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Inspector General

OFFICE OF INSPECTOR GENERAL
PALM BEACH COUNTY



Inspector General
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“Enhancing Public Trust in Government”

Investigative Report

2018-0005

Palm Tran – Contractor Maruti Fleet & Management

September 16, 2019

Insight – Oversight – Foresight

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PALM TRAN – CONTRACTOR MARUTI FLEET & MANAGEMENT

SUMMARY

WHAT WE DID

On April 13, 2018, Palm Tran, Inc. (Palm Tran) reported to the Palm Beach County Office of Inspector General (OIG) that it had discovered that contractor Maruti Fleet & Management, LLC (Maruti) failed to comply with Palm Tran Connection (PTC) Paratransit Services Contract 14-041/SC (Contract), as well as applicable laws, rules, and standards.

The complaint alleged that:

Allegation (1): Maruti did not properly maintain vehicle maintenance and repair records, as required by the Contract and the Florida Administrative Code.

Allegation (2): Maruti did not maintain insurance coverage for Palm Tran Connection paratransit vehicles, as required by the Contract.

Our review included analysis of the Contract, including Request for Proposal No. 14-041/SC (RFP) and Maruti's response to the RFP; maintenance and repair records for 52 PTC owned vehicles assigned to Maruti under the Contract; Maruti employee emails relating to the Contract; PTC reports and reviews under the Contract; time sheet records for

current and former Maruti West Palm Beach facility employees; applicable Florida Administrative Rules and Statutes; and the Florida Department of Transportation Preventative Maintenance Manual.

During the course of our review, we developed the following additional allegations:

Allegation (3): Maruti employees falsified or directed other Maruti employees to falsify Palm Tran paratransit vehicle maintenance and repair records, in violation of the Contract.

Allegation (4): Maruti staff utilized used parts to maintain and repair PTC vehicles, in violation of the Contract.

Allegation (5): Maruti staff placed in service vehicles needing repair and altered and/or disabled Palm Tran paratransit vehicle safety equipment, in violation of the Contract.

Allegation (6): Maruti employees assigned exclusively to the PTC Contract worked on non-PTC projects, in violation of the Contract.

WHAT WE FOUND

Allegation (1): is supported. Maruti did not maintain and retain vehicle maintenance records in a Management Information System throughout the entire Contract period, as required by the Contract. Additionally, Maruti inspection and repair logs were not retained for the time period required under the terms of the Contract and Florida Administrative Code.

Allegation (2): is supported. Records provided by PTC and insurance broker Cobbs & Allen reflect that Maruti temporarily suspended insurance coverage on PTC vehicles, in violation of the Contract. One of the uninsured vehicles was dispatched for transit service.

Allegation (3): is supported. Maruti executive management instructed Maruti mechanics to sign inaccurate or falsified maintenance and repair records, and temporarily added parts to vehicles in order to pass inspections, which hindered PTC's ability to verify that Maruti was following the preventative maintenance requirements.

Allegation (4): is supported. Maruti mechanics installed used parts in PTC vehicles in violation of the Contract.

Allegation (5): is supported. Maruti placed in service vehicles needing repair and deliberately altered and/or disabled Palm Tran paratransit vehicle safety equipment.

Allegation (6): is supported. Maruti West Palm Beach facility "Key Personnel" performed worked on non-PTC assignments.

RECOMMENDATIONS - REFERRALS

There are no recommended corrective actions for PTC. PTC identified some of the issues with Maruti's performance, put Maruti on a corrective action plan, promptly reported issues discovered during the corrective action plan period to our office, and subsequently cancelled the Contract.

During our review, we found several issues beyond those identified and reported to our office by PTC. Accordingly, we found sufficient information in totality that warrant referral of this report to Palm Beach County for a determination of whether the initiation of suspension or debarment proceedings against Maruti is appropriate. Additionally, we found sufficient information to warrant referral of this report to the Florida Department of Transportation and the U.S. Department of Transportation for any action deemed appropriate.

The OIG provided Maruti with an opportunity to respond to the findings in this report. Our comments regarding Maruti's response are detailed at the conclusion of this report.



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BACKGROUND

Palm Tran was incorporated by the Palm Beach County (County) Board of County Commissioners (BOCC) in 1995 to provide public transportation for the residents and visitors of the County. Palm Tran has two departments: Palm Tran Fixed Route and PTC.



PTC is a shared ride, door to door paratransit service that provides transportation for residents and visitors in the County under the following programs: Americans with Disabilities Act, Division of Senior Services, Transportation Disadvantaged Program, and Medicaid. Private entities contract with the County to operate the door-to-door service for senior citizens and individuals with disabilities. PTC staff schedules all trips, prepares vehicle manifests, handles customer concerns and commendations, determines eligibility, and monitors the performance of the contract transportation providers.¹

Maruti was incorporated in the State of Florida on May 27, 2004 as a for profit entity with a principal office address in Orange Park, Florida and with Nita Parikh as its President (President Parikh). Public records reviewed by the OIG indicates that Maruti currently or previously has operated transportation management systems in San Antonio and Corpus Christi, Texas and Orlando, West Palm Beach, and Hollywood, Florida.

On September 9, 2014, the BOCC approved seven year contracts with three PTC transportation providers, to include Maruti, which was to be paid \$35,017,147 for the contract period. Maruti was contracted to provide maintenance, cleaning, repair, and drivers for PTC-provided vehicles. On October 7, 2014, County and Maruti executed the Contract for Palm Tran Connection Paratransit Services Run Package C (Contract No. 14-041/SC), designated as BOCC Resolution R2014-1542.

After developing concerns regarding the implementation of the Contract, Palm Tran staff began an internal review of Maruti on August 9, 2017. On November 15, 2017, PTC met with Maruti executive managers to present PTC's findings that Maruti "altered the functionality of several safety devices" installed on PTC vehicles and requested Maruti "take immediate corrective action." In December 2017, PTC conducted an initial vehicle

¹ <http://discover.pbcgov.org/palmtran/Pages/Connection.aspx>

file review “as a result of continuing concerns over the safety of the fleet,” with a follow-up progress review scheduled for March 26, 2018.

On April 3, 2018, PTC made copies of all vehicle maintenance records at Maruti’s West Palm Beach facility. PTC filed a complaint with the OIG, and provided copies of Maruti’s vehicle maintenance records to the OIG for review. The OIG subsequently reviewed and analyzed 4,000 Maruti maintenance records. These records consisted of Maruti’s:

- Handwritten post-repair logs,
- Handwritten post-inspection logs,
- Handwritten and computer-generated Preventative Maintenance (PM) Inspection forms,
- Computer-generated, post-repair/inspection Work Orders,
- Handwritten parts forms,
- Handwritten Daily Vehicle Inspection Reports (DVIR), and
- Handwritten missing statement memos.

The OIG also obtained payroll records and some emails from Maruti related to the Contract; however, Maruti advised the OIG that it was unable to recover emails for President Parikh and several former employees.

During the period February 16, 2015 to February 28, 2019, PTC assessed Maruti \$334,480.00 in liquidated damages based on Maruti’s failure to comply with Contract provisions, including requirements for maintenance, insurance, driver performance, and record keeping.

Effective March 31, 2019, the Contract between Maruti and PTC was terminated, and Maruti agreed to transfer all County vehicles to other paratransit contractors.

ALLEGATIONS AND FINDINGS

Allegation (1):

Maruti did not properly maintain vehicle maintenance and repair records, as required by the Contract and the Florida Administrative Code.

Governing Directive: Palm Tran Contract No. 14-041/SC and Rule 14-90.004, Florida Administrative Code

Finding:

The allegation is **supported**.

Palm Tran Contract No. 14-041/SC states:

.....

EXHIBIT A, SCOPE OF WORK

....

4.6 VEHICLES AND VEHICLE MAINTENANCE

General Requirements

CONTRACTOR shall be responsible for the vehicle maintenance in its Run Package of all revenue vehicles assigned by Palm Tran Connection to the CONTRACTOR in Attachment 1. All maintenance must comply with Section 14-90-004 of the Florida Administrative Code.

.....

CONTRACTOR shall maintain adequate records to enable Palm Tran Connection to verify that a preventative maintenance (PM) schedule is being adhered to by the CONTRACTOR.

.....

4.6.2 Vehicle Files

.....



The CONTRACTOR shall also maintain a file for each vehicle in revenue service. This file must include the following information:

- a. A copy of the vehicle's valid registration.
- b. A copy of any maintenance report including all scheduled and ad-hoc repairs (pre-trip, preventative or annual inspections must also be in the vehicle file) performed on the vehicle. Maintenance reports must be kept in the Contractor provided MIS system. The MIS system provided must meet or exceed the standards of the Preventative Maintenance Standards Manual.

.....

4.6.8 Maintenance Reporting

CONTRACTOR is required to document all maintenance performed on a fleet maintenance MIS system. The documentation must include: the date of the service, current mileage, VIN/plate/vehicle numbers and the type and extent of the service being performed. Such documentation shall be retained by the CONTRACTOR for a minimum of five (5) years after termination of the Contract.

On December 29, 2014, the then-Director of PTC, Ron Jones, and the Director of Operations for Maruti, Markus G. Moore, executed a New Vehicle Assignment Acceptance Implementing Contract (R2014-1542), which became effective January 6, 2015 and assigned vehicles listed in Exhibit A to Maruti. The New Vehicle Assignment Acceptance Implementing Contract (R2014-1542) provided:

14. CONTRACTOR RESPONSIBILITIES. The CONTRACTOR shall have the following duties which it agrees will be faithfully executed during the term of the CONTRACT:

.....

h. The CONTRACTOR shall be required to prepare and keep Vehicle files by Vehicle number, documenting each Vehicle's maintenance history including, but not limited to: pre-trip inspections, preventative maintenance, scheduled maintenance, inspections, parts, usage, unscheduled maintenance, and accident repairs. Said files shall be current throughout the duration of the CONTRACT ...



In addition, Rule 14-90.004, Florida Administrative Code (FAC) - Bus Transit System Operational Standards states:

.....

(4)(d) Records are maintained and provide written documentation of preventive maintenance, regular maintenance, inspections, lubrication, and repairs performed for each bus under their control. Such records shall be maintained by the bus transit system for at least four years and, at a minimum, provide the following information:

1. Identification of the bus, the make, model, and license number, or other means of positive identification and ownership.
2. Date, mileage, description, and each type of inspection, maintenance, lubrication, or repair performed.
4. The name and address of any entity or contractor performing an inspection, maintenance, lubrication, or repair.

OIG Examination of Maruti Records and Emails

During 2015-2016, Maruti maintained hard copy paper files of Inspection and Repair Logs for the vehicles PTC assigned to Maruti. Maruti provided hard copies of these files to PTC, and PTC provided copies to the OIG for review and examination.

On November 4, 2016--two years and 28 days after the Contract was executed-- then Vice President George Cavelle (VP Cavelle) sent Maruti employees an internal email with templates for these logs. The email states, "Please see attached Maintenance Logs for future use." OIG staff could not find any supporting documents for the work documented in the logs as being performed in 2015 or 2016.

The OIG requested review of Maruti's electronic file system relative to the vehicles assigned by PTC. The OIG found electronically retained work orders on Maruti's Management Plus system, but there were no Inspection or Repair logs retained in the Management Plus computer system, as required by the terms of the Contract.

Maruti Vice President Eduardo Carrion (VP Carrion) wrote in a letter to PTC dated March 27, 2018, that “Maruti’s maintenance software was hacked by an individual and the database wiped-out in August of 2017”.

On August 14, 2017, Maruti IT staff member Jabal Raval emailed Maruti Assistant General Manager Roxine Quiles (GM² Quiles), Maruti Vice President Gloria Martin (VP Martin), Maruti Corporate Liaison Parth Parikh (Liaison Parikh), President Parikh, Maruti General Manager Fred Rubenstein (GM Rubenstein) and others the following:

Guys, I have only bad news today [sic] The MP database is not backed up, we use a free version of SQL which does not have this service. We also were sharing 1 use [sic] id/password so while its certainly possible that the named employee was deleting data out of spite, we have no paper trail to prove that either. The only option we have is to enter that data all over again.

In an August 28, 2017 email from Maruti Administrative Assistant Andrea Griffith-Gonzalez to President Parikh, Maruti Vice President Charles Odimgbe (VP Odimgbe), VP Martin, and others, Ms. Griffith-Gonzalez wrote:

Nita, I have spoken to Roxine as she has explain [sic] due to the fact someone deleted all the file [sic] it will take a little while to put them all back in the system ... I was told by Roxine that whoever deleted the files for West Palm has also deleted the files for hollywood [sic]. That was the reason I couldn’t find the information you requested. We are starting from scratch in the Management Plus system with hopes that with limited access that is given this will not happen again.

In a November 30, 2017 email to Liaison Parikh, GM Rubenstein wrote:

WPB is in day #2 of a comprehensive maintenance audit by Palm Tran. While we laboriously reconstructed hard-copy files, what we have is a poor portrait of preventive maintenance procedures and other such items required under the RFP.

In an email to Liaison Parikh dated December 7, 2017, GM Rubenstein wrote:

The core data is a train wreck with more holes than a swiss [sic] cheese. Palm Tran did a four-day audit and I was given a peek at the results three hours ago.

In an email between Liaison Parikh, GM Rubenstein, GM Quiles, Maruti Maintenance Manger Fritz Simon (Manager Simon), and Mr. Raval on December 26, 2017, President Parikh wrote:

.... I wanted to know if everyone was free around 5:00 today to discuss Management Plus...We also want to know if WPB does have [sic] physical paper records for all the maintenance done on the vehicles?...

² Roxine Quiles was promoted from Assistant General Manager to General Manager in June 2018; however, for purposes of consistency her title will be General Manager (GM) throughout the report.

GM Rubenstein responded by writing:

We will be available. The written records are incomplete.

OIG Interview of Palm Tran Senior Manager Chad Hockman

The OIG interviewed PTC Senior Manager Chad Hockman (Manager Hockman). Manager Hockman is responsible for overseeing all functional operations of PTC including contract management, inspections of vehicles, and audits of PTC vendors.

Manager Hockman became concerned regarding Maruti's compliance with the maintenance requirements after observing Maruti's West Palm Beach facility, customer complaints regarding vehicle cleanliness, and vehicles in poor condition. In November and December 2016, PTC received multiple customer service complaints about Maruti. Based on these complaints, Manager Hockman requested that Maruti provide documentation regarding the maintenance of the vehicles. Manager Hockman explained that per the Contract, vehicles are scheduled for preventive maintenance every 5,000 miles and body damage to the vehicles must be repaired within 30 days of incident.

Manager Hockman noticed gaps in the documentation provided by Maruti: inspection forms and wash logs were incomplete, the vehicles were not documented to have undergone inspection every 5,000 miles, body damage was not documented as repaired within the required timeframe, and vehicle cleanings were not documented according to contractual standards.

GM Rubenstein told Manager Hockman that Maruti West Palm Beach Maintenance Manager Rock Ambrose (Manager Ambrose) deleted electronic maintenance files, including those needed for Palm Tran's annual performance audit. GM Rubenstein told Manager Hockman that Maruti Utility Worker Shacoya Key was primarily responsible for uploading and preserving maintenance files.

OIG Interview of PTC Operations Manager Charlie Boettiger

PTC Operations Manager Charlie Boettiger (Manager Boettiger) was the PTC primary manager for the Contract. Manager Boettiger told the OIG that Maruti first began utilizing an electronic maintenance system during the latter part of 2017; almost two years after the contract began. When PTC reviewed Maruti 2015 and 2016 maintenance records, they consisted of handwritten logs documenting that maintenance was performed. Maruti would sometimes have back-up documentation to support the handwritten logs. Manager Boettiger was frustrated that Maruti employees would either not have an answer or were inconsistent and contradictory when asked about the lack of required records. Manager Boettiger stated that PTC compared Maruti's records to its approved maintenance plan. Manager Boettiger considered Maruti's responses to the lack of an electronic maintenance system as inconsistent and unacceptable.

Manager Boettiger described the necessary elements for acceptable maintenance and repair documentation as:

- Date of service,
- Vehicle identifier (VIN number or vehicle number),
- Mileage at the time of service,
- Date, name, and signature of the mechanic performing the work,
- The mechanic's specific findings,
- Specific actions by mechanics to correct a problem, and
- Parts utilized, and where they were obtained

Manager Boettiger stated that in 2017, Maruti reported that their fleet maintenance system had been "hacked" and that an unknown individual wiped out their fleet records. Manager Boettiger did not receive a clear answer from Maruti regarding whether Maruti's database had a back-up system. During the interview, OIG staff were shown a letter from VP Carrion to PTC which represented that Maruti had hardcopy files as backup to the information deleted from the database. Manager Boettiger stated that PTC has never seen these hardcopy files.

According to Manager Boettiger, if mechanics were not entering the information directly into the database, they should have had supporting documents to show maintenance and repair details. Maruti never showed Manager Boettiger this requested level of detail.

OIG Interview of Former Maruti General Manager Fredrick Rubenstein

GM Rubenstein was the General Manager of the West Palm Beach Maruti facility from March 1, 2016 through April 13, 2018, when he resigned. GM Rubenstein was responsible for maintenance, safety, on-time performance, compliance, public relations, and Contract responsibilities. GM Rubenstein told the OIG that when preventative maintenance operations were completed, there should have been two corresponding records; the entry in the Management Plus database, and a paper copy subject to review by PTC. Ms. Key was responsible for uploading maintenance records and receipts in Management Plus. Maruti was required to keep copies of receipts in the paper files to show it used Original Equipment Manufacturer (OEM) parts per the contract. However, Maruti often used non-OEM parts and disposed of those corresponding receipts. This practice was per the direction of President Parikh.

GM Rubenstein told the OIG that on one occasion, Ms. Key called GM Rubenstein to her desk, and they watched as files disappeared in Management Plus on her computer screen. The disappearing digital files included records of repair operations and mileage entries that Ms. Key had previously accurately entered. GM Rubenstein was unaware of who was responsible for the deleted entries, but knew it was nobody in the West Palm Beach facility. GM Rubenstein and Ms. Key were the only staff who had computer access to the files in West Palm Beach. President Parikh, VP Carrion, and VP Odingbe had full access.

VP Martin told GM Rubenstein that paper records were kept prior to the database implementation.

According to GM Rubenstein, Manager Ambroise could not have been the person who deleted the computer files because Manager Ambroise was no longer a Maruti employee when the files disappeared. The only way to have access to the system was from a computer that was connected to the Maruti network.

Following the deletion of electronic files, GM Rubenstein enlisted Mr. Raval to restore the files. Mr. Raval told GM Rubenstein he could only restore some of the digital records.

OIG Interview of former Maruti Utility Worker Shacoya Key

Ms. Key worked for Maruti in West Palm Beach from 2015 to 2018. She was responsible for entering information into the maintenance database after work was completed by mechanics. Information was obtained from handwritten work order parts forms.

Ms. Key stated that in 2015 and 2016 Maruti was solely using paper records to track maintenance. Thereafter, mechanics completed handwritten work orders and parts forms and submitted them to her for input into the maintenance database. Ms. Key then placed the handwritten work orders or parts form, PM form, and the DVIR into the vehicle file along with the hard copy of the Work Order printed from the database. Ms. Key told the OIG that Manager Ambroise wanted the mechanics to enter the information directly into the database; however, most of the mechanics were not computer literate nor did they have time to enter the information.

On one occasion, Ms. Key was inputting information into the Management Plus System when she started seeing files being deleted. GM Rubenstein walked over to Ms. Key's computer and the two of them watched as files were deleted from her computer screen.

OIG Interview of former Maruti Maintenance Manager Rock Ambroise

Manager Ambroise told the OIG that he did not delete or destroy any Maruti files.

During his interview, Manager Ambroise was shown the Maruti Inspection Log and Repair Log for PTC vehicle #4832. Those logs reflected two 2015 entries with Manager Ambroise's handwritten name as the employee who filled out the logs. Manager Ambroise stated that these logs were created in early 2017 by someone else.

OIG Interview of former Maruti General Manager Mona Comici

General Manager Comici (GM Comici) was employed by Maruti from 2014 to 2017. Initially she held the position of General Manager. She was demoted to Assistant General Manager from July 2015 to July 2016 before she was reinstated as General Manager. GM Comici told the OIG that Maruti did not utilize maintenance software or a database during 2015.

During the summer or fall of 2016 GM Comici assigned GM Quiles and Ms. Key to organize files. She believes that the information found on the repair and inspections logs for 2015 and 2016 was gathered at that time.

OIG Interview of Maruti Corporate Liaison Parth Parikh

Liaison Parikh told the OIG that GM Rubenstein was not monitoring his staff or checking that work was being done correctly. Liaison Parikh does not believe GM Rubenstein took interest in the maintenance program and did not audit the maintenance documents to make sure they were completed correctly. GM Rubenstein did not effectively communicate with then-Maintenance Manager Ambroise. Liaison Parikh stated that Maruti planned to terminate GM Rubenstein before GM Rubenstein resigned.

Liaison Parikh stated that it was Ms. Key's responsibility to maintain the paper maintenance files and upload the files into Management Plus. She was not doing her job as required, and at that time Maruti management did not have anyone overseeing document accuracy. In approximately August of 2017, around when Manager Ambroise's Maruti employment was terminated, Liaison Parikh and Mr. Raval began a backup transfer to a new system in Management Plus, and noticed that some maintenance and mileage records had been deleted or altered. Liaison Parikh attributes the missing and altered documentation to Manager Ambroise because the activity occurred around the same time he was terminated, and because he was the one overseeing the maintenance department. At that time, the software system did not distinguish who did what, because all users had the same login information. Therefore, Maruti was unable to determine who deleted digital records.

OIG Interview of Maruti General Manager Roxine Quiles

GM Quiles was the Assistant General Manager of Maruti in West Palm Beach from 2016 through June 2018, when she was promoted to her current position as General Manager. She told the OIG that maintenance records were kept in a file cabinet and managed in Management Plus. Work orders were completed by mechanics and then entered into Management Plus. She knew that some maintenance files were misplaced or missing.

GM Quiles assisted in gathering documents for the PTC 2017 audit. Both electronic and paper maintenance files were missing. When files were missing, GM Quiles wrote a memo which indicated that the record was missing, and placed it in the vehicle folder.

OIG Interview of former Maruti General Manager Robert Finke

Robert Finke (GM Finke) stated that he was General Manager of Maruti in West Palm Beach from July 2015 through July 2016. He told the OIG that records were kept mostly on paper, but during the last month or two of his employment, Maruti transitioned into a computerized maintenance control system.

OIG Interview of Maruti Vice President Gloria Martin

VP Martin is the Vice President for Maruti. She stated she has been a Maruti employee for eleven years. She told the OIG that beginning in March 2018, she worked with the maintenance department to ensure that paper maintenance records were documented correctly and organized. Before VP Martin intervened, the maintenance files were out of order and paper records had been misplaced. Multiple mechanics told VP Martin that they completed handwritten work orders and gave them to Ms. Key. They said those work orders would pile up on Ms. Key's desk and sometimes were misplaced or were not entered.

OIG Interview of former Maruti Vice President Charles Odimgbe

VP Odimgbe was the Vice President of Maruti from 2013 through 2018. He told the OIG that when he started at Maruti, the Management Plus system was already in place. One of his first tasks was to organize filing in the West Palm Beach office because it was so erratic. VP Odimgbe was in the Hollywood, Florida Maruti office when he got a call from Maruti headquarters³ and was told that someone "wiped out" the Management Plus system. Information technology personnel were brought in to attempt to recover the files, but could not.

VP Odimgbe stated that Manager Ambroise's replacement at the West Palm Beach office, Manager Simon, had a difficult time filing records.

OIG Interview of former Maruti Maintenance Manager Fritz Simon

Manager Simon replaced Manager Ambroise as the Maruti West Palm Beach Maintenance Manager in August, 2017. He told the OIG that there was no maintenance information in the Maruti maintenance database when he first began working there. He is unsure what happened to the information and he did not know if any of the hard copies of records were available.

OIG Interview of Maruti Mechanic Carnes Masse

Maruti Mechanic Carnes Masse told the OIG that mechanics did not make any entries into either the Inspection Logs or the Repair Logs. Mr. Masse stated that there were some hard copy records for maintenance and repairs for 2015 to 2018.

OIG Interview of Maruti Mechanic Nelson Louis

Maruti Mechanic Nelson Louis told the OIG he did not keep detailed notes in a log, and the only records of work he completed were done at the time of service. Mr. Louis stated he did not make any entries into a maintenance database, nor did he have access to a computer at work. Mr. Louis explained that he would complete a Parts Form or PM form for Ms. Key, who would later enter the information into a database.

³ VP Odimgbe could not remember who called him on this occasion.

OIG Interview of former Maruti Chief Safety Officer Cedric Johnson

Maruti Chief Safety Officer Cedric Johnson (CSO Johnson) worked in the Maruti Orlando facility. His office was adjacent to President Parikh's office.

CSO Johnson told the OIG that he overheard President Parikh's conversations that suggested to him that President Parikh deleted files from the Management Plus system on a daily basis. According to CSO Johnson, a Maruti information technology employee who was possibly located in India⁴, deleted all of the West Palm Beach facility computer files in response to the guidance of President Parikh. CSO Johnson told the OIG that President Parikh told staff at Maruti headquarters that her information technology person was updating the system, but instead CSO Johnson believes the information technology person was "wiping it out."

CSO Johnson overheard a call from GM Rubenstein to President Parikh on the day files were deleted. GM Rubenstein notified President Parikh that the system had been "wiped out." President Parikh denied knowing anything about it.

Other OIG Interview Attempts

President Parikh and VP Carrion declined to be interviewed by the OIG regarding this allegation, and regarding all other allegations in this report.

Conclusion:

Contract 14-041/SC required Maruti to 1) document all maintenance performed on PTC vehicles in a Management Information System, 2) to keep records in compliance with the maintenance and documentation requirements in Rule 14-90.004, FAC, 3) to maintain adequate records to enable PTC to verify that the preventative maintenance plan is adhered to, and 4) to retain documentation for a minimum of five (5) years after termination of the Contract. The records were to include the vehicle identifier, mileage, parts utilized, and work performed for each repair and maintenance. Maruti did not comply with these contractual requirements.

Multiple former Maruti employees confirmed that until late in 2016, Maruti did not utilize a digital Management Information System to document maintenance and repairs. Two years after the execution of the Contract, Maruti began using an electronic system; however, neither maintenance employees nor Ms. Key input all required data into the system. Interviews and records examination showed that the electronic records were deleted from Maruti's Management Plus system in August of 2017. Those files could not be recovered because Maruti used a free version of the software that did not allow for backup. Additionally, the files could not be adequately and accurately recreated and input into the system because handwritten paper logs were incomplete.

⁴ CSO Johnson did not know the name of this individual.

Maruti did not meet its records management and retention requirements under the Contract and the Florida Administrative Code.

As such, we find that allegation 1 is **supported**.

Allegation (2):

Maruti did not maintain insurance coverage for Palm Tran Connection paratransit vehicles, as required by the Contract.

Governing Directive: Palm Tran Contract No. 14-041/SC

Finding:

The allegation is **supported**.

Palm Tran Contract No. 14-041/SC states:

ARTICLE 16- INSURANCE REQUIREMENTS

.....

The CONTRACTOR shall, on a primary basis and at its sole expense, **maintain in full force and effect, at all times during the life of this contract insurance coverages** [emphasis added] and limits as described herein. Failure to maintain the required insurance will be considered default of the Contract. ...CONTRACTOR agrees to notify COUNTY within at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages...

- A. Commercial General Liability: CONTRACTOR shall maintain Commercial General Liability at a limit not less than \$1,000,000 Each Occurrence....
- B. Business Automobile Liability: CONTRACTOR shall maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include Liability and Physical Damage coverage (comprehensive and collision coverage) for all COUNTY owned vehicles in the care and custody and control of CONTRACTOR....

Cobbs & Allen Insurance Records

OIG staff contacted Cobbs & Allen Insurance, the insurance broker identified by PTC and Maruti as the Maruti insurance broker for the Contract. Cobbs & Allen Vice President Eddie Thomas provided the OIG records, which showed that five PTC vehicles were removed from coverage at the request of Maruti and were later added back onto the policy, again at the request of Maruti. OIG staff compared the dates of suspension against PTC dispatch records and found one of these vehicles was dispatched during a lack of coverage.

PTC Dispatch Records

A search of PTC Dispatch Records for the five PTC vehicles reflected one vehicle was dispatched when not covered by insurance.



An OIG chart compiled from these Cobbs & Allen Insurance records and PTC dispatch records shows:

Vehicle Insurance Coverage and PTC Dispatch Information		
PTC Vehicle #	Removed from Coverage	PTC Dispatch Date/Time
4825	2/6/2018 through 2/12/2018	None
4829	2/6/2018 through 2/12/2018	None
4837	2/9/2018 through 2/12/2018	2/9/2018 @ 9:45 am
4838	2/6/2018 through 2/12/2018	None
5730	2/6/2018 through 2/12/2018	None

PTC vehicles 4825, 4829, 4837, 4838, and 5730 all had a multi-day lack of insurance coverage in February of 2018. Vehicle 4837 was dispatched for PTC customer transportation during a coverage lapse on February 9, 2018.

OIG Interview of former Maruti General Manager Frederick Rubenstein

GM Rubenstein stated that in approximately March of 2018, President Parikh telephoned and e-mailed to inform him that half of the fleet was no longer insured.⁵ Approximately ten days before he was notified by President Parikh, GM Rubenstein had become aware that some vehicles that were in service had become uninsured. GM Rubenstein subsequently locked those vehicles, secured the keys to ensure nobody operated the vehicles, and then notified Manager Hockman.

GM Rubenstein told the OIG that Maruti would suspended insurance coverage from vehicles when the vehicles were not in service or were being repaired. GM Rubenstein understood that per the Contract, Maruti was required to notify PTC when there were lapses in insurance. However, Maruti did not do so. President Parikh, VP Carrion, VP Martin, and VP Odimgbe also knew not having insurance on the vehicles was a violation of the Contract, as they had discussed this with GM Rubenstein. According to GM Rubenstein, vehicles went out on the road without insurance on multiple occasions.

⁵ In response to an OIG records request, VP Martin stated that Maruti was unable to retrieve some emails for multiple current and former employees, including all emails originated by President Parikh.

OIG Interview of former Maruti General Manager Robert Finke

GM Finke told the OIG that he was upset when, on multiple occasions, Maruti management suspended insurance coverage from vehicles. According to GM Finke, former Maruti Maintenance Manager Anthony Radacolt was asked by President Parikh to remove insurance coverage from “out of use” vehicles. GM Finke put a stop to that, explaining to President Parikh that the Contract stated Maruti was responsible for insuring the vehicles. President Parikh’s response was that she needed to save money. According to GM Finke, there frequently were issues getting the appropriate paperwork to renew insurance. GM Finke believed that no uninsured vehicles went out on the road.

OIG Interview of former Maruti General Manager Mona Comici

On several occasions, VP Martin contacted GM Comici on President Parikh’s behalf and told GM Comici that Maruti was going to remove vehicles from the insurance policy if they were going to be out of service for repairs. GM Comici told VP Martin that Maruti could not do that because the vehicles did not belong to Maruti and the Contract required insurance coverage remain in effect at all times.

OIG Interview of PTC Senior Manager Chad Hockman

In February 2018, Maruti notified PTC that Maruti was experiencing financial hardships and discussed insurance costs. Maruti revealed there was an approximate seven to thirteen-day lapse in coverage for Palm Tran-issued vehicles. Manager Hockman and Mr. Boettiger believed that that seven of the vehicles were not covered. Manager Hockman discussed this with a Maruti representative;⁶ who stated that the uninsured vehicles were not operating, and that these parked vehicles required maintenance or repairs. Manager Hockman told the OIG that Maruti was required to operate all vehicles, was required to provide a new certificate of insurance 30 days prior to coverage expiration, and was required to notify PTC of any changes to coverage. Maruti did not notify PTC of any changes to coverage.

OIG Interview of former Maruti Vice President Charles Odimgbe

VP Odimgbe stated that the West Palm Beach Maruti facility was a drain on Maruti’s financial resources and that President Parikh told him it needed to “get smaller” and reduce the PTC fleet Maruti was responsible for because Maruti was losing money on the Contract. According to VP Odimgbe, vehicles were getting old and breaking down daily. President Parikh instructed VP Odimgbe to work with GM Rubenstein to take the insurance off of the buses they didn’t use. If a PTC vehicle needed to be put back on the road, VP Odimgbe would reinstate the insurance. VP Odimgbe was aware that the Contract required all vehicles to be insured at all times, but President Parikh gave VP Odimgbe the impression that PTC was aware of what she was doing.

⁶ Manager Hockman could not remember which Maruti representative participated in this discussion.

Conclusion:

GM Rubenstein, GM Finke, and VP Odimgbe, acknowledged that some PTC owned vehicles were removed from Maruti’s insurance coverage during the contract period. According to GM Rubenstein and GM Finke, President Parikh was aware that the Contract required Maruti to insure the vehicles at all times, but President Parikh advised GM Finke that removal was necessary to save money. PTC Manager Hockman indicated that Maruti advised PTC in February 2018 that Maruti was experiencing financial hardships and that there had been lapses in coverage on vehicles that were not operating because of needed maintenance and repairs.

Additionally, the records from Cobbs & Allen and PTC reveal that one of five PTC vehicles that had their coverage suspended was dispatched on February 9, 2018.⁷

As such, we find that allegation 2 is **supported**.

Allegation (3):

Maruti employees falsified, or directed other Maruti employees to falsify Palm Tran paratransit vehicle maintenance and repair records and added parts to vehicles temporarily in order to pass inspections, which hindered Palm Tran Connection’s ability to verify that Maruti was following the preventative maintenance requirements.

Governing Directive: Palm Tran Contract No. 14-041/SC

Finding:

The allegation is **supported**.

Palm Tran Contract No. 14-041/SC states:

.....

EXHIBIT A, SCOPE OF WORK

....

4.6 VEHICLES AND VEHICLE MAINTENANCE

General Requirements

CONTRACTOR shall be responsible for the vehicle maintenance in its Run Package of all revenue vehicles assigned by Palm Tran Connection to the CONTRACTOR in Attachment 1. All maintenance must comply with Section 14-90-004 of the Florida Administrative Code.

.....



⁷ During the course of the Contract, PTC staff assessed approximately \$30,000 in liquidated damages for Maruti’s failure to maintain or provide evidence of the required insurance coverage.

CONTRACTOR shall maintain adequate records to enable Palm Tran Connection to verify that a preventative maintenance (PM) schedule is being adhered to by the CONTRACTOR.

Palm Tran Contract No. 14-041/SC states:

ARTICLE 9- TERMINATION

.....
B. Termination for Default

1. (a) The COUNTY may, by written notice of default to the CONTRACTOR, terminate this contract, in whole or in part:

.....
(3) If the CONTRACTOR fails to perform any provision of this contract or has made an inaccurate or false representation or submitted a false or inaccurate certification.

OIG Review of Maruti Maintenance Records, Repair Records, and Emails

GM Rubenstein emailed VP Odimgbe on May 3, 2017 to discuss an upcoming PTC inspection and the lack of mandatory equipment installed in vehicles:

Next, we need 55 restraint holding bags. Again, Rock acted to timely seek approval and purchase-note done. ***My workaround will be to steal from one and install in another as the inspection moves along.*** [emphasis added] Hopefully we can pull it off...If our buses fail inspection...the bus can be red balled.

OIG staff found ten emails in which Maruti employees discussed that their hard copy files were “incomplete” or “missing”, or there were efforts to “fill the gaps.”

The OIG reviewed all of the hard copy Inspection and Repair Logs and found 196 instances in which a log entry indicates that a mechanic performed work on a PTC vehicle on a day in which either 1) the mechanic had not yet been hired by Maruti, 2) was after the mechanic resigned from Maruti, or 3) per Maruti supplied timesheet records, the mechanic did not work on the purported inspection or repair date.

Inspection Log/Repair Log Issue	Occurrences Found
Log entry attributed to a mechanic before the mechanic was hired by Maruti	7
Log entry attributed to a mechanic after the mechanic resigned from Maruti	1
Log entry attributed to a mechanic for date in which mechanic was not working (per Maruti payroll timesheet)	196

In an email dated March 12, 2018 VP Martin wrote to GM Rubenstein, VP Carrion, Manager Simon, and Liaison Parikh:

...start assisting with the maintenance file correction and or updating ... we want to make sure that 2018 every item is in the file properly and that we went back and corrected what we could have in 2017 files.

In an email dated March 29, 2018 to VP Carrion, GM Quiles, Ms. Key, Liaison Parikh, and Manager Simon, VP Martin wrote:

As of now, we have 12 folders that have not been completed/checked. ... Parth will work with Nelson he comes in at 4 am and he will sign papers in 5 files and those are done.... Shacoya will work on Carnes 3 files that need data on them.

In an email sent on November 30, 2017, GM Rubenstein wrote to Liaison Parikh that the West Palm Beach Maruti facility was undergoing a comprehensive maintenance audit by PTC and:

While we laboriously reconstructed hard-copy files, what we have is a poor portrait of preventative maintenance procedures and other such items required under the RFP.

The OIG found 19 Parts Forms in which either mechanic/vehicle number, mileage/Work Order identifying information section, or the entire form was blank. Ten of these forms were purportedly completed by staff who were no longer employed by Maruti at the time of completion.

OIG Interview of former Maruti Maintenance Manager Rock Ambrose

Manager Ambrose told the OIG that when completing a repair or maintenance, Maruti mechanics would complete a Parts Form and either a PM form or DVIR form, and then turn in the hardcopies to the office. According to Manager Ambrose, Maruti was short of technicians; however, the maintenance was done as required and at no time did he falsify any documents, nor was he asked to do so.

Manager Ambroise told the OIG that he did not fill out the 2015 Maruti Inspection Log or General Repair Log for vehicle #4832. However, he acknowledged that these documents each reflect two entries with Manager Ambroise's name as the individual who completed the document.

Manager Ambroise told the OIG he was not aware of Maruti taking equipment from one bus and putting it into another to pass an inspection.

OIG Interview of former Maruti Utility Worker Shacoya Key

Ms. Key told the OIG that VP Martin instructed her both verbally and via an email on March 28, 2018 to falsify maintenance records; however, Ms. Key refused to do so. Ms. Key also witnessed VP Martin instruct Maruti mechanics Mr. Masse and Mr. Louis to falsify and create maintenance records under the threat of losing their jobs.

With GM Rubenstein, VP Martin, and Liaison Parikh present, President Parikh instructed Ms. Key, Mr. Louis, and Mr. Masse to sign falsified maintenance and repair documents such as Parts Forms and Work Orders. Neither Ms. Key, Mr. Louis, nor Mr. Masse knew where VP Martin, Liaison Parikh or President Parikh obtained the details for the documents. Mr. Masse stated that he does keep a mechanic's journal; however, some of the information in the records was not supported by his journal entries. Ms. Key, Mr. Louis, and Mr. Masse believed that the work detailed in the documents was incorrect as to when the work was completed, what was done, and the parts utilized. Ms. Key stated that GM Rubenstein slammed the door and said "this is bullshit" and that "this was fraud." President Parikh's response when GM Rubenstein left the room and slammed the door was to say "let him go", and that he was "having a baby fit."

Ms. Key stated that for several weeks thereafter staff were forced to recreate documents. During that time period, no preventative maintenance was performed. This angered Manager Simon, as staff was not available to do the work in a timely manner.

OIG Interview of former Maruti General Manager Fredrick Rubenstein

GM Rubenstein told the OIG that he, President Parikh, VP Carrion, and VP Martin met with Palm Tran Executive Director Clinton Forbes (Executive Director Forbes), Palm Tran Deputy Director Sean Smith, Manager Boettiger, and Manager Hockman. During this meeting, Executive Director Forbes articulated Maruti's failure to maintain the vehicles per contractual agreement and the errors and omissions in Maruti's record keeping. Subsequently, Executive Director Forbes provided Maruti a letter stating the company had until April 27, 2018 to remedy the issues.

GM Rubenstein stated that from March 15, 2018 to March 26, 2018, President Parikh, her accountant Helena Figueroa, and VP Martin frequently visited the West Palm Maruti facility and sorted through all paper maintenance records. GM Rubenstein heard President Parikh direct Ms. Key to make entries in Management Plus to show that Maruti timely complied with PM schedule requirements; he heard Ms. Key refuse the order. For

three nights, he observed President Parikh instruct Maruti Mechanics Louis and Masse to sit at a table and sign backdated documents. GM Rubenstein stated that President Parikh and VP Martin were “playing with the mileage”, figuring out when the maintenance was scheduled to be done, and then falsifying the records to reflect that maintenance was done. When GM Rubenstein protested, President Parikh told him to go sit in his office. He is unaware whether those records were ever entered into Management Plus.

GM Rubenstein told Mr. Louis and Mr. Masse to stop signing the backdated documents immediately. Mr. Louis and Mr. Masse feared for their jobs, so they complied with President Parikh’s orders. GM Rubenstein saw them do it. He then notified Manager Hockman, who soon thereafter requested copies of the records. PTC compared these records to the ones provided during PTC’s audit and found inconsistencies.

OIG Interview of PTC Senior Manager Chad Hockman

Manager Hockman stated that, in April of 2018, GM Rubenstein telephoned Manager Hockman to inform him that he was leaving Maruti because he did not like that, among other issues, President Parikh instructed GM Rubenstein and his staff to “falsify documents.”

OIG Interview of Maruti Mechanic Carnes Masse

Mr. Masse told the OIG that he and Mr. Louis were instructed to sign maintenance documents that had been filled out by administrative staff. Mr. Masse acknowledged that he and Mr. Louis signed the documents under threat of being fired and that he knew that the documents were incorrect and reflected work being done that Mr. Masse knew had not been completed. According to Mr. Masse, President Parikh would often threaten them and say that she could fire any of them; and therefore, they should do as they were told. VP Martin, GM Rubenstein, and Liaison Parikh witnessed President Parikh threaten staff and forced them to sign documents.

Mr. Masse was shown a PM form dated January 24, 2017 signed by Mr. Masse on September 19, 2017. According to Mr. Masse, he kept records in his mechanic’s journal and would recreate documents utilizing that information to the best of his ability. There were occasions when he would also be told what to date a document. He used the supplied date without questioning it because he was in fear of losing his job.

Mr. Masse was shown a Parts Form for Vehicle #4821. According to Mr. Masse, VP Martin and President Parikh pressured him sign this pre-filled document, and told him what date to assign to it.

OIG Interview of Maruti Mechanic Nelson Louis

Mr. Louis told the OIG that that Maruti mechanics were never instructed to sign recreated documents.

OIG staff showed Mr. Louis the Inspection Log for Vehicle #5706 with a December 12, 2015 entry documenting repairs by “Nelson P. Louis.” Mr. Louis confirmed that he was not employed by Maruti until February 2016. Mr. Louis stated that he knew nothing about this entry and could not explain why, how, or who completed the document.

Mr. Louis was then shown Inspection Log for Vehicle #4837 with a December 18, 2015 entry documenting repairs performed by “Nelson Pierre Louis.” Mr. Louis again confirmed that he was not employed by Maruti on that date.

According to Mr. Louis, he did not keep detailed notes in a mechanic’s log and the only records of work he completed were done at the time of service. Mr. Louis stated he did not make entries into any maintenance database nor did he have access to a computer at work. Mr. Louis explained that he would complete a Parts Form or PM form, turn it in to Ms. Key, and she would enter the information into the database.

Mr. Louis was shown Parts Forms for vehicle #4821/Work Order #1183, with a signature date of March 6, 2017, and for vehicle #4821/Work Order 1947 with a signature date of: “?????? 12/28/17.” Mr. Louis told the OIG that his name was on these documents, but his signature was forged on both. Mr. Louis did not give anyone permission to sign his name.

Excerpt from vehicle #4821 Parts Form/Work Order #1947:

Mechanic's Sign	<i>Nelson P. Louis</i>	Date	?????? 12/28/17
Supervisor's Approval		Date	

OIG Interview of Maruti Vice President Gloria Martin

VP Martin told the OIG that the maintenance documentation process was intended to have mechanics complete a handwritten work order, give it to Ms. Key, and have Ms. Key then type the information into Management Plus to create an electronic copy, print it, and give it back to the mechanic to sign. Since Ms. Key did not always follow through on her end of the process, the electronic copies were not always entered, printed, or signed; however, the handwritten work orders were signed.

After the PTC audit, VP Martin identified work orders that were missing signatures. VP Martin instructed the mechanics to sign the documents that were missing signatures. VP Martin said none of the records were recreated; only incomplete records were completed. No new documents were drafted and no substance was added to existing documents.

OIG Interview of Maruti Assistant General Manager Roxine Quiles

GM Quiles stated that when Maruti was required to gather 2017 maintenance records for PTC, President Parikh went to the West Palm Beach Maruti facility to organize the project of putting the files together. VP Martin instructed the mechanics to reference their personal logbooks to re-create missing maintenance records. Under the instruction of VP Martin, the mechanics created backdated work orders, then signed them for the date the work was completed. There was nothing on the re-created documents to indicate they were completed on a different date, nor were the personal logbook entries included in the files provided to PTC.

VP Martin also instructed Ms. Key to ensure that the mechanics completed and signed the newly created documents; however, Ms. Key refused, stating that PTC only required a memo for missing documents. GM Quiles knew that re-creating and backdating missing records was not authorized.

Conclusion:

The Contract expressly required Maruti to maintain adequate records to enable PTC to verify that preventative maintenance schedules were being followed. The Contract further permitted the County to terminate the Contract if Maruti made false or inaccurate representations relating to the Contract. **One hundred ninety-six maintenance entries reflected maintenance and repairs done by mechanics who were not employed at, or not working at Maruti at the time of the work.** Moreover, Manager Ambroise and Mechanic Louis indicated some maintenance records inaccurately reflected that such records had been prepared by them. **Mechanic Louis indicated that his signature had been “forged.” Other employees advised the OIG that they signed records with false maintenance information after President Parikh threatened them with termination.**

As such, we find that allegation 3 is **supported**.

Allegation (4):

Maruti staff utilized used parts in violation of the Contract.

Governing Directives: Maruti Vehicle Preventative Maintenance and Facility Plan; New Vehicle Assignment Acceptance Implementing Contract

Finding:

The allegation is **supported**.

Palm Tran Contract No. 14-041/SC states:

ARTICLE 1- SERVICES

The CONTRACTOR's responsibility under this Contract is to provide paratransit services to COUNTY, as specified for Rune Package C, in accordance with Exhibit A, Scope of Work, and Exhibit B, CONTRACTOR's prices proposal dated June 20, 2014, which are attached hereto. CONTRACTOR's proposal dated June 20, 2014 consisting of Part 1 and Part 2; and RFP No. 14-041/SC and the Amendments thereto.... Are incorporated herein by this reference.

Maruti's proposal dated June 20, 2014, included its Maruti Vehicle Preventative Maintenance and Facility Plan, which provides:

I. Parts Inventory

.....
 Maruti will use only new parts when making repairs on any vehicle in the fleet.

Additionally, the New Vehicle Assignment Acceptance Implementing Contract (R2014-1542) provided:

14. CONTRACTOR RESPONSIBILITIES:

The CONTRACTOR shall have the following duties which it agrees will be faithfully executed during the term of the CONTRACT:

.....
 e..... All parts and materials, including lubricants and fuel, used in maintaining or operating the vehicle(s) shall be in accordance with the vehicle's manufacturer's specification for said parts and materials. Vehicle parts must be Original Equipment Manufacturer (OEM) parts, as available.

OIG Review of Maruti Maintenance Records, Repair Records, and Emails

OIG staff identified 16 documents, seven of them work orders, by Maruti mechanics in which they noted utilizing used parts during repair maintenance of PTC vehicles. The used parts described included brake calipers, tires, transmission bolts, and drive belts.

- VP Odimgbe sent an email to Manager Ambroise, GM Comici, and VP Cavelle on September 29, 2016, stating:

the tire pressure sensor will result in Liquidated Damages if not fixed...Could we take one from the long term disabled vehicle?...

VP Cavelle responded that the failure to replace the tire sensors could result in an audit issue.

- On December 22, 2016 Manager Ambroise emailed VP Odimgbe with the results from his emailed interactions with a truck parts salvage yard:

here is the only transmission i [sic] was able to find. We [sic] need to pay for it as soon as possible before it [sic] gone. It [sic] the same transmission we have in bus 70. It have [sic] 30 warranty

On December 22, 2016, President Parikh emailed the Maruti purchasing department and instructed them to order the salvage yard transmission the next day.

OIG Interview of Maruti Mechanic Carnes Masse

Mr. Masse confirmed that Maruti installed used parts when making repairs or performing maintenance to PTC vehicles. Mr. Masse believes this happened as a result of Maruti's failure to purchase adequate supplies. Mr. Masse stated that Maruti was cleaning oil filters for reuse and installed used tires and brake calipers. He stated that this happened "a lot, a lot." Mr. Masse heard President Parikh, Liaison Parikh, and VP Martin instruct maintenance staff to do whatever they had to do to keep buses on the road, telling them that Maruti would be fined for not keeping routes open. Mr. Masse also overheard President Parikh say that she did not care about the repairs and was focused on money.

OIG Interview of Maruti Mechanic Nelson Louis

Mr. Louis acknowledged installing used parts such as used tires on PTC vehicles. He stated that this happened on a couple of occasions.

OIG Interview of former Maruti General Manager Fredrick Rubenstein

When GM Rubenstein started with Maruti in West Palm Beach there was no parts room; eventually a small area in the rear corner of the garage was made into a parts room. Staff had a hard time getting basic parts for everyday needs and maintenance. Per the Contract, only OEM parts could be used. GM Rubenstein told the OIG that he knew the Contract stated Maruti was supposed to have a two week supply of parts.

GM Rubenstein raised his concerns about the use of used parts to VP Odimgbe and VP Carrion. GM Rubenstein also spoke to President Parikh and her response was not to worry; that if it became an issue she could "handle Palm Tran." President Parikh told GM Rubenstein not to worry, that this was the way it was done, and if things went bad she would talk to Executive Director Forbes.

According to GM Rubenstein, the mechanics destroyed any non-OEM parts receipts. Taking parts from a disabled or out of service vehicle to install on another was a common practice. Mechanics also installed used parts acquired from junkyards.

Management took away GM Rubenstein's ability to approve purchases and gave it to VP Odimgbe. According to GM Rubenstein, management installed used parts to save money.

OIG Interview of former Maruti Utility Worker Shacoya Key

Ms. Key recalled Manager Ambroise going to the junkyard to get parts. This was a result of Maruti's failure to purchase adequate supplies. President Parikh, Liaison Parikh, and VP Martin instructed maintenance staff to do whatever they had to do to keep buses on the road. Ms. Key stated she overheard President Parikh become very angry with Manager Simon when Manager Simon would refuse to put buses on the road with safety issues.

OIG Interview of former Maruti General Manager Robert Finke

GM Finke told the OIG that he had problems with management getting parts and supplies. During his time with Maruti, GM Finke was fortunate that the Palm Tran vehicles were covered under warranty, but he had extreme difficulty getting financial support to buy the parts such as oil, oil filters, and tires needed for routine maintenance. GM Finke told the OIG that his solution was to use cash collected for bus fares to purchase repair and maintenance supplies. GM Finke told the OIG that Maruti later deducted that cash from the invoices that went to the County.

OIG Interview of former Maruti Vice President Charles Odimgbe

VP Odimgbe told the OIG that Manager Ambroise did not have the resources to restock the Maruti West Palm Beach supply room.

VP Odimgbe was aware of the purchase of non-OEM parts. According to VP Odimgbe, used parts were installed when Maruti did not get OEM parts on time. He said vehicles were in rough shape and broke down frequently. They installed used parts to get vehicles back on the road.

When staff could not find specialized parts like a transmission or tire sensors they would sometimes take used parts from junk yards or other vehicles. VP Odimgbe limited the utilization of used parts to specialized parts and situations.

OIG Interview of Maruti General Manager Roxine Quiles

GM Quiles told the OIG that to purchase parts, the Maintenance Manager needed to upload a request into Maruti's intranet system and receive approval by President Parikh or Maruti Senior Manager Karla Burke. The Maintenance Manager could not go directly to a vendor and purchase parts without approval.

GM Quiles knew that Manager Ambroise purchased non-OEM parts and was told by GM Rubenstein that he also became aware that Manager Ambroise was purchasing non-OEM parts. Manager Ambroise submitted receipts and invoices for all purchases to VP Martin and President Parikh either via e-mail or facsimile.

OIG Interview of former Maruti Chief Safety Officer Cedric Johnson

CSO Johnson told the OIG that Maruti West Palm Beach staff was taking parts from disabled vehicles to use on other vehicles. Employees were also using non-OEM parts and used parts for vehicle maintenance and repairs.

CSO Johnson stated he knew President Parikh, VP Martin, VP Odimgbe, and VP Carrion knew about the used parts because his office was located next to President Parikh's and VP Martin's offices, and he heard many conversations which verified their knowledge.

Conclusion:

OIG staff found work orders in which the mechanic performing the work noted installing used parts such as brake calipers, tires, bolts, and belts. OIG staff also found emails in which Maruti managers acknowledged the installation of used parts to PTC vehicles. In one email, VP Odimgbe suggested taking tire sensors from a vehicle that was out for repairs to install them on a vehicle scheduled to be inspected by PTC. In another President Parikh authorized the purchase of parts from a salvage yard.

Maruti executives, managers, mechanics, and administrative staff confirmed during interviews that used parts were purchased and installed on PTC vehicles.

The Maruti Maintenance Plan required new parts. That provision was violated.

As such, the allegation is **supported**.

Allegation (5):

Maruti staff improperly operated vehicles needing repairs and altered vehicle safety features, in violation of the Contract.

Governing Directives: Palm Tran Contract No. 14-041/SC

Finding:

The allegation is **supported**.

Palm Tran Contract No. 14-041/SC states:

ARTICLE 32- FEDERAL ASSISTANCE AND FEDERALLY REQUIRED PROVISIONS

....

27. ADA Access. The CONTRACTOR shall comply with 42 U.S.C. Sections 12101 et seq.; DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 1192 and 49 CFR Part 38.

....

EXHIBIT A, SCOPE OF WORK

....

4.6 VEHICLES AND VEHICLE MAINTENANCE

General Requirements

.....

CONTRACTOR shall be responsible for the vehicle maintenance in its Run Package of all revenue vehicles assigned by Palm Tran Connection to the CONTRACTOR in Attachment 1. All maintenance must comply with Section 14-90.004 Florida Administrative Code.

CONTRACTOR shall maintain all revenue vehicles in accordance with the requirements of the Scope of Work. The **CONTRACTOR shall maintain all accessibility and onboard equipment including wheelchair lifts, ramps, securement systems, MDT and video equipment in accordance with the recommendations of the respective manufacturer.** Vehicles without properly functioning wheelchair lifts or ramps...shall immediately be removed from service until repaired and re-inspected prior to being returned to service. [Emphasis added]

....

Wheelchair Lift Maintenance

An essential element of vehicle maintenance is ensuring that the wheelchair lift is in good operating condition at all times. As part of the regular daily vehicle inspection and PM process, CONTRACTOR is required to cycle the lift and perform a preventative inspection on it...Where a lift fails in service, that vehicle is immediately pulled from service and replaced with a functioning vehicle.

Additionally, the New Vehicle Assignment Acceptance Implementing Contract (R2014-1542) provided:

14. CONTRACTOR RESPONSIBILITIES. The CONTRACTOR shall have the following duties which it agrees will be faithfully executed during the term of the CONTRACT:

.....

f. The CONTRACTOR will not modify nor make any structural or **other significant alterations to the Vehicles without the prior written consent of the COUNTY.** Any accessories, equipment or parts permanently installed in or on the Vehicles with or without the COUNTY's permission become the property of the COUNTY and part of the vehicles [Emphasis added]

Chapter 49 CFR Part 38 relating to the ADA specifications for transportation vehicles provides:

Section 38.23 Mobility aid accessibility.

.....

(b) Vehicle lift-

....

(5) Platform barriers. The lift platform shall be equipped with barriers to prevent any of the wheels of a wheelchair or mobility aid from rolling off the platform during its operation. A movable barrier or inherent design feature shall prevent a wheelchair or mobility aid from rolling off the edge closest to the vehicle until the platform is in its fully raised position.

Maruti Emails obtained by Palm Beach County OIG

The OIG's review of Maruti emails shows that Maruti executive management became aware of issues with the interlock black box as early as November 2016.

In an email from Manager Ambroise to bus manufacturer Alliance Bus Group (Alliance) on November 10, 2016, Manager Ambroise wrote that there was an issue starting buses: "... there is a black box that stop the vehicle start [sic] when back door open." Alliance responded that a technician would be at Maruti the following day.

On February 22, 2017 Manager Ambroise emailed Alliance, VP Odimgbe, GM Quiles, and Maruti Safety Director Richard McKinney (Safety Director McKinney). In this email Manager Ambroise stated that he had a problem with vehicles not starting and identified the "Intermotive electrical system." Manager Ambroise requested Alliance send a technician to diagnose the problem as the vehicles are "out of service until this problem resolve. We will be [sic] count lose [sic] revenue service do [sic] to those vehicle."

On June 19, 2017, GM Rubenstein emailed VP Martin that Manager Ambroise rewired black boxes and bypassed black box safety features. In this email, GM Rubenstein wrote:

Upon questioning, Nelson confessed that quite a few buses have a "black box" that has been bypassed in order to start the vehicle. This was done under instructions from Mr. Ambrose [sic]. If Palm Tran comes to acquire this knowledge, we will be breached in a minute. The Ambrose [sic] odyssey began when the bypassed fuse was discovered. And now this – after Rock gave me his word that no other vehicle assigned to Maruti was gimmicked.

This email was subsequently forwarded by VP Martin to VP Carrion, VP Odimgbe, and GM Quiles.

GM Rubenstein emailed VP Martin on June 19, 2017 that Mr. Louis had told GM Rubenstein that many buses had a black box that had been bypassed in order to start them, and that this was done under the instruction of Manager Ambroise.

On July 11, 2017, Manager Ambroise emailed President Parikh, VP Odimgbe, VP Carrion, and GM Rubenstein, writing “Here is the list of the Vehicle with Black box problem. Can we please keep it in house.” [sic]

OIG Interview of PTC Operations Manager Charlie Boettiger

According to Manager Boettiger, the black box on a PTC bus acts as a safety feature to ensure the vehicle does not start with the rear emergency door unlocked. Without this feature, an unsuspecting passenger could inadvertently exit a moving vehicle if the rear exit door were manually opened. PTC became aware of Maruti potentially disabling black boxes when an air conditioning vendor discovered that Maruti mechanics were disabling this feature by rewiring the box, allowing the bus to start when the emergency door was unlocked. Another issue discovered by this air conditioning vendor involved Maruti mechanics bypassing air conditioner fuses, which could have resulted in a fire.

Manager Boettiger told the OIG that Maruti never requested, nor received consent to make alterations to PTC vehicles throughout the Contract period.

OIG Interview of former Maruti Maintenance Manager Rock Ambroise

Manager Ambroise stated that several PTC paratransit vehicles were having problems with a defect in the Interlock Safety System. After several attempts to get the interlock systems repaired under the warranty, Manager Ambroise was forced to “work around” the problem. Manager Ambroise wired the interlock system so that there was an audible buzzer if the rear door was opened, but the bus would still operate under this condition. Manager Ambroise documented this “work around” in emails to the warranty provider, and to GM Comici and GM Rubenstein.

Manager Ambroise told the OIG that Maruti bypassed black box safety features, air conditioning fuses, and the barrier belt safety feature of wheelchair lifts. He stated he made these modifications because he “had no choice.” According to Manager Ambroise, he was under a great deal of pressure from President Parikh to keep vehicles on the road; the company would lose revenue and risk liquidated damages if it failed to meet contractual requirements. Manager Ambroise stated he was trying to correct a manufacturer’s defect in the black boxes and bypassed safety features as a temporary solution.

OIG Interview with former Maruti General Manager Fredrick Rubenstein

GM Rubenstein told the OIG that he became aware of the bypassing of black box safety features when he was told by Mr. Louis that he did so under Manager Ambroise's orders, and that Manager Ambroise claimed he was doing so under orders from President Parikh. Manager Ambroise then told GM Rubenstein that the order to bypass these safety systems came from President Parikh via VP Martin. GM Rubenstein addressed his concerns with both President Parikh and VP Martin. They denied having anything to do with it.

GM Rubenstein found nine wheelchair lift systems which were bypassed because parts were costly and work had to be done by the manufacturer. He told the OIG that there were also safety concerns regarding the wheelchair lift barrier belts.

GM Rubenstein stated that PTC riders were hurt as a result of the failure of ramp devices and the lack of proper shock absorbers, and that riders had to be transported to the hospital by ambulance.⁸

GM Rubenstein told the OIG that he talked to VP Odimgbe and President Parikh about these safety issues and VP Odimgbe's response was "calm down" and "welcome to Maruti". President Parikh denied to GM Rubenstein having any knowledge of black box modifications.

OIG Interview with former Maruti Vice President Charles Odimgbe

VP Odimgbe told the OIG that Maruti managers were made aware of safety modifications when a vendor discovered them; Maruti thereafter notified PTC. However, VP Odimgbe told the OIG that when notified, he did not fully grasp the significance or the impact of the modifications on passenger safety.

OIG Interview of former Maruti Utility Worker Shacoya Key

Ms. Key told the OIG that she overheard conversations between Manager Ambroise and Maruti management where they would tell him to "do whatever it takes" to keep buses on the road. On one occasion, a bus would not move because of a malfunctioning black box. She called Manager Ambroise, who instructed her how to work around the system.

OIG Interview of PTC Senior Manager Chad Hockman

OIG staff reviewed a letter from Manager Hockman to GM Rubenstein dated July 14, 2017. Manager Hockman confirmed that he authored and sent the letter, which stated:

Your Maintenance Manager, Mr. Rock Ambrose [sic], has been engaged in performing unapproved/unsafe activities...Specific examples of what has been

⁸ OIG examination of records and OIG follow-up with Palm Tran Manager Boettiger and GM Rubenstein failed to produce any documentation of these alleged injuries.

found are as follows...circumventing of a fuse on the rear air conditioner...crimped wires together in an effort to override a safety device associated with the rear emergency exit door...deactivated the engine cut off directly associated with ...the rear emergency exit door.

In March 2018, Manager Hockman, Manager Boettiger, and Palm Tran Service Coordinator Patrick O'Shea inspected all wheelchair lift-equipped vehicles. Several vehicles were ordered out of service because the wheelchair lifts were out of adjustment. Ricon, the wheelchair lift manufacturer, trained and certified mechanics at no cost; however, Maruti did not utilize this free service. Manager Hockman stated that Ricon tested Maruti's wheelchair lifts and found that they were not operating properly.

Conclusion:

Multiple sections of the Contract expressly prohibited Maruti from making structural or other significant alterations to vehicles without prior written consent from the County. **Maruti maintenance staff, at the direction and with the knowledge of Maruti management, made significant, structural modifications and alterations to vehicle safety systems and wheelchair lifts. These modifications and alterations put PTC passengers in danger.**

Emails from Manager Ambroise which were shared with GM Rubenstein, VP Martin, VP Odimgbe, and others expressly stated that these alterations were being made. Interviews by the OIG corroborated that shared knowledge, and confirmed that equipment was, in fact, altered and modified. **Maruti never requested, nor did it receive, written consent from the County for these modifications and alterations; in fact, it tried to conceal these activities from the County.**

As such, the allegation is **supported**.

Allegation (6):

Maruti employees assigned exclusively to the PTC Contract worked on non-PTC assignments, in violation of the Contract.

Governing Directive(s): Palm Tran Contract No. 14-041/SC

Finding:

The allegation is **supported**.

Palm Tran Contract No. 14-041/SC states:

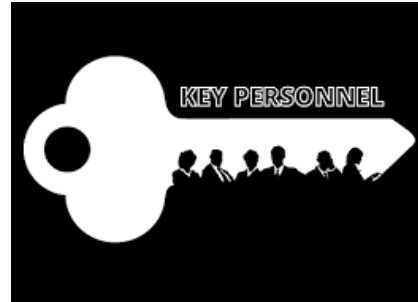
4.5 PERSONNEL AND TRAINING

4.5.1 Key Personnel, Minimum Qualifications and Responsibilities

CONTRACTOR shall provide "Key Personnel" to include:

- a. Project/General Manager
- b. Operations Manager
- c. Vehicle Maintenance Manager
- d. Safety and Training Manager
- e. Human Resources/Personnel Manager
- f. Finance Manager
- g. A Mobilization Manager

All key personnel, with the exception of the Mobilization Manager, must be full-time employees of the CONTRACTOR ...100% dedicated to this program and stationed within Palm Beach County.



All key personnel must be available via cell phone during all hours of service. CONTRACTOR may not remove or substitute key personnel for the project without prior approval from Palm Tran Connection.

As part of its Staffing Plan outlined in its response to the RFP, Maruti proposed one (1) Maintenance Manager FTE and one (1) General Manager FTE to service the Contract.

OIG Review of Maruti Emails

The OIG reviewed emails which showed that Manager Ambroise was sent to work at the Maruti facility in Hollywood, Florida. The orders to send him to job duties other than those under the Contract were given by President Parikh and VP Odimgbe. Additional emails were discovered in which Manager Ambroise acknowledged completing work on the Maruti-managed Hollywood, Florida trolleys, and in which Manager Simon detailed duties he undertook on behalf of the Maruti Hollywood facility.

- On February 16, 2017, VP Odimgbe emailed GM Quiles, “Hello Roxie, I need Rock here tomorrow morning to replace two tires for trolley #3.”⁹
- In an email dated April 13, 2017, from Manager Ambroise to GM Rubenstein and GM Quiles, Manager Ambroise wrote “I was scheduled by Nita to be in Hollywood today...”
- On May 11, 2017, CSO Johnson forwarded an email to President Parikh stating “It’s been confirmed Trolley #3 was repaired on 5/10/17 by Rock and it’s now back in service.”
- In an email communication string which began on May 25, 2017, VP Carrion wrote:

I need the status of the Trolley’s in Hollywood...

⁹ Hollywood facility records were the only records examined by the OIG which referred to “Trolleys”.

- Manager Ambroise responded:

Wow..thanks Nita...trolley 2 is ready, we going to put fuel in it. then put it online. trolley 3 need a primary fuel pump replacement, and secondary fuel pump have a bad connection too. Trolley 1 is being work on right now.

- An Outlook invitation for a conference call titled “Hollywood Agenda” included Maruti employees Manager Ambroise, President Parikh, VP Odimgbe, Safety Director McKinney, and Ruben Rodriguez¹⁰.
- On April 27, 2018, Manager Simon emailed Liaison Parikh and VP Martin that “I do not receive the vehicles mileage from Hollywood this week.”
- On June 21, 2018, Manager Simon emailed Liaison Parikh and VP Martin with the reference “Hollywood mileage.” Manager Simon wrote “Please be advised that Hollywood Team does not share any vehicle information with me since April 30.”

OIG Interview of former Maruti Maintenance Manager Rock Ambroise

Manager Ambroise told the OIG that he performed maintenance and repair work on trolleys at the Maruti Hollywood, Florida facility while employed as the Maruti, West Palm Beach facility Maintenance Manager. Those assignments were given to him by Liaison Parikh and VP Odimgbe, and took place during regular West Palm Beach facility work hours.

OIG Interview of former Maruti General Manager Fredrick Rubenstein

GM Rubenstein stated that Manager Ambroise was assigned work at the Hollywood, Florida Maruti facility.

OIG Interview of former Maruti General Manager Mona Comici

GM Comici explained to the OIG that Manager Ambroise worked at Maruti’s Hollywood, Florida facility on trolleys. His absence impacted the West Palm Beach operation and was a constant source of frustration for her.

According to GM Comici, VP. Odimgbe and President Parikh knew that as a Maintenance Manager, Manager Ambroise was prohibited from doing any work outside of the Contract. GM Comici stated that Manager Ambroise was assigned work for other facilities because he was a salaried employee, and therefore Maruti was not compelled to pay him overtime.

¹⁰ An OIG open source search showed Ruben Rodriguez to be the Maruti General Manager and Safety Manager in Hollywood, Florida.

GM Comici stated that she believed that former GM Finke also did work not related to the Contract. President Parikh tried to have GM Comici perform administrative work outside the Contract, but GM Comici refused.

OIG Interview of former Vice President Charles Odimgbe

VP Odimgbe was not aware that sending then -Maintenance Manager Rock Ambroise to the Hollywood office was a violation of the Contract. VP Odimgbe stated he only sent Manager Ambroise to Hollywood on weekends and at night when Manager Ambroise had no duties in West Palm Beach.

OIG Interview of former General Manager Robert Finke

GM Finke told the OIG that under his watch, Manager Ambroise was sent to Hollywood once every two to three weeks

Conclusion:

OIG staff found six emails in which Maruti managers discussed Manager Ambroise performing work in Hollywood, Florida. Multiple interviews, including an interview of Manager Ambroise, confirmed that while in a designated “key personnel” position, Manager Ambroise was not 100% dedicated to Maruti West Palm Beach PTC operations as mandated by the Contract.

As such, the allegation is **supported**.

ACKNOWLEDGEMENT

The Inspector General’s Investigations Division would like to thank Palm Tran Executive Management and PTC staff for their extensive cooperation throughout this investigation.

RECOMMENDED CORRECTIVE ACTIONS

There are no recommended corrective actions for PTC. PTC identified some of the issues with Maruti’s performance, put Maruti on a corrective action plan, promptly reported issues discovered during the corrective action plan period to our office, and subsequently cancelled the Contract.

During our review, we found several issues beyond those identified and reported to our office by PTC. Accordingly, we found sufficient information in totality that warrant referral of this report to Palm Beach County for a determination of whether the initiation of suspension or debarment proceedings against Maruti is appropriate.

Additionally, we found sufficient information to warrant referral of this report to the Florida Department of Transportation and the U.S. Department of Transportation for any action deemed appropriate.

RESPONSE FROM MANAGEMENT

Pursuant to Article XII, Section 2-427 of the Palm Beach County Code, on August 23, 2019 Maruti and multiple current and former Maruti employees were provided the opportunity to submit a written explanation or rebuttal to the findings as stated in this Investigative Report within ten (10) calendar days. Maruti requested two extensions, which were granted by the OIG. The OIG received a written response from Maruti on September 10, 2019, which is attached to this report in its entirety as Attachment 1.

We address specific portions of Maruti's response as follows:

Allegation (1): is supported. Maruti did not maintain and retain vehicle maintenance records in a Management Information System throughout the entire Contract period, as required by the Contract. Additionally, Maruti inspection and repair logs were not retained for the time period required under the terms of the Contract and Florida Administrative Code.

Maruti Response to Allegation (1):

"Maruti concedes that based on the language contained in the Contract, Maruti did not maintain vehicle maintenance records in accordance with the Contract, but Maruti will offer mitigating circumstances that produced the deficiencies noted....

Maruti disputes most allegations raised by former employees and other individuals interviewed by the OIG. In most cases, allegations were made with no corroborating evidence, in other cases, individuals being interviewed contradict their own statements...

This discrepancy was brought forward by Maruti and clearly demonstrates our integrity and transparency. Maruti's intent in self reporting was based on our desire to ensure contract compliance....

Maruti concedes that despite all its SOP's, plans and appointment of regional oversight, there was a breakdown in the processes. Maruti believes that the breakdown was due to inadequate regional oversight to ensure that the local staff complied with the established SOP's. We have determined that regional staff did not perform established audits which would have revealed issues with compliance with recordkeeping. We have additionally determined that local staff took advantage of the lack of oversight to circumvent established procedures."

OIG Comments to Response:

The OIG appreciates Maruti's concession that it did not maintain vehicle maintenance records in accordance with the Contract. Records showed that Maruti did not maintain an electronic file retention system during 2015 and 2016, as required by the Contract. Several individuals provided information supporting this finding.

Allegation (2): is supported. Records provided by PTC and insurance broker Cobbs & Allen reflect that Maruti temporarily suspended insurance coverage on PTC vehicles, in violation of the Contract. One of the uninsured vehicles was dispatched for transit service.

Maruti Response to Allegation 2:

“Maruti concedes that insurance coverage fell below the contract requirements during one period in 2018. Maruti disagrees with the assumption that Maruti deliberately operated vehicles without insurance....

...Maruti admits that physical damage coverage was removed from 7 revenue vehicles and two supervisor vans, leaving only liability coverage in place....”

OIG Comments to Response:

The OIG appreciates Maruti’s concession that insurance coverage fell below the contract requirements. Records show that vehicles were removed from insurance. The OIG report makes no “assumptions” regarding Maruti’s intent relating to the removal. Instead, the report details information found in documents and witness statements.

Allegation (3): is supported. Maruti executive management instructed Maruti mechanics to sign inaccurate or falsified maintenance and repair records, and temporarily added parts to vehicles in order to pass inspections, which hindered Palm Tran Connection’s ability to verify that Maruti was following the preventative maintenance requirements.

Maruti Response to Allegation 3:

“Maruti vehemently disagrees with the allegations raised. Maruti employees were not directed to falsify any vehicle maintenance records and corporate leadership has been unaware of any falsification of files by employees. Maruti believes that the allegation has been overstated and no evidence has been produced to support the allegation.

The OIG inspected over 4,000 records and was only able to produce one document that was signed by an individual other than that actual person. There is no evidence that Maruti leadership directed, participated or had knowledge of documents being falsified. As a matter of fact Maruti’s position is that one document does not indicate a pattern and that the allegation was overstated by Palm Tran and the OIG.”

OIG Comments to Response:

Maruti’s contention that only one of 4,000 documents were “signed by an individual other than that actual person” does not account for the 196 instances in which a maintenance document was submitted purportedly by an individual that was not working at Maruti on the date of the entry.

Numerous Maruti employees told the OIG that they were directed by Maruti Executives to sign inaccurate or falsified maintenance and repair records.

Allegation (4): is supported. Maruti mechanics installed used parts in PTC vehicles in violation of the Contract.

Maruti Response to Allegation 4:

“...Maruti concedes that maintenance staff in some occasions resorted to use used parts... This issue was brought to Maruti’s attention in 2017 by Palm Tran staff. Maruti issued explicit instructions to the regional and local staff that this practices was to stop immediately and that under no circumstances used part were to be used.

... If you read the relevant section of the contract it states “Vehicles parts must be Original Equipment Manufacturer (OEM) parts, as available.” The key part is “as available”. Maruti believes that the contract does not prohibit the use of rebuilt parts. Due to long lead times, it is a common practice in the industry...”

OIG Comments to Response:

The OIG appreciates Maruti’s concession that maintenance staff in some occasions resorted to the use of used parts. As Maruti states, the contract provides that vehicle parts must be Original Equipment Manufacturer (OEM) parts, as available. Maruti ignores the portion of the Contract that states, “Maruti will use only new parts when making repairs on any vehicle in the fleet.” While non-OEM parts may be used in certain circumstances, used parts are not permitted. In those cases where Maruti could not find original equipment manufacturer parts, the company should have used new (not used) non-OEM parts. Among the used parts that the OIG found were installed by Maruti were tires, brake calipers, belts, tire pressure sensors, and bolts. Maruti contends that the contract does not prohibit the installation of rebuilt parts, but cites no contractual provision to support that claim.

Allegation (5): is supported. Maruti placed in service vehicles needing repair and deliberately altered and/or disabled Palm Tran paratransit vehicle safety equipment.

Maruti Response to Allegation 5:

“Maruti became aware that maintenance personnel was having issues with the interlock black box in late 2016. Mr. Ambrose (sic) the maintenance manager contacted Alliance Bus Group, the manufacture (sic) of the vehicles and requested that a technician would be dispatched to diagnose the problem. In June 2017, corporate staff was made aware that the black boxes were rewired in order to bypass the system. Palm Tran staff were notified immediately and vehicles were taken out of service.

At no time has Maruti attempted to operate vehicles that were unsafe and a hazard to public safety.”

OIG Comments to Response:

The OIG appreciates Maruti's concession that maintenance personnel were having issues with interlock black boxes in late 2016. Maruti's West Palm Beach Management was made aware of those issues in June of 2017; by then affected vehicles with re-wired interlock black boxes had been in service approximately six months. By the time Maruti's Executive Management was made aware, affected vehicles had been in service for approximately seven months.

Allegation (6): is supported. Maruti West Palm Beach facility "Key Personnel" performed worked on non-PTC assignments.

Maruti Response to Allegation 6:

"Maruti acknowledges that it used Mr. Ambrose (sic) to assist with repairs of Hollywood Trolleys during emergencies and this practice only went on in 2017, because the facility contracted to provide maintenance of the trolleys in Hollywood was not being responsive. Maruti tried to make sure that the use of Mr. Ambrose would not affect the Palm Tran operation. Maruti does not believe that the use of Mr. Ambrose degraded or disrupted operations in Palm Beach."

OIG Comments to Response:

The OIG appreciates Maruti's acknowledgment that it used Mr. Ambrose on multiple occasions on non-PTC assignments.

ATTACHMENT 1



DO IT RIGHT...DO IT SAFE

Date: September 10, 2019

To: Stuart Robinson
Director of Investigations
Office of Inspector General
P.O. Box 16568
West Palm Beach, FL 33416

Re: Maruti Fleet & Management, LLC Response to Draft Investigative Report 2018-0005

Dear Mr. Robinson,

Please accept the following response to the Draft Investigative report- pursuant to the Office of Inspector General- Palm Beach County, Case Number 2018-0005.

On April 13, 2018 Palm Tran reported to the Palm Beach County Office of Inspector General that it had discovered that Maruti Fleet & Management, LLC failed to comply with Palm Tran Connection Paratransit Service Contract 14-041/SC, as well as applicable laws, rules and standards.

Maruti does not deny that we have fallen short on occasions as all providers do. Maruti took full responsibility for its deficiencies related to contract activities. Maruti made changes to its programs, processes, and oversight activities to ensure full compliance of regulatory and contractual obligations. The deficiencies noted by Palm Tran in no way reflect a systemic approach to contract management and were not based on an attempt from Maruti to “cut” corners in order to pad profits or save money.

It is worth noting that most of the deficiencies reported by Palm Tran staff were a result of Maruti being forthcoming and transparent in its communication related to issues discovered by Maruti. This company and the local staff displayed a great level of integrity by not sweeping items under the rug or concealing issues.

In the draft report the OIG lists six (6) allegations based on Palm Tran’s submittal. Maruti must point out that five of the six allegations, were corrected and all actions were documented, completed and provided to Palm Tran staff prior to the date Palm Tran contacted the OIG. The last open allegation was corrected prior to the date established in an official “cure” letter presented to Maruti by Palm Tran staff.

Maruti understands that ultimately it is responsible for the actions of its employees. The true gauge of a responsive, responsible company is what they do in the face of adversity. In this case, Maruti leadership was swift and deployed all resources available to ensure contract compliance.

At no time did any of the deficiencies noted by Palm Tran staff result in injury to the public, a loss of Palm Tran property or money. To the extent that any possibility of the foregoing may have existed it was not as a result of direction given by Maruti management or with the knowledge of Maruti management.

Maruti Fleet & Management, LLC
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marutitransit.com



DO IT RIGHT...DO IT SAFE

Maruti understands that Palm Tran staff is charged with oversight of services delivery, performance and contract compliance. What Maruti has an issue with is when Palm Tran Staff, under the guise of conducting contract compliance, compiles a number of outdated, previously discussed, corrected, overstated, and in some cases misleading items in order to substantiate its recommendation for an

investigation by the OIG and their ultimate goal of securing (what was ultimately a mutual) termination of Maruti's contract.

Maruti is concerned with the methodology used by the OIG in conducting its investigation. From Maruti's perspective it seems that the theme of the report is to prove that Maruti management knowingly and willfully disregarded all contract requirements and directed Maruti staff to provide unsafe services and falsify records. Maruti takes issue with the mischaracterization of the company and how it conducts business.

Maruti is troubled that the OIG gave credence to statements gathered during interviews with former employees without proper verification. Maruti has pointed out in our response that a number of the statements were not corroborated, misleading, inaccurate, and in some case outright false statements. We understand that the OIG did not have a way to determine the credibility of the individuals being interviewed or their motivations. Maruti is disappointed that the OIG did not take into account that all but one issue was cured prior to the OIG investigation to the satisfaction of Palm Tran staff (the last was cured prior to the Palm Tran staff deadline to cure) and the fact that neither the county nor the public was ever harmed.

Maruti strongly disagrees with the recommendations laid out in the Draft Investigation Report. Maruti believes that referral to Palm Beach County, FDOT and FTA is not warranted and excessive. Maruti cured all deficiencies to the satisfaction of Palm Tran, No harm ever came as a result of the deficiencies and Maruti agreed to a voluntary separation/ termination agreement. Referral and further escalation of this matter does not serve any purpose other to discredit Maruti.

Maruti respectfully request the opportunity to further discuss and assist the OIG in exploring each allegation to ensure that a complete and responsible conclusion can be reached based on the evidence and not based on unsubstantiated hearsay statements. We only seek the truth and the opportunity to clear our name and reputation.

Attached is Maruti's official detailed response to each allegation and recommendations with corresponding supporting documentation as outlined in the draft investigation report.

Maruti thanks you for your consideration and remains available to answer any questions.

Nita Parikh
President
Maruti Fleet & Management, LLC

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Executive Summary

Palm Beach County issued contract No. 14-041/SC on October 7, 2014, to Maruti Fleet & Management, LLC (Maruti), for the provision of paratransit services within the county based on the scope of work laid out under package “C” of the Request for Proposals (RFP).

In October 2017, Maruti made Mr. Clinton Forbes, Palm Tran Executive Director aware that Maruti, a certified Disadvantaged Business, was facing a serious financial predicament. At that time Maruti was seeking for possible options that would provide relief. Maruti had incurred approximately \$250,000 annually for the first three years of this contract. The losses were due in part because of higher than expected vehicle insurance cost. Maruti had continued operations despite the losses, because of our commitment and obligations under this contract.

Maruti informed Palm Tran staff that during an upgrade to Maruti’s Manager Plus Maintenance Software it noticed that there was a gap in data and concluded that maintenance records had been deleted.

On November 15, 2017, Maruti and Palm Tran held a meeting to discuss the request for financial relief. During the meeting Palm Tran staff laid out a series of items that they claimed were deficiencies dealing with safety and other contract deficiencies. Maruti repudiated most alleged deficiencies and provided verification that most items had been corrected previously, which Palm Tran staff confirmed.

Palm Tran’s list of deficiencies included:

- Unauthorized Wheelchair Lift modifications.
- Unauthorized Black Box modifications.
- Missing Maintenance Records.
- Cleanliness of Buses.
- Vehicle Body Damage.
- The use of Non-OEM parts.
- Auto Insurance lapse.

Maruti agreed to cure any outstanding issues and provide Palm Tran staff with updates on completion. Maruti developed a corrective action plan and worked diligently to ensure all items agreed upon were corrected.

In this meeting, the topic of the missing data was discussed, Palm Tran staff was concerned that required vehicle repair documentation was missing. Maruti informed Palm Tran that Maruti kept paper backup copies of the files and that Maruti would make those files available for inspection. Palm Tran staff conducted a review of the files in December 2017 and provided a report with the finding.

Maruti embarked in an extensive project to address the deficiencies noted by Palm Tran’s initial review of the paper vehicle maintenance files and handed Palm Tran staff copies of all maintenance files on April 1, 2018.

In a subsequent meeting Maruti once again requested financial relief from Palm Tran. Palm Tran staff indicated that it would be open to discuss options to relief Maruti's financial burden if it cured the deficiencies identified by Palm Tran staff.

On March 7, 2018, Maruti was handed a letter that serves as a demand to cure deficiencies which alleged that Maruti had not corrected the items identified on the November 15, 2017 meeting. This letter contained the same items that had been discussed in November 2017, but conveniently Palm Tran staff updated the list of deficiencies with additional outdated issues. **(See Exhibit 1)**

Maruti was given a deadline of October 9, 2018 to cure all remaining deficiencies or violations of the contract. Maruti provided evidence to Palm Tran that Maruti had cure the majority of the deficiencies or had made great progress in curing the reaming items. ALL deficiencies were cured prior to the deadline. **(See Exhibit 2)**. Palm Tran did not terminate the contract for cause due to non-compliance of the terms of the cure notice because Maruti made good on all its actions to complete all required discrepancies.

Maruti prepared and submitted a binder with invoices collaborating Maruti's claim that the work had been completed. Palm Tran staff certified that the corrections directed by Palm Tran were completed to the satisfaction of Palm Tran.

In April 2018, Palm Tran Executive Director, Clinton Forbes and Mr. Chad Hockman, Senior Manager met with Maruti president Ms. Nita Parikh and Maruti's executive team to inform Maruti that Palm Tran had received a call from one of Maruti's employees who alleged that Maruti was falsifying maintenance records. Mr. Forbes informed Maruti that he was obligated to refer the matter to the OIG for investigation. Maruti did not object because Maruti management was confident that the allegations were unfounded and without merit.

On April 13, 2018, The Office of Inspector General (OIG) opened an active investigations into the allegations presented by Palm Tran staff. Maruti cooperated fully with the OIG investigators by providing complete access to documents, emails, policies and any additional information requested from the beginning of the investigation.

It is worthy to note that after many months of seeking relief of its financial situation and because of Palm Trans unwillingness to grant such relief, Maruti decided that the best course of action was to separate from the contract. **(See Exhibit 3)** Palm Tran and Maruti agreed to the terms of the separation. Included in the agreement was the provision that Maruti would ensure that all vehicles would be transitioned to the other providers in accordance with the vehicle acceptance agreement and that Maruti would be financially responsible all repairs. Palm Tran in order to ensure that Maruti would comply it kept Maruti's last two invoice payments and kept Maruti's bond until such time that Palm Tran would be satisfied that all vehicles passed inspection and all repairs would be completed.

Palm Tran in order to ensure that Maruti would comply, it kept Maruti's last two invoice payments and kept Maruti's bond until such time that Palm Tran would be satisfied that all vehicles passed inspection and all repairs would be completed.

In April 2019, Maruti started the transition of vehicles to the remaining two current providers of paratransit services for Palm Tran. The receiving contractors conducted thorough inspections of each

vehicle in coordination with Palm Tran staff. Contractors only found minimal deficiencies that Palm Tran deducted from the held invoice and release the remaining balance because they were satisfied that the conditions of the vehicles were in compliance with the vehicle acceptance agreement. In Addition, Palm Tran released Maruti's bond untouched because Maruti complied with all the requirements and specifications contained in the separation agreement and the cure notice. **(See Exhibit 4).**

On August 23, 2019, Maruti Fleet & Management, LLC was presented a Draft Investigation report by the OIG for its review and provided Maruti the opportunity respond to the allegations, findings and recommendations contained in the report.

In the report, the OIG states that On April 13, 2018, Palm Tran reported to the OIG that it had discovered that contractor Maruti Fleet & Management, LLC failed to comply with Palm Tran Paratransit contract.

The rationale for the investigation contained in the OIG report is contrary to the rationale provided to Maruti by Palm Tran. In examining the allegations contained in the OIG report Maruti observed that all the allegations were nothing more than repeat deficiencies that had been discussed, cured previously or for which a corrective plan was developed and Maruti was completing the tasks at the time of the commencement of the OIG investigation.

As to the allegations contained in the OIG report, as stated previously all deficiencies were cured prior to the deadline established by Palm Tran. In the OIG report you cannot find any mention of the actions Maruti undertook to address each of the issues and does not make mention that these items were cured prior to the release of this report and there are no outstanding issues.

Maruti is concerned that statements that were gathered during interviews with former employees which are in most cases not corroborated, misleading, inaccurate, and in some case outright false statements; for example the OIG included a statement made by the former General Manager were he states that Palm Tran riders were hurt as a result of the ramps devices and lack of proper shock absorbers, and that riders had to be transported to the hospital by ambulance. The OIG examined records and asked Palm Tran staff about the claims and found that there is no record of such allegations. The General Manager could not produce any documentation to support his allegations. False statements like this one are prejudicial to Maruti and should have not been included in the report as factual.

The OIG's areas of investigation was concentrated in six allegations. Maruti has summarized each allegation below:

Inadequate Maintenance/ Repair Records

Palm Tran was made aware that Maruti’s maintenance software was hacked by an individual and the database wiped-out. In the November 15, 2017, Maruti informed Palm Tran that hardcopies of the files were kept for redundancy. Maruti made those files available for Palm Tran review.

This discrepancy was brought forward by Maruti and clearly demonstrates our integrity and transparency. Maruti’s intent in self reporting was based on our desire to ensure contract compliance. To suggest that Maruti knowingly and willfully disregarded all contract requirements is without merit and is not supported by any credible evidence.

Deficiency Cured- February 2018

Lack of Insurance Coverage

During the 2018 vehicle insurance renewal, Maruti identified several vehicles that would be out of service for an extended period due to major repairs. Maruti removed physical coverage insurance and kept the liability coverage because the vehicles would not be used in revenue service and the vehicles were covered for physical damage under the facility insurance coverage.

Any claim that the county would be exposed or harmed if a vehicle would be damaged while not fully covered is without merit. Palm Tran was in possession of a \$700,000 bond that it could draw upon in the case of any claim would arise.

Palm Tran staff notified Maruti that based on the RFP and contract requirements that those vehicles were required the full insurance at the maximum level identified in the contract. Maruti complied within 24 hours and provided evidence of the additional coverage.

Deficiency Cured- February 2018

Falsification of Maintenance Records/Documents

Palm Tran completed its review of the Maruti’s maintenance files on December 28, 2017, after several request Palm Tran provided a copy of the findings in March 2018. Based on the deficiencies noted in the review Maruti completed an extensive review to address each issue. Maruti completed the review and made all file available to Palm Tran staff prior to the April 1, 2018 deadline.

Out of over 4,000 records reviewed and inspected by the OIG. Only one document was produced that was signed by an individual other that the actual person.

There is no evidence that Maruti leadership directed, participated or had knowledge of documents being falsified. As a matter of fact Maruti’s position is that one document does not indicate a pattern and that the allegation was overstated by Palm Tran and the OIG.

Deficiency Cured- April 2018

Utilization of Aftermarket Parts – Non-OEM Parts

Palm Tran staff informed Maruti in the November 15, 2017 meeting that usage of non-OEM parts was prohibited by the contract. Maruti reviewed the prior part procurement practices of maintenance staff and prohibited the use of non-OEM parts except where allowed by the Contract.

Maruti disputes that the use of aftermarket parts in the contract is prohibited in all instances. Due to long lead times, it is a common practice in the industry that rebuilt/ aftermarket units are used in order to ensure that vital services are uninterrupted because we are waiting on a new/ OEM part from the manufacturer. As stated earlier, this is a common practice in the industry and a common practice in Palm Beach County by all three Palm Tran contractors. But only Maruti is cited for the practice.

More importantly, at no time did this discrepancy endanger Palm Tran property or the public.

Palm Tran staff claimed that Maruti did not have sufficient supplies on hand- Palm Tran’s unilateral conclusion that “Maruti does not have sufficient inventory [parts]” is without credibility. Maruti purchases parts as needed. Maruti was using several suppliers and have never experienced serious delays when placing orders.

Deficiency Cured- November 2017

Unauthorized Modification of Vehicle Systems

Maruti Fleet & Management never authorized nor tolerated modifications, bypasses, etc., to safety features on buses Maruti operate for Palm Tran. It is a matter of record that when the Black Box and Wheelchair bypasses were discovered, Maruti acted swiftly to notify Palm Tran and restore the buses to Palm Tran, FDOT, etc., specifications. All Palm Beach County owned vehicles have been maintained accordingly to contract requirements.

Palm Tran is keenly aware that these unauthorized modifications were made by a rogue employee. Maruti acted with due diligence and terminated that employee. At no time has Maruti attempted to operate vehicles that were unsafe and a hazard to public safety.

The unauthorized modifications made to the equipment were brought forward by Maruti. Our intent in self reporting was based on our desire to ensure contract compliance and clearly demonstrates our integrity and transparency. To suggest that Maruti knowingly and willfully disregarded all contract requirements operated unsafe vehicles is without merit and is not supported by any credible evidence.

Deficiency Cured- October 2018

Unauthorized Use of Key Personnel

Maruti admits that it used the services of the maintenance manager assigned to the Palm Tran to assist in repair Trolleys assigned to a different contract. This practice was limited to special occasions and emergencies. Services in Palm Tran did not suffer because of this practice. Maruti secured a reliable local maintenance shop to conduct maintenance of the Trolleys and discontinued the use of the maintenance manager on other projects.

Deficiency Cured – August 2017

Out of the six issues presented in the OIG report, five were corrected, all actions documented and provided to Palm Tran staff prior to the date Palm Tran contacted the OIG. The last open allegation was corrected prior to the date established in an official “cure” letter presented to Maruti by Palm Tran staff.



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In reviewing the report, Maruti's point of view is that the main theme of the report and what the OIG set out to prove was that Maruti knowingly and willfully disregarded all contract requirements and directed staff to provide unsafe services and falsify records therefore violating the contract. Maruti takes issue with the mischaracterization of Maruti practices and how it conducts business.

Maruti has been in business for over 14 years and has successfully operated passenger transportation services to both public and private sector markets; former and current clients of Maruti include: Humana, Walt Disney World, Community Transportation Services (Hollywood, FL), Lynx, Jacksonville Transportation Authority (JTA), HMO-MCCI Medical Group (Texas), Lake County (FL), and Florida Airport Shuttle (Fort Lauderdale, FL). Maruti's client services include fixed route, shuttle, trolley, and paratransit as well as community transportation services.

In Palm Beach, It is undisputed that at the beginning of the three paratransit contracts, Maruti was the only service operator to make 100% pull out for several weeks after the official service start date, as matter of fact Maruti assisted Palm Tran in picking up additional routes vacated by the other two service providers to minimize service disruptions. Over the contract term Maruti consistently outperformed the other two providers in the category of on-time performance and productivity. Maruti has come to the rescue of Palm Tran in several occasions to assist in performing weekend routes, when the other

services providers have been incapable of performing the routes based on manpower shortages. Maruti agreed to assist without hesitation even when Maruti incurred additional cost because it had to cover the routes on overtime.

Maruti, to defend itself against the allegations raised in the report, is compelled to point out that unsupported and false hearsay statements were used to support the allegations or conclusion of the report. For example; the OIG states in the report that it reviewed and examined 4,000 maintenance records, but was only able to produce one document that had been signed by a clerk instead of the actual mechanic that completed the work. On its own, it could be concluded that an error occurred or that the mechanic was not available and the clerk took it upon themselves to sign the document. But in no way can the finding support the allegations that Maruti directed staff to falsify maintenance records. Maruti is concerned that relying on statements from a disgruntled employee and introducing it as credible evidence can skew the conclusion and does not represent the facts in this case.

Maruti adamantly denies any and all allegations that state Maruti executives engaged in deceptive, unlawful and unethical business practices.

If false or any unsubstantiated statements are taken out of the report, what you have is reiteration of issues that were identified previously and corrected. Maruti has taken full responsibility for its deficiencies related to vehicle maintenance activities. Maruti made changes to its auditing and maintenance program, to ensure full compliance of regulatory and contractual obligations.

Maruti strongly disagrees with the recommendations laid out in the Draft Investigation Report. Maruti believes that referral to Palm Beach County, FDOT and FTA is not warranted and is excessive. Maruti cured all deficiencies to the satisfaction of Palm Tran, No harm ever came to Palm Tran, the County or the public as a result of the deficiencies and Maruti separated from the contract.

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Maruti has provided a detailed response to each allegations. In this response Maruti has been able to demonstrate that uncorroborated, misleading, inaccurate, unsupported and false statements were used in order support allegations when evidence could not be produced and the facts do not support the overall theme or conclusion of the report.

Detailed Individual Responses

Allegation (1): Maruti did not properly maintain vehicle maintenance and repair records, as required by the contract and the Florida Administrative Code.

Response:

Maruti concedes that based on the language contained in the Contract, Maruti did not maintain vehicle maintenance records in accordance with the Contract, but Maruti will offer mitigating circumstances that produced the deficiencies noted. Maruti leadership is adamant that the issues faced in this contract are not indicative or a reflection of a systemic corporate approach to contract management.

In addition, Maruti disputes most allegations raised by former employees and other individuals interviewed by the OIG. In most cases, allegations were made with no corroborating evidence, in other cases, individuals being interviewed contradict their own statements.

This discrepancy was brought forward by Maruti and clearly demonstrates our integrity and transparency. Maruti's intent in self reporting was based on our desire to ensure contract compliance. To suggest that Maruti knowingly and willfully disregarded all contract requirements is without merit and is not supported by any credible evidence.

Background:

Maruti Fleet & Management, LLC is committed to maintaining a fleet of safe and reliable vehicles for all contracted operations. The policies and procedures outlined in Maruti's maintenance plan ensures that all assigned vehicles are kept in top operating condition and minimizing out-of-service time by following an in-depth preventive maintenance schedule. Maruti's Maintenance Plan complies with the RFP and Florida Administration Code 14-90-004.

In June 2014, Maruti responded to RFP No. 14-041/SC Palm Tran Connection (PTC) Paratransit Services Package "C". As part of the submittal, Maruti provided the companies vehicle maintenance plan and preventive maintenance program, which are in compliance with the stated RFP and Florida Administrative Code (FAC), Bus Transit System Operational Standards Rule 14-90.004.

Maruti's vehicle maintenance plan includes the following two sections related to **Allegation #1:**

Recordkeeping

Maruti's maintenance staff use checklists during vehicle inspections in order to confirm and document successful completion of all require inspection areas. The forms, and any accompanying work orders



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and parts usage documentation is retained in the vehicle file as part of the fleet history and used for any warranty claims.

All work orders and vehicle records will be documented in the FleetFocus system and will be made available to Palm Tran staff for review.

Maintenance Quality Control

The Project Manager is directly responsible for the implementation of the quality assurance program. A Maintenance Audit is performed to determine if our required maintenance processes and procedures are being performed according to Maruti's quality standards. The audit begins with a random list of the PMIs recently performed. The PMI work orders are obtained after the vehicle inspection audits are complete. The vehicle number, mechanic's name, date, mileage and defects noted are recorded on the audit form. A pass or fail rating is given and any conditions needing immediate action are noted. A failing grade is given if a safety defect or a condition that will lead to unreliable service is noted.

In addition to the quality checks of the PMI process, a number of other maintenance processes are examined. The audit focuses on the quality of the work performed versus the stated performance found in our vehicle records documentation.

Our maintenance audit is designed to reduce errors and solve problems in the pursuit of the mission statement. The audit encompasses multiple facets of the maintenance operation, including the following functions:

PMI Quality – PMI Timeliness – Bus Cleaning – Road Call Repair – Bus Readiness – Part Inventory

In-Service Training Records – Service Island – Bus MPG- Oil Analysis Reports – DVIR Response

Fuel reconciliation – Mechanic Records – Vehicle-Down records

As stated above, Maruti has incorporated procedures that address recordkeeping and a detailed description of Maruti's quality control measures to ensure maintenance of vehicles meet not only the client's standards, but standards prescribed in 14-90.004. In addition, Maruti deploys numerous levels auditing to ensure local operating staff are in full compliance with standards.

Operating Procedures/ Processes

Maruti utilizes Manager Plus, Maintenance Information System (MIS) to maintain its vehicle history files, perform trend analyses and manage parts inventory (light maintenance items). The System allow us to develop track maintenance hours, parts used, frequency as well as develop required reports. In addition, Maruti's practice is to retain a hardcopy of all maintenance files for redundancy, also each mechanic maintain a log book in order track work orders completed by each mechanic as a reference mechanism.

OIG Examination of Maruti Records and Email

OIG cites an email from VP Cavelle from November 2016, where he provides the local staff a maintenance log for future use. The OIG concludes that maintenance logs were not being used prior to this date. The OIG was provided a copy of Maruti's preventive maintenance plan, the plan contains the form used for documenting repairs. VP Cavelle's email was providing staff with an updated form to be used.

In addition, Maruti believes that the OIG is basing their conclusion that documentation was never completed because the OIG reviewed and inspected vehicle files that only contained current year documentation. As stated in the ***Operating Standards/ Processes*** section above, Maruti at the beginning of each year purges the vehicle maintenance files and prepared files for current year documentation of maintenance activities.

In late summer 2017, Maruti started a data backup in anticipation of an upgrade to the Manager Plus system, when staff noticed that there were gaps in data in the system. At first it looked like data had been deleted and mileage records altered. Staff informed corporate staff that the Manager Plus maintenance system had been hacked and that they suspected Mr. Rock Ambrose, Maruti's former maintenance manager was involved because the last entries in the system were in August 2017, which was the same time that Manager Ambrose was terminated.

The OIG produced a letter written by VP Carrion stating that the maintenance software had been compromised (hacked) and maintenance records had been deleted. This letter was produced and delivered to Palm Tran staff to update staff about the maintenance file review process.

(See Exhibit 5.) Maruti believes that this letter is an example of Maruti leaderships keeping with its policy to be open and transparent regardless of the situation.

The OIG also cites emails from the Maruti IT staff and a Maruti administrative assistant that supports Maruti's position that faced with adversity, leadership took action to deployed resources to correct the problem.

Even the President of Maruti, Ms. Nita Parikh inserted herself into the process because she wanted to make sure that staff would comply with the promises she had made to the Palm Tran Executive Director. The email cited by the OIG, provides an insight on her desire to be updated on the process.

OIG Interviews

Chad Hockman-Palm Tran Senior Manager

In the interview with the OIG Mr. Chad Hockman- Palm Tran Senior Manager, Mr. Hockman recalls that Mr. Rubenstein informed him that Rock Ambrose deleted the electronic maintenance files. This statement is important because Mr. Rubenstein told the OIG during his interview that the files could not have been deleted by Mr. Ambrose because he had been terminated and would not have access to the system. This is the first indication of a pattern of lies and his attempt to cover up his own shortcomings in performing his duties as a general manager.



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In addition, Mr. Rubenstein informed Mr. Hockman that the primary responsibility for uploading and preserving maintenance files belong to Ms. Shacoya Key.

Charlie Boettiger-Palm Tran Manager

Mr. Charlie Boettiger- Palm Tran Manager stated in his interview with the OIG that Maruti first started using an electronic maintenance system 2 years after start of contract- Mr. Boettiger is incorrect in his statement. Maruti had Manager Plus maintenance software from the inception of the contract in February 2015. (**See Exhibit 6**). Mr. Boettiger confirms that Maruti had paper maintenance records dating back to 2015 and 2016. Maruti questions Mr. Boettiger's statements of frustration and depiction

that Maruti's files were missing and incomplete. Palm Tran never submitted a letter noting deficiencies after audits were conducted in 2015 and 2016.

Maruti does not understand how Mr. Boettiger can claim that he had never seen the hardcopies of the files, when Mr. Boettiger and his team conducted an audit of the files in December 2017.

Fred Rubenstein- Maruti General Manager

Mr. Rubenstein was interviewed by the OIG. Mr. Rubenstein was hired as the General Manager. As the GM he was ultimately responsible for vehicle maintenance activities at this location.

In his interview Mr. Rubenstein contradicted his statement given to Mr. Hockman, where he stated that Mr. Ambrose deleted the maintenance files, this was the same statement that he provided to Maruti leadership when the missing files were first discovered. But in his statement to the OIG he states that Mr. Ambrose could not have deleted the files because he had already been terminated prior to the incident. Mr. Rubenstein proceeds to try to cast blame in the direction of corporate leadership. He stated that Maruti's President and Vice presidents had full access to the system. This statement is false.

Mr. Rubenstein goes as far as to tell the OIG that he and Ms. Keys sat at her computer and watched the files disappear on her screen. This statement is provided almost word for word by Ms. Key in her interview. The problem with their statements, is that it is impossible for them to watch files being deleted from the system. Manager Plus ran a Virtual Private Network (VPN) and Maruti only had one license for access to the VPN, so only one individual could access Manager Plus at a time, If another user would attempt to access the VPN the current user would be knocked off the system, therefore the story developed by Mr. Rubenstein and Ms. Key is a complete lie.

Shacoya Key- Utility Worker

The OIG interviewed Ms. Shacoya Key. Ms. Key stated that she was responsible for entering information into the maintenance database after work was completed by mechanics. Ms. Key states that Maruti was solely using paper records to track maintenance in 2015-2016. The issue with this statement is that at that time Ms. Key was a utility worker and her duties were to wash and clean the buses and she had no dealing with maintenance or maintenance files. Ms. Key started her duties of entering data in 2017 when Mr. Rubenstein was hired as the GM. Mr. Rubenstein removed her from utility duties and assigned

her to entering data into Manager Plus. Mr. Rubenstein started to use Ms. Key as a personal assistant which we believe led to data not being entered into the system.

Gloria Martin- Maruti VP

Ms. Martin- Maruti’s Vice President testified to the fact that in 2018, she began an internal audit to ensure that the maintenance files were being kept in the right format and that they had all the required information. Ms. Martin stated to the OIG that she found that the files were out of order and paper records were misplaced. She stated that multiple mechanics told her that they completed the paperwork for the work orders and give them to Ms. Key, they also told her that the work orders would pile up on her desk and sometimes were misplaced or were never entered into the system. **(See Exhibit 7)**

Mona Comici –Former Maruti General Manager

Ms. Comici stated that Maruti did not utilize a maintenance software system in 2015, we believe that Ms. Comici is confused in her recollection of the facts. Ms. Comici was part of the transition team when Maruti started service in 2015 and she was involved and trained on the Manager Plus system. We believe that she does not recall whether the system was being used because we had a Maintenance Manager and a corporate liaison who were responsible for the setup, training of maintenance staff and data input.

The most important statement of Ms. Comici’s interview was the revelation that she directed staff to organize the maintenance files and she believes that the information found on the repair and inspection logs for 2015 and 2016 were gathered at that time. This is further proof that Maruti did have backup paper files for 2015-2016.

Roxine Quiles- Assistant General Manager

Ms. Quiles stated in her interview that the maintenance records were maintained in a file cabinet and managed in Manager Plus, she goes on to describe that work was completed by mechanics and then entered into the system. She further states that she was aware that some files were misplaced or missing. As stated previously Ms. Key was responsible for data entry and preservation of the files and Mr. Rubenstein was ultimately responsible of ensuring the integrity of the maintenance data.

In her interview Ms. Quiles states that she assisted gathering documents for the Palm Tran 2017 vehicle maintenance audit. She states that both electronic and paper files were missing. When she encountered a missing record or file, she states that she would write a memo stating that the record was missing and placed in the vehicle folder. This procedure is consistent with the instructions that were given to the team working on the maintenance file project by Mr. Carrion-Maruti VP.

Cedric Johnson- Maruti Safety Officer

Mr. Johnson claims that he overheard Maruti’s president phone conversation that suggested to him that she was ordering IT staff to delete files in the Manager Plus system.

To put Mr. Johnson’s claim in content, Mr. Johnson was terminated because he was at times irrational and sometimes would lash out to staff and even at Maruti’s president. It got to the point that Maruti staff did not feel safe around him.

Maruti denies that Maruti's president ever order the deletion of any files. This would not make any sense and she would have nothing to gain by deleting files. Mr. Johnson's claim is without merit and absurd.

Conclusion

Maruti Fleet & Management, LLC from its inception in 2014 developed standard operating procedures (SOP), processes and detailed plans to ensure that its employees follow proven methodologies that ensure compliance with local, state and federal standards and regulations. In addition, Maruti developed an organizational structure that provides local operating locations with oversight and support at a regional level to ensure contract compliance.

Maruti concedes that despite all its SOP's, plans and appointment of regional oversight, there was a breakdown in the processes. Maruti believes that the breakdown was due to inadequate regional oversight to ensure that the local staff complied with the established SOP's. We have determined that regional staff did not perform established audits which would have revealed issues with compliance with recordkeeping. We have additionally determined that local staff took advantage of the lack of oversight to circumvent established procedures.

Maruti has proven that Mr. Rubenstein and Ms. Keys provided false statement in their interviews with the OIG. It is Maruti's position that Mr. Rubenstein engaged in a deliberate attempt to cover and sabotage the discovery of his shortcomings in performing his duties as the general manager. Mr. Rubenstein together with Ms. Key formulated a scheme to deflect blame for the fact that both were responsible to the upkeep and the preservation of maintenance files.

The motivation of Mr. Rubenstein is clear, he wanted to make sure that his name and reputation would not be tarnished due to his dereliction of duties. In addition, Mr. Rubenstein felt that he had been disrespected by Ms. Parikh during a meeting with staff present, where she chastised Mr. Rubenstein for not performing his duties as a GM. He comment to Mr. Carrion that she was lucky that she was a women because he has never tolerated anyone to disrespect him and talk to him the way she did.

In addition, Mr. Rubenstein was upset that Maruti leadership informed him to terminate Ms. Key because she was not keeping up with data entry in the Manager Plus system, in addition, maintenance folders were not being kept up to standards. Mr. Rubenstein had a close relationship with Ms. Key and he had delegating her duties in order for her to act as his personal assistant.

At the time that Mr. Rubenstein was directed to terminate Ms. Key (**See Exhibit 8**), Ms. Martin received a call from the Maruti finance manager in Palm Beach County stating that something was going on at the location and to watch out for what Mr. Rubenstein was planning. That afternoon, Mr. Rubenstein terminated Ms. Key and he allowed her to go into the maintenance area unescorted. While in the maintenance area she started screaming, when Maruti staff went to see what had happened she claimed that she had tripped and claimed to be hurt to the point that she requested an ambulance. Ms. Key filed a lawsuit against Maruti claiming an unsafety work environment. Maruti paid Ms. Key for her

medical bill and Ms. Key dropped the lawsuit when confronted with pictures from Facebook that show her in activities that she claimed she could not do. **(See Exhibit 9)**

Shortly after, Ms. Key filed a grievance with the Union claiming that she had been wrongfully terminated. Coincidentally, Mr. Rubenstein led the grievance and ultimately the arbitration on behalf of Maruti. It seems that Mr. Rubenstein did not mount a convincing argument, because the arbitrator ruled in favor of Ms. Key and Maruti was forced to reinstate her.

Maruti understands that ultimately it is responsible for the actions of its employees. The true gauge of a responsive, responsible company is what they do in the face of adversity. In this case, Maruti leadership was swift and deployed all resources available to mitigate the damage done by local staff. Maruti demoted the Regional VP and he consequently resigned. Mr. Rubenstein sought employment elsewhere as it was evident that the truth about his actions was being revealed. Maruti brought in a team to review and try to reconstruct records and organize the files as they should have been performed by Ms. Key.

This discrepancy was brought forward by Maruti and clearly demonstrates our integrity and transparency. Maruti's intent in self reporting was based on our desire to ensure contract compliance. To suggest that Maruti knowingly and willfully disregarded all contract requirements is without merit and is not supported by any credible evidence.

Allegation (2): Maruti did not maintain insurance coverage for Palm Tran Connection paratransit vehicles, as required by the Contract.

Response:

Maruti concedes that insurance coverage fell below the contract requirements during one period in 2018. Maruti disagrees with the assumption that Maruti deliberately operated vehicles without insurance.

During the 2018 vehicle insurance renewal, Maruti identified several vehicles that would be out of service for an extended period due to major repairs. Maruti removed physical coverage insurance and kept the liability coverage because the vehicles would not be used in revenue service and the vehicles were covered for physical damage under the facility insurance coverage.

Any claim that the county would be exposed or harmed if a vehicle would be damaged while not fully covered is without merit. Palm Tran was in possession of a \$700,000 bond that it could draw upon in the case of any claim would arise.

Palm Tran staff notified Maruti that based on the RFP and contract requirements that vehicles were required the full insurance at the maximum level identified in the contract. Maruti complied within 24 hours and provided evidence of the additional coverage.

Background

During the 2018 vehicle insurance renewal, Maruti identified several vehicles that would be out of service for an extended period due to major repairs. Maruti insured those vehicles with liability insurance only because the vehicles would not be used in revenue service. The vehicles were protected for any physical damaged under the facility policy.

Palm Tran staff notified Maruti that based on the RFP and contract requirements that those vehicles were required the full insurance at the maximum level identified in the contract. Maruti complied within 24 hours and provided evidence of the additional coverage. **(Exhibit 10)**

OIG Examination of Maruti Records

In accordance with the Contract, Maruti was required to maintain Business Automobile Liability to include physical damage coverage for all County owned vehicles.

The OIG found that Maruti had removed 5 vehicles from the insurance, which violated the terms of the contract. The OIG also found that one of those vehicles not covered was placed in service.

Maruti admits that physical damage coverage was removed from 7 revenue vehicles and two supervisor vans, leaving only liability coverage in place **(See Exhibit 11)**. This decision was made because the vehicles were identified by local staff as down for major repairs without a clear understanding of when they would be returned back to service. In addition, the vehicles were being covered for physical coverage under the facility insurance policy.

When Palm Tran informed Maruti that this was a violation to the contract, those vehicles were immediately reinstated and proof of insurance was provide to Palm Tran within 24 hours. Maruti paid liquidated damages in the amount of \$30,000 for violation of the contract.

Maruti leadership informed Mr. Rubenstein that under no circumstances would these vehicles put back in service prior to approval from corporate staff. Mr. Rubenstein acknowledged the directive. **(See Exhibit 12)**.

OIG Interviews

Fred Rubenstein- General Manager

In the OIG interview Mr. Rubenstein states that Ms. Parikh informed him that half of the fleet was no longer insured. This statement from Mr. Rubenstein is false and is consistent with his pattern of lies. There is no evidence that Maruti removed half of the fleet from insurance coverage. The Insurance broker had the obligation to inform Palm Tran of such occurrence, no such notice was never sent to Palm Tran.

Robert Fink, Mona Comici – Former General Managers

Both Mr. Fink and Ms. Comici made statements that Maruti would on occasion remove vehicles from the insurance. Maruti denies these allegations. As state previously there no evidence that this occurred. We believe that Mr. Fink and Ms. Comici are both assuming that because Maruti would receive notices of insurance cancelations that in fact those occurred. The brokers were responsible for issuing a policy cancellation notice 30 days prior to expiration.

Maruti does concede that Ms. Comici was requested to provide a list of vehicles that had been out of services for an extended time due to major repairs. Ms. Comici was informed of the intent to remove those vehicle from the policy until those vehicles would be ready for service. Ms. Comici informed corporate staff that per the contract that all vehicles need to be fully insured at all times. Corporate never took action.

Conclusion

Maruti concedes that in 2018 during the renewal of the vehicle insurance policy, it removed the physical damage coverage insurance off 7 vehicles that were out of service for an extended amount of time and no timeframe was given of when these vehicles would be available for service again. This measure was in order to save the additional insurance cost for vehicles not needing to be fully covered. Maruti’s facility insurance policy covered the vehicles against any damage while in the facility. The claim that the county would be exposed or harmed if a vehicle would be damaged while not fully covered is without merit. Palm Tran was in possession of a \$700,000 bond that it could draw upon in the case of any claim would arise.

In other operating locations, the practice is not prohibited by the contracts therefore Maruti would use this measure as a financial business decision. Maruti is diligent in ensuring that no vehicles are operated without the proper insurance coverage. Buts once again, local staff overlooked the directives issues by corporate staff and had one vehicle in service on one day of service before it was promptly removed.

Maruti was informed that it needed provide full coverage on the vehicles and we complied in less than 24 hours and paid a hefty penalty for the lapse in coverage.

Allegation (3): Maruti employees falsified or directed other Maruti employees to falsify Palm Tran paratransit vehicle maintenance and repair records, in violation of the Contract.

Response:

Maruti vehemently disagrees with the allegations raised. Maruti employees were not directed to falsify any vehicle maintenance records and Maruti corporate leadership was unaware of any falsification of files by employees. Maruti believes that the allegation has been overstated and no evidence has been produced to support the allegation.

The OIG inspected over 4,000 records and was only able to produce one document that was signed by an individual other that the actual person.

There is no evidence that Maruti leadership directed, participated or had knowledge of documents being falsified. As a matter of fact Maruti's position is that one document does not indicate a pattern and that the allegation was overstated by Palm Tran and the OIG.

Background

Maruti utilizes Manager Plus, Maintenance Information System (MIS) to maintain its vehicle history files, perform trend analyses and manage parts inventory (light maintenance items). The System allow Maruti maintenance staff to develop track maintenance hours, parts used, frequency as well as develop required reports. In addition, Maruti's practice is to retain a hardcopy of all maintenance files for redundancy, also each mechanic maintain a log book in order track work orders completed by each mechanic as a reference mechanism.

Palm Tran staff was made aware that Maruti's maintenance software was hacked by an individual and the database wiped-out in August of 2017. In the November 15, 2017, meeting with staff, Maruti informed Palm Tran that hardcopies of the files were kept for redundancy. Maruti made those files available for Palm Tran review.

Palm Tran completed its review of the files on December 6, 2017.

Operating Procedures/ Processes

Maruti utilizes Manager Plus maintenance software as its primary method of documenting vehicle maintenance activities.

Maintenance technicians and staff are trained in the utilization of the system. In addition to the Manager Plus system, Maruti continues the practice of keeping hard copies of all work performed.

When a running repair or scheduled preventive maintenance work is to be performed, the data entry person opens a work order in the Manager Plus system, then prints out the work order sheet or provides the approved work order form/ checklist.

Mechanics complete handwritten work orders and parts forms and submit the complete sheets to the data entry person. That individual is responsible for inputting the work into the Manager Plus system. This individual also is responsible for putting the paper copies in the appropriate vehicle file.

OIG Examination of Maruti Records

The OIG states that it reviewed hard copies inspection and repair logs and found 196 instances in which the wrong mechanic was entered for a specific work performed.

Maruti has examined the log files referenced by the OIG and has determined that those log were recreated by Ms. Quiles and Ms. Key and in no way are they to be considered as mechanic signatures. Maruti believes that these two individuals in order to finish the task did not do the proper research to

ensure that the correct individual was given credit for work performed, it look like they just put anyone's name hoping that nobody would check. There is no evidence or statements from any individual that alleges that Maruti corporate staff or anyone directed them to do this. The fact that these individuals decided to take a shortcut versus complete the task as required reflects on the integrity and credibility of these two individuals.

The OIG provides and excerpt of an email between Mr. Rubenstein and Mr. Odimgbe in which Mr. Rubenstein indicates that he will use a missing restraint holding bag from one bus and install it on a vehicle being inspected.

Maruti does not condone the actions taken by Mr. Rubenstein and in no way is a practice that is encouraged or directed by corporate staff. This email supports Maruti's position that Maruti's regional VP was derelict in his duties and should have never allowed such practices. This is one of the reason the VP was demoted and removed from oversight of operating locations.

OIG staff report that they found 10 emails from staff discussing "incomplete" or "missing" files. Maruti's position is that these emails provide an example of the fact that Maruti was taking this matter seriously and that resources was deployed to ensure that all efforts were done to make sure that the vehicle maintenance files would be as complete as possible. What is not in any of the emails is anyone being directed to falsify any documents. This is consistent with Maruti's position that it did not direct staff to falsify any documents.

In a letter to Palm Tran, Mr. Carrion- Maruti VP provided the processes Maruti undertook to review the maintenance folders. **(See Exhibit 5)**

1. Maruti completed the annual update of maintenance files- at the beginning of each calendar year the maintenance files are purged, previous year work orders and preventive maintenance documentation is removed and place in a separate folder and retained for review as required by the contract. The files were updated with current insurance certificates and new log sheets were inserted.
2. Maruti conducted an Initial review of 2017 files- based on the review conducted by Palm Tran staff, Maruti conducted an initial review of each file compared to the finding noted by Palm Tran and annotated each folder with the missing items or deficiencies noted.
3. Recovery of missing items- Maruti conducted an extensive search of the facility to make sure any additional or missing maintenance records were mislabeled or misplaced. No files found.
4. Maruti conducted the final review of 2017 files- after an in depth review of the files, corrections were made. The correction included:
 - Hard copy of work order was in place- but the description and quantity form was not completed by the mechanic- Mechanics provide evidence based from the mechanic log of the work performed. A form was completed and signed by the mechanic. Staff was directed to place a memo for records to reflect that the document was completed after the fact.

- In cases that the mechanic who conducted the work was no longer employed by Maruti, a memo was to be created stating that the file was deleted from the system and no record exists.
- Maruti included explanation for any gap in the preventive maintenance (PM) schedule. After the discovery of deletion of all computer files, Maruti ensured that the next documented PM was an initial “A” inspection, to start a fresh PM cycle.

Maruti has been very careful in ensuring not to fabricate or add any documents after the fact without proper back-up and clear annotations for the record. **Palm Tran staff conducting the review was made aware of the process and they indicated that there was nothing improper with the steps taken by Maruti.**

OIG Interviews

Rock Ambrose-Maintenance Manager

Mr. Ambrose confirmed the processes as described in the ***Operating Procedures/ Processes*** section. Mr. Ambrose stated to the OIG that he never falsified or was asked to falsify any documents.

Mr. Ambrose stated that he did not fill out the inspection log or general repair log for vehicle 4832. As stated earlier Maruti believe that Ms. Quiles and Ms. Keys made the entries to those logs.

Shacoya Key- Utility Worker

Ms. Key claims that Ms. Martin instructed her both verbally and via email to falsify maintenance records. Maruti has already produced evidence of Ms. Key making false statements to the OIG. This is another statement that is a lie and there is no proof of the conversation or her claim of an email. **(See Exhibit 13)**

Ms. Key claims that she witnessed Ms. Martin instruct mechanics Mr. Masse and Mr. Louis to falsify and create maintenance records. Mr. Louis contradicts her statement in his interview with the OIG, Mr. Louis states that he did not falsify or was asked to falsify any documents.

Ms. Carrion met with Ms. Key and Ms. Martin and asked to be walked through the process they were following. Ms. Key picked up a file that she claimed had been completed and proceeded to explain and show Mr. Carrion each section of the file and what they had done. Mr. Carrion asked at that time what was being done with documents that were missing, she explained that a memorandum was being created stating the document was missing. At the end of the meeting Mr. Carrion once again told both of them that at no time they were to sign anything for the mechanics or put anything in the file that did not have supporting documentation. Mr. Carrion was satisfied that the instruction he gave to the entire team were being followed.

Fred Rubenstein – General Manager

Mr. Rubenstein stated that from March 15-26, 2018, Ms. Parikh, Accounting Director Figueroa and Ms. Martin visited the operating location in Palm Beach County. The visits were to ensure that all the deficiencies noted by Palm Tran were being corrected. Mr. Rubenstein was not happy that corporate staff was getting involved in the project. He claimed he was being disrespected because corporate did not trust him to fix the problem. He further commented that I don’t need anyone coming to “My House” and telling me what to do.

During the visits corporate staff set up tables in the garage area and had boxes with the vehicle maintenance files. Each person on the review team was given a folder and they would go through each page to make sure everything was setup in accordance with guidance. Each team member would make note of any files missing or documents contained in the file that was missing signatures.

Mr. Rubenstein was upset because he was excluded from the team. At one point Mr. Rubenstein approached Mr. Carrion and told him that he did not know what was going on, but he was concerned and wanted to make sure that no documents were created after the fact. Mr. Carrion met with the team reviewing the files and asked to be provided a rundown of the processes that were being followed. Mr. Carrion was satisfied that the team was following the initial instructions for the project. Mr. Carrion once again expressed very strongly that no documents that did not have supporting document would be put in the files, He also made sure they understood that if a document is missing, to simply insert a Memo stating that the document is not available.

Mr. Carrion met with Mr. Rubenstein and assured him that he had checked the processes and he had spoken to the team and that files were not being wrongfully manipulated, Mr. Rubenstein seemed satisfied with that assurance at the time.

Mr. Rubenstein claims that he overheard Ms. Parikh direct Ms. Key to make entries in Manager Plus to show that Maruti timely complied with PM schedules. This statement is false. Work orders or PM schedules cannot be backdated on the Manager Plus system. When a PM is scheduled and a work order is opened it automatically timestamps the time and date the work order was created. Therefore any suggestion or allegation that Maruti created PM or work orders in Manager Plus for missing entries or to show that PM were done on time is false.

In addition, at that time, Mr. Rubenstein only expressed his concern that files would be wrongfully manipulated, he never claimed to Maruti or Palm Tran that he had any evidence or had heard anyone directing staff to falsify documents.

Mr. Rubenstein claims that Mr. Louis and Mr. Masse falsified documents at the direction of Ms. Parikh. Mr. Louis in his interview with the OIG denied ever falsifying or being asked by anyone to falsify any documents. Maruti has already demonstrated and provided evidence that Mr. Rubenstein had a motive to lie about the events that occurred and has provided false statements to the OIG.

Carnes Masse- Mechanic

Mr. Masse told the OIG that he and Mr. Louis were instructed to sign maintenance documents that had been filled out by administrative staff. Mr. Masses stated that he and Mr. Louis signed documents under threat of being fired.

Mr. Masse is correct that he was asked to sign certain documents. However the documents that were given to him for signature were work orders in the system that Mr. Masse completed but were missing his signature. Mr. Masse failed to advise the OIG that he was asked to go back to his personal notes and make sure that he had completed the work order. In addition, Mr. Louis told the OIG that he was never instructed to falsify any documents.

In Mr. Rubenstein's interview he states that he spoke with Mr. Louis and Mr. Masse and told them to stop signing documents. It is Maruti's belief that Mr. Rubenstein instilled fear in Mr. Masse and most likely told Mr. Masse that he could be held accountable and have legal liability for signing the documents. Based on the elaborate scheme put together by Mr. Rubenstein, we do not discount the possibility that Mr. Masse was coached by Mr. Rubenstein to say that he was forced to sign the documents.

Nelson Louis- Mechanic

Mr. Nelson in his interview with the OIG stated that Maruti mechanics were never instructed to sign recreated documents. This statement contradicts statements from Mr. Rubenstein, Ms. Key and Mr. Masse and is consistent with Maruti's position that no one was instructed to create or falsify any documents.

Mr. Louis confirmed that he was not employed in December 2015 and that his name appeared on an inspection log. Maruti explained previously that those logs were create by Ms. Quiles and Ms. Key and the inconsistencies found are attributed to circumventing procedures and "laziness". They chose to just fill out the form without verifying its accuracy. **(See Exhibit 14)** There are no claims or statements from Ms. Quiles or Ms. Key stating that Maruti corporate staff directed them to fill out these form in the manner they were. There is no reason to falsify these documents, Maruti had nothing to gain or lose.

Mr. Louis was shown Parts forms for vehicle 4821/ work order 1183 and 1947. Mr. Louis attest that the signatures on those form are not his. Maruti has provided evidence that Mr. Louis completed both work orders. **(See Exhibit 15)**. In reviewing the signed documents, Maruti concluded that the signatures on those work order are similar to the handwriting on the log files discussed previously **(See Exhibit 16)**. Maruti believes that either Ms. Quiles or Ms. Key signed the document on behalf of Mr. Louis.

Both Ms. Quiles and Ms. Key were adamant in the interviews with the OIG that they refused to comply with Maruti corporate staff directives to falsify any documents. So if either one signed the work order then it can be assumed that this was done on their own and not an attempt to comply with corporate staff.

Roxine Quiles- General Manager

Ms. Quiles stated that Ms. Martin instructed the mechanics to reference their personal logbooks to re-create missing maintenance records. She also states that Ms. Martin instructed mechanics to create backdated work orders, then sign them for the date the work was completed.

Ms. Quiles is correct, Ms. Martin did ask the mechanics to reference their personal logbooks to complete a paper work order. What is misleading about Ms. Quiles statement is that the work orders that were re-created was because a work order existed in the Manager Plus system but the file did not have the corresponding signed paper document. The mechanics were asked to date the document with the date the system indicated that the work order was completed. Ms. Martin engaged Palm Tran staff, Mr. O'Shea and Mr. Hockman and showed them this process, both indicated that what Maruti was doing was acceptable. Mr. Hockman suggested that moving forward to make an annotation of the actual date the form was signed.

In addition, it is worthy to note again that work orders cannot be backdated on the system itself. When a work order is opened it automatically timestamps the time and date the work order was created. Therefore any suggestion or allegation that Maruti created work orders in Manager Plus for missing entries is false.

Conclusion

The OIG claims that it reviewed and examined 4,000 maintenance records and numerous emails, but was only able to produce one (1) document that had been signed by someone other than the mechanic. Maruti concluded that this work order was signed by either Ms. Quiles or Ms. Key, we can make the assumption that it was an error or that the mechanic was not available and the one of them took it upon themselves to sign the document.

Maruti denies the allegations that Maruti employees were directed to falsify any vehicle maintenance records or that Maruti corporate leadership was aware of any falsification of files by employees.

Maruti has proven that Mr. Rubenstein, Ms. Key and Mr. Masse provided less than truthful statements to the OIG and there is no evidence that falsification or manipulation of the records ever occurred.

Allegation (4): Maruti staff utilized used parts to maintain and repair PTC vehicles, in violation of the Contract.

Response:

Based on the findings from the OIG and previous conversations with Palm Tran, Maruti concedes that maintenance staff in some occasions resorted to use used parts. This issue was brought to Maruti's attention in 2017 by Palm Tran staff. Maruti issued explicit instructions to the regional and local staff that this practices was to stop immediately and that under no circumstances used part were to be used.

The OIG includes in its report an excerpt of the Contractor Responsibilities in which the OIG is claiming that in accordance with the contract Maruti violated the contract by not using Original Equipment Manufacturer (OEM) parts. If you read the relevant section of the contract it states **"Vehicles parts must be Original Equipment Manufacturer (OEM) parts, as available."** The key part is "as available". Maruti believes that the contract does not prohibit the use of rebuilt parts.

Due to long lead times, it is a common practice in the industry that rebuilt units are used in order to ensure that vital services are uninterrupted because we are waiting on a new/ OEM starter from the manufacturer. As stated earlier, this is a common practice in the industry and a common practice by all three Palm Tran contractors. But only Maruti is was cited for the practice.

At no time did this discrepancy endanger Palm Tran property or the public. As a matter of fact, this practice allowed Maruti to provide essential services to clients needing transportation to medical services and provide access to quality of life opportunities.



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Maruti cured this issue to the satisfaction of Palm Tran staff and no other occurrences were identified by Palm Tran staff for the duration of the contract.

Background

Preventive Maintenance is essential to every effective maintenance program as it helps to ensure maximum vehicle reliability, safety, and longevity. It entails performing regularly scheduled maintenance procedures in order to minimize malfunctions, rather than simply making repairs when something goes wrong. It also involves performing necessary repairs promptly to prevent further damage and maintain vehicle safety. While PM may be more expensive in the short run, it will likely result in the lowest overall life cycle costs when all vehicle related expenses are considered.

Before taking delivery of a new vehicle each operating location develops a comprehensive preventive maintenance program tailored to the specific make and model of the vehicles.

Maruti created and submitted a comprehensive maintenance and preventive plan for the Palm Beach contract. Maintenance and local staff were trained in accordance with the plans and were required to strictly adhere to the procedures contained in the plan. In addition, Maruti developed a comprehensive auditing program to ensure that the maintenance program was being followed.

Operating Procedures/ Processes

Maruti's policy is to use Original Equipment Manufacturer (OEM) parts as a first choice for repair of vehicles. OEM parts are those that originate directly from the manufacturer of your equipment and are identical to the products or parts you're replacing. OEM products are new and are created with the same materials and consideration the original parts were.

Based on local conditions such as OEM parts availability and delivery lead times, there are times that aftermarket parts must be used in order mitigate service disruptions.

Aftermarket parts are built as an option for vehicle repairs. The option can be for better warranty, better quality, less expensive, or sometimes simply because it's available while the dealership is out of stock or backordered on the part.

Because there are many more aftermarket parts suppliers and stores than car dealerships, you can expect that the part you seek will be available from at least one of them. A dealership is limited on how much stock they can carry, and how much of a high-demand part the auto maker will allot each parts department. An aftermarket parts supplier isn't limited in the same way, so often the high-demand part the dealership is out of stock on will be on the shelf at an aftermarket parts supplier.

In some cases, like suspension parts, an aftermarket part supplier will carry options the dealership parts department won't have. For example, many original equipment front end components like ball joints don't come equipped with grease nipples, where most aftermarket options do. Dealership parts

departments don't often have a strut and spring assembly available, and the components have to be purchased individually, resulting in a higher parts cost and higher labor cost and longer downtime of the vehicles.

Whether it's a mechanical problem or an accident, vehicle downtime is a fact of life for a transit operation. But, vehicles out of service can mean workforce off the road, an impact on productivity and potentially degradation of services. In a paratransit service this could mean that clients can potentially be denied access to medical attention.

Maruti's priority is to provide safe and reliable transportation services utilizing vehicles that are clean, safe and in good mechanical conditions. Maruti will never sacrifice safety or customer service in order to achieve a profit margin.

OIG Examination of Maruti Records

OIG identified 16 documents, seven which were work orders that showed that used parts were used on the repair.

The OIG submitted excerpts of emails from Mr. Odimgbe, Mr. Ambrose, the local general manager discussing using a tire pressure sensor from a disabled vehicle in order to provide services.

This practice is discouraged by Maruti, but this is a common practice in the industry. As stated previously, the priority of Maruti and Palm Tran is to ensure that riders of the paratransit services have access to medical appointments and other quality of life trips. Downing a vehicle because of a tire sensor would hurt those elderly and disabled individuals that need the services in Palm Beach County.

The OIG also cites emails between Mr. Ambrose and Mr. Odimgbe discussion a purchase of a transmission apparently Mr. Ambrose found a much needed transmission at a truck parts salvage parts dealer. It is our understanding the transmission was rebuilt and carried a 30 month warrantee.

Mr. Parikh concedes that she approve a purchase of a transmission, but denies that she was made aware that this transmission was from a junk yard. She would have denied the purchase if Mr. Odimgbe would have been more forthcoming with Ms. Parikh on the details of the purchase. Based on Maruti's internal investigation of this incident, we have found that this was an isolated event and is not consistent with Maruti's established policies and procedures.

OIG Interviews

Mr. Carnes Masse- Mechanic

Mr. Masse told the OIG that he would on occasion install used parts when doing repairs. In addition, Mr. Masse claim that Maruti was cleaning oil filters for reuse and installed used tires and brake calipers. Maruti believes that Mr. Masse is overstating the frequency in which used parts were used. Maruti corporate staff had never been aware that mechanics were cleaning oil filters and reinstalling in vehicles. This is a practice that is prohibited by Maruti corporate staff. Maruti has issues with this

statement because we had agreements with local vendors to supply parts as needed. Maruti has never denied a purchase order for needed oil filters or any parts and tires.

Mr. Nelson Louis- Mechanic

Mr. Nelson stated that on a couple of occasions he installed used tires on a vehicle. Mr. Nelson’s statement does not support Mr. Masse’s claims that this practice happened “a lot”. In addition, Mr. Nelson does not make any claims that used recycled parts were used.

Maruti’s position is that it entered into contracts with local tire vendors and was not aware that local staff installed used tires and we do not know the circumstances in which the local management would direct and approve of such action. Regional and Local staff were trained and where aware of the procedures and this practice is strictly prohibited.

Mr. Fred Rubenstein- General Manager

Maruti has serious issues with Mr. Rubenstein’s statement to the OIG. Maruti has already provided enough evidence that he provide false statements to the OIG and we have provided his motivation for providing false statements. This particular statement in regards to utilizing used parts is filled with inconsistencies and with manipulation of the facts.

Mr. Rubenstein states that there was no parts room, this a half truth. Yes Maruti did not have an enclosed room designated for parts, but there was an area with shelving that parts were held. Mr. Rubenstein was aware that Maruti had transitioned to an “on-time” parts supply methodology, in which local vendors were engaged to provide parts as needed. These vendors knew the parts regularly needed and they would stock the parts in their location. Maruti staff were to order parts as needed versus having a large inventory of parts just sitting on a shelf.

Mr. Rubenstein claims that he knew that Maruti was supposed to have two weeks of supplies on hand and that he also was aware that per the contract Maruti was required to use OEM parts only. Mr. Rubenstein first asked for a copy of the contract in late 2017, when Palm Tran confronted Maruti with several deficiencies it had noted. So his claim of knowing the content of the contract prior to this time frame is false. He claims that he raised concerns that Maruti was making repairs with used parts is false and without a supporting evidence to the validity of his claim. If used parts were installed it was with his knowledge and approval. As he claims, Maruti later took away his responsibility to approve purchases because of the practices the local team engaged without approval from corporate staff.

Mr. Rubenstein’s claims are consistent with his other false statements that clearly indicate a push to avoid responsibility for the mismanagement of the maintenance functions away from him and cast the blame on corporate staff. This is the pattern with all Mr. Rubenstein’s OIG statements.

Shacoya Key- Utility Worker

Ms. Key claims that Maruti’s President, Mr. Parikh and Ms. Martin instructed maintenance staff to do whatever they needed to do to keep the buses on the road. Ms. Key is correct, maintenance staff were told make the repairs needed on a timely manner in order to provide the required service. At no time

did corporate staff tell of direct maintenance staff to circumvent the processes or put buses on the road that were unsafe.

Robert Finke- Former General Manager

Mr. Finke stated that he had problems with management getting parts and supplies. As with all companies, problems arise with its subcontractors or suppliers. Maruti concedes that from time to time delays occurred in getting parts because of negotiating terms with a new supplier. As Mr. Finke stated he was approved to use fare collected to expedite the purchase of parts at a local vendor.

Maruti wants to make clear that the fares collected were part of Maruti’s revenue and the total amount of fare generated by the Palm Tran Trapeze system was deducted from the weekly invoice.

Charles Odimgbe- VP

Mr. Odimgbe stated that he was aware of purchases of non-OEM parts, he further states that non-OEM parts were purchased when OEM parts were no available on time, as stated in the contract **“Vehicles parts must be Original Equipment Manufacturer (OEM) parts, as available.”**

Mr. Odimgbe states that he authorized the purchase of used parts for specialized parts and based on the situation.

Conclusion.

Maruti concedes that maintenance staff in some occasions resorted to use aftermarket parts. Maruti believes that the contract does not prohibit the use of rebuilt parts or aftermarket parts as long as they meet the OEM specifications.

The OIG’s claim that Maruti violated the contract by not using Original Equipment Manufacturer (OEM) parts is being interpreted incorrectly. The contract states that **“Vehicles parts must be Original Equipment Manufacturer (OEM) parts, as available.”** The key part is **“as available”**.

Palm Tran staff held a meeting with Maruti in 2017 and informed Maruti that it was out of compliance with the contract because Maruti was using non-OEM parts. Maruti did not realize that it was in violation of the contract because the language does not prohibit it and because this is a common practice in the industry that rebuilt units are aftermarket parts are used in order to ensure there is no disruption of services due to waiting for dealers to provide OEM parts. All three Palm Tran contractors conducted business in the same manner. But only Maruti was cited for the practice.

In order, to comply with Palm Tran staff request, Maruti issued explicit instructions to the regional and local staff that this practices was to stop immediately and that under no circumstances rebuilt or non-OEM parts were to be used.

Maruti cured this finding to the satisfaction of Palm Tran staff and no other occurrences were identified by Palm Tran staff for the duration of the contract.

Allegation (5): Maruti staff placed in service vehicles needing repair and altered and/ or disabled Palm Tran paratransit vehicles safety equipment, in violation of the Contract

Response:

Maruti became aware that maintenance personnel was having issues with the interlock black box in late 2016. Mr. Ambrose the maintenance manager contacted Alliance Bus Group, the manufacture of the vehicles and requested that a technician would be dispatched to diagnose the problem. In June 2017, corporate staff was made aware that the black boxes were rewired in order to bypass the system. Palm Tran staff were notified immediately and vehicles were taken out of service.

At no time has Maruti attempted to operate vehicles that were unsafe and a hazard to public safety. In fact, it was quite the opposite. Palm Tran cites several emails from Maruti General Manager Fred Rubenstein. These emails prove that Maruti acted with great professionalism and a deep sense of responsibility to restore the fleet to full compliance.

The unauthorized modifications made to the equipment was brought forward by Maruti. Our intent in self reporting was based on our desire to ensure contract compliance and clearly demonstrates our integrity and transparency. To suggest that Maruti knowingly and willfully disregarded all contract requirements and operated unsafe vehicles is without merit and is not supported by any credible evidence.

Background

Palm Tran purchased vehicles for the paratransit system contract. The vehicles were purchased with an interlock black box system. This system is connected at the rear emergency door and acts as a safety feature that if the rear door is unlocked the vehicle will not start.

Mr. Ambrose- Maintenance Manager started to see that there were issues with the black boxes and he requested assistance from the bus manufacture

In June 2017, Mr. Rubenstein made corporate staff aware that Mr. Ambrose rewired black boxes in order to bypass the safety feature that would not allow the bus to start. Mr. Ambrose stated that he had made modifications on 9 vehicles.

Palm Tran staff were notified immediately and vehicles were taken out of service.

Maruti swiftly engaged in correcting the problem, vehicles were taken to All Star, a local Palm Tran approved maintenance shop.

Maruti ensured that not only the 9 vehicles identified by staff were corrected, but engaged All Star to inspect all remaining vehicle to ensure no other modifications were made.

Mr. Ambrose was terminated for making unauthorized modifications to the vehicles.

Operating Procedures/ Processes

Preventive Maintenance is essential to every effective maintenance program as it helps to ensure maximum vehicle reliability, safety, and longevity. It entails performing regularly scheduled maintenance procedures in order to minimize malfunctions, rather than simply making repairs when something goes wrong. It also involves performing necessary repairs promptly to prevent further damage and maintain vehicle safety.

Maruti's Vehicle Maintenance Goals:

- Safety "first" in all actions concerning maintenance
- Maintain vehicles, at a minimum, in accordance with their manufactures maintenance guidelines for service
- Ensure each vehicle is operating at peak efficiency - maximize vehicle life
- Manage Preventive Maintenance and repair activities to promote the reliability of the service by minimizing service interruptions due to vehicle or equipment failure
- No loss of accessibility due to equipment failure
- Maintain vehicle exterior and interior appearance in a clean condition
- Maintain a readily accessible system of permanent vehicle maintenance records

OIG Examination of Maruti Records

The emails presented by the OIG supports Maruti's position that modification and alterations were made by and under the direction of Mr. Ambrose- maintenance Manager and Maruti did not become aware until the issue was discovered during an inspection by a third party.

Mr. Ambrose alerted the bus manufacture of issues with the black box in late 2016. He requested assistance from the manufacture to resolve the problem, by February 2017 the issue was still unresolved and Mr. Ambrose elevated the concern to the local and regional staff. Mr. Ambrose also sought assistance with Palm Tran staff at this time.

On June 19, 2017, Mr. Rubenstein emailed Mr. Martin to inform her that Mr. Ambrose had rewired the black boxes on the vehicles. What is concerning about Mr. Rubenstein's letter is that he stated that **"Rock gave his word that no other vehicles assigned to Maruti was gimmicked"**. How long did Mr. Rubenstein know about this situation and why did it take so long to elevate to corporate staff?

Mr. Rubenstein also informed corporate staff that Mr. Ambrose had directed Mr. Louis to perform the alterations.

On July 11, 2017, Mr. Ambrose emailed corporate staff where he writes "Here is the list of vehicles with Black box problem. Can we please keep this in house" This email was in reference to the directive to provide a list of all the vehicles that had been modified so that Maruti could send the vehicles to be corrected. Mr. Ambrose preferred not to make the list known to Palm Tran, but Maruti provided the list to Palm Tran staff.

In none of the emails presented by the OIG can you find any evidence or hint that Maruti corporate staff knew of the modifications or directed the modifications to be made. In the contrary, Maruti took action to identify the extent of the issue and inform Palm Tran of the situation.

OIG Interviews

Charlie Boettiger- Palm Tran Manager

Maruti agrees that “Maruti never requested, nor received consent to make alterations to Palm Tran vehicles throughout the contract period.”

Rock Ambrose- Maintenance Manager

Mr. Ambrose stated that after several attempts to get the interlock system repaired under warranty, he was forced to “work around” the problem. Mr. Ambrose provide an explanation as to why he made the alterations. He claimed that he was under great pressure to keep the vehicles on the road. Mr. Ambrose took it upon himself to make the alterations to correct a defect in the system.

Mr. Ambrose does not make any claim that anyone directed him to make the alterations. We understand that Mr. Ambrose did not have malicious intent, he was trying to ensure that the company would not lose money. As noble as his intent might have been, it was inexcusable and could have had extreme consequences.

Mr. Ambrose was terminated for his actions.

Fred Rubenstein- General Manager

Once again we find that the statement made to the OIG by Mr. Rubenstein are incredulous and without supporting evidence. Mr. Rubenstein claims that Mr. Ambrose told him that he did the alterations on the direction of Ms. Parikh. This statement is not corroborated by any statement from any other individual interviewed, as a matter of fact Mr. Ambrose did not make this claim in his interview.

Mr. Rubenstein also made an even more serious allegation that Palm Tran riders were hurt because of the ramps devices and lack of proper shock absorbers, and that riders had to be transported to the hospital by ambulance. The OIG examined records and asked Palm Tran staff about the claims and found that there is no record of such allegations. Mr. Rubenstein could not produce any documentation to support his allegations. Once again, Mr. Rubenstein gave a false statement to the OIG and is consistent with all the other false statement Mr. Rubenstein provided to the OIG during the course of this investigation.

Shacoya Key- Utility Worker

Ms. Key claims that on one occasion, a bus would not move because of a malfunctioning black box. She states that she called Mr. Ambrose, who instructed her on how to work around the system. Maruti believe that this statement is false. To be able to apply a work around, Ms. Key would have had to take a panel apart and cut the correct wires and splice them in the correct sequence. We do not believe that Mr. Ambrose would have had Ms. Key perform this alteration.

Conclusion

The OIG concluded that Maruti maintenance staff, at the direction and with the knowledge of Maruti management, made modifications and alterations to vehicles.

If you eliminate the statements from Mr. Rubenstein and Ms. Key, which have been proven to be false. There is no evidence or corroborating statements that support the OIG's claim that Maruti's directed and had knowledge of the modifications and alterations.

Maruti Fleet & Management never authorized or tolerated modifications, bypasses, etc., to safety features on buses operated for Palm Tran. It is a matter of record that when the Black Box and Wheelchair bypasses were discovered, Maruti acted swiftly to notify Palm Tran and restore the buses to Palm Tran, FDOT, etc., specifications. Since that time, all Palm Beach County owned vehicles were maintained accordingly.

Palm Tran is keenly aware that these unauthorized modifications were made by rogue employee. Maruti acted with due diligence and terminated that employee.

Black Box

The Black Box campaign unearthed a manufacturer's defect to connecting wiring harnesses. These harnesses, in addition to safety-checks of black boxes, were replaced by Maruti's expense. The campaign was completed and all vehicles were inspected and fixed as needed.

As stated previously, Maruti acknowledges that modification were made to the black boxes. Maruti developed a schedule to cure any defective boxes and engaged All Star as requested by Palm Tran staff to inspect and repair any deficient vehicle.

Maruti made arrangements with All Star to repair two vehicles per day. The original 9 vehicles identified as tampered were corrected immediately.

During the repairs All Stars found a secondary defect that was not related to the tampering and as a matter of fact, most likely the reason for the modification needing to be made.

Maruti agreed in the November 15, 2017 meeting that in addition to the 9 vehicles originally identified as tampered to have All Star inspect all vehicles. All Star inspected all 32 vehicles.

Maruti believes that it has demonstrated that it takes these matters seriously and has complied with Palm Tran's request.

Wheelchair Lifts

In an expensive manifestation of good faith, Maruti agreed to and, in fact, did, employ Atlantic Bus of Pompano Beach, FL (a certified Ricon dealer) to inspect and make-perfect all Ricon wheelchair lifts. Maruti then employed Atlantic to perform a second inspection of all lifts and remedied any found outside normal parameters.

Maruti prepared and submitted a binder with invoices corroborating Maruti's claim that the work had been completed. Palm Tran staff certified that the correction directed by Palm Tran were completed to the satisfaction of Palm Tran.

Allegation (6): Maruti employees assigned exclusively to the PTC Contract worked on non-PTC projects, in violation of the Contract.

Response:

Maruti acknowledges that it used Mr. Ambrose to assist with repairs of Hollywood Trolleys during emergencies and this practice only went on in 2017, because the facility contracted to provide maintenance of the trolleys in Hollywood was not being responsive.. Maruti tried to make sure that the use of Mr. Ambrose would not affect the Palm Tran operation. Maruti does not believe that the use of Mr. Ambrose degraded or disrupted operations in Palm Beach.

Maruti work diligently to secure a reliable maintenance facility in Hollywood. Once an agreement was reached Maruti stopped the practice. There was no material adverse impact to Palm Tran.

Operating Procedures/ Processes

Maruti concedes that the presented emails are a true representation of the very few times that this processes was used. As stated in our response, Maruti only used Mr. Ambrose in cases of emergency. As indicated in the email chain of May 25, 2017. Hollywood was expecting a large number of visitors on the weekend due to the holiday season and Maruti was confronted with all three trolleys being down. The decision to use Mr. Ambrose was under great pressure to provide service to the community and not because of trying to save money.

OIG Interviews

Maruti does not contest the statements presented by individuals interviewed by the OIG. We believe some are overstated but the fact is that Mr. Ambrose was used in Hollywood, FL on occasions.

Conclusion:

Maruti took responsibility for its actions. Maruti secured a local maintenance shop to provide maintenance services for the Trolleys in Hollywood. Maruti stopped using Mr. Ambrose to perform maintenance in Hollywood, Florida. There was no material adverse impact to Palm Tran.



Final Conclusions

Maruti Fleet & Management, LLC understood its obligations under contract 14-041/SC. Maruti is an experienced transportation provider who is committed to our clients and the community we serve since inception of each contract.

Maruti understands that we fall short on occasions as all providers do, but when the deficiency were noted we made the adjustments to ensure compliance. This is evident in the actions Maruti took related to the allegations contained in the OIG's report.

Maruti has always been forthcoming and transparent in its communication with Palm Tran staff as it relates to issues discovered by Maruti or Palm Tran. Maruti has displayed a great level of integrity by not sweeping items under the rug or concealing issues.

The OIG's areas of investigation was concentrated in six allegations. Maruti has summarized each allegation below:

Palm Tran was made aware that Maruti's maintenance software was hacked by an individual and the database wiped-out. In the November 15, 2017, Maruti informed Palm Tran that hardcopies of the files were kept for redundancy. Maruti made those files available for Palm Tran review. **Deficiency Cured**

During the 2018 vehicle insurance renewal, Maruti identified several vehicles that would be out of service for an extended period due to major repairs. Maruti insured removed full coverage insurance and kept the liability coverage because the vehicles would not be used in revenue service.

Palm Tran staff notified Maruti that based on the RFP and contract requirements that those vehicles were required the full insurance at the maximum level identified in the contract. Maruti complied within 24 hours and provided evidence of the additional coverage. **Deficiency Cured**

Palm Tran completed its review of the Maruti's maintenance files on December 28, 2017, after several request Palm Tran provided a copy of the findings in March 2018. Based on the deficiencies noted in the review Maruti completed an extensive review to address each issue. Maruti completed the review and made all file available to Palm Tran staff prior to the April 1, 2018 deadline. **Deficiency Cured**

Palm Tran staff informed Maruti in the November 15, 2017 meeting that usage of non-OEM parts was prohibited by the contract. Maruti reviewed the prior part procurement practices of maintenance staff and prohibited the use of non-OEM parts.

Palm Tran staff claimed that Maruti did not have sufficient supplies on hand- Palm Tran's unilateral conclusion that "Maruti does not have sufficient inventory [parts]" is without credibility. Maruti purchases parts as needed. Maruti was using several suppliers and have never experienced serious delays when placing orders. **Deficiency Cured**



DO IT RIGHT...DO IT SAFE

Maruti Fleet & Management never authorized nor tolerated modifications, bypasses, etc., to safety features on buses Maruti operate for Palm Tran. It is a matter of record that when the Black Box and Wheelchair bypasses were discovered, Maruti acted swiftly to notify Palm Tran and restore the buses to Palm Tran, FDOT, etc., specifications. All Palm Beach County owned vehicles have been maintained accordingly.

Palm Tran is keenly aware that these unauthorized modifications were made by a rogue employee. Maruti acted with due diligence and terminated that employee. At no time has Maruti attempted to operate vehicles that were unsafe and a hazard to public safety. **Deficiency Cured**

Maruti admits that it used the services of the maintenance manager assigned to the Palm Tran to assist in repair Trolleys assigned to a different contract. This practice was limited to special occasions and emergencies. Services in Palm Tran did not suffer because of this practice. Maruti secured a reliable local maintenance shop to conduct maintenance of the Trolleys and discontinued the use of the maintenance manager on other projects. **Deficiency Cured**

All six deficiencies noted in the OIG report were cured in a timely manner to the satisfaction of Palm Tran staff (**See Exhibit 17**). Only with the interjection of statements that were gathered during interviews with former employees which are not corroborated, misleading, inaccurate, and in most cases outright false statements was the OIG able reach its conclusions.

Maruti strongly disagrees with the recommendations laid out in the Draft Investigation Report. The OIG states that it found sufficient information in totality that warrant referral of this report to Palm Beach County for a determination of whether the initiation of suspension or debarment proceedings against Maruti is appropriate.

Maruti is concerned that the OIG reached such a recommendation based on statements that it thought to be true. Maruti has been able demonstrate that false statements were given to the OIG and Maruti has been able to debunk and point out contradiction of statements by other interviewees and inconsistent and contradictory statements. We believe that if the OIG would have known of the credibility issues and false statements it would have reached a different conclusion.

At best this would be considered a “He said...She said” case. Without the statements not one shred of undisputable evidence has been produced to support the notion that Maruti management knowingly and willfully disregarded all contract requirements and directed Maruti staff to provide unsafe services and falsify records or “cut” corners in order to pad profits or save money.

Maruti believes that Palm Tran staff compiled a number of outdated, previously discussed, corrected, over stated, and in some cases misleading items in order to “pile” up a number of infractions in order to secure a termination of Maruti’s contract. Palm Tran understood that the infractions individually would not advance their goal.

Maruti has never been charged with a crime or had a civil judgment rendered in connection with this or any other contract. Maruti has not been found to have committed fraud or a criminal offense in

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connection with this contract or has been found to have committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice. Maruti was not terminated for cause by Palm Tran but by mutual agreement.

Maruti believes that referral to Palm Beach County, FDOT and FTA is not warranted and excessive. Maruti cured all deficiencies to the satisfaction of Palm Tran, No harm ever came as a result of the deficiencies and Maruti agreed to a voluntary separation/ termination agreement. Referral and further escalation of this matter does not serve any purpose other to discredit Maruti.

Maruti Fleet & Management, LLC respectfully request that the OIG strike all statements that have been proven to be false, not corroborated by supporting evidence, misleading, inaccurate or have been debunk by conflicting statements. In addition, Maruti request that the OIG strike its recommendation to refer the report to Palm Beach County, FDOT or U.S Department of Transportation. Finally Maruti request that it clarifies that the statement that Palm Tran cancelled the contract. The termination was a mutually agreed measure as stated in the termination agreement.



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Exhibit 1



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March 22, 2018

Mr. Clinton Forbes
Palm Tran Public Transportation
3201 Electronics Way
West Palm Beach, FL 33407

Re: Summary of Safety and Contract Infractions

Mr. Forbes,

On November 15, 2017, Maruti and Palm Tran held a meeting to discuss a submitted proposal from Maruti seeking partial relief of contracted revenue service hours. During the meeting Palm Tran staff took the opportunity to confront Maruti with a series of items that they claimed were deficiencies dealing with safety and other contract deficiencies. Maruti had an opportunity to repudiate most alleged deficiencies and provided verification that most items had been corrected previously, which Palm Tran staff confirmed.

Maruti agreed to cure any outstanding issues and provide Palm Tran staff with updates on completion. Maruti developed a corrective action plan and has worked diligently to ensure all items agreed upon are corrected.

On March 7, 2018, Maruti met with Palm Tran staff as a follow-up to the submitted proposal. Mr. Forbes informed Maruti that after discussion with staff, Palm Tran would provide Maruti with an official counter proposal to Maruti under one condition. At this time Maruti was handed a letter that serves as a demand to cure deficiencies which alleges that Maruti has not corrected the items identified on the November 15, 2017 meeting. As evidence, staff cited a document entitled "Summary of Safety and Contract Infractions", which is the same issues that were discussed in the November meeting, but conveniently updated with additional outdated issues.

Maruti is committed to this project and understands its obligation under the contractual agreement with the County. We understand that we have fallen short on occasions as all providers do, but when the deficiency has been noted we have made the adjustments to ensure compliance. So it's a disheartening to read the document provided and realize that Palm Tran staff has proposed to terminate Maruti's contract.

This letter addresses the deficiencies noted in your letter dated March 7, 2018, and provides a comprehensive correction plan in order to comply with the demand to

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cure the deficiencies noted in the document titled "Summary of Safety and Contract Infractions".

The above notwithstanding and out of an over-abundance of prudence, Maruti now addresses noted infractions from the document provided. Palm Tran structured its arguments and itemized its points as follows: (1) Introduction, (2) E-Verify (3) Required Managerial Positions, (4) Paratransit Vehicle Maintenance Program, and (5) Timely Submittal of Required Paperwork.

Maruti will also address the two items labeled (6) Update- Existing Issues, and New Issues and provide status and completion schedule. We address each of these items, below:

1. Introduction

In the introduction of the document staff states that "This report summarizes the many areas of concerns, specific to Maruti Fleet & Management, LLC, Palm Beach County Operations that the oversight staff for Palm Tran Connection has identified since the first day of service".

It is a undisputed fact that at the beginning of this contract Maruti was the only service operator to make 100% pull out for several weeks after the official service start date, as matter of fact Maruti assisted Palm Tran in picking up additional routes vacated by the other two service providers in order to minimize service disruptions. Since this time Maruti has consistently outperformed the other two providers in the category of on-time performance and productivity. Maruti has come to the rescue of Palm Tran in several occasions to assist in performing weekend routes, when the other services providers have been incapable of performing the routes based on manpower shortages. Maruti agreed to assist without hesitation even when Maruti incurred additional cost because we had to cover the routes on overtime.

As stated earlier, Maruti concedes that we have fallen short on occasions as all providers do, but Maruti has been transparent and has worked to cure deficiency noted by Palm Tran staff.

2. E-Verify

We don't understand the rational for including this item on the list of deficiencies, other than to attempt to demonstrate or collaborate the statement discussed earlier.

The author admits that the Interim Executive Director did not consider this issue as an infraction.

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3. Required Managerial Positions

Maruti takes pride in placing a first class management team with extensive experience and knowledge of the transit industry and services comparable to those of the client agency. Our selection of staff is based on Maruti’s knowledge of the area and the customers it serves. After potential candidates were identified based on qualifications, they were given a questioner to ascertain comparability with determined personal traits needed to oversee the management of services.

It is unfortunate, but from time to time changes of personnel are required, in some cases the changes are due to an individual electing to seek other opportunities, in other cases staff is not performing to the high standards set by Maruti and a change is warranted.

PTC staff states that Maruti has experienced an unacceptable level of turnover. At no time has there been a gap in the general manager or maintenance manager positions and we disagree that any of the changes noted have had any effect on the performance of service.

4. Paratransit Vehicle Maintenance Program

Maruti Fleet & Management, LLC is committed to maintaining a fleet of safe and reliable vehicles for all contracted operations. The policies and procedures outlined in Maruti’s maintenance plan ensures that all assigned vehicles are kept in top operating condition and minimizing out-of-service time by following an in-depth preventive maintenance schedule. Maruti’s Maintenance Plan complies with the RFP and Florida Administration Code 14-90-004.

Maruti’s vehicle maintenance program goals include the following:

- Safety “first” in all actions concerning maintenance;
- Maintain vehicles, at a minimum, in accordance with their manufactures maintenance guidelines for service;
- Ensure each vehicle is operating at peak efficiency - maximize vehicle life;
- Manage Preventive Maintenance and repair activities to promote the reliability of the service by minimizing service interruptions due to vehicle or equipment failure;
- No loss of accessibility due to equipment failure;
- Maintain vehicle exterior and interior appearance in a clean condition;
- Maintain a readily accessible system of permanent vehicle maintenance records.

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Unauthorized Modifications and Remedies

Maruti Fleet & Management never authorized nor tolerated modifications, bypasses, etc., to safety features on buses we operate for PTC. It is a matter of record that when the Black Box and Wheelchair bypasses were discovered, Maruti acted swiftly to notify PTC and restore the buses to PTC, FDOT, etc., specifications. Since that time, all Palm Beach County owned vehicles have been maintained accordingly.

PTC is keenly aware that these unauthorized modifications were made by rogue employee. Maruti acted with due diligence and terminated that employee.

So, too, did this former employee act with malice and vindictiveness to sabotage Maruti's maintenance records database; both hard-copy and computer-stored. So, too, did Maruti move with vigor to modify its storage making it virtually impossible for there to be a reoccurrence. Electronically stored records and hard copies are now secure and cloud-based backup are in play.

At no time has Maruti attempted to operate vehicles that were unsafe and a hazard to public safety. In fact, it was quite the opposite. PTC cites several emails from Maruti General Manager Fred Rubenstein. These emails prove that Maruti acted with great professionalism and a deep sense of responsibility to restore the fleet to full compliance.

Wheelchair Lifts

In an expensive manifestation of good faith, Maruti agreed to and, in fact, did, employ Atlantic Bus of Pompano Beach, FL (a certified Ricon dealer) to inspect and make-perfect all Ricon wheelchair lifts. Presently, Maruti is employing Atlantic to perform a second inspection of all lifts and remedy any found outside normal parameters.

Black Box

The Black Box campaign unearthed a manufacturer's defect to connecting wiring harnesses. These harnesses, in addition to safety-checks of black boxes, are being replaced as needed at Maruti's expense. The campaign is within five units of completion. Delays occurred due to part-order backlogs and a clerical error.

Maintenance Records

PTC is aware that Maruti's maintenance software was hacked by an individual and the database wiped-out. In the November 15, 2017, Maruti informed Palm Tran that hardcopies of the files were kept for redundancy. Maruti made those files available for Palm Tran review.

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Palm Tran completed its review of the files on December 28, 2017, after several request Palm Tran provided a copy of the findings in March 2018. Coincidentally, Maruti received notification of an audit of our maintenance files for April 1, 2018, Maruti can only speculate for the reason for the delay in providing the findings on a timely manner, for sure we understand that we would have failed the audit, further building staff's campaign to terminate Maruti's contract.

Cleaning of Buses

Maruti employs utility workers that clean the buses as describe in the RFP. Maruti management is charged with inspecting vehicles prior to service to ensure that the vehicle is clean prior to service.

Body Damage

PTC makes mention of body damage to several vehicles. Maruti worked side-by-side with PTC to identify all body damage. Maruti retained several area body shops and a campaign to repair all body damage is underway. PTC vehicles are unique. Locating capable body repair facilities is a chore. And Maruti oftentimes must "wait in line" for the shop. PTC agreed that none of the identified body damage posed a safety or operational hazard - - the buses remained in service with PTC's full knowledge.

OEM Parts

As discussed in the November 15, 2017 meeting, Maruti reviewed the prior part procurement practices of maintenance staff and has prohibited the use of non-OEM parts.

Parts Inventory

PTC's unilateral conclusion that "Maruti does not have sufficient inventory [parts]" is without credibility. Maruti purchases parts as needed. We use several suppliers and have never experienced serious delays when placing orders.

5. Timely Submittal of Required Paperwork

Maruti concedes that it has not submitted the insurance renewal as required by Palm Tran. Maruti has changed its renewal process with the insurance broker in order to allow for sufficient time to receive the required certificates and submit to Palm Tran for review.

PTC makes unnecessary and specious allegations about Maruti's alleged failure to pay invoices. The truth is that PTC has zero empirical knowledge of Maruti's transactions nor is it within PTC area of responsibility or authority.

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In regards to the statement that “the ownership of All Star Auto have been victim of Maruti’s failure to pay invoices in a timely manner” and “owner has endured verbal abuse direct from the owner of Maruti”.

Maruti’s owner was on a group call with All Star’s owner and Maruti staff. We wanted to be sure All Star was approved and qualified to perform the necessary maintenance on the black boxes. Maruti’s practice has been to have an initial call with potential vendors to be sure the vendor is qualify to perform the necessary diagnostic.

Since All Star is not one of Maruti’s preferred vendors we had a few concerns. We were referred to All Star from a Palm Tran staff member Charlie Boettiger. All Star asked Maruti to agree to payment terms not traditionally used. The vendor asked Maruti to pay cash for each vehicle once a diagnostic was completed. This request raised a red flag.

Maruti explained to the All Star owner our accounts payable and accounting processes, the owner of All Star became annoyed. At no time was the owner of All Star abused in any way. Maruti and All Star finally agree to proceeded payment with credit cards in advance.

Maruti values all our vendors knowing they play an important role in our day to day operation. As a small company Maruti understands the importance of paying its vendors on a timely manner.

PTC alleges that Maruti fails to timely pay and/or provide for our employees. The fact is that Maruti has the highest employee retention amongst the three providers.

The fact is that Maruti offers the best wage and benefit package. The fact is that Maruti has retrained and rehabilitated several employees versus casting them aside; experienced employees who have rendered meritorious service to PTC clients. And the fact is that Maruti acts expeditiously whenever allegation is proffered against our employees.

6. Update

Existing Issues

Black Box Repair Campaign

As stated previously, Maruti acknowledges that modification were made to the black boxes. Maruti developed a schedule to cure any defective boxes and engaged All Star as requested by PTC staff to inspect and repair any deficient vehicle.

Maruti made arrangements with All Star to repair two vehicles per day. The original 9 vehicles identified as tampered were corrected immediately.



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During the repairs All Stars found a secondary defect that was not related to the tampering and as a matter of fact, most likely the reason for the modification needing to be made.

Maruti agreed in the November 15, 2017 meeting that in addition to the 9 vehicles originally identified as tampered to have All Star inspect all vehicles. To date All Star has inspected 28 out of 32 vehicles. The remaining 4 vehicles are waiting parts for the repair of the factory related defect, not related to the original issue.

Maruti believes that it has demonstrated that it takes these matters seriously and has complied with Palm Tran's request.

Maruti has prepared binder with invoices collaborating Maruti's claim that the work has been completed.

Wheelchair Lift Inspections by certified third party vendor

Maruti has engaged Atlantic Bus of Pompano Beach, FL (a certified Ricon dealer) to inspect and make-perfect all Ricon wheelchair lifts. Presently, Maruti is employing Atlantic to perform a second inspection of all lifts and remedy any found outside normal parameters.

Originally, 8 vehicles were identified as the interlock system being bypassed. Those vehicles were completed in November 2017. Maruti agreed with PTC staff request to conduct an inspection of the entire fleet. As of 3/17/2018 Atlantic Bus has re-inspected all vehicles and made repairs. Atlantic Bus has certified 26 of 32 vehicles and has placed needed parts on order to correct the final 6 vehicles.

Maruti has prepared binder with invoices collaborating Maruti's claim that the work has been completed.

Fleet Maintenance Records

Palm Tran completed its review of the Maruti's maintenance files on December 28, 2017, after several request Palm Tran provided a copy of the findings in March 2018.

Based on the noted deficiencies noted in the review Maruti has completed an extensive review to address each issue.

Maruti is in the process of completing and verifying that all deficiencies noted are addressed. The maintenance file will be ready for review by Palm Tran on April 1, 2018.

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New Issues

Vehicles Still being found with mutilated wiring

PTC staff included in its document an item, which it claims that a wire in the driver side door had been tampered on vehicle 4825. The vehicle was inspected by maintenance staff, which concluded that the wire was worn due to placement and no indication of tampering was found. The item was corrected immediately.

Auto Insurance Shortcomings/ lapse

During the 2018 vehicle insurance renewal, Maruti identified several vehicles that would be out of service for an extended period due to major repairs. Maruti insured those vehicles with general liability because the vehicles would not be used in revenue service.

Palm Tran staff notified Maruti that based on the RFP and contract requirements that those vehicles were required the full insurance at the maximum level identified in the contract. Maruti complied within 24 hours and provided evidence of the additional coverage.

7. Additional Information

In addition to the issues raised in the "Summary of Safety and Contract Infraction" document, Palm Tran included in the letter dated March 7, 2018 the following item:

"Jointly assess and document (with Palm Tran Connection staff) all interior and exterior cosmetic repairs, to include, but not limited to: frayed wires, underbody repairs and air conditioning."

On Saturday March 10, 2018, Palm Tran staff and Maruti conducted inspections on 28 Turtle Top – cutaways and on March 17, 2018 inspections on 17 vans were completed.

Based on the inspections Maruti was provided a list of items to be corrected. In accordance to the letter dated March 7, 2018, Maruti has been given a due date of April 27, 2018 to complete the repairs.

Significant progress has already taken place to correct the items identified.

Conclusion

Maruti Fleet & Management, LLC understands its obligations under contract 14-041/SC. Maruti is an experienced transportation provider who has been committed

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to Palm Tran and the community we serve since inception of this contract.

Today more than ever, there is a tremendous need for quality, cost-effective solutions to ensure transit services are affordable and sustainable for agencies and the taxpayers who underwrite the cost of service delivery. Shrinking budgets coupled with an increase in demand and operating expenses requires that transit agencies look toward more efficient transportation providers that will allow them to create a sustainable future. As your partner, Maruti has provided a high level of service, which is reflected in our record on performance standards. In addition, Maruti has been doing so at the lowest cost of all contractors.

Maruti recognizes the importance of having a detailed vehicle maintenance program to ensure vehicles will be maintained in service ready condition. Vehicles must be clean, mechanically safe, reliable, and all accessories shall be operable. Vehicle operators must conduct pre-trip and post-trip inspections of vehicles daily. Inspections will include exterior checks, interior checks, brake system checks, and wheelchair lift cycling. More specifically, the vehicle operator will complete a daily Driver's Vehicle Report.

Maruti takes full responsibility for its deficiencies related to vehicle maintenance activities. Maruti has made changes to its maintenance program, including the addition of an experienced maintenance manager to ensure full compliance of regulatory and contractual obligations.

In addition, Maruti has taken steps to correct any outstanding issues as described in our response.

Maruti disagrees with staff's recommendation for termination and takes exception to the statement that Maruti continues to "disregard overall safety and maintenance of their operation".

Maruti has been forthcoming and transparent in its communication with Palm Tran staff as it relates to issues discovered by Maruti. This company and the local staff have displayed a great level of integrity by not sweeping items under the rug or concealing issues.

Maruti understands that PTC staff is charged with oversight of services delivery performance and contract compliance. What Maruti has an issue with is when staff, under the guise of conducting contract compliance, compiles a number of outdated, previously discussed, corrected, over stated, and in some cases misleading items in order to substantiate its recommendation for termination.

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If you dissect the "Summary of Safety and Contract Infractions" document you will find that only three (3) outstanding issues exist.

- Repair of Intermatic "Black Box"
- Wheelchair Lift Inspection
- Maintenance Files

In Maruti's response we have provided an update of the efforts to cure each item. To be clear, Maruti corrected the original "Black Box" and Wheelchair Lift Inspection deficiencies, the outstanding portion is based on Palm Tran demand to go above and beyond the original repairs.

In addition, In the letter dated March 7, 2018, Palm Tran states that Maruti is required to correct all issues identified in the "Summary of Safety and Contract Infractions" "with immediate attention to be given to the following:"

"Jointly assess and document (with Palm Tran Connection staff) all interior and exterior cosmetic repairs, to include, but not limited to: frayed wires, underbody repairs and air conditioning."

Palm Tran and Maruti have conducted the jointly inspection of the vehicles and an action plan and timeline for completion has been developed.

I want to reaffirmed Maruti's and my commitment to ensure that we provide quality service to the Palm Tran Connection clients. We stand by our commitment and only ask that for a honest and fair playing field in order for Maruti to successfully execute our responsibilities under this contract.

Respectfully,

Eduardo Carrion
Chief Operating Officer
Maruti Fleet & Management, LLC

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Exhibit 2

Eduardo Carrion <eduardo.carrion@marutitransit.com>

Aug 31, 2018, 12:19 PM ☆ ↶ ⋮

to Clinton *

Mr. Forbes, as you know we have been seeking relief to our financial situation since last year and we have not been able to reach a resolution. We understand and have agreed to correct all issues noted by your staff. We submitted a response to the latest cure notice and have provided documentation that we have been able to complete virtually every item except for three vehicles that are awaiting warranty work at the dealer, those vehicles will be completed by next week.

I must be clear, Maruti's desire is and has always been to continue providing service under this contract, hence the submission of the latest letter. Now that we have reached a point that we have complied with the cure notice we are hopeful we could move to implement the transfer as discussed.

My discussion with you about voluntary termination was prompted by our inability to reach a resolution. I'm not asking for you to stop the process to provide a proposal for this option. Maruti wants to have the ability to weigh all options to make the best decision for our company. Our decision will be based on the ability to reach an agreement on the proposed transfer of runs and your proposal to voluntarily terminate the contract.

I hope this clears any confusion.

Call me anytime to discuss.

Thank You

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Exhibit 3



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August 24, 2018

Palm Tran County
Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199

Re: Term Contract No. 14-014/SC-3

Dear Mrs. Scarlett,

Maruti Fleet and Management, LLC (Maruti) is in receipt of the cure notice dated August 9, 2018 and will comply and correct all deficiencies by the giving deadline of October 9, 2018.

In your cure notice, you state that "as of the date of this notice, Maruti continues to be in violation of the requirements of the contract and Exhibit A, Scope of Work/ Services, to the Contract" and list seven (7) areas of deficiency. Maruti must point out that four of the seven areas noted needing action, were corrected prior to the cure notice and all actions and documented completed work was provided to PTC staff prior to this notice.

Please see below the violations that were outlined on the notice from the Contract Scope of Work/ Services. Maruti has provided a response and status on each area identified to be deficient.

A. 4.6 Vehicle and Vehicle Maintenance – General Requirements

1. 4.6.2 Vehicle Files

Deficiency: Maruti has not properly maintained vehicle maintenance files. Based on a complete review of Maruti's vehicle maintenance files, immediate action is required by Maruti. Vehicle maintenance files are currently not maintained in accordance with the requirements of the contract.

Response: PTC is aware that files in Maruti's maintenance software system were deleted by an individual. In the November 15, 2017, Maruti informed Palm Tran that hardcopies of the files were kept for redundancy. Maruti made those files available for Palm Tran review.

Palm Tran completed its review of the files on December 28, 2017, and provided a copy of the findings in March 2018.

Maruti worked diligently to make corrections without adding or falsifying and documents, Palm Tran staff made copies of the files.

Status: Maruti has ensured that all 2018 maintenance files are in compliance with PTC requirements. In addition, Maruti made changes to its maintenance software in order to ensure that the data is being backed up. Maruti continues to keep electronic and paper copies of work



orders for redundancy. This item was cured February 2018. This item should have not been included in the cure letter dated Aug 9, 2015.

2. 4.6.4 Preventive Maintenance Policies and Procedures

Deficiency: Wheelchair lift periodic maintenance and vehicle cleaning has not been performed.

Response: Maruti engaged Atlantic Bus of Pompano Beach, FL (a certified Ricon dealer) to inspect and make-perfect all Ricon wheelchair lifts. Presently, Atlantic completed a second inspection of all lifts and remedy any lifts found outside normal parameters.

Originally, 8 vehicles were identified as the interlock system being bypassed. Those vehicles were completed in November 2017. Maruti agreed with PTC staff request to conduct an inspection of the entire fleet. As of 3/17/2018 Atlantic Bus has re-inspected all vehicles and made repairs. Atlantic Bus certified all vehicles.

In addition, Maruti mechanics were trained and certified by Atlantic to inspect and repair the wheelchair lifts.

Status: Maruti submitted a binder with invoices collaborating Maruti's claim that the work had been completed. This item was cured April 2018. This item should have not been included in the cure letter dated Aug 9, 2015.

3. 4.6.5 Other Vehicle equipment Maintenance Procedures

Deficiency: Maruti has not been repairing cosmetic damage found on vehicles as a result of accidents and other incidents.

Response: Maruti worked side-by-side with PTC to identify all body damage. Maruti retained several area body shops and a campaign to repair all body damage is underway. PTC vehicles are unique, due to the fiberglass bodies, locating capable body repair facilities is a chore and Maruti oftentimes must "wait in line" for the shop to complete the repairs. PTC agreed that none of the identified body damage posed a safety or operational hazard - - the buses remained in service with PTC's full knowledge.

Status: 28 vehicles with body damage were identified in the March 2018 and Updated April 30 2018- Maruti Vehicle Inspection sheet- Maruti has complete all repairs- Item Cured

4. 4.6.5 Cleanliness

Deficiency: All of the paratransit vehicles assigned to Maruti have not been cleaned and are not being cleaned in accordance with the Contract's requirements as stated, which specifies a daily, weekly, monthly and a seasonal cleaning.

Response: Maruti acknowledges that on several occasions, vehicles have been found to not meet the standards for cleanliness in accordance with the Contract. Maruti disagrees that the failure to ensure the vehicles to be cleaned as required is systemic. Maruti employs utility workers that clean the buses as describe in the RFP. Maruti management is charged with inspecting vehicles prior to service to ensure that the vehicle is clean prior to service. In addition, Maruti developed standard operating procedures to follow to ensure compliance. Maruti has also contracted with third party vendors to complete the deep cleaning and the fumigating as required by the contract.

Status: Maruti has submitted documentation of our vehicle cleaning procedures and invoices as proof that the cleaning by third party vendors has been accomplished. This item was cured June 2018. This item should have not been included in the cure letter dated Aug 9, 2015.

5. Article 16 – Insurance and Section 4.6.2 of the Scope

Deficiency: In February 2018, Palm Tran staff concluded that there had been a lapse in required insurance coverage. The lapse in coverage could have resulted in Palm Beach County declaring Maruti in default of the Contract.

Response: During the 2018 vehicle insurance renewal, Maruti identified several vehicles that would be out of service for an extended period due to major repairs. Maruti insured those vehicles with general liability because the vehicles would not be used in revenue service.

Palm Tran staff notified Maruti that based on the RFP and contract requirements that those vehicles were required the full insurance at the maximum level identified in the contract.

Status: Maruti complied within 24 hours and provided evidence of the additional coverage. This item was cured February 2018. This item should have not been included in the cure letter dated Aug 9, 2015.

B. Article 21 – Liquidated Damages, Section E

Deficiency: Over the twelve (12) month period reflected below, Maruti incurred over \$125,000 in liquidated damages.

Response: Maruti is aware and acknowledges the deficiencies that have occurred that have caused Maruti to exceed the liquidated damages provision of the Contract. Maruti has made changes to its managerial staff and has concentrated its efforts in those areas that have caused the most number of LD's such as, not covering routes and vehicles not available for service due to maintenance issues.

Status: Maruti has completed the majority of repairs identified in the joint vehicle inspection, closer inspections of maintenance activities has been instituted. Maruti has hired and independent third party maintenance shop to complete weekly re-racks of vehicles. Maruti is



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confident that these efforts related to maintenance activities will have a positive impact in vehicle service reliability.

As you aware, hiring, training and retaining qualified drivers has been a challenge not only for Maruti, but all service providers, which has caused us to return routes due to shortages of drivers. Maruti has completed a class of new drivers and is starting a new class this week. We are confident that we currently have enough drivers to cover all assigned routes. Maruti will continue to hire new drivers in order to stay ahead of terminations and resignations and not allow the number of drivers fall below the required levels needed.

C. Attachment A – Maruti Vehicle Inspections, March 2018 and Updated April 30 2018

Deficiency: performance failures that were identified during Palm Tran’s vehicle inspections are still not in compliance with the Contract’s performance requirements.

Response: Maruti takes full responsibility for its deficiencies related to vehicle maintenance activities. Maruti has made changes to its maintenance program to ensure full compliance of regulatory and contractual obligations.

Maruti is committed to maintaining a fleet of safe and reliable vehicles for all contracted operations. The policies and procedures outlined in Maruti’s maintenance plan ensures that all assigned vehicles are kept in top operating condition and minimizing out-of-service time by following an in-depth preventive maintenance schedule. Maruti’s Maintenance Plan complies with the RFP and Florida Administration Code 14-90-004

Status: Maruti has taken steps to correct the deficiencies outlined in the March 2018 and Updated April 30 2018- Maruti Vehicle Inspection. Maruti has included a status of each vehicle repair completed to date. It is worthy to not that all repairs have been completed with the exception of three vehicles that are scheduled for warrantee work at the Dodge dealer.

As PTC is aware based on our communications, completing warrantee work at the dealership is a long process due to lead times. All three vehicles are scheduled for service during the next two weeks and will be completed before the cure notice deadline.

In Maruti’s response we have provided an update of the efforts to cure each item. To be clear, Maruti corrected four out of the seven items included in your letter, prior to the issuance of the cure notice and we believe they should have not been included in the letter. Maruti has included a binder that contains tabs addressing each item listed above in order to prove and reassure staff that each item noted has been completed to the satisfaction of PTC and in compliance with the contract.

Maruti wants to reaffirm our commitment to ensure that we provide quality service to the Palm Tran Connection clients.

If you have any questions do not hesitate to contact me at, eduardo.carrion@marutitransit.com or call 561-383-0995



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Sincerely,

Eduardo Carrion
Chief Operating Officer
Maruti Fleet & Management, LLC

CC: Donna Pagel, Purchasing Manager
Sandy Shea, Senior Buyer
Angela Sims, Purchasing Administrative Project Coordinator
Brenda D'Agostino, Administrative
Clinton Forbes, Executive Director, Palm Tran
Chad Hockman, Senior Manager of Paratransit
Nita Parikh, Owner, Maruti Fleet & Management, LLC.



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Exhibit 4



Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 616-6811
www.pbcfla.com/purchasing

Palm Beach County
Board of County
Commissioners

Mark Bernard, Mayor
Dave Bernier, Vice Mayor
Hal B. Yarbche
Gregg K. Weiss
Robert E. Wenzel
Mary Lou Berger
Melissa McIntyre

County Administrator
Veronica C. Baker

"An Equal Opportunity
Affirmative Action Employer"



July 15, 2019

Sent Via FedEx
(407) 412-5613

Gloria Martin, Chief of Staff & Compliance
Maruti Fleet and Management, LLC
2301 South Division Avenue
Orlando, Florida 32805

RE: **Return of Performance Bond**

Contract No. 14-041-3/SC
Department Contact: Chad Hockman, Senior Manager, Paratransit

Dear Ms. Martin:

Enclosed is the original Performance Bond for the above referenced Contract which was terminated effective March 31, 2019 and according to the using department is not needed at this time.

Performance Bond No. 10017182 in the amount of
Seven Hundred Dollars & no cents
(\$ 700,000.00).

If you have any questions, please call me at 561-616-6808.

Thank you for doing business with Palm Beach County.

Sincerely,

Sandy Shea
Senior Buyer

ss

Enclosure

cc: Chad Hockman, Senior Manager of Paratransit
file

0:WordForms\CONTRACT\Administrative Letters\Memo\PERFBOND-LOC Return.doc



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Exhibit 5



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March 27, 2018

Mr. Clinton Forbes, Executive Director
Palm Tran Public Transportation
3201 Electronics Way
West Palm Beach, FL 33407

Re: Maintenance File Review

Mr. Forbes,

Palm Tran Connection (PTC) staff is aware that Maruti's maintenance software was hacked by an individual and the database wiped-out in August of 2017. In the November 15, 2017, meeting with staff, Maruti informed Palm Tran that hardcopies of the files were kept for redundancy. Maruti made those files available for Palm Tran review.

Maruti utilizes Manager Plus, Maintenance Information System (MIS) to maintain its vehicle history files, perform trend analyses and manage parts inventory (light maintenance items). The System will allow us to develop track maintenance hours, parts used, frequency as well as develop required reports. In addition, Maruti's practice is to retain a hardcopy of all maintenance files for redundancy, also each mechanic maintain a log book in order track work orders completed by each mechanic as a reference mechanism.

Palm Tran completed its review of the files on December 6, 2017, and provided a copy of the findings on March 9, 2018.

The following section provides the steps taken by Maruti to correct, when possible any deficiencies noted in the review conducted by PTC staff.

- 1. Maruti completed the annual update of maintenance files-** at the beginning of each calendar year the maintenance files are purged, previous year work orders and preventive maintenance documentation is removed and place in a separate folder and retained for review as required by the contract.

The files were updated with current insurance certificates and new log sheets were inserted.

- 2. Maruti conducted an Initial review of 2017 files-** based on the review conducted by PTC staff, Maruti conducted an initial review of each file compared to the finding noted by PTC and annotated each folder with the missing items or deficiencies noted.

Maruti Fleet & Management, LLC • 2301 South Division Avenue • Orlando, FL 32805
Office: (407) 412-5613 • Fax: (407) 412-5613 • marutitransit.com

Maruti Fleet & Management, LLC • 2301 South Division Avenue • Orlando, FL 32805
Office: (407) 412-5613 • Fax: (407) 412-5613 • marutitransit.com



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3. **Recovery of missing items-** Maruti conducted an extensive search of the facility to make sure any additional or missing maintenance records were mislabeled or misplaced. No files found.
4. **Maruti is conducting the final review of 2017 files-** after an in depth review of the files, corrections have been made. The correction include:
 - Hardcopy of work order was in place- but the description and quantity form was not completed by mechanic- Mechanics provide evidence based from the mechanic log of the work performed. A form was completed and signed by the mechanic. A memo for record was attached to the form to document that this document was completed after the fact.
 - In cases, that the mechanic that conducted the work is no longer employed by Maruti, a memo was created stating that the file was deleted from the system and no record exists.
 - Maruti included explanation for any gap in the preventive maintenance (PM) schedule. After the discovery of deletion of all computer files, Maruti ensured that the next documented PM was an initial "A" inspection, to start a fresh PM cycle.

Maruti has been very careful in ensuring not to fabricate or add any documents after the fact without proper back-up and clear annotations for the record. PTC staff conducting the review was made aware of the process and they indicated that there was nothing improper with the steps taken by Maruti.

As indicated in our meeting on March 26, Maruti will complete the final review of all folders by April 1, 2018 and will make the files available for review by PTC staff.

Respectfully,

Eduardo Carrion
Chief Operating Officer
Maruti Fleet & Management, LLC

Maruti Fleet & Management, LLC • 2301 South Division Avenue • Orlando, FL 32805
Office: (407) 412-5613 • Fax: (407) 412-5613 • marutitransit.com

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Office: (407) 412-5613 • Fax: (407) 412-5613 • marutitransit.com



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Exhibit 6

Date: February 24, 2015 at 10:50:52 AM EST
Subject: Re: Manager Plus Access
From: Mukhtar Shaikh <mukhtar@69mp.com>
To: Ayan Upadhyay <ayan@marutitransit.net>
Cc: Tapan Parekh <tapan@dotsolutions.co.in>, Amit Kumar <amit.kumar@marutitransit.com>

Hi Ayan

Please find attached the RDP file and also given below is the ID and password. Download the file and run it.

Username: maruti

Password: operations@69

Please remember always after you are done working with it, you have to disconnect after clicking on windows tab on the bottom right hand side which will take you to a different screen and then you can choose to disconnect, do not shutdown just disconnect.

Let me know if you have any issues with this, I have tested, it works fine.

Thanks

Mukhtar

Maruti Fleet & Management, LLC
Office: (407) 412-5613



2301 South Division Avenue
Fax: (407) 412-5613



Orlando, FL 32805
marutitransit.com

Exhibit 7



Gloria Martin <gloria.martin@marutitransit.com>

Maintenance Files

3 messages

Gloria Martin <gloria.martin@marutitransit.com> Tue, Mar 13, 2018 at 10:01 AM
To: fred.rubenstein@marutitransit.com, rovine.quiles@marutitransit.com
Cc: eduardo.carton@marutitransit.com, parth.parkh@marutitransit.com
Bcc: gloria.martin@marutitransit.com

Fred

I hope all is well. Will you have Shacoya gather all 2017 maintenance files. We need to go through each record and have them ready for the audit on April 1st. Palm Tran will be reviewing all these documents. I will pick up three file boxes so we can put them in order easier for auditing purposes. We will store them just like the cabinet but in the box. The cabinet will have 2018 only. We will work on that year next. Actually Jennifer can assist with the current since we have a lot of items not filed and etc. I will get with Jennifer later on that tomorrow. If you would give her heads up that would be great.

Sent from my iPhone

Fred Rubenstein <fred.rubenstein@marutitransit.com> Tue, Mar 13, 2018 at 12:23 PM
To: Gloria Martin <gloria.martin@marutitransit.com>, rovine.quiles@marutitransit.com
Cc: eduardo.carton@marutitransit.com, parth.parkh@marutitransit.com

I have already given the order.

Fred Rubenstein
General Manager
Maruti Fleet & Management, LLC
1501 Hill Avenue - Suite F
Mangonia Park, FL 33407-2233
Office: 561-841-5052
Cellular: 407-867-2296
Fax: 561-841-5056
Email: fred.rubenstein@marutitransit.com
www.marutitransit.com
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Exhibit 8

Maruti Employment Termination – Resignation Form

Please Select One

Voluntary Terminated

Involuntary Termination



(Section 1. Basic Information)

Employee Name: Shacoya Key Social Security Number: XXX-XX-0851
 Position: Utility Worker Phone Number: _____
 Hire Date: 2-16-2016 Termination Date: 11-2-2017
 Employee Address: 341 West 23rd Street
 City: West Palm Beach State: FL Zip: 33404

(Section 2. Site Information)

Office/Location: West Palm Beach
 Supervisor: Fritz Simon Phone: 561-841-5052

(Section 3. Reason of Termination)

Please check the reason for termination

Voluntary Resignation	<input type="checkbox"/> Without notice or reason	<input type="checkbox"/> Problem with Supervisor
	<input type="checkbox"/> Another Job	<input type="checkbox"/> Problem with Co-worker
	<input type="checkbox"/> Relocation	<input type="checkbox"/> Personal Problem
	<input type="checkbox"/> Illness	<input type="checkbox"/> Return to School
	<input type="checkbox"/> Marriage	<input type="checkbox"/> Retirement
	<input type="checkbox"/> Working Conditions	<input type="checkbox"/> Refused Suitable Work
Involuntary Discharge, Misconduct or Layoff	<input type="checkbox"/> Work Schedule	<input type="checkbox"/> L.O.A. - Did not Return
	<input type="checkbox"/> Other	<input type="checkbox"/> Pay
	<input type="checkbox"/> Absenteeism	<input type="checkbox"/> Enlisted in Armed Forces
	<input type="checkbox"/> Insubordination	<input type="checkbox"/> Tardiness
	<input type="checkbox"/> Violation of Rules	<input type="checkbox"/> Unsatisfactory Performance
	<input type="checkbox"/> Lack of Work	<input type="checkbox"/> Refusal to Follow Instruction
<input type="checkbox"/> Intoxicated	<input checked="" type="checkbox"/> Job Eliminated or Changed	
<input type="checkbox"/> Other		

HR Revised May 2014

(Section 4. Details of Termination)

Explain reason given above in detail. See statement attachment

Employee's statement of reason for termination, _____

Is employee eligible for rehire? Yes No is not eligible or only under certain conditions, explain:

By signing below, you accept and understand this separation from Maruti Companies. Any further contact should be made with the Office of Human Resources. Be aware that benefits will be effective until the last day of the month of the employee's reported termination date, not the last day worked. For example, if you enter a last day worked of 5/31, but a termination date of 6/1, benefits will be effective until 6/30 and if the employee has no further wages, you will be responsible for the premiums associated with this coverage.

X _____
Employee

X _____
Manager

X _____
Witness

X Alfonso Manta
Human Resources

<i>For Internal HR Use Only:</i>	Processed Date: _____	Processed Time: _____
Updated in System Software: _____	Updated By: _____	

HR Revised May 2014



November 2, 2017

Shacoya Key
West Palm Beach / Utility Worker

Mrs. Key,

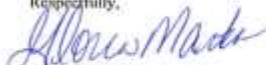
Maruti Fleet & Management, LLC is undergoing a restructuring at some of its location. As part of this major undertaking Maruti is looking to realign all functional areas in a manner in which it will meet the current needs of the company and position ourselves for future growth that is economically feasible.

This letter is to inform you that as part of our evaluation, Maruti has determined that the current duties that you have been assigned to are no longer required.

If you have signed up for any medical coverages they will continue until the last day of the month. Your last payroll check will be distributed as normal. If you need to make any changes to your address, contact number or any information on file please contact the corporate offices. Any further contact should be made with the Human Resource office at 407-412-5613.

Feel free to contact me directly with any questions concerns.

Respectfully,



Gloria Martin
Director of Human Resource

Exhibit 9

Nov. 20, 2017 1:31PM

No. 9957 P. 1



Fighting for the Injured since 1985
**Rosenthal, Levy,
Simon & Ryles**
ATTORNEYS AT LAW

1401 Forum Way, Sixth Floor, West Palm Beach FL 33401-2289
Telephone (561) 478-2500 Facsimile (561) 478-3111

Gerald A. Rosenthal
Board Certified Workers' Compensation Lawyer
Jonathan T. Levy
Board Certified Civil Trial Lawyer
Steven C. Simon
Civil Trial Lawyer
Richard A. Ryles

Marc E. Golden
Alan M. Aronson
Joy E. Greyer
Luis A. Sosa
Ryan M. Reif
Scott J. Dalton
Beian McMahon, of counsel
Richard M. Benrubi, of counsel

FACSIMILE TRANSMITTAL SHEET

Reference: Shacova Key Client #8583-1

To The Attention of: Renee Schisler, Adjuster
Company/Facsimile No.: (603) 422-6919

From: Alan M. Aronson, Esq. No. of Pages Including Cover Sheet: 2 pages

MESSAGE: Please accept this fax as a good faith effort to resolve the following issue(s):

1. The claimant seeks compensability of the injuries sustained to her right knee, left shoulder, and neck as a result of the industrial accident occurring on 11/02/2017.
2. The claimant requests authorization of a primary care physician for treatment of the injuries sustained in the industrial accident which occurred on 11/02/2017.
3. Attorneys' fees and costs.

Fax Operator: Beatrice Greenall

Transmission Date: 11/20/2017

If you do not receive ALL pages indicated, please call our office as soon as possible. The information contained in this transmission is attorney privileged and confidential. It is intended only for the use of the individual named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to our address by US Mail. Thank you.

Nov. 20, 2017 1:31PM

Ms. 9957 P. 2

Fighting for the Injured since 1985



Rosenthal, Levy, Simon & Ryles

ATTORNEYS AT LAW

Gerald A. Rosenthal
Board Certified Member
Compensation Lawyer

Jonathan T. Levy*
Board Certified Civil
Toll Lawyer

Steven C. Simon*
Civil Toll Lawyer

Richard A. Eyles
Civil Toll Lawyer

Alan M. Aronson*
Scott J. Pollock
Marc E. Goldin
Dyan M. Hall*
Luis A. Sosa

Jay E. Green
Board Certified Social Security
Disability Specialist by the
National Board of Social Security

(* Also Admitted to Missouri)
(* Also Admitted to Tennessee)
(* Also Admitted to New York)
(* Also Admitted to North Carolina)

Richard B. Rosenthal
Board Certified Civil Toll Lawyer
Of Counsel

Brian K. McMahon
Of Counsel

Becky W. Zeffe
Of Counsel

West Palm Beach:
1401 Forum Way
Suite 300
West Palm Beach, FL 33411
Phone (561) 478-3500
Toll Free (866) 448-7117
Fax (561) 478-3111

Fort St. Louis:
1600 SW St. Louis Road
Suite 300
Fort St. Louis, FL 34888
Phone (772) 878-3888
Toll Free (877) 878-3888
Fax (772) 878-3888

info@rosenthallevy.com
www.rosenthallevy.com

November 20, 2017

Renee Schuster
P.O. Box 7203
London, KY 40742

RE: Employee: Shacoya Key
Employer: Maruti Fleet & Management, LLC
D/A: 11/02/2017

Dear Ms. Schuster:

Please be advised that claimant requests:

1. The claimant seeks compensability of the injuries sustained to her right knee, left shoulder, and neck as a result of the industrial accident occurring on 11/02/2017.
2. The claimant requests authorization of a primary care physician for treatment of the injuries sustained in the industrial accident which occurred on 11/02/2017.
3. Attorneys' fees and costs.

Please accept this as my good faith effort to resolve this matter. If I do not hear from you within three (3) business days, I will be filing a Petition for Benefits.

Should you have any further questions or concerns, please feel free to contact me.

Sincerely,
Rosenthal, Levy, Simon & Ryles

Alan M. Aronson, Esquire

AMA/bg
#8583-1



Exhibit 10



Gloria Martin <gloria.martin@marutitransit.com>

Maruti COI

Charlie Boettiger <cboettig@pbcgov.org> Wed, Feb 14, 2018 at 3:55 PM
To: Gloria Martin <gloria.martin@marutitransit.com>, "pbc@instracking.com" <pbc@instracking.com>, Chad Hockman <CHockman@pbcgov.org>, Cheryl Cowser <CCowser@pbcgov.org>, Scott Martin <SMartin@pbcgov.org>, "Sean Smith K." <SKSmith@pbcgov.org>
Cc: Eduardo Carrion <eduardo.carrion@marutitransit.com>, Fred Rubenstein <Fred.Rubenstein@marutitransit.com>

All,

The attached COI has been reviewed by staff and has been found to be in compliance with the standards outlined in the contract.

From: Gloria Martin [mailto:gloria.martin@marutitransit.com]
Sent: Wednesday, February 14, 2018 3:10 PM
To: pbc@instracking.com; Charlie Boettiger <cboettig@pbcgov.org>; Chad Hockman <CHockman@pbcgov.org>; Cheryl Cowser <CCowser@pbcgov.org>; Scott Martin <SMartin@pbcgov.org>; Sean Smith K. <SKSmith@pbcgov.org>
Cc: Gloria Martin <gloria.martin@marutitransit.com>; Eduardo Carrion <eduardo.carrion@marutitransit.com>; Fred Rubenstein <Fred.Rubenstein@marutitransit.com>
Subject: Maruti COI

[Quoted text hidden]

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.


 **Maruti COI WPB 2-14-2018.pdf**
465K

Exhibit 11

AGENCY CUSTOMER ID: MARUT-2

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Cobbs Allen		NAMED INSURED Maruti Fleet & Management, LLC Maruti Transit Group, LLC 2301 South Division Street Orlando FL 32805	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

- 2015 Ford E350 1FDWE3FL1FDA00830
- 2015 Ford E350 1FDWE3FL9FDA00834
- 2015 Ford E350 1FDWE3FL7FDA03389
- 2015 Ford E350 1FDWE3FL3FDA03390
- 2015 Ford E350 1FDWE3FL5FDA03391
- 2015 Ford E350 1FDWE3FL7FDA03392
- 2015 Ford E350 1FDWE3FL4FDA03396
- 2015 Ford E350 1FDWE3FL8FDA03398
- 2015 Ford E350 1FDWE3FLXFDA03399
- 2015 Ford E350 1FDWE3FL4FDA03401
- 2015 Ford E350 1FDWE3FL8FDA03402
- 2015 Ford E350 1FDWE3FL8FDA03403
- 2015 Ford E350 1FDWE3FLXFDA03404
- 2015 Ford E350 1FDWE3FL1FDA03405
- 2015 Ford E350 1FDWE3FL3FDA03406
- 2015 Ford E350 1FDWE3FL9FDA03393
- 2015 Ford E350 1FDWE3FL0FDA03394
- 2015 Ford E350 1FDWE3FL5FDA03407
- 2015 Ford E350 1FDWE3FL3FDA00831
- 2015 Ford E350 1FDWE3FL5FDA00832
- 2015 Ford E350 1FDWE3FL8FDA00825
- 2015 Ford E350 1FDWE3FLXFDA00826
- 2015 Ford E350 1FDWE3FL5FDA00829
- 2015 Ford E350 1FDWE3FL7FDA00833
- 2015 Ford E350 1FDWE3FL3FDA00828
- 2015 Ford E350 1FDWE3FL1FDA00827
- 2015 Ford E350 1FDWE3FL6FDA03397 - Liability Only
- 2015 Ford E350 1FDWE3FL2FDA03400
- 2014 Dodge Entrevan SE 2C7WDGGBG0ER478555
- 2014 Dodge Entrevan SE 2C7WDGGBG0ER478556
- 2014 Dodge Entrevan SE 2C7WDGGBG2ER478557
- 2014 Dodge Entrevan SE 2C7WDGGBG0ER478559 - Liability Only
- 2014 Dodge Entrevan SE 2C7WDGGBG2ER478560
- 2014 Dodge Entrevan SE 2C7WDGGBG4ER478561
- 2014 Dodge Entrevan SE 2C7WDGGBG0ER478562 - Liability Only
- 2014 Dodge Entrevan SE 2C7WDGGBGXER478564
- 2014 Dodge Entrevan SE 2C7WDGGBG1ER478565
- 2014 Dodge Entrevan SE 2C7WDGGBG3ER478566 - Liability Only
- 2014 Dodge Entrevan SE 2C7WDGGBG5ER478567
- 2014 Dodge Entrevan SE 2C7WDGGBG7ER478568
- 2014 Dodge Entrevan SE 2C7WDGGBG0ER478569
- 2014 Dodge Entrevan SE 2C7WDGGBG5ER478570
- 2014 Dodge Entrevan SE 2C7WDGGBG7ER478571 - Liability Only
- 2014 Dodge Entrevan SE 2C7WDGGBG0ER478572 - Liability Only
- 2014 Dodge Entrevan SE 2C7WDGGBG0ER478573
- 2015 Ford E350 1FDWE3FL2FDA03395 - Liability Only
- 2015 Ford E350 1FDWE3FL9FDA03409 - Liability Only
- 2014 Dodge Entrevan SE 2C7WDGGBG8ER478563 - Liability Only



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Exhibit 12

Out of Service Vehicles

to Roxine, Stacy, Jennifer, Fritz, GUINEL, will.parker, lashundra.crowder, ramon.wyatt, raymond.soltesz, Nita, me, Gloria, charles.odimgbe, Parth

The following Vehicles are Out of Service until further notice from me in writing. Under NO CIRCUMSTANCES are these vehicles to be driven without my knowledge and consent. With the exception of 4824 and 4840, the keys are locked in my office:

5707

5717

5730

4824 - Can be Used as Road Supervisor (non-revenue) Vehicle - - **DO NOT TRANSPORT PASSENGERS!**

4825

4828

4829

4837

4838

4840 - Can be Used as Road Supervisor Vehicle (non-revenue) - - **DO NOT TRANSPORT PASSENGERS!**

Call me immediately if there are questions.

Fred Rubenstein

General Manager

Maruti Fleet & Management, LLC

Maruti Fleet & Management, LLC
Office: (407) 412-5613

2301 South Division Avenue
Fax: (407) 412-5613

Orlando, FL 32805
marutitransit.com



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Exhibit 13



Gloria Martin <gloria.martin@marutitransit.com>

Maintenance Files

3 messages

Gloria Martin <gloria.martin@marutitransit.com>
To: fred.rubenstein@marutitransit.com, roxine.quiles@marutitransit.com
Cc: eduardo.carton@marutitransit.com, parth.parkh@marutitransit.com
Bcc: gloria.martin@marutitransit.com

Tue, Mar 13, 2018 at 10:01 AM

Fred
I hope all is well. Will you have Shacoya gather all 2017 maintenance files. We need to go through each record and have them ready for the audit on April 1st. Paim Tran will be reviewing all these documents. I will pick up three file boxes so we can put them in order easier for auditing purposes. We will store them just like the cabinet but in the box. The cabinet will have 2018 only. We will work on that year next. Actually Jennifer can assist with the current since we have a lot of items not filed and etc. I will get with Jennifer later on that tomorrow. If you would give her heads up that would be great.

Sent from my iPhone

Fred Rubenstein <fred.rubenstein@marutitransit.com>
To: Gloria Martin <gloria.martin@marutitransit.com>, roxine.quiles@marutitransit.com
Cc: eduardo.carton@marutitransit.com, parth.parkh@marutitransit.com

Tue, Mar 13, 2018 at 12:23 PM

I have already given the order.

Fred Rubenstein
General Manager
Maruti Fleet & Management, LLC
1601 Hill Avenue - Suite F
Mangonia Park, FL 33407-2233
Office: 561-841-8052
Cellular: 407-867-2296
Fax: 561-841-8056
Email: fred.rubenstein@marutitransit.com
www.marutitransit.com
Do it Right . . . Do it Safe

Maruti Fleet & Management, LLC
Office: (407) 412-5613

• 2301 South Division Avenue
• Fax: (407) 412-5613

• Orlando, FL 32805
• marutitransit.com



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Maintenance Files Inbox x



Gloria Martin <gloria.martin@marutitransit.com>
to Fred, me, Fritz, Parth, Gloria

Mar 12, 2018, 4:02 PM ☆ ↶ ⋮

Per Fred, Shacoya and Jennifer will start assisting with the maintenance file correction and or updating. The manager plus system Shacoya will have to show us how to update. But the hard copy file is what I am concerned with and want to make sure that 2018 every item is in the file properly and that we went back and corrected what we could have in 2017 files.

Shacoya work shift will temporally change to 9 am to 5:30 pm or 6 pm depending if she take an hour or thirty minute lunch.

The below is what Stacy compiled from the vehicle inspections on Saturday. It was placed on one word document to be updated as the repairs are done.

Respectfully,

Gloria Martin
Director of Human Resource & Compliance
Maruti Fleet and Management, LLC
Office: 904-387-1477
Office: 561-841-5052
Office: 407-412-5613
Toll free: 866-678-0222
Cell: 904-347-5203
Website: www.marutitransit.com

"Do it Right.....Do it Safe"

Exhibit 14



INSPECTION LOG
PALM BEACH COUNTY OPERATIONS

4837

VEHICLE #

INDEX	DATE	MILEAGE	WORK	INSPECTION TYPE	PERFORMED BY
EXAMPLE	1/1/15	25,436	237	A	AMBOISE, ROCK
1	1/9/15	244			
2	2/27/15	3712		A	Rock, Ambrose
3	3/26/15	7550	45	B	Pankratz, Gene
4	4/9/15	9413	251	Safety	Masse, Carnes
5	5/14/15	12353	331	A	Pankratz, Gene
6	6/12/15	15796	426	B	Masse, Carnes
7	7/23/15	22409	579	C	Masse, Carnes
8	8/14/15	25649	665	A	Pankratz, Gene
9	9/24/15	30918	915	B	Rock, Ambrose
10	11/2/15	35520	1089	A	Masse, Carnes
11	11/9/15	36365	1146	B	Pankratz, Gene
12	12/18/15	41262	1353	A	Louis, Nelson Pierre
13	2/16/16	47693	1508	C	Louis, Nelson Pierre
14	4/2/16	57694	96	A	Masse, Carnes
15	4/2/16			B	Masse, Carnes
16	5/4/16			A	Masse, Carnes
17	5/9/16		100	Annual	
18	6/22/16	63147	304	B	Nelson Pierre-Louis
19	8/14/16	67657	443	A	Nelson Pierre-Louis
20	9/28/16	73079	624	C	Nelson Pierre-Louis
21	11/11/16	77710	824	A	Carnes Masse
22	12/26/16	81501	973	B	Carnes Masse
23					
24					
25					

Maruti Fleet Management, LLC



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Exhibit 15



Maruti Fleet & Management, LLC.



Work Order

WO #: 1947 (TIRE)	MILEAGE: 70530	Status: COMPLETED
Entity Name: Maruti Fleet & Management, LLC.	Budget: OPERATIONS Assigned: Nelson Pierre Louis	Created: 12/28/2017 Duc: 12/28/2017 Completed: 12/28/2017
Priority: 2-Standard		
Work Type: GENERAL REPAIR		

DVIR RELATED: False

WARRANTY: False

ROAD CALL DEFECT: False

Asset ID: 4821 []	Unscheduled	
Parent Asset:	Serial #: 2C7WDGBG9ER476555	Miles
Group: WEST PALM BEACH	Manufacturer: DODGE	Fuel
Category: VEHICLES	Model: CARAVAN	
Type: VAN	Vendor: Napleton Chrysler, Dodge, and RAM	
Status: ACTIVE		

Service Items		Estimated Hours
Service Code	Service Description	

Parts					
Part #	Location	Unit ID	Unit Cost	Quantity	Total Cost
T0012-V (TIRE, VAN 225/65R17)	WAREHOUSE []	EACH	\$65.00	1.00	\$65.00

Labor				
Contact Name	Equipment Used	Hours	Labor Rate	Labor Total

Notes				
Note Type	Service Code	Note	Modified By	Note Date

WORK DETAILS		TECHNICIAN REPLACED DRIVER SIDE REAR TIRE	Administrator	12/28/2017
			Part Total :	\$65.00
			Labor Total :	\$0.00
			TAX :	\$0.00
			Grand Total :	\$65.00

Exhibit 16

Maruti Fleet & Management, LLC • 2301 South Division Avenue • Orlando, FL 32805
 Office: (407) 412-5613 • Fax: (407) 412-5613 • marutitransit.com



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Mechanic Name <i>Nelson</i>	Vehicle # <i>4821</i> <i>70536</i>	Workorder# <i>1947</i>
--------------------------------	---------------------------------------	---------------------------

Qty.	Description	Total Cost	Issued By	Labor Hrs.
1	Tire I replace 1 Driver side rear tire.			
Mechanic's Sign <i>Nelson</i>	Date <i>12/28/17</i>			
Supervisor's Approval	Date			

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Exhibit 17

Eduardo Carrion <eduardo.carrion@marutitransit.com>

Thu, Aug 30, 2018, 10:07 AM

to Samara, Donna, Sandy, Angela, Brenda, Clinton, Chad, Kathy

Ms. Cooper, Maruti has provided an electronic version of the letter hand delivered to Palm Tran, in addition, Maruti hand delivered binders with all the documentation supporting our position as stated in the attached letter.

I am available to discuss this issue at your earliest convenience, if needed.

Thank You



Eduardo Carrion <eduardo.carrion@marutitransit.com>

Tue, Sep 25, 2018, 1:57 PM

to Samara, Donna, Sandy, Angela, Brenda, Clinton, Chad, Kathy

Ms. Cooper, Maruti is providing a final document reporting the status of the cure noticed issued August 9, 2018. Maruti has provided in the attached document the evidence that Maruti has cured all deficiencies noted in the cure letter.

