



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

January 29, 2018

IN REPLY PLEASE

REFER TO FILE: **BRC-1**

NOTICE OF INVITATION FOR BIDS FOR WHITTIER, ET AL. DIAL-A-RIDE SERVICE (2018-PA006)

PLEASE TAKE NOTICE that Public Works requests bid submissions for a contract for Whittier, et al. Dial-A-Ride Service (2018-PA006). 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 \$1,214,000. The Invitation for Bids (IFB) with contract specifications, forms, and instructions for preparing and submitting bids may be requested from Mr. Eric Fong at (626) 458-4077 or erfong@dpw.lacounty.gov or Ms. Anna Leung at (626) 458-4072 or aleung@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

There is no mandatory 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 Request for Statement of Qualifications (RFSQ) 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 Program. The following link provides additional information on being County certified LSBE, DVBE, and SE: <http://dcba.lacounty.gov>.

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

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 a minimum of 3 years of experience providing the paratransit services for governmental or social service agency(ies). (Please use Form PW-18.1, Proposer's Compliance with the Minimum Requirements of the IFB.) **Subcontracting is not allowed to meet this requirement.**
3. Bidder's Project Manager must have a minimum of 3 years of experience providing paratransit services for governmental or social service agency(ies). (Please use Form PW-18.1, Proposer's Compliance with the Minimum Requirements of the IFB.) **Subcontracting is not allowed to meet this requirement.**
4. Bidder's or its Subcontractor's Maintenance Manager must have a minimum of 3 years of experience in maintaining similar fleets of paratransit vehicles, as shown on Exhibit H.1 – County-Provided Service Vehicles. (Please 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. (Please use Form PW-18.1, Proposer's Compliance with the Minimum Requirements of the IFB.) **Subcontracting is not allowed to meet this requirement.**
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. (Please use Form PW-18.1, Proposer's Compliance with the Minimum Requirements of the IFB.) **Subcontracting is not allowed to meet this requirement.**

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. If the bidder's employees do not meet the commercial driver's license requirement at the time of submission, but fully intends to comply if awarded the contract, the bidder must provide an affirmative statement that upon the start of the contract the bidder will comply with this requirement. (Please use Form PW-18.1, Proposer's Compliance with the Minimum Requirements of the IFB.) **Subcontracting is not allowed to meet this requirement.**
8. Bidder or its subcontractor's maintenance personnel must submit copies of all National Institute for Automotive Service Excellence (ASE) certification in A5 ASE Automobile and Light Truck Brakes Test for all maintenance personnel identified, or bidder must submit an affirmative statement that all of proposer'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 A5 ASE Automobile and Light Truck Brakes Test. (Please use Form PW-18.1, Proposer's Compliance with the Minimum Requirements of the IFB.)
9. Bidder or its Subcontractor must submit proof of Section 609 of the Clean Air Act: Motor Vehicle Air conditioning certification from an EPA-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. (Please 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 and Subcontractor(s), if any, has demonstrated that it complies with all minimum requirements as outlined in the Minimum Mandatory Requirements set forth in the RFSQ and IFB.
3. 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 **Monday, February 5, 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 to submit bid is February 26, 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
P.O. Box 1460
Alhambra, CA 91802-1460

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

or
Attention Ms. Anna Leung
E-mail: aleung@dpw.lacounty.gov
Telephone: (626) 458-4072

If it is discovered that a bidder contacted and received material information from any County personnel other than the Contract Analyst named in the Notice of IFB and 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 Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), or Social Enterprise (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 averaged total Proposed Price quoted in the Schedule of Prices (Forms PW-2.1-2.5) will receive the full weight of this evaluated item. Other bids will receive a prorated score calculated as follows: divide the lowest average Total Proposed Price by each other bidder's average Total Proposed Price and multiply the result by the maximum possible points for this evaluation criterion.

C. Invitation for Bids:

- 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.

- 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) 458-4081, from 7:30 a.m. to 5 p.m., Monday through Thursday (excluding holidays). Persons who are deaf or hard of hearing 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 "Pat Proano". The signature is written in a cursive, flowing style.

PAT PROANO
Deputy Director

EF

P:\aepub\Service Contracts\CONTRACT\Eric\Whittier DAR\2017\Rebid IFB\01 IFB\01 IFB NOTICE.doc

Enc.

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
INVITATION FOR BIDS
FOR
WHITTIER, ET AL. DIAL-A-RIDE SERVICE
(2018-PA006)



Approved January 23, 2018
MARK PESTRELLA
Director of Public Works

By: [Signature]
Deputy Director

INVITATION FOR BIDS
FOR
WHITTIER, ET AL. DIAL-A-RIDE SERVICE (2018-PA006)
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**SCHEDULE OF PRICES
FOR
WHITTIER, ET AL. DIAL-A-RIDE SERVICES (2018-PA006)**

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.

Item	Description	Hourly Rate	Estimated Annual Hours	Proposed Annual Price (Hourly Rate x Estimated Annual Hours)
1.	Rate for County-Owned Service Vehicle	\$ _____/Hour	17,000	\$ _____
2.	Rate for Contractor-Provided Service Vehicle	\$ _____/Hour	500	\$ _____
ESTIMATED TOTAL ANNUAL HOURS			17,500	
PROPOSED ANNUAL PRICE				\$ _____

OPTIONAL SUPPLEMENTAL TAXI RATE				
Item	Description	Cost Per Mile	Estimated Annual Miles	Optional Supplemental Taxi Price (Cost Per Mile x Estimated Annual Mile)
1.	Supplemental Taxi Rate per Mile – (Optional)	\$ _____/Mile	3,000	\$ _____

The optional Supplemental Taxi Rate will not be calculated as part of the Total Proposed Annual Price

LEGAL NAME OF BIDDER	
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID	
TITLE OF AUTHORIZED PERSON	DATE

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FOR
WHITTIER, ET AL. DIAL-A-RIDE SERVICES (2018-PA006)**

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1.	Supplemental Taxi Rate per Mile – (Optional)	\$ _____/Mile	3,000	\$ _____

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**SCHEDULE OF PRICES
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WHITTIER, ET AL. DIAL-A-RIDE SERVICES (2018-PA006)**

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**SCHEDULE OF PRICES
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LEGAL NAME OF BIDDER	
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID	
TITLE OF AUTHORIZED PERSON	DATE

**SCHEDULE OF PRICES
FOR
WHITTIER, ET AL. DIAL-A-RIDE SERVICES (2018-PA006)**

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	TERMS	ANNUAL PRICE FOR EACH TERM
1	WHITTIER, ET AL. DIAL-A-RIDE SHUTTLE SERVICE – INITIAL TERM	
2	WHITTIER, ET AL. DIAL-A-RIDE SHUTTLE SERVICE – OPTION YEAR 1	
3	WHITTIER, ET AL. DIAL-A-RIDE SHUTTLE SERVICE – OPTION YEAR 2	
4	WHITTIER, ET AL. DIAL-A-RIDE 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

**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							

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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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:

WHITTIER, ET AL. DIAL-A-RIDE SERVICE (2018-PA006)
PROPOSER'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.
 - Bidder may submit additional documentation in their Bid to supplement this Form PW-18.1.

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

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 a minimum of 3 years of experience providing paratransit services for governmental or social service agency(ies). Subcontracting is not allowed to meet this requirement.

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

Bidder	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience

- ☐ 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 a minimum of 3 years of experience providing paratransit services for governmental or social service agency(ies). Subcontracting is not allowed to meet this requirement.

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

**FORM PW-18.1
(SUPPLEMENTAL)**

Name of Bidder's Project Manager	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience

- ☐ 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 or its Subcontractor's Maintenance Manager must have a minimum of 3 years of experience in maintaining similar fleets of paratransit vehicles, as shown on Exhibit H.1 - County Provided Vehicles.

- ☐ Yes. Bidder's or its Subcontractor's Maintenance Manager does meet the experience requirement stated above.

Name of the Employee	Name: _____ Bidder _____ / Subcontractor _____ (check one)
Number of Years of Experience Servicing the above type of vehicle	
Make of Vehicles Serviced	
Model of Vehicles 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 proposal may be disqualified, if incomplete or unresponsive statements are made.

- ☐ No. Bidder or its Subcontractor'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 three 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 proposal.
- ☐ Bidder has not performed services in California; the bidder has provided copies of a similar vehicle, maintenance facilities or terminals inspection for the prior three 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 this 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, 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, 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. Bid's 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. Subcontracting is not allowed to meet this requirement.

- ☐ 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)

- ☐ Bidder's employee does not meet the commercial driver's licenses requirement stated above at present, but fully intends to comply if awarded the contract.
- ☐ 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.

8. Bidder or its Subcontractor must submit copies of all National Institute for Automotive Service Excellence (ASE) certification in A5 ASE Automobile & Light Truck Brakes 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 A5 ASE Automobile & Light Truck Brakes Test.

- ☐ Yes. Bidder or its Subcontractor 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 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 or its Subcontractor 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 A5 Automobile & Light Truck Brakes 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 or its Subcontractor'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.

**FORM PW-18.1
(SUPPLEMENTAL)**

9. Bidder or its Subcontractor shall 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 Recovery and Recycling Program certification for at least one member of their maintenance personnel identified above.

- ☐ Yes. Bidder or its Subcontractor 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 or its Subcontractor'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 proposal are made, the bid may be rejected at the sole discretion of the County.

Signature	Title
Firm Name	Date

DISPLACED TRANSIT EMPLOYEE DECLARATION

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

- ☐ that the Proposer 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 Proposer 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

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 NONRESPONSIBILITY 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'S EMPLOYEE BENEFITS

Proposer: _____

Name of Proposer's Health Plan: _____ **Date:** _____

Medical Insurance/Health Plan:

Employer Pays \$ _____ Employee Pays \$ _____ Total Mo. Premium \$ _____

Annual Deductible
Employee \$ _____ Family \$ _____

Coverage (✓)
_____ Hospital Care (In Patient _____ Out Patient _____)
_____ X-Ray and Laboratory
_____ Surgery
_____ Office Visits
_____ Pharmacy
_____ Maternity
_____ Mental Health/Chemical Dependency, In Patient
_____ Mental Health/Chemical Dependency, Out Patient

Dental Insurance:

Employer Pays \$ _____ Employee Pays \$ _____ Total Mo. Premium \$ _____

Life Insurance:

Employer Pays \$ _____ Employee Pays \$ _____ Total Mo. Premium \$ _____

Vacation:

Number of Days _____ and

Any increase after _____ years of employment, number of days or hours _____

Sick Leave:

Number of Days _____ and

Any increase after _____ years of employment, number of days or hours _____

Holidays:

Number of Days _____ per year

Retirement:

Employer Pays \$ _____ Employee Pays \$ _____ Total Premium \$ _____

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: WHITTIER, ET. AL. DIAL-A-RIDE SERVICE (2018-PA006)

PROPOSER: _____

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							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

Estimated Dates (July 1, 2019 - June 30, 2020)

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				
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
Comments/Notes:										Total Salaries	\$
**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.	(1) Vacations, Sick Leave, Holiday										\$
	(2) Health Insurance										\$
	(3) Payroll Taxes & Workers' Compensation										\$
	(4) Welfare and Pension										\$
	Total Employee Benefits (1+2+3+4)										\$
	(5) Equipment Costs										\$
	(6) Service and Supply Costs										\$
	(7) General and Administrative Costs										\$
	(8) Profit										\$
	Total Other Costs (5+6+7+8)										\$
										TOTAL PRICE	\$

* 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:

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: WHITTIER, ET. AL. DIAL-A-RIDE SERVICE (2018-PA006)

PROPOSER: _____

[illegible]

* 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

3 of 4

Date _____

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: WHITTIER, ET. AL. DIAL-A-RIDE SERVICE (2018-PA006)

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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Comments/Notes:										Total Salaries	\$
**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.	(1) Vacations, Sick Leave, Holiday										\$
	(2) Health Insurance										\$
	(3) Payroll Taxes & Workers' Compensation										\$
	(4) Welfare and Pension										\$
	Total Employee Benefits (1+2+3+4)										\$
	(5) Equipment Costs										\$
	(6) Service and Supply Costs										\$
	(7) General and Administrative Costs										\$
	(8) Profit										\$
	Total Other Costs (5+6+7+8)										\$
										TOTAL PRICE	\$

* 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

4 of 4

Date

Part II

Sample Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

[NAME OF CONTRACTOR]

FOR

WHITTIER, ET AL. DIAL-A-RIDE SERVICE (2018-PA006)

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WHITTIER, ET AL. DIAL-A-RIDE SERVICE (2018-PA006)

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EXHIBIT P	Transit Security Plan
EXHIBIT Q	NTD Paratransit Annual Summary Report
EXHIBIT R	Daily Transportation Trip Sheet
EXHIBIT S	Bid Submission Instructions

SAMPLE AGREEMENT FOR
WHITTIER, ET AL. DIAL-A-RIDE SERVICE (2018-PA006)

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 Whittier, Et Al. Dial-A-Ride Service.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F.2A, Performance Requirements Summary; Exhibit G.1, Service Requirements and Area Maps; Exhibit H.1, County-Provided Services Vehicle; 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, Preventive Maintenance; Exhibit N, Intentionally Omitted; Exhibit O, Controlled Substance and Alcohol Testing Program; Exhibit P, Transit Security Plan; Exhibit Q, NTD Paratransit Annual Summary Report; Exhibit R, Daily Transportation Trip Sheet; 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 \$_____.

FOURTH: This Contract's initial term shall be for a period of one year commencing on _____, 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.

TWELFTH: In the event that there are discrepancies in the work requirements between the Scope of Work from the RFSQ document and this IFB's Scope of Work resulting from the RFSQ (2016-SQPA001), per the sole discretion of the Contract Manager, the higher requirements shall prevail and be binding.

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

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman 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 _____
Chairman, Board of Supervisors

ATTEST:

LORI GLASGOW
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
WHITTIER, ET AL., DIAL-A-RIDE SERVICE (2018-PA006)

A. Public Works Contract Manager

Public Works Contract Manager will be Ms. Ann Meiners of the Programs Development Division who may be contacted at (626) 458-3959 or ameiners@dpw.lacounty.gov, Monday through Thursday, 7:30 a.m. to 5:30 p.m. The Contract Manager, or her designee, is the only person authorized by Public Works to request work from the Contractor. From time to time, Public Works may change the Contract Manager. The Contractor will be notified in writing when there is a change in the Contract Manager.

B. Work Location

This is a community Dial-A-Ride Service (Service) for eligible elderly and persons with disabilities who reside in the unincorporated County area of Avocado Heights, Bassett, Hacienda Heights, Rowland Heights, and South San Gabriel, and unincorporated County areas surrounding the Cities of Covina, La Puente, West Covina, and Whittier. This Service will provide residents of this area with transportation to health care facilities, shopping, recreation, senior centers, and other destinations within the defined service area. The service area is defined in Exhibit G.1, Service Requirements and Area Maps.

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, 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

The work under these specifications shall be the implementation of a Paratransit (Dial-A-Ride) Service. Passengers requesting a ride on this curb-to-curb demand response service will be required to call the Contractor's reservation dispatcher at least 24 hours in advance for their preferred pickup and return time.

The Contractor shall operate the Service subject only to the general policies and direction of the County about management and operations and to the provisions

and requirements of this Contract. The Contractor shall do all of the following Contract requirements, which includes but is not limited to, providing executive and administrative management; employment and supervision of all personnel, including supervisors, Service Vehicle operators (Operator), dispatchers, mechanics, and other maintenance personnel; operation of training and safety programs; maintenance and repair of Service Vehicles and equipment; processing of warranty claims for the County's Service Vehicles; assisting in public relations, promotions, and patron complaints; mailing, processing, and storing client applications and correspondence; maintaining a database of client information and ridership records; preparation of reports and analysis of financial and other matters; clerical, statistical, and bookkeeping services; and providing all Service Vehicle operations, facilities, equipment, parts, and supplies required in the operation of Service unless specifically identified to be contributed by the County.

The County has established the Service requirements and the Service area as described in Exhibit G.1, Service Requirements and Area Maps. If Contract Manager determines that Service may be improved by revisions to scheduling, Service Vehicle assignment, fleet size, or areas serviced, Contract Manager and Contractor shall plan and institute such changes jointly within the terms of this Contract.

The County is committed to ensuring that no patron is excluded from participation in, or denied the benefits of, its services on the basis of race, color or national origin as protected by law including Title VI of the Civil Rights Act of 1964, as amended. The Contractor hereby asserts its commitment and assures it will comply.

F. Equipment

1. Paratransit (Dial-A-Ride) Vehicles

Service shall be provided by the Contractor using County-Provided Vehicles. The Contractor will operate Paratransit (Dial-A-Ride) Service utilizing County-Provided Vehicles to the maximum extent possible. When County-Provided Vehicles are unavailable, Contractor-provided Vehicles shall be used for this Service. The Contractor shall use only Contractor-provided Vehicles for all administrative purposes.

a. County-Provided Service Vehicles

The County may lease to the Contractor eleven revenue Service Vehicles as described in Exhibit H.1, County-Provided Service Vehicles, hereinafter referred to as "County Service Vehicles". The County Service Vehicles may be leased to 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

The Contractor may be required to furnish eleven replacement revenue Service Vehicles to either replace a loss of County Service Vehicles (due to traffic accidents, vehicle fires, etc.) or furnish additional revenue service vehicles as supplemental Service Vehicles because of changes in Service demand. The Contractor shall also be required to provide an appropriate number of spare Service Vehicles (a minimum of one spare vehicle).

Contractor-Provided Service Vehicles described must meet or exceed the requirements in Exhibit I.1, Contractor-Provided Service Vehicle Requirements.

c. Temporary and/or Supplemental Contractor-Provided Service Vehicles

The Contractor may be instructed by the Contract Manager to provide temporary and/or supplemental Contractor-provided Service Vehicle(s) for Service in the event County Service Vehicles have been prematurely removed from the Service and not replaced or the demand for Service exceeds the capacity provided by the County Service Vehicles, or County Service Vehicles will be out-of-service for a prolonged period of time (e.g., major repairs, accident damage, Service Vehicle has reached its service life, etc.) in excess of 24 consecutive hours. The Contract Manager shall approve these Service Vehicles provided by the Contractor prior to being placed in Service. The County will pay the hourly rate for Contractor-provided Service Vehicles as specified in Form PW-2, Schedule of Prices.

The Contractor shall be responsible for providing sufficient and adequate Service Vehicles, including spare Service Vehicles, which meet or exceed the requirements described in Exhibit I.1, Contractor-Provided Service Vehicle Requirements. The Contractor shall provide the Contract Manager with copies of current DMV registrations for Contractor-provided Service Vehicles and provide updated registrations throughout the duration of this Contract.

The County does NOT commit to replacing the existing County Service Vehicles, or to replacing any Contractor-provided Service Vehicles with County Service Vehicles. However, the County may do so at its discretion.

As required by the California Air Resources Board, any new Service Vehicle introduced into Service shall be low emission alternatively fueled (i.e., propane, natural gas, or electric) or low emission gasoline.

d. Support Service Vehicles

The Contractor shall provide all other Service Vehicles necessary for adequate supervisory, maintenance, and support in providing the Service. These Service Vehicles shall be in good operating condition and appearance. These Service Vehicles shall be provided at no additional cost.

e. Supplemental Taxi Service

The Contractor may provide supplemental taxi service, as necessary, to ensure on-time performance. Supplemental taxi service may also be used in the event that Service Vehicles are out-of-service for the day and return trips have not been completed.

2. General Terms for Paratransit Vehicles

Contractor shall acknowledge the receipt, condition, and working order of any County Service Vehicles and equipment. This acknowledgment 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 Service Vehicles, related accessories, equipment, and facilities required per this Contract in good order and in a condition satisfactory to the Contract Manager. Upon request by Contract Manager, reports regarding the Service Vehicles' condition, operation status, complaints, or other relevant information pertaining to the Service shall be forwarded to the Contract Manager. The Contractor shall not seek additional compensation for any costs incurred to meet the requirements in this paragraph.

In the event that one of the County Service Vehicles assigned to the Service breaks down, the Contractor shall provide the necessary spare Americans with Disabilities Act (ADA) - compliant Service Vehicle(s) equipped with air conditioning and lift equipment within 30 minutes. The spare Service Vehicles shall be similar in kind to the County Service Vehicles being used in this Service or as specified in Exhibit I.1, Contractor-Provided Service Vehicle Requirements. The cost of the spare Service Vehicles shall be included in the Contractor's overall Service operating costs. The Contractor's equipment and facilities shall meet all requirements of applicable Federal, State, and local ordinances and laws, including, but not limited to, the California Highway Patrol (CHP),

the California Air Resources Board, South Coast Air Quality Management District, and ADA.

Contractor shall be prohibited from the sale, assignment, or sublease of County Service Vehicles or equipment. The Contractor shall also be prohibited from using County Service Vehicles or equipment for any purpose other than providing the Service as specified in this Contract.

Upon termination of this Contract, the Contractor shall return and deliver all County Service Vehicles, equipment, and all other peripheral equipment to the County (date, time, and address to be specified by the Contract Manager) with no deferred maintenance or damages with the exception for reasonable wear and tear.

Contract Manager may inspect Service Vehicles, equipment and all other peripheral equipment prior to the Contract's termination to assess condition of the Service Vehicles and equipment. The Contractor shall be responsible for performing all the work necessary to correct any deficiencies noted. Contract Manager, at his/her own discretion, may withhold up to the final two months of Service payment until Contractor completes repair 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 within the time specified by Contract Manager.

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 a replacement Service Vehicle or equipment, the County may accept, at the Contract Manager'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 original cost of the Service Vehicle for any total loss within the first 90 days that a new Service Vehicle is placed into service.

The County's Net Book Value of Service Vehicles shall be based upon the straight-line depreciation over the years of useful life, from the date of final sale through the date of loss. Salvage value, if any, will be determined by the market value of the damaged asset at the date of loss, as determined by the County, and will be credited to the Contractor. The original cost of the new Service Vehicle(s) is to be used as the basis for depreciation. All payments shall be made within 90 calendar days of date of loss. Liquidated Damages may be assessed each month for claims unresolved after 120 calendar days.

Should Contractor-provided Service Vehicles be required, the Contractor shall supply a sufficient number of adequate Service Vehicles, all well maintained and in good and clean condition. Their air conditioning and lift equipment shall be in good working order. The Contractor shall supply spare Service Vehicles in the event of a County Service Vehicle shortage, not exceeding a period of 48 consecutive hours, and substitute Service Vehicles in the event of a County Service Vehicle shortage exceeding a period of 48 consecutive hours.

Contractor shall supply a two-way communication dispatch system in all spare and substitute Service Vehicles to ensure a consistent fulfillment with the terms of this Contract. Shortages may occur when County Service Vehicles are out-of-service for repairs, when Service Vehicles are in the process of being replaced, or if demand has exceeded the availability of County Service Vehicles.

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

3. Communication Equipment

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 be aware of California VC, Section 23123, which has been revised in accordance with the Hang-Up-and-Drive Bill, adopted by the Legislature in 2006 and approval on September 15, 2006, by the Governor.

Contractor shall provide adequate two-way radio communication equipment for all Service equipment for a base station and a sufficient number of "repeater stations" to permit uninterrupted communication between the dispatch center and the Service Vehicles while in Service. As a supplemental communication system between the dispatch center and the vehicle operators, the use of hands-free mobile cell phones is permitted.

Contractor shall be responsible for the proper maintenance of said equipment on all Service Vehicles and shall comply with all applicable Federal statutes and regulations in connection with such use. The Contractor shall be responsible for the licensing of radio communication equipment. Citizen's Band communication equipment is not acceptable.

For the convenience of residents telephoning to make reservations, the Contractor shall provide a multiline telephone service with a feature to queue incoming calls. This feature will answer all calls by the fourth ring

and provide call-in patrons with their estimated wait time and or their position within the queue.

4. County Telephone Number

Contractor shall be required to operate and maintain the County's Dial-A-Ride Service telephone number, 1(800) 439-0439.

5. Dispatch Software and Advanced Vehicle Electronics

Contractor shall deploy a comprehensive dispatch system. The required system shall process each of the following elements (hardware and software):

- a. A comprehensive and integrated dispatching software (e.g. "Trapeze"). This software shall:
 - i. Take inputs (pick-up locations) and provide the optimal routes with schedules, based on available vehicles.
 - ii. Dynamically adjust with changes or new inputs (new pickups, cancellations, etc.)
 - iii. Provide management/performance reports.
- b. Mobile Data Terminals (MDT) to be installed in each Service Vehicle collecting real time schedule and passenger information. This is the interface for the driver to both receive and input information. This shall be integrated and interfacing with the dispatching system in real-time.
- c. Global Positioning Satellite (GPS) receivers shall be installed in each Service Vehicle; if a portable system is used, one GPS receiver is assigned to each Service Vehicle. This is to provide real time location of the Service Vehicle and shall be integrated and interfacing with the dispatching system in real-time.

The dispatching software shall be integrated with both the MDT and the GPS receivers installed in each Service Vehicle. The dispatching software must be able to sort patrons by specified area.

The Contractor shall equip Service Vehicles with MDT and GPS at its own expense. The Contractor shall remove its equipment from the County Service Vehicles upon the completion of this Contract. Contractor is given 120 calendar days from the start of the Contract to purchase, install, train personnel, and to complete the implementation for use of the system described above. The Contractor's failure to implement the dispatch

software and the MDT and GPS by the deadline may be grounds for the immediate termination of the Contract at the Director's discretion based upon progress made to date.

6. Automated Vehicle Locator Devices

The County may install Automated Vehicle Locator (AVL) devices on the County Service Vehicles. The AVL devices are permanently installed and contain GPS functionality along with remote diagnostic information. These units will report 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 servicing/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 two 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.

7. Internet Access and E-Mail

The Contractor shall maintain Internet access and valid e-mail addresses throughout the duration of this Contract. The Contractor shall provide unique e-mail addresses for the Program Manager and the Maintenance Manager. The Contractor shall provide the County with these e-mail addresses before Service begins.

The Contractor is given 30 calendar days from the notice that it has been awarded the Contract to purchase, install, train, and fully implement an Internet access and e-mail system as described above.

The required periodic items and other communication, including the monthly reports, identified in this Contract, may be done through e-mail for convenience and timeliness. To the maximum extent possible, all of the Contractor reports (even items transmitted by mail or personally delivered) shall also be transmitted to the County electronically.

8. Office Staff Computer Skills

The Contractor shall ensure that staff assigned to this Contract is familiar with the Microsoft Office Professional suite of programs (Microsoft Word, Microsoft Excel, and Microsoft Outlook) and/or their equivalent. Staff shall

possess the required skills to create, edit, and transmit data supplied in the above Microsoft Office Professional software formats or their equivalent.

9. Business Contact Telephone Number

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

10. 24-Hour Contact Information

The Contractor shall maintain a 24-hour emergency contact system that utilizes a pager, cellular telephone, management telephone tree, or other means to contact a manager 24 hour per day and 365 days per year. The Contractor shall provide Contract Manager with information on how to contact a manager through the emergency contact system before the Service begins. A manager shall contact the Contract Manager within one hour after being so requested, including during nonbusiness hours. This manager shall be able to address operational issues in case of an emergency.

G. Vehicle Storage, Maintenance, and Fueling Facilities

The County will not provide any storage or maintenance facilities for the Contractor.

The Contractor shall provide appropriate vehicle storage and maintenance facilities for the garaging, servicing, and cleaning of both Service Vehicles and equipment. The facilities shall include:

1. An enclosed workspace sufficient to allow maintenance personnel to repair Service Vehicles and be protected from the weather
2. A concrete shop floor capable of withstanding the maximum weight of Service Vehicles
3. A security-fenced, paved, and lighted area for overnight Service Vehicle parking with adequate spaces for all Service Vehicles
4. A compressed air supply
5. Tire changing equipment
6. Battery maintenance equipment and spare batteries

7. Vehicle lubrication equipment
8. All tools and equipment necessary to perform required preventive maintenance activities
9. All tools and equipment necessary to service vehicles, perform component adjustments, and make mechanical repairs
10. Equipment necessary to wash and clean vehicles in accordance with this Contract
11. Adequate secured storage area for tools, equipment, and parts
12. A lighted maintenance pit or an appropriate State of California Occupational Safety and Health Administration (Cal/OSHA) or American National Standards Institute (ANSI) approved hydraulic lift capable of fully lifting the heaviest Service Vehicle 6 feet above the floor for maintenance purposes
13. Fueling facilities are the responsibility of the Contractor. The Contractor shall make appropriate arrangements to fuel Service Vehicles before or after scheduled service hours. Each vehicle should start the day with a full fuel tank to avoid the need of refueling during service hours. The fueling should be completed early enough so that an early pickup may be accommodated at the start of service
14. Fueling facility and ability to provide liquefied petroleum gas (LPG) or compressed natural gas (CNG) if vehicle specified and/or when County purchases new vehicles. It is acceptable for Contractor to obtain CNG fuel off-site.

H. Service Vehicle and Equipment Maintenance

1. Service Vehicle Condition

All Service Vehicles, vehicle equipment, and any other equipment necessary to provide this Service, shall be maintained by the Contractor to acceptable appearance standards and in good repair and in a condition satisfactory to the Contract Manager and in accordance with the 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 the Contractor receives a rating below "Satisfactory" including "Conditional" or "Unsatisfactory" from the CHP, Contractor shall so notify Contract Manager immediately and outline steps to be taken to correct each deficiency.

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 rating below "Satisfactory" shall be grounds for termination of the Contract. The Contractor shall not seek additional compensation for any costs incurred to meet the requirements in this paragraph.

2. Warranty Work (County Service Vehicles Only)

Contract Manager will provide the Contractor with the written manufacturer's warranty, if any, for each County Service Vehicle. The Contractor shall become the County's designated warranty agent for all County Service Vehicles provided for Service. The Contractor shall be responsible for ensuring that the Service Vehicle manufacturers and all component manufacturers perform or reimburse the Contractor for all work and parts that are covered under warranty.

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

3. Service Vehicle Appearance/Cleaning/Fumes

The Contractor shall be responsible for maintaining the appearance of all Service Vehicles used in this Service. The Contractor shall maintain an up-to-date record of all washings and major cleanings. Said record shall be made available to the Contract Manager upon request. The Contract Manager may remove Service Vehicles from Service for unacceptable appearance.

a. Service Vehicle Interior

The interior of all Service Vehicles shall be kept free of litter and debris to the maximum extent practicable throughout the operating day. Service Vehicles shall be swept, wet mopped, and dusted daily. Water wash down or "hosing out" of Service 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 interiors of all Service Vehicles shall be thoroughly washed at least once per week, including all windows, seats, floor, stanchions, and grab rails.

All foreign matter, such as gum, grease, dirt, and graffiti shall be removed from all interior surfaces during the daily interior cleaning process. Any damage to seat upholstery shall be repaired in a professional manner immediately upon discovery.

If seat upholstery has been damaged, the Service Vehicle shall not be returned to revenue Service until it has been repaired. The Contractor shall replace seat covers and/or seat boards that are worn or damaged and cannot be professionally repaired using materials that are identical in specifications and color as those materials being repaired. Ceilings and walls shall be thoroughly cleaned weekly or more often as necessary to maintain a clean appearance and maximize visibility. Contractor shall ensure that the interiors of Service 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 said pests in the event that they occur in the Service Vehicles.

b. Service Vehicle Exterior

The exteriors of all Service Vehicles shall be washed every other day during dry conditions and every day during rainy conditions to maintain a clean, inviting appearance. The exterior washing shall include Service Vehicle body, all windows, and wheels. All rubber or vinyl exterior components, such as, tires, bumper fascia, fender skirts, and door edge guards, etc., shall be cleaned and treated with a preservative at least once per month or as necessary to maintain an attractive appearance.

The Contractor shall be responsible for maintaining the artwork and decals on the exterior of the Service Vehicles, if any.

c. Fumes

At all times the interior passenger compartments of Service Vehicles shall be free of fumes from the engine, engine compartment, and exhaust emissions system of Service Vehicles.

d. Graffiti

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

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

Prior to being placed in Service each day, each Service Vehicle shall receive a daily pre-trip inspection by the operator. At the end of each day, each Service Vehicle shall receive a daily post trip inspection by the operator.

Contractor's daily Pre- and Post-Trip Service Vehicle Inspection Report forms shall be submitted to the Contract Manager in a format approved by the Contract Manager, and at a minimum, shall include all items from the Service Vehicle Appearance/Cleanliness Checklist, Exhibit J. The daily pre- and the post-trip inspections shall be supplemented by regular weekly maintenance inspections to ensure safe and proper operating condition of Service Vehicles. Daily pre- and post-trip inspections shall also include physical operation of the wheelchair lift or ramp to ensure ADA-compliance. Prior to the next pullout, the Contractor shall repair or replace any Service Vehicle that has defects and/or possesses a safety or operational problem detected during inspection. Each Service Vehicle operator performing the daily pre- and post-trip inspections shall be required to fill out an inspection report form and turn it in to the Maintenance Manager. A record of all such inspections shall be kept by the Contractor and shall be submitted to County upon request.

Contractor shall perform daily servicing on all Service Vehicles used in the Service. Daily servicing shall include, but is not limited to, checking and adding fuel, engine oil, coolant, water, and transmission fluid; performing brake, light, and flasher checks; inspecting tires and tire pressure; inspecting wheelchair lift or ramp; interior sweeping and dusting; exterior and interior visual inspection; and the checking of all Service Vehicle performance defects reported by the driver(s) to identify potential safety and reliability items requiring immediate attention.

Contractor shall document the daily servicing on the daily Pre- and Post-trip Service Vehicle inspection reports in a written checklist format (example shown in Exhibit K, Driver's Daily Vehicle Report).

5. Wheelchair Lifts or Ramps

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

6. 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 Service Vehicles, radios, Advanced Vehicle Information (AVI) systems, passenger counters, and all equipment to be used to perform this Service in strict conformity to all State and Federal regulations and orders, including CHP regulations and orders. Contractor's duty and responsibility to maintain all Service Vehicles and equipment cannot be delegated to any other person, firm, or corporation without prior written approval of the Contract Manager.

b. Parts/Fluids Specifications and Requirements

All parts, materials, tires, lubricants, fluids, oils, and procedures used by the Contractor on all Service Vehicles and equipment shall meet or exceed original equipment manufacturer specifications and requirements. All parts, except for the two-way radio, GPS Receivers, and MDTs installed by the Contractor on County Service Vehicles shall become the property of the County.

c. Service Vehicle Damage

Contractor shall, at its expense, cause any Service Vehicle damaged, as a result of an accident or otherwise, to be replaced or repaired immediately in case of damage impairing the proper and safe mechanical operation of the Service Vehicle. All other Service Vehicle damage resulting from any accident, or otherwise, shall be repaired within two weeks or as otherwise required by Contract Manager, law, or regulation. If the Contractor cannot complete the work within the time specified, the Contractor shall notify Contract Manager in writing of the reason for the delay and the estimated completion date. At Contract Manager's sole discretion, the deadline may be extended. Contractor shall log and keep an accurate and up-to-date record of all Service Vehicle repairs.

d. Preventive Maintenance

Routine preventive maintenance and servicing is required on all Service Vehicles for this Service as recommended by the Original Equipment Manufacturer (OEM) or as set forth by Contract Manager (see Exhibit M, Preventive Maintenance).

Contract Manager will allow a window of plus or minus 500 miles for scheduled preventive maintenance as recommended by the Service Vehicle manufacturer's maintenance specifications. This window of 500 miles cannot be added to successive maintenance intervals. For instance, if the Service Vehicle

manufacturer recommends maintenance at a 3,000 mile interval, then the 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 the Contractor shall keep all Work Order cards and a Preventive Maintenance Inspection (PMI) Record on each Service Vehicle indicating the date each inspection took place, a description of all work done to the Service Vehicle, the parts and supplies used, employee identification, 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 the 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 Service 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 brake systems shall occur every 30 calendar days or more frequently in accordance with the number of miles the Service Vehicle was in operation since the prior inspection. In addition, visual inspections of the brake systems shall occur weekly and be recorded as part of the maintenance records.

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 the Service Vehicle is in Service.

The Contractor shall maintain the Service Vehicles' HVAC system in an operable condition at all times throughout the year.

g. Spare Parts

The Contractor shall establish and maintain an ongoing spare parts inventory sufficient to maintain Service Vehicles in operating condition at all times.

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 Service Vehicles are followed and that proper towing methods and equipment are used. Towing may be subcontracted; however, it is the Contractor's responsibility to supervise the subcontractor.

7. Service Vehicle Maintenance Record Keeping

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

- a. Make
- b. Model
- c. Serial Number/County Fleet Number
- d. License Number
- e. Date Received
- f. Unit Repairs (mechanical)
- g. Preventive Maintenance Inspections (PMI) Reports
- h. Daily Pre-trip Service Vehicle Inspection Reports
- i. Daily Post-Trip Service Vehicle Inspection Reports
- j. Work Orders
- k. Warranty Work
- l. Major Mechanical Repair/Unit Replacement
- m. Body/Interior Repairs (cosmetic)

The 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.

8. Applicable Service Vehicle Codes and Regulations

All Service Vehicles utilized in Service shall be maintained in a safe condition for operation on public streets and freeways and meet all the requirements in the California Vehicle Code for a paratransit (Dial-A-Ride) Service Vehicle as applicable. All parts of Service Vehicles and all equipment mounted on or in Service Vehicles shall conform to the California Vehicle Safety Standards and the California Administrative Code, Title 13.

Contractor shall adhere to the CHP Motor Carrier Safety Regulations. Each Service Vehicle is required to be available to be inspected annually by Contract Manager and/or by the CHP. Contract Manager shall be immediately notified of inspections performed by a governmental agency other than the County. The results of inspections shall be provided to Contract Manager within one business day, and any applicable signed certification shall be displayed or carried on the Service Vehicles. Contractor shall expeditiously correct any deficiencies identified by Contract Manager or on any CHP vehicle inspection report and inform Contract Manager of correction.

I. Fares

The Contractor shall charge a fare of 50 cents per one-way ride for the Service. The escorts for persons with disabilities shall not be charged a fare.

All fares shall be retained by the Contractor to finance a portion of the cost of Service and shall be subtracted from the monthly invoice for the Service. The monthly revenue amount is subject to audit and shall be reported in the monthly statement to Contract Manager. The Contractor shall, upon request of Contract Manager, accept passes or vouchers issued by the County in lieu of the cash fare specified herein. The County may alter the fare to be charged and the Contractor shall adhere to any changes to the fare structure.

J. Fare Security

The Contractor shall be responsible for the protection of fare box revenues. The Contractor shall establish and maintain fare collection and security policies and procedures, subject to the approval of 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. The Contractor shall conduct or assist in any investigation of revenue security as determined necessary by the County.

K. Rates and Compensation

Unless otherwise provided for herein, the "Vehicle Rate" and the "Supplemental Rate" shall cover all Contractor costs for the Service to be provided pursuant to this Contract.

1. County Service Vehicles

For County Service Vehicles, the County will pay the Contractor on a monthly basis an amount equal to the sum of: i) the number of Service Vehicle Revenue Hours provided with County Service Vehicles times the hourly rate reflected in Form PW-2, Schedule of Prices, Item 1, hereinafter referred to as "County Service Vehicle Rate;" ii) less fares; iii) less County Service Vehicle monthly rental fees of \$1 per month per Service Vehicle; and iv) less any and all liquidated damages pursuant to this Contract. Service Vehicle Revenue Hours are defined as the actual hours of revenue Service starting from the point of first pickup to the last drop-off minus driver lunches, vehicle fuelings, and time without passengers exceeding 30 minutes. It shall be based upon the hours determined by Contract Manager, as needed, to provide the Service described in Exhibit G.1, Service Requirements and Area Maps.

2. Contractor-Provided Service Vehicles

The Contractor may be instructed by Contract Manager to provide and/or operate additional and/or substitute Service Vehicle(s) for this Service in the event demand for the Service exceeds the capacity provided by County Service Vehicles. Increased demand may result from an increase in ridership and/or Service Vehicle shortage. Shortages may occur when Service Vehicles are out-of-service due to maintenance, repair, replacement, or other reasons that are beyond the Contractor's control. The substitute Service Vehicles provided by the Contractor are to be approved by Contract Manager prior to being placed into Service.

For Contractor-provided Service Vehicles, the County will pay the Contractor on a monthly basis an amount equal to the sum of: i) the number of Service Vehicle Revenue Hours provided with Contractor-Provided Service Vehicles times the hourly rate reflected in Form PW-2, Schedule of Prices, Item 2, hereinafter referred to as "Contractor-Provided Service Vehicle Rate;" ii) less fares; and iii) less any and all liquidated damages pursuant to this Contract. Service Vehicle Revenue Hours are defined as the actual hours of Service starting from the point of first pickup to the last drop-off minus driver lunches, vehicle fuelings, and time without passengers exceeding 30 minutes, based upon the hours as determined by Contract Manager, as needed, to provide the Service described in Exhibit G.1, Service Requirements and Area Maps.

3. Coordinated Service Vehicles

In the event that the Contractor uses Contractor-provided Service Vehicles to coordinate rides with other jurisdictions or programs during the Service hours specified in Exhibit G.1, Service Requirements and Area Maps, the revenue hours between those jurisdictions shall be prorated as follows: the County's share of the revenue hours for the Contractor-Provided Service Vehicle(s) will be determined by dividing the number of County riders to the total number of riders on the Contractor-Provided Service Vehicle(s), and multiplying it by the revenue hours the Contractor-Provided Service Vehicle(s) were transporting the County patrons simultaneously with patrons from other jurisdictions. The County shall not be charged for more than its prorated share of revenue hours.

4. Supplemental Taxi Service

The County will pay the Contractor on a monthly basis an amount equal to the number of taxi service miles provided with supplemental Service Vehicles times the taxi service mile rate, hereinafter referred to as "Taxi Rate." Taxi Service miles are defined as the actual miles traveled from the point of pick-up to drop-off destination. The Taxi Service mile rate for the term of this Contract is reflected in Form PW-2, Schedule of Prices.

5. Fuel Cost Adjustment Mechanism

The rate adjustment will apply only to the Vehicles in the fleet that use gasoline. There will be no adjustment for vehicles that use propane. Rate adjustments for other alternative fuels are subject to Contract Manager approval.

In addition to items 1, 2, 3, and 4, stated above, the Director may adjust up to 10 percent of the hourly rate of compensation set forth in Form PW-2 (Schedule of Prices) based on the increase or decrease in the fuel price published in the Official Energy Statistics from the United States Department of Energy website at http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_sca_m.htm for Diesel (On-Highway) and Gasoline - All Grades (Regular) for California, "as appropriate to the vehicle used, beginning on the month of this Contract's start date and thereafter at each successive 1 month interval, which shall be the effective date for any such fuel adjustment. The percentage change in the fuel price shall be obtained using the fuel prices published three months preceding the proposal submission date and the fuel price published three months preceding each effective date of the adjustment.

However, when the percentage increase or decrease in the fuel price is less than five percent, no fuel adjustment will be granted. In the event the fuel adjustment is granted, the fuel adjustment (increase or decrease) will be added to or subtracted from, as applicable, the hourly rate of compensation to establish the adjusted hourly rate of compensation in the Schedule of Prices (PW-2). Public Works shall be permitted to audit the CONTRACTOR'S fuel usage, fuel costs, and fuel procurement methods for the vehicles used in providing the service and the CONTRACTOR shall provide records pertaining to its fuel costs upon the COUNTY'S request. CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR changes from purchasing fuel using Market Prices, to a long-term agreement for fuel purchases.

Following sample data will be used to calculate sample calculation of fuel adjustment:

Sample Calculations for Purchasing Fuel at Market Prices

Hourly Rate from PW-2, Schedule of Prices: \$35.00

Proposal due date: December 2017

Contract start date: July 2018

Fuel Adjustment (FA) Component for Gasoline Price	
Gasoline (Regular) - September 2017	345.02 cents per gallon
Gasoline (Regular) - April 2018	383.23 cents per gallon
Percent change in Gasoline	11.1% increase*

Adjusted Hourly Rate (FA component)	
$= (10\% \text{ of hourly rate}) \times (\text{Percent change in Gasoline Price})$ $= [(10\%) \times (\$35.00)] \times (11.1\%)$ $= (\$3.50) \times (11.1\%)$ $= \$0.39 \text{ Fuel Adjustment (increase)}$	
Adjusted Hourly Rate for July 2018	$\$35.00 + \$0.39 = \$35.39$

Sample Calculations for Purchasing Fuel Under Long-Term Fuel Supply Agreement

Hourly Rate from PW-2, Schedule of Prices: \$35.00

Proposal due date: December 2017 (Long-Term Fuel Price: \$3.00 per gallon)

Contract start date: July 2018

Renegotiation of Fuel Price: January 2018 (renegotiated price is \$3.25 per gallon)

Fuel Adjustment (FA) Component for Gasoline Price	
Gasoline (Regular) - December 2017	300.00 cents per gallon
Gasoline (Regular) - January 2018	325.00 cents per gallon
Percent change in Gasoline	8.3% increase*

Adjusted Hourly Rate (FA component)	
$= (10\% \text{ of hourly rate}) \times (\text{Percent change in Gasoline Price})$ $= [(10\%) \times (\$35.00)] \times (8.3\%)$ $= (\$3.50) \times (8.3\%)$ $= \$0.29 \text{ Fuel Adjustment (increase)}$	
Adjusted Hourly Rate for January 2018	$\$35.00 + \$0.29 = \$35.29$

L. Pass-Through Costs

County recognizes that there are items not covered under this Contract for which the Contractor is not compensated under the aforementioned rate. County shall 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(s). 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 Contractor determines that an engine, transmission, and/or differential unit requires rebuilding or replacement, Contractor shall notify Contract Manager immediately after making such determination and, subsequently, in writing, detailing the reason for such a determination. After inspection by Contract Manager, Contract Manager may direct Contractor in writing to proceed with 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 replacement of engines, transmissions, and differential units, including associated replacement of attachment devices, gaskets, seals, etc., are the responsibility of Contractor and are not eligible for reimbursement.

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 warranty lapses) by the Contractor, the costs associated to make such repair(s) will not be eligible for reimbursement.

2. Air Conditioning Units (County Service Vehicles Only)

The County recognizes that during the term of this Contract 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 the recommended 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 (in addition to part repairs) are the responsibility of the Contractor and are not eligible for reimbursement.

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 result of negligence or lack of action (including timely preventive maintenance and warranty lapses) by the Contractor the costs associated to makes 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-Provided 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 the Contractor in writing to proceed with the work. Contractor will only be permitted to pass through to the County only costs related to the repaint and/or graphics/decals.

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 the Contractor.

Costs associated with the damage to the painted surface, lettering, and/or decal work that 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 a complete mechanical overhaul, and/or rehabilitation, that is not covered by the Service 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 the vehicle and make a determination of 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 the 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 the completion of the overhaul and/or rehabilitation of the County Service Vehicle, Contractor shall invoice County for such work along with all necessary and required documentation, as determined by Contract Manager. Contractor shall withhold 5 to 10 percent of the total amount due to the selected facility until Contract Manager's final acceptance of the vehicle.

The final acceptance will be made after the Service Vehicle has reentered revenue Service for a reasonable time frame or reasonable mileage.

Contractor and Contract Manager shall agree to the percentage of the withholding fee and the time period applicable in each instance. County will withhold the applicable percentage from the amount due to the Contractor until the Service Vehicle passes the testing period. Contractor shall invoice the County for any remaining balance after Contract Manager's final acceptance of the vehicle.

Subject to final acceptance and approval by Contract Manager, payment will normally be made within 30 calendar days of approval.

5. Advanced Vehicle Locators Devices

If an AVL device installed on a County Service Vehicle malfunctions as a result of a manufacturer identified problem or error after the warranty period, the County will 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 or modifications to Service Vehicles that are beyond the control of the 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, the Contractor shall present the required scope of work to be performed to Contract Manager. Contractor shall obtain Contract Manager's approval of the work to be performed, in writing, prior to commencing any work.

M. Monitoring and Auditing Service

1. Monitoring Service

In order to document the Service, Contractor shall maintain all Service records as requested by County and as required for good business practices. Contractor shall monitor the 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 hours of operation, or the frequency of operations.

County shall have the right to have authorized County personnel board, at no cost to the County, all Service Vehicles utilized by the Contractor in the performance of this Service for the purpose of monitoring the Service.

2. Auditing and Inspection of Service

Contractor shall permit authorized representative(s) of County to examine all data and records related to this Service or the Contractor's operation of any similar service upon request by the 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, shall 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 documentation of this 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 is the responsibility of the Contractor to ensure the cooperation of all personnel with any operational procedures pertaining to survey work, including the distribution of survey questionnaires, etc.

N. Personnel

County shall have the right to demand removal from the Service, for reasonable cause, any personnel furnished by Contractor. Unless requested by the Contract Manager, Contractor shall not 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 the execution of this Contract without prior written notice and consent by Contract Manager.

Contractor shall train all personnel who are likely to be in contact with the public to give courteous, accurate information concerning Service. Contractor shall require that all personnel report all passenger complaints and/or operational problems to the Project Manager, as described below. The Contractor shall maintain a daily diary (log) for this purpose and 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 concern.

1. Project Manager

The Contractor shall designate a Project Manager who has a minimum of three years of experience providing paratransit services for governmental or social service agency (ies) whose responsibility shall be to oversee the day-to-day operations of the Service. Project Manager shall have full authority to act for Contractor and shall be reachable via office or cellular telephone during the hours of Service.

Project Manager shall provide both on-line supervision and management of the Service's accounts 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 of programs (Microsoft Word, Microsoft Excel, Microsoft Outlook) and/or their equivalent. Contract Manager may, at his/her discretion, communicate with Project Manager via e-mail. Other than the Project Manager and Contract 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. On-Line Supervision

On-line Supervision shall include, but is not limited to, the following duties:

- i. Training and scheduling of all regularly assigned Service personnel;
- ii. Arranging the assignment of quality back-up personnel whenever necessary;
- iii. Distribution and collection of operating reports;
- iv. Daily monitoring of ridership and the collection of all fares; and
- v. Supervision of all Service staff to ensure the provisions of quality service meet or exceed the requirements of this Contract.

b. Service Management

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

- i. Preparation of monthly summaries of operations data on a per Service Vehicle 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 County Service Vehicles and Contractor-provided Service Vehicles, including all ancillary equipment (e.g., wheelchair lifts, air conditioning, fare boxes, schedule holders, destination signs, etc.); and
- v. Immediate responsibility for any operational problems and/or passenger complaints and accurately reporting these problems to the County in a timely manner.

2. Road Supervisor

The Contractor shall employ a minimum of one Road Supervisor who shall be reachable by Project Manager via office or cellular telephone during the scheduled hours of Service.

Road Supervisor duties 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 in an effort to minimize service interruption;
- e. Address specific service problems and service interruptions;
- f. Complete specific services, as requested.

3. Telephone Reservation and Dispatch Personnel

The Contractor shall employ telephone reservationists and dispatching personnel with excellent customer service skills. Special care and attention shall be made to recruit and continuously train staff on the methods required when working with seniors and persons with disabilities to meet the requirements specified in this Contract.

4. Office Personnel

Contractor shall employ personnel during Service operating hours to answer inquiries from the public and respond to complaints regarding the Service. Office personnel shall have an e-mail address and have access to a computer during Service hours. Furthermore, office personnel shall be able to use the following three Microsoft Office Professional suite programs: Microsoft Word, Microsoft Excel, Microsoft Outlook, and/or their equivalent. 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 the two-way radios and dispatcher's console during all hours of Service operation. Required duties shall include the preparation of data, forms, and/or reports and be proficient in the preparation of such documents with an emphasis on the highest level of accuracy and reliability. The responsible person shall have experience preparing National Transit Database (NTD) reports

for a community Dial-A-Ride Service located within the County of Los Angeles.

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

5. Office Personnel - Training Program

Office personnel, including, but not limited to, Telephone Reservationists and Dispatchers, must complete training before they begin to work with customers independently and must receive periodic refresher courses. The Contractor is responsible for having or developing a training program that includes at a minimum of the following topics:

- Customer Service
- Telephone Etiquette
- Proper Handling of telephone inquiries
- Dealing with difficult situations
- Sensitivity training for working with persons with disabilities
- Sensitivity training for working with the elderly
- Reservations
- Dispatcher training
- Project Management training

The Contract Manager will review and must approve Contractor's training program. All training material must be submitted to Contract Manager upon request.

The training program submitted for the Contract Manager's review must include samples of the training material for each topic listed above and any other training material Contractor will use for topics not listed. It must identify the trainer and provide their job title. The training program must include a schedule indicating the frequency of training and refresher sessions. Contractor is responsible for maintaining records of all training provided to each employee during the duration of this Contract. Contractor will notify Contract Manager with any changes, deletions, or additions to the training program within three working days. The Contract Manager has the right to reject changes.

This training, in full or in part, may be given to other staff in addition to mandatory training programs applicable to their duties that are conducted by "certified" instructors and are required to meet all Federal, State, and local requirements and standards as specified in this Scope of Work.

6. Service Vehicle Operators

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

a. Service Vehicle Operator

Contractor shall review a current California Department of Motor Vehicles (DMV) report for each Service Vehicle operators prior to their performance of work under this Contract to verify that they are appropriately licensed and qualified to drive a Service Vehicle. In addition, each operator is in a sensitive position and the Contractor shall provide a criminal background check investigation as required by Section HH of Exhibit B of this Contract.

Contractor shall check California DMV records (Pull Notice Program) at least every six 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 any Service Vehicle. 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 Service Vehicle operator's or mechanical staff's driving record. Any Service Vehicle operator or mechanical staff exceeding the California DMV point system, or with a revoked or suspended license, shall not be allowed to operate a Service Vehicle.

b. Operator Performance

Contractor shall be responsible for each Service Vehicle operator in meeting the following performance requirements. All Service Vehicle operators shall:

- i. Have a valid California Class B driver's license and a valid medical examination certificate, ADA training,

nondiscrimination training, as well as any other required licenses or endorsements required by 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 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 skirt/slacks or Bermuda-type walking shorts. Uniform coats, sweaters, and caps may be worn. Service Vehicle operators shall display their name tag/badge.
- iv. Assist passengers who have difficulty negotiating the steps of the vehicle.
- v. Be available and on time to ensure consistent and reliable Service.
- vi. Carry current certification of Cardiopulmonary Resuscitation (CPR) and first-aid training at all times during Service Vehicle operations.

c. Operator Training

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

- i. Proper operation of the Service Vehicle to be used in Service, including defensive driving and Service Vehicle handling. Proper operation of wheelchair lifts/ramps/tie-downs, communication equipment, and other equipment to be used on Service Vehicles.
- ii. Training in passenger relations, ADA, nondiscrimination requirements, fare collection, the Service area, schedule orientation, and on-time performance requirements. In addition, drivers shall be trained in the use of any special vehicle electronics including, but not limited to, the AVI system's MDT, AVL, and the two-way radio communications equipment.

- iii. Ongoing customer service and safety program training to ensure a safe operating environment. Training shall place significant emphasis on techniques for dealing with the public in a helpful and courteous manner to achieve the maximum level of customer satisfaction. This education and training will include courtesy and empathy towards the needs of senior citizens and those with disabilities. This requirement pertains to relief Service Vehicle operators as well as regularly assigned Service Vehicle operators.
- iv. DMV regulations and company policies.
- v. Service area, fare structure, and attendant policies for escorts traveling with persons with disabilities or mental impairments.
- vi. Accident and emergency procedures and reports.
- vii. American Red Cross or County-approved equivalent training for CPR and first aid.
- viii. Regular and on-going formal safety instruction for all operating personnel assigned to perform any activities under this Scope of Work. Personnel shall be required to attend scheduled safety meetings at least four times per year.
- ix. Ongoing training programs as well as refresher training programs for its drivers. These regularly scheduled classes shall include various topics, including the areas of defensive and safe driving, emergency and/or crisis management, understanding work expectations, Terrorist Activity and Public Transit, and other relevant topics. Contractor shall submit an annual preplanned training schedule to Contract Manager. Contractor may be required to hold additional training on issues and/or subjects pertinent to the Service. Authorized County personnel will have the right to attend and/or audit any such Contractor training programs or classes.

7. 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 about the maintenance personnel.

Maintenance personnel shall be supervised by a designated Maintenance Manager, who shall have a minimum of three years of experience in maintaining similar fleets of paratransit vehicles. Contractor's maintenance personnel shall have knowledge of engines, transmissions, diagnostic procedures, electrical systems, HVAC, wheelchair lifts and related mechanical parts, methods and procedures normally used in servicing mechanical equipment for transit vehicles.

The Contractor shall ensure that all mechanic staff assigned to this Contract, as indicated on Form PW-18.1, are Automotive Service Excellence (ASE) certified in A5 ASE Automobile & Light Truck Brakes Test. If the Contractor cannot meet this requirement at the start of Contract, Contractor will be granted 12 months, from the start of the 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 additional ASE certification per year from the Automobile & Light Truck Test Series.

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 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, 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 (EPA) 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.

8. Project Safety Official

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

O. 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 Service Vehicles as requested by County. The posting of Service-related notices shall be subject to prior approval by the Contract Manager.

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

P. Operating Performance Standards

1. Service Vehicles

Contractor shall operate Service Vehicles with due regard for the safety, comfort, and convenience of persons with disabilities and senior citizen passengers.

2. Service

Contractor shall provide Service as scheduled or according to any adjusted schedule established by County, including Service area modifications required as a result of a declared emergency. The Contractor shall strive to maintain on-time performance.

Contractor shall be required to attain certain levels of performance. Failure to achieve the performance levels, as outlined in this Contract, may result in assessed liquidated damages and potentially the termination of this Contract for default.

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

a. Ridership Per Hour

The Contractor, at a minimum, shall transport an average of three passengers per hour (total passengers/total revenue hours) of Service Vehicle operations.

b. On-Time Service

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

However, Contractor will not be held responsible for the failure to provide on-time Service due to extraordinary weather or traffic conditions, road closures or detours, Service Vehicle malfunctions that are clearly beyond Contractor's control, naturally occurring disasters, or other reasonably unpredictable situations. Contractor shall provide sufficient documentation of each situation to County on a timely basis.

For scheduled service requests for each calendar month, 95 percent of all requests shall be picked up within 20 minutes after scheduled pickup time.

Maximum dwell time shall not exceed 10 minutes. An exception would be a customer who is within the eyesight of the Service Vehicle operator and is clearly making his and or her way to the Service Vehicle. The Director's expectation would be for the dwell time to be extended permitting the passenger to arrive and board the Service Vehicle.

c. Curb to Curb

Service shall be curb to curb. While the County's expectation is to provide this Service as a curb-to-curb type operation, if and/or when future governmental legislation and/or regulations are

changed requiring a modification in operational mode from curb to curb, the Contract Manager will work with the Contractor to modify the Service as required.

3. Phone Wait Time

Contractor shall provide a telephone call sequencer, which provides statistical reports on phone calls. The sequencer shall answer calls by the fourth ring. Within 60 seconds of the sequencer answering the call, a live person shall answer 95 percent of all calls in each calendar month.

4. Length of Rides

Passenger trip lengths shall be kept to a minimum. In no event shall Service be scheduled such that a passenger is forced to remain on the Service Vehicle for more than 59 minutes from the scheduled pick-up point to the scheduled drop-off point.

5. Complaints

Complaints shall be resolved as soon as possible but no later than two business days after the complaint was received. In the event that a complaint is received by Contractor, Contractor shall notify Contract Manager within one business day regarding the nature of the complaint received and within three business days regarding the Contractor's recommended action for resolving and preventing future such complaints.

Repeated and substantiated complaints of the same type may result in the assessment of liquidated damages and potentially the termination of the Contract.

6. Road Calls

In the event of an In-Service breakdown of a Service Vehicle, the maximum response time for the substitute Service Vehicle to reach the patrons of the failed Service Vehicle shall be 30 minutes. All breakdowns shall be handled to ensure maximum availability of Service Vehicles.

Replacement Service Vehicles and/or drivers shall continue Service within 30 minutes. Replacement Service Vehicles shall be ADA-compliant. Failure to provide a replacement Service Vehicle and/or driver will be a material breach of contract and may be caused to terminate this Contract.

County reserves the right to establish additional criteria regarding the reliability of the response in the event of an In-Service Vehicle breakdown.

7. County Service Vehicles

If the Contractor has knowledge that any County Service Vehicle herein described will be non-operational for a period of more than 48 hours during the term of this Contract, the Contractor shall notify Contract Manager and Contractor shall arrange for substitute equipment, (spare Service Vehicle) as approved by Contract Manager. The Contractor shall furnish a substitute Service Vehicle subject to all the conditions of the Contract.

If Contractor operates other Service Vehicles, equipment, or facilities in conjunction with providing other services to be covered under this Contract, which have excess capacity, Contractor may utilize said Contractor-Provided Service Vehicles, equipment, and facilities to partially or completely satisfy this Contract's requirements, except said Contractor-Provided Service Vehicles, equipment, and facilities shall meet all applicable provisions of this Contract and shall not create unreasonable inconvenience to the patrons to be served under this Contract, including, but not limited to, applicable provisions herein regarding response times to requests for service. Any such Contractor-Provided Service Vehicle shall be acceptable to Contract Manager.

Contractor shall track trip request turndowns, on-time performance, and scheduled pick-up time versus actual pick-up time. This information shall be forwarded to Contract Manager upon request.

Q. 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 Service Vehicles in a manner described by the County Sheriff or local police. In addition, Contractor shall notify Contract Manager the same business day of the request to alter deployment of any Service Vehicle.

R. Special Service Operation to Support a Non-emergency

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

S. 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 the County and the State of California at reasonable times during normal working hours.

Contractor shall maintain and make available to the County, and/or appropriate State agencies, records pertaining to said Service in accordance with the State Uniform System of Accounts 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 the 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. Reports shall be in the format provided by the County in Exhibit J-R. If a report format is not provided by the County, the 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 Service Vehicle fleet number, mileage ("begin" and "end" odometer), time of departure and the time of arrival at time points, the number of passengers that boarded each Service Vehicle, the amount of revenue collected on each Service Vehicle, and the number of wheelchair boardings. The report shall be on a Service Vehicle and trip-by-trip basis for each Service Vehicle (Exhibit R, Daily Transportation Trip Sheet). The report shall be compiled for the period of a month and shall include a summary thereof. The summary shall include an indication of average daily passengers and passengers per hour. The summary shall indicate any trips that departed early or late in a format approved by County.

b. Monthly Service Reports

Contractor shall submit to the County a report indicating the actual number of Revenue Hours, Revenue Miles, total Service Vehicle Hours, total Service Vehicle Miles operated, safety/security incidents and fuel used (type and amount per Service Vehicle).

c. On-Time Service Report

Contractor shall submit a report on Service Vehicle on-time performance. The report shall include as a minimum a trip-by-trip Service Vehicle dwell time and on-time performance. Information shall be compiled and provided for each Service Vehicle on a daily basis for each monthly period and shall include a summary thereof. The report shall include date, patron's name, address, scheduled pickup, actual pickup, and in the window (Y/N). The summary report shall include total number of trips on time, total late trips, total early trips, and the on-time performance ratio.

d. Reservation Telephone Reports

Contractor shall submit to County a monthly telephone log of the patron reservation system. This report shall include, as a minimum, the name of the patron, the date of the call, the time of day the call was received, the wait time on hold before the call was answered (remained in the wait queue) and the total length of time of the call once contact was made with a dispatcher. Information shall be compiled and provided on a daily basis for each monthly period and shall include a summary thereof.

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

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

f. Weekly Maintenance Inspection Report

A report of the weekly maintenance inspections, which supplement the daily pre- and post-trip inspections, shall be kept by Contractor as well as being submitted to the County. The Weekly

Maintenance Inspection Reports shall be retained on file by the Contractor for a minimum of three years after Contract expiration/termination/suspension.

g. Missed Trip Report

A trip is considered missed when the Contractor fails to pick up the scheduled rider. A summary report of missed trips for the month shall be submitted. The explanation for the missed trip(s) shall be specified, along with the dates and times, the Service Vehicle and trip number, and the affected total revenue miles and hours.

h. California Highway Patrol Reports

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

i. Passenger Complaint Reports

Project Manager shall document passenger concerns, problems, and complaints and describe any action taken to resolve these issues. Copies of said documentation shall be submitted to Contract Manager by the business day following identification of the problem or receipt of any passenger complaint. Contractor shall submit to Contract Manager a summary of passenger problems, concerns, and complaints no later than the 15th day of the following month. In the event that there were no passenger problems, concerns, or complaints received for the previous month, a written statement of this fact may be submitted to the County in place of a monthly report no later than the 15th day of the following month.

j. Operational Problems, Safety Concerns, and Deficiencies

Any unlawful or unusual problems or complaints, including any related to safety or serious operational deficiencies, shall be reported to Contract Manager by telephone within 1 hour of its occurrence.

In addition, Contractor shall submit a written report to Contract Manager describing any operational problems or complaints and action taken within two business days following identification of such problems or complaints.

k. Accident/Incident Data Reports

Contractor shall submit a monthly summary report of all accidents (collision and noncollision) involving Service Vehicles. The monthly summary shall include the date, Service 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 Service Vehicle miles. Within 24 hours of an accident or incident involving a Service Vehicle or passengers, Contractor shall provide a written report 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 Service Vehicle, person, and/or object.
- ii. Passenger accidents, including falls while passengers are entering, occupying, or exiting the Service Vehicle.
- iii. Passenger disturbances, fainting, sickness, deaths, assaults, etc.
- iv. Any accidents witnessed by the 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).
- viii. After each traffic accident or incident involving a County Service Vehicle, Contractor shall complete Exhibit L.1, Public Works Vehicle Accident or Incident Form. The form shall be submitted to Contract Manager within one business day along with any other supporting information about the Service Vehicle accident or incident (e.g., driver's statement, police report, etc.).

I. National Transit Database Reports

Contractor will partner with the County in collecting data, reporting and submitting the annual NTD report. On a monthly basis, the Contractor will be required to collect NTD data/reports electronically, on the form

provided in Exhibit Q, NTD Paratransit Annual Summary Report. Contractor will provide County with an accurate and complete annual summary of paratransit data in Exhibit Q. This data will be used for the annual NTD report to the Federal Transit Administration (FTA). 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 NTD Paratransit Annual Summary Report.

m. 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 three years after contract expiration/termination/suspension.

n. 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 records and subsequent reports shall be prepared in accordance with 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. These reports shall also include copies of the completed oil analysis for engine oil and transmission oil in accordance with the service vehicle mileage requirements stated in Exhibit M. 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/suspension.

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.

T. Controlled Substance and Alcohol Testing

Contractor shall implement, as a minimum, the Controlled Substance and Alcohol Testing Program as specified in Exhibit O, Controlled Substance and Alcohol Testing Program, as may be required by rules and regulations issued by the United States Department of Transportation (DOT) and described in Title 49, Code of Federal Regulations (CFR), Part 655, "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations" and Part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs. Contractor's policies may supersede policies specified in Exhibit O 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. Such reports shall be submitted to County within 15 calendar days after the end of the quarter.

U. Transit Security Plan

Safety and anti-terrorist preparations on public transit systems are a priority. 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, 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 FTA, in response to the Office of Homeland Security, has undertaken a series of major steps to help prepare the transit industry to counter terrorist threats by providing direct assistance to transit agencies throughout various on-site programs. FTA's website (<http://transit-safety.volpe.dot.gov>) contains the background of this program and information to assist transit agencies in developing their Transit Security Plans (TSP).

The TSP shall meet the Transportation Security Administration (TSA)/FTA's Security and Emergency Management requirements as indicated in the TSA website (http://www.tsa.gov/assets/pdf/mass_transit_action.items.pdf).

The Contractor is also encouraged to refer to the FTA's Transit Agency Security and Emergency Management Protective Measures report available on the FTA website (<http://www.fta.dot.gov/documents/protectivemeasures.pdf>). This document has been developed by the FTA, in consultation with the Department of Homeland Security's TSA and Office of Grants and Training and the American Public Transportation Association. It replaces the prior document entitled, FTA 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 TSP will be negotiated with the Contract Manager to ensure that the County's needs are adequately addressed. The final approved TSP will be attached as Exhibit P to this Contract.

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 these services in a legally established area appropriate for type of debris being disposed. Disposal shall be at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains, 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 may use local sales tax funds in accordance with Los Angeles County Metropolitan Transportation Authority's guidelines for the Proposition A Local Return Program to finance this Service. Other sources of funds, such as FTA, may also be used. 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. Nonconflict with Local, State, and Federal Laws/Requirements

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, DOT, or other applicable laws, rules, regulations, directives, or ordinances.

Y. Responsibilities of the Contractor

The Contractor shall maintain a staff with a minimum of three years of experience providing paratransit services for governmental or social service agency(ies). Subcontracting is not allowed to meet this requirement.

Z. Permits/Licenses/Certification

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 N.7, Maintenance Personnel.

At least one of the Contractor's Maintenance Technicians must be certified in the EPA Section 609 Refrigerant Recycling and Recovery or the equivalent ASE vehicle air conditioning system.

Contractor shall provide proof of the required Section 609 Refrigerant Recycling and Recovery certifications to County prior to Contract award.

AA. Utilities

The County will not provide utilities.

BB. Service Modification

The County has established Service areas and schedules as described in Exhibits G.1, Service Requirements and Area Maps. If the Contract Manager determines that the Service may be improved by revisions to scheduling, vehicle assignment, fleet size, or areas served, the Contract Manager and Contractor shall plan and institute such changes jointly within the terms 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.

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. Incentives

The following incentives are to be applied to the Contractor when found in compliance:

Ridership Productivity

1. An incentive payment of \$500 will be paid to the Contractor for each calendar month the average passenger per hour level of Service (total passengers/total revenue hours) exceeds 3.5 passengers per hour.
2. An incentive payment of an additional \$500 for a total of \$1,000 will be paid to the Contractor for each calendar month the average passenger per hour level of Service (total passengers/total revenue hours) exceeds four passengers per hour.

EE. Liquidated Damages

1. In any case of the Contractor's failure to meet 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; and
 - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
3. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the following sums if the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.
- a. Ridership Productivity
 - i. In the event Contractor fails to meet the average monthly passenger per hour level of Service of three passengers per hour, Contractor may be assessed liquidated damages in the amount of \$500 per month.
 - ii. In the event Contractor fails to meet the average monthly passenger per hour level of Service of two and a half passengers per hour, Contractor may be assessed liquidated damages in the amount of \$1,000 per month.
 - b. On-Time Performance

In the event the Contractor fails to meet an on-time performance level of 95 percent in any month, Contractor may be assessed liquidated damages in the amount of \$500 per month. Should on-time performance fall below 90 percent, Contractor may be assessed liquidated damages in the amount of \$1,000 per month.

Should on-time performance fall below 85 percent, Contractor may be assessed liquidated damages in the amount of \$2,000 per month.

The maximum monthly amount assessed for on-time performance will be limited to the amount of the lowest level not achieved for the monthly period.

c. Length of Rides

If the Contractor fails to disembark a rider at the scheduled destination within 59 minutes from the rider embarking, Contractor may be assessed \$200 per occurrence up to a maximum of \$1,000 per month.

d. Valid Complaints

In the event of any valid passenger's complaint, the liquidated damages shall be \$250 per complaint, up to a maximum of \$2,000 per month. The County and the Contractor shall jointly determine which complaints are valid, (i.e., as a result of the Contractor's actions which could have reasonably been prevented). However, the final decision on the validity of any passenger complaints shall rest with the Contract Manager.

e. Repeated Patron Valid Complaints

In the event of repeated (three or more) valid complaints concerning the same passenger over a six-month period (e.g., their reservation was misplaced, their length of ride was greater than 59 minutes, the wait time past their scheduled pickup was greater than our permitted window of 20 minutes) or valid passenger complaints on the same item repeated (item occurred repeatedly to three or more passengers) over a 6-month period, liquidated damages shall be \$250 per complaint, up to a maximum of \$2,000 per month. The County and the Contractor shall jointly determine which complaints are valid (i.e., as a result of the Contractor's actions which could have reasonably been prevented). However, the final decision on the validity of any passenger complaints shall rest with Contract Manager.

f. Trips Not Made

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

g. Non ADA Compliant Vehicle

In the event Contactor replaces a Service Vehicle with a non-ADA compliant Vehicle, the liquidated damages will be \$500 for the first time and \$1,000 for each subsequent time during the life of this Contract.

h. Reporting

Contractor shall submit monthly reports, including boardings, ridership, on-time performance, driver logs, fuel data, maintenance, safety, and marketing activities in the form and number approved by Contract Manager within 15 calendar days after the end of each month unless more time is approved by Contract Manager. The NTD Paratransit Annual Summary Report, as described in this Contract, shall be submitted within the due date described. Liquidated damages of \$100 per calendar day may be assessed for late reports, up to a maximum of \$1,000 per month.

Monthly reports and the NTD Paratransit Annual Summary Report should be mostly free from errors. Liquidated damages of \$200 may be assessed for each report with more than 10 errors, up to a maximum of \$1,000 per month. The County and the Contractor shall jointly determine errors in reports. However, the final decision on the validity of any errors shall rest with Contract Manager.

i. Shutdown of Service Vehicles

If any Service Vehicle has been removed from Service, as a result of an "Unsatisfactory" rating by the CHP, Contractor may be assessed liquidated damages of \$250 per day per Service Vehicle up to a maximum of \$1,000 per Service Vehicle per month.

j. Preventive Maintenance

PMI shall be performed per the OEM and Exhibit M, Preventive Maintenance. PMI documents must be submitted monthly with the service invoice. Contractor shall also include copies of the completed oil analysis reports for engine oil and transmission oil in accordance with the service vehicle mileage requirements stated in Exhibit M. Inspections shall never exceed the specified intervals by 500 miles or more. Failure to meet any of these maintenance requirements may result in nonpayment of Service miles or hours operated by vehicles exceeding the PMI intervals or liquidated damages of \$500 per vehicle per day, whichever is higher, up to a maximum of \$5,000 per month.

k. Weekly Maintenance Inspections

The weekly maintenance inspections are called an "I" Service.

This "I" Service shall be performed per the OEM and Exhibit M, Preventive Maintenance. If the Contractor fails to meet this standard, 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 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 10-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, Contractor may be assessed liquidated damages of \$100 per Service Vehicle per Service day up to a maximum of \$1,000 per month.

m. Deficient Service Vehicle Condition

In the event any Service Vehicle is rejected by Contract Manager as a result of deficient mechanical condition, unacceptable Service Vehicle operating conditions as specified in this Contract, or unacceptable Service Vehicle appearance, \$250 per day per Service Vehicle in liquidated damages will be assessed until the condition is corrected to the satisfaction of Contract Manager, up to a maximum of \$1,000 per Service Vehicle per month.

If Contractor has documentation indicating that the condition of the Service Vehicle cannot be corrected due to the availability of parts or other reasons beyond the Contractor's control, then Contract Manager may waive the liquidated damages for the period of the excused delay.

n. Permanent Service Vehicle Rejection

In the event Contract Manager rejects any Service Vehicle permanently as a result of Service Vehicle condition, Contractor may be assessed \$250 per day per Service Vehicle, up to a maximum of \$1,000 per Service Vehicle per month, in liquidated damages until the Service Vehicle is replaced with one that is satisfactory to Contract Manager.

o. Vehicle Emissions (Engine Smog)

Each Service Vehicle shall fully comply with any and all applicable Federal, State, and local emissions rules, regulations, and requirements. If any Service Vehicle fails to pass its 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 a citation, the Contractor shall be liable for the citation as well as liquidated damages.

Contractor shall notify Contract Manager within one business day and provide Contract Manager with an action plan to verify and/or correct the deficiencies as well as a timeline for completing the action plan. If the Contractor is found to be in violation, the Contractor may 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, Contract Manager may waive the liquidated damages.

If the Contractor does not submit the required smog check certificates to Contract Manager biennially (every two years) within 30 days after State vehicle emissions testing has been performed, the Contractor will be assessed \$200 in liquidated damages per County Service Vehicle that was not or has not passed its smog check. The Contractor shall provide a spare Service Vehicle at no charge to the County if the County has to take a County Service Vehicle to have an emission check performed or make repairs to the vehicle before passing a smog check.

p. Violation of Subcontracting of Maintenance

In the event that the Contractor is either performing maintenance and/or subcontracting maintenance in violation of this Exhibit's Section G, Vehicle Storage, Maintenance, and Fueling Facilities, as determined by Contract Manager, 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.

q. Storage of County Service Vehicles

If Contractor fails to store County Service Vehicles in accordance with this Contract, 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.

r. Implementation of Dispatch Software and Advanced Vehicle Electronics

If Contractor fails to implement the required fully operational comprehensive and integrated AVI and dispatch system with the required elements of Service Vehicle-installed MDT's, Service Vehicle-installed AVL or Service Vehicle-assigned mobile AVL units; and/or fails to use the system and train the personnel within the time periods allotted within this Contract, Contractor may

be assessed, \$200 in liquidated damages per business day after the deadline, up to a maximum of \$2,000 per month.

s. Implementation of E-mail and Internet Access

If Contractor fails to implement Internet access and e-mail and 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 F, Equipment, Contractor may be assessed \$100 in liquidated damages per business day after the deadline, up to a maximum of \$1,000 per month.

t. Service Vehicle Warranty

If due to the Contractor's negligence of Service Vehicle preventive maintenance program, as determined by Contract Manager, any warranty coverage of the County Service Vehicles is lessened or invalidated, and/or warranty items are not covered due to neglect, liquidated damages of at least 50 percent and up to 100 percent of the cost to repair each item may be assessed.

u. Operating Outside of Service Areas

If a Service Vehicle is operated outside of its assigned Service area as specified in this Contract and without prior approval from the County, Contractor may be assessed, liquidated damages of \$100 per occurrence per Service Vehicle, up to a maximum of \$1,000 per Service Vehicle per month.

v. Controlled Substance and Alcohol Testing

Contractor shall report the results of random testing and other associated tests to the County on a quarterly basis on the form shown in Exhibit O, Controlled Substance and Alcohol Testing Program Quarterly Report. All reports shall be submitted to the County within 15 days after the end of each quarter.

Liquidated damages of \$100 per calendar day (including nonbusiness days, weekends, and holidays) up to a maximum of \$1,000 per month may be assessed for late reports.

w. Maintenance Personnel

All maintenance on Service Vehicles shall be performed by an ASE and/or EPA Section 609 Refrigerant Recycling and Recovery certified personnel as specified in this Exhibit. If maintenance personnel are not certified, liquidated damages of \$500 per

maintenance employee per month may be assessed, up to a monthly maximum of \$1,000.

x. Unresolved Vehicle Claims

If a settlement is not made within 90 calendar days of the date of loss date of loss 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 F.2, General Terms for Paratransit Vehicles, Contractor may be assessed liquidated damages in the amount of \$1,000 per week, up to a maximum of \$4,000 per month. Liquidated damages shall begin 120 calendar days after the date of loss. 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.

y. Misuse of County Service Vehicles

County Service Vehicles are to be used to provide Service as specified in this Exhibit. The County will determine if any County Service Vehicle is being misused. If the County is made aware that, a County Service Vehicle is used for purposes other than the specified Service or if the Service Miles for any County Service Vehicle exceeds Revenue Miles by at least 25 percent in any calendar month, the County may assess liquidated damages of \$1,000 per month per occurrence.

z. Service Vehicle Transfer Audit

At the discretion of the County, the Contractor may be required to transfer County Vehicles to another Service Contractor. The Contract Manager may schedule a pretransfer inspection and a transfer inspection. The Contractor assuming responsibility for the Service (new Contractor) shall conduct both inspections. The Contractor shall have appropriate staff on-site to review work identified. It is the responsibility of the Contractor to ensure that County Vehicles are in good mechanical condition and have good/clean appearances. The Contractor shall ensure all items listed in Exhibit K, including each vehicle's brakes and tires, meet specified minimums. Any and all mechanical defects identified during the pre-transfer and the transfer inspections are the responsibility of the Contractor. PMI shall be current. PMI records of County Vehicles are County property and shall be turned over to the new contractor by the Contractor. One week after the completion of the transfer of service, liquidated damages in the

amount of \$100 per County Vehicle per week may be assessed for PMI records that are not provided by the Contractor for any County Vehicle.

Repairs identified during these inspections not made by the Contractor shall be performed by the new contractor. The Contract Manager will review and validate repair costs (including internal and external body damage, preventive maintenance that was not performed as required and other vehicle repairs). To recover the cost of repairs and/or maintenance of County 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, 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.

aa. 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, \$250 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, up to a maximum of \$1,000 per Service Vehicle per month.

bb. 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.

cc. Advanced Vehicle Locators 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, lost, or stolen, the Contractor may be assessed \$50 in liquidated damages per AVL device per Service day after the two-week period following date of loss/damage

(unless additional time is approved by County for unforeseen circumstances), until the AVL device is replaced, up to a maximum of \$1,000 per month.

dd. Timely Repairs to County-Provided Service Vehicles

If a County-Provided Service Vehicle is removed from revenue service or is not able to operate in revenue service, as a result of needed repairs, for more than 15 continuous service days or more than 20 service days within a two-month period, the Contractor may be assessed liquidated damages in the amount of \$500 per day, per service vehicle, up to a maximum of \$2,500 per service vehicle per month, until the condition of the County-Provided Service Vehicle is corrected to the satisfaction of the County.

If Contractor has documentation indicating that the condition of the County-Provided Service Vehicle cannot be repaired due to the unavailability of parts or other valid reasons beyond the Contractor's control, then the Contract Manager may waive the liquidated damages.

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

FF. Contractor's Quality Control Plan

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:

- a. It shall specify the activities to be evaluated on either a scheduled or an unscheduled basis, how often these evaluations shall take place and the title of the individual(s) who will be responsible for evaluating.
- b. The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- c. 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.
- d. The methods for continuing service to the County in the event of a strike involving the Contractor's employees.
- e. Control system in place to prevent vehicle loss.

SCHEDULE OF PRICES
(FORM PW-2)

[TO BE DETERMINED]

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 any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
A. SCOPE OF WORK				
1. Ridership Productivity	a. Contractor fails to meet the average monthly passenger per hour level of Service of 2.5 passengers per hour. b. Contractor fails to meet the average monthly passenger per hour level of Service of 2.0 passengers per hour.	\$500 per month \$1,000 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. On-Time Performance	a. Contractor fails to meet an on-time performance level of 95 percent in any month. b. Contractor fails to meet an on-time performance level of 90 percent in any month. c. Contractor fails to meet an on-time performance level of 85 percent in any month.	\$500 per month \$1,000 per month \$2,000 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Length of Rides	Contractor fails to disembark a rider at the scheduled destination within 59 minutes from the rider embarking.	\$200 per occurrence up to a maximum of \$1,000 per month.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Valid Complaints	Any valid passenger's complaint as a result of the Contractor's actions which could have reasonably been	\$250 per complaint, up to a maximum of \$2,000 per month.	<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 any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
	prevented.			
5. Repeated Patron Valid Complaints	Any repeated (three or more) valid complains concerning the same patron over a six month period.	\$250 per complaint, up to a maximum of \$2,000 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Trips Not Made	Any scheduled trip is not made.	\$250 per trip, up to a maximum of \$2,000 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. Non-ADA Service Vehicle	Contractor replaces a Service Vehicle with a non ADA-compliant Service Vehicle.	\$500 for the first occurrence and \$1,000 for each subsequent occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
8. Reporting	Contractor fails to submit monthly reports and the NTD Paratransit Annual Summary Report as described in this Contract within the due date described; Submitted reports should be mostly free from errors.	\$100 per late report per calendar day, up to a maximum of \$1,000 per month; \$200 per report with more than 10 errors, up to a maximum of \$1,000 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
9. Shutdown of Service Vehicles	Service Vehicle removed from Service as a result of an unsatisfactory rating by the CHP.	\$250 per day per Service Vehicle, up to a maximum of \$1,000 per Service Vehicle per month	<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 any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
10. Preventive Maintenance	Failure to meet standard per the OEM and Exhibit M, Preventive Maintenance.	Nonpayment of Service miles or hours operated by vehicles exceeding the PMI intervals or liquidated damages of \$500 per Vehicle per day, whichever is higher, up to a maximum of \$5,000 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
11. Weekly Maintenance Inspections	Failure to meet Weekly Maintenance Inspection standard.	\$200 per Service Vehicle per Service day up to a maximum of \$2,000 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
12. Daily Vehicle Inspection (DVI) Reports	Failure to perform a satisfactory DVI (pre-trip and post trip).	\$100 per Service Vehicle per Service day up to a maximum of \$1,000 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
13. Deficient Service Vehicle Condition	Rejection of Service Vehicle as a result of deficient mechanical condition or unacceptable Service Vehicle appearance.	\$250 per day per Service Vehicle up to a maximum of \$1,000 per Service Vehicle per month	<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.
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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 any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
14. Permanent Service Vehicle Rejection	Service Vehicle is rejected permanently by Contract Manager as a result of Service Vehicle condition.	\$250 per day per Service Vehicle up to a maximum of \$1,000 per Service Vehicle per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
15. Vehicle Emissions (Engine Smog)	a. Service Vehicle fails to pass a smog test, receives a complaint, or is cited for engine emissions violation. b. Contractor does not submit the required smog check certificates to Contract Manager biennial within 30 days after State vehicle emissions testing has been performed.	\$500 per cited Service Vehicle \$200 per Service Vehicle that has not passed its smog check	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
16. Violation of Subcontracting of Maintenance	Contractor is either performing maintenance and/or subcontracting maintenance in violation of Exhibit A Section E, Vehicle Storage, Maintenance, and Fueling Facilities.	\$1,000 per Service Vehicle per day, up to a maximum of \$4,000 per Service Vehicle per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
17. Storage of County Service Vehicles	Failure to store County Service Vehicles in accordance with this Contract.	\$200 per Service Vehicle per Service day, up to a maximum of \$2,000 per Service Vehicle per month	<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 any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
18. Implementation of Dispatch Software and Advanced Vehicle Electronics	Contractor fails to implement the required fully operational comprehensive and integrated Advanced Vehicle Information and dispatch system.	\$200 per business day after the deadline, up to a maximum of \$2,000 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
19. Implementation of E-mail and Internet Access	Failure to implement Internet access and e-mail, use/maintain the system, train the personnel within the time periods allotted as specified in Exhibit A, Section D.	\$100 per business day after the deadline, up to a maximum of \$1,000 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
20. County Service Vehicle Warranty	Any warranty coverage of the County Service Vehicles is lessened or invalidated, and/or warranty items are not covered due to neglect.	At least 50 percent and up to 100 percent of the cost to repair each item	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
21. Operating Outside of Service Areas	Service Vehicle is operated outside its assigned Service area as specified in this Contract without prior approval from County.	\$100 per occurrence per Service Vehicle, up to maximum of \$1,000 per Service Vehicle per month	<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 any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
22. Controlled Substance and Alcohol Testing	Report results of random testing and other associated tests to County on quarterly basis on form shown in Exhibit Q. Submit the form to the County within 15 days after the end of the quarter.	\$100 per calendar day, up to a maximum of \$1,000 per month for late reports	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
23. Maintenance Personnel	Training and/or ASE H-4 Transit Bus Brake test certified and Section 609 of the Clean Air Act certified as specified in Exhibit A, Section L.7.	\$500 per maintenance employee per month up to a monthly maximum of \$1,000	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
24. Unresolved Service Vehicle Claims	Settlement is not made within 90 calendar days of the date of loss.	\$1,000 per week, up to a maximum of \$4,000 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
25. Misuse of County Service Vehicles	Evidence of misuse or if Service Miles for any County Service Vehicle exceeds Revenue Miles by at least 25% in any calendar month.	\$1,000 per month, per occurrence	<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 any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
26. Service Vehicle Transfer Audit	Failure to provide a satisfactory Service Vehicle transfer per Exhibit A, Section CC. z., of this Contract for any County Service Vehicle, beginning one week after the completion of the transfer of service.	May include \$100 per County Service Vehicle per week for late PMI records, up to two monthly Service invoice payments for outstanding costs. If not sufficient, then County will invoice the Contractor for the difference	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
27. Health, Safety, and Comfort	Wheelchair ramp/lift, air conditioning, and/or heating system failure while in service.	\$250 per day per Service Vehicle, up to a maximum of \$1,000 per Service Vehicle per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
28. 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.	Equal to the fine(s) charged to the County by a regulatory or governmental agency	<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.
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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 any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
29. AVL Devices	If the AVL device is damaged, removed, lost, or stolen.	\$50 per AVL device per Service day after the two-week period following date of loss/damage until the AVL device is replaced, up to a maximum of \$1,000 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
30. Timely Repairs to County-Provided Service Vehicles	Failure to repair County Service Vehicles in a timely manner to maintain proper operating and appearance standards.	\$500 in per Service Vehicle per Service day, up to a maximum of \$2,500 per Service Vehicle per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

Service Requirements and Area Maps

Passenger operating hours of Service shall be from 7 a.m. to 5 p.m., Monday through Friday, 8 a.m. to 4 p.m. on Saturday, and 9 a.m. to 3 p.m. on Sundays (to support the stated Service hours vehicles may be dispatched up to one hour before the daily start times and return up to one hour after the end of daily Service). Operating hours of Service may be revised to meet the changing needs of the communities. This will be done through a 30-calendar day written notice from Director to Contractor.

Service will not operate on the following major holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

A minimum of 24 hours advance reservation shall normally be required to schedule rides and permit staff to ask patrons to specify whether a lift-equipped vehicle is required; however, same day Service will be provided subject to availability and vehicle capacity.

Every effort will be made to pick up patrons not earlier than five minutes before and not later than 15 minutes after the scheduled pickup time. Contractor shall provide backup Service to patrons in emergency situations when deemed necessary by Contractor to satisfy needs and avoid disruption of normal Service, at no additional cost to County. Group rides shall be emphasized and encouraged.

Service shall be restricted to eligible elderly persons (60 years and older) and persons with disabilities and their escorts. Persons with disabilities are persons who by reason of physical or mental disabilities cannot reasonably use conventional transportation. The County and the Contractor shall determine eligibility of patrons and the Contractor shall maintain appropriate records (including Applications for Eligibility, Roster of Eligible Riders, etc.) and shall screen incoming calls for Service against such roster to ensure that only eligible patrons use this Service. Director will review and, if appropriate, approve the Contractor's methodology for determining eligibility.

Service Areas

The Service area is divided into the following five (5) unincorporated County areas:

- Avocado Heights, Bassett, and Hacienda Heights
- Surrounding the City of Whittier
- South San Gabriel
- Surrounding the Cities of Covina, West Covina, and La Puente
- Rowland Heights

EXHIBIT G.1

The service areas are identified on the maps listed in this Exhibit G.1. Service shall be provided for the residents in those unincorporated County areas. Initial residential pickups shall occur in County unincorporated areas only, identified on the maps in this Exhibit G.1.

Eligible destinations for each of the five Service areas are those within each unincorporated County area and up to three miles outside the area as identified on the maps in this Exhibit G.1. Trips beyond this three-mile limit, except for reasonable limited local community medical appointments and for the destinations indicated below require pre-approval of the Contract Manager. This pre-approval will be provided by e-mail from the Contract Manager to the Contractor.

Service may be provided to facilities beyond the defined Service area as follows:

Unincorporated Whittier Area

- Kaiser Downey, 9333 Imperial Highway, Downey, CA.

Rowland Heights

- Queen of the Valley Hospital, 1115 Sunset Avenue, West Covina, CA.
- St Jude Medical Center, 101 East Valencia Mesa Drive, Fullerton, CA.
- Whittier Presbyterian Intercommunity Hospital, 12401 Washington Blvd, Whittier, CA.
- Kaiser Baldwin Park, 1011 Baldwin Park Blvd. Baldwin Park, CA.
- Kaiser West Covina, 1249 South Sunset Ave. West Covina, CA.
- Medical Appointments within the City of Whittier, CA.

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WHITTIER, ET AL PARATRANSIT SERVICE AREA MAPS

- Avocado Heights, Bassett, and Hacienda Heights
- Rowland Heights
- South San Gabriel
- Surrounding the Cities of Covina, West Covina, and La Puente
- Unincorporated Whittier

HACIENDA HEIGHTS UNINCORPORATED AREA

HACIENDA HEIGHTS DESTINATION SERVICE AREA

Hacienda Heights, Avocado Heights, Bassett Unincorporated County, Dial-A-Ride Service Area

EXHIBIT G.1



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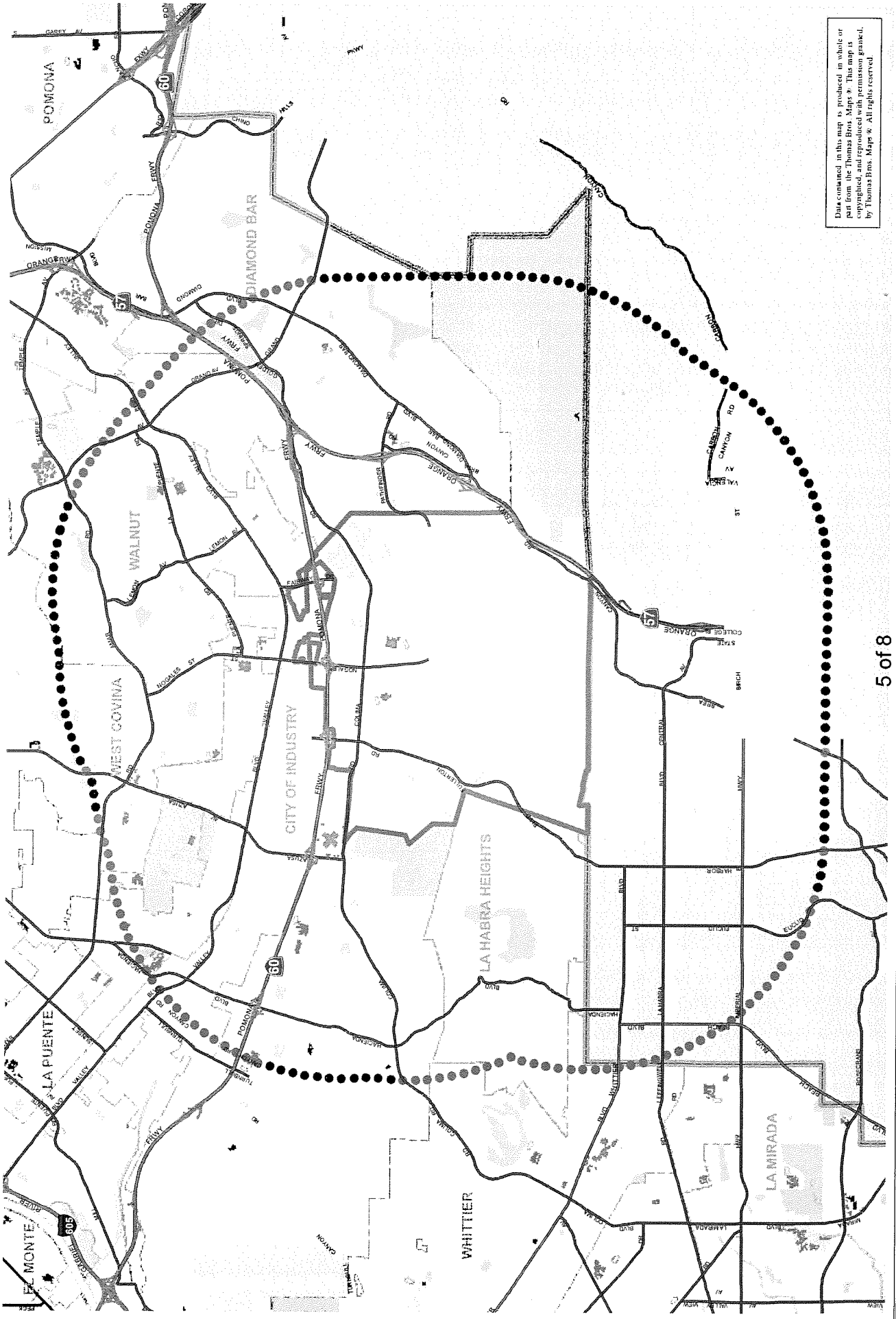


ROWLAND HEIGHTS UNINCORPORATED AREA

ROWLAND HEIGHTS DESTINATION SERVICE AREA

Rowland Heights

Unincorporated County, Dial-A-Ride Service Area



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SOUTH SAN GABRIEL UNINCORPORATED AREA

SOUTH SAN GABRIEL DESTINATION SERVICE AREA

Unincorporated South San Gabriel

Unincorporated County, Dial-A-Ride Service Area

EXHIBIT G.1



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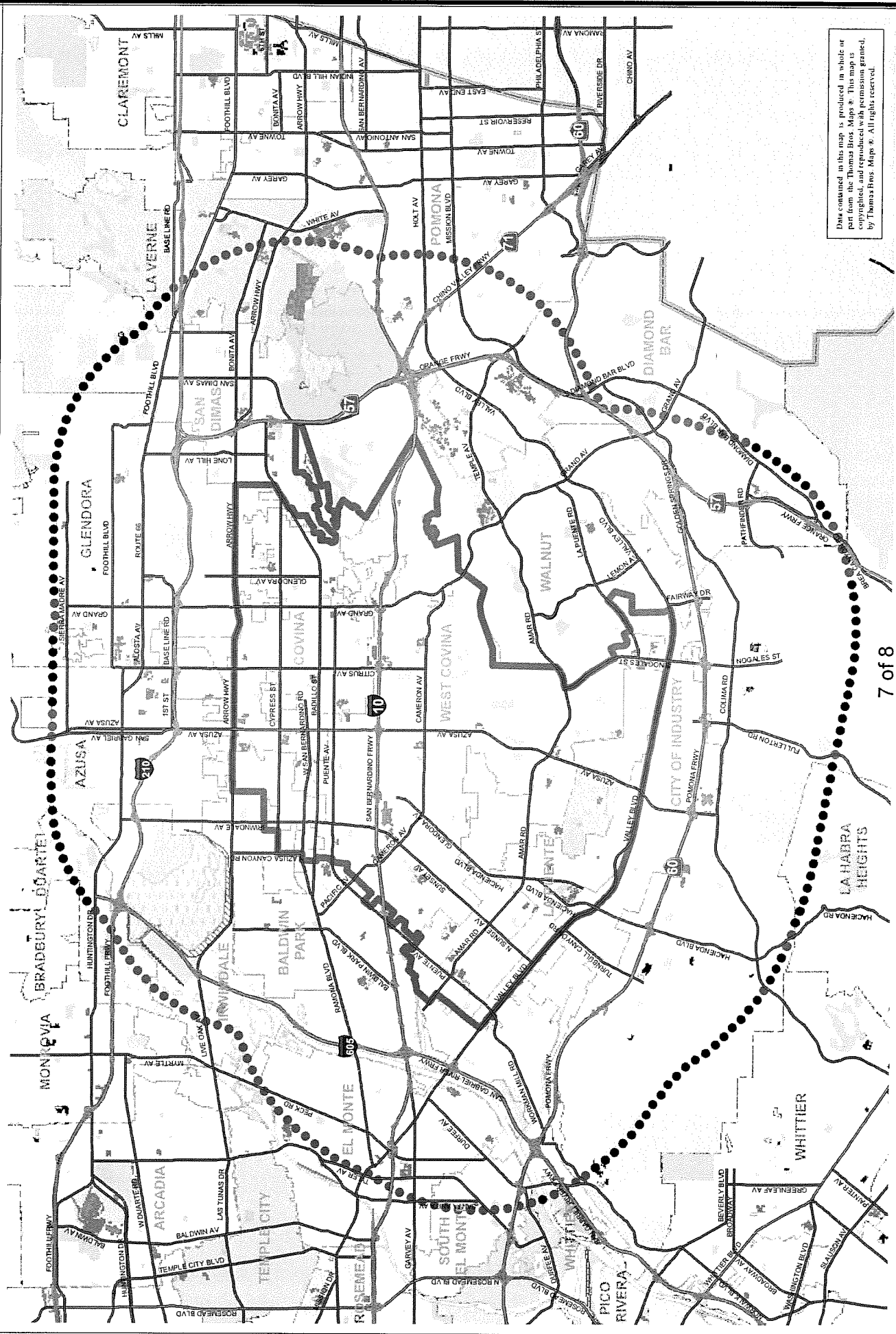


COVINA, WEST COVINA, LA PUENTE UNINCORPORATED AREA
COVINA, WEST COVINA, LA PUENTE DESTINATION SERVICE AREA

Unincorporated Areas of Covina, West Covina, and La Puente

Unincorporated County, Dial-A-Ride Service Area

EXHIBIT G.1



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WHITTIER UNINCORPORATED AREA

WHITTIER DESTINATION SERVICE AREA

Unincorporated Whittier

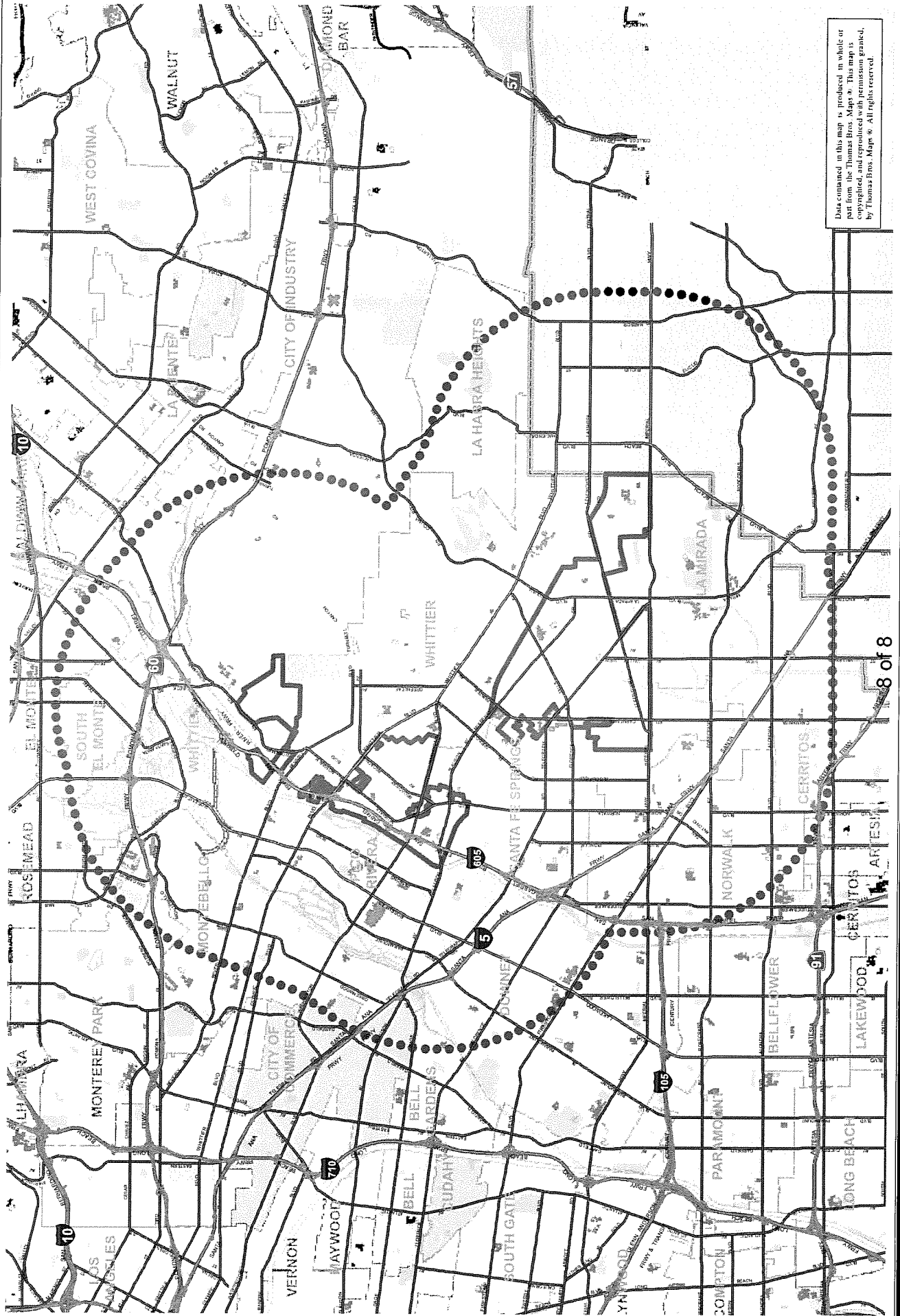
Unincorporated County, Dial-A-Ride Service Area

EXHIBIT G.1



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COUNTY-PROVIDED SERVICE VEHICLES**WHITTIER, ET AL. PARATRANSIT SERVICE****Delivered to Contractor at Start of the Contract**

VEHICLE	I.D.	MAKE	MODEL	YEAR	SEATING	MILEAGE As of 6/1/17	VIN #	FUEL
1	L106	Mobility Ventures	MV-1	2016	3 + 1 wheelchair	100	57WMD2C67GM100273	Gasoline
2	L107	Mobility Ventures	MV-1	2016	3 + 1 wheelchair	100	57WMD2C67GM100516	Gasoline
3	L108	Mobility Ventures	MV-1	2016	3 + 1 wheelchair	100	57WMD2C68GM100217	Gasoline
4	L109	Mobility Ventures	MV-1	2016	3 + 1 wheelchair	100	57WMD2C68GM100234	Gasoline
5	L110	Mobility Ventures	MV-1	2016	3 + 1 wheelchair	100	57WMD2C69GM100081	Gasoline
6	L111	Mobility Ventures	MV-1	2016	3 + 1 wheelchair	100	57WMD2C6XGM100199	Gasoline
7	L112	Mobility Ventures	MV-1	2016	3 + 1 wheelchair	100	57WMD2C6XGM100381	Gasoline
8	L113	Mobility Ventures	MV-1	2016	3 + 1 wheelchair	100	57WMD2C6XGM100445	Gasoline
9	L204	Chevy	4500 GLAVAL TITAN	2010	12 + 2 wheelchair	171,345	1GB9G5AG0A1104709	Propane
10	L205	Chevy	4500 GLAVAL TITAN	2010	12 + 2 wheelchair	160,593	1GB9G5AGXA1104524	Propane

CONTRACTOR-PROVIDED SERVICE VEHICLE REQUIREMENTS

Section 1. Service Vehicle Information:

- A. The following Contractor-provided Service Vehicles will be assigned to operate the service routes and/or as spares to this Service:

CONTRACTOR'S UNIT NUMBER	DESCRIPTION				FUEL- TYPE
	Make	Model	Year	Seating	

- B. The Contractor-provided Service Vehicles and all of the Contractor's spare vehicles shall meet the terms specified in the Scope of Work and the details listed in the following pages of this Exhibit.
- C. The Contractor may substitute other services vehicles, as agreed upon in writing by the Contractor and the Contract Manager.

Section 2. Contractor-Provided Service Vehicle Specifications, for New or Used Service Vehicles:

Dial-A-Ride Vehicles

- Low floor Minivan, Type 4 such as a Chevy Uplander Braun, or approved equivalent with a County-approved wheelchair ramp
- Cutaway-type Vehicles, Type 2 such as a Chevy Glaval Titan, or approved equal with wheelchair lift or ramp
- Vehicles shall be 5 years old or newer, with no more than 150,000 miles (minivan)
- Vehicles shall be 7 years old or newer, with no more than 200,000 miles (cutaway)
- Cutaways to be low-emission gasoline or propane-powered (LPG)
- Cutaways to accommodate a minimum of 8 ambulatory passengers or 6 ambulatory passengers and two wheelchair passengers

EXHIBIT I.1

- Minimum 12,000 lbs. GVWR (cutaways)
- Folding seats to be provided in the wheelchair area (folding seats cannot be used while these locations are occupied by wheelchairs)
- Approximately 55,000 BTU passenger area air-conditioning system (cutaways)
- Approximately 24,000 BTU passenger area heater (cutaways)
- Backup alarm
- Ricon model S-2005 or an approved equivalent with a County-approved, fully automatic wheelchair lift to include: manual backup, handrails, California brake interlock, lift pad kit, lift lighting, fully compliant with current ADA requirements and regulations (cutaways)
- ADA-compliant securement system for two wheelchair passengers
- 10 lbs. ABC Fire Extinguisher, first-aid kit, reflector kit
- Inside and outside 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	_____	_____	_____

INTERIOR

Entry/Driver Area	_____	_____	_____
Windshield	_____	_____	_____
Floor/Aisle	_____	_____	_____
Seats	_____	_____	_____
Seat Backs	_____	_____	_____
Windows	_____	_____	_____
Lift or Exit Door Area	_____	_____	_____
Sidewall Panels	_____	_____	_____
Modesty Panels	_____	_____	_____
Stanchions/Grabrails	_____	_____	_____
Information Display Area	_____	_____	_____

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 _____



Exhibit L.1

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

On County-Owned Vehicles and Contractor-Provided and operated Service Vehicles the Contractor shall follow the Original Equipment Manufactures (OEM) required Preventive Maintenance Inspection (PMI) program, or the following, whichever is more stringent.

SECTION 1. EQUIPMENT

The preventive maintenance inspection services hereinafter referred to as PMI services, as described herein, shall be performed on the following County-Owned vehicles. These vehicles are gasoline-powered.

Fleet No.	Make and Year	Model	VIN
L-162	Chevrolet 2001	Venture/Ricon	1GNDX03E11D213979
L-177	Chevrolet 2001	Venture/Ricon	1GNDX03EX1D219487
L-189	Chevrolet 2008	Uplander/Braun	1GBDV13W18D153102
L-190	Chevrolet 2008	Uplander/Braun	1GBDV13W28D152721
L-191	Chevrolet 2008	Uplander/Braun	1GBDV13W48D151604
L-192	Chevrolet 2008	Uplander/Braun	1GBDV13WX8D150652
L-193	Chevrolet 2008	Uplander/Braun	1GBDV13W78D151144
L-194	Chevrolet 2008	Uplander/Braun	1GBDV13W48D150534
L-195	Chevrolet 2008	Uplander/Braun	1GBDV13W88D149631
L-204	Chevrolet 2010	4500 Glaval Titan	1GB9G5AG0A1104709
L-205	Chevrolet 2010	4500 Glaval Titan	1GB9G5AGXA1104524

SECTION 2. SERVICE PROVISIONS

PMI Services to be provided by Contractor shall consist of levels hereinafter referred to as "A," "B," "C," "J," and "I" PMI Services and shall be conducted at vehicle mileage or time intervals as described herein. All inspections and/or services shall be documented. Items identified as in need of correction or repair must be listed on each inspection or service.

Minivans:

A. PMI Service Sequencing

1. "A" Service occurs every 3,000 vehicle miles or 45 days, whichever occurs first. An "A" Service occurs as part of every "B" and "C" Service.
2. "B" Service occurs every 24,000 vehicle miles or 12 months, whichever occurs first. The "B" Service occurs as part of every "C" Service.
3. "C" Service occurs every 48,000 vehicle miles or bi-annually (every other year), whichever occurs first.
4. "J" inspection occurs every 45 days regardless of mileage.
5. "I" inspections occurs a minimum of once per week. More frequent "I" Service may be required by the County depending upon demonstrated vehicle reliability.
6. "DVI" Daily Vehicle Inspection Report. This is a legally required document prepared each day by the vehicle operator (driver) regarding the vehicle to be operated. A copy is to be retained by the Contractor maintenance shop and any repair work documented. This report requirement is explained in more detail in the "Operator Requirements" section of this document.

	<u>Service Miles</u>	<u>PMI Service</u>	<u>Service Includes</u>
45 Days maximum	3,000	A	J & I
12 Months maximum	24,000	B	A, J & I
2 Years maximum	48,000	C	A,B,J & I
45 Days maximum	45 Days Inspection	J	
Weekly maximum	Weekly Inspection	I	

Pre-trip and Post-trip inspection by the operator (driver) – Daily DVI

Note: PMI Service sequencing every 2 years or 48,000 vehicle service miles, whichever occurs first.

B. Scope of Service

Contractor shall perform (or cause to have performed) the following PMI Services on the County-owned Vehicles at or prior to the Service mileage/time sequencing identified in Section 'A', above.

C. Inspections/PMI Services**1. "A" Inspection (PMI) Service (3,000 miles or 45 days)**

(includes the following items, but not limited to)

- Change engine oil
- Replace engine oil filter
- Engine idle speed (check & adjust)
- Engine throttle linkage; check operation
- Check transmission fluid level
- Inspect driveline
- Driveline "u-joints", lubricate
- Inspect shock absorbers
- Check Front wheels for play – wheel bearings, ball joints and leaks
- Coolant, check and record protection and condition
- Pressure Test coolant system and radiator cap, check condition of hoses and clamps,
- Differential oil level, check
- Brake fluid level
- Battery(s) specific gravity; check
- Load Test battery(s)
- Clean battery terminal connections
- Test and Record Alternator Readings

- Inspect brakes for operation and wear. Record percentage of pad and/or lining remaining
- Inspect brakes, and adjust as necessary
- Measure and record tire tread depth
- Check and record tire pressures (including spare tire)
- Inspect tire rims and mounting
- Check tire rim mounting bolt torque
- Inspect tires, if irregular wear present perform alignment
- Check Steering for free play
- Check Steering fluid level
- Check steering box mounting
- Check steering box
- Check steering linkage, lubricate
- Road test for steering and suspension
- Accessory drive belt tension, measure and record
- Inspect accessory drive belts for wear and tension; record result
- Inspect exterior lamps for operation
- Inspect interior lamps for operation
- Inspect dash panel for 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 wheelchair ramp/lift for operation and adjustment; including the interlock device
- Clean and lubricate wheelchair lift

- Cycle wheelchair ramp/lift in manual (emergency) check hydraulic fluid level mode
- Inspect glazing for operation and cracks
- Operate emergency escape windows
- Inspect seats for damage, soiling
- Inspect floor covering and step treads for damage
- Measure and record A/C output temperature front and rear
- Test heating (front and rear) for output. Clean immediate area surrounding rear heater unit. (cutaway vehicles only)
- Inspect exhaust system, correct deficiencies
- Inspect fire extinguisher – charge and expiration
- Inspect other vehicle safety devices/equipment
- Inspect wiper, washer operation, fluid level
- Tire rotation
- Fluids spill kit

Plus other additional items as deemed appropriate.

2. "B" Inspection/Service (24,000 miles/12 months)

(included, but not limited to)

- "A" inspection; "J" inspection and "I" inspection
- Replace Engine air filter
- Replace Engine fuel filter
- Service Transmission, replace transmission filter
- Replace passenger compartment air filter
- Repack front wheel bearings
- Align front wheels

- Check front suspension and all shock absorbers

Plus other additional items as deemed appropriate.

3. "C" Inspection/Service (48,000 miles/Bi-Annual)

(included but not limited to)

- "A" Inspection
- "B" Inspection
- Engine coolant; replace
- Flush engine block and radiator
- Replace engine coolant thermostat
- Replace coolant hoses, clamps as necessary
- Replace radiator pressure cap
- Drain and refill differential
- Replace brake fluid

Plus other, additional items as deemed appropriate.

4. "J" Inspection ("45" day inspection/45-day cycle only)

(included, but not limited to)

- Legal requirements, 13 CCR 1232(b)
- Inspection must be maintained as a part of State law
- Brake inspection, record percentage of pad or linings remaining; adjust as necessary
- Inspect brake system for leaks, brake fluid level, add fluid as needed
- Inspect accessory drive belts for condition; measure belt tensions and record
- Inspect all hoses and lines for condition
- Inspect tires

- Inspect wheels and wheel mountings
- Inspect steering
- Inspect suspension
- Inspect vehicle safety devices
- Inspect vehicle safety equipment
- Inspect vehicle exhaust system
- Inspect vehicle wiper/washer operation/fluid level

Plus other additional items as deemed appropriate.

5. "I" Service level (minimum once per week)

Contractor shall perform the PMI Service level "I" in accordance with California Code Regulations Title 13, Section 1234(f) and California Vehicle Code Section 34500.

Contractor is responsible for and shall conduct an "I" Service at frequent intervals (minimum weekly) utilizing qualified maintenance personnel.

PMI Service Level "I" shall include, but not be limited to the following:

"I" Service (minimum weekly)

(included, but not limited to)

- Engine Drive belts – inspection
- Engine oil level
- Engine coolant level
- Transmission fluid level
- Interior lights
- Exterior lights
- Brake operation
- Parking brake operation
- Instrument cluster (gauge operation and lighting)

- Tire pressure to specification
- Front wheel bearings (leaks and/or play)
- Directional Signals and Flashers
- Horn operation
- "Back-up" alarm operation
- Door operation
- Wheelchair lift or ramp and the interlock operation
- Wheelchair lift or ramp operation
- Emergency escape window operation
- Wiper/washer operation
- Measure and record A/C output temperature for both the front and rear passenger air vents
- Check under vehicle for any fluid leaks
- Note any body damage
- Vehicle cleanliness interior/exterior

Plus other additional items as deemed appropriate.

6. "DVI" Daily Pre-trip/Post-trip Vehicle Inspection

- By operator (driver) of vehicle
- Required inspection. 13 CCR 1215 (a)/Section 34500 CVC
- Contractor shall cause assigned driver (operator) of revenue service vehicle to conduct a vehicle "Pre-trip" inspection of said vehicle prior to operating (driving) said vehicle "Post-trip" on a daily basis, signed by the assigned operator (driver) of the vehicle.
- The vehicle defect report is required as a matter of record, whether or not any defects are found

Note: This inspection is not a pure maintenance function inspection, but rather conducted by the operator (driver) of the vehicle. Further detail of the "DVI"

inspection is explained in the "operations" section of this document. Also under "Record Keeping Requirements."

D. Services Not Included

The following services shall be performed as part of the Contractor's regular maintenance. These items will be performed as necessary and may or may not be performed as part of the PMI Service:

- Tire repair and/or replacement.
- Non-PMI scheduled repairs except as covered by warranty.
- Mechanical failure and/or "Road Calls" except as covered under warranty.
- Damage to mechanical components due to abuse, vandalism or accident.
- Damage to body/cosmetic appearance.
- Vehicle washing and cleaning (exterior and interior).
- Replacing and/or Recharging the fire extinguisher/ fire extinguisher compliance.
- Fuel and labor required to transport vehicles to be serviced/repaired.

To the maximum extent possible, items shall be repaired or replaced and/or scheduled during routine PM maintenance to minimized vehicle downtime.

E. Parts Not Included In PMI Service (Contractor-Supplied)

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

- Head Lamps
- Clearance lamps
- Turn signal lamps
- Interior lamps
- Dashboard and all indicator lamps
- Windshield wiper blades
- Other consumables except as covered by warranty
- Fire Extinguisher

- Wheelchair tie-down belt replacements
- Tires
- Cleaning materials

F. Parts Included

The following parts shall be provided under either PMI Services or regular maintenance Services by Contractor (included, but not limited to):

Engine:

Oil filter(s)

- Air filter element
- Fuel filter element (both)
- Passenger compartment air filter
- Replacement oil
- Replacement coolant

Miscellaneous:

- Power steering fluid
- Brake fluid

Transmission:

- Oil filter(s)
- Replacement oil

Differential:

- Replacement oil

Wheel Bearing:

- Grease seals
- Grease

Lubrication grease

Silicone

Antifreeze

Battery water (distilled)

Battery terminal spray/protectant

Windshield washer fluid

A/C Compressor lube oil

Freon #R-134a refrigerant

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

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

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

SECTION 3. OIL ANALYSIS

Sample will be taken by Contractor utilizing County-approved personnel and a County-approved sample-taking process. Within one business day of taking the sample, sample must be delivered to a Director-approved analysis facility for processing according to the following schedule:

ENGINE OIL: Sample requirement is 500 miles prior to Each "A" service/inspection (every second oil change).

Transmission Oil: Sample requirement is 500 miles prior to every other "B" only (12- month) service/inspection. Not to exceed 24,000 miles.

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

Contractor shall provide or shall cause to have provided to Director 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 4. RECORDS

Individual PMI service records shall be maintained and retained by Contractor. The records shall be maintained in a manner consistent with California Highway Patrol terminal inspection requirements. Records shall be maintained for all "DVI," "I," "J," "A," "B," and "C" Inspection/Service plus any maintenance conducted or repairs made.

A copy of each PMI Services/repair activity shall be mailed to COUNTY at the following address:

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

Attention Transit Manager

SECTION 5. OIL/LUBRICANT SPECIFICATIONS

Contractor shall utilize the following oil/lubricant specifications while servicing the current Chevrolet Venture County-owned vehicles:

- Engine Oil: 5W-30 grade is preferred and 10W-30 grade is permitted API Energy Conserving -or- as superceded by the American Petroleum Institute.
- Transmission Oil: Dexron-III or as specified by the manufacturer
- Differential Oil: Hypoid Geor Lubricant SAE 80-or-9G
- Engine Coolant: DEX-COOL 50/50 Anti-freeze/distilled water or as specified by the manufacturer
- Refrigerant (A/C System): Compressor: "CELTIC" [(rotary) 'Sanden' type)],
- (Split system) Compressor Oil "PAG" (R-134a)
- Power Steering Fluid: GM Power Steering Fluid Part No. 1052884
- Brake Fluid: Delco Supreme 11 (GM Part No. 12377967) or equivalent DOT-3 Heavy Duty
- Chassis Lube: per manufacturer's specification
- Steering: per manufacturer's specification
- Engine Air Filter: per manufacturer's specification

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 and alcohol testing within two (2) hours of a traffic accident or incident giving rise to a suspicion of substance abuse

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

subcontractors' employees involved in a traffic accident while operating a Service vehicle within as short a time as possible following the accident and in no event to exceed three (3) hours thereafter.

Contractor shall make the necessary arrangements for and require substance abuse testing of all personnel, independent contractors' or subcontractors' employees servicing or operating a Service vehicle as to whom a report has been received from the public or from coworkers or supervisors as to involvement in a physical altercation, being verbally abusive or otherwise acting in a bizarre manner. Contractor shall make arrangements to provide for continued public transportation service prior to ordering the subject individual to report for drug testing, but shall make every effort to have the testing occur within three (3) hours of the reported incident.

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

All persons testing "positive" for controlled substance abuse or showing blood-alcohol concentration in excess of **0.04** percent shall be immediately suspended from servicing or operating Service vehicles pending review pursuant to the review procedure set forth herein below. In the absence of an overruling of the suspension pursuant to the review procedure, Contractor shall permanently prohibit these individuals from servicing or operating Service vehicles pursuant to this Contract.

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

3) Non-discretionary, Random Substance Abuse Testing

Contractor 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 twenty-five percent (25%) 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 (6) hours notice prior to his or her appointment for the test.

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

The testing shall be as to controlled substance abuse and/or blood-alcohol concentration as set forth in Subsection B.1. Upon evidence of a blood-alcohol level in excess of **0.04** percent or of the presence of any controlled substance in any tested individual, Contractor 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, Contractor 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

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

C. Institute A Review Procedure

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

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

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

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

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

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

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

The Board has absolute discretion to question of extenuating circumstances.

The Board shall vote on whether to sustain or overrule the prohibition intended to be imposed within one (1) week of the hearing. A two-thirds vote is required to overrule Contractor's intended work prohibition.

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

2. Confidentiality

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

3. Liability

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

**CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM
QUARTERLY REPORT**

Contractor: _____ **Reporting Period:** _____

Agreement/Contract No. _____ **Service:** _____

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) 979-5359

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

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 service 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

(Intentionally left blank)

EXHIBIT Q

Downloaded from <http://ajph.org/> at University of California, San Diego on June 11, 2015

RIDERSHIP INFORMATION

[illegible]

RIDERSHIP INFORMATION

[illegible]

- | | |
|-------------------------|-----|
| diesel fuel | DF |
| bio-diesel | BD |
| gasoline | GA |
| liquefied gas (propane) | LP |
| liquefied natural gas | LNG |
| methanol | MT |
| ethanol | ET |
| compressed natural gas | CNG |
| other | OR |

Thresholds	
Major Incident S & S-40 (Safety or Security)	Non-Major Incident S & S - 50
Existence of one or more of the following conditions:	Incidents not already reported on the Major Incident Reporting form.
<ol style="list-style-type: none"> One or more fatalities (including suicide) Injuries requiring immediate medical attention from the scene for one or more persons (ambulance) Property damage equal to or exceeding \$25,000 An evacuation due to life safety reasons (ex. CNG leak) 	<ol style="list-style-type: none"> Robbery (confrontational theft) Larceny (non-confrontational theft) Burglary Motor Vehicle Theft Other Safety Occurrences not Otherwise Classified (injuries) Fires (that don't require evacuation)
	Arrests/Citations
	<ol style="list-style-type: none"> Other (non-aggravated) Assaults Fare Evasion Trespassing Vandalism Nonviolent Civil Disturbance

NAME

DAILY TRANSPORTATION TRIP SHEET

DATE

CITY OF

Metro

EXHIBIT R

PAGE#

OF

PAGES

VEH#

TOTAL TRIPS

DRIVER HOURS/MILEAGE

TIME DRIVER SIGN ON

TIME DRIVER SIGN OFF

LAST DROP B4 LUNCH

MILEAGE

1ST P/U AFTER LUNCH

MILEAGE

SERVICE TIME

LEAVE YARD

FIRST PICK-UP

LAST DROP-OFF

RETURN TO YARD

SERVICE MILEAGE

LEAVE YARD

FIRST PICK-UP

LAST DROP-OFF

RETURN TO YARD

SAMPLE

FUELING

BEGIN TIME

END TIME

BEGIN MILEAGE

END MILEAGE

P:\aepub\Service Contracts\CONTRACT\Enc\Whittier DAR\2017\Rebid IFB\01 IFB\Exhibit R - Daily Transportation Trip Sheet.xls

Page 1 of 2

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.