintenance and repair of the fleet vehicles except any repair resulting from negligence on the part of CONTRACTOR, but shall only be responsible to the extent of its contributory negligence in the case of CONTRACTOR's good faith adherence to ATN's directives, policies or procedures, such liability to be apportioned based on the relative fault of the parties. In the case of a repair resulting from the negligence of CONTRACTOR, ATN shall perform the repairs and deduct the cost of the repair from the most current unpaid invoice received from CONTRACTOR. ATN will give CONTRACTOR advanced written notice of its intent to bill for such repairs. Alternatively, with prior written approval from ATN, CONTRACTOR may be permitted to perform the repairs at their expense. Any repairs so undertaken shall be performed to ATN'S satisfaction. If said repairs are not performed to ATN'S satisfaction, ATN reserves the right to perform the corrective repairs and deduct the cost from the most current unpaid invoice received from CONTRACTOR. Whether to allow CONTRACTOR to self-perform any repair shall be evaluated on a case-by-case basis and only allowed with written advanced approval from ATN.

7. PAYMENT

7.1. CONTRACTOR will be paid by ATN check. Payment shall be made no later than 60 days from receipt of invoice.



7.2. The invoice for services rendered shall follow a format acceptable to ATN. All relevant back-up documentation, including monthly project summaries, must be included with invoice. Invoices shall be submitted to within ten (10) business days of the close of the billing cycle. CONTRACTOR shall provide weekly updates on Revenue Vehicle Hours (RVH), and other pertinent operating reports required by the ATN. Payment terms are net 60 days upon review and approval of CONTRACTOR invoices. CONTRACTOR shall have ninety (90) days from the date of receipt to dispute payment made by ATN. Notwithstanding anything to the contrary contained in this Agreement, CONTRACTOR may not dispute any payment made by ATN, including but not limited to any payment offset exercised by ATN, nor may CONTRACTOR re-bill for such disputed amount more than ninety (90) days from CONTRACTOR's receipt of such payment.

8. CHANGE ORDERS

In light of the need to meet fluctuating demand, and the impact of other variables related to the ART services, it is understood that changes in service will be required by ATN during the term hereof. These changes may be summarized as follows.

8.1. It is anticipated that the vast majority of changes will relate to the re-allocation of resources on a monthly, weekly, daily or even hourly basis in order to meet changing ridership demands, including unusual demand events or "emergencies". Such changes would include, for example, requests to re-allocate fleet vehicles to a particularly busy area; the addition of service hours to routes; or the reconfiguration of routes. ATN will provide as much advance notice for these occasions as it reasonably can. CONTRACTOR shall maintain the flexibility to meet and shall meet these changes in service as required. Such changes (and others like them) shall not result in any change in the cost charged to ATN beyond the impact, if any, that such changes may have on monthly service hours as already contemplated in Section 6 hereof. The parties shall document these changes so that there is an up-to-date record of all changes in service requested by ATN.

8.2. Any request for a material change in the terms of this Agreement must be implemented by formal amendment to this Agreement in order to be effective. A "material change" shall include the following: (i) any proposed change to the VSH rate required by changes in service requested by ATN; (ii) where it is reasonably believed that requested changes will increase or decrease the projected number of annual service hours incurred by more than ten percent (10%) from one year to the next; and (iii) any change which is reasonably believed to result in a monetary impact to ATN of more than ten percent (10%) (increase or decrease) from one year to the next. ATN shall not be responsible for any increase in costs occasioned by a material change unless it has approved of that material change in writing as provided herein.

9. OWNERSHIP OF VEHICLES /USE OF FACILITY

9.1. All fleet vehicles are owned either by the Orange County Transportation Authority ("OCTA") or by ATN. CONTRACTOR has no ownership interest in any of the fleet vehicles, and ATN will be responsible for the care, licensing, insuring, and maintenance of the fleet vehicles except as otherwise provided in this Agreement.

9.2. It is understood that ATN will provide the physical facility for housing and maintaining the fleet vehicles and that CONTRACTOR may not utilize that facility for any purpose other than as



contemplated by this Agreement unless the parties reach a separate agreement in writing regarding such use. ATN shall provide an operations and maintenance facility which includes approximately 1.87 acres suitable for administration, operations and maintenance functions, at the following address: 1354 South Anaheim Blvd, Anaheim, CA 92805 (the "Facility").

9.3. Facility Furnishings. ATN will provide all office furniture and equipment which they deem necessary for this project.

9.4. Maintenance, Cleanliness and Safety of Facilities. ATN shall provide facility maintenance services required to ensure the safe and efficient operation of the property. ATN staff will be available during all days and hours of operation. Facility maintenance services provided by ATN staff shall include inspections and preventative maintenance of all equipment supplied by ATN. CONTRACTOR shall be responsible for all costs associated with any repair resulting from negligence on the part of CONTRACTOR, but shall only be responsible to the extent of its contributory negligence in the case of CONTRACTOR's good faith adherence to ATN's directives, policies or procedures, such liability to be apportioned based on the relative fault of the parties. In the case of a repair resulting from the negligence of CONTRACTOR, ATN shall perform the repairs and deduct the cost of the repair from the most current unpaid invoice received from CONTRACTOR. Alternatively, with prior written approval from ATN, CONTRACTOR may be permitted to perform the repairs at their expense. Any repairs so undertaken shall be performed to ATN'S satisfaction. If said repairs are not performed to ATN'S satisfaction, ATN reserves the right to perform the corrective repairs and deduct the cost from the most current unpaid invoice received from CONTRACTOR. Whether to allow CONTRACTOR to self-perform any repair shall be evaluated on a case-by-case basis and only allowed with written advanced approval from ATN. CONTRACTOR shall be responsible for simple facility tasks such as office and equipment moving, light painting and wall hangings.

9.5. CONTRACTOR shall be required to follow all applicable regulatory requirements, such as storm water runoff and hazardous material regulations and requirements at all times herein. Training will be provided by ATN on these requirements, as needed.

9.6. ATN shall provide reasonable janitorial services for the above-referenced operating base, including all offices, administrative areas, bathrooms and public areas. CONTRACTOR shall ensure that all employees use care and consideration for the property to ensure a safe, professional, hygienic and attractive working environment that complies with all federal, state and local regulations.

9.7. By executing this Agreement, CONTRACTOR warrants that it: (a) is thoroughly familiar with the obligations and scope of services required of it under this Agreement, Exhibit "A", RFP and the Proposal; (b) has carefully examined the Facility and has considered its ability to perform the required services at and from the Facility; and (c) has concluded that the Facility will be (when improved according to ATN plans) adequate to allow it to perform its duties and obligations without any further modifications. CONTRACTOR agrees to cooperate with ATN to ensure proper utilization of space and resources at the Facility, and shall provide its full cooperation if ATN chooses to re-locate to another site.

10. LICENSING, PERMITS, AND TAXES

CONTRACTOR shall be appropriately licensed for the work required hereunder. The cost for any required licenses or permits shall be the responsibility of CONTRACTOR. CONTRACTOR is liable for any



and all taxes due as a result of the Contract. CONTRACTOR must provide evidence of a valid Business License with the City, which must remain in force during the entire period of this Agreement.

11. COMPLIANCE WITH STATE AND FEDERAL LAWS

11.1. CONTRACTOR shall give all notices and comply with all applicable existing and future federal, state, and local laws, ordinances, rules, regulations, and orders of any public authority bearing on its performance of this Agreement. Upon request, CONTRACTOR shall furnish to ATN certificates of compliance with all such laws, orders, and regulations.

11.2. During the performance of this Contract, CONTRACTOR, for itself, its assignees and successors in interest, shall comply with the regulations relative to nondiscrimination of federally-assisted programs of the Department of Transportation Title 49, Code of Federal Regulation, Part 21, as they may be amended from time to time which are incorporated herein by reference.

11.3. Americans With Disabilities Act. CONTRACTOR shall comply with all applicable provisions of the Americans with Disabilities Act of 1990. (P.L. 101-336) and Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and implementing regulations set forth in 49 C.F.R. Parts 37 & 38 as well as all state and local statutes and ordinances of similar effect.

11.4. Motor Vehicle Codes. CONTRACTOR shall comply fully with State and Federal regulations pertaining to licensing and operation of vehicles are contained in the California Vehicle Code, California Administrative Code, Title 13 and the Federal Motor Carrier Safety Regulations. ATN shall audit for compliance with the Commercial Motor Vehicle Safety Program including: a) Ten Year Employment History, b) Pull Notice Program, c) Medical Certificate, d) Drug and Alcohol Program and, e) Passenger (P) Endorsement. No CONTRACTOR employee, subcontractor employee or fleet operator applicant who accrues four or more points in 12 months, six or more points in 24 months or eight or more points in 36 months shall drive any ATN vehicle until his/her point count falls below the threshold. Any person whose Motor Vehicle Record contains any two point violation, or has an outstanding failure to appear or failure to pay violation will not be eligible to work on ATN's project. Point counts are to be included in employee/driver files.

11.5. Drug and Alcohol Testing. CONTRACTOR shall comply with the requirements of the Drug Free Workplace Act of 1988. Testing shall be conducted pursuant to the FTA regulation, 49 CFR Part 655, that mandates, under certain circumstances, urine drug testing and breath alcohol testing and the U.S. Department of Transportation (DOT) standards for the collection and testing of urine and breath specimens, 49 CFR Part 40, as amended. The regulations include requirements for pre-employment, post-accident, reasonable suspicion, Department of Transportation recertification or biennial physical examination, return-to-duty, and for random testing of employees in safety sensitive positions. Additionally, subcontractors performing safety sensitive tasks are subject to the regulations and it shall be the responsibility of CONTRACTOR to ensure this testing is conducted. ATN requires that those safety sensitive employees employed by CONTRACTOR for the performance of services under this Agreement (i.e., those employees employed by CONTRACTOR directly for the Agency) be tested at a rate of 25% drug and 10% alcohol annually.

11.6. California OSHA. CONTRACTOR shall comply with all applicable California OSHA requirements including the requirement of SB 198 to develop and implement an employee injury prevention safety plan.



11.7. Access to Records.

- a. CONTRACTOR agrees to provide ATN, the U.S. Secretary of Transportation, the Controller General of the United States, or any of their authorized representatives, access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts and transcriptions to the extent permitted or required under the applicable laws, rules or regulations.
- b. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed to the extent permitted or required under the applicable laws, rules or regulations.
- c. CONTRACTOR agrees to maintain all books, records, accounts and reports required under the Agreement for a period of not less than five (5) years after the date of termination or expiration of the Agreement, except in the event of litigation or settlement of claims arising from the performance of the Agreement, in which case CONTRACTOR agrees to maintain such materials until ATN, the Federal Transit Administration (FTA) Administrator, the Controller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. See 49 C.F.R. 18.39(i)(11).

11.8. Charter Service Operations. CONTRACTOR agrees to comply with 49 U.S.C. 5323(d) and 49 C.F.R. Part 604, which provide that recipients and subrecipients of 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 at 49 C.F.R. Part 604.9. 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.

11.9. Civil Rights.

- a. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 200d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b. Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:
 - c. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended 42 U.S.C. 2000e, and Federal transit law at 49 U.S.C. 5332, CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department



of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor", 41 C.F.R. Parts 60 et seq. (which implement Executive Order No. 11246, "Equal Employment Opportunity", as amended by Executive Order No. 11375 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect 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 for training, including apprenticeship. In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

- d. Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal transit law at 49 U.S.C. 5332, CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
- e. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, 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 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
- f. Subcontracts. CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.
- g. Sanctions for Noncompliance. In the event of CONTRACTOR's noncompliance with nondiscrimination provisions of this Agreement, ATN shall impose Agreement sanctions as it may determine to be appropriate, including, but not limited to:
 - 1. Withholding of payments to CONTRACTOR under the Agreement until CONTRACTOR complies; and/or
 - 2. Cancellation, termination, or suspension of the Agreement, in whole or in part.
- h. In reference to the requirements of this entire section, CONTRACTOR's agreement to comply with any applicable implementing regulations or requirements shall apply only to CONTRACTOR's services under the Agreement and only to the extent mandated by law.

11.10. Contract Work Hours and Safety Standards Act. CONTRACTOR shall comply with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-330, and implementing Department of Labor regulations at 29 C.F.R. Part 5 and 1926. CONTRACTOR shall comply with the clauses set forth at 29 C.F.R. Part 5-5(b) as if such clauses were set forth in their entirety in the Agreement.



11.11. Energy Conservation. CONTRACTOR shall recognize the mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.).

11.12. Environmental Requirements. CONTRACTOR agrees to comply with any Federal environmental and resource conservation laws, regulations, and requirements that apply to the activities under the Agreement. Specifically –

- a. CONTRACTOR shall comply with all applicable standards, orders, and regulations issued under 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, the Clean Air Act (42 U.S.C. 7401 et seq.) or the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and shall report any violation of such standards, orders, or regulations resulting from its activities in connection with the performance of the Agreement to FTA and to the appropriate U.S. EPA Regional Office.
- b. CONTRACTOR shall be responsible for the disposal of hazardous materials in accordance with applicable Federal, State, and local laws, regulations, and requirements.

11.13. Federal Changes. CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, that may be amended or promulgated from time to time during the term of the Agreement. CONTRACTOR's failure to so comply shall constitute a material breach of the Agreement.

11.14. Lobbying. CONTRACTOR shall at all times comply with 31 U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995) regarding the prohibition from using federal appropriated funds to influence any officer, employee of an agency, member of Congress, or an officer or employee of Congress in connection with the awarding of any Federal contract, grant, loan or cooperative agreement, If any funds other than Federal appropriated funds have or will be paid to any person for making lobbying contacts, CONTRACTOR shall complete and submit Standard Form –LL "Disclosure Form to Report Lobbying", in accordance with its instructions as amended by "Government Wide Guidance for New Restrictions on Lobbying", 61 Fed. Reg. 1413.

11.15. Suspension and Debarment. This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, CONTRACTOR is required to verify that none of its principals, as defined in 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. CONTRACTOR shall comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

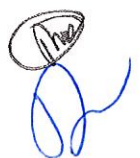
11.16. Disadvantaged Business Enterprise (DBE).

- a. In accordance with federal financial assistance agreements with DOT, ATN has adopted a Disadvantaged Business Enterprise (DBE) Policy and Program, in conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs". The project is subject to these stipulated regulations. In order to ensure that ATN achieves its overall DBE Program goals and objectives, ATN encourages the participation of DBEs as defined in 49 CFR 26 in the



performance of contracts financed in whole or in part with DOT funds. Pursuant to the intent of these regulations, it is also a policy of ATN to:

1. Fulfill the spirit and intent of the Federal DBE Program regulations published under DOT Title 49 CFR, Part 26, by ensuring that DBEs have equitable access to participate in all of ATN's DOT-assisted contracting opportunities.
 2. Ensure that DBEs can fairly compete for and perform on all DOT-assisted contracts and subcontracts.
 3. Ensure non-discrimination in the award and administration of ATN's DOT-assisted contracts.
 4. Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts.
 5. Ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs.
 6. Help remove barriers to the participation of DBEs in DOT-assisted contracts.
 7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE Program.
- b. CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. CONTRACTOR shall not be required to achieve a specific level of DBE participation as a condition of contract compliance in the performance of this DOT-assisted contract. However, CONTRACTOR shall adhere to race-neutral DBE participation commitment(s) made at the time of contract award.
- c. DBEs must be certified by the California Unified Certification Program (CUCP). Listings of DBEs certified by the CUCP are available from CUCP's website which can be accessed at <http://www.californiaucp.com>; or the Caltrans "Civil Rights" web site at <http://www.dot.ca.gov/bep>.
- d. If CONTRACTOR is a DBE firm and/or has proposed to utilize DBE firms, CONTRACTOR will be required to complete and submit a "Monthly Race-Neutral DBE Subcontractors Paid Report Summary and Payment Verification" (Form 103) to ATN by the 10th of each month until completion of the contract to facilitate reporting of race-neutral DBE participation, following the first month of contract activity. CONTRACTOR shall report the total dollar value paid to DBEs for the applicable reporting period. CONTRACTOR shall also report the DBE's scope of work and the total subcontractor value of commitment for each DBE reported. CONTRACTOR is advised not to report the participation of DBEs toward CONTRACTOR's race-neutral DBE attainment until the amount being counted has been paid to the DBE. Upon completion of the contract, CONTRACTOR will be required to prepare and submit to ATN, a "Race-Neutral DBE



Subcontractors Paid Report Summary and Payment Verification" (Form 103) clearly marked "Final" to facilitate reporting and capturing actual DBE race-neutral attainments. CONTRACTOR shall complete and submit a Final Form 103 whether or not DBEs were utilized in the performance of this Agreement.

- e. When a DBE is proposed to participate in the contract, only the value of the work proposed to be performed by the DBE with its own forces may be counted towards race-neutral DBE participation. If CONTRACTOR is a DBE joint venture participant, only the DBE proportionate interest in the joint venture shall be counted. If a DBE intends to subcontract part of the work of its subcontract to a lower tier subcontractor, the value of the subcontracted work may be counted towards race-neutral DBE participation only if the DBE subcontractor is a certified DBE and actually performs the work with their own forces. Services subcontracted to a non-DBE firm may not be credited towards CONTRACTOR's race-neutral DBE attainment.
- f. CONTRACTOR shall provide to ATN a list of DBE subcontractors and detail what work they will perform prior to commencement of work under this Agreement and such DBE subcontractors listed shall perform the work unless CONTRACTOR has received prior written authorization from ATN to perform the work with other forces. CONTRACTOR shall provide written notification to ATN in a timely manner of any changes to its anticipated DBE participation. This notice shall be provided prior to the commencement of that portion of work.
- g. In the event CONTRACTOR identifies additional DBE subcontractors not previously identified by CONTRACTOR for race-neutral DBE participation under this Agreement, CONTRACTOR shall notify ATN by submitting a "Request for Additional DBE Firm" to enable CONTRACTOR to capture all race-neutral DBE participation. CONTRACTOR shall also submit, for each DBE identified after this Agreement is executed, a written confirmation from the DBE acknowledging that it is participating in this Agreement for a specified value, and including the corresponding scope of work (a subcontract agreement can serve in lieu of the written confirmation).
- h. If a DBE subcontractor is decertified during the life of this Agreement, the decertified subcontractor shall notify CONTRACTOR in writing with the date of decertification and CONTRACTOR shall furnish the written documentation to ATN in a timely manner. If a non-DBE subcontractor becomes a certified DBE during the term of this Agreement, the DBE subcontractor shall notify CONTRACTOR in writing with the date of certification and CONTRACTOR shall furnish the written documentation to ATN in a timely manner.

12. PROHIBITED INTERESTS

12.1. CONTRACTOR covenants that, for the term of this Agreement, no director, member, officer or employee of ATN during his/her tenure in office or for one (1) years thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

12.2. No member of or delegate to, the Congress of the United States shall have any interest, direct or indirect, in this Agreement or to the benefits thereof.



13. OWNERSHIP OF REPORTS AND DOCUMENTS

13.1. The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the property of ATN. Copies may be made for CONTRACTOR's records but shall not be furnished to others without written authorization from ATN. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by ATN.

13.2. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings, descriptions, and all other written information submitted to CONTRACTOR in connection with the performance of this Agreement shall not, without prior written approval of ATN, be used for any purposes other than the performance under this Agreement, nor be disclosed to an entity not connected with the performance of the project. CONTRACTOR shall comply with ATN's policies regarding such material. Nothing furnished to CONTRACTOR, which is otherwise known to CONTRACTOR or is or becomes generally known to the related industry shall be deemed confidential. CONTRACTOR shall not use ATN's name, photographs of the project, or any other publicity pertaining to the project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without the express written consent of ATN.

13.3. No copies, sketches, computer graphics or graphs, including graphic artwork, are to be released by CONTRACTOR to any other person or agency except after prior written approval by ATN, except as necessary for the performance of services under this Agreement. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be handled only by ATN unless otherwise agreed by CONTRACTOR and ATN.

14. NOTICE OF LABOR DISPUTE

14.1. CONTRACTOR shall give ATN notice of any union organizing activity when CONTRACTOR is aware of such activity. In the event that an election is held, the results of the election shall be communicated to ATN with eight (8) hours after the voting results are known to CONTRACTOR.

14.2. Whenever CONTRACTOR has knowledge that any actual or potential labor dispute may delay performance of this Agreement, CONTRACTOR shall immediately notify and submit all relevant information to ATN, including its plan for continuing to provide transportation services. CONTRACTOR shall insert the substance of this entire clause in all, if any subcontracts hereunder.

14.3. If a labor dispute results in a work slowdown or labor strike, whereby CONTRACTOR does not have sufficient labor force to provide one or more types of transportation services specified in the Agreement, ATN may withhold payments to CONTRACTOR related to the percentage of the variable costs reimbursement equivalent to the percentage of transportation service not being provided of the type of service affected until the work slowdown or labor strike has ended.

14.4. As provided under Section 33, Force Majeure, CONTRACTOR may be excused from operating service interrupted as a result of a strike but is encouraged to work with ATN to establish a contingency plan in order to ensure continued service to the public. Within 180 days after the date of this Agreement, CONTRACTOR shall work with ATN to develop a contingency plan to be used in the event of a strike or work slowdown which will provide for plans to hire temporary or replacement workers as well as use subcontractors and other internal resources. In the event subcontractors are

recommended by CONTRACTOR to provide the service, ATN shall approve such recommendation prior to CONTRACTOR actually hiring the subcontractor.

15. CALIFORNIA LABOR CODE CHAPTER 4.6

CONTRACTOR shall adhere to the requirements stipulated in the California Labor Code Chapter 4.6 (Sections 1070 through Section 1072), (Subdivision (c)(1) of Section 1072, for the use of existing drivers and staff to support all of the services as noted in Exhibit "A", Scope of Services.

16. PRIVACY ACT

CONTRACTOR shall comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a. Among other things, CONTRACTOR agrees to obtain the express consent of the Federal Government before the CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.

17. INCORPORATION OF FTA TERMS

All contractual provisions required by DOT, whether or not expressly set forth in this document, as set forth in Federal Transit Administration (FTA) Circular 4220.1F, as amended, 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. CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any requests, which would cause ATN to be in violation of the FTA terms and conditions.

18. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

ATN and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to ATN, CONTRACTOR, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from the underlying Agreement. CONTRACTOR agrees to include these requirements in all of its subcontracts.

19. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

19.1. CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 et seq. and DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Accordingly, by signing this Agreement, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement of the FTA assisted project for which this Agreement's work is being performed. CONTRACTOR also 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 penalties of the Program Fraud Civil Remedies Act of 1986 on CONTRACTOR to the extent the Federal Government deems appropriate.



19.2. 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 an agreement connected with a project that is financed in whole or part with Federal assistance awarded by FTA under the authority of 49 U.S.C. §5307 et seq., the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) et seq. on CONTRACTOR, to the extent the Federal Government deems appropriate. CONTRACTOR agrees to include this requirement in all of its subcontracts.

20. TERMINATION FOR CONVENIENCE

20.1. This Agreement may be terminated by either party in accordance with this Section whenever the terminating party determines that such termination is in its best interest. Any such termination shall be effected by delivery to the other party of a written notice of termination specifying the date upon which such termination will become effective, which can be no sooner than 120 days from the date the notice is given.

20.2. Upon receipt of a notice of termination, and except as otherwise directed by ATN, CONTRACTOR shall: (1) stop work under the Agreement on the date specified in the notice of termination; (2) complete any such part of the work as shall not have been terminated by the notice of termination; and (3) take such action as may be necessary, or as ATN may direct, for the protection and preservation of the property related to the Agreement which is in the possession of CONTRACTOR and in which ATN or the City has or may acquire an interest. ATN shall not be obligated to pay for work completed after the date of termination.

20.3. In the event ATN exercises its right to terminate for convenience in accordance with this provision, CONTRACTOR shall be entitled to its reasonable termination costs which shall be negotiated and calculated in accordance with Federal Acquisition Regulation (FAR) 31.205-42. Notwithstanding the above, however, CONTRACTOR shall not be entitled to recover termination costs relating to (i) employee salary or benefits; (ii) training costs; or (iii) sub-CONTRACTOR claims (31.205-42 (h)). CONTRACTOR shall have the burden of proving that any termination costs which it claims are reasonable and warranted.

21. TERMINATION FOR DEFAULT

21.1. ATN may, by 10-day advance written notice of default to CONTRACTOR, terminate the whole or any part of this Agreement if CONTRACTOR is in breach of any material term of this Agreement and if that breach is not cured to the reasonable satisfaction of ATN within the ten day notice period ("Cure Period"). In the event that the default cannot be cured within 10 days and CONTRACTOR has begun to address the issue, CONTRACTOR shall have additional time up to a maximum of 30 days, to cure such default. If CONTRACTOR fails to cure within such time frame, ATN may declare CONTRACTOR to be in default and terminate this Agreement in whole or in part.

21.2. In the event that ATN terminates the Agreement in whole or in part as provided in Section 21.1 above, ATN may procure, upon such terms and in such manner as it may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to ATN for costs associated with the termination of this Agreement, the procurement of replacement services by ATN, and any and all excess costs of such similar services incurred by ATN as a result of the re-procurement of services from the date



of termination to the expiration date of this Agreement. CONTRACTOR shall continue the performance of the Agreement to the extent not terminated under the provisions of this Section.

21.3. If ATN is in breach of a material term of this Agreement, CONTRACTOR shall give ATN written notice thereof and describe in particular the nature of the breach. ATN shall have 30 days from its receipt of that notice within which to cure such material breach. If no cure is effected within that time period, CONTRACTOR may terminate this Agreement by a second written notice to ATN indicating its intent to terminate. The termination will then be effective 30 days following the receipt by ATN of the second notice unless the parties mutually agree otherwise.

21.4. Upon the occurrence of three (3) notices of default, as provided under Section 21.1 above, within any three (3) month period, ATN shall have the right to terminate this Agreement, regardless of whether such defaults were timely cured or not, and pursue its rights or remedies as provided in this Agreement.

22. ARBITRATION

22.1. Any dispute, claim or controversy that arises out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity hereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Orange County, California, before a single arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures, where applicable. Judgment on the award may be entered in any court having jurisdiction. The parties will be responsible to each pay one-half of the costs of the arbitrator.

22.2. Notwithstanding the above, however, it is understood and agreed that, a breach of the provisions of this Agreement by one party may cause irreparable damage to the other party for which recovery of money damages would be inadequate. The non-breaching party shall therefore be entitled to obtain timely injunctive relief from a court of competent jurisdiction (located exclusively in Orange County, California), to protect that party's rights under this Agreement in addition to any and all remedies available at law. If injunctive relief is granted by the court, the prevailing party shall have the option to have the entire matter adjudicated in the courts, without further resort to arbitration.

23. INDEPENDENT CONTRACTOR

CONTRACTOR is an independent CONTRACTOR and has and retains full control and supervision of the services performed by and full control over the employment and direct compensation and discharge of all persons, other than ATN representatives, assisting in the performance of its services. CONTRACTOR agrees to be solely responsible for all matters relating to wages, hours of work, and working conditions and payment of employees, including compliance with social security, all payroll taxes and withholdings, unemployment compensation, and all other requirements relating to such matters. CONTRACTOR agrees to be responsible for its own acts and those of its subordinates, employees, and any and all subcontractors during the term of this Agreement.

24. SUBCONTRACTING

24.1. CONTRACTOR will not enter into any subcontract unless approved in advance and in writing by ATN, acting in its sole discretion. In any case in which CONTRACTOR desires to subcontract, it



shall provide ATN with all proposed subcontracting agreements and documents, including scope of work and terms of compensation. CONTRACTOR shall be fully responsible for all work performed by any subcontractor.

24.2. Any approval of a subcontract shall not be construed as making ATN a party to such subcontract, giving the subcontractor privity of contract with ATN, or subjecting ATN to liability of any kind to any subcontractor.

24.3. All subcontracts will incorporate in full all appropriate terms and conditions of this Agreement.

24.4. CONTRACTOR may not, by subcontract, modify its obligation to perform in full under this Agreement or change its key personnel. Any action of CONTRACTOR in violation of the preceding sentence shall constitute a breach of this Agreement and a default hereunder. Further, the entering into a subcontract shall not, under any circumstances, relieve CONTRACTOR of its liability and other obligations under this Agreement.

25. INSURANCE

25.1. During the term of this Agreement CONTRACTOR shall carry and pay the premiums for insurance of the types and with limits not less than as stated below.

a. Worker's Compensation Insurance covering all of CONTRACTOR's employees engaged in work under this Agreement as required under the Worker's Compensation Act of the State of California and coverage for Employers Liability in the minimum amount of \$1,000,000.

b. Comprehensive General Liability Insurance /Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operation Liability, in an amount of not less than Ten Million Dollars (\$10,000,000) per occurrence.

c. Comprehensive Automobile Liability coverage in an amount of not less than Ten Million Dollars (\$10,000,000) per occurrence combined single limit.

d. Comprehensive and Collision coverage to include such perils as: fire; lightning; explosion; theft; windstorm; hail; earthquake; flood; mischief; vandalism; and overturn or collision with another object. The most CONTRACTOR will pay for any one loss is the lesser of: 1) the actual cash value of the damaged or stolen property as of the date of the loss; or 2) the cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or 3) the property's stated value on the fleet inventory. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a "total loss". If a repair or replacement results in better than like kind or quality, CONTRACTOR will not pay for the amount of the betterment. The vehicle physical damage coverage shall name the owner of the vehicle (either OCTA or ATN, depending on the vehicle) as the loss payee, and shall be primary and in no respect excess to, contributory to, or contingent upon any physical damage coverage carried by the City or ATN. CONTRACTOR shall provide OCTA and ATN with a Certificate of Insurance showing compliance with the requirements of this paragraph.



25.2. Each insurance policy required above (except for Workers' Compensation as to clause 3 below) shall contain the following clauses:

a. "This insurance shall not be cancelled, or limited in scope or coverage, until after thirty (30) days prior written notice has been given to ATN."

b. "It is agreed that any insurance maintained by CONTRACTOR pursuant to this policy shall be primary to, and not contribute to, any insurance or self-insurance maintained by ATN or OCTA."

c. "ATN, OCTA, Penske Truck Leasing Co., L.P., and their officers, agents, employees, representatives and volunteers are hereby added as additional insureds."

25.3. Prior to commencing any work under this Agreement, including the acceptance of any fleet vehicles, CONTRACTOR shall deliver to ATN insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses set forth above.

25.4. Within thirty (30) days of the execution of this Agreement, CONTRACTOR shall provide ATN endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. The endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title.

25.5. Insurance required by this Section shall be placed with insurers acceptable to the ATN and OCTA.

25.6. ATN has the right to demand, and to receive within (30) days, copies of any insurance policies required under this Agreement.

25.7. In addition to any other remedies ATN may have, if CONTRACTOR fails to provide or maintain any insurance policies or endorsements to the extent and within the time required in this Section, ATN may, at its sole option:

a. Order CONTRACTOR to stop work and/or withhold any payments which become due to CONTRACTOR until CONTRACTOR demonstrates compliance with the requirements of this Section.

b. Terminate this Agreement.

25.8. Nothing in this Section shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payments of damages to persons or property resulting from CONTRACTOR's performance hereunder.

26. BONDING REQUIREMENTS

26.1. Performance Bond. CONTRACTOR shall procure, at its sole expense, and keep in effect at all times during the term of this Agreement, a performance bond equivalent to 25% of the cost of the first twelve (12) months of service, excluding capital costs, in favor of ATN and executed by a corporate surety authorized to conduct business as a surety in the State of California. CONTRACTOR shall provide a fully notarized performance bond to ATN within seven (7) days before commencement of this Agreement. CONTRACTOR shall provide any necessary updates, renewals, or modifications to the



Performance Bond on an annual basis thereafter or before each anniversary date of the commencement of this Agreement.

26.2. Performance Bond Renewal. The performance bond must be kept in full force and effect at all times during the term of this Agreement. The bond shall be conditioned upon faithful performance by CONTRACTOR of the terms and conditions of this Agreement and shall be renewed to provide for continuing liability in the amount set forth in subsection 27.1 above notwithstanding any payment or recovery thereon. Such bond shall not be subject to cancellation except after notice to ATN's Executive Director by registered mail at least forty-five (45) days prior to the date of cancellation. Failure to maintain such surety bond shall be a default of this Agreement and may, at ATN's discretion, result in cancellation of this Agreement.

26.3. Enforcement of Performance Bond. If ATN determines that CONTRACTOR has substantially failed to keep and perform the covenants, conditions, and obligations under this Agreement and the RFP, ATN may require the Surety to perform, or may exercise or collect or cause to be exercised or collected, the obligations under the performance bond. In such event, ATN's Executive Director shall notify the Surety and give the Surety an opportunity to perform within a reasonable time. If the Surety fails to perform, ATN's Executive Director shall perform and assess the Surety on its bond for the cost of such performance. The cost of such performance includes the costs of all labor and equipment reasonably necessary to perform the work in CONTRACTOR's absence.

27. NO INDEMNIFICATION BY ATN

ATN agrees to provide a limited indemnity whereby ATN shall protect, defend, indemnify and hold CONTRACTOR, and its officers, employees, board members, and representatives, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character brought by a third party, (hereinafter collectively "claims") in connection with or arising out of the negligence or willful misconduct of ATN (or any subcontractor to ATN other than CONTRACTOR), with respect to only those obligations of ATN under Section 1 of this Agreement, except to the extent such claims arise out of the negligence or willful misconduct of CONTRACTOR or CONTRACTOR's performance under this Agreement, but shall be limited to CONTRACTOR's contributory negligence in the case of CONTRACTOR's good faith adherence to ATN's directives, policies or procedures, such liability to be apportioned based on the relative fault of the parties. ATN further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, at its sole expense and agrees to bear all other costs and expenses related thereto.

28. INDEMNIFICATION BY CONTRACTOR

CONTRACTOR agrees to protect, defend, indemnify and hold ATN and the City and their officers, employees, board members, and representatives, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character brought by a third party, including CONTRACTOR'S personnel's Worker's Compensation suits, (hereinafter collectively "claims") in connection with or arising directly or indirectly out of CONTRACTOR's performance under this Agreement (or any subcontractor to CONTRACTOR), except to the extent such claims are caused by or



arise out of the negligence or willful misconduct of ATN, its officials, employees, representatives or agents as specifically provided in Section 27 above, with such liability to be apportioned based on the relative fault or contributory negligence of the parties. Without limiting the generality of the foregoing, any and all such claims, relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, or ordinance, administrative order, rule, or regulation, or decree of any court, in connection with or arising directly or indirectly out of CONTRACTOR's performance (or any subcontractor to CONTRACTOR) under this Agreement, shall be included in the indemnity hereunder. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, at its sole expense and agrees to bear all other costs and expenses related thereto.

29. NO WAIVER

The failure of ATN or CONTRACTOR to enforce one or more of the terms or conditions of this Agreement or to exercise any of its rights or privileges hereunder shall not be construed as a waiver of any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect.

30. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be subject to, governed by, and construed and interpreted solely according to the laws of the State of California. CONTRACTOR hereby consents and submits to the jurisdiction of the appropriate courts of California or of the United States having jurisdiction in California and located in Orange County, California for adjudication of any suit or cause of action arising under or in connection with this Agreement, and agrees that any such suit or cause of action for which court intervention is required shall be brought in such court.

31. SEVERABILITY

In the event any provision of this Agreement is declared or determined to be unlawful, invalid, or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions of this Agreement and each provision of this Agreement will be and is deemed to be separate and severable from each other provision.

32. ASSIGNMENT

CONTRACTOR may not assign or subcontract this Agreement or any of the interests, rights, duties, or responsibilities of CONTRACTOR hereunder without the prior written consent of ATN.

33. FORCE MAJEURE

Neither the City, ATN, nor CONTRACTOR, assumes any liability to fulfill the terms and conditions of this Agreement caused by events beyond the reasonable control of such party. Such events may include, but are not restricted to, the following: 1) governmental restrictions or limitations; 2) failure or shortage of fuel, water, or other utility services; 3) riot, war, insurrection, civil unrest or other national or local emergency; 4) severe weather conditions; 5) impassability of routes due to construction,



accidents, or other reasons; or 6) labor related shortages and/or disputes, including walkouts, strikes, impasse and similar disputes or interruptions.

34. ENTIRE AGREEMENT

The provisions of this Agreement contain the entire agreement between the parties relating to the subject matter hereof and, except as otherwise specifically provided herein, supersede and cancel all prior provisions, negotiations, agreements and commitments (whether oral or in writing) with respect to the subject matter hereof. This Agreement may not be released, discharged, abandoned, changed or modified in any manner except by an instrument in writing signed by the parties.

35. NOTICES

Any notice required or permitted to be given under this Agreement shall be by written communications by way of personal delivery or overnight carrier, and shall be directed by one party to the other at its respective address as follows unless otherwise provided for in this Agreement:

If to ATN: Anaheim Transportation Network
1354 S. Anaheim Blvd.
Anaheim, CA 92805
Attention: Diana Kotler, Executive Director

If to CONTRACTOR: Eric Estell, Region Vice President
7581 Willow Drive Suite 103
Tempe, AZ 85283

With a copy to MIKE PETRUCCI, ASSOCIATE GENERAL COUNSEL
First Transit, Inc.
600 Vine Street.
Suite 1400
Cincinnati, Ohio
Attention: General Counsel

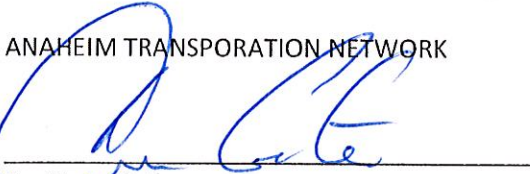
Either party may change its address to which notices or requests shall be directed by written notice to the other party, but until such change of address has been received any notice or request sent to the above addressees shall be effective upon personal delivery or the day following deposit with an overnight (next day) carrier.

36. FURTHER ASSURANCES

Each of the parties hereto agrees on behalf of itself, its successors and its assigns, that it will, without further consideration, execute, acknowledge and deliver such other documents and take such other action as may be necessary or convenient to carry out the purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the respective dates set forth opposite their signatures.

ANAHEIM TRANSPORTATION NETWORK

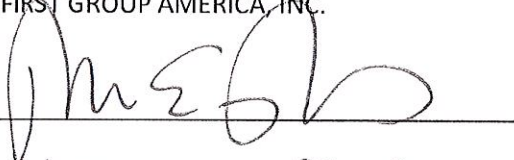


DATED: 6/18/2014

By: Diana Kotler
Its: Executive Director

CONTRACTOR

FIRST GROUP AMERICA, INC.



DATED: 6/14/14

By: NICHOLAS G. PROTOPAPAS

Its: SENIOR VICE PRESIDENT

EXHIBIT "A"
SCOPE OF SERVICES

1. INTRODUCTION

This Exhibit "A" to the Agreement Regarding Operation of Anaheim Resort transportation Service (the "Agreement") delineates the scope of services to be provided by CONTRACTOR. This Exhibit includes basic service requirements, administrative requirements, and reporting requirements. Unless otherwise stated, all capitalized terms referenced herein shall have the same meaning as described in the Agreement.

2. RESPONSIBILITIES OF CONTRACTOR

2.1. CONTRACTOR shall provide transportation services in accordance with the roles and responsibilities outlined below:

- a. Demonstrate the capability to have service operational on August 1, 2014.
- b. Provide contracted services described in the RFP and in compliance with ATN's operating policies and all applicable local, county, state and federal laws and regulations.
- c. Recruit, hire and train all personnel including management, staff and fleet operators, as well as provide on-going management and supervision.
- d. Prepare and submit all operating data and reports to the applicable parties on time and in the prescribed formats.
- e. Cooperate with the collection and provision of information required for ATN's National Transit Database (NTD) report.
- f. Provide and maintain required office equipment, information technology hardware and software (other than what is provided by ATN), and any other equipment deemed necessary to support the operation the service.
- g. Attend ATN Board and Board Committee meetings relative to project status as needed.
- h. Conduct staff, safety and training meetings with ATN support staff as needed.
- i. Maintain compliance with all local, state and federal rules and regulations including the Americans with Disabilities Act (ADA) (including wheelchair lift/assistance and announcing bus stops).
- j. Investigate all customer comments received, providing responses within prescribed policies.
- k. Adhere to ATN'S Lost and Found policies and procedures. (ATTACHMENT 1)



2.2. Driving Personnel. CONTRACTOR shall be responsible for the provision of necessary administrative and driving personnel.

2.3. Use of Existing Operators and Staff. Pursuant to State of California Labor Code Section 1070, CONTRACTOR shall agree to retain, for a period of at least 90 days, certain employees. (Employee is defined as any person who works for a CONTRACTOR under this contract.) Employee does not include an executive, administrative, or professional employee exempt from the payment of overtime compensation within the meaning of subdivision (a) of Section 515 or any person who is not an employee as defined under Section 2(3) of the National Labor Relations Act (29 U.S.C. Sec. 152(3) who were employed to perform essentially the same services by the previous CONTRACTOR.

2.4. DriveCam. DriveCam, or a comparable system acceptable to ATN, and related software and upgrades shall be provided by and installed by CONTRACTOR at CONTRACTOR's cost into ATN fleet vehicles. DriveCam, or comparable system capital and ongoing operating costs must be assumed by CONTRACTOR. If First Transit is the sole owner of the DriveCam cameras ATN shall retain full ownership of the DriveCam. If, however, First Transit leases the DriveCam cameras, ownership of the cameras shall not pass to ATN at the conclusion of the Agreement.

2.5. Training. CONTRACTOR shall be responsible for all training functions, including qualifications, re-training, and any and all other responsibilities necessary for the provision of an adequate training program necessary for the provision of transportation services in a manner that is fully consistent with both state and federal law, including without limitation Federal Transit Administration ("FTA") requirements. CONTRACTOR shall maintain and provide ATN access to all personnel training records. CONTRACTOR shall fully cooperate with ATN on the provision of Customer Services and internal electronic equipment training, which is provided by ATN.

2.6. Safety. CONTRACTOR shall maintain a superior training program, as determined by ATN, to meet all state, federal and local laws, regulations and requirements. CONTRACTOR shall maintain all personnel safety records, DMV pull notice system, etc. ATN shall have full access to the safety records.

2.7. Personnel Scheduling. ATN shall provide to CONTRACTOR a weekly ART operating schedule. CONTRACTOR shall schedule adequately trained personnel (fleet operators), as needed for the full, timely and complete provision of transportation services.

2.8. CONTRACTOR shall provide high quality, customer service oriented transit service for the Anaheim Resort. ATN will monitor the service closely to ensure that all contractual responsibilities are met.

2.9. CONTRACTOR shall ensure that Fleet Operators meet the following standards:

- a. Operators will meet approved appearance standards.
- b. Operators must be in uniforms approved and provided by ATN whenever they are operating fleet vehicles.
- c. Each operator must report to CONTRACTOR's Dispatcher before starting his/her shift and at the end of his/her shift, to ensure that all appearance and uniform standards are met.



- d. Each operator will complete training in customer service to ensure high quality passenger service and sensitivity.
- e. Empathy training for sensitive populations
- f. Operators will be aware of basic resort features and operating details and shall answer guest questions in a friendly and positive manner.
- g. Absolutely no smoking will be allowed by operators in fleet vehicles or in close proximity to the vehicle entrance.
- h. Operators will not solicit tips from any party under any circumstances.

2.10. CONTRACTOR must be available, and /or be able to acquire in a timely fashion, any additional equipment and/or personnel required for its performance under the Agreement. Any proposed modification to the routes/schedules must be furnished to ATN fifteen (15) days prior to the proposed service charge. Route modifications caused by non-recurring events (e.g. freeway accidents) are the responsibility of CONTRACTOR. Route modifications necessitated by recurring events (e.g. street closures) are also the responsibility of CONTRACTOR, but must be approved by ATN. In case of emergency, CONTRACTOR shall respond to modifications to service immediately upon request of ATN.

2.11. CONTRACTOR shall refer all media requests regarding the terms of this Agreement or CONTRACTOR's relationship with ATN to ATN and shall not provide any information without prior approval by ATN. CONTRACTOR shall not issue a press release or initiate other media contact regarding the terms of this Agreement or CONTRACTOR's relationship with ATN without first receiving approval from ATN, except for any release or request mandated or otherwise required by law, in which case CONTRACTOR shall provide ATN advance notice.

2.12. CONTRACTOR shall ensure that all personnel cooperate with any operational procedures pertaining to survey work, including the distribution of survey questionnaires, etc. CONTRACTOR shall cause all Fleet Operators to cooperate and comply with reasonable requests to collect data on passenger counts, and distribute notices, schedules, or other promotional materials to passengers in connection with the services provided.

2.13. CONTRACTOR shall be required to attend all meetings and/or training sessions as required by ATN. CONTRACTOR may be excused from attendance only by prior written consent from ATN.

3. CONTRACTOR STAFF REQUIREMENTS

3.1. CONTRACTOR shall provide the necessary management and administrative personnel whose expertise will ensure efficient operation of contracted fleet services. CONTRACTOR shall assign a dedicated management team to the project. CONTRACTOR shall have management available consistent with the days and hours of operation of the service.

3.2. Key Personnel. The following positions shall be provided by CONTRACTOR and designated as Key Personnel under the terms of this Agreement. CONTRACTOR shall not replace the Key



Personnel without the written consent of ATN; said consent shall not to be unreasonably withheld or delayed. CONTRACTOR shall submit a resume to ATN for any proposed replacement candidate and ATN will require an interview of the proposed replacement candidate.

3.2.1. General Manager. The General Manager is responsible for the management oversight of the contract operation for the contracted fleet services and its components. The General Manager must have a minimum of 8-10 years of management and supervisory experience in public transportation operations. The General Manager must be fully dedicated to this project and be based out of ATN's Anaheim, CA facility. CONTRACTOR shall not replace the General Manager without the written consent of ATN. CONTRACTOR shall submit a resume to ATN for any proposed replacement candidate and ATN shall require an interview of the proposed replacement candidate. The General Manager shall demonstrate, by decision and action, competency in all aspects of ATN's service types. The General Manager shall manage the operating records for services provided under this contract.

3.2.2. Operations Manager. The Operations Manager shall be responsible for all management and day-to-day operations of service and must maintain consistent and sufficient contact and communications with ATN. The Operations Manager should be assigned to general supervision, investigation and response to customer comments and helping to ensure quality service. The Operations Manager will act as back-up for the project management functions. The Operations Manager must have a minimum of five (5) years supervisory experience in public transportation operations or a related industry.

3.2.3. Safety/Training Manager. CONTRACTOR shall assign a full-time Safety/Training Manager, dedicated to this project to ensure that ATN's safety and training standards are maintained and achieved. This position shall be separate from the General Manager or Operations Manager, and the Safety/Training Manager assigned shall be approved by ATN. The Safety/Training Manager must have a minimum of five (5) years experience with full knowledge and extensive experience in all facets of safety related topics, regulations and responsibilities.

3.3. Vacancy of Key Positions. If during the course of normal employee turnover, any of the above-described positions remain open for a period in excess of 30 calendar days, ATN may deduct from payments due CONTRACTOR the salary and benefits of the position, plus a penalty of \$200.00 for each day in which the position remains unfilled beyond the first 30 days.

3.4. Project Staffing – Operations. At a minimum, the following project staff will be provided by CONTRACTOR to ensure the efficient operation of services:

3.4.1. Fleet Operators. CONTRACTOR shall recruit and train a sufficient number of Fleet Operators to provide the services described in this Agreement. Fleet Operators must meet the following qualifications/requirements prior to being allowed to perform in revenue service:

- a. Possess and maintain a license to operate a fleet vehicle in the State of California with a valid Class B license with an endorsement, Verification of Transit Training (VTT) Certification, as well as, maintain a valid medical certificate and any other licenses or certificates required by applicable federal, state, or local regulations;
- b. Must be able to speak, understand, write and read English;



- c. Undergo and pass a drug and alcohol screening at a facility approved by ATN in compliance with federal regulations.

3.5. Safety and Training.

3.5.1. Trainers must be provided to conduct classroom, behind the wheel and in-service training and instruction of Fleet Operators and must have a minimum of one (1) year driving experience.

3.5.2. Training responsibilities include, but not limited to: maintain fleet operator training records, conduct quarterly safety meetings, coordinate Department of Motor Vehicle (DMV) Pull Notice Program, coordinate CONTRACTOR'S Drug and Alcohol Program, and participate in accident/incident investigation with Road Supervisors, staff and project management.

3.5.3. Trainers must have a minimum of one (1) year driving experience, possess all fleet operator required credentials and in addition, either a (1) State of California, Department of Education school fleet operator instruction certificate; or (2) Transportation Safety Institute (U.S. Department of Transportation) Transit Trainer's Certificate. Trainers must meet all license and certification requirements to operate a vehicle in revenue service.

4. PROJECTED REVENUE VEHICLE HOURS

4.1. The number of annual Revenue Vehicle Hours (RVH) to be provided under the Agreement is an estimate of the service level required to meet the demand for service described in this Scope of Services; this estimate may be subject to change. This estimate is not to be interpreted as a guarantee that CONTRACTOR will operate the estimated number of RVH for any given year. CONTRACTOR should consider this estimated number as ATN's best estimate and that actual operated RVH for any given year may be higher or lower than the estimate. The estimated RVH are as follows:

Contract Year 1:	7/30/14 through 6/30/2015	220,000
Contract Year 2:	7/1/15 through 6/30/2016	240,000
Contract Year 3:	7/1/16 through 6/30/17	250,000
Contract Year 4:	7/1/17 through 6/30/18	250,000
Contract Year 5:	7/1/18 through 6/30/19	250,000

5. PERSONNEL

5.1. CONTRACTOR shall be solely responsible for maintaining an adequate quality labor force, and for the satisfactory work performance of all employees under reasonable performance standards established by ATN, subject to labor disputes, walkouts, strikes, impasse, and the like beyond CONTRACTOR's control.



5.2. CONTRACTOR shall be solely responsible for payment of all employee's wages and benefits and subcontractor's costs. Without any additional expenses to ATN, CONTRACTOR shall comply with the requirements of employee liability, worker's compensation, employment insurance, and Social Security.

5.3. ATN must be notified in writing of new hires or reassignments of key project personnel. CONTRACTOR will provide ATN with the names and other identifying information of all current drivers of CONTRACTOR who have any responsibility regarding ART services.

6. PERSONNEL PERFORMANCE STANDARDS

6.1. Regularly assigned drivers or a fully trained back-up driver must be available and on time to ensure consistent and reliable service.

6.2. All personnel are responsible for knowledge of the service system design, including the routing and stops, fare policy, schedules, access to major destinations, and regional service connectors, ADA requirements as it relates to stop announcements and physically challenged passengers, etc. All personnel must maintain a courteous attitude, answering to the best of their ability any passenger questions regarding the provision of service. Personnel must also report all passenger complaints and operational problems to management staff.

6.3. CONTRACTOR shall describe how the performance of the drivers and managers will be monitored and evaluated. For example, the drivers should be evaluated in terms of courtesy, security, schedule adherence, safe driving records, and ability to efficiently operate electric vehicles. If the Project Manager is responsible for managing these activities, his/her time allocation should be reflected accordingly.

7. STAFFING PLAN

7.1. CONTRACTOR shall develop a written staffing plan that describes in detail the performance and functions of all management personnel and other key personnel. An essential component of this plan should be a list of positions necessary to support the provision of service, including drivers and managers.

7.2. CONTRACTOR shall be responsible for notifying ATN regarding any changes in proposed personnel policies, duties, or hours that deviate from the Proposal. Personnel changes include the following positions: general manager, operations manager, , and training and safety manager,.

8. PROJECT MANAGEMENT

8.1. CONTRACTOR will designate a General Manager to oversee the proper operations of CONTRACTOR's services.

8.2. The General Manager will provide overall management and will be responsible for all operating facets of the operations.

8.3. On-line supervision shall include, but is not limited to, the following duties:



- a. Training and scheduling of all regularly assigned personnel.
- b. Arranging the assignment of quality back-up personnel whenever necessary.
- c. Distribution and collection of operating reports.
- d. Supervision of all staff to ensure the provision of quality service that meets or exceeds the requirements of this Agreement.

8.4. Operations Manager shall include, but is not limited to, the following:

- a. Preparation of monthly summaries of operations data on a line by line basis.
- b. Maintenance of project accounts.

9. FLEET OPERATORS

9.1. Fleet Operators will work a schedule that ensures a consistent and overall high quality of service.

9.2. Operators must have proficient understanding and use of the English language, a valid California Class II or Class B (with appropriate endorsements) Driver's License and Medical Examiner's Certificate, as well as any other licenses required by applicable federal, state, and local regulations.

9.3. CONTRACTOR shall comply with all applicable existing future federal, state, and local regulations concerning drug testing of employees, when applicable. Such programs shall be explained to Fleet Operators.

9.4. Training must place significant emphasis on techniques for dealing with the public in a helpful and courteous manner to achieve the maximum level of customer service; this requirement pertains to regularly assigned and relief Fleet Operators. Due to the critical importance of customer relations training for drivers, CONTRACTOR must provide a detailed description of its driver training program, including customer service and sensitivity training guidelines.

9.5. CONTRACTOR shall conduct pre-employment DMV checks of all personnel including independent CONTRACTOR or subcontracted employees hired for service, and shall check DMV records at least every six (6) months for accidents, vehicle code violations, and valid driver's licenses of its employees whose jobs require them to operate vehicles. This information shall be made available for review by ATN upon request.

9.6. Drivers must be promptly trained and supervised in order to ensure proper energy conservation techniques for electric vehicles are being utilized on a daily basis.

10. INFORMATION TECHNOLOGY



10.1. Information Technology, Voice and Data Infrastructure. All ATN-supplied software applications shall remain the property of ATN. ATN shall provide computer hardware and services and applications ATN requires CONTRACTOR to operate.

10.2. Administrative Telephones. CONTRACTOR is responsible for the installation and maintenance of any telephone lines and equipment to support CONTRACTOR'S administrative requirements which are above and beyond that provided by ATN. ATN shall provide up to seven (7) work stations with computer and phone equipment. Notwithstanding anything to the contrary contained in this Agreement, other than the cellular phones for CONTRACTOR's management staff, ATN shall provide all other telephone services.

10.3. Facsimile Machine. ATN will provide one plain paper facsimile machine. CONTRACTOR is responsible for the installation of additional equipment to support CONTRACTOR'S administrative requirements which are above and beyond that provided by ATN.

10.4. Information Technology Services. ATN will provide and manage resources to effectively and competently operate and maintain its own technology assets. CONTRACTOR is responsible for the installation of additional equipment to support CONTRACTOR'S administrative requirements which are above and beyond that provided by ATN.

10.5. Information Technology Assets Provided by ATN. ATN shall provide the following assets and resources to be operated and managed by CONTRACTOR:

- a. Cable Plant for LAN Applications. ATN's facility, available for use to host CONTRACTOR'S operation, is wired for local area network applications.
- b. Server Computer Hardware. ATN shall supply server computer hardware in support of the software applications that are required to be housed locally at the Irvine Sand Canyon facility.
- c. Uninterruptible Power Supplies. ATN shall supply uninterruptible power supplies in order to protect the servers and networking equipment from electrical surges along with having the backup capacity to allow for graceful shutdowns of servers during the course of a power outage.
- d. WAN Communications. ATN shall supply and manage WAN communications.
- e. Future IT Assets. As a practice, ATN provides for annual software and hardware maintenance agreements with the appropriate firms for assets that are deployed during the contract period.
- f. Other Software Assets. At ATN'S direction, CONTRACTOR shall be required to learn and use additional software applications that shall be maintained and managed by ATN.
- g. Comments/Compliments/Complaints. Transtrack web-based application is used to record, track and manage customer feedback on Fleet Operators and services. This application shall be delivered to CONTRACTOR.



- h. GFI GENFARE. This application is used to record ridership and revenue data from all electronic fareboxes. This application shall be delivered to CONTRACTOR.
- i. On-board Video Surveillance System (VSS). ATN will provide hardware to be utilized for ATN staff to monitor all facilities. ATN will provide all required maintenance to VSS equipment, unless equipment was subject to abuse or misuse by CONTRACTOR.

10.6. CONTRACTOR'S Responsibilities for Information Technology. CONTRACTOR shall be responsible for providing and managing all other IT assets, not provided by ATN, needed to support its obligations under this Agreement. CONTRACTOR shall be responsible for standard IT practices and functions that result in safe, reliable, secure and efficient IT services.

10.7. Computing Security. CONTRACTOR shall employ rigorous security practices to ensure a safe computing environment that protects CONTRACTOR's respective network and IT assets, and ATN's network and IT assets. CONTRACTOR shall not, without ATN approval, remove confidential customer data from the Anaheim facility on portable devices such as laptop computers, zip disks, portable hard drives, or USB thumb drives. CONTRACTOR shall make it a priority to protect the confidentiality of sensitive customer data.

10.8. Standard Business Software. CONTRACTOR shall be responsible for providing all software required for general administrative and business support beyond those provided by ATN to fulfill its obligations under this Agreement. CONTRACTOR shall be responsible for providing the necessary desktop computers to host these additional applications.

10.9. Radio Communications. ATN shall provide voice radio communications equipment, services and maintenance for all assigned revenue vehicles, and hand-held mobile radios for Managers. ATN shall provide maintenance of all ATN-provided equipment with the exception of damages and/or repairs resulting from CONTRACTOR negligence, misuse/abuse or loss. In the case of a repair resulting from the negligence of CONTRACTOR, ATN shall perform the repairs and deduct the cost of the repair from the most current unpaid invoice received from CONTRACTOR. Alternatively, with prior written approval from ATN, CONTRACTOR may be permitted to perform the repairs at their expense. Any repairs so undertaken shall be performed to ATN'S satisfaction. If said repairs are not performed to ATN'S satisfaction, ATN reserves the right to perform the corrective repairs and deduct the cost from the most current unpaid invoice received from CONTRACTOR. Whether to allow CONTRACTOR to self-perform any repair shall be evaluated on a case-by-case basis and only allowed with written advanced approval from ATN. A trouble list shall be sent daily to ATN'S Project Manager or his designee (i.e., ATN'S Senior Maintenance Field Administrator) to schedule necessary radio maintenance and generate a work order.

11. TRAINING REQUIREMENTS

11.1. Fleet Operator Training. CONTRACTOR shall be responsible for all training of Fleet Operators including training on ATN organization, service policies, passenger fares and overview of other ATN services. ATN shall provide CONTRACTOR with ATN's policies and procedures for safety and training. CONTRACTOR shall be responsible for the provision of qualified training staff to conduct behind-the-wheel Fleet Operator training and other training as determined by CONTRACTOR.

11.2. Training Standards. CONTRACTOR shall design, schedule and conduct ongoing training procedures that shall train and prepare all Fleet Operators assigned to ATN'S contract in a manner that conforms to all state and local laws and assures ATN'S operational objectives below are met.

- a. Provide service in a manner which is safe and reliable;
- b. Provide service which shall maximize customer service; and
- c. Provide service in a manner that shall maximize productivity.

11.3. The Fleet Operator's training course shall meet the requirements of all appropriate California statutes and consists of each Fleet Operator receiving a minimum of thirty-five (35) hours of instruction, which includes:

- a. ATN's policies and procedures for fixed route services (Provided by ATN);
- b. Eight (8) hours of defensive and safe driving;
- c. Twenty (20) hours of behind-the-wheel training in all types of vehicles to be operated under this contract;
- d. Americans with Disabilities Act (ADA) training that covers assisting individuals with disabilities, service animals & mobility devices;
- e. Lift/wheelchair tie down techniques and specific ATN procedures for the transport of passengers with wheelchairs and other mobility devices;
- f. Operation of radio (voice and data) in accordance with Local, State and Federal regulations;
- g. Customer service training (Provided by ATN);
- h. Fare collection and trip classification and counting (Provided by ATN);
- i. Air brake training;
- j. Four (4) hours of mandatory refresher training for Fleet Operators with repeated and accumulated minor infractions; and
- k. Fleet Operator conduct and inappropriate behavior training (Provided by ATN).

11.4. ATN Provided Training. ATN reserves the right to revise CONTRACTOR'S training program(s) in order to comply with Federal, State, or local laws regarding fleet operator certification or level of training requirements. In the event Federal, State, local laws change affecting fleet operator certification or level of training required. CONTRACTOR shall be responsible for adopting any and all changes to their fleet operator training program.



11.5. Training Vehicles. ATN can and is willing to provide access to Training Vehicles. If CONTRACTOR desires to provide additional vehicles to meet its training needs, CONTRACTOR shall be responsible for all fueling and maintenance costs. ATN is willing provide fuel and maintenance and bill CONTRACTOR accordingly for services and supplies rendered.

11.6. Blood Borne Pathogens Training. CONTRACTOR shall be required to establish a written Exposure Control Plan designed to eliminate or minimize employee exposure to blood borne pathogens and/or body fluids. All Fleet Operators, Road Supervisors, Vehicle Service Workers and any other employee that may come in contact with blood borne pathogens or bodily fluids will be required to have blood borne pathogen/bodily fluid training prior to starting their jobs. Blood borne pathogen kits will be made available in all Road Supervisor vehicles and safety sensitive areas. The kits shall be purchased and maintained by CONTRACTOR. The contents of the kit must be replaced as they are used or become damaged.

11.7. CONTRACTOR shall provide the following training and safety program that at a minimum consists of:

- a. A safe driving awards program;
- b. Monitoring and inspection of Fleet Operators' Motor Vehicle Records at least every twelve (12) months through participation in the California Department of Motor Vehicles Pull Notice Program; and
- c. Promotion and reinforcement of driving and safety principles by CONTRACTOR management, policies and programs.

11.8. ATN reserves the right to request revisions to CONTRACTOR's training program(s) in order to comply with Federal, State, or local laws regarding fleet operator certification or level of training requirements or to meet ATN's customer service training needs. CONTRACTOR shall promptly comply with any reasonable request from ATN to revise CONTRACTOR's training program(s) and ATN may suspend performance unless and until CONTRACTOR has fully complied with any such reasonable request.

11.9. Documentation of Training. CONTRACTOR shall maintain a list of Fleet Operators who have completed the required training program for operation of fleet services described in this Scope of Services. This list shall be updated monthly and provided to ATN (with monthly invoice) as additional active Fleet Operators are trained or removed from service. The list of Fleet Operators shall include, at a minimum, the following:

- a. Name and badge number
- b. Hire date
- c. Date of certification
- d. Hours of initial training
- e. CDL license number and expiration



f. Medical certificate.

11.10. CONTRACTOR must maintain a record of all training completed by each Fleet Operator and must provide a copy of these records upon request of ATN or other compliance agency (i.e. DMV or California Highway Patrol (CHP)).

11.11. In the event Federal, State, local laws change affecting fleet operator certification or level of training required, CONTRACTOR shall be responsible for adopting any and all changes to their fleet operator training program.

12. SAFETY PROGRAM

12.1. CONTRACTOR shall at all times abide by CONTRACTOR's established written safety program as described in the Proposal. CONTRACTOR's safety program shall at a minimum comply with applicable federal regulations of the Occupational Health and Safety Administration, and any amendments thereto, as well as any other pertinent federal, state, and/or local safety or environmental laws, codes, rules or regulations.

12.2. CONTRACTOR shall ensure that regular and continuous formal safety instruction for all personnel assigned to perform any activities under this Agreement is provided and shall require them to attend regularly scheduled safety meetings at least four times per year, or more frequently, as required.

12.3. CONTRACTOR shall maintain an incentive and safety program to support ATN's goal of providing a high quality service. ATN supports the use of a safe driving program that includes meetings, incentives, as well as participation in a "Safety First" competition. These programs must be detailed in writing and implemented routinely.

12.4. Accident/Incentive Reporting. CONTRACTOR shall notify ATN's Dispatch or its designee immediately after the occurrence of any of the following accidents/incidents:

- a. Collisions between a vehicle and another vehicle, person or object;
- b. Passenger accidents, including falls to passengers who are entering, occupying or exiting the vehicle;
- c. Inappropriate behavior on-board the vehicle; and
- d. Disturbances, ejection, fainting, sickness, deaths or assaults.
- e. Accidents the driver witnesses;
- f. Vandalism to the vehicle while in service;
- g. Passenger complaints of injury or property or other circumstances likely to result in the filing of claims against CONTRACTOR or ATN; and
- h. Any passenger, driver and service complaint that arises from an accident.



12.5. CONTRACTOR should ensure proper follow up on any accidents or incidents, where appropriate, to ensure that any unresolved safety hazards or liability issues are address. Copies of reports prepared for any of the above must go to ATN's Director of Operations and ATN's Safety & Training Manager. If loss of service occurs or a major incident that will likely receive media coverage, CONTRACTOR shall notify ATN's Central Communication dispatcher in addition to ATN's Director of Operations and ATN's Safety & Training Manager.

12.6. In addition to CONTRACTOR'S own safety procedures, CONTRACTOR shall implement and enforce all safety requirements that are standard in the industry and/or required by ATN. CONTRACTOR shall observe all ATN safety work rules, regulations pertaining to sexual harassment, and a drug and alcohol free environment while on property and/or while on duty.

12.7. Due to the level of activities at ATN facilities and the large number of vehicles and employees, yard congestion and safety is a viable concern. In order to avoid personal injuries or property damage, the following procedures shall be followed in order to promote yard safety.

- a. Maximum yard speed is 10 M.P.H.
- b. Yield right-of-way to coaches backing out of the shop and parking stalls.
- c. Sound horn three times and check for clear passage before backing vehicles.
- d. Follow designated yard directional traffic flow. Do not drive across fleet stalls.
- e. Always be courteous and professional; never demand the right-of-way to the extent of causing an accident.
- f. Stop at designated "stop" markings in yard.
- g. Pedestrian traffic in or out of the vehicle access gates is prohibited.
- h. All personnel must wear appropriate reflective vest at all times while on property.
- i. All new hire personnel and prospective applicants are required to check-in and check-out with ATN front office personnel.

13. AUDIT AND INSPECTION OF RECORDS

13.1. CONTRACTOR agrees that ATN, or any of their duly authorized representatives, shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other data and records with regard to CONTRACTOR's services, and to audit the books, records, and accounts of CONTRACTOR.

13.2. At any time during normal business hours and as often as ATN may deem necessary and after reasonable notice, CONTRACTOR shall make available to ATN for examination, all records relating to CONTRACTOR's services hereunder. ATN shall have the authority to audit, examine, and make



excerpts or transcripts from records, including all invoices, materials, payrolls, records of personnel, and other statistical data relating to all matters covered by this Agreement.

13.3. ATN reserve the right to dispatch auditors of its choosing to any site where any phase of the services is being conducted, controlled, or advanced in any way. Such sites may include the home office, any branch office, or other locations of CONTRACTOR if such sites or the activities performed thereon have any relationship to the services covered by this Agreement. ATN auditors shall be provided with adequate and appropriate workspace in order to conduct audits and shall be allowed to interview any employee of CONTRACTOR. It is the responsibility of CONTRACTOR to ensure the cooperation of all employees with any procedure pertaining to the audit.

13.4. ATN may elect to authorize representatives of other funding partners to inspect, audit, and analyze the records of CONTRACTOR in performing services, or preparing any proposals for services.

13.5. CONTRACTOR shall maintain records for expenditures incurred directly or indirectly under this Agreement as it relates to the provision of service, start-up costs, or purchase of capital equipment authorized under this Agreement. Documentation shall include, but not be limited to, time cards, driver/dispatch log sheets, , invoices, and any other documents pertinent to the capital and/or start-up expenditures. A record of such expenditures by line item shall be maintained in a file and be made available for examination in accordance with this Agreement.

13.6. Records, in their original form, shall be maintained in accordance with the requirements covered by this Agreement and in support of service provision, start-up, capital expenditure, quarterly, monthly, and daily statistical reports. Such records shall be retained for a period of five (5) years after termination of this Agreement assuming all other pending matters (i.e. audits, litigation, governmental investigations or other actions involving CONTRACTOR records) are closed. ATN may, at its discretion, take possession of and retain said records.

13.7. Records in their original form pertaining to matters covered by this Agreement shall at all times be retained within Orange County unless authorization to remove them is granted in writing by ATN. Upon termination or completion of the Agreement, records may be relocated to CONTRACTOR's Corporate Office for long term storage. ATN shall be granted access to these records upon reasonable notice.

13.8. Results of record inspections may indicate the need for changes and/or modifications. CONTRACTOR shall cooperate with ATN to establish and improve the system and maintain flexibility so that modifications may be implemented quickly.

13.9. ATN must approve all of CONTRACTOR's accounting or administrative procedures used in the planning, controlling, monitoring, and reporting of all fiscal matters relating to audit documents.

13.10. CONTRACTOR shall maintain a system of internal fiscal control in accordance with generally accepted accounting practices. Internal fiscal control comprises the plan of organization and all of the coordinated methods and measures adopted within an organization to safeguard its assets, check the adequacy and the reliability of its accounting data, promote operating efficiency, assure adherence to prescribed management policies, and properly account for income and expenses.

13.11. CONTRACTOR agrees that, should ATN determine that CONTRACTOR's record keeping, reporting techniques, or data collection are inadequate to allow for effective monitoring and evaluation of the program, ATN shall have the right to demand whatever method it deems adequate to correct such deficiencies in matters pertaining to performance under this Agreement.

13.12. The Cost to correct insufficient record keeping, reporting techniques, or data collection will be borne by CONTRACTOR.

13.13. Financial reports required to be prepared and submitted by CONTRACTOR to ATN shall be accurate in all respects. Should inaccurate reports be submitted to ATN, ATN may require CONTRACTOR to secure the services of a licensed accounting firm. The cost of such accounting services shall be borne by CONTRACTOR.

13.14. Records shall be maintained in accordance with requirements prescribed by ATN with respect to all matters covered by any subcontract. Such records shall be retained within Orange County for a period of five (5) years, unless authorization to remove them is granted in writing by ATN.

13.15. Expenditures pertaining to subcontractors shall be supported by properly executed documents evidencing in detail the nature of each expense.

13.16. At such time and in such forms as ATN may require, there shall be furnished to ATN such statements, records, reports, data, and information as ATN may request pertaining to matters covered by any subcontract.

13.17. These records shall be made available to the City for copying, audit, and inspection at any time during normal business hours.

14. EMPLOYEE STANDARDS AND REQUIREMENTS

14.1. Employee Turnover. ATN recognizes the expense and negative effect of employee turnover. Therefore, CONTRACTOR must demonstrate they have an acceptable recruitment and hiring program that is intended to minimize employee turnover and retain a high quality work force.

14.2. Personnel Policies. CONTRACTOR shall have personnel policies in effect that conform to all state and federal laws including, but not limited to, all regulations concerning Equal Employment Opportunities, FTA Drug and Alcohol Regulations, Compensation, Worker's Compensation, and other regulations as appropriate.

14.3. CONTRACTOR shall maintain at all times a current list of personnel assigned to ATN'S contract and provide ATN with an updated employee list each month and when otherwise requested.

14.4. Weapons. When working under ATN'S contract, employees may not have weapons in their possession or on ATN property or vehicles.

14.5. Use of Electronics/Entertainment Devices.

14.5.1. For the safety of the Fleet Operator and the safety of our passengers, CONTRACTOR shall not allow any operator to use any entertainment device while in service.



14.5.2. ATN has a zero tolerance policy for the use of a cell phone while operating a revenue service vehicle, with the exception of verified emergency situations. CONTRACTOR must also adopt a zero tolerance policy and shall describe their procedure for training employees in this policy.

14.6. Alcohol and Illegal Substances. Purchasing or consuming illegal substances or alcoholic beverages while in a company uniform shall not be allowed. It shall be CONTRACTOR'S responsibility to terminate any employee observed doing so. The policies for addressing such incidents should be included in CONTRACTOR'S Drug and Alcohol Policies. CONTRACTOR'S Drug and Alcohol Policies must also comply with FTA Drug and Alcohol Regulations.

14.7. Designated Smoking Areas. ATN promotes and supports a smoke free work environment. There is no smoking allowed in ATN vehicles or anywhere in ATN facilities. ATN has designated smoking areas at the facility. CONTRACTOR staff must observe such restrictions.

14.8. Inappropriate Behavior. ATN has a zero tolerance policy for inappropriate and unsafe behavior. CONTRACTOR'S personnel policies must clearly address how inappropriate and unsafe situations shall be handled. CONTRACTOR must also adopt a zero tolerance policy and shall describe their procedure for training employees in this policy.

14.9. Customer Comments. Any customer comments received directly by CONTRACTOR must be referred to ATN'S Customer Relations staff for proper handling. Should CONTRACTOR receive notification from other than ATN that an employee is allegedly involved in a criminal activity including inappropriate behavior; CONTRACTOR shall notify ATN'S Project Manager immediately.

14.10. Personnel Management. CONTRACTOR'S personnel policies shall include a mechanism for administering required progressive corrective action and discipline to address any occurrence where staff performance does not conform with established ATN and/or CONTRACTOR service standards. ATN retains the right to review and comment on CONTRACTOR'S personnel policies and the list of personnel assigned to ATN'S contract.

14.11. Removal of Employees.

14.11.1. ATN may require that any employee be removed from the project for excessive complaints, preventable accidents, or inappropriate behavior. ATN has a zero tolerance policy with regard to misconduct or inappropriate behavior. If an allegation of this nature is received, CONTRACTOR shall remove the employee from the project immediately pending investigation and resolution of the allegation to ATN'S satisfaction. Notwithstanding the foregoing, no employee shall be removed from the project if such removal from the project would violate the terms of the collective bargaining agreement which CONTRACTOR is specifically bound or local, state or federal laws, rules or regulations.

14.11.2. Any employee receiving three or more valid customer complaints within a consecutive 90-day period may be subject to a thirty (30) day probation period. During this period, ATN shall evaluate whether the employee is suitable for the project and make written recommendations to CONTRACTOR.

14.11.3. ATN shall notify CONTRACTOR, in writing, of any employee determined unsuitable. Within 24 hours of receipt of such notice, CONTRACTOR shall, at its sole discretion,



permanently remove the employee from the project or present to ATN a plan for correcting the employee's performance deficiencies. If ATN rejects the plan or the employee's performance deficiencies are not corrected to ATN'S satisfaction, CONTRACTOR shall be instructed to immediately remove the employee from the project. CONTRACTOR shall abide by such requests provided they are made in writing, state the reasons therefore and include any supporting documentation, and provided further that removal of such employee from the project does not violate the terms of the collective bargaining agreement which CONTRACTOR is specifically bound or local, state or federal laws, rules or regulations.

14.12. Dress and Appearance Standard.

14.12.1. ATN shall provide a uniform to be worn by all Fleet Operators when operating a vehicle in ATN service. It is CONTRACTOR'S responsibility to see that Fleet Operator uniforms remain in good repair, and do not appear old or worn out. Uniforms that are not in good repair must be replaced.

14.12.2. Fleet Operators shall be required to follow the grooming and appearance standards established by ATN:

Uniforms - Only Company authorized uniforms are permitted while on duty.

- a. ART Uniform Shirt – Should be clean, neat, pressed and in good repair and not faded
- b. Shirts must be tucked in at all times. Drivers who wish to wear shirts un-tucked must have shirts professionally cropped
- c. Dark blue or Black trousers or slacks – Should be clean, neat, pressed and in good repair
- d. No shorts are permitted
- e. No sagging or baggy pants
- f. Black Tie should be clean, neat, pressed and in good repair.
- g. Black or dark blue belt
- h. Black leather shoes or boots (polished)
- i. Black or dark blue socks/hosiery. No ankle socks
- j. Belt Buckle must be no more than 2 inches wide
- k. Company issued ID must be worn at all times



Personal Hygiene

- a. Due to working in close proximity with passengers and other ART Operators it is required that Operators use antiperspirant and/or deodorant
- b. Wear only mildly scented fragrance products. Strong or heavy scented products are prohibited

Hair

- a. Hair color is to be natural looking, no extreme colors or styles including bi-level or spiked styles.
- b. Do not bleach the tips of your hair
- c. Males: hair is to be cut above the collar and ears and if necessary neatly pulled back. Neatly trimmed mustaches and beards are acceptable
- d. Hair is to be neatly combed. Confine hair that is below shoulder length so that it does not fall forward over the face. Hair accessories are to be neutral color or a solid color matching the uniform

Makeup

Makeup should be natural looking and complimentary to the skin tone

Fingernails

- a. Keep fingernails clean, trimmed and presentable
- b. Fingernails should be kept no longer than $\frac{1}{4}$ " past the fingertip. Nail color should be conservative. Don't wear nail polish with the exception of clear polish for manicured nails

Contact Lenses

- a. Colored or tinted contact lenses must be natural looking
- b. Decorative or unnatural color lenses that are distracting are not permitted

Tattoos

- a. ALL TATTOOS are to be CONCEALED
- b. ART Operators who have visible tattoos on arms must wear long sleeve shirts
- c. ART Operators who have visible tattoos on neck, face or other exposed body part(s) must cover all visible tattoos.



Sunglasses

- a. Frames are to be conservative style. No extreme shapes
- b. Frames should be silver, gold, bronze tortoise shell, black or brown in color
- c. No mirrored lenses. Wear lenses that are a neutral color – lenses that allow the eye to be seen easily
- d. Eyes/vision is to be unobstructed

Jewelry

- a. Jewelry is to be kept to a minimum
- b. Necklaces, bracelets and ankle bracelets are not permitted
- c. Only one ring per hand (with the exception of wedding sets). No thumb rings
- d. Wear earrings that are a simple matched pair. Hoop and/or dangle earrings are not permitted. Only one earring is to be worn in each ear
- e. Body piercings are not permitted (except one pair of earring). No plugs or bandages to cover piercings

Shoes

- a. Only specified uniforms shoes are permitted
- b. Black or dark blue sock/Hosiery only

Cell Phones

Personal cell phones are to be off and concealed from sight at all times. Company issued cell phones are permitted when there is a business need. Cell phones cannot be used while on duty

14.13. Operator Tools. ATN provides all necessary operating equipment to the Operators. Operator equipment shall include manifests (trip sheets), clipboards and pencils/pens. Operators are required to take good care of equipment CONTRACTOR is required to provide Operators with an operable and accurate time piece.

14.14. The following items must be in the Operator's possession while operating an ATN fleet vehicle:

- a. Valid Commercial Operator License
- b. Passenger transport endorsement



- c. Valid Verification of Transit Training (VTT) certificate
- d. Valid medical certificate
- e. ATN system map
- f. Risk Management Report Kit
- g. Completed Daily Vehicle Inspection Report (DVIR)
- h. Detour information (as required)
- i. Riders' Alerts (as required)
- j. Accurate time piece
- k. ID Badge

15. FLEET VEHICLES - GENERAL REQUIREMENTS

15.1. The fleet vehicles shall not be used on any other service other than that specified by this Agreement without specific written authority from ATN.

15.2. It is ATN's intention to operate the electric vehicles as Anaheim Resort transportation vehicles. Should ATN decide to deploy electric buses in its operations, at a future date, the CONTRACTOR shall fully cooperate with the ATN to facilitate full deployment, implementation, staff training, reporting, and operations.

15.3. Only ATN approved exterior advertising is permitted on fleet vehicles. The exterior appearance of the vehicles will be coordinated by ATN. In no event shall CONTRACTOR be required by obligations to third parties to affix such advertising as would place CONTRACTOR in default of this Agreement.

15.4. At the end of each day, CONTRACTOR shall return to ATN all fleet vehicles and other equipment to ATN premises.

16. REPORTS

16.1. The Operations Manager, in accordance with the established reporting schedule, will prepare data reports to be submitted promptly to ATN. Electronic access to the reports, i.e. via an email system, is acceptable to ATN.



16.2. A Monthly Service Evaluation Report shall be submitted to ATN within ten (10) working days after the end of each month summarizing key service quality measures. This report shall be prepared by CONTRACTOR and shall be consistent with the information contained in other operating reports, which are also required by ATN.

16.3. Missed Trip/Incident Report.

16.3.1. A weekly Missed Trip/Incident Report shall be transmitted to ATN.

16.3.2. A monthly Summary of Missed Trips/Incident Reports shall be also submitted to ATN within ten (10) working days after the end of each month, which summarizes the information provided on the daily reports during each month.

16.4. A Daily Pre-Trip Inspection shall be completed by an operations supervisor and transmitted to ATN at the beginning of service each day. This report ensures an agreement between supervisors and drivers that vehicles have been cleaned and checked for normal safety items (e.g., lights, tires, wind shield wipers, brake system, glass, body, paint, etc.).

16.5. An accident report shall be transmitted to ATN within 24 hours of each accident involving a contracted vehicle. Any major accident involving injuries or significant damage to vehicles shall be immediately reported (regardless of hour or day) through direct person-to-person contact, by telephone or by facsimile, following written summary of the accident/incident. It is imperative that CONTRACTOR contact ATN immediately about any major accident/incident. If any service is missed as a result of the accident, a Missed Trip/Incident Report must also be completed and submitted to ATN within 24 hours.

16.6. A passenger Complaint Report shall be completed for each complaint received concerning ART services. This report shall be completed by CONTRACTOR regardless of whether the complaint (written or oral) was received directly by CONTRACTOR, or was forwarded to CONTRACTOR by ATN or a third party. A copy of each passenger complaint form shall be submitted to ATN within 24 hours of receipt by CONTRACTOR.

CONTRACTOR is required to monitor and document the on-time performance of each service vehicle. CONTRACTOR shall require that all drivers immediately report to dispatch each time they fall behind schedule (at a minimum, one-half the headway or ten (10) minutes late, whichever is less).

16.7. CONTRACTOR is required to provide data consistent with and necessary for the submission of the annual report as required by the Federal Transit Administration's National Transit Database ("NTD") Section 5307 Program, as currently constituted and as amended from time to time.

17. DESCRIPTION OF SERVICES AND SERVICE AREA

17.1. ART services will be composed of a series of routes that allow riders to circulate throughout the designated ART services area. All participating business establishments in the Anaheim Resort must be accessible via one of the ART routes. ATN shall have final authority to set routes and

stops for the ART services. ATN shall authorize all routes and stops in writing. CONTRACTOR shall not issue, publish, or release in any way route maps or stop locations that have not been authorized by ATN.

17.2. ATN will provide to CONTRACTOR a level of service in the form of monthly work orders ("Level of Service") that are designed to meet the ridership needs identified by ATN from month to month. ATN shall have final authority to establish the Level of Service for the ART services. CONTRACTOR shall not issue, publish or release in any way Level of Service standards that have not been authorized by ATN.

17.3. CONTRACTOR will work with ATN to the extent changes are needed in routes, stops, or the level of service.

17.4. ATN's Anaheim Resort Transportation (ART) service is provided 365 days per year in geographic areas of the City of Anaheim known as The Anaheim Resort® and the Platinum Triangle™, as well as in certain areas of the cities of Santa Ana, Orange, Garden Grove and Buena Park. The service areas are depicted on the map located at Exhibit 1. Typical operations are scheduled based on the operating hours for the destinations service by ART such as:

Disneyland® Resort	Knott's Berry Farm
Anaheim Convention Center	MainPlace Mall
Anaheim Stadium	The Outlets at Orange
Honda Center	Lodging Establishments (a total of 65)
The Shops at GardenWalk	City of Anaheim Metrolink Commuter Rail Stations

17.5. Future service expansions for ART services may be necessary based on the addition of fixed routes. Accordingly, ATN reserves the right to amend this list to include any additional fixed routes. Notwithstanding anything to the contrary contained in this Agreement, in the event of such future service expansions that result in a material increase in CONTRACTOR's overhead, the parties shall in good faith negotiate the rates at which services are to be provided to cover only material increases in CONTRACTOR's overhead for such added fixed routes, including but not limited to the addition of key personnel. Except as expressly provided in the preceding sentence, in the event of a service expansion, CONTRACTOR's rates provided in Sections 6.1 and 6.2 of the Agreement shall not be increased under any circumstance. The rates for such added fixed routes pursuant to this Section 17.5 shall be at a cost plus model for all administrative costs and the Variable Operating Rate for VSH as provided in Section 6.2. Anticipated RVH hours provided above include potential additional RVH for these services. Current ART services are comprised of three (3) specific, yet, related operating service delivery methods described below.

Anaheim Resort Transportation – Core Service – Routes 1 – 12

ART Core Services, Routes 1 through 12, operate 365 days per year on a fixed route system on a 20-minute headway schedule. One fleet vehicle is assigned to each route for operation from approximately 7 a.m. till 12 midnight. To meet fluctuation in demand for service, special events and other external functions, ATN assigns anywhere from two (2) to seven (7) floater fleet vehicles to assist with operations.

Anaheim Resort Transportation – Fixed Route – Routes 14 – 19



ART's traditional fixed route service is represented by Routes 14 through 19. Fixed routes are operated 365 days per year on a fixed operating schedule, not headway schedule. Route 17 operates Monday through Friday, excluding holidays. Operating schedules are developed by ATN and may be adjusted every six (6) months, in consultation with CONTRACTOR.

Anaheim Resort Transportation – Downtown Circulator – Route 20

Route 20, or Downtown Circulator, is provided by ATN to connect Anaheim Resort area's parking locations with the primary destinations of The Anaheim Resort™. This service is provided 365 days per year and operations are continuous on a pre-designated route and schedule is based on the operating hours of The Disneyland® Resort District.

ATN's fixed route system provides service on a set schedule with designated stops. These routes may have smaller passenger loads and utilize smaller vehicles. Some routes operate in areas that cannot be served with full-size transit coaches and others may operate seasonally. ATN routes operate 365 days, with hours of operation from approximately 7:00 a.m. and 12:00 a.m.

Service changes shall occur two (2) times a year, in March and October. If CONTRACTOR elects to conduct operator's bids, they shall concur with ATN changes unless otherwise authorized by ATN. Route schedules are developed and distributed by ATN. ATN shall provide CONTRACTOR with schedules and headways for each route, showing all trips, time points, stops, layovers, total scheduled revenue miles and hours, and total layover hours. New paddles and route summary information shall be distributed each time there is a service change. Route of line sheets (ROLS) or turn-by-turn directions are distributed when there is a change in routing, deadheading instructions, or general information. CONTRACTOR may make recommendations on run cutting and look for opportunities to interline and provide other scheduling support as necessary to ensure efficient fleet utilization with minimum deadhead movement. ATN shall provide public schedules, and route maps at each service change.

17.6. Service Levels. The number of annual RVHs on July 1, 2014, will be approximately 160,000. During the first year of the contract, ATN is planning to add route assignments and RVH during the regularly scheduled service changes. Service for all routes will be scheduled by ATN and provided to CONTRACTOR for operation. Three months of actual operating data for all ART routes are attached.

18. FARES

18.1 ATN shall determine and set all fares. CONTRACTOR shall enforce ATN'S fare policies and ensure that fares recorded are consistent with ATN'S policy as documented in ATN'S fare matrix. ATN staff shall provide at least a thirty (30) day notice of any change to ATN'S fare policy and will coordinate such changes with CONTRACTOR.

Fares for Service

One-way Cash Fare -- Each boarding	\$3.00
One-way Cash Fare -- Each boarding Seniors (65 & over) and persons with disabilities	\$1.00
One-way Cash Fare -- Each boarding Children 3-9	\$1.00

One-way Cash Fare -- Each boarding Children 3 and under	Free
1-Day Pass - Unlimited use on all local routes (Until 02:59 A.M.)	\$5.00
3-Day Pass - Unlimited use on all local routes (Until 02:59 A.M.)	\$12.00
5-Day Pass - Unlimited use on all local routes (Until 02:59 A.M.)	\$20.00
Metrolink Ticket	Free

18.2. Fare Procedures. ATN shall provide CONTRACTOR with GFI fareboxes for all revenue service vehicles. CONTRACTOR shall not put any fleet vehicle into service or provide service without an operational GFI Farebox. ATN shall maintain these fareboxes throughout the term of the Agreement including preventive maintenance and all repairs.

18.3 CONTRACTOR shall follow all fare collection procedures of ATN. ATN shall be responsible for providing fare collection training to all CONTRACTOR's staff. CONTRACTOR shall enforce all ATN's Fare Collection practices and procedures.

18.4 CONTRACTOR shall provide:

- a. Monitor Fleet Operators to ensure that they follow ATN procedures
- b. Use tripsheets provided by ATN weekly if, and only if, a GFI farebox is experiencing difficulties or becomes non-functional

18.5 CONTRACTOR shall provide access to its personnel by ATN's training staff for training all Operators on proper GFI farebox usage and maintaining the unclassified revenue percentage to ATN's standards. All cash fares shall be deposited into GFI farebox and will be collected by ATN staff.

19. MONTHLY DATA COLLECTION AND REPORTING

19.1. CONTRACTOR must develop and implement tools and data reconciliation policies and processes that will assure integrity of the reporting data.

19.2. CONTRACTOR shall prepare and submit daily and monthly operating reports as indicated below. Monthly operating reports are to be submitted to ATN, with the monthly service invoice(s) on or before the 10th business day of the following month, by 16:59 pm Failure to submit reports as required by ATN shall result in liquidated damages of \$100 per day per report.

19.3. Monthly Run Level Detail Report and Service Summary. The Run Level Detail Report is to document daily, by run, the service date, run number, employee ID number, employee first name, employee last name, vehicle number, driver name, run pull out time, run pull out odometer, run start time, run start odometer reading, lunch start time, lunch end time, end of run time, end of run odometer, run pull in time, run pull in odometer, total hours, total miles, revenue vehicle hours, total deadhead hours and vehicle miles and missed service.

19.4. National Transit Data (NTD) Base Reporting. The Federal Transit Administration requires public transit fleet operators to annually report specified operating, performance and vehicle data as a condition of receipt of federal funding. CONTRACTOR will be required to assist ATN in the collection and development of the required NTD base reports. It is the intent of ATN to provide 100% reporting.

19.5. Employee Data. CONTRACTOR must provide a monthly summary (count) of employees by position and status (full-time/part time).

19.6. Safety and Security Reports. CONTRACTOR must report all safety and security related incidents as required by FTA on a monthly basis.

19.7. Monthly Accident Summary. CONTRACTOR shall submit a summary of all accidents and incidents that occurred during the month on an Accident and Incident Log. ATN uses TransTrack database system. CONTRACTOR shall be provided with access to the database and shall be responsible for all required ATN reporting functions.

20. INSPECTIONS

20.1. All work to be performed by CONTRACTOR hereunder (which shall include all services performed, material furnished or utilized in the performance of services) shall be subject to inspection and review by ATN to the extent practicable at all times and places during the term of this Agreement. All inspections by ATN shall be made in such a manner as to not unduly delay that work. ATN shall have the right to enter any area of the Facility used by CONTRACTOR for the purpose of inspecting and auditing all data and records which pertain to CONTRACTOR's work.

20.2. If any CONTRACTOR work is not performed in conformity with the requirements of this Agreement, ATN shall have the right to require CONTRACTOR to perform that work again in conformity with such requirements at no increase in the total due under the Agreement. When the work is of such a nature that the defect cannot be corrected by re-performing that work, ATN shall have the right to: (1) require CONTRACTOR to immediately take all necessary steps to ensure future performance in conformity with the requirements of the Agreement; and (2) reduce the compensation level for that event to CONTRACTOR to reflect the reduced value of the work performed. In the event CONTRACTOR fails to promptly perform again or take necessary steps to ensure future performance in conformity with the requirements of this Agreement, ATN shall have the right to have the work performed by a third party and charge CONTRACTOR (by offset or otherwise) for the costs or expenses incurred by ATN that would constitute normal compensatory damages for CONTRACTOR's breach that are directly related to the performance of such work, or terminate the Agreement as provided in Section 21.

20.3. Red Tagged Vehicles. If, in the opinion of ATN, the vehicle does not meet ATN safety standards, it may be "red tagged." A vehicle that has been "red tagged" shall not go into service.

20.4. Daily Pre-Op Inspection, Defect Report Cards. Each Operator shall inspect vehicles daily before pulling out of the yard in accordance with state requirements. If there are any defects, the Operator must enter the defects on a Defect Report Card (or some similar CONTRACTOR provided document) as required by the California Vehicle Code. If there are no defects, the Operator must sign and date the Defect Report Card prior to leaving the yard. Defect Report Cards shall remain with the vehicle for the duration of the day and shall be replaced on a daily basis. Vehicles with Defect Report



Cards showing defects must be inspected and appropriate action taken on items noted on the card before vehicle returns to revenue service.

20.5. CHP Terminal Inspections. Every 12 months, a portion of the fleet shall be randomly selected by the California Highway Patrol (CHP) for inspection as part of their annual terminal inspection. ATN will be responsible for all repairs made in preparation for the inspection as well as those identified by the CHP inspection. ATN shall ensure that vehicles used in the service of this Agreement meet all applicable State and Federal safety requirements. CONTRACTOR shall be responsible for the preparation of personnel files, Coach Operator records and logbooks that may be requested during the inspection. In the event CONTRACTOR'S records are found in an unsatisfactory condition by the CHP, ATN will impose liquidated damages as follows:

1st unsatisfactory CHP finding	\$5,000
2nd unsatisfactory CHP finding	\$10,000
3rd unsatisfactory CHP finding	Termination of agreement for cause

21. OPERATING PERFORMANCE PENALTIES

21.1. During the term of this Agreement, ATN may, at its discretion, adjust standards, incentives and penalties to ensure and encourage increased efficiency and improved performance of services.

21.2. ATN shall have the right to monitor the services provided by CONTRACTOR in order to assess CONTRACTOR'S performance in delivering its services hereunder. The monitoring activities shall include, but not be limited to, a review and analysis of fleet vehicle cleanliness, completed vehicle trips, on-time submission of reports, and driver safe operations of each vehicle.

21.3. Assessment of Penalties. Before assessing penalties, ATN shall use the following procedure:

- a. ATN shall notify the CONTRACTOR of its intent to assess a penalty or incentive in writing within thirty (30) days of occurrence. No penalty may be assessed if timely written notice is not given to CONTRACTOR.
- b. The CONTRACTOR shall be given an opportunity to demonstrate that it could not reasonably have prevented the failure. Failures caused by actions of ATN staff or other ATN contractors, natural disasters, or extreme and unusual weather or traffic conditions shall be considered not preventable. Any such claim must be supported by adequate documentation provided by the CONTRACTOR. If ATN determines that the failure was not preventable, then the penalty shall be waived.
- c. ATN'S decision to waive the assessment of any penalty shall in no way affect ATN'S right or intent to assess a penalty for a similar failure in the future and shall in no way affect the CONTRACTOR'S obligation to meet the associated performance standard. Continued non-performance by the CONTRACTOR and/or serious violation of service standards may result in assessment of penalties up to and including termination of contract. Penalties and liquidated damages are provided in Table 1.



21.4. Notwithstanding the above, the parties agree that no penalties will be assessed during the first 30 days that this Agreement is in effect and during that time the parties will work to confirm that the current systems accurately capture the ridership data and collect the revenue that corresponds to that ridership.

21.5. All performance penalties assessed against CONTRACTOR will be deducted (offset) from the monthly payment due CONTRACTOR. That deduction or offset will normally be applied by ATN no later than 90 days following the month in which the performance penalty relates, although there may be occasions where additional time is reasonably needed such as where the circumstances giving rise to the performance penalty are not known to ATN. CONTRACTOR shall receive written notice of ATN's intent to assess performance penalties and will be provided an opportunity to present a written response thereto within (ten) days after receipt of written notice. Circumstances beyond the control of CONTRACTOR, causing CONTRACTOR to fail to comply with any stated performance requirement, will be considered as just cause and may result in no performance penalties.

22. MAINTENANCE PERFORMANCE RESPONSIBILITIES

22.1. ATN shall maintain all responsibility of a comprehensive maintenance program for all ATN owned vehicles. ATN shall provide all fuel for its compressed natural gas (CNG), liquefied propane gas (LPG) and liquefied natural gas (LNG) revenue vehicles assigned for operation under this contract. Should ATN deploy any other fuel types to its fleet, ATN shall be responsible for fuel provision. CONTRACTOR should be aware of fuel usage and other factors and shall exercise restraint and efficiency in all fuel operations and consumption.

22.2. Non-Revenue Vehicles. CONTRACTOR shall provide an adequate number of non-revenue vehicles for its personnel. ATN, if requested by CONTRACTOR, shall perform maintenance and supply fuel for all non-revenue vehicles and bill CONTRACTOR for rendered services and consumed fuel. Such charges shall be deducted from the monthly invoice for services. CONTRACTOR shall provide a non-revenue vehicle list indicating vehicles by year, make and model that will be used for this service. List shall include accessory equipment installed on vehicles for support purposes.

22.3. Accident Repairs. Damaged vehicles due to accidents shall be promptly reported. All repairs will be done by ATN and billed against CONTRACTOR. Consistent with ATN'S standards, vehicles with body damage other than minor scratches shall not be released for operation until repairs have been completed.

22.4. Vehicle Communication and Fare Collection Equipment. ATN shall maintain all internal electronic, fare collection, voice annunciation, GPS/AVL and radio equipment.

22.5. CONTRACTOR shall be responsible for any damage caused by Operator negligence of any internal equipment. CONTRACTOR is responsible for operating equipment in a safe and proper manner. In the case of a repair resulting from Operator Negligence, ATN shall perform the repairs and deduct the cost of the repair from the most current unpaid invoice received from CONTRACTOR. Alternatively, with prior written approval from ATN, CONTRACTOR may be permitted to perform the repairs at their expense. Any repairs so undertaken shall be performed to ATN'S satisfaction. If said repairs are not performed to ATN'S satisfaction, ATN reserves the right to perform the corrective repairs and deduct the cost from the most current unpaid invoice received from CONTRACTOR. Whether to allow CONTRACTOR to self- perform any repair shall be evaluated on a case-by-case basis and only

Handwritten signature and initials in blue ink, including a stylized signature and the initials 'SW' inside a circle.

allowed with written advanced approval from ATN. Documentation in the form of a repair orders shall be generated for all maintenance and repairs performed. Repairs orders shall be maintained in the vehicle history file and made readily available if necessary.

22.6. Video Surveillance System (VSS). CONTRACTOR shall be responsible for the maintenance of the vehicle's on-board Video Surveillance System, such as DriveCam, or a compatible system. ATN may, if requested by the CONTRACTOR, maintain said equipment and bill CONTRACTOR for rendered maintenance services. Contractor and ATN will develop and update as necessary guidelines and procedures for handling, reviewing and disclosure of video tapes and the information they may contain.

22.7. Fueling. The vehicles assigned for operation under this Agreement will be supplied with fuel and fueled by ATN. From time to time, CONTRACTOR's personnel maybe required to fuel vehicles. ATN will provide training shall CONTRACTOR need to perform this function

22.8. Engine Idling. ATN vehicles shall not idle for more than five minutes maximum to comply with State regulations. Unnecessary idling causes excess fuel consumption, shortened engine life and contributes to air pollution. Engines may be operated to supply heat or air conditioning necessary for passenger comfort and safety, in which case idling up to a maximum of 30 minutes is allowed. CONTRACTOR is responsible for all fines for violating State or County engine idling regulations.

22.9. Road Calls. In the event of a vehicle failure while in service, CONTRACTOR shall immediately contact ATN's dispatcher on duty to make arrangements to replace the failed vehicle to ensure the continuation of service. CONTRACTOR shall develop a plan that results in minimal service disruption to ensure service and on-time performance. The failed vehicle will be removed from the breakdown area by ATN. The Road Call Report or similar document shall be used and recorded in ATN TransTrack database.

22.10. Parking Facilities. The facility is designed to provide 40 employee parking stalls including designated handicap and carpooling stalls. Fleet parking will accommodate 44 revenue service vehicles. CONTRACTOR shall ensure that its personnel keeps parking areas shall be free of debris and trash. Trash receptacles shall be provided in selected areas to provide drivers a means to dispose of trash from ATN and their personal vehicles. Because of space constraints, it is CONTRACTOR's responsibility to limit the employee parking space assignments, encourage rideshare arrangements, and to discourage long term parking. Vehicles parked for over two weeks without written approval shall be subject to towing and vehicle owner shall be responsible for all cost.

23. TRANSITION TO SUBSEQUENT CONTRACTOR

23.1. CONTRACTOR must cooperatively participate in the transition of this service to a new CONTRACTOR if necessary. No less than sixty (60) days prior to a new CONTRACTOR starting, participation is necessary in meetings, transfer of records, access to property, access to equipment and other areas as deemed necessary by ATN'S contract administrator.

23.2. A transition period is defined as the sixty to ninety (60-90) day period prior to the expiration or termination of this Agreement. CONTRACTOR shall participate in the smooth transition of



service to a new provider in such a manner as to ensure the transition results in minimum service disruption to the ART services.

23.3. During the transition phase, ATN staff shall conduct several meetings with CONTRACTOR and the new provider to discuss specific project, records and vehicle transition events and the period in which they must occur. As requested by ATN, CONTRACTOR must make pertinent records accessible to both ATN and new provider within three (3) days of ATN's request.

23.4. ATN-owned property and facilities shall be subject to a transition inspection and acceptance upon transition to a new provider.

**TABLE 1
PENALTIES & LIQUIDATED DAMAGES**

Category	Standard	Penalty	Comment
On Time Performance (OTP)	Depart from time points between zero minutes early and 5 minutes late 92% of the time	\$1,000 for each full percentage point below 91% on time	OTP will be measured utilizing report information generated from ATN's AVL system
Valid Complaints	No more than one(1) valid complaint per four (4) thousand passengers each month (as reported on the Monthly Customer Feedback of ATN's TransTrack Reporting System)	\$200 for each valid complaint over one per four (4) thousand passengers	Calculated as <i>monthly passengers</i> x 0.00025 = allowed v. comments before penalty
Accident	Every accident	\$1,000 per accident not timely reported	Penalty is calculated monthly based on 1.5 accidents per 100,000 miles
Accident Report	Report within 24 hours by verbal & written reporting	\$5,000 per accident not timely reported	Penalty is calculated monthly
Key Positions	Contractor shall fill all Key Positions as defined within the Scope of Work	Deduct salary and benefits plus \$200 per day, plus benefits, for each position unfilled beyond 30 days	Penalty is calculated monthly
Terminal Inspections	Meet CHP requirements	\$5,000 for the first occurrence of failing a terminal inspection, "unsatisfactory" to the extent attributable solely to Contractor (U rating); \$10,000 for the second occurrence of failing a terminal inspection, "unsatisfactory" to the extent attributable solely	Based on the annual or any interim CHP Terminal Inspection

		to Contractor (U rating)	
Reports	Contractor shall submit reports on time, as outlined within the RFP	\$100 per day for each late report	Penalty is calculated monthly
Vehicle Damage	ATN-owned equipment shall be free of accident or other damage	\$1,000 per vehicle for exterior damage	
Missed Trip	No scheduled trips are to be missed	\$500 per occurrence	Penalty is calculated monthly
Unsafe Operation of a vehicle	Non-preventable accidents, contact with stationary objects, mistreatment, failure to accommodate physically-disabled passengers	\$1,000 per vehicle	Penalty is calculated monthly
Report of Discourteous or Rude Driver Behavior	Customer complaint cards/reports	\$200 per occurrence	Penalty is calculated monthly
Failure to Comply with Federal and/or State Disability Laws	Every incident	\$1,000 per occurrence	Penalty is calculated monthly
Failure to have adequate personnel available for service 15 minutes prior to service commencement		\$200 per occurrence	Penalty is calculated monthly



REQUIRED FORMS

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CIVIL RIGHTS REQUIREMENTS

Company Name: FIRST TRANSIT, INC ("Contractor")

Hereby certifies that:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. Section 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12132, and Federal transit law at 49 U.S.C. Section 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e, and Federal transit laws at 49 U.S.C. Section 5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S.DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," 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. 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 for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. Section 623 and Federal transit law at 49 U.S.C. Section 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

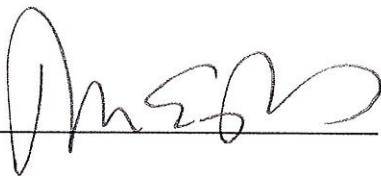
(c) Disabilities- In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12112, Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.



- (3) Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.
- (4) In reference to the requirements of this verification, CONTRACTOR's agreement to comply with any applicable implementing regulations or requirements shall apply only to CONTRACTOR's services under the Agreement and only to the extent mandated by law.

I am authorized to make this verification on behalf of Contractor. The statements in the foregoing document are true of my own knowledge, except as to matters which are therein stated on information and belief, and as those matters I believe them to be true. I declare under the penalty of perjury that the foregoing is true and correct.

Executed on 6/14/14 at _____, California
Date City

Signature: 

Print Name: NICHOLAS E. PROMONAS

Title: SENIOR VICE PRESIDENT

CERTIFICATE OF COMPLIANCE WITH BYRD ANTI-LOBBYING AMENDMENT

I, hereby certify on behalf of Forest Transit, Inc ("Contractor") that:

- (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 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 contract, the making of any Federal grant, 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 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 its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying, 61 CFR 1413.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, Contracts under grants, loans, and cooperative agreements) which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

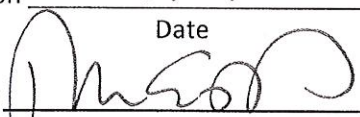
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Certificate of Non-Compliance

Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323U)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323U)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Executed on 6/11/14 at _____, California
Date City

Signature:  Print Name: NICHOLAS J. PROHASKA

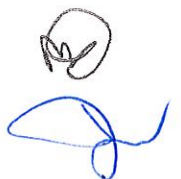
Title: SENIOR VICE PRESIDENT

STATE OF CALIFORNIA DRUG FREE WORKPLACE CERTIFICATION

Company/Organization Name: First Transit, Inc ("Contractor")

Contractor named above hereby certifies compliance with U.S. DOT regulations 49 CFR Part 29, Subpart F and Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named Contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations of the prohibition.
2. Establish an on-going Drug-Free Awareness Program as required to inform employees about all the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available drug counseling, rehabilitation, and employee assistance Programs,
 - (d) Penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Every employee who works on the proposed contract or grant will receive a copy of the company's drug-free policy statement.
4. Notify each employee that as a condition of employment financed with Federal assistance provided in the proposed contract, the employee will be required to:
 - (a) Abide by the terms of the company's policy statement, and
 - (b) Notify the employer (Contractor) in writing of any conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after that conviction.
5. Notify FTA in writing, within in ten (10) calendar days after receiving notice required by paragraph 4 (ii) from an employee or otherwise receiving actual notice of that conviction. Contractor, as employer of any convicted employee, must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee was working. Notice shall include the identification number(s) of each affected vehicle and related equipment and accessories.
6. Taking one of the following actions within thirty (30) calendar days of receiving notice under paragraph 4 (b) with respect to any employee who is convicted:

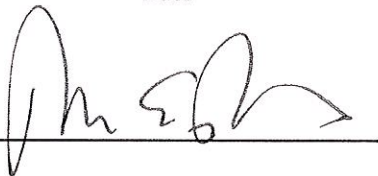


- (a) Taking appropriate personnel action against that employee, up to an including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
- (b) Requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (c) Making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraph 1,2,3,4,5, and 6 of this certification. Contractor agrees to maintain a list identifying its headquarters location and each workplace it maintains in which activities provided by this contract are conducted, and make that list readily accessible to the State Department of Transportation.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind Contractor or grant recipient to the above-described certification. I am fully aware that this certification executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Executed on 6/14/14 at _____, California
Date City

Signature: 

Print Name: Nzenang E. Presmons

Title: Senior Vice President



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION LOWER TIER COVERED TRANSACTIONS**

Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

INSTRUCTIONS FOR CERTIFICATION

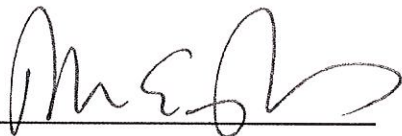
1. By signing and submitting this certification, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to procuring agency, the Federal Government, and/or the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this certification is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this certification that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this certification that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligible and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.



8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government; the DOL may pursue available remedies, including suspension and/or debarment.

By signing below and submitting this certification, Contractor certifies as follows: (1) The lower tier participant certifies, by submission of this certification, that neither it, nor its principals as defined at 49 CFR Part 29.995 or affiliates, as defined by 49CFR 29.905, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction as defined by 49 CFR 29.904, or by any Federal department or agency. (2) When the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this certification.

Executed on 6/14/14 at _____, California
Date City

Signature: 

Print Name: NICHOLAS G. PAMBONIS

Title: SENIOR VICE PRESIDENT

CERTIFICATE OF DISADVANTAGED BUSINESS ENTERPRISE ("DBE")

Company/Organization Name: _____ ("Contractor")
hereby certifies, under the penalty of perjury, that the following is true and correct as of the date of this
Certificate:

He or she or it is a for profit business concern:

- a. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals;
- b. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it; and
- c. Has been certified as Disadvantaged in accordance with Title 49 CFR, Part 26 by a certifying member agency of the California Unified Certification Program.

Date: _____
Signature: _____
Company: _____
Name: _____
Title: _____

NOT APPLICABLE



CERTIFICATE OF COMPLIANCE WITH BUY AMERICA REQUIREMENTS

Company/Organization Name: FIRST TRANSIT, INC ("Contractor")
hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Date: 6/14/14

Signature: [Handwritten Signature]

Company: FIRST TRANSIT, INC

Name: NICHOLAS E. PROMONAS

Title: SENIOR VICE PRESIDENT

CERTIFICATE OF NON-COMPLIANCE WITH BUY AMERICA REQUIREMENTS

Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Date: _____

Signature: _____

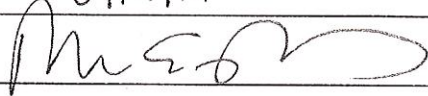
Company: _____

Name: _____

Title: _____

CERTIFICATE OF COMPLIANCE WITH BUY AMERICA ROLLING STOCK REQUIREMENTS

Contractor hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Date: 6/14/14
Signature: 
Company: FIRST TRANSIT, INC
Name: NICHOLAS E. PROMBANS
Title: SENIOR VICE PRESIDENT

CERTIFICATE OF NON-COMPLIANCE WITH BUY AMERICA ROLLING STOCK REQUIREMENTS

Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Date: _____
Signature: _____
Company: _____
Name: _____
Title: _____

[T239.1][217854.DOCX;1]

Month	Total Invoice	Penalties	Bus Damage	Final Amount Paid
July'15	\$ 605,711.37	\$ 27,000.00	\$ 6,605.00	\$ 572,106.37
August'15	\$ 609,968.67	\$ 27,000.00	\$ 8,260.00	\$ 574,708.67
September'15	\$ 554,409.05	\$ 43,700.00	\$ 11,015.00	\$ 499,694.05
October'15	\$ 607,522.88	\$ 21,800.00	\$ 8,260.00	\$ 577,462.88
November'15	\$ 570,465.86	\$ 20,900.00	\$ 8,460.00	\$ 541,105.86
December'15	\$ 651,290.39	\$ 38,700.00	\$ -	\$ 612,590.39
January'16	\$ 554,734.83	\$ 22,100.00	\$ 2,475.00	\$ 530,159.83
February'16	\$ 426,411.17	\$ 14,500.00	\$ 2,873.03	\$ 409,038.14
March'16	\$ 558,430.90	\$ 15,200.00	\$ 5,027.64	\$ 538,203.26
April'16	\$ 472,592.14	\$ 18,700.00	\$ 11,508.86	\$ 442,383.28
May'16	\$ 485,094.55	\$ 29,500.00	\$ 26,888.60	\$ 428,705.95
TOTAL	\$ 6,096,631.81	\$ 279,100.00	\$ 91,373.13	\$ 5,726,158.68

Row Labels	Revenue Hours	Deadhead Hours	Total Hours	Revenue Miles	Deadhead Miles	Total Miles
FY 2016	242,507	15,268	257,781	1,519,924	136,861	1,656,785
Jan	19,766	1,201	20,968	127,327	10,855	138,182
Feb	15,281	978	16,259	99,784	9,721	109,505
Mar	20,081	1,220	21,302	130,268	12,757	143,025
Apr	17,061	1,164	18,226	112,366	10,915	123,281
May	18,073	1,326	19,399	118,914	11,382	130,296
Jun	18,018	1,363	19,382	119,941	11,455	131,396
Jul	23,078	1,415	24,494	133,962	14,548	148,510
Aug	23,238	1,425	24,665	139,082	11,490	150,572
Sep	21,052	1,373	22,426	124,659	10,729	135,388
Oct	23,134	1,316	24,450	134,154	10,774	144,928
Nov	20,269	1,181	21,450	130,821	10,102	140,923
Dec	23,455	1,306	24,761	148,646	12,133	160,779
Grand Total	242,507	15,268	257,781	1,519,924	136,861	1,656,785

Row Labels	Sum of Revenue Hours	Sum of Deadhead Hours	Sum of Total Hours	Sum of Revenue Miles	Sum of Deadhead Miles	Sum of Total Miles
FY 2015	235,088	23,707	258,799	1,469,329	125,290	1,594,619
Jan	18,038	2,282	20,322	108,845	8,829	117,674
Feb	15,927	1,617	17,544	100,222	8,600	108,822
Mar	20,026	1,934	21,960	128,775	10,410	139,185
Apr	19,528	1,926	21,454	123,062	10,207	133,269
May	22,174	2,093	24,267	136,744	11,479	148,223
Jun	22,519	1,879	24,398	134,997	12,355	147,352
Jul	20,997	1,330	22,327	130,820	11,658	142,478
Aug	19,242	1,998	21,240	119,445	10,539	129,984
Sep	16,932	1,952	18,884	105,152	10,715	115,867
Oct	19,050	2,102	21,152	121,750	8,821	130,571
Nov	18,545	2,090	20,636	121,489	10,224	131,713
Dec	22,111	2,504	24,615	138,028	11,453	149,481
Grand Total	235,088	23,707	258,799	1,469,329	125,290	1,594,619

Row Labels	Sum of Revenue Hours	Sum of Deadhead Hours	Sum of Total Hours	Sum of Revenue Miles	Sum of Deadhead Miles	Sum of Total Miles	Sum of Driver Sign On to Sign Off Hours	Sum of Break, Lunch Other Hours	Sum of Driver Hours Less Breaks, Lunch, Other
FY 2014	234,793	17,783	252,582	1,455,365	212,381	1,667,746	276,207	11,741	264,471
Jan	19,917	1,555	21,472	112,742	16,482	129,224	23,598	982	22,617
Feb	15,792	1,245	17,037	96,824	13,990	110,814	18,652	755	17,898
Mar	21,088	1,636	22,725	127,103	17,469	144,572	24,830	1,012	23,818
Apr	20,508	1,485	21,993	122,621	17,532	140,153	23,953	966	22,988
May	19,744	1,503	21,247	117,592	15,872	133,464	23,330	1,055	22,275
Jun	20,478	1,442	21,921	122,525	16,197	138,722	24,129	1,206	22,923
Jul	21,009	1,470	22,480	127,052	17,041	144,093	24,337	993	23,344
Aug	20,509	1,442	21,951	135,341	17,140	152,481	23,919	1,040	22,879
Sep	16,239	1,389	17,629	137,237	22,080	159,317	19,436	912	18,526
Oct	19,559	1,588	21,147	113,757	20,569	134,326	23,079	927	22,153
Nov	18,389	1,451	19,840	112,296	19,476	131,772	21,777	956	20,822
Dec	21,562	1,578	23,141	130,275	18,533	148,808	25,166	937	24,229
FY 2015	235,088	23,707	258,799	1,469,329	125,290	1,594,619	278,503	19,231	259,269
Jan	18,038	2,282	20,322	108,845	8,829	117,674	21,865	1,563	20,302
Feb	15,927	1,617	17,544	100,222	8,600	108,822	19,000	1,464	17,535
Mar	20,026	1,934	21,960	128,775	10,410	139,185	23,761	1,909	21,853
Apr	19,528	1,926	21,454	123,062	10,207	133,269	23,339	1,949	21,390
May	22,174	2,093	24,267	136,744	11,479	148,223	25,597	1,355	24,242
Jun	22,519	1,879	24,398	134,997	12,355	147,352	25,803	1,411	24,392
Jul	20,997	1,330	22,327	130,820	11,658	142,478	24,631	1,312	23,319
Aug	19,242	1,998	21,240	119,445	10,539	129,984	22,797	1,557	21,239
Sep	16,932	1,952	18,884	105,152	10,715	115,867	20,385	1,551	18,833
Oct	19,050	2,102	21,152	121,750	8,821	130,571	22,802	1,675	21,126
Nov	18,545	2,090	20,636	121,489	10,224	131,713	22,230	1,729	20,500
Dec	22,111	2,504	24,615	138,028	11,453	149,481	26,294	1,756	24,538
FY 2016	242,574	15,271	257,851	1,520,340	136,887	1,657,227	287,933	21,048	266,879
Jan	19,766	1,201	20,968	127,327	10,855	138,182	24,259	2,080	22,179
Feb	15,281	978	16,259	99,784	9,721	109,505	18,921	1,682	17,238
Mar	20,081	1,220	21,302	130,268	12,757	143,025	24,562	1,954	22,607
Apr	17,061	1,164	18,226	112,366	10,915	123,281	20,919	1,787	19,131
May	18,073	1,326	19,399	118,914	11,382	130,296	22,335	1,912	20,422
Jun	18,086	1,366	19,453	120,357	11,481	131,838	22,316	1,869	20,446
Jul	23,078	1,415	24,494	133,962	14,548	148,510	26,063	1,635	24,428
Aug	23,238	1,425	24,665	139,082	11,490	150,572	26,026	1,400	24,626
Sep	21,052	1,373	22,426	124,659	10,729	135,388	23,582	1,156	22,426
Oct	23,134	1,316	24,450	134,154	10,774	144,928	25,558	1,113	24,445
Nov	20,269	1,181	21,450	130,821	10,102	140,923	25,015	2,234	22,781
Dec	23,455	1,306	24,761	148,646	12,133	160,779	28,376	2,226	26,150
Grand Total	712,455	56,761	769,232	4,445,034	474,558	4,919,592	842,642	52,019	790,619

September 8, 2016

Diana Kotler
Executive Director
Anaheim Transportation Network
1354 South Anaheim Blvd
Anaheim, CA 92805

sent by email to: dkotler@atnetwork.org

Re: Request for Information

Dear Ms. Kotler,

In response to your request for information, please find our responses in the attached pdf file and in the table below.

Questions
<p><i>Q. Please provide the monthly driver pay hours and revenue hours for the previous 12 months.</i></p> <p>A. The monthly revenue vehicle hours shown in the RFP capture all of the “Check in to Check out” hours for each driver driving in planned service and/or in special service. The remaining annual payroll hours not captured in the revenue vehicle hours included paid time off, safety meetings, other meetings, standby time, vehicle shuttle, or training, all of which was quite variable and considered proprietary.</p>
<p><i>Q. As proposers are requested to retain the existing staff for at least 90 days, it is important that contractors are aware of their existing salaries, wages. Please provide a complete staff listing with salary/hourly wage information. Please indicate number of full time and part time staff.</i></p> <p>A. Please find in the attached file a seniority list with all current non-Key Staff with job title, seniority date, current pay rate and full/part time status.</p>
<p><i>Q. Please provide driver overtime rates for the previous 12 months.</i></p> <p>A. The overtime rate for each driver was paid at one and one half times their effective hourly rate over the past 12 months.</p>
<p><i>Q. Please provide driver turnover/attrition rates for the previous 12 months.</i></p> <p>A. We have experienced driver turnover of approximately 43% over the past 12 months.</p>

Q. Can the ATN please provide run cut information for the last two service adjustments? Specifically, the breakdown of revenue hours, deadhead hours, report/relief hours, standby time, and total pay hours will be critical pieces of information needed to provide accurate pricing.

A. The current run cut was produced by First Transit and due to the highly competitive nature of this work product in the industry, is considered proprietary.

Q. When conducting the run cut, what does the ATN assume as its absenteeism rate for extra-board sizing purposes? If this assumption is seasonal, please provide the seasonal absent rates.

A. Absentee rates vary and are not available.

Q. Has the current contractor experienced any pay hour variances with the planned run cut pay hours?

A. We have not experienced pay hour variances with the planned run cut hours.

Please don't hesitate to contact me if you need further information. Thank you.

Sincerely,

Jim Rude
Director of Business Development
First Transit, Inc.
913 915-1061
913 871-1255 (fax)
Jim.rude@firstgroup.com

First Transit Updated 09/07/16 Status & Pay Rate

Seniority	Position	Seniority Date	Status	\$ Rate
1	Driver	7/13/2009	FT	\$ 13.00
2	Driver	3/18/2010	FT	\$ 13.00
3	Driver	3/30/2010	FT	\$ 13.00
4	Driver	4/7/2010	FT	\$ 13.00
5	Driver	4/7/2010	FT	\$ 13.00
6	Driver	4/14/2010	FT	\$ 13.00
7	Driver	12/21/2010	FT	\$ 11.50
8	Driver	4/5/2011	FT	\$ 13.00
9	Driver	4/11/2011	FT	\$ 13.00
10	Driver	5/24/2011	FT	\$ 13.00
11	Driver	10/17/2011	FT	\$ 12.50
12	Driver	11/28/2011	FT	\$ 12.50
13	Driver	11/28/2011	FT	\$ 12.50
14	Driver	1/23/2012	FT	\$ 12.50
15	Driver	3/26/2012	FT	\$ 12.50
16	Driver	3/27/2012	FT	\$ 12.50
17	Driver	4/30/2012	FT	\$ 12.50
18	Driver	10/8/2012	FT	\$ 11.50
19	Driver	10/8/2012	FT	\$ 11.50
20	Driver	11/28/2012	FT	\$ 11.50
21	Driver	11/30/2012	FT	\$ 11.50
22	Driver	12/1/2012	FT	\$ 11.50
23	Driver	4/10/2013	FT	\$ 11.50
24	Driver	5/20/2013	FT	\$ 11.50
25	Driver	6/3/2013	FT	\$ 11.50
26	Driver	6/3/2013	FT	\$ 11.50
27	Driver	6/28/2013	FT	\$ 11.50
28	Driver	9/10/2013	FT	\$ 11.50
29	Driver	11/25/2013	FT	\$ 11.50
30	Driver	12/9/2013	FT	\$ 11.50
31	Driver	12/9/2013	FT	\$ 11.50
32	Driver	2/10/2014	FT	\$ 11.50
33	Driver	2/17/2014	FT	\$ 11.50
34	Driver	3/24/2014	FT	\$ 11.50
35	Driver	3/24/2014	FT	\$ 11.50
36	Driver	6/30/2014	FT	\$ 11.50
37	Driver	6/30/2014	FT	\$ 11.50
38	Driver	6/30/2014	FT	\$ 11.50
39	Driver	6/30/2014	FT	\$ 11.50
40	Driver	6/30/2014	FT	\$ 11.50
41	Driver	7/9/2014	FT	\$ 11.50
42	Driver	7/28/2014	FT	\$ 11.50
43	Driver	8/11/2014	FT	\$ 11.50
44	Driver	8/18/2014	FT	\$ 11.50

First Transit Updated 09/07/16 Status & Pay Rate

Seniority	Position	Seniority Date	Status	\$ Rate
45	Driver	9/2/2014	FT	\$ 11.50
46	Driver	9/15/2014	FT	\$ 11.50
47	Driver	10/20/2014	FT	\$ 11.50
50	Driver	11/10/2014	FT	\$ 15.75
51	Driver	12/1/2014	FT	\$ 11.50
48	Driver	1/5/2015	FT	\$ 11.50
57	Driver	1/5/2015	FT	\$ 11.50
52	Driver	1/19/2015	FT	\$ 11.50
49	Driver	1/20/2015	FT	\$ 11.50
58	Driver	1/26/2015	FT	\$ 11.50
53	Driver	1/26/2015	FT	\$ 11.50
54	Driver	2/2/2015	FT	\$ 11.50
55	Driver	2/2/2015	FT	\$ 11.50
56	Driver	2/23/2015	FT	\$ 11.50
59	Driver	3/9/2015	FT	\$ 11.50
60	Driver	3/14/2015	FT	\$ 11.50
61	Driver	3/16/2015	FT	\$ 11.50
62	Driver	3/16/2015	FT	\$ 11.50
63	Driver	3/23/2015	FT	\$ 11.50
64	Driver	3/23/2015	FT	\$ 11.50
65	Driver	4/6/2015	FT	\$ 11.50
66	Driver	4/13/2015	FT	\$ 11.50
67	Driver	5/4/2015	FT	\$ 11.50
68	Driver	6/14/2015	FT	\$ 11.50
69	Driver	9/2/2015	FT	\$ 11.50
70	Driver	9/3/2015	FT	\$ 11.50
71	Driver	9/10/2015	FT	\$ 11.50
72	Driver	9/28/2015	FT	\$ 11.50
73	Driver	11/19/2015	FT	\$ 11.50
75	Driver	11/19/2015	FT	\$ 11.50
74	Driver	11/24/2015	FT	\$ 11.50
76	Driver	11/25/2015	FT	\$ 11.50
77	Driver	12/8/2015	FT	\$ 11.50
78	Driver	12/9/2015	FT	\$ 11.50
79	Driver	12/11/2015	FT	\$ 11.50
80	Driver	12/21/2015	FT	\$ 11.50
81	Driver	1/13/2016	FT	\$ 11.50
83	Driver	2/17/2016	FT	\$ 11.50
82	Driver	2/19/2016	FT	\$ 11.50
84	Driver	2/22/2016	FT	\$ 11.50
85	Driver	2/25/2016	FT	\$ 11.50
87	Driver	3/1/2016	FT	\$ 11.50
86	Driver	3/3/2016	FT	\$ 11.50
88	Driver	3/8/2016	FT	\$ 11.50

First Transit Updated 09/07/16 Status & Pay Rate				
Seniority	Position	Seniority Date	Status	\$ Rate
89	Driver	3/10/2016	FT	\$ 11.50
92	Driver	4/1/2016	FT	\$ 11.50
91	Driver	4/4/2016	FT	\$ 11.50
90	Driver	4/6/2016	FT	\$ 11.50
93	Driver	4/21/2016	FT	\$ 11.50
94	Driver	4/25/2016	FT	\$ 11.50
95	Driver	4/28/2016	FT	\$ 11.50
96	Driver	5/5/2016	FT	\$ 11.50
99	Driver	5/10/2016	FT	\$ 11.50
100	Driver	5/12/2016	FT	\$ 11.50
98	Driver	5/19/2016	FT	\$ 11.50
97	Driver	6/14/2016	FT	\$ 11.50
101	Driver	6/15/2016	FT	\$ 11.50
102	Driver	6/16/2016	FT	\$ 11.50
103	Driver	6/20/2016	FT	\$ 11.50
104	Driver	6/29/2016	FT	\$ 11.50
105	Driver	7/8/2016	FT	\$ 11.50
106	Driver	7/11/2016	FT	\$ 11.50
107	Driver	7/25/2016	FT	\$ 11.50
108	Driver	7/29/2016	FT	\$ 11.50
109	Driver	7/26/2016	FT	\$ 11.50
110	Driver	7/26/2016	FT	\$ 11.50
111	Driver	8/3/2016	FT	\$ 11.50
112	Driver	8/12/2016	FT	\$ 11.50
113	Driver	8/19/2016	FT	\$ 11.50
114	Driver	8/22/2016	FT	\$ 11.50
1	Supervisor	3/24/2014	FT	\$ 18.46
2	Supervisor	11/25/2013	FT	\$ 18.46
3	Supervisor	10/6/2014	FT	\$ 15.20
4	Payroll Clerk	1/29/2001	FT	\$ 19.19
5	Clerk	9/29/2015	FT	\$ 14.12

Row Labels	Sum of Revenue Hours	Sum of Deadhead Hours	Sum of Total Hours	Sum of Revenue Miles	Sum of Deadhead Miles	Sum of Total Miles	Sum of Driver Sign On to Sign Off Hours	Sum of Break, Lunch Other Hours	Sum of Driver Hours Less Breaks, Lunch, Other
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ANAHEIM RESORT TRANSPORTATION SERVICES

RFP #16-010

Total Price and Cost Components

	Base Year 1	Base Year 2	Base Year 3	Option Yr 1	Option Yr 2
Wages & Benefits:					
Wages - Operators (Att 1)	\$ -	\$ -	\$ -	\$ -	\$ -
Benefits - Operators (Att 1)	\$ -	\$ -	\$ -	\$ -	\$ -
Wages - Administration (Att 1)	\$ -	\$ -	\$ -	\$ -	\$ -
Benefits - Administration (Att 1)	\$ -	\$ -	\$ -	\$ -	\$ -
Wages -- Other (Att 1)	\$ -	\$ -	\$ -	\$ -	\$ -
Benefits - Other (Att 1)	\$ -	\$ -	\$ -	\$ -	\$ -
Total Wages & Benefits	\$ -	\$ -	\$ -	\$ -	\$ -
Operations & Administration (Att 2)	\$ -	\$ -	\$ -	\$ -	\$ -
Services (Att 2)	\$ -	\$ -	\$ -	\$ -	\$ -
Associated Expenses (Att 2)	\$ -	\$ -	\$ -	\$ -	\$ -
Profit	\$ -	\$ -	\$ -	\$ -	\$ -
Total Cost	\$ -	\$ -	\$ -	\$ -	\$ -
Total Projected RVH					
Operating Cost/RVH					

Vehicle #	VIN	License #	ADA Accessible	Subfleet	RVI ID	Model	Fuel Type	Vested Title	Cost	Federal %	Grant #	Vehicle On Hold	Current Status	Acquisition Date	In-Service Date	Replace	Assigned To
1201	1FDGF5GYXCEB97512	1406976	Yes	Glaval	55583	Entourage	CNG	ATN	\$146,417	78.00%	C0-1857	No	In Use	12/17/2012	5/20/2013	No	ART Routes
1202	1FDGF5GY8CEA61220	1406975	Yes	Glaval	55583	Entourage	CNG	ATN	\$146,417	78.00%	C0-1857	No	In Use	11/12/2012	12/14/2012	No	ART Routes
1203	1FDGF5GY9CEC07155	1407060	Yes	Glaval	55583	Entourage	CNG	ATN	\$146,417	78.00%	C0-1857	Yes	In Use	11/19/2012	12/14/2012	No	ART Routes
1204	1FDGF5GY7CEC07154	1407059	Yes	Glaval	55583	Entourage	CNG	ATN	\$146,417	78.00%	C0-1857	No	In Use	11/19/2012	12/14/2012	No	ART Routes
1205	1FDGF5GY1CEC01947	1407058	Yes	Glaval	55583	Entourage	CNG	ATN	\$146,417	78.00%	C0-1857	No	In Use	11/19/2012	12/14/2012	No	ART Routes
1206	1FDGF5GY3CEC01948	1406974	Yes	Glaval	55583	Entourage	CNG	ATN	\$146,417	78.00%	C0-1857	No	In Use	11/12/2012	12/14/2012	No	ART Routes
1207	1FDGF5GY3CEC07152	1406973	Yes	Glaval	55583	Entourage	CNG	ATN	\$146,417	78.00%	C0-1857	No	In Use	11/12/2012	12/14/2012	No	ART Routes
1208	1FDGF5GY8CEB97511	1391764	Yes	Glaval	55583	Entourage	CNG	ATN	\$146,417	78.00%	C0-1857	No	In Use	11/29/2012	12/14/2012	No	ART Routes
1209	1FDGF5GY1CEC07151	1391765	Yes	Glaval	55583	Entourage	CNG	ATN	\$146,417	78.00%	C0-1857	No	In Use	11/29/2012	12/14/2012	No	ART Routes
1210	1FDGF5GY8CEC01945	1391760	Yes	Glaval	55583	Entourage	CNG	ATN	\$146,417	78.00%	C0-1857	No	In Use	11/29/2012	12/14/2012	No	ART Routes
1211	1FDGF5GY5CEC07153	1391766	Yes	Glaval	55583	Entourage	CNG	ATN	\$146,417	78.00%	C0-1857	No	In Use	11/29/2012	12/14/2012	No	ART Routes
1212	1FDGF5GY0CEC07156	1391763	Yes	Glaval	55583	Entourage	CNG	ATN	\$146,417	78.00%	C0-1857	No	In Use	11/30/2012	12/14/2012	No	ART Routes
1213	1FDGF5GY1CEB97513	1391759	Yes	Glaval	55583	Entourage	CNG	ATN	\$146,417	78.00%	C0-1857	No	In Use	10/31/2012	12/14/2012	No	ART Routes
1214	1FDGF5GYXCEC01946	1381178	Yes	Glaval	55583	Entourage	CNG	ATN	\$146,417	78.00%	C0-1857	No	In Use	12/17/2012	5/20/2013	No	ART Routes
1215	1FDGF5GY6CEB97510	1406940	Yes	Glaval	55583	Entourage	CNG	ATN	\$146,417	78.00%	C0-1857	No	In Use	12/17/2012	5/20/2013	No	ART Routes
1216	1FDGF5GY3CEC07149	1406939	Yes	Glaval	55583	Entourage	CNG	ATN	\$146,417	78.00%	C0-1857	No	In Use	12/17/2012	5/20/2013	No	ART Routes
1217	1FDGF5GYXCEC07150	1406941	Yes	Glaval	55583	Entourage	CNG	ATN	\$146,417	78.00%	C0-1857	No	In Use	12/17/2012	5/20/2013	No	ART Routes
1218	1FDGF5GY4DEA76802	1418688	Yes	Glaval	55583	Entourage	CNG	ATN	\$146,417	100.00%	Local Funds	No	In Use	9/24/2013	10/18/2013	No	ART Routes
1219	1N9MNALG0DC084195	1397042	Yes	EZ Riderz El Dora	55584	EZ Riderz	CNG	ATN	\$390,356	78.00%	C-0-1857	No	In Use	5/8/2013	6/1/2013	No	ART Routes
1220	1N9MNALGZDC084196	1397043	Yes	EZ Riderz El Dora	55584	EZ Riderz	CNG	ATN	\$390,356	78.00%	C-0-1857	No	In Use	5/8/2013	6/1/2013	No	ART Routes
1221	1N9MNALG9DC084194	1397041	Yes	EZ Riderz El Dora	55584	EZ Riderz	CNG	ATN	\$390,336	78.00%	C-0-1857	No	In Use	5/8/2013	6/1/2013	No	ART Routes
201101	1GBE5V1G69F413152	1369752	Yes	Startcraft	44814	Startcraft GM 550	LPG	ATN	\$140,551	100.00%	Local Funds	No	In Use	5/1/2011	5/8/2011	No	ART Routes
201102	1GBE5V1G59F413188	1369751	Yes	Startcraft	44814	Startcraft GM 550	LPG	ATN	\$140,551	100.00%	Local Funds	No	In Use	5/1/2011	5/8/2011	No	ART Routes
201103	1GBE5V1G89F413153	1369750	Yes	Startcraft	44814	Startcraft GM 550	LPG	ATN	\$140,551	100.00%	Local Funds	No	In Use	5/1/2011	5/8/2011	No	ART Routes
201104	1GBE5V1G29F413147	1369749	Yes	Startcraft	44814	Startcraft GM 550	LPG	ATN	\$140,551	100.00%	Local Funds	No	In Use	5/1/2011	5/8/2011	No	ART Routes
201105	1GBE5V1G49F413182	1369748	Yes	Startcraft	44814	Startcraft GM 550	LPG	ATN	\$140,551	100.00%	Local Funds	No	In Use	5/1/2011	5/8/2011	No	ART Routes
201106	1GBE5V1G79F413239	1369693	Yes	Startcraft	44814	Startcraft GM 550	LPG	ATN	\$140,551	100.00%	Local Funds	No	In Use	5/1/2011	5/8/2011	No	ART Routes
201107	1GBE5V1G99F413162	1369747	Yes	Startcraft	44814	Startcraft GM 550	LPG	ATN	\$140,551	100.00%	Local Funds	No	In Use	5/1/2011	5/8/2011	No	ART Routes
201108	1GBE5V1G99F413176	1369694	Yes	Startcraft	44814	Startcraft GM 550	LPG	ATN	\$140,551	100.00%	Local Funds	No	In Use	5/1/2011	5/8/2011	No	ART Routes
201109	1GBE5V1G19F413222	1369695	Yes	Startcraft	44814	Startcraft GM 550	LPG	ATN	\$140,551	100.00%	Local Funds	No	In Use	5/1/2011	5/8/2011	No	ART Routes
2101	1N9040098XA140370	1023481	Yes	NABI	44811	LNG	LNG	ATN	\$15,800	100.00%	Local Funds	No	In Use	10/18/2000	12/10/2010	No	ART Routes
2104	1N9040096YA140336	1023451	Yes	NABI	44811	LNG	LNG	ATN	\$15,800	100.00%	Local Funds	No	In Use	9/6/2000	12/10/2010	No	ART Routes
2111	1N904009EYA140343	1023473	Yes	NABI	44811	LNG	LNG	ATN	\$15,800	100.00%	Local Funds	No	In Use	10/18/2000	12/11/2010	No	ART Routes
2118	1N9040092YA140351	1023476	Yes	NABI	44811	LNG	LNG	ATN	\$15,800	100.00%	Local Funds	No	In Use	9/13/2000	12/11/2010	No	ART Routes
2122	1N904009XYA140355	1023517	Yes	NABI	44811	LNG	LNG	ATN	\$15,800	100.00%	Local Funds	No	In Use	12/13/2000	12/11/2010	No	ART Routes
2125	1N9040095YA140358	1023469	Yes	NABI	44811	LNG	LNG	ATN	\$15,800	100.00%	Local Funds	No	In Use	9/13/2000	12/12/2010	No	ART Routes
2127	1N9040093YA140360	1023485	Yes	NABI	44811	LNG	LNG	ATN	\$15,800	100.00%	Local Funds	No	In Use	11/11/2000	12/14/2010	No	ART Routes
2128	1N9040095YA140361	1023468	Yes	NABI	44811	LNG	LNG	ATN	\$15,800	100.00%	Local Funds	No	In Use	9/13/2000	12/14/2010	No	ART Routes
2130	1N9040099YA140363	1023467	Yes	NABI	44811	LNG	LNG	ATN	\$15,800	100.00%	Local Funds	No	In Use	9/13/2000	12/14/2010	No	ART Routes
2131	1N9040090YA140364	1023497	Yes	NABI	44811	LNG	LNG	ATN	\$15,800	100.00%	Local Funds	No	In Use	11/8/2000	12/14/2010	No	ART Routes
2132	1N9040092YA140365	1023498	Yes	NABI	44811	LNG	LNG	ATN	\$15,800	100.00%	Local Funds	No	In Use	11/18/2000	12/15/2010	No	ART Routes
2134	1N9040096YA140367	1023487	Yes	NABI	44811	LNG	LNG	ATN	\$15,800	100.00%	Local Funds	No	In Use	10/25/2000	12/16/2010	No	ART Routes
2135	1N9040098YA140368	1023512	Yes	NABI	44811	LNG	LNG	ATN	\$15,800	100.00%	Local Funds	No	In Use	12/27/2000	12/16/2010	No	ART Routes

Vehicle #	VIN	License #	ADA Accessible	Subfleet	RVI ID	Model	Fuel Type	Vested Title	Cost	Federal %	Grant #	Vehicle On Hold	Current Status	Acquisition Date	In-Service Date	Replace	Assigned To
2136	1N904009XYA140369	1023496	Yes	NABI	44811	LNG	LNG	ATN	\$15,800	100.00%	Local Funds	No	In Use	11/8/2000	12/16/2010	No	ART Routes
2137	1N9040096YA140370	1023479	Yes	NABI	44811	LNG	LNG	ATN	\$15,800	100.00%	Local Funds	No	In Use	10/11/2000	12/16/2010	No	ART Routes
2138	1N9040098YA140371	1023478	Yes	NABI	44811	LNG	LNG	ATN	\$15,800	100.00%	Local Funds	No	In Use	10/25/2000	12/16/2010	No	ART Routes
2139	1N904009XYA140372	1023480	Yes	NABI	44811	LNG	LNG	ATN	\$15,800	100.00%	Local Funds	No	In Use	10/11/2000	12/17/2010	No	ART Routes
2140	1N9040091YA140373	1023488	Yes	NABI	44811	LNG	LNG	ATN	\$15,800	100.00%	Local Funds	No	In Use	11/8/2000	12/18/2010	No	ART Routes
2141	1N9040093YA140374	1023513	Yes	NABI	44811	LNG	LNG	ATN	\$15,800	100.00%	Local Funds	No	In Use	11/15/2000	12/17/2010	No	ART Routes
2143	1N9040097YA140376	1023507	Yes	NABI	44812	LNG	LNG	ATN	\$18,200	100.00%	Local Funds	No	In Use	1/31/2001	1/1/2011	No	ART Routes
2147	1N9040099YA140380	1023505	Yes	NABI	44811	LNG	LNG	ATN	\$15,800	100.00%	Local Funds	No	In Use	11/8/2000	1/1/2011	No	ART Routes
2150	1N9040094YA140383	1023493	Yes	NABI	44811	LNG	LNG	ATN	\$15,800	100.00%	Local Funds	Yes	In Use	11/15/2000	1/1/2011	No	ART Routes
2152	1N9040098YA140385	1023503	Yes	NABI	44811	LNG	LNG	ATN	\$15,800	100.00%	Local Funds	No	In Use	11/1/2000	1/1/2011	No	ART Routes
2153	1N904009XYA140386	1023518	Yes	NABI	44812	LNG	LNG	ATN	\$18,200	100.00%	Local Funds	No	In Use	1/31/2001	1/1/2011	No	ART Routes
2156	1N9040095YA140389	1023508	Yes	NABI	44812	LNG	LNG	ATN	\$18,200	100.00%	Local Funds	No	In Use	2/21/2001	12/11/2010	No	ART Routes
2157	1N9040091YA140390	1023509	Yes	NABI	44812	LNG	LNG	ATN	\$18,200	100.00%	Local Funds	No	In Use	2/21/2001	1/17/2011	No	ART Routes
2158	1N9040093YA140391	1023519	Yes	NABI	44812	LNG	LNG	ATN	\$18,200	100.00%	Local Funds	No	In Use	10/15/2001	1/17/2011	No	ART Routes
2159	1N9040095YA140392	1023511	Yes	NABI	44813	LNG	LNG	ATN	\$21,100	100.00%	Local Funds	No	In Use	3/25/2002	1/17/2011	No	ART Routes
2160	1N9040097YA140393	1023516	Yes	NABI	44811	LNG	LNG	ATN	\$15,800	100.00%	Local Funds	No	In Use	11/15/2000	1/1/2011	No	ART Routes
2161	1N9040099YA140394	1023510	Yes	NABI	44813	LNG	LNG	ATN	\$21,100	100.00%	Local Funds	No	In Use	3/25/2002	1/1/2011	No	ART Routes
2201	1N90400901A140337	1092555	Yes	NABI	44812	LNG	LNG	ATN	\$18,200	100.00%	Local Funds	No	In Use	12/14/2001	12/30/2010	No	ART Routes
2202	1N90400921A140338	1092542	Yes	NABI	44812	LNG	LNG	ATN	\$18,200	100.00%	Local Funds	No	In Use	11/20/2001	1/1/2011	No	ART Routes
2203	1N90400941A140339	1096389	Yes	NABI	44812	LNG	LNG	ATN	\$18,200	100.00%	Local Funds	No	In Use	12/27/2001	12/31/2010	No	ART Routes
2205	1N90400921A140341	1092558	Yes	NABI	44812	LNG	LNG	ATN	\$18,200	100.00%	Local Funds	No	In Use	11/20/2001	12/28/2010	No	ART Routes
2207	1N90400961A140343	1092548	Yes	NABI	44813	LNG	LNG	ATN	\$21,100	100.00%	Local Funds	No	In Use	1/9/2002	12/29/2010	No	ART Routes
62801	1GBG5V1G56F411820	1241622	Yes	El Dorado	25814	Chevy Kodiak	LPG	ATN	\$0	100.00%	Local Funds	No	In Use	3/1/2006	3/1/2006	No	ART Routes
62802	1GBG5V1G06F412244	1231349	Yes	El Dorado	25814	Chevy Kodiak	LPG	ATN	\$0	100.00%	Local Funds	No	In Use	3/1/2006	3/1/2006	No	ART Routes
62803	1GBG5V1G86F412430	1231348	Yes	El Dorado	25814	Chevy Kodiak	LPG	ATN	\$0	100.00%	Local Funds	No	In Use	3/1/2006	3/1/2006	No	ART Routes
62804	1GBG5V1G96F412467	1241602	Yes	El Dorado	25814	Chevy Kodiak	LPG	ATN	\$0	100.00%	Local Funds	No	In Use	3/1/2006	3/10/2006	No	ART Routes
62805	1GBG5V1GX6F412297	1231327	Yes	El Dorado	25814	Chevy Kodiak	LPG	ATN	\$0	100.00%	Local Funds	No	In Use	3/1/2006	3/10/2006	No	ART Routes
62806	1GBG5V1G96F412338	1241601	Yes	El Dorado	25814	Chevy Kodiak	LPG	ATN	\$0	100.00%	Local Funds	No	In Use	3/1/2006	3/10/2006	No	ART Routes
62807	1GBG5V1G86F412668	1231326	Yes	El Dorado	25814	Chevy Kodiak	LPG	ATN	\$0	100.00%	Local Funds	No	In Use	3/1/2006	3/10/2006	No	ART Routes
62808	1GBG5V1G06F411935	1241684	Yes	El Dorado	25814	Chevy Kodiak	LPG	ATN	\$0	100.00%	Local Funds	No	In Use	3/1/2006	3/10/2006	No	ART Routes
2105	1N9040091YA140342	Pending	Yes	NABI	44812	LNG	LNG	ATN	\$14,800	100.00%	Local Funds	Yes	In Use	4/1/2016	5/5/2016	No	ART Routes
2106	1N9040097YA140345	Pending	Yes	NABI	44812	LNG	LNG	ATN	\$14,800	100.00%	Local Funds	Yes	In Use	4/2/2016	5/5/2016	No	ART Routes
2107	1N9040091YA140339	Pending	Yes	NABI	44812	LNG	LNG	ATN	\$14,800	100.00%	Local Funds	Yes	In Use	4/3/2016	5/5/2016	No	ART Routes
2108	1N9040098YA140340	Pending	Yes	NABI	44812	LNG	LNG	ATN	\$14,800	100.00%	Local Funds	Yes	In Use	4/4/2016	5/5/2016	No	ART Routes
2109	1N904009XYA140341	Pending	Yes	NABI	44812	LNG	LNG	ATN	\$14,800	100.00%	Local Funds	Yes	In Use	4/5/2016	5/5/2016	No	ART Routes
TBD	LC06S24R4C0000004	Pending	Yes	BYD	44812	K9A 40' Battery Electric	Electricity	ATN	\$547,000	100.00%	Local Funds	Yes	In Use	3/1/2016	5/5/2016	No	ART Routes
TBD	LC06S24R4C0000005	Pending	Yes	BYD	44812	K9A 40' Battery Electric	Electricity	ATN	\$547,000	100.00%	Local Funds	Yes	In Use	3/2/2016	5/5/2016	No	ART Routes
TBD	LC06S24R2D0000019	Pending	Yes	BYD	44812	K9A 40' Battery Electric	Electricity	ATN	\$547,000	100.00%	Local Funds	Yes	In Use	3/3/2016	5/5/2016	No	ART Routes
TBD	LC06S24R2D0000020	Pending	Yes	BYD	44812	K9A 40' Battery Electric	Electricity	ATN	\$547,000	100.00%	Local Funds	Yes	In Use	5/15/2016	6/5/2016	No	ART Routes

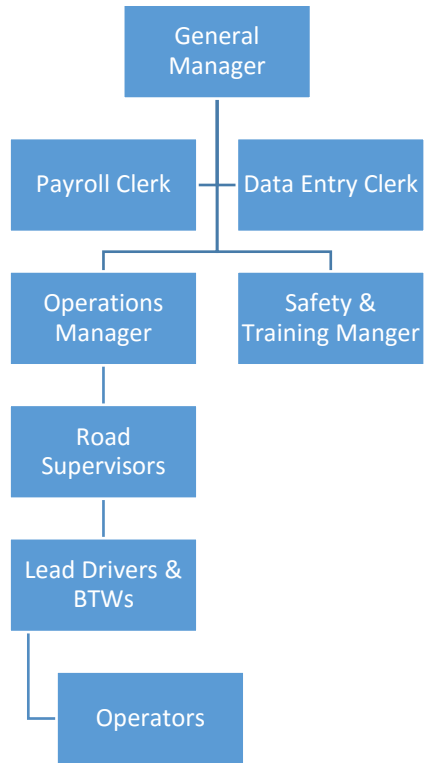
Vehicle #	Division	Program	Mode (Primary)	Service Type (Primary)	FTA 5310 Program	Installed Equipment	Revenue Vehicle	Mileage	Active	Warranty	Farebox Manufacturer	Farebox Serial #	AVL System Manufacturer	DR-600 S/N
1201	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator signs, GPS	Yes	99,768	Yes	Yes	SPX GENFARE	OD034586	Clever Devices	0025328001F7
1202	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator signs, GPS	Yes	107,102	Yes	Yes	SPX GENFARE	OD034579	Clever Devices	0050C226FIED
1203	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator signs, GPS	Yes	115,207	Yes	Yes	SPX GENFARE	OD034580	Clever Devices	0050C226EB6
1204	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator signs, GPS	Yes	115,133	Yes	Yes	SPX GENFARE	OD034578	Clever Devices	002532800IEF
1205	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator signs, GPS	Yes	84,471	Yes	Yes	SPX GENFARE	OD034589	Clever Devices	2532800000
1206	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator signs, GPS	Yes	111,318	Yes	Yes	SPX GENFARE	OD034587	Clever Devices	592693
1207	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator signs, GPS	Yes	102,984	Yes	Yes	SPX GENFARE	OD034590	Clever Devices	002532800IFF
1208	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator signs, GPS	Yes	101,515	Yes	Yes	SPX GENFARE	OD034584	Clever Devices	0025328001F9
1209	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator signs, GPS	Yes	97,127	Yes	Yes	SPX GENFARE	OD034591	Clever Devices	0022328001FA
1210	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator signs, GPS	Yes	103,097	Yes	Yes	SPX GENFARE	OD034577	Clever Devices	23800009
1211	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator signs, GPS	Yes	92,424	Yes	Yes	SPX GENFARE	OD034583	Clever Devices	0025328001FD
1212	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator signs, GPS	Yes	110,724	Yes	Yes	SPX GENFARE	OD034576	Clever Devices	2532800005
1213	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator signs, GPS	Yes	106,905	Yes	Yes	SPX GENFARE	OD034582	Clever Devices	002532800IDC
1214	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator signs, GPS	Yes	100,786	Yes	Yes	SPX GENFARE	OD034581	Clever Devices	2532800002
1215	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator signs, GPS	Yes	82,093	Yes	Yes	SPX GENFARE	OD034585	Clever Devices	2532800008
1216	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator signs, GPS	Yes	100,774	Yes	Yes	SPX GENFARE	OD034588	Clever Devices	002532800IFE
1217	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator signs, GPS	Yes	67,736	Yes	Yes	SPX GENFARE	OD034575	Clever Devices	002532800IFB
1218	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator signs, GPS	Yes	82,773	Yes	Yes	SPX GENFARE	OD021826	Clever Devices	0025328001FC
1219	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	85,950	Yes	No	SPX GENFARE	OD034594	Clever Devices	002532800170
1220	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, signs, GPS	Yes	83,498	Yes	No	SPX GENFARE	OD034593	Clever Devices	002532800189
1221	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	89,711	Yes	No	SPX GENFARE	OD034594	Clever Devices	002532800178
201101	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	172,112	Yes	No	SPX GENFARE	OD021809	Clever Devices	0050C226FIFD
201102	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	149,021	Yes	No	SPX GENFARE	OD021806	Clever Devices	0025328001FB
201103	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	176,906	Yes	No	SPX GENFARE	OD021813	Clever Devices	002532300IFC
201104	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	174,633	Yes	No	SPX GENFARE	OD021812	Clever Devices	002532800IFA
201105	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	135,240	Yes	No	SPX GENFARE	OD021802	Clever Devices	002532800IFE
201106	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	162,823	Yes	No	SPX GENFARE	OD021796	Clever Devices	0050C226FIFS
201107	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	145,828	Yes	No	SPX GENFARE	OD021820	Clever Devices	002532800IFF
201108	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	160,468	Yes	No	SPX GENFARE	OD021803	Clever Devices	002532800001
201109	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	154,376	Yes	No	SPX GENFARE	OD021819	Clever Devices	002532800003
2101	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	545,395	Yes	No	SPX GENFARE	OD004159		
2104	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	622,124	Yes	No	SPX GENFARE	OD004611		
2111	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	584,957	Yes	No	SPX GENFARE	OD004345		
2118	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	580,605	Yes	No	SPX GENFARE	OD004270		
2122	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	577,372	Yes	No	SPX GENFARE	OD004155		
2125	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	513,248	Yes	No	SPX GENFARE	OD004290		
2127	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	564,006	Yes	No	SPX GENFARE	OD004289		
2128	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	546,573	Yes	No	SPX GENFARE	OD004359		
2130	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	546,653	Yes	No	SPX GENFARE	OD004079		
2131	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	590,336	Yes	No	SPX GENFARE	OD004294		
2132	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	550,328	Yes	No	SPX GENFARE	OD004076		
2134	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	581,773	Yes	No	SPX GENFARE	OD004365		
2135	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	560,432	Yes	No	SPX GENFARE	OD004360		

Vehicle #	Division	Program	Mode (Primary)	Service Type (Primary)	FTA 5310 Program	Installed Equipment	Revenue Vehicle	Mileage	Active	Warranty	Farebox Manufacturer	Farebox Serial #	AVL System Manufacturer	DR-600 S/N
2136	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	569,162	Yes	No	SPX GENFARE	OD004140		
2137	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	575,482	Yes	No	SPX GENFARE	OD004353		
2138	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	568,780	Yes	No	SPX GENFARE	OD004273		
2139	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	567,860	Yes	No	SPX GENFARE	OD004299		
2140	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	604,320	Yes	No	SPX GENFARE	OD004295		
2141	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	583,942	Yes	No	SPX GENFARE	OD004292		
2143	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	629,270	Yes	No	SPX GENFARE	OD004305		
2147	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	641,634	Yes	No	SPX GENFARE	OD004278		
2150	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	592,607	Yes	No	SPX GENFARE	OD004287		
2152	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	618,581	Yes	No	SPX GENFARE	OD004257		
2153	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	611,788	Yes	No	SPX GENFARE	OD004204		
2156	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	563,879	Yes	No	SPX GENFARE	OD004144		
2157	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	614,965	Yes	No	SPX GENFARE	OD004193		
2158	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	612,597	Yes	No	SPX GENFARE	OD004275		
2159	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	602,736	Yes	No	SPX GENFARE	OD004086		
2160	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	576,993	Yes	No	SPX GENFARE	OD004196		
2161	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	659,054	Yes	No	SPX GENFARE	OD004302		
2201	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	577,707	Yes	No	SPX GENFARE	OD004078		
2202	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	576,789	Yes	No	SPX GENFARE	OD004283		
2203	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	610,918	Yes	No	SPX GENFARE	OD004222		
2205	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	566,349	Yes	No	SPX GENFARE	OD004107		
2207	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	560,265	Yes	No	SPX GENFARE			
62801	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	268,268	Yes	No	SPX GENFARE			
62802	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	236,420	Yes	No	SPX GENFARE			
62803	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	250,028	Yes	No	SPX GENFARE			
62804	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	257,882	Yes	No	SPX GENFARE			
62805	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	252,115	Yes	No	SPX GENFARE			
62806	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	255,620	Yes	No	SPX GENFARE			
62807	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	262,580	Yes	No	SPX GENFARE			
62808	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	243,848	Yes	No	SPX GENFARE			
2105	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	699,086	Yes	No	SPX GENFARE			
2106	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	683,039	Yes	No	SPX GENFARE	OD004281	Clever Devices	0050C226F2C2
2107	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	680,814	Yes	No	SPX GENFARE	OD021807	Clever Devices	0050C226F1EC
2108	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	715,308	Yes	No	SPX GENFARE	OD021810	Clever Devices	0050C226F2AC
2109	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	644,124	Yes	No	SPX GENFARE	OD021800	Clever Devices	005C22F1F1
TBD	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	10,000	Yes	Yes	SPX GENFARE	OD021821	Clever Devices	0050C226F2B4
TBD	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	10,000	Yes	Yes	SPX GENFARE	OD021808	Clever Devices	0050C226F285
TBD	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	10,000	Yes	Yes	SPX GENFARE	OD021817	Clever Devices	0050C226F2B9
TBD	ATN Operations	ART Routes	Bus (Motorbus)	Purchased Transportation	No	Farebox, Luminator, Signs, GPS	Yes	10,000	Yes	Yes	SPX GENFARE	OD021818	Clever Devices	002532800139


Vehicle #	OCU Serial #	GPS Modem Serial #	Sign Manufacturer	Front Sign Serial #	2 WAY RADIO S/N	FIRE SUPPRESSANT	FIRE SUPPRESSANT S/N
1201	592699	S0301195F2452	Twinvision	1249542	001TCW0899	KIDDE	3ALM124
1202	592672	S013I92660421	Twinvision	1249541	00ITCW0889	AMER-EX	1110025
1203	460091	S0301195F2162	Twinvision	1249548	00ITCW0732	AMER-EX	1103014
1204	592670	S0301195F1942	Twinvision	1249539	00ITCY0307	AMER-EX	1103008
1205	592676	S0301195F2254	Twinvision	1249544	00ITCW1018	AMER-EX	1208031
1206	2532800100	S0301195F2155	Twinvision	1249537	00ITCY0152	AMER-EX	1111024
1207	592705	S0301195F2272	Twinvision	1249546	00ITCY0361	KIDDE	00.00.413
1208	592697	S0301195F2661	Twinvision	1245449	00ITCY0108	KIDDE	3AL1800
1209	592708	S0301195F0620	Twinvision	1249536	00ITCY0110	KIDDE	
1210	592669	S013C9168113	Twinvision	1249549	00ITCU0376	AMER-EX	11.03.004
1211	592704	S0301195F2793	Twinvision	1249535	00ITCW0791	AMER-EX	12.08.028
1212	592647	S0301042B0344	Twinvision	1249543	00ITCY0371	KIDDE	00.00.5704
1213	59264	S0301195F2597	Twinvision	1249547	00ITCY0125	KIDDE	
1214	592659	S0301195F1073	Twinvision	1245450	00ITCW0752	KIDDE	00.05.701
1215	592706	S0301195F2471	Twinvision	1249538	00ITCY0382	KIDDE	00.05.697
1216	605289	S030119F50623	Twinvision	1249545	00ITGL1849	KIDDE	00.05.685
1217	592703	S0301195F2789	Twinvision	1249540	00ITCY0120	KIDDE	
1218	663794	S0301195F2838	Luminator	S2013-18	001TFJ0652	KIDDIE	00.00.6648
1219	472319	S0301195F2196	Luminator	S2012-19	001THY0891	AMER-EX	01.44.99
1220	616803	012002000624199	Luminator	S2012-20	001THY0899	AMER-EX	00.16.011
1221	616808	S0301195F2837	Luminator	S2012-21	001TJL0115	AMER-EX	00.15.160
201101	518264	S0301042B0605	Twinvision	20111279	001TJL0257	AMER-EX	10.12.008
201102	454758	S0301042B1219	Twinvision	20111278	001TJL0228	AMER-EX	10.12.005
201103	518265	S030104281216	Twinvision	20111274	001TJL0252	AMER-EX	1012001
201104	514824	20301042B0849	Twinvision	20111273	00ITJL0220	AMER-EX	10.12.009
201105	441960	20301042B0566	Twinvision	20111281	00ITJL0221	AMER-EX	10.12.006
201106	59200	S0301042B1042	Twinvision	20111275	00ITJL0233	AMER-EX	10.12.002
201107	441962	S0301042B0644	Twinvision	2011280	00ITJL0256	AMER-EX	10.12.010
201108	455189	S0301042B1956	Twinvision	20111277	001TJL0229	AMER-EX	12.12.004
201109	518250	S0301042B0834	Twinvision	20111276	001TJL0234	AMER-EX	1012007
2101							
2104							
2111							
2118							
2122							
2125							
2127							
2128							
2130							
2131							
2132							
2134							
2135							

Vehicle #	OCU Serial #	GPS Modem Serial #	Sign Manufacturer	Front Sign Serial #	2 WAY RADIO S/N	FIRE SUPPRESSANT	FIRE SUPPRESSANT S/N
2136							
2137							
2138							
2139							
2140							
2141							
2143							
2147							
2150							
2152							
2153							
2156							
2157							
2158							
2159							
2160							
2161							
2201							
2202							
2203							
2205							
2207							
62801	518265	SO301042B1835	Luminator	5105780030552921563424	001THY0912	KIDDIE	11907
62802	460072	SO300306B1241	Luminator	5105780030552921563421	001TCW0744	KIDDIE	13632
62803	N/A	N/A	Luminator	5105780030552921563419	001THY1007	KIDDIE	12768
62804	454785	SO13C91600888	Luminator	5105780030552921563425	001THY0895	KIDDIE	13549
62805	454807	SO301042B0477	Luminator	5105780030552921563422	001THY0904	KIDDIE	12828
62806	441934	SO301042B0679	Luminator	5105780030552921563418	001THY0897	KIDDIE	13565
62807	476569	SO301195F1674	Luminator	5105780030552921563420	001THY1287	KIDDIE	13521
62808	518247	SO300306B1453	Luminator	5105780030552921563423	001TGL1941	KIDDIE	30007
2105	518248	SO301195F2837	Luminator	5105780030552921563424	001THY0891	KIDDE	11.03.004
2106	518249	SO301042B0605	Luminator	5105780030552921563425	001THY0899	KIDDE	12.08.028
2107	518250	SO301042B1219	Luminator	5105780030552921563426	001TJL0115	KIDDE	00.00.5704
2108	518251	SO301042B1216	Luminator	5105780030552921563427	001TJL0257	KIDDIE	13632
2109	518252	20301042B0849	Luminator	5105780030552921563428	001TJL0228	AMER-EX	12768
TBD	518253	20301042B0566	Luminator	5105780030552921563429	001TJL0252	AMER-EX	00.05.701
TBD	518254	SO301042B1042	Luminator	5105780030552921563430	00ITJL0220	AMER-EX	00.05.697
TBD	518255	SO301042B0644	Luminator	5105780030552921563431	00ITCY0361	AMER-EX	00.05.685
TBD	518256	SO301042B1835	Luminator	5105780030552921563432	00ITCY0108	AMER-EX	3AL1800

Proposed Organizational Chart for Contractor Operations



All times listed are in PDT

EVIR®		Electronic Vehicle Inspection Report		Type: ART PAX COUNT		
Organization/Operator		DOT/NSC No.	Report No.	License Plate Number		
Anaheim Resort Transportation			124278	1391760		
Asset No.	VIN Number	MFG	In Service	Miles		
1210	1FDGF5GY8CEC01945	2012 Ford SD	14 Oct 2015	None Reported		
Inspection Date:		Inspection Duration:		Driver Name		
Thursday 08 Sep 2016 15:42		00:02:58		Ochoa, Jimmy		

DEFECTS NOTED DURING THIS INSPECTION: Asset: 1210 (Standard) Timestamp: 15:42:39 (Primary asset)							
Zone	Component	Condition	Status	Technician:	Repair Date:	Ref No.	Defect ID
Additional Data Collected							
Name				Value			
PICK UP				2			
STOPS				1			
ROUTE				RT 17 OUT BOUND			

Accepting Inspector	
Accepting Inspector:	Next Inspection Date: N/A (0)

Driver: Ochoa, Jimmy (102)	Asset: 1210 (21)	Repair: (0)	ANA552AC, 3.4.0	2010: 2.3.4 S/N 1015170650 Dev: NA		NOT	GPS: 8599479
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All times listed are in PDT

EVIR® Electronic Vehicle Inspection Report		Type: TRANSIT POST-TRIP	
Organization/Operator		DOT/NSC No.	Report No.
Anaheim Resort Transportation			124312
Asset No.	VIN Number	MFG	In Service
2136	1N904009XYA140369	2000 Neoplan	05 Nov 2015
Inspection Date:		Inspection Duration:	Driver Name
Thursday 08 Sep 2016 16:02		00:03:11	Prideaux, Gary

THE FOLLOWING ITEMS HAVE BEEN INSPECTED IN ACCORDANCE WITH THE STANDARD/REGULATION (IF EQUIPPED): Asset: 2136
 (Standard) Timestamp: 16:02:27 (Primary asset)

Zone	Time	Components	Defects	Verified
Operator Area	16:02:42	Other, Washer Fluid, Drivers Seat/belt, Emergency Equip, Steering, Park/service Brake, Alarms&signals, Brake Test, Ins/reg/accid Kit, Nameplate/clipbrd	N	Y
Driver Controls	16:02:46	Dash Lights, Driverside Mirror, Gauges/horns, Other, Pass Side Mirror, Shades, Wipers, Ac/heater (new), Ac/heater (old), Audio Video, Dispatch Radio, Destination Sign, Drive Cam, Avl Systems	N	Y
Right Front	16:03:02	Other, Lights, Suspension, Pass Side Windows, Entrance Door, Tires/ Wheels/lugs, Graphics, Body	N	Y
Right Rear	16:03:21	Other, Suspension, Clearance Lamps, Entrance Door, Batteries, Tires/ Wheels/lugs, Graphics, Fuel Cap	N	Y
Rear	16:03:41	Other, Clearance Lights, Brake/turn/tail, Graphics, Backup Alarm/light, Exhaust/tail Pipe, License Plate, Rear Bumper, Rear Windows	N	Y
Left Rear	16:03:53	Other, Driverside Windows, Suspension, Batteries, Tires/ Wheels/lugs, Graphics, Body, Radiator	N	Y
Left Front	16:04:04	Other, Driverside Windows, Lights, Suspension, Tires/ Wheels/lugs, Graphics, Body	N	Y
Front	16:04:11	Other, Low/hi Beam, Mirrors, Turn Signals, Washer Nozzels, Wipers, Body/bumper/grill, Destination Sign, Graphics, Windshield, Clearence Lights/antenna	N	Y
Bus Interior	16:05:05	Other, Entrance Area, Interior Light, Emerg Exits/lights, Floors, Kneel Sys&w/c Ramp, Passenger Seats, Passenger Windows, Wheelchair Ramp, Stanchion Rails	N	N

DEFECTS NOTED DURING THIS INSPECTION: Asset: 2136 (Standard) Timestamp: 16:02:27 (Primary asset)

Zone	Component	Condition	Status	Technician:	Repair Date:	Ref No.	Defect ID

Accepting Inspector	
Accepting Inspector:	Next Inspection Date: N/A (0)

Driver: Prideaux, Gary (116)	Asset: 2136 (58)	Repair: (0)	ANA3552X, 3.4.2	2010: 2.3.4 S/N 1015170740 Dev: NA		NOT	GPS: 8599290
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All times listed are in PDT

EVIR® Electronic Vehicle Inspection Report		Type: TRANSIT PRE-TRIP	
Organization/Operator		DOT/NSC No.	Report No.
Anaheim Resort Transportation			124290
Asset No.	VIN Number	MFG	In Service
2104	1N9040096YA140336	2000 Neoplan	04 Nov 2015
Inspection Date:		Inspection Duration:	Driver Name
Thursday 08 Sep 2016 15:47		00:05:41	Lee, Margaret

THE FOLLOWING ITEMS HAVE BEEN INSPECTED IN ACCORDANCE WITH THE STANDARD/REGULATION (IF EQUIPPED): Asset: 2104 (Standard) Timestamp: 15:47:34 (Primary asset)				
Zone	Time	Components	Defects	Verified
Right Rear	15:49:40	Other, Suspension, Clearance Lamps, Entrance Door, Batteries, Tires/ Wheels/lugs, Graphics, Fuel Cap	N	Y
Rear	15:49:51	Other, Clearance Lights, Brake/turn/tail, Graphics, Backup Alarm/light, Exhaust/tail Pipe, License Plate, Rear Bumper, Rear Windows	N	Y
Left Rear	15:50:01	Other, Driverside Windows, Suspension, Clearance Lamps, Batteries, Tires/ Wheels/lugs, Graphics, Body, Radiator	N	Y
Left Front	15:50:13	Other, Driverside Windows, Lights, Suspension, Tires/ Wheels/lugs, Graphics, Body	N	Y
Front	15:50:22	Other, Low/hi Beam, Mirrors, Turn Signals, Washer Nozzels, Wipers, Body/bumper/grill, Destination Sign, Graphics, Windshield, Clearance Lights/antenna	N	Y
Right Front	15:50:29	Other, Lights, Suspension, Pass Side Windows, Entrance Door, Tires/ Wheels/lugs, Graphics, Body	N	Y
Driver Controls	15:51:58	Dash Lights, Driverside Mirror, Gauges/horns, Other, Pass Side Mirror, Shades, Wipers, Ac/heater (new), Ac/heater (old), Audio Video, Dispatch Radio, Destination Sign, Drive Cam, Avl Systems	N	Y
Operator Area	15:52:07	Other, Washer Fluid, Drivers Seat/belt, Emergency Equip, Steering, Park/service Brake, Alarms&signals, Brake Test, Ins/reg/accid Kit, Nameplate/clipbrd	N	Y
Bus Interior	15:52:37	Other, Entrance Area, Interior Light, Emerg Exits/lights, Floors, Kneel Sys&w/c Ramp, Passenger Seats, Passenger Windows, Wheelchair Ramp, Stanchion Rails	N	Y

DEFECTS NOTED DURING THIS INSPECTION: Asset: 2104 (Standard) Timestamp: 15:47:34 (Primary asset)							
Zone	Component	Condition	Status	Technician:	Repair Date:	Ref No.	Defect ID

Accepting Inspector	
Accepting Inspector:	Next Inspection Date: N/A (0)

Driver: Lee, Margaret (77)	Asset: 2104 (27)	Repair: (0)	ANA3552W, 3.4.2	2010: 2.3.4 S/N 1015170705 Dev: NA		NOT	GPS: 8599328
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Row Labels	Passengers -- Core ART
FY 2016	2,784,596
Jan	150,488
Sunday	22,470
Saturday	31,019
Weekday	96,999
Feb	145,636
Sunday	23,853
Saturday	26,550
Weekday	95,233
Mar	247,444
Sunday	27,522
Saturday	31,196
Weekday	188,726
Apr	213,403
Sunday	23,448
Saturday	35,197
Weekday	154,758
May	200,799
Sunday	29,708
Saturday	30,053
Weekday	141,038
Jun	245,708
Sunday	26,965
Saturday	26,316
Weekday	192,427
Jul	302,318
Sunday	30,980
Saturday	35,824
Weekday	235,514
Aug	268,760
Sunday	34,782
Saturday	45,179
Weekday	188,799
Sep	190,912
Sunday	29,475
Saturday	35,550
Weekday	125,887
Oct	265,847
Sunday	31,128
Saturday	53,818
Weekday	180,901
Nov	236,486
Sunday	36,151
Saturday	36,829
Weekday	163,506
Dec	316,795
Sunday	41,236
Saturday	46,317
Weekday	229,242
Grand Total	2,784,596

Row Labels	Rt 20 Total Passengers
7/1/2015	13,880
7/2/2015	16,554
7/3/2015	16,749
7/4/2015	19,092
7/5/2015	12,676
7/6/2015	17,487
7/7/2015	14,986
7/8/2015	17,032
7/9/2015	16,044
7/10/2015	19,217
7/11/2015	16,415
7/12/2015	20,238
7/13/2015	18,660
7/14/2015	16,372
7/15/2015	17,358
7/16/2015	21,653
7/17/2015	22,592
7/18/2015	16,232
7/19/2015	21,869
7/20/2015	20,466
7/21/2015	20,013
7/22/2015	19,929
7/23/2015	18,129
7/24/2015	18,888
7/25/2015	20,887
7/26/2015	20,743
7/27/2015	17,925
7/28/2015	17,511
7/29/2015	16,016
7/30/2015	15,126
7/31/2015	20,455
8/1/2015	19,924
8/2/2015	24,051
8/3/2015	20,889
8/4/2015	20,151
8/5/2015	16,253
8/6/2015	16,227
8/7/2015	16,095
8/8/2015	17,319
8/9/2015	21,508
8/10/2015	20,030
8/11/2015	15,774
8/12/2015	16,409
8/13/2015	13,712
8/14/2015	15,087

8/15/2015	21,502
8/16/2015	16,243
8/17/2015	21,077
8/18/2015	18,888
8/19/2015	20,597
8/20/2015	22,859
8/21/2015	20,654
8/22/2015	21,133
8/23/2015	23,040
8/24/2015	12,925
8/25/2015	11,312
8/26/2015	11,899
8/27/2015	10,510
8/28/2015	22,697
8/29/2015	20,186
8/30/2015	19,264
8/31/2015	11,320
9/1/2015	9,286
9/2/2015	7,719
9/3/2015	7,849
9/4/2015	32,878
9/5/2015	16,347
9/6/2015	22,767
9/7/2015	40,840
9/8/2015	7,549
9/9/2015	6,314
9/10/2015	6,278
9/11/2015	25,154
9/12/2015	22,418
9/13/2015	19,658
9/14/2015	8,247
9/15/2015	7,146
9/16/2015	8,656
9/17/2015	10,789
9/18/2015	31,881
9/19/2015	29,732
9/20/2015	23,245
9/21/2015	12,111
9/22/2015	8,812
9/23/2015	12,482
9/24/2015	9,559
9/25/2015	25,122
9/26/2015	25,841
9/27/2015	23,073
9/28/2015	12,217
9/29/2015	9,380
9/30/2015	9,366

10/1/2015	12,476
10/2/2015	28,406
10/3/2015	33,497
10/4/2015	27,339
10/5/2015	15,988
10/6/2015	14,515
10/7/2015	12,654
10/8/2015	14,792
10/9/2015	23,268
10/10/2015	21,204
10/11/2015	19,577
10/12/2015	16,282
10/13/2015	13,756
10/14/2015	14,216
10/15/2015	18,213
10/16/2015	24,012
10/17/2015	22,807
10/18/2015	27,535
10/19/2015	14,326
10/20/2015	11,110
10/21/2015	9,712
10/22/2015	12,141
10/23/2015	22,998
10/24/2015	28,400
10/25/2015	46,007
10/26/2015	12,311
10/27/2015	10,029
10/28/2015	10,744
10/29/2015	9,955
10/30/2015	24,074
10/31/2015	18,146
11/1/2015	22,193
11/2/2015	10,062
11/3/2015	7,689
11/4/2015	8,229
11/5/2015	9,279
11/6/2015	46,932
11/7/2015	20,589
11/8/2015	26,373
11/9/2015	8,726
11/10/2015	10,944
11/11/2015	31,442
11/12/2015	9,731
11/13/2015	23,923
11/14/2015	22,976
11/15/2015	16,175
11/16/2015	12,552

11/17/2015	14,960
11/18/2015	9,325
11/19/2015	9,793
11/20/2015	32,184
11/21/2015	27,589
11/22/2015	31,104
11/23/2015	37,927
11/24/2015	34,416
11/25/2015	32,081
11/26/2015	18,073
11/27/2015	28,818
11/28/2015	21,340
11/29/2015	29,796
11/30/2015	10,386
12/1/2015	10,367
12/2/2015	12,586
12/3/2015	10,869
12/4/2015	23,601
12/5/2015	31,888
12/6/2015	35,748
12/7/2015	14,471
12/8/2015	14,613
12/9/2015	16,081
12/10/2015	19,728
12/11/2015	32,275
12/12/2015	32,535
12/13/2015	34,287
12/14/2015	28,482
12/15/2015	26,551
12/16/2015	31,815
12/17/2015	33,134
12/18/2015	27,282
12/19/2015	29,319
12/20/2015	22,435
12/21/2015	20,145
12/22/2015	15,528
12/23/2015	24,385
12/24/2015	16,294
12/25/2015	33,568
12/26/2015	26,294
12/27/2015	19,983
12/28/2015	31,928
12/29/2015	27,765
12/30/2015	25,220
12/31/2015	27,173
1/1/2016	27,947
1/2/2016	24,408

1/3/2016	30,435
1/4/2016	27,055
1/5/2016	9,226
1/6/2016	8,520
1/7/2016	10,979
1/8/2016	32,825
1/9/2016	24,113
1/10/2016	27,919
1/11/2016	9,741
1/12/2016	8,982
1/13/2016	7,876
1/14/2016	7,719
1/15/2016	25,637
1/16/2016	18,315
1/17/2016	23,628
1/18/2016	26,240
1/19/2016	6,442
1/20/2016	7,844
1/21/2016	7,724
1/22/2016	23,389
1/23/2016	16,086
1/24/2016	21,497
1/25/2016	9,639
1/26/2016	7,129
1/27/2016	8,214
1/28/2016	8,312
1/29/2016	22,277
1/30/2016	27,090
1/31/2016	7,776
2/1/2016	7,519
2/2/2016	6,407
2/3/2016	7,532
2/4/2016	7,617
2/5/2016	19,534
2/6/2016	34,135
2/7/2016	27,582
2/8/2016	21,129
2/9/2016	7,142
2/10/2016	9,458
2/11/2016	10,617
2/12/2016	21,105
2/13/2016	18,425
2/14/2016	30,932
2/15/2016	24,476
2/16/2016	12,290
2/17/2016	12,979
2/18/2016	12,081

2/19/2016	24,455
2/20/2016	24,021
2/21/2016	25,223
2/22/2016	9,060
2/23/2016	8,221
2/24/2016	9,150
2/25/2016	10,021
2/26/2016	22,474
2/27/2016	26,798
2/28/2016	25,527
2/29/2016	8,365
3/1/2016	7,687
3/2/2016	9,649
3/3/2016	7,615
3/4/2016	28,689
3/5/2016	25,307
3/6/2016	16,566
3/7/2016	7,379
3/8/2016	13,121
3/9/2016	12,823
3/10/2016	12,662
3/11/2016	17,141
3/12/2016	25,705
3/13/2016	26,894
3/14/2016	15,007
3/15/2016	18,770
3/16/2016	18,912
3/17/2016	21,783
3/18/2016	18,473
3/19/2016	25,761
3/20/2016	25,137
3/21/2016	21,423
3/22/2016	20,981
3/23/2016	24,945
3/24/2016	24,151
3/25/2016	23,411
3/26/2016	17,459
3/27/2016	19,004
3/28/2016	20,057
3/29/2016	21,987
3/30/2016	18,390
3/31/2016	22,677
4/1/2016	18,289
4/2/2016	14,243
4/3/2016	25,698
4/4/2016	16,780
4/5/2016	13,986

4/6/2016	16,344
4/7/2016	15,266
4/8/2016	12,215
4/9/2016	11,639
4/10/2016	24,131
4/11/2016	14,154
4/12/2016	13,484
4/13/2016	15,658
4/14/2016	14,706
4/15/2016	18,913
4/16/2016	18,825
4/17/2016	22,902
4/18/2016	10,646
4/19/2016	9,190
4/20/2016	10,493
4/21/2016	10,886
4/22/2016	13,065
4/23/2016	19,309
4/24/2016	25,349
4/25/2016	13,591
4/26/2016	10,109
4/27/2016	12,224
4/28/2016	12,129
4/29/2016	22,531
4/30/2016	16,190
5/1/2016	33,042
5/2/2016	10,376
5/3/2016	10,970
5/4/2016	16,814
5/5/2016	13,589
5/6/2016	16,922
5/7/2016	14,504
5/8/2016	19,960
5/9/2016	11,194
5/10/2016	10,413
5/11/2016	10,155
5/12/2016	10,199
5/13/2016	18,166
5/14/2016	16,574
5/15/2016	26,668
5/16/2016	12,714
5/17/2016	10,855
5/18/2016	10,712
5/19/2016	13,756
5/20/2016	25,037
5/21/2016	20,695
5/22/2016	25,671

5/23/2016	11,308
5/24/2016	16,802
5/25/2016	9,931
5/26/2016	16,798
5/27/2016	15,367
5/28/2016	16,244
5/29/2016	18,116
5/30/2016	24,372
5/31/2016	13,855
6/1/2016	15,339
6/2/2016	13,602
6/3/2016	16,142
6/4/2016	17,583
6/5/2016	21,352
6/6/2016	22,364
6/7/2016	24,415
6/8/2016	22,283
6/9/2016	28,735
6/10/2016	20,666
6/11/2016	16,603
6/12/2016	24,524
6/13/2016	15,867
6/14/2016	14,695
6/15/2016	16,389
6/16/2016	21,304
6/17/2016	15,967
6/18/2016	16,730
6/19/2016	13,147
6/20/2016	10,116
6/21/2016	15,832
6/22/2016	16,116
6/23/2016	15,927
6/24/2016	15,977
6/25/2016	16,446
6/26/2016	22,496
6/27/2016	15,688
6/28/2016	14,332
6/29/2016	13,704
6/30/2016	17,066
7/1/2016	16,768
Grand Total	6,707,616