



# 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

IN REPLY PLEASE  
REFER TO FILE: **AS-0**

December 19, 2007

### NOTICE OF REQUEST FOR PROPOSALS FOR SUMMER BEACH BUS SERVICES (2008-AN005)

PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Summer Beach Bus Services (2008-AN005). If not enclosed with this letter, the Request for Proposals (RFP) 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/summerbchbus.pdf> or from Ms. Tami Maldonado at (626) 458-4080, Monday through Thursday, 7 a.m. to 5 p.m.

Each Service Route will be awarded and evaluated independently.

Service Route Nos.	Name of Route	Estimated Annual Contract Amount
Service Route 1	Altadena	\$30,000
Service Route 2	Antelope Valley	\$40,000
Service Route 3	Charter Oak	\$15,000
Service Route 8	Topanga Canyon	\$22,000

**Minimum Requirement(s):** Proposers must meet all minimum requirements set forth in the RFP document, including, but not limited to, Proposer must submit copies of the Proposer's, employees', and/or subcontractors' valid and active State of California Department of Motor Vehicles (DMV) Class B (with appropriate endorsements) driver's licenses and copies of valid and active DMV Medical Examination Certificates "Green Wallet Card" as well as any other required licenses or endorsements required by Federal, State, and local regulations or an affirmative statement that the Proposer shall provide these documents before the start of the proposed contract.

The Proposer shall submit the Maintenance Manager's valid and active National Institute for Automotive Service Excellence (ASE) Certification as a Medium/Heavy Truck Technician, School Bus Technician, or Transit Bus Technician, or an affirmative statement that the Proposer's Maintenance Manager will obtain one within 12 months

after the proposed contract start date or the Proposer will have a Maintenance Manager with the Certification within 12 months of the start of the proposed contract. The Proposer's Maintenance Manager shall maintain their ASE Certification throughout the term of the contract.

A Proposers' Conference will be held on **Monday, January 7, 2008, at 9 a.m.** at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room A. **ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY.** Public Works will **reject proposals from those whose attendance at the conference cannot be verified.** Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, it may be impossible to respond to further requests for information.

**The deadline to submit proposals is Wednesday, January 23, 2008, at 5:30 p.m.** Please direct your questions to Ms. Maldonado at the number above.



The conference facility complies with the Americans with Disabilities Act (ADA). With four business days' notice, Public Works will make all reasonable efforts to provide information in alternate formats and other accommodations for people with disabilities. For the ADA Coordinator, please call (626) 458-4081 or TDD at (626) 282-7829, Monday through Thursday, 7 a.m. to 5:30 p.m.

Very truly yours,

DONALD L. WOLFE  
Director of Public Works

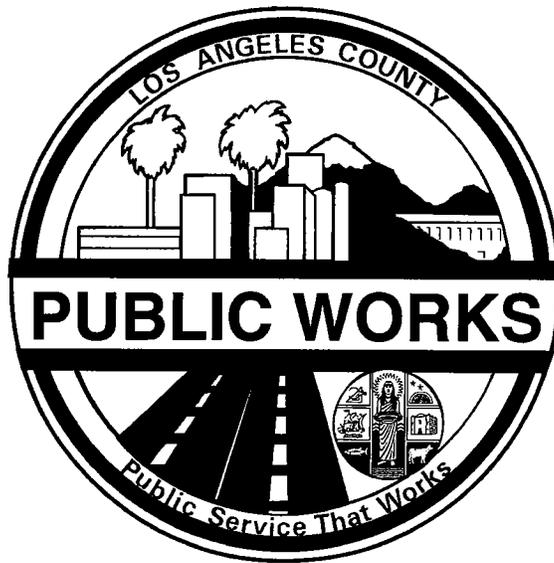
  
PATRICK V. DeCHELLIS  
Deputy Director

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Enc.

**COUNTY OF LOS ANGELES**  
**DEPARTMENT OF PUBLIC WORKS**  
**REQUEST FOR PROPOSALS**  
**FOR**  
**SUMMER BEACH BUS SERVICES (2008-AN005)**



Approved December 19, 2007  
Donald L. Wolfe  
Director of Public Works

By: Patricia V. DeLuca  
Deputy Director

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FOR  
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PART I

REQUEST FOR PROPOSALS

SECTION 1

INTRODUCTION

A. Proposers' Conference

Each Proposer or an authorized representative must attend a Proposers' Conference to be held at the place, date, and time announced in the Notice of Request for Proposals. **ALL INTERESTED PROPOSERS OR THEIR AUTHORIZED REPRESENTATIVE MUST ATTEND THIS CONFERENCE.** Proposals received from Proposers not signed in as attending this Conference will be rejected as nonresponsive. Proposers are encouraged to be prepared to ask questions concerning the Request for Proposals (RFP) contract requirements, specifications, terms, and conditions. For example, questions may address concerns, if any, that the application of minimum requirements, evaluation criteria, and/or business requirements would unfairly disadvantage proposers or, due to unclear instructions, may result in Public Works not receiving the best possible responses from proposers. Upon conclusion of the Proposers' Conference, Public Works will only provide further clarifications and/or answers concerning this solicitation through an addendum(s) to all who attended the Conference.

B. Contract Analyst

All contact regarding this RFP 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. Tami Maldonado  
P.O. Box 1460  
Alhambra, California 91802-1460

E-mail: [tmaldonado@dpw.lacounty.gov](mailto:tmaldonado@dpw.lacounty.gov)  
Telephone: (626) 458-4080  
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 Request for Proposals and above, regarding this solicitation, the County, in its sole determination, may disqualify their proposal from further consideration.

C. Proposal Requirements and Contract Specifications

1. Persons who wish to contract with the County may respond to this RFP by submitting a proposal 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 proposals are explained in Part I of this RFP.
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.
4. Dates and times of the Proposers' Conference and for the submission of proposals are set forth in the Notice of Request for Proposals.

D. Interpretation of Request for Proposals

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 RFP.

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. 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.

G. 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).

H. Jury Service Program

1. The resultant Contract from this RFP 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. Proposals 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.

I. 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).

J. 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 proposal/bid from any further consideration.

K. Transitional Job Opportunities Preference Program

In evaluating proposals, the County will give preference to businesses that are certified by the County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. A Certified Transitional Job Opportunity vendor is, and has been such for three years, an entity: that is a nonprofit organization recognized as tax exempt pursuant to section 501 (c) (3) of the Internal Revenue Services Code; set forth, under penalty of perjury, such information as requested by the County on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to Public Works with their proposal response to contracting solicitation for which they are competing; has been in services to program participants; and provided a profile of their program a description of their program components designed to assist program participants, number of past program participants, and any other information requested by Public Works. Transitional Job Opportunities vendors must request the preference in their solicitation responses (Form PW-13) and may not receive the preference until their certification has been affirmed by Public Works. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a vendor that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.

L. Local Small Business Enterprise Preference Program

1. In evaluating proposals, 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 Community Business Enterprise (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.co.la.ca.us/sbemain.html> 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>.

M. Displaced Transit Employee Program

In accordance with California Labor Code Sections 1070 through 1074, each Proposer shall declare in Form PW-14 whether or not the Proposer will retain the employees of the prior contractor or subcontractor for a period of not less than 90 days.

In accordance with California Labor Code Sections 1070 through 1747, in evaluating the proposals, the County will give a 10 percent preference (as more fully described at Section 4.D.6 of this RFP) to any proposer who declares on Form PW-14 that the Proposer will retain the employees of the prior contractor or subcontractor for a period of not less than 90 days.

If successful proposer has declared in Form PW-14 that the Proposer will retain employees of the prior contractor or subcontractor for a period of not less than 90 days, the Proposer shall retain employees who have been employed by the prior contractor or subcontractors, except for reasonable and substantiated cause as specified in California Labor Code Section 1072(c)(2). That cause is limited to the particular employee's performance or conduct while working under the prior contract or the employee's failure of any controlled substances and alcohol test, physical examination, criminal background check required by law as a condition of employment, or other standard hiring qualification lawfully required by the Contractor and/or subcontractor.

In accordance with California Labor Code Section 1072(c)(3), the successful proposer shall make a written offer of employment to each employee to be rehired. That offer shall state the time within which the employee must accept that offer, but in no case less than 10 days. California Labor Code 1072(c)(3) does not require the successor contractor or subcontractor to pay the same wages or offer the same benefits provided by the prior contractor or subcontractor.

## SECTION 2

### PROPOSAL PREPARATION AND SUBMISSION

#### A. Proposal Format and Content Requirements

Proposals 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 Proposal as nonresponsive:

1. Title Page

The Title page shall show the Proposer's name, project 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 Proposal.

3. Letter of Transmittal

The Letter of Transmittal shall be signed by a person legally authorized to enter into the Contract for the Proposer. 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 shall describe/include, 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); and
- 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. Due to the critical role

of the positions of the Proposer, Program Manager, and Maintenance Manager, it is required that these individuals be identified and their resumes be included in the Proposer's response to this RFP.

5. Work Plan

Evaluation and scoring of the Proposer's detailed Work Plan will be based on the extent to which it demonstrates that the Proposer is likely to fulfill the tasks and requirements as set forth in Exhibit A, demonstrates creativity and innovation that exceeds the minimum requirements of the Scope of Work, renders timely and responsive service to Public Works, and exceeds a workmanlike and/or professional 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, 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, subcontracting, recruitment and replacement, supervision, supplies, equipment, uniforms, identification badges, safety, communications, quality control. Proposer shall discuss how and where maintenance shall be performed and the provisions for storage and fueling.

a. Service Project Plan and Staffing Plan

The Proposer shall provide a plan in his/her proposal that describes in detail the performance and function of all supervisory personnel and other key personnel. An essential component of this plan should be a list of positions necessary to support the service, including, but not limited to, Program Manager, Maintenance Manager, mechanics, dispatchers, supervisors, Data Manager, vehicle operators, and other staff as appropriate. The staffing plan shall discuss having at least one road supervisor fully dedicated to the service.

The Proposer shall also provide a plan in the proposal that describes all supervisory tasks and requirements necessary for the project, including schedule adherence checks, complaint investigation and response, report writing, and training. This plan shall include a list of all positions necessary to meet these requirements and the percentage of time each position will be devoted to each task. If personnel are shared between the various County and non-County projects, this plan shall include a list of all positions for each project, the percentage of time each person is assigned to each project, and the revenue service hours of each project.

b. Equipment

The Proposer shall discuss in the proposal how the Proposer's configuration and equipment is in compliance with Section E, Equipment of the Scope of Work, Exhibit A, regarding communication equipment.

c. Storage and Maintenance Facilities

The Proposer shall discuss in the proposal how the configuration of the Proposer's maintenance facility or the maintenance facility to be used by the Proposer complies with Section F, Storage and Maintenance Facilities of the Scope of Work, Exhibit A.

d. ADA-Compliance

For Service Route 8 (Topanga Canyon), the Proposer shall discuss in the proposal how the Proposer can provide ADA-compliant vehicles and, in case of a breakdown, respond with an ADA-compliant vehicle within 30 minutes.

For Service Route 1 (Altadena), Service Route 2 (Antelope Valley), and Service Route 3 (Charter Oak), the Proposer shall discuss in the proposal how the Proposer can provide ADA-compliant vehicles, when requested by the Contract Manager with a two-day advance notice, and how the Proposer can respond with ADA-compliant vehicles within 30 minutes of a breakdown of ADA-compliant vehicles.

If needed, the Proposer can subcontract, substitute other ADA-compliant vehicles, or use multiple vehicles in order to meet the ADA-compliance requirements.

e. California Highway Patrol (CHP) Annual Inspections

Proposer shall submit fully signed (CHP and Proposer) copies of their prior three 13-month period "Safety Compliance Report/Terminal Record Update" and reinspection reports.

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, the 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 proposal 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 Proposal must indicate the Proposer's inspection schedules, a methodology to correct deficiencies, level of supervision, and how the inspections are to be performed. The Proposal shall document the name, authority, relevant experience, and qualifications of the 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. Subcontractor

If subcontractors are to be used, submit a description of their proposed assignments, qualifications, experience, staffing, and schedules.

8. Equipment (Proposer-Provided Vehicles)

Evaluation and scoring of the Proposer's vehicles will be based on the evaluation criteria contained in Part I, Section 4.D, Evaluation Criteria. The Proposer shall provide a plan that describes how the Proposer's configuration and equipment are in compliance with Exhibit A, Scope of Work, Section E, Equipment, for the Proposer-provided transit vehicles. The Proposer shall provide a plan describing how all vehicles to be provided by the Proposer shall meet the specifications listed in Exhibit G, Contractor Vehicle Specifications.

The Proposer-provided vehicles shall be in compliance with the requirements of the Americans with Disabilities Act (ADA) at all times for Service Route 8 (Topanga Canyon) and be in ADA compliance when requested by the Contract Manager for Service Route 1 (Altadena), Service Route 2 (Antelope Valley), and Service Route 3 (Charter Oak).

The Proposer will be given an advance notice of two business days for ADA-compliant vehicles that are requested by the Contract Manager. If needed, the Proposer can subcontract, substitute other ADA-compliant vehicles, or use multiple vehicles in order to meet the ADA-compliance requirements.

The California Air Resources Board (CARB) requires that any transit vehicle introduced into Service after January 1, 2006, be low emission alternative fueled or low emission gasoline-powered.

9. License and Certifications

Submit copies of the Proposer's, employees', and/or subcontractors' valid and active State of California Department of Motor Vehicles (DMV) Class B (with appropriate endorsements) driver's licenses and copies of valid and active DMV Medical Examination Certificates "Green Wallet Card" as well as any other required licenses or endorsements required by Federal, State, and local regulations or an affirmative statement that the Proposer shall provide those documents before the start of the Contract. The Proposer shall submit the Maintenance Manager's valid and active National Institute for Automotive Service Excellence (ASE) Certification as a Medium/Heavy Truck Technician, School Bus Technician, or Transit Bus Technician, or an affirmative statement that the Proposer's Maintenance Manager will obtain one within 12 months after the proposed contract start date or the Proposer will have a Maintenance Manager with the Certification within 12 months of the start of the proposed contract.

10. Insurance

Submit proof of current, valid insurance coverage that meets the requirements of the RFP 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 which are included in the RFP 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            Contractor's Industrial Safety Record;

- PW-4.1 Contractor'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 RFP Solicitation Requirements Review;
- PW-12 Charitable Contributions Certifications;
- PW-13 Transitional Job Opportunities Preference Application (Submit only if requesting preference.); and
- PW-14 Displaced Transit Employee Declaration.

(Proposer should note that any change, edit, deletion, etc., of these forms by the Proposer may subject the Proposer's Proposal 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 RFP 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 Contractor's Industrial Safety Record;
- PW-4.1 Contractor'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;
- PW-12 Charitable Contributions Certification; and
- PW-14 Displaced Transit Employee Declaration.

13. Fuel Adjustment

Proposer must indicate whether, at the time of proposal submission, it purchases its fuel via a long-term agreement or at market price.

14. Additional Information

Additional information that is not presented elsewhere and is essential to a fair evaluation must appear in the last Section of the Proposal 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. Proposal Submission

1. Proposals shall be submitted with four complete sets (one original and three copies) of the Proposal and any related information. Proposals received after the closing date and time specified in the Notice of Request for Proposals will be rejected by Public Works as nonresponsive.
2. Submit Proposals 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 RFP. Proposals are received only when accepted and time stamped by the Cashier. All other indications of apparent timely delivery may be disregarded.
3. It is the responsibility of the Proposer to instruct delivery services, such as United Parcel Service and Federal Express, to deliver Proposals directly to the Cashier. Proposals submitted via facsimile or e-mail will not be accepted.
4. Proposals 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 Proposal submission deadline. Delayed and missed deadlines for submission of proposals not

delivered in strict compliance with this RFP shall be the sole responsibility of the Proposer, not of the County, Public Works, or any Special District.

## SECTION 3

### GENERAL CONDITIONS OF REQUEST FOR PROPOSALS

A. Knowledge of Work to be Done

By submitting a Proposal, Proposers shall be held to have carefully read this RFP, all attachments, and exhibits; satisfied themselves before the delivery of their Proposal 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 RFP, 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 this Proposal 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 Proposal in accordance therewith. If Proposer's Proposal is accepted, the Proposer will enter into a written contract with the County for the performance of the proposed work and will accept payment based on the prices shown in Form PW-2, Schedule of Prices, as full compensation for work performed. It is understood and agreed that the quantities set forth in Form PW-2, Schedule of Prices and this RFP are only estimates, and the unit prices will apply to the actual quantities, whatever they may be.

B. Withdrawal of Proposals

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

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 Proposal irregular and may cause its rejection as nonresponsive.

D. Term of Proposals

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

E. Acceptance or Rejection of Proposals

The right is reserved to reject any or all Proposals 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 Proposal.

Proposals 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 Proposal may be rejected as unauthorized and nonresponsive.

No Proposal will be considered unless the Proposer submits a Proposal for all requested items. If the solicitation document requests multiple quotations, no Proposal 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 Proposal on the basis of nonresponsiveness and/or nonresponsibility.

G. Proposer's Safety Record

A review of the Proposer's safety record will be made before the award. Proposers are required to submit this information, with their Proposal, on the Contractor's Industrial Safety Record form provided. Nonsubmission or an adverse finding as to the Proposer's safety record may be cause for rejection of the Proposal on the basis of nonresponsiveness and/or nonresponsibility.

H. Wages, Materials, and Other Costs

It is the responsibility of the Proposer to calculate the Proposal 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 makes 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. Qualifications of Subcontractors

Proposers shall list all subcontractors to be used on the List of Subcontractors (Form PW-8). The use of subcontractors shall be subject to Public Works' approval. Subcontractors shall be properly licensed under the laws of the State of California for the type of work which they are to perform. Alternate subcontractors shall not be listed for the same work.

J. Opening of Proposals

Proposals will not be publicly opened.

K. Disqualification of Proposers

More than one Proposal 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 Proposal for the work contemplated may cause the rejection of all Proposals 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 proposals or future proposals on the basis of nonresponsiveness and/or nonresponsibility.

L. Proposal 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 calculated, the corrected total will be considered as representing the Proposer's intentions.

M. Notice to Proposers Regarding the Public Records Act

1. All proposals in response to the solicitation document will become the exclusive property of the County. At such time as County recommends the award of the contract to the Board and that letter appears on the Board's agenda, all proposals will become a matter of public record and will be regarded as public records, except those parts of each proposal which are defined by the Proposer as business or trade secrets, plainly marked as "trade secret," "confidential," or "proprietary." 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. A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of exception. The Proposer must

specifically label only those provisions of the proposal, which are "trade secrets," "confidential," or "proprietary" in nature.

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," Proposer 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.

N. 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 RFP shall be in full compliance with Chapter 2.160 of the Los Angeles County Code. The Proposer's signature on the Proposal 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 Proposal on the basis of nonresponsiveness and/or nonresponsibility (Attachment 3).

O. 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.

P. 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; (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; (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.

Q. 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.

R. 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 PROPOSALS; 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 proposal, the terms of any resultant agreement, and to determine which proposal 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 Proposals

1. All responses to this RFP become the property of the County. Upon evaluation of Proposals 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 Proposals. The proposed Contract 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 jobs.
5. The County, in its sole discretion, may elect to waive any error in the form of a proposal or any other disparity, if, as a whole, the proposal substantially complies with the RFP's requirements.
6. The County may utilize the services of appropriate experts to assist in the evaluation process.
7. The County will evaluate and award each area separately.

#### C. Initial Review

Proposals will first be reviewed on a Pass/Fail basis. Proposals 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 Requirements.
2. Proposer and any subcontractors have met the GAIN/GROW requirements (Form PW-10).

3. Proposer and any subcontractors have completed and submitted the Charitable Contributions Certification (Form PW-12).
4. Proposer and any subcontractors have 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 and subcontractors, if any, have completed and signed all appropriate forms, and Proposer has completed and signed Form PW-2, Schedule of Prices.
6. Proposer has submitted copies of Proposer's, employees', and/or subcontractor's valid and active State of California DMV Class B (with appropriate endorsements) driver's licenses and copies of valid and active DMV Medical Examination Certificates "Green Wallet Card" as well as any other required licenses or endorsements required by Federal, State, and local regulations or an affirmative statement that the Proposer shall provide these documents before the start of the proposed contract.

**Proposers who do not possess and/or have listed subcontractors who do not possess, the required licenses at the proposal deadline date will be immediately disqualified as nonresponsive.**

7. The Proposer shall submit the Maintenance Manager's valid and active National Institute for Automotive Service Excellence (ASE) Certification as a Medium/Heavy Truck Technician, School Bus Technician, or Transit Bus Technician, or an affirmative statement that the Proposer's Maintenance Manager will obtain one within 12 months after the proposed contract start date or the Proposer will have a Maintenance Manager with the Certification within 12 months of the start of the proposed contract. The Proposer's Maintenance Manager shall maintain their ASE Certification throughout the term of the contract.

**Proposers who do not possess and/or have listed subcontractors who do not possess, the required licenses at the proposal deadline date will be immediately disqualified as nonresponsive.**

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 reinspection, the Proposer will have failed this criteria.

9. 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 as presented in Form PW-4.1.
10. Proposer is signed in as attending the Proposers' Conference.
11. Proposal was time stamped by the Cashier prior to the deadline for submission of the Proposal.

D. Evaluation Criteria

Proposals passing the first step will be evaluated based on the following criteria:

1. Proposed Price (65 points)

Proposals and price quotations may be submitted for any and/or all of the areas listed under Service Route 1 through Service Route 3 and Service Route 8. Proposers will be considered for award of a contract for a Service Route, only if they have submitted a price quotation for the Service Route on the Schedule of Prices (Form PW-2). The proposed price should accurately reflect the Proposer's cost of providing the required services and any profit expected during the contract term. The lowest Total Proposed Annual Price quoted in the Schedule of Prices (Form PW-2) will be determined separately for each Service Route based on the Schedule of Prices (Form PW-2) as follows: The lowest proposed price for each Service Route will receive the full weight of this evaluated item (65 points). Other Proposals will receive a prorated score calculated as follows: divide the lowest Total Proposed Annual Price by each other Proposer's Total Proposed Annual Price and multiply the result by the maximum possible points for this evaluation criterion (65 points). The Proposal with the lowest Total Proposed Annual Price may not necessarily be awarded a contract.

- Should one or more of the proposers qualify for the Transitional Job Opportunities Preference (Form PW-13), the price component points will be determined as follows: Five percent of the lowest price proposed will be calculated, and that amount will be deducted from the prices submitted by all proposers who requested and were granted the Transitional Job Opportunities Preference. The Transitional Job Opportunities Preference will not reduce or change a proposer's payment, which will be based on the proposer's bid amount.

- Should one or more of the proposers qualify for the Local SBE Preference (Form PW-9), the price component points will be determined as follows: Five percent of the lowest price proposed will be calculated, which shall not exceed \$50,000, and that amount will be deducted from the prices submitted by all Local SBE Proposers who requested and were granted the Local SBE Preference. The Local SBE Preference will not reduce or change a proposer's payment, which will be based on the proposer's bid amount.

2. References (5 points)

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. In addition to the references provided, a review will include the County's Contract Database, if applicable, reflecting past performance history on County contracts, and an evaluation of any terminated contract(s). Significant unacceptable weakness in references may result in a low or zero score. 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 low or zero score for this evaluation category. A score of zero in this evaluation category is unacceptable and may result in rejection of the Proposal as nonresponsive.

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 proposal. 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.

3. Experience (10 points)

Proposer and its program manager must have a minimum of three years' experience performing the type of service solicited. In addition, the Proposer's on-site maintenance manager must have at least three years' experience in maintaining similar fleets of transit vehicles.

The evaluators may award a maximum of 10 points for the quality and quantity of experience of the Proposer, its key personnel, and subcontractors in providing the requested services to organizations. Greater weight will be given to services provided to agencies of similar size and nature. 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. The evaluators may consider the safety record of the Proposer and any subcontractors to ensure that they have provided services in a safe manner. Significant unacceptable weakness in quality or quantity of experience may result in a low or zero score. A score of zero in this evaluation category is unacceptable and may result in rejection of the Proposal as nonresponsive.

4. Work Plan (10 points)

Scoring of the Proposer's detailed Work Plan will be based on 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; demonstrates creativity and innovation that exceed the minimum requirements of the Scope of Work; responds to contingencies and emergencies; renders timely and responsive service to Public Works; 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, 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, subcontracting, recruitment and replacement, supervision, supplies, equipment, uniforms, identification badges, safety, communications, quality control. Proposer shall discuss how and where maintenance shall be performed and the provisions for storage and fueling.

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. If a subcontractor is to perform work under this Section, the Program must detail how that subcontractor will interface with the Proposer and comply with the Program.

Significant unacceptable weakness in any of the Work Plan subject areas may result in a low or zero score. A score of zero in this evaluation category is unacceptable and may result in rejection of the Proposal as nonresponsive.

5. Vehicles (Contractor-Provided Vehicles) (10 points)

The contractor shall provide Americans with Disabilities Act (ADA) compliant vehicle(s) at all times for Service Route 8 (Topanga Canyon)

and provide ADA-compliant vehicle(s) when requested by the Contract Manager for Service Route 1 (Altadena), Service Route 2 (Antelope Valley), and Service Route 3 (Charter Oak). The Proposer will be given an advance notice of two business days for ADA-compliant vehicles that are requested by the Contract Manager.

The California Air Resources Board requires that any transit vehicle introduced into Service after January 1, 2006, be low emission alternative fueled or low emission gasoline-powered.

Proposers shall specify each vehicle, its fuel type, whether it has air conditioning, and the Control Technology (if applicable) to be provided at start up as well as the vehicles, their fuel type, whether they have air conditioning, and Control Technology (if applicable) for each permanent vehicle. If diesel-powered vehicles are proposed, Proposer shall indicate whether or not they have been retrofitted, the date of the retrofit, or the date by which the retrofit shall be completed and the device installed.

The points awarded for Contractor-Provided Vehicles are as follows:

<b>Number of Points*</b>	<b>Model Year</b>	<b>Fuel Type &amp; Control Technology</b>
10	2007 or newer	Alternatively Fueled & Low Emission
9	2003-2006	Alternatively Fueled & Low Emission
8	2007 or newer	Diesel Powered
8	2003-2007	Gasoline-Powered
8	2003-2006	Diesel Powered, Retrofitted with Level 3 Device
7	1998-2002	Gasoline-Powered or Alternatively Fueled
7	2003-2006	Diesel Powered
7	1993-2002	Diesel Powered, Retrofitted with Best Available Control Technology and with a Re-flashed ECM
2	1998-2002	Diesel Powered
1	1993-1997	Diesel Powered
0	1992-older	Diesel Powered

\* Two points will be deducted from the above scoring for non-air conditioned buses and two points will be deducted for school buses. The lowest

possible score is zero points. If necessary, points will be averaged for any variation in the vehicles' model year, fuel type, and control technology.

For example, if the Contractor-Provided Vehicles consist of the following:

Number of Vehicles	Model Year	Fuel Type & Control Technology	Number of Points
1	2007 or newer	Alternatively Fueled & Low Emission	10
2	2003-2007	Gasoline-Powered	8 (for each Vehicle)
1	1998-2002	Diesel Powered	2

The number of points would then be added together to equal 28 points (10 + 8 + 8 + 2), which would then be averaged by taking the 28 points and dividing that by 4 (number of vehicles). The points that this proposer would receive for the vehicle portion of the evaluation would be 7 points.

Significant unacceptable weakness in any of the Vehicle subject areas may result in a low or zero score. A score of zero in this evaluation category is unacceptable and may result in rejection of the Proposal as nonresponsive.

6. Displaced Transit Employee Program (Bonus 10 points)

If Proposer declares on Form PW-14 that it will retain the employees of the prior contractor or subcontractor for a period of not less than 90 days pursuant to State Labor Code 1070 et. seq., and in accordance with State Labor Code 1072(b), 10 preference points will be added to the Proposer's score.

E. Optional Interview

The County may, at its option, invite one or more Proposers to make a presentation and/or participate in an interview before a final selection is made. Evaluation criteria for presentations and interviews are the same as those for written Proposals. A separate score will not be given for a presentation or interview, but the Proposer's performance may be considered as part of the overall evaluation. The evaluators may, in their sole discretion, limit the offer to give a presentation or interview, if any, to the two or more Proposers who receive the highest scores in a preliminary scoring of Proposals in accordance with the evaluation criteria set forth in this Part I, Section 4.D, Evaluation Criteria.

F. Additional Criteria

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

G. Negotiation

The County reserves the right to negotiate the terms, conditions, and price of the Proposal(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.

H. Award of Contract

The County reserves the right to award the contract to the highest rated Proposer for each Service Route based on the evaluation criteria outlined in Part I, Section 4.D, Evaluation Criteria, and whose Proposal provides the most beneficial program and price, with all other factors considered. The County reserves the right to award up to 4 contracts to proposers whose proposals are rated the highest per area based on the evaluation criteria outlined in Part I, Section 4.D, Evaluation Criteria. The awardee shall sign and return the agreement within 14 calendar days of its mailing to the awardee for signature by Public Works. The awardee shall submit copies of its proof of insurance coverage (and original performance bond, if required) 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 Proposal; 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 RFP 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 RFP.
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal.
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 proposal 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. Tami Maldonado  
900 South Fremont Avenue  
Alhambra, CA 91803  
Facsimile: (626) 458-4194

E. Disqualification Review

1. A proposal may be disqualified from consideration because Public Works determined it was a nonresponsive proposal at any time during the evaluation process. If Public Works determines that a proposal 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 proposal 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 Proposal should have been determined to be the highest-scored Proposal but was not because of one of the following reasons:
  - i. Public Works materially failed to follow procedures specified in the RFP. This includes:
    - (1) Failure to correctly apply the standards for reviewing the Proposal format requirements.
    - (2) Failure to correctly apply the standards and/or follow the prescribed methods for evaluating the Proposals specified in the RFP.
    - (3) Use of evaluation criteria that were different from the evaluation criteria disclosed in the RFP.

- ii. Public Works made identifiable mathematical or other errors in evaluating Proposals, 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.

P:\aspub\CONTRACT\Tami\Beach Bus\2007 Rebid 2\03 PART I-STANDARD.DOC

## **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	CONTRACTOR'S INDUSTRIAL SAFETY RECORD
PW-4.1	CONTRACTOR'S DRIVER SAFETY RECORD
PW-5	CONFLICT OF INTEREST CERTIFICATION
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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 RFP SOLICITATION REQUIREMENTS REVIEW
PW-12	CHARITABLE CONTRIBUTIONS CERTIFICATION
PW-13	TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION
PW-14	DISPLACED TRANSIT EMPLOYEE DECLARATION

## **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 and all representation contained in this proposal on my personal knowledge; <b>OR</b> <input type="checkbox"/> (b) I am making these representations all representation contained in this proposal based on information and belief that they are true.		
I declare under penalty of perjury under the laws of California that is true and correct.			
Signature of Proposer or Authorized Agent:			Date:
Type name and title:			

**SCHEDULE OF PRICES**

**FOR**

**SUMMER BEACH BUS SERVICE (2008-AN005)**

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

**If you do not wish to submit a price for a Service Route, place the letters N/A for that Service Route.**

**Service Route 1**

Service Route	Vehicles Specifications	Approximate Service Days	X	Daily Rate Per Vehicle*	=	Total Annual Proposed Price
Altadena Exhibit E.1	Exhibit G - Section II or IV	58				\$ _____

**Service Route 2**

Service Route	Vehicles Specifications	Approximate Service Days	X	Daily Rate Per Vehicle**	=	Total Annual Proposed Price
Antelope Valley Exhibit E.2	Exhibit G - Section III or IV	44				\$ _____

**Service Route 3**

Service Route	Vehicles Specifications	Approximate Service Days	X	Daily Rate Per Vehicle*	=	Total Annual Proposed Price
Charter Oak Exhibit E.3	Exhibit G - Section II or IV	44				\$ _____

**Service Route 8**

Service Route	Vehicles Specifications	Approximate Service Days	X	Daily Rate Per Vehicle*	=	Total Annual Proposed Price
Topanga Canyon Exhibit E.4	Exhibit G - Section I	61				\$ _____

\*(Shall provide up to 3 additional buses per route for any given day, for Service Routes 1,3, and 8, when requested by the Contract Manager, according to Exhibit A, Section D)

\*\* (Shall provide up to 4 additional buses per route for any given day, for Service Route 2, when requested by the Contract Manager, according to Exhibit A, Section D)

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

**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: Summer Beach Bus Services (2008-AN005)  
 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 Bus Revenue Service Miles, its total number of National Transit Database (NTD) reportable bus accidents and fires, and its total number of 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

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

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

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: Summer Beach Bus Services (2008-AN005)**

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

Authorized representative	
Signature	Date



**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. (Attach copy of Local SBE certification.)
<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.

Authorized Signature: _____	Title: _____	Date: _____
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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 REP 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**

---

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.

<b>CERTIFICATION</b>	<b>YES</b>	<b>NO</b>
----------------------	------------	-----------

<p>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.</p>	<p>( )</p>	<p>( )</p>
--	------------	------------

**OR**

<p>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.</p>	<p>( )</p>	<p>( )</p>
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Signature

---

Date

---

Name and Title (please type or print)

## TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME:		
COMPANY ADDRESS:		
CITY:	STATE:	ZIP CODE:

- I am not requesting consideration under the County's Transitional Job Opportunities Preference Program.

**I hereby certify that I meet all the requirements for this program:**

- My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years (*attach IRS Determination Letter*);
- I have submitted my three most recent annual tax returns with my application;
- I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

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

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

**REVIEWED BY COUNTY:**

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

**Displaced Transit Employee Declaration**

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

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

**OR**

that the proposer does NOT agree to retain the employees of the prior contractor or subcontractor for a period of 90 days pursuant to LC 1070-1074. If this box is checked, the 10 percent preference will NOT be given.

Signature	Title
Firm Name	Date



## **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

**Vendor Name:** ADVANCED BUILDING MAINTENANCE  
**Alias:**  
**Debarment Start Date:** 6/14/2005    **Debarment End Date:** 6/13/2008  
**Principal Owners and/or Affiliates:** Michael Sullivan / Erlinda Sullivan

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**Vendor Name:** G COAST CONSTRUCTION INC.  
**Alias:**  
**Debarment Start Date:** 9/11/2007    **Debarment End Date:** 9/10/2012  
**Principal Owners and/or Affiliates:** Ezra Levi

---

**Vendor Name:** INSPECTION ENGINEERING CONSTR  
**Alias:** Inspection Engineering Construction  
**Debarment Start Date:** 6/13/2006    **Debarment End Date:** 6/12/2016  
**Principal Owners and/or Affiliates:** Jamal Deaifi

---

**Vendor Name:** MTS Advanced Corp.  
**Alias:**  
**Debarment Start Date:** 2/8/2005    **Debarment End Date:** 2/7/2008  
**Principal Owners and/or Affiliates:** Emir Khan / Zulaine Hernandez

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# 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

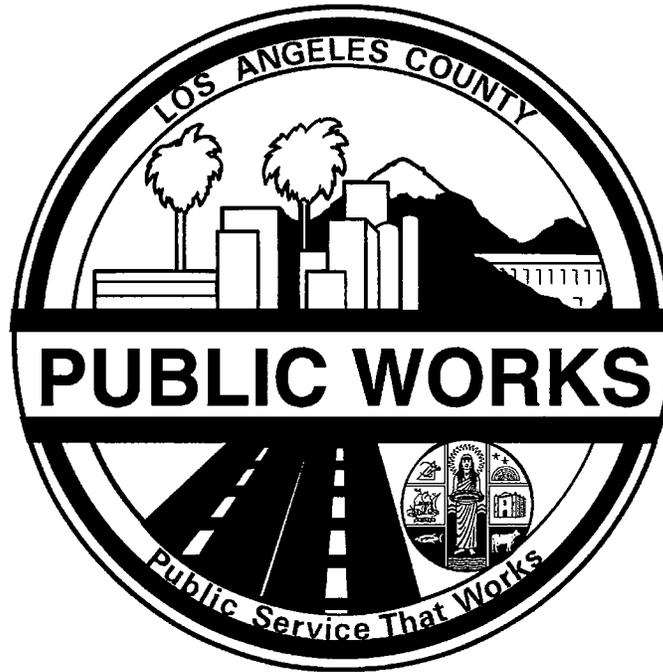
(213) 974-1093      (213) 974-1578

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

SUMMER BEACH BUS SERVICES (2008-AN005)

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**EXHIBIT F Days of Operation**

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**EXHIBIT L Transit Security Plan**

**EXHIBIT M Sample Fuel Adjustment Calculation**

SAMPLE AGREEMENT FOR  
SUMMER BEACH BUS SERVICES (2008-AN005)  
SERVICE ROUTE (AREA)

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008, 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 Proposal filed with the COUNTY on \_\_\_\_\_, 2008, hereby agrees to provide services as described in the attached specifications for Summer Beach Bus Services (2008-AN005), Service Route \_\_ (Area), 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; Exhibits E.1 (or E.2, E.3, and E.4), Summer Beach Bus Area Map and Schedule; Exhibit F, Days of Operation; Exhibit G, Contractor Vehicle Specifications; Exhibit H, Controlled Substance and Alcohol Testing Program; Exhibit I, Vehicle Appearance/Cleanliness Checklist; Exhibit J, Daily Bus Report; Exhibit K, Terminal Manager's Compliance Checklist; Exhibit L, Transit Security Plan; Exhibit M, Sample Fuel Adjustment Calculation; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, 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 for Service Route \_\_ (Area), as set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$\_\_\_\_\_ per year (Maximum Contract Sum), or such greater amount as the Board may approve.

FOURTH: As part of the evaluation process relative to this Contract solicitation, the COUNTY determined that this Contract would be awarded to the highest-rated 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, and the CONTRACTOR is not entitled to or guaranteed the assignment of any work hereunder.

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//

FIFTH: This Contract's initial term shall be for a period of two years commencing on \_\_\_\_\_. The County will determine the exact days and dates of service 60 days prior to the start of each season. At the sole discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of four years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

SIXTH: The CONTRACTOR shall bill monthly in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2, Schedule of Prices.

SEVENTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. Contractor shall submit monthly operation cost claims (Exhibit A, H. Rates and Compensation) to County along with documentation and all required reports in the form and number required by County no later than the 15th day of the following month for payment. Operating costs shall be submitted as amount due Contractor. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. 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 the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

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

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.

ELEVENTH: The Director may adjust the rate of compensation set forth in Form PW-2 (Schedule of Prices) annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index for

the Los Angeles-Riverside-Orange County Area (CPI) for the 12-month period preceding the contract anniversary date, which shall be the effective date for any such cost-of-living adjustment. The percentage change in the rate of compensation shall equal 12 times the average monthly change in the CPI over the first nine months of the contract term preceding the effective date. However, any percentage increase shall not exceed the general salary movement granted to COUNTY employees as determined by the COUNTY'S Chief Executive Office as of July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in COUNTY employee salaries, no cost-of-living adjustment will be granted.

TWELFTH: (If fuel price adjustments are desired in the contract, the following provision will be applicable if, at the time of Proposal submission, the Proposer is purchasing fuel using Market Prices.) The Director may adjust 10 percent (for Service Route 1 – Altadena, Service Route 2 – Antelope Valley, and Service Route 3 – Charter Oak) or 20 percent (for Service Route 8 – Topanga Canyon) of the daily rate of compensation set forth in Form PW-2 (Schedule of Prices) based on the increase or decrease in the fuel price published in the Official Energy Statistics from the United States Department of Energy website at [http://tonto.eia.doe.gov/dnav/pet/pet\\_pri\\_gnd\\_dcus\\_sca\\_m.htm](http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_sca_m.htm) for Diesel (On-Highway) and Gasoline - All Grades (Regular) for California, and at [http://tonto.eia.doe.gov/dnav/pet/pet\\_pri\\_prop\\_dcu\\_r50\\_m.htm](http://tonto.eia.doe.gov/dnav/pet/pet_pri_prop_dcu_r50_m.htm) for Liquid Propane Gas (LPG) using West Coast (PADD 5) "Commercial/Institutional," as appropriate to the vehicle used, beginning on the month of this Contract's start date and thereafter at each successive one month interval, which shall be the effective date for any such fuel adjustment. The percentage change in the fuel price shall be obtained using the fuel prices published three months preceding the proposal submission date and the fuel price published three months preceding each effective date of the adjustment. However, when the percentage increase or decrease in the fuel price is less than five percent, no fuel adjustment will be granted. In the event the fuel adjustment is granted, the fuel adjustment (increase or decrease) will be added to or subtracted from, as applicable, the daily rate of compensation to establish the adjusted daily rate of compensation. A sample calculation is included in Exhibit M. Public Works shall be permitted to audit the CONTRACTOR'S fuel usage, fuel costs, and fuel procurement methods for the vehicles used in providing these services (revenue service) and the CONTRACTOR shall provide records pertaining to its fuel costs upon the COUNTY'S request. CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR changes from purchasing fuel using Market Prices, to a long-term agreement for fuel purchases.

[OR]

TWELFTH: (If fuel price adjustments are desired in the contract, the following provision will be applicable if, at the time of Proposal submission, the Proposer has a long-term agreement for fuel purchases with a fuel supplier.) The Director may adjust 10 percent (for Service Route 1 – Altadena, Service Route 2 – Antelope Valley and Services Route 3 – Charter Oak) or 20 percent (for Service Route 8 – Topanga Canyon) of

the daily rate of compensation set forth in Form PW-2 (Schedule of Prices) based on the increase or decrease in the negotiated fuel price during the term of this Contract, whenever there is a renegotiation of the Contractor's fuel prices with the fuel suppliers. The Contractor agrees to provide Public Works with a copy of its current long-term fuel purchasing agreements and each new fuel agreement, whenever the(se) agreement(s) is/are renegotiated during the term of this Contract. Such copies, when marked "Confidential" by the Contractor, shall be treated by the County as confidential in accordance with the California Public Records Act. The percentage change in the fuel price shall be obtained using the fuel prices listed in the long-term agreement on the proposal submission date and whenever there is a change in the long-term fuel price. A sample calculation is included in Exhibit M. However, when the percentage increase or decrease in the fuel price is less than five percent, no fuel adjustment will be granted. In the event the fuel adjustment is granted, the fuel adjustment (increase or decrease) will be added to or subtracted from, as applicable, the daily rate of compensation to establish the adjusted daily rate of compensation. A sample calculation is included in Exhibit M. Public Works shall be permitted to audit the CONTRACTOR'S fuel usage, fuel costs, and fuel procurement methods for the vehicles used in revenue service and the CONTRACTOR shall provide records pertaining to its fuel costs upon the COUNTY'S request. CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR changes from purchasing fuel using a long-term agreement to purchasing fuel utilizing Market Prices.

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

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

FIFTEENTH: 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.

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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**

**SUMMER BEACH BUS SERVICES (2008-AN005)**

**A. Public Works Contract Manager**

Public Works Contract Manager will be Ms. Anabel Dubois of Programs Development Division, who may be contacted at (626) 458-5909, e-mail address: [adubois@dpw.lacounty.gov](mailto:adubois@dpw.lacounty.gov), Monday through Thursday, 7:30 a.m. to 5 p.m. The Contract Manager, or his/her designee, is the only person 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**

Each of these Services shall provide transportation between an area in Los Angeles County (Altadena, Antelope Valley, Charter Oak, and Topanga Canyon) and Santa Monica Beach (Exhibit E, Summer Beach Bus Area Maps and Schedules).

**C. Work Description**

The work to be accomplished under these specifications shall be to provide transportation service for the Summer Beach Bus Service (Service) from four Service Routes in Los Angeles County identified in Exhibit E (E.1 through E.4) to Santa Monica Beach during the summer (various start dates may start as early as Memorial Day through Labor Day) each year. Additional Service routes may be added upon mutual agreement between the parties.

The Contractor shall operate the Service subject only to the general policies and direction of the County with regard to the management and operations and to the provisions and requirements of this Exhibit A, Scope of Work. The Contractor shall do all things, including, but not limited to, providing executive and administrative management; employing and supervising of all personnel, including supervisors, vehicle operators, dispatchers, mechanics, and other maintenance personnel; operating training and safety programs; maintaining and repairing Service vehicles and equipment; assisting in public relations and promotions; preparing reports and analysis of financial and other matters; clerical, statistical, and bookkeeping services; and providing all Service vehicle operators, facilities, equipment, parts, and supplies required in the operation of Service, unless specifically identified to be contributed by County.

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

D. Hours and Days of Service

The Service is scheduled only during the summer months, generally from Memorial Day through Labor Day of each year. The Contractor shall provide one round trip bus each day of Service for Service Route 1 (Altadena) and Service Route 3 (Charter Oak), two one-round trip buses for Service Route 2 (Antelope Valley), and three-round trips with one bus for Service Route 8 (Topanga Canyon), (Exhibit F, Days of Operation) between the designated routes and the beach at the times and stops described in Exhibit E. A round trip is defined as a trip from the initial start location to the final destination and back to the initial start location. Service hours, start dates, schedules, and pick up locations are subject to change each summer. County will provide exact information for each of these items to Contractor approximately 60 days prior to operation of service during that year.

If and when increased ridership calls for it, Contractor shall provide additional round trips on the Service days, as directed by the Contract Manager with 24 hours advance notice, not to exceed four additional buses on any given day for the Antelope Valley Route and three additional buses per route for any given day for any other route. The Contract Manager may cancel any bus trip with a one-day notice without penalty to the County.

E. Equipment

1. Transit Vehicles

a. Service Vehicles

Service shall be provided with Contractor-provided vehicles. The Contractor shall be responsible for providing vehicles that meet or exceed the required specifications described in Exhibit G, Contractor Vehicle Specifications (Vehicles).

- (1) Altadena Route – Exhibit G, Sections II or IV.
- (2) Antelope Valley Route – Exhibit G, Sections III or IV.
- (3) Charter Oak Route – Exhibit G, Sections II or IV.
- (4) Topanga Canyon Route – Exhibit G, Section I.

b. Support Vehicles

Contractor shall provide all other vehicles necessary for adequate supervisory and maintenance support in providing Service. These vehicles shall be in good operating condition and appearance.

2. General Terms for Transit Vehicles

All vehicles, related accessories, equipment, and facilities required per this Contract shall be maintained by the Contractor in good order and in a condition satisfactory to Contract Manager. Upon request by Contract Manager, reports regarding vehicles' conditions, operation status, complaints, or other relevant information pertaining to Service shall be forwarded to Contract Manager. Contractor shall not seek additional compensation for any costs incurred to meet the requirements in this paragraph.

Contractor shall supply sufficient and adequate vehicles, all maintained in good and clean condition, including lift equipment (upon request by Contract Manager), and spare vehicles in the event of regularly assigned vehicle breakdown to ensure a consistent fulfillment with the terms of this Contract. The cost of spare vehicles shall be included in Contract's actual overall Service operating costs. Contractor's equipment and facilities shall meet all requirements of applicable Federal, State, and local ordinances and laws, including, but not limited to, the Americans with Disabilities Act (ADA) of 1990, when requested by the Contract Manager with an advance notice of two business days for Service Route 1 (Altadena), Service Route 2 (Antelope Valley), Service Route 3 (Charter Oak), and at all times for Service Route 8 (Topanga Canyon). If needed, the Contractor can subcontract, substitute other ADA-compliant vehicles, or use multiple vehicles in order to meet the ADA-compliance requirements. The Contractor's Subcontractor shall be in accordance with Exhibit B, Section 2, FF Subcontracting.

Each ADA-compliant vehicle shall provide securement sites and tie downs for two wheelchair passengers. If the ADA-compliant vehicle for the first two wheelchair securement sites is separate from the base vehicle, County will only pay Contractor the Daily Rate per vehicle, as specified in Forms PW-2.1 and PW-2.2 (Schedule of Prices), even though two or three vehicles are used to provide the equivalent of one ADA-compliant bus. Should more than two wheelchair securement sites be required, County will pay Contractor the lesser number of vehicles of the actual number of vehicles used to provide the Service or one extra vehicle at the Daily Rate per additional two wheelchair securement sites, excluding the first two wheelchair securement sites. For example, Contract Manager informs Contractor that they need to provide ADA-compliant vehicles capable of transporting two wheelchairs. Contractor provides their base bus with no wheelchair securement sites and a minivan capable of securing four wheelchairs. County shall only pay one Daily Rate per vehicle because the base vehicle is to be capable of carrying two wheelchair patrons. Similarly, Contract Manager informs Contractor that they need to provide ADA-compliant vehicles capable of transporting

four wheelchairs. Contractor provides their base bus with no wheelchair securement sites and a minivan capable of securing four wheelchairs. County shall pay for two vehicles at the Daily Rate because the base vehicle is assumed to be capable of carrying two wheelchair patrons and a second vehicle would be required to carry the next two wheelchair patrons.

Further, Contractor shall actively monitor its compliance with the above-mentioned equipment and shall, at all times during the term of this Contract, ensure that such requirements are satisfied.

3. Communication Equipment

a. Contractor shall provide mobile phones or two-way radio communication equipment for all vehicles utilized in Service. Contractor shall also provide the necessary communication equipment for a base station and a sufficient number of "repeater stations" to permit uninterrupted communication between the dispatch center and vehicles while in Service. Contractor shall be responsible for proper maintenance of said equipment on all vehicles and shall comply with all applicable Federal statutes and regulations in connection with such use. Contractor shall be responsible for licensing of radio communication equipment. Citizen's Band communication equipment is not acceptable.

b. Internet Access and E-Mail

Contractor shall maintain Internet access and valid e-mail addresses throughout the duration of this Contract. Contractor shall provide unique e-mail addresses for the Program Manager and the Maintenance Manager. Contractor shall provide Contract Manager with these e-mail addresses as some communication, including the monthly reports, may be done through e-mail for convenience and timeliness.

c. Business Contact Telephone Number

Contractor shall provide Contract Manager with a business contact telephone number that shall be answered by a live person during Service operation hours. The person answering the telephone shall be able to put Director in contact with key management personnel in case of an emergency.

d. 24-Hour Contact

Contractor shall maintain a 24-hour emergency contact pager, cell phone, or management telephone tree. A person in management must be able to return a call to Director within one hour after being requested even during nonbusiness hours. This management person shall be able to address all operational issues in case of an emergency.

F. Storage and Maintenance Facilities

1. Contractor and/or Subcontractor shall provide appropriate fixed-vehicle storage and maintenance facilities for the garaging, servicing, and cleaning of Service vehicles and equipment. Facilities shall include:
  - a. An enclosed work space sufficient to allow maintenance personnel to service vehicles and be protected from the weather.
  - b. A concrete shop floor capable of withstanding the maximum weight of Service vehicles.
  - c. A security-fenced, paved, and lighted area for overnight vehicle parking with adequate spaces for all Service vehicles.
  - d. A compressed air supply.
  - e. Tire changing equipment.
  - f. Battery maintenance equipment and spare batteries.
  - g. Vehicle lubrication equipment.
  - h. All tools and equipment necessary to perform required preventive maintenance activities.
  - i. All tools and equipment necessary to service vehicles, perform component adjustments, and make mechanical repairs.
  - j. Facilities and equipment necessary to wash and clean the vehicles in accordance with this Contract.
  - k. Adequate secured storage area for tools, equipment, and parts.
  - l. A lighted maintenance pit or a hydraulic lift capable of fully lifting the heaviest of Service vehicles 6-feet above the floor for maintenance purposes.

m. Fueling facility.

G. Vehicle and Equipment Maintenance

1. Vehicle Condition

All vehicles, vehicle equipment, and any other equipment necessary to provide Service shall be maintained by Contractor to acceptable appearance standards and in good repair and condition satisfactory to Director and in accordance with manufacturer's recommended maintenance procedures as well as with applicable Federal and State regulations. Contractor shall maintain a "satisfactory" California Highway Patrol (CHP) terminal inspection rating throughout the life of Contract (refer to Exhibit K). If Contractor receives a rating of "unsatisfactory" from the CHP, Contractor shall notify the Contract Manager immediately via written correspondence and outline steps which will be taken to correct deficiency(ies).

2. Vehicle Appearance/Cleaning/Fumes

Contractor shall be responsible for maintaining the appearance of all vehicles. Contractor shall maintain an up-to-date record of all washings and major cleanings, which shall be made available upon request. Vehicle may be removed from Service by the Contract Manager for unacceptable appearance (Exhibit I, Vehicle Appearance/Cleanliness Checklist).

a. Vehicle Interior

The interior of all vehicles shall be kept free of litter and debris to the maximum practicable extent throughout the operating day.

Vehicles shall be swept, mopped ("wet mop" process only), and dusted daily. Interior panels, windows, and upholstery shall be cleaned of marks as necessary. The interiors of all vehicles shall be thoroughly washed at least once per week, including all windows, seats, floor, stanchions, and grab rails. All foreign matter, such as gum, grease, dirt, and graffiti shall be removed from all interior surfaces during the daily interior cleaning process. Any damage to seat upholstery shall be repaired in a professional manner immediately upon discovery. Contractor shall replace seat covers and/or seat boards, which are worn or damaged and cannot be professionally repaired using materials which are identical in specifications and color as those materials being repaired. Ceilings and walls shall be thoroughly cleaned weekly or more often as necessary. Contractor shall ensure that the interiors of vehicles will

be kept free of rodents, insects, vermin, and pests at all times while in operation and shall take such steps as are necessary, at Contractor's expense, to exterminate said pests in the event that they occur in the vehicles.

b. Vehicle Exterior

Exteriors of all vehicles shall be washed every other day (dry) (every day [rain]) to maintain a clean, inviting appearance. Exterior washing shall include vehicle body, all windows, and wheels. All rubber or vinyl exterior components, such as tires, bumper fascia, fender skirts, and door edge guards shall be cleaned and treated with a preservative at least once per month, or as necessary to maintain an attractive appearance. Contractor shall be responsible for maintaining the artwork on the exterior of the vehicles.

c. Fumes

The interior passenger compartments of vehicles shall at all times be free of fumes from the engine, engine compartment, and exhaust system of vehicles.

3. Pretrip and Posttrip Vehicle Inspection and Servicing

Each vehicle must receive a pretrip and posttrip inspection by the operator (driver) prior to being placed in Service. Contractor's pretrip and posttrip vehicle inspection report form shall be submitted to Director for approval (Exhibit J, Daily Bus Report). Pretrip and posttrip inspections must be supplemented by regular maintenance inspections to ensure safe and proper operating condition of vehicles. Pretrip inspections shall also include physical operation of the wheelchair lift or ramp to ensure ADA-compliance. Buses shall be sufficiently fueled prior to placing the bus in Service on each day of operation to successfully complete the trip as specified herein. A record of all such inspections shall be kept by Contractor and be submitted to County as required herein.

Contractor shall perform daily vehicle servicing on all vehicles used in Service. Daily servicing will include, but not be limited to, fueling, engine oil, coolant, water, and transmission fluid check/add; brake check; light and flasher check; interior sweeping and dusting; exterior and interior visual inspection; and checking of all vehicle performance defects reported by drivers to identify potential safety and reliability items requiring immediate attention. Contractor shall document the daily vehicle servicing on the pretrip and posttrip vehicle inspection report in written checklist format using Exhibit J, Daily Bus Report.

Each vehicle operator making an inspection shall be required to fill out an inspection report form and turn it into the maintenance supervisor. Prior to pullout, Contractor shall repair or replace any vehicle, which has defects and/or possesses a safety or operational problem.

4. Wheelchair Lifts or Ramps

Contractor shall inspect, maintain, and repair wheelchair lifts or ramps to assure they are safe and proper operation and to ensure ADA-compliance. Wheelchair lifts or ramps shall be fully operational whenever a vehicle is used in Service. It is unlawful to assign revenue vehicles to Service with defective lift/ramp equipment on concurrent days without repairs having been made.

5. Signs

a. Destination Signs

Destination signs shall, at all times, be correctly set for Service being provided. When deadheading to/from yard location and other nonrevenue moves, sign(s) shall indicate "Not in Service."

b. Vehicle Exterior Signs

The County at its sole discretion, may require the Contractor to furnish and install signs to identify the Service. The signs must be attached to the side exterior of the buses in the maximum space allowable. County shall provide the Contractor with all graphics on disk or by e-mail to be used by Contractor for production of signs. Signs shall be made of material, mounted, and adhered to securely in accordance with all safety regulations, the California Code of Regulations, Title 13, and the California Vehicle Code. The size and material of the signs must be approved by Director prior to production.

c. Other Signs

The County at its sole discretion, may require the Contractor to furnish/install signs inside the vehicles showing the route map and scheduled bus stop locations for the passenger's information.

6. Maintenance Program

a. General Scope

Contractor and/or Subcontractor shall hold a valid and active charter license or certificate issued by the California Public Utilities Commission and shall comply with all applicable Federal and State laws and safety regulations relating to the operation and maintenance of buses and bus equipment. Contractor, at its sole cost and expense, shall provide all fuel, lubricants, repairs, cleaning, parts, supplies, labor, maintenance, and major components to provide the maintenance required for the operation of all equipment pursuant to this Contract. Contractor shall be fully responsible for the maintenance of all vehicles, radios, passenger counters, destination signs, and all equipment to be used to perform this Contract in strict conformity to CHP regulations and orders. Contractor's duty and responsibility to maintain all vehicles and equipment cannot be delegated to any other person, firm, or corporation without prior written approval of Director.

b. Parts/Fluids Specifications and Requirements

All parts, materials, tires, lubricants, fluids, oils, and procedures used by Contractor on all vehicles and equipment shall meet or exceed original equipment manufacturer specifications and requirements. Parts replaced will be subject to inspection by Director prior to disposal.

c. Vehicle Damage

Contractor shall, at its expense, replace or repair immediately any damage resulting from an accident or otherwise which would impair the proper and safe mechanical operation of the vehicle. All other vehicle damage resulting from any accident, or otherwise, shall be repaired within two weeks or as otherwise required by Director, law, or regulation. If Contractor cannot complete the work within the time specified, Contractor shall notify Director in writing of the reason for the delay and the estimated completion date. Director, at his sole discretion, may extend the deadline. Contractor shall log and keep an accurate and up-to-date record of all vehicle repairs.

d. Preventive Maintenance

Routine preventive maintenance and servicing is required on all vehicles for Service at the recommended vehicle manufacturer's specifications or as set forth by Director. Director will allow a

window of plus or minus 500 miles for scheduled preventive maintenance as recommended by vehicle manufacturer's maintenance specifications. This window of plus or minus 500 miles cannot be added to successive maintenance intervals. For instance, if the vehicle manufacturer recommends maintenance at a 3,000 mile interval, then Contractor would be allowed to perform the preventive maintenance at 3,000 miles plus or minus 500 miles; 6,000 miles plus or minus 500 miles; etc.

All scheduled and preventive maintenance shall be completed in a timely manner, and Contractor shall keep all their work order cards and a Preventive Maintenance Inspection (PMI) Record on each vehicle indicating the date each inspection took place, a description of all work done to the vehicle, the parts and supplies used, employee identification, and signatures of the mechanics who performed the work and the maintenance supervisor who inspected the work.

Adherence to preventive maintenance schedules shall not be regarded as reasonable cause for deferred maintenance in specific instances where Contractor's employees observe that maintenance is needed in advance of the schedule. Contractor shall not defer maintenance for reasons of shortage of maintenance staff, parts, equipment, or operable vehicles nor shall Service be curtailed for the purpose of performing maintenance without prior written consent of Director.

e. Brake Inspection/Adjustment

Brake inspections on air brake systems shall occur every 45 calendar days or more frequently in accordance with the number of miles the vehicle was in operation since the prior inspection.

f. Heating, Venting, and Air Conditioning

Heating, venting, and air conditioning (HVAC)\* systems shall be maintained and used to ensure that the passenger compartment temperature is comfortably maintained under all climatic conditions at all times while in Service. Contractor shall maintain the HVAC systems in an operable condition at all times throughout the season. \*Not applicable if the vehicle is not equipped with air conditioning.

g. Vehicle Towing

In the event that towing of any Service vehicle is required due to mechanical failure, damage, or any other reason, Contractor shall be responsible for providing such towing at Contractor's sole expense.

Towing may be subcontracted to a licensed towing agency; however, it is Contractor's responsibility for proficiency and all worked performed by Subcontractor.

7. In-Service Vehicle Breakdown

In the event of an in-service vehicle breakdown, the maximum response time for a substitute vehicle to be made available for the patrons to continue to their destination shall be 30 minutes.

Director reserves the right to establish additional criteria regarding reliability of response in the event of vehicle breakdowns.

8. Vehicle Maintenance Record Keeping

Contractor shall maintain an up-to-date maintenance file for each Service Vehicle containing, at a minimum, the following information:

- a. Make.
- b. Model.
- c. Serial Number/County Fleet Number/Contractor Fleet Number.
- d. License Number.
- e. Date Received.
- f. Unit Repairs (mechanical).
- g. PMI Reports.
- h. Daily Pretrip and Posttrip Vehicle Inspection Reports.
- i. Work Orders.
- j. Warranty Work.
- k. Major Mechanical Repair/Unit Replacement.

I. Body/Interior Repairs (cosmetic).

Contractor shall make available and submit the entire file to Director, the CHP, and/or other regulatory agency upon a request to do so at any time.

9. Applicable Vehicle Codes and Regulations

All Vehicles utilized in Service shall be maintained in a safe condition for operation on public streets and freeways and meet all the requirements in the California Vehicle Code for a bus. All parts of vehicles and all equipment mounted on or in vehicles shall conform to the California Vehicle Safety Standards and the California Administrative Code, Title 13. Particular attention is directed to the CHP Motor Carrier Safety Regulations. Each vehicle is required to be inspected annually by County and/or by CHP. County shall be immediately notified of inspections performed by a governmental agency other than County. The results of inspections shall be provided to County within 24 hours, and any applicable signed certification shall be displayed or carried on the vehicles. Contractor must expeditiously correct any deficiencies on any CHP vehicle inspection report and advise County of same.

H. Rates and Compensation

1. Contractor Vehicles

County shall pay Contractor on a monthly basis an amount equal to the sum of: i) the number of vehicle service days provided with vehicles times the unit price shown in the Schedule of Prices (Form PW-2) per vehicle type; less ii) any and all liquidated damages according to this Exhibit A, Z. Liquidated Damages; and less iii) any revenue generated by Service from fare box, according to this Exhibit A, H.2. Fares (below). A vehicle service day is defined as the actual time starting from the point of first pickup to the last drop-off based on hours determined by County needed to provide Service described in Exhibit E.

County shall pay Contractor one-third of the bus day rate if the trip is cancelled by the Contract Manager, on the same day. If there is a lack of riders, Contractor shall notify the Contract Manager, and the Contract Manager may cancel the bus to the beach due to lack of riders.

Unless otherwise provided for herein, the Vehicle Rate above shall cover all costs of Service provided by Contractor pursuant to this Scope of Work.

2. Fares

Contractor shall charge a fare according to the "Fare Structure" in Exhibit E, Summer Beach Bus Area Maps and Schedules.

3. Revenue

Contractor shall be responsible for the protection of the fare box revenues. All revenue generated by Service from fare box return shall be retained by Contractor and deducted on a monthly basis from the amount due to Contractor. The monthly revenue amount shall be reported in the monthly statement to Director and will be subject to County audit.

I. Pass-Through Costs

County will allow Contractor to pass-through the amount necessary to cover the parking fees and required signs associated with Service. Claims for payment of pass-through costs shall include all supporting documentation of costs.

J. Monitoring and Auditing Service

1. Monitoring Service

In order to document Service, Contractor shall maintain all project records as requested by County and as required for good business practices. Contractor shall monitor Service, schedules, and ridership in a method approved by County. Based on this monitoring, Contractor shall indicate the need to maintain, reduce, or increase the frequency of operations. County will have the right to have authorized County personnel board, at no cost to County, all vehicles utilized by Contractor in the performance of Service for the purpose of monitoring Service.

2. Auditing and Inspection of Service

Contractor shall permit authorized representative(s) of County to examine all data and records related to Service or Contractor's operation of any similar Service upon request by County and approval by the other jurisdiction. All Service records prepared by Contractor shall be owned by County and be made available to County at no additional charge.

Additional documentation of Service may be provided through passenger surveys. These surveys may be administered by authorized representatives of County or by Contractor if so requested by Director. It shall be the responsibility of Contractor to ensure the cooperation of all personnel with any operational procedures pertaining to survey work, including the distribution of survey questionnaires, etc.

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.

K. Personnel

Contractor shall be solely responsible for the satisfactory work performance of all employees providing Service and shall be solely responsible for payments of all employees and/or subcontractor wages and benefits. Without any additional expense to County, the Contractor shall comply with all the requirements of employee liability, Workers' Compensation, employment insurance, and Social Security.

Contractor shall hold County, Board of Supervisors, each member thereof, and every officer, agent, and employee free and harmless from any and all liability, damages, claims, costs, and expenses of any nature arising from Contractor's alleged violations of personnel practices. County shall have the right to demand removal from the project, for reasonable cause, any personnel furnished by Contractor. Contractor shall not, absent prior written notice to and consent by County, remove or reassign any of the key management personnel, such as the Program Manager, as described below, at any time prior to or after execution of Contract.

Contractor shall train all personnel who are likely to be in contact with the public to give courteous, accurate information concerning the routes, and schedules of Service and concerning Service interfacing with other transit services in the vicinity. Contractor shall require that all personnel report all passenger complaints and/or operation problems to the Program Manager, as described below. A daily diary (log) shall be maintained for this purpose and shall be subject to inspection. Upon notice from County concerning the conduct, demeanor, or appearance of any person in the employment of Contractor not conforming to the provisions contained herein, Contractor shall take all steps necessary to remove or alleviate the cause of the objection.

1. Program Manager

Contractor shall designate a Program Manager whose responsibility shall be to oversee the day-to-day operations of Service. Said Program Manager shall have full authority to act for Contractor. The selection of the Program Manager is subject to the approval of County.

2. Supervisory Staff

Key members of additional supervisory staff (e.g., Manager of Operations, Manager of Maintenance) who shall play critical roles in the provision of Service must be acceptable to County. A responsible senior employee of

Contractor must be available at all times, either by telephone or in person, to make decisions or provide coordination as necessary.

3. Road Supervisor

Contractor shall employ a minimum of one road supervisor available at all times via telephone or cell phone during scheduled hours of Service. Contractor shall inform County Contract Manager of the phone number where Contractor's Road Supervisor can be contacted.

4. Office Personnel

Contractor shall have personnel available from 8 a.m. through 5 p.m., Monday to Friday, and on Saturday during the actual hours of operation during each Summer season that Service is operating who are capable of answering inquiries of the public and responding to complaints regarding Service. Contractor shall also have personnel monitoring the radio during all Service hours.

5. Vehicle Operators

Contractor shall supply 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, drug and alcohol testing, screening, testing, selection, training, scheduling, supervision, discipline, termination, and all other functions with regard to Service vehicle operators. Operators' wages and work hours will be in accordance with Federal, State, and local regulations affecting such employment.

a. Operator Recruitment and Selection

Contractor shall review a current California Department of Motor Vehicle (DMV) report on all applicants who would operate Service vehicles and shall reject any applicant who failed to appear in court for "driving under the influence." Contractor shall perform a background check on all applicants for vehicle operator and shall reject any applicant who has been convicted of any felony charge, which would affect the applicant's ability to perform as a vehicle operator in Service.

Contractor shall check California DMV records (Pull Notice Program) at the beginning of each season of Service for accidents, vehicle code violations, and valid and active driver's licenses of those employees whose job requires them to operate Service vehicles. Contractor shall notify County within five days of the

results of said checks and corrective actions taken, if any.

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

b. Operator Requirements

Contractor shall require and be responsible for each Service vehicle operator in meeting the following requirements:

- (1) Vehicle operators must have a proper and valid and active California Class B driver's license and a medical examination certificate, if required, given the vehicle they operate as well as any other licenses required by applicable Federal, State, and local regulations. A vehicle operator who does not pass the medical examination shall not be permitted to operate a Service vehicle.
- (2) Vehicle operators shall assist passengers confined to wheelchairs and shall be in uniform acceptable to County. Uniform shall include both shirt/blouse and slacks. Drivers shall wear name-tags clearly displaying their names while performing their duties. While coats and hats are not required, if worn, they should match the uniform, and coats shall display the operator's name.
- (3) Vehicle operators shall assist passengers who have difficulty negotiating the steps of the vehicle. Vehicle Operators shall make the lift available to such passengers if so requested by passenger.
- (4) Regular assigned vehicle operators or trained backup operators shall be available and on time daily to ensure consistent and reliable Service.
- (5) Each vehicle operator must carry current certification of Certified Public Resuscitation (CPR) and First Aid training at all times during vehicle operations.

c. Operator Training

Contractor shall be responsible for all vehicle operator training. Training programs must be conducted by a "certified" instructor and

must meet all Federal and State standards. At a minimum, the program will include the following:

- (1) Proper operation of the vehicle to be used in Service, including defensive driving and vehicle handling. Proper operation of destination signs, lifts and ramps, radios, and other equipment to be used on vehicles.
- (2) Service routes, schedules, fare structure, and transit services in the vicinity.
- (3) California DMV regulations and company policies.
- (4) Accident and emergency procedures and reports.
- (5) Public courtesy and empathy towards the needs of elderly and persons with disabilities.
- (6) Training in special skills required to provide transportation to elderly and persons with disabilities.
- (7) American Red Cross or County-approved equivalent training for CPR and first aid.
- (8) Contractor shall provide regular and continuous formal safety instruction for all operating personnel assigned to perform any activities under Contract who shall be required to attend regularly scheduled safety meetings at least one time per year. The meeting shall occur no more than two weeks before Service begins each season and before driver begins operating vehicle on Service.

#### 6. Maintenance Personnel

Contractor and/or Subcontractor shall supply a sufficient number of properly qualified and "certified" personnel to maintain and service all Vehicles for Service. Contractor and/or Subcontractor shall be responsible for the recruitment, screening, testing, selection, training, scheduling, supervision, discipline, termination, and all other functions with regard to the maintenance personnel. Wages and work hours shall be in accordance with Federal, State, and local regulations affecting such employment.

The Contractor's Maintenance Manager shall have a valid and active National Institute for Automotive Service Excellence (ASE) Certification as a Medium/Heavy Truck Technician, School Bus Technician, or Transit Bus

Technician, and shall have at least three years' experience in maintaining a similar fleet of transit vehicles.

- a. Maintenance personnel shall have thorough knowledge of:
  - (1) Vehicle engines, automatic transmissions, and related mechanical devices.
  - (2) Methods and procedures used in servicing mechanical equipment.
  - (3) Vehicle chassis and bodies.
  - (4) Tools, precision instruments, equipment, and procedures used in the general repair and maintenance of vehicle equipment.
  - (5) Decimals, fractions, specific math related to vehicle mechanics, electrical schematics, and pneumatic system as used in diagnosis of problems.
  - (6) Specialized areas, such as painting, upholstering, brake relining, air conditioning, and maintenance of wheelchair lifts and ramps.
  - (7) Vehicle electronics.
- b. Maintenance personnel shall be able to:
  - (1) Inspect and repair vehicle engines, transmissions, and other parts.
  - (2) Diagnose vehicle engine, transmission, and electrical system problems.

c. Mechanic Recruitment, Selection, and Supervision

Contractor shall ensure all mechanics are experienced and/or certified to work on buses and are heavy-duty type mechanics at the journey level. Mechanics shall have a valid and active National Institute for Automotive Service Excellence (ASE) Certification as a Medium/Heavy Truck Technician, School Bus Technician, or Transit Bus Technician, and be experienced in alternate fuel-type buses.

Contractor shall ensure that any mechanics working on the air-conditioning units are properly qualified (certified) and supervised by a mechanic having a minimum of two years' experience in transit vehicle air-conditioning diagnosis, service, and repair.

d. Mechanic Training

Contractor shall ensure all mechanics are properly trained and certified in the operation and maintenance of the Vehicles and equipment specified for Service. Contractor and/or Subcontractor shall provide mechanics with ongoing training in order to keep certifications current and to keep abreast of new maintenance techniques and equipment. Contractor shall be responsible for providing personnel for effective maintenance of Vehicles used in the performance of this Contract as indicated in this Section.

L. Marketing and Advertising

County shall provide all marketing, public relations, and advertising materials. Contractor shall install such materials on the vehicles as requested by County and shall distribute literature on Service vehicles as requested by County. The posting of Service-related notices, etc., shall be subject to prior approval by County.

Contractor shall not place inside or outside any Service vehicle any form of advertising unless directly authorized in writing by County. The terms and conditions of such advertising shall be subject to approval by Director. Proceeds of any advertisement will be remitted to County.

M. Operation During a Declared Emergency

Upon declaration of any emergency by appropriate government representatives, County of Los Angeles Sheriff's Department is responsible for a number of transportation-related activities, including the development of emergency travel routes and the coordination with other agencies supplying common carrier services. In the event of a declared emergency, Contractor shall cooperate with and deploy vehicles in a manner described by County Sheriff or local police. Contractor shall notify Director the same business day of the request to alter the deployment of Service vehicles.

N. Operating Performance Standards

1. Vehicles

Contractor shall operate Service vehicles with due regard for the safety,

comfort, and convenience of passengers and the general public.

2. Service

Contractor shall provide Service as scheduled or according to any adjusted schedule established by County, including route modifications required as a result of a declared emergency. Contractor shall strive to maintain on-time performance. Failure to achieve the performance levels, as outlined in this Section, may result in assessed liquidated damages and potentially the termination of Contract.

Contractor shall strive at all times to provide Service in a manner, which will maximize productivity and at the same time maximize customer service. Recognizing that the goals of productivity and customer service may conflict, the following standards are intended to be reasonably attainable to Contractor, fair to the customer, and consistent with County expectations:

a. On-Time Service

Service shall be provided as scheduled or according to any adjusted schedule established by County, including route modifications required as a result of a declared emergency.

However, Contractor shall not be held responsible for the failure to provide on-time Service due to extraordinary weather or traffic conditions, vehicle malfunctions that are clearly beyond Contractor's control, naturally occurring disasters, or other reasonably unpredictable situations, if sufficient documentation is provided to County on a timely basis.

b. Road Calls

In the event of a vehicle failure, Contractor shall immediately deploy a spare vehicle to transport the passengers aboard the failed vehicle. All breakdowns shall be handled to ensure maximum availability of vehicles.

c. Complaints

Complaints shall be resolved as soon as possible, but no later than two working days after their report. In the event that Contractor receives a complaint, Contractor shall notify Director within one working day regarding the nature of the complaint received and within three working days of the complaint's resolution.

d. Vehicles

If Contractor has knowledge that any of the equipment herein described will be nonoperational for a period of more than 24 hours during the term of the Contract, Contractor shall notify Director and Contractor shall arrange for substitute equipment as approved by Director at no additional cost to County. However, in the event that any of the vehicles are estimated to be nonoperational for a prolonged period of time, Contractor shall furnish a substitute vehicle subject to all the conditions of this Contract.

O. Service Records and Reports

1. General Requirements

Contractor shall maintain separate complete and accurate books, records, and reports, which relate to Service and as required herein.

Contractor shall retain all records relating to this Contract for a minimum period of five years following expiration or termination hereof unless otherwise provided for herein. All such records shall be available for inspection by designated auditors of County, Los Angeles County Metropolitan Transportation Authority, and State of California at reasonable times during normal working hours.

Contractor shall maintain and make available to County, and/or appropriate Governmental agencies records pertaining to said Service in accordance with the State Uniform System of Accounts.

2. Project Operation Reports

These reports provide documentation of daily operations and will serve as a database to monitor and evaluate productivity of Service, its requirements, and methods. These reports must be submitted to County according to the established reporting schedule. Operational reports shall include, but are not limited to, the categories described below. Contractor shall prepare a format for each of the reports described below and submit the format to County for approval. Contractor shall be responsible for maintaining an adequate supply of each report form, including the preparation of all necessary copies.

a. Trip Reports

Contractor shall cause each driver of each Service vehicle to prepare a daily report on a form approved by County indicating vehicle fleet number, mileage ("begin" and "end" odometer), time of

departure, time of arrival at time points, the number of passengers that boarded each vehicle, and the number of wheelchair boardings. The report shall be on a circuit trip basis for each vehicle. The report shall be compiled for the period of a month and shall include a summary thereof. The report shall be submitted no later than the 15th day of the following month.

b. Service Reports

Contractor shall submit to County a report indicating the actual number of Service hours, Service miles, total vehicle hours, total vehicle miles operated, and fuel used (type and amount per vehicle). Such information shall be for each vehicle and shall be compiled on a daily basis for the period of a month and shall include a summary thereof. The report shall be submitted no later than the 15th day of the following month and shall be made in a format approved by County.

c. Pretrip and Posttrip Vehicle Inspection Reports

Contractor shall cause each driver of each Vehicle to perform a pretrip and posttrip vehicle inspection and daily vehicle servicing, as required herein, and such inspection and servicing shall be documented on a report that shall be completed and signed by each vehicle operator assigned to a Service vehicle. A report of the weekly maintenance inspections, which supplement the pretrip inspections, shall be kept by Contractor. The Daily Pretrip Vehicle Inspection Reports shall be retained on file by Contractor for a minimum of two years.

d. Missed Trip Report

A summary report of missed trips for the month shall be submitted. The explanation for the missed trip(s) should be specified along with the dates and times, the vehicles and trip number, and the affected total revenue hours.

e. California Highway Patrol Reports

Contractor shall provide County with copies of all CHP inspection reports within 24 hours of receipt.

f. Operational Problems and Passenger Complaint Reports

The Program Manager shall document operational problems or passenger complaints and describe any action taken regarding these problems. Copies of said documentation shall be submitted

to County by the working day following identification of the operational problem or receipt of such passenger complaint. Contractor shall submit to County a summary of problems and complaints no later than the 15th day of the following month.

Any unlawful or unusual problems or complaints, including any related to safety or serious operational deficiencies, shall be reported by phone to County immediately. Contractor shall submit to County a written report describing the problems or complaints and action taken by the working day following identification of such problems or complaints.

g. Accident/Incident Data Reports

Contractor shall submit a monthly summary report of all accidents (collision and noncollision) involving Service vehicles. The monthly summary should include the date, vehicle number, location, operator, and accident description, including any damage and/or injuries. The monthly summary should also include cumulative accident data, which indicates the number of accidents per 100,000 vehicle miles. Contractor shall notify County within 24 hours of any of the following accidents/incidents and the actions taken:

- (1) Collisions between a vehicle and another vehicle, person, or object.
- (2) Passenger accidents, including falls while passengers are entering, occupying, or exiting the vehicle.
- (3) Passenger disturbances, fainting, sickness, deaths, or assaults.
- (4) Any accident witnessed by Contractor's operator(s).
- (5) Vandalism to the vehicle while in Service.
- (6) Passenger complaints of injury or property damage or other circumstances likely to result in the filing of claims against Contractor and/or County.
- (7) Any passenger, driver, supervisor, and Service complaint that arises from an accident/incident. If the accident/incident involves injuries or extensive property damage, County shall be notified immediately (regardless of hour or day).

h. Financial Records

Contractor shall establish and maintain, within a separate account, all project revenue and expenditures, and any other relevant financial records or documents.

i. Maintenance Records and Reports

Contractor shall provide County the following reports within 15 calendar days after the end of the month.

(1) Preventive Maintenance Inspection Reports

Reports shall include the Service vehicle fleet number, the Service vehicle identification number (VIN) and license number, a description, detail of the maintenance performed, when maintenance was completed, and if maintenance was done on time as required by Service vehicle manufacturer's and/or County recommendations. Daily "Vehicle Condition" reports shall be submitted to County upon request. The PMI Reports shall be retained on file by Contractor for a minimum of two years after Contract expiration/termination.

(2) Road Call Performance Report

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

(3) Service Vehicle Downtime Report

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

(4) Mechanical Defect Reports

Contractor shall submit a monthly summary of all Service vehicle mechanical problems, including Service vehicle number, odometer reading, dates/times out of Service, summary of problem, and corrective action taken.

(5) Narrative Report

Report shall detail what occurred during the reporting period and analysis of any trends.

Contractor shall maintain an individual file for each Service vehicle. All such records and reports shall be prepared and maintained in such a manner so as to fulfill any applicable Federal, State, and CHP requirements as well as any needs of County to enable it to accurately evaluate Contractor's maintenance performance and the operating expense associated with Service vehicles and equipment.

P. Controlled Substance and Alcohol Testing

Contractor shall implement, as a minimum, the Controlled Substance and Alcohol Testing Program as specified in Exhibit H 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 (CFR), 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 H only when they can be shown to Director's satisfaction to be more stringent than those policies shown in Exhibit H.

Contractor shall report results of the random testing and other associated tests to County on a quarterly basis on the form shown in Exhibit H. Such reports shall be submitted to County within 15 days after the end of the quarter. At least one such test must occur each season.

Q. Utilities

The County will not provide utilities.

R. Storage Facilities

The County will not provide storage facilities for the Contractor.

S. Removal of Debris

All debris derived from these services shall be removed from Public Works property and become the property of the Contractor. The Contractor shall dispose of all debris from these services in a legally established area appropriate for type of debris being disposed. Disposal shall be at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System.

T. Special Safety Requirements

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

Based on the Homeland Security - Presidential Directive 3, Homeland Security Presidential Directive, 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 Transit Security Plans.

The Transit Security Plan shall meet the FTA's Safety and Security requirements as indicated in FTA's Top 20 Security Program Action Items for Transit Agencies. The FTA's website (<http://transit-safety.volpe.dot.gov/security/securityinitiatives/top20/default.asp>) contains the Safety and Security Requirements.

The Contractor is also encouraged to refer to the Federal Transit Administration's "Transit Agency Security and Emergency Protective Measures" report available on the FTA website (<http://transit-safety.volpe.dot.gov/publications/security/ProtectiveMeasures/PDF/ProtectiveMeasures.pdf>). This document has been developed by the Federal Transit Administration, in consultation with the Department of Homeland Security's Transportation Security Administration and Office of Grants and Training and the American Public Transportation Association. It replaces 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 Department of Homeland Security 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 Transit Security Plan will be negotiated with Director to ensure that the County's needs are adequately addressed. The final approved Transit Security Plan will be attached as Exhibit L.

All Contractor operators shall be expected to observe all applicable State of California Occupational Safety and Health Administration (Cal/OSHA) and Public Works' safety requirements. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.

U. Maps

Route descriptions, schedules, and stop location listings are described in Exhibit E.

V. Responsibilities of the Contractor

Contractor shall operate service subject only to the general policies and direction of County with regard to management and operations and to the provisions and requirements of this Exhibit A, Scope of Work. Contractor shall do all things, including, but not limited to, providing executive and administrative management; employing and supervising of all personnel, including supervisors, vehicle operators, dispatchers, mechanics, and other maintenance personnel; operating training and safety programs; maintaining and repairing of vehicles and equipment; processing of warranty claims for County vehicles; assisting in public relations and promotions; preparing reports and analysis of financial and other matters; clerical, statistical, and bookkeeping services; and providing all vehicle operators, facilities, equipment, parts, and supplies required in the operation of service unless specifically identified to be contributed by County.

Proposer's Maintenance Manager has a minimum of three years' experience in maintaining similar fleets of transit vehicles. The Proposer shall submit the Maintenance Manager's valid and active National Institute for Automotive Service Excellence (ASE) Certification in T-8 Preventive Maintenance Inspection (Medium/Heavy Truck) or an affirmative statement that the Proposer's Maintenance Manager will obtain one within 12 months after the proposed contract start date or the Proposer will have a Maintenance Manager with the Certification within 12 months of the start of the proposed contract. The Proposer's Maintenance Manager shall maintain their ASE Certification throughout the term of the contract.

Proposer and Proposer's Program Manager has a minimum of three years' experience performing the type of service solicited.

Proposer has submitted copies of valid and active State of California DMV Class B (with appropriate endorsements) driver's licenses and copies of valid and active DMV Medical Examination Certificates "Green Wallet Card" as well as any other required licenses or endorsements required by Federal, State, and local regulations or an affirmative statement that the Proposer shall provide these documents before the start of the proposed contract.

W. Responsibilities of Public Works

The County will determine the need for, and provide, jobsite inspection of vehicles, equipment, and all other peripheral equipment. Contractor shall be responsible to perform all the work necessary to correct any deficiencies noted before vehicle returns to service.

X. Project Safety Official

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

Y. Force Majeure

Contractor shall not be charged, nor shall County demand from Contractor damages, because of failure in providing Service due to unforeseeable cause beyond the control and without the fault or negligence of Contractor. Such causes of excusable delay may include acts of Federal and/or State governments, acts of County, or anyone employed by it, fires, floods, storms, strikes, and public road closures, but in every case the delay is excusable only for so long as and to the extent that the excusable delay continues.

In the event that the Contractor is unable to provide Service indicated due to any cause, it shall make a reasonable attempt to so notify the public patronizing Service.

Whenever Contractor has notice or knowledge that any actual or potential situation is delaying or threatens to delay the timely performance or Service, Contractor shall immediately give notice to Director and confirm by written notice thereof, including all written information with respect thereto. Contractor shall consult with County to determine the best method or course of action to alleviate or avoid any such delay and shall take such action thereafter in this matter as directed by County.

Z. 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 deduct them 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 work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price;
  - d. The parties are not under any compulsion to contract;
  - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;
  - f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; 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. It is mutually understood and agreed that Contractor's failure to meet operating performance standards will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix, the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time. The liquidated damages are not intended as a penalty or forfeiture for

Contractor's breach. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, if the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.

a. On-Time Performance

In the event Contractor fails to meet an on-time performance standard, it is agreed that County may at its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per incident, if within any 30-day period, any of the following incidents occur on a route after the occurrence of one substantiated incident on the same route during such 30-day period:

- (1) A Service trip fails to start more than 30 minutes following the time set forth for departure at any designated time point.
- (2) A Service trip departs in advance of scheduled departure time set forth at any designated time point.

b. Incomplete Trip

If a Service trip is not substantially completed, the liquidated damages shall be \$200 per occurrence. If the pickup/drop-off points for each route are not performed in the correct order as shown on Exhibit E, the trip shall be considered not substantially completed.

c. Vehicles Not Available

In the event that specified number of regular Service vehicles, not including backup, are not in Service, it is agreed that the Director may, at his sole discretion, assess against Contractor liquidated damages in the amount of \$500 per vehicle per event.

d. Excessive Complaints

In the event of two or more valid passengers' complaints on the same route the liquidated damages will be \$300 per complaint, if within any 30-day period. County and Contractor shall jointly determine which complaints are valid, i.e., as a result of Contractor's actions, which could have reasonably been prevented; however, the final decision on validity of passenger complaints shall rest with County.

e. Reporting

Contractor shall submit monthly reports, including ridership, on-time performance, driver logs, safety, and marketing activities in the form and number approved by County within 15 calendar days after the end of each month unless more time is approved by County. Contractor shall submit the quarterly Controlled Substance and Alcohol Testing Program report within 15 days after the end of each quarter. Liquidated damages of \$50 per day may be assessed for late reports.

f. Shutdown of Vehicles

If any Service vehicle is shutdown, as a result of an unsatisfactory rating by the CHP, the liquidated damages will be \$500 per vehicle during the shutdown.

g. Preventive Maintenance

The Preventive Maintenance Inspections (PMI) shall be performed every 3,000 miles or 45-day intervals, whichever comes first, but in no case shall inspections exceed the specified intervals by 500 miles or more. Failure to meet this standard will result in nonpayment for Service miles or hours operated by vehicles exceeding the PMI intervals or liquidated damages \$500 per occurrence, whichever is higher.

h. Deficient Vehicle Conditions

In the event any Service vehicle is rejected by Contract Manager, as a result of deficient mechanical condition or unacceptable vehicle appearance, \$500 per day per vehicle in liquidated damages shall be assessed until the condition is corrected satisfactorily to Contract Manager. If the Contractor has documentation indicating that the condition of the vehicle cannot be corrected due to the availability of parts, then Contract Manager, at its sole discretion, may waive the liquidated damages until the parts are available.

i. Engine Smoke

If any Service vehicle fails to pass a smoke test, the liquidated damages shall be \$200 per occurrence. If a vehicle received a complaint letter or compliance form from the California Air Resources Board (CARB), South Coast Air Quality Management District (SCAQMD), the CHP, or other governmental agency

authorized to issue such a letter or form, the liquidated damages shall be \$200 per occurrence. If such complaint is found to be without merit, County, at its sole discretion, may waive the liquidated damages. If a vehicle received a citation for smoke from CARB, SCAQMD, the CHP, or other governmental agency authorized to issue such citation, the Contractor shall be liable for the citation in addition to the above-liquidated damages.

j. Permanent Vehicle Rejection

In the event any Service vehicle is rejected permanently by the Director as a result of vehicle condition, Contractor shall replace said vehicle and will be assessed \$500 per day per vehicle in liquidated damages until vehicle is replaced with one that is satisfactory to Contract Manager.

k. Incorrectly Set Signs

In the event any Service vehicle displays an incorrect sign while in service or if it fails to display the sign, the penalty shall be \$100 per occurrence.

## 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.

Direct Employee. Worker employed by Contractor under Contractor's state and federal taxpayer identification.

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

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

Employee Leasing. Any agreement to employ any worker, at any tier, that is neither a subcontract nor a direct employee relationship.

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 Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment 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, or 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 reemployment 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 RFP 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.
  8. Employee Leasing is prohibited.

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 that 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.

#### 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):
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

These terms shall also apply to subcontractors of County contractors.

## 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

### TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

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 Transitional Job Opportunity vendor.

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 Transitional Job Opportunities vendor.

If Contractor has obtained County certification as a Transitional Job Opportunities vendor 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 the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in the amount of not more than ten 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).

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

SECTION 10

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.

SECTION 11

DISPLACED TRANSIT EMPLOYEE PROGRAM  
California Labor Code 1070 through 1074

- A. In accordance with Labor Code Section 1072 (c)(1), if the County informs the Contractor that the County intends to issue a new solicitation for these services, Contractor shall, within 14 calendar days thereafter, provide to the County the number of employees who are performing services under this Contract and the wage rates, benefits, and job classifications of those employees. In addition, the Contractor shall make this information available to any entity that the County has identified as a bona fide proposer for the successor contract. If the successor service contract is awarded to a new contractor, the Contractor shall provide the names, addresses, dates of hire, wages, benefit levels, and job classifications of employees to the successor contractor.

The following provision applies if the Contractor declared that the Contractor is willing to retain employees of previous contractor and signed Form PW-14, indicating that they will do so in their proposal.

- B. If the Contractor has declared in Form PW-14 that the Contractor will retain employees of the prior contractor or subcontractor for a period of not less than 90 days, the Contractor shall retain employees who have been employed by the prior contractor or subcontractors, except for reasonable and substantiated cause as specified in California Labor Code Section 1072 (c)(2). That cause is limited to the particular employee's performance or conduct while working under the prior contract or the employee's failure of any controlled substances and alcohol test, physical examination, criminal background check required by law as a condition of employment, or other standard hiring qualification lawfully required by the Contractor and/or subcontractor.
- C. In accordance with California Labor Code Section 1072 (c)(3), the Contractor shall make a written offer of employment to each employee to be rehired. That offer shall state the time within which the employee must accept that offer, but in no case less than 10 days. California Labor Code 1072 (c)(3) does not require the Contractor and/or subcontractor to pay the same wages or offer the same benefits provided by the prior contractor or subcontractor.
- D. If, at any time, the Contractor or subcontractor determines that fewer employees are required than were required under the prior contract or subcontract, the Contractor or subcontractor shall retain qualified employees by seniority within the job classification. In determining those employees who are qualified, the Contractor or subcontractor may require an employee to possess any license that is required by law to operate the equipment that the employee will operate as an employee of the Contractor or subcontractor.

E. Termination for Breach

1. In accordance to California Labor Code Section 1074 (a), upon its motion or upon the request of any member of the public, the County may terminate this Contract if both of the following occur:
  - a. The Contractor or subcontractor has substantially breached this Contract.
  - b. The County holds a public hearing within 30 days of the receipt of the request or its announcement of its intention to terminate.
2. Contractor or subcontractor terminated pursuant to this provision shall be ineligible to submit proposal on or be awarded a service contract or subcontract with the County for a period of not less than one year and not more than three years, to be determined by the County.
3. Nothing herein is intended nor shall be construed as creating any exclusive provision for termination of this Contract. This provision shall not limit the County's right to terminate or debar contractors under any other provisions of this Contract or under any other provision of the law.

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Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2006)

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

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#### 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.

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Notice 1015 (Rev. 12-2006)  
Cat. No. 205691

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



State of California  
Gray Davis, Governor

Health and Human Services Agency  
Grantland Johnson, Secretary

Department of Social Services  
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District  
Yvonne Brathwaite-Burke, Supervisor, Second District  
Zev Yaroslavsky, Supervisor, Third District  
Don Knabe, Supervisor, Fourth District  
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

**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 entregados  
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)



**Estado de California**  
Gray Davis, Gobernador

**Agencia de Salud y Servicios Humanos**  
(Health and Human Services Agency)  
Grantland Johnson, Secretario

**Departamento de Servicios Sociales**  
(Department of Social Services)  
Rita Saenz, Directora



**Consejo de Supervisores del Condado de Los Angeles**

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

**¿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 cambien 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.

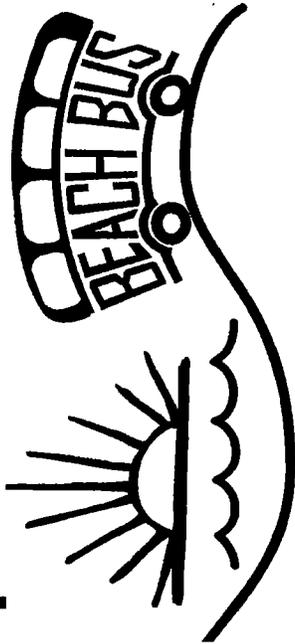
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**Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.**

---

*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.*

from the **FOOTHILLS**  
to the **SEA**  
and back again



## ALTADENA

Ride the  
**2007 ALTADENA  
SUMMER BEACH BUS**  
to **SANTA MONICA**

Enjoy the surf, sand, and  
surroundings at  
**Santa Monica Beach**

IF YOU HAVE A DISABILITY-RELATED ACCOMMODATION NEED,  
NEED INFORMATION IN AN ALTERNATIVE FORMAT, OR WANT  
ADDITIONAL INFORMATION, PLEASE CALL

**(888) 769-1122**  
OR VISIT

[www.LAGoBus.info](http://www.LAGoBus.info)

### DATES AND SCHEDULE

**MAY 28 - SEPTEMBER 3, 2007**  
MEMORIAL DAY, TUESDAYS, THURSDAYS,  
FRIDAYS, SATURDAYS, AND LABOR DAY

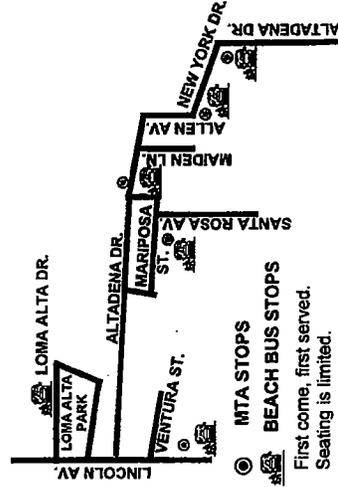
#### BUS TO SANTA MONICA BEACH

Lincoln Av. and Ventura St.	9:15 a.m.
Loma Alta Park	9:22 a.m.
Mariposa St. and Santa Rosa Av.	9:30 a.m.
Altadena Dr. and Maiden Ln.	9:35 a.m.
Allen Av. and New York Dr.	9:40 a.m.
Altadena Dr. and New York Dr.	9:44 a.m.
Santa Monica Beach	10:36 a.m.

#### BUS TO ALTADENA

Santa Monica Beach	3:00 p.m.
Altadena Dr. and New York Dr.	3:50 p.m.
Allen Av. and New York Dr.	3:54 p.m.
Altadena Dr. and Maiden Ln.	3:59 p.m.
Mariposa St. and Santa Rosa Av.	4:04 p.m.
Loma Alta Park	4:12 p.m.
Lincoln Av. and Ventura St.	4:19 p.m.

#### BUS STOPS



### FARE STRUCTURE

Exact fare please

<b>ROUNDTrip</b>	
All Children and Adults.....	\$3.00
Sr. Citizens (62+)*.....	\$1.50
Persons with Disabilities.....	\$1.50
*with proper identification	

### MINIMUM AGE REQUIREMENT

Any person boarding the bus under twelve (12) years of age must be accompanied by an adult.

### LARGE GROUPS

If you are planning a large group trip, please call at least two business days in advance and we may be able to provide an additional bus.

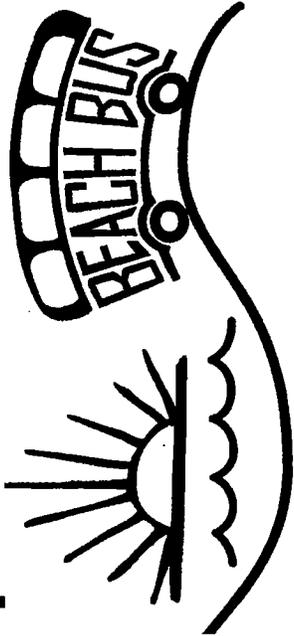
**(888) LA Go Bus or (888) 524-6287**



This service is sponsored by the  
County of Los Angeles  
Mayor Michael D. Antonovich

EXHIBIT E.1

from the **DESERT**  
to the **SEA**  
and back again



## ANTELOPE VALLEY

Ride the  
**2007 ANTELOPE VALLEY  
SUMMER BEACH BUS**  
to **SANTA MONICA**

Enjoy the surf, sand, and  
surroundings at  
Santa Monica Beach

IF YOU HAVE A DISABILITY-RELATED ACCOMMODATION NEED,  
NEED INFORMATION IN AN ALTERNATIVE FORMAT, OR WANT  
ADDITIONAL INFORMATION, PLEASE CALL

**(888) 769-1122**

OR VISIT

[www.LAGoBus.info](http://www.LAGoBus.info)

### DATES AND SCHEDULE

**MAY 28 - SEPTEMBER 3, 2007**  
MEMORIAL DAY, TUESDAYS, THURSDAYS,  
SATURDAYS, AND LABOR DAY

#### BUS TO SANTA MONICA BEACH

Lancaster City Park 8:40 a.m.  
Palmdale Transportation Center 8:55 a.m.  
Santa Monica Beach 10:30 a.m.

#### BUS TO ANTELOPE VALLEY

Santa Monica Beach 3:00 p.m.  
Palmdale Transportation Center 4:35 p.m.  
Lancaster City Park 4:50 p.m.



### FARE STRUCTURE

Exact fare please

	<b>ROUNDTrip</b>
All Children and Adults.....	<b>\$ 6.00</b>
Sr. Citizens (62+)*.....	<b>\$ 2.00</b>
Persons with Disabilities.....	<b>\$ 2.00</b>

\*with proper identification

### MINIMUM AGE REQUIREMENT

Any person boarding the bus under twelve (12)  
years of age must be accompanied by an adult.

### LARGE GROUPS

If you are planning a large group trip, please  
call at least two business days in advance and  
we may be able to provide an additional bus.

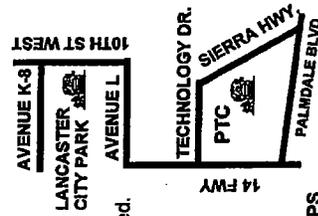
**(888) LA Go Bus or (888) 524-6287**



This service is sponsored by the  
County of Los Angeles  
Mayor Michael D. Antonovich

EXHIBIT E.2

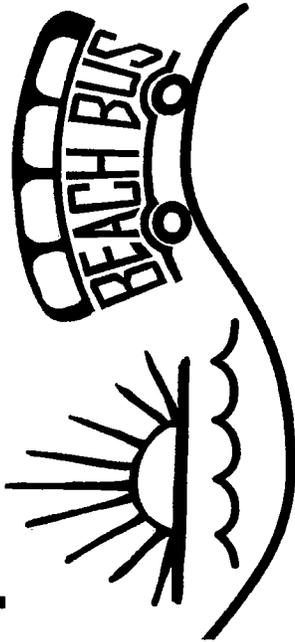
### BUS STOPS



**BEACH BUS STOPS**

LANCASTER CITY PARK  
PALMDALE TRANSPORTATION CENTER  
(PTC)

from the **SUBURBS**  
to the **SEA**  
and back again



## CHARTER OAK

Ride the  
**2007 CHARTER OAK  
SUMMER BEACH BUS**  
to **SANTA MONICA**

Enjoy the surf, sand, and  
surroundings at  
**Santa Monica Beach**

IF YOU HAVE A DISABILITY-RELATED ACCOMMODATION NEED,  
NEED INFORMATION IN AN ALTERNATIVE FORMAT, OR WANT  
ADDITIONAL INFORMATION, PLEASE CALL

**(888) 769-1122**  
OR VISIT

[www.LAGoBus.info](http://www.LAGoBus.info)

### DATES AND SCHEDULE

**MAY 28 - SEPTEMBER 3, 2007**  
MEMORIAL DAY, WEDNESDAYS,  
FRIDAYS, SATURDAYS, AND LABOR DAY

#### BUS TO SANTA MONICA BEACH

Cienega Av. & Sunflower Av. 9:00 a.m.  
Charter Oak Park 9:05 a.m.  
Santa Monica Beach 10:00 a.m.

#### BUS TO CHARTER OAK

Santa Monica Beach 3:00 p.m.  
Charter Oak Park 3:55 p.m.  
Cienega Av. & Sunflower Av. 4:00 p.m.



### FARE STRUCTURE

Exact fare please

	<b>ROUNDTrip</b>
All Children and Adults.....	<b>\$3.00</b>
St. Citizens (62+)* .....	<b>\$1.50</b>
Persons with Disabilities.....	<b>\$1.50</b>
*with proper identification	

### MINIMUM AGE REQUIREMENT

Any person boarding the bus under twelve (12) years of age must be accompanied by an adult.

### LARGE GROUPS

If you are planning a large group trip, please call at least two business days in advance and we may be able to provide an additional bus.

**(888) LA Go Bus or (888) 524-6287**



This service is sponsored by the  
County of Los Angeles  
Mayor Michael D. Antonovich

EXHIBIT E.3

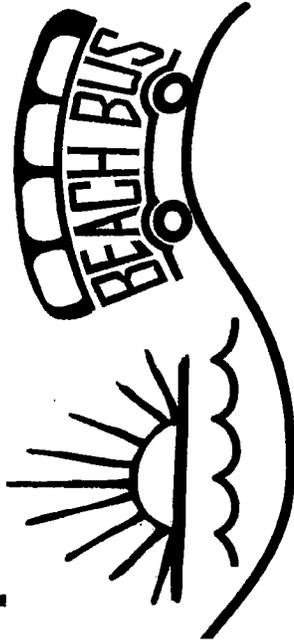
### BUS STOPS



### BEACH BUS STOPS

First come, first served.  
Seating is limited.

from the **VALLEY**  
to the **SEA**  
and back again



## TOPANGA CANYON

Ride the  
**2007 TOPANGA CANYON  
SUMMER BEACH BUS**  
to **LOCAL BEACHES**

Enjoy the surf, sand, and  
surroundings at  
**Topanga State Beach  
Will Rogers State Beach  
Santa Monica State Beach**

IF YOU HAVE A DISABILITY-RELATED ACCOMMODATION NEED,  
NEED INFORMATION IN AN ALTERNATIVE FORMAT, OR WANT  
ADDITIONAL INFORMATION, PLEASE CALL

**(888) 769-1122**

OR VISIT

[www.LAGoBus.info](http://www.LAGoBus.info)

## DATES AND SCHEDULE

**JUNE 25 - SEPTEMBER 3, 2007**  
MONDAY THROUGH FRIDAY

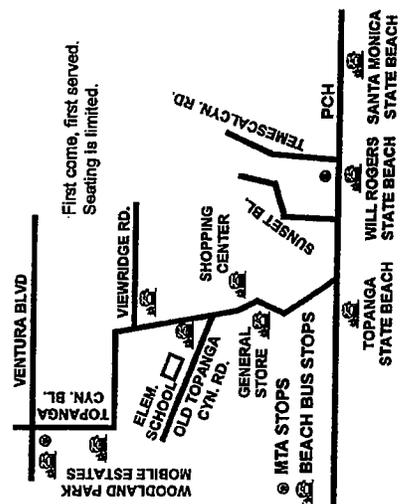
### BUS TO BEACHES

Warner Center Station	8:45 a.m.	11:30 a.m.	2:20 p.m.
Topanga Cyn. Bl./Ventura Bl.	9:00 a.m.	11:45 a.m.	2:30 p.m.
Woodland Park Mobile Estates	9:05 a.m.	11:50 a.m.	2:35 p.m.
Viewridge Rd./Topanga Cyn. Bl.	9:10 a.m.	11:55 a.m.	2:40 p.m.
Elementary School	9:20 a.m.	12:05 p.m.	2:50 p.m.
General Store	9:25 a.m.	12:10 p.m.	2:55 p.m.
Topanga State Beach	9:45 a.m.	12:30 p.m.	3:15 p.m.
Will Rogers State Beach	9:50 a.m.	12:35 p.m.	3:20 p.m.
Santa Monica Beach	10:00 a.m.	12:40 p.m.	3:25 p.m.

### BUS TO TOPANGA CANYON

Santa Monica Beach	10:05 a.m.	1:10 p.m.	3:40 p.m.
Will Rogers State Beach	10:20 a.m.	1:25 p.m.	3:55 p.m.
Topanga State Beach	10:30 a.m.	1:35 p.m.	4:05 p.m.
Shopping Center	10:45 a.m.	1:50 p.m.	4:20 p.m.
Elementary School	10:50 a.m.	1:55 p.m.	4:25 p.m.
Viewridge Rd./Topanga Cyn. Bl.	11:00 a.m.	2:00 p.m.	4:35 p.m.
Woodland Park Mobile Estates	11:05 a.m.	2:05 p.m.	4:40 p.m.
Topanga Cyn. Bl./Ventura Bl.	11:10 a.m.	2:10 p.m.	4:45 p.m.
Warner Center Station	11:20 a.m.	2:20 p.m.	4:55 p.m.

### BUS STOPS



### FARE STRUCTURE

Exact fare please

<b>ONE WAY</b>	
All Children and Adults.....	\$ .50
Sr. Citizens (62+)*.....	\$ .25
Persons with Disabilities.....	\$ .25

\*with proper identification

### MINIMUM AGE REQUIREMENT

Any person boarding the bus under twelve (12) years of age must be accompanied by an adult.

### LARGE GROUPS

If you are planning a large group trip, please call at least two business days in advance and we may be able to provide an additional bus.

**(888) LA Go Bus or (888) 524-6287**



This service is sponsored by the  
**County of Los Angeles**  
Supervisor Zev Yaroslavsky

**DAYS OF OPERATION**

<b>ROUTE</b>	<b>Mon</b>	<b>Tue</b>	<b>Wed</b>	<b>Thurs</b>	<b>Fri</b>	<b>Sat</b>
<b>Altadena</b>		X		X	X	X
<b>Antelope Valley</b>		X		X		X
<b>Charter Oak</b>			X		X	X
<b>Topanga Canyon</b>	X	X	X	X	X	X

**All routes, except Topanga Canyon, will start service on Memorial Day.**

**All routes will provide service on Labor Day.**

**CONTRACTOR VEHICLE SPECIFICATIONS****Section I: Cutaway or Cutaway School Bus**

- Standard 25 ft Class 3 Cutaway vehicle.
- Minimum 14,000 LB GVWR
- 5,000 lbs. front axle (GAWR)
- 10,000 lbs. rear axle (GAWR)
- Spring suspension front and rear (option for rear air)
- 159 to 178-inch wheelbase
- Four (4) Wheel Disc Brakes
- 22 passengers or 16 passengers with two wheelchair positions
- Folding seats are provided in the wheelchair area, which cannot be used while wheelchairs are on board (if ADA compliant)
- Vertical stanchions throughout perimeter seating
- 70,000 BTU passenger area air conditioning system
- 24,500 BTU driver area air conditioning system
- 35,000 BTU passenger area heater
- Backup alarm
- If ADA compliant, Ricon model S-2005, Braun Millennium, or Director approved equal, fully automatic wheelchair lift to include: manual backup, handrails, California brake interlock, lift pad kit, lift lighting, and meeting all State and Federal requirements, including Sec. 571.403 Standard No. 403; Platform lift systems for motor vehicles.
- If ADA-compliant, ADA-compliant securement system for two wheelchair passengers
- 10 lbs. ABC Fire Extinguisher, first aid kit, reflector kit, body fluid kit

**Section II Motor Coach 40 – 47 Passengers**

- Minimum 44,000 LB GVWR
- 40 passengers or 34 passengers with two wheelchair positions
- Folding seats are provided in the wheelchair area, which cannot be used while wheelchairs are on board (if ADA compliant)
- Passenger area air conditioning system
- Driver area air conditioning system
- Passenger area heater
- Public address system with gooseneck microphone
- Backup alarm
- If ADA compliant, Ricon model S-2005, Braun Millennium, or Director approved equal, fully automatic wheelchair lift to include: manual backup, handrails, California brake interlock, lift pad kit, lift lighting, and meeting all State and Federal requirements, including Sec. 571.403 Standard No. 403; Platform lift systems for motor vehicles.
- ADA-compliant securement system for two wheelchair passengers when requested by the Contract Manager
- 10 lbs. ABC Fire Extinguisher, first aid kit, reflector kit, body fluid kit

**Section III Motor Coach 48 - 55 Passengers**

- Minimum 44,000 LB GVWR
- 48 passengers or 40 passengers with two wheelchair positions
- Folding seats are provided in the wheelchair area, which cannot be used while wheelchairs are on board (if ADA compliant)
- Passenger area air conditioning system
- Driver area air conditioning system
- Passenger area heater
- Public address system with gooseneck microphone
- Backup alarm
- If ADA compliant, Ricon model S-2005, Braun Millennium, or Director approved equal, fully automatic wheelchair lift to include: manual backup, handrails, California brake interlock, lift pad kit, lift lighting, and meeting all State and Federal requirements, including Sec. 571.403 Standard No. 403; Platform lift systems for motor vehicles.
- ADA-compliant securement system for two wheelchair passengers when requested by the Contract Manager
- 10 lbs. ABC Fire Extinguisher, first aid kit, reflector kit, body fluid kit

**Section IV School Bus (large) 48 or more Passengers**

- Minimum 30,000 LB GVWR
- 48 or more passengers
- Passenger area air conditioning system\*
- Driver area air conditioning system
- Passenger area heater
- Public address system with gooseneck microphone
- Backup alarm
- 10 lbs. ABC Fire Extinguisher, first aid kit, reflector kit, body fluid kit

\* Non-air conditioned buses will have 2 points deducted – see scoring

**CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM**1. Substance Abuse Testing

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

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

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

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

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

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

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

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

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

The Provider shall make the necessary arrangements for and require substance abuse testing of all personnel, independent contractors' or subcontractors' employees involved in a traffic accident while operating a Service vehicle within as short a time as possible following the accident and in no event to exceed three (3) hours thereafter.

The Provider 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. The Provider shall make arrangements to provide for continued public transportation service prior to ordering the subject individual to report for drug testing, but shall make every effort to have the testing occur within three (3) hours of the reported incident.

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

All persons testing "positive" for controlled substance abuse or showing blood-alcohol concentration in excess of **0.04** percent shall be immediately suspended from servicing or operating Service vehicles pending review pursuant to the review

procedure set forth herein below. In the absence of an overruling of the suspension pursuant to the review procedure, the Provider shall permanently prohibit these individuals from servicing or operating Service vehicles pursuant to this Scope of Work.

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

3. Non-discretionary, Random Substance Abuse Testing

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

Names of individuals shall be chosen for random testing on a schedule designed to test 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 6 hours notice prior to his or her appointment for the test.

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

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

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

4. Double Testing

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

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

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

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

c. Institute A Review Procedure

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

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

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

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

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

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

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

The Board has absolute discretion to question of extenuating circumstances.

The Board shall vote on whether to sustain or overrule the prohibition intended to be imposed within one (1) week of the hearing. A two-thirds vote is required to overrule the Provider'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 the Provider. The confidentiality shall be of a limited nature. The files will not be available for public inspection and the information therein shall not be otherwise published. The County shall have access thereto however. Statistics generated there from without specific reference to individuals may be published or made available for public inspection; and the Provider will not refuse to honor a criminal or civil subpoena relative thereto.

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

**Provider:** \_\_\_\_\_ **Reporting Period:** \_\_\_\_\_

**Agreement/Contract No.** \_\_\_\_\_ **Project:** \_\_\_\_\_

A requirement of the subject Agreement or Scope of Work is the mandatory quarterly drug testing program. Please complete and submit one of these forms no later than fifteen (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 \_\_\_\_\_

**VEHICLE APPEARANCE/CLEANLINESS CHECKLIST**

Date/Time \_\_\_\_\_ Vehicle No. \_\_\_\_\_

Checked BY \_\_\_\_\_

<b>EXTERIOR</b>	<b>VERY GOOD</b>	<b>ACCEPTABLE</b>	<b>UNACCEPTABLE</b>
Windshield	_____	_____	_____
Windows	_____	_____	_____
Body-Front and Sides	_____	_____	_____
Body-Rear	_____	_____	_____
Fuel Filter Area	_____	_____	_____
Wheels	_____	_____	_____
Rubber/Vinyl Parts	_____	_____	_____
Destination Sign Area	_____	_____	_____

<b>INTERIOR</b>	<b>VERY GOOD</b>	<b>ACCEPTABLE</b>	<b>UNACCEPTABLE</b>
Entry/Driver Area	_____	_____	_____
Windshield	_____	_____	_____
Floor/Aisle	_____	_____	_____
Seats	_____	_____	_____
Seat Backs	_____	_____	_____
Windows	_____	_____	_____
Lift or Exit Door Area	_____	_____	_____
Sidewall Panels	_____	_____	_____
Modesty Panels	_____	_____	_____
Stanchions/Grab Rails	_____	_____	_____
Information Display Area	_____	_____	_____
Schedule Holder(s)	_____	_____	_____

Subtotal \_\_\_\_\_

Total \_\_\_\_\_

<b>OVERALL RATING</b>	_____	<b>VERY GOOD</b>
	_____	<b>ACCEPTABLE</b>
	_____	<b>UNACCEPTABLE</b>

# DAILY BUS REPORT

Bus /Vehicle # \_\_\_\_\_ Driver 1 \_\_\_\_\_ Driver 2 \_\_\_\_\_ Total Miles \_\_\_\_\_  
 Signature \_\_\_\_\_ Signature \_\_\_\_\_ Yard \_\_\_\_\_  
 Day \_\_\_\_\_ Miles (End Yard) \_\_\_\_\_ Miles (End Yard) \_\_\_\_\_ Revenue \_\_\_\_\_  
 Miles (End Route) \_\_\_\_\_ Miles (End Route) \_\_\_\_\_ Quantity \_\_\_\_\_  
 Date \_\_\_\_\_ Miles (Start Route) \_\_\_\_\_ Miles (Start Route) \_\_\_\_\_ Oil \_\_\_\_\_  
 Miles (Start Yard) \_\_\_\_\_ Miles (Start Yard) \_\_\_\_\_ Fuel \_\_\_\_\_

**Daily Check List**

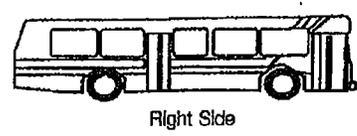
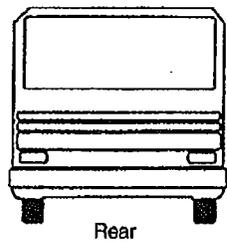
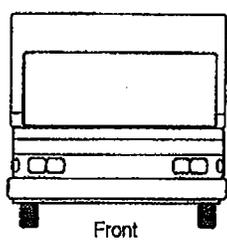
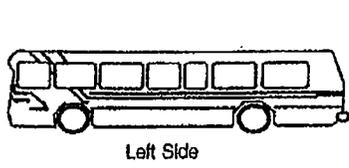
Check(✓), If OK.

If Defective, mark (X)

All defects must be described on bottom of DBR

	Driver 1	Driver 2	Mechanic Initials		Driver 1	Driver 2	Mechanic Initials
1. Air System				26. Emergency Brake			
2. Belts, Hoses				27. Seat Belts			
3. Oil Level				28. Clean Interior			
4. Water Coolant				29. Passenger Seats			
5. Water/Oil Leaks				30. Hand Rails			
6. Tires, Lug Nuts				31. Modesty Panels			
7. Head Lamps				32. Gauges			
8. Turn Signals				Oil Vacuum			
9. Hazard Lights				Amp Temperature			
10. Clearance Lights				Air Speedometer			
11. Brake Lights				33. Vehicle Shut Down			
12. Backup Lights				34. Fire Extinguisher			
13. Glass (All) & Mirrors				35. First Aid/Accident Kit			
14. Clean Exterior				36. Emergency Reflectors			
15. Proper Decals				37. W/C Ties/Restraints			
16. Brake Pedal				38. Transfers/Schedules			
17. Air Gov. Cut in & out				39. Chimes			
18. Stat. Air Press. Loss				40. Vault Check			
18a. Applied Air Press. Lost				41. Radio			
19. Low Air Press. Warning				41a. Fuel Card			
20. Backup Beep/Horn				42. Horn			
21. Emergency Exit				43. Registration			
22. W/C Lift & Cover				44. Insurance Sticker			
23. Passenger Door				45. Current Vehicle Cert. (SPAB/GPPV)			
24. Heater/Defroster/AC				46. Flashlight			
25. Wipers							

Body Damage Description \_\_\_\_\_



Defect number and brief explanation, or other comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



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

**ABBREVIATIONS USED ARE AS FOLLOWS:**

<b>13 CCR:</b> Title 13, California Code of Regulations	<b>DMV:</b> Department of Motor Vehicles
<b>49 CFR:</b> Title 49, Code of Federal Regulations	<b>PNP:</b> Pull Notice Program
<b>BIT:</b> Biennial Inspection of Terminals	<b>PUC:</b> Public Utilities Commission
<b>CHP:</b> California Highway Patrol	<b>VC:</b> California Vehicle Code
<b>CMV:</b> Commercial Motor Vehicle	<b>USDOT:</b> U. S. Department of Transportation

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

**DRIVER RECORDS - NEW DRIVERS**

1. Do you obtain a DMV report showing a prospective driver's current driving record prior to allowing him/her to drive a vehicle listed in VC 34500? VC 1808.1(a)
2. Before you use a driver, is his/her DMV driving record reviewed? VC 1808.1(a)
3. Is a copy of a driver's current DMV driving record signed, dated, and retained until receipt of his/her PNP record? VC 1808.1(a)

**DRIVER RECORDS - PNP**

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

**DRIVERS' HOURS OF SERVICE RECORDS**

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

**DRIVER PROFICIENCY AND RECORDS**

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

**MAINTENANCE PROGRAM AND RECORDS**

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

## EXHIBIT K

### INSPECTION, MAINTENANCE, LUBRICATION, AND REPAIR RECORDS

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

### CARRIER-PERFORMED INSPECTIONS

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

- *Motortrucks of three or more axles which are more than 10,000 pounds gross vehicle weight rating.*
  - *Truck tractors.*
  - *Trailers and semitrailers, pole or pipe dollies, auxiliary dollies, and logging dollies used in combination with vehicles listed above. Camp trailers (VC 242), trailer coaches (VC 635), and utility trailers (VC 666), as defined, are not included.*
  - *Any motortruck with a gross vehicle weight rating of more than 10,000 pounds (excluding a pickup truck as defined in 471 VC), while towing any trailer or semitrailer that results in a combination length over 40 feet (excluding trailer coaches, camp trailers, and utility trailers, as those terms are defined in the Vehicle Code).*
  - *Any truck, or any combination of a truck and any other vehicle, transporting hazardous materials in an amount that requires the display placards.*
25. Do you perform a safety inspection at least every 90 days on each truck, tractor, trailer, and dolly? *VC 34505.5(a)*
  26. Do your 90-day safety inspections include at least the following: *VC 34505.5(a)*
    - (a) Brake adjustment?
    - (b) Brake system components and leaks?
    - (c) Steering and suspension systems?
    - (d) Tires and wheels?
    - (e) Vehicle connecting devices (fifth wheels, kingpins, pintle hooks, drawbars, chains, etc.)?
  27. Are defects which are noted during 90-day inspections corrected prior to operating the vehicle on the highway? *VC 34505.5(b)*
  28. Do 90-day inspection records include: *VC 34505.5(c)*
    - (a) Identification of the vehicle including, make, model, license number, company vehicle number or other means of positive identification?
    - (b) Date and nature of each inspection and repair performed?
    - (c) The signature of your authorized representative attesting to the inspection and to the completion of all required repairs?
  29. Are these inspection records retained for at least two years? *VC 34505.5(c)*

**(Questions 30 through 34 apply to Tour Bus operators only [VC 612])**

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

### VEHICLE IDENTIFICATION

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

## EXHIBIT K

### HAZARDOUS MATERIALS HANDLING PROCEDURES

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

### SATISFACTORY RATED TERMINALS

A terminal rated **satisfactory** is one that is in compliance with applicable laws and regulations. Minor deficiencies or defects which could have developed in normal operation despite a thorough and frequent preventive maintenance program will not preclude assignment of a satisfactory terminal rating. Criteria for assignment of a satisfactory rating include:

- A. Vehicle/equipment condition reflects effective preventive maintenance practices, and shows that the motor carrier follows a well-defined program for scheduled maintenance.
- B. Vehicle records reflect compliance with applicable mandated inspection intervals; clearly identify inspection, service, and lubrication intervals; document services and repairs performed; and are consistent with the actual condition of the vehicles, not just "paper maintenance."
- C. Drivers' daily vehicle inspections are performed and the findings are documented. Defects noted are corrected promptly.
- D. Vehicles are not operated with out-of-service conditions or defects of a long-standing nature.
- E. Drivers' timekeeping records are in use and are current. Records are retained for at least the minimum time required.
- F. Drivers comply with hours of service limits established by state and federal law, as applicable.
- G. Drivers' timekeeping records truthfully reflect driver's actual hours of service.
- H. Records reflect compliance with Vehicle Code requirements with respect to the PNP.
- I. Required driver proficiency records are on file.

### UNSATISFACTORY RATED TERMINALS

A terminal rated **unsatisfactory** is one showing evidence of widespread noncompliance with, significantly declining compliance with, or disregard for statutory or regulatory requirements. An unsatisfactory rating will be assigned for any condition described in (A) through (I) below, or for two or more conditions described in (J) or (K) below:

- A. Vehicle or equipment violations of a deliberate or long-standing nature.
- B. More than 20% of inspected vehicles are placed out-of-service.
- C. No maintenance records on file.
- D. Drivers' timekeeping records or other evidence reveals consistent hours of service violations.
- E. Falsified drivers' timekeeping records.
- F. Drivers' timekeeping records not on file as required.
- G. Some or all drivers are not enrolled in the PNP.
- H. Evidence of willful disregard of statutory or regulatory requirements.
- I. Lack of compliance with hazardous materials transportation requirements which could jeopardize public or environmental safety, or hinder prompt action by emergency response personnel.

- 
- J. Maintenance program discrepancies as follows:
    - (1) Violations generally spread over all vehicles which by their nature should have been detected and corrected under an effective inspection and maintenance program.
    - (2) Maintenance records not current.
    - (3) Maintenance record entries not consistent with vehicle condition, revealing "paper maintenance".
    - (4) Inspection or maintenance not performed as scheduled.
    - (5) Vehicle defects not promptly corrected.
    - (6) Vehicle repairs not properly recorded.
  - K. Driver records discrepancies as follows:
    - (1) Driver records not current.
    - (2) Driver records not on file for the required retention period.
    - (3) Improperly prepared drivers' records.

## EXHIBIT K

### CONDITIONAL RATED TERMINALS

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

### ABOUT THIS CHECKLIST

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

### CHP MOTOR CARRIER SAFETY UNITS

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

#### Northern Division

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

#### Southern Division

437 North Vermont Avenue  
Los Angeles, CA 90004-3590  
(323) 644-9557  
(323) 953-4827 (Fax)

#### Valley Division

11336 Trade Center Drive  
Rancho Cordova, CA 95741-0640  
(916) 464-2090  
(916) 464-2097 (Fax)

#### Border Division

9330 Farnham Street  
San Diego, CA 92123-1284  
(858) 650-3655  
(858) 637-7159 (Fax)

#### Golden Gate Division

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

#### Coastal Division

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

#### Central Division

4771 West Jacquelyn Avenue  
Fresno, CA 93722-6406  
(559) 445-6992  
(559) 276-9449 (Fax)

#### Inland Division

847 East Brier Drive  
San Bernardino, CA 92408-2820  
(909) 388-7102  
(909) 885-0981 (Fax)

**TRANSIT SECURITY PLAN**

EXHIBIT L "Intentionally left blank" (Upon award of Contract, the approved Transit Security Plan will be attached herein.)

**Sample Fuel Adjustment Calculation: Fuel Purchased at Market Prices**

Following sample data is required to calculate fuel adjustment:

Daily Rate from PW-2, Schedule of Prices: \$500.00  
 Percentage of Daily Rate Attributable to Fuel Costs: 10% (from Agreement)  
 Proposal due date: August 2005  
 Contract start date: July 2006

Fuel Adjustment Component for Diesel Price:

Diesel (On-Highway) - May 2005<sup>1</sup> \$2.4502 per Gallon  
 Diesel (On-Highway) - April 2006<sup>2</sup> \$2.9323 per Gallon  
 Percent Change = [(April 2006 Price/Gallon – May 2005 Price/Gallon) x (May 2005 Price/Gallon)] x (100)  
 [(\$2.9323 - \$2.4502) / \$2.4502] x (100) = 19.7%  
 Percent Change in Diesel Price (On-Highway) 19.7% increase

Adjusted Daily Rate (Fuel Adjustment Component):  
 = (10% of daily rate x Percent Change in Diesel Price)  
 = (10% x \$500.00 x 19.7%)  
 = \$9.85 Fuel Adjustment (increase)

**Adjusted Daily Rate for July 2006**

\$500.00 + \$9.58= \$509.58

**Sample Fuel Adjustment Calculation: Fuel Purchased Under Long-Term Fuel Supply Agreement**

Following sample data is required to calculate fuel adjustment:

Daily Rate from PW-2, Schedule of Prices: \$500.00  
 Percentage of Daily Rate Attributable to Fuel Costs: 10% (from Agreement)  
 Proposal due date: August 2005 (Long-Term Fuel Price: \$2.00 per gallon)  
 Contract start date: July 2006  
 Renegotiation of Fuel Price: September 2006 (renegotiated price is \$2.25 per gallon)

Fuel Adjustment Component for Contract Price:

August 2005 \$2.00 cents per gallon  
 Renegotiated Price in September 2006 \$2.25 cents per gallon  
 [(September 2006 Price/Gallon – August 2005 Price/Gallon) / (August 2005 Price/Gallon)] x (100) = Percent Change  
 [(\$2.25 - \$2.00) / \$2.00] x (100) = 12.5%  
 Percent change in Diesel (long-term price) 12.5% increase

Adjusted Daily Rate (Fuel Adjustment Component):  
 = (10% of daily rate x Percent change in price)  
 = (10% x \$500.00 x 12.5%)  
 = \$6.25 Fuel Adjustment (increase)

**Adjusted Daily Rate beginning September 2006**

\$500.00 + \$6.25 = \$506.25

<sup>1</sup> Three months preceding the proposal due date.  
<sup>2</sup> Three months preceding the contract start date.