



MARK PESTRELLA, Director

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>

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

IN REPLY PLEASE

REFER TO FILE: **BRC-1**

September 4, 2018

NOTICE OF INVITATION FOR BIDS FOR SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE (2018-PA034)

PLEASE TAKE NOTICE that Public Works requests bid submissions for the Sunshine (South Whittier) Shuttle Service (2018-PA034) contract. This contract has been designed to have a potential maximum contract term of 4 years, consisting of an initial 1-year term and potential additional three 1-year option renewals. The total annual contract amount of these services is estimated to be \$1,292,000. The Invitation for Bids (IFB) with contract specifications, forms, and instructions for preparing and submitting bids may be requested from Ms. Anna Leung at (626) 458-4072 or aleung@dpw.lacounty.gov or Mr. Eric Fong at (626) 458-4077 or erfong@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

There will be no proposers conference requirement for this solicitation.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/brcd/servicecontracts>.

Public Works' "Business Opportunities" Website Registration:

All interested bidders for this IFB are strongly encouraged to register at <http://dpw.lacounty.gov/general/contracts/opportunities/>. Only those firms registered for this IFB through the website will receive automatic notification when any update to this IFB is made. **The County does not have an obligation to notify any bidders other than through the Public Works website's automatic notification system.**

Doing Business with Local Small Business Enterprise, Disabled Veteran Business Enterprise, and Social Enterprise:

The County strongly encourages participation from firms, primes, and subcontractors, which are certified in the County's Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) Preference

Programs. The County's LSBE, DVBE, and SE Preference Programs require firms to complete a certification process to receive certain benefits allowed only for LSBE, DVBE, and SE, such as a 15 percent price preference, not to exceed \$150,000, when applicable, and LSBE Prompt Payment Programs. The following link provides additional information on being County certified LSBE, DVBE, and SE: <http://dcba.lacounty.gov>. All interested firms that are included in the Qualified Contractor List resulting from Request for Statement of Qualifications (RFSQ) for Fixed Route and Dial-A-Ride Transit Services (2016-SQPA001) are invited to submit a bid provided that they meet the minimum requirements identified in this IFB.

Minimum Mandatory Requirements: Bidders must meet all minimum requirements set forth in the RFSQ and IFB documents including, but not limited to:

No subcontracting is allowed for this service. If a bidder makes reference to using a subcontractor or if a bidder includes a list of subcontractors to perform the contracted work, the bid will be immediately disqualified as nonresponsive.

1. Bidder must be included in the Qualified Contractor List resulting from the RFSQ for Fixed Route and Dial-A-Ride Transit Services (2016-SQPA001).
2. Bidder must have the following minimum number of years of experience using the listed vehicles to provide the same or similar type of fixed route services for governmental or social service agency(ies):
 - Three years of experience in compressed natural gas-powered, heavy-duty, low floor, 30 feet or longer transit buses and/or
 - Three years of experience in propane-powered, heavy-duty, low floor, 30 feet or longer transit buses.

(Use Form PW-18.1, Proposer's Compliance with the Minimum Requirements of the IFP.)

3. Bidder's project manager must have the following minimum number of years of experience managing the same or similar type of fixed route service for governmental or social service agency(ies) using the listed vehicles:
 - Three years of experience in compressed natural gas-powered, heavy-duty, low floor, 30 feet or longer transit buses and/or
 - Three years of experience in propane-powered, heavy-duty, low floor, 30 feet or longer transit buses.

(Use Form PW-18.1, Proposer's Compliance with the Minimum Requirements of the IFP.)

4. Bidder's maintenance manager must have the following minimum number of years of experience in maintaining similar fleets of transit vehicles:
 - Three years of experience in maintaining compressed natural gas-powered, heavy-duty, low floor, 30 feet or longer transit buses and/or
 - Three years of experience in maintaining propane-powered, heavy-duty, low floor, 30 feet or longer transit buses.

(Use Form PW-18.1, Proposer's Compliance with the Minimum Requirements of the IFB.)

5. Bidder must provide copies of all "Satisfactory" California Highway Patrol Safety Compliance Inspections (or passed all reinspections) of the bidder's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections (California Vehicle Code 34501[c]). If the bidder has not performed services in California, the bidder must provide copies of a similar vehicle, maintenance facilities, or terminals inspection for the prior 3 years by a governmental agency. (Use Form PW-18.1, Proposer's Compliance with the Minimum Requirements of the IFB.)
6. Bidder's vehicle(s) must meet or exceed the service vehicle requirements as set forth in Exhibit I.1, Contractor-Provided Service Vehicle Requirements. If the bidder does not meet the service vehicle(s) requirement at the time of submission, but fully intends to comply if awarded the contract, the bidder must provide an affirmative statement that upon start of the contract, the service vehicle(s) will comply with Exhibit I.1, Contractor-Provided Service Vehicle Requirements. (Use Form PW-18.1, Proposer's Compliance with the Minimum Requirements of the IFB.)
7. Bidder must submit copies of its employees' valid State of California Department of Motor Vehicles Class B (with a minimum of a "P" endorsement) commercial driver's licenses, as well as any other required licenses or endorsements required by Federal, State, and local regulations. (Use Form PW-18.1, Proposer's Compliance with the Minimum Requirements of the IFB.)
8. Bidder must submit copies of all National Institute for Automotive Service Excellence (ASE) certification in H-4 ASE Transit Bus Brake Test for all maintenance personnel identified; or bidder must submit an affirmative statement

that all of bidder's maintenance personnel assigned to this contract within 12 months of the date of hire or the start of the contract, whichever occurs last, will obtain ASE certification in the H-4 ASE Transit Bus Brakes Test. (Use Form PW-18.1, Proposer's Compliance with the Minimum Requirements of the IFB.)

9. Bidder must submit proof of Section 609 of the Clean Air Act: Motor Vehicle Air Conditioning certification from an Environmental Protection Agency approved program or the equivalent ASE Refrigeration Recovery and Recycling Program certification for at least one member of their maintenance personnel identified in Form PW-18.1. (Use Form PW-18.1, Proposer's Compliance with the Minimum Requirements of the IFB.)

A. Bid Submission Requirements:

Bids will be reviewed on a Pass/Fail basis concerning the items listed below. Bids not meeting all of these requirements may be rejected as nonresponsive. All responsive bids will be evaluated according to Section B, Bid Selection.

1. Bidder shall complete and sign all appropriate forms listed in this IFB, Part I, Forms.
2. Bidder has demonstrated that it complies with all minimum requirements as outlined in the Minimum Mandatory Requirements set forth in the RFSQ and IFB.
3. No subcontracting is allowed for this service. If a bidder makes reference to using a subcontractor or if a bidder includes a list of subcontractors to perform the contracted work, the bid will be immediately disqualified as nonresponsive.
4. Bids shall be submitted with **five** complete sets of the bid that includes all related information in the following formats:
 - Paper: One original and two copies.
 - Electronic: Two electronic copies on a CD or USB Drive in PDF format as follows:
 - One original electronic copy.
 - One redacted electronic copy - bidder shall redact any trade secret, confidential, proprietary, or other personal information from the bid, such as Social Security numbers.

The deadline to submit written questions for a response is by **Tuesday, September 11, 2018, at 5:30 p.m.** All questions and answers will be posted at the following website <http://dpw.lacounty.gov/brcd/servicecontracts/>.

The deadline for bid submission is September 25, 2018, at 5:30 p.m. Please direct your questions to Ms. Leung at (626) 458-4072 or Mr. Fong at (626) 458-4077. Bids must be submitted to the County of Los Angeles Department of Public Works Cashier's Office located on the Mezzanine Floor, 900 South Fremont Avenue, Alhambra, California 91803, in a package that clearly identifies the bidder and this IFB. Bids are received only when accepted and time stamped by the Cashier's Office. All other indications of apparent timely delivery may be disregarded.

Bidders are instructed not to contact any County personnel other than the Contract Analyst listed below regarding this solicitation. All contact regarding this IFB or any matter relating thereto must be in writing and may be mailed or e-mailed to:

County of Los Angeles Department of Public Works
Business Relations and Contracts Division - 8th Floor
Attention Ms. Anna Leung or Mr. Eric Fong
P.O. Box 1460
Alhambra, CA 91802-1460

E-mail: aleung@dpw.lacounty.gov
Telephone: (626) 458-4072

Or

E-mail: erfong@dpw.lacounty.gov
Telephone: (626) 458-4077

If it is discovered that a bidder contacted and received material information from any County personnel other than the Contract Analyst named above, regarding this solicitation, the County, in its sole determination, may disqualify their bid from further consideration.

B. Bid Selection:

All responsive submitted bids will receive a composite score (rating) and be ranked in numerical sequence from high to low based on the following criteria:

Proposed Price (100 points)

The proposed price should accurately reflect the bidder's cost of providing the required products and services and any profit expected during the contract term.

Prior to scoring, the proposed prices must be adjusted in accordance with the LSBE, DVBE, or SE Preference Programs, as applicable.

- LSBE, DVBE, or SE Preference Programs: To the extent permitted by State and Federal law, should one or more of the bidders qualify for the County's Preference Programs stated in Part I of Form PW-9.1, Request for County's Preference Programs Consideration and CBE Firm/Consideration Information Form, the price component points will be adjusted prior to scoring as follows: 15 percent of the lowest averaged price proposed will be calculated, which shall not to exceed \$150,000 and that amount will be deducted from the averaged prices submitted by all LSBE, DVBE, or SE bidders who requested and were granted the LSBE, DVBE, or SE Preference Programs. The LSBE, DVBE, or SE Preference Programs will not reduce or change the bidder's payment, which is based on the bidders bid amount.

Subject to such adjustment(s), the lowest average Total Adjusted Proposed Annual Price for years 1 through 4, quoted in the Summary Sheet for Schedule of Prices, Form PW-2.5, will receive the full weight of this evaluated item. Other proposals will receive a prorated score calculated as follows: divide the lowest average Total Adjusted Proposed Annual Price for years 1 through 4 by each other Proposer's average Adjusted Total Proposed Annual Price for years 1 through 4 and multiply the result by the maximum possible points for this evaluation criterion. The proposal with the lowest average Total Adjusted Proposed Annual Price for years 1 through 4 may not necessarily be awarded a contract.

C. Invitation for Bids

1. All definitions, provisions, requirements, and rules of interpretation set forth in the RFSQ including Addenda to the RFSQ, for the contract for Fixed Route and Dial-A-Ride Transit Services (2016-SQPA001), also apply to this IFB.
2. The County reserves the right to cancel this IFB at any time at its sole discretion. In the event of any such rejection of IFBs or cancellation of this solicitation, the County will not be liable for any costs incurred in connection with the preparation and submittal of an IFB.

Follow us on Twitter:

We encourage you to follow us on Twitter [@LACoPublicWorks](https://twitter.com/LACoPublicWorks) for information on Public Works and instant updates on contracting opportunities and solicitations.



Individuals requiring reasonable accessibility accommodations may request written materials in alternate formats, physical accessibility accommodations, sign language interpreters, or other reasonable accommodations by contacting our departmental Americans with Disabilities Act coordinator at (626) 458-7337, from 7:30 a.m. to 5 p.m., Monday through Thursday (excluding holidays). Persons who are hearing impaired may make contact by first dialing the California Relay Service at 7-1-1. Requests should be made at least 1 week in advance to ensure availability. When making a reasonable accommodation request, please reference BRC-1.

Very truly yours,

MARK PESTRELLA
Director of Public Works

A handwritten signature in black ink, appearing to read 'Phil K. Doudar'. The signature is fluid and cursive, written over a light grey background.

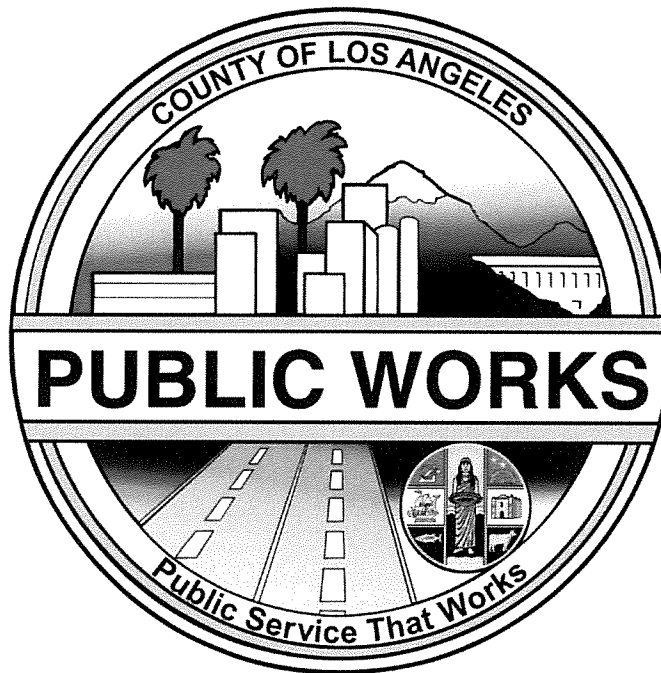
PHIL K. DOUDAR
Assistant Deputy Director

AL

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Enc.

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
INVITATION FOR BIDS
FOR
SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE
(2018-PA034)



Approved August 27, 2018
MARK PESTRELLA
Director of Public Works

By: [Signature]
Assistant Deputy Director

INVITATION FOR BIDS
FOR
SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE (2018-PA034)
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**SCHEDULE OF PRICES
FOR
SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE (2018-PA034)**

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, fuel, 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 the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

Item	Description	Hourly Rate	Estimated Annual Hours	Annual Price (Hourly Rate x Estimated Annual Hours)
1.	Rate for County-Owned Service Vehicle	\$ _____/Hour	15,485	\$ _____
2.	Rate for Contractor-Provided Service Vehicle ¹	\$ _____/Hour	1,700	\$ _____
ESTIMATED TOTAL ANNUAL HOURS			17,185	
TOTAL ANNUAL PROPOSED PRICE _____				\$ _____

¹It is estimated that Contractor-provided vehicles may be needed in place of County-provided vehicles for 10% of the total annual hours.

**SCHEDULE OF PRICES
FOR
SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE (2018-PA034)**

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²It is estimated that Contractor-provided vehicles may be needed in place of County-provided vehicles for 10% of the total annual hours.

**SCHEDULE OF PRICES
FOR
SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE (2018-PA034)**

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**SCHEDULE OF PRICES
FOR
SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE (2018-PA034)**

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ESTIMATED TOTAL ANNUAL HOURS			17,185	
TOTAL ANNUAL PROPOSED PRICE _____				\$ _____

⁴It is estimated that Contractor-provided vehicles may be needed in place of County-provided vehicles for 10% of the total annual hours.

**SCHEDULE OF PRICES
FOR
SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE (2018-PA034)**

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

	TERMS	ANNUAL PRICE FOR EACH TERM
1	SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE – INITIAL TERM	
2	SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE – OPTION YEAR 1	
3	SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE – OPTION YEAR 2	
4	SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE – OPTION YEAR 3	
TOTAL PRICE FOR YEARS 1 THROUGH 4		
AVERAGE TOTAL PRICE FOR YEARS 1 THROUGH 4 (TOTAL PRICE FOR YEARS 1 THROUGH 4 ÷ 4 YEARS)		

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

LIST OF SUBCONTRACTORS

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

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

Name Under Which Subcontractor Is Licensed	License Number	Address	Specific Description of Subcontract Service
No Subcontracting is allowed for this service.			

FORM PW-8.1
(SUPPLEMENTAL)

Certification as Minority, Women, Disadvantaged, and Disabled Veteran Business Enterprises: If any of your subcontractor is currently certified as Minority, Women, Disadvantaged, and Disabled Veteran Business Enterprises by a public agency, complete the following and attach a copy of the proof of certification. All Subcontractors listed in the bid/proposal shall be listed below. (make copy of this form, if necessary)

	Subcontractor Name	Local SBE	SBE	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

No Subcontracting is allowed for this service.

Declaration: I declare under penalty of perjury under the laws of the State of California that the above information is true and accurate.

Print Name:	Authorized Signature	Title	Date

**County of Los Angeles
Request for County's Preference Program Consideration and
CBE Firm/Organization Information Form**

I. INSTRUCTIONS: Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for one or more preference programs. Check all certifications that apply.*

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

☐ **Request for Local Small Business Enterprise (LSBE) Program Preference**

- ☐ Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; **or**
- ☐ Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee sizes that meet the State's Department of General Services requirements; **and**
- ☐ Certified as a LSBE by the DCBA.

☐ **Request for Social Enterprise (SE) Program Preference**

- ☐ A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; **and**
- ☐ Certified as a SE business by the DCBA.

☐ **Request for Disabled Veterans Business Enterprise (DVBE) Program Preference**

- ☐ Certified by the State of California, **or**
- ☐ Certified by U.S. Department of Veterans Affairs as a DVBE; **or**
- ☐ Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration: **and**
- ☐ Certified as a DVBE by the DCBA.

***BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

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

☐ **DCBA certification is attached.**

Name of Firm		County Webven No.	
Print Name:		Title:	
Signature:		Date:	
Reviewer's Signature	Approved	Disapproved	Date

**FORM PW-9.1
(SUPPLEMENTAL)**

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:

- 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.

Business Structure:	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners):						
Race/Ethnic Composition of Firm. 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. Proposer further 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 his/her judgment shall be final.**

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 and GROW EMPLOYMENT COMMITMENT

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants 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 the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@dpss.lacounty.gov and BSERVICES@wdacs.lacounty.gov.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County) _____ NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____ YES _____ NO _____ N/A (Program not available)

Signature	Title
Firm Name	Date

ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email Address:	
Solicitation/Contract for _____ Services		

PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Exhibit B, Section 1.OO, Compliance with County's Zero Tolerance Human Trafficking Policy, of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title
Signature:	Date:

**SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE (2018-PA034)
BIDDER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE IFB**

BIDDER MUST CHECK A BOX IN EVERY SECTION

Important Note: • The information on this form is subject to verification.

At the time of bid submission, Bidder must meet the following minimum requirements:

No Subcontracting is allowed for this service. If a bidder makes reference to using a subcontractor or if a bidder includes a list of subcontractors to perform the contracted work, the bid will be immediately disqualified as nonresponsive.

1. Bidder must be included in the Qualified Contractor List resulting from the RFSQ for Fixed Route and Dial-A-Ride Transit Services (2016-SQPA001).

- ☐ Yes. Bidder does meet the minimum mandatory requirement stated above.
- ☐ No. Bidder **does not** meet the minimum mandatory requirement stated above. By checking this box, your Bid submission will be immediately disqualified as nonresponsive.

2. Bidder must have the following minimum number of years of experience using the listed vehicles to provide the same or similar type of fixed route services for governmental or social service agency(ies):

- Three years of experience in compressed natural gas-powered, heavy-duty, low floor, 30 feet or longer transit buses and/or
- Three years of experience in propane-powered, heavy-duty, low floor, 30 feet or longer transit buses.

- ☐ Yes. Bidder does meet the experience requirement stated above.

Minimum 3 years of experience with compressed natural gas-powered, heavy-duty, low floor, 30 feet or longer transit buses.

Name of Service	
Dates of Experience (Mo./Yrs. to Mo./Yrs.)	
Make of Vehicle	
Model of Vehicle	
Size/Length of Vehicle	
Fuel Type	

**FORM PW-18.1
(SUPPLEMENTAL)**

Provide a detailed narrative to support above minimum mandatory requirement by providing detailed information to support the number of years and description of service. The Bid may be disqualified, if incomplete or unresponsive statements are made.

(Please attach additional pages if needed.)

AND/OR

Minimum 3 years of experience with propane-powered, heavy-duty, low floor, 30 feet or longer transit buses.

Name of Service	
Dates of Experience (Mo./Yrs. to Mo./Yrs.)	
Make of Vehicle	
Model of Vehicle	
Size/Length of Vehicle	
Fuel Type	

Provide a detailed narrative to support above minimum mandatory requirement by providing detailed information to support the number of years and description of service. The Bid may be disqualified, if incomplete or unresponsive statements are made.

(Please attach additional pages if needed.)

☐ No. Bidder does not meet the experience requirement stated above. By checking this box, your Bid submission will be immediately disqualified as nonresponsive.

3. Bidder's Project Manager must have the following minimum number of years of experience managing the same or similar type of fixed route services for governmental or social service agency(ies) using the listed vehicles:

- Three years of experience in compressed natural gas-powered, heavy-duty, low floor, 30 feet or longer transit buses and/or
- Three years of experience in propane-powered, heavy-duty, low floor, 30 feet or longer transit buses.

- ☐ Yes. Bidder's Project Manager does meet the experience requirement stated above.

Minimum 3 years of experience with compressed natural gas-powered, heavy-duty, low floor, 30 feet or longer transit buses.

Name of the Employee	
Name of Service & Dates of Experience (Mo./Yrs. to Mo./Yrs.)	
Make of Vehicle	
Model of Vehicle	
Size/Length of Vehicle	
Fuel Type	

Provide a detailed narrative to support above minimum mandatory requirement by providing detailed information to support the number of years and description of service. The Bid may be disqualified, if incomplete or unresponsive statements are made.

(Please attach additional pages if needed.)

AND/OR

Minimum 3 years of experience with propane-powered, heavy-duty, low floor, 30 feet or longer transit buses.

Name of Employee	
Name of Service & Dates of Experience (Mo./Yrs. to Mo./Yrs.)	
Make of Vehicle	
Model of Vehicle	
Size/Length of Vehicle	
Fuel Type	

**FORM PW-18.1
(SUPPLEMENTAL)**

Provide a detailed narrative to support above minimum mandatory requirement by providing detailed information to support the number of years and description of service. The Bid may be disqualified, if incomplete or unresponsive statements are made.

(Please attach additional pages if needed.)

☐ No. Bidder's Project Manager does not meet the experience requirement stated above. By checking this box, your Bid submission will be immediately disqualified as nonresponsive.

4. Bidder's Maintenance Manager must have the following minimum number of years of experience in maintaining similar fleets of transit vehicles:

- Three years of experience in compressed natural gas-powered, heavy-duty, low floor, 30 feet or longer transit buses and/or
- Three years of experience in propane-powered, heavy-duty, low floor, 30 feet or longer transit buses.

☐ Yes. Bidder's Maintenance Manager does meet the experience requirement stated above.

Minimum 3 years of experience with compressed natural gas-powered, heavy-duty, low floor, 30 feet or longer transit buses.

Name of the Employee	
Dates of Experience Servicing the above type of vehicle (Mo./Yrs. to Mo./Yrs.)	
Make of Vehicle Serviced	
Model of Vehicle Serviced	
Size/Length of Vehicle Serviced	
Fuel Type of Vehicle Serviced	

**FORM PW-18.1
(SUPPLEMENTAL)**

Provide a detailed narrative to support above minimum mandatory requirement by providing detailed information to support the number of years and description of service. The Bid may be disqualified, if incomplete or unresponsive statements are made.

(Please attach additional pages if needed.)

AND/OR

Minimum 3 years of experience with propane-powered, heavy-duty, low floor, 30 feet or longer transit buses.

Name of the Employee	
Dates of Experience Servicing the above type of vehicle (Mo./Yrs. to Mo./Yrs.)	
Make of Vehicle Serviced	
Model of Vehicle Serviced	
Size/Length of Vehicle Serviced	
Fuel Type of Vehicle Serviced	

Provide a detailed narrative to support above minimum mandatory requirement by providing detailed information to support the number of years and description of service. The Bid may be disqualified, if incomplete or unresponsive statements are made.

(Please attach additional pages if needed.)

☐

No. Bidder's Maintenance Manager does not meet the experience requirement stated above. By checking this box, your Bid submission will be immediately disqualified as nonresponsive.

5. Bidder must provide copies of all "Satisfactory" California Highway Patrol Safety Compliance Inspections (or passed all reinspections) of the bidder's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections (California Vehicle Code 34501[c]). If the bidder has not performed services in California, the Bidder must provide copies of a similar vehicle, maintenance facilities or terminals inspection for the prior 3 years by a governmental agency.
- ☐ Yes. Bidder does meet the minimum mandatory requirement stated above and has received a **"Satisfactory"** rating on the CHP's Safety Compliance Inspections (or passed all reinspections) of the Bidder's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections.
- ☐ Bidder has received an **"Unsatisfactory"** rating on the CHP's Safety Compliance Inspections of the Bidder's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections, however, has remedied the problem by means of receiving a **"Conditional"** or **"Satisfactory"** rating within the CHP's 120-day reinspection period and/or received a "Conditional" rating and upgraded to a **"Satisfactory"** rating within the CHP's 180-day reinspection period as evidenced by the CHP Safety Compliance Inspection reports attached to bid.
- ☐ Bidder has not performed services in California; the Bidder has provided copies of a similar vehicle, maintenance facilities or terminals inspection for the prior 3 years by a governmental agency.
- ☐ No. Bidder does not meet the minimum mandatory requirement stated above. Proposer has 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 Bidder will have failed these criteria. By checking this box, your Bid submission will be immediately disqualified as nonresponsive.
6. Bidder's vehicle(s) must meet or exceed the service vehicle requirements as set forth in Exhibit I.1, Contractor-Provided Service Vehicle Requirements. If the Bidder does not meet the service vehicle(s) requirement at the time of submission, but fully intends to comply if awarded the Contract, the Bidder must provide an affirmative statement that upon start of the Contract, the service vehicle(s) will comply with Exhibit I.1, Contractor-Provided Service Vehicle Requirements.
- ☐ Yes. Bidder does meet the spare service vehicle(s) requirement stated above.
- ☐ Bidder does not meet the spare service vehicle(s) requirement stated above at present, but fully intends to comply if awarded the contract. The bidder will comply with the spare service vehicle requirements set forth in this IFB. (This commitment is evident by

**FORM PW-18.1
(SUPPLEMENTAL)**

Bidder's detailed plan which describes when and how the Bidder plans to meet the minimum required contractor spare vehicle requirements submitted in the Bid.)

- ☐ No. Bidder does not meet the spare service vehicle(s) requirement stated above and does not intend to comply. By checking this box, your Bid submission will be immediately disqualified as nonresponsive.

7. Bidder has submitted copies of the Bidder's employees' valid State of California Department of Motor Vehicles Class B (with a minimum of a "P" endorsements) commercial driver's licenses, as well as any other required licenses or endorsements required by Federal, State, and local regulations.

- ☐ Yes. Bidder has submitted copies of the Bidder's employees' valid State of California Department of Motor Vehicles (DMV) Class B (with a minimum of a "P" endorsement) commercial driver's licenses as well as any other required licenses or endorsements required by Federal, State, and local regulations. (In addition to responding on this form, please provide copies of the driver's licenses in your Bid and provide the names of the staff assigned to this Contract and indicate type of certification they possess to support this minimum mandatory requirement.)

Employees with DMV Class B (with a minimum of a "P" endorsements)		
Employee Name	Class of Driver's License	"P" endorsement or Higher (Yes or No)

- ☐ No. Bidder did not submit copies of the Proposer's employees' valid State of California Department of Motor Vehicles (DMV) Class B (with "P" endorsement) commercial driver's licenses as well as any other required licenses or endorsements required by Federal, State, and local regulations. By checking this box, your Bid submission will be immediately disqualified as nonresponsive.

**FORM PW-18.1
(SUPPLEMENTAL)**

8. Bidder must submit copies of all National Institute for Automotive Service Excellence (ASE) certification in H-4 ASE Transit Bus Brake Test for all maintenance personnel identified; or bidder must submit an affirmative statement that all of Bidder's maintenance personnel assigned to this Contract, within 12 months of the date of hire or the start of the Contract, whichever occurs last, will obtain ASE certification in the H-4 ASE Transit Bus Brake Test.

- ☐ Yes. Bidder does meet the license/certification requirement stated above. In addition to responding on this form, please provide the names of all mechanic staff assigned to this Contract and indicate type of ASE certifications they possess, if any, on the chart below.

If the employee does not have ASE Certificate, please indicate N/A.

Mechanics with ASE Certifications		
Employee Name	Types of Certification (List multiple, if applicable)	Directly Employed by the Contractor (Yes or No)

- ☐ Bidder does not currently employ personnel that meet the requirement, however, Bidder's maintenance personnel assigned to this Contract, within 12 months of the date of hire or the start of the contract, whichever occurs last, will obtain ASE certification in the H-4 ASE Transit Bus Brake Test.

Complete the chart below. List all mechanic staff assigned to this Contract.

Mechanics Assigned to this Contract	
Employee Name	Types of Certification (List multiple, if applicable)

- ☐ No. Bidder's mechanic staff assigned to this Contract does not meet the certification/licensing requirement stated above and the request to affirmative statement will not be provided. By checking this box, your Bid submission will be immediately disqualified as nonresponsive.

9. Bidder must submit a proof of Section 609 of the Clean Air Act: Motor Vehicle Air Conditioning certification from an EPA approved program or the equivalent ASE Refrigeration Recover and Recycling Program certification for at least one member of their maintenance personnel identified above.

**FORM PW-18.1
(SUPPLEMENTAL)**

- ☐ Yes. Bidder does meet the license/certification requirement stated above. (In addition to responding on this form, please submit a copy of the license/certification of mechanic staff assigned to this Contract and indicate type of certification they possess, e.g. MACS or equivalent.)

Employee Name	Type of Certification	Directly Employed by the Contractor (Yes or No)

- ☐ No. Bidder's mechanic staff does not meet the certification/licensing requirement stated above. By checking this box, your Bid submission will be immediately disqualified as nonresponsive.

Bidder declares under penalty of perjury that the information stated above is true and accurate. Bidder further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this bid are made, the bid may be rejected at the sole discretion of the County.

Signature:	Title:
Firm Name:	Date:

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT THAT WILL BE DEDICATED AND/OR DESIGNATED PRIMARY BACKUP TO THIS SERVICE

Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.

[illegible]

DISPLACED TRANSIT EMPLOYEE DECLARATION

In accordance with California Labor Code Sections 1070-1074, the County will give a preference to any bidder who declares on this form that they will retain the employees of the prior Contractor and/or Subcontractor. The undersigned declares:

- ☐ that the bidder will retain the employees of the prior Contractor and/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 bidder does NOT agree to retain the employees of the prior Contractor or Subcontractor for a period of 90 days pursuant to California Labor Code 1070-1074. If this box is checked, the 10 percent preference will NOT be given.

Signature	Title
Firm Name	Date

COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email Address:	
Solicitation/Contract for _____ Services		

PROPOSER/CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952, as indicated in Section 8.56 (Compliance with Fair Chance Employment Practices) of the Contract, and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title
Signature:	Date:

Living Wage Rate Annual Adjustments

The Living Wage Ordinance is applicable to Proposition A and cafeteria services contracts. Employers shall pay employees a Living Wage for their services provided to the county of no less than the hourly rates and effective dates as follows:

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79

Effective January 1, 2020, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

The Chief Executive Office (CEO) will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, 2020, and every year thereafter.

Instructions to complete PW-2s, Schedule of Prices and LW-8s, Cost Methodology

The Contract's terms and the anniversary of the Living Wage rate increases are not the same dates. For example, the Contract may start from October 1, 2017, and will end September 30, 2018, which covers two different rates of Living Wage.

This means in the same Contract term, for example, the first option term, contractor must adhere to two different rates of Living Wage.

Each Contract term has its own Form PW-2 and Form LW-8.

Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.

For example, contractor's term cover from October 1, 2017 to December 31, 2017, the Living Wage rate is \$14.25 and from January 1, 2018 to August 31, 2018, the Living Wage rate is \$15.00, therefore; the Contractor's LW-8 for this period must be \$15.00 or higher or Contractor's LW-8 clearly shows the two rates during those periods.

Each Contract term proposed prices indicated in Form PW-2, Schedule of Prices, must be equal to each Form LW-8.

COUNTY OF LOS ANGELES

**ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE FOR LIVING WAGE ORDINANCE
AND CONTRACTOR NON-RESPONSIBILITY DEBARMENT**

The undersigned individual is the owner or authorized agent (Agent) of the business entity or organization ("Firm") identified below and makes the following statements on behalf of his or her Firm.

The Agent is required to check each of the following two boxes:

LIVING WAGE ORDINANCE:

☐ The Agent has read the County's Living Wage Ordinance (Los Angeles County Code, Section 2.201.010 through 2.201.100), and understands that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

☐ The Agent has read the County's Determinations of Contractor Nonresponsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understands that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS:

A "Labor Law/Payroll Violation" includes violations of any federal, state or local statute, regulation, or ordinance pertaining to wages, hours or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

- ☐ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of the proposal; **OR**
- ☐ The Firm **HAS** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of this proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law /Payroll Violations (Check One):

- ☐ There **HAS BEEN NO** determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- ☐ There **HAS BEEN** a determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- ☐ The Firm **HAS NOT** been debarred by any public entity during the past ten (10) years; **OR**
- ☐ The Firm **HAS** been debarred by a public entity within the past ten (10) years. Provide the pertinent information (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

Owner's/Agent's Authorized Signature	Print Name and Title
Print Name of Firm	Date

PROPOSER: _____

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
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* All employees shown must be FULL-TIME employees of the Bidder, unless exemption to use Part-Time employees has been granted by the County.

** Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection.

Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

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 requirements of the Bid.

Name of Bidder

Signature

1 of 4

Date

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE (2018-PA034)

PROPOSER: _____

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
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* All employees shown must be FULL-TIME employees of the Bidder, unless exemption to use Part-Time employees has been granted by the County.

**** Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection.**

Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

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 requirements of the Bid.

Name of Bidder

Signature

2 of 4

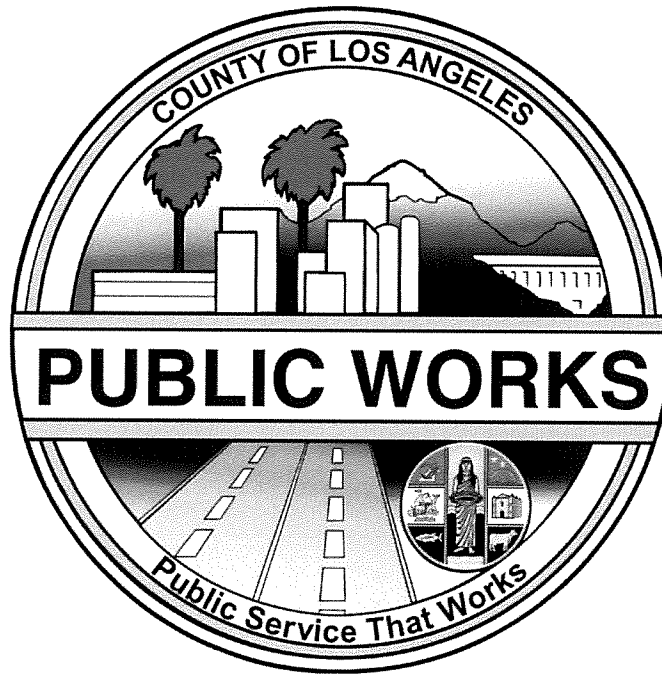
Date

Date

Date

Part II

Sample Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

[NAME OF CONTRACTOR]

FOR

SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE
(2018-PA034)

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SAMPLE AGREEMENT FOR
SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE (2018-PA034)

THIS AGREEMENT, made and entered into this ____ day of _____, 2018, 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 [State of Incorporation] [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 _____, 2018, hereby agrees to provide services as described in this Contract for Sunshine (South Whittier) Shuttle Service.

SECOND: This AGREEMENT, together with Exhibit A.1, Scope of Work; Exhibit A.2, Intentionally Omitted; Exhibit A.3, Schedule of Prices; Exhibit A.4, Staffing Plan and Cost Methodology; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F.1A, Performance Requirements Summary; Exhibit G.1, Service Route, Schedule, and Fare; Exhibit H.1, County-Provided Service Vehicle Specifications; Exhibit I.1, Contractor-Provided Service Vehicle Requirements; Exhibit J., Service Vehicle Appearance/Cleanliness Checklist; Exhibit K, Driver's Daily Vehicle Report; Exhibit L.1, DPW Vehicle Accident or Incident Form; Exhibit M.1, Preventive Maintenance; Exhibit N, Intentionally Omitted; Exhibit O.1, Controlled Substance and Alcohol Testing Program; Exhibit P, Transit Security Plan; Exhibit Q.1, NTD Monthly Ridership Form (MR-20); Exhibit R, Intentionally Omitted; and Exhibit S, Bid Submission Instructions; the CONTRACTOR'S Statement of Qualifications and Bid Submission, all attached hereto; the Request for Statement of Qualifications (RFSQ); Addenda to the RFSQ, and the Invitation for Bids (IFB), all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Bid and attached hereto as Forms PW-2.1 through PW-2.5, an amount not to exceed the maximum potential contract sum of \$_____ for the entire contract period or such greater amount as the Board may approve (Maximum Contract Sum). The sum for the initial term is \$_____; the sum for the first optional term is \$_____; the sum for the second optional term is \$_____; the sum for the third and last optional term is \$_____; and a month-to-month extension up to 6 months at the PW-2.4 rates for \$_____ monthly, not to exceed \$_____.

FOURTH: This Contract's initial term shall be for a period of one year commencing on February 1, 2019, or upon Board's approval whichever occurs last. The COUNTY shall have the sole option to renew this Contract term for up to three additional one-year period

and six month-to-month extensions, for a maximum total Contract term of four years and six months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR shall bill monthly in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates quoted in Forms PW-2.1-PW-2.5, Schedule of Prices for the applicable term.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. 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

SEVENTH: 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.

EIGHTH: 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.

NINTH: 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.

TENTH: No Cost-of-Living Adjustments (COLAs) shall be granted for the optional renewal periods.

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chair of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, 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 _____
Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA
Acting Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

MARY WICKHAM
County Counsel

By _____
Deputy

[NAME OF CONTRACTOR]

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

SCOPE OF WORK

SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE

A. Public Works Contract Manager

Public Works' Contract Manager will be Ms. Vanessa Rachal of Programs Development Division, who may be contacted at (626) 458-5960, or vrachal@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m. The Contract Manager, or her designee, is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change Contract Manager. The Contractor will be notified in writing when there is a change in Contract Managers.

B. Work Location

The Sunshine (South Whittier) Shuttle provides service to residents in the unincorporated County areas of South Whittier and provides access to the following key points of interest:

- Sorensen, Amelia Mayberry, Adventure, and Parnell Parks
- Gateway Plaza
- Community Resource Center
- Whittwood Town Center
- Gateway Plaza
- PIH Health
- South Whittier Educational Center
- Kindred Hospital - La Mirada
- Home Depot Shopping Center
- Pediatric Care - Whittwood Medical Office Building
- Santa Fe Springs Market Place
- Los Nietos Community and Senior Center

See Exhibit G.1, Service Route, Schedule, and Fare for shuttle routes.

C. Request of Work from Contractor

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 damages or loss of any nature resulting from the County's failure to use the Contractor's services including, but not limited to, lost profit.

D. Contract Cost

All services required in this Exhibit A.1, Scope of Work, shall be included in the price quoted by the Contractor in Forms PW-2.1-2.5, Schedule of Prices, unless stated otherwise in the Contract. The term Form PW-2 herein refers to the Schedule of Prices in this Contract.

E. Work Description

This work to be accomplished under these specifications shall be the continuation of a community shuttle service operating in the unincorporated County areas of South Whittier, hereinafter referred to as the "Service."

The Contractor shall operate the Service subject only to the general policies and direction of the County with regard to management and operations and to the provisions and requirements of this Exhibit A.1 (Supplemental), Scope of Work. The Contractor shall perform the following, but not limited to, executive and administrative management; employment and supervision of all personnel including supervisors, vehicle operators, dispatchers, mechanics, and other maintenance personnel; operation of training and safety programs; maintenance and repair of vehicles and equipment; processing of warranty claims for County's vehicles; assistance for public relations and promotions; and preparation of reports and analysis of financial and other matters; clerical, statistical, and bookkeeping services. The Contractor shall provide all vehicle operators, facilities, equipment, parts, and supplies required in the operation of Service, unless specifically identified to be contributed by County.

F. Routes, Frequency, Hours and Days of Service

1. Service

Service routes, frequency, and days of operation shall be as specified in Exhibit G.1 (Service Route, Schedule, and Fare).

Service shall not operate on Sundays and the following six major holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Should one of these holidays fall on a Sunday, Service shall operate on a normal schedule on the following Monday.

2. Service Modification

The County has established Service routes and schedules as described in Exhibit G.1 (Service Route, Schedule, and Fare). If the Contract Manager determines that the Service may be improved by revisions to scheduling,

vehicle assignment, fleet size, or areas serviced, the Contract Manager and Contractor shall plan and institute such changes jointly within the terms of this Contract.

Service routes and location(s) may be added or removed during the Contract period. Upon request by the Contract Manager, the Contractor shall provide a written quotation for any additional location(s), based on the rates quoted in the appropriate PW-2, Schedule of Prices, form (between PW-2.1 through PW-2.5). The Contractor shall be paid per Service Vehicle Revenue Hours for additional locations according to the rates quoted in form PW-2. Upon Contract Manager's negotiation and acceptance of the Contractor's written quotation, and subject to approval of the Director or designee, the additional location(s) may be added to the Contract by amendment or change order.

The total revenue hours may be either increased or decreased by up to 25 percent without renegotiation of the Hourly Rate(s) provided by the Contractor on form PW-2, Schedule of Prices over the term of this Contract.

The Contract Manager will provide any proposed modification to the Contractor at least 30 calendar days prior to implementation of any Service revision unless a shorter time period is mutually agreed to by both parties.

3. Special Service Operation

The Contractor may be asked by the Contract Manager to provide service in support of special events or community programs. The Contractor shall provide this service pursuant to the terms, conditions, and requirements of this Contract.

G. Equipment

1. Transit Vehicles

a. County-Provided Service Vehicles

Service shall be provided by the Contractor using County-Provided Service Vehicles. County will lease to Contractor five or more transit vehicles as described in Exhibit H.1, County-Provided Service Vehicles Specifications, hereinafter referred to as "County Service Vehicles."

The County Service Vehicles may be leased to the Contractor at the rate of \$1 per month. Upon receiving County Service Vehicles,

Contractor shall be responsible for the operation and maintenance of the vehicles, and for all costs for insurance, servicing, and storage.

b. Contractor-Provided Service Vehicles

Contractor shall provide a sufficient number of vehicles required to run the service that meet or exceed the required specifications described in Exhibit I.1, Contractor-Provided Service Vehicle Requirements, hereinafter referred to as "Contractor Service Vehicles."

In the event of a County Service Vehicle(s) breakdown or the vehicle(s) is removed from Service, Contractor shall provide a replacement vehicle(s) to continue the operation of Service during all periods in which the County Service Vehicle(s) is not available for Service.

c. Support Vehicles

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

d. Supplemental Service Vehicles

The Contract Manager may direct the Contractor to operate additional Contractor Service Vehicle(s) or County Service Vehicle(s), for Service in the event demand for Service exceeds the capacity provided by the current Service Vehicles and/or in the event County Service Vehicles are no longer operable. County shall approve the vehicles prior to being placed into Service.

2. General Terms for Transit Vehicles

Contractor shall acknowledge receipt, condition, and working order of County Service Vehicles and equipment. This acknowledgement applies to County Service Vehicles and equipment received at start of Service as well as those subsequently added to the fleet.

Contractor shall maintain all vehicles, related accessories, equipment, and facilities required per this Contract in good order and in a condition satisfactory to Contract Manager. Upon request by Contract Manager, reports regarding vehicles' condition, 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 provide a sufficient number of spare Service Vehicle(s) equipped with air conditioning and wheelchair lift/ramp equipment in the event any assigned Service vehicle breaks down. The spare Service Vehicle(s) should meet or exceed the Service vehicle specification in Exhibit I.1, Contractor-Provided Service Vehicle Requirements. The cost of the spare Service Vehicle(s) shall be included in Contractor's actual overall Service operating costs as provided in form PW-2, Schedule of Prices. 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). In its sole discretion, the County may provide the Contractor with a spare Service Vehicle(s).

Contractor shall be prohibited from the sale, assignment, or sublease of County Service Vehicles or equipment. Contractor shall also be prohibited from using County Service Vehicles or equipment for any purpose other than providing Service as specified in this Contract. At contract termination, Contractor shall return and deliver County Service Vehicles, equipment, and all other peripheral equipment to County (date, time, and address to be specified by Contract Manager) with no deferred maintenance or damages with the exception of reasonable wear and tear.

Contract Manager may inspect County Service Vehicles, equipment, and all other peripheral equipment prior to Contract termination to assess condition of County Service Vehicles and equipment. Contractor shall be responsible to perform all the work necessary to correct any deficiencies noted. Contract Manager, at his/her own discretion, may withhold up to the final 2 months of Service payment until Contractor completes repair or deducts the cost of correcting the deficiencies from payment due to Contractor, if Contractor fails to perform the necessary work to correct the deficiencies within the time specified by Contract Manager.

The Contractor shall, at its sole expense, repair or replace any County Service Vehicle and/or equipment, which may be damaged or lost by reason of collision, fire, negligence, abuse, vandalism, or other like cause. If the equipment is to be replaced by the Contractor, it shall be with a County-approved exact duplicate or as stipulated by the County. In lieu of replacement Service Vehicle(s) or replacement equipment, the County may accept, at the Director's sole option, insurance funds plus the Contractor's deductible or the County's Net Book Value of the Service Vehicle or equipment, whichever is greater. The Contractor shall pay the County the final sale price of the Service Vehicle for any total loss occurring within the first 90 days of the vehicle being placed into service.

-A.5-

Sunshine (South Whittier) Shuttle Service
(2018-PA034)

The County's Net Book Value of a Service Vehicle shall be based upon the straight-line depreciation over the years of useful life, as determined by the County, with a 10 percent salvage value. The beginning date of the depreciation to be used is the first date the new Service Vehicle is placed into service. The final sale price (excluding taxes, license fees, and documentation fees) of the new Service Vehicle is to be used as the basis for depreciation.

All payments shall be within 90 calendar days of Date of Loss (DOL). Liquidated Damages may be assessed each month for claims unresolved after 120 calendar days.

3. Communication Equipment

The Contractor, in the performance of this Contract, shall comply with all laws and regulations, including any and all contained within the California Vehicle Code (VC). Contractor shall ensure that all vehicle operators providing service under this Contract are familiar and comply with VC, Section 23123, (Hang-Up-and-Drive Law).

a. Service Vehicle Communication Equipment

Contractor shall provide two-way radio communication equipment, or mobile phones (not operating in a walkie-talk-mode), or some other type of voice communications equipment that is able to communicate in real time with the vehicle operator for all vehicles utilized in Service. The communication equipment used shall provide complete coverage throughout the service area for all vehicles utilized in Service.

Contractor shall 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, 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 Project Manager and the Maintenance Manager. Contractor shall provide County 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 County with a business contact telephone number that shall be answered by a live person during the hours of Service operation. The person answering the telephone shall be able to put Contract Manager, or his/her designee, in contact with key management personnel in case of an emergency.

d. 24-Hour Emergency Contact

Contractor shall maintain a 24-hour emergency contact pager, cell phone, or management telephone tree. The Project Manager or other responsible manager must be able to return a call to Contract Manager within 1 hour after being requested, including during non-business hours. This manager must be able to address all operational issues in case of an emergency.

e. Vehicle Video Surveillance System

In an effort to enhance both passenger safety and the protection of the bus operator, County may install a video surveillance system on County-owned Service Vehicles. Some of the elements, which may be included as a part of this video surveillance system along with any required supporting hardware and software is as follows:

1. Video recording cameras and associated equipment mounted to both the interior and exterior of each Service Vehicle(s) to record real-time video images.
2. A Digital Video Recorder (DVR) able to capture the recorded video and store its contents both internally within the DVR's memory and on an external memory storage device (i.e. SD memory card, flash drive, etc.).
3. The equipment to support a mobile phone service transmitter to remotely view real-time video while, the County-owned Service

Vehicle is operating in revenue service. This real-time video may be accessible through an internet web site.

Contractor shall download on a periodic basis all data retrieved by the Digital Video Recorder and have it sorted by date, week, and month. This recorded video is to be safely and securely stored for covenant retrieval for a minimum period of 30 days (1 month) and for a maximum period of no more than 90 days (3 months).

Contractor shall provide access to inspect and view the stored video at the request of the Contract Manager. In addition, Contractor shall also be responsible for the maintenance of the Video Surveillance System including any warranty claims and needed repairs to ensure its proper operation during all hours of revenue service.

Contractor is also responsible for insuring that the use of a video surveillance system does not violate any employee work rules/policies or any collective bargaining agreements between the Contractor and its employees, and shall hold the County harmless from any claim by its employees against the County arising out of the installation and or use of these devices.

f. Automated Vehicle Locator (Global Positioning Satellite) Devices

County may install Automated Vehicle Locator (AVL) devices on the County Service Vehicles. The AVL devices are permanently installed and contain Global Positioning Satellite (GPS) functionality along with remote diagnostic information.

County may request permission from Contractor to install Automated Vehicle Locator (AVL) devices on Contractor-owned vehicles that are assigned as the primary Service Vehicles. These devices will be removed from the Contractor-owned vehicles at the end of the contract.

These units may report back to the County and Contractor any engine or emission malfunction. These devices can also provide real time data about location, vehicle speed, excessive idling, etc. Once installed, the AVL device does not require any service/maintenance. Therefore, the AVL device is not to be handled or adjusted in any way by the Contractor. If the County installs these AVL devices on the County Service Vehicles, it will be the Contractor's responsibility to ensure that the devices are not disconnected, damaged, or removed. If the device is damaged, lost, or stolen, the Contractor

shall be responsible for the cost to replace and install the lost or damaged unit. The device shall be replaced within 2 weeks of the date of loss/damage unless otherwise approved by the County due to unforeseen circumstances. The device shall be provided and installed by a County-approved vendor.

Contractor is responsible for insuring that installation of these AVL devices does not violate any collective bargaining agreements between Contractor and its employees, and shall hold the County harmless from any claim by its employees against the County arising out of the installation or use of these devices.

H. Storage and Maintenance Facilities

1. The County will not provide storage facilities for the Contractor.
2. Contractor 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 workspace 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 County Service Vehicles
 - c. A security-fenced, paved, and lighted area for overnight vehicle parking with adequate spaces for County 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
 - i. All tools and equipment necessary to service vehicles, perform component adjustments, and make mechanical repairs
 - j. Equipment necessary to wash and clean vehicles in accordance with this Contract

- k. Adequate secured storage area for tools, equipment, and parts
- l. A lighted maintenance pit or an appropriate State of California Occupational Safety and Health Administration (Cal/OSHA) or American National Standard Institute (ANSI) approved hydraulic lift capable of fully lifting the heaviest of County Service Vehicles 6 feet above the floor for maintenance purposes
- m. Fueling facility with the ability to provide Liquefied Petroleum Gas (LPG) and Compressed Natural Gas (CNG). It is acceptable for Contractor to obtain alternative fuels such as LPG and CNG at an off-site location

I. Service Vehicle and Equipment Maintenance

1. Service 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 Contract Manager and in accordance with manufacturers' 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 this Contract.

If Contractor receives a rating below "Satisfactory" including "Conditional" or "Unsatisfactory" from the CHP, Contractor shall so notify Contract Manager immediately and outline steps that shall be taken to correct each deficiency. Failure of the Contractor to take the necessary actions to improve their Terminal inspection rating to a "Conditional" or higher rating within 6 months of receiving an "unsatisfactory" rating will be grounds for termination of the proposed contract. In addition, failure of the Contractor to take the necessary actions to improve their Terminal inspection rating to a "Satisfactory" rating within 6 months of receiving a "Conditional" rating will be grounds for termination of the proposed contract. Contractor shall not seek additional compensation of any costs incurred to meet the requirements in this paragraph.

2. Warranty Work (County-Provided Service Vehicles Only)

Contract Manager will provide Contractor with the written manufacturer's warranty, if any, for County Service Vehicles. Contractor shall become County's designated warranty agent for County Vehicle(s). Contractor shall be responsible for ensuring that the vehicle manufacturers and all component manufacturers perform or reimburse Contractor for all work and

parts that are covered under warranty. Contractor shall diligently follow the preventive maintenance program so any warranty coverage of County Service Vehicles is not lessened or invalidated. Contractor shall not seek additional compensation for any costs incurred to meet the requirements in this paragraph.

3. Service Vehicle Appearance/Cleaning/Fumes

Contractor shall be responsible for maintaining the appearance of all vehicles as described in Exhibit J, Service Vehicle Appearance/Cleanliness Checklist. Contractor shall maintain an up-to-date record of all washings and major cleanings, which shall be made available to Contract Manager upon request. Contract Manager may remove a Service Vehicle from Service for unacceptable appearance.

a. Service 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, wet mopped, and dusted daily. Water washing down or "hosing out" of vehicle interiors shall not be allowed. A minimal amount of soap/cleaning solution and/or water shall be utilized. Interior panels, windows, and upholstery shall be cleaned of marks as necessary. The interior 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. Upon discovery of the damaged seat upholstery, vehicle shall be immediately removed from revenue Service. Damaged seat upholstery shall be repaired or replaced before vehicle is allowed back into revenue Service.

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 as often as necessary to maintain a clean appearance and maximize visibility. Contractor shall ensure that the interiors of vehicles are 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 pests in the event that they occur in the vehicles.

b. Service Vehicle Exterior

Exteriors of all vehicles shall be washed every other day during dry conditions and every day during rainy conditions 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 as necessary to maintain an attractive appearance. Contractor shall be responsible for maintaining and repair/replacement of the artwork on the exterior of the vehicle.

c. Fumes

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

d. Graffiti

The County has a zero tolerance for graffiti. Any Service Vehicle that is vandalized with graffiti shall be removed from revenue Service. The vehicle cannot be returned to Service until the graffiti has been completely removed by the Contractor.

4. Daily Pre- and Post-Trip Vehicle Inspection and Servicing

Each vehicle shall receive a daily pre- and post-trip inspection by the Service Vehicle operator prior to being placed in Service and after the vehicle is taken out of service. Daily pre- and post-trip inspections shall include physical operation of the wheelchair lift or ramp to ensure ADA compliance. Daily pre- and post-trip inspections shall be supplemented by regular weekly maintenance inspections to ensure safe and proper operating condition of vehicles. Prior to next pullout, Contractor shall repair or replace any vehicle that has defects and/or possesses a safety or operational problem detected during inspection. Each vehicle operator making an inspection shall be required to fill out an inspection report form and turn it in to the maintenance supervisor. A record of all such inspections shall be kept by Contractor and submitted to County upon request.

Contractor shall perform daily vehicle servicing on all vehicles used in Service. Daily servicing shall 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 daily pre- and post-trip vehicle inspection report in written checklist format.

5. Wheelchair Lifts and Ramps

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

6. Destination Signs

Destination signs shall, at all times, be correctly set for the Service being provided. When a vehicle is deadheading to/from a yard location or any other non-revenue travel sign(s) shall indicate that the vehicle is "Not-In-Service."

7. Maintenance Program

a. General Scope

Contractor, at its sole cost and expense, shall provide all fuel, lubricants, repairs, cleaning, parts, supplies, labor, maintenance, major components, and component rebuilding and replacement along with the necessary service facilities 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, fare card readers, 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 Contract Manager.

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.

c. Service 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 2 weeks or as otherwise required by Contract Manager, law, or regulation. If Contractor cannot complete the work within the time specified, Contractor shall notify Contract Manager in writing of the reason for the delay and the estimated completion date. Contract Manager, at his/her 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 used for Service as recommended by the Original Equipment Manufacturer (OEM) or as set forth by Contract Manager (See Exhibit M.1, Preventative Maintenance). Contract Manager 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 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. PMI reports shall be submitted along with monthly service invoice.

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 interrupted due to lack of prior written consent to perform maintenance.

e. Brake Inspection/Adjustment

Brake inspections and adjustments on all Service Vehicles shall be performed at intervals that ensure the safe and efficient operation of the braking system. Detailed 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, Ventilation, and Air Conditioning

The Heating, Ventilation, 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 vehicles are in Service. Contractor shall maintain the HVAC systems in an operable condition at all times.

g. Spare Parts Inventory

Contractor shall establish and maintain an ongoing spare parts inventory sufficient to maintain Service Vehicles in operating condition at all times. When based on prior experience certain parts often appear to be placed on "back-order," the Contractor shall maintain a higher level of these parts in their inventory.

h. Service 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 to provide such towing at Contractor's sole expense.

Contractor shall ensure that the requirements and procedures for towing vehicles are followed and that proper towing methods and equipment are used. Towing may be subcontracted; however, it is Contractor's responsibility to directly supervise their subcontractor.

8. In-Service Vehicle Breakdown

In the event of an In-Service Vehicle breakdown, the maximum response time for an ADA-compliant, substitute vehicle to be made available shall be 30 minutes.

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

9. Service Vehicle Maintenance Recordkeeping

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
- d. License Number
- e. Date Received
- f. Unit Repairs (mechanical)
- g. Monthly Preventive Maintenance Inspection (PMI) Reports
- h. Weekly Vehicle Inspection Reports
- i. Daily Pre- and Post-trip Vehicle Inspection Reports
- j. Work Orders
- k. Warranty Work
- l. Major Mechanical Repair/Unit Replacement
- m. Body/Interior Repairs (cosmetic)

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

10. 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. All vehicle parts and all equipment mounted on or in vehicles shall conform to the California Vehicle Safety Standards and the California Administrative Code, Title 13.

Contractor shall pay particular attention to the CHP Motor Carrier Safety Regulations. Each vehicle is required to be inspected annually by

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Contract Manager and/or by CHP. Contract Manager shall be immediately notified of inspections performed by a governmental agency other than County. The results of inspections shall be provided to Contract Manager within 24 hours, and any applicable signed certification shall be displayed or carried on the vehicles. Contractor shall expeditiously correct any deficiencies on any CHP vehicle inspection report and advise Contract Manager upon doing so.

J. Rates and Compensation

1. Rates - County-Provided Service Vehicles

County will pay Contractor on a monthly basis an amount equal to the sum of: 1) the number of Vehicle Service hours provided with County Service Vehicles times the rate provided in Form PW-2, Schedule of Prices, hereinafter referred to as "County Vehicle Rate"; less 2) all amounts collected from Fare-box Revenue; less 3) any liquidated damages pursuant to this Exhibit, Section AA, Liquidated Damages, and less any deduction from Exhibit F.1A, Performance Requirements Summary.

Vehicle Service hours are defined as the actual hours of revenue Service 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 G.1 Service Route, Schedule, and Fare.

Unless otherwise provided herein, the County Vehicle Rate shall cover all costs of Service provided by Contractor pursuant to this Exhibit.

2. Rates - Contractor-Provided Service Vehicles

County will pay Contractor on a monthly basis an amount equal to the sum of: 1) the number of vehicle Service hours provided with Contractor Vehicles times the rate provided in Form PW-2, hereinafter referred to as "Contractor Vehicle Rate"; less 2) all amounts collected from Fare-box Revenue; less 3) any liquidated damages pursuant to this Exhibit, Section AA, Liquidated Damages and any deduction from Exhibit F.1, Performance Requirements Summary.

Vehicle Service hours are defined as the actual hours of revenue Service 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 G.1, Service Route, Schedule, and Fare.

Unless otherwise provided herein, Contractor Vehicle Rate shall cover all costs of Service provided by Contractor pursuant to this Exhibit.

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3. Fares and Revenue

a. Fare

The cash fare shall be 25 cents per trip to board Routes A and B. However, the following patrons shall be able to board free of charge:

- Seniors (60 years and older)
- Persons with disabilities or displaying a disabled identification card
- Children under the age of five

This service shall also accept Metro 30-day, regional EZ and Go Rio passes.

There is no charge to board Route C. The County may, at any time, change the type of media fare accepted by the Service.

b. Fare Changes

County will notify the Contractor of any changes to the fares at least five business days before implementation of the revisions to allow for appropriate training of Contractor's personnel. Contractor shall perform such training.

c. Revenue

Contractor shall establish and maintain fare collection and security policies and procedures, subject to approval by the County. The Contractor shall keep an accurate accounting of all revenue received as the Contractor shall be held responsible for any lost, stolen, or uncollected revenue. All revenue generated by Service from the Fare-box and sale of fare media 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 invoice to County and will be subject to County audit.

d. Financial Audit Settlement

If at any time during the term of the agreement, or at any time within 3 years after the expiration or termination of the agreement, authorized representatives of County, or of any other agency funding this agreement, may conduct an audit of the Contractor regarding the services provided to the County per terms of the agreement, and if such audit finds the County's dollar liability for such services is

less than the payments made by the County to the Contractor, then the Contractor agrees that the difference shall be either: (1) repaid forthwith by the Contractor to the County, or (2) at County's option, credited against any future payments hereunder due to the Contractor. If such audit finds that the County's dollar liability for services provided hereunder is more than payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payments, provided that, in no event, shall the County's maximum obligation for the Service, as set forth in the agreement, be exceeded.

K. Pass-Through Costs

County recognizes that there are items not covered under this Contract for which Contractor is not compensated under the aforementioned rate. County will allow Contractor to pass-through the amounts necessary to cover the following specific items only if Contract Manager has authorized the work in writing prior to Contractor's initiation of work for the item. Claims for payment of pass-through costs shall include all supporting documentation of costs, approvals, and copies of vendor invoices.

1. Engines/Transmissions/Differential Units (County Service Vehicles Only)

County recognizes that during the term of this Contract, engines, transmissions, and/or differential units of County Service Vehicles, that are no longer under warranty, may have to be rebuilt or replaced. If the Contractor determines that an engine, transmission, and/or differential unit requires rebuilding or replacement, the Contractor shall notify the Contract Manager immediately after making such determination and, subsequently, in writing, detailing the reason for such a determination. After inspection by the Contract Manager, the Contract Manager may direct the Contractor in writing to proceed with work. If the Contractor's maintenance personnel perform the work, only the cost of the parts, as approved by the Contract Manager, will be reimbursed by the County. All labor costs associated with the removal, replacement, or installation of engines, transmissions, and differential units, including associated replacement of attachment devices, gaskets, seals, etc., are the responsibility of the Contractor and are not eligible for reimbursement.

If the County requests that the replacement of engines, transmissions, and/or differential units to County Service Vehicles be performed by an independent contractor, the County will pay for all parts and labor costs associated with this work.

Please note that if, the Contract Manager determines that the damage to engines, transmissions, and/or differential units were caused or were the result of negligence or lack of action (including timely preventive maintenance and/or warranty lapses) by the Contractor, the costs associated to make such repair(s) will not be eligible for reimbursement.

2. Air Conditioning (County Service Vehicles Only)

County recognizes that during the term of this agreement the air conditioning compressors, used in County Service Vehicles equipped with air conditioning systems utilizing refrigerant, may be prone to failure. If the Contractor determines that an air conditioning compressor, and/or compressor clutch unit, requires replacement due to operational failure of said compressor, the Contractor shall notify the Contract Manager immediately after making such determination and, subsequently, in writing, detailing the reasons for such a determination. After inspection by the Contract Manager, the Contract Manager may direct the Contractor in writing to proceed with work. If the Contractor's maintenance personnel perform the work, only the cost of the parts, as approved by the Contract Manager, will be reimbursed by the County. Labor costs associated with the removal and installation of the air conditioning compressor/clutch unit, filter and refrigerant are the responsibility of the Contractor and are not eligible for reimbursement.

If County requests that the replacement of an air conditioning system to County Service Vehicles be performed by an independent contractor, the County will pay for all parts and labor costs associated with this work.

Please note that if the Contract Manager determines that the damage to the air conditioning compressors and/or compressor clutch unit were caused or were the result of negligence or lack of action (including timely preventive maintenance and/or warranty lapses) by the Contractor, the costs associated to make such repair(s) will not be eligible for reimbursement.

3. Vehicle Repaint/Graphics

Contractor may pass through costs to County associated with painting and/or graphics/decals on County Service Vehicles or Contractor Service Vehicles per County's request.

Should a County Service Vehicle require a complete exterior repaint and/or decaling due to normal wear and tear as determined by Contractor, Contractor shall notify Contract Manager in writing detailing the reasons for such a determination. After inspection by Contract Manager, Contract Manager may direct Contractor in writing to proceed with the work. Contractor will only be permitted to pass through costs to County related to

the repaint, and/or graphics/decals work. If the County Service Vehicle is in an accident, all costs associated with the vehicle repair, in order to restore the vehicle to County specifications shall be the responsibility of Contractor.

Costs associated with the damage to the painted surface, lettering, and/or decal work that the Contract Manager determines was caused or attributed to the negligence or lack of action by the Contractor will not be eligible for reimbursement.

All work related to the pass-through costs shall be approved, in writing, by Contract Manager before Contractor commences work.

4. Rehabilitation of County Service Vehicles

If Contractor believes that a County Service Vehicle may require complete mechanical overhaul, and/or rehabilitation, that are not covered by the vehicle's warranty, Contractor shall notify Contract Manager in writing in order to ensure that any work performed on County Service Vehicles meets or exceeds County's specifications and/or requirements. In such instances, County will inspect vehicle and make determination of the work to be accomplished. Contractor shall then obtain the services of a known and qualified facility equipped to perform the work necessary as part of County's assessment. The facility shall employ mechanics properly certified in order to perform necessary work.

County reserves the right to inspect and approve the facility where the work shall be performed and the right to perform preproduction, on-time, pre- and post-delivery, conditional acceptance, and final acceptance inspections on the vehicle.

After completion of overhaul and/or rehabilitation of County Service Vehicle, Contractor shall invoice County for such work and provide all necessary and required documentation as determined by Contract Manager. Contractor shall withhold between 5 to 10 percent of the total amount of the approved work due to the selected facility until Contract Manager's final acceptance of vehicle. Final acceptance will be made after the vehicle has reentered revenue Service for a reasonable time frame or reasonable mileage.

Contractor and Contract Manager shall agree to the percent of withholding fee and time period applicable in each instance. County will withhold the applicable percentage from the amount due to Contractor until the vehicle passes the testing period. Contractor shall invoice County for any remaining balance after Contract Manager's final acceptance of vehicle. Subject to final acceptance and approval by Contract Manager, payment will normally be made within 30 calendar days of approval.

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5. Automated Vehicle Locator Devices

If an Automated Vehicle Locator (AVL) device which has been installed on a County-owned Service Vehicle or a Contractor-provided Service Vehicle malfunctions as a result of a manufacturer identified problem or error after the warranty period, the County shall be responsible for the cost of replacement.

6. Other Pass-Through Costs

County recognizes that during the term of this Contract, there may be needed repairs, enhancements, modifications to Service Vehicles or equipment that may be required to improve service performance that are beyond the control of Contractor and have not been identified elsewhere in this Contract. In order to be eligible for pass-through costs for items not specifically mentioned above, Contractor shall present the required scope of the work to be performed to Contract Manager. Contractor shall obtain Contract Manager's approval for the work to be performed, in writing, prior to commencing any work.

L. 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. Contractor shall permit authorized County personnel to 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 agency. All Service records prepared by Contractor shall be owned by County and be made available to County at no additional charge.

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.

3. Surveys and Questionnaires

Additional monitoring 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 Contract Manager. 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.

M. Personnel

County will 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 Project Manager or Maintenance Manager, as described below, at any time prior to or after execution of this 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 Project Manager, as described below.

Contractor shall maintain a daily diary (log) for this purpose that shall be subject to inspection by County. 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 concern.

1. Project Manager

Contractor shall designate a Project Manager who has the following minimum number of years of experience providing the management of the same or similar fixed route services for governmental or social service agency(ies): 3 years of experience with alternative fueled vehicles either compressed natural gas-powered and/or propane-powered, 30 feet or longer transit buses. The Project Manager shall have the responsibility to oversee the day-to-day operations of Service, shall have full authority to act for Contractor, and shall be reachable via office telephone or cell phone during the hours of Service. The Project Manager shall provide supervision and manage Service account and operating records.

Project Manager shall have an e-mail address and access to a computer during Service hours and shall be able to use Microsoft Office Professional suite (Microsoft Word, Excel, Outlook) and/or equivalent software. Contract Manager may, at his/her discretion, communicate with Project

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Manager via e-mail. Other than the Project Manager, the Contractor shall not appoint any other agent to communicate with the County regarding this Contract except with the express written consent of the County, which consent is at the sole discretion of the County. This provision does not limit the County's ability to communicate with any employee of the Contractor.

a. Supervision

Supervision shall include, but is not limited to, the following:

- i. Training and scheduling of all regularly assigned Service personnel
- ii. Arranging the assignment of qualified backup personnel as necessary
- iii. Distribution and collection of operating reports
- iv. Daily monitoring of ridership and fare collection
- v. Supervision of all Service staff to ensure Service quality meets or exceeds the requirements of this scope of work

b. Service Management

Service Management shall include, but is not limited to, the following:

- i. Preparation of monthly summaries of operations data per Service Vehicle on a run-by-run basis
- ii. Maintenance of Service accounts
- iii. Preparation of a monthly invoice that will document all charges minus the total amount of fares collected and any possible liquidated damages for missed trips, incomplete service, etc.
- iv. Responsibility for the complete operation of all Service Vehicles including all ancillary equipment, e.g., wheelchair ramp, lift and kneeling mechanisms, air conditioning, destination signs, fare boxes, bus card holders, etc.
- v. Responsibility to immediately address any operational issues and passenger complaints and accurately report these matters to the County in a timely manner

2. Road Supervisor

Contractor shall employ a minimum of one road supervisor who shall be reachable at all times via office telephone or cell phone during the hours of Service.

The Road Supervisor shall provide adequate on-street supervision throughout the Service area during the times Service Vehicles are in revenue service to minimize Service interruption and ensure quality Service delivery on a regular basis. The Road Supervisor shall monitor the level of on-time service performance.

Road Supervisor duties shall include, but are not limited to, the following:

- a. Ensure quality service delivery on a regular basis
- b. Facilitate fleet deployment while performing pre- and post-trip inspections
- c. Monitor and document on-time performance
- d. Provide extensive field support to minimize Service interruptions
- e. Address specific Service issues and interruptions

3. Office Personnel

Contractor shall employ personnel during Service hours to answer inquiries and respond to complaints from Contract Manager and the public regarding the Service.

Office personnel shall have an e-mail address and access to a computer during Service hours. Furthermore, office personnel shall be able to use Microsoft Word, Excel, and Outlook or equivalent software. Contract Manager may, at his/her discretion, communicate with Office Personnel via e-mail. Office personnel shall be able to research Contract Manager's questions and respond to Contract Manager via e-mail.

Contractor shall employ personnel to monitor two-way radios, mobile phones and/or other dispatching system equipment to communicate with vehicle operators during all hours of Service operation.

Required duties shall include the preparation of data, forms and reports and be proficient in the preparation of such documents with an emphasis on the highest level of accuracy and reliability. Office personnel shall have

experience reporting National Transit Database (NTD) data for fixed-route transit services located within the County of Los Angeles.

Duties shall also include, but are not limited to, the preparation of daily, weekly, monthly, quarterly, biannual and annual reports required by the County.

4. Vehicle Operators

Contractor shall employ a sufficient number of properly licensed and qualified personnel to operate County Service Vehicles and equipment and to provide the Service. Contractor shall be responsible for the recruitment, selection, controlled substance and alcohol testing, screening, training, scheduling, supervision, discipline, termination, and all other functions with regard to Service vehicle operators.

a. Operator Recruitment and Selection

Contractor shall review a current California Department of Motor Vehicles (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 or misdemeanor charge, which would affect the applicant's ability to perform as a vehicle operator or to come in contact with the public.

Contractor shall check California DMV records (Pull Notice Program) at least every 6 months, beginning at the start of Service, for accidents, Vehicle Code violations, and valid commercial driver's licenses of those employees whose job requires them to operate County Service Vehicles. Contractor shall notify County within five business days of the results of said checks and corrective actions taken, if any.

Contractor shall join the Pull Notice Program, whereby Contractor shall be notified of any activity on a vehicle operator's or mechanical staff's driving record. Any Service Vehicle operator or mechanical staff exceeding the California DMV point system, fails a controlled substances and alcohol testing, or with a revoked or suspended license, shall 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. All Service Vehicle operators shall:

- i. Have a valid California DMV Class B (with "P" endorsement) commercial driver's license, a medical examination certificate, as well as any other required licenses or endorsements required by applicable Federal, State, and local regulations. A Service Vehicle operator who does not pass the medical examination shall not be permitted to operate a Service Vehicle.
- ii. Assist passengers confined to wheelchairs in boarding County Service Vehicles, assist with tie-downs, and assist with securing lap belts if requested by the passenger.
- iii. Be in uniform acceptable to County. Uniform shall include either shirt/blouse or Polo-type top with collar and slacks, skirt, or Bermuda-type walking shorts. Uniform coats, sweaters, and caps may be worn. Vehicle operators shall display their name tag/badge.
- iv. Assist passengers who have difficulty negotiating the steps, lift or ramp of the vehicle. Service Vehicle operators shall make the lift or ramp available to passengers if requested.
- v. Be available and on time daily to ensure consistent and reliable Service.
- vi. Carry current certification of cardiopulmonary resuscitation and first-aid training at all times during vehicle operations.

c. Operator Training

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

- i. Proper operation of the vehicle to be used in Service including defensive driving and vehicle handling. Proper operation of destination signs, wheelchair lifts and ramps, communication equipment, and other equipment to be used on vehicles

- ii. California DMV requirements and company policies
- iii. Service routes, schedules, fare structure, and transit services in the vicinity
- iv. Accident and emergency procedures and reports
- v. Public courtesy and empathy towards the needs of the elderly, persons with disabilities, and parents traveling with children under age five
- vi. Training in special skills required to provide transportation to the senior patrons and persons with disabilities
- vii. American Red Cross or County-approved equivalent training for both cardiopulmonary resuscitation and first aid
- viii. Regular and continuous formal safety instruction for all operating personnel assigned to perform any activities under this Contract. Personnel shall be required to attend scheduled safety meetings at least four times per year
- ix. Regular and continuous training programs for all Service Vehicle operators. Regularly scheduled classes shall include various topics including understanding Service expectations, defensive and safe driving, emergency and crisis management, terrorist activity and other relevant subjects. Contractor shall submit an annual preplanned training schedule to the Contract Manager. Contractor may be required to conduct additional training on issues and subjects pertinent to the Service. Contract Manager, and/or her designee(s), will have the right to attend and audit Contractor training programs and classes

5. Maintenance Personnel

Contractor shall supply a sufficient number of properly qualified maintenance personnel with the expertise to maintain and service all vehicles for Service. Contractor shall be responsible for the recruitment, screening, testing, selection, training, scheduling, supervision, discipline, termination, and all other functions with regard to the maintenance personnel.

Maintenance personnel shall be supervised by a designated Maintenance Manager who shall have the following minimum number of years of experience in maintaining similar fleets of transit vehicles: 3 years of experience in maintaining alternative fueled vehicles either compressed natural gas-powered and/or propane-powered, 30 feet or longer heavy-duty transit buses. Contractor's maintenance personnel shall have knowledge of engines, transmissions, diagnostic procedures, electrical systems, HVAC, wheelchair lifts/ramps and related mechanical parts, and methods and procedures normally used in servicing mechanical equipment for transit vehicles.

The Contractor shall ensure that all mechanic staff assigned to this Contract are Automotive Service Excellence (ASE) certified in the H-4 ASE Transit Bus Brake test. If the Contractor cannot meet this requirement at the start of Contract, Contractor will be granted 12 months from the start of Contract to comply, provided that Contractor ensures that all vehicle maintenance is performed by an outside service facility that has ASE certified personnel during this 12-month period. Any new maintenance personnel will have 12 months from the date of hire to obtain ASE certification. By the end of each subsequent year until the end of the Contract, each mechanic must obtain a minimum of one (1) additional ASE certification per year from the Transit Bus, Truck, or School Bus Test Series.

The Transit Bus Test Series has become more complete and covers the categories previously only available under the Truck or School Bus Series. Therefore, County prefers certifications in the Transit Bus Test Series.

In an effort to address the development of qualified/trained maintenance personnel and compliance with the ASE certification requirement, Contractor is encouraged to provide training classes that cover one (1) ASE test area per ASE test cycle. Contractor shall budget appropriately for training fees per mechanic per ASE test cycle. The Contractor shall provide and budget for ongoing training for all mechanics that is relevant to their duties, on an annual basis, in the areas of air brake systems, air conditioning systems, engine performance, fire suppression/methane detection systems, wheelchair lifts/ramps, bus electrical systems, etc. The training program is subject to review and input by County.

The Contractor shall develop a formal training program necessary to maintain highly qualified, well-trained maintenance personnel, and to keep abreast of new equipment and maintenance techniques.

In addition, the Contractor shall ensure that, at all times, at least one member of the Contractor's maintenance staff assigned to this Contract must be trained and certified under Section 609 of the Clean Air Act - Motor

Vehicle Air Conditioning, or possess the equivalent ASE Refrigeration Recovery and Recycling Program certification. A list of Environmental Protection Agency approved training and certification programs is available at <http://www.epa.gov/ozone/title6/609/technicians/609certs.html>.

The Contractor shall provide proof of Section 609 of the Clean Air Act certification or its equivalent ASE Refrigeration Recovery and Recycling Program certification to the County prior to Contract award. At any time, if a Section 609 certified personnel leaves the service of the Contractor, the Contractor shall immediately provide an equivalent certified maintenance personnel replacement. The Contractor shall notify the Contract Manager of any change in maintenance personnel.

6. 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 (IIPP) 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.

N. Marketing and Advertising

County will routinely provide marketing, public relations, and advertising materials. Contractor shall place such materials on or in the vehicles as requested by County and shall distribute literature on County Service Vehicles as requested by County. The Contractor shall ensure that an adequate supply of service brochures is available for passengers on Service Vehicles. The posting of Service-related notices shall be subject to prior approval by the Contract Manager.

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

O. Operating Performance Standards

1. Service Vehicles

Contractor shall operate Service Vehicles with due regard for the safety, comfort, convenience of passengers, and the general public.

If Contractor has knowledge that any Service Vehicle herein described will be nonoperational at any time during the Service, Contractor shall immediately notify Contract Manager and Contractor shall arrange for substitute equipment as approved by the Contract Manager. Contractor shall furnish a substitute vehicle subject to all the conditions of this Contract.

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.

Contractor shall strive at all times to provide Service in a manner that shall 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 by 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, road closures or detours, vehicle malfunctions that are clearly beyond Contractor's control, naturally occurring disasters, or other reasonably unpredictable situations if sufficient notification and documentation is provided to County in a timely basis.

b. Road Calls

In the event of a Service Vehicle failure, Contractor shall immediately deploy a spare Service Vehicle to transport the passengers aboard the failed vehicle.

c. Complaints

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

P. Operation During a Declared Emergency

Upon declaration of any emergency by appropriate government representatives, County Sheriff 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 the California Highway Patrol (CHP), County Sheriff, or local police. Contractor shall notify Contract Manager the same business day of the request to alter the deployment of any Service Vehicles.

Q. Service Records and Reports

1. General Requirements

Contractor shall maintain separate complete and accurate books, records, and reports that relate to Service and as required herein. Contractor shall retain all records relating to this Contract for a minimum period of 3 years following expiration or termination hereof unless otherwise provided for herein. All such records shall be available for inspection by designated auditors of County and the State of California at reasonable times during normal working hours.

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

2. Service 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. Unless stated otherwise, the reports listed shall be submitted with the monthly invoice, no later than the 15th day of the following month, and shall be made in a format approved by County. 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 require each vehicle operator of each Service Vehicle to prepare a daily report on a form indicating: vehicle fleet number; mileage ("begin" and "end" odometer); the number of passengers boarding each Service Vehicle; the amount of revenue collected; the number of passengers boarding with cash fare; the number of passengers boarding without charge (i.e. senior, disabled, and children under 5 years); and the number of passengers boarding with transit passes (EZ, Metro, Metrolink and Go Rio). The summary shall indicate any trips that departed early or late in a format approved by County. The report shall be compiled for the period of a month and shall include a summary thereof.

b. Service Reports

Contractor shall submit to County a report indicating the actual number of Service hours, Service miles, total vehicle hours, and total vehicle miles operated, and fuel used (type and amount per Service Vehicle). Such information shall be for each route and shall be compiled on a daily basis for the period of a month and shall include a summary thereof.

c. Daily Pre- and Post-Trip Service Vehicle Inspection Reports

Contractor shall instruct each vehicle operator of each vehicle to perform a daily pre- and post-trip Service Vehicle inspection and daily Service Vehicle servicing, as required herein, and such inspections and servicing shall be documented on a report that shall be completed and signed by each vehicle operator assigned to a Service Vehicle each day as shown on Exhibit K, Driver's Daily Vehicle Report. The Daily Pre- and Post-Trip Vehicle Inspection Reports shall be retained on file by Contractor for a minimum of 3 years after contract expiration/termination.

d. Weekly Maintenance Inspection Reports

A report of the weekly maintenance inspections, which supplement the daily pre- and post-trip inspections, shall be kept by Contractor. A copy of each inspection report shall be submitted to County upon request. The Weekly Maintenance Inspection Reports shall be

retained on file by the Contractor for a minimum of three years after Contract expiration/termination.

e. Missed Trip Reports

A trip is considered missed when a run/loop is not completed. A monthly summary report of missed trips for each month shall be submitted. The explanation for the missed trip(s) should be specified along with the dates and times, the vehicle and trip number, and the affected total revenue hours.

f. CHP Reports

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

g. Operational Problems and Passenger Complaint Reports

The Project 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 business day following identification of the operational problem or receipt of such passenger complaint.

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 business day following identification of such problems or complaints.

h. Accident/Incident Data Reports

Contractor shall submit a monthly summary report of all accidents (collision and non-collision) involving Service Vehicles. The monthly summary shall include the date, vehicle number, location, operator, and accident description including any damage and/or injuries. The monthly summary shall also include cumulative accident data that indicates the number of accidents per 100,000 vehicle miles. Within 24 hours of an accident or incident involving a Service Vehicle or passengers, Contractor shall provide a written report, per Exhibit L.1, Public Works Report of Vehicle Accident or Incident form to the Contract Manager.

In the event of an emergency during after hours, Contractor shall call the Public Works radio room at (626) 458 - HELP. Contractor shall notify County within 24 hours of any of the following accidents/incidents:

- i. Collisions between a Service Vehicle and another vehicle, person, and/or object
 - ii. Passenger accidents including falls while passengers are entering, occupying, or exiting the Service Vehicle
 - iii. Passenger disturbances, assaults, injuries, deaths, etc.
 - iv. Any incidents (e.g. physical assault) that take place along the Service route and are witnessed by Contractor's operator(s)
 - v. Vandalism to Service Vehicle
 - vi. Passenger complaints of injury or property damage or other circumstances likely to result in the filing of claims against Contractor and/or County
 - vii. Any passenger, driver, supervisor, or Service complaint that arises from an accident. If the accident/incident involves injuries or extensive property damage, County shall be notified immediately (regardless of hour or day)
- i. National Transit Database Reports

The Contractor will be required to collect National Transit Database (NTD) data/reports electronically and to provide those reports to both the County and the Los Angeles County Metropolitan Transportation Authority (LACMTA). Contractor is responsible to prepare and submit the following NTD data/reports:

- i. Monthly Passenger/Mile Sampling: Based on LACMTA's monthly selection of bus stop locations, the Contractor shall collect and provide the required data no later than the 25th day of the following month.
- ii. Form MR20 Exhibit Q.1, NTD Monthly Ridership, and Service Information: Contractor shall prepare and submit this completed form on a monthly basis no later than the 25th day of the following month.

- iii. Annual NTD Reports: Contractor shall prepare and submit an annual NTD report in accordance with the Federal Transit Administration (FTA) NTD Guidelines, as amended, no later than 30 days after the end of each fiscal year or as directed by the County. Contractor shall also attend the annual NTD Reporting Workshop offered by LACMTA.

For further information on how to obtain NTD reporting forms and reference documents, Contractor may contact LACMTA at (213) 922-2810. Contractor shall certify that the data is accurate and shall develop an auditing procedure acceptable to County, for the annual report. The annual report shall pass the required annual audit by LACMTA (i.e., no re-audit required).

Contractor shall maintain and make available, for a minimum period of 3 years after Contract expiration/termination, to County, and/or appropriate agencies, records, and backup information pertaining to the annual NTD reporting.

j. Financial Records

Contractor shall establish and maintain, within a separate account, all Service revenue and expenditures and any other relevant financial records or documents for a minimum period of 3 years after contract expiration, termination, or suspension.

k. Maintenance Records and Reports

Contractor shall maintain an individual file for each Service Vehicle. Each file shall include detailed records for the reporting period and an analysis of any trends. 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 County Service Vehicles and equipment.

Contractor shall submit the following reports to County with the monthly invoice:

i. 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. Contractor shall retain the PMI Reports on file for a minimum of 3 years after Contract expiration/termination.

ii. 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 is made, whether or not it resulted in a loss of time. A report of road calls shall include the fleet number, VIN, mileage, time, location of incident, route, direction of travel, reason for call, and what was done to fix the problem.

iii. Service Vehicle Downtime Report

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

iv. 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 (if applicable), summary of problem(s), and corrective action(s) taken.

R. Controlled Substance and Alcohol Testing

Contractor shall implement, as a minimum, the Controlled Substance and Alcohol Testing Program as specified in Exhibit O.1, Controlled Substance and Alcohol Testing Program, as may be required by rules and regulations issued by the United States Department of Transportation and described in Title 49, Code of Federal Regulations, Part 655, "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations." Contractor's policies may supersede policies specified in Exhibit O.1, Controlled Substance and Alcohol Testing Program only when they can be shown to County's satisfaction to be more stringent.

County will not indemnify Contractor for disciplinary actions imposed resulting from required testing. Contractor shall report results of the random testing and other associated tests to County on a quarterly basis on the form shown in Exhibit O.1, Controlled Substance and Alcohol Testing Program such reports shall be submitted to County within 15 calendar days after the end of the quarter.

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Sunshine (South Whittier) Shuttle Service
(2018-PA034)

S. Transit Security Plan

Subsequent to the events of September 11, 2001, safety and anti-terrorist preparations on public transit systems have become a much greater concern than in prior years. It is critical to integrate security throughout every aspect of County's public transit programs, operations, and infrastructure. Accordingly, the Contractor is required to submit a written Security Plan that shall be followed should the Proposer be awarded this service.

The National Terrorism Advisory System, or NTAS, replaced the color-coded Homeland Security Advisory System. The new system will more effectively communicate information about terrorist threats by providing timely, detailed information to the public, government agencies, first responders, airports and other transportation hubs, and the private sector. 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 (www.dhs.gov/national-terrorism-advisory-system) 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 TSA/FTA's Security and Emergency Management requirements as indicated in the TSA website (www.tsa.gov).

The Contractor is also encouraged to refer to the Federal Transit Administration's "Transit Agency Security and Emergency Management Protective Measures" report available on the FTA website (www.transit.dot.gov/regulations-and-guidance/). 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. In addition, this document provides protective measures to be implemented in the event of an attack or active incident and during the recovery phase following an incident.

The details of the Contractor's Transit Security Plan will be negotiated with the Contract Manager to ensure that the County's needs are adequately addressed. The final approved Transit Security Plan will be attached as Exhibit P.

T. Responsibilities of the Contractor

1. Contractor shall maintain the following minimum number of years of experience providing the same or similar fixed route services for governmental or social service agency(ies): 3 years of experience with alternative fueled vehicles either compressed natural gas-powered or propane-powered, 30 feet or longer heavy-duty transit buses. A subcontractor is not allowed to meet this requirement.
2. Contractor's Project Manager shall maintain the following minimum number of years of experience providing the same or similar fixed route services for governmental or social service agency(ies): 3 years of experience with alternative fueled vehicles either compressed natural gas-powered or propane-powered, 30 feet or longer heavy-duty transit buses. A subcontractor is not allowed to meet this requirement.
3. Contractor's Maintenance Manager shall maintain the following minimum number of years of experience in maintaining similar fleets of transit vehicles: 3 years of experience in maintaining alternative fueled vehicles either compressed natural gas-powered or propane-powered, 30 feet or longer heavy-duty transit buses.
4. Contractor shall maintain a "Satisfactory" California Highway Patrol Safety Compliance Inspections (or passed all re-inspections) of the Contractor's maintenance facilities or terminals.
5. Contractor shall not subcontract this service.
6. 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. Contractor shall be solely responsible for performing all tasks including, but not limited to, providing executive and administrative management; employment and supervision of all personnel including supervisors, vehicle operators, dispatchers, mechanics, and other maintenance personnel; operation of training and safety programs; maintenance and repair of vehicles and equipment; processing of warranty claims for County's vehicles; assisting in public relations and promotions; preparation of 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.

U. Responsibilities of Public Works

The County will determine the need for, and provide, jobsite inspection. Contract Manager may inspect vehicles, equipment, and all other peripheral equipment prior to Contract termination to assess condition of vehicles and equipment. Contractor shall be responsible to perform all the work necessary to correct any deficiencies noted. Contract Manager, at his/her own discretion, may withhold up to the final 2 months of Service payment until repair is completed by Contractor or deduct the cost of correcting the deficiencies from payment due to Contractor, if Contractor fails to perform the necessary work to correct the deficiencies.

V. Removal of Debris

All debris derived from this Service shall be removed from County property and become the property of the Contractor. The Contractor shall dispose of all debris from this Service 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, catch basins, gutters, manholes, and/or roadways in violation of the National Pollutant Discharge Elimination System regulations.

The Contractor is advised that due to the nature of this Contract, discarded hazardous waste may be encountered during the performance of this Contract. In the event an unknown substance or hazardous material is discovered, the Contractor shall immediately notify the Contract Manager. The Contractor shall NOT attempt to perform any type of hazardous waste remediation not included under the Scope of Work of this Contract, including identifying, containing, cleaning, moving, disposing, etc. The Contractor shall exercise extreme caution in the event unknown waste is encountered.

W. Funding

The County's obligations under this Contract are contingent upon the availability of funds in each fiscal year budget to finance operating and capital costs. The County may use local sales tax funds in accordance with LACMTA's guidelines for the Proposition A Local Return Program to finance this Service. Other sources of funds, such as FTA, may also be used. The Contractor agrees to be bound by applicable provisions of Proposition A Local Return Program guidelines or any other guidelines/regulations pertaining to other funding sources.

X. Non-Conflict With Local, State, And Federal Laws

Nothing herein shall be in conflict with or modify the Contractor's obligation to comply with the requirements of local, State, and Federal laws, such as FTA, ADA,

Department of Transportation (DOT), or other applicable laws, rules, regulations, directives, or ordinances.

Y. Permits/Licenses/Certifications

The Contractor shall be fully responsible for possessing or obtaining any required permits/licenses from the appropriate Federal, State, or local authorities for work to be accomplished under this Contract.

The Contractor shall ensure that each mechanic staff assigned to this Contract is in compliance with this Exhibit's Section M.5, Maintenance Personnel.

Z. Utilities

The County will not provide utilities.

AA. 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. However, neither the provision of a sum of liquidated damages for nonperformance, 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 amount of liquidated damages has been set in recognition of the following circumstances existing at the time of the formation of the Contract:
 - a. All the time limits and acts required 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/or late performance is by Contract 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.
 - 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. Please note, should an inconsistency be determined between the Scope of Work, Liquidated Damages, and the Performance Requirements Summary (Exhibit F.1A), the higher service level in the judgment of Public Works shall prevail.
4. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the amount shown in Exhibit F.1A, Performance Requirements Summary or the following sums if the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.

a. Permanent Service Vehicles

The County and the Contractor hereby establish the unit price of \$100 per vehicle per day of operation or service day (Monday through Saturday, except holidays) as liquidated damages, for each day of delay in completing the delivery of permanent Service Vehicles by the Contractor. The above conditions may be invoked if the delivery exceeds the specified delivery date of 9 months from date of award or as indicated in the Contractor's proposal, whichever is greater.

Should the Contractor be obstructed or delayed in obtaining the vehicles because of changes in the work or by any default, act, or omission of the County, or inability to obtain materials, equipment, or labor due to Federal government restrictions arising out of the defense or war program, then the time of completion may be extended for such as may be agreed upon by the County and the Contractor. If there is insufficient time to grant such extensions prior

to completion date of this Contract, the County may, at the time of acceptance of final work, waive liquidated damages after hearing evidence as to the reasons for such delay and making a finding that such delay was due to any of the above.

b. On-Time Performance

In the event that the Contractor fails to meet the on-time performance standards, as specified in Exhibit G.1, Service Map, Schedule, and Fare, it is agreed that the County may, at its sole discretion, assess liquidated damages against the Contractor in the amount of \$500 per incident, up to a maximum of \$5,000 per month, if any of the following incidents occur after two substantiated incidents within a 60-day period:

- i. A Service trip departs in advance of schedule departure time at any designated time point, liquidated damages of \$500 per occurrence will be assessed.
- ii. A Service trip departs more than 5 minutes following the time set forth for departure at any designated time point, liquidated damages of \$500 per occurrence will be assessed.
- iii. A Service trip arrives at a timed stop 10 minutes before the next departure, liquidated damages of \$500 per occurrence will be assessed.

c. Service Vehicles Not Available

If specified number of regular Service Vehicles, not including backup, are not in service, the Contractor may be assessed the liquidated damages of \$100 per vehicle per hour up to a maximum of \$1,000 per vehicle per day.

d. Complaints

In the event of any valid complaint, the Contractor may be assessed liquidated damages of \$250 per complaint up to a maximum of \$1,000 per month. 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 the Contract Manager.

e. General Reporting

Contractor shall submit monthly reports with monthly invoice, including ridership, on-time performance, driver logs, fuel data, maintenance, and safety in a form approved by County within 15 calendar days after the end of each month, unless Contract Manager approves more time. Liquidated damages of \$50 per report per business day may be assessed for late and/or incomplete reports and invoices.

f. National Transit Database Reporting

The Contractor shall submit NTD reports to both LACMTA and the Contract Manager no later than the dates required in Section L. Subsection 2(i), National Transit Database Reports, in this Exhibit. Liquidated damages of \$100 per business day, up to a maximum of \$2,000 per month may be assessed for late and/or incomplete reports.

g. LACMTA Re-audit of Annual National Transit Database Report

If the Contractor's submitted annual NTD report and/or the Contractor's supporting data and records require a re-audit by LACMTA, the Contractor may be assessed liquidated damages in an amount equal to the cost charged to the County by LACMTA to perform the re-audit.

h. Weekly Maintenance Inspections

The weekly maintenance inspections are called an "I" Service. This "I" Service shall be performed per the Original Equipment Manufacturer's (OEM) Specifications (including both the Vehicle owner's manuals and Vehicle service manuals) and Exhibit M.1, Preventive Maintenance. If the Contractor fails to meet this standard the Contractor may be assessed liquidated damages of \$200 per Service Vehicle per Service day up to a maximum of \$2,000 per month.

i. Daily Vehicle Inspection (DVI) Reports

Failure to perform a satisfactory DVI (pre- and post-trip) may include, but are not limited to, fluid levels noted low twice within a ten-day period without any visible leaks and/or a Vehicle in revenue Service with a non-operating wheelchair ramp or lift on consecutive dates of Service. If the Contractor fails to meet this standard the Contractor

may be assessed liquidated damages of \$100 per Service Vehicle per Service day up to a maximum of \$1,000 per month.

j. Preventive Maintenance

Preventive Maintenance Inspections (PMI) shall be performed per the OEM and Exhibit M.1. PMI documents must be submitted monthly with service invoice. Inspections shall never exceed the specified intervals by 500 miles or more. Failure to meet this standard may result in nonpayment of Service hours for any miles operated by vehicles exceeding the PMI intervals or liquidated damages of \$500 per vehicle per day, whichever is higher.

k. Shutdown of Vehicles

If any Service Vehicle has been removed from Service as the result of an unsatisfactory rating by the CHP, the Contractor may be assessed liquidated damages of \$200 per day per vehicle up to a maximum of \$1,000 per vehicle per month.

l. Deficient Vehicle Condition

In the event Contract Manager rejects any Service Vehicle as a result of deficient mechanical condition, or unacceptable vehicle appearance, \$200 per day per vehicle in liquidated damages may be assessed until the condition is corrected to the satisfaction of Contract Manager.

If Contractor has documentation indicating that the condition of the vehicle cannot be corrected due to the unavailability of parts, cleaning tools or other reasons beyond the Contractor's control, then Contract Manager may waive the liquidated damages until the parts are available.

m. Vehicle Emissions (Engine Smog)

Each Service Vehicle shall fully comply with all applicable Federal, State, and local emissions rules, regulations, and requirements. If any Service Vehicle fails to pass a smog test, receives a complaint, or is cited for an engine emissions violation by the California Air Resources Board, South Coast Air Quality Management District, the CHP, or other governmental agency authorized to issue such citation, the Contractor shall be liable for the citation, as well as liquidated damages. The Contractor shall notify the Contract Manager of having received a citation within one business day of

receiving it and shall provide a timeline for preparing and submitting an action plan to verify and correct the deficiencies.

The Contractor shall be assessed \$500 in liquidated damages for each Service Vehicle that is cited for an engine emissions violation. If such complaint is found to be without merit, or beyond the Contractor's control, the Contract Manager may waive the liquidated damages.

If the Contractor does not submit any required smog check certificates to the Contract Manager bi-annually (every 2 years) within 30 days after State vehicle emissions testing has been performed, the Contractor may be assessed \$200 in liquidated damages per Service Vehicle for which a smog check certificate was not submitted. The Contractor shall provide a Service Vehicle at no charge to the County if and when the County or Contractor takes a County Service Vehicle to have an emission check performed and/or make repairs to the Service Vehicle before passing an emission check.

n. Permanent Vehicle Rejection

In the event any Service Vehicle is rejected permanently by Contract Manager as a result of vehicle condition, Contractor may be assessed \$200 per day per vehicle, up to a maximum of \$2,000 per Service Vehicle per month in liquidated damages until vehicle is replaced with a vehicle that is satisfactory to the Contract Manager.

o. Incorrectly Set Destination Signs

In the event any Service Vehicle displays an incorrect destination sign while in service or if it fails to display the "Not in Service" sign when it is not in revenue Service, liquidated damages of \$50 per Service Vehicle per day may be assessed for the first occurrence, \$75 per Service Vehicle per day for the second occurrence, and \$100 per Service Vehicle per day for each future occurrence within each contract year.

p. County Service Vehicle Warranty

If due to the Contractor's negligence of vehicle preventive maintenance program, as determined by the Contract Manager, any warranty coverage of the County Service Vehicle item (e.g., engine, transmission, air conditioning units, etc.) is lessened or invalidated, and/or warranty items are not covered due to neglect,

liquidated damages of at least 50 percent of the cost to repair each item shall be assessed.

q. Off-Routing

If a regular scheduled Service Vehicle is identified as operating "off route", liquidated damages of at least \$200 per Service Vehicle per occurrence shall be assessed.

r. Controlled Substance and Alcohol Testing

The Contractor shall report results of random testing and other associated tests to the County on a quarterly basis on the form shown in Exhibit O.1, Controlled Substance and Alcohol Testing Program. Such reports shall be submitted to the County within 15 days after the end of the quarter. Liquidated damages of \$50 per calendar day (including non-business days, weekends, and holidays) may be assessed for late reports.

s. Maintenance Personnel

All maintenance on Service Vehicles shall be performed by ASE H-4 ASE Transit Bus Brake Test certified personnel and Section 609 of the Clean Air Act certified personnel as specified in this Exhibit. If maintenance personnel are not ASE H-4 ASE Transit Bus Brake Test certified or fail to obtain certification within 12 months of the date of hire or the start of the contract, whichever occurs last, and Section 609 of the Clean Air Act certified, liquidated damages of \$500 per maintenance employee per month may be assessed.

t. Trips Not Made

In the event that any scheduled trip is not made, the Contractor may be assessed liquidated damages in the amount of \$250 per trip, up to a maximum of \$2,000 per month.

u. Non-ADA Service Vehicle

In the event the Contractor replaces a Service Vehicle with a non-ADA-compliant Service Vehicle, the Contractor may be assessed liquidated damages of \$500 for first occurrence and \$1,000 for each subsequent occurrence.

v. Violation of Storage and Maintenance Facilities

In the event that the Contractor is either performing maintenance and/or subcontracting maintenance in violation of this Exhibit's Section H, Storage and Maintenance Facilities, as determined by Contract Manager, the Contractor may be assessed \$1,000 in liquidated damages per Service Vehicle per Service day up to a maximum of \$4,000 per Service Vehicle per month.

w. Storage of County Service Vehicles

If the Contractor fails to store County Service Vehicles in accordance with this Contract, the Contractor may be assessed, \$200 in liquidated damages per Service Vehicle per Service day, up to a maximum of \$2,000 per Service Vehicle per month.

x. Implementation of E-mail and Internet Access

If the Contractor fails to implement Internet access and e-mail and/or fails to use/maintain the system and/or train the personnel (e.g., Project Manager, Road Supervisor, and Maintenance Manager) within the time periods allotted in this Exhibit's Section G, Equipment, the Contractor may be assessed \$100 per staff member in liquidated damages per business day after the deadline.

y. 24-Hour Emergency Contact

If the Contractor fails to return a call to the Contract Manager within one hour after being requested in accordance with this Exhibit's Section G.3, Communication Equipment, the Contractor may be assessed \$200 in liquidated damages per occurrence.

z. Unresolved Service Vehicle Claims

If a settlement is not made within 90 calendar days of the Date of Loss (DOL) for a vehicle stolen, damaged, or lost by reason of collision, fire, negligence, abuse, vandalism, or other like cause in accordance with this Exhibit's Section G.2, General Terms for Transit Vehicles, the Contractor may be assessed liquidated damages. Liquidated damages in the amount of \$1,000 per week, up to a maximum of \$4,000 per month, shall begin 120 calendar days after the DOL. However, in no event shall the liquidated damages exceed the total number of service hours times the actual cost differential between a Contractor-Provided Replacement Service Vehicle and the County Service Vehicle for a given month.

aa. Service Vehicle Transfer Audit

At the discretion of the County, the Contractor may be required to transfer County Service Vehicles to another Service Contractor. The Contract Manager may schedule a pre-transfer inspection and a final transfer inspection. The Contractor assuming responsibility for the County Service Vehicles (New Contractor) shall conduct both inspections. The current Contractor shall have appropriate staff on-site to review work identified. It is the responsibility of the current Contractor to ensure that County Service Vehicles are in good mechanical condition and have good, clean appearances. The current Contractor must ensure that each vehicle's brakes and tires meet the minimum requirements specified in Exhibit M.1, Preventive Maintenance.

Any and all mechanical defects identified during the pre-transfer and the final transfer inspections are the responsibility of the current Contractor. PMI's shall be current. PMI records of County Service Vehicles are County property and are to be turned over to the New Contractor.

Liquidated damages in the amount of \$100 per County Service Vehicle per week may be assessed for PMI records that are not provided for any County Service Vehicle, beginning one week after the completion of the transfer of service.

Repairs identified during these inspections, not made by the current Contractor, shall be performed by the New Contractor. Outstanding PMI's shall also be performed by the New Contractor.

Contract Manager will review and validate repair costs (including internal and external body damage, preventative maintenance that was not performed as required and other vehicle repairs). To recover the cost of repairs and/or maintenance of County Service Vehicles, the Contract Manager may withhold up to two monthly Service invoice payments from the Contractor transferring County Service Vehicles.

Upon satisfactory completion of County Service Vehicle repairs and/or outstanding PMI's, the balance remaining from the monthly Service invoices being withheld minus the cost of repairs and/or maintenance will be released to the Contractor. If the repair costs exceed the total balance withheld from the monthly Service invoices, the County will invoice the Contractor for the difference.

bb. Health, Safety, and Comfort

In the event any Service Vehicle has a wheelchair ramp/lift, air conditioning, and/or heating system failure while in service, \$200 per day per vehicle in liquidated damages may be assessed if the vehicle is placed in service during the next Service day(s) without repairs.

cc. Personnel

Contractor shall not, absent prior written notice to and consent by County, remove or reassign any of the key management personnel, such as the Project Manager or Maintenance Manager, at any time prior to or after execution of this Contract. In the event any key management personnel are removed or reassigned prior to or after execution of this Contract without prior written notice and consent by County, liquidated damages in the amount of \$1,000 per staff member may be assessed.

dd. Timely Repairs to County-Provided Service Vehicles

Contractor shall make every effort to repair County Service Vehicles in a timely manner to maintain proper operating and appearance standards. Repairs to County Service Vehicles shall be completed within a reasonable time frame. In the event any County Service Vehicle is removed from Service and remains out of service for six consecutive service days or 10 days within a 30-day period, the Contractor may be assessed \$200 in liquidated damages per Service Vehicle per Service day up to a maximum of \$2,000 per Service Vehicle per month.

If Contractor has documentation indicating that the condition of the vehicle cannot be corrected due to the unavailability of parts or for reasons that are clearly beyond Contractor's control, then Contract Manager may waive the liquidated damages.

ee. Interruption of Revenue Service to Refuel Service Vehicles

Contractor shall ensure that vehicles are fueled before being placed into revenue service. In the event any Service Vehicle causes an interruption in revenue service because it must be refueled, Contractor may be assessed liquidated damages of \$200 per vehicle for each occurrence up to a maximum of \$2,000 per month.

ff. Marketing and Advertising

Contractor shall ensure that each vehicle maintains an adequate supply of service brochures while operating in revenue service. If Contractor fails to comply, liquidated damages in the amount of \$100 per Service Vehicle per occurrence may be assessed.

If Contractor has documentation, which indicates prior notice had been provided stating they had exhausted their supply of service brochures, then Contract Manager may waive the liquidated damages.

gg. Fines by Regulatory and Governmental Agencies

If the County is fined by a local, regional, State, or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements, the Contractor may be assessed liquidated damages in an amount equal to the fine(s) charged to the County by a regulatory or governmental agency.

hh. AVL Devices

The Contractor is not to handle or disconnect any AVL device installed on a County Service Vehicle. If an AVL device is damaged, removed, disconnected, lost, or stolen, the Contractor may be assessed \$100 in liquidated damages per AVL device per Service day after the 2-week period following date of loss/damage (unless additional time is approved by County for unforeseen circumstances), until the AVL device is replaced.

5. In addition to the above, Public Works may use Exhibit F.1A, Performance Requirements Summary to evaluate Contractor's performance.

BB. Contractor's Quality Control Plan

The Contractor shall establish and maintain a Quality Control Plan to assure the requirements of this Contract are met. An updated copy shall be provided to the Contract Manager prior to the Contract start date and whenever changes occur. The plan shall include, but not be limited to, the following:

1. It shall specify the activities to be evaluated on either a scheduled or unscheduled basis, how often these evaluations shall take place and the title of the individual(s) who will be responsible for evaluating.

2. The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
3. A file of all evaluations conducted by Contractor and, if necessary, the corrective action taken. This documentation shall be made available as requested by the County during the term of this Contract.
4. The methods for continuing service to the County in the event of a strike involving the Contractor's employees.
5. Control system in place to prevent vehicle loss.

CC. Additional Work/Locations

1. The Contract Manager may authorize the Contractor to perform additional work including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents, such as vandalism, acts of God, third-party negligence or any unanticipated or unforeseen need. If the Contract Manager determines such additional work can be obtained in whole or in part by temporarily modifying the Contractor's tasks and work schedules, he or she may direct such modification.
2. Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. No additional work shall commence without written authorization from the Contract Manager. However, when a condition threatens imminent injury to the public or damage to property, the Contract Manager may orally authorize the work to be performed upon receiving an oral estimate from the Contractor. Within 24 hours after receiving an oral authorization, the Contractor shall submit a written estimate to the Contract Manager for approval.
3. All additional work provided herein shall commence on the specified date established. The Contractor shall proceed diligently to complete said work within the time allotted.
4. Additional location(s) may be added during the Contract period. Upon request by the Contract Manager, the Contractor shall provide a written quotation for any additional location(s), based on the rates quoted in Form PW-2, Schedule of Prices. The Contractor shall be paid per Service Vehicle Revenue Hours for additional locations according to the rate quoted in Form PW-2. Upon Contract Manager's negotiation and acceptance of the Contractor's written quotation, and subject to approval of the Director, the additional location(s) may be added to the Contract by amendment or change order.

DD. Gratuities

1. Contractor is advised that it is improper for any County officer, employee, or agent to solicit consideration, in any form, from Contractor with the implication, suggestion, or statement that Contractor's provision of the consideration, or failure to provide consideration, may cause favorable or unfavorable treatment, respectively, for the Contractor relating to the amendment or extension of the Contract or the making of any determinations with respect to Contractor's performance under this Contract. A Contractor shall not offer or give, either directly or through an intermediary, such improper consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment as described herein.
2. A Contractor 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 (800) 544-6861.
3. Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.
4. Note that Contractor's failure to adhere to this requirement could subject this Contract to termination for improper consideration under Section 3 Termination/Suspensions of Exhibit B.

EXHIBIT A.2

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EXHIBIT A.3

**SCHEDULE OF PRICES
(FORM PW-2)**

[TO BE DETERMINED]

EXHIBIT A.4

**STAFFING PLAN AND COST METHODOLOGY
(FORM LW-8)**

[TO BE DETERMINED]

EXHIBIT B-E

Exhibit B: Service Contract General Requirements

Exhibit C: Internal Revenue Service Notice 1015

Exhibit D: Safely Surrendered Baby Law Posters

Exhibit E: Defaulted Property Tax Reduction Program

See RFSQ for Fixed Route and Dial-A-Ride Transit Services (2016-SQPA001) and Addenda 1-3 for the above exhibits that are incorporated here by reference.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through S, inclusive, of this Contract (Exhibits A-S) and this PRS, Exhibits A-S shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-S, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
A. SCOPE OF WORK				
1. Fines by Regulatory and Governmental Agencies	Fined by a local, regional, State, or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Violation of the National Pollutant Discharge Elimination System	Discharge of debris into storm drains and/or gutter.	\$500 per occurrence plus any fines by regulatory and governmental agencies plus any remediation cost; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
B. REPORTS/DOCUMENTATIONS				
1. Daily/Weekly/Monthly/Quarterly Reports	Submitted to Contract Manager daily/weekly/monthly report.	\$50 per day per report that is late or not submitted.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Special Reports As Needed	Filed within time frame requested.	\$100 per day per report that is late or not submitted.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through S, inclusive, of this Contract (Exhibits A-S) and this PRS, Exhibits A-S shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-S, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
C. EMPLOYEES				
1. Contractor's Employee Criminal Background Investigation	Prior to the start of the contract and continuation of the contract the contractor shall certify all employees who are in a designated sensitive position has passed a fingerprints background check submitted to the California Department of Justice to include State, local, and federal-level review, as required by the Contract. Employees who <u>do not</u> pass or is not certified shall be immediately removed.	\$100 per employee per day who is not certified as passing the background check.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Employees Well Oriented To Job	Employees must have thorough knowledge of facility and its needs.	\$100 per error resulting from lack of orientation; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Staffing	Staffing levels are equal or exceed contract requirements.	\$100 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Photo I.D. Badges	Photo I.D. Badges worn by all employees on the job at all times.	\$100 per employee, per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Uniform	Uniforms worn by all day time employees on the job.	\$100 per employee, per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through S, inclusive, of this Contract (Exhibits A-S) and this PRS, Exhibits A-S shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-S, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
			<input type="checkbox"/> N/A	
6. Training program	Document training of each employee.	\$250 per untrained employee.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. Maintain Knowledge of Safety Requirements	Completion of training of all accepted standards for safe practices related to the work.	\$100 per employee, per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
D. SUPERVISOR/MANAGERS				
1. Change in Project Manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	\$100 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Respond to complaints, requests, and discrepancies.	Respond within the time frame outlined in the Contract.	\$100 per complaint not responded to within the time frame outlined in the specifications.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Makes Site Inspections	Facility inspected each shift or as required by Contract.	\$100 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Competent Supervisory Staff	Responsiveness to complaints and requests; maintain good work records, and acceptable level of service.	\$200 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through S, inclusive, of this Contract (Exhibits A-S) and this PRS, Exhibits A-S shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-S, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
5. Provide Adequate Supervision and Training	Contract specifications met.	\$100 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Project Safety Official	Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices.	\$200 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
E. CONTRACT ADMINISTRATION				
1. Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis there-after.	\$200 per day; possible work/contract; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in contract.	\$200 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. License and Certification	All license and certifications required to perform the work, if any.	\$200 per day; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Assignment and Delegation	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.	\$200 per day the County is not informed of this change; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through S, inclusive, of this Contract (Exhibits A-S) and this PRS, Exhibits A-S shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-S, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
5. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$500 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

p:\aepub\service contracts\contract\anna\sunshine (south whittier) shuttle\2018\fb\01 fb\09 exhibit f.1a performance requirements summary.docx

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

Sunshine (South Whittier) Shuttle Service

SERVICE ROUTE, SCHEDULE, AND FARE

ROUTES A AND B

Days and Hours of Service: Monday through Friday from 5:30 a.m. to 8 p.m. and on Saturday from 7:30 a.m. to 6 p.m.

Holidays with no Service: The six holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Service Frequency: The service frequency is 45-60 minutes.

Fare Structure: The cash fare is \$0.25 per trip. We also accept as paid fare Metro 30-Day, EZ and Go Rio passes. Seniors (ages 60 and over), children under age five and persons with disabilities ride for free.

Number of Service Vehicles: Four

Key Destinations Served:

- Sorensen, Amelia Mayberry, Adventure, and Parnell Parks
- Gateway Plaza
- Community Resource Center
- Whittwood Town Center
- Gateway Plaza
- PIH Health
- South Whittier Educational Center
- Kindred Hospital – La Mirada
- Home Depot Shopping Center
- Pediatric Care – Whittwood Medical Office Building
- Santa Fe Springs Market Place
- Los Nietos Community and Senior Center

EXHIBIT G.1

SERVICE ROUTE, SCHEDULE, AND FARE

ROUTE C

Days and Hours of Service: Monday through Saturday from 2:30 p.m. to 6:30 p.m.

Holidays with no Service: The six holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Service Frequency: The service frequency is 30 minutes.

Fare Structure: There is no charge.

Number of Service Vehicles: One

Key Destinations Served:

- Los Nietos Community and Senior Center
- Sorensen Park

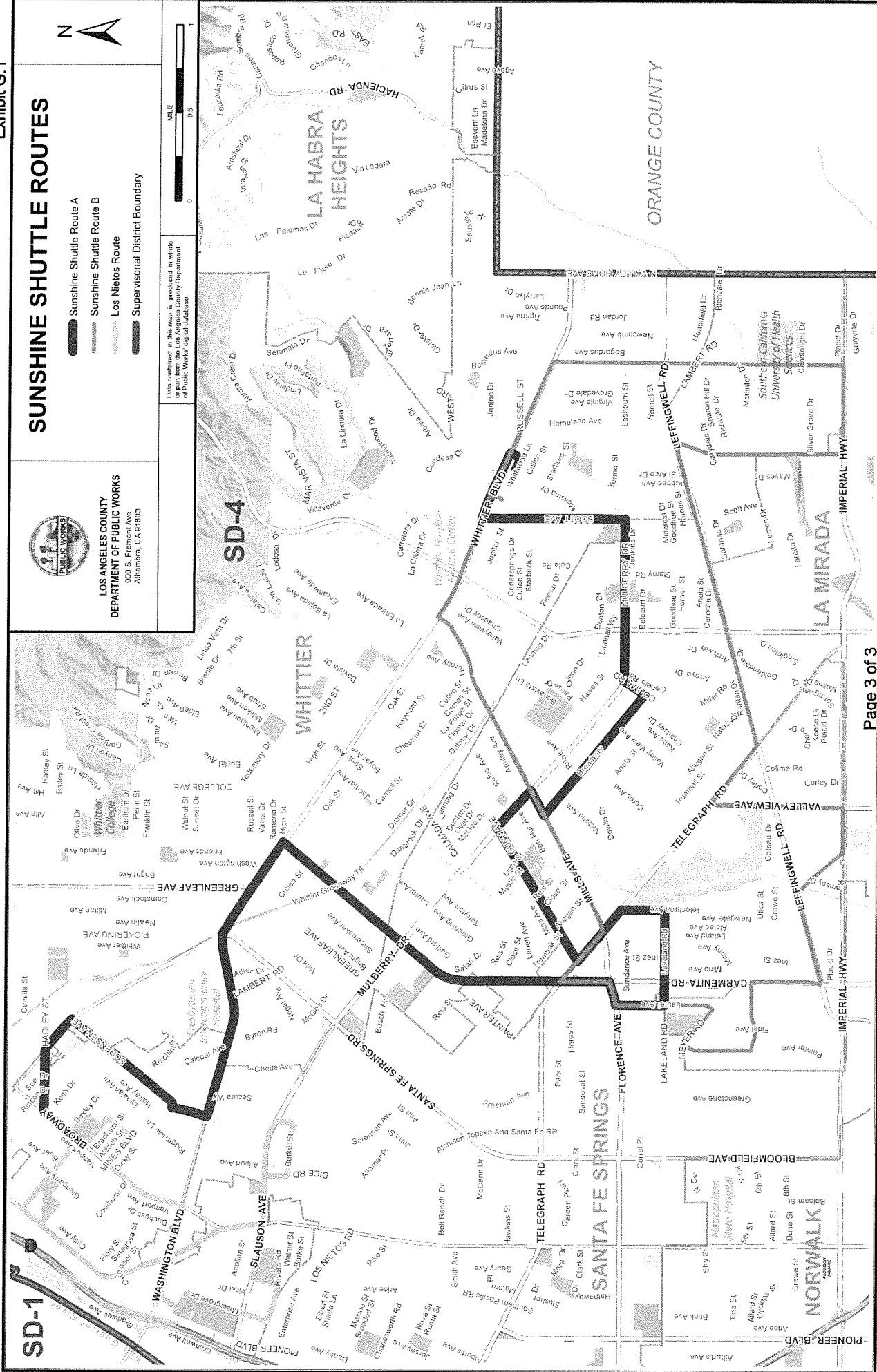
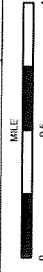
SUNSHINE SHUTTLE ROUTES



LOS ANGELES COUNTY
DEPARTMENT OF PUBLIC WORKS
800 S. Fremont Ave.
Anaheim, CA 92805

- Sunshine Shuttle Route A
- Sunshine Shuttle Route B
- Los Nietos Route
- Supervisory District Boundary

Data contained in this map is produced in whole or part from the Los Angeles County Department of Public Works digital database



COUNTY-PROVIDED SERVICE VEHICLES SPECIFICATIONS

A. County-Provided Service Vehicles Information

The following County-Provided Vehicles are currently assigned to the Sunshine (South Whittier) Shuttle Service:

<u>Vehicle ID</u>	<u>Make</u>	<u>Model</u>	<u>Year</u>	<u>VIN #</u>	<u>Fuel</u>	<u>Mileage</u>
1. L314	El Dorado	Axess	2013	1N9AMALG3DC084052	CNG	242,123 as of Feb 2018
2. L315	El Dorado	Axess	2013	1N9AMAIG5DC084053	CNG	269,356 as of Feb 2018
3. L316	El Dorado	Axess	2015	1N9AMALG5FC084038	CNG	122,859 as of Feb 2018
4. L317	El Dorado	Axess	2015	1N9AMALG3FC084037	CNG	114,198 as of Feb 2018
5. L206	Chevrolet	C4500	2010	1GB9G5AG1A1104623	Propane	138,765 as of Feb 2018
6. L309	El Dorado	EZ Rider II	2006	1N9MLABG06C084062	Propane	480,492 as of Feb 2018

B. County-Provided Service Vehicles Specifications

1. 2015 El Dorado National Axess 35-Foot Front Door Body (CNG)

a. Mechanical

- 215-inch Wheelbase
- Cummins ISL 280hp CNG
- Allison B400R Transmission – (Retarder All Off Brake)
- Air Compressor – (Engine Mounted)
- Rear Engine “Run” Box
- Electronic Throttle
- Engine Belt Guard
- CNG De-Fueling Port
- Air Dryer / Air Brakes / ABS Brake System
- Silicone Cooling Hoses – All
- Stainless Steel Radiator Tanks / Piping / Surge Tank
- Diagnostic Data Port in Rear Engine Compartment
- Exhaust Wrap
- Kneeling Front Suspension System
- Suspension Air
- Steering Column Tilt & Telescoping
- OEM Painted Steel Wheels
- Radial Tires – 305 (Michelin)
- Spare Tire and Wheel
- Front and Rear Help Bumpers and Mud Flaps
- Front Tow Eyes

b. Electrical

- High Idle Assembly
- Wiring Color Coded and Numbered
- Fluorescent Interior Lighting – (Night Run Front 2 Banks Off)
- Circuit Breaker Manual Reset

- Dual 8D Batteries on Stainless Steel Slide Tray
 - 24-Volt Electrical System
 - Alternator Delco 50DN 24-Volt
 - I/O Controls Multiplex System G3 24-Volt
 - EMP Radiator to Modine Radiator and Electric Fans
 - Back-Up Alarm
 - Cummins Engine Protection w/Low Coolant Probe
 - Engine Hour Meter
 - Hubodometer Assembly
 - Turn Signals – Side / Front / Rear
 - Day/Night Run Switch w/Push Button Start
 - Armored Clearance Lighting
 - LED – Exterior Lighting
 - Rear Collision Avoidance Light
 - Daytime Running Lights
 - LED – Exterior Stepwell Lighting
 - LED – Overhead Light at Rear Step-Up
- c. Body
- Altro Flooring Material – Color (Storm)
 - Undercoated and Sealed Body
 - ¾" Marine Grade Plywood - ACQ
 - Ziebart Undercoating – (Inside All Roll Cage Tubes)
 - Ceiling Grabrails – (Brushed)
 - Transpec Roof Hatch – (Rear Over 2nd Row of Seats)
 - Automotion Roller Blinds – (Driver Front and Side)
 - Intermittent Windshield Wipers
 - Interior Passenger View Mirror
 - Heated/Electric Rear View Mirrors – LED Turn Signals (BRT Style)
 - Entry Door – Hidden Toggle Switch
 - Air Operated – Vapor Slide-Glide Entry Door – (Ameriview Style)
 - All White Exterior Paint – (Standard White)
 - Deluxe Platinum Interior
- d. ADA Equipment
- Ricon Fold-Over Ramp
 - Yellow Standee Line
- e. Miscellaneous Equipment
- Center Rear Mud Flap
 - Raised Floor Step Lighting LED Strip Light - (Rear Riser)
 - Freedman Citiseat – Passenger Seats
 - Recaro Ergo Metro MCII Air Ride Drivers Seat – (Black Fabric)
 - Q'Straint 8100 – Wheelchair Tiedowns
 - Thermo King T-14 Roof Top HVAC System - R134A, X430 Compressor and Intelligaire II – (407c Freon)
 - Dash HVAC – (Heater, A/C, Defrost)
 - Dialight LED Driver Light
 - Ricon Extended 5 Year Ramp Warranty
- f. Additional Equipment
- 2nd CNG Pod (6 Tanks Total) – (Extended Range) (19,770 scf)
 - BRT Style Cap
 - BRT Integrated Entry Door
 - BRT – 3 Piece Windshield
 - Durabrand Tip-In Windows – (w/Diamond Guard Anti-Graffiti)
 - Driver's Seatbelt Alarm and Cushion Alarm

- Hanover Electronic Signs - (Front/Side)
- "Stop Request" System
- Amerex Suppression/Detection System
- Sportworks Bike Rack – (Stainless Steel)
- Overhead Hand Straps
- Diamond 1-Vault Farebox and Rail
- Pre-Wire for GPS/AVL Antenna - (Pre-Wire Only)
- Two-Way Radio Pre-Wire – (Pre-Wire Only)
- Side Mirror and Back-Up Cameras
- 35' Full Bus Wrap – (Long Term 180v3 8519 lam)
- Security Camera System – (4) Cameras, DVR (REI Buswatch)

2. 2013 El Dorado National Axxess 35-Foot Front Door Body (CNG)

a. Mechanical

- 215-inch wheelbase
- Cummins ISL 280 hp CNG
- Allison B400R transmission
- Air compressor – engine mounted
- Rear engine "run" box
- Electronic throttle
- Engine belt guard
- CNG defueling Port
- Air dryer/air brakes/ABS brake system
- Silicone cooling hoses – all
- Stainless steel radiator tanks/piping/surge tank
- Diagnostic data port in rear engine compartment
- Exhaust wrap
- Mechanical fan drive w/linig vibration dampener
- Kneeling front suspension system
- Suspension air
- Steering column tilt and telescoping
- OEM painted steel wheels
- Radial tires – 305 (Michelin)
- Spare tire and wheel
- Front and rear help bumpers and mud flaps
- Front tow eyes

b. Electrical

- High-idle assembly
- Wiring color coded and numbered
- Fluorescent interior lighting
- Circuit breaker manual reset
- Dual 8D batteries on stainless steel slide tray
- 24-volt electrical system
- Alternator, Delco 50DN 24-volt
- Backup alarm
- Cummins engine protection w/Llow coolant probe
- Engine hour meter
- Hubodometer assembly
- Turn signals – side/front/rear
- Day/night run switch w/push button start
- Armored clearance lighting
- Daytime running lights
- LED – exterior stepwell lighting

- LED – overhead light at rear step-up
- c. Body
 - Altro flooring material – color (storm)
 - Undercoated and sealed body
 - 3/4-inch marine grade plywood
 - Ziebart undercoating - inside roll cage tubes
 - Ceiling grab-rails
 - Transpec roof hatch – rear over second row of seats
 - Automation roller blinds – driver front and side
 - Tip-in transom passenger windows
 - Intermittent windshield wipers
 - Interior passenger view mirror
 - Heated/electric rear view mirrors – LED turn signals (BRT Style)
 - Entry door – hidden toggle switch
 - Air operated – vapor slide-glide entry door – Ameriview style
 - All white exterior paint – standard white
 - Deluxe platinum interior
- d. ADA Equipment
 - Ricon fold-over ramp
 - Yellow Standee line
- e. Miscellaneous Equipment
 - Center rear mud flap
 - Raised floor step lighting LED strip light (rear riser)
 - Freedman Citiseat – passenger seats
 - Recaro ergo metro MCII air ride driver's seat – black fabric
 - Q'Straint 8100 – wheelchair tie-downs
 - Thermo King Athenia S960 roof Top HVAC system – R134A, X430 f. f.
 - Compressor and Intelligaire II – 407c freon
 - Dialight LED driver light
 - Ricon extended 5-year ramp warranty
- f. Additional Equipment
 - Second CNG pod (Six Tanks Total) – extended range
 - BRT style cap
 - BRT integrated entry door
 - BRT – 3-piece windshield
 - Driver's seatbelt alarm and cushion alarm
 - Diamond guard – antiraffiti windows
 - Twin vision electronic signs (Front/Rear)
 - "Stop Request" system
 - Amerex suppression/detection system
 - Sportworks bike rack
 - Overhead hand straps
 - Diamond 1 – vault farebox and rail
 - Prewire for GPS/AVL antenna – prewire only
 - Two-way radio prewire – prewire only
 - Security camera system
- 3. 2010 Chevrolet C4500 Glaval (Propane)
 - 25-Foot Cutaway Bus

- Passenger pull cord system
- "Stop Request" system
- Public address system with gooseneck microphone
- Backup alarm
- Driver side viewable backup camera
- Fully automatic wheelchair lift
- ADA-compliant securement system for two (2) wheelchair passengers
- 10 lbs. ABC Fire Extinguisher, first-aid kit, reflector kit

4. 2006 El Dorado National E-Z Rider II (Propane)

- 102-inch exterior width
- 30-foot x 11-inch overall length
- 160-inch wheelbase
- Mechanical fan drive with spring-loaded idler
- Kneeling front suspension system
- Air valve below front bumper
- ABS air brake system
- 200 AMP alternator
- Stainless steel battery tray, 6 group, 31 batteries
- Cummins B Plus (5.9L) propane (LPG), 195 hp
- 169 gallon usable fuel capacity
- Spare tire and wheel (one for each vehicle)
- Tilt and telescopic steering column
- 5-speed Allison B300R transmission
- High-idle assembly
- Backup alarm warning
- Hubodometer (curbside/rightside)
- Air-operated door, slide-glide type with three-position control
- Hydraulic wheelchair ramp at front door
- Deceleration alert rear lights
- Floor-mounted directional signals
- Air compressor, engine mounted
- Seating for 29 passengers, with 6 flip-up-type seats
- American Seating model No. 6468 with VR-50 inserts, fiberglass
- ADA-compliant securement system for two wheelchair passengers
- Intermittent wipers
- Rear collision avoidance light
- Fluorescent interior lighting
- Twinvision LED front and side destination signs
- Internal public address system with gooseneck microphone
- Radio two-way, prewire with antenna
- Ribbed isle flooring, rubber
- Carpeted kick panels
- Driver's barrier, top and bottom sections
- Rear view interior mirror
- Motorized and heated exterior mirror
- Passenger-assist handrails, left and right side of aisle at front door
- Eight vertical stanchions throughout perimeter seating
- New view blind for driver's window
- Six ceiling grab-rails with hand straps
- 32-inch transom tip-in passenger windows
- Transit care graffiti guard window inserts on passenger windows
- Passenger pull-cord signal system with chime and dash light

EXHIBIT H.1

- Front assembly heating and air conditioning
- Thermo King Model R134A heating and ventilation system
- Amerex fire suppression system with methane detection
- Remote control transpec roof hatch
- Main treasury farebox
- First aid kit, fire extinguisher, body fluid kit, and tri-reflectors

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CONTRACTOR-PROVIDED SERVICE VEHICLE REQUIREMENTS

Minimum Vehicle Requirements

Section I

- Vehicle must not have reached its Altoona life
- 2014 or newer standard 25-foot Class 3 vehicle
- Propane (LPG) or Compressed Natural Gas (CNG)
- Minimum 14,000 LB GVWR
- 7,000 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-wheel disc brakes
- 20 passengers or 16 passengers with two wheelchair positions
- Vertical stanchions throughout perimeter seating
- 86,000 BTU passenger area air conditioning system
- 24,500 BTU driver area air conditioning system
- 35,000 BTU passenger area heater
- Passenger pull cord system
- "Stop Requested" sign
- Backup alarm
- Ricon Model S or K series fully automatic wheelchair lift to include: manual backup, handrails, California brake interlock, lift pad kit, platform lighting, meeting all ADA requirements
- ADA-compliant securement system for two wheelchair passengers
- 10 lbs. ABC fire extinguisher, first-aid kit, and reflector kit
- Outside destination signage
- Fare box

Section II

- If Section I vehicle type is not available, then gasoline-powered cutaway vehicle may be used in substitution
- 2014 or newer, standard 25-foot Class 3 vehicle
- 20 passengers or 16 passengers with two wheelchair positions
- Minimum 14,000 LB GVWR
- 159 to 178-inch wheelbase
- Four-wheel disc brakes, 14.75-inch diameter
- 7,000 lbs. front axle (GAWR)
- 10,000 lbs. rear axle (GAWR)
- Spring suspension front and rear (option for rear air)

CONTRACTOR-PROVIDED SERVICE VEHICLE REQUIREMENTS

Section II (Continued)

- Vertical stanchions throughout perimeter seating
- 86,000 BTU passenger area air conditioning system
- 24,500 BTU driver area air conditioning system
- 35,000 BTU passenger area heater
- Passenger pull cord system
- "Stop Requested" sign
- Backup alarm
- Ricon Model S or K series fully automatic wheelchair lift to include: manual backup, handrails, California brake interlock, lift-pad kit, platform lighting, meeting all ADA requirements, or Director-approved equal.
- ADA-compliant securement system for two wheelchair passengers
- 10 lbs. ABC fire extinguisher, first-aid kit, reflector kit, and body fluid kit
- Outside destination signage
- Fare box

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EXHIBIT J**SERVICE VEHICLE APPEARANCE/CLEANLINESS CHECKLIST**

Date/Time_____ Vehicle No._____

Checked By_____

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

DRIVER'S DAILY VEHICLE REPORT

BUS NO. _____ MILEAGE _____ DATE _____ ROUTE _____

OPEN HOOD & CHECK!

- ☐ COOLANT, OIL, BATTERY, WASHER
FLUID LEVELS, FAN BELTS & WIRING

ENTER BUS & CHECK!

- ☐ STEPS, GRAB HANDLES & RAILS,
WINDOWS, WARNING DEVICES, FIRST
AID KIT, FIRE EXTINGUISHER,
CLEANLINESS & INSIDE EMERGENCY
EXITS
- ☐ WHEELCHAIR LIFT OPERATION AND
SECUREMENTS

RECORD ODOMETER READING

- ☐ CHECK IF P.M. IS DUE SHORTLY

START ENGINE & CHECK!

- ☐ NEUTRAL SAFETY SWITCH OPERATION
☐ GEAR SHIFT LEVER OPERATION
☐ SERVICE BRAKE WARNING BUZZER &
LIGHT
☐ BRAKE INTERLOCK
☐ STEERING WHEEL PLAY
☐ WINDSHIELD WIPERS AND WASHERS
☐ HEATER AND DEFROSTER
☐ HORN
☐ SERVICE DOORS (OPEN & CLOSE)
☐ ALL MIRRORS
☐ WATER TEMPERATURE, FUEL, VACUUM,
OIL OR AIR PRESSURE GAUGES
☐ PARKING BRAKE WARNING BUZZER &
LIGHT
☐ SEAT BELT(S)
☐ SERVICE BRAKES

**DRIVE BUS FORWARD & APPLY BRAKES
ACTIVATE ALL LIGHTS & CHECK!**

- ☐ AMMETER, ALL INTERIOR LIGHTS,
HEADLIGHTS, (HIGH & LOW BEAM
INDICATOR)

**SET PARKING BRAKE, PUT TRANSMISSION
IN NEUTRAL WITH ENGINE RUNNING &
ALL LIGHTS ON, CHECK FOLLOWING
EQUIPMENT OUTSIDE BUS**

- ☐ RIGHT FRONT WHEEL AND TIRE
☐ RIGHT SIDE MARKER LAMPS
☐ TURN SIGNAL LIGHTS AND REFLECTORS
☐ RIGHT REARVIEW MIRROR & MOUNTING
☐ HEADLIGHTS & TURN SIGNALS
☐ CLUSTER, CLEARANCE AND I.D. LIGHTS
☐ DESTINATION SIGN OR IDENTIFICATION
SIGNAGE
☐ WINDSHIELD
☐ LEFT REARVIEW MIRROR & MOUNTING
☐ LEFT FRONT WHEEL AND TIRE
☐ DRIVER'S SIDE WINDOW
☐ LEFT SIDE MARKER LAMPS & TURN
SIGNAL
☐ LIGHTS AND REFLECTORS
☐ LEFT REAR WHEELS AND TIRES
☐ EXHAUST SYSTEM CONDITION
☐ LOOK UNDER VEHICLE FOR LEAKS
☐ REAR CLUSTER, CLEARANCE AND I.D.
LIGHTS
☐ TAILLIGHTS, TURN SIGNALS &
REFLECTORS
☐ RIGHT REAR WHEELS AND TIRES
☐ FUEL TANK FILLER TANK CAPS

CONDITION OF THIS BUS IS:

- ☐ SATISFACTORY
☐ UNSATISFACTORY

REMARKS: _____

DRIVER'S SIGNATURE(S)	TIME	MECHANIC SIGNATURE(S)
1 _____	_____	1 _____
2 _____	_____	2 _____
3 _____	_____	DATE REPAIRS COMPLETED: _____
4 _____	_____	



PREPARED FOR COUNTY COUNSEL IN DEFENSE OF THE COUNTY, SPECIAL DISTRICTS, AND EMPLOYEES.
COUNTY OF LOS ANGELES DEPT. of PUBLIC WORKS REPORT of VEHICLE COLLISION or INCIDENT
FATALITIES OR SERIOUS INJURIES MUST BE REPORTED IMMEDIATELY BY TELEPHONE TO EMPLOYEE HEALTH & SAFETY (EHS) (626) 458-2151
Employee: Complete form within 24 hours of vehicle collision and submit to your supervisor. If more space is needed to completely answer any category on this form, attach an additional sheet.
Division: Submit form (**typewritten**) to Employee Health and Safety Section within 72 hours.

VEHICLE DRIVEN BY EMPLOYEE (Check one)	
First Name _____	<input type="checkbox"/> County Vehicle (Includes veh. leased or rented by Co.) <input type="checkbox"/> Personal Vehicle
Last Name _____	Driver's Lic. No. _____ Permittee <input type="checkbox"/> Yes <input type="checkbox"/> No
Work Location _____	Equip. No. _____ Policy No. _____
Work Phone No. _____	Vehicle License No. _____ Insurance Co. _____
Division _____	Emp No. _____ Job Title _____
Vehicle: Year _____ Make _____ Model or Type _____	
Parts Damaged: _____	
Incident Date: _____ City: _____ On: _____	
At: _____ (Intersection or Address) Or Area: _____	
Hour: _____ AM _____ PM _____	
PASSENGER	PASSENGER: County Employee? <input type="checkbox"/> Yes <input type="checkbox"/> No Name _____ Home Address _____ (Street) _____ (City) Phone Work: _____ Home: _____
INJURED / WITNESS	Check One: <input type="checkbox"/> Injured <input type="checkbox"/> Witness <input type="checkbox"/> Fatality Name _____ Phone _____ Nature of Injury _____ Address _____ Taken to _____
OTHER VEHICLE (2)	Driver: _____ (Name) _____ (Address) _____ (City) _____ (State) _____ (Zip) _____ (Phone) Driver License No. _____ State _____ Insurance Co. _____ Policy No. _____ Employer _____ (Name of Person or Co.) _____ (Address) _____ (City) _____ (State) _____ (Zip) _____ (Phone) Vehicle _____ (Year) _____ (Make) _____ (Model or Type) Veh. Lic. No. _____ (Year) _____ (Number) _____ (State) Parts Damaged _____ Registered Owner _____ (Name) _____ (Address) _____ (City) _____ (State) _____ (Zip) _____ (Phone) Home Address _____ (Street) _____ (City) _____ (State) _____ (Zip) Passenger Name _____ Phone: Work _____ Home _____ Home Address _____ (Street) _____ (City) _____ (State) _____ (Zip)
OTHER VEHICLE (3)	Driver: _____ (Name) _____ (Address) _____ (City) _____ (State) _____ (Zip) _____ (Phone) Driver License No. _____ State _____ Insurance Co. _____ Policy No. _____ Employer _____ (Name of Person or Co.) _____ (Address) _____ (City) _____ (State) _____ (Zip) _____ (Phone) Vehicle _____ (Year) _____ (Make) _____ (Model or Type) Veh. Lic. No. _____ (Year) _____ (Number) _____ (State) Parts Damaged _____ Registered Owner _____ (Name) _____ (Address) _____ (City) _____ (State) _____ (Zip) _____ (Phone) Home Address _____ (Street) _____ (City) _____ (State) _____ (Zip) Passenger Name _____ Phone: Work _____ Home _____ Home Address _____ (Street) _____ (City) _____ (State) _____ (Zip)

Police Report ☐ Yes ☐ NoPhotographs Attached ☐ Yes ☐ No

Police Agency Reporting _____

Station _____

DRAW A DIAGRAM AND SHOW HOW INCIDENT OCCURREDINDICATE
NORTHShow your vehicle as  the other vehicles as ,  etc.SHOW the location and position of Vehicle(s) at point of impact.
SHOW the name of the street(s) and location of stop signs,
signals, number of lanes, and any important information.EXPLAIN CLEARLY HOW INCIDENT OCCURRED; ADDITIONAL SHEETS ATTACHED ☐ Yes ☐ NoWas your Vehicle legally parked? ☐ Yes ☐ No. If No, complete items (1)-(10) at the bottom of this page.SUPERVISOR'S REPORT OF INCIDENT; ADDITIONAL SHEETS ATTACHED ☐ Yes ☐ No

ITEMS

(1) MOVEMENT

☐ Straight Ahead
☐ Lane Change
☐ Making Right Turn
☐ Making Left Turn
☐ Standing
☐ Parked
☐ Backing
☐ Rolling Back
☐ Moving Unattended

(2) TRAFFIC CONTROLS

☐ None Present
☐ Green Signal
☐ Yellow Signal
☐ Red Signal
☐ Flashing Signal
☐ Stop Sign
☐ Warning Sign
☐ Construction Sign
☐ Other

(3) AMOUNT OF TRAFFIC

☐ No Other
☐ Light
☐ Medium
☐ Heavy-Flowing
☐ Congested

(4) TERRAIN

☐ Level
☐ Upgrade
☐ Downgrade
☐ Hill Crest
☐ Dip

(5) ROAD SURFACE

☐ Concrete
☐ Asphalt
☐ Oiled/Gravel
☐ Unpaved
☐ Other

(6) VISIBILITY

☐ Good
☐ Fair
☐ Poor
☐ Very Poor

(7) WEATHER

☐ Clear
☐ Rain
☐ Fog
☐ Dusty
☐ Snow
☐ Heavy Smog
☐ Other

(8) ROAD CONDITION

☐ Dry
☐ Wet
☐ Muddy
☐ Snowy or Icy

(9) EVASIVE ACTION by Co. Driver

☐ Locked Brakes
☐ Hard Brakes
☐ Slowed/Stopped
☐ Steered Away
☐ Accelerated
☐ None
☐ Other

(10) SAFETY BELTS

☐ Installed, Not Worn
☐ Installed and Worn
☐ Not Installed
☐ Vehicle Unoccupied

Total Yrs. Driv. For Co. _____

Total Yrs. Driv. this type Veh. _____

Total Yrs. Driv. _____

EMPLOYEE NAME (PRINT) _____

SIGNATURE _____

DATE _____

SUPERVISOR NAME (PRINT) _____

SIGNATURE _____

DATE _____

DIVISION HEAD OR AUTH. REPRESENTATIVE NAME (PRINT) _____

SIGNATURE _____

DATE _____

PREVENTIVE MAINTENANCE

INTRODUCTION

The Contractor, at its sole cost and expense, shall provide all fuel, lubricants, repairs, cleaning, parts, supplies, labor, maintenance, major components, and component rebuilding and replacement, along with the necessary service facilities to provide the maintenance required for the operation of all equipment and Service Vehicles pursuant to this Contract.

Routine preventive maintenance and servicing is required on all Service Vehicles for this Service as recommended by their Original Equipment Manufacturer(s) (OEM). The Service provisions below represent the County's recommended preventive maintenance schedule. If OEM's preventive maintenance schedule is more stringent than the County's, the Contractor shall follow the OEM's recommendations. If County's recommended preventive maintenance schedule is more stringent than the OEM's, the Contractor shall verify with the County as to which recommended preventive maintenance frequency is acceptable prior to deviating from the County's recommendations. Adherence to a preventive maintenance schedule shall not be regarded as cause for deferred repairs. Non-safety repairs may be scheduled and must be made within one week of being identified.

SECTION 1. SERVICE PROVISIONS

The Preventive Maintenance Inspection (PMI) services to be provided by the Contractor shall consist of levels hereinafter referred to as "DVIR," "I," "J/A," "B," and "C" PMI Services. These inspections shall be conducted at vehicle mileage or time intervals as described herein.

A. PMI Service Sequencing

1. Daily Vehicle Inspection Report (DVIR) is a legally required document prepared each day by the Service Vehicle operator regarding the Service Vehicle operated. Copies are to be retained by the Contractor. Any and all repairs identified shall be documented.
2. "I" inspections occur a minimum of once per week. More frequent "I" service may be required by the Contract Manager depending upon demonstrated Service Vehicle condition and/or reliability. This inspection shall be documented and shall indicate all problems found, maintenance/repair required, and maintenance or repairs performed.
3. "J/A" inspection occurs every 30 days regardless of mileage. The "J/A" service occurs as part of every "B," and "C" Service inspection.

EXHIBIT M.1

4. "B" service occurs every 24,000 vehicle miles or eight months, whichever occurs first. "B" service occurs as part of every "C" Service inspection.
5. "C" service occurs every 48,000 vehicle miles or every 16 months, whichever occurs first.
6. PMI service sequencing (repeats each 48,000 miles).

<u>PMI Service</u>	<u>SERVICE Miles</u>	<u>Or Maximum Days</u>	<u>Joint PMI Services</u>
DVIR	N/A	Daily	
I	N/A	Weekly	
J/A	3,000	30 Days maximum	
B	24,000	240 Days maximum	I and J/A
C	48,000	480 Days maximum	I, J/A and B
DVIR – Daily Pre-Trip Inspection by operator			

B. Inspections/PMI Services

1. Daily Pre-Trip and Post-Trip Vehicle Inspection Report (DVIR)

Contractor shall ensure that their Service Vehicle operators perform the DVIR in accordance with 13 CCR Section 1215(a) and California Vehicle Code Section 34500.

Contractor's Service Vehicle operators shall conduct the mandatory "Pre-Trip" and "Post Trip" inspections of their assigned Service Vehicle prior to, and immediately after, operating the Service Vehicle on a given day. These inspections must be performed each day the vehicle is used. The DVIR report must be signed by the assigned Service Vehicle operator of the Service Vehicle. The DVIR report is required as a matter of record, whether or not any defects are found. When defects are identified and listed, the DVIR must be routed to the Contractor's Repair Facility. The Contractor must maintain and retain these inspection/service records as required by law.

These Pre-Trip and Post Trip inspections are both a maintenance inspection and an operational inspection of the Service Vehicle by the operator. Further details of the DVIR inspection are set forth in Exhibit A, Scope of Work; Section G, Vehicle and Equipment Maintenance; Subsection 4, Daily Pre-Trip and Post-Trip Vehicle Inspection and Servicing; Section O, Service Records and Reports; Subsection 2.c, Daily Pre-Trip Service Vehicle Inspection Reports.

EXHIBIT M.1

2. The Contractor shall perform the PMI service level "I" in accordance with 13 CCR Section 1234(f) and California Vehicle Code Section 34500. The inspection must be a matter of record. The "I" inspection is to be performed at least every seven calendar days utilizing qualified and Automotive Service Excellence (ASE) certified maintenance personnel. PMI service Level "I" shall include, but is not be limited to, the following:

- Inspect engine accessory drive.
- Inspect, measure and record drive belts condition and belt tension.
- Inspect the engine and accessories for leaks.
- Check and top up engine oil level.
- Check and top up engine coolant level.
- Check and top up transmission fluid level.
- Check and top up power steering and master brake cylinder (if equipped with hydraulic brakes).
- Check all directional signals and flashers.
- Check headlights, marker, stop, turn, tail lamps, and reflectors.
- Replace lights, lens, and/or reflectors as necessary.
- Check and replace interior lights and lens as necessary.
- Check brake operation.
- Check parking brake operation and condition.
- Check the functioning of instrument cluster gauges and warning lights.
- Check tire pressure and adjust to specification.
- Check tire tread, remove debris, and check for damage and uneven wear.
- Check tires for sidewall damage.
- Inspect wheels and fasteners.
- Check for wheel bearing oil or grease leaks.
- Check horn operation.
- Check "backup" alarm and safety device operation.
- Check condition and mounting of fire extinguisher, first aid kit, bodily fluids kit(s) and wheel chair tie downs and record.
- Check operation of all doors.
- Check wheelchair lift operation.
- Check wheelchair lift interlock operation.
- Check operation of all emergency escape windows and alarms.
- Check windshield wiper and windshield washer operation.
- Check and record AC system operation effectiveness.
- Check under vehicle for any fluid leaks.
- Check cleanliness of the vehicle's exterior and note any body and/or decal damage.
- Check cleanliness and condition of vehicle interior.

EXHIBIT M.1

Plus other additional items deemed appropriate.

3. The Contractor shall perform the PMI service level "J/A" in accordance with 13 CCR Section 1232(b). The inspection must be a matter of record. The "J/A" inspections are to be performed simultaneously at least every 30 calendar days. These services shall include, but are not limited to, the following items:

- Change engine oil.
- Replace engine oil filter(s).
- Check, adjust, and record engine idle speed.
- Check engine throttle linkage operation.
- Check transmission fluid level.
- Pressure test radiator and radiator cap.
- Check and record coolant percentage, protection, and condition.
- Clean radiator of bugs and debris.
- Check or inspect all hoses and lines for condition.
- Inspect accessory and drive belts for condition.
- Measure belt tensions and record.
- Inspect and lubricate chassis, front and rear suspension components.
- Inspect shock absorbers for damage or leaks.
- Inspect suspension.
- Lubricate front axle spindles.
- Check and tighten spring axle bolts as necessary.
- Check exhaust system for damage and/or leaks, and correct deficiencies.
- Inspect steering box and steering box mounting.
- Inspect and lubricate steering u-joints.
- Check steering linkage for wear or damage.
- Lube steering linkage.
- Road test for steering and suspension condition.
- Inspect brakes for operation.
- Check brake fluid level or test air brake system.
- Check disc brakes for wear and record percentage of remaining pad and/or lining.
- Adjust brakes as necessary.
- Inspect brake system for leaks, check air or brake fluid levels.
- Check and service slack adjusters (if equipped with air brakes).
- Check and adjust parking brake, as needed.
- If equipped with air brakes, check, clean or replace air compressor filter.

EXHIBIT M.1

- Inspect and lubricate driveline and u-joints.
- Check differential oil level.
- Inspect vehicle safety devices and/or equipment.
- Inspect vehicle wiper/washer operation and fluid level.
- Check battery mounting and hold down(s).
- Check battery terminals and clean or replace as necessary.
- Load test battery(s) and record reading.
- Check and record battery(s) specific gravity.
- Clean battery surface and terminal connections.
- Check battery water level.
- Check accessory drive belt tension, measure, record and adjust as necessary.
- Inspect accessory drive belts for wear and tension; record result and adjust as necessary.
- Inspect tires and rims, for damage, wear, cracks, missing lug nuts, broken studs, etc.
- Inspect tires, for damage, wear, and/or debris; if irregular wear present, perform alignment.
- Measure and record tire tread depth (including spare tire).
- Check and record tire pressures (including spare tire).
- Torque and record tire bolt mounting.
- Inspect exterior lamps for operation.
- Inspect exterior mirrors and check operation.
- Inspect interior lamps for operation.
- Inspect dash panel and check operation of all switches, gauges and lamps.
- Inspect upper (overhead) panel for operation of all switches gauges and lamps.
- Inspect all doors for adjustment and smoothness of operation.
- Inspect and lubricate door hinges, pins and/or bushings.
- Inspect wheelchair lift for operation and adjustment, including interlock device.
- Cycle wheelchair lift in manual (emergency) and check hydraulic fluid level mode.
- Clean and lubricate wheelchair lift.
- Inspect window glazing and windows for operation and/or cracks.
- Operate emergency escape windows and test alarm.
- Inspect seats for damage, soiling.
- Inspect floor covering and step treads for damage.
- Test and record HVAC - Measure and record A/C output temperature front and rear.
- Clean immediate area surrounding rear heater unit.

EXHIBIT M.1

- Inspect fire extinguisher.
- Inspect other vehicle safety devices/equipment.
- Inspect wiper, washer operation, fluid level.

Plus other additional items deemed appropriate.

Note: "A/J" inspection/service repeats with each "B" and "C" service inspection.

4. "B" inspection/service (24,000 miles/8 months) includes, but is not limited to, the following items:

- "A/J" inspection.
- Engine fuel filter, replace (primary).
- Engine fuel filter, replace filter element (secondary).
- Replace engine air filter.
- Replace spark plugs (nondiesel powered engines).
- Replace transmission filter and fluid.
- Replace power steering fluid and filter.
- Balance and rotate tires.
- Perform a full "four wheel" alignment.
- Replace brake fluid (hydraulic).
- Replace air dryer filter (air brakes).
- Repack front wheel bearings.
- Check all fuel lines for leaks.
- Check fuel line attachment points to chassis.
- Inspect tank and lines for damage, fractures, and/or rust.
- Check fuel tank valves and fittings for leaks and operation.
- Check spark plugs for excessive gap, heavy deposits on electrodes and/or electrode damage.

Plus other additional items deemed appropriate.

5. "C" inspection/service (48,000 miles/16 months) includes, but is not limited to, the following items:

- "A/J" inspection.
- "B" inspection.
- Inspect differential, change oil.
- Replace in-tank propane fuel pump filter.
- Replace in-line fuel filter.
- Inspect and replace spark plugs.
- Inspect spark plug wires.

EXHIBIT M.1

Plus other additional items deemed appropriate.

6. Every Third "C" Inspection or service (144,000 miles/48 months) includes, but is not limited to, the following items:

- Every third "C" inspection, replace spark plug wires with OEM spark plug wires.
- Replace engine coolant.
- Flush engine block.
- Replace engine coolant thermostat.
- Replace coolant hoses, clamps.
- Replace accessory and drive belts.
- Change differential oil.

Plus other additional items deemed appropriate.

C. Services Not Included

The following services shall be performed as required and may or may not be part of the Contractor's regularly scheduled maintenance.

- Tire replacement.
- Tire repairs.
- Non-PMI, scheduled or unscheduled repairs.
- Mechanical failure(s) and/or "Road Calls."
- Damage to mechanical components due to abuse, vandalism or accident.
- Damage to body/cosmetic appearance.
- Service Vehicle washing and cleaning (exterior and interior).
- Recharging the fire extinguisher and/or fire suppression items or systems.
- Labor and/or materials required to transport Service Vehicles for the purpose of service or repairs.
- All manufacturer's recalls and/or repairs covered under warranty.

D. Parts Not Included In PMI Service (Contractor Supplied)

The following parts shall be maintained and replaced as needed on a day-to-day basis by the Contractor's sole expense.

- Head lamps
- Clearance lamps
- Turn signal lamps
- Reflectors
- Interior lamps

EXHIBIT M.1

- Dashboard and all indicator lamps
- Windshield wiper blades
- Mirrors
- Other consumables, except as covered by warranty
- Fire extinguisher
- First Aid Kits
- Seatbelts, latches, Q-Straints, Torso Pads, etc.
- Methane Detection Systems
- Vehicle Fire Suppression Systems (Alternatively-Fueled Vehicles)
- Wheelchair tie-down belt replacements
- Tires
- Cleaning materials

E. Parts Included

The following parts shall be provided under either PMI Service or regular maintenance services performed by the Contractor:

Engine:	Engine oil filter(s) Air filter element Fuel filter element(s) Replacement oil Replacement coolant and filter(s)
Miscellaneous:	Power steering fluid and filter(s) Brake fluid
Transmission:	Transmission oil filter(s) Replacement oil
Differential:	Replacement oil
Wheel Bearing:	Grease seals and/or hubcaps Grease or oil Antifreeze Lubrication grease Silicone Battery(s) Battery water (distilled) Battery terminal spray/protectant Windshield wipers and washer fluid

Miscellaneous hoses/flex lines and washer that have a replacement requirement as part of the PMI Service schedule.

EXHIBIT M.1

Miscellaneous seals and gaskets that have a replacement requirement as part of the PMI Service schedule.

Miscellaneous engine accessory drive belts as part of PMI services schedule.

The following parts shall be provided by Contractor only as part of a PMI service:

A/C Compressor lube oil and Freon #R-134a refrigerant

SECTION 2. OIL ANALYSIS

A sample will be taken by the Contractor utilizing personnel and sample-taking processes that have been approved by the Contract Manager. Within one business day of taking the sample, the sample must be delivered to a Contract Manager-approved analysis facility for processing according to the following schedule:

Engine Oil: Sample requirement is one week or 500 miles prior to each "J/A" service/inspection (each oil change).

Transmission Oil: Sample requirement is one week or 500 miles prior to each "B" inspection/service, not to exceed 24,000 miles between samplings.

The Contractor shall inform the Contract Manager, at least seven calendar days in advance of the Engine Oil and Transmission Oil sampling dates. At Contract Manager's option, County personnel may be on-site to observe the Contractor's sampling procedures.

The Contractor shall provide or shall cause to have provided to the Contract Manager a copy of each analysis generated within one business day after results of said analysis are known or returned to Contractor by the oil analysis vendor.

SECTION 3. RECORDS

Individual PMI Service records shall be maintained and retained by Contractor. The records shall be maintained in a manner consistent with CHP terminal inspection requirements. Records shall be maintained for all "DVIR," "I," "J/A," "B," and "C" inspections and/or services plus any maintenance/repair conducted.

EXHIBIT M.1

The contractor may be required to provide a copy of each PMI inspection/service activity to the County at the following address:

County of Los Angeles
Department of Public Works
Programs Development Division
Attention Transit Manager
P.O. Box 1460
Alhambra, CA 91802-1460

SECTION 4. TRANSFER OF COUNTY VEHICLES

The following applies if there is a change of Contractor and if there are County Service vehicles:

- The maintenance and repair records of each County Vehicle are County property. A legible copy of all maintenance and/or repair records shall be provided by the Contractor to the County when the vehicle(s) is/are released to the new Contractor who will be providing the Service.
- The tires on each vehicle shall average a minimum tread depth of 8/32 of an inch of tread. No one tire shall have less than 5/32 of an inch of tread at any point. The tread depth of each tire will be measured at three points and averaged.
- Tires with less than 5/32 of tread depth will be replaced and the County shall deduct the cost from the Contractor's final invoice(s).
- The brakes shall have a minimum of 30 percent of their lining shoes or pads at each wheel position. The brake material grade shall be as specified by OEM. Brake drums and/or rotors shall not be excessively worn, grooved or discolored from excessive heat. Drums and rotors shall be within their manufacturer's acceptable use guidelines.
- If any brake shoes, brake pads, drums, and/or rotors do not meet the minimum standards listed above, the items will be replaced and the cost to repair or replace any of these components will be deducted from the Contractor's final invoice(s).

EXHIBIT N

INTENTIONALLY OMITTED

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 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 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 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, painkillers, mood elevators, and psychotropics.

EXHIBIT O.1

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 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 six hours notice prior to his or her appointment for the test.

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

The testing shall be as to controlled substance abuse and/or blood-alcohol concentration as set forth in Subsection 1.b.1. Upon evidence of a blood-alcohol level in excess of 0.04 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 hereinunder, 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 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.

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

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

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

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

The Board has absolute discretion to question extenuating circumstances.

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

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

1. 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 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.

2. Liability

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

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 15 days after the end of each quarter.

FAX to: (626) 979-5313

I. <u>RANDOM TESTING</u>	<u>DRIVERS</u>	<u>MECH.</u>	<u>OTHER</u>	<u>TOTAL</u>
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	_____			
II. <u>PRE-EMPLOYMENT TESTING</u>				
a. Number of potential employees tested	_____	_____	_____	_____.
b. Number of positive tests results	_____	_____	_____	_____.
c. Action taken on positive tests				
III. <u>INCIDENT-RELATED TESTING</u>				
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

TRANSIT SECURITY PLAN

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MONTHLY RIDERSHIP FORM (MR-20) FOR LACMTA CONSOLIDATED NTD REPORT (#9166) FOR FY

Agency

Mode MB

Month	Total Boardings	Revenue Hours	Revenue Miles	# of Vehicles Operated	SAFETY AND SECURITY **			** See Thresholds Below
					Major Incident (Safety or Security)	Non-Major Incident (Safety)	Non-Major Incident (Security)	
July								*Due to MTA
August								August 25th
September								September 25th
October								October 25th
November								November 25th
December								December 25th
January								January 25th
February								February 25th
March								March 25th
April								April 25th
May								May 25th
June								June 25th
July								July 25th
Total:	0	0	0		0	0	0	0

Mode DR

Month	Total Boardings	Revenue Hours	Revenue Miles	# of Vehicles Operated	SAFETY AND SECURITY **			** See Thresholds Below
					Major Incident (Safety or Security)	Non-Major Incident (Safety)	Non-Major Incident (Security)	
July								*Due to MTA
August								August 25th
September								September 25th
October								October 25th
November								November 25th
December								December 25th
January								January 25th
February								February 25th
March								March 25th
April								April 25th
May								May 25th
June								June 25th
July								July 25th
Total:	0	0	0		0	0	0	0

**** SAFETY AND SECURITY THRESHOLDS**

Thresholds		
Major Incident (Safety or Security)	Non-Major Incident	
	(Safety)	(Security)
Existence of one or more of the following conditions: 1. A fatality 2. Injuries requiring immediate medical attention from the scene for two or more persons 3. Property damage equal to or exceeding \$25,000 4. An evaluation due to life safety reasons 5. A collision at a grade crossing 6. A main-line derailment 7. A collision with person(s) on a rail right of way resulting in injuries that require immediate medical attention away from the scene for one or more persons 8. A collision between a rail transit vehicle and another rail transit vehicle and another rail transit vehicle or a transit non-revenue vehicle resulting in injuries that require immediate medical attention away from the scene for one or more persons	Incidents not already reported on the Major Incident Reporting form. Existence of one or more of the following conditions: 1. Injuries requiring immediate medical attention away from the scene for one person 2. Property damage equal to or exceeding \$7,500 (less than \$25,000) 3. All non-arson fires not qualifying as Major Incidents	Occurrence of Part I offenses (except homicide): 1. Forcible rape 2. Robbery 3. Aggravated assault 4. Burglary 5. Larceny/theft 6. Motor vehicle theft 7. Arson Arrest/Citation for Part II Offenses: 1. Other assaults 2. Vandalism 3. Trespassing Occurrence of Other Security Issues: 1. Bomb threat 2. Bombing 3. Chemical/Biological/Nuclear release 4. Cyber Incident 5. Hijacking 6. Non-violent civil disturbance 7. Sabotage Occurrence of Suicides and attempts

Agency

LACDPW

RIDERSHIP INFORMATION (MR-20)									
Month	Total Boardings	Revenue Hours	Revenue Miles	Total (Vehicle) Hours	Total (Vehicle) Miles	# of Vehicles Operated	rev mph	rev mi/h	total mi/h
July '17							RDV01	RDV01	RDV01
August '17							RDV01	RDV01	RDV01
September '17							RDV01	RDV01	RDV01
October '17							RDV01	RDV01	RDV01
November '17							RDV01	RDV01	RDV01
December '17							RDV01	RDV01	RDV01
January '18							RDV01	RDV01	RDV01
February '18							RDV01	RDV01	RDV01
March '18							RDV01	RDV01	RDV01
April '18							RDV01	RDV01	RDV01
May '18							RDV01	RDV01	RDV01
June '18							RDV01	RDV01	RDV01
Total	0	0	0	0	0	0	RDV01	RDV01	RDV01

NOTE ~ DEADHEAD MPH SHOULD BE FASTER THAN REVENUE MPH

[illegible]

NOTE -- DEADHEAD MPH SHOULD BE FASTER THAN REVENUE MPH

RIDERSHIP INFORMATION (WR-20)						
Month	Total Boardings	Revenue Hours	Revenue Miles	# of Vehicles Operated	Revenue	Remarks
July '17						RDVOP
August '17						RDVOP
September '17						RDVOP
October '17						RDVOP
November '17						RDVOP
December '17						RDVOP
January '18						RDVOP
February '18						RDVOP
March '18						RDVOP
April '18						RDVOP
May '18						RDVOP
June '18						RDVOP
Total:	0	0	0			RDVOP

Mechanical system failures that prevents the vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip because actual movement is limited or due to safety concerns. Examples – broken doors, engine cooling system, wiring and/or engine failure.

Other mechanical failures that prevent the vehicle from completing a scheduled revenue trip, starting the next scheduled revenue trip even though it may be able to operate in revenue service. Examples – breakdowns of fareboxes, wheelchair lifts, HVAC stations and other non major mechanical failures.

..... SAFETY AND SECURITY THRESHOLDS

Major Incident S & S-40 (Safety or Security)		Thresholds	
		Non-Major Incident S & S - 50	
Existence of one or more of the following conditions: a. One or more fatalities (including suicide) b. Injuries requiring immediate medical attention from the scene for one or more persons (ambulance) c. Property damage equal to or exceeding \$25,000 d. An evacuation due to life safety reasons (ex. CNG leak)		Incidents not already reported on the Major Incident Reporting form.	Occurrence of Part I offenses (except homicide):
		Occurrences	Arrests/Citations
		1. Robbery (confrontational theft) 2. Larceny (non-confrontational theft) 3. Burglary 4. Motor Vehicle Theft 5. Other Safety Occurrences not Otherwise Classified (Injuries) 6. Fires (that don't require evacuation)	1. Other (non-gravestone Assaults) 2. Fire/Evasion 3. Trespassing 4. Vandalism 5. Nonviolent Civil Disobedience

EXHIBIT R

INTENTIONALLY OMITTED

EXHIBIT S

Exhibit S: Bid Submission Instructions

See RFSQ for Fixed Route and Dial-A-Ride Transit Services (2016-SQPA001) and Addenda 1-3 for the above exhibit that is incorporated here by reference.