



# 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  
www.ladpw.org

DONALD L. WOLFE, Director

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

December 8, 2005

IN REPLY PLEASE

REFER TO FILE: **AS-0**

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

The Honorable Board of Commissioners  
Community Development Commission  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors/Commissioners:

**SOUTH WHITTIER SHUTTLE SERVICE  
SUPERVISORIAL DISTRICTS 1 AND 4  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the contract work is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Find that this service can be more economically performed by an independent contractor than by County employees.
3. Award the contract for South Whittier Shuttle Service in the sum of \$811,225 to Southland Transit, Inc., located in El Monte, California, commencing upon Board approval and concluding on January 20, 2009. This contract has two 1-year renewal options. The annual sum for each of the two renewal options will be \$254,857. Funds are available in Proposition A Local Return Transit Funds in the First and Fourth Supervisorial Districts' Fiscal Year 2005-06 allocation of the Transit Enterprise Fund.

4. Direct the Mayor to execute this contract.
5. Delegate authority to the Director of Public Works, or authorized representative, to expend up to an additional 25 percent of the contract sum for anticipated as well as for unforeseen additional work within the scope of work of the contract, if required.
6. Authorize the Director, or authorized representative, to exercise each one-year renewal option if, in the opinion of the Director, renewal is warranted; to grant month-to-month extensions not exceeding a total of six months for the convenience of the County; or to terminate the contract in accordance with its terms if, in the opinion of the Director, termination is in the best interest of the County to do so.
7. Authorize the Director, or authorized representative, to amend and execute a supplement to the existing Cooperative Agreement No. 44747 with the Community Development Commission for the Transit Fair at the Grand Opening Ceremony.

**IT IS RECOMMENDED THAT THE BOARD OF COMMISSIONERS OF THE COMMUNITY DEVELOPMENT COMMISSION:**

1. Authorize the Executive Director of the Community Development Commission to negotiate and execute a supplement to the existing Cooperative Agreement No. 44747 with Public Works for work to host the Transit Fair at the Grand Opening Ceremony.
2. Authorize the Executive Director, following approval of the amended Cooperative Agreement No. 44747 between Public Works and the Community Development Commission, to incorporate \$15,000 for the South Whittier Shuttle Transit Fair into the Commission's approved Fiscal Year 2005-06 budget.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

This contract is for a new transit service designed to serve County residents living in the unincorporated South Whittier area. This area is bounded by Lambert Road on the north, Leffingwell Road on the south, Greenleaf Avenue/Shoemaker Avenue on the west, and Scott Avenue on the east. The service to be provided will consist of

implementing, operating, and maintaining this community shuttle service. This new shuttle service has been developed to maximize South Whittier residents' access to various points of interest, such as major area shopping centers and malls; senior, youth, and community centers; educational destinations; medical providers; public parks and recreational areas; public libraries; and civic centers. The service is initially scheduled to operate weekdays between 8 a.m. to 6 p.m., Saturdays between 9 a.m. to 5 p.m., and no scheduled service on Sundays.

Inaugural route services will commence on January 21, 2006. Prior to the inaugural route commencement, the contractor will be engaged in preparatory and startup activities at no additional cost to the County.

There will be an initial one-time marketing effort to introduce this new shuttle service to the community. The total one-time marketing cost is estimated to be \$70,000. Of this amount, up to \$25,000 of this amount will be transferred to the County's Arts Commission through a Departmental Service Order for the development of an identity program that will provide a service name/theme; a recognizable logo for use on brochures and other printed material; and a design for the bus exterior, bus stop signs, and pole pennants. These items will be developed by a designer working with a 12-member community panel. Up to \$15,000 will be provided to the Community Development Commission through a supplement to the existing Master Cooperative Agreement No. 44747, between the County and the Community Development Commission for the provision of food, beverages, music, decorations, promotional items, canopies, and other facility items at the South Whittier Shuttle Transit Fair/Grand Opening Ceremony. Of the remaining amount, up to \$30,000 will be for Public Works to provide pole pennants, press releases, photography for posters and schedules, posters, and other items necessary to introduce the new service to the community.

### **Implementation of Strategic Plan Goals**

The award of this contract is consistent with the County Strategic Plan Goals of Service Excellence and Organizational Effectiveness as the contractor has the specialized expertise to provide this service accurately, efficiently, timely, and in a responsive and cost-effective manner.

### **FISCAL IMPACT/FINANCING**

The contract amount of \$811,225 is for the initial term which commences upon Board approval and concludes January 20, 2009. The contract amount can be augmented by up to 25 percent annually, for unforeseen additional service requirements within the scope of the contract. The funding requirement for the initial term is based on the price quoted by the contractor. In addition, \$70,000 is required for the one-time marketing costs associated with the Grand Opening Ceremony. Funding for the first five and a half months of operations, in the amount of \$140,000, plus an additional \$70,000 for the one-time marketing costs, is included in the Fiscal Year 2005-06 Transit Enterprise Fund budget. Sufficient funds will be included in future fiscal years proposed Transit Enterprise Fund budgets for the costs to operate this shuttle service.

Using methodology approved by the Auditor-Controller, Public Works has calculated the cost-effectiveness of contracting for this service. Based on the cost calculations, Public Works has determined that this service can be more economically performed by an independent contractor than by County employees.

This contract allows a cost-of-living adjustment for every year of the contract including every optional year in accordance with County policy established by the Chief Administrative Office.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The contractor has properly executed the contract and County Counsel has approved the contract as to form.

Public Works has determined that the contractor complies with the requirements of the Living Wage Program (Los Angeles County Code Chapter 2.201), and the contractor agrees to pay its full-time employees providing services to the County under the contract a living wage.

Public Works is pursuing a Job Access Reverse Commute (JARC) Grant from the State and anticipates that the JARC Grant will allow the service to expand its hours of operation by four hours each weekday and two hours each Saturday. The anticipated cost for this service expansion is included in the 25 percent augmentation.

This service is being contracted in accordance with procedures authorized under County Charter Section 44.7, Part 3, and Los Angeles County Code Chapter 2.121 (Contracting with Private Businesses). The mandatory requirements for contracting set forth in County Code Section 2.121.380 have been met.

### **ENVIRONMENTAL DOCUMENTATION**

This service is statutorily exempt from CEQA pursuant to Public Resources Code § 21080 (b) (10) under transportation-related projects.

### **CONTRACTING PROCESS**

On May 3, 2005, Public Works solicited proposals from 150 independent contractors and community business enterprises to accomplish this service. Also, a notice of the Request for Proposals (RFP) was placed on the County's bid website (Enclosure A) and an advertisement was placed in the Los Angeles Times and La Opinion.

On June 6, 2005, four proposals were received. The proposals were first reviewed to ensure they met the mandatory requirements outlined in the RFP. The proposals, having met these requirements, were then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFP, which included price, references, financial resources, work plan, and equipment. Additionally, Public Works reviewed available resources regarding the proposers' past performance, history of labor law violations, and prior performance on County contracts. Labor law violations were found for the top two rated proposers. These violations were forwarded to the County's Labor Law Assessment Team. Based upon the Team's review of both reported and not reported violations, it recommended that the otherwise top rated proposer, MV Transportation, Inc., has 8 percent deducted from their score and that there be no deduction for the number two rated proposer. As a result, the otherwise second rated proposer, Southland Transportation, Inc., became the highest rated proposer. Pursuant to County Code Section 2.121.420, the highest scoring qualified proposer, Southland Transit, Inc., located in El Monte, was also determined to be cost-effective. Based on this evaluation, it is recommended that this contract be awarded to Southland Transit, Inc.

Enclosure B reflects the proposers' minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

The Honorable Board of Supervisors  
The Honorable Board of Commissioners  
December 8, 2005  
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This contract contains Board-approved contract terms and conditions regarding employee notification of the Federal-earned income tax credit, contractor responsibility and debarment, jury service requirements, nonpayment for services received after contract expiration or termination, the Safely Surrendered Baby Law, and the Charitable Contributions Certification.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance has been obtained from the contractor. In addition, this contract requires that the contractor indemnify the County, its special districts, elected and appointed officers, employees, and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses arising from or connected with the contractor's acts and/or omissions arising from and/or relating to this contract.

As requested by your Board, the contractor has submitted a safety record which reflects that activities conducted by the contractor in the past have been in accordance with reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be required to perform services which exceed the contract's approved amount, scope of work, and/or terms.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of this contract will not result in the displacement of any County employees.

The Honorable Board of Supervisors  
The Honorable Board of Commissioners  
December 8, 2005  
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## **CONCLUSION**

Enclosed are three copies of agreements. Upon approval, please return the Contractor Execute and Department Conform to this office. The original Board Execute should be retained for your files.

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE  
Director of Public Works

CARLOS JACKSON  
Executive Director of  
Community Development Commission

LG

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Enc. 5

cc: Arts Commission  
Chief Administrative Office  
Community Development Commission  
County Counsel

AGREEMENT FOR  
SOUTH WHITTIER SHUTTLE SERVICE

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2005, 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 SOUTHLAND TRANSIT, INC. (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 June 6, 2005, hereby agrees to provide services as described in the attached specifications for inaugural start-up of the South Whittier Shuttle Service (Whittier Shuttle Service) , including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Shuttle Route Map; Exhibit F, Route Descriptions, Schedules, and Timed Stop Location Listings; Exhibit G, Proposed County-Owned New Vehicle Specifications; Exhibit H, Minimum Required Contractor Vehicle Specifications; Exhibit I, Controlled Substance and Alcohol Testing Program; Exhibit J.1, Transit Security Plan; Exhibit J.2, Homeland Security Presidential Directive-3; Exhibit J.3, Top 20 Security Program Action Items for Transit Agencies; Exhibit J.4, Federal Transit Administration Transit Threat Level Response Recommendation; Exhibit K, Vehicle Appearance/Cleanliness Checklist; Exhibit L, Evidence of Insurance Programs and Vehicle(s); Addenda to the Request for Proposals; and the CONTRACTOR'S Proposal, all attached hereto, and the Request for Proposals, are incorporated herein, and are agreed by the COUNTY and the CONTRACTOR to constitute an integral part of the Contract documents.

THIRD: The COUNTY agrees, in consideration of 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 Service Cost Proposal Sheet set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$811,225 for the initial term commencing upon Board approval and concluding January 20, 2009, and \$254,857 annually for each of the two renewal options, or such greater amounts as the Board may approve.

FOURTH: This Contract's initial term shall commence upon Board approval. The CONTRACTOR'S necessary start-up activities shall start upon Board approval with the inaugural route services to begin on January 21, 2006, for a period of thirty-six months and concluding on January 20, 2009. At the discretion of the COUNTY, this Contract may be extended for two 1-year renewal options. The COUNTY, acting through the Director, may give a written notice of intent to extend the Contract at least 30 days prior to the end of each term. In addition, upon notice of at least 30 days, the Director may extend the final

contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the COUNTY.

FIFTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the 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

SIXTH: 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.

SEVENTH: 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.

EIGHTH: 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. 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.

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

TENTH: The Director shall adjust the rates of compensation set forth in Form PW-2 (Service Cost Proposal Sheet) annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index for the Los Angeles-Riverside-Orange COUNTY Area (CPI). This Contract's anniversary date shall be the effective date for any such cost-of-living adjustment. The percentage change in the rate of compensation shall equal 12 times the average monthly change in the CPI over the



IN WITNESS WHEREOF, the COUNTY has by order of its Board of Supervisors, caused these presents to be subscribed by the Mayor 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 \_\_\_\_\_  
Michael D. Antonovich  
Mayor, Los Angeles County

ATTEST:

VIOLET VARONA-LUKENS  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

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

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

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

SOUTHLAND TRANSIT, INC.

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

DAVE DALEY  
Type or Print Name

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

GERALD N WALKER  
Type or Print Name

State of CALIFORNIA  
 County of Los Angeles  
 On 11-15-2005 before me JOSE VERGARA - Notary Public  
NAME, TITLE OF OFFICE - e.g. "Jane Doe, Notary Public"  
 personally appeared GERALD N. WALKER  
NAME(S) OF SIGNER(S)

personally known to me -OR-  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

J. Vergara  
SIGNATURE OF NOTARY

  
**J. VERGARA**  
 Commission # 1453185  
 Notary Public - California  
 Los Angeles County  
 My Comm. Expires Dec 20, 2007

**CAPACITY CLAIMED BY SIGNER(S)**  
 INDIVIDUAL(S)  
 CORPORATE OFFICER(S)  
SECRETARY AND \_\_\_\_\_

PARTNER(S) TITLE(S)  
 ATTORNEY-IN-FACT  
 TRUSTEE(S)  
 GARDIAN/CONSERVATOR  
 OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:**  
 NAME OF PERSON(S) OR ENTITY(IES)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**ATTENTION NOTARY:** Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to unauthorized document.

**THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:**

Title or Type of Document \_\_\_\_\_  
 Number of Pages \_\_\_\_\_ Date of Document \_\_\_\_\_  
 Signer(s) Other Than Named Above \_\_\_\_\_

14-0072 DPW Rev. 6/02

State of CALIFORNIA  
 County of Los Angeles  
 On 11-15-2005 before me JOSE VERGARA - Notary Public  
NAME, TITLE OF OFFICE - e.g. "Jane Doe, Notary Public"  
 personally appeared DAVID DALEY  
NAME(S) OF SIGNER(S)

personally known to me -OR-  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

J. Vergara  
SIGNATURE OF NOTARY

  
**J. VERGARA**  
 Commission # 1453185  
 Notary Public - California  
 Los Angeles County  
 My Comm. Expires Dec 20, 2007

**CAPACITY CLAIMED BY SIGNER(S)**  
 INDIVIDUAL(S)  
 CORPORATE OFFICER(S)  
VICE PRESIDENT & CHIEF OF OFF AND \_\_\_\_\_

PARTNER(S) TITLE(S)  
 ATTORNEY-IN-FACT  
 TRUSTEE(S)  
 GARDIAN/CONSERVATOR  
 OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:**  
 NAME OF PERSON(S) OR ENTITY(IES)  
SOUTHWEST TRANSIT, INC.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**ATTENTION NOTARY:** Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to unauthorized document.

**THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:**

Title or Type of Document \_\_\_\_\_  
 Number of Pages \_\_\_\_\_ Date of Document \_\_\_\_\_  
 Signer(s) Other Than Named Above \_\_\_\_\_

14-0072 DPW Rev. 6/02

## SCOPE OF WORK

## WHITTIER SHUTTLE SERVICE

A. Public Works' Contract Manager

Public Works' Contract Manager will be Ms. Vanessa Rachal of Programs Development Division, who may be contacted at (626) 458-5960, or at [vrachal@ladpw.org](mailto:vrachal@ladpw.org), Monday through Thursday, 8 a.m. to 5 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change Contract Manager. The Contractor will be notified in writing when there is a change in Contract Manager.

B. Work Location

This new transit service is being developed to maximize South Whittier unincorporated County residents access to the following points of interest:

- Major Shopping Centers
- Shopping Malls
- Senior Centers
- Youth and Community Centers
- Educational Destinations
- Medical Providers
- Public Parks and Recreational Areas
- Public Libraries
- Civic Centers

The primary patrons for this new transit service are the unincorporated Los Angeles County (County) residents living in the South Whittier area bounded by Lambert Street on the north, Leffingwell Road on the south, Greenleaf Avenue/Shoemaker Avenue on the west, and Scott Avenue on the east (see the attached map for shuttle route, Exhibit E).

Additional points of interest can be included to enhance the shuttle service.

C. Work Description

This work to be accomplished under these specifications shall be the implementation of a community shuttle service in the unincorporated County areas in the South Whittier community, hereinafter referred to as the Whittier Shuttle Service (Service).

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

provisions and requirements of this Exhibit A, Scope of Work. The Contractor shall do all things including, but not limited to providing executive and administrative management; employment and supervision of all personnel including supervisors, vehicle operators, dispatchers, mechanics, and other maintenance personnel; operation of training and safety programs; maintenance and repair of vehicles and equipment; processing of warranty claims for County's vehicles; assisting in public relations and promotions; preparation of reports and analysis of financial and other matters; clerical, statistical, and bookkeeping Services; and providing all vehicle operators, facilities, equipment, parts, and supplies required in the operation of Service, unless specifically identified to be contributed by County.

D. Service

Phase 1 - Whittier Shuttle Fixed-Route Service

The first phase of this project (to be completed within two months of start date) is to finalize the design and commence implementation of this new transit service. These elements include, but are not limited to the following:

1. Within two weeks after the start of this Contract, the awarded contractor (Contractor) shall meet with the Acting Director of Public Works (Director) or his designee. At this meeting, Contractor shall present the report included in Subsections 2 and 3 of Phase 1.
2. Contractor shall review the proposed Whittier Shuttle route to ensure that Contractor-supplied shuttle buses (two operating on the route and one spare) can physically operate the proposed route and bus stop locations. Upon the completion of Contractor's review, Contractor shall provide a written and oral report that includes all the items identified for evaluation in this Exhibit A, Scope of Work, Paragraph D, Phase 1 (including items under Subsection 3 of Phase 1).
3. Contractor's report to Director, listed in Subsection 2 above, shall indicate whether the proposed bus route is feasible and safe. Contractor shall recommend revisions to the route that would enhance the safe and feasible operation of the Whittier Shuttle.

Contractor's recommended route, including time for passenger boarding at existing bus stops, shall have an end-to-end travel time of 50 minutes or less. Any route changes or recommendations by Contractor shall be contained in the written report to Director, listed in Subsection 2 above.

Contractor's report to Director shall also evaluate each proposed bus stop location to verify that the passenger boarding and alighting process shall be quick, simple, and safe. In addition, each bus stop shall be in

compliance with Federal, State, and local requirements including, but not limited to the Americans with Disabilities Act (ADA) of 1990.

4. Within two weeks after Director approves a final route for the Whittier Shuttle, Contractor shall submit a detailed written report to Director for approval. This report shall include the route schedule, frequency, timed check points, and transfer locations (with regional and local transit operators).
5. On the first Monday of the month, that begins at least four weeks after Director approves the final route for the Whittier Shuttle, Contractor shall commence operation in accordance with this Exhibit A, Scope of Work, Paragraph D, Phase 2.

#### Phase 2 - Operation of the Whittier Service

The second phase of this project is the operation of the shuttle service.

Contractor shall provide two 20-to-30 passenger, ADA-compliant transit buses. These buses shall be 1999 or newer models with current odometer readings of less than 100,000 miles. A similar transit vehicle is to be held in reserve as a spare.

The spare bus shall be placed into service, as needed, when one of the two primary vehicles is out of service.

At its discretion, County may procure up to three 24-to-30 passenger, low-floor, alternative-fueled buses operating on propane. These new County-owned, alternative-fueled vehicles will replace Contractor-supplied buses. Upon receiving County-owned vehicles, Contractor shall be responsible for operating and maintaining them. Contractor shall be responsible for the costs required to keep County-owned vehicles properly maintained, insured, serviced, and stored.

At the discretion of County, Contractor shall provide additional Contractor-supplied vehicles to increase the Whittier Shuttle's service frequency.

#### E. Routes, Frequency, Hours, and Days of Service

##### 1. Start-Up

This Service is planned to operate between the hours of 8 a.m. and 6 p.m., Monday through Friday. On Saturdays, Service shall operate from 9 a.m. to 5 p.m. Service routes, frequency, and days of operation shall be as specified in Exhibit F, Route Descriptions, Schedules, and Timed Stop Location Listings.

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

Exhibit F, Route Descriptions, Schedules, and Timed Stop Location Listings details route descriptions, schedules, and timed stop location listings.

2. Service Expansion

At the discretion of Director, the Whittier Shuttle hours of operation may be expanded to Monday through Friday from 6 a.m. to 8 p.m. and on Saturdays from 8 a.m. to 6 p.m.

In addition, the bus service frequency on the route may be increased to improve service.

F. Equipment

1. Transit Vehicles

a. Contractor-provided and Operated Vehicles

Unless otherwise determined by County, at its sole and absolute discretion, Service shall be provided by Contractor using Contractor-provided vehicles. Contractor shall be responsible to provide three vehicles that meet or exceed the required specifications described in Exhibit H, Minimum Required Contractor Vehicle Specifications, hereinafter referred to as "Contractor Vehicles."

Contractor Vehicles shall be a model year 1999 or newer with odometer readings of less than 100,000 miles at the start of revenue Service. County does NOT commit to replacing Contractor Vehicles with County-owned, but may do so at its discretion.

b. County Vehicles

County, at its sole discretion, may procure and lease to Contractor three vehicles as described in the exhibits at the rate of \$1.00 per month per vehicle hereinafter referred to as "County Vehicles." In the event that a County Vehicle breaks down or is out of Service, Contractor shall provide sufficient Contractor Vehicles to continue

uninterrupted Service during all periods in which County Vehicle(s) is/are not available for Service.

c. Support Vehicles

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

d. Supplemental Contract Vehicles

Contractor may be directed by Director to provide and operate vehicle(s) for Service in the event demand for Service exceeds the capacity provided by County Vehicles and/or in the event County Vehicles are no longer operable. The vehicles shall be approved by County prior to being placed into Service.

2. General Terms for Transit Vehicles

Contractor shall acknowledge receipt, condition, and working order of any County Vehicles and equipment, and any County Vehicles and equipment subsequently added to the fleet, when received.

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

Contractor shall provide spare vehicles equipped with air conditioning and lift equipment in the event the assigned vehicles break down. The spare vehicles should be similar in kind to Service vehicles. The cost of the spare vehicles shall be included in Contractor's actual overall Service operating costs. Contractor's equipment and facilities shall meet all requirements of applicable Federal, State, and local ordinances and laws including, but not limited to the ADA.

Contractor shall be prohibited from the sale, assignment, or sublease of County Vehicles or equipment. Contractor shall also be prohibited from using County Vehicles or equipment for any purpose other than providing Service as specified in this Contract. At contract termination, Contractor shall return and deliver all County Vehicles, equipment, and all other peripheral equipment to County (date, time, and address to be specified

by Director) with no deferred maintenance or damages with the exception of reasonable wear and tear.

Director may inspect vehicles, equipment, and all other peripheral equipment prior to Contract termination to assess condition of vehicles and equipment. Contractor shall be responsible to perform all the work necessary to correct any deficiencies noted. Director, at his own discretion, may withhold up to the final two months of Service payment until repair is completed by Contractor or deduct the cost of correcting the deficiencies from payment due to Contractor, if Contractor fails to perform the necessary work to correct the deficiencies.

Contractor shall, at its sole expense, repair or replace any County Vehicle and/or equipment, which may be damaged or lost by reason of collision, fire, negligence, abuse, vandalism, or other like cause. If equipment is to be replaced by Contractor, it shall be with a County-approved exact duplicate or as stipulated by Director.

In no event shall Contractor's liability exceed actual book value of vehicle and/or equipment so damaged. At Director's sole option, the insurance funds received by Contractor, plus any applicable deductible, can be submitted to County in lieu of a replacement vehicle or equipment.

Book value of vehicles shall be based on straight-line depreciation over the years of useful life with a 10 percent salvage value. The beginning date of the depreciation to be used is the first date the new vehicles are placed into Service. The final sale price (excluding taxes, license fees, and documentation fees) of the new vehicle(s) shall be used as the basis for depreciation.

### 3. Communication Equipment

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

b. Internet Access, E-Mail

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

c. Business Contact Telephone Number

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

d. 24-Hour Contact

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

G. Storage and Maintenance Facilities

1. Contractor shall provide appropriate fixed-vehicle storage and maintenance facilities for the garaging, servicing, and cleaning of Service vehicle(s) and equipment. Facilities shall include:

- a. An enclosed work space sufficient to allow maintenance personnel to service vehicles and be protected from the weather.
- b. A concrete shop floor capable of withstanding the maximum weight of Service vehicles.
- c. A security-fenced, paved, and lighted area for overnight vehicle parking with adequate spaces for all Service vehicle(s).
- d. A compressed air supply.
- e. Tire-changing equipment.

- f. Battery maintenance equipment and spare batteries.
- g. Vehicle lubrication equipment.
- h. All tools and equipment necessary to perform required preventive maintenance activities.
- i. All tools and equipment necessary to Service vehicles, perform component adjustments, and make mechanical repairs.
- j. Facilities and equipment necessary to wash and clean the vehicles in accordance with this Contract.
- k. Adequate secured storage area for tools, equipment, and parts.
- l. A lighted maintenance pit or a hydraulic lift capable of fully lifting the heaviest of Service vehicles six feet above the floor for maintenance purposes.
- m. Fueling facility and ability to provide propane if, and or when, County purchases new vehicles.

H. Vehicle and Equipment Maintenance and Warranties

1. Vehicle Condition

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

2. Warranty Work (County Vehicles Only)

Director will provide Contractor with the written manufacturers' warranty for each County Vehicle. Contractor shall become County's designated warranty agent for all County Vehicles. Contractor shall be responsible for ensuring that the vehicle manufacturers and all component manufacturers perform or reimburse Contractor for all work and parts that are covered under warranty. Contractor shall diligently follow the preventive maintenance program so any warranty coverage of County-owned

vehicles is not lessened or invalidated. Contractor shall not seek additional compensation for any costs incurred to meet the requirements in this paragraph.

3. Vehicle Appearance/Cleaning/Fumes

Contractor shall be responsible for maintaining the appearance of all vehicles. Contractor shall maintain an up-to-date record of all washings and major cleanings, which shall be made available to Director upon request. Vehicle may be removed from Service by Director for unacceptable appearance.

a. Vehicle Interior

The interior of all vehicles shall be kept free of litter and debris to the maximum practicable extent throughout the operating day. Vehicles shall be swept, mopped ("wet mop" process only), and dusted daily. Under no circumstances is the "hosing out" (water wash down) of vehicle interiors 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 vehicles shall be thoroughly washed at least once per week including all windows, seats, floor, stanchions, and grab rails. All foreign matter such as, gum, grease, dirt, and graffiti shall be removed from all interior surfaces during the daily interior cleaning process. Any damage to seat upholstery shall be repaired in a professional manner. Upon discovery of the damaged seat upholstery, vehicle shall be immediately removed from revenue Service. Damaged seat upholstery shall be repaired or replaced before vehicle is allowed back into revenue Service. Contractor shall replace seat covers and/or seat boards, which are worn or damaged and cannot be professionally repaired, using materials which are identical in specifications and color as those materials being repaired. Ceilings and walls shall be thoroughly cleaned weekly or more often as necessary to maintain a clean appearance and maximize visibility. Contractor shall ensure that the interiors of vehicles are kept free of rodents, insects, vermin, and pests at all times while in operation and shall take such steps as are necessary, at Contractor's expense, to exterminate said pests in the event that they occur in the vehicles.

b. Vehicle Exterior

Exteriors of all vehicles shall be washed every other day during dry conditions and every day during rainy conditions to maintain a clean, inviting appearance. Exterior washing shall include vehicle

body, all windows, and wheels. All rubber or vinyl exterior components such as tires, bumper fascia, fender skirts, and door edge guards shall be cleaned and treated with a preservative at least once per month or as necessary to maintain an attractive appearance. Contractor shall be responsible for maintaining the artwork on the exterior of the vehicles.

c. Fumes

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

4. Daily Pretrip and Post-trip Vehicle Inspection and Servicing

Each vehicle shall receive a daily pretrip and post trip inspection by the operator (driver) prior to being placed in Service and after the vehicle is taken out of service. Contractor's daily Pretrip and Post-Trip Vehicle Inspection Report forms shall be submitted to Director in a format approved by Director. Daily pretrip and post-trip inspections shall be supplemented by regular weekly maintenance inspections to ensure safe and proper operating condition of vehicles. Daily pretrip and post-trip inspections shall also include physical operation of the wheelchair lift or ramp to ensure ADA compliance. A record of all such inspections shall be kept by Contractor and be submitted to County as required herein.

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

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

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 fully operational whenever a vehicle is

used in Service. It is unlawful to assign vehicles to revenue Service with defective lift/ramp equipment on concurrent days without repairs having been made.

6. Destination Signs

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

7. Maintenance Program

a. General Scope

Contractor, at its sole cost and expense, shall provide all fuel, lubricants, repairs, cleaning, parts, supplies, labor, maintenance, major components, and component rebuilding and replacement along with the necessary service facilities to provide the maintenance required for the operation of all equipment pursuant to this Contract. Contractor shall be fully responsible for the maintenance of all vehicles, radios, passenger counters, destination signs, and all equipment to be used to perform this Contract in strict conformity to CHP regulations and orders. Contractor's duty and responsibility to maintain all vehicles and equipment cannot be delegated to any other person, firm, or corporation without prior written approval of Director.

b. Parts/Fluids Specifications and Requirements

All parts, materials, tires, lubricants, fluids, oils, and procedures used by Contractor on all vehicles and equipment shall meet or exceed original equipment manufacturer specifications and requirements. All parts, except for the two-way radio, installed by Contractor on County-owned vehicles shall become property of County. Parts replaced will be subject to inspection by Director prior to disposal.

c. Vehicle Damage

Contractor shall, at its expense, cause any 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 vehicle. All other vehicle damage resulting from any accident, or otherwise, shall be repaired within two weeks or as otherwise required by Director, law, or regulation. If Contractor cannot complete the work within the time specified,

Contractor shall notify Director in writing of the reason for the delay and the estimated completion date. Director, at his sole discretion, may extend the deadline. Contractor shall log and keep an accurate and up-to-date record of all vehicle repairs.

d. Preventive Maintenance

Routine preventive maintenance and servicing is required on all vehicles for Service at the recommended vehicle manufacturer's specifications, or as set forth by County. Routine preventive maintenance and servicing is required on all vehicles for Service at the recommended vehicle manufacturer's specifications or as set forth by Director. Director will allow a window of plus or minus 500 miles for scheduled preventive maintenance as recommended by vehicle manufacturer's maintenance specifications. This window of 500 miles cannot be added to successive maintenance intervals. For instance, if the vehicle manufacturer recommends maintenance at a 3,000 mile interval, then Contractor would be allowed to perform the preventive maintenance at 3,000 miles plus or minus 500 miles, 6,000 miles plus or minus 500 miles, etc.

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

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

e. Brake Inspection/Adjustment

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

f. Heating, Venting, and Air Conditioning (HVAC)

The HVAC systems shall be maintained and used to ensure that the passenger compartment temperature is comfortably maintained under all climatic conditions at all times while vehicles are in Service. Contractor shall maintain the HVAC systems in an operable condition at all times throughout the year.

g. Spare Parts

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

h. Vehicle Towing

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

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

i. Repair/Replacement of Ancillary, Engine, and Transmission Parts

Contractor shall remain responsible for all costs related to repair or replacement of engine and ancillary parts such as, but not limited to generators, hydraulic pumps, water pumps, engine-driven fuel pumps, valve covers, oil pans, alternators, voltage regulators, air compressors, air-conditioning compressors, vacuum pumps, starter motors, and turbochargers. Contractor shall also remain responsible for all costs related to repair and replacement of transmission-related and ancillary parts such as, but not limited to oil coolers, external oil lines, external filters, external linkage, governors, modulators, external speedometers, "driver" gears or sensors, neutral-start switches, and temperature sensors.

8. In-Service Vehicle Breakdown

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

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

9. Vehicle Maintenance Record Keeping

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

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

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

10. Applicable Vehicle Codes and Regulations

All vehicles utilized in Service shall be maintained in a safe condition for operation on public streets and freeways and meet all the requirements in the California Vehicle Code for a bus. All parts of vehicles and all equipment mounted on or in vehicles shall conform to the California Vehicle Safety Standards and the California Administrative Code, Title 13. Contractor shall pay particular attention to the CHP Motor Carrier Safety Regulations. Each vehicle is required to be inspected annually by Director and/or by CHP. Director shall be immediately notified of inspections performed by a governmental agency other than County. The results of

inspections shall be provided to Director within 24 hours, and any applicable signed certification shall be displayed or carried on the vehicles. Contractor shall expeditiously correct any deficiencies on any CHP vehicle inspection report and advise Director of same.

I. Rates, Fares, and Revenue

Rates

1. Contractor Vehicles

County will pay Contractor on a monthly basis an amount equal to the sum of i) the number of vehicle Service hours provided with Contractor Vehicles times \$52.09, hereinafter referred to as "Contractor Vehicle Rate"; less ii) all amounts collected from Revenue pursuant to Section I.3 below; and less iii) any and all liquidated damages pursuant to Exhibit B, Service Contract General Requirements, Section 2.Q, Liquidated Damages. A vehicle Service hour is defined as the actual hours of service starting from the point of first pickup to the last drop-off based on hours determined by County needed to provide Service described in Exhibit F, Route Descriptions, Schedules, and Timed Stop Location Listings.

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

2. County Vehicles

County will pay Contractor on a monthly basis an amount equal to the sum of i) the number of vehicle Service hours provided with County Vehicles times \$44.03, hereinafter referred to as "County Vehicle Rate"; less ii) all amounts collected from Revenue pursuant to Section I.3, less iii) any and all liquidated damages pursuant to Exhibit B, Service Contract General Requirements, Section 2.Q, Liquidated Damages. A vehicle Service hour is defined as the actual hours of revenue Service starting from the point of first pickup to the last drop-off based on hours determined by County needed to provide Service described in Exhibit F.

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

3. Fares and Revenue

The cash fare shall be \$0.25 cents per trip for the general public. However, the following patrons shall be able to board the Whittier Shuttle free of charge:

- Senior Citizens (60 years and older)
- Persons with disabilities or displaying an Los Angeles County Metropolitan Transportation Authority (MTA) disabled pass
- Small children (age five and younger when traveling with a fare-paying adult)

This service shall also accept MTA passes including E-Z Pass, the monthly, bi-monthly, weekly, and daily pass as a paid fare.

a. Fares

- (1) Contractor shall charge a fare of \$0.25 for Service.
- (2) Contractor shall not charge fare for seniors, persons with disabilities, and children under the age of five years when accompanied by a fare-paying adult.
- (3) Any changes to the fares will be supplied by County to Contractor at least 10 days before implementation of the revisions to allow for appropriate training of Contractor's personnel. Such training shall be performed by Contractor.
- (4) MTA fare media shall be accepted in lieu of cash fare. No outside transfers shall be issued or accepted.

b. Revenue

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

J. Pass-Through Costs (County Vehicles Only)

County recognizes that there are items not covered under this Contract for which Contractor is not compensated under the aforementioned rate. County will allow Contractor to pass-through the amounts necessary to cover the following specific items only if Director has authorized the work in writing prior to Contractor's

initiation of work for the item. Claims for payment of pass-through costs shall include all supporting documentation of costs, approvals, and copies of vendor invoices.

1. Engines/Transmissions/Differential Units

County recognizes that during the term of this Contract, engines, transmissions, and/or differential units for County 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 Director immediately, after making such determination and subsequently in writing, detailing the reason for such a determination. After inspection by Director, Director may direct Contractor in writing to proceed with the work. County will reimburse Contractor only for the costs associated with the work approved by Director on the engines, transmissions, and differential units. Costs associated with the removal and replacement of engines, transmissions, and differential units including associated replacement of attachment devices, gaskets, seals, etc. shall be the responsibility of Contractor.

2. Air Conditioning

County recognizes that during the term of this Contract, air-conditioning compressors, in use on County Vehicles equipped with air-conditioning systems utilizing refrigerant, may be prone to failure. If Contractor determines that an air-conditioning compressor, and/or compressor clutch unit, requires replacement due to operational failure of said compressor, Contractor shall notify Director immediately, after making such determination and subsequently in writing, detailing the reasons for such a determination.

After inspection by Director, Director may direct Contractor in writing to proceed with the recommended work. Director will allow Contractor to pass-through the costs related to actual repair/replacement of the compressor/clutch unit as described above, any air-conditioning filter (filter-dryer) that required replacement as a result of the specific compressor failure and replacement refrigerant as may be required as a result of the specified compressor failure. County will reimburse Contractor only for the costs associated with the components and refrigerant as described above.

Costs associated with the removal and replacement of air-conditioning compressor/clutch unit filter and refrigerant shall be the responsibility of Contractor.

3. Vehicle Repaint/Graphics

Should a County Vehicle require a complete exterior repaint and/or decaling due to normal wear and tear as determined by Contractor, Contractor shall notify Director in writing detailing the reasons for such a determination. After inspection by Director, Director may direct Contractor in writing to proceed with the work. Contractor will only be permitted to pass-through to County costs relating to the actual repaint, lettering, and decaling work. All costs associated with vehicle body repair, due to an accident, in order to restore the vehicle to County specifications, shall be the responsibility of Contractor. Contractor will be permitted to pass-through painting and decaling costs resulted from County Vehicles changing Services such as new color schemes and decals reflecting new Service names and phone numbers. Contractor will not be allowed to pass-through costs for painting and decaling work required for repairing blemishes that occurred before Contractor received the vehicles. Such blemishes shall be noted during preacceptance inspections so that Director can work with the prior Service provider to correct them. All work related to the pass-through costs shall be approved, in writing, by Director before Contractor commences work.

4. Rehabilitation of County Vehicles

If Contractor believes that a County Vehicles may require complete mechanical overhaul, and/or rehabilitation, that is not covered by the vehicle's warranty, Contractor shall so notify Director in writing in order to meet County specifications. In such instances, Director will inspect vehicle and make determination of work to be accomplished. Contractor shall then obtain the services of a known and qualified facility equipped to perform the task necessary as part of Director's assessment. The facility shall employ "certified" mechanics, welding, refrigeration, brakes, personnel, etc., to perform necessary work. Director will reserve the right to inspect and approve the facility where the work shall be performed. Director will have the right to perform preproduction, on-time, pre-delivery, post-delivery, conditional acceptance, and final acceptance inspections on the vehicle.

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

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

5. Other Pass-Through Repairs

County recognizes that during the term of this Contract, there may be needed repairs or modifications to vehicles that are beyond the control of Contractor and have not been identified in 1 through 4 above. In order to be eligible for pass-through costs for items not specifically mentioned in paragraphs 1 through 4 above, Contractor shall present the required Scope of Repairs to Director. Contractor shall obtain Director's approval of the Scope of Repairs in writing prior to any repair work commencing.

K. Monitoring and Auditing Service

1. Monitoring Service

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

2. Auditing and Inspection of Service

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

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

County, or any person authorized by County, will at all times have access and the right to inspect Contractor's equipment and facilities utilized in the performance of this Contract.

L. Personnel

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

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

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

1. Project Manager

Contractor shall designate a Project Manager whose responsibility shall be to oversee the day-to-day operations of Service. Said Project Manager shall have full authority to act for Contractor and shall be reachable via telephone or cell phone during the hours of Service. The Contractor's Project Manager shall have at least three years experience in the provision of fixed-route service with a fleet size of 2 to 20 vehicles.

2. Road Supervisor

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

3. Office Personnel

Contractor shall employ personnel during the operating Service hours to answer inquiries from the public and respond to complaints regarding the Service. Office personnel should have an e-mail address and have access to a computer during Service hours. Furthermore, office personnel should be able to use Microsoft Word and Excel software. County personnel may, at their discretion, ask questions about the operation, maintenance, complaints, or status of vehicles, etc., via e-mail. Office personnel should be able to research County questions with his/her superiors and respond to County personnel via e-mail.

4. Vehicle Operators

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

a. Operator Recruitment and Selection

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

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

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

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

b. Operator Requirements

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

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

c. Operator Training

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

- (1) Proper operation of the vehicle to be used in Service including defensive driving and vehicle handling. Proper operation of destination signs, lifts and ramps, communication equipment, and other equipment to be used on vehicles.
- (2) California DMV regulations and company policies.
- (3) Service routes, schedules, fare structure, and transit Services in the vicinity.
- (4) Accident and emergency procedures and reports.
- (5) Public courtesy and empathy towards the needs of elderly and persons with disabilities.
- (6) Training in special skills required to provide transportation to elderly and person with disabilities.
- (7) American Red Cross or County-approved equivalent training for Cardiopulmonary Resuscitation and First Aid.
- (8) Contractor shall provide regular and continuous formal safety instruction for all operating personnel assigned to perform any activities under this Contract. This personnel shall be required to attend scheduled safety meetings at least four times per year.

5. Maintenance Personnel

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

The Contractor's Maintenance Manager must be Automotive Service Excellence certified Medium/Heavy-duty Truck Series or School Bus Services Master Technician, and must have at least five years experience in maintaining a similar fleet of transit vehicles, including two years supervising maintenance activities on a similar fleet.

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

Contractor shall ensure all mechanics are experienced and/or certified to work on buses and are heavy-duty type mechanics at the journey level. Mechanics shall be Automotive Service Excellence certified and experienced in alternate fuel-type buses.

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

d. Mechanic Training

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

M. Marketing and Advertising

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

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

On occasion, the County may request the Contractor to design and produce a Service pamphlet (unfolded from 8-1/2 X 11 inches up to a maximum of 11 X 17 inches) that includes at a minimum:

- a. Map highlighting the shuttle Service route(s).
- b. The Service days of the week and hours of operation.
- c. A listing of all bus stops.
- e. Highlighting major stops and key transfer locations.
- f. Contact telephone number (staffed by Contractor with a person available to log complaints and suggestions during Service hours and a message system to receive after-hour calls).

- g. Los Angeles County mailing address for receiving comments from the public.
- h. If requested, a point of contact telephone number at the County of Los Angeles Department of Public Works.
- i. Other regional transit Service provider information.
- j. Fare information.

After inspection and approval in writing by Director, Director will direct Contractor to proceed with the pamphlet. Director will allow Contractor to pass-through the costs related to the design and production of this pamphlet.

N. Operation During a Declared Emergency

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

O. Operating Performance Standards

1. Vehicles

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

2. Service

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

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

a. On-time Service

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

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

b. Road Calls

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

c. Complaints

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

d. Vehicles

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

P. 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 three years following expiration or termination hereof unless otherwise provided for herein. All such records shall be available for inspection by designated auditors of County and the State of California at reasonable times during normal working hours.

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

2. Project Operation Reports

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

a. Trip Reports

Contractor shall require each driver of each Service vehicle to prepare a daily report on a form, approved by County, indicating: vehicle fleet number; mileage ("begin" and "end" odometer); 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 compiled for the period of a month and shall include a summary thereof. The summary shall indicate any trips that departed early or late in a format approved by County. Contractor shall submit the report no later than the 15th day of the following month.

b. Service Reports

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

c. Daily Pretrip Vehicle Inspection Reports

Contractor shall cause each driver of each vehicle to perform a daily pretrip vehicle inspection and daily vehicle servicing, as required herein, and such inspection and servicing shall be documented on a report that shall be completed and signed by each vehicle operator assigned to a Service vehicle each day. A report of the weekly maintenance inspections, which supplement the daily pretrip inspections, shall be kept by Contractor, and a copy shall be submitted to County no later than the 15th day of the following month. The Daily Pretrip Vehicle Inspection Reports shall be retained on file by Contractor for a minimum of two years.

d. Missed Trip Report

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

e. CHP Reports

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

f. Operational Problems and Passenger Complaint Reports

The Project Manager shall document operational problems or passenger complaints and describe any action taken regarding these problems. Copies of said documentation shall be submitted to County by the working day following identification of the operational problem or receipt of such passenger complaint. Contractor shall submit to County a summary of problems and complaints no later than the 15th day of the following month.

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

g. Accident/Incident Data Reports

Contractor shall submit a monthly summary report of all accidents (collision and noncollision) involving Service vehicles. The monthly

summary shall include the date, vehicle number, location, operator, and accident description including any damage and/or injuries. The monthly summary shall also include cumulative accident data that indicates the number of accidents per 100,000 vehicle miles. Contractor shall notify County within 24 hours of any of the following accidents/incidents:

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

h. National Transit Database (NTD) Reports

Contractor shall be responsible for collection of NTD data and other pertinent ridership information. Contractor shall prepare and submit quarterly and annual NTD reports to County according to the following:

- (1) Quarterly NTD Reports: Contractor shall be responsible for submission to COUNTY of quarterly NTD reports. This information shall be provided by the 15th day following the end of a quarter.
- (2) Annual NTD Reports: Contractor shall submit to County an annual report in accordance with Federal Transit Administration NTD Guidelines, as amended, no later than 30 days after the end of each fiscal year. For further information on how to obtain NTD reporting forms and

reference documents, Contractor shall call Mr. Jay Fuhrman, Los Angeles County Metropolitan Transportation Authority, at (213) 922-2810. Contractor shall certify that the data is accurate and shall develop an auditing procedure, acceptable to County, for the annual report.

i. Financial Records

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

j. Maintenance Records and Reports

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

(1) PMI Reports

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

(2) Roadcall Performance Report

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

(3) Service Vehicle Downtime Report

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

(4) Mechanical Defect Reports

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

(5) Narrative Report

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

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

Q. Controlled Substance and Alcohol Testing

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

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

R. Utilities

The County will not provide utilities.

S. Storage Facilities

The County will not provide storage facilities for the Contractor.

T. Removal of Debris

All debris derived from the shuttle service specified herein shall be removed from Public Works' property and disposed of at the Contractor's expense.

U. Special Safety Requirements

Subsequent to the events of September 11, 2001, safety and antiterrorist preparations on public transit systems have become a much greater concern than in prior years. It is critical to integrate security throughout every aspect of 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.

Based on the Homeland Security - Presidential Directive 3 as shown in Exhibit J.2, Homeland Security Presidential Directive, the Federal government has implemented a color code warning system that will alert the public to the anticipated level of terrorist threat should they be aware of such a situation. Additionally, the Federal Transit Administration (FTA), in response to the Office of Homeland Security, has undertaken a series of major steps to help prepare the transit industry to counter terrorist threats by providing direct assistance to transit agencies throughout various on-site program. FTA's website (<http://transit-safety.volpe.dot.gov>) contains the background of this program and information to assist transit agencies in developing their security plans.

The plan must meet the FTA's Safety and Security requirements as indicated in Exhibit J.3, Top 20 Security Program Action Items for Transit Agencies, which is copied from the FTA website at <http://transit-safety.volpe.dot.gov/security/securityinitiatives/top20/default.asp>.

The Contractor is also encouraged to refer to Exhibit J.4, Federal Transit Administration Transit Threat Level Response Recommendation. This attachment was copied from the FTA website at <http://transitsafety.volpe.dot.gov/Security/SecurityInitiatives/ThreatLevel/default.asp>, and it describes specific transit industry protective measures that the Homeland Security Advisory System has developed for public transit agencies to consider implementing at each color code warning level.

The details of the Contractor's Transit Security Plan will be negotiated with Director to ensure that the County's needs are adequately addressed.

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

V. Responsibilities of the Contractor

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

W. Responsibilities of Public Works

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

X. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices (CSP). 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 shutdown 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.

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Headings

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

B. Definitions

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

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

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Contract shall include the Specifications, together with any special provisions thereof. Included are all supplemental agreements amending or extending the service to be performed which may be required to supply acceptable services specified herein.

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

Contract Work, Work. The entire contemplated work of construction, maintenance, and repair to be performed and services rendered as prescribed in the Specifications and covered by this Contract.

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

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

District. Los Angeles County Flood Control District, County of Los Angeles Department of Public Works, County of Los Angeles Sewer Maintenance Districts, and/or County of Los Angeles Waterworks Districts.

Proposal. The written instrument which a Contractor submitted in conformance with the solicitation document (Request for Proposals).

Proposer. Any individual, firm or corporation submitting a priced Proposal for the work, acting directly or through a duly authorized representative.

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

Solicitation. Request for Proposals or Request for Quotation.

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

Subcontract. An agreement to employ a Subcontractor; to employ or agree to employ a Subcontractor.

Subcontractor. Persons, companies, corporations, or other entities furnishing supplies, services of any nature, equipment, or materials to the Contractor, at any tier under oral or written agreement.

C. Director to Interpret Contract

Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, the Director will be consulted. The Director's decision thereon will be final and conclusive.

## SECTION 2

### GENERAL CONDITIONS OF CONTRACT WORK

A. Labor

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

B. Public Convenience

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

C. Cooperation

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

D. Care and Protection of Facilities

The Contractor shall recognize that any damage to Public Works' facilities from Contractor negligence shall, to Public Works' satisfaction, be repaired at the Contractor's expense. The Contractor shall be responsible for the security of any and all of Public Works facilities in its care. The Contractor shall provide protection against vandalism, accidental, or malicious damage, both during working and nonworking hours.

E. Equipment, Labor, Supervision, and Materials

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

F. Permits/Licenses

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.

G. Quality of Work

The Contractor shall provide the quality of work under this Contract which is at least equivalent to that which the Contractor provides to all other clients it serves.

All work shall be executed by experienced workers. All work shall be under supervision of a well-qualified supervisor. The Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

H. Cooperation and Collateral Work

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

I. Authority of Public Works and Inspection

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

J. Safety Requirements

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

K. Public Safety

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

L. Work Area Controls

The Contractor shall comply with all applicable laws and regulations. The Contractor shall maintain work area in a neat, orderly, clean, and safe manner. The Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Director's approval.

M. Transportation

Public Works will not provide transportation to and from the jobsite, nor travel around the limits of the jobsite.

N. Storage of Material and Equipment

The Contractor shall not store material or equipment at the jobsite, except as might be specifically outlined in other sections. Public Works will not be liable or

responsible for any damage, by whatever means, or for the theft of the Contractor's material or equipment from any jobsite.

O. Jobsite Safety

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

P. Recycled-Content Paper Products

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

Q. Liquidated Damages

1. On-Time Performance

In the event Contractor fails to meet an on-time performance, it is agreed that County may, at its sole discretion, assess against Contractor liquidated damages in the amount of \$500 per incident, if within any 30-day period any of the following incidents occur on a route after the occurrence of one substantiated incident on the same route during such 30-day period:

- a. A Service trip departs in advance of schedule departure time at any designated time point.
- b. A Service trip departs more than five minutes following the time set forth for departure at any designated time point.
- c. A Service trip fails to arrive at the timed transfer point five minutes before the next departure.

2. Vehicles Not Available

If specified number of regular service vehicles, not including backup, are not in service, the liquidated damages will be \$100 per vehicle per hour, up to a maximum of \$500 per vehicle per day.

3. Excessive Complaints

In the event of any valid passenger's complaint, the liquidated damages shall be \$300 per complaint. County and Contractor shall jointly determine which complaints are valid (i.e., as a result of Contractor's actions which

could have reasonably been prevented). However, the final decision on validity of passenger complaints shall rest with Director.

4. Reporting

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

5. Shutdown of Vehicles

If any Service vehicle is shut down, as a result of an unsatisfactory rating by the CHP, the liquidated damages will be \$200 per day per vehicle during the shut down.

6. Preventive Maintenance

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

7. Deficient Vehicle Conditions

In the event any Service vehicle is rejected by Director as a result of deficient mechanical condition or unacceptable vehicle appearance, \$200 per day per vehicle in liquidated damages will be assessed until the condition is corrected satisfactorily to Director. If Contractor has documentation indicating that the condition of the vehicle cannot be corrected due to the availability of parts, then Director, at its sole discretion, may waive the liquidated damages until the parts are available.

8. Engine Smoke

If any Service vehicle fails to pass a smoke test, the liquidated damages will be \$200 per occurrence. If a vehicle received a complaint letter or compliance form from the California Air Resources Board, South Coast Air Quality Management District, the CHP, or other governmental agency authorized to issue such a letter or form, the liquidated damages will be \$200 per occurrence. If such complaint is found to be without merit,

Director, at its sole discretion, may waive the liquidated damages. If a vehicle received a citation for smoke from California Air Resources Board, South Coast Air Quality Management District, the CHP, or other governmental agency authorized to issue such citation, Contractor shall be liable for the citation in addition to the above liquidated damages.

9. Permanent Vehicle Rejection

In the event any Service vehicle is rejected permanently by Director as a result of vehicle condition, Contractor shall replace said vehicle and will be assessed \$200 per day per vehicle in liquidated damages until vehicle is replaced with one that is satisfactory to Director.

10. Incorrectly Set Destination Signs

In the event any Service vehicle displays an incorrect destination sign while in service or if it fails to display the "Not In Service" sign when it is not in revenue service, the penalty shall be \$25 per occurrence.

11. Vehicle Warranty

If due to Contractor's negligence of vehicle preventive maintenance program, as determined by Director, any warranty coverage of County Vehicles is lessened or invalidated, the penalty shall be \$200 per occurrence.

12. Off Routing

If a regular scheduled Service vehicle is identified as operating "off route," the penalty shall be \$200 per occurrence.

SECTION 3

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT  
ADMINISTRATION

A. Limitation of the County's Obligation Due to Nonappropriation of Funds

1. The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.
2. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.
3. In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or work shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such nonallocation at the earliest possible date.

B. Gratuitous Work

The Contractor agrees that should work be performed outside the scope of work indicated and without Public Works' prior written approval in accordance with Section 3.V, Changes and Amendments of Terms, such work shall be deemed to be a gratuitous effort by the Contractor, and the Contractor shall have no claim, therefore, against the County.

C. No Payment for Services Following Expiration or Termination of Contract

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

D. Nondiscrimination in Employment

1. The Contractor shall ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or gender. Such action shall include, but not be limited to the following:

employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

2. The Contractor shall deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or gender.
3. The Contractor shall allow the County representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the County.
4. If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend this Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the antidiscrimination provisions of this Contract.
5. The parties agree that in the event the Contractor violates the antidiscrimination provisions of this Contract, the County shall, at its option, be entitled to a sum of \$500 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

E. Assignment

1. The Contractor may not delegate its duties or assign its rights under this Contract, either in whole or in part, without the prior written consent of the Director. Any prohibited delegation of duties or assignment of rights under this Contract shall be null and void and shall constitute a breach for which the Contract may be terminated. Any payments to any assignee of any claim under this Contract in consequence of such consent shall be subject to set-off, recoupment, or other reduction for any claim which the County may have.
2. Any delegation of duties or assignment of rights, including but not limited to a merger, acquisition, asset sale and the like, shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the Director for approval of an assignment shall include all applicable information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work.

F. Subcontracting

1. No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of the terms of this Contract without the express written consent of the County shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.
2. In the event the County should consent to subcontracting, each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.
3. In the event the County should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."
4. Any third-party delegate(s) appointed by the Contractor shall be specified in writing to the Director for advance concurrence.
5. No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this Contract. The Contractor shall, at all times, be personally responsible for the performance of this Contract.

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

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements of the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

H. Employment Eligibility Verification

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

I. Assurance of Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, gender, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

J. Compliance with Laws

1. The Contractor agrees to comply with all applicable Federal, State, and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.
2. The Contractor agrees to indemnify and hold the County harmless from any loss, damage, or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations, or ordinances.

K. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

2. For breach or violation of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from this Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

L. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of California.

M. Termination for Improper Consideration

1. County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against the Contractor as it could pursue in the event of default by the Contractor.
2. The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment or tangible gifts. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861. Such fraud may also be reported via e-mail to [fraud@oci.co.la.ca.us](mailto:fraud@oci.co.la.ca.us) and by mail to Los Angeles County Fraud Hotline, 1000 South Fremont Avenue, Unit 51, Alhambra, CA 91803-4737.

N. Notice of Delay

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

O. Record Retention and Inspection

The Contractor agrees that the County or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, time cards, or other records relating to this Contract. Such material, including all pertinent costs, accounting, financial records, and proprietary data, shall be kept and maintained by the Contractor, at a location in Los Angeles County, for a period of five years after completion of

this Contract unless the County's written permission is given to dispose of material prior to the end of such period.

P. Validity

The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision.

Q. Waiver

No waiver of a breach of any provision of this Contract by either party shall constitute a waiver of any other breach of said provision or any other provision of this Contract. Failure of either party to enforce at anytime or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

R. Disclosure of Information

1. The Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Contract within the following conditions:
  - a. The Contractor shall develop all publicity material in a professional manner.
  - b. During the course of performance of this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and County Counsel. The County shall not unreasonably withhold written consent and approval by the County may be assured in the event no adverse comments are received in writing within two weeks after submittal.
  - c. The Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded a Contract to provide these services, provided that the requirements of this Article shall apply.

S. Default and Termination

1. Default

- a. The County may, subject to the provisions of Subsection c (pertaining to defaults of subcontractors) of this Section S.1, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:
  - (1) If the Contractor fails to perform the work within the time specified herein or any extension thereof; or
  - (2) If the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 calendar days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.
- b. In the event the County terminates this Contract in whole or in part as provided in Subsection a above, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
- c. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

- d. If, after Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Section 3, Paragraph R.4, Termination for Convenience.
- e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- f. As used herein, the terms "subcontractor" and "subcontractors" mean persons, companies, corporations, or other organizations furnishing supplies, services of any nature, equipment, or materials to Contractor, at any tier, under oral or written agreement.

2. Default for Insolvency

The County may cancel this Contract forthwith for default in the event of the occurrence of any of the following:

- a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.
- b. The filing of a voluntary petition to have the Contractor declared bankrupt.
- c. The appointment of a Receiver or Trustee for the Contractor.
- d. The execution by the Contractor of an assignment for the benefits of creditors.
- e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

3. Unsatisfactory Service

Public Works reserves the right to cancel these services upon giving 14 days' written notice if the work is deemed unsatisfactory in the Director's opinion.

4. Termination for Convenience

It is not the intent of the County to terminate this Contract before the completion of all items except for sound business reasons of which the County shall be the sole judge, however, and notwithstanding:

- a. The County reserves the right to renegotiate the terms of this Contract to reduce the Contractor's compensation in the event such reduction is necessary, in the sole discretion of the County, to achieve County budget reductions. Nothing in this paragraph is intended to diminish the County's right to terminate this Contract as provided herein.
- b. The County may at any time terminate this Contract, or any portion thereof, without liability (except as hereinafter provided) by delivering to the Contractor written notice specifying the desired termination date at least 30 days in advance thereof.
- c. If this Contract is terminated, the Contractor shall, within 30 days of the Notice of Termination, complete those items of work which are in various stages of completion which the Director determines are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by the Contractor under this Contract shall be delivered to the County upon request and shall become the property of the County.

5. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Requirements

Failure of the Contractor to maintain compliance with the requirements set forth in Section 3, Paragraph G of this Exhibit B shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of the Contract, failure of the Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate the Contract pursuant to Paragraph S1 "Default," of this Section 3, and debar the Contractor pursuant to County Code Chapter 2.202.

T. Notification

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

hereinafter designated in writing by the Contractor. The notices and envelopes containing the same to the County shall be addressed to:

Chief Deputy Director  
County of Los Angeles Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

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

U. County Lobbyists

The Contractor certifies that it and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor are familiar with the requirements of the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach upon which the County may immediately terminate or suspend this Contract.

V. Changes and Amendments of Terms

The County reserves the right to change any portion of the work required under this Contract, or amend such terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

1. For any change which does not materially affect the scope of work, period of performance, payments, or any material term or condition included in this Contract, a Change Notice shall be prepared and signed by the Director and Contractor.
2. For any revision which materially affects the scope of work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor.
3. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant the Contractor extensions of time provided, however, that

the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.

W. Confidentiality

The Contractor shall maintain the confidentiality of all its records relating to this Contract, according to all applicable Federal, State, and County laws, regulations, ordinances, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

X. Quantities of Work

The Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the estimated and actual quantities of work done or for work decreased or eliminated by the County.

Y. County's Quality Assurance Plan

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

## SECTION 4

### INDEMNIFICATION AND INSURANCE REQUIREMENTS

#### A. Independent Contractor Status

This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the County and the Contractor.

The Contractor understands and agrees that all persons furnishing services to the County pursuant to this Contract are, for all purposes including, but not limited to Workers' Compensation liability, employees solely of the Contractor and not of the County.

The Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of the Contractor pursuant to this Contract.

#### B. Indemnification

The Contractor shall indemnify, defend, and hold harmless the County, its special districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

#### C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by Section 4, Paragraph B (above), and to the extent allowed by law, the Contractor agrees to defend, indemnify and hold harmless the County, its special districts, and its officers, employees and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including but not limited to injury or death to employees of the Contractor, its subcontractors or the County, attributable to any alleged act or omission of the Contractor and/or its subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify and hold harmless includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multi-employer worksites. The Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of the County. The County may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the County, including legal fees and staff costs, associated with any investigation or

enforcement proceeding brought by Cal/OSHA arising out of the work being performed by the Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.
2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:
  - a. Specifically identify this Contract.
  - b. Clearly evidence all coverage required in this Contract.
  - c. Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.
  - d. Include copies of the additional insured endorsement to the commercial general liability and automobile policies, adding the County, its special districts, its officials, officers, and employees as insureds for all activities arising from this Contract.
  - e. Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including but not limited to expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
3. Insurer Financial Rating - Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by the County.
4. Failure to Maintain Coverage - Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable

to the County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend the Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

5. Notification of Incidents, Claims, or Suits - The Contractor shall report to the County's Contract Manager:
  - a. Any accident or incident relating to work performed under the Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
  - b. Any third-party claim or lawsuit filed against the Contractor arising from or related to work performed by the Contractor under this Contract.
  - c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Nonemployee Injury Report."
  - d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to the Contractor under the terms of this Contract.

E. Compensation for County Costs

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

F. Insurance Coverage Requirements for Subcontractors

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

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

G. Insurance Coverage Requirements

1. Liability

Such insurance shall be endorsed naming County as an additional insured as follows:

"The County of Los Angeles, its political subdivisions, agencies, entities, or organizations for which the Los Angeles County Board of Supervisors is the governing body, their agents, officers, and employees."

This statement must appear exactly as written on all Certificates of Insurance for liability coverage.

Such insurance shall include:

- a. General liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, advertising, products/completed operations, broad form property damage, and contractual, independent contractor, and personal injury with a combined single-limit of not less than \$2 million per occurrence.

- (1) If written with an annual aggregate limit, the policy limit should be three times the above-required occurrence limit.

- (2) If written on a claim form, Contractor shall be required to provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

2. Automobile Liability

Such insurance shall be endorsed for all owned, hired, and nonowned vehicles in an amount as recommended by the Public Utilities Commission but not less than the following:

- a. Seating capacity of 16 passengers or more (including driver), \$5 million.
- b. Seating capacity of 15 passengers or less (including driver), \$1.5 million.
- c. Taxicabs as defined by Vehicle Code, Section 27908, a minimum of \$100,000 per person, \$300,000 per occurrence, and \$50,000 property damage or a combined single-limit of \$300,000.

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

3. Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other State for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which the Contractor is responsible.
4. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:
  - a. Each Accident: \$1 million
  - b. Disease - policy limit: \$1 million
  - c. Disease - each employee: \$1 million
5. As a condition precedent to its performance pursuant to this Contract, the Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.
6. Property Coverage insurance shall be endorsed naming the County as loss payee, provide deductibles of no greater than 5 percent of the property value, and shall include:
  - a. Personal Property: Automobiles and Mobile Equipment - Special form "all risk" coverage for the actual cash value of County-owned or leased property.
  - b. Real Property and All Other Personal Property - Special form "all risk" coverage for the full replacement value of County-owned or leased property.

## SECTION 5

### LABOR RELATIONS AND RESPONSIBILITIES

A. Labor Law Compliance

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

B. Overtime

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

C. Prohibition Against Use of Child Labor

1. The Contractor shall:

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

2. Failure by the Contractor to comply with provisions of this clause will be grounds for immediate cancellation of this Contract.

D. Consideration of Hiring GAIN/GROW Employees

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any

such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by category to the Contractor.

E. Notice to Employees Regarding the Federal Earned Income Credit

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

F. Legal Status of Contractor's Personnel at Facility

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

G. Consideration of Hiring County Employees Targeted for Layoffs

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this Contract.

## SECTION 6

### CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the proposed Contract. It is the County's policy to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.
- C. The County may debar a contractor if the Board of Supervisors, in its discretion, finds that the Contractor has done any of the following: (1) violated any term of a contract with the County; (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, Public Works will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.
- F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- G. These terms shall also apply to subcontractors of the Contractor.

## SECTION 7

### COMPLIANCE WITH LIVING WAGE PROGRAM

#### A. Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program (Program) as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Form LW-1 and incorporated by reference into and made a part of this Contract.

#### B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Program (Section 2.201.090 of the County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County under this Contract:
  - a. Not less than \$9.46 per hour if, in addition to the per-hour wage, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
  - b. Not less than \$8.32 per hour if, in addition to the per-hour wage, Contractor contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its employees the higher hourly living wage rate.
2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for the County under this Contract. If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Program shall be attached to the agreement. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to the County under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a

recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.
4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement, and Contractor shall immediately notify County if Contractor at any time either comes within the Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Program. Unless Contractor satisfies this requirement within the time frame permitted by the County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.

C. Contractor's Submittal of Certified Monitoring Reports

1. Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County, or any other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if the Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours, and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operation in California.

E. County Auditing of Contractor Records

1. Upon a minimum of 24 hours' written notice, the County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports.
2. Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under this Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate into Spanish and any other language spoken by a significant number of Employees the posters and handouts.

G. Enforcement and Remedies

1. If Contractor fails to comply with the requirements of this Section, the County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.
2. Remedies For Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information, or is inaccurate, or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. **Withholding of Payment:** If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
  - b. **Liquidated Damages:** It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete, or uncertified, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete, and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
  - c. **Termination:** Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.
3. **Remedies for Payment of Less Than the Required Living Wage:** If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
- a. **Withholding Payment:** If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. The County may withhold said amount until Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
  - c. Termination: Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.
4. Debarment: In the event Contractor breaches a requirement of this Section, the County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

H. Use of Full-Time Employees

Contractor shall assign and use full-time employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time employees for services provided under this Contract unless and until the County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-employee staffing plan. If Contractor changes its full-time-employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to the County.

I. Contractor Retaliation Prohibited

Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person, or entity who has reported a violation of the Program to the County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

J. Contractor Standards

During the term of the Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by the County, Contractor shall demonstrate to the satisfaction of the County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

SECTION 8

CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

A. Contract Subject to Jury Service Program

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

B. Written Employee Jury Service Policy

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

satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

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

## SECTION 9

### LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

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

SECTION 10

SAFELY SURRENDERED BABY LAW PROGRAM

A. Notice to Employees Regarding the Safely Surrendered Baby Law

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

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

Department of the Treasury  
Internal Revenue Service  
**Notice 1015**

(Rev. December 2003)

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

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**What Is the EIC?**

The EIC is a refundable tax credit for certain workers.

**A change to note.** Workers cannot claim the EIC if their 2003 investment income (such as interest and dividends) is over \$2,600.

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

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

**Note:** You are encouraged to notify each employee whose wages for 2003 are less than \$34,692 that he or she may be eligible for the EIC.

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

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2004.

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

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

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2003 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

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

Eligible employees claim the EIC on their 2003 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2003 and owes no tax but is eligible for a credit of \$791, he or she must file a 2003 tax return to get the \$791 refund.

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

Eligible employees who expect to have a qualifying child for 2004 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Circular E (Pub. 15), Employer's Tax Guide.

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**Notice 1015**  
(Rev. 12-2003)

# No shame. No blame. No names.

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



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



State of California  
Gray Davis, Governor

Health and Human Services Agency  
Crandall Johnson, Secretary

Department of Social Services  
Alva Saenz, Director



Los Angeles County Board of Supervisors  
Glenn Molina, Supervisor, First District  
Yvonne Brundage Burke, Supervisor, Second District  
Zev Yaroslavsky, Supervisor, Third District  
Brian Kopp, Supervisor, Fourth District  
Michael B. Antonovich, Supervisor, Fifth District

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

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

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

**How does it work?**

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

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

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-340-4000.

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

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

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

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

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

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

**What happens to the baby?**

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

**What happens to the parent?**

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

**Why is California doing this?**

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

**A baby's story**

At 6:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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

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

# Sin pena. Sin culpa. Sin peligro.

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



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

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



Estado de California  
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos  
Evelyn D. Dumas, Directora  
Linda M. Hirsch, Administradora

Departamento de Servicios Sociales  
Lorenza M. Torres, Directora  
Linda M. Hirsch, Directora



Consejo de Supervisores del Condado de Los Angeles

Alta Molina, Supervisora, Primer Distrito  
Walter Brantley Burke, Supervisor, Segundo Distrito  
Zoya Gulyaevsky, Supervisor, Tercer Distrito  
John Gallo, Supervisor, Cuarto Distrito  
Michael J. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también es patrocinada por el programa 5 LA y INFOLINE de Los Angeles.

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

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

**¿Cómo funciona?**

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

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

Los padres que cambian de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-548-4000.

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

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

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

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

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

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

**¿Qué ocurrirá con el bebé?**

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

**¿Qué pasará con el padre/madre?**

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

**¿Por qué California hace esto?**

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

**Historia de un bebé**

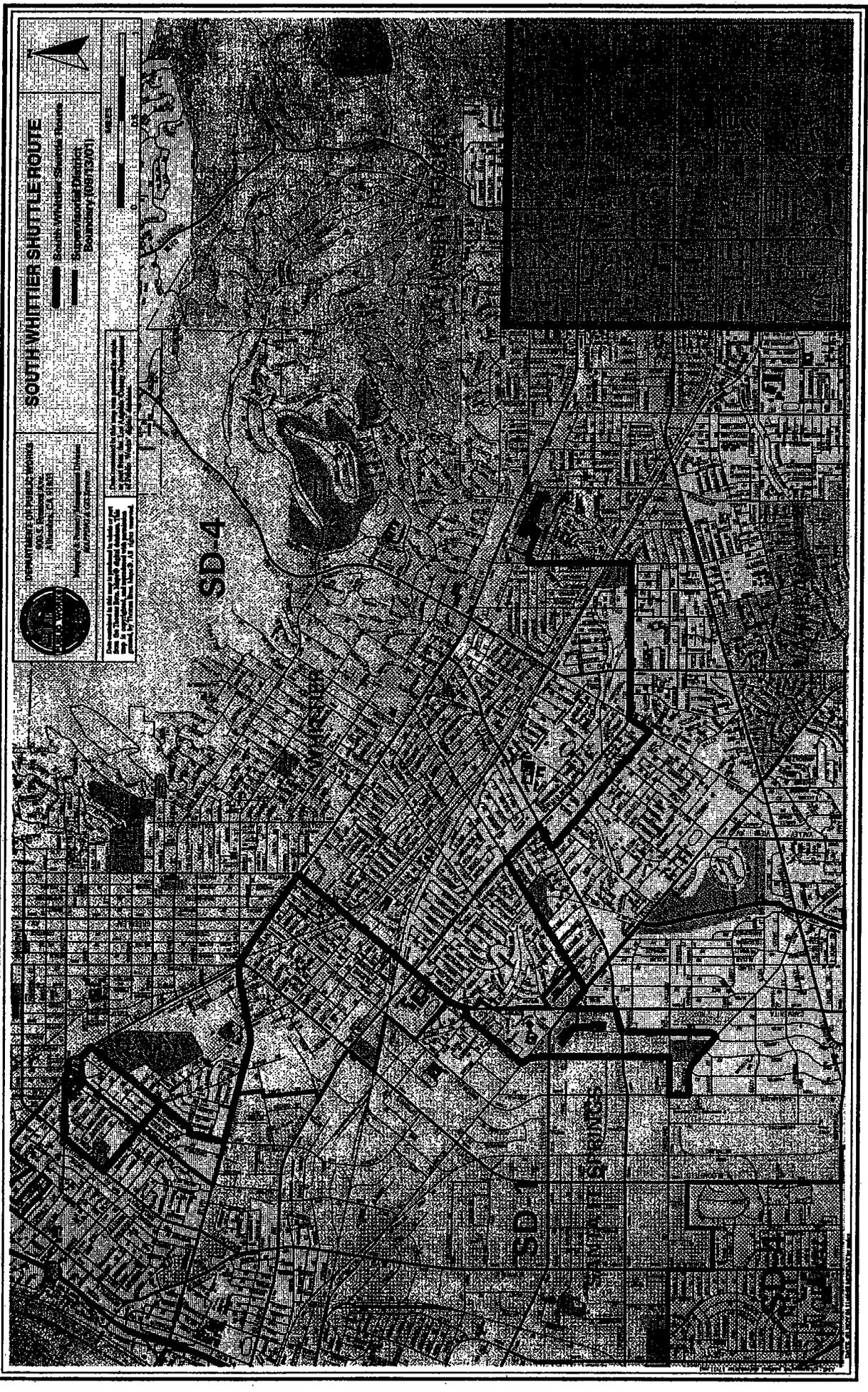
A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el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

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

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



**WHITTIER  
SHUTTLE SERVICE**

- 
- **Route Descriptions**
  - **Schedules**
  - **Timed Stop Location Listings**

**Route 1 (Eastbound)**

The route originates at the Sorensen County Park at the corner of Broadway Avenue and Reichling Lane and travels north on to Whittier Boulevard. The route travels south on to Sorensen Avenue from Whittier Boulevard. The route travels south along Sorensen Avenue to Washington Boulevard and east to Painter Avenue. At this point, the route goes south on Painter Avenue until it reaches Lakeland Road, then goes west one block, and then continues south one block on Shoemaker Avenue. The route continues south on Meyer Road from Shoemaker Avenue, then turns north on to Laurel Avenue.

The route travels north on Laurel Avenue until reaching Florence Avenue. The route travels east one block, then travels north on to Carmenita Road. At Carmenita Road the route travels north, then south on to Telegraph Road. The route travels north on Gunn Avenue and turns east one block on to Mulberry Drive. The route then travels south on Mills Avenue, turns east on Broadway Avenue, north on to Colima Road, and continues east on Mulberry Drive until reaching Scott Avenue. At Scott Avenue, the route travels north until entering the Whittwood Mall via Cullen Street.

**Route 1 (Westbound)**

The westbound bus travels the same route as the eastbound bus in the reverse direction. It originates in Whittier at the Whittwood Mall and ends as the route travels west on Broadway then east at Rose Hedge Drive.

**Whittier Shuttle**  
**System Map and Schedules**

**Route 1-East** The route runs once each hour, primarily traveling eastbound from Los Angeles County's Sorensen Park, through major sections of South Whittier terminating at the Whittwood Shopping Mall.

	<u>Each Hour</u>	
Sorensen Park (Broadway Avenue and Reichling Lane)	:00	timed stop
Sorensen and Whittier Boulevard	:05	
Painter Avenue and Cullen Street	:10	
Painter Avenue and Telegraph Road	:15	timed stop
Lakeland Road and Painter Avenue	:20	
Meyer Road and Laurel Avenue	:25	
Laurel Avenue and Florence Avenue	:30	timed stop
Mulberry Drive and Gunn Avenue	:35	
Broadway Street and Colima Road	:40	
Lambert Road and Scott Avenue	:45	
Whittwood Shopping Mall (Cullen Street and Scott Avenue)	:50	timed stop

**Route 1-West**

Each Hour

Whittwood Shopping mall (Cullen Street & Scott Avenue)	:00	timed stop
Lambert Road and Scott Avenue	:05	
Broadway Street and Colima Road	:10	
Mulberry Drive and Gunn Avenue	:15	
Laurel Avenue and Florence Avenue	:20	
Meyer Road and Laurel Avenue	:25	timed stop
Lakeland Road and Painter Avenue	:30	
Painter Avenue and Telegraph Road	:35	timed stop
Painter Avenue and Cullen Street	:40	
Sorensen and Whittier Boulevard	:45	
Sorensen Park (Broadway Avenue and Reichling Lane)	:50	timed stop

## PROPOSED COUNTY-OWNED NEW VEHICLE SPECIFICATIONS

These vehicles will be similar to the 31-foot buses utilized on the DASH service operated by the City of Los Angeles.

- 2004 Model el Dorado National E-Z Rider II
- 102" Exterior width
- 30' 11" Overall length
- 160" Wheelbase
- Mechanical fan drive with spring-loaded idler
- Kneeling front suspension system
- Air Valve below front bumper
- 500 ABS brake system
- 200 AMP alternator
- Stainless steel battery tray, six (6) group 31 batteries
- Cummins propane 5.9 gallon fuel package, 195 HP
- 169 gallon usable fuel capacity
- Spare tire and wheel (one for each vehicle)
- Tilt and telescopic steering column
- 5-Speed Allison B300R transmission
- High-idle assembly
- Backup alarm warning
- Hubodometer
- Air-operated door, slide glide type with three (3) position control
- Hydraulic wheelchair lift at front door
- Deceleration alert rear lights
- Floor-mounted directional signals
- Air compressor, engine mounted
- Seating for twenty-nine (29) passengers, with six (6) flip-up-type
- American Seating model #6468 with VR-50 inserts, fiberglass
- ADA-compliant securement system for two (2) wheelchair passengers
- Intermittent wipers
- Rear collision avoidance light
- Fluorescent interior lighting
- Twinvision LED front and side destination signs
- Internal public address system with gooseneck microphone
- Radio two-way, prewire and antenna
- Ribbed isle flooring, rubber
- Carpeted kick panels
- Driver's barrier, top and bottom sections
- Rear view interior mirror
- Motorized and heated exterior mirror
- Passenger assists, left and right at front door
- Eight (8) vertical stanchions throughout perimeter seating
- New View blind for driver's window
- Six (6) ceiling grab rails with hand straps
- 32" Transom tip-in passenger windows
- Transit care graffiti guard window inserts on passenger windows
- Passenger pull cord signal system with chime and dash light
- Front assembly heating and air conditioning
- Thermo King Model R134A heating and ventilation system
- Amerex fire suppression system with methane detection
- Remote control transpec roof hatch
- Main Treasury farebox
- First-aid kit, fire extinguisher, and tri-reflectors

## MINIMUM REQUIRED CONTRACTOR VEHICLE SPECIFICATIONS

### Section I

- 1999 or newer standard 30 ft or Low Floor equal to el Dorado National EZ Rider 2 or MST 2
- ~~LPG or CNG~~
- 20-24 passenger including two (2) wheelchair
- Minimum 19,000 LB GVWR
- Maximum 178" wheelbase
- Four (4) Wheel Disc Brakes, 14.75' diameter
- 7,000 lbs. front axle (GAWR)
- 12,000 lbs. rear axle (GAWR)
- Spring suspension front and rear (option for rear air)
- Folding seats are provided in the wheelchair area, which cannot be used while wheelchairs are on board
- Vertical stanchions throughout perimeter seating
- 86,000 BTU passenger area air-conditioning system
- 24,500 BTU driver area air-conditioning system
- 35,000 BTU passenger area heater
- Passenger pull cord system
- "Stop Requested" sign
- Public address system with gooseneck microphone
- Backup alarm
- Equivalent to Ricon model S-2005 fully automatic wheelchair lift to include: manual backup, handrails, California brake interlock, lift pad kit, lift lighting, all ADA
- ~~ADA-compliant securement system for two (2) wheelchair passengers~~
- 10 lbs. ABC Fire Extinguisher, first-aid kit, reflector kit, body fluid kit
- Inside and Outside signage
- Fare box

### Section II

- If Section I vehicle type is not available, then ~~gasoline-powered cutaway vehicle may be offered in substitution~~
- ~~1999 or newer~~
- 20-24 passenger including two (2) wheelchair
- Minimum 19,000 LB GVWR
- Maximum 178" wheelbase
- Four (4) Wheel Disc Brakes, 14.75' diameter
- 7,000 lbs. front axle (GAWR)
- 12,000 lbs. rear axle (GAWR)
- Spring suspension front and rear (option for rear air)
- Folding seats are provided in the wheelchair area, which cannot be used while wheelchairs are on board
- Vertical stanchions throughout perimeter seating
- 86,000 BTU passenger area air-conditioning system
- 24,500 BTU driver area air-conditioning system
- 35,000 BTU passenger area heater
- Passenger pull cord system
- "Stop Requested" sign
- Public address system with gooseneck microphone
- Backup alarm
- Equivalent to Ricon model S-2005 fully automatic wheelchair lift to include: manual backup, handrails, California brake interlock, lift-pad kit, lift lighting, all ADA
- ADA-compliant securement system for two (2) wheelchair passengers
- 10 lbs. ABC Fire Extinguisher, first-aid kit, reflector kit, body fluid kit
- Inside and outside signage
- Fare box

**Section III**

- If Sections I or II vehicle types are not available, then diesel-powered cutaway vehicle may be offered in substitution
- Diesel-powered engine must be ultra low sulfur (less than 15 ppm) with a California Air Resources Board Certified particulate filter equal to Arco EC
- 1999 or newer
- 20-24 passenger including two (2) wheelchair
- Minimum 19,000 LB GVWR
- Maximum 178" wheelbase
- Four (4) Wheel Disc Brakes, 14.75' diameter
- 7,000 lbs. front axle (GAWR)
- 12,000 lbs. rear axle (GAWR)
- Spring suspension front and rear (option for rear air)
- Folding seats are provided in the wheelchair area, which cannot be used while wheelchairs are on board
- Vertical stanchions throughout perimeter seating
- 86,000 BTU passenger area air-conditioning system
- 24,500 BTU driver area air-conditioning system
- 35,000 BTU passenger area heater
- Passenger pull cord system
- "Stop Requested" sign
- Public address system with gooseneck microphone
- Backup alarm
- Equivalent to Ricon model S-2005 fully automatic wheelchair lift to include: manual backup, handrails, California brake interlock, lift-pad kit, lift lighting, all ADA
- ADA-compliant securement system for two (2) wheelchair passengers
- 10 lbs. ABC Fire Extinguisher, first-aid kit, reflector kit, body fluid kit
- Inside and outside signage
- Fare box

**CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM**

1. Substance Abuse Testing

It shall be the duty of PROVIDER to take all steps feasible to ensure that those employed personnel, independent contractors' or subcontractors' employees servicing or operating SERVICE vehicles pursuant to this AGREEMENT 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, PROVIDER shall, at a minimum, do the following:

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

The written policy statement shall indicate PROVIDER'S intention to:  
(1) initiate substance abuse testing as described hereinbelow;  
(2) immediately suspend any personnel testing "positive" for substance abuse from servicing or operating SERVICE vehicles pending review pursuant to the procedure described hereinbelow; 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 0.08 percent shall likewise require denial of the job application. If PROVIDER at any time during the period of this

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

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

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

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

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

All persons testing "positive" for controlled substance abuse or showing blood-alcohol concentration in excess of 0.08 percent shall be immediately suspended from servicing or operating **SERVICE** vehicles pending review pursuant to the review

procedure set forth hereinbelow. In the absence of an overruling of the suspension pursuant to the review procedure, PROVIDER shall permanently prohibit these individuals from servicing or operating SERVICE vehicles pursuant to this AGREEMENT.

All persons whose tests indicate a blood-alcohol concentration greater than 0.00 percent but less than 0.08 percent or show the presence of a medication known on occasion to cause drowsiness, impairment of judgment, and/or impairment of coordination, and other physical abilities shall be immediately suspended from servicing or operating a SERVICE vehicle for a period of twenty-four (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. Nondiscretionary, Random Substance Abuse Testing**

PROVIDER shall identify all personnel, independent contractors', or subcontractors' employees scheduled to service or operate SERVICE vehicles pursuant to this AGREEMENT 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 0.08 percent or of the presence of any controlled substance in any tested individual, PROVIDER shall immediately suspend that individual from servicing or operating a SERVICE vehicle

pursuant to this AGREEMENT.

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

**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**

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

**c. Institute A Review Procedure**

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

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

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

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

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

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

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

The Board has absolute discretion to question of extenuating circumstances.

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

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

2. Confidentiality

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

3. Liability

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

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

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

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

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

**FAX to:** (626) 979-5359  
or  
**MAIL to:** Los Angeles County Department of Public Works  
Attention Transit Operations Section  
P.O. Box 1460  
Alhambra, CA 91802-1460

**I. RANDOM TESTING**

	<u>DRIVERS TOTAL</u>	<u>MECH.</u>	<u>OTHER</u>	
a. Number of drivers and mechanics assigned to project this quarter.	_____	_____	_____	_____
b. Number of random test (25% minimum)	_____	_____	_____	_____
c. Number of positive tests results	_____	_____	_____	_____
d. Number of positive second tests	_____	_____	_____	_____
e. Action taken due to second positive tests	_____	_____	_____	_____

**II. PRE-EMPLOYMENT TESTING**

a. Number of potential employees tested	_____	_____	_____	_____
b. Number of positive tests results	_____	_____	_____	_____
c. Action taken on positive tests	_____	_____	_____	_____

**III. INCIDENT-RELATED TESTING**

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

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

Based on the Homeland Security - Presidential Directive 3 as shown in Exhibit J.2, Homeland Security Presidential Directive, the Federal government has implemented a color code warning system that will alert the public to the anticipated level of terrorist threat should they be aware of such a situation. Additionally, the Federal Transit Administration (FTA) in response to the Office of Homeland Security (OHS) has undertaken a series of major steps to help prepare the transit industry to counter terrorist threats by providing direct assistance to transit agencies throughout various on-site programs. FTA's website (<http://transit-safety.volpe.dot.gov>) contains the background of this program and information to assist transit agencies in developing their security plans.

The plan must meet the FTA's Safety and Security requirements as indicated in Exhibit J.3, Top 20 Security Program Action Items for Transit Agencies, which is copied from the FTA website at <http://transit-safety.volpe.dot.gov/security/Securityinitiatives/top20/default.asp>.

The Proposer is also encouraged to refer to Exhibit J.4, Federal Transit Administration Transit Threat Level Response Recommendation. This attachment was copied from the FTA website at <http://transit-safety.volpe.dot.gov/security/SecurityInitiatives/ThreatLevel/default.asp> and it describes specific transit industry protective measures that the Homeland Security Advisory System has developed for public transit agencies to consider implementing at each color code warning level.

The details of the Proposer's Transit Security Plan will be negotiated with the Director to ensure that the County's needs are adequately addressed.

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

## **HOMELAND SECURITY PRESIDENTIAL DIRECTIVE-3**

### **Purpose**

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

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

### **Homeland Security Advisory System**

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

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

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

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

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

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

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

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

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

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

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

1. **Low Condition (Green).** This condition is declared when there is a low risk of terrorist attacks. Federal departments and agencies should consider the following general measures in addition to the agency-specific Protective Measures they develop and implement:
  1. Refining and exercising as appropriate preplanned Protective Measures;
  2. Ensuring personnel receive proper training on the Homeland Security Advisory System and specific preplanned department or agency Protective Measures; and
  3. Institutionalizing a process to assure that all facilities and regulated sectors are regularly assessed for vulnerabilities to terrorist attacks, and all reasonable measures are taken to mitigate these vulnerabilities.
2. **Guarded Condition (Blue).** This condition is declared when there is a general risk of terrorist attacks. In addition to the Protective Measures taken in the previous Threat Condition, Federal departments and agencies should consider the following general measures in addition to the agency-specific Protective Measures that they will develop and implement:
  1. Checking communications with designated emergency response or command locations;
  2. Reviewing and updating emergency response procedures; and
  3. Providing the public with any information that would strengthen its ability to act appropriately.
3. **Elevated Condition (Yellow).** An Elevated Condition is declared when there is a significant risk of terrorist attacks. In addition to the Protective Measures taken in the previous Threat Conditions, Federal departments and agencies should consider the following general measures in addition to the Protective Measures that they will develop and implement:
  1. Increasing surveillance of critical locations;
  2. Coordinating emergency plans as appropriate with nearby jurisdictions;
  3. Assessing whether the precise characteristics of the threat require the further refinement of preplanned Protective Measures; and
  4. Implementing, as appropriate, contingency and emergency response plans.
4. **High Condition (Orange).** A High Condition is declared when there is a high risk of terrorist attacks. In addition to the Protective Measures taken in the previous Threat Conditions, Federal departments and agencies should consider the following general measures in addition to the agency-specific Protective Measures that they will develop and implement:

1. Coordinating necessary security efforts with Federal, State, and local law enforcement agencies or any National Guard or other appropriate armed forces organizations;
  2. Taking additional precautions at public events and possibly considering alternative venues or even cancellation;
  3. Preparing to execute contingency procedures, such as moving to an alternate site or dispersing their workforce; and
  4. Restricting threatened facility access to essential personnel only.
5. **Severe Condition (Red)**. A Severe Condition reflects a severe risk of terrorist attacks. Under most circumstances, the Protective Measures for a Severe Condition are not intended to be sustained for substantial periods of time. In addition to the Protective Measures in the previous Threat Conditions, Federal departments and agencies also should consider the following general measures in addition to the agency-specific Protective Measures that they will develop and implement:
1. Increasing or redirecting personnel to address critical emergency needs;
  2. Assigning emergency response personnel and pre-positioning and mobilizing specially trained teams or resources;
  3. Monitoring, redirecting, or constraining transportation systems; and
  4. Closing public and government facilities.

**Comment and Review Periods**

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

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

## **TOP 20 SECURITY PROGRAM ACTION ITEMS FOR TRANSIT AGENCIES**

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

### **Management and Accountability**

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

### **Security Problem Identification**

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

**Employee Selection**

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

**Training**

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

**Audits and Drills**

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

**Document Control**

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

**Access Control**

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

**Homeland Security**

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

**FEDERAL TRANSIT ADMINISTRATION**  
**TRANSIT THREAT LEVEL RESPONSE RECOMMENDATION**

**Federal Transit Administration (FTA) Policy Statement**

The FTA has developed a National Transit Response Model that supports the initiatives of the Office of Homeland Security (OHS). The plan is a guide for the FTA's response to the OHS Homeland Security Advisory System (HSAS). The Transit Threat Level Response Recommendation, in turn, provides guidance to the U.S. transit industry in responding to the various OHS threat level designations.

**Introduction and Background**

The FTA, in response to the OHS, has defined the following plan to guide transit response to the HSAS as defined in Homeland Security Presidential Directive #3. The plan establishes a consistent and coordinated transit response to potential threats in order to protect transit passengers, employees, and infrastructure and to support community emergency response efforts. Further, the plan is compatible with the way transit operates:

- Transit relies on an inherently open architecture, allowing free movement of passengers in public facilities and vehicles. This freedom of movement must be maintained to permit transit to perform its basic functions.
- Transit is geographically widespread, often operating on public infrastructure and requiring important interagency cooperation to ensure protection.
- There is great diversity in how police and security forces are provided and deployed at different transit systems. There is no national mandate to standardize this facet of transit operations and security force policies will remain a local agency decision.
- Transit functions include substantial differences in equipment, infrastructure, operations, and security practices from agency to agency. While this plan provides general guidance for response to individual threat conditions, the details of specific implementation vary substantially throughout these agencies.
- Transit systems are routinely under surveillance by their operating staff (e.g., drivers, supervisors, station attendants, and controllers), security employees, and, with increasing frequency, transit passengers. This normal level of vigilance, supplemented by appropriate awareness training and the protective measures identified under threat condition green/blue, may be sufficient vigilance for some systems.

## Threat Level/Attack/Recovery Systems Approach

The FTA National Transit Response Model supplements the existing HSAS Threat Condition model with Black and Purple designations to further define appropriate transit industry activities when an attack is in progress and during the post-event recovery of transit services and facilities.

<u>Color</u>	<u>Condition</u>
Green	Low Threat Level
Blue	General Threat Level
Yellow	Elevated Threat Level
Orange	High Threat Level
Red	Severe Threat Level
Black	Actual Attack
Purple	Recovery

The Black and Purple designations are interpreted as follows.

- Black indicates that an attack is underway against a specific transit agency or within the agency's immediate geographic area. The Black state is entered only when an attack has occurred. Black includes the immediate post-attack time period when the transit agency may be responding to casualties, assisting in evacuations, inspecting and securing transit facilities, or helping with other tasks directed by the local emergency management authority.
- Purple indicates the recovery of transit service after an attack has occurred. Purple includes restoration of levels of service, routes, and schedules; repairing or reopening facilities; adjustment of staff work schedules and duty assignments; responding to customer inquiries about services; and other activities necessary to restore transit service. The Purple state follows the Black state and may also exist for short time periods when the agency is transitioning from a higher threat condition to a lower threat condition (e.g., from Red to Orange). The Purple state will coexist with the prevailing threat condition. In other words, business recovery (Purple) will be accomplished while maintaining the prevailing readiness status (e.g., Orange protective measures).

### Threat Level Information

The Attorney General makes the decision to change the OHS threat level. Changes in threat levels typically will be in sequential stepwise order. As conditions warrant, elevated threat levels will typically progress in order from lowest (green) to highest (red). Likewise, as conditions warrant, returning from higher to lower threat levels will typically progress sequentially.

Transit response posture may vary depending on the nature of the threat level. For example, threat guidance focused on the northeastern region may dictate that transit

agencies in that region maintain a higher response posture than other regions of the country. If the guidance is modal-based, for example, a threat to subways and transit agencies with subway modes may maintain a higher response posture than agencies without subways. In fact, large multi-modal transit agencies may operate their different modes with different response postures.

However, based on information and conditions, transit agencies should be prepared for the distinct possibility of a nonsequential threat level advisory. For example, if information and conditions warrant, a current threat advisory level of "Yellow" could be directly elevated to "Red."

Transit agencies must work collaboratively with their local and regional emergency management organizations, joint terrorism task force, police agencies, and other organizations. Each transit agency is responsible for determining its own appropriate response posture, based on an assessment of the guidance received from all sources and the response posture of the communities where the agency provides service.

#### **FTA Recommended Protective Measures/Activities for Transit Agencies**

The FTA recommends the threat level protective measures and activities for transit agencies as suggested or recommended actions, not required actions. While each transit agency should implement measures/activities appropriate to its own operating environment, the following general guidelines apply:

- The threat/risk goes up with each successive level.
- Responses are additive; each level incorporates all activities from the previous levels.
- Threat information may be general or indicated for different geographical regions of the country, metro areas, cities, transit agencies, industries, facility types (e.g., subway, tunnel, bus, control center, etc.), or for a specific facility.
- Specific implementation must be determined by the transit agency in light of actual events; protective measures for a higher level than officially designated may be implemented by the transit agency. For example, if the threat advisory level is elevated from "Yellow" to "Orange" a transit agency may elect to implement not only "Orange" level suggested protective measures, but also some "Red" level protective measures.

The following table presents specific transit industry protective measures in response to the HSAS threat level conditions as well as for the actual attack and post-attack/recovery phases.

**FTA Recommended Transit Protective Measures: GREEN**

Low Condition (Green). This condition is declared when there is a low risk of terrorist attacks.

- Measure 1** Refining and exercising as appropriate preplanned Protective Measures.
- Measure 2** Ensuring personnel receive proper training on the Homeland Security Advisory System and specific preplanned department or agency Protective Measures.
- Measure 3** Institutionalizing a process to assure that all facilities and regulated sectors are regularly assessed for vulnerabilities to terrorist attacks, and all reasonable measures are taken to mitigate these vulnerabilities.
- Measure 4** All contractors and visitors must check or sign in and out of designated facilities or areas within the facility that are considered key command, control or communications centers or areas.
- Measure 5** Ensure existing security measures are in place and functioning such as fencing, locks, camera surveillance, intruder alarms, and lighting. Identify those additional security measures and resources that can enhance the security at the higher Threat Condition levels (e.g., increased surveillance).
- Measure 6** Establish local, regional, and system-wide threat and warning dissemination process, emergency communications capability, and contact information with law enforcement and security officials, including local FBI Field Offices, first responders, regional and district U.S. Department Of Transportation (DOT) and FTA representatives. Emergency communications should have redundancy in both hardware and means to contact security officials, law enforcement agencies, and mobile field command centers.
- Measure 7** Develop terrorist and security awareness and provide information and educate employees on security standards and procedures. Caution employees not to talk with outsiders concerning their facility or related issues.
- Measure 8** Advise all personnel at each facility to report the presence of unknown personnel, unidentified vehicles, vehicles operated out of the ordinary, abandoned parcels or packages, and other suspicious activities.

- Measure 9** Develop procedures for shutting down and evacuation of the facility. Facilities located near critical community assets should be especially vigilant of security measures.
- Measure 10** Incorporate security awareness and information into public education programs and notifications to emergency response organizations.
- Measure 11** Survey surrounding areas to determine those activities that might increase the security risks that could affect the facility, e.g., airports, government buildings, industrial facilities, pipelines, etc.
- Measure 12** Ensure contingency and business continuity plans are current and include a response to terrorist threats.
- Measure 13** Develop and implement hardware, software, and communications security for computer-based operational systems.

**FTA Recommended Transit Protective Measures: BLUE**

Guarded Condition (Blue). This condition is declared when there is a general risk of terrorist attacks.

- Measure 14** Establish liaison with each station or facility served to coordinate measures that may be necessary if the Threat Condition increases.
- Measure 15** Ensure that a response can be mobilized and review facility security plans and procedures including bomb threat; chemical, biological, or radiological threat; and evacuation procedures. Ensure plans incorporate EOD and tactical teams as necessary, including accessibility to explosive detection capabilities such as K-9 teams or electronic sniffers.
- Measure 16** Inspect perimeter fencing and repair all fence breakdowns. In addition, review all outstanding maintenance and capital project work that could affect the security of facilities.
- Measure 17** Review all operations plans, personnel details, and logistics requirements that pertain to implementing higher Threat Condition levels.
- Measure 18** Inspect all CCTV/Video, Camera/VCR equipment and intercom systems where applicable to ensure equipment is operational.
- Measure 19** Review and ensure adequacy of personnel and ID issuance and control procedures.

- Measure 20** Require each visitor to check in at designated facilities or areas within the facility that are considered key command, control or communications centers or areas and verify their identification - be especially alert to repeat visitors or outsiders who have no apparent business at the facility and are asking questions about the facility or related issues including the facility's personnel. Be familiar with vendors who service the facility and investigate changes in vendor personnel.
- Measure 21** Inspect emergency supplies to ensure equipment is in good working order.
- Measure 22** Provide the public with any information that would strengthen its ability to act appropriately.
- Measure 23** At regular intervals, remind all personnel to be suspicious and inquisitive about strangers, particularly those carrying suitcases or other containers. Watch for unidentified vehicles on or in the vicinity of facilities. Watch for abandoned parcels or suitcases and any unusual activity.
- FTA Recommended Transit Protective Measures: YELLOW**
- Elevated Condition (Yellow). An Elevated Condition is declared when there is a significant risk of terrorist attacks.
- Measure 24** Inform all law enforcement and security officials with an operational need to know of the increased threat. Communicate this information to agency employees who have an operational need to know. Reinforce awareness of responsibilities with employees.
- Measure 25** Test security and emergency communications procedures and protocols. Post Security Alert if appropriate. Check communications with designated emergency response or command locations.
- Measure 26** Secure all buildings and storage areas not in regular use. Increase frequency of inspection and patrols within the facility including the interior of buildings and along the facility perimeter. Increase surveillance in areas considered key command, control, or communications centers and areas such as truck docks, taxi lanes, parking lots, bridges, tunnels, and interlockings, as applicable.
- Measure 27** Check designated unmanned and remote sites at more frequent intervals for signs of unauthorized entry, suspicious packages, or unusual activities.

- Measure 52** Keep all personnel involved in implementing antiterrorist contingency plans on call.
- Measure 53** Secure and regularly inspect all buildings, rooms, and storage areas not in regular use.
- Measure 54** At the beginning and end of each workday and at other regular and frequent intervals, inspect the interior and exterior of buildings in regular use for suspicious packages.
- Measure 55** Examine mail (above the regular examination process) for letter or parcel bombs.
- Measure 56** Check all deliveries to facility and loading docks.
- Measure 57** Make staff and dependents aware of the general situation in order to stop rumors and prevent unnecessary alarm.
- Measure 58** At an early stage, inform members of local security committees of actions being taken. Explain reasons for actions.
- Measure 59** Operate random patrols to check vehicles, people, and buildings.
- Measure 60** Implement additional security measures for high-risk personnel as appropriate.

#### **FTA Recommended Transit Protective Measures: ORANGE**

High Condition (Orange). A High condition is declared when there is a high risk of terrorist attacks.

- Measure 61** Move cars and objects (e.g., crates, trash containers) at least 25 meters from buildings (where possible) particularly highly populated, mission related, or high profile buildings. Consider centralized parking. Move automobiles and other non-stationary items from station and terminal perimeters and other sensitive buildings or areas. Identify areas where explosive devices could be hidden.
- Measure 62** Close and lock gates and barriers except those needed for immediate entry and egress. Inspect perimeter fences on a regular basis. Ensure that other security systems are functioning and are available.
- Measure 63** Increase security manpower for additional surveillance, to act as a deterrent and prevent unauthorized access to secure areas, deploy specialty/technical resources, and enact local tactical plans, if applicable. The areas recommended for additional patrols should

include railroad terminals, on trains and busses, at bus stops, parking areas, loading docks, ticket counters, secure areas, bridges, tunnels and interlockings. Increasing surveillance of critical locations.

- Measure 64** Arrange for and deploy plainclothes law enforcement or security officials for surveillance in terminals, stations, and other locations as appropriate.
- Measure 65** Physically inspect visitors and randomly inspect their suitcases, parcels, and other containers.
- Measure 66** Continue Low, Guarded, and Elevated measures or introduce those that have not already been implemented.
- Measure 67** Activate emergency response plans.
- Measure 68** Reduce facility access points to the absolute minimum necessary for continued operation. Restrict threatened facility access to essential personnel only.
- Measure 69** Advise local police agencies that the facility is at a High Condition (Orange), and advise the measures being employed.
- Measure 70** Consult with local authorities about control of public roads and accesses that might make the facility more vulnerable to terrorist attack if they were to remain open. Take additional precautions at public events and possibly consider alternative venues or even cancellation.
- Measure 71** Erect barriers and obstacles to control direction of traffic flow and protect that terminal, station or other key area/facility from an attack by a parked or moving vehicle - company vehicles may be used for this purpose. Implement centralized parking and shuttle bus service where feasible.
- Measure 72** Schedule more frequent visits to remote sites and other locations that are potentially impacted.
- Measure 73** Increase the frequency of call-ins from remote locations. Employees should not work alone in remote areas.
- Measure 74** Check all security systems such as lighting and intruder alarms to ensure they are functioning. Install additional, temporary lighting if necessary to adequately light all suspect areas or decrease lighting to detract from the area.

- Measure 75** Identify the owner of all vehicles parked at key command, control, or communications areas or other critical areas/facilities and have all vehicles removed which are not identified.
- Measure 76** Strictly enforce control of entry. Inspect all vehicles entering key areas/facilities including the vehicle's cargo areas, undercarriage, glove boxes, and other areas where dangerous items could be concealed.
- Measure 77** Limit access to designated facilities to those personnel who have a legitimate and verifiable need to enter the facility. Implement positive identification of all personnel - no exceptions. Evacuate all nonessential personnel.
- Measure 78** Implement frequent inspection of key areas or facilities including the exterior and roof of all buildings and parking areas. Increase patrolling at night and ensure all vulnerable critical points are fully illuminated and secure.
- Measure 79** If threat is region-specific, alert connecting region(s) of potential need for additional manpower and/or equipment as well as the commanding officers of connecting region(s).
- Measure 80** Review procedures and make necessary preparations to establish Command Center(s) where applicable; make necessary preparations to dispatch Mobile Command Centers and/or Air Wings in the event of an actual emergency; and prepare to initiate an incident command system or similar incident management structure for organizing the response to emergencies. Prepare to execute contingency procedures such as moving to an alternate site or dispersing the workforce.
- Measure 81** Disable all baggage lockers where applicable.
- Measure 82** Restrict access to boarding areas to ticketed passengers only.
- Measure 83** Coordinate necessary security efforts with Federal, State, and local law enforcement agencies or any National Guard or other appropriate armed forces organizations.
- Measure 84** Keep all personnel responsible for implementing antiterrorist plans on call.
- Measure 85** Enforce centralized parking of vehicles away from buildings.
- Measure 86** Increase patrolling of the facilities.

**Measure 87** Protect all designated vulnerable points.

**FTA Recommended Transit Protective Measures: RED**

Severe Condition (Red). A Severe Condition reflects a severe risk of terrorist attacks.

- Measure 88** Increase security patrol activity to the maximum level sustainable. Increase perimeter patrols and inspections of facility.
- Measure 89** Cancel or delay all non-vital facility work conducted by contractors, or continuously monitor their work with company personnel as applicable.
- Measure 90** Continue all Low, Guarded, Elevated, and High Condition measures or introduce those that have not already been implemented.
- Measure 91** Implement emergency and continuity plans as appropriate. Reduce restricted area access points to an operational minimum.
- Measure 92** Augment security forces to ensure absolute control of key command, control or communications centers or areas and other potential target areas. Establish surveillance points and reporting criteria and procedures.
- Measure 93** Limit schedule or routing.
- Measure 94** Remove unattended, unauthorized vehicles parked within 300 feet of a terminal building or station where passengers load or unload.
- Measure 95** Increase or redirect personnel to address critical emergency needs.
- Measure 96** Assign emergency response personnel and pre-position and mobilize specially trained teams or resources.
- Measure 97** Monitor, redirect, or constrain transportation systems.
- Measure 98** Close public and government facilities.
- Measure 99** Identify all vehicles within operational or mission support areas.
- Measure 100** Search all vehicles and their contents before allowing entrance to facilities.
- Measure 101** Control access and implement positive identification of all personnel.
- Measure 102** Search all suitcases, briefcases, packages, etc., brought into the facility.

- Measure 103** Frequent checks of building exteriors and parking areas.
- Measure 104** Minimize all administrative journeys and visits.
- Measure 105** Coordinate the possible closing of public roads and facilities with local authorities.

**FTA Recommended Transit Activities: BLACK**

Actual Attack Condition (Black). Actual Attack condition means that a terrorist attack has occurred.

- Measure 106** Activate Immediate Action Drills (IAD) and Emergency Responses to a Terrorist Attack (there are 10 essential IAD's).
- Measure 107** Report the attack immediately to all emergency response organizations.
- Measure 108** Provide for security of the site and other transit system assets during the emergency and be alert to possible secondary attacks.
- Measure 109** Assist response to any casualties.
- Measure 110** Activate measures to mitigate the effects of the attack.
- Measure 111** Assess immediately impact of the attack on transit service and facilities and adjust or terminate services as required.
- Measure 112** Advise FTA and FBI immediately of all known information regarding the nature of the attack so that FTA, FBI and others may immediately disseminate that information to other transit properties nationwide.
- Measure 113** Provide Internal and Public Information ASAP.
- Measure 114** Designate the Incident Commander and activate Transit Emergency Response (or Operations) Center and/or dispatch representatives to appropriate Emergency Operations Centers.
- Measure 115** Mobilize and provide transit assets (communications links, equipment, facilities and personnel) in support of the overall incident response effort.
- Measure 116** Identify attackers for responders if witnesses and/or surveillance can provide timely and relevant information.

**Measure 117** Activate "on-call" external contractors or other special support as required.

**FTA Recommended Transit Activities: PURPLE**

Recovery Condition (Purple). A Recovery Condition designates business recovery activities after an attack.

**Measure 118** Activate (or hastily develop) Business Recovery Plan.

**Measure 119** Restore Transit System capabilities.

**Measure 120** Restore the Scene of Attack to functionality.

**Measure 121** Guard against secondary Attacks.

**Measure 122** Evaluate why Attack succeeded and update Threat and Vulnerability Analysis.

**Measure 123** Identify and implement corrective measures.

**Measure 124** Restore Public confidence by announcing new measures.

**Measure 125** Return to an appropriate preventative level of GREEN thru RED.

**Measure 126** Coordinate funding and other needs for transit system restoration with FTA.

**Measure 127** Identify Short and Long-Term Capital replacement needs, develop plans and detailed designs.

**Measure 128** Complete an After Action report.

**VEHICLE APPEARANCE/CLEANLINESS CHECKLIST**

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

**EXTERIOR**

VERY GOOD      ACCEPTABLE      UNACCEPTABLE

Windshield	_____	_____	_____
Windows	_____	_____	_____
Body - Front and Sides	_____	_____	_____
Body - Rear	_____	_____	_____
Fuel Filter Area	_____	_____	_____
Wheels	_____	_____	_____
Rubber/Vinyl Parts	_____	_____	_____
Destination Sign Area	_____	_____	_____

**INTERIOR**

Entry/Driver Area	_____	_____	_____
Windshield	_____	_____	_____
Floor/Aisle	_____	_____	_____
Seats	_____	_____	_____
Seat Backs	_____	_____	_____
Windows	_____	_____	_____
Lift or Exit Door Area	_____	_____	_____
Sidewall Panels	_____	_____	_____
Modesty Panels	_____	_____	_____
Stanchions/Grab Rails	_____	_____	_____
Information Display Area	_____	_____	_____
Schedule Holder(s)	_____	_____	_____

Subtotal \_\_\_\_\_

Total \_\_\_\_\_

**OVERALL RATING**

\_\_\_\_\_ VERY GOOD  
 \_\_\_\_\_ ACCEPTABLE  
 \_\_\_\_\_ UNACCEPTABLE

**EVIDENCE OF INSURANCE PROGRAMS AND VEHICLE(S)**

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

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



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

June 2, 2005

IN REPLY PLEASE  
REFER TO FILE: AS-0

To Whom It May Concern:

### **REQUEST FOR PROPOSALS - ADDENDUM 1 WHITTIER SHUTTLE SERVICES**

Thank you for attending our mandatory Proposers' Conference on May 19, 2005, for "Whittier Shuttle Services." Please note that the proposal due date has been changed to **5:30 p.m., Monday, June 20, 2005**. The following written questions were provided after the Proposers' Conference had concluded. Please note that changes in the Request for Proposals specifications are included in the answers:

1. ***On page 1.12, it looks like part of Item #12 is missing.***

Item No. 12 on page 1.12 was accidentally omitted. Pages 12 through 14 are enclosed.

2. ***Will the proposals be publicly opened at the due date and time?***

No. See Part 1, Section 3L.

3. ***Please confirm if this is new or existing service. If there is a current contractor, what is the current rate of compensation?***

Whittier Shuttle is a new service.

4. ***Can the County provide Form LW-8 electronically as an Excel file?***

No.

5. ***Is it possible to propose with a fuel escalator clause?***

No.

6. ***Can the stated requirement to maintain Daily Vehicle Inspection Reports for two years be relaxed to the CHP requirement of 120 days?***

No. Please refer to Exhibit A, Scope of Work, P2c, page A.29. The two year Daily Vehicle Inspection Report is standard for County fixed-route shuttle services.

7. ***Can the Authority consider extending the proposal due date by two weeks?***

Proposal submission has been extended. Proposals are due Monday, June 20, 2005, at 5:30 p.m.

8. ***Can the Authority confirm that it will answer all written questions (the RFP cover letter states that answers will be provided "only if time permits")?***

Questions have been answered to the best of our ability and based upon our interpretation of the questions.

9. ***It is not clear in the RFP whether the vehicles will be provided by the County or by the Contractor. If the Contractor must provide the vehicles, can the County commit on a minimum duration for the provision of Contractor-owned vehicles (necessary for pricing purpose)?***

Contractor must provide two 20-to-30 passenger, ADA-compliant transit buses to utilize for the Whittier Shuttle Service (see Exhibit A, Scope of Work, Phase 2, page A.3). At the sole discretion of the County, the County may procure all new vehicles for the Whittier Shuttle Service, pending grant availability. Based on past vehicle delivery time, we do not anticipate placing the County-owned vehicles into service prior to July 2006. Please note County does not commit to replacing Contractor vehicles with County vehicles, but may do so at its discretion.

To Whom It May Concern

June 2, 2005

Page 3

- 10. Section 2, Item A.6.h: please clarify the requirement of submitting a 3-year history of breakdowns. Exactly on which services does this requirement apply?**

Submit a summary report of all breakdowns for the largest fleet of fixed route service vehicles that operate from a single yard within a 50-mile radius of incorporated and unincorporated Whittier; or, if there is no such yard, then use the yard from which your largest fleet of fixed route service vehicles operates. This can be reported as road calls per 100,000 miles of revenue service for each service listed in Part I, Section 2.5, Experience.

- 11. Section 2, Item A.6.s: please clarify for which services the requirement of submitting a 3-year history of on-time performance applies. Does this requirement apply to all world-wide operations of similar nature? Does this apply only to US operations? Can the County consider waiving this requirement in view of the amount of work required to compile those data?**

Submit a summary report for on-time performance for the largest fleet of fixed route service vehicles that operate from a single yard within a 50-mile radius of incorporated and unincorporated Whittier; or, if there is no such yard, then use the yard from which your largest fleet of fixed route service vehicles operates.

- 12. Section 2, Item A.6.x: please clarify for which services the requirement of submitting a 5-year history of accidents applies. Does this requirement apply to all world-wide operations of similar nature? Does this apply only to US operations? Can the County consider waiving this requirement in view of the amount of work required to compile those data?**

Please see Question 14 below.

- 13. Form PW-2: please clarify the method for calculating the contractor proposed hourly rate. Why are the estimated hours calculated over a two-year period only (and not a three year period)? Why does the 3-year Grand Total equal the Annual Contractor Vehicle Rate Total plus the Annual County Vehicle Rate Total times two years?**

The 3-year Grand Total assumes that Contractor will operate their own vehicles for one year and County-owned vehicles for two years. (Annual Contractor Vehicle Rate Total, plus Annual County Vehicle Rate Total times two years, equals three year contract Grand Total).

- 14. Page 1.10, x – This section requires a summary report of all accidents involving service vehicles within the last five years. This is a very broad requirement particularly for large firms operating several thousand revenue vehicles. Please modify this requirement and make it specific to the Division that will be providing the service, and if possible limit the summary to a three year period.**

Submit a summary report of all accidents (collision and noncollision) within the last five years involving the largest fleet of fixed route service vehicles that operate from a single yard within a 50-mile radius of incorporated and unincorporated Whittier; or, if there is no such yard, then use the yard from which your largest fleet of fixed route service vehicles operates. The County will not limit the summary to a three year period.

- 15. Page 1.6, 4 – Please clarify what is being requested relative to the submittal of a resume for the firm. Also for large companies, the requirement to submit resumes for all principals and managing employees will result in excessive information that is not pertinent to this project. May this requirement be modified to request a biography of all managing employees who will be involved with the project and a resume for management staff that will be based at the Division and assigned to the project.**

The firm's resume should describe the firm's organization and management structure, history, physical locations, and assets, operating territory experience, past and present contracts and clients, staff, financing, and other information helpful in evaluating the firm's experience, capabilities, specialties, etc. Submit resumes of the firm, principals, managing employees, on-site supervisors, other key staff and subcontractors who are pertinent to the Whittier Shuttle project.

- 16. Page 1.23, 16 – Please confirm that the County is requiring one full time road supervisor dedicated and assigned exclusively to the Whittier Shuttle Operation. May weekend supervisory coverage be provided by non-dedicated staff?**

One road supervisor must be available during the operating hours of the Whittier Shuttle Service. However, the road supervisor is not required to work solely on the Whittier Shuttle Service.

- 17. Page 1.24, 5 – If the contractor proposes two alternative fuel vehicles, may the spare vehicle be a diesel or gas bus without an associated evaluation point penalty to the contractor.**

Yes.

- 18. Page 3 of 4, Section 2.201.070 – In addressing retention of current employees, please clarify if this is a new service and therefore there is no incumbent contractor. If the Whittier Shuttle is not a new service please identify the current contractor and the wages, benefits, and seniority for all non-exempt positions. This is necessary to facilitate compliance with CA Labor Code 1070-1074 as well as the Living Wage Ordinance.**

The Whittier Shuttle is a new service and there is no incumbent contractor.

- 19. Form PW-2 – Please confirm that the estimated annual cost of \$460,000 as referenced in the cover letter is based on annual revenue hours of 5,788.3 as identified in the cost proposal form.**

The estimated cost for this service is \$460,000 and is based on 8020.30 estimated annual revenue hours which includes the proposed Service Expansion.

- 20. Form PW-4 – This form requires extensive data, particularly for large firms with numerous contracts throughout the State; please limit this requirement to the operating division proposed to provide the Whittier Shuttle service.**

As indicated on Form PW-4, "This information must include all work undertaken in the State of California by the proposer and any partnership,

joint venture or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal."

- 21. Form LW-4 AND LW-5 – Please confirm that these forms are requesting information specific to contracts operated within Los Angeles County, if not, please limit this request to Los Angeles County.**

Labor law and payroll violations may be limited to the firm's operations in California. Debarment information must be provided on all of the firm's operations. In evaluating violations, the size of the firm and scope of its operations will be considered as possible mitigating factors (see Form LW-6).

- 22. Form LW-6 – Please confirm that this form is for County use and not to be addressed by the Contractor.**

This form is for informational purposes and gives the guidelines used by the County for assessing labor law/payroll violations. As indicated in Part I, Section 2, A13, page 1.12, only the forms listed on that page must be included in your proposal.

- 23. Page A.2, Section Exhibit A – Please clarify the projected start date for the first phase of the project and the projected start date for the actual operation of service.**

The first phase of the project will be completed within three months from the award of the contract. The County intends to commence revenue service during October 2005.

- 24. Page A.2, Section Exhibit A – Due to the design phase of the project, will the projected revenue of hours 5,788.3 be reduced for the first year of the contract term; if so please identify how the contractor is to price the design start-up phase and the projected number of revenue hours to be used for basing costs for the first year of the contract term.**

The initial term of the contract will cover 36 revenue service months.

- 25. Page A.4, Exhibit A – It is understood that the route alignment may change prior to service implementation; however, to standardize pricing, please provide the estimated number of annual revenue miles.**

County does not intend to standardize the revenue miles. Proposer should propose based on the established route and the standardized revenue hours.

- 26. Page A.4, Exhibit A – Please confirm that any County-provided vehicle would be a new vehicle with all associated warranties.**

At the sole discretion of the County, the County may, but does not warrant that it will, procure all new vehicles for the Whittier Shuttle Service with all associated warranties. Please review Exhibit G for County-owned vehicle specifications.

- 27. Page A.8, Section m – Is off site fueling an acceptable alternative to the fueling facility requirement specified in this section?**

Yes.

The following questions were asked at the conference:

- 1. Is the County willing to change the 100,000 mile Contractor vehicle requirement?**

Yes. The minimum Contractor vehicle specifications for the year and mileage shall change to: Contractor vehicles must have a minimum of one year and 40,000 miles left on the Altoona Rating of perspective vehicles for Exhibit H, Sections I, II, and III.

- 2. Please confirm that the proposal rate formula is correct.**

The proposal rate formula on Form PW-2 is correct.

- 3. Does the County intend to add a third "tripper" rate for this proposal.**

No.

To Whom It May Concern  
June 2, 2005  
Page 8

We are enclosing the list of attendees.

The proposal submission deadline has changed to **5:30 p.m., Monday, June 20, 2005.**

If you have any questions regarding this information, please contact Ms. Leticia Gordo at (626) 458-4057, Monday through Thursday, 7 a.m. to 5 p.m.

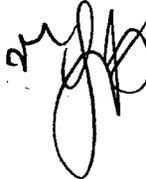
Very truly yours,

DONALD L. WOLFE  
Acting Director of Public Works



Paul Golden  
for

DAWNNA B. LAWRENCE, Chief  
Administrative Services Division



LG

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Enc.

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

13. Forms List

Complete and submit the following forms which are included in the RFP package:

- PW-1 Verification of Proposal;
- PW-2 Service Cost Proposal Sheet;
- PW-3 County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form;
- PW-4 Contractor's Industrial Safety Record;
- PW-5 Conflict of Interest Certification;
- PW-6 Proposer's Reference List;
- PW-7 Proposer's Equal Employment Opportunity Certification;
- PW-8 List of Subcontractors;
- PW-9 Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form;
- PW-10 GAIN/GROW Employment Commitment;
- PW-11 Transmittal Form To Request a RFP Solicitation Requirements Review;
- LW-2 Living Wage Ordinance – Application for Exemption (If requesting exemption, submit at least seven days before due date for Proposals);
- LW-3 Contractor Living Wage Declaration;
- LW-4 Living Wage Acknowledgment and Statement of Compliance;
- LW-5 Labor/Payroll/Debarment History;
- LW-7 Proposer's Medical Plan Coverage; and

LW-8 Proposer's Cost Methodology.

14. Subcontractors' Forms List

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

- PW-3 County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form;
- PW-4 Contractor's Industrial Safety Record;
- PW-5 Conflict of Interest Certification;
- PW-7 Proposer's Equal Employment Opportunity Certification;
- PW-9 Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form (Part II of form only);
- PW-10 GAIN/GROW Employment Commitment Form;
- LW-2 Living Wage Ordinance – Application for Exemption (If requesting exemption, submit at least seven days before due date for Proposals);
- LW-3 Contractor Living Wage Declaration;
- LW-4 Living Wage Acknowledgment and Statement of Compliance; and
- LW-5 Labor/Payroll/Debarment History.

B. Proposal Submission

1. Proposals shall be submitted with four complete sets (one original and three copies) of the Proposal and any related information. Proposals received after the closing date and time will be rejected by Public Works as nonresponsive.
2. Submit Proposals to the County of Los Angeles Department of Public Works' Cashier, located on the Mezzanine floor, at 900 South Fremont Avenue, Alhambra, California 91803, in a package which clearly identifies the Proposer and this RFP. All Proposals will be officially received

by Public Works only when accepted and time stamped by the Cashier. It is the responsibility of the Proposer to instruct delivery services, such as United Parcel Service and Federal Express, to deliver Proposals directly to the Cashier. Proposals not delivered to the Cashier may be delayed in being officially time stamped by the Cashier and may miss the Proposal submission deadline. All Proposals received at Public Works' Mail Center through the United States Postal Service will be forwarded to the Cashier as quickly as possible. The Mail Center will not time stamp proposals. Public Works will not be responsible for any delays or missed deadlines for proposals not delivered directly to the Cashier.

LIST OF ATTENDEES – WHITTIER SHUTTLE SERVICES PROPOSERS' CONFERENCE  
MAY 19, 2005

SOUTHLAND TRANSIT INC  
3650 N ROCKWELL AVE  
EL MONTE CA 91731

CONNEX WEST LLC  
700 S FLOWER ST STE 2730  
LOS ANGELES CA 90017

EMPIRE ENTERPRISES INC  
606 CENTINELA AVE  
INGLEWOOD CA 90302

PARKING COMPANY OF AMERICA  
MANAGEMENT LLC  
11101 LAKEWOOD BL  
DOWNEY CA 90241

LIDLAW TRANSIT SERVICES INC  
74040 HIGHWAY 111 STE 226  
PALM DESERT CA 92260

MV TRANSPORTATION INC  
1242 LOS ANGELES ST  
GLENDALE CA 91204

TRANSPORTATION CONCEPTS  
12 MAUCHLY BLDG I  
IRVINE CA 92618

WATTS LABOR COMMUNITY ACTION COMMITTEE  
10950 S CENTRAL AVE  
LOS ANGELES CA 90059



# 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  
www.ladpw.org

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

June 8, 2005

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

To Whom It May Concern:

### **REQUEST FOR PROPOSALS - ADDENDUM 2 WHITTIER SHUTTLE SERVICES**

This is to inform you that we are making the following changes to Exhibit H, Section II (page 1) and Section III (page 2): (Please note changes in **bold type face**.)

- 20-24 passenger including two (2) wheelchair, or **16 passenger including two (2) wheelchair**
- Minimum 49,000 **14,000** LB GVWR

The proposal submission deadline will continue to be **5:30 p.m., Monday, June 20, 2005.**

If you have any questions regarding this information, please contact Ms. Leticia Gordo at (626) 458-4057, Monday through Thursday, 7 a.m. to 5 p.m.

Very truly yours,

DONALD L. WOLFE  
Acting Director of Public Works

DAWNNA B. LAWRENCE, Chief  
Administrative Services Division

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June 20, 2005

Transit Project Evaluation Team  
LA County Department of Public Works  
900 South Fremont Avenue  
Alhambra, CA 91803

***Re: Proposal for Operation of the Whittier Shuttle Service***

Dear Team Members:

We at Southland Transit present the attached proposal with a clear understanding, and full commitment to exceeding, the requirements of this request for proposals. Southland has become a leader in providing community based fixed-route services and we would bring all of that experience to the task of providing exceptional service to the County of Los Angeles and especially to the passengers who will use this new fixed-route system. Our company has worked on start up and extensions of existing services, which gives us a full understanding of what it takes to build ridership for this type of new service.

I hereby certify that I am authorized to bind the company to this proposal. We have carefully reviewed the RFP, Addenda #1 and 2, and all of the County's other contractual requirements. In submitting this proposal we commit to meeting all of the requirements outlined in those documents.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dave Daley', is written over a horizontal line.

Dave Daley  
Chief Operating Officer

## PROPOSER CAPABILITIES

a. Describe company background.

Southland Transit, Inc. is one of California's most experienced community transit companies, particularly in the operation of small fixed-route systems like that described in this RFP. Our fixed-route operations are provided under contract with eight cities, the San Luis Obispo Regional Transit Authority, and the San Diego Metropolitan Transit Development Board. County. We have over 8 years of experience providing and managing fixed-route service.

Southland traces its roots to two firms that merged their transit operations on June 1, 2001.

- Founded in 1953, San Gabriel Transit, Inc. was one of the first companies to provide public paratransit services in Southern California and has built a strong reputation by effectively operating some of the most difficult demand responsive operations in the industry. The company entered the fixed-route transit business in 1997 under contract with the City of Los Angeles and the following year implemented a new fixed-route service for the City of Baldwin Park.
- R&D Transportation Services, LLC was founded in 1997 and has specialized in providing effective community transit services to clients in Southern California. The company also started under contract with the City of Los Angeles and had before the merger implemented services for the cities of Alhambra, Lawndale and West Covina.

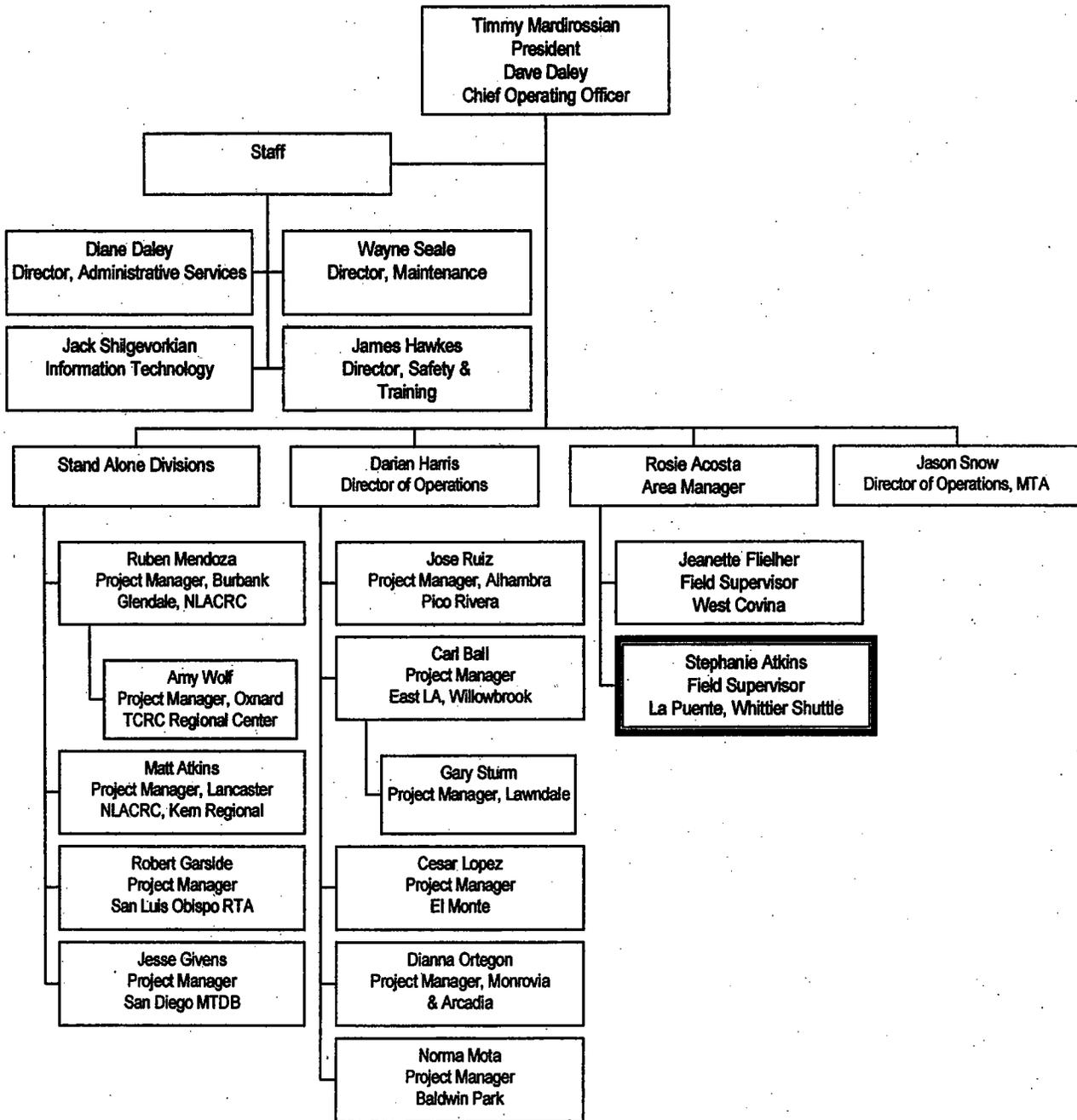
Southland is a California Corporation whose senior executives are Timmy Mardirossian and Dave Daley, the former chief executives of the two firms that merged to form Southland. As President, Timmy Mardirossian provides strategic direction to all of the company's operations and has retained direct operational control of our contracts with Access Services. As Chief Operating Officer, Dave Daley directs all of the company's other operations including all of our municipal and public transit contracts. Together the two owners bring over 47 years of transportation operations experience to the task of providing excellent service to our customers. One these two owners/senior executives has managed every one of the contract start-ups that the company and its predecessors has undertaken over the past ten years.

b. Provide company organization chart.

The following chart depicts the firm's organizational structure including the relationship of the proposed service to the rest of the company. The organization of the project team is shown in the Operational Management Ability section of this proposal.

The company has physical locations of operation in Lancaster, Ventura, San Luis Obispo, San Diego, Sun Valley, West Covina, El Monte, Baldwin Park, and on Hooper Avenue in Los Angeles. The company headquarters are at the El Monte facility.

## Southland Company Organization



c. Provide resumes of principals and managing employees.

The resumes for Dave Daley, Wayne Seale, James Hawkes and Diane Daley can be found on the following pages. Each of these people will have an ongoing role in the management of personnel, training, or vehicle maintenance for this contract. Project staff resumes are included in the section Operational Management Ability section of this proposal.

# DAVE DALEY

**SENIOR TRANSIT OPERATIONS EXECUTIVE** with proven success in managing effective passenger transportation systems under contract with public transit agencies. Significant experience with all phases of marketing new service as well as planning and executing service implementation.

## PROFESSIONAL EXPERIENCE

**Southland Transit, Inc. (formerly R&D Transportation Services, LLC) 1996 to present**  
**Chief Operating Officer**

Established a new transit operations company to provide service to public agencies searching for a highly responsive transit management alternative. Developed and executed the strategic approach for establishing the Company's initial operating contracts in both the public transit and pupil transportation markets. Have personally supervised every service implementation since company's inception.

**American Medical Response of Illinois, Inc. 1995 to 1996**  
**Chief Executive Officer**

Responsible for the integration of seven ambulance companies acquired in Illinois and Indiana. This project included complete redesign and consolidation of computerized dispatch and customer reservation systems. Established comprehensive MEDICARE compliance program to assure medical necessity for transportation in accordance with legal standards.

**Laidlaw Transit, Inc. 1981 to 1994**  
**Regional Vice President, Southwest Region (1989 to 1994)**

Senior Executive in charge of all operations in Southern California and Texas for the nation's largest passenger transportation company. Established significant new market share in Public Transit, including major contractual relationships with the Los Angeles Department of Transportation and the Foothill Transit Zone. Served as Chairman of the Private Sector Forum of the Los Angeles County Transportation Commission.

**Regional Vice President, Mid Atlantic Region (1986 to 1989)**

Senior Operations responsibility with heavy emphasis on acquisitions. Established several new public transit initiatives, including the shuttle system at the Philadelphia Airport and a segment of the Access System in Pittsburgh. Also operated a private transit system, completely funded by fares, transporting subscribers from Northern New Jersey into Manhattan.

**Director of Operations, Northwest District (1981 to 1986)**

Responsible for all operations in Oregon, Washington and Alaska. Previous positions included Shop Manager, Operations Manager, and Regional Maintenance Director.

## EDUCATION AND TRAINING

B.A., Education, Benedictine College, Atchinson, Kansas, 1969

Executive Program in Strategy and Organization, Stanford University, 1994

Professional courses in Environmental Management, Negotiations, Fleet Management, Organizational Behavior, Time Management, Service Excellence and Leadership

## WAYNE SEALE

**FLEET MAINTENANCE MANAGER** with proven success in managing effective maintenance of passenger transportation vehicles operated under contract with municipalities and public transit agencies. Significant experience with all facets of establishing an effective preventive maintenance system, planning for the maintenance of alternate fueled vehicles and maintaining publicly owned vehicles operated by the contractor.

### PROFESSIONAL EXPERIENCE

#### **Southland Transit (formerly San Gabriel Transit)**

**1989 – Present**

##### ***Director of Maintenance***

Starting as a Shop Manager has progressed to the current position with full responsibility for the maintenance of over 300 vehicles providing service on 18 separate transit or paratransit contracts. Manages foremen and lead mechanics in six facilities throughout Southern California. Has been responsible for the equipment and maintenance side of seven service implementation projects over the past two years. Established highly effective programs for the maintenance of wireless data technology in company owned shops to insure the reliability of core communications technologies. Has built an excellent alternate fuel vehicle maintenance program since the assignment of the first vehicles over 8 years ago. Established ASE certification programs for technicians, including incentive programs for newly certified personnel. Has worked closely with Access Services, Inc. to become the model maintenance operation in the ASI network.

#### **Autospec**

**1981 – 1989**

##### ***Proprietor, Bellflower, CA***

Owner of specialty automotive business that provided restoration and rebuilding services for classic, collector and special interest vehicles. Provided full restoration services including mechanical retrofitting as well as body and painting services. Developed a high level of expertise in specialized high performance suspension systems.

#### **Fiat Motors of North America**

**1974 – 1980**

##### ***Technical Parts Analyst***

Researched problems regarding OEM parts serviceability. Implemented identification procedures to correct and maintain accountability of parts defects. Generated technical bulletins to advise dealers of parts problems. Assisted field representatives with part related problems.

### Education and Certifications

- Alternate Fuels Technician ASE Certification in Light Vehicle Compressed Natural Gas
- Medium/Heavy Truck Technician ASE Certifications in Gasoline Engines, Drive Trains, Brakes, Suspension & Steering, and Preventive Maintenance Inspection
- Master Automobile Technician ASE Certification in Engine Repair, Automatic Transmission/Transaxle, Manual Drive Train & Axles, Suspension & Steering, Brakes, Electrical/Electronic Systems, Heating & Air Conditioning, Engine Performance
- R134/Macs AC Certification
- AA Harbor Community College

## **JAMES HAWKES**

**EXPERIENCED SAFETY & TRAINING MANAGER** with proven success in oversight of all elements of safety and training programs in a public contract transportation environment.

### **PROFESSIONAL EXPERIENCE**

#### **Southland Transit, Inc.**

**November 2003 – present**

##### ***Director, Safety & Training***

Responsible for the oversight and direction of the company driver training facility in Monrovia. Reviews and revises training policy and direction to insure safety in operations and that all training meets the requirements of the law, regulations and contracts. Responsible for the selection and training of behind-the-wheel trainers at every facility to insure the quality of initial training on the contract as well as continuing assessment of service after starting service. Oversight of the Drug and Alcohol Policy, including training of the supervisor/management personnel regarding their responsibilities under the same.

#### **First Transit, Inc.**

**1996 to 2003**

##### ***Training Manager, Pomona California (2000 – 2003)***

Responsibilities included total oversight of the training department, including interviewing and hiring of drivers, coordination and conducting of classroom and behind-the-wheel training. Also oversaw the monitoring of ongoing job performance of the trainers in the department as well as the progress of the trainees. Processed all DMV forms. Oversaw and managed the training budget.

##### ***Trainer, Pomona California (1998 – 2000)***

Working within the training department that serviced the contract for Foothill Transit, was responsible for the conduct of training classes and doing behind-the-wheel training of classroom graduates.

##### ***Coach Operator (1996 – 1998)***

Operated a 40-foot transit vehicle on service in Los Angeles County with an accident free record.

#### **Laidlaw Transit**

**1995 to 1996**

##### ***Coach Operator, Upland California***

Operated a 40-foot transit vehicle on service in Los Angeles County with an accident free record.

#### **Quaker City Plating, Whittier California**

**1992 to 1995**

Oversight of all warehouse operations, including hiring of employees, coordination of deliveries, monitoring shipments, and responding to customer issues. Assisted in transition of company to computer processing system.

### **EDUCATION AND TRAINING**

Transportation Safety Institute Staff Member, January 2003

USDOT Certified Mass Transit Instructor, 1998

USDOT Certified Bus Operator Training, Recertified 1999

California DMV Employer Testing Program, 1999

AA Degree Rio Hondo College, 1980

## **DIANE DALEY**

**SENIOR HUMAN RESOURCES EXECUTIVE** with proven success in developing proactive human resource policies that allow the company to both attract quality employees and conduct its operations in strict compliance with state and federal law.

### **PROFESSIONAL EXPERIENCE**

**Southland Transit, Inc. (formerly R&D Transportation Services) 1996 to present**  
*Director, Administrative Services*

Established all human resource policies and procedures for a transportation operations company. Also assisted in planning and development of the company's initial insurance portfolio to provide for effective risk management. Oversight of all company personnel policies and practices, including writing handbooks, setting up records compliance processes, keeping all policies current with changes in federal and state law. Develops and maintains all of the company's employee benefit plans. Wrote and maintains a company manager's guide for human resources issues and trains all supervisors and managers in required policies and good practice.

**Faulkner, Banfield, Doogan & Holmes 1983 to 1991**  
*Partner*

Attorney in an insurance litigation and general legal practice. Specialized in insurance and employee relations litigation, including worker's compensation and wage and hour compliance. Developed all case support materials for one of the largest class action wage and hour compliance settlements in Alaska history.

**United States District Court 1981 to 1983**  
*Law Clerk*

Law Clerk for a Federal Magistrate, Seattle Washington. Provided research support including preparation of rough drafts of rulings and decisions in all areas of federal litigation.

### **EDUCATION AND TRAINING**

J.D. with honors, University of Iowa College of Law, Iowa City, Iowa, 1981

B.A. Summa cum Laude, Creighton University, Omaha, Nebraska, 1978

Over 150 Hours of Continuing Legal Education

Professional Human Resources Training in Benefit Plan Design, Wage and Hour Compliance, Risk Management, Personnel Law, COBRA Administration, FMLA Administration, Workers Compensation and Unemployment Law

- d. Provide specific information regarding length and quality of experience providing services of the type described in these specifications.

### **Commitment to Client Partnership**

Southland's expertise is in providing transit service in California. We have developed a clear leadership position in providing service to transit operations in the 5,000 – 30,000 service hour range. Our position is based on providing personalized, high quality service to these operations.

At Southland we firmly believe that each service we provide is unique. Thus we work to achieve a partnership with each client to make certain the individual service meets the particular needs of its riders. In order to provide this for our transit customers we have developed some unique approaches that have yielded truly beneficial results. The following are some examples of what our company has accomplished on services by working in partnership with the client.

- In Alhambra upon taking over operation of the service we used our stop-by-stop reporting technique to evaluate the fixed-route schedules. With this information we were able to determine the needed schedule revisions and to implement them within two months to restore schedule integrity. This included the service planning for brochures to make certain the riders were informed of all changes. We also worked with the City to revise the tripper schedule to better accommodate the afternoon use of the system by the student population.
- In Baldwin Park, we have been an elemental part of the development of a new transit system. We were the first and only contractor operating the system and have done all route planning and implementation. The service has rapidly become a bulwark of the community. We recently did all of the route planning and vehicle procurement for a 50% increase in service.
- In West Covina, concurrent with taking over the contract, we implemented a new service line to serve the southern part of the City. We planned the routing for this service and provided the City Staff and City Council with multiple sets of routes and times to facilitate their decision-making on the service model. The new route is succeeding far beyond City expectations. As in the case of Alhambra we worked with West Covina staff to make changes in the fixed-route schedule to deal with the intensive use of the system by students at the end of the school day.
- In Alhambra, we recommended, researched and managed a complete repowering of City owned transit buses, which had been originally purchased with the now obsolete Hercules CNG engines. The buses are now equipped with state-of-the-art Cummins CNG engines, effectively extending the life of the transit fleet by another five years.
- Upon taking over the City of Burbank's fixed-route Metrolink feeder system, we immediately restored operational integrity by correcting a serious driver shortage and by providing ADA accessible equipment for the system's growing disabled population.

These are just the highlights, which we hope will give some exposure to the level of cooperative effort between our company and its customers. We are confident that no company in California can match our record of performance and responsiveness, especially on engagements in the 5,000 to 30,000 service hour range.

### Areas of Expertise

Southland currently provides, fixed-route service, ADA complementary service, rail connection services, general public dial-a-ride services, elderly/disabled dial-a-ride services and am/pm route services for developmentally disabled adults attending programs sponsored by our Regional Center customers. We have also provided route deviation services and medical courtesy transportation. As such the company has a high level of expertise in each of the following key areas:

- **Fixed-route Transit.** We provide service on numerous fixed-route contracts. We started the first fixed-route service for the City of Baldwin Park. In Alhambra, El Monte, Lawndale and West Covina we took over the operations from large national companies and were immediately able to deliver significantly improved services. Additionally in West Covina we installed a GPS tracking system for assessing fixed-route time compliance that can be accessed via the Internet.
- **Deployment of high technology dispatch,** including global positioning and wireless communication with on-board computers to enhance productivity and service reliability in dial-a-ride and flex-route service.
- **Vehicle Maintenance.** Our vehicle maintenance performance compares to any transit management company, regardless of size. In particular we have taken on the challenge of the growing use of alternate fuels and established successful programs with both propane and compressed natural gas. Our record of performance on Highway Patrol inspections and third party maintenance inspections has been exemplary.
- **Safety and Training.** Our community transit operations have established an exemplary safety record that has allowed us to maintain cost effective insurance coverage for our clients.
- **Start-Ups.** Our team has delivered ten successive service start-ups with a level of performance that exceeded our client's expectations.
- **Marketing of services,** both as primary marketer and as provider of support to transit staff and consultants working to build ridership. In our Alhambra operation we developed ongoing rider newsletters for both the fixed-route and dial-a-ride systems. We also developed and administer the highly successful Summer Fun Pass program.
- **We developed an advanced payroll tracking system** in Microsoft Access that allows us to insure we pay our people in accordance with California law and to provide visibility of payroll costs throughout the organization.

### References & Services

The following four contracts are the services we believe are most comparable to the service this RFP describes. A full list of our clients is included on the Reference List Form PW-6. We invite County staff to contact any client for reference and information regarding our ability to provide quality service. The company has never failed to complete a contract nor defaulted on a contract.

#### **CITY OF ALHAMBRA**

111 S. First Street

Alhambra, CA 91801

Contact Persons: Mary Chavez, Deputy Dir. Of Public Works (626) 308-4880

Dates of Service: October 1998 – Present

Type of Service: ACT is Fixed-route, Senior Ride is elderly & disabled Dial-a-Ride

Annual Vehicle Service Hours: 32,019  
Monthly Passengers: ACT – 33,420

Number of Vehicles: 17 vehicles  
Senior Ride – 5,486

This contract was awarded to R&D Transportation Services, LLC in August 1998 and service was implemented on October 3, 1998. We were selected after early termination of the prior contractor and were charged with the responsibility for making immediate improvements in both services. Dynamic improvement were made, sustained and built upon in the areas of ridership, service quality and productivity. On the fixed-route service the stagnation in ridership growth has been reversed, primarily by improving maintenance so that the system runs all scheduled service hours and runs them on time. Productivity on the door-to-door senior and disabled dial-a-ride service improved by over 38% primarily due to improved phone/reservations service and the implementation of automated routing using Trapeze software. Currently the service operates at a productivity level of 4.3 passengers per hour, at 97.5% on-time service.

#### **CITY OF BALDWIN PARK**

14403 East Pacific

Baldwin Park, CA 91706

Contact Person: Kara Bouton (626) 960-4011

Dates of Service: 1997 – present

Type of Service: Fixed-route & Dial-a-Ride

Annual Vehicle Service Hours: 29,110 Number of Vehicles: 8 Fixed-route, 3 DAR

Monthly Passengers: 34,000 Fixed-route; 1,200 Dial-a-Ride

San Gabriel Transit was the first contractor for this system when the City implemented a fixed-route transit system in 1997. The service has been highly successful and has made a significant positive impact by providing dependable transportation throughout the community. Southland Transit staff assisted the City with several transitions on this service, including the addition of tripper services, the introduction of 32-foot 102" wide transit coaches, and the extension of service into the City of Irwindale. Our staff was part of the evaluation team for the selection of the Blue Bird coaches chosen for the service and has managed all warranty issues for the City after the introduction of those coaches.

#### **CITY OF WEST COVINA**

1444 West Garvey Avenue, South

West Covina, CA 91790

Contact Person: Scott Smilowitz, Transportation Manager, (626) 814-8431

Dates of Service: July 2001 – present

Type of Service: GO WEST Fixed-Route and West Co Dial-a-Ride Service

Annual Vehicle Service Hours: 36,600 Number of Vehicles: 8 Fixed-route, 8 DAR

Monthly Passengers: GO WEST – 31,800 West Co Dial-a-Ride – 4,000

Southland took this service over and delivered immediate improvements in fixed-route ridership by focusing on schedule adherence and replacing the former cutaway fleet with a fleet of 26-foot MST transit vehicles. We also developed all of the schedules for the new local Green Line serving the southern part of the City. As part of this schedule development we developed a Metrolink connection strategy that integrates with the routes at key train times. Southland

recently did the route planning and schedules for revisions to the Red Line route and Blue Line schedule. Here again Southland assisted the City in the change to City-owned low-floor transit coaches.

### **CITY OF EL MONTE**

3130 n. Tyler Avenue, El Monte, CA 91731

Contact Person: Tom Hatch, Dir. Parks, Recreation & Transportation, (626) 580-2200

Type of Service: Fixed-Route & Dial-a-Ride Service

Annual Vehicle Service Hours: 34,525      Number of Vehicles: 7 Fixed-route, 6 DAR

Monthly Passengers: Fixed-Route – 54,000      Dial-a-Ride – 1,620

Southland has operated this service for almost three years and was recently awarded a three year extension of the contract. We have worked hard to improve the maintenance of the fixed-route fleet since the City-owned vehicles that are used on the service have approximately 400,000 miles. Immediately after taking over we undertook a campaign to improve both engine cooling, which had been a chronic problem, and air conditioning performance. These campaigns have paid off in performance for this system, which experiences the highest ridership of any of our fixed-route operations. We assisted the City by participating on the selection team for the purchase of a new fleet of low floor transit coaches, which will be put in service in July 2005.

## OPERATIONAL MANAGEMENT EXPERIENCE

- a. How many years of experience does the Proposer have providing or managing fixed-route service?

Southland Transit, Inc. is one of California's most experienced community transit companies, and particularly so in the operation of small fixed-route systems like that described in this RFP. Our fixed-route operations are provided under contract with eight cities, the San Luis Obispo Regional Transit Authority, and the San Diego Metropolitan Transit Development Board. We have over 8 years of experience providing and managing fixed-route service.

Reference and description of the four community fixed-route operations we identified as most comparable can be found beginning at page 9 of the Proposer's Capabilities section of this proposal. All of our contracts, and contacts for each, are listed on form PW-6 in the Form Appendix.

- b. Identify the Proposer's Project Manager and the years of experience the Project Manger has had in managing fixed-route services, including the size of the fleet. The proposed Project Manager must have at least three years experience in managing this type of service. Describe experience, submit a detailed resume for the Project Manager, and identify the percentage of the Project Manager's time that will be dedicated to this project.

Rosie Acosta is our proposed Project Manager. Rosie is a seven-year employee who has served for the past four years as Project Manager for our services in support of the Cities of West Covina and La Puente, both of which involve fixed-route service. The West Covina system has six vehicles in fixed-route service and two fixed-route Metrolink shuttles. La Puente's service employs two vehicles in fixed-route service. Prior to this assignment Rosie managed our Long Beach location providing services to the Cities of Cerritos and Lawndale as well as the Downey Regional Medical Center. The Lawndale service is a fixed-route system using two buses.

Rosie has a history of providing positive motivation for drivers and staff. In addition, she has extensive experience with the preparation of reports on multiple transit systems. As Project Manager she will be responsible for the entire project, and particularly for managing the performance of all project staff, including the road supervisor, the maintenance manager, as well as the drivers who provide the service.

As with every Southland manager Rosie will be required to work closely with her customer, the County staff, to insure that its interests and concerns are always being addressed. It is estimated that 20% of Rosie's time would be dedicated to the Whittier Shuttle system. She will be available at all times service is on the road including by cell phone.

Rosie's resume can be found on the following page.

## **ROSIE ACOSTA**

**SENIOR TRANSIT OPERATIONS MANAGER** with proven success in managing effective community transit services, supervising dispatch operations, providing support to municipal government clients and recruiting and training safe, reliable drivers. Bilingual in English and Spanish.

### **PROFESSIONAL EXPERIENCE**

**Southland Transit, Inc.**

**1999 – Present**

***Area Manager, San Gabriel Valley***

***2002-Present***

Responsible for fixed route and dial-a-ride operations under contract with the Cities of West Covina and La Puente. Recruits and trains drivers, dispatch staff and supervisors to provide quality transit service to municipal clients. Motivates drivers and staff to maintain a safe, positive workplace. Investigates service defects to determine appropriate response, including disciplinary actions as necessary. Meets with clients to insure responsiveness to their requirements. Monitors vehicle maintenance programs to insure compliance with contractual and regulatory requirements.

***Terminal Manager, Long Beach***

***1999-2002***

Primary supervisor for company operation providing service to the Downey Regional Medical Center, the City of Cerritos and the City of Lawndale. Recruits drivers, trains and orients drivers, supervises sign on and shift changes, conducts accident and incident investigations, counsels drivers and reports all required system information to client officials. Worked closely with dispatchers to monitor the demand responsive component of the service, which covered over 400 square miles of south Los Angeles County.

**Condor Freight  
*Office Manager***

**1981 – 1999**

Beginning as a clerk, progressed to Office Manager for this local freight transportation company. Duties were wide ranging and included accounts payable, billing, human resources, driver recruitment, driver scheduling and driver supervision. Coordinated with multiple clients to follow up on collections and future scheduling.

### **Education and Certifications**

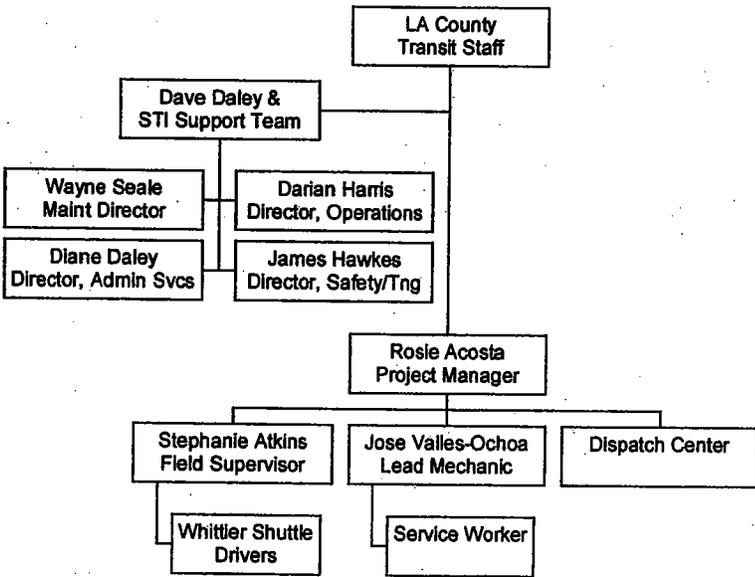
California B License with Passenger Endorsement  
Drug and Alcohol Training for Transit Supervisors  
Delegated Behind-the-Wheel Trainer

- c. Identify the Proposer's Maintenance Manager and the years of experience the Maintenance Manager has had maintaining fixed-route service vehicles, including the size of the fleet. The proposed Maintenance Manager must be Automotive Service Excellence (ASE) certified Medium/Heavy-duty Truck Series or School bus Services Master Technician, and must have at least five years experience in maintaining a similar fleet of transit vehicles, including two years supervising maintenance activities on a similar fleet. Describe experience, and submit a detailed resume for the Maintenance Manager. Maintenance Managers without ASE-certified Medium/Heavy-duty Truck Series or School Bus Services Master Technician must have 15 years experience maintaining a similar fleet of transit vehicles, including five years supervising others performing repairs on transit vehicles. If subcontractors are to be used, describe the arrangement with Contractor regarding their role in this project.

Wayne Seale is our Maintenance Manager. Wayne has been responsible for the maintenance of transit buses since San Gabriel Transit entered the fixed-route operations market in 1997. Wayne is an ASE Certified Master Auto Technician and is two tests away from completing the Master designation for Medium/Heavy Trucks. His resume is attached with our other corporate staff at page 5 of the Proposer's Capabilities section.

Wayne will oversee maintenance of the County vehicles to insure that it meets County standards. This direct oversight means that no subcontractors, over whom control is less easily maintained, will be used in this service.

- d. Provide organizational chart for this project.



## WORK PLAN

- a. Are there any requirements in attached Sample Contract that the Proposer cannot comply with?

There are no requirements in the Draft Contract with which Southland cannot comply.

- b. Describe in detail Proposer's specific plans and schedule for start-up and implementation of the Whittier Shuttle service.

A detailed Implementation Schedule follows. This schedule was prepared to comply with the phased start-up schedule identified in the Scope of Work. Southland Transit has assisted with route development in a number of the cities where we are under contract to provide fixed-route service, including routes in the Cities of Burbank, Monrovia, West Covina, Baldwin Park, El Monte and Alhambra.

	<b>Task</b>	<b>Description</b>	<b>Start (Weeks After Contract Award)</b>	<b>Complete (Weeks After Contract Award)</b>	<b>Responsible Individual</b>
<b>Route Development</b>					
	Route Feasibility	Make physical examination of routes & stops for ability to accommodate vehicles	1	1	Darian Harris
	Route Safety	Determine whether any unsafe conditions apply to any portion of the route	1	1	Darian Harris
	Stop Suitability	Examine stops for appropriateness, safety & ADA requirements	1	1	Darian Harris
	Route Timing Study	Insure route can be delivered in 50 minutes - define stop to stop times	1	1	Darian Harris
	Prepare Report for DPW	Prepare detailed report for delivery to DPW on all of the issues identified above	1	2	Darian Harris/Dave Daley
	Present Report	Formal presentation of report to DPW	2	2	Darian Harris/Dave Daley
	Approval of Route Design	Formal approval by DPW	3	4	DPW Staff
	Time Schedule	Prepare detailed time schedule information including all time points and transfer locations	4	6	Darian Harris

**Staffing - Other Than Drivers**

Project Manager	Project Manager is already an employee and will be resident in the facility from the first day of this implementation project.	1	1	Darian Harris
Dispatcher	This key position will be filled by one of our existing central dispatch professionals.	6	7	Rosie Acosta
Road Supervisor	The Road Supervisor is an employee and will be available to work on this project at the onset of service.	6	7	Rosie Acosta
Lead Mechanic	Lead Mechanic is already an employee and will be assigned to the Project as soon as vehicles are available.	5	6	Wayne Seale
Service Worker	Recruited to join company one week in advance of service start.	5	7	Shop Manager

**Staff Training**

Drug & Alcohol	Supervisory Training for Drug & Alcohol Awareness will be given to all non-driving staff.	6	7	James Hawkes
Sexual Harassment	Supervisory Training for Sexual Harassment awareness & prevention will be given to all non-driving staff.	6	7	James Hawkes
Policies & Procedures	Training for all administrative staff on human resource policies, procedures & legal requirements.	6	7	Josefina Bedoy
Accident & Incidents	Orientation on procedures to be used in case of accidents or incidents will be trained to all operating staff.	7	8	James Hawkes
Contractual Requirements	Training for all key staff on County Contractual Requirements. In preparation, we will meet with County staff to insure completeness of driver training of County Policies.	6	7	Darian Harris
Contract Reporting	Training for reporting staff on County Data Collection & Submission Requirements.	6	7	Darian Harris
Fare Collection Policy	Develop, in consultation with County officials a model fare handling, security and reporting system.	5	6	Rosie Acosta
Fare Collection Training	Train all staff involved in fare collection, counting, reporting and security procedures.	7	8	Rosie Acosta

<b>Driver Recruitment &amp; Training</b>					
	Driver Recruiting	Create ads for local papers; advise local EDD offices; create flyers for active recruiting at DMV's and other sites where drivers can be contacted. Develop referral incentive plan for drivers.	1	2	Rosie Acosta
	Establish Hiring Office	Hiring office exists at the site already.	2	3	Rosie Acosta
	New Driver Classroom	Classroom New Drivers - Objective is to put 8 in class to get 4 drivers at the end of behind-the-wheel training.	4	5	James Hawkes
	New Driver BTW	Behind-the-wheel Class New Drivers - Our objective is to start 6 and graduate 4	6	7	Stephanie Adkins, Hector Porres
	New Driver Class On Road	Route Orientations - Class will orient during the days immediately after completion of behind-the-wheel training.	7	8	Rosie Acosta/ Stephanie Adkins
	Final Orientation and Route Selection	Route Selection - Final Orientation	8	8	Rosie Acosta/ Stephanie Adkins
<b>Dispatch</b>					
	Radio System	Coordinate with supplier & establish account.	2	3	Wayne Seale
	Key Events - Daily	Establish key event log for daily dispatch tracking	7	8	Rosie Acosta
	Install Radios in Service & Supervisor Vehicles	Service provided by vendor.	7	8	Vendor
<b>Vehicles &amp; Maintenance</b>					
	Vehicles	Finalize vehicle purchase with vendor	1	2	Dave Daley
	Establish Records	Document all key maintenance reporting factors & enter into Maintstar reporting system.	2	3	Juan Valladares
	Establish Scheduling	Set up scheduling to insure inspection compliance.	6	7	Juan Valladares
	Fueling Procedure	Develop Fueling Procedure & Schedule	3	4	Rosie Acosta
	Vehicle Cleaning	Develop Schedule for routine cleaning & detailing.	6	7	Wayne Seale

Operational Details					
	Training Buses	Pull adequate training vehicles from existing fleet and prepare.	2	3	Dave Daley, Wayne Seale
	Run Cut	Develop Run Cut for service.	4	6	Darian Harris
	Uniform Design	Order Uniforms	2	3	Dave Daley
	Uniform Production	Produce uniforms to design	3	5	New Mode Uniforms
	Uniform Distribution	Issue uniforms	7	8	Stephanie Adkins
	Fare Box Collection Procedure	Develop procedures for collection of fareboxes on a daily basis.	5	6	Rosie Acosta
	Insurance	Furnish required insurance certificates for all coverages.	2	3	Dave Daley
	Road Call Procedure	Develop a policy to adhere to an "Immediate Response" standard.	7	8	Wayne Seale
	Accident/Incident Procedures	Develop and present, for County approval, a formal policy on accident & incident response. Note that this subject is trained to both staff and drivers as shown above.	5	6	Rosie Acosta
	Daily Reporting Requirements	Break down the reporting developed in items above to daily tasks with responsibilities for data collection on appropriate individuals.	6	7	Rosie Acosta

- c. Identify the quality, type, and condition of proposed service vehicles (model, year, capacity, mileage, and ADA compliance).

After an extended search for quality used vehicles we have elected to provide the service with new 2005 ElDorado National gasoline powered cutaway vehicles. It is our belief that a new service like the one described in the RFP will be better served by new vehicles because of the quality image that will be presented as the system builds ridership. The vehicles include the following key transit equipment.

- 20 Passenger seating.
- 2 Forward facing wheelchair positions.
- Ricon ADA wheelchair lift.
- Right, left and ceiling grab rails.
- Front destination sign.
- Passenger pull-cord and stop request sign.
- Electric entry door.
- 200 AMP Alternator.

Detailed specifications for the vehicles are attached in the information appendix of this proposal.

- d. Ridership for the service may increase requiring additional vehicles or more frequent service. Based on Proposer's past experience, describe how the Proposer's firm would address such an increase in the service.

Southland has assisted our clients by procuring buses for service expansion on multiple occasions. The list below cites examples, which were sourced through three different bus distributorships. We believe it is important to maintain relationships with many sources for acquisition of vehicles in that it assures options as to price and delivery dates.

- Three 30-foot CNG powered Eldorado Transmarks added to the Alhambra fleet.
- Two 30-foot Diesel powered Bluebirds added to the Baldwin Park fleet.
- One 30-foot Diesel powered Bluebird added to the El Monte fleet.
- Currently negotiating with the City of Burbank on adding 4 propane powered Eldorado MST buses for their new route expansion.
- Two gasoline powered cutaway buses added to the San Luis Obispo Regional Transit fleet for the expansion of rural transit routes.
- Two cutaways and one minivan, all gas powered, added to the LA County Whittier dial-a-ride to support the addition of the unincorporated areas in the West Covina area.
- Five cutaway buses added to our services for Regional Center clients.

- e. County vehicles could be used within a year from the start of this service by the service provider. Submit the Proposer's plan to transition these County-owned vehicles to this service.

Here again, Southland has consistently worked with our clients to move from Contractor provided transitional vehicles to permanent replacements being provided either by our client or by our company as the contractor. The main lesson we have taken away from these transitions is that some overlap must be left in the schedule as the replacement vehicles go through the "shake down" phase where they are often out of service due to warranty repairs. These problems have been particularly acute with vehicles provided by Freightliner as a result of a comparatively restrictive warranty policy.

- f. Describe what steps the Proposer's firm will take to promptly repair/replace County-owned vehicles or County-owned equipment, which may be damaged or destroyed while in the Proposer's possession or under the Proposer's control.

Prompt replacement is assured by the set of relationships described in question e, above. In terms of damage repair, we have established relationships with body shops and major collision rebuild centers that will insure a prompt return of a repairable vehicle to service. In the past four years we have replaced two coaches and returned a number of others to service after accident repairs.

- g. Provide a detailed description of the facilities, equipment, and personnel, including addresses of the facilities, to be used for each of the following:

**Vehicle Storage, Dispatch and Maintenance** services will be provided through our existing facility located at 3650 Rockwell Avenue in El Monte. This is our primary East County base which serves as our parking facility for vehicles in service to the Cities of Alhambra, El Monte, Baldwin Park, Pico Rivera, Arcadia and Monrovia, as well as the LA County Whittier Dial-a-Ride and the East Los Angeles County Access system. The shop provides maintenance support for all vehicles parked there plus the West Covina and La Puente vehicles, which are parked at the West Covina City Yard. The facility has a total area of 4.2 acres with all paved parking areas and a fully equipped maintenance shop and permitted vehicle wash facility.

The facility is already fully staffed during all the hours of operation of the proposed Whittier Shuttle.

- h. Submit a three year history of service vehicle breakdowns while in service. This can be reported as Road Calls per 100,000 miles of revenue service for each service listed in Part I, Section 2.5, Experience.

An analysis of road calls per 100,000 miles for the referenced services can be found on the following page.

**Southland Transit Inc.  
Transit Division Accidents - Road Calls**

	04-05 (9 Mo)	03-04	02-03	01-02	00-01	99-00	98-99
Total Miles Operated	3,931,657	5,030,912	4,475,900	3,264,810	2,610,947	2,838,067	2,433,654
Total Collision Accidents	25	34	42	33	26	38	32
Total Accidents per 100,000 Miles	0.6	0.7	0.9	1.0	1.0	1.3	1.3
Preventable Collision Accidents	12	16	17	16	14	16	17
Preventable Accidents per 100,000 Miles	0.3	0.3	0.4	0.5	0.5	0.6	0.7
Road Calls	107	142	137	107	92	106	89
Miles Between Road Calls	36,744	35,429	32,671	30,512	28,380	26,774	27,344

Note: For purposes of accident and road call statistics we have reported only the transit division. The Access Services division is not reported here because the county wide nature of the service tends to distort mileage comparisons.

- i. Describe the firm's quality control program to ensure that all functions are performed in a safe, effective, and efficient manner.

Tracking of Key Quality Elements/ Performance Standards – We believe that a company does well those things that it believes are important enough to measure. Most of the activity that goes into providing service quality is measurable and such measurement will be the basis of our quality assurance program. This means tracking all functions that are important to delivering quality service such as providing clean, reliable, safe vehicles that are driven by safe, friendly drivers and which are reliably available to the rider. Southland works with each client to define the standards which are particular to that service and that contract. We then set up additional tracking and reporting systems to insure that any particular issues are monitored and shared regularly with the client.

Internal Process to Avoid Service Problems & Complaints – Our first and primary goal is to avoid service problems. We are constantly monitoring our own performance in this pursuit. We are prepared to work with County staff to respond positively to customer service survey programs in order to measure customer satisfaction. We believe that the rider must be satisfied and we want to develop and use the appropriate tools to assure that customers have all the opportunities necessary to let us know how the service is working.

In pursuit of this goal we have established a framework that has us, as a company, investigating and identifying causes and a response to every service defect, no matter how the defect is identified. We have found that the most common occurrence is a call from a client reporting a problem. Each staff person is trained to prepare a report form based on the customer's input, this report immediately goes to each individual involved so that the cause of the incident can be identified and, more importantly, a determination can be made as to what corrective action is required to prevent recurrence.

We also encourage the use of these reports by our field staff, including drivers. There are times when a driver feels that a problem arose due to the actions of a rider, dispatch, or management. Such problems may not lead to formal complaints, but are issues that should be investigated and evaluated before larger problems occur. This form allows for driver input, and initiation of a process for determination and correction.

We encourage this two-way process of identifying problems because we have found that it creates a team-oriented approach to problem solving, rather than a "blame" oriented approach. The process has also provided valuable input from the employees who have to work the nuts and bolts of the system, and is a major empowerment tool for our field staff.

Despite this commitment to preventing problems, complaints and problems do occur. Throughout the training of all staff, drivers, dispatchers, mechanics, field supervisors, and managers, it is emphasized that any problem or complaint should be reported immediately to management staff for action and resolution. Southland management personnel are evaluated on their ability to foster an environment where all problems and complaints are reported, as well as on their responsiveness to riders, and to client staff in handling problems as they arise.

**Accident Reporting & Incident Investigation** – At Southland Transit we have worked hard to achieve and maintain a superior safety record, and our existing safety record shows that we are achieving that objective.

Every Southland driver undergoes extensive training regarding the handling of an accident situation. The driver immediately contacts dispatch following any accident. Dispatch then coordinates an appropriate response, which could be anything from calling paramedics and police to sending a supervisor to coordinate the handling of a minor occurrence.

The driver is trained to seek appropriate information at the accident scene, which is reinforced by the arrival of a field supervisor or management personnel. Pictures are also taken at the scene for thorough documentation.

- j. Exhibit G of the Sample Contract describes the County-owned vehicles. Describe your plan to maintain these vehicles.

We maintain Client owned vehicles for many of our clients, including the Cities of Alhambra, Baldwin Park, El Monte, Arcadia, Monrovia, Los Angeles County, the San Diego Metropolitan Transit System and the San Luis Obispo Regional Transit authority. These vehicles run the gamut from minivans to 40-foot 102” transit coaches. The Maintenance Program described in the answer to question l, below, is the foundation of everything that we do in maintenance.

- k. Describe your firm’s proposed Spare Parts Inventory Program for any vehicles/components/ equipment used for this transit service.

At a minimum a 30-day supply of all-preventive maintenance required materials and parts, filters, fluids, etc. is kept in kits to enable better inventory and quality control. Brake lining, drums, hubs, seals and other related parts are stored in sufficient quantities to ensure that at least one complete kit for each vehicle type is in stock at all times.

An adequate stock of engine, transmission, cooling system, wheel chair, air-conditioning, heating, suspension, glass and seat parts are stocked based on local availability and order lead times. Small items such as light bulbs, clamps, and hardware are obtained through a supplier. Blanket purchase orders are established with all oil and chemical companies, major parts and component supply companies, as well as local parts houses to ensure that we receive materials on a timely basis. Reorder lists are established based on usage, part availability and lead times. The maintenance manager is responsible for maintaining the inventory system and ordering materials.

- l. Specifically describe the Proposer’s approach to providing maintenance services. Describe the Proposer’s Preventive Maintenance Inspection Program for all vehicles, components, and equipment used in the transit service including, but not limited to, engine, transmission, brakes, chassis, wheelchair lifts or ramps, air conditioning, batteries, and two-way radios. Include both mileage and time intervals and compare this program to any applicable requirements. Describe follow-up procedures for any problems or defects noted on driver “squawk” sheets or inspection reports. Include a copy of a driver “squawk” sheet proposed for use in the operations of this transit service.

What the question refers to as a “squawk” sheet is actually the Driver Daily Vehicle Inspection Report (DVIR). This form is subject to a very specific handling requirement by the California Highway Patrol. One copy of the form must be maintained by the operations office to provide verification that an inspection is completed every day AND that relief drivers complete a mini inspection at the time they take over responsibility for the vehicle. If defects are noted the second copy of the form is given to the shop for evaluation/correction of the defect. The Highway Patrol expects any corrective repairs to be documented by a repair order or repair ticket contained in the vehicle file. If defects are noted, the third copy of the form is retained in the vehicle so that the next driver is aware of any defects that have been found, this is a federal DOT requirement. Once the repair is made the shop staff will make a note on the bus copy of the DVIR so that the driver knows the defect has been resolved.

Together with the “A” inspection the DVIR comprises the foundation of the maintenance program described on the following pages.

**Southland Transit Preventive Maintenance Program**

Our preventive maintenance program consists of the following service/inspection elements:

<b>Inspection/Service Description</b>	<b>Frequency</b>
Driver Daily Vehicle Condition Inspection	Daily by each driver
Vehicle Cleaning and Washing	Every other day & after rain
Periodic Vehicle Detailing Service	Per Contract or Annually
Preventive Maintenance Service – A	21 Work Days/3,000 Miles
Preventive Maintenance Service – LOF (Includes analysis)	60 Days or 5,000 Miles
Special Semi-Annual Alternate Fuel Inspection	Semi-Annually
Preventive Maintenance Service – Brakes	Customized to Duty Cycle
Preventive Maintenance Service – Engine	Per Manufacturer Specs
Preventive Maintenance Service – Transmission	Per Transmission Specs
Preventive Maintenance Service – Cooling System	Annually Plus Testing
Preventive Maintenance Service – Electrical System	Annually Plus Testing
Preventive Maintenance Service – AC Systems	Annually
Preventive Maintenance Service – Wheelchair Lifts	Annually
Emission Control Compliance	As Required

**Driver Daily Vehicle Condition Inspection**

Prior to putting a vehicle into service the driver is required to perform a detailed pre-trip inspection of their assigned vehicle. Any defects or concerns are noted on the Daily Vehicle Inspection Report (DVIR), a copy of which is forwarded to the Lead Mechanic, who then opens a work order and schedules the repairs. Repairs are prioritized to ensure that all safety related defects are completed before the vehicle goes into service. All defects reported by drivers are addressed within 24 hours of being reported. All safety related defects are repaired before the vehicle is dispatched again. Each driver cycles all lifts on their vehicle prior to the start of revenue service. Except in emergency situations, a vehicle is not allowed in service with an inoperative lift. Drivers are thoroughly trained in pre-trip inspection requirements and are not allowed in revenue service until they can demonstrate full proficiency in conducting the appropriate inspection for the type or types of vehicles they will be called upon to operate. The

effective performance of these inspections is a major item of emphasis for our service monitors. Drivers are also expected to leave their vehicle broom clean at the end of the day.

### **Vehicle Cleaning**

Appearance and condition are paramount to operating an efficient and comfortable transportation system. Our program ensures the fleet is clean, well maintained and presentable to our customers and to the employees who use these vehicles to provide service to our customers. At the end of each service day, vehicles are fueled. The utility workers ensures that all fluids are checked and topped-off, tire condition and air pressure checked, and the overall condition of the interior and exterior inspected, with special attention being given to seat damage, graffiti, or other vandalism that may have taken place since the start of the day. After the fluid and visual inspection is completed the utility worker will record the mileage, amount of fuel, oil and other fluids dispensed; sweep or mop the interior of the vehicle as necessary; clean the windows, seats, and drivers' area; and remove any graffiti.

Every weekend the interior of vehicles will be checked and repair and/or replacement of window inserts, seat inserts, seat upholstery, graffiti, window glass and schedule holders will be undertaken as needed. Each vehicle will have its seat shampooed monthly. We have also made provision in our proposal for annual detailing of every vehicle in the fleet, the schedule for which will commence as soon as we start the contract.

The vehicle exterior is washed every other day plus after each rain occurring while vehicles are in operation. Special emphasis is given to the wheels and any other particularly dirty areas. Once a week the vehicle will be subject to more extensive cleaning; at a minimum this cleaning will include ceiling panels, handrails, side panels, seat frames, wheel wells, driver area, modesty panels, door and step areas, destination sign glass, windows, floors, and AC grills. When completed, the vehicle is parked in its assigned place and properly secured.

### **Preventive Maintenance Inspection - A**

Vehicles are inspected every 20 to 21 working days or, for higher mileage vehicles, 200-250 miles in advance of the 3,000-mile mark. This exceeds all regulatory requirements and allows us to move more repairs into the preventive and predictive categories. The inspections use the vehicle manufacturer's and component manufacturer's recommended service cycles as well as all seasonal or campaign work that may be required. The vehicle repair history is reviewed and any scheduled predictive maintenance items or open defects are repaired at this time.

### **Special Semi-Annual Alternate Fuel Vehicle Inspection**

Vehicles powered by compressed natural gas or propane are subject to an additional inspection on a semi-annual basis with an emphasis toward maintaining the alternate fuel system and any other critical systems, with particular emphasis on systems that could provide a fire ignition source. The methodology followed is to remove all access panels, engine covers and any other impediment to examination of hoses and wiring so that the technician can inspect every hose and wire to insure complete integrity of critical systems. Repairs are undertaken to insure system integrity through the next semi-annual inspection.

### **Preventive Maintenance Inspection – Lube, Oil, Filters**

Engine oil is changed generally with every other monthly inspection. This results in a change interval of between 3600 and 5000 miles depending on the vehicle assignment. Required lubrication points are addressed on the monthly inspection rather than at the time of engine oil change since these items are part of the monthly inspection checklist.

### **Preventive Maintenance Inspection - Brakes**

At the time that we take over a fleet of vehicles on a new contract a thorough examination of the vehicle history is made to develop a specific brake maintenance interval targeted to the duty cycle and repair experience. These intervals are evaluated on a continual basis and supplemented by careful inspection of brake condition on each "A" inspection. If the "A" inspection shows a need for earlier brake maintenance the inspection will be conducted either immediately or at another interval, which will allow us to effectively address the condition. Careful measurements are taken and recorded at each brake inspection so that a wear profile can be developed for each type of vehicle in the fleet. This wear profile is then used to refine the preventive maintenance scheduling. The brake inspection incorporates a step where the foreman reviews the brake work just prior to re-installation of the wheels and/or drums.

### **Preventive Maintenance Inspection - Engine**

Engine technology has evolved to the point where no single policy can address all of the requirements for engine services. We develop a specific program, based on manufacturer's recommendations, for each facility, which addresses the engine models in the fleet. This program includes written forms providing effective direction for the technician in accomplishing the service.

### **Preventive Maintenance Inspection - Transmission**

Transmissions are maintained in accordance with the individual manufacturer's recommendations. Careful attention is paid to the condition of the transmission fluid and the amount of wear material found in the transmission pan. Burnt fluid or the presence of bearing material will be cause for replacement of the transmission before return to service.

### **Preventive Maintenance Inspection – Cooling System**

Cooling system maintenance has become an important step for insuring that the maximum life is obtained from engines. On an annual basis each cooling system will be tested to insure that appropriate concentrations of cooling system additives are maintained to optimize engine life.

### **Preventive Maintenance Inspection – Electrical System**

Accessible transit service is hard on electrical systems, due in great part to the frequent cycling of wheelchair lift equipment. On an annual basis each electrical system will be thoroughly tested to insure optimal performance. This inspection will include a battery load test to disclose the need for replacement of any weakening batteries.

### **Preventive Maintenance Inspection – Air Conditioning System**

Air conditioning systems are maintained in specific conformity to each manufacturer's requirements. All repairs and maintenance functions are performed by certified mechanics in

strict conformity to current environmental standards for air conditioning service. Monthly reporting on the Preventive Maintenance Monthly Form documents all air conditioning preventive maintenance. Annually, during the month of March, a specific campaign will be undertaken to insure that each air conditioning system is adequately prepared to provide effective service throughout the season when air conditioning performance will be taxed. This inspection will include, state of charge, condition of compressors and compressor drive systems, and condition of the condenser.

### **Preventive Maintenance Inspection – Wheelchair Lift Equipment**

During each Preventive Maintenance Inspection a thorough check of the wheelchair and lift equipment is undertaken. Wheelchair lifts are tested with a minimum of 500 pounds deadweight and 750 pounds maximum weight to insure compliance with ADA requirements. On an annual basis a detailed inspection is done of every lift component to insure that wear is within acceptable standards. This inspection is done with all shields and panels removed so that every element of the system can be seen and evaluated. Particular attention is paid to wear at pivot/swivel points, integrity of barrier mechanisms, fluid leakage, wiring integrity, and general structural integrity.

### **Emission Control Requirements**

Emission control requirements will be handled as required by regulatory authorities for each type of equipment in use. In the case of gasoline powered equipment this is accomplished through the use of a licensed testing facility.

### **Special Maintenance Issues**

#### **Body Repair**

All major exterior or interior damage as a result of accidents, road conditions, vandalism or graffiti results in immediate removal of the vehicle from service. Repairs are completed prior to the vehicle returning to service. A detailed inspection of the vehicle is conducted after repair to ensure that repairs have been properly performed and that no other physical or mechanical damage exists. Minor body damage is reported to maintenance via driver's DVRs and the fueler/washers' daily reports. The repair of all minor damage is scheduled for completion within the same week it is reported. Graffiti is removed immediately. An outside contractor will perform all major accident damage, body repair and painting. Selection of vendors for body repair and painting will be subject to the approval of our client in the case of client owned vehicles.

#### **Major Component Failure**

All component failures are evaluated to determine the cause of failure; this evaluation coupled with Original Equipment Manufacturer (OEM) rebuild recommendation forms the basis for rebuild decisions. Repairs are done so that all vehicles remain in the OEM configuration. In the case of engine, transmissions or other major component failure, a physical inspection of the component, including disassembly, is done. In accordance with prescribed SLORTA rebuild procedures a review of maintenance records and fluid analysis data is made to determine the cause of failure, rebuilding requirements, and any potential fleet defect or warranty problems. OEM certified repair facilities would complete all component rebuilds.

## **Warranty Program**

Wayne Seale has handled the warranty administration for our company and, if approved, on behalf of our clients. He has managed a number of major warranty efforts in his career, including an extensive campaign dealing with transmission and transaxle components for Access Services, Inc. We have found that the key to a successful warranty program is learning the specific criteria employed by each vehicle manufacturer and managing maintenance to those criteria. Both our tracking systems and our experience will facilitate excellent performance in this area.

- m. Describe how road supervision will be handled. Include number of road supervisors or other staff involved, number of hours/days of road supervision per week, and other pertinent information.

**Stephanie Adkins** will be our road supervisor for this service. Stephanie is a seven-year employee who has worked extensively with our fixed-route services in the cities of Baldwin Park, West Covina and La Puente. In addition to the road supervisor Rosie Acosta will spend a significant amount of time, as do all of our Project Managers, observing road operations.

Our road supervisors are all certified drivers equipped with an accessible paratransit vehicle so that supervisors can provide immediate replacement service should the need arise, such as when there are wheelchair problems, breakdowns, incidents, etc. In addition to the road supervisors' traditional spot check and general supervisory duties they are trained in accident and incident investigation so that a professional report can be developed for any major service failure.

One of the main objectives with road supervisors is to provide support to our drivers on the road. We work at having the drivers perceive road supervisors as a support service that is available to the driver whenever a situation or problem might arise. This type of teamwork encourages communication and faster resolution of service problems than a system where a road supervisor's main objective is to simply watch and grade the people they oversee.

We have made front line accountability the foundation of our service delivery. This is also a duty of the road supervisor, who insures that the drivers are ready and fully equipped to begin service. Drivers who will be absent are required to page the road supervisor so that planning can begin prior to sign-on time to insure the run is covered with a qualified cover driver, and allows for adequate time to get additional drivers to the facility in the case of multiple absences. We have long used this practice as an assurance that every driver coming on service meets with a supervisor who is trained to recognize whether the driver is ready and able to drive, which includes an assessment of drug and alcohol influence.

Road supervisors are generally chosen from the driver pool. We choose individuals who are motivated and show supervisory potential. If the individual chosen has no previous supervisory experience s/he will be sent for a class on supervision offered by the Employer's Group. This one-day course is geared to emphasizing the change of responsibility and scope required of a supervisor. In-house the road supervisors are trained in the procedures for accident investigation, response to service problems, and informed of all service standards for the contract on which they will be working. They also attend a training session regarding human resources issues and procedures at Southland.

At Southland we also qualify and train road supervisors to be behind-the-wheel trainers. The purpose of this double training and use is twofold. First it is our belief that it is impossible to function effectively as a road supervisor without a thorough knowledge of the driver's duties and responsibilities. Secondly it increases the accountability of training. In many companies trainers are simply asked to produce drivers and the shortcomings of those trainees after graduation is really not the trainer's problem. When a road supervisor is involved in the assessment of trainees by overseeing the behind-the-wheel training, the supervisor is less likely to pass a minimally qualified trainee to driver. Any problems seen in training are problems the road supervisor will have to oversee in daily service.

- n. Describe how your firm would respond to vehicle breakdowns. The ADA requires lift passengers to be picked up within 30 minutes of a lift failure. County requires a backup vehicle to arrive within 30 minutes after a vehicle breakdown. If your yard is more than 30 minutes from the service area, describe what steps you will take to ensure the 30 minute response (including preparation time before the backup vehicle is dispatched) is met.

We separate breakdown response into two very separate components. The first of these is the operational response which we will make either with another vehicle in the field or with a vehicle taken immediately to the scene by a supervisor or extra driver. In all cases service will be completely restored within 15 minutes.

The second element of the response is from the maintenance department. Despite the fact that we will have already sent a bus to remove the passengers, we strive to dispatch maintenance support within five minutes of notification with arrival at the bus within 20 minutes.

Maintenance required as a result of a road failure is performed as quickly as possible in order to ensure that our customers are not adversely affected by a delay in service. As soon as the dispatcher is notified of a failure s/he notifies the maintenance manager or mechanic on duty who will then dispatch a mechanic to the defective vehicle in a properly equipped and supplied service truck. Another vehicle with a stand-by driver will be dispatched to fill in on the route, thereby minimizing any disruption to service. Upon arrival by the mechanic, the problem will be assessed and determination made as to whether the vehicle can be made operable or will require a tow. In the event that the mechanic on-site cannot repair the vehicle on-site or safely bring the vehicle to the facility, a flat bed tow truck will be dispatched.

Reports of each road failure are reviewed periodically in order to determine if there is a pattern of failures that would indicate the need for changes in preventive maintenance inspections, pre-trip procedures, or other maintenance procedures. The history is also reviewed in order to determine cycles for preventive maintenance inspection.

- o. Describe frequency and level of exterior and interior cleaning of vehicles. In regards to the Vehicle Appearance/Cleanliness Checklist (See Exhibit K), describe what you consider to be "Very Good," "Acceptable," and "Unacceptable" rating for each line item.

Appearance and condition are paramount to operating an efficient and comfortable transportation system. Southland's program ensures the fleet is clean, well maintained and presentable to our customers and to the employees who use these vehicles to provide service to our customers. At the end of each service day, vehicles are fueled. The utility worker ensures that all fluids are checked and topped-off, tire condition and air pressure checked, and the overall condition of the interior and exterior inspected, with special attention being given to seat damage, graffiti, or other vandalism that may have taken place since the start of the day. After the fluid and visual inspection is completed the utility worker will record the mileage, amount of fuel, oil and other fluids dispensed; sweep or mop the interior of the vehicle as necessary; clean the windows, seats, and drivers' area; and remove any graffiti.

The vehicle exterior is washed a minimum of every other day and within twenty-four hours after each rainfall or any other condition affecting vehicle exterior cleanliness. Special emphasis is given to the wheels and any other particularly dirty areas. Once a week the vehicle will be subject to more extensive cleaning; at a minimum this cleaning will include ceiling panels, handrails, side panels, seat frames, wheel wells, driver area, modesty panels, door and step areas, destination sign glass, windows, floors, and AC grills. When completed, the vehicle is parked in its assigned place and properly secured.

We have reviewed the vehicle appearance/cleanliness checklist and submit the criteria shown below. We would be willing to modify any on these criteria if County staff feels that a particular item needs to be addressed more aggressively.

	<b>Very Good</b>	<b>Acceptable</b>	<b>Unacceptable</b>
<b>EXTERIOR</b>			
Windshield	Clean - No Damage	Same Day Rain Streaks	Accumulated Dirt or Damage
Windows	Clean - No Damage	Same Day Rain Streaks	Accumulated Dirt or Damage
Body – Front and Sides	Clean - No Damage	Same Day Rain Streaks - Superficial Scratches	Accumulated Dirt Body Damage or Graffiti
Body – Rear	Clean - No Damage	Same Day Rain Streaks - Superficial Scratches	Accumulated Dirt Body Damage or Graffiti
Fuel Filler Area	Clean	Clean	Accumulated Dirt
Wheels	Clean & Painted	Minor Scratches	Accumulated Dirt or Peeled Paint
Rubber/Vinyl Parts	Clean - No Damage	Same Day Rain Streaks - Superficial Scratches	Accumulated Dirt Body Damage or Graffiti
Destination Sign Area	Clean - No Damage	Same Day Rain Streaks	Accumulated Dirt or Damage
<b>INTERIOR</b>			
Entry/Driver Area	Clean - No Debris	Clean - Same Day Dirt or Debris Only	Any Other Accumulation of Dirt or Debris
Windshield	Clean - No Damage	Clean - No Damage	Accumulated Dirt or Damage

Floor/Aisle	Clean - No Debris	Clean - Same Day Dirt or Debris Only	Any Other Accumulation of Dirt or Debris
Seats	Clean - No Cuts - No Graffiti	Clean - Repaired Cuts	Dirty, Cut or marked by Graffiti
Seat Backs	Clean - No Cuts - No Graffiti	Clean - Repaired Cuts	Dirty, Cut or marked by Graffiti
Windows	Clean - No Damage	Clean - Minor Graffiti	Accumulated Dirt or Damage, Any Vision Impairment
Lift or Exit Door Area	Clean - No Debris	Clean - Same Day Dirt or Debris Only	Any Other Accumulation of Dirt or Debris
Sidewall Panels	Clean - No Damage	Clean - Minor Graffiti Scratches	Accumulated Dirt or Damage any Painted Graffiti
Modesty Panels	Clean - No Damage	Clean - Minor Graffiti Scratches	Accumulated Dirt or Damage any Painted Graffiti
Stanchion/Grabrails	Clean and Tight	Clean and Tight	Dirty, Scratched, Loose
Information Display Area	Clean - No Damage	Clean - Minor Graffiti Scratches	Accumulated Dirt or Damage any Painted Graffiti
Schedule Holders	Clean, Filled, No Graffiti	Clean, Filled - Minor Graffiti Scratches	Dirty, Empty - Heavy Graffiti

- p. Describe your firm's proposed two-way communication system to be used on the transit service. Describe applicable system procedures.

We will equip the vehicles with a conventional 450 MHZ two-way radio system. We have three of our own frequencies as well as an ongoing corporate relationship with Mobile Relay associates, LA County's leading provider of two-way radio systems.

The handling of communication over the radio is a part of the training of all drivers in the company to insure that the use of the radio is done in the appropriate manner and at the appropriate times.

- q. Describe the Proposer's computer software system including e-mail.

At Souhtland we have long had all of our operations connected via the internet. Each office is equipped with computers with the capability to handle the latest software programs, and each office is hooked to a DSL line, where geographically available, as it is at this location. We have long used this connectivity to transmit reports and information among all our locations, as well as to allow direct payroll entry at the facility, which is then transmitted to the payroll department at each pay period's end.

We use our e-mail capability to submit reports to any client who prefers to receive their reports in this manner, as well as to further insure that the communication between project and client is always available. Managers and supervisors are given a unique e-mail address so that communications can be sent directly and more privately to the individual manager.

r. Describe in detail the Proposer's driver training and safety programs.

### Hiring/Recruitment

The hiring and recruitment of drivers will meet all legal and contract specifications. We will use three primary sources for recruiting drivers:

- Qualified current drivers who wish to continue providing service to County riders. Although we extend the courtesy of preferential consideration to current drivers, each driver will be required to make application and to pass Southland screening and training requirements.
- Drivers who are looking for a career upgrade. We have had excellent success with recruiting school bus drivers. For these drivers transit service is a more reliable year-round job with better benefits than a seasonal school bus driving job.
- New hire drivers with no prior passenger transportation experience. It is critical to our overall success that a viable program is maintained for training individuals without experience. It allows us to maintain balance in our recruitment efforts and be less dependent on the actions of other employers in filling our positions.

**Driver applicants** must either possess a California CDL with appropriate endorsements, or meet the requirements for entry into CDL training. All applicants undergo a DOT medical examination and a pre-employment drug screen that must be negative. The drug screen is done in accordance with the terms of federal law. At a minimum a candidate must have:

- 5 years driving experience;
- a DMV record with not more than three moving violations in the previous 5 years;
- no reckless driving violations, DWI/DUI or drug abuse convictions or license suspensions due to such convictions in the last ten years.

At Southland we are not satisfied with hiring those minimally qualified but seek those people who are most qualified and most motivated to drive. We go beyond check-listing minimal qualifications. Each applicant must complete an application and submit an H6 DMV report. In a brief interview at the time of submission, the applicant is told of the job requirements, the application is reviewed for any unanswered questions, and the H6 is reviewed.

Those with minimum qualifications undergo a thorough interview, using a model list of questions. The list insures the interviewer covers all areas of questioning, that all applicants are judged consistently, and that all questions are legal and not discriminatory. Questions are open-ended to allow the applicant to talk about values and motivation, rather than simply saying yes or no. This allows an interviewer to gauge the character and sincerity of applicants.

Driver selection actually continues throughout the training process. We do not hesitate to remove trainees who are not achieving the desired level of performance in any area – driving skills; interaction with riders, staff, and coworkers; ability to read maps and navigate; and ability to use the technology.

## Training

The following is an overview of the initial driver training curriculum. This system is in use throughout our company. Classes follow the training materials from the National Transportation Safety Institute, with further development of materials from Transportation Management Associates for passenger assistance training and the Smith System for defensive driving.

Our Director of Training, James Hawkes, will conduct initial training for drivers on the County service. This will be done at our main training facility in Baldwin Park. James has the following certifications: US DOT, Transportation Safety Institute, Instructor Associate in Bus Operator Training; the California Dept. of Motor Vehicles, Administrative Services Division, Employer Testing Program Training; and Certified Instructor, National Safety Council Defensive Driving course. Since 2003 James has conducted classes and overseen behind-the-wheel training at our central training facility. Additionally the Department has a back up instructor, Josefina Bedoy to provide depth and administrative support for the training operation.

- 1) **STI Orientation and Policies.** As we provide paid training, a trainee is an employee as soon as s/he enters training. The initial session is to introduce the trainee to employee policies and procedures and to insure that all of the necessary initial paperwork is completed.
- 2) **Defensive Driving.** Our defensive driving instruction includes both the defensive driving course provided by the National Safety Council and the Smith System. In the two programs trainees learn techniques for avoiding accidents on the road, covering such things as attention to situations which can bring about accidents, making yourself aware of the actions of other drivers and pedestrians, the proper methods for crossing, entering and exiting the vehicle. We include the Smith System materials because they provide an outstanding tie in to behind-the-wheel training where our behind-the-wheel trainers use the proven Smith System process:
  - **ALL - Aim** high in steering
  - **GOOD - Get** the big picture
  - **KIDS - Keep** your eyes moving
  - **LOVE - Leave** yourself an out
  - **MILK - Make** sure they can see you
- 3) **Transportation Safety Institute curriculum.**

The Transportation Safety Institute, the training branch of the Federal Department of Transportation, has developed this 3-part curriculum. Every segment utilizes slide shows and a follow up exam.

  - ◆ **Vehicle Operations.** This segment discusses maneuvering techniques in several different operating environments with a variety of bus sizes. The primary focus is fixed-route operations with large vehicles in a variety of operating environments.
  - ◆ **Customer Service.** This second segment works with the first to give the driver trainee effective tools in handling customers, in both fixed and paratransit applications.
  - ◆ **Emergency Management.** This final segment covers the requirements for handling accidents and vehicle breakdowns. It also builds on the customer service segment in that it sets out methods by which the driver deals with these situations when the vehicle has passengers in congested situations.

- 4) **Pre & Post Trip Inspection.** In class the trainee learns about the regulatory requirements related to the multiple items a driver must check such as tire tread depths, steering play ratio, air and hydraulic brake testing, etc. The most important part of this training continues with the trainees going through the "hands-on" portion, with buses.
- 5) **Dealing with the Elderly and Disabled Rider.**
  - ◆ **Empathy and Special Needs.** The emphasis here is to train the driver how to respond to these passengers with care and consideration of special needs. Different approaches are used, such as having the trainee visualize what life would be like with a disability: if s/he were required to use a wheelchair, cane, seeing eye dog; if s/he were mobility impaired, lost balance, suffered from a cognitive impairment. The goal is to assist the driver in moving past pure sympathy or a demeaning view to understanding and the ability to aid and assist in a helpful manner.
  - ◆ **Mobility Device & Securement.** Trainees learn the correct use of vehicle lifts, ramps and restraint systems. Every trainee learns this both in the classroom and "hands-on" in the vehicles, acting as a driver and as a passenger. Emphasis is also put on the physical safety of the rider and the driver who is boarding the passenger as well as completing the task without damage to the mobility device itself.
  - ◆ **ADA Training.** The full range of requirements of the American with Disabilities Act as it impacts transit operations is covered here. Thus drivers learn about fares, service animals, discrimination, calling stops, steps to undertake when a wheelchair lift is inoperable so that the passenger is not stranded on the street.
- 6) **Communications.** Use of the radio, Mobile Data Terminal and/or cell phone is covered depending on which communication systems are being used. Thus radio users are trained in ten-codes and plain speak. Mobile Data Terminal users are trained in input, acknowledging completion of trips, etc. Cell phone users are trained on the radio capabilities, preset emergency numbers, etc. In all cases the appropriate time to use the communication device is emphasized.
- 7) **Fare Recovery.** Trainees are familiarized with the correct handling of fares, such as how to use fare boxes, whether assistance in handling currency is appropriate, and explanation of accounting for the number of passengers for reconciliation purposes if the contract so requires. Additionally, trainees are familiarized with the particular contract's fare structure.
- 8) **Route Orientation/Thomas Guide.** The ability to navigate is essential for a driver. Trainees learn how to use a Thomas Guide and learn to route themselves with a Thomas Guide. On fixed-route services they are familiarized with the particular routes on the service. The classroom training is reinforced and supplemented during behind-the-wheel training.
- 9) **Hazardous Materials and Blood borne Pathogens.** Trainees are familiarized with the hazardous materials that may be encountered in their job including the handling of body fluid spills that could lead to virus transfers, and use of the body fluid kit.
- 10) **Body Mechanics/Safe Lifting.** Drivers are required to use their body in many aspects of their job. To insure their safety we specifically train on the correct body mechanics for these tasks including the correct method for lifting, pushing, securing wheelchairs, and boarding and exiting the vehicle.
- 11) **Harassment in the Workplace.** Every employee, including driver trainees, is given information on harassment in the workplace. The goal is to make certain that employees know how to report any problems they have as well as to train employees on the many faces of illegal harassment and that Southland does not tolerate this in the workplace.

- 12) **Substance Abuse.** Drivers are taught the problems of substance abuse, with regard to the job, but also with an eye to its effect on quality of life. Southland's policy on Substance Abuse and Training is covered in detail. All rules and regulations are strictly enforced in accordance with DOT rules and regulations, as well as with the company policies.
- 13) **CPR and First Aid.** For applicants who do not have first-aid certification, training includes the required Red Cross certification training. Regular classes are then provided to make certain drivers are always currently certified in CPR and First-Aid. Doris Landis, who is our Assistant Manager in Lancaster, conducts all of our company's CPR and First Aid training, scheduling classes at various of our facilities as needed.
- 14) **Commercial Driver Training.** When the driver comes with a C-class license the trainee also undergoes the necessary training to obtain a Commercial Driver's License.

**Behind-the-Wheel Training** - No driver operates on Southland service without undergoing behind-the-wheel training. Members of our Safety and Training department select and train all behind-the-wheel trainers. There is at least one behind-the-wheel trainer at every Southland facility. Behind-the-wheel training includes training at a secured parking facility through an obstacle course; road evaluation of the driver's skills; and route training for the specific service. Additionally the trainee learns of the particular system requirements in effect. Once the trainees begin behind-the-wheel training the safety department oversees the efforts, gets continual updates regarding how the training is progressing, and will do behind-the-wheel training themselves when needed.

Southland training emphasizes strenuous pre-testing and a formal final review prior to the trainees taking their final or CHP exams and moving on to "regularly scheduled" driver status. Our formal review is based on the observations of the behind-the-wheel trainer. Behind-the-wheel trainers spend more time with potential employees than any other person in the company. Thus we have given the trainer authority to make a "do-not-hire" recommendation.

**Refresher Training.** Once on service drivers are evaluated by a behind-the-wheel trainer or training supervisor at least twice a year and undergo retraining if appropriate. Retraining is also scheduled for any driver involved in a preventable accident or incident. There are monthly scheduled safety awareness classes to continually refresh and renew the skills necessary to be an effective, safe and courteous driver. Because we have created an atmosphere where the field operations and training functions work closely together, these safety classes are very productive. The sessions address issues that are particular to the service the drivers are on.

In the initial training as well as in the recurring sessions, drivers always have the opportunity to ask questions, and clarify issues. The most important part of training is not to follow a checklist, but to make certain that the participants in the training are actually learning and incorporating the materials presented. Our training department does not pass on people who will not be effective team members.

- s. Indicate Proposer's average percentage of on-time performance for all services operated in the last three years? On-time performance is defined as operating within 5 minutes of the required schedule.

This is a fixed-route service. All of our comparable fixed-route services (Alhambra, El Monte, Baldwin Park, West Covina, La Puente, Lawndale, Burbank, San Diego MTS and SLORTA) operate in excess of 99% on time.

- t. Describe Proposer's controlled substance abuse program and show that it complies with Exhibit A Scope of Work, Paragraph Q?

Southland has an established drug and alcohol testing policy that complies with all State and Federal requirements. This has been confirmed by two audits of the program conducted by the FTA on our Arcadia system. Testing includes both the mandatory pre-employment drug screens and the random testing for all drivers and "safety sensitive" employees as defined by federal law. All drug and alcohol testing is done in accordance with the DOT requirements for split screen testing. In addition Southland has a written policy for a Drug Free workplace in its handbook.

Managers and supervisors also undergo additional training in order that they fully understand the requirements and indications for "reasonable suspicion" testing, possible signs of drug and/or alcohol abuse. This allows continued monitoring of workers when reporting for duty and during the course of their workday.

- u. Is Proposer's firm capable of complying with the NTD reporting requirements for this project?

Southland Transit provides NTD reporting on most of its current contracts. We are well prepared to meet the requirements of the NTD, both in ongoing sampling and in operational reporting aspects.

- v. Submit proposed samples of each Project Operation Report, as specified in Exhibit A, Scope of Work, Paragraph P.2, excluding California Highway Patrol (CHP) and National Transit Database reports.

Samples of our client reporting can be found in the Information Appendix. We have attached samples of reporting routines that we use on other operations. We have modified our reporting systems to meet the individual needs of every customer.

- w. Proposer is responsible for protection and accurate reporting of fare box revenues. Describe Proposer's plan to accomplish this.

Our fare collection and accountability procedures have met the standards of every one of our clients as well as FTA audit requirements. The components of the system are:

- Separation of responsibility for collection of driver reporting paperwork from collection of fares from the fareboxes.

- Deposit of fares directly into a secured strongbox.
  - Shipment of the strongbox to Southland's central cash room for counting.
  - Reconciliation of the fare counts to the ridership reporting forms.
  - Investigation of any discrepancy between ridership counts and fare revenues.
- x. Submit a summary report of all accidents (collision and noncollision) involving service vehicles within the last five years. Include date, vehicle number, location, operator, and accident description that indicates the number of accidents per 100,00 vehicles miles.

The Industrial Safety Record form, PW-4, can be found in the Form Appendix. Our excellent record has allowed us to arrange a reasonable cost arrangement for workers' compensation insurance, despite the devastating cost spiral for such coverage in California.

## OTHER INFORMATION

- a. List subcontractors to be used in this operation, as well as the qualifications, experience, staffing and a description of their assignments.

Southland will use no subcontractors in management and operation of this service.

- b. Provide copies of the company's financial statements for the last three fiscal years.

The requested financial statements are included in the Information Appendix. Staff will note that the 2004 statements have not as yet been reviewed. Our outside accountants have been working on a reviewed consolidation of all of the related affiliates (7 in total) in this group of companies. The overall goal is to refine both the organizational structure and the financial reporting systems to better support our operations. We do not expect significant deviations from the numbers furnished for the consolidated operation of all affiliates.

- c. Submit copies of Proposer's, employee's, and/or subcontractor's licenses and certifications required to perform the work, if any.

Southland Transit's California Highway Patrol number is 216255.

- d. Submit a written Transit Security Plan.

The Security Plan can be found in the Information Appendix.

- e. Submit proof of a current, valid insurance coverage that meets the requirements of this RFP; or a statement that the required insurance coverage will be provided.

Affordable insurance has been a major challenge for many transportation providers over the past years as the industry faced the "hardest" insurance market in many years. Two years ago Southland Transit retained Marsh Risk & Insurance Services, the nation's leading business insurance broker, to assist in restructuring our coverage and attracting insurance carriers who would work with us to control costs through better pricing and effective loss control. Southland along with its affiliated companies San Gabriel Transit, Arcadia Transit, and Network Paratransit packaged all of risks together to make the account attractive to a wider group of insurers. Using this strategy, we have developed long-term partnerships with solid carriers that allow us to provide cost effective coverage for our customers for years to come.

Copies of current insurance certificates can be found in the Information Appendix. Although several of the coverages show an expiration date of June 21, 2005, finalization of the insurance for the next year are taking place and the insurance will be bound before the expiration date.

Broker: Marsh & McLennan, Marsh Risk & Insurance Services  
777 South Figueroa St., Los Angeles, CA 90017-5822  
Contact: Margaret Hogan, Client Representative, (213) 346-5099

**Auto Liability**

- First layer coverage. \$1,000,000 combined single limit per occurrence, provided by the Clarendon National Insurance Company. Clarendon's AM Best rating is Excellent A-X. While there is a \$100,000 deductible per occurrence for Southland we have successfully secured endorsements from Clarendon for the benefit of our clients which guarantees that Clarendon would seek "no contribution from Metro and its insurers" in satisfying claims on the policy. Effectively this means that Metro has "first dollar" coverage as an additional insured. Current annual expiration date is 6/21/05. Claims adjustment is handled by a Third Party Adjuster (TPA) selected and approved by Clarendon.
- Second layer coverage. \$24,000,000 combined single limit per occurrence, provided by the Lexington Insurance Company. Lexington is a subsidiary of AIG, which is the leading provider of excess coverage in the country. Their AM Best Rating is A++XV.

**General Liability & Garage Keepers Liability**

- First layer coverage. \$1,000,000 per occurrence combined single limit, provided by Clarendon National (see above.) Current expiration is 6/21/05.
- Second layer coverage. \$24,000,000 combined single limit, provided by Lexington (see above.) Current expiration is 6/21/05.
- Property/Collision/Comprehensive. Per contract requirements, placed with Lexington Insurance (see above.)

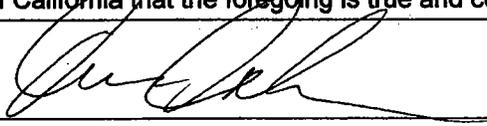
**Worker's Compensation**

Our Worker's Compensation coverage is provided by The Travelers Insurance Company, an AM Best A+XV rated carrier. We are in our third year with Travelers with the next annual renewal date at 4/1/06.

f. Additional Information.

There is no additional information we wish to present.

## VERIFICATION OF PROPOSAL

DATE: June 20, 2005	THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:		
1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.			
2. NAME OF SERVICE: Whittier Shuttle			
<b>DECLARANT INFORMATION</b>			
3. NAME OF DECLARANT: David Daley			
4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE PROPOSER.			
5. MY TITLE WITH THE PROPOSER IS: Chief Operating Officer			
<b>PROPOSER INFORMATION</b>			
6. Proposer's full legal name: SOUTHLAND TRANSIT, INC.			
7. Proposer's fictitious business name or dba (if any) NONE			
8. The Proposer's form of business entity is (CHECK ONLY ONE)			
<input type="checkbox"/> Sole Proprietor			
<input checked="" type="checkbox"/> Corporation	Corporation's principal place of business: California		
	State of incorporation: California		
	President/CEO: Timmy Mardirossian		
	Secretary: Gerald Walker		
<input type="checkbox"/> A general partnership			
<input type="checkbox"/> A limited partnership			
<input type="checkbox"/> A joint venture of:			
<input type="checkbox"/> A limited liability company:			
9. The only person or firms interested in this proposal as principals are the following:			
Name: Timmy Mardirossian	Title: President	Phone: 626-307-1510	Fax: 626-307-1529
Address: 3650 Rockwell	City: El Monte	State: CA	Zip: 91731
Name: David Daley	Title: Chief Operating Officer	Phone: 626-488-3927	Fax: 626-943-1225
Address: 3650 Rockwell	City: El Monte	State: CA	Zip: 91731
10. This proposal is made without collusion with any other person, firm, or corporation. The proposer has carefully examined the location of the proposed work, and is familiar with all of the physical and makes this bid solely upon the Proposer's own knowledge. The proposer has carefully examined the specifications, both general and detail, any drawings attached, and any additional communications sent and makes this proposal in accordance therewith. If this proposal is accepted, the proposer will enter into a written contract for the performance of the proposed work with the County of Los Angeles, accepting in full payment for work actually done the prices shown in the attached schedule. It is understood and agreed that the quantities set forth in the attached schedule and the Request for Proposals are but estimates, and the unit prices will apply to the actual quantities, whatever they may be.			
11. CHECK ONE <input checked="" type="checkbox"/> (1) I am making these representations on my personal knowledge: OR <input type="checkbox"/> (2) I am making these representations based on information and belief that they are true.			
I declare under penalty of perjury under the laws of California that the foregoing is true and correct.			
Signature of Proposer or Authorized Agent			
Type name and title:		David Daley, Chief Operating Officer	

**SERVICE COST PROPOSAL SHEET  
FOR  
WHITTIER SHUTTLE SERVICE**

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. Costs include overtime, holidays, administrative costs, salary and employee benefits, equipment, uniforms, etc.

**Contractor Vehicle Rate:     \$52.09     per hour**

	Weekday	Weekend	Estimated Hours	Hourly Rate**	Total
Route 1	5 days/wk	1 day/wk	2[52(5x9.83+7.83)-		
2 Buses	8 am-5:50 pm	9 am-4:50 pm	(7*9.83)]=5788.3	\$ 52.09	\$ 301,511

**County Vehicle Rate:     \$44.03     per hour**

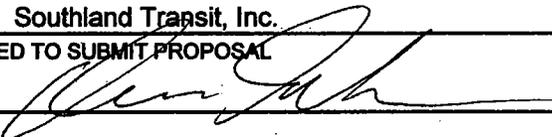
	Weekday	Weekend	Estimated Hours	Hourly Rate**	Total
Route 1	5 days/wk	1 day/wk	2[52(5x9.83+7.83)-		
2 Buses	8 am-5:50 pm	9 am-4:50 pm	(7*9.83)]=5788.3	\$ 44.03	\$ 254,857

**3-Year Grand Total = Annual Contractor Vehicle Rate Total +  
Annual County Vehicle Rate Total x 2 Years**

**\$ 301,511 + \$ 254,857 x2= \$ 811,225**

\$ Eight hundred eleven thousand two hundred twenty five

**Please write out 3-Year Grand Total**

LEGAL NAME OF PROPOSER		
Southland Transit, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
		
TITLE OF AUTHORIZED PERSON		
Chief Operating Officer		
DATE	STATE CONTRACTOR'S LICENSE NUMBER	LICENSE TYPE
6/20/2005	Not Applicable	Not Applicable
PROPOSER'S ADDRESS:		
3650 Rockwell Avenue El Monte, CA 91731		
PHONE	FAX	E-MAIL
(626) 488-3927	(626) 943-1225	stidave@earthlink.net

\* Holidays per year

\*\* All inclusive costs (includes overtime, holidays, administrative costs, salary and employee benefits, equipment, uniforms, etc.)

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

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

<b>Company Name:</b>	Southland Transit, Inc.		
<b>Company Address:</b>	3650 Rockwell		
<b>City:</b>	El Monte	<b>State:</b> CA	<b>Zip Code:</b> 91731
<b>Telephone Number:</b>	(626) 488-3927		
<b>Solicitation for (Type of Goods or Services):</b>	Management and Operation of Transportation Services		

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

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

- My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) an annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, director, majority stockholders, or their equivalent, of a business dominant in that field of operation.

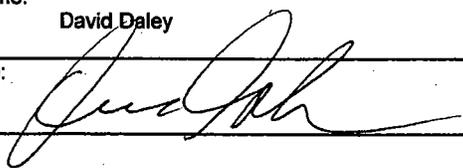
- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

**Part II: Certification of Compliance**

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

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

<b>Print Name:</b> David Daley	<b>Title:</b> Chief Operating Officer
<b>Signature:</b> 	<b>Date:</b> 6/20/05

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: WHITTIER SHUTTLE  
 SERVICE BY PROPOSER: SOUTHLAND TRANSIT, INC. (Proposal to manage and operate the transportation service)  
 PROPOSAL DATE: June 20, 2005

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

Five Calendar Years Prior to Current Year

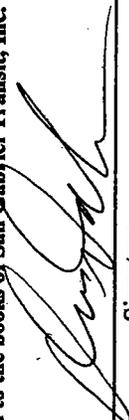
	Year	2000	2001	2002	2003	2004	Total	Current Year
1. No. of contracts		11	16	19	20	21		22
2. Total dollar amount of Contracts (in the thousands of \$)		17,348	22,648	23,418	31,642	15,785 Note 1	110,841	7,778 (at 6/9/05)
3. No. of fatalities		0	0	0	0	0	0	0
4. No. of lost workday cases		13	14	8	7	3	45	2
5. No. of lost workday cases involving permanent transfer to another job or termination of employment.		3	4	3	3	2	15	0
6. No. of lost workdays		1,007	1,273	733	810	265	4,088	141

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

Note 1: For 2004 and subsequent years the ASI contract was transferred to the books of San Gabriel Transit, Inc.

David Daley

Name of Proposer or authorized agent (print)



Signature

6/20/05

Date

**CONFLICT OF INTEREST CERTIFICATION**I, David Daley

- Sole owner  
 General partner  
 Managing member  
 Chief Financial Officer and Chief Operating Officer

of Southland Transit, Inc.  
Name of Proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of the following Los Angeles Administrative Code, Section 2.180.010:

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

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

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

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

Signed

  
David Daley  
 Chief Operating Officer

Date

6/20/05

PROPOSER'S REFERENCE LIST

PROPOSED CONTRACT FOR: Whittier Shuttle

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

A. COUNTY OF LOS ANGELES AGENCIES

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

SERVICE: Elderly & Disabled Dial-a-Ride  
Whittier Dial-a-Ride  
DATES: 1999 to present  
DEPARTMENT: Dept. of Public Works  
CONTACT: Stefan Popescu  
TELEPHONE: (626) 458-3964  
FAX: (626) 979-5359

SERVICE: Elderly & Disabled Dial-a-Ride  
East LA Dial-a-Ride  
DATES: 1994 to present  
DEPARTMENT: Dept. of Public Works  
CONTACT: Eugenia Thomas  
TELEPHONE: (626) 458-3964  
FAX: (626) 979-5359

SERVICE: Elderly & Disabled Dial-a-Ride  
Willowbrook Dial-a-Ride  
DATES: 7/04 to present  
DEPARTMENT: Dept. of Public Works  
CONTACT: Stefan Popescu  
TELEPHONE: (626) 458-3964  
FAX: (626) 979-5359

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: City Fixed-route & DAR  
DATES: October 1998 to present  
AGENCY/FIRM: City of Alhambra  
ADDRESS: 111 S. First Street  
Alhambra, CA 91801  
CONTACT: Mary Chavez  
TELEPHONE: (626)308-4880  
FAX: (626) 282-1035

SERVICE: City Dial-a-Ride  
DATES: 1994 to present  
AGENCY/FIRM: City of Glendale  
ADDRESS: 633 E. Broadway, Suite 300  
Glendale, CA 91206  
CONTACT: Jano Baghdanian  
TELEPHONE: (818) 548-3960  
FAX: (818) 409-7027

SERVICE: General Public DAR  
DATES: 1975 to present  
AGENCY/FIRM: City of Arcadia  
ADDRESS: 240 W. Huntington Drive  
Arcadia, CA 91007  
CONTACT: Don Penman  
TELEPHONE: (626) 574-5415  
FAX: (626) 447-3309

SERVICE: City DAR & Public Trolley  
DATES: July 2000 to present  
AGENCY/FIRM: City of Monrovia  
ADDRESS: 415 South Ivy  
Monrovia, CA 91016  
CONTACT: Alice Griselle  
TELEPHONE: (626) 932-5500  
FAX: (626) 932-5569

SERVICE: City Fixed-route & DAR  
DATES: July 2001 to present  
AGENCY/FIRM: City of West Covina  
ADDRESS: P.O. Box 1440  
West Covina, CA 91793  
CONTACT: Scott Smilowitz  
TELEPHONE: (626) 939-8431  
FAX: (626) 939-8675

SERVICE: City Dial-a-Ride  
DATES: 1994 to present  
AGENCY/FIRM: City of Pico Rivera  
ADDRESS: 6615 Parsons Blvd.  
Pico Rivera, CA 90660  
CONTACT: Ralph Guillen  
TELEPHONE: (562) 801-4404  
FAX: (562) 801-4765

SERVICE: City Fixed-route & DAR  
DATES: July 1997 to present  
AGENCY/FIRM: City of Baldwin Park  
ADDRESS: 14403 E. Pacific  
Baldwin Park, CA 90660  
CONTACT: Kara Bouton  
TELEPHONE: (626) 960-4011  
FAX: (626) 337-2965

SERVICE: City Fixed-route & DAR  
DATES: July 2001 to present  
AGENCY/FIRM: City of El Monte  
ADDRESS: 3130 North Tyler Avenue  
El Monte, CA 91731  
CONTACT: Tom Hatch  
TELEPHONE: (626) 580-2200  
FAX: (626) 580-2238

SERVICE: Regional Fixed-Route & DAR  
DATES: July 2003 to present  
AGENCY/FIRM: San Luis Obispo Regl. Transit Auth.  
ADDRESS: 1150 Osos St.  
San Luis Obispo, CA 93401  
CONTACT: David Lilly  
TELEPHONE: (805) 781-4465  
FAX: (805) 781-1291

SERVICE: City Fixed-Route  
DATES: July 2000 to present  
AGENCY/FIRM: City of Lawndale  
ADDRESS: 14717 Burin Avenue  
Lawndale, CA 90260  
CONTACT: Erica Zimmerman  
TELEPHONE: (310) 970-2100  
FAX: (310) 676-9471

SERVICE: City Fixed-route & DAR  
DATES: July 2000 to present  
AGENCY/FIRM: City of La Puente  
ADDRESS: 15900 E. Main Street  
La Puente, CA 91744  
CONTACT: Greg Yamachika  
TELEPHONE: (626) 855-1500  
FAX: (626) 330-4000

SERVICE: Fixed-Route & Flex-Route  
DATES: April 2004 to present  
AGENCY/FIRM: San Diego MTDB  
ADDRESS: 1501 National Ave.  
San Diego, CA 92113  
CONTACT: Scott Transue  
TELEPHONE: (619) 235-2648  
FAX: (619) 744-5946

SERVICE: City Fixed-Route & Metrolink Svc.  
DATES: August 2002 to present  
AGENCY/FIRM: City of Burbank  
ADDRESS: 301 East Olive Avenue  
Burbank, CA 90660  
CONTACT: Andrew Carrasco  
TELEPHONE: (818) 238-5359  
FAX: (818) 238-5351

SERVICE: City Dial-a-Ride  
DATES: 1994 to 2004  
AGENCY/FIRM: City of Cerritos  
ADDRESS: 18125 Bloomfield Ave.  
Cerritos, CA 90703  
CONTACT: Robert Lopez  
TELEPHONE: (562) 916-1201  
FAX: (562) 906-1371

SERVICE: Developmentally disabled transport  
DATES: November 2003 to present  
AGENCY/FIRM: Tri-Counties Regional Center  
ADDRESS: 520 E. Montecito Street  
Santa Barbara, CA 93103  
CONTACT: Laura Moreno (TCRC Broker)  
TELEPHONE: (805) 529-7511  
FAX: (805) 529-2613

SERVICE: City Dial-a-Ride  
DATES: 1996 to 2004  
AGENCY/FIRM: City of Temple City  
ADDRESS: 9701 Las Tunas Drive  
Temple City, CA 91780  
CONTACT: Kathy Burroughs  
TELEPHONE: (626) 285-2171  
FAX: (626) 285-8192

SERVICE: Developmentally disabled transport  
DATES: November 2001 to present  
COMPANY: Kern County Regional Center  
ADDRESS: 3200 N. Sillect Avenue  
Bakersfield, CA 93308  
CONTACT: Lynn Clark  
TELEPHONE: (805) 327-8531  
FAX: (805) 324-5060

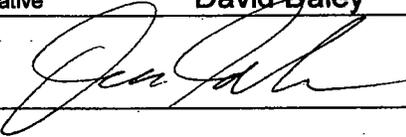
SERVICE: Developmentally disabled transport  
DATES: September 2001 to present  
COMPANY: North LA County Regional Center  
ADDRESS: 15400 Sherman Way, Suite 300  
Van Nuys, CA 91406  
CONTACT: Ellen Stein  
TELEPHONE: (818) 756-6300  
FAX: (818) 756-6140

## PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	Southland Transit, Inc.
Address	3650 Rockwell, El Monte, CA 91731
Internal Revenue Service Employer Identification Number	95-4866709

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

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

Proposer	Southland Transit, Inc.	
Authorized representative	David Daley	
Signature		Date 6/20/05

## LIST OF SUBCONTRACTORS

The proposer is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California) and should be familiar with Section 2-3 of the Standard Specifications.

Subcontractors listed in accordance with the provisions of Section 2-3 must be properly licensed under the laws of the State of California for the type of work which 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 work.

Name under which Sub-contractor is licensed	License Number	Address	Specific Description of Subcontract work
<b>No subcontractors will be used in provision of this County service.</b>			

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

All proposers responding to this solicitation must return this form for proper consideration of the proposal.

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

FIRM NAME: SOUTHLAND TRANSIT, Inc.	
<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action
<input type="checkbox"/> I AM	compliance as of the date of this proposal/bids submission.
As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	

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

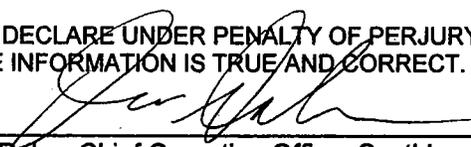
BUSINESS STRUCTURE		CORPORATION				
TOTAL NUMBER OF EMPLOYEES (INCLUDING OWNERS)		665				
RACE/ETHNIC COMPOSITION OF FIRM. PLEASE DISTRIBUTE THE ABOVE TOTAL # INTO FOLLOWING CATEGORIES.						
RACE/ETHNIC COMPOSITION	OWNERS/PARTNERS/ ASSOCIATE PARTNERS		MANAGERS		STAFF	
	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
Black/African American			4	2	33	32
Hispanic/Latino			5	2	222	145
Asian or Pacific Islander			1	1	40	4
American Indian					2	2
Filipino					5	0
White	1		9	3	109	43

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

	BLACK/AFRICAN AMERICAN	HISPANIC LATINO	ASIAN PACIFIC ISLANDER	AMERICAN INDIAN	FILIPINO	WHITE
Men						100%
Women						

iv. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS ENTERPRISES**  
 Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veterans business enterprises by a public agency?  
**NOT APPLICABLE**  
 (If yes, complete the following and attach a copy of your notice of certification.)

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

SIGNED:   
 David Daley, Chief Operation Officer Southland Transit

Date: 6/29/05

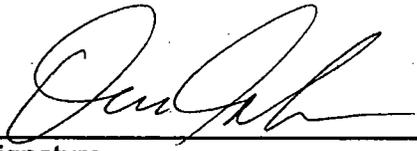
GAIN/GROW EMPLOYMENT COMMITMENT

The undersigned:

has hired participants from the County's Department of Social Services' Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) employment program.

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

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

  
\_\_\_\_\_  
Signature

Chief Operating Officer  
Title

Southland Transit, Inc.  
Firm Name

9/20/05  
Date

FORM PW-12

CHARITABLE CONTRIBUTIONS CERTIFICATION

SOUTHLAND TRANSIT, INC.  
Company Name

3650 ROCKWELL AVENUE, EL MONTE, CA 91731  
Address

95-4866709  
Internal Revenue Service Employer Identification Number

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

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

CERTIFICATION YES NO

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

OR

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

[Signature]  
Signature

11/3/05  
Date

DAVE DALBY, CHIEF OPERATING OFFICER  
Name and Title (please type or print)

**COUNTY OF LOS ANGELES  
LIVING WAGE ORDINANCE**

**Contractor's Living Wage Declaration**

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program)). You must declare your intent to comply with the program.

If you believe that your are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to the county awarding department before the deadline to submit proposals.

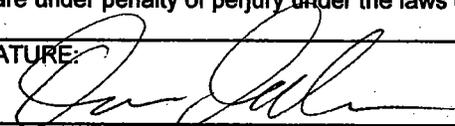
- I **do not** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$9.46 per hour** per employee.
- I **do have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$1.14 per hour** per employee. I will pay an hourly wage of not less than **\$9.46 per hour** per employee.
- I **do have** a bona fide health care benefit plan for those employee who will be providing services to the County under the contract and will pay into the plan **at least \$1.14 per hour** per employee. I will pay an hourly wage of not less than **\$8.32 per hour** per employee.

Health Plan(s): Blue Cross Health Care Plans. 3 options – HMO Power Select; HMO California Care100/10; PPO 51-125

Company Insurance Group Number: 55AAQA

Health Benefit(s) Payment Schedule:

- ✓ Monthly (company pay to the insurance company)
- ✓ Biweekly (employee deduction from paycheck for benefits chosen)

PLEASE PRINT COMPANY NAME: <b>SOUTHLAND TRANSIT, INC.</b>	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE: 	DATE: <u>6/20/05</u>
PLEASE PRINT NAME: <b>David Daley</b>	TITLE OR POSITION: <b>Chief Operating Officer</b>

**COUNTY OF LOS ANGELES LIVING WAGE PROGRAM  
Acknowledgment and Statement of Compliance**

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statement on behalf of his or her Firm. **CHECK EACH APPLICABLE BOX.**

**LIVING WAGE ORDINANCE:**

- I have read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

**CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:**

- I have read the provisions of the RFP describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand 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 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 years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

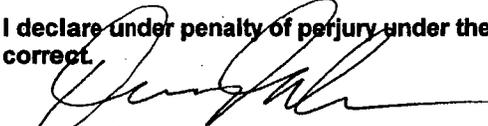
**History of Alleged Labor Law/Payroll Violations (Check One):**

- There **HAS BEEN NO** determination by a public entity within the three 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 the three years of the date of the proposal that the Firm committed a Labor/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 years; **OR**
- The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) 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

David Daley, Treasurer & Chief Operating Officer  
\_\_\_\_\_  
Print Name and Title

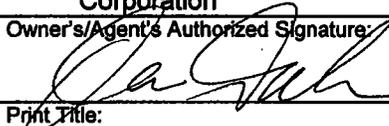
Southland Transit, Inc.  
\_\_\_\_\_  
Print Name of Firm

6/20/05  
\_\_\_\_\_  
Date

**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three year of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Name of Firm: <b>Southland Transit, Inc.</b>	Print Name of Owner: <b>Corporation</b>
Print Address of Firm: <b>3650 Rockwell Avenue</b>	Owner's/Agent's Authorized Signature:  <b>Dave Daley</b>
City, State, Zip Code <b>El Monte, CA 91731</b>	Print Title: <b>Chief Operating Officer</b>

<b>PUBLIC ENTITY NAME</b>	<b>DEPARTMENT OF FAIR EMPLOYMENT &amp; HOUSING</b>
Public Entity Address:	Street Address: <b>121 Spear Street, Suite 430</b> City, State, Zip: <b>San Francisco, CA 94105</b>
Case Number/Date Claim Opened:	Case Number: <b>E200303 R-1318-00R</b> Date Claim Opened: <b>2003</b>
Name & Address of Claimant:	Name: <b>Rudy Carmona</b> Street Address: <b>941 East Arroyo Terrace, Apt B</b> City, State, Zip: <b>Alhambra, CA 91801</b>
Description of Work: (e.g., Janitorial)	<b>Drove Van for Senior Citizens</b>
Description of Allegation and/or Violation:	<b>Alleged discrimination/retaliation for reporting an alleged incident of a dispatcher using a racially insensitive communication over the radio. Employer's response was that the employee was terminated for poor work performance, not retaliation.</b>
Disposition of Finding: (attach disposition letter) (e.g., liquidated damages, penalties, debarment, etc.)	<b>Case was transferred to Superior Court at the Company's request and subsequently settled for less than our projected litigation expenses. Settlement agreement admitted no discrimination or retaliation. Note that the employee (Ethnic Chinese) who was the alleged target of the insensitive comment adamantly denied that any discriminatory event had occurred.</b>

- Additional Pages are attached for a total of  1  pages.  
*No additional pages attached*

## GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

<b>County Determination</b> Proposer Name: <u>Southland Transit, Inc.</u> Contracting Department: <u>Dept. of Public Works</u> Department Contact Person: <u>Leticia Gordo</u> Phone: <u>(626) 458-4057</u>	<b>RANGE OF DEDUCTION _____</b> (Deduction is taken from the maximum evaluation points available)	
	Proposer Fully Disclosed	Proposer <i>Did Not</i> Fully Disclose
<b>MAJOR</b> County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations. *	8-10% Consider investigating a finding of proposer non-responsibility. **	16-20% Consider investigating a finding of proposer non-responsibility. **
<b>SIGNIFICANT</b> County determination, based on the Evaluation Criteria, that proposer has a record of significant violations. *	4-7%	8-14% Consider investigating a finding of proposer non-responsibility. **
<b>MINOR</b> County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations. *	2-3%	4-6%
<b>INSIGNIFICANT</b> County determination, based on the Evaluation Criteria, that proposer has a record of very minimal violations. *	0-1%	1-2%
<b>NONE</b> County determination, based on the Evaluation Criteria, that proposer does not have a record of violations. *	0	N/A

**Assessment Criteria**

\* A "Labor Law/Payroll Violation" includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a proposer's final evaluation score only Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- Accuracy in self-reporting by proposer
- Health and/or safety impact
- Number of occurrences
- Identified patterns in occurrences
- Dollar amount of lost/delayed wages
- Assessment of any fines and/or penalties by public entities
- Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

\*\* County Code Title 2, Chapter 2.202.030 set forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.

**REQUESTED INFORMATION ON THE  
PROPOSER'S MEDICAL PLAN COVERAGE**

Proposer: Southland Transit, Inc.

Name of Proposer's Health Plan: Blue Cross Power Select HMO Date: 9/04 - 9/05

(Please use a separate form for each health plan offered by the Proposer to employees who will be working under this contract.)

ITEMS	DOES THE PROPOSER'S PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium (MONTHLY)		<u>Monthly cost of coverage</u>	
Employee only	Yes	\$176.40	
Employee + spouse	Yes	\$388.08	
Employee + children	Yes	\$317.52	
Employee + spouse + children	Yes	\$546.86	
Proposer's portion of health Premium Payment		<u>Monthly cost paid by the proposer</u>	
Employee only	Yes	\$133.09	
Employee + spouse	Yes	\$133.09	
Employee + children	Yes	\$133.09	
Employee + spouse + children	Yes	\$133.09	
Any Annual Deductible?			\$100 yrly deductible on prescription drugs, waived on generic drugs & brand drugs when generic not available
Per Person	Yes		
Per Family	Yes		
Any Annual Maximum Employee Out-of-Pocket Expense?			Cost of infertility and prescription drugs not included.
Per Person	Yes	\$1500 max/individual	
Per Family	Yes	\$3000 max/2 or more	
Any Lifetime Maximum?			
per person	No		
Per family	No		
Ambulance Coverage	Yes		When medically necessary
Doctor's Office Visits	Yes		\$15 copay/primary care \$30 copay for specialist
Emergency Care	Yes		\$100 copay/waived if admitted
Home Health Care	Yes		100 visits/calendar year
Hospice Care	Yes		
Hospital Care	Yes		
Immunizations	Yes		
Maternity	Yes		\$15 copay for visit
Mental Health	Yes		No coverage for physician hospital visits
Mental Health In-Patient Coverage	Yes**		In accordance with state law this includes severe mental illness.
Mental Health Out-Patient Coverage	Yes		\$30/visit copay 20 visits/calendar year
Physical Therapy	Yes		

ITEMS	DOES THE PROPOSER'S PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Prescription Drugs	Yes		Copay - 50% of cost up to \$10 on generic drugs Copay - 50% of cost up to \$25 on brand name \$40/copay non formulary
Routine Eye Examinations	Yes		Not cover glasses/contacts
Skilled Nursing Facility	Yes		
Surgery	Yes		
X-Ray and Laboratory	Yes		

Under this health plan, a full time employee:

Becomes eligible for health insurance coverage the first of the month following 30 days employment (training is not counted)

Is defined as an employee who is employed more than 35 hours per week.

**OTHER BENEFITS:**

- A. Number of paid sick days earned in the first year of employment \*\*
- B. Number of paid sick days earned in the second year of employment \*\*
- C. Number of paid vacation days earned in the first year of employment \*\*
- D. Number of paid vacation days earned in the second year of employment \*\*

\*\* Employees earn Paid Time Off (PTO) on a biweekly basis as soon as they are a regular employee. A year's accumulation is equivalent to approximately 9 days a year. It can be used by the employee for sickness or vacation or personal time. It is available for the employee's use as soon as it is earned.

- E. Number of paid holidays per year is 6 days.

## REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: Southland Transit, Inc.

Name of Proposer's Health Plan: Blue Cross HMO California Care 100/10 Date: 9/04 - 9/05  
(Please use a separate form for each health plan offered by the Proposer to employees who will be working under this contract.)

ITEMS	DOES THE PROPOSER'S PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium (MONTHLY)		<u>Monthly cost of coverage</u>	
Employee only	Yes	\$222.52	
Employee + spouse	Yes	\$489.54	
Employee + children	Yes	\$400.54	
Employee + spouse + children	Yes	\$689.82	
Proposer's portion of health Premium Payment		<u>Monthly cost paid by the proposer</u>	
Employee only	Yes	\$133.09	
Employee + spouse	Yes	\$133.09	
Employee + children	Yes	\$133.09	
Employee + spouse + children	Yes	\$133.09	
Any Annual Deductible?			
Per Person	No		
Per Family	No		
Any Annual Maximum Employee Out-of-Pocket Expense?			Cost of infertility and prescription drugs not included.
Per Person	Yes	\$1500 max/individual	
Per Family	Yes	\$3000 max/2 or more	
Any Lifetime Maximum?			
per person	No		
Per family	No		
Ambulance Coverage	Yes		When medically necessary
Doctor's Office Visits	Yes		\$10 copay
Emergency Care	Yes		\$100 copay/waived if admitted subject to deductible if not medical emergency
Home Health Care	Yes		100 visits/calendar year
Hospice Care	Yes		
Hospital Care	Yes		
Immunizations	Yes		
Maternity	Yes		\$10/each visit
Mental Health	Yes		No coverage for physician hospital visits
Mental Health In-Patient Coverage	Yes**		In accordance with state law this includes severe mental illness.
Mental Health Out-Patient Coverage	Yes		\$20/visit copay 20 visits/calendar year
Physical Therapy	Yes		

ITEMS	DOES THE PROPOSER'S PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Prescription Drugs	Yes		\$10/copay generic \$25/copay brand name \$40/copay non formulary
Routine Eye Examinations	Yes		\$10/each visit primary care physician Not cover glasses/contacts
Skilled Nursing Facility	Yes		
Surgery	Yes		
X-Ray and Laboratory	Yes		

Under this health plan, a full time employee:

Becomes eligible for health insurance coverage the first of the month following 30 days employment (training is not counted)

Is defined as an employee who is employed more than 35 hours per week.

**OTHER BENEFITS:**

- A. Number of paid sick days earned in the first year of employment \*\*
- B. Number of paid sick days earned in the second year of employment \*\*
- C. Number of paid vacation days earned in the first year of employment \*\*
- D. Number of paid vacation days earned in the second year of employment \*\*

\*\* Employees earn Paid Time Off (PTO) on a biweekly basis as soon as they are a regular employee. A year's accumulation is equivalent to approximately 9 days a year. It can be used by the employee for sickness or vacation or personal time. It is available for the employee's use as soon as it is earned.

- E. Number of paid holidays per year is 6 days.

**REQUESTED INFORMATION ON THE  
PROPOSER'S MEDICAL PLAN COVERAGE**

Proposer: Southland Transit, Inc.

Name of Proposer's Health Plan: Blue Cross PPO 51-125 KP 12 Date: 9/04 - 9/05

(Please use a separate form for each health plan offered by the Proposer to employees who will be working under this contract.)

ITEMS	DOES THE PROPOSER'S PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium (MONTHLY)		<u>Monthly cost of coverage</u>	
Employee only	Yes	\$446.87	
Employee + spouse	Yes	\$983.05	
Employee + children	Yes	\$804.32	
Employee + spouse + children	Yes	\$1385.22	
Proposer's portion of health Premium Payment		<u>Monthly cost paid by the proposer</u>	
Employee only	Yes	\$133.09	
Employee + spouse	Yes	\$133.09	
Employee + children	Yes	\$133.09	
Employee + spouse + children	Yes	\$133.09	
Any Annual Deductible? Per Person Per Family	The restrictions and limitations of copays under a PPO plan are very specific. Attached find the Blue Cross explanation of benefits offered by this plan.		
Any Annual Maximum Employee Out-of-Pocket Expense? Per Person Per Family			
Any Lifetime Maximum? per person Per family			
Ambulance Coverage			
Doctor's Office Visits			
Emergency Care			
Home Health Care			
Hospice Care			
Hospital Care			
Immunizations			
Maternity			
Mental Health			
Mental Health In-Patient Coverage			
Mental Health Out-Patient Coverage			
Physical Therapy			
Prescription Drugs			
Routine Eye Examinations			
Skilled Nursing Facility			
Surgery			
X-Ray and Laboratory			

Under this health plan, a full time employee:

Becomes eligible for health insurance coverage the first of the month following 30 days employment (training is not counted)

Is defined as an employee who is employed more than 35 hours per week.

**OTHER BENEFITS:**

- A. Number of paid sick days earned in the first year of employment \*\*
- B. Number of paid sick days earned in the second year of employment \*\*
- C. Number of paid vacation days earned in the first year of employment \*\*
- D. Number of paid vacation days earned in the second year of employment \*\*

\*\* Employees earn Paid Time Off (PTO) on a biweekly basis as soon as they are a regular employee. A year's accumulation is equivalent to approximately 9 days a year. It can be used by the employee for sickness or vacation or personal time. It is available for the employee's use as soon as it is earned.

- E. Number of paid holidays per year is 6 days.



# Blue Cross PPO<sup>SM</sup> 51-125 KP12

PPO Benefits

In addition to dollar and percentage copays, members are responsible for deductibles, as described below. Please review the deductible information to know if a deductible applies to a specific covered service.

Members are also responsible for all costs over the plan maximums. Plan maximums and other important information appear in *italics*.

## Explanation of Covered Expense

Plan payments apply to the lesser of the charges billed by the provider or the following:

**PPO Providers**—PPO negotiated rates. Members are not responsible for the difference between the provider's usual charges & the negotiated amount.

**Non-PPO Providers and Other Health Care Providers** (*includes those not represented in the PPO provider network*)—The customary & reasonable charge for professional services or the reasonable charge for institutional services.

**When using Non-PPO and Other Health Care Providers, members are responsible for any difference between the allowed amount & actual charges, as well as any deductible & percentage copay.**

<b>Calendar year deductible for all providers</b>	\$250/member maximum of three separate deductibles/family	
<b>Deductible for non-Blue Cross PPO hospital or residential treatment center</b>	\$500/admission ( <i>waived for emergency admission</i> )	
<b>Deductible for non-Blue Cross PPO hospital, residential treatment center or ambulatory surgical center if services not preauthorized</b>	\$500/admission ( <i>waived for emergency admission</i> )	
<b>Deductible for emergency room services</b>	\$100/visit ( <i>waived if admitted directly from ER</i> )	
<b>Annual Out-of-Pocket Maximums</b>		
PPO Providers & Other Health Care Providers	\$2,000/member/year	
Non-PPO Providers	\$6,000/member/year	
The following do not apply to out-of-pocket maximums: deductibles listed above; dollar copays; percentage copays for mental or nervous disorders & substance abuse; non-covered expense. After a member reaches the out-of-pocket maximum, the member remains responsible for dollar copays, percentage copays for mental or nervous disorders & substance abuse, and, for non-PPO providers, costs in excess of the covered expense.		
<b>Lifetime Maximum</b>	\$5,000,000/member	
<b>Covered Services</b>	<b>PPO: Per Member Copay</b>	<b>Non-PPO: Per Member Copay</b>
<b>Hospital Medical Services</b> ( <i>preauthorization required; waived for emergency admissions</i> )		
➤ Semi-private room, meals & special diets, & ancillary services	10%	30% <sup>1</sup>
➤ Outpatient medical care, surgical services & supplies ( <i>hospital care other than emergency room care</i> )	10%	30% <sup>1</sup>
<b>Ambulatory Surgical Centers</b> ( <i>preauthorization required; waived for emergency admissions</i> )		
➤ Outpatient surgery, services & supplies	10%	30% ( <i>limited to \$350/day</i> )
<b>Skilled Nursing Facility</b> ( <i>preauthorization required</i> )		
➤ Semi-private room, services & supplies ( <i>medical conditions &amp; severe mental disorders limited to 100 days/calendar year; substance abuse limited to 30 days/calendar year</i> )	10%	30%
<b>Hospice Care</b>		
➤ Inpatient or outpatient services for members with up to one year life expectancy; family bereavement services		20% <sup>2</sup>
<b>Home Health Care</b> ( <i>preauthorization required</i> )		
➤ Services & supplies from a home health agency ( <i>limited to \$110/day &amp; 100 visits/calendar year, one visit by a home health aide equals four hours or less; not covered while member receives hospice care</i> )	10%	30%
<b>Infusion Therapy</b> ( <i>preauthorization required</i> )		
➤ Includes medication, ancillary services & supplies; caregiver training & visits by provider to monitor therapy; durable medical equipment; lab services	10%	30% ( <i>limited to \$600/day</i> )

<sup>1</sup> For California facilities, a discount will be applied if the facility has a contract with Blue Cross for fee-for-service business. For California facilities without a contract, covered expense for non-emergency hospital services and supplies is reduced by 25%, resulting in higher costs for members.

<sup>2</sup> These providers are not represented in the Blue Cross PPO network.

<b>Covered Services</b>	<b>PPO: Per Member Copay</b>	<b>Non-PPO: Per Member Copay</b>
<b>Physician Medical Services</b>		
➤ Office & home visits	\$15/visit <sup>1</sup> (deductible waived)	30%
➤ Hospital & skilled nursing facility visits	10%	30%
➤ Surgeon & surgical assistant; anesthesiologist or anesthetist	10%	30%
<b>Diagnostic X-ray &amp; Lab (including mammograms, Pap smears and prostate cancer screenings)</b>	10%	30%
<b>Well Baby &amp; Well-Child Care for Dependent Children</b>		
➤ Routine physical examinations (birth through age six)	\$25/exam (deductible waived)	30% (limited to \$20/exam)
➤ Immunizations (birth through age six) & immunizations for Hepatitis B & Varicella Zoster (Chicken Pox) (ages 7 through 18)	No copay (deductible waived)	30% (limited to \$12/immunization)
<b>Preventive Care for Members Ages Seven &amp; Older</b>		
➤ Routine physical exams, immunizations, diagnostic X-ray & lab for routine physical exam (limited to \$250/calendar year)	\$25/visit (deductible waived)	Not covered
<b>Physical Therapy, Physical Medicine &amp; Occupational Therapy, including Chiropractic Services (limited to 24 visits/calendar year; additional visits may be authorized)</b>	10%	30% (limited to \$25/visit)
<b>Speech Therapy</b>		
➤ Outpatient speech therapy following injury or organic disease	10%	30%
<b>Acupuncture</b>		
➤ Services for the treatment of disease, illness or injury (limited to \$25/visit & 12 visits/calendar year)	10% <sup>2</sup>	30% <sup>2</sup>
<b>Temporomandibular Joint Disorders</b>		
➤ Splint therapy & surgical treatment	10%	30%
<b>Pregnancy &amp; Maternity Care (services cover subscriber, spouse &amp; dependent daughters)</b>		
➤ Physician office visits	\$15/visit <sup>1</sup> (deductible waived)	30%
➤ Prescription drug for elective abortion (mifepristone)	10%	30%
Normal delivery, cesarean section, complications of pregnancy & abortion (newborn routine nursery care covered when natural mother is subscriber or spouse)		
➤ Inpatient physician services	10%	30%
➤ Hospital & ancillary services	10%	30% <sup>3</sup>
<b>Organ &amp; Tissue Transplants (preauthorization required; specified organ transplants covered only when performed at a Center of Expertise [COE])</b>		
➤ Inpatient services provided in connection with non-investigative organ or tissue transplants		10%
➤ Physician office visits (including specialists and consultants)		\$15/visit <sup>1</sup> (deductible waived)
➤ Transplant travel expense for an authorized, specified transplant at a COE (recipient & companion transportation limited to 6 trips/episode & \$250/person/trip for round-trip coach airfare, hotel limited to 1 room double occupancy & \$100/day for 21 days/trip, other expenses limited to \$25/day/person for 21 days/trip; donor transportation limited to 1 trip/episode & \$250 for round-trip coach airfare, hotel limited to 1 room/\$100/day for 7 days, other expenses limited to \$25/day for 7 days)		No copay (deductible waived)

<sup>1</sup>The dollar copay applies only to the visit itself. An additional 10% copay applies for any services performed in office (i.e., X-ray, lab, surgery).

<sup>2</sup>Acupuncture services can be performed by a certified acupuncturist (C.A.), a doctor of medicine (M.D.), a doctor of osteopathy (D.O.), a podiatrist (D.P.M.), or a dentist (D.D.S.).

<sup>3</sup>For California facilities, a discount will be applied if the facility has a contract with Blue Cross for fee-for-service business. For California facilities without a contract, covered expense for non-emergency hospital services and supplies is reduced by 25%, resulting in higher costs for members.

Covered Services	PPO: Per Member Copay	Non-PPO: Per Member Copay
<b>MedCall®</b>		
➤ A 24-hour service that connects members to a nurse or audio library with a toll-free call; the number is printed on the member's ID card		No copay ( <i>deductible waived</i> )
<b>Diabetes Education Programs</b> ( <i>requires physician supervision</i> )		
➤ Teach members & their families about the disease process, the daily management of diabetic therapy & self-management training	\$15/visit ( <i>deductible waived</i> )	30%
<b>Prosthetic Devices</b>		
➤ Coverage for breast prostheses; prosthetic devices to restore a method of speaking; surgical implants; artificial limbs or eyes; & the first pair of contact lenses or eyeglasses when required as a result of eye surgery ( <i>limited to \$2,000/calendar year; no limitation for prostheses following a mastectomy or prosthetic devices following a laryngectomy</i> )	10%	30%
<b>Durable Medical Equipment</b>		
➤ Rental or purchase of DME including hearing aids, dialysis equipment & supplies, & therapeutic shoes & inserts for members with diabetes ( <i>limited to \$2,000/calendar year</i> )	10%	30%
<b>Related Outpatient Medical Services &amp; Supplies</b>		
➤ Ground or air ambulance transportation, services & disposable supplies		20% <sup>1</sup>
➤ Blood transfusions, blood processing & the cost of unreplaced blood & blood products		20% <sup>1</sup>
➤ Autologous blood ( <i>self-donated blood collection, testing, processing &amp; storage for planned surgery</i> )		20% <sup>1</sup>
<b>Emergency Care</b>		
➤ Emergency room services & supplies ( <i>\$100 deductible waived if admitted</i> )	10%	10%
➤ Inpatient hospital services	10%	10% for initial treatment; 30% <sup>2</sup> after initial treatment
➤ Physician services	10%	10%
<b>Mental or Nervous Disorders</b>		
➤ Facility-based care ( <i>preauthorization required; waived for emergency admissions; services limited to \$175/day</i> )	10% <sup>3</sup>	30% <sup>2,3</sup>
➤ Inpatient or outpatient physician visits for psychotherapy & psychological testing or rehabilitative care (i.e., physical occupational or speech therapy) ( <i>limited to \$25/visit</i> )	10% <sup>3</sup>	30% <sup>3</sup>
<b>Substance Abuse</b>		
➤ Facility-based care ( <i>preauthorization required; waived for emergency admissions; services limited to \$175/day &amp; 30 days/calendar year; the 30 days/calendar year limit does not apply to inpatient detoxification</i> )	10%	30% <sup>3</sup>
➤ Inpatient or outpatient physician visits ( <i>limited to \$25/visit, 50 visits/calendar year</i> )	10%	30%

<sup>1</sup>These providers are not represented in the Blue Cross PPO network.

<sup>2</sup>For California facilities, a discount will be applied if the facility has a contract with Blue Cross for fee-for-service business. For California facilities without a contract, covered expense for non-emergency hospital services and supplies is reduced by 25%, resulting in higher costs for members.

<sup>3</sup>These exclusions, copays and benefit maximums do not apply to severe mental disorders, including schizophrenia, schizoaffective disorder, bipolar disorder, major depression, panic disorder, obsessive-compulsive disorder, pervasive developmental disorder or autism, anorexia, bulimia, and serious emotional disturbances of children as defined in California state law (other than primary substance abuse or developmental disorder). Severe mental disorders are subject to the same copays and benefit maximums applicable to other medical conditions for covered services. In order to receive maximum benefits, services must be rendered by a Blue Cross behavioral health provider. Please see the EOC for complete information.

**This Summary of Benefits is a brief review of benefits. Once enrolled, members will receive a Combined Evidence of Coverage and Disclosure Form, which explains the exclusions and limitations, as well as the full range of covered services of the plan, in detail.**

# 51-125 Blue Cross PPO-Prudent Buyer Plan Exclusions and Limitations

**Not Medically Necessary.** Services or supplies that are not medically necessary, as defined.

**Experimental or Investigative.** Any experimental or investigative procedure or medication. However, if member has a life-threatening or seriously debilitating condition and we determine that the requested treatment is not a covered service because it is experimental or investigative, the member may request an independent medical review as described in the Evidence of Coverage (EOC).

**Outside the United States.** Services or supplies furnished and billed by a provider outside the United States, unless such services or supplies are furnished in connection with urgent care or an emergency.

**Crime or Nuclear Energy.** Conditions that result from (1) the member's commission of or attempt to commit a felony; or (2) any release of nuclear energy, whether or not the result of war, when government funds are available for the treatment of illness or injury arising from the release of nuclear energy.

**Not Covered.** Services received before the member's effective date. Services received after the member's coverage ends, except as specified as covered in the EOC.

**Excess Amounts.** Any amounts in excess of covered expense or the lifetime maximum.

**Work-Related.** Work-related conditions if benefits are recovered or can be recovered, either by adjudication, settlement or otherwise, under any workers' compensation, employer's liability law or occupational disease law, whether or not the member claims those benefits. If there is a dispute of substantial uncertainty as to whether benefits may be recovered for those conditions pursuant to workers' compensation, we will provide the benefits of this plan for such conditions, subject to a right of recovery and reimbursement under California Labor Code Section 4903, as specified as covered in the EOC.

**Government Treatment.** Any services the member actually received that were provided by a local, state or federal government agency, except when payment under this plan is expressly required by federal or state law. We will not cover payment for these services if the member is not required to pay for them or they are given to the insured person for free.

**Services of Relatives.** Professional services received from a person living in the member's home or who is related to the member by blood or marriage, except as specified as covered in the EOC.

**Voluntary Payment.** Services for which the member has no legal obligation to pay, or for which no charge would be made in the absence of insurance coverage or other health plan coverage, except services received at a non-governmental charitable research hospital. Such a hospital must meet the following guidelines:

1. it must be internationally known as being devoted mainly to medical research;
2. at least 10% of its yearly budget must be spent on research not directly related to patient care;
3. at least one-third of its gross income must come from donations or grants other than gifts or payments for patient care;
4. it must accept patients who are unable to pay; and
5. two-thirds of its patients must have conditions directly related to the hospital's research.

**Not Specifically Listed.** Services not specifically listed in the plan as covered services.

**Private Contracts.** Services or supplies provided pursuant to a private contract between the member and a provider, for which reimbursement under Medicare program is prohibited, as specified in Section 1802 (42 U.S.C. 1395a) of Title XVIII of the Social Security Act.

**Inpatient Diagnostic Tests.** Inpatient room and board charges in connection with a hospital stay primarily for diagnostic tests which could have been performed safely on an outpatient basis.

**Mental or Nervous Disorders.** Academic or educational testing, counseling, and remediation. Mental or nervous disorders and alcohol or drug dependence, including rehabilitative care in relation to these conditions, except as specified as covered in the EOC.

**Nicotine Use.** Smoking cessation programs or treatment of nicotine or tobacco use. Smoking cessation drugs.

**Orthodontia.** Braces, other orthodontic appliances or orthodontic services.

**Dental Services or Supplies.** Dental plates, bridges, crowns, caps or other dental prostheses, dental services, extraction of teeth, treatment to the teeth or gums, or treatment to or for any disorders of the temporomandibular (jaw) joint, except as specified as covered in the EOC. Cosmetic dental surgery or other dental services for beautification.

**Hearing Aids or Tests.** Hearing aids and routine hearing tests, except as specified as covered in the EOC.

**Optometric Services or Supplies.** Optometric services, eye exercises including orthoptics. Routine eye exams and routine eye refractions, eyeglasses or contact lenses, except as specified as covered in the EOC.

**Outpatient Occupational Therapy.** Outpatient occupational therapy, except by a home health agency, hospice, or infusion therapy provider, except as specified as covered in the EOC.

**Outpatient Speech Therapy.** Outpatient speech therapy, except as specified as covered in the EOC.

**Cosmetic Surgery.** Cosmetic surgery or other services performed solely for beautification or to alter or reshape normal (including aged) structures or tissues of the body to improve appearance. This exclusion does not apply to reconstructive surgery (that is, surgery performed to correct deformities caused by congenital or developmental abnormalities, illness, or injury for the purpose of improving bodily function or symptomatology or to create a normal appearance), including surgery performed to restore symmetry following mastectomy. Cosmetic surgery does not become reconstructive surgery because of psychological or psychiatric reasons.

**Weight Alteration Programs (Inpatient and Outpatient).** Weight loss or weight gain programs including, but not limited to, dietary evaluations and counseling, exercise programs, behavioral modification programs, surgery, laboratory tests, food and food supplements, vitamins and other nutritional supplements associated with weight loss or weight gain, unless it is for the treatment of anorexia nervosa or bulimia nervosa. Surgical treatment for morbid obesity will be covered only when criteria are met as recommended by our Medical Policy.

**Sex Transformation.** Procedures or treatments to change characteristics of the body to those of the opposite sex.

**Sterilization Reversal.**

**Infertility Treatment.** Any services or supplies furnished in connection with the diagnosis and treatment of infertility, including, but not limited to diagnostic tests, medication, surgery, artificial insemination, in vitro fertilization, sterilization reversal and gamete intrafallopian transfer.

**Orthopedic Supplies.** Orthopedic supplies, orthopedic shoes (other than shoes joined to braces), or non-custom molded and cast shoe inserts, except for therapeutic shoes and inserts for the prevention and treatment of diabetes-related foot complications, except as specified as covered in the EOC.

**Air Conditioners.** Air purifiers, air conditioners or humidifiers.

**Custodial Care or Rest Cures.** Inpatient room and board charges in connection with a hospital stay primarily for environmental change or physical therapy. Services provided by a rest home, a home for the aged, a nursing home or any similar facility. Services provided by a skilled nursing facility or custodial care or rest cures, except as specified as covered in the EOC.

**Chronic Pain.** Treatment of chronic pain, except as specified as covered in the EOC.

**Exercise Equipment.** Exercise equipment or any charges for activities, instrumentalities or facilities normally intended or used for developing or maintaining physical fitness including, but not limited to, charges from a physical fitness instructor, or health club or gym, even if ordered by a physician.

**Personal Items.** Any supplies for comfort, hygiene or beautification.

**Education or Counseling.** Educational services or nutritional counseling, except as specifically provided or arranged by us, or as specified as covered in the EOC.

**Food Supplements.** Food or dietary supplements, except as specified as covered in the EOC.

**Telephone and Facsimile Machine Consultations.** Consultations provided by telephone or facsimile machine.

**Routine Exams or Tests.** Routine physical exams or tests which do not directly treat an actual illness, injury or condition, including those required by employment or government authority, except as specified as covered in the EOC.

**Acupuncture.** Acupuncture treatment, as specified as covered in the EOC. Acupressure or massage to control pain, treat illness or promote health by applying pressure to one or more specific areas of the body based on dermatomes or acupuncture points.

**Eye Surgery for Refractive Defects.** Any eye surgery solely or primarily for the purpose of correcting refractive defects of the eye such as nearsightedness (myopia) and/or astigmatism. Contact lenses and eyeglasses required as a result of this surgery.

**Physical Therapy or Physical Medicine.** Services of a physician for physical therapy or physical medicine, except when provided during a covered inpatient confinement or as specified as covered in the EOC.

**Outpatient Prescription Drugs and Medications.** Outpatient prescription drugs or medications and insulin, except as specified as covered in the EOC. Any non-prescription, over-the-counter patent or proprietary drug or medicine. Cosmetics, health or beauty aids.

**Contraceptive Devices.** Contraceptive devices prescribed for birth control except as specified as covered in the EOC.

**Diabetic Supplies.** Prescription and non-prescription diabetic supplies except as specified as covered in the EOC.

**Private Duty Nursing.** Inpatient or outpatient services of a private duty nurse.

**Lifestyle Programs.** Programs to alter one's lifestyle which may include but are not limited to diet, exercise, imagery or nutrition. This exclusion will not apply to cardiac rehabilitation programs approved by us.

**Wigs.**

**Pre-Existing Condition Exclusion** - No payment will be made for services or supplies for the treatment of a pre-existing condition during a period of six months following either (a) member's effective date or (b) the first day of any waiting period required by the group, whichever is earlier. However, this limitation does not apply to a child born to or newly adopted by an enrolled subscriber or spouse, or to conditions of pregnancy. Also, if member was covered under creditable coverage, as outlined in the member's EOC, the time spent under the creditable coverage will be used to satisfy, or partially satisfy, the six-month period.

**Wigs.**

**Third Party Liability** - Blue Cross of California is entitled to reimbursement of benefits paid if the member recovers damages from a legally liable third party.

**Coordination Of Benefits** - The benefits of this plan may be reduced if the member has any other group health, dental, prescription drug or vision coverage so that the services received from all group coverages do not exceed 100% of the covered expense.

## The Power of Blue.<sup>SM</sup>

Blue Cross of California is an Independent Licensee of the Blue Cross Association. The Blue Cross name and symbol are registered service marks of the Blue Cross Association. [www.bluecrossca.com](http://www.bluecrossca.com)

BCC



**COST METHODOLOGY FOR CONTRACT: "WHITTIER SHUTTLE SERVICE"**

FORM LW-8

PROPOSER: Southland Transit, Inc.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							ANNUAL HOURS	HOURLY WAGE RATE	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT			
Driver 1		10.0	5.0	10.0	10.0	10.0	-	45.00	\$ 9.99	\$ 23,143
Driver 2		10.0	10.0	5.0	10.0	5.0	-	40.00	\$ 9.46	\$ 19,480
Driver 3		5.0	10.0	10.0	5.0		10.3	40.25	\$ 9.51	\$ 19,705
Driver 4 (Other Full Time LADPW Drivers)						10.0	10.25	20.25	\$ 9.54	\$ 10,216
Project Manager (Note #1)		1.6	1.6	1.6	1.6	1.6		8.00	\$ 22.00	\$ 9,152
Field Supervision (Note #2)			3.36	3.36	3.36	3.36	3.36	16.80	\$ 12.80	\$ 11,180
Mechanics (Note #3)		1.33	1.33	1.33	1.33	1.33	1.33	8.00	\$ 17.50	\$ 7,280
Service Workers (Note #4)		0.73	0.73	0.73	0.73	0.73	0.73	4.40	\$ 10.02	\$ 2,292
										\$
										\$
<b>Comments/Notes:</b>	<b>Direct Labor Total</b>									
Note 1 - Project Manager is full time, some cost is charged to other projects.	1) Vacations, Sick Leave, Holiday									
Note 2 - Field Supervisor is full time, some cost is charged to other projects.	2) Health Insurance **									
Note 3 - Mechanics are charged proportionally to this project there are nine full time mechanics at the facility.	3) Payroll Taxes & Workers' Compensation									
	4) Welfare and Pension									
Note 4 - Service worker is full time, the amount shown is the proportion charged to this project.	<b>Total Annual Employee Benefits (1+2+3+4)</b>									
	5) Vehicle/Fuel/Equipment Costs									
	6) Service and Supply Costs									
	7) General and Administrative									
	8) Profit									
	9) Any Other Miscellaneous Costs: Facility									
	Insurance									
	Start Up Amortization									
	<b>Total Annual Other Costs (5+6+7+8+9)</b>									
	<b>TOTAL ANNUAL PRICE</b>									
	\$ 254,857									

\* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.  
 \*\* Minimum cost for health insurance is \$1.14/hour if hourly wage rate is between \$8.32 and \$9.46, unless exemption from Living Wage requirements has been granted by the County.



# Creative Bus Sales, Inc.

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## PROPOSAL SOUTHLAND TRANSIT 2005 ELDORADO AEROTECH

For  
Whittier Shuttle  
20 Passenger/2 Wheelchair

### STANDARD CHASSIS FEATURES (FORD E-450/SUPER DUTY)

14,050 LB. GVWR  
6.8L, Gasoline Engine  
Electronic Overdrive Automatic Transmission  
Power Steering  
Power Brakes  
Dual Batteries  
130 AMP Alternator  
Voltmeter  
Front Air Conditioning, Heater And Defroster  
55 Gallon Fuel Tank  
Twin I-Beam Independent Front Suspension  
LT225/75RX16D BSW All Season Radial Tires (6)  
Super Engine Cooling  
Full Instrumentation  
Seat Belt With Shoulder Harness For Driver  
Tinted Glass  
Intermittent Wipers  
Dual Electric Horn  
Inside Hood Release  
Door Courtesy Light Switches  
4.10 Ratio Rear Axle

### STANDARD BODY FEATURES: AEROTECH

Steel Reinforced Composite Body Construction  
Safety Stanchions  
41" X 29" Tinted T-Slide Windows  
Fully Adjustable Track Seating  
Front And Rear Mud Flaps  
Driver's Control Console  
36" Entry Door  
Lighted Stepwell

Page 2

**STANDARD BODY FEATURES: AEROTECH (Continued)**

White Step Nosing  
Interior Courtesy Lights  
Steel Subfloor Structure  
3/4" Exterior Grade Plywood Floor  
RCA Rubber Floor Covering  
Drive Shaft Guard  
Heavy Duty Rear Bumper  
Entry Grab Rails With Modesty Panel  
20" X 60" Rear Exit Window  
Driver's Sunvisor  
Interior / Exterior Driver's Mirror  
Interior Safety Decals  
Number, Color, Function Coded Wiring  
Exterior Light Package

**ADDITIONAL OPTIONS INCLUDED IN PRICING**

- Forward Facing Seating for Twenty (20) Seated Passengers Plus Driver. Seats To Be Fully Upholstered "Freedman" Mid Back. Seats Are a Combination of Fixed and Flip-up and Fold-A-Way. Vinyl or Cloth Upholstered.
- Padded Grab Handles On Seat Backs.
- High Back Drivers Seat With Lumbar Support and Arm Rest.
- ADA Compliant Wheelchair Securements For Two (2) Forward Facing Wheelchair Passengers.
- Ricon or Braun Fully Automatic Wheelchair Lift To Include: Manual Back Up,
- ADA Brake Interlock, Lift Handrails, Lift Lighting, Lift Pad Kit, All ADA
- 67,000 BTU Rear Air Conditioning. Carrier Model 553 Max.
- 35,000 BTU Rear Heater.
- AM / FM / Stereo / Cassette With Public Address System.
- Reverse Alarm.
- Interior Mirror.
- Right And Left Side Entry Grab Rails.
- Ceiling Grab Rail.
- Gray RCA Rubber Flooring. Smooth Under Seats Ribbed In Aisle.
- Front Destination Sign only
- Passenger Pull Cord and Stop Request Sign
- 36" X 80" Electric Entry Door.

Page 3

**ADDITIONAL OPTIONS INCLUDED IN PRICING (Continued)**

- 200 Amp Alternator
- Slide Out Battery Tray
- Drivers Modesty Panel
- One Color White Exterior Body Color.
- Fire Extinguisher, First Aid Kit, Reflector Kit.
- F.O.B. Chino, Ca

**VEHICLE PRICE**

Vehicle Price	\$ 59,558.00
Less Creative Fleet Discount	<1,000.00>
Less Ford Mobility	<1,000.00>
Less Ford Fleet	<2,010.00>
Sales Tax (\$49,702.00) @ 8.25%	4,100.12
Calif. Tire Fee	10.50
DMV Fees, Estimate	1,100.00
<b>Total Price / Each</b>	<b>\$ 60,758.62</b>

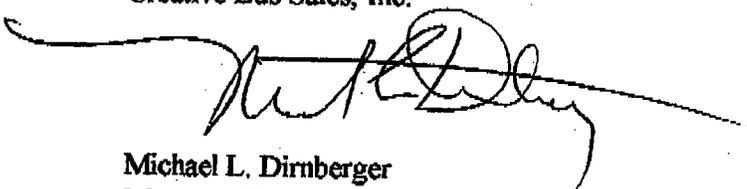
**LEASE OPTION**

Vehicles may be leased for a one (1) year term for \$2,750.00 per vehicle, per month plus applicable sales tax and DMV fees. After one (1) year the vehicles may be returned, re-leased or purchased.

**DELIVERY**

Approximately 30 days after receipt of order

Creative Bus Sales, Inc.



Michael L. Dirnberger  
Manager, Transit Sales

Date: 6/6/05

# MARSH

CERTIFICATE NUMBER  
LOS-000439414-01

**PRODUCER**

Marsh Risk & Insurance Services  
777 South Figueroa Street  
CA License #0437153  
Los Angeles, CA 90017  
Attn: Margaret Hogan - (213) 346 5099

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

**COMPANIES AFFORDING COVERAGE**

COMPANY  
**A** Clarendon National Insurance Company

COMPANY  
**B** Lexington Insurance Company

COMPANY  
**C**

COMPANY  
**D**

629872-GL AL-2004

STI:

**INSURED**

Southland Transit, Inc.  
3650 North Rockwell Avenue  
El Monte, CA 91731

**COVERAGES**

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	XSR00410569	06/21/04	06/21/05	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$
					MED EXP (Any one person) \$
A	AUTOMOBILE LIABILITY	XSR00410569	06/21/04	06/21/05	COMBINED SINGLE LIMIT \$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ 1,000,000
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
B	EXCESS LIABILITY	8851221	06/21/04	06/21/05	EACH OCCURRENCE \$ 9,000,000
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$ 9,000,000
	<input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH ER \$
	<input type="checkbox"/> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$
					EL DISEASE-POLICY LIMIT \$
					EL DISEASE-EACH EMPLOYEE \$
	OTHER				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

Certificate Holder is included as an Additional Insured in accordance with Blanket Additional Insured Endorsement attached to Named Insured's policies.

**CERTIFICATE HOLDER**

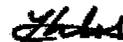
City of El Monte Parks Recreation & Transportation Department  
Attn: Gwynn Stevens  
3629 Cypress Avenue  
El Monte, CA 91731

**WAIVER NOTICE**

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.

BY: John F Wesley



VALID AS OF: 10/06/04

# MARSH

CERTIFICATE NUMBER  
LOS-000487440-04

**PRODUCER**

Marsh Risk & Insurance Services  
License No. 0437153  
777 South Figueroa Street  
Los Angeles, CA 90017  
Attn: Anna M. Martinez - Ph: (213) 346 5653

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

**COMPANIES AFFORDING COVERAGE**

- COMPANY  
**A** TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA
- COMPANY  
**B**
- COMPANY  
**C**
- COMPANY  
**D**

629872-WC-2005

STI:

**INSURED**

SOUTHLAND TRANSIT INC.  
3650 Rockwell Avenue  
El Monte, CA 91731

**COVERAGE**

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	<b>GENERAL LIABILITY</b>				GENERAL AGGREGATE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	\$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
					AGGREGATE	\$
	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE	\$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	TC2JUB-419731-4-05	04/01/05	04/01/06	X WC STATUTORY LIMITS	OTHER
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT	\$ 1,000,000
	OTHER				EL DISEASE-POLICY LIMIT	\$ 1,000,000
					EL DISEASE-EACH EMPLOYEE	\$ 1,000,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**  
Evidence of Insurance Coverage. Policy contains Waiver of Subrogation.

**CERTIFICATE HOLDER**

Los Angeles County  
Metropolitan Transportation Authority  
Attn: Susan M. Dove  
Procurement Department  
Mail Stop 99-9-4  
Los Angeles, CA 90012-2952

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.

BY: Margaret Hogan

*M Hogan*

VALID AS OF: 06/17/05

**Southland Transit, Inc.**  
**Action Plan for Implementation of**  
**Selected Federal Transit Administration**  
**Transit Threat Level Response Recommendations**

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**Company Policy Statement**

The Federal Transit Administration (FTA) has developed a National Transit Response Model that supports the initiatives of the Office of Homeland Security (OHS). In general our community transit operations present a far less attractive terrorist target than do the operations of larger regional carriers with an extensive and visible presence in the transit market. This does not mean, however, that we can ignore the threat and the attached policy has been developed to present a balanced response given the limited resources at our disposal. The most important measure we can take in our systems is to stay alert. Terrorist attacks in our country have made us all more vigilant and this vigilance is critical to keeping our systems safe. Employees should feel free, in fact they should feel duty bound, to report any suspicious activity in our facilities, on our buses and in and around our bus stops.

**Threat Level/Attack/Recovery Systems Approach**

Most of us have already heard of the color coded terrorist threat levels announced by the Department of Homeland security. Federal Transit Authorities have added two colors, Black and Purple, to further define responses for the transit industry when a terrorist attack is in progress and during the post-event recovery of transit services and facilities. Following is a list of all of the color codes.

<u>Color</u>	<u>Condition</u>
Green	Low threat level
Blue	General threat level
Yellow	Elevated threat level
Orange	High threat level
Red	Severe threat level
Black	Actual Attack
Purple	Recovery

The new Black and Purple designations are interpreted as follows.

- Black indicates that an attack is underway against a specific transit agency or within the agency's immediate geographic area. The Black state is entered only when an attack has occurred. Black includes the immediate post-attack time period when the authorities may need us to assist in responding to casualties, with evacuations, or in helping with other tasks directed by the local emergency management authority.
- Purple indicates the recovery of transit service after an attack has occurred. Purple includes restoration of levels of service, routes, and schedules, repairing or reopening facilities, adjustment of staff work schedules and duty assignments, responding to customer inquiries about services, and other activities necessary to restore transit service. The Purple state follows the Black state and may

### **Protective Measures: BLUE**

Guarded Condition (Blue). This condition is declared when there is a general risk of terrorist attacks.

**Measure 10.** Establish liaison with each of our clients to coordinate measures that may be necessary if the Threat Condition increases.

**Measure 11.** Inspect perimeter fencing and repair all fence breakdowns. In addition, review all outstanding maintenance work that could affect the security of facilities.

**Measure 12.** Review all operations plans, personnel details, and logistics requirements that pertain to implementing higher Threat Condition levels.

**Measure 13.** Inspect all CCTV/Video Camera/VCR equipment and intercom systems where applicable to ensure equipment is operational.

**Measure 14.** Review and ensure adequacy of personnel and ID issuance and control procedures.

**Measure 15.** Require each visitor to check in at designated areas within the facility. Be familiar with vendors who service the facility and investigate changes in vendor personnel.

**Measure 16.** Inspect emergency supplies to ensure equipment is in good working order.

**Measure 17.** At regular intervals, remind all personnel to be suspicious and inquisitive about strangers, particularly those carrying suitcases or other containers. Watch for unidentified vehicles on or in the vicinity of facilities. Watch for abandoned parcels or suitcases and any unusual activity.

### **Protective Measures: YELLOW**

Elevated Condition (Yellow). An Elevated Condition is declared when there is a significant risk of terrorist attacks.

**Measure 18.** Coordinate with law enforcement and security officials with an operational need to know of the increased threat. Communicate this information to facility employees who have an operational need to know. Reinforce awareness of responsibilities with employees.

**Measure 19.** Secure all buildings and storage areas not in regular use. Increase frequency of inspection within the facility including the interior of buildings and along the facility perimeter.

**Measure 20.** Reduce the number of access points for vehicles and personnel to minimum levels and periodically spot check the contents of vehicles at the access points. Be alert to vehicles parked for an unusual length of time in or near a facility.

**Measure 21.** Ensure that personnel with access to building plans and area evacuation plans be available at all times.

**Measure 22.** Increase security spot checks of vehicles and persons entering facilities.

**Measure 23.** Increase the frequency of warnings and inform personnel of additional threat information as available. Implement procedures to provide periodic updates on security measures being implemented.

**Measure 24.** Ensure that a company or facility response can be mobilized appropriate for the increased security level. Review communications procedures and back-up plans with all concerned.

**Measure 25.** Review with all facility employees the operations plans, personnel safety, security details, and logistics requirements that pertain to implementing increased security levels. Review notification/recall lists.

**Measure 26.** Confirm availability of security resources that can assist with 24/7 coverage as applicable.

**Measure 27.** Step up routine checks of unattended vehicles, scrutiny of packages and vehicles, and monitor critical facilities and key infrastructure.

**Measure 28.** Limit visitor access to key security areas and confirm that the visitor has a need to be and is expected. All unknown visitors should be escorted while in these areas.

**Measure 29.** Check to ensure all emergency telephone, radio, intercom, and related communication devices are in place and they are operational.

**Measure 30.** Direct all personal, company, and contractor vehicles at the facility are secured by locking the vehicles. Remind Bus drivers to lock vehicles and check vehicles before entering or driving.

**Measure 31.** Interface with vendors and contractors to heighten awareness and report suspicious activity. Post signs or make routine public announcements that emphasize the need for all passengers to closely control baggage and packages to avoid transporting items without their knowledge.

## **Transit Activities: PURPLE**

A Purple condition designates business recovery activities after an attack.

**Measure 53.** In coordination with client develop a Business Recovery Plan.

**Measure 54.** Restore Transit System capabilities.

**Measure 55.** Return to an appropriate preventative level of GREEN thru RED

### **Summary**

There is no practical way to develop a policy that can address or define a response to every possible terrorist threat or attack. The key to our response is effective communication within our management team, with our customer officials, with law enforcement/emergency authorities, and with our employees. We provide a critical public service that will need to be provided despite the threat posed by terrorism.

**May 2005**

**Monthly Invoice and Reports**

**East Los Angeles Paratransit Service**

# INVOICE

Southland Transit, Inc.  
 3650 Rockwell Avenue  
 El Monte, CA 91731

Date: June 8, 2005  
 Invoice #: LAC-ELA-05/05

Bill To: Los Angeles County Dept. of Public Works  
 900 So. Fremont  
 Alhambra, CA 91802

Project: East Los Angeles  
 Paratransit Service

Quantity	Description	Hourly Rate/Mille	Hours/Miles	Amount
1	Dial-a-Ride Service for the month of May 05	\$ 37.45	x 934.16	= \$ 34,984.29
1	Taxi Services	\$ 2.11	0	= \$ -
	Vehicle lease @ \$1.00 per vehicle			= \$ (8.00)
	<b>TOTAL AMOUNT DUE</b>			<b>= \$ 34,976.29</b>

Note: Please see attached report.

Invoice approved by Project Manager \_\_\_\_\_

Southland Transit, Inc.  
L. A. COUNTY DIAL-A-RIDE

EAST LA PARATRANSIT PROJECT

May, 2005

MONTHLY STATISTICAL SUMMARY

TOTAL SYSTEM

	VEH. SER. HRS.	VEH. REV. HRS.	VEH. SER. MILES	VEH. REV. MILES	TOTAL PSGR.	PASS PER SER. HR.	PASS REV. HR.	MI. PER SER. HR.	MI. PER REV. HR.	TOTAL Wheel/Chair	TOTAL No-Show	TOTAL Cancel	TOTAL Passenger Miles
Su	4.75	3.25	36.0	21.0	4.0	0.8	1.2	7.6	11.1				12
Mo	39.84	34.33	531.0	453.0	90.0	2.3	2.6	13.3	15.5		2	2	304
Tu	49.26	41.67	530.0	438.0	109.0	2.2	2.6	10.8	12.7		1	1	402
We	50.25	43.58	598.0	484.0	119.0	2.4	2.7	11.9	13.7		4	4	394
Th	47.09	41.42	556.0	468.0	113.0	2.4	2.7	11.8	13.4		4	2	384
Fr	50.10	42.17	629.0	519.0	135.0	2.7	3.2	12.6	14.9		1	5	491
Sa	16.33	13.58	141.0	115.0	29.0	1.8	2.1	8.6	10.4		1		72
Su	5.83	4.33	66.0	52.0	11.0	1.9	2.5	11.3	15.2		1		47
Mo	38.59	34.17	536.0	463.0	92.0	2.4	2.7	13.9	15.7		4	2	308
Tu	48.67	42.24	588.0	490.0	118.0	2.4	2.8	12.1	13.9		2	1	424
We	48.33	42.21	575.0	493.0	125.0	2.6	3.0	11.9	13.6		3	5	428
Th	51.59	44.15	643.0	533.0	159.0	3.1	3.6	12.5	14.6		7	5	467
Fr	48.50	42.50	540.0	433.0	103.0	2.1	2.4	11.1	12.7		3	3	388
Sa	17.33	13.83	155.0	128.0	33.0	1.9	2.4	8.9	11.2		1		73
Su	5.00	4.00	49.0	35.0	13.0	2.6	3.3	9.8	12.3		2	2	21
Mo	40.09	35.34	548.0	373.0	109.0	2.7	3.1	13.7	15.5		6		367
Tu	44.84	39.17	596.0	514.0	127.0	2.8	3.2	13.3	15.2		1	3	475
We	51.76	45.58	617.0	504.0	125.0	2.4	2.7	11.9	13.5		4	3	492
Th	49.25	43.80	621.0	537.0	133.0	2.7	3.0	12.6	14.2		3	2	567
Fr	48.75	42.75	587.0	500.0	121.0	2.5	2.8	12.0	13.7		4	4	423
Sa	16.50	13.75	132.0	101.0	30.0	1.8	2.2	8.0	9.6				20
Su	4.75	3.67	45.0	30.0	10.0	2.1	2.7	9.5	12.3				444
Mo	37.85	32.46	511.0	421.0	118.0	3.1	3.6	13.5	15.7		4	1	399
Tu	48.59	42.96	600.0	493.0	118.0	2.4	2.7	12.3	14.0		5	1	398
We	47.42	41.50	596.0	501.0	116.0	2.4	2.8	12.6	14.4		3	4	398
Th	48.01	41.83	576.0	475.0	111.0	2.3	2.7	12.0	13.8		3	1	393
Fr	52.71	47.10	644.0	557.0	133.0	2.5	2.8	12.2	13.7		1	1	524
Sa	16.17	14.08	150.0	118.0	30.0	1.9	2.1	9.3	10.7		1	2	88
Su	5.17	4.00	52.0	35.0	13.0	2.5	3.3	10.1	13.0		1	1	18
Mo													
Tu	45.75	38.74	533.0	445.0	96.0	2.1	2.5	11.7	13.8		6	3	333
TOTAL	1,079.07	934.16	12,991.0	10,729.0	2,643	2.6	2.7	12.0	11.5	77	58		9156.0

EAST L. A. COUNTY - DAILY STATISTICAL INFORMATION

May 3, 2005

L-160	R. Delgado	05:00	82370.0	08:20	82378.0	11:40	12:10	17:15	82457.0	18:00	82465.0	1	1	80.0
L-166	L. Hernandez	07:05	95991.0	07:35	95999.0	10:50	11:20	15:05	96062.0	15:30	96067.0	1	1	59.0
L-163	P. Rios	07:10	89448.0	07:45	89454.0	11:45	12:15	13:55	89508.0	15:20	89516.0	1	1	54.0
L-165	J. Zelaya	07:05	110806.0	07:35	110815.0	11:40	12:10	14:40	110888.0	15:30	110890.0	1	1	71.0
L-162	G. Andrade	09:00	75615.0	09:35	75619.0	13:30	14:00	17:20	75706.0	17:50	75713.0	1	1	73.0
L-164	L. Rodriguez	07:50	93593.0	08:30	93603.0	12:15	12:45	15:45	93676.0	16:15	93683.0	1	1	65.0
												109	1	402.0

FAREBOX RECONCILIATION:

ACTUAL =  
PROJECTED =  
VARIANCE =

VEH NUM	DRIVER	VEH. SER. HRS.	VEH. REV. HRS.	VEH. SER. MI.	VEH. REV. MI.	TOT. PASS	PASS PER SER HR.	PASS PER REV HR.	MIL. PER SER HR.	MIL. PER REV HR.
L-160	R. Delgado	9.50	8.42	95.0	78.0	19	2.0	2.3	10.0	11.3
L-166	L. Hernandez	7.92	7.00	76.0	63.0	29	3.7	4.1	9.6	10.9
L-163	P. Rios	7.67	5.67	68.0	54.0	16	2.1	2.8	8.9	12.0
L-165	J. Zelaya	7.92	6.58	103.0	83.0	12	1.5	1.8	13.0	15.7
L-162	G. Andrade	8.33	7.25	98.0	87.0	18	2.2	2.5	11.8	13.5
L-164	L. Rodriguez	7.92	6.75	90.0	73.0	15	1.9	2.2	11.4	13.3
<b>TOTALS</b>		49.26	41.67	530.0	438.0	109	2.2	2.6	10.8	12.7

Sample Daily Report  
Submitted with page for every service day in the month

Southland Transit, Inc.  
 L. A. COUNTY DIAL-A-RIDE EAST LA PARATRANSIT PROJECT

FAREBOX ACCOUNTING

May ,2005

Day	SCRIPT	PASS	Daily Pass. Total	Daily Fare Proj.	Daily Fare Actual	Plus or Minus
Su 1	4		4			
Mo 2	90		90			
Tu 3	109		109			
We 4	119		119			
Th 5	113		113			
Fr 6	135		135			
Sa 7	29		29			
Su 8	11		11			
Mo 9	92		92			
Tu 10	118		118			
We 11	125		125			
Th 12	159		159			
Fr 13	103		103			
Sa 14	33		33			
Su 15	13		13			
Mo 16	109		109			
Tu 17	127		127			
We 18	125		125			
Th 19	133		133			
Fr 20	121		121			
Sa 21	30		30			
Su 22	10		10			
Mo 23	118		118			
Tu 24	118		118			
We 25	116		116			
Th 26	111		111			
Fr 27	133		133			
Sa 28	30		30			
Su 29	13		13			
Mo 30						
Tu 31	96		96			
<b>TOTAL</b>	<b>2,643</b>		<b>2,643</b>			

East L.A. et al Dial-a-Ride Vehicle Consumables for the Month of May 2005

Vehicle 160				Vehicle 161			Vehicle 162			Vehicle 163			Vehicle 164			Vehicle 165			Vehicle 166			Vehicle 167		
Date	Gas	Oil	Trans Fluid	Gas	Oil	Trans Fluid	Gas	Oil	Trans Fluid	Gas	Oil	Trans Fluid	Gas	Oil	Trans Fluid	Gas	Oil	Trans Fluid	Gas	Oil	Trans Fluid	Gas	Oil	Trans Fluid
1							13.4			9.4			14.5			7.7								
2	6.8																		11.5					
3	7.6															7.1								
4	7.3						8.4			13.2			15.1			8.2			11.9					
5	9.1						7.3						7.6			6.8			14.0					
6										15.9														
7	12.3						12.4																	
8																								
9	9.4						15.6																	
10																12.5								
11	15.3						11.3			14.4						8.6			7.1					
12	11.6						10.1			10.0						8.1			15.2	5.0				
13	7.1									14.1						13.5			11.3					
14							10.1																	
15																								
16													5.0											
17	13.9						11.8			8.3	5.0					7.9	5.0		16.4					
18	13.8									10.1														
19							12.4			10.4						13.4			17.0					
20	13.2						11.8									8.6								
21							10.8									10.5								
22																								
23																								
24	10.6						11.2			14.5						8.1			13.1					
25	8.7						7.6			7.8						5.8			18.6					
26																9.0								
27	12.5									14.4						8.4			13.5					
28							12.0			10.0						8.0								
29							8.1																	
30																								
31	7.6												12.9			5.9								
<b>196.8</b>	<b>5.0</b>	<b>0.0</b>	<b>0.0</b>	<b>31.7</b>	<b>0.0</b>	<b>0.0</b>	<b>156.7</b>	<b>5.0</b>	<b>0.0</b>	<b>152.5</b>	<b>5.0</b>	<b>0.0</b>	<b>66.0</b>	<b>5.0</b>	<b>0.0</b>	<b>158.1</b>	<b>5.0</b>	<b>0.0</b>	<b>149.6</b>	<b>5.0</b>	<b>0.0</b>	<b>139.3</b>	<b>139.3</b>	<b>0.0</b>

Gasoline Used: Unleaded, 87%. Gasoline Measured in Gallons.  
 Oil and Transmission Fluid Measured in Quarts.



May-05  
Contract: 72393  
East L.A. et al

Southland Transit, Inc.

**MONTHLY ACCIDENT AND INCIDENT SUMMARY**

DATE	VEHICLE NUMBER	DRIVER	STATUS CODE*	INJURY CODE**	DESCRIPTION	AGENCY	REPORT NUMBER

\*Status Code: A - Accident I - Incident  
\*\*Injury Code: N - Non-Injury IN - Injury F - Fatality

**May 2005**

**Metropolitan Transit Development Board**

**DART/Flex Transportation Service**

## DART/FLEX INVOICE WORKSHEET

**MONTH:** May-05

Invoice No. 57  
 Invoice Date 6/10/2005

**TO:** Metropolitan Transit Development Board  
 1501 National Ave, Ste 100  
 San Diego, CA 92113

**FROM:** Southland Transit, Inc.  
 Attn: Accounting Department  
 3650 Rockwell Ave.  
 El Monte, CA 91731

REFERENCE: MTDB Contract Document No. B0228.0-00

**OPERATING COSTS**

VEHICLE SERVICE HOURS	Revenue Hours	Rate/Hr.	Total
Mini-bus	3,457.28	\$32.59	\$112,672.78
Van	67.50	\$31.91	\$2,153.93
<b>Total</b>	<b>3,524.78</b>		<b>\$114,826.68</b>

OTHER	Description	Rate	Total
	Fuel Adjustment (less State tax)	Apr-05	\$ 15,851.94
	Qtrly bonus productivity DART/RB > 2.8PPH	RB Feb-05	\$0.00
	Qtrly bonus productivity DART > 4.0PPH	SR Feb-05	\$0.00
MONTHLY BONUSES	Bonus for Flex routes 99.90% Trips complete	Apr-05	\$200.00
	Bonus for Dart routes 99.00% On-time (15 min.)	Apr-05	\$200.00
	Bonus for Flex routes 95.00% On-time (10 min.)	Apr-05	\$200.00

**FARES**

CASH FARES RETAINED	\$ 16,120.84
---------------------	--------------

<b>TOTAL INVOICED (Net to Southland Transit)</b>	<b>\$115,157.78</b>
--	---------------------

**SUMMARY**

GROSS OPERATING COSTS (Excluding fuel)		\$115,426.69
FUEL COSTS		\$15,851.94
TOTAL OPERATING COSTS		\$131,278.62
FARES RETAINED (Cash fares and double fares)		(\$16,120.84)
<b>TOTAL AMOUNT DUE (Net Subsidy)</b>		<b>\$115,157.78</b>
NET OPERATING COSTS (Excluding fuel)	3-0115-0800-CS01	\$99,305.84
TOTAL FUEL COSTS	3-0115-0800-CS03	\$15,851.94
<b>TOTAL AMOUNT DUE (Net to Southland Transit)</b>		<b>\$115,157.78</b>

I HEREBY CERTIFY THAT THE ABOVE CHARGES ARE FAIR AND REASONABLE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE REFERENCED AGREEMENT.

NAME Jesse M. Givens  
 SIGNATURE \_\_\_\_\_

TITLE: Manager  
 DATE 6/8/2005

**B-11 STATISTICAL REPORT: DART**  
**FISCAL YEAR 2005**

QUARTER: \_\_\_\_\_

MONTH: Apr-05 May-05 June-05

QTR. TOTAL

**DATA CATEGORY**

	DART	DART	DART	DART
<b>1. Total Revenue Miles</b>	4,216.0	4,211.0	0.0	8,427.0
a. Weekday	4,416.0	4,211.0	0.0	8,627.0
b. Saturday				
c. Sunday				
<b>2. Total Miles</b>	7,442.0	7,177.0	0.0	14,619.0
a. Weekday	7,442.0	7,177.0	0.0	14,619.0
b. Saturday				
c. Sunday				
<b>3. Revenue Hours</b>	325.0	325.5	0.0	650.5
a. Weekday	325.0	325.5	0.0	650.5
b. Saturday				
c. Sunday				
<b>4. Total Hours</b>	211.2	211.2	0.0	422.4
a. Weekday	431.20	435.3	0.0	866.5
b. Saturday				
c. Sunday				
<b>5. Total Passengers</b>	1,131	1,098	0	2,229
a. Weekday	1,131	1,098	0	2,229
b. Saturday				
c. Sunday				
<b>6. Operating Cost (incl. fuel)</b>	\$ 12,350.48	\$ 13,058.67	\$ -	\$ 25,409.15
<b>7. Cash Fare Revenue</b>	\$987.70	\$1,000.65	\$0.00	\$1,988.35
<b>8. Transfers</b>	36	43	0	79
<b>9. Road Calls</b>	3	1	0	4
a. Mechanical Road Calls	3	1	0	4
1 Major System Failure	3	1	0	4
2 Minor System Failure	0	0	0	0
b. Non-Mechanical Road Calls	0	0	0	0
<b>10. Pers. Inj. Accidents</b>	0	0	0	0
<b>11. Property Damage Acc.</b>	0	0	0	0
<b>12. PI &amp; PD Accidents</b>	0	0	0	0
<b>13. Total Complaints</b>	0	0	0	0
a. Contractor	0	0	0	0
b. MTDS	0	0	0	0
<b>14. Total Employees (FTE)</b>	3	3	3	9
a. Operators (FTE)	3	3	3	9
1. Hired	0	0	0	0
2. Separated	0	0	0	0
b. Maintenance (FTE)	0	0	0	0
1. Hired	0	0	0	0
2. Separated	0	0	0	0
c. Admin/Mgmt (FTE)	0	0	0	0
1. Hired	0	0	0	0
2. Separated	0	0	0	0
<b>15. Total Vehicles</b>	3	3	3	9
a. Total Lift Vehicles	2	2	2	6
1. Lift Veh/Pk Svc	2	2	2	6
b. Total Non-Lift Vehicles	1	1	1	3
1. Non-Lift Veh/Pk Svc	0	0	0	0
<b>16. Missed Trips</b>	0	0	0	0
<b>17. Total Trips (performed)</b>	1,131	1,098	0	2,229
<b>18. Passenger Miles</b>	4,183.00	5,098.00	0.00	9,281.00
<b>19. Dev. Time Sample</b>	24	22	0	46
a. (5) or earlier	24	230	0	254
b. (5)-10 Minutes	42	14	0	56
c. 11-15 Minutes	3	0	0	3
d. 16-20 Minutes	2	0	0	2
e. 21-30 Minutes	1	0	0	1
f. >30 Minutes	2	0	0	2
<b>20. Late Cancellations</b>	40	74	0	114
<b>21. No-Shows</b>	107	149	0	256
<b>22. Denials</b>	0	0	0	0
<b>23. Total Gasoline Gallons*</b>	708.0	993.00	0.0	1,701.0
<b>24. Total Diesel Gallons*</b>	218.0	159.10	0.0	377.1
<b>25. Total CNG Therms*</b>				
<b>26. Total Section 5307</b>	\$1,387.50	\$1,387.50	\$1,387.50	\$4,162.50
a. Facility Lease Cost	\$1,387.50	\$1,387.50	\$1,387.50	\$4,162.50
<b>27. Average Ride Time</b>	0:00	0:00	0:00	0:00
<b>28. Calls Answered</b>	853.00	878	0	1,731
a. Average Wait Time	0:08	0:10	2:52	0:08
b. Max. Wait Time	2:50:00	0:17	1:44	2:50:00
c. Average Call Length	2:30	1:45	1:12	2:30
<b>29. Calls Abandoned</b>	0	4.00	7	11
a. Average Wait Time	0:00:00	1.00	1:22	0:00:00
b. Max. Wait Time	0:00	2.00	1:44	0:00
<b>30. Drug Tests Conducted</b>	0	0	0	0
a. Pos. Marijuana Metab.	0	0	0	0
b. Pos. Cocaine Metab.	0	0	0	0
c. Pos. Phencyclidine	0	0	0	0
d. Pos. Opiates	0	0	0	0
e. Pos. Amphetamines	0	0	0	0
<b>31. Alcohol Tests Conducted</b>	0	0	0	0
a. BAL < .0200%	0	0	0	0
b. BAL .0200%-.0399%	0	0	0	0
c. BAL .0400%+	0	0	0	0

\*Revenue Vehicles Only

NAME Jesse M. Ovens TITLE Manager  
 NATURE \_\_\_\_\_ DATE 6/8/2005

**B-10 STATISTICAL REPORT: MTDB ROUTES 961-965**  
**FISCAL YEAR 2006**

**QUARTER: FIRST**

MONTH:	April 05	May 05	June 05	QTR. TOTAL
DATA CATEGORY	961-965	961-965	961-965	961-965
<b>1. Total Revenue Miles</b>	32,458.2	32,458.2	0.0	64,916.4
a. Weekday	31,844.0	31,844.0	0.0	63,688.0
b. Saturday	1,221.0	1,221.0	0.0	2,442.0
c. Sunday				
<b>2. Total Miles</b>	37,202.0	37,202.0	0.0	74,404.0
a. Weekday	35,796.0	35,796.0	0.0	71,592.0
b. Saturday	1,456.0	1,456.0	0.0	2,912.0
c. Sunday				
<b>3. Revenue Hours</b>	3,184.2	3,184.2	0.0	6,368.4
a. Weekday	3,064.62	3,069.29	0.0	6,133.91
b. Saturday	110.0	110.0	0.0	220.0
c. Sunday				
<b>4. Total Hours</b>	3,730.4	3,424.8	0.0	7,155.2
a. Weekday	3,306.6	3,313.28	0.0	6,619.88
b. Saturday	3,429.8	121.21	0.0	3,551.01
c. Sunday				
<b>5. Total Passengers</b>	46,122.0	46,122.0	0.0	92,244.0
a. Weekday	46,482.00	46,511.00	0.0	92,993.00
b. Saturday	1,632	1,632	0	3,264
c. Sunday				
<b>6. Operating Cost (incl. fuel)</b>	\$104,072.41	\$101,300.90	\$0.00	\$205,373.31
<b>7. Cash Fare Revenue</b>	\$18,112.65	\$18,120.84	\$0.00	\$36,233.49
<b>8. Transfers</b>	6055	6,220	0	12,275
<b>9. Road Calls</b>	19	10	0	29
a. Mechanical Road Calls	11	10	0	21
1 Major System Failure	11	10	0	21
2 Minor System Failure	0	0	0	0
b. Non-Mechanical Road Calls	0	0	0	0
<b>10. Pers. Inj. Accidents</b>	1	0	0	1
<b>11. Property Damage Acc.</b>	1	0	0	1
<b>12. PI &amp; PD Accidents</b>	2	0	0	2
<b>13. Total Complaints</b>	0	0	0	0
a. Contractor	2	0	0	2
b. MTDB				
<b>14. Total Employees (FTE)</b>	42	42	0	84
a. Operators (FTE)	30	30	0	60
1. Hired	1	0	0	1
2. Separated	0	0	0	0
b. Maintenance (FTE)	3.5	3.5	0	7.0
1. Hired	1.5	0	0	1.5
2. Separated	1	0	0	1
c. Admin/Mgmt (FTE)	8.5	8.5	0.0	17.0
1. Hired	0	0	0	0
2. Separated	0	0	0	0
<b>15. Total Vehicles*</b>	13	13	13	39
a. Total Lift Vehicles*	13	13	13	39
1. Lift Veh/Pk Svc*	10	10	10	30
b. Total Non-Lift Vehicles*	0	0	0	0
1. Non-Lift Veh/Pk Svc*	0	0	0	0
<b>16. Missed Trips</b>	7	0.60	0	7.60
<b>17. Total Trips (performed)</b>	4,928	4,934.34	0	9,862.34
<b>18. Total Gasoline Gallons*</b>	0.0	0.00	0.0	0.0
<b>19. Total Diesel Gallons*</b>	6,785.0	6,518.39	0.0	13,303.39
<b>20. Total CNG Therms*</b>				
<b>21. Total Section 5307</b>	\$8,012.00	\$8,012.00	\$8,012.00	\$24,036.00
a. Facility Lease Cost	\$8,012.00	\$8,012.00	\$8,012.00	\$24,036.00
<b>22. Drug Tests Conducted</b>	1	1	0	2
a. Pos. Marijuana Metab.	0	0	0	0
b. Pos. Cocaine Metab.	0	0	0	0
c. Pos. Phencyclidine	0	0	0	0
d. Pos. Opiates	0	0	0	0
e. Pos. Amphetamines	0	0	0	0
<b>23. Alcohol Tests Conducted</b>	0	0	0	0
a. BAL <.0200%	0	0	0	0
b. BAL .0200%-.0399%	0	0	0	0
c. BAL .0400%+	0	0	0	0
<b>24. Driver Costs</b>	\$ 44,478.00	\$ 47,616.00	\$ -	\$ 92,094.00
<b>25. Expanded Pay Hours</b>	4820	5111	0	9931

\*Revenue Vehicles Only

NAME \_\_\_\_\_ TITLE: Manager  
 SIGNATURE \_\_\_\_\_ DATE: 6/8/2005









<b>SR 5/18/2005</b>	
Dev. Time Sample	
a. (5) or earlier	31
b. (5)-10 Minutes	
c. 11-15 Minutes	
d. 16-20 Minutes	
e. 21-30 Minutes	
f. >30 Minutes	
Total time samples for the day 31	

<b>SR 5/16/2005</b>	
Dev. Time Sample	
a. (5) or earlier	31
b. (5)-10 Minutes	2
c. 11-15 Minutes	
d. 16-20 Minutes	
e. 21-30 Minutes	
f. >30 Minutes	
Total time samples for the day 33	

<b>Scrpps Ranch</b>	
Samples	
Dev. Time Sample	
a. (5) or earlier	131
b. (5)-10 Minutes	12
c. 11-15 Minutes	
d. 16-20 Minutes	
e. 21-30 Minutes	
f. >30 Minutes	

<b>SR 5/17/2005</b>	
Dev. Time Sample	
a. (5) or earlier	35
b. (5)-10 Minutes	2
c. 11-15 Minutes	
d. 16-20 Minutes	
e. 21-30 Minutes	
f. >30 Minutes	
Total time samples for the day 37	

<b>SR 5/19/2005</b>	
Dev. Time Sample	
a. (5) or earlier	17
b. (5)-10 Minutes	
c. 11-15 Minutes	
d. 16-20 Minutes	
e. 21-30 Minutes	
f. >30 Minutes	
Total time samples for the day 17	

<b>SR 5/20/2005</b>	
Dev. Time Sample	
a. (5) or earlier	44
b. (5)-10 Minutes	
c. 11-15 Minutes	
d. 16-20 Minutes	
e. 21-30 Minutes	
f. >30 Minutes	
Total time samples for the day 44	

<b>SR 5/2/2005</b>	
Dev. Time Sample	
a. (5) or earlier	23
b. (5)-10 Minutes	5
c. 11-15 Minutes	
d. 16-20 Minutes	
e. 21-30 Minutes	
f. >30 Minutes	
Total time samples for the day 28	

<b>SR 5/3/2005</b>	
Dev. Time Sample	
a. (5) or earlier	12
b. (5)-10 Minutes	3
c. 11-15 Minutes	
d. 16-20 Minutes	
e. 21-30 Minutes	
f. >30 Minutes	
Total time samples for the day 15	

Total diviated time samples on SR for May 2005 = 205

<b>RB 5/18/2005</b>	
Dev. Time Sample	
a. (5) or earlier	18
b. (5)-10 Minutes	2
c. 11-15 Minutes	
d. 16-20 Minutes	
e. 21-30 Minutes	
f. >30 Minutes	
Total time samples for the day 20	

<b>RB 5/16/2005</b>	
Dev. Time Sample	
a. (5) or earlier	20
b. (5)-10 Minutes	
c. 11-15 Minutes	
d. 16-20 Minutes	
e. 21-30 Minutes	
f. >30 Minutes	
Total time samples for the day 20	

<b>Rancho Bernardo</b>	
Samples	
Dev. Time Sample	
a. (5) or earlier	99
b. (5)-10 Minutes	2
c. 11-15 Minutes	
d. 16-20 Minutes	
e. 21-30 Minutes	
f. >30 Minutes	

<b>RB 5/17/2005</b>	
Dev. Time Sample	
a. (5) or earlier	10
b. (5)-10 Minutes	
c. 11-15 Minutes	
d. 16-20 Minutes	
e. 21-30 Minutes	
f. >30 Minutes	
Total time samples for the day 10	

<b>RB 5/19/2005</b>	
Dev. Time Sample	
a. (5) or earlier	18
b. (5)-10 Minutes	
c. 11-15 Minutes	
d. 16-20 Minutes	
e. 21-30 Minutes	
f. >30 Minutes	
Total time samples for the day 18	

<b>RB 5/20/2005</b>	
Dev. Time Sample	
a. (5) or earlier	13
b. (5)-10 Minutes	
c. 11-15 Minutes	
d. 16-20 Minutes	
e. 21-30 Minutes	
f. >30 Minutes	
Total time samples for the day 13	

<b>RB 5/3/2005</b>	
Dev. Time Sample	
a. (5) or earlier	20
b. (5)-10 Minutes	
c. 11-15 Minutes	
d. 16-20 Minutes	
e. 21-30 Minutes	
f. >30 Minutes	
Total time samples for the day 20	

NAME Jesse M. Glens TITLE Manager

SIGNATURE \_\_\_\_\_ DATE 6/10/2005

# Southland Transit, Inc.

## FLEET PMI SCHEDULER

TODAY'S DATE

5/5/2005 +

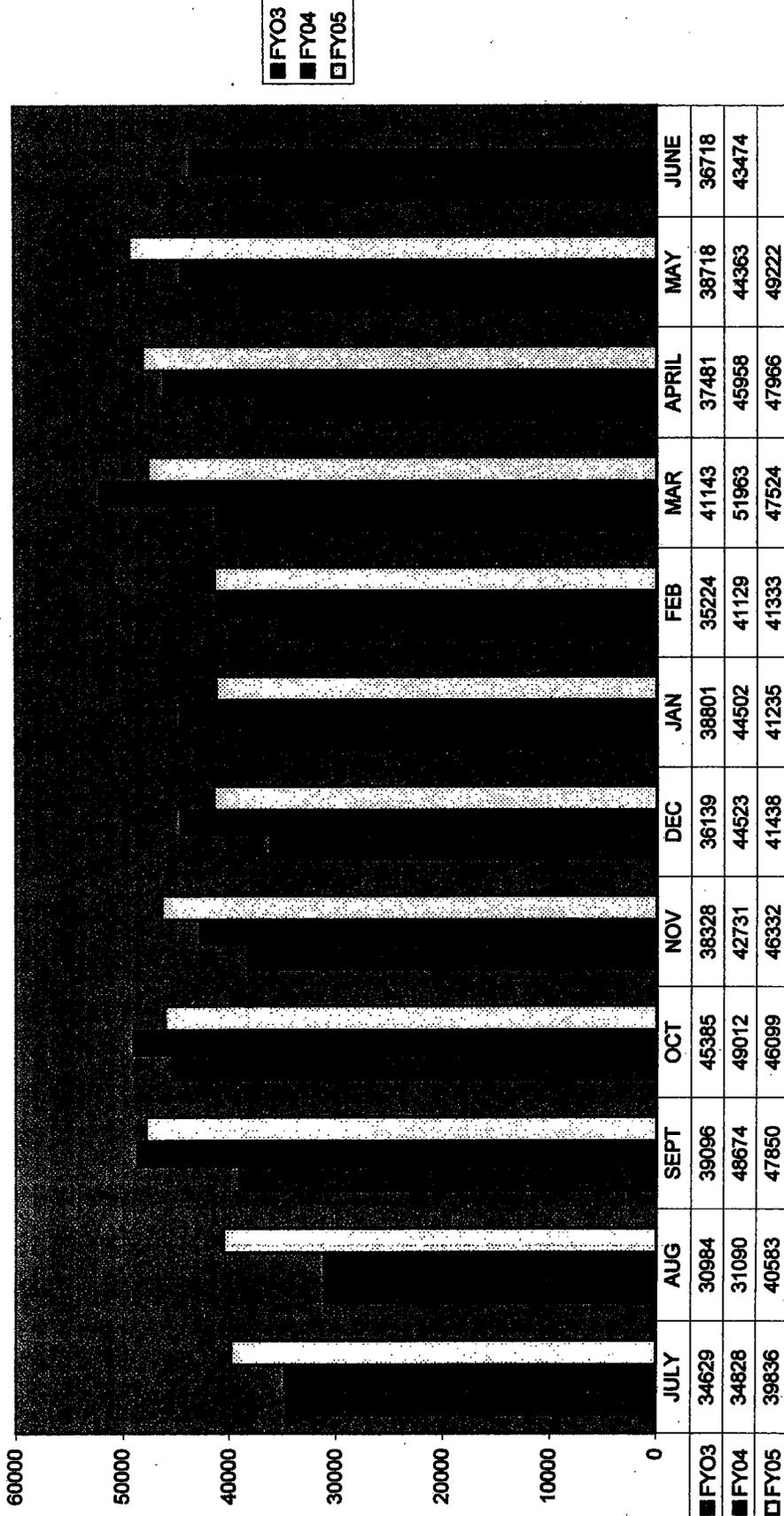
Signature

Information in [shaded] cells is input by Administration  
 Information in [dotted] cells is input by Maintenance  
 |All other cells have formulas and are protected

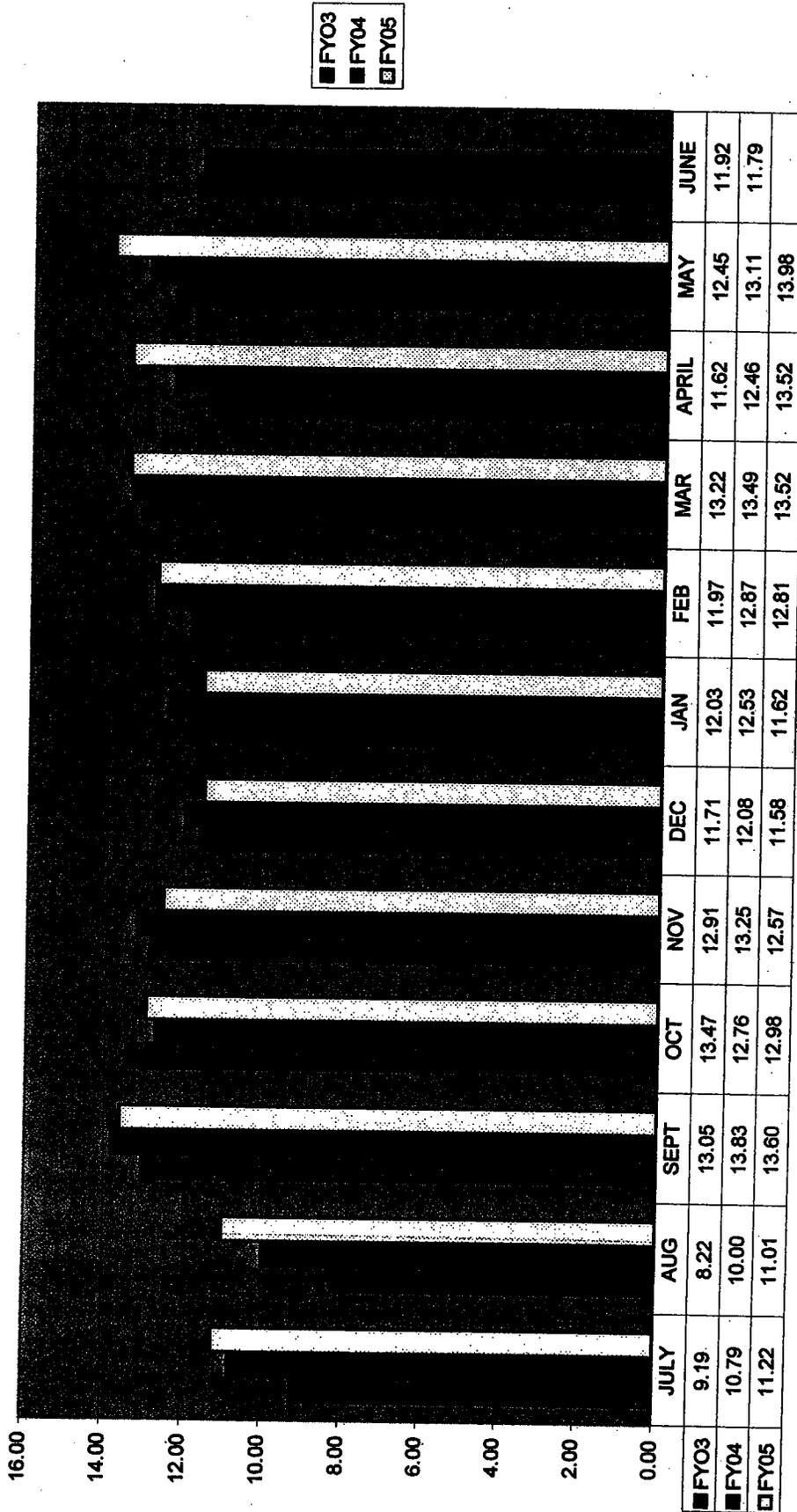
#VALUE!

VEH NO.	VEH TYPE	LAST PMI DATE	LAST PMI MILEAGE	NEXT PMI DATE	NEXT PMI MILEAGE	PMI DAYS REMAIN	LAST PMI #	LAST PMI TYPE	PMI TYPE DUE
3102		4/4/2005	103,512	5/19/2005	107,846	14	37	B	A
3122		4/16/2005	161,863	5/31/2005	174,033	26	59	A	B
3124		4/13/2005	167,654	5/24/2005	161,201	30	57	A	D
3126		5/7/2005	138,201	5/28/2005	169,146	23	55	B	C
3128		4/16/2005	163,261	6/17/2005	167,219	12	51	A	A
3131		4/13/2005	169,146	6/12/2005	121,709	38	55	A	B
3133		5/4/2005	169,146	5/30/2005	121,568	25	54	D	A
3161		4/15/2005	169,146	5/30/2005	57,007	25	57	A	C

**Monthly Ridership**



Performance Measure - Passengers Per Revenue Hour



Award information has not been added at this time.

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### Bid Information

**Bid Number :** PW-ASD 251  
**Bid Title :** WHITTIER SHUTTLE SERVICE  
**Bid Type :** Service  
**Department :** Public Works  
**Commodity :** BUS, TRANSIT (COACH) DOUBLE DOOR  
**Open Date :** 5/3/2005  
**Closing Date :** 6/6/2005 5:30 PM  
**Notice of Intent to Award :** [View Detail](#)  
**Bid Amount :** \$ 460,000  
**Bid Download :** Not Available  
**Bid Description :** NOTICE IS HEREBY GIVEN that the County of Los Angeles Department of Public Works is interested in contracting for "Whittier Shuttle Service." The annual cost of this service is estimated to be \$460,000.

A Proposers' Conference will be held on Thursday, May 19, 2005, at 2 p.m., at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room C. This facility is compliant with the requirements of the Americans with Disabilities Act (ADA). ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE IS MANDATORY. Public Works will reject proposals from those who do not attend this conference.

Proposers are encouraged to be prepared to ask questions concerning this Request for Proposals' (RFP) and contract requirements, specifications, terms, and conditions. Upon conclusion of the Proposers' Conference, Public Works will provide further clarifications, modifications, and/or answers concerning this solicitation only through written addenda to all who attended the conference and only if time permits.

Minimum Requirement(s): Proposer, proposed Project Manager, and proposed Maintenance Manager must have at least three years experience in the provision of fixed-route service with a fleet size of 2 to 20 vehicles. Also, the proposed Maintenance Manager must be Automotive Service Excellence certified Medium/Heavy-duty Truck Series or School Bus Services Master Technician, and must have at least five years experience maintaining a similar fleet of transit vehicles, including two years supervising maintenance activities on a similar fleet of transit vehicles.

The deadline to submit proposals is Monday, June 6, 2005, at 5:30 p.m. Proposals must be submitted to Public Works Cashier at the above address. To ensure proper identification of your proposal, submit it in a sealed package with your company's name and address and the name of this project clearly shown on the outside of the package.

Please direct your questions to Ms. Angelica Maldonado at (626) 458-4080, Monday through Thursday, 7 a.m. to 5 p.m.

If not enclosed with this notice, the RFP with specifications, terms, conditions, requirements, instructions for preparing and submitting proposals, and forms may be obtained at no charge from the Public Works Cashier at the above address, Monday through Thursday, 7 a.m. to 5:30 p.m. To have it mailed, contact Ms. Maldonado at (626) 458-4080, or at [amaldona@ladpw.org](mailto:amaldona@ladpw.org).

With notice of a request at least four business days before the Conference, we will make every reasonable effort to provide contract information in alternate formats and/or make other accommodations for people with disabilities. To request accommodations or obtain ADA information, please contact our ADA Coordinator at (626) 458 4081 or TDD at (626) 282-7829, Monday through Thursday, 7 a.m. to 5:30 p.m.

**Contact Name :** ANGELICA MALDONADO  
**Contact Phone# :** (626) 458-4080  
**Contact Email :** [amaldona@ladpw.org](mailto:amaldona@ladpw.org)  
**Last Changed On :** 5/5/2005 4:05:45 PM

[Back to Last Window](#)

[Back to Award Main](#)

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

All proposers responding to this solicitation must return this form for proper consideration of the proposal.

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

FIRM NAME: SOUTHLAND TRANSIT, Inc.	
<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action
<input type="checkbox"/> I AM	compliance as of the date of this proposal/bids submission.
As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	

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

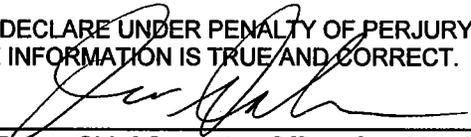
BUSINESS STRUCTURE		CORPORATION				
TOTAL NUMBER OF EMPLOYEES (INCLUDING OWNERS)		665				
RACE/ETHNIC COMPOSITION OF FIRM. PLEASE DISTRIBUTE THE ABOVE TOTAL # INTO FOLLOWING CATEGORIES.						
RACE/ETHNIC COMPOSITION	OWNERS/PARTNERS/ ASSOCIATE PARTNERS		MANAGERS		STAFF	
	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
Black/African American			4	2	33	32
Hispanic/Latino			5	2	222	145
Asian or Pacific Islander			1	1	40	4
American Indian					2	2
Filipino					5	0
White	1		9	3	109	43

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

	BLACK/AFRICAN AMERICAN	HISPANIC LATINO	ASIAN PACIFIC ISLANDER	AMERICAN INDIAN	FILIPINO	WHITE
Men						100%
Women						

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS ENTERPRISES**  
Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veterans business enterprises by a public agency? **NOT APPLICABLE**  
(If yes, complete the following and attach a copy of your notice of certification.)

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

SIGNED:   
David Daley, Chief Operation Officer Southland Transit

Date: 6/20/05

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

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

FIRM NAME: Empire Enterprises, Inc.

My County (WebVen) Vendor Number:

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

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

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

Business Structure:	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): 114						
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			1	1	19	15
Hispanic/Latino	2	2	3	2	35	24
Asian or Pacific Islander					4	1
American Indian						
Filipino					2	
White					3	

**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	%	87 %	%	%	%	%
Women	%	13 %	%	%	%	%

**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
City of Los Angeles	X				04/2008
WMBE Clearinghouse	X				10/24/2006

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

Authorized Signature: 	Title: V.P. of Operations	Date: 06/20/05
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**County of Los Angeles  
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and  
SBE Firm/Organization Information Form**

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

FIRM NAME: MV TRANSPORTATION

My County (WebVen) Vendor Number: 11124801

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

I AM NOT A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.

I AM

As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

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

**Business Structure:**  Sole  Partnership  Corporation  Nonprofit  Franchise

Other (Please Specify):

**Total Number of Employees (including owners):** 8,391

**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		1	43	25	1607	1524
Hispanic/Latino			25	7	897	577
Asian or Pacific Islander			8	1	347	74
American Indian			0	1	24	24
(Filipino Grouped with Asian or Pacific Islander) Unknown			26	10	427	338
White	1		133	46	1396	829

**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	%	%	%	%	%	10 %
Women	90 %	%	%	%	%	%

**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
N/A					

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

Authorized Signature: KEITH WHALEN Title: EXECUTIVE VICE PRESIDENT Date: JUNE 14, 2005

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

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

FIRM NAME: **Parking Concepts, Inc. dba Transportation Concepts**

My County (WebVen) Vendor Number:

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

I AM NOT A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.  
 I AM

As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

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

Business Structure:  Sole  Partnership  Corporation  Nonprofit  Franchise

Other (Please Specify):

Total Number of Employees (including owners): **1424**

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			1	4	88	96
Hispanic/Latino			26	3	444	263
Asian or Pacific Islander			8	1	157	30
American Indian			1	0	2	2
Filipino			-	-	-	-
White	1		20	4	197	76

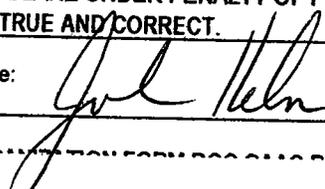
**III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	6.25 %	33.01 %	11.59 %	.02 %	- %	15.31 %
Women	7.02 %	18.68 %	2.17 %	.14 %	- %	5.62 %

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

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

Authorized Signature:  Title: **Vice President** Date: **JUNE 16, 2005**