



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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

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

DONALD L. WOLFE, Director

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

April 5, 2007

IN REPLY PLEASE

REFER TO FILE: **AS-0**

### **NOTICE OF REQUEST FOR STATEMENT OF QUALIFICATIONS FOR CHARTER BUS TRANSPORTATION SERVICES PROGRAM (2007-AN023)**

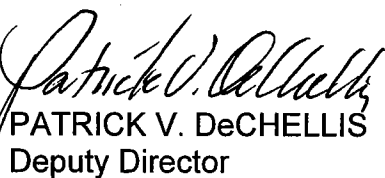
PLEASE TAKE NOTICE that Public Works requests Statement of Qualifications for a contract for the Charter Bus Transportation Services Program (2007-AN023). The total annual amount for this Program is estimated to be \$2,000,000. If not enclosed with this letter, the Request for Statement of Qualifications (RFSQ) with contract specifications, forms, and instructions for preparing and submitting proposals may be requested by accessing this link at <ftp://dpwftp.co.la.ca.us/solicitationdocuments/charterbus.pdf> or from Ms. Melissa Saradpon at (626) 458-4077, Monday through Thursday, 7 a.m. to 5 p.m.

**Minimum Requirement(s):** Proposers must meet all minimum requirements set forth in the RFSQ document, including, but not limited to, having three years' experience providing charter bus transportation services, 90 percent on-time performance, satisfactory California Highway Patrol Terminal Inspection ratings, and a satisfactory controlled substance abuse program.

**The deadline to submit a Statement of Qualifications is Thursday, May 3, 2007, at 5:30 p.m.** Please direct your questions to Ms. Saradpon at the number above.

Very truly yours,

DONALD L. WOLFE  
Director of Public Works

  
PATRICK V. DeCHELLIS  
Deputy Director

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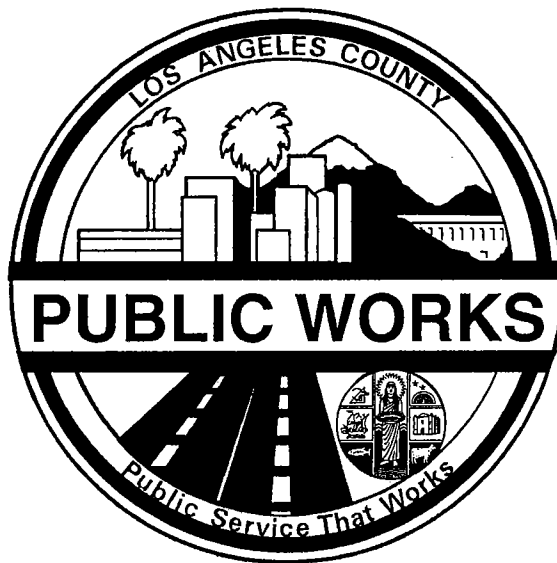
**COUNTY OF LOS ANGELES**

**DEPARTMENT OF PUBLIC WORKS**

**REQUEST FOR STATEMENT OF QUALIFICATIONS**

**FOR**

**CHARTER BUS TRANSPORTATION**  
**SERVICES PROGRAM**  
**(2007-AN023)**



Approved April 5, 2007  
Donald L. Wolfe  
Director of Public Works

By: Patrick V. Delchelly  
Deputy Director

REQUEST FOR STATEMENT OF QUALIFICATIONS  
FOR  
CHARTER BUS TRANSPORTATION SERVICES PROGRAM (2007-AN023)  
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## PART I

### REQUEST FOR STATEMENT OF QUALIFICATIONS

#### SECTION 1

#### INTRODUCTION

A. Proposers' Conference

No Proposers' Conference will be held for this solicitation.

B. Contract Analyst

All contact regarding this Request for Statement of Qualifications (RFSQ) or any matter relating thereto must be in writing and may be mailed, e-mailed, or sent via facsimile to:

County of Los Angeles Department of Public Works  
Administrative Services Division – 9th Floor  
Attention Ms. Melissa Saradpon  
P.O. Box 1460  
Alhambra, California 91802-1460

E-mail: msaradpon@dpw.lacounty.gov  
Telephone: (626) 458-4077  
Facsimile: (626) 458-4194

If it is discovered that a Proposer contacted and received material information from any County personnel, other than the contract analyst named in the Notice of Statement of Qualifications (SOQ) and above, regarding this solicitation, the County, in its sole determination, may disqualify their SOQ from further consideration.

C. Request for Statement Qualifications Requirements and Contract Specifications

1. Persons who wish to contract with the County may respond to this RFSQ by submitting a SOQ in the form described in the following Sections and Attachments. Proposers are instructed to carefully read these Terms, Requirements, Specifications, Conditions, Attachments, and Exhibits.
2. Requirements for SOQ are explained in Part I of this RFSQ.
3. The Contract Specifications are fully described in Part II, Sample Agreement; Exhibit A, Scope of Work; and Exhibit B, Service Contract General Requirements. Proposers are also requested to review Attachment 1, Policy on Doing Business with Small Business;

Attachment 2, Debarred Vendors Report; and Attachment 3, County of Los Angeles Lobbyist Ordinance.

D. Interpretation of Request for Statement of Qualifications

The definitions and other rules of interpretation set forth in Part II, Sample Agreement and Exhibit B, Section 1, Interpretation of Contract, also apply to interpretation of this RFSQ.

E. Vendor Registration

Proposers must register on-line with the County's web-based vendor registration system to facilitate the contract award process. Registration is accessible through the "Doing Business with Us" link on the County's Internet Home Page at [www.lacounty.info](http://www.lacounty.info).

F. Local Small Business Enterprise Preference Program

1. In ranking qualified contractors by price, the County will give preference to businesses that are certified by the County as a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204 of the Los Angeles County Code. Proposers who wish to be considered for this preference should do so by using the Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form (Form PW-9). A Certified Local SBE is a business: 1) certified by the State of California as a small business enterprise; 2) having its principal office currently located in Los Angeles County for a period of at least the past 12 months; and 3) certified by the Office of Affirmative Action Compliance (OAAC) as meeting the requirements with OAAC set forth in 1 and 2 above. Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. The County must verify Local SBE certification prior to applying the preference. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE. Additional information can be found at <http://oaac.lacounty.gov/sbemain.shtml> or by calling (213) 974-0972.
2. Information about the State's small business enterprise certification regulations is contained in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Website at <http://www.pd.dgs.ca.gov/smbus/default>.

G. Greater Avenue for Independence/General Relief Opportunity for Work Program

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services' Greater Avenue for Independence (GAIN) or General Relief Opportunity for Work (GROW) programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for contract award. Proposers shall certify compliance on Form PW-10, GAIN/GROW Employment Commitment.

H. Child Support Compliance Program

Proposers shall fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees, comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the noncompliant contractor (County Code Chapter 2.202).

I. Jury Service Program

1. The resultant Contract from this RFSQ will be subject to the requirements of the County's Contractor Employee Jury Service Ordinance (Jury Service Program, Los Angeles County Code Chapter 2.203). Proposers should carefully read the pertinent jury service provisions in the Sample Agreement (Part II, Exhibit B, Service Contract General Requirements, Section 7, Contractor Employee Jury Service Program). The Jury Service Program applies to both Contractors and their Subcontractors. Statements of Qualifications that fail to comply with the requirements of the Jury Service Program will be considered nonresponsive and excluded from further consideration.
2. The Jury Service Program requires Contractors and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor, and "full-time" means 40 hours or more worked per week or a lesser number of



hours if: 1) the lesser number is a recognized industry standard as determined by the County; or 2) the Proposer has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

3. There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor." The Jury Service Program defines "Contractor" to mean a person, partnership, corporation, or other entity which has a Contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or Subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have: 1) ten or fewer employees; and 2) annual gross revenues in the preceding 12 months which, if added to the annual amount of this Contract, is less than \$500,000; and 3) is not an "affiliate or subsidiary of a business dominant in its field of operation." The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.
4. If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Contractor Employee Jury Service Program Application for Exception and Certification Form (Form PW-3) and include with its submission all necessary documentation to support the claim, such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of "Contractor" or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

J. Proposer's Charitable Contributions Compliance

California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increases Charitable Purposes Act requirements. New rules cover California public benefit corporations, unincorporated associations, trustee entities, and may include

similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices, and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the certification form attached as Form PW-12. A completed Form PW-12 is a required part of any agreement with the County.

In Form PW-12, prospective contractors certify either that:

1. They have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County contract; or
2. They are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.

Prospective County contractors that do not complete Form PW-12 as part of the solicitation process may, in the County's sole discretion, be disqualified for contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both (County Code Chapter 2.202).

K. Notification to County of Pending Acquisitions/Mergers by Proposing/Bidding Company

The Proposer shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Proposer on Form PW-1, Verification of Proposal. Failure of the Proposer to provide this information may eliminate its SOQ/bid from any further consideration.

## SECTION 2

### STATEMENT OF QUALIFICATIONS PREPARATION AND SUBMISSION

#### A. Statement of Qualifications Format and Content Requirements

The County, utilizing Public Works as the administrative agency, is issuing this RFSQ to interested parties for charter bus transportation services. This service will provide charter bus transportation service to various groups as authorized by the Board. The responses to this SOQ should fully describe the cost and technical operations necessary to provide charter bus transportation services. Statement of Qualifications shall be presented in the sequence, with the content, and tabbed in the format stated below. Failure to provide the required information or to strictly comply with these guidelines may be a basis for rejection of the SOQ as nonresponsive:

1. Title Page

The Title page shall show the Proposer's name, service title, local address, telephone number, and date of submittal.

2. Table of Contents

A comprehensive table of contents shall list all material included in the SOQ.

3. Letter of Transmittal

A person legally authorized to enter into the proposed contract for the Proposer shall sign the Letter of Transmittal. The letter must include a brief statement of the Proposer's understanding of the work to be accomplished and a list of names of individuals authorized to make representations for the Proposer, their titles, addresses, and telephone numbers.

4. Experience

A comprehensive description of the Proposer's capabilities, in sufficient detail and scope to provide for a meaningful evaluation, comparison, and assessment. The narrative should discuss each of the following subject areas, with emphasis on how the Proposer measures up to the minimum requirements and the evaluation criteria (Part I, Section 4.D, Evaluation Criteria):

- Background.
- Organization (provide a chart or outline of the firm's organizational structure).

- Specific information regarding length and quality of experience providing services of the type described in these Specifications. **(Part I, Section 4.D, Evaluation Criteria).** Identify the roles of and submit resumes for the firm, principals, managing employees, on-site supervisors, other key staff, and subcontractors.
- Proposer and its management staff for the proposed service will be evaluated on the extent of recent experience. A minimum of three years' experience in the provision of charter bus transportation services is required of the Proposer and its management staff. Experience will be determined by an evaluation of listed current and/or recent similar transportation services and discussions with listed references as well as an evaluation of proposed personnel and personnel backgrounds.

Proposer must address the following items thoroughly and concisely. The responses will be evaluated to determine if Proposer qualifies to manage and operate proposed service. Proposer should first restate each question followed by his or her response.

Questions and Comments:

- a. How many years of experience does Proposer have in providing or managing charter bus transportation services?
- b. Describe similar services and list all clients for whom Proposer has performed charter bus transportation services similar to those described in this RFSQ within the last three years. (Proposer may limit their response to the most recent ten services. Information on other services may be requested by Public Works at a later date). The list shall include each client, service name, and contact person(s) with their title(s), addresses, and telephone numbers (Form PW-6).
- c. Within the last three years, has Proposer ever failed to complete any work awarded or defaulted on a contract? If yes, please explain.
- d. Identify the Proposer's Program Manager and the years of experience the Program Manager has had in managing charter bus transportation services (describe experience). Submit a detailed resume for the Program Manager. Identify the percentage of the Program Manager's time that will be dedicated to this service if awarded the proposed contract.

- e. Identify the Proposer's Maintenance Manager and the years of experience the Maintenance Manager has had maintaining the Proposer's charter bus transportation vehicles (describe experience). Submit a detailed resume for the Maintenance Manager.
- f. Submit a proposed organizational chart for staffing proposed by Proposer to provide service, including management, supervisors, office personnel, bus operators, and mechanics.
- g. Describe Proposer's plan to attract and maintain a quality and experienced work force for the service.

5. Work Plan

Proposer's work plan shall describe/include the staffing plan, schedules, procedures, techniques, and methods that will be employed in meeting the objectives outlined in Exhibit A, Scope of Work. These may include personnel management, training, supervision, supplies, equipment, uniforms, identification badges, safety, communications, and quality control.

Additionally, the Proposer must be technically able to deliver services. Technical ability will be determined by an evaluation of responses to questions and comments relating to, but not limited to, Proposer's plan and schedule for service implementation; type and condition of proposed service buses; ability to meet or exceed service parameters (on-time performance) in similar types of service; ability to perform all aspects of the service, including bus maintenance and recording and reporting data; and ability to comply, at a minimum, with the Controlled Substance and Alcohol Testing Program (Exhibit G).

Proposer must address the following items thoroughly and concisely. The responses will be evaluated to determine if Proposer qualifies to operate service. Proposer should first restate each question or comment, followed by its response.

Questions and Comments:

- a. Are there any requirements within this RFSQ that Proposer cannot comply with?
- b. Describe in detail Proposer's driver training and safety programs.

- c. Provide a detailed description of the facilities, equipment, and personnel, including addresses of the facilities, to be used for each of the following:
  - Dispatch
  - Bus Storage
  - Maintenance
- d. Indicate Proposer's average percentage of on-time performance for all services operated in the last three years. On-time performance is defined as operating within 15 minutes of the required schedule. Proposer must have maintained a minimum of 90 percent on-time performance of services operated over the last three years.
- e. Submit all California Highway Patrol Terminal Inspections for the last three years. Proposer is required to have a satisfactory rating on all terminal inspections.
- f. Does Proposer have a controlled substance abuse program that complies with Exhibit G?

6. Quality Assurance Program

Proposer shall describe its Quality Assurance Program (Program) that will ensure that these services are performed in accordance with the County's contract requirements and recommendations. The Program must ensure that the delivery of all services outlined in Exhibit A, Scope of Work, is completed in a timely manner, that services will be free of defects, and how those results will be achieved. The Program must comprehensively address the Proposer's organizational process for consistently delivering those requirements. At a minimum, the Program outlined in your SOQ shall address in detail:

- a. Policies and Procedures – Quality control procedures for the Proposer, subcontractors, and suppliers must be outlined and must include a qualified inspector(s) to be provided by Proposer to monitor compliance of the Program and deal with customer complaints and inquiries. If a subcontractor is to perform work, the Program must detail how that subcontractor will interface with the Proposer and how the Proposer will ensure that the subcontractor complies with the Program.
- b. Inspection Fundamentals – The Proposer shall provide samples of forms that outline required operations and quality levels. The SOQ must indicate the Proposer's inspection schedules, a methodology to correct deficiencies, level of supervision, and how the inspections are to be performed. The SOQ shall document the name, authority,

relevant experience, and qualifications of person with overall responsibility for the inspection system.

- c. Quality Control Documentation, Review, and Reporting – The Program shall describe and list the records to be maintained. The Program shall detail how the Proposer will maintain inspection records and make them available to the County.
7. Proposer must address the following items thoroughly and concisely. The responses will be evaluated to determine if Proposer qualifies to operate service. Proposer should first restate each question or comment, followed by its response.
    - Are there any past, current, or pending financial or legal issues that might jeopardize Proposer's ability to provide the requested service in accordance with the proposed contract's scope of work and terms and conditions at the prices quoted and for the proposed contract's period? If yes, please explain.
  8. Subcontractor

Services shall not subcontract to any other company.
  9. License and Certifications

Proposer shall submit a copy of its State charter license or certificate with its response to this RFSQ.
  10. Insurance

Submit proof of current, valid insurance coverage that meets the requirements of this RFSQ or a statement acknowledging that the required insurance coverage will be provided prior to commencing work under the proposed contract.
  11. Proposer's Forms List

Complete and submit the following forms that are included in the SOQ package:

PW-1	Verification of Proposal;
PW-2	Schedule of Prices;
PW-3	County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form;
PW-4.1	Contractor's Industrial Safety Record;

- PW-4.2      Proposer's Driver Safety Record;
- PW-5        Conflict of Interest Certification;
- PW-6        Proposer's Reference List;
- PW-7        Proposer's Equal Employment Opportunity Certification;
- PW-8        List of Subcontractors;
- PW-9        Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form;
- PW-10      GAIN/GROW Employment Commitment;
- PW-11      Transmittal Form to Request an RFSQ Solicitation Requirements Review; and
- PW-12      Charitable Contributions Certifications.

(Proposer should note that any change, edit, deletion, etc., of these forms by the Proposer may subject the SOQ to disqualification, at the sole discretion of the County.)

12. Subcontractors' Forms List

The County seeks diverse, broad-based participation in its contracting. Subcontractors, if any, shall be subject to all requirements set forth in the RFSQ that are applicable to contractors in general. If subcontractors are to be employed, Proposer must submit a statement of their proposed assignments, qualifications, experience, staffing, and schedules. In addition to this statement, the following forms must be completed and submitted for each subcontractor contemplated:

- PW-3        County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form;
- PW-4.1      Contractor's Industrial Safety Record;
- PW-4.2      Proposer's Driver Safety Record;
- PW-5        Conflict of Interest Certification;
- PW-7        Proposer's Equal Employment Opportunity Certification;
- PW-9        Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form (Part II of form only);



PW-10 GAIN/GROW Employment Commitment Form; and

PW-12 Charitable Contributions Certifications.

13. Additional Information

Additional information that is not presented elsewhere and is essential to a fair evaluation must appear in the last Section of the SOQ labeled "Additional Information." If there is no additional information the Proposer wishes to present, this Section will consist of the statement: "There is no additional information we wish to present."

B. Statement of Qualifications Submission

1. SOQs and any related information shall be submitted in four complete sets (one original and three copies). SOQs received after the closing date and time specified in the Notice of RFSQ will be considered by Public Works in the second round of awards for this program.
2. Submit SOQs to the County of Los Angeles Department of Public Works Cashier, located on the Mezzanine Floor, 900 South Fremont Avenue, Alhambra, California 91803, in a package that clearly identifies the Proposer and this RFSQ.
3. It is the responsibility of the Proposer to instruct delivery services, such as United Parcel Service and Federal Express, to deliver SOQs directly to the Cashier. SOQs submitted via facsimile or e-mail will not be accepted.
4. SOQs delivered by other means, including United States Postal Service, may be delayed in Public Works' mail system, resulting in untimely delivery to the Cashier and possible failure to meet the SOQ submission deadline as noted in the RFSQ Notice. SOQs time stamped after this time will be considered in any subsequent round of contract awards for this program. The review is anticipated to be offered every quarter, starting on October 1, 2007, depending on the need of the County. Delayed and missed deadlines for submission of SOQs not delivered in strict compliance with this RFSQ shall be the sole responsibility of the Proposer, not of the County, Public Works, or any Special District.

## SECTION 3

### GENERAL CONDITIONS OF STATEMENT OF QUALIFICATIONS

A. Knowledge of Work to be Done

By submitting a SOQ, Proposers shall be held to have carefully read this RFSQ, all attachments, and exhibits; satisfied themselves before the delivery of their SOQ as to their ability to meet all of the requirements and difficulties attending the execution of the proposed work; and agreed that if awarded a contract, no claim will be made against the County based on this RFSQ, including, without limitation, claims based on any ambiguity or misunderstanding. Furthermore, the Proposer has carefully examined the location(s) of the proposed work, and is familiar with all of the physical and climatic conditions, and makes the SOQ solely upon the Proposer's own knowledge. The Proposer has carefully examined these Specifications, both in general and in detail, any drawings attached, and any additional communications sent and makes this SOQ in accordance therewith. If Proposer's SOQ is accepted, the Proposer will enter into a written contract with the County for the performance of the proposed work and will accept in full payment for work actually done at the prices shown in Form PW-2, Schedule of Prices. It is understood and agreed that the quantities set forth in Form PW-2, Schedule of Prices and this RFSQ are only estimates, and the unit prices will apply to the actual quantities, whatever they may be.

B. Withdrawal of Statement of Qualifications

Proposers may withdraw their SOQ anytime before the date and hour set for submission set forth in the Notice of Request for Statement of Qualifications upon presentation of a written request to the Director signed by an authorized representative of the Proposer or by the person filing the SOQ.

C. Altering Solicitation Document

The wording of the solicitation document shall not be changed. Any additions, conditions, limitations, or provisions inserted by the Proposer will render their SOQ irregular and may cause its rejection as nonresponsive.

D. Term of Statement of Qualifications

All SOQ shall be firm offers and may not be withdrawn for a period of 180 days following the deadline for submission of SOQs.

E. Acceptance or Rejection of Statement of Qualifications

The right is reserved to reject any or all SOQs that, in the judgment of the Board/Director, are not in the best interests of the County/Public Works/Special Districts. In the event of any such rejection, the County will not be liable for any costs incurred in connection with the preparation and submittal of a SOQ.

Statement of Qualifications signed by an agent other than the president and secretary of a corporation or a member of a general copartnership must be submitted with a power of attorney or corporate resolution, certified by the secretary or assistant secretary, authorizing such signature; otherwise, the SOQ may be rejected as unauthorized and nonresponsive.

No SOQ will be considered unless the Proposer submits a SOQ for all requested items. If the solicitation document requests multiple quotations, no SOQ will be considered unless the Proposer submits a price on all items within each category; however, the solicitation document may not require the Proposer to submit a price on all of the categories.

F. Qualification of Proposer

No award will be made to any Proposer who cannot give satisfactory assurance as to its ability to carry out the intended contract, based both on financial strength and experience as a contractor on work of the nature contemplated in the proposed contract. Proposers are encouraged to submit records of work of similar nature, size, or extent to that proposed under these Specifications. A reasonable inquiry to determine the responsibility of a Proposer will be conducted. The unreasonable failure of a Proposer to promptly supply information in connection with such inquiry, including, but not limited to, information regarding past performance, financial stability, and ability to perform on schedule, may be grounds for a determination of nonresponsibility and/or nonresponsiveness with respect to such Proposer. Unfamiliarity with the type of work required by Public Works may be cause for rejection of the SOQ on the basis of nonresponsiveness and/or nonresponsibility.

G. Proposer's Safety Record

A review of the Proposer's safety and drivers' record will be made before the award. Proposers are required to submit this information with their SOQ on the Contractor's Industrial Safety Record (Form PW-4.1) and Proposer's Driver Safety Record (Form PW-4.2) provided. Nonsubmission or an adverse finding as to the Proposer's safety record may be cause for rejection of the SOQ on the basis of nonresponsiveness and/or nonresponsibility.

H. Wages, Materials, and Other Costs

It is the responsibility of the Proposer to calculate the SOQ price to take into consideration a possible escalation of wages, materials, and other costs during the contract period. The Board, County, Public Works, District(s), or Director make no representations regarding future costs or the rate of wages that may become necessary to pay employees of the contractor for the work performed during the contract period.

I. Opening of Statement of Qualifications

Statement of Qualifications will not be publicly opened.

J. Disqualification of Proposers

More than one SOQ from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any Proposer has an interest in more than one SOQ for the work contemplated may cause the rejection of all SOQ in which such Proposer has interest. If there is reason for believing that collusion exists among the Proposers, such collusion by the participants may be cause for the rejection of their SOQs or future SOQs or proposals on the basis of nonresponsiveness and/or nonresponsibility.

K. Statement of Qualifications Prices and Agreement of Figures

If the total amount arrived at by multiplying the unit price times the quantity does not agree with the total amount entered for the item or if the total amount is not entered, the unit price and the corrected total amount will be considered as representing the Proposer's intentions. If the total amount is entered for the item, but not the unit price, the unit price will be that which is derived by dividing the total amount proposed for the item by the number of units in the item as representing the Proposer's intentions. If the items are incorrectly totaled, the corrected total will be considered as representing the Proposer's intentions.

L. Disclosure of Contents of Statement of Qualifications

All SOQs in response to the solicitation document will become the exclusive property of the County. At such time as Public Works recommends the award of the contract to the Board and that letter appears on the Board's agenda, all SOQs will become a matter of public record and will be regarded as public records, except those parts of each SOQ which are defined by the Proposer as business or trade secrets, plainly marked as "trade secret," and deemed excluded from disclosure under the California Public Records Act. Designation of all or substantial portions of the SOQ as "trade secret" or inappropriate designation of portions of the SOQ as "trade secret" may result in the SOQ being rejected as nonresponsive. The County will not in any way be liable or responsible for the disclosure of any such records, or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law.

M. County Lobbyists

Each County lobbyist, as defined in the Los Angeles County Code Section 2.160.010, retained by Proposer submitting a response to this RFSQ shall be in full compliance with Chapter 2.160 of the Los Angeles County Code. The Proposer's signature on the SOQ is its certification that it is in full compliance

with Chapter 2.160. Failure on the part of any County lobbyist retained by Proposer to fully comply with the County Lobbyist Ordinance may be cause for rejection of the SOQ on the basis of nonresponsiveness and/or nonresponsibility. (Attachment 3)

N. Gratuities

It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a proposer with the implication, suggestion, or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the proposed contract or that the Proposer's failure to provide such consideration may negatively affect the County's consideration of the Proposer's submission. A proposer shall not offer or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of this Contract.

A proposer shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in the Proposer's submission being rejected on the basis of nonresponsiveness and/or nonresponsibility. Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.

O. Determination of Proposer Responsibility

1. A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the proposed contract. It is the County's policy to conduct business only with responsible contractors.
2. Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including, but not limited, to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.
3. The County may declare a Proposer to be nonresponsible for purposes of the proposed contract if the Board of Supervisors, in its discretion, finds that the Proposer has done any of the following: (1) violated a term of a contract

with the County or a nonprofit corporation created by the County; or (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; or (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

4. If there is evidence that the highest rated Proposer may not be responsible, Public Works will notify the Proposer in writing of the evidence relating to the Proposer's responsibility and its intention to recommend to the Board that the Proposer be found not responsible. Public Works will provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence, which is the basis for Public Works' recommendation.
5. If the Proposer presents evidence in rebuttal to Public Works, Public Works will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board. The final decision concerning the responsibility of the Proposer will reside with the Board.
6. These terms shall also apply to proposed subcontractors of Proposer on County contracts.

P. Proposer Debarment

1. The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstance, and the County may terminate any or all of the Proposer's existing contracts with County, if the Board finds, in its discretion, that the Proposer has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform a contract with the County or any other public entity, or a nonprofit corporation created by the County or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
2. If there is evidence that the highest rated Proposer may be subject to debarment, Public Works will notify the Proposer in writing of the evidence,

which is the basis for the proposed debarment, and will advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.

3. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or the Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
4. After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
5. If a Proposer has been debarred for a period longer than five years, that Proposer may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Proposer has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
6. The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its

proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

7. These terms shall also apply to proposed subcontractors of Proposer on County contracts.

Q. Safely Surrendered Baby Law

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



## SECTION 4

### EVALUATION OF STATEMENT OF QUALIFICATIONS; AWARD AND EXECUTION OF CONTRACT

#### A. Final Contract Award by Board

Notwithstanding a recommendation by Public Works, the Board retains the right to exercise its judgment concerning the selection of a contractor the terms of any resultant agreement, and to determine which contractor best serves the interests of the County. The Board is the ultimate decision-making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

#### B. Evaluation of Statement of Qualifications

1. All responses to this SOQ become the property of the County. Upon evaluation of the SOQ in accordance with the evaluation criteria set forth below, Public Works may recommend the award of a contract to one or more of those submitting SOQs. The proposed contract(s) may be submitted to the Director or Board for consideration and possible approval.
2. The County may require whatever evidence it deems necessary relative to the Proposer's financial stability.
3. The County reserves the sole right to judge the Proposer's written and oral representations.
4. The County may make on-site inspections of Proposer's current equipment and facilities.
5. The County, in its sole discretions, may elect to waive any informality in a SOQ, if the sum and substance of the SOQ is present.
6. The County may utilize the services of appropriate experts to assist in the evaluation process.

#### C. Initial Review

Statement of Qualifications will first be reviewed on a Pass/Fail basis. Statement of Qualifications not meeting all of these requirements may be rejected as nonresponsive:

1. Proposer shows an ability to meet insurance requirements, outlined in Exhibit B, Section 5, Indemnification and Insurance.
2. Proposer has met the GAIN/GROW requirements (Form PW-10).

3. Proposer has completed and submitted the Charitable Contributions Certification (Form PW-12).
4. Proposer has submitted the Jury Service Program Application for Exception and Certification Form (Form PW-3) stating that they accept and will comply with the program requirements or establishing their entitlement to an exception to the program.
5. Proposer has completed and signed all appropriate forms, and Proposer has completed and signed Form PW-2, Schedule of Prices.
6. Proposer holds, at the time of submittal of their response to this SOQ, a valid charter license or certificate issued by the California Public Utilities Commission.
7. The Proposer shall be immediately disqualified if, within the past five years, the Proposer's cumulative average of vehicle accidents for each 100,000 bus revenue miles traveled is equal to or higher than 4 accidents per year for each 100,000 bus revenue miles traveled as reported by the National Transit Database (NTD) as presented in Form PW-4.1.
8. Proposer has passed all California Highway Patrol (CHP) Safety Compliance Inspections of the Proposer's maintenance facilities or terminals to be used for this Contract for the prior three 13-month inspections (California Vehicle Code 34501.c). If the Proposer received an "Unsatisfactory" rating and did not upgrade the rating to a "Conditional" or "Satisfactory" within the CHP's 120-day reinspection periods and/or received a "Conditional" rating and did not upgrade the rating to "Satisfactory" within the CHP 180-day reinspection period, whether on the initial inspection or the CHP re-inspection, the Proposer will have failed this criteria.
9. Proposer shall have a minimum of 90 percent on-time performance of services operated over the last three years.
10. SOQs were time stamped by the Cashier prior to the deadline for submission of the SOQ. SOQs time stamped after this time will be considered in any subsequent round of contract awards for this program. The review is anticipated to be offered every quarter starting on October 1, 2007, depending on the need of the County.

D. Evaluation Criteria

Statement of Qualifications passing the first step will be evaluated based on the following criteria:

1. References

Public Works will check at least three of the Proposer's references for overall satisfaction with Proposer's services, with priority given to services provided to County departments. Proposer's references for all contracts with the County during the previous three years must be listed. Public Works reserves the right to utilize any reference of Proposer, County, or other, listed or not listed. Significant unacceptable weakness in references may result in a determination that the Proposer is not qualified to provide the requested services. Additionally, a Proposer's unacceptable performance on another County contract(s), as documented by either the County's Quality Assurance Plan's annual contractor evaluation or by an unfavorable reference may result in a determination that the Proposer is not qualified to provide the requested services.

References may be contacted by telephone, facsimile, mail, express delivery, or e-mail. It is the Proposer's responsibility to ensure that accurate and timely contact information is included in the SOQ. Public Works will ordinarily not make repeated attempts to contact references and will ordinarily not contact the proposer to correct bad phone numbers, etc. It is the Proposer's responsibility to ensure that its references respond promptly to Public Works' requests for information.

2. Experience

Proposer must have a minimum of three years' experience performing charter bus transportation services. Failure to demonstrate the minimum lengths of experience performing the service may result in a determination that the Proposer is not qualified to provide the requested services.

The evaluators will review the Proposer's SOQ for quality and quantity of experience of the Proposer, and its key personnel providing the requested services to organizations. The evaluators may consider the Proposer's description of its capabilities, resumes of key personnel (Part I, Section 2.A.4), and any other relevant information. Significant unacceptable weakness in quality or quantity of experience may result in a determination that the Proposer is not qualified to provide the requested services.

3. Work Plan

Proposer's detailed Work Plan will be reviewed to the extent to which it demonstrates that the Proposer is likely to fulfill the tasks and requirements as set forth in Exhibit A, Scope of Work; responds to County service requests (i.e., dispatch), contingencies and emergencies; renders timely and responsive service to Public Works (i.e., on-time performance); and exceeds a workmanlike level of quality in the service and work product produced. The evaluation committee may make this determination from all relevant

information presented or obtained, which may include, but is not limited to, Proposer's written work plan, controlled substance abuse program, driver training and safety program, staffing plan, schedules, procedures, techniques, and methods that will be employed in meeting the objectives outlined in Exhibit A, Scope of Work. These may include personnel management, training, recruitment and replacement, supervision, supplies, equipment, uniforms, identification badges, safety, communications, and quality control.

The evaluation committee may also make this determination from all relevant information presented in the Proposer's written Quality Assurance Program (Program), which may include, but is not limited to, policies and procedures, inspection fundamentals as well as a description of quality control documentation, review, and reporting. The policies and procedures must include a qualified inspector(s) to be provided by Proposer to monitor compliance of the Program and deal with customer complaints and inquiries. Significant unacceptable weakness in Proposer's work plan may result in a determination that the Proposer is not qualified to provide the requested services.

4. Staffing Plan

The evaluators will review the adequacy of the Proposer's staffing plan to meet all of the requirements of the Scope of Work (Exhibit A). Significant unacceptable weakness in any of the staffing plan may result in a determination that the Proposer is not qualified to provide the requested services.

5. Optional Interview

The County may, at its option, invite one or more Proposers to make a presentation and/or participate in an interview to determine if a Proposer is qualified. Evaluation criteria for presentations and interviews are the same as those for written SOQs. The Proposer's performance may be considered as part of the overall evaluation in determining a proposer's qualification. The evaluators may, in their sole discretion, limit the offer to give a presentation or interview, if any.

6. Additional Criteria

These criteria are not exclusive. The County reserves the right to apply additional evaluation criteria.

E. Negotiation

The County reserves the right to negotiate the terms, conditions, and price of the SOQ(s), in the sole discretion of the County, to achieve the most beneficial

program and price for the County. The County, in its sole discretion, may limit the negotiation, if any, to one or more responsive and responsible Proposers in accordance with the evaluation criteria set forth in this Part I, Section 4.D, Evaluation Criteria. The negotiation with the Proposers will not result in a change in the rating of the Proposers.

F. Award of Contract

The County reserves the right to award contracts to all qualified proposers. The awardees shall sign and return their agreement within 14 calendar days of its mailing to the awardee for signature by Public Works. The awardees shall submit copies of its proof of insurance coverage within 14 days after Board approval of the proposed contract or at least 14 days prior to the proposed contract's start date, whichever occurs last. Work under the proposed contract cannot begin before proof of valid insurance coverage is submitted to Public Works.

## SECTION 5

### PROTEST POLICY

#### A. Protest Process

1. Any actual or prospective Proposer may file a protest in connection with the solicitation or award of a Board-approved service contract. The Proposer challenging the decision of Public Works bears the burden of proof in its claim that Public Works committed a sufficiently material error in the solicitation process to justify invalidation of a proposed award.
2. Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a Proposer protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

#### B. Grounds for Review

Unless State or Federal statutes or regulations otherwise provide, the grounds for review of any departmental determination or action should be limited to the following:

- Review of Solicitation Requirements;
- Review of a Disqualified SOQ; and
- Review of Public Works' Proposed Contractor Selection.

#### C. Solicitation Requirements Review

A person or entity may seek a Solicitation Requirements Review by submitting Form PW-11, Transmittal Form to Request an RFSQ Solicitation Requirements Review, along with supporting documentation. A Solicitation Requirements Review shall only be granted under the following circumstances:

1. The request for a Solicitation Requirements Review is received by Public Works not more than 10 business days after issuance of the RFSQ.
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a SOQ.
3. The request for a Solicitation Requirements Review itemizes, in appropriate detail, each matter contested and factual reasons for the requested review.

4. The request for a Solicitation Requirements Review asserts either that:
  - Application of the minimum requirements, evaluation criteria, and/or business requirements unfairly disadvantage the Proposer; or
  - Due to unclear instructions, the process may result in the County not receiving the best possible responses from the Proposers.
5. The Solicitation Requirements Review shall be completed and Public Works' determination shall be provided to the Proposer, in writing, within a reasonable time prior to the SOQ due date.

D. Place to Submit Requests for Review

All Requests for Review should be submitted to:

County of Los Angeles Department of Public Works  
Administrative Services Division – 9th Floor  
Attention: Ms. Melissa Saradpon  
900 South Fremont Avenue  
Alhambra, CA 91803  
Facsimile: (626) 458-4194

E. Disqualification Review

1. A SOQ may be disqualified from consideration because Public Works determined it was a nonresponsive SOQ at any time during the evaluation process. If Public Works determines that a SOQ is disqualified due to nonresponsiveness, Public Works will notify the Proposer in writing.
2. Upon receipt of the written determination of nonresponsiveness, the Proposer may submit a written request for a Disqualification Review by the date specified. Requests for a Disqualification Review not timely submitted will be denied.
3. A Disqualification Review shall only be granted under the following circumstances:
  - a. The firm/person requesting a Disqualification Review is a Proposer;
  - b. The request for a Disqualification Review is submitted timely; and
  - c. The request for a Disqualification Review asserts that the determination of disqualification due to SOQ nonresponsiveness was erroneous (e.g., factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

4. The Disqualification Review shall be completed and the determination shall be provided to the Proposer, in writing, prior to the conclusion of the evaluation process.

F. Proposed Contractor Selection Review

1. Debriefing Process

- a. Upon completion of the evaluation, and prior to entering negotiations with the selected Proposer, Public Works will notify the remaining Proposers in writing that Public Works is entering negotiations with another Proposer. Upon receipt of the letter, the Proposer may request a debriefing within the time specified in the letter. A debriefing will not be provided unless the request is made within the timeframe specified.
- b. The purpose of the debriefing is to compare the Proposer's response to the solicitation document with the evaluation document. The Proposer shall be debriefed only on its response. Because the contract process has not been completed, responses from other Proposers shall not be discussed.
- c. If the Proposer is not satisfied with the results of the debriefing, it may, within five business days of the debriefing, request a review on the grounds and in the manner set forth below for review of Public Works' recommendation for contract award.

2. Proposed Contractor Selection Review

- a. The Proposer may submit a written request for a Proposed Contractor Selection Review if it asserts that its SOQ should have been determined to be the highest-scored SOQ but was not because of one of the following reasons:
  - i. Public Works materially failed to follow procedures specified in the RFSQ. This includes:
    - (1) Failure to correctly apply the standards for reviewing the SOQ format requirements.
    - (2) Failure to correctly apply the standards and/or follow the prescribed methods for evaluating the SOQ specified in the SFQ.
    - (3) Use of evaluation criteria that were different from the evaluation criteria disclosed in the SFQ.



- ii. Public Works made identifiable mathematical or other errors in evaluating SOQs, resulting in the Proposer receiving an incorrect score and not being selected as the recommended Contractor.
  - iii. A member of the evaluation committee demonstrated bias in the conduct of the evaluation.
  - iv. Another basis for review as provided by State or Federal law.
- b. Upon completing the Proposed Contractor Selection Review, Public Works will issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the Contract award recommendation is to be heard by the Board. If the Proposer is not satisfied with the results of the Proposed Contractor Selection Review, it may request a review on the grounds and in the manner set forth below for a County Review Panel.

G. County Review Panel Process

- 1. If the Proposer is not in agreement with the results of Public Works' Proposed Contractor Selection Review, the Proposer may submit a written request for a review by a County Review Panel.
- 2. Upon completion of the Panel's Review, the Panel will forward its report to Public Works, which will provide a copy to the Proposer.

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## **TABLE OF FORMS**

PW-1	VERIFICATION OF PROPOSAL
PW-2	SCHEDULE OF PRICES
PW-3	COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM
PW-4.1	CONTRACTOR'S INDUSTRIAL SAFETY RECORD
PW-4.2	PROPOSER'S DRIVER SAFETY RECORD
PW-5	CONFLICT OF INTEREST CERTIFICATION
PW-6	PROPOSER'S REFERENCE LIST
PW-7	PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
PW-8	LIST OF SUBCONTRACTORS
PW-9	REQUEST FOR LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM
PW-10	GAIN/GROW EMPLOYMENT COMMITMENT
PW-11	TRANSMITTAL FORM TO REQUEST AN RFSQ SOLICITATION REQUIREMENTS REVIEW
PW-12	CHARITABLE CONTRIBUTIONS CERTIFICATION

## **ATTACHMENTS**

1. COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH  
SMALL BUSINESS
2. DEBARRED VENDORS REPORT
3. COUNTY OF LOS ANGELES LOBBYIST ORDINANCE

## VERIFICATION OF PROPOSAL

<b>DATE:</b> , 200		<b>THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:</b>	
1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.			
2. NAME OF SERVICE:			
<b>DECLARANT INFORMATION</b>			
3. NAME OF DECLARANT:			
4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE PROPOSER(S).			
5. MY TITLE, CAPACITY, OR RELATIONSHIP TO THE PROPOSER(S) IS:			
<b>PROPOSER INFORMATION</b>			
6. Proposer's full legal name:			Telephone No.:
Address:			Fax No.:
e-mail:	County WebVen No.:	IRS No.:	Business License No.:
7. Proposer's fictitious business name(s) or dba(s) (if any):			
County(s) of Registration:		State:	Year(s) became DBA:
8. The Proposer's form of business entity is (CHECK ONLY ONE):			
<input type="checkbox"/> Sole proprietor	Name of Proprietor:		
<input type="checkbox"/> A corporation:	Corporation's principal place of business:		
	State of incorporation:		Year incorporated:
<input type="checkbox"/> Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts	President/CEO:		
	Secretary:		
<input type="checkbox"/> A general partnership:	Names of partners:		
<input type="checkbox"/> A limited partnership:	Name of general partner:		
<input type="checkbox"/> A joint venture of:	Names of joint venturers:		
<input type="checkbox"/> A limited liability company:	Name of managing member:		
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s)	Title	Phone	Fax
Street	City	State	Zip
Name(s)	Title	Phone	Fax
Street	City	State	Zip
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, name of parent firm: _____ State of incorporation/registration of parent firm: _____			
11. Has your firm done business under any other name(s) within the last five years? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, please list the other name(s): Name(s): _____ Year of name change: _____ Name(s): _____ Year of name change: _____			
12. Is your firm involved in any pending acquisition or merger? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, indicate the associated company's name: _____			
13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.			
14. CHECK ONE:	<input type="checkbox"/> (a) I am making these representations on my personal knowledge; <b>OR</b> <input type="checkbox"/> (b) I am making these representations based on information and belief that they are true.		
I declare under penalty of perjury under the laws of California that the foregoing is true and correct.			
Signature of Proposer or Authorized Agent:			Date:
Type name and title:			

## SCHEDULE OF PRICES

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

### TYPE OF BUS: Air Conditioned Coach Buses

Contractor agrees to provide bus transportation from a specific pickup location to a specific destination and return to the original pickup location on a minimum 24-hour notice from the County. The following rates shall apply and shall be computed from the point of pickup to the point of return. Factors, if any, involved in calculating charges for the Service by Contractor under this Contract shall be included on this form. For example, taxes or PUC fees not reflected in the rates shall be specified and labeled on this sheet. Provide rates for each size of coach bus available for Service, for example, the rate of a 47-passenger coach bus versus a 55-passenger coach bus. Trips over 5 hours but less than 24 hours in length may be billed using either the proposed hourly rate(s) or mileage rate(s), but not a combination of the two. Attach additional sheets, if needed.

1. Proposal Rates: Label (47/55/other PAX). Please specify any other passenger sizes available.

	Type of Vehicle			
	47	55	( ) Other	
A. Fee for 5 hours:	\$			flat rate
B. Fee for 5 hours, Mountain Rate:	\$			flat rate
C. Additional hourly rates:				
Trips over 5 hours but less than 24 hours in length	\$			per hour
	\$			per hour/Mountain rate
D. Mileage Charges				
• Live Miles: rate with passengers aboard	\$			per live mile
• Deadhead Miles: rate without passengers aboard	\$			per dead mile
Spot Miles: miles not charged to County	_____			
E. Trips equal to or exceeding 24 hours in length:				
For each 24-hour period:	\$			flat rate
For each hour in excess of 24 hours:	\$			per hour
Additional fees, i.e., PUC fees: _____				
Description: _____				

2. Cancellation Charges: Terms of Cancellation by the County After Bus(es) Have Been Arranged:

A. At pickup point:	\$ _____
B. Less than 4 hours from scheduled pickup time:	\$ _____
C. Between 4 hours and 24 hours from scheduled pickup time:	\$ _____
D. More than 24 hours from scheduled pickup time:	\$ _____
E. Rain Cancellation:	\$ _____

3. County will reimburse the Contractor for any parking charges incurred on trips.
4. County will reimburse the Contractor for any toll bridge charges incurred on trips.
5. List each of the buses, which are available for Service within this category. For each bus listed, please indicate the passenger size and special equipment. Attach additional sheets, if needed.

<u>Bus</u>	<u>No. of Passengers</u>	<u>Toilet Equipped</u>	<u>ADA Compliant</u>	<u>Seatbelt Equipped</u>
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6. Specify any restrictions (hours, etc.) which may apply to the buses identified above.

LEGAL NAME OF PROPOSER		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
TITLE OF AUTHORIZED PERSON		
DATE	STATE CONTRACTOR'S LICENSE NUMBER	LICENSE TYPE
PROPOSER'S ADDRESS:		
PHONE	FACSIMILE	E-MAIL

**TYPE OF BUS: School Buses**

Contractor agrees to provide bus transportation from a specific pickup location to a specific destination and return to the original pickup location on a minimum 24-hour notice from County. The following rates shall apply and shall be computed from the point of pickup to the point of return. Factors, if any, involved in calculating charges for Service by Contractor under this Contract shall be included on this form. For example, taxes or PUC fees not reflected in the rates shall be specified and labeled on this sheet. Provide rates for each size of school bus available for Service, for example, the rate of a 53-passenger coach bus versus a 60-passenger school bus. Trips over 5 hours but less than 24 hours in length may be billed using either the proposed hourly rate(s) or mileage rate(s), but not a combination of the two. Attach additional sheets, if needed.

1. Proposal Rates: Label (53/60/other PAX). Please specify any other passenger sizes available.

	Type of Vehicle			
	53	60	( ) Other	
A. Fee for 5 hours:	\$ _____	_____	_____	flat rate
B. Fee for 5 hours, Mountain Rate:	\$ _____	_____	_____	flat rate
C. Additional hourly rates:				
Trips over 5 hours but less than 24 hours in length	\$ _____	_____	_____	per hour
	\$ _____	_____	_____	per hour/Mountain rate
D. Mileage Charges				
• Live Miles: rate with passengers aboard	\$ _____	_____	_____	per live mile
• Deadhead Miles rate without passengers aboard	\$ _____	_____	_____	per dead mile
Spot Miles: miles not charged to County	_____	_____	_____	
E. Trips equal to or exceeding 24 hours in length:				
For each 24-hour period:	\$ _____	_____	_____	flat rate
For each hour in excess of 24 hours:	\$ _____	_____	_____	per hour
Additional fees, i.e., PUC fees:	_____	_____	_____	

Description: \_\_\_\_\_

2. Cancellation Charges: Terms of Cancellation by the County After Bus(es) Have Been Arranged:

A. At pickup point:	\$ _____
B. Less than 4 hours from scheduled pickup time:	\$ _____
C. Between 4 hours and 24 hours from scheduled pickup time:	\$ _____
D. More than 24 hours from scheduled pickup time:	\$ _____
E. Rain Cancellation:	\$ _____

3. County will reimburse the Contractor for any parking charges incurred on trips.

4. County will reimburse the Contractor for any toll bridge charges incurred on trips.

5. List each of the buses, which are available for service within this category. For each bus listed, please indicate the passenger size and special equipment. Attach additional sheets, if needed.

<u>Bus</u>	<u>No. of Passengers</u>	<u>Toilet Equipped</u>	<u>ADA Compliant</u>	<u>Seatbelt Equipped</u>
------------	------------------------------	----------------------------	--------------------------	------------------------------

6. Specify any restrictions (hours, etc.) which may apply to the buses identified above.

LEGAL NAME OF PROPOSER		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
TITLE OF AUTHORIZED PERSON		
DATE	STATE CONTRACTOR'S LICENSE NUMBER	LICENSE TYPE
PROPOSER'S ADDRESS:		
PHONE	FACSIMILE	E-MAIL

**TYPE OF SERVICE: ADA-Compliant Buses**

Contractor agrees to provide bus transportation from a specific pickup location to a specific destination and return to the original pickup location on a minimum 24-hour notice from County at the following rates. Please specify passenger sizes available. Attach additional sheets if needed.

1. Proposal Rates

<u>Bus Capacity</u> <u>(No. of Passengers)</u>	<u>Minimum</u> <u>for 5 Hours</u>	<u>Hourly Rate</u> <u>Over 5 Hours</u>
( ) wheelchairs and ( ) ambulatory	_____	_____ per hour
( ) wheelchairs and ( ) ambulatory	_____	_____ per hour
( ) wheelchairs and ( ) ambulatory	_____	_____ per hour
( ) wheelchairs and ( ) ambulatory	_____	_____ per hour

2. Cancellation Charges: Terms of Cancellation by the County After Bus(es) Have Been Arranged:

A. At pickup point:	\$ _____
B. Less than 4 hours from scheduled pickup time:	\$ _____
C. Between 4 hours and 24 hours from scheduled pickup time:	\$ _____
D. More than 24 hours from scheduled pickup time:	\$ _____
E. Rain Cancellation:	\$ _____

3. The County will reimburse the Contractor for any parking charges incurred on trips.

4. The County will reimburse the Contractor for any toll bridge charges incurred on trips.

5. List each of the buses, which are available for service within this category. For each bus listed, please indicate the passenger size and special equipment. Attach additional sheets, if needed.

<u>Bus</u>	<u>No. of</u> <u>Passengers</u>	<u>Toilet</u> <u>Equipped</u>	<u>ADA</u> <u>Compliant</u>	<u>Seatbelt</u> <u>Equipped</u>
------------	------------------------------------	----------------------------------	--------------------------------	------------------------------------



6. Specify any restrictions (hours, etc.) which may apply to the buses identified above.

LEGAL NAME OF PROPOSER		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
TITLE OF AUTHORIZED PERSON		
DATE	STATE CONTRACTOR'S LICENSE NUMBER	LICENSE TYPE
PROPOSER'S ADDRESS:		
PHONE	FACSIMILE	E-MAIL

P:\aspub\CONTRACT\Mark\SPECIAL EVENTS BUS\2007\PW02form.doc

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
(Type of Goods or Services):		

**If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.**

**Part I: Jury Service Program Is Not Applicable to My Business**

- ☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.
- "Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.
- "Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.
- ☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

**Part II: Certification of Compliance**

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

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

Print Name:	Title:
Signature:	Date:

# **CONTRACTOR'S INDUSTRIAL SAFETY RECORD**

PROPOSED CONTRACT FOR: CHARTER BUS TRANSPORTATION SERVICES PROGRAM (2007-AN023)

SERVICE BY PROPOSER \_\_\_\_\_

PROPOSAL DATE: \_\_\_\_\_

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

## 5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2002	2003	2004	2005	2006	Total	Current Year to Date
1. Number of contracts.							
2. Total dollar amount of Contracts (in thousands of dollars).							
3. Number of fatalities.							
4. Number of lost workday cases.							
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.							
6. Number of lost workdays.							

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

Name of Proposer or Authorized Agent (print) \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**PROPOSER'S DRIVER SAFETY RECORD**

The requested information must include all bus operations-related work undertaken within the State of California by the Proposer and/or any partnership, joint venture, or corporation that any principal of the Proposer participates in as a principal or owner during the last five calendar years. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual Proposer. Proposer may attach any additional information and/or explanation of the data, which the Proposer would like taken into consideration by the County in evaluating the Proposer's drivers' safety record. An explanation must be attached for circumstances surrounding any and all fatalities within the last five calendar years.

The Proposer shall provide below its total number of each of the following: Bus Revenue Service Miles, National Transit Database (NTD) reportable bus accidents and fires, and bus fatalities, if any, for each of the last five calendar years. The NTD uses the following Federal Transportation Authority's definition of a reportable accident:

- a. Injuries requiring immediate medical attention.
- b. Property damage equal to or greater than \$7,500, including all damage (transit and nontransit) resulting from the accident.
- c. All nonarson fires that occur in a revenue service bus (operating in or out of revenue service).

**Five-Calendar Years Prior to Current Year**

	2002	2003	2004	2005	2006	Five-Year Average
1 Total Bus Revenue Miles						
2 Total Number of NTD Reportable Accidents						
3 Total Number of Fatalities						
4 Rate of Accidents/100,000 Bus Revenue Miles						
5 Rate of Fatalities/100,000 Bus Revenue Miles						

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

\_\_\_\_\_  
Name of Proposer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
PUC Permit Number and Classification

\_\_\_\_\_  
City                      Zip Code

\_\_\_\_\_  
Telephone Number

## CONFLICT OF INTEREST CERTIFICATION

I, \_\_\_\_\_

- ☐ sole owner  
☐ general partner  
☐ managing member  
☐ President, Secretary, or other proper title) \_\_\_\_\_

of \_\_\_\_\_

Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

**Contracts Prohibited.** A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
  - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed \_\_\_\_\_

Date \_\_\_\_\_

## PROPOSER'S REFERENCE LIST

**PROPOSED CONTRACT FOR CHARTER BUS TRANSPORTATION SERVICES PROGRAM  
(2007-AN023)**

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required.

**A. COUNTY OF LOS ANGELES AGENCIES**

**All contracts with the County during the previous three years must be listed.**

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

**B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES**

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

## PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name
Address
Internal Revenue Service Employer Identification Number

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	<input type="checkbox"/> YES <input type="checkbox"/> NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input type="checkbox"/> YES <input type="checkbox"/> NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input type="checkbox"/> YES <input type="checkbox"/> NO

Proposer	
Authorized representative	
Signature	Date

## LIST OF SUBCONTRACTORS

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

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

[illegible]



**County of Los Angeles**  
**Request for Local Small Business Enterprise (SBE) Preference Program Consideration and**  
**CBE Firm/Organization Information Form**

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

FIRM NAME:

My County (WebVen) Vendor Number:

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

<input type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	

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

<b>Business Structure:</b>	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
<b>Total Number of Employees</b> (including owners):						
<b>Race/Ethnic Composition of Firm.</b> Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

**III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

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

<b>Authorized Signature:</b>	<b>Title:</b>	<b>Date:</b>

**GAIN/GROW EMPLOYMENT COMMITMENT**

The undersigned:

- ☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and/or General Relief Opportunity for Work (GROW) employment programs.

**OR**

- ☐ declares a willingness to consider GAIN/GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN/GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature	Title
Firm Name	Date

# TRANSMITTAL FORM TO REQUEST AN RFSQ SOLICITATION REQUIREMENTS REVIEW

***A Solicitation Requirements Review must be received by the County  
within 10 business days of issuance of the solicitation document***

Proposer Name:	Date of Request:
Project Title:	Project No.

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

Application of **Minimum Requirements**

Application of **Evaluation Criteria**

Application of **Business Requirements**

Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review.  
*(Attach additional pages and supporting documentation as necessary.)*

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Request submitted by:

\_\_\_\_\_  
(Name) (Title)

***For County use only***

Date Transmittal Received by County: _____	Date Solicitation Released: _____
Reviewed by: _____	
Results of Review - Comments:	
_____	
_____	
Date Response sent to Proposer: _____	

**CHARITABLE CONTRIBUTIONS CERTIFICATION**

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Company Name

---

Address

---

Internal Revenue Service Employer Identification Number

---

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**CERTIFICATION****YES****NO**

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed. ( ) ( )

**OR**

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586. ( ) ( )

---

Signature

---

Date

---

Name and Title (please type or print)



## **COUNTY OF LOS ANGELES**

### ***Policy on Doing Business With Small Business***

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

#### **WE RECOGNIZE...**

##### **The importance of small business to the County:**

- In fueling local economic growth.
- Providing new jobs.
- Creating new local tax revenues.
- Offering new entrepreneurial opportunity to those historically under-represented in business.

##### **The County can play a positive role in helping small business grow:**

- As a multi-billion dollar purchaser of goods and services.
- As a broker of intergovernmental cooperation among numerous local jurisdictions.
- By greater outreach in providing information and training.
- By simplifying the bid/proposal process.
- By maintaining selection criteria which are fair to all.
- By streamlining the payment process.

#### **WE THEREFORE SHALL:**

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully coordinated among our departments and districts, as well as other participating governments to: (a) inform and assist the local business community in competing to provide goods and services; and, (b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting, and conduct business with our vendors, in order to: (a) expand opportunity for small business to compete for our business; and, (b) to further opportunities for all businesses to compete regardless of size.
4. Ensure that staff who manage and carry out the business of purchasing goods and services are well-trained, capable, and highly motivated to carry out the letter and spirit of this policy.

## LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

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**Vendor Name:** MTS Advanced Corp.  
**Principal Owners:** Emir Khan  
Zulaine Hernandez  
**Debarment Start Date:** February 8, 2005      **Debarment End Date:** February 7, 2008

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**Vendor Name:** Advanced Building Maintenance Co.  
**Principal Owners:** Michael Sullivan  
Erlinda Sullivan  
**Debarment Start Date:** June 14, 2005      **Debarment End Date:** June 13, 2008

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**Vendor Name:** Inspection Engineering Construction  
**Principal Owners:** Jamal Deaifi  
**Debarment Start Date:** June 13, 2006      **Debarment End Date:** June 12, 2016

# County of Los Angeles *Lobbyist Ordinance*



**IT'S THE LAW**

## It may affect you!

Chapter 2.160 of the Los Angeles County Code requires Lobbyists, Lobbying Firms and Lobbyist Employers to register with the Executive Office of the Board of Supervisors. This ordinance imposes extensive reporting requirements on individuals, businesses and other organizations. It places restrictions on the activities of anyone seeking to influence an official action of the County of Los Angeles including actions of the Board of Supervisors or the granting or denial of County contracts, licenses, permits, grants and franchises.

### YOU MAY BE CONSIDERED A COUNTY LOBBYIST

If you are compensated to communicate directly (or through agents) with any County official for the purpose of influencing official action, then you may be required to register with the Executive Office of the Board of Supervisors. The requirement to register is the same whether you are an employee of, or on contract with, a firm or organization with business before the County. Additionally, an individual or business entity may be considered a County Lobbying Firm if it receives compensation to influence the County on behalf of any other persons or businesses. An individual, business entity or organization that employs or contracts with another individual or firm to represent or make contacts with a County agency on their behalf to influence County action may be considered a County Lobbyist Employer who must also register. If in doubt, it is best to register.

Furthermore, each person or entity who is not otherwise required to register as a County Lobbyist, Lobbying Firm or Lobbyist Employer, but who directly or indirectly expends \$5,000 or more during a calendar quarter to influence official action need not register BUT must report the expenditure to the Executive Office of the Board of Supervisors on a form available from the Executive Office.

### REGISTERING IS IMPORTANT

Failure to comply with the ordinance may subject offending Lobbyists, Lobbying Firms, and Lobbyist Employers to serious penalties including fines up to \$2,000 and denial of contracts, licenses, permits, grants or franchises. Moreover, some violators may be refused permission to address the Board of Supervisors or any County commission.

### HERE'S HOW TO COMPLY WITH THE LAW

Within 10 days of qualifying as a County Lobbyist, Lobbying Firm, or Lobbyist Employer as described in the ordinance, you must register with the Executive Office of the Board of Supervisors.

Registering with the County is easy. To receive a copy of the ordinance and registration forms, or to receive additional information or answers to specific questions, please contact the Executive Office of the Board of Supervisors at the following address or you may call one of the following telephone numbers:

Executive Office of the Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall Of Administration  
500 West Temple Street  
Los Angeles, California 90012

(213) 974-1093      (213) 974-1578

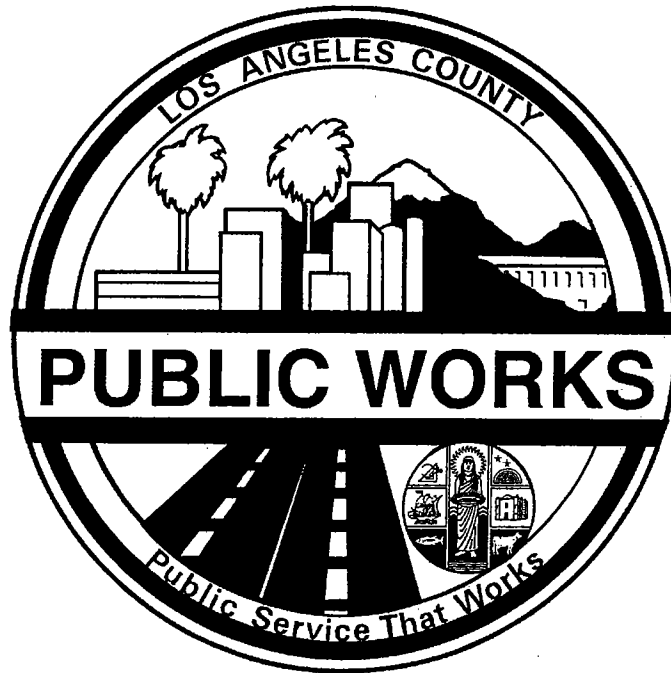
A copy of the ordinance is available for your review at this County facility or on the Internet.

<http://bos.co.la.ca.us/>

Thank you for your cooperation and attention.

# Part II

## Sample Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,  
DEPARTMENT OF PUBLIC WORKS

AND

---

[CONTRACTOR'S NAME]

FOR

CHARTER BUS TRANSPORTATION SERVICES PROGRAM  
(2007-AN023)



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<b>EXHIBIT J</b>	<b>Transit Security Plan</b>

SAMPLE AGREEMENT FOR

CHARTER BUS TRANSPORTATION SERVICES PROGRAM (2007-AN023)

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY), and [NAME OF CONTRACTOR], a [Form of Entity], (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Statement of Qualifications filed with the COUNTY on \_\_\_\_\_, 2007, hereby agrees to provide services as described in the attached specifications for the Charter Bus Transportation Services Program (2007-AN023) (Program), including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Historical Equipment Usage by Bus Type; Exhibit F, Evidence of Insurance Program; Exhibit G, Controlled Substance and Alcohol Testing Program; Exhibit H, Eligible Recreational Transit Service Area; Exhibit I, Los Angeles County Department of Public Works Special Event Transportation Confirmation Form; Exhibit J, Transit Security Plan; the CONTRACTOR'S Statement of Qualification, all attached hereto; the Request for Statement of Qualifications; and any Addenda to the Request for Statement of Qualifications, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Statement of Qualifications and attached hereto as Form PW-2. In no event will the COUNTY pay any and all contractors providing service under the Program an aggregate annual amount to exceed \_\_\_\_\_ (Maximum Contract Sum), or such greater amount as the Board may approve.

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FOURTH: The COUNTY will request service from the lowest cost contractor for the type of bus service required. In the event that the lowest cost contractor does not have the desired bus(es) available to provide service within COUNTY'S time frame, COUNTY will then request service from the next lowest cost contractor for the type of bus(es) required and so on until the COUNTY'S requirement is filled. The lowest cost is based on the contractor's most current and approved Form PW-2, Schedule of Prices, and if applicable, the Local SBE Preference. For each individual service trip, COUNTY will determine the lowest cost contractor. Notwithstanding the foregoing, the parties understand and agree that this Contract is nonexclusive, the COUNTY may enter into other contracts for the performance of the same or similar services at any time, and the CONTRACTOR is not entitled to or guaranteed the assignment of any work.

FIFTH: This Contract shall be for a period of \_\_\_\_ months commencing on \_\_\_\_\_ through and including June 30, 2012.

SIXTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates and/or unit prices quoted in the CONTRACTOR'S most current and approved Form PW-2, Schedule of Prices.

SEVENTH: The COUNTY will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the services provided. The COUNTY agrees to pay the cost of services requested by the COUNTY and provided by the CONTRACTOR based upon established rates indicated on the CONTRACTOR'S most current and approved Form PW-2, Schedule of Prices. Included with COUNTY'S receipt of CONTRACTOR'S claim, CONTRACTOR shall also submit to COUNTY the following documentation attached to the billing: departmental confirmation sheets, driver trip logs, mileage logs, and passenger counts. COUNTY reserves the right to require CONTRACTOR to submit additional pertinent documentation, when so needed. The Contract number awarded to the CONTRACTOR upon Contract execution shall be clearly written on billing invoices submitted to the COUNTY. Additional information may be requested by the COUNTY regarding any trip to ensure proper processing of invoices.

The invoices shall be submitted to:

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

EIGHTH: In no event shall the aggregate total amount of compensation paid to any and all contractors under this Program exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

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

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

FOURTEENTH: This Contract constitutes the entire AGREEMENT between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

Page 3 of 4

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By \_\_\_\_\_  
Deputy

[NAME OF CONTRACTOR]

By \_\_\_\_\_  
Its President

\_\_\_\_\_  
Type or Print Name

By \_\_\_\_\_  
Its Secretary

\_\_\_\_\_  
Type or Print Name

## SCOPE OF WORK

## CHARTER BUS TRANSPORTATION SERVICES PROGRAM (2007-AN023)

A. Public Works Contract Manager

Public Works Contract Manager will be Mr. Aras Ahmed of Programs Development Division, who may be contacted at (626) 458-3961, e-mail address: [aahmed@dpw.lacounty.gov](mailto:aahmed@dpw.lacounty.gov), Monday through Thursday, 7 a.m. to 5:30 p.m. The Contract Manager and his staff are the only persons authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the Contract Manager. The Contractor will be notified in writing when there is a change in the Contract Manager.

B. Work Location

The Charter Bus Transportation Services Program (2007-AN023) (Service) is offered within each County Supervisorial District to groups that have requested transportation assistance to recreational functions and/or activities. Bus styles to be used include, but are not limited to, school buses, coach buses, transit buses, vans, and limousine services.

Services are provided within/to the counties of Imperial, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura (Exhibit H). This contract does not specify or guarantee a minimum or maximum number of bus orders for any one day, week, month, or year.

C. Work Description

The County reserves the right to determine if any work is or will be needed under this contract, at the County's sole and absolute discretion. The Contractor will not be entitled to any claim for loss profits or otherwise, should the County fail to determine a need for services under this Contract.

The work to be accomplished under these specifications shall be the implementation of the Service for residents of the County.

D. Hours and Days of Service

Service shall be available on a 24-hour per day basis, Monday through Sunday, including holidays. Work hours and days may be limited by the Contractor when necessary, with the approval of the Director.

E. Subcontractors

Contractor shall not subcontract Service to any other company.



F. Utilities

The County will not provide utilities.

G. Storage Facilities

The County will not provide storage facilities for the Contractor.

H. Removal of Debris

All debris derived from Service specified herein shall be removed and disposed of at the Contractor's expense. The Contractor shall not allow any debris from its operations under this contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System. Contractor may ask for reimbursement for conducting extra cleaning of their buses provided the Contractor justifies the need for extra cleaning beyond normal cleaning that includes, but is not limited to, sweeping and mopping floors, exterior wash of the bus, cleaning and sanitizing bathroom (if applicable), and cleaning of seats, if necessary. Contractor shall provide County with a breakdown of various costs with appropriate documentation.

I. Safety Requirements

Contractor shall hold a valid charter license or certificate issued by the California Public Utilities Commission (PUC) at all times during the period of this Contract. Contractor shall notify County within one hour of the loss of a valid charter license or certificate. If PUC revokes the Contractor's permits to operate the buses for this Service as a result of unsatisfactory inspection ratings by the California Highway Patrol (CHP), the Contractor's buses shall immediately discontinue operations under this contract until the deficiency(ies) are corrected.

J. Special Safety Requirements

Subsequent to the events of September 11, 2001, safety and antiterrorist preparations on public transit systems have become a much greater concern than in prior years. It is critical to integrate security throughout every aspect of the County's public transit programs, operations, and infrastructure. Accordingly, the Contractor shall be required to submit a written Transit Security Plan, per Exhibit J, before service begins.

Based on the Homeland Security Presidential Directive - 3 as shown in Exhibit J.1, the Federal government has implemented a color code warning system that will alert the public to the anticipated level of terrorist threat, should they be aware of such a situation. Additionally, the Federal Transit Administration (FTA), in response to the Office of Homeland Security, has undertaken a series of major steps to help prepare the transit industry to counter terrorist threats by providing direct assistance to transit agencies throughout

various on-site programs. FTA's website (<http://transit-safety.volpe.dot.gov>) contains the background of this program and information to assist transit agencies in developing their security plans.

The Transit Security Plan must meet the FTA's Safety and Security requirements as indicated in Exhibit J.2, Top 20 Security Program Action Items for Transit Agencies, which is copied from the FTA website at <http://transit-safety.volpe.dot.gov/security/securityinitiatives/top20/default.asp>.

The Contractor is also encouraged to refer to the FTA's Transit Agency Security and Emergency Protective Measures report, which is available on the FTA's website at <http://transit-safety.volpe.dot.gov/publications/security/ProtectiveMeasures/PDF/ProtectiveMeasures.pdf>. The FTA, in consultation with the Department of Homeland Security's (DHS) Transportation Security Administration and Office of Grants and Training and the American Public Transportation Association developed this report to replace the prior document entitled, Federal Transit Administration Transit Threat Level Response Recommendation. This document provides a more comprehensive systems approach and framework for a transit agency to use in integrating its entire security and emergency management programs with the DHS Homeland Security Advisory System's five color-coded graduated threat conditions. In addition, this document provides protective measures to be implemented in the event of an Attack or Active Incident and during the Recovery phase following an incident.

The details of the Contractor's Transit Security Plan will be negotiated with Director to ensure that the County's needs are adequately addressed. The final negotiated Security Plan will be attached as Exhibit J-3.

K. School Pupil Activity Bus and Driver

If Contractor agrees to perform School Pupil Activity Bus (SPAB) trips, which are transporting school pupils at or below the 12th grade level, and the trip is labeled or identified as a school activity, function, or school-sponsored trip, Contractor shall ensure that all chartered buses and all Service Bus Operators are SPAB certified.

L. Maps

Service shall be within the area of Los Angeles, Orange, and Ventura Counties, and portions of Kern, Riverside, and San Bernardino Counties (Exhibit H) to be eligible for full Proposition A funding. For destinations outside the eligible area but within the proportionally eligible areas (i.e., Imperial, San Diego, San Luis Obispo, and Santa Barbara Counties), groups will provide to the Contractor, on the day of the trip, a portion of the cost that is outside the area for full Proposition A funding. Trips to locations that are not within either the eligible or proportionately eligible area will not be funded by County.

M. Responsibilities of the Contractor

Contractor shall operate the Service subject only to the general policies and direction of the County with regard to management and operations and to the provisions and requirements herein. The Contractor shall do all things, including, but not limited to, providing executive and administrative management; employment and supervision of all personnel including supervisors, Service Bus Operators, dispatchers, mechanics, and other maintenance personnel; operation of training and safety programs; maintenance and repair of buses and equipment; and providing all bus operators, facilities, equipment, parts, and supplies required in the operation of Service, unless specifically identified to be contributed by County.

N. Responsibilities of Public Works

The County will determine the need for, and provide, inspection.

O. Contractor Safety Official

The Contractor shall designate in writing a Contractor Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

P. Bus and Equipment Requirements

Contractor shall:

1. At its sole cost and expense, have sufficient buses and Service Bus Operators available to provide Service for each trip requested by County and confirmed by Contractor.
2. Provide additional buses, as necessary, in the event of a bus breakdown. In the event of a bus breakdown, the maximum response time shall be 45 minutes from the time of the scheduled pick up for additional buses to be made available for the patrons to continue on to their destination.
3. At its sole cost and expense, registering and licensing such buses and equipment may be necessary or required to operate said buses and equipment on public roads and streets.
4. Possess, or acquire at its own expense, prior to beginning service, a facsimile (fax) machine.

5. Provide County with a business contact telephone number that shall be answered by a live person during normal business hours and maintain a 24-hour emergency contact system that utilizes a pager, cellular telephone, management telephone tree, or other means to contact a manager 24-hours per day, 365 days per year. Contractor shall provide the Contract Manager with information on how to contact a manager through the emergency contact system before Service begins. A person in management shall be able to return a call to Contract Manager within 30 minutes after being requested, even during nonbusiness hours. The management person shall be able to address all operational issues in case of an emergency.
6. Provide buses equipped with two-way radios with compatible radio dispatch equipment at Contractor's control facilities. The Contractor shall be responsible for the licensing of radio communication equipment. As a substitute to the two-way radios, each of the buses may be equipped with a cellular telephone. Citizen band communication equipment is not acceptable.
7. Maintain all buses, related accessories, equipment, and facilities required to provide this Service in good order and in a condition satisfactory to the Director. Upon request by the Director, reports regarding buses' conditions, operation status, complaints, or other relevant information pertaining to Service shall be immediately forwarded to the Director. Contractor shall not seek compensation for any costs incurred to meet the requirements in this paragraph.
8. Maintain all buses utilized in Service in a safe condition for operation on public streets and freeways, meet all the requirements in the California Vehicle Code for a bus, and be in a condition satisfactory to the Director. All parts of buses and all equipment mounted on or in buses shall conform to the California Vehicle Safety Standards and the California Administrative Code, Title 13. Contractor shall pay particular attention to the CHP Motor Carrier Safety Regulations. Each bus is required to be inspected annually by the Director and/or by CHP. Director shall be immediately notified of inspections performed by a governmental agency other than County. The results of inspections shall be provided to Director within 24 hours, and any applicable signed certification shall be displayed or carried on the buses. Contractor shall expeditiously correct any deficiencies on any CHP vehicle inspection report and advise the Director of same. All vehicles, vehicle equipment, and any other equipment necessary to provide this Service shall be maintained by the Contractor to acceptable appearance standards and in good repair and in a condition satisfactory to the Director and in accordance with the manufacturers' recommended maintenance procedures as well as with applicable Federal and State regulations.

9. Maintain a "satisfactory" CHP terminal inspection rating throughout the life of this Contract. If Contractor receives a rating of "unsatisfactory" from the CHP, Contractor shall notify the Director within one hour of receipt of the rating and outline steps that shall be taken to correct the deficiency(ies). Contractor shall provide County with copies of all CHP inspection reports within 24 hours of receipt.
10. Inspect, maintain, and repair wheelchair lifts or ramps to assure safe and proper operation and to ensure ADA-compliance, if Contractor agreed to provide wheelchair accessible buses for this Service. Wheelchair lifts or ramps shall be fully operational whenever a wheelchair accessible bus is confirmed by Contractor and County for Service, otherwise Contractor could be subject to Liquidated Damages as described in this Exhibit's paragraph U, Liquidated Damages.
11. In the event that towing of any Service bus is required due to mechanical failure, damage, or any other reason, be responsible to provide such towing at Contractor's sole expense. Contractor shall ensure that the requirements and procedures for towing buses are followed and proper towing methods and equipment are used. Towing may be subcontracted; however, it is Contractor's responsibility to directly supervise the subcontractor.
12. Not place advertisements on buses providing this Service unless written authorization is obtained from Director. The terms and conditions of any such advertising shall be subject to approval by the Director. Proceeds of the advertisement will be remitted to County. Director's decisions on these matters shall be final.
13. Provide and maintain appropriate fixed maintenance facilities for the servicing of the buses and equipment utilized under this Contract. Such facilities shall be subject to the inspection and approval of the Director.

Q. Bus Operators

1. Contractor shall employ a sufficient number of properly licensed and qualified personnel to operate the equipment and to provide the required Service. Contractor shall be responsible for the recruitment, controlled substance and alcohol testing, screening, selection, training, scheduling, supervision, discipline, termination, and all other functions with regard to Service Bus Operators. Service Bus Operators' wages and work hours shall be in accordance with Federal, State, and local regulations affecting such employment.
  - a. Service Bus Operator Recruitment and Selection

The Contractor shall conduct preemployment Department of Motor Vehicles (DMV) checks of all Service Bus Operators and mechanical personnel to be employed for Service. The Contractor shall review a current DMV report on all applicants who would operate Service buses and shall reject any applicant who failed to appear in court for "Driving Under the Influence." Contractor shall perform a background check on all applicants for Service Bus Operator and shall reject any applicant who has been convicted of any felony charge, which would affect the applicant's ability to perform as a bus operator in Service.

By start of Service, the Contractor shall join the DMV Pull Notice Program, whereby Contractor shall be notified of any activity on a transit bus operator's driving record. Any operator exceeding the California DMV point system, or with a revoked or suspended license, shall not be allowed to operate a Service bus.

The Contractor shall also check DMV records (Pull Notice Program) at least every six months and as updates are received, beginning at the start of Service, for accidents, vehicle code violations, and valid driver's licenses of those employees whose job requires them to operate Service buses. Contractor shall notify County within five business days of the results of said checks and corrective actions taken, if any. This information shall be filed in a central location, by the driver's name. Every three months, the Contractor shall prepare for the County's use, a list of current drivers and mechanics enrolled in the Program. It is the responsibility of the Contractor to ensure that each of its employees' driver's licenses is current.

b. Operator Requirements

Contractor shall require and be responsible for each Service Bus Operator in meeting the following requirements:

- (1) Service Bus Operators shall have a valid California Class B driver's license and a medical examination certificate as well as any other licenses required by applicable Federal, State, and local regulations. A Service Bus Operator who does not pass the medical examination or drug testing shall not be permitted to operate a Service bus.
- (2) Service Bus Operators shall assist passengers confined to wheelchairs in boarding all buses, assist with tie downs, and assist with securing lap belts, if so requested by the passenger.

- (3) Regularly assigned Service Bus Operators or trained backup Service Bus Operators shall be available and on time daily to ensure consistent and reliable Service.

c. Service Bus Operator Training

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

- (1) Proper operation of the bus to be used in Service, including defensive driving and bus handling. Proper operation of destination signs, lifts and ramps, communication equipment, and other equipment to be used on buses.
- (2) California DMV regulations and company policies.
- (3) Accident and emergency procedures and reports.
- (4) Public courtesy and empathy towards the needs of the elderly and persons with disabilities.
- (5) Training in special skills required to provide transportation to the elderly and person with disabilities.

Prior to permitting any Service Bus Operator to operate any bus in Service, Service Bus Operators shall be trained in passenger relations, ADA and nondiscrimination requirements, County's call-in procedures, and County's on-time performance expectations.

The Contractor shall provide an ongoing safety program to ensure a safe operating environment. Training shall place significant emphasis on techniques for dealing with the public in a helpful and courteous manner to achieve the maximum level of customer service. This requirement pertains to regularly assigned and relief bus operators.

The Contractor shall provide regular and ongoing formal safety instruction for all operating personnel assigned to perform any activities under this Contract. Service Bus Operators shall be required to attend scheduled safety meetings at least four times per year.

The Contractor shall be required to have both an ongoing training program as well as a refresher training program for its Service Bus Operators. These regularly scheduled classes shall include various topics, including the areas of defensive and safe driving,

emergency and/or crisis management, understanding work expectations, terrorist activity and public transit, and other relevant topics. The Contractor shall submit an annual preplanned training schedule to the Director. The Contractor may be required to hold additional training on issues and/or subjects pertinent to the Service. Authorized County personnel will have the right to attend and/or audit any such Contractor training programs or classes.

R. Controlled Substance and Alcohol Testing

Contractor shall implement, before beginning service, as a minimum, the Controlled Substance and Alcohol Testing Program as specified in Exhibit G or as may be required by rules and regulations issued by the United States Department of Transportation and described in Title 49, Code of Federal Regulations, Part 655, "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations," dated October 1, 2003, or as subsequently amended. Contractor's policies may supersede policies specified in Exhibit G only when they can be shown, to the Director's satisfaction, to be more stringent than those policies shown in Exhibit G. County will not indemnify Contractor for disciplinary actions imposed that exceed those specified in Exhibit G.

Contractor shall report results of the random testing and other associated tests to County on a quarterly basis on the form shown in Exhibit G. Such reports shall be submitted to County within 15 days after the end of the quarter.

S. Service Requirements

1. Service shall start from and return to points designated by County. Service pickup and destination locations will be anywhere within the Counties of Imperial, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura. Pickup and destination locations may be limited by Contractor when necessary, with the approval of the Director.
2. Contractor shall remain with groups from initial pickup to the final drop-off unless the trip as determined by County, at its sole discretion, is set up as a Split Trip. County will inform Contractor of Split Trips via telephone and on the Los Angeles County Department of Public Works Special Event Transportation Confirmation Form (Exhibit I) (Special Event Form). A Split Trip means that for the period of time from the destination drop-off until the scheduled destination pickup for return back to the point of origin, or another specified location, there will be a break in Service at no charge to County.



Chargeable Service to County is as follows:

Regular Trips are from the initial point of pickup to the destination and back to the point of return (plus applicable deadhead miles).

Split Trips are from:

- a) The initial point of pickup to the destination (plus applicable deadhead), and
- b) The destination to the point of return (plus applicable deadhead miles).

3. During Public Work's normal business hours (Monday through Thursday, 7 a.m. to 5:30 p.m.), Contractor shall confirm the availability of Service within one hour of the County's telephone request. The County's telephone request for Service will include trip date, pickup location(s), destination(s), pickup and return times, the type and number of buses needed, and whether the trip is a Split Trip. Once County has received an oral confirmation for Service from Contractor, County will send via facsimile a Special Event Form to Contractor. Each Special Event Form will have a confirmation number beginning with 'PWX' assigned to it. Contractor shall return the Special Event Form signed and dated, via facsimile, to County within 24 hours during normal business hours as confirmation of Contractor's ability to provide the specified Service.

During weekends and after hours and/or when less than 24 hours remains before Service is required, County will contact Contractor, via telephone, to request Service from Contractor. County will provide the date, contact person, pickup location, destination, pickup and return times, and the type and number of buses needed. Contractor shall confirm the ability to provide the requested Service. If Contractor accepts Service, County will send, via facsimile, a Special Event Form to the Contractor no later than the next business day.

4. Contractor shall not correspond directly with groups to reserve buses for trips that are pending authorization from County or trips that have yet to be submitted to County for Service. Buses reserved in this manner will be nonchargeable to the County due to prearrangements between requesting groups and Contractor.
5. Contractor shall have a live dispatch service operating during normal business hours (Monday through Friday, 8 a.m. to 5 p.m.) and be available by telephone after normal business hours, including weekends and holidays. Contractor's dispatch shall have a constant two-way communication with each charter bus in service under the terms of this Contract.

6. Contractor shall notify County at least 60 minutes before the scheduled pickup time, via telephone, for each trip that the bus has left the yard or the assigned driver is preparing to leave the yard. For Split Trips, this notification is also required from the Contractor for the second portion of the Split Trip to inform the County that the Service Bus Operator is en route for the return trip from the destination to the point of return.
7. Contractor shall notify County, via telephone, that contact has been made with the group(s). For Split Trips, this notification is also required from the Contractor to inform the County that the Service Bus Operator has made contact with the group at the destination.
8. Whenever Contractor has notice or knowledge that any actual or potential situation is delaying or threatens to delay the timely performance or Service to be provided herein under this Contract, Contractor shall immediately give notice to County via telephone. Contractor shall consult with County to determine the best method or course of action to alleviate or avoid such delay and shall take such action thereafter in this matter as directed by County.
9. Contractor shall not make changes to Service requests unless the revisions are requested directly by the County.
10. Contractor shall promptly notify the County Contract Manager or designee and request guidance when its employees are made aware of an occurrence, change in itinerary, or other fact that, if known to the County, might affect the passenger group's permission to use the service or the scope of the permission; or learn of an existing or potential threat to the safety and security of the passengers, public and/or driver; or gain information that may reduce or increase the fees chargeable to the County for the service; including, but not limited to:
  - a) If a group's passenger count drops to ten or less.
  - b) If a group is able to fully occupy fewer buses than requested.
  - c) If a group cancels with Contractor prior to the trip or at the pickup time.
  - d) If group payment (share of cost for areas outside the Eligible Recreational Transit Service Area, Exhibit H), as noted by County on the confirmation form, is not paid to Contractor prior to group boarding the bus. If during the Service trip, a group requests to change any portion of the trip itinerary.
  - e) If the return time at the completion of trip is 30 minutes or more beyond the original scheduled time.

- f) If continuing with the trip will jeopardize the safety of the passengers and/or the general public.

Upon Contractor's notification to County of any of the above Service occurrences, County will advise Contractor on the action to take.

T. Force Majeure

Service shall be provided as scheduled. However, Contractor shall not be held responsible for the failure to provide on-time Service, nor shall County demand damages from the Contractor because of Contractor's failure in providing on-time Service due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Such causes of excusable delay may include acts of Federal and/or State and/or County governments, or anyone employed by them, fires, floods, extra ordinary weather conditions, naturally occurring disasters, strikes, public road closures, extraordinary traffic conditions, bus malfunctions that are clearly beyond Contractor's control, or other reasonably unpredictable situations. Sufficient documentation must be provided to the County in a timely manner to confirm the delay but in every case the delay is excusable only for so long as, and to the extent that, the excusable delay continues.

U. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and may either bill Contractor directly for the liquidated damage or deduct the liquidated damage from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.
2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
  - a. All of the time limits and acts required to be done by both parties are of the essence of the Contract;
  - b. The parties are both experienced in the performance of the Contract work;
  - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the

Contract are realized. The expectation of the County is that the Service will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the unit price reflected in Form PW-2, Schedule of Prices;

- d. The parties are not under any compulsion to contract;
- e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of this Contract;
- f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
- g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.

3. Adherence to Service Schedule

Contractor shall be assessed:

- a. Liquidated damages of \$25 for failure to provide notification per paragraph S.8.
- b. Liquidated damages of \$100 for not calling at least 90 minutes before the scheduled pickup time as required in paragraph S.7.
- c. Liquidated damages of \$50 if bus arrives between 15 and 29 minutes after the designated pickup time.
- d. Liquidated damages of \$250 if bus arrives between 30 and 59 minutes after the designated pickup time.
- e. Liquidated damages of \$1,000 if bus arrives one hour late after designated pickup time.
- f. Liquidated damages of \$1,000 if no bus appears at the scheduled pickup location due to overbooking or an oversight and Contractor is unable to dispatch a replacement bus.

- g. Liquidated damages of \$1,000 if Service is requested by County as a SPAB trip with a SPAB certified Service Bus Operator and is confirmed by Contractor via facsimile but Contractor is unable to provide properly certified Service Bus Operator(s) and/or properly certified bus(es).
4. If Contractor neglects to provide County the results of inspections provided by CHP within 24 hours as mentioned in paragraph P.8 of this Exhibit, the liquidated damages shall be \$100.
5. If Contractor neglects to report a failed CHP terminal inspection to County as mentioned in paragraph P.9 of this Exhibit, the liquidated damages shall be \$1,000 per occurrence and may result in Contract termination.
6. Contractor has 30 calendar days from the date shown on the mailed Notice of Liquidated Damages, describing Contractor's action(s) that warranted liquidated damages, to pay County. Contractor may ask for an extension of time to make the payment provided that Contractor justifies the need for extra time. The Director will use his sole discretion to grant extra time for payment to County.
7. If County does not receive payment for liquidated damages within 30 calendar days, plus any extra time granted for payment, at the Director's sole discretion, the Director may not request Service from Contractor until payment is received.

V. Auditing and Inspection of Service

1. The Contractor shall maintain separate complete and accurate books, records, and reports that relate to Service and as required herein. The Contractor shall retain all records relating to this agreement for a minimum period of three years following expiration or termination hereof unless otherwise provided for herein. All such records shall be available for inspection by designated auditors of the County and the State of California at reasonable times during normal working hours. The Contractor shall maintain and make available to the County, and/or appropriate State agencies, records pertaining to said Service in accordance with the State Uniform System of Accounts.
2. County will have the right to have authorized County personnel board, at no cost to County, all buses utilized by Contractor in the performance of Service for the purpose of monitoring Service.
3. County, or any person authorized by County, will, at all times, have access and the right to inspect Contractor's equipment and facilities utilized in the performance of this Contract.

4. If at any time during the term of this Contract, or at any time within three years after the expiration or termination of this Contract, authorized representatives of County, or of any other agency funding this Contract, may conduct an audit of the Contractor regarding the services provided to the County per terms of the Contract, and if such audit finds the County's dollar liability for such services is less than payments made by the County to the Contractor, then the Contractor agrees that the difference shall be either: (1) repaid forthwith by the Contractor to the County by cash payment, or (2) at County's option, credited against any future payments hereunder due to the Contractor. If such audit finds that the County's dollar liability for services provided hereunder is more than payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payments, provided that, in no event, shall the County's maximum obligation for the Service, as set forth in the Contract, be exceeded.
5. In the event that Contractor fails, neglects, or is unable to timely perform Service as specified herein, Director reserves the right, without terminating this Contract and without declaring the Contract in default as specified in Exhibit B, Section 3.C, Termination for Default, to provide such Service until such time as Contractor demonstrates its ability to continue performance. Contractor agrees to pay County for the reasonable costs thereof.

W. Payment for Service

1. County agrees to pay the cost of Service requested by County and provided by Contractor based upon established rates indicated on Form PW-2, Schedule of Prices. Included with County's receipt of Contractor's claim, Contractor shall also submit to County the following documentation attached to the billing for verification of Service provided and payment: the County's confirmation number (as defined in paragraph S.3) on the invoice, Service Bus Operator trip logs that include mileage, service hours, passenger counts, and other pertinent information. County reserves the right to require Contractor to submit additional pertinent documentation, regarding any trip to ensure proper processing of invoices.
2. All claims for payment shall be presented to County within 30 calendar days of Service.
3. Contractor may revise any of their Schedule of Prices, Form PW-2, monthly during the contract year. Revised Form PW-2 shall be submitted in writing to County of Los Angeles Department of Public Works, Programs Development Division, Transit Operations Section, Attention Mr. Aras Ahmed, 900 South Fremont Avenue, Alhambra, California 91803-1331. Revised Form PW-2 received by the 25th of the

month will be effective on the first day of the following month immediately following their submission. Revisions received after the 25th of each month will not become effective until the first day of the second month following their submission.

4. Contractor may revise any of their rates on Form PW-2 at any time during the contract year. Revisions require approval by County before the new rates are declared chargeable to County for Services rendered. County, at its sole discretion, reserves the right to deny Contractor's revisions. Upon approval by County, Contractor will be notified via telephone. County will continue Service with Contractor at Contractor's current Form PW-2 rates on file at Public Works following the denial of any revision.
5. County will reimburse the Contractor for all parking and toll bridge charges as long as the original parking stubs, receipts, or legible copies are attached to the billing invoices submitted to County.

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SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

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

B. Definitions

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

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

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

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

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

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



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

Day. Calendar day(s) unless otherwise specified.

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

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

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

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

Proposal. The written materials that a Proposer submits in response to a solicitation document (Request for Proposals).

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

Public Works. County of Los Angeles Department of Public Works.

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

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

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

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

C. Headings

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

## SECTION 2

### STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

#### A. Amendments

1. For any change which affects the scope of work, contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor.
2. The Board or County's Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Administrative Officer. To implement such changes, an amendment to this Contract shall be prepared by Public Works for execution by Contractor and the Director.
3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time provided; however, that the aggregate of all such extensions during the life of this Contract shall not exceed 120 days.

#### B. Assignment and Delegation

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.
2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give

majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

3. Any assumption, assignment, delegation, takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

Contractor represents and warrants that the person(s) executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

D. Budget Reduction

In the event that the Board adopts, in any fiscal year, a County budget which provides for reduction in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions) and the services to be provided by Contractor under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within 30 days of the Board's approval of such actions. Except as set forth in the preceding sentences, Contractor shall continue to provide all of the services set forth in this Contract.

E. Complaints

Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to any complaints by any individual.

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.

2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.
4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.
6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, or directives, and all provisions required thereby to be included in this Contract are hereby incorporated by reference.
2. Contractor shall defend, indemnify, and hold County harmless from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees arising from or related to any violation on the part of Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

G. Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with its EEO Certification (Form PW-7).

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.
2. Contractor shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. Conflict of Interest

1. No County employee whose position with County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract subjecting Contractor to either contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

J. Consideration of Hiring County Employees Targeted for Layoffs or Former County Employee on Reemployment List

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent

County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

K. Consideration of Hiring GAIN/GROW Participants

1. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by category to Contractor.
2. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

L. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply Contractor with the poster to be used.

M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination for default or debarment proceedings or both. (Los Angeles County Code Chapter 2.202)

N. Contractor's Warranty of Adherence to County's Child Support Compliance Program

1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
2. As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

O. County's Quality Assurance Plan

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

P. Damage to County Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor.
2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment



upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
2. Contractor shall indemnify, defend, and hold harmless, County, its Board, agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. Facsimile Representations

At the discretion of County, County may agree to regard facsimile representations of original signatures of Contractor's authorized officers, when appearing in appropriate places on the change notices and amendments prepared pursuant to this Exhibit's Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to change notices and amendments to this Contract, such that the Contractor need not follow up facsimile transmissions of such documents with subsequent (nonfacsimile) transmission of "original" versions of such documents.

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its Board, agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Governing Laws, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Contractor and County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Contract and further agree and consent that venue of any action brought in connection with or arising out of this Contract, shall be exclusively in the County of Los Angeles.

U. Nondiscrimination and Affirmative Action

1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
2. Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification (Form PW-7).
3. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.
7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.
8. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, County shall, at its sole option, be entitled to a sum of \$500 for each violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

V. Nonexclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County from acquiring similar, equal, or like goods and/or services from other entities or sources.

W. No Payment for Services Provided Following Expiration/Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration/termination of this Contract.

X. Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

Y. Notice of Disputes

Contractor shall bring to the attention of the Contract Manager any dispute between County and Contractor regarding the performance of services as stated in this Contract. If the Contract Manager is not able to resolve the dispute, the Director will resolve it.

Z. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

AA. Notices

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid with the United States Post Office and any such notice and the envelope containing the same shall be addressed to Contractor at its place of business, or such other place as may be hereinafter designated in writing by Contractor. The notices and envelopes containing the same to County shall be addressed to:

Chief, Administrative Services Division  
County of Los Angeles Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Contractor. Actual knowledge of such suspension or termination by an individual contractor or by a copartner, if contractor is a partnership; or by the president, vice president, secretary, or general manager, if contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said contractor shall in any case be sufficient notice.

BB. Publicity

1. Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit

Contractor from publicizing its role under this Contract within the following conditions:

- a. Contractor shall develop all publicity material in a professional manner.
- b. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.
- c. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

CC. Public Records Act

1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Exhibit's Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the RFSQ used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "trade secret," "confidential," or "proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

DD. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted

accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract.
3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

EE. Recycled-Content Paper Products

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

FF. Subcontracting

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

1. If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:
  - a. A description of the work to be performed by the subcontractor;
  - b. A draft copy of the proposed subcontract; and
  - c. Other pertinent information and/or certifications requested by County.
2. Contractor shall indemnify and hold County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
4. County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this County right.
5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees.
6. Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.
7. Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by County from each approved subcontractor. Contractor shall ensure delivery of all

such documents to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460 before any subcontractor employee may perform any work hereunder.

GG. Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

HH. Waiver

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach of said provision or of any other provision of this Contract. Failure of County to enforce at anytime, or from time to time, any provision of this Contract shall not be construed as a waiver thereof.

II. Warranty Against Contingent Fees

1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
2. For breach of this warranty, County shall have the right, in its sole discretion, to terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.



### SECTION 3

#### TERMINATIONS

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

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

B. Termination for Convenience

1. This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.
2. After receipt of a notice of termination and except as otherwise directed by County, Contractor shall:
  - a. Stop work under this Contract on the date and to the extent specified in such notice, and
  - b. Complete performance of such part of the work as shall not have been terminated by such notice.
3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.
4. If this Contract is terminated, Contractor shall complete within the Director's termination date contain within the Notice of Termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County upon request and shall become the property of County.

C. Termination for Default

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

under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to this Exhibit's Termination for Convenience.

5. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
6. As used herein, the terms "subcontractor" and "subcontractors" mean subcontractor at any tier.

D. Termination for Improper Consideration

1. County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, extension of this Contract, or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against Contractor as it could pursue in the event of default by Contractor.
2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861.
3. Among other items, such improper consideration may take the form of cash; discounts; services; the provision of travel, entertainment, or tangible gifts.

E. Termination for Insolvency

1. County may terminate this Contract forthwith in the event of the occurrence of any of the following:
  - a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code;
  - c. The appointment of a bankruptcy Receiver or Trustee for Contractor; or
  - d. The execution by Contractor of a general assignment for the benefits of creditors.
2. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Termination for Nonadherence to County Lobbyists Ordinance

Contractor, and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyists or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may in its sole discretion, immediately terminate for default or suspend this Contract.

G. Termination for Nonappropriation of Funds

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until the Board appropriates funds for this Contract in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County will notify Contractor in writing of any such nonallocation of funds at the earliest possible date.

## SECTION 4

### GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

B. Cooperation

Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

C. Cooperation and Collateral Work

Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

D. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by Contractor.

E. Gratuitous Work

Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with this Exhibit's Amendments, such work shall be deemed to be a gratuitous effort by Contractor, and Contractor shall have no claim, therefor, against County.

F. Jobsite Safety

Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. Contractor shall provide at its expense all safeguards, safety devices, and protective equipment and shall take any and all actions appropriate to providing a safe jobsite.

G. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects or providing services.

H. Labor Law Compliance

Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor. Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

I. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by and in accordance with Labor Code Section 1815 et seq.

J. Permits/Licenses

Contractor shall be fully responsible for possessing or obtaining all permits/licenses, except as might be specifically outlined in other sections, from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

K. Prohibition Against Use of Child Labor

1. Contractor shall:

- a. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;
- b. Upon request by County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County;
- c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions; and
- d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor

conventions, Contractor shall immediately provide an alternative, compliant source of supply.

2. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate termination of this Contract for default.

L. Public Convenience

Contractor shall so conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

M. Public Safety

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

N. Quality of Work

Contractor shall provide the County high and consistent quality work under this Contract and which is at least equivalent to which Contractor provides to all other clients it serves. All work shall be executed by experienced and well-trained workers. All work shall be under supervision of a well-qualified supervisor. Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

O. Quantities of Work

Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by Contractor in responding to County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by County.

P. Safety Requirements

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

Q. Storage of Material and Equipment

Contractor shall not store material or equipment at the jobsite, except as might be specifically authorized by this Contract. County will not be liable or responsible for any damage, by whatever means, or for the theft of Contractor's material or equipment from any jobsite.

R. Transportation

County will not provide transportation to and from the jobsite and will not provide travel around the limits of the jobsite.

S. Work Area Controls

1. Contractor shall comply with all applicable laws and regulations. Contractor shall maintain work area in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Contract Manager's approval.
2. Contractor shall be responsible for the security of any and all of Public Works/County facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.



## SECTION 5

### INDEMNIFICATION AND INSURANCE REQUIREMENTS

#### A. Independent Contractor Status

1. This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
2. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
3. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

#### B. Indemnification

Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract, including, but not limited to, claims or damages for property damage, personal injury, death, claims, or damages under the Comprehensive Environmental Response, Compensation, and Liability Act, the California Health & Safety Code or pursuant to any Federal, State, or local environmental law, regulation or mandate, administrative or judicial. Contractor shall not be obligated to indemnify County for the active negligence of County.

#### C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless County, its Board, Special Districts, officers,

employees, and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of Contractor, its subcontractors or County, attributable to any alleged act or omission of Contractor and/or its subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County and during the term of this Contract, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County. Such coverage shall be provided and maintained at Contractor's own expense.
2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:
  - a. Specifically identify this Contract;
  - b. Clearly evidence all coverage required in this Contract;
  - c. Contain the express condition that County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;
  - d. Include copies of the additional insured endorsement to the commercial general liability policies, adding County, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Contract; and
  - e. Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply

to County, or require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3. Insurer Financial Rating: Insurance is to be provided by an insurance company acceptable to County with an A. M. Best rating of not less than A:VII, unless otherwise approved by County.
4. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.
5. Notification of Incidents, Claims, or Suits: Contractor shall report to County's Contract Manager:
  - a. Any accident or incident relating to work performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
  - b. Any third-party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract.
  - c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the Contract Manager.
  - d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Contract.

**E. Compensation for County Costs**

In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors

Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

1. Contractor providing evidence of insurance covering the activities of subcontractor; or
2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following. (Can be met by a combination of primary and excess insurance coverage):
  - a. General Aggregate: \$2 million
  - b. Products/Completed Operations Aggregate: \$1 million
  - c. Personal and Advertising Injury: \$1 million
  - d. Each Occurrence: \$1 million
2. Automobile Liability insurance, (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage).
  - a. Seating capacity of 16 passengers or more (including driver) \$5 million.
  - b. Seating capacity of 15 passengers or less (including driver) \$1.5 million.
  - c. Taxicabs as defined by Vehicle Code, Section 27908, a minimum of \$100,000 per person, \$300,000 per occurrence, and \$50,000 property damage or a combined single-limit of \$300,000.

A certificate evidencing such insurance coverage and an endorsement naming County as additional insured there under, shall be filed with Director prior to Contractor providing Service hereunder.

3. Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

- a. Each Accident: \$1 million
- b. Disease - policy limit: \$1 million
- c. Disease - each employee: \$1 million

As a condition precedent to its performance pursuant to this Contract, Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

## SECTION 6

### CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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

B. Chapter 2.202 of County Code

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

C. Nonresponsible Contractor

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

D. Contractor Hearing Board

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

regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
4. If a contractor has been debarred for a period longer than five years, that contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
5. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
6. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

E. Subcontractors of Contractor

Contractor shall not subcontract Service to any other company.

## SECTION 7

### COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

#### A. Jury Service Program

This Contract is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

#### B. Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the



Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

4. Contractor's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## SECTION 8

### SAFELY SURRENDERED BABY LAW PROGRAM

A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

B. Notice to Employees Regarding the Safely Surrendered Baby Law

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

## SECTION 9

### LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
  - 1. Pay to County any difference between this Contract amount and what County's costs would have been if this Contract had been properly awarded;
  - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of this Contract; and
  - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply if Contractor is no longer eligible for certification as a result of a change of its status and Contractor failed to notify the State and County's Office of Affirmative Action Compliance of this information.



Department of the Treasury  
Internal Revenue Service

**Notice 1015**

(Rev. December 2006)

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

**What Is the EIC?**

The EIC is a refundable tax credit for certain workers.

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

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

**Note.** You are encouraged to notify each employee whose wages for 2006 are less than \$38,348 that he or she may be eligible for the EIC.

**How and When Must I Notify My Employees?**

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2007.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at [www.irs.gov](http://www.irs.gov) or by calling 1-800-829-3676.

**How Will My Employees Know If They Can Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2006 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

**How Do My Employees Claim the EIC?**

Eligible employees claim the EIC on their 2006 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2006 and owes no tax but is eligible for a credit of \$824, he or she must file a 2006 tax return to get the \$824 refund.

**How Do My Employees Get Advance EIC Payments?**

Eligible employees who expect to have a qualifying child for 2007 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

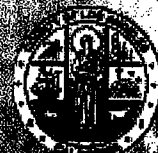
Notice 1015 (Rev. 12-2006)  
Cat. No. 205591

# No shame. No blame. No names.

Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.



In Los Angeles County:  
1-877-BABY SAFE  
1-877-222-9723  
[www.babysafeia.org](http://www.babysafeia.org)



Los Angeles County Department of Health  
Health Services Administration  
Public Health Services Division  
Newborn Safe Haven Program  
1001 North Main Street, 10th Floor  
Los Angeles, CA 90012

Let's make it safe to give up your newborn.  
We'll keep your name and your baby's name private.  
Yvonne L. Smith, Director, Supervisor, Second District  
Linda A. Smith, Supervisor, Third District  
Michelle L. Smith, Supervisor, Fourth District  
Michelle L. Smith, Supervisor, Fifth District

Los Angeles County Department of Health, Los Angeles, CA and the City of Los Angeles, Los Angeles, CA

**What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

**How does it work?**

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

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

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

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

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

**Does the parent have to call before bringing in the baby?**

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

**Does a parent have to tell anything to the people taking the baby?**

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

**What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

**What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

**Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

**A baby's story**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

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*It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.*

# Sin pena. Sin culpa. Sin peligro.

Los recién nacidos pueden ser salvados  
en forma segura en la sala de emergencia de  
cualquier hospital o en un cuartel de bomberos  
del Condado de Los Angeles.



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

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



Agencia de Salud Pública del Condado de Los Angeles  
Departamento de Salud Pública  
Oficina de Asesoría y Apoyo

Dirección: 1201 N. Hollywood Blvd., Suite 200  
Hollywood, CA 91602-3000  
Teléfono: (818) 475-1000

Consejo de Asesoría de la Comunidad de Los Angeles

Yvonne L. Smith, Supervisora de Salud Pública

Dr. David A. Satcher, M.D., M.P.H.

Miriam L. Smith, Supervisora de Salud Pública

Miriam L. Smith, Supervisora de Salud Pública

**¿Qué es la Ley de Entrega de Bebés Sin Peligro?**

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

**¿Cómo funciona?**

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

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

Los padres que cambian de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

**¿Sólo los padres podrán llevar al recién nacido?**

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

**¿Los padres deben llamar antes de llevar al bebé?**

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

**¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?**

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

**¿Qué ocurrirá con el bebé?**

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

**¿Qué pasará con el padre/madre?**

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

**¿Por qué California hace esto?**

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

**Historia de un bebé**

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

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**Cada recién nacido merece una  
oportunidad de tener una vida saludable.  
Si alguien que usted conoce está pensando  
en abandonar a un recién nacido, infórmele  
qué otras opciones tiene.**

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*Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.*



**EXHIBIT E****HISTORICAL EQUIPMENT USAGE BY BUS TYPE**

Data on usage of charter bus transportation services by the County for the past three fiscal years is included below. Actual usage may vary considerably. Contractors will be paid on the basis of actual usage. There is no guarantee as to the number of buses that will be used during the term of this Contract.

<b>Bus Type</b>	<b>Fiscal Year 2003/04</b>	<b>Fiscal Year 2004/05</b>	<b>Fiscal Year 2005/06</b>
Coaches	108	114	106
ADA Compliant Coaches	7	7	7
School Buses	44	43	43
ADA Compliant School Buses	2	2	2

P:\aspub\CONTRACT\Mark\SPECIAL EVENTS BUS\2007\Exhibit E-Historical Equipment Usage

## **EXHIBIT F**

### **EVIDENCE OF INSURANCE PROGRAM**

Contractor shall submit to County evidence of satisfactory insurance programs and vehicle(s) information as required below:

1. Certificate of insurance which specifically identifies this Contract and which includes, but not be limited to, the following:
  - a. Full name of the insurer.
  - b. Name and address of the insured and, if Service is provided in whole or in part by taxicabs, the taxicabs' operator's name.
  - c. Insurance policy number.
  - d. Type(s) and limit(s) of liability coverage.
  - e. Certificate issue date.
  - f. Certificate expiration date.
  - g. Condition that the insurer shall notify County in writing at least 45 days prior to any modification or cancellation or termination of any insurance program. Statements to the effect that the issuing company will "endeavor to mail notice" or "intends to notify" are not acceptable.
  - h. Signature of an agent authorized to do business with the insurer.
2. The following information for each of the insured vehicle(s):
  - a. Vehicle make.
  - b. Vehicle model.
  - c. Vehicle year.
  - d. Vehicle license number.
  - e. Vehicle identification number.
  - f. Vehicle seating capacity.

## CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM

### 1. Substance Abuse Testing

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

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

- a. Promulgate and distribute to all personnel a written policy statement prohibiting servicing or operating service vehicles while under the influence of alcohol, controlled substances, or any medication which impairs judgment or physical ability

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

- b. Institute a comprehensive program for substance abuse testing for all personnel entailing urinalysis and/or blood tests.

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

Urine and/or blood samples shall be taken as part of the pre-employment physical examination process and shall be subjected to recognized testing procedures employed by duly licensed clinical laboratory technicians to determine the presence of alcohol and/or any controlled substance as that term is used in the Health and Safety Code, Section 11054, including, but not limited to, marijuana and its derivatives, opium and its derivatives, methaqualone, methamphetamine, lysergic acid diethylamide, psilocybin, or mescaline. Evidence of controlled substance presence in urine or blood of any job applicant shall require denial of the job application. Evidence of a blood alcohol level at the time of testing of greater than 0.08 percent shall likewise require denial of the job application.

If Contractor at any time during the period of this Contract uses or contemplates usage of independent contractors' or subcontractors' employees to service or operate the Service vehicles, the individuals who would perform such functions under such contractual arrangement shall be tested in the fashion described hereinabove and shall be prohibited from performing said functions upon testing "positive" for controlled substance use or blood alcohol concentration in excess of 0.08 percent.

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

Contractor shall make the necessary arrangements for and require substance abuse testing of all personnel, independent contractors' or subcontractors' employees

involved in a traffic accident while operating a Service vehicle within as short a time as possible following the accident and in no event to exceed three hours thereafter.

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

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

All persons testing "positive" for controlled substance abuse or showing blood-alcohol concentration in excess of 0.08 percent shall be immediately suspended from servicing or operating Service vehicles pending review pursuant to the review procedure set forth herein below. In the absence of an overruling of the suspension pursuant to the review procedure, Contractor shall permanently prohibit these individuals from servicing or operating Service vehicles pursuant to this Contract.

All persons whose tests indicate a blood-alcohol concentration greater than 0.00 percent but less than 0.08 percent or show the presence of a medication known on occasion to cause drowsiness, impairment of judgment, and/or impairment of coordination, and other physical abilities shall be immediately suspended from servicing or operating a Service vehicle for a period of twenty-four hours. These individuals shall be given oral explanation and warning confirmed in writing and noted in the personnel file with respect to the potential safety hazard posed by the involved substance.

3) Nondiscretionary, random substance abuse testing

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

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

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

The testing shall be as to controlled substance abuse and/or blood-alcohol concentration as set forth in Subsection 1.b.1. Upon evidence of a blood-alcohol level in excess of 0.08 percent or of the presence of any controlled substance in any tested individual, Contractor shall immediately suspend that individual from servicing or operating a Service vehicle pursuant to this Contract.

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

4) Double Testing

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

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

5) Notification of suspension and intent to prohibit servicing or operating vehicles or performance of function with potential impact upon public safety

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

c. Institute a review procedure

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

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

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

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

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

The rules of evidence need not be applied. The fact of substance abuse will be presumed from the results of the substance test. Anticipated as the factual basis for rebutting that

presumption would be a contrary test result obtained by the individual voluntarily in a relevant time frame from a competent disinterested laboratory.

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

The Board has absolute discretion to question of extenuating circumstances.

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

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

2. Confidentiality

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

3. Liability

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

P:\aspub\CONTRACT\Mark\SPECIAL EVENTS BUS\2007\Exhibit G-Testing Program

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

Contractor: \_\_\_\_\_ Reporting Period: \_\_\_\_\_

Contract No. \_\_\_\_\_ Service \_\_\_\_\_

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

**FAX to:** (626) 979-5359

or

**MAIL to:** Los Angeles County Department of Public Works  
Attention Transit Operations Section  
P.O. Box 1460  
Alhambra, CA 91802-1460

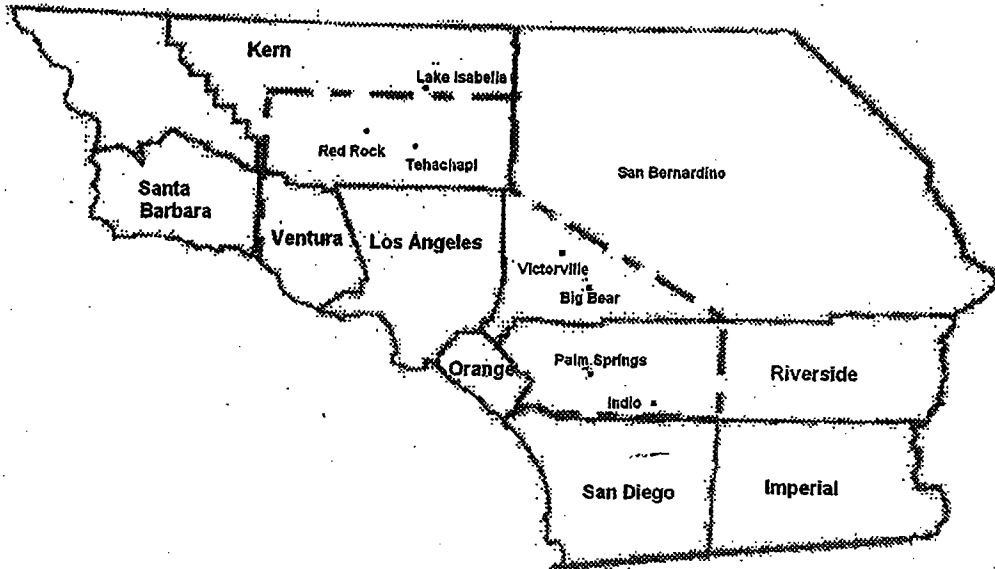
<b>I. <u>RANDOM TESTING</u></b>	<b><u>DRIVERS</u></b>	<b><u>MECH.</u></b>	<b><u>OTHER</u></b>	<b><u>TOTAL</u></b>
a. Number of drivers and mechanics assigned to project this quarter.	_____	_____	_____	_____
b. Number of random test (25% minimum)	_____	_____	_____	_____
c. Number of positive tests results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

Prepared By: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT H

### ELIGIBLE RECREATIONAL TRANSIT SERVICE AREA



Recreational transit area eligible for full Proposition A and C funding.



Recreational transit available for proposition A and C funding on a proportional share basis.





## LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS SPECIAL EVENT TRANSPORTATION CONFIRMATION FORM

To: \_\_\_\_\_ (Vendor) From: \_\_\_\_\_

This confirms an order placed with your firm by this office for bus transportation as detailed below. On the day of trip you are required to notify us twice by telephone at (888) 524-6287; at least 1 ½ hours before pickup time when the bus leaves or is about to leave the yard, and when the bus makes contact with group. Please sign and return this confirmation via fax to (626) 979-5313 to acknowledge to provide this trip.

Supervisory District \_\_\_\_\_

Supervisor's Staff \_\_\_\_\_

Trip Date \_\_\_\_\_

No. Buses \_\_\_\_\_ Type \_\_\_\_\_

No. of Participants \_\_\_\_\_

Group to Pay: \_\_\_\_\_

Group/Organization \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Pick-up Time \_\_\_\_\_

Return to Pick-up Location \_\_\_\_\_

Pick-up Location(s) \_\_\_\_\_

Map Ref

1 \_\_\_\_\_

2 \_\_\_\_\_

3 \_\_\_\_\_

Destination

Destination

Map Ref

1 \_\_\_\_\_

2 \_\_\_\_\_

3 \_\_\_\_\_

Comments/Instructions:

Proposition A -  
Authorization \_\_\_\_\_

Received Written \_\_\_\_\_

Confirmation from \_\_\_\_\_  
Vendor

Verified with Group \_\_\_\_\_

Contact Person on \_\_\_\_\_

Vendor Signature \_\_\_\_\_ Date Signed: \_\_\_\_\_

## **TRANSIT SECURITY PLAN**

### **Homeland Security Presidential Directive-3**

For Immediate Release  
Office of the Press Secretary  
March 12, 2002

#### **Purpose**

The Nation requires a Homeland Security Advisory System to provide a comprehensive and effective means to disseminate information regarding the risk of terrorist acts to Federal, State, and local authorities and to the American people. Such a system would provide warnings in the form of a set of graduated "Threat Conditions" that would increase as the risk of the threat increases. At each Threat Condition, Federal departments and agencies would implement a corresponding set of "Protective Measures" to further reduce vulnerability or increase response capability during a period of heightened alert.

This system is intended to create a common vocabulary, context, and structure for an ongoing national discussion about the nature of the threats that confront the homeland and the appropriate measures that should be taken in response. It seeks to inform and facilitate decisions appropriate to different levels of government and to private citizens at home and at work.

#### **Homeland Security Advisory System**

The Homeland Security Advisory System shall be binding on the executive branch and suggested, although voluntary, to other levels of government and the private sector. There are five Threat Conditions, each identified by a description and corresponding color. From lowest to highest, the levels and colors are:

Low	=	Green;
Guarded	=	Blue;
Elevated	=	Yellow;
High	=	Orange;
Severe	=	Red.

The higher the Threat Condition, the greater the risk of a terrorist attack. Risk includes both the probability of an attack occurring and its potential gravity. Threat Conditions shall be assigned by the Attorney General in consultation with the Assistant to the President for Homeland Security. Except in exigent circumstances, the Attorney General shall seek the views of the appropriate Homeland Security Principals or their subordinates, and other parties as appropriate, on the Threat Condition to be assigned. Threat Conditions may be assigned for the entire Nation, or they may be set for a particular geographic area or industrial sector. Assigned Threat Conditions shall be reviewed at regular intervals to determine whether adjustments are warranted.

For facilities, personnel, and operations inside the territorial United States, all Federal departments, agencies, and offices other than military facilities shall conform their existing threat advisory systems to this system and henceforth administer their systems consistent with the determination of the Attorney General with regard to the Threat Condition in effect.

The assignment of a Threat Condition shall prompt the implementation of an appropriate set of Protective Measures. Protective Measures are the specific steps an organization shall take to reduce its vulnerability or increase its ability to respond during a period of heightened alert. The authority to craft and implement Protective Measures rests with the Federal departments and agencies. It is recognized that departments and agencies may have several preplanned sets of responses to a particular Threat Condition to facilitate a rapid, appropriate, and tailored response. Department and agency heads are responsible for developing their own Protective Measures and other antiterrorism or self-protection and continuity plans, and resourcing, rehearsing, documenting, and maintaining these plans. Likewise, they retain the authority to respond, as necessary, to risks, threats, incidents, or events at facilities within the specific jurisdiction of their department or agency, and, as authorized by law, to direct agencies and industries to implement their own Protective Measures. They shall continue to be responsible for taking all appropriate proactive steps to reduce the vulnerability of their personnel and facilities to terrorist attack. Federal department and agency heads shall submit an annual written report to the President, through the Assistant to the President for Homeland Security, describing the steps they have taken to develop and implement appropriate Protective Measures for each Threat Condition. Governors, mayors, and the leaders of other organizations are encouraged to conduct a similar review of their organizations' Protective Measures.

The decision whether to publicly announce Threat Conditions shall be made on a case-by-case basis by the Attorney General in consultation with the Assistant to the President for Homeland Security. Every effort shall be made to share as much information regarding the threat as possible, consistent with the safety of the Nation. The Attorney General shall ensure, consistent with the safety of the Nation, that State and local government officials and law enforcement authorities are provided the most relevant and timely information. The Attorney General shall be responsible for identifying any other information developed in the threat assessment process that would be useful to State and local officials and others and conveying it to them as permitted consistent with the constraints of classification. The Attorney General shall establish a process and a system for conveying relevant information to Federal, State, and local government officials, law enforcement authorities, and the private sector expeditiously.

The Director of Central Intelligence and the Attorney General shall ensure that a continuous and timely flow of integrated threat assessments and reports is provided to the President, the Vice President, Assistant to the President and Chief of Staff, the Assistant to the President for Homeland Security, and the Assistant to the President for National Security Affairs. Whenever possible and practicable, these integrated threat assessments and reports shall be reviewed and commented upon by the wider interagency community.

A decision on which Threat Condition to assign shall integrate a variety of considerations. This integration will rely on qualitative assessment, not quantitative calculation. Higher Threat Conditions indicate greater risk of a terrorist act, with risk including both probability and gravity. Despite best efforts, there can be no guarantee that, at any given Threat Condition, a terrorist attack will not occur. An initial and important factor is the quality of the threat information itself. The evaluation of this threat information shall include, but not be limited to, the following factors:

1. To what degree is the threat information credible?
2. To what degree is the threat information corroborated?
3. To what degree is the threat specific and/or imminent?
4. How grave are the potential consequences of the threat?

### **Threat Conditions and Associated Protective Measures**

The world has changed since September 11, 2001. We remain a Nation at risk to terrorist attacks and will remain at risk for the foreseeable future. At all Threat Conditions, we must remain vigilant, prepared, and ready to deter terrorist attacks. The following Threat Conditions each represent an increasing risk of terrorist attacks. Beneath each Threat Condition are some suggested Protective Measures, recognizing that the heads of Federal departments and agencies are responsible for developing and implementing appropriate agency-specific Protective Measures:

1. **Low Condition (Green).** This condition is declared when there is a low risk of terrorist attacks. Federal departments and agencies should consider the following general measures in addition to the agency-specific Protective Measures they develop and implement:
  - a. Refining and exercising as appropriate preplanned Protective Measures;
  - b. Ensuring personnel receive proper training on the Homeland Security Advisory System and specific preplanned department or agency Protective Measures; and
  - c. Institutionalizing a process to assure that all facilities and regulated sectors are regularly assessed for vulnerabilities to terrorist attacks, and all reasonable measures are taken to mitigate these vulnerabilities.
2. **Guarded Condition (Blue).** This condition is declared when there is a general risk of terrorist attacks. In addition to the Protective Measures taken in the previous Threat Condition, Federal departments and agencies should consider the following general measures in addition to the agency-specific Protective Measures that they will develop and implement:
  - a. Checking communications with designated emergency response or command locations;

- b. Reviewing and updating emergency response procedures; and
  - c. Providing the public with any information that would strengthen its ability to act appropriately.
3. **Elevated Condition (Yellow).** An Elevated Condition is declared when there is a significant risk of terrorist attacks. In addition to the Protective Measures taken in the previous Threat Conditions, Federal departments and agencies should consider the following general measures in addition to the Protective Measures that they will develop and implement:
- a. Increasing surveillance of critical locations;
  - b. Coordinating emergency plans as appropriate with nearby jurisdictions;
  - c. Assessing whether the precise characteristics of the threat require the further refinement of preplanned Protective Measures; and
  - d. Implementing, as appropriate, contingency and emergency response plans.
4. **High Condition (Orange).** A High Condition is declared when there is a high risk of terrorist attacks. In addition to the Protective Measures taken in the previous Threat Conditions, Federal departments and agencies should consider the following general measures in addition to the agency-specific Protective Measures that they will develop and implement:
- a. Coordinating necessary security efforts with Federal, State, and local law enforcement agencies or any National Guard or other appropriate armed forces organizations;
  - b. Taking additional precautions at public events and possibly considering alternative venues or even cancellation;
  - c. Preparing to execute contingency procedures, such as moving to an alternate site or dispersing their workforce; and
  - d. Restricting threatened facility access to essential personnel only.
5. **Severe Condition (Red).** A Severe Condition reflects a severe risk of terrorist attacks. Under most circumstances, the Protective Measures for a Severe Condition are not intended to be sustained for substantial periods of time. In addition to the Protective Measures in the previous Threat Conditions, Federal departments and agencies also should consider the following general measures in addition to the agency-specific Protective Measures that they will develop and implement:
- a. Increasing or redirecting personnel to address critical emergency needs;

- b. Assigning emergency response personnel and pre-positioning and mobilizing specially trained teams or resources;
- c. Monitoring, redirecting, or constraining transportation systems; and
- d. Closing public and government facilities.

**Comment and Review Periods**

The Attorney General, in consultation and coordination with the Assistant to the President for Homeland Security, shall, for 45 days from the date of this directive, seek the views of government officials at all levels and of public interest groups and the private sector on the proposed Homeland Security Advisory System.

One hundred thirty-five days from the date of this directive the Attorney General, after consultation and coordination with the Assistant to the President for Homeland Security, and having considered the views received during the comment period, shall recommend to the President in writing proposed refinements to the Homeland Security Advisory System.

### **Top 20 Security Program Action Items for Transit Agencies**

The following Action Items identify the most important elements that transit agencies should incorporate into their System Security Program Plans. These top 20 items are based on good security practices identified through FTA's Security Assessments and Technical Assistance provided to the largest transit agencies. Specific information on these elements may be found in FTA's Transit System Security Program Planning Guide. FTA is working with transit agencies to encourage them to incorporate these practices into their programs.

#### **Management and Accountability**

1. Written security program and emergency management plans are established.
2. The security and emergency management plans are updated to reflect anti-terrorist measures and any current threat conditions.
3. The security and emergency management plans are an integrated system program, including regional coordination with other agencies, security design criteria in procurements and organizational charts for incident command and management systems.
4. The security and emergency management plans are signed, endorsed and approved by top management.
5. The security and emergency management programs are assigned to a senior level manager.
6. Security responsibilities are defined and delegated from management through to the front line employees.
7. All operations and maintenance supervisors, forepersons, and managers are held accountable for security and emergency management issues under their control.

#### **Security Problem Identification**

8. A threat and vulnerability assessment resolution process is established and used.
9. Security sensitive intelligence information sharing is improved by joining InfraGuard, the FBI Regional Task Force, and the Surface Transportation Intelligence Sharing & Analysis Center (ISAC); security information is reported through the National Transit Database (NTD).

#### **Employee Selection**

10. Background investigations are conducted on all new front-line operations and maintenance employees (i.e., criminal history, motor vehicle records, credit history).

11. Criteria for background investigations are established.

**Training**

12. Security orientation or awareness materials are provided to all front-line employees.
13. Ongoing training programs on safety, security and emergency procedures by work area are provided.
14. Public awareness materials are developed and distributed on a system wide basis.

**Audits and Drills**

15. Periodic audits of security and emergency management policies and procedures are conducted.
16. Tabletop and functional drills are conducted at least once every six months and full-scale exercises, coordinated with regional emergency response providers, are performed at least annually.

**Document Control**

17. Access to documents of security critical systems and facilities are controlled.
18. Access to security sensitive documents is controlled.

**Access Control**

19. Background investigations are conducted of contractors or others who require access to security critical facilities, and ID badges are used for all visitors, employees and contractors to control access to key critical facilities.

**Homeland Security**

20. Protocols have been established to respond to the Office of Homeland Security Threat Advisory Levels.



**TRANSIT SECURITY PLAN**

To be provided by Contractor