



MARK PESTRELLA, Director

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

"To Enrich Lives Through Effective and Caring Service"

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ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE

September 05, 2017

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

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

33 September 5, 2017

LORI GLASGOW
EXECUTIVE OFFICER

**SERVICES CONTRACT
TRANSPORTATION CORE SERVICE AREA
AWARD OF SERVICES CONTRACT FOR
TOPANGA CANYON BEACH SHUTTLE SERVICE
IN THE UNINCORPORATED COMMUNITY OF TOPANGA CANYON
(SUPERVISORIAL DISTRICT 3)
(3 VOTES)**

SUBJECT

This action is to award a service contract for Topanga Canyon full-time, year-round beach shuttle service in the unincorporated community of Topanga Canyon.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work is statutorily exempt from the provisions of the California Environmental Quality Act.
2. Find that this service can be more economically performed by an independent contractor than by County employees.
3. Award the contract for Topanga Canyon full-time, year-round beach shuttle service to Transit Systems Unlimited, Inc., located in Sun Valley, California, and direct the Chairman to execute the contract. This contract will be for a period of 1 year commencing on September 5, 2017, or upon the Board's approval, whichever occurs last, with three 1-year renewal options, and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months. The sum for the initial term is \$193,940; the sum for the first optional term is \$202,158; the sum for the second optional term is \$210,373; the sum for the third and last optional term is \$218,588; and the total

potential sum for the month-to-month option to extend for up to an additional 6 months is for \$109,294; for a maximum potential contract sum of \$934,353, which includes vehicle parking fees and graphics for the contractor-provided service vehicles in accordance with the contract. However, during the first contract year, Public Works will evaluate the possibility of using social enterprises certified by the Department of Consumer and Business Affairs as well as those on the Master Agreement of Social Enterprise prepared by the Department of Workforce Development, Aging and Community Services. In addition, as part of Public Works' Workforce Reinvestment Plan, Public Works will evaluate the possibility of hiring County employees to perform this service.

4. Authorize the Director of Public Works or his designee to renew this contract for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, Transit Systems Unlimited, Inc., has successfully performed during the previous contract period and the service is still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works or his designee, it is in the best interest of the County to do so.

5. Authorize the Director of Public Works or his designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to award a contract for Topanga Canyon Beach Shuttle Service to provide fixed-route transit service on a year-round basis in the unincorporated community of Topanga Canyon.

Implementation of Strategic Plan Goals

The County Strategic Plan directs the provisions of Strategy II.2, Support the Wellness of our Communities and Objective II.2.4, Promote Active and Healthy Lifestyles. The recommended action allows the contractor to provide transit service for the elderly and persons with disabilities to access recreational, shopping, medical, and business opportunities.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The maximum potential contract sum is \$934,353 for the maximum contract period of 54 months plus 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract. The total potential maximum contract sum includes vehicle parking fees and graphics for the contractor-provided service vehicles, in accordance with the contract.

These amounts are based on Public Works' estimated annual utilization of the contractor's service at the prices quoted by the contractor. The terms and sums for each term of the maximum contract period are as follows:

The sum for the initial term is \$193,940.

The sum for the first option term is \$202,158.

The sum for the second option term is \$210,373.

The sum for the third and final option term is \$218,588.

The sum for the month-to-month option to extend, up to 6 months is \$109,294.

Funding for this service is included in the Third Supervisorial District's Proposition A Local Return Transit Programs and included in the Transit Enterprise Fund Fiscal Year 2017-18 Budget. Funds to finance the contract's option years and additional funding for 10 percent contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor is Transit Systems Unlimited, Inc., located in Sun Valley, California. This contract will commence on September 5, 2017, or upon the Board's approval, whichever occurs last, for a period of 1 year. With the Board's delegated authority, the Director of Public Works or his designee may renew the contract for three additional 1-year renewal options, and a month-to-month extension up to 6 months for a maximum potential total contract term of 54 months.

The contract has been executed by Transit Systems Unlimited, Inc., and approved as to form by County Counsel (Enclosure A). The recommended contract was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements.

A standard service contract has been used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure C reflects the contractor's minority participation. Data regarding the proposer's minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

Pursuant to the applicable Memorandum of Understanding, on April 19, 2017, the Request for Proposals (RFP) for the contracted service was submitted to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

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

Using methodology approved by the Auditor-Controller, the Proposition A cost analysis indicates that the recommended contracted service can be performed more economically by the private sector. The RFP requires the contractor provide service vehicles so this contract may not be conducive to social enterprises. However, during the first contract year, Public Works will evaluate the possibility of using social enterprises certified by the Department of Consumer and Business Affairs as well as those on the Master Agreement of Social Enterprise prepared by the Department of Workforce Development, Aging and Community Services. In addition, as part of Public Works' Workforce Reinvestment Plan, Public Works will evaluate the possibility of hiring County employees to perform this service.

This Proposition A contract does not allow for Cost-of-Living Adjustments for the optional renewal periods.

ENVIRONMENTAL DOCUMENTATION

This service is statutorily exempt from the provisions of the California Environmental Quality Act, pursuant to Section 21080 (b) (10) of the Public Resources Code. This exemption provides for the implementation of passenger or commuter transit services.

CONTRACTING PROCESS

On May 10, 2017, a notice of the RFP was placed on the County's "Doing Business With Us" website (Enclosure B), Public Works' "Business Opportunities" website, Twitter, and advertisements were placed in the Los Angeles Sentinel, La Opinion, and the L.A. Daily Journal publications. In addition, Public Works informed 1,366 Local Small Business Enterprises, 138 independent contractors, and community business enterprises about this business opportunity.

On June 5, 2017, Public Works received one proposal for the Topanga Canyon Beach Shuttle Service contract. The proposal was reviewed to ensure that all minimum requirements in the RFP were met. The evaluation was based on criteria detailed in the RFP, including experience, work plan, equipment, financial resources, references, and demonstrated controls over labor/payroll recordkeeping. The committee utilized the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the apparent responsive and responsible proposer, Transit Systems Unlimited, Inc., located in Sun Valley, California. Public Works believes the contractor's price to be reasonable for the service requested.

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of Labor Law violations, and prior performance on County contracts.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees as this service is presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this Board letter along with the Contractor Execute and Department Conform originals of the contract to the Department of Public Works, Business Relations and Contracts Division. The original Board Execute copy should be retained for your files.

Respectfully submitted,



MARK PESTRELLA

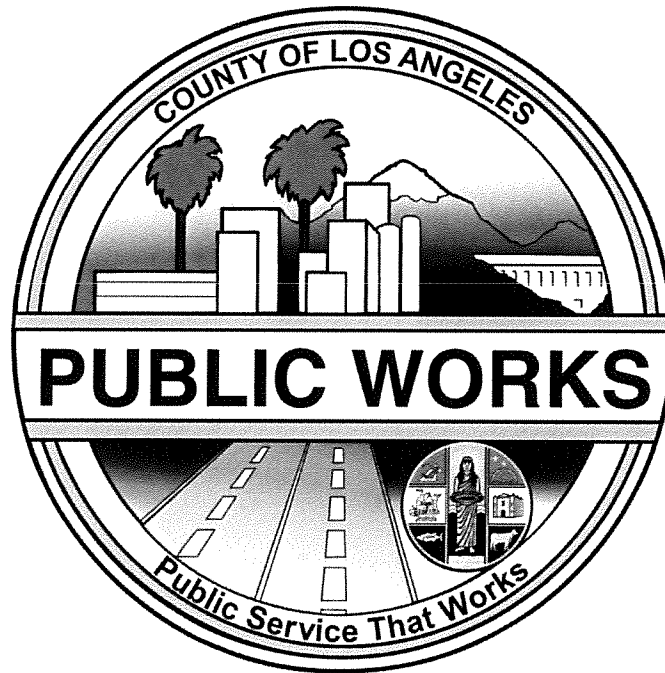
Director

MP:JQ:ep

Enclosures

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office
Internal Services Department, Contracts Division
(w/o enc.)

Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

TRANSIT SYSTEMS UNLIMITED, INC.

FOR

TOPANGA CANYON BEACH
SHUTTLE SERVICE (2017-PA004)

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AGREEMENT FOR
TOPANGA CANYON BEACH SHUTTLE SERVICE (2017-PA004)

THIS AGREEMENT, made and entered into this 5th day of SEPTEMBER, 2017, 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 TRANSIT SYSTEMS UNLIMITED, INC., a California corporation (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 5, 2017, hereby agrees to provide services as described in this Contract for Topanga Canyon Shuttle Service.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G, Service Requirements and Area Maps; Exhibit H, County-Provided Services Vehicle Specifications; Exhibit I, Minimum Required Contractor Vehicle Specifications; Exhibit J, Service Vehicle Checklist; Exhibit K, Preventive Maintenance Driver's Daily Vehicle Report; Exhibit L, Controlled Substance and Alcohol Testing Program; Exhibit M, Transit Security Plan; and Exhibit N, Driver's Daily Vehicle Report, Instructions of the Request for Proposals, including its exhibits and addenda; the CONTRACTOR'S proposal, all attached hereto; the Request for Proposals; Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Bid and attached hereto as Forms PW-2.1 through PW-2.4, an amount not to exceed the maximum potential contract sum of \$934,353, which includes vehicle parking fees and graphics for the contractor-provided service vehicles in accordance with the contract, for the entire contract period or such greater amount as the Board may approve (Maximum Contract Sum). The sum for the initial term is \$193,940; the sum for the first optional term is \$202,158; the sum for the second optional term is \$210,373; the sum for the third and final optional term is \$218,588; the sum for the month-to-month extension up to 6 months at the PW-2.4 rates is \$109,294.

FOURTH: This Contract's initial term shall be for a period of one year commencing on September 5, 2017, or upon the Board's approval, whichever occurs last. The COUNTY shall have the sole option to renew this Contract term for up to three additional one-year periods and month-to-month extension up to six months for a potential total Contract term of four years and six months. Each such option and renewal shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the

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Contract for the full one year, this Contract may be renewed on a month-to-month basis upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR shall bill monthly in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates quoted in Forms PW-2.1-4, Schedule of Prices for the applicable term.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

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

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

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

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

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

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

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.



COUNTY OF LOS ANGELES

By *Mark Ridley-Thomas*
Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

ATTEST:

LORI GLASGOW
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

LORI GLASGOW
Executive Officer
Clerk of the Board of Supervisors

By *Lori Glasgow*
Deputy

By *Lori Glasgow*
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By *Carole Suzuki*
Deputy

TRANSIT SYSTEMS UNLIMITED, INC.

By *Maurice Vanegas*
Its President

Maurice Vanegas
Type or Print Name

By *Maurice Vanegas*
Its Secretary

Maurice Vanegas
Type or Print Name

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

33 SEP 05 2017

Lori Glasgow
LORI GLASGOW
EXECUTIVE OFFICER

78729

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

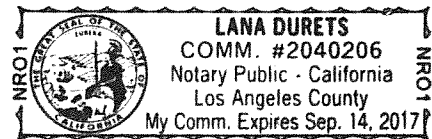
State of California
County of Los Angeles

On July 27th, 2017 before me, LANA DURETS, Notary Public
(insert name and title of the officer)

personally appeared MAURICE VANEGAS
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature L. DURETS (Seal)

SCOPE OF WORK

TOPANGA CANYON BEACH SHUTTLE SERVICE

A. Public Works Contract Manager

Public Works' Contract Manager will be Ms. Armine Hovsepyan, of our Programs Development Division, Transit Operations Section, she may be contacted at (626) 458-3921 or ahovsepy@dpw.lacounty.gov, Monday through Thursday, 7:30 a.m. to 5 p.m. The Contract Manager or her designee is the only person authorized by Public Works to request work of the Contractor. From time to time Public Works may change the Contract Manager. The Contractor will be notified in writing when there is a change in the Contract Manager.

B. Service Route

The Topanga Canyon Beach Shuttle Service (hereinafter referred to as Service) provides transportation between the Metro Orange Line at Warner Center Station and the Metro Expo Line at Downtown Santa Monica Station. See Exhibit G for service route and schedule.

C. Work Description

The work to be accomplished under these specifications shall be to provide transportation service for the Beach Bus during its scheduled performances between the designated pickup location in the Warner Center/Woodland Hills bus stop and the Downtown Santa Monica bus stop, including intermediate stops between the two ending locations, as identified on the map in Exhibit G, Service Route, Schedule and Fare.

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

Please note should an inconsistency be determined between the Scope of Work (Exhibit A) and the Performance Requirements Summary (Exhibit F), the higher service level in the judgment of Public Works shall prevail.

D. Hours, Days of Service, and Service Route Maps

1. Service hours, schedules, and shuttle stop locations are subject to change.

The Service makes three round trips each day of service between the designated locations at the times and stops described in Exhibit G, Service Route, Schedule and Fare. The Service typically uses one bus per day of service. The Contractor shall provide a spare Service Vehicle on the service days, as directed by the Contract Manager or her designee at the rates provided on Form PW-2. The number of spare Service Vehicles shall not exceed one shuttle on any given day. The maximum number of buses may be exceeded upon mutual consent of the Contractor and Contract Manager. The Contract Manager may cancel bus service with a 24-hour notice without penalty to the County.

Contractor's driver shall record the number of people dropped off and picked up at all the stops. The driver should use the ridership information collected to determine if an additional bus is needed for the final return trip from Santa Monica Beach. If an additional bus is needed, Contractor shall dispatch a bus to the Santa Monica Beach for the final return trip from the beaches (hereinafter referred to as Supplemental Vehicle).

2. Service Modification

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

Service routes and stop location(s) may be added or removed during the Contract period. Upon request by the Contract Manager, the Contractor shall provide a written quotation for any additional location(s), based on the rates quoted in Form PW-2, Schedule of Prices (hereinafter referred to as County-provided Vehicle rate). The Contractor shall be paid per vehicle per service hour for additional locations according to the County-provided vehicle rate. Upon Contract Manager's negotiation and acceptance of the Contractor's written quotation, and subject to approval of the Director, the additional location(s) may be added to the Contract by amendment or change order.

The total revenue Service hours may be increased or decreased by up to 25 percent (25%) without renegotiation of basic vehicle Service price over the term of this Contract.

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

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

E. Equipment

1. Transit Vehicles

a. Contractor-provided Service Vehicles

Contractor shall provide a sufficient number of vehicles required to run the service that meet or exceed the required specifications described in Exhibit I, Minimum Required Contractor Vehicle Specifications (hereinafter referred to as Contractor Service Vehicles).

b. County-owned Service Vehicles

County may ask the Contractor to provide Service using County-provided Service Vehicles and Contractor-provided Service Vehicles. County will lease to Contractor one or more transit vehicles as described in Exhibit H, County-owned Vehicle Specifications (hereinafter referred to as County Service Vehicles). The County Service Vehicles may be leased to the Contractor at the rate of \$1 per month. Upon receiving County Service Vehicles, Contractor shall be responsible for the operation and maintenance of the vehicles, and for all costs for insurance, servicing, and storage.

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

c. Support Vehicles

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

d. Supplemental Service Vehicles

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

2. General Terms for Transit Vehicles

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

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

Contractor shall provide a sufficient number of spare Contractor-provided Service Vehicles equipped with air conditioning and wheelchair lift/ramp equipment in the event any assigned Service Vehicle breaks down. The spare Service Vehicles should meet or exceed the Service Vehicle specifications as identified in Exhibit I, Minimum Required Contractor Vehicle Specifications. The rate for the spare Service Vehicle shall be included in the Contractor's overall Service operating costs, under the County-provided Service Vehicle rate. Contractor's equipment and facilities shall meet all requirements of applicable Federal, State, and local ordinances and laws including, but not limited to, the Americans with Disabilities Act (ADA). The County may, in its sole discretion, provide the Contractor with a spare Service Vehicle(s), at the rates as shown under the County-provided Service Vehicle rate.

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

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

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

The County's net book value of a County Service Vehicle shall be based upon the straight-line depreciation over the years of useful life, as determined by the County, with a 10 percent (10%) salvage value. The beginning date of the depreciation to be used is the first date the new Service Vehicle is placed into service. The final sale price (excluding taxes, license fees, and documentation fees) of the new Service Vehicle is to be used as the basis for depreciation. All payments shall be within 90 calendar days of date of loss. Liquidated damages may be assessed each month for claims unresolved after 120 calendar days.

3. Communication Equipment

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

a. Service Vehicle Communication Equipment

Contractor shall provide cellular telephones or two-way radio communication equipment for all vehicles utilized in Service. The communication equipment used shall provide complete

coverage throughout the Service area for all vehicles utilized in Service.

Contractor shall provide the necessary communication equipment for a base station and a sufficient number of repeater stations to permit uninterrupted communication between the dispatch center and vehicles while in Service.

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

b. Internet Access and E-Mail

Contractor shall maintain internet access and valid e-mail addresses throughout the duration of this Contract. Contractor shall provide unique e-mail addresses for the Contract Manager and the maintenance manager. Contractor shall provide the 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 Contract Manager or her 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, cellular telephone, or management telephone tree. The Contract Manager or other manager must be able to return a call to Contract Manager within 1 hour after being requested including during nonbusiness hours. This manager must be able to address all operational issues in case of an emergency.

e. Automated Vehicle Locator (Global Positioning Satellite) Devices

County may install Automated Vehicle Locator (AVL) devices on the County Service Vehicles. The AVL devices are permanently

installed and contain Global Positioning Satellite (GPS) functionality along with remote diagnostic information.

These units will report back to the County and Contractor any engine or emission malfunction. These devices can also provide real time data about location, vehicle speed, excessive idling, etc. Once installed, the AVL device does not require any service/maintenance. Therefore, the AVL device is not to be handled or adjusted in any way by the Contractor. If the County installs these AVL devices on the County Service Vehicles, it will be the Contractor's responsibility to ensure that the devices are not disconnected, damaged, or removed. If the device is damaged, lost, or stolen, the Contractor shall be responsible for the cost to replace and install the lost or damaged unit. The device shall be replaced within 2 weeks of the date of loss/damage unless otherwise approved by the County. The device shall be provided and installed by a County-approved vendor.

Contractor is responsible for ensuring that installation of these AVL devices does not violate any collective bargaining agreements between Contractor and its employees, and shall hold the County harmless from any claim by its employees against the County arising out of the installation or use of these devices. Contractor shall notify the Contract Manager in the event of such collective bargaining issue(s) and, if requested by the Contract Manager, provide documentation in support thereof.

F. Storage and Maintenance Facilities

1. The County will not provide storage facilities for the Contractor.
2. Contractor shall provide appropriate fixed-vehicle storage and maintenance facilities for the garaging, servicing, and cleaning of Service Vehicle(s) and equipment. Facilities shall include:
 - a. An enclosed workspace sufficient to allow maintenance personnel to service vehicles and be protected from the weather.
 - b. A concrete shop floor capable of withstanding the maximum weight of County Service Vehicles.
 - c. A security-fenced, paved, and lighted area for overnight vehicle parking with adequate spaces for County Service Vehicles.
 - d. A compressed air supply.
 - e. Tire-changing equipment.

- f. Battery maintenance equipment and spare batteries.
- g. Vehicle lubrication equipment.
- h. All tools and equipment necessary to perform required preventive maintenance.
- i. All tools and equipment necessary to service vehicles, perform component adjustments, and make mechanical repairs.
- j. Equipment necessary to wash and clean vehicles in accordance with this Contract.
- k. Adequate secured storage area for tools, equipment, and parts.
- l. A lighted maintenance pit or an appropriate State of California Occupational Safety and Health Administration (Cal/OSHA) or American National Standard Institute (ANSI) approved hydraulic lift capable of fully lifting the heaviest of County Service Vehicles 6 feet above the floor for maintenance purposes.
- m. Fueling facility and ability to provide Liquefied Petroleum Gas and Compressed Natural Gas (CNG). It is acceptable for Contractor to obtain CNG fuel off-site.

G. Service Vehicle and Equipment Maintenance

1. Service Vehicle Condition

All vehicles, vehicle equipment, and any other equipment necessary to provide Service shall be maintained by the Contractor to acceptable appearance standards and in good repair and condition satisfactory to Contract Manager and in accordance with manufacturers' recommended maintenance procedures as well as with applicable Federal and State regulations. Contractor shall maintain a satisfactory California Highway Patrol (CHP) terminal inspection rating throughout the life of this Contract.

If Contractor receives a rating below satisfactory, including conditional or unsatisfactory from the CHP, Contractor shall notify Contract Manager immediately and outline steps that shall be taken to correct each deficiency. Failure of the Contractor to take the necessary actions to improve their terminal inspection rating to a satisfactory rating within 6 months of receiving an unsatisfactory rating will be grounds for suspension or termination of the proposed Contract. Contractor shall not seek additional compensation of any costs incurred to meet the requirements in this paragraph.

2. Warranty Work (County Service Vehicles Only)

Contract Manager will provide Contractor with the written manufacturer's warranty, if any, for County Service Vehicles. Contractor shall serve as the County's designated warranty agent for County vehicle(s). Contractor shall be responsible for ensuring that the vehicle manufacturers and all component manufacturers perform or reimburse Contractor for all work and parts that are covered under warranty. Contractor shall diligently follow the manufacturer's preventive maintenance program so any warranty coverage of County Service Vehicles is not lessened or invalidated. Contractor shall not seek additional compensation for any costs incurred to meet the requirements in this paragraph.

3. Service Vehicle Appearance/Cleaning/Fumes

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

a. Service Vehicle Interior

The interior of all vehicles shall be kept free of litter and debris to the maximum practicable extent throughout the operating day. Vehicles shall be swept, wet mopped, and dusted daily. Water wash down or hosing out of vehicle interiors shall not be allowed. A minimal amount of soap/cleaning solution and/or water shall be utilized. Interior panels, windows, and upholstery shall be cleaned of marks as necessary. The interior of all vehicles shall be thoroughly washed at least once each 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 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 that are worn or damaged and cannot be professionally repaired, using materials that are identical in specifications and color as those materials being repaired. Ceilings and walls shall be thoroughly cleaned as often as necessary to maintain a clean appearance and maximize visibility. Contractor shall ensure that the interiors of vehicles are kept free of rodents, insects, vermin, and pests at all times while in operation

and shall take such steps as are necessary, at Contractor's expense, to exterminate pests in the event that they occur in the vehicles.

b. Service Vehicle Exterior

Exteriors of all vehicles shall be washed every other day during dry conditions and every day during rainy conditions to maintain a clean, inviting appearance. Exterior washing shall include vehicle body, all windows, and wheels. All rubber or vinyl exterior components, such as tires, bumper fascia, fender skirts, and door edge guards shall be cleaned and treated with a preservative as necessary to maintain an attractive appearance. Contractor shall be responsible for maintaining and repair/replacement of the artwork on the exterior of the vehicle.

c. Fumes

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

d. Graffiti

The County has a zero tolerance for graffiti. Any Service Vehicle that is vandalized with graffiti shall be removed from revenue Service. The Vehicle cannot be returned to Service until the graffiti has been completely removed by the Contractor. Such graffiti or other vandalism removal will be performed at the expense of the Contractor.

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

Each Service Vehicle shall receive a daily pre-and post-trip inspection by the Service Vehicle operator using the daily pre-and post-trip vehicle inspection report as provided by Exhibit N, Driver's Daily Vehicle Report. Daily pre-and post-trip inspections shall be conducted prior to Service Vehicle being placed in service and after the Service Vehicle is taken out of service and shall include physical operation of the wheelchair lift or ramp to ensure ADA compliance. Daily pre-and post-trip inspections shall be supplemented by regular weekly maintenance inspections to ensure safe and proper operating condition of Service Vehicles. Prior to next pullout, Contractor shall repair or replace any Service Vehicle that has defects and/or possesses a safety or operational problem detected during inspection. Each Service Vehicle operator making an inspection shall be required to fill out an inspection report form and turn it in to the

maintenance supervisor. A record of all such inspections shall be kept by the Contractor and submitted to the County upon request.

Contractor shall perform daily vehicle servicing on all vehicles used in Service. Daily servicing includes, but is not limited to, fuel, engine oil, coolant, water, and transmission fluid check/add; brake check; light and flasher check; interior sweeping and dusting; exterior and interior visual inspection; and checking of all vehicle performance defects reported by drivers to identify potential safety and reliability items requiring immediate attention. Contractor shall document the daily vehicle servicing on the daily pre-and post-trip vehicle inspection report as provided by Exhibit N, Driver's Daily Vehicle Report.

5. Wheelchair Lifts and Ramps

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

6. Destination Signs

Destination signs shall, at all times, be correctly set for 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, fare card readers, destination signs, and all equipment to be used to perform this Contract in strict conformity to CHP regulations and orders. Contractor's duty and responsibility to maintain all vehicles and equipment cannot be delegated to any other person, firm, or corporation without prior written approval of Contract Manager.

b. Parts/Fluids Specifications and Requirements

All parts, materials, tires, lubricants, fluids, oils, and procedures used by Contractor on all vehicles and equipment shall meet or exceed original equipment manufacturer specifications and requirements.

c. Service Vehicle Damage

Contractor shall, at its expense, replace or repair immediately any damage resulting from an accident or otherwise that would impair the proper and safe mechanical operation of the vehicle. All other vehicle damage resulting from any accident, or otherwise, shall be repaired within 2 weeks or as otherwise required by Contract Manager, law, or regulation. If Contractor cannot complete the work within the time specified, Contractor shall notify Contract Manager in writing of the reason for the delay and the estimated completion date. Contract Manager, at his/her sole discretion, may extend the deadline. Contractor shall log and keep an accurate and up-to-date record of all vehicle repairs.

d. Preventive Maintenance

Routine preventive maintenance and servicing is required on all vehicles used for Service as recommended by the Original Equipment Manufacturer (OEM) or as set forth by Contract Manager (See Exhibit K, Preventive Maintenance). Contract Manager will allow a window of plus or minus 500 miles for scheduled preventive maintenance as recommended by the Service Vehicle manufacturer's maintenance specifications. This window of plus or minus 500 miles cannot be added to successive maintenance intervals. For instance, if the Service Vehicle manufacturer recommends maintenance at a 3,000 mile interval, then the Contractor would be allowed to perform the preventive maintenance at 3,000 miles plus or minus 500 miles, 6,000 miles plus or minus 500 miles, etc.

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

Adherence to preventive maintenance schedules shall not be regarded as reasonable cause for deferred maintenance in specific instances where Contractor's employees observe that maintenance is needed in advance of the schedule. Contractor shall not defer maintenance for reasons of shortage of maintenance staff, parts, equipment, or operable vehicles nor shall Service be interrupted due to lack of prior written consent to perform maintenance.

e. Brake Inspection/Adjustment

Brake inspections and adjustments on all Service Vehicles shall be performed at intervals that ensure the safe and efficient operation of the braking system. Detailed brake inspections on air brake systems shall occur every 45 calendar days.

f. Heating, Ventilation, and Air Conditioning

The heating, ventilation, and air conditioning (HVAC) systems shall be maintained and used to ensure that the passenger compartment temperature is comfortably maintained under all climatic conditions at all times while vehicles are in Service. Contractor shall maintain the HVAC systems in an operable condition at all times.

g. Spare Parts

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

h. Service Vehicle Towing

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

Contractor shall ensure that the requirements and procedures for towing 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.

8. In-Service Vehicle Breakdown

In the event of an in-service vehicle breakdown, the maximum response time for an ADA-compliant substitute vehicle to be made available shall be 45 minutes.

9. Service Vehicle Maintenance Recordkeeping

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

- a. Make
- b. Model
- c. Serial Number/County Fleet Number
- d. License Number
- e. Date Received
- f. Unit Repairs (mechanical)
- g. PMI Reports
- h. Daily Pre-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 Contract Manager, CHP, and/or other regulatory agency upon a request to do so at any time.

10. Applicable Vehicle Codes and Regulations

All Service Vehicles 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 Contract Manager and/or by CHP. Contract Manager shall be immediately notified of inspections performed by a governmental agency other than the County. The results of inspections shall be provided to Contract Manager within 24 hours, and any applicable signed certification shall be displayed or carried on the vehicles. Contractor shall

expeditiously correct any deficiencies on any CHP vehicle inspection report and advise Contract Manager upon doing so.

H. Rates and Compensation

1. Rates - County Service Vehicles

County will pay Contractor on a monthly basis an amount equal to the sum of the number of vehicle Service hours provided with County Service Vehicles times the rate provided in the County-provided Vehicle rate; less 1) all amounts collected from farebox revenue; less 2) any liquidated damages pursuant to Exhibit A, Section AA, Liquidated Damages; less 3) any deduction from Exhibit F, Performance Requirements Summary. Vehicle Service Hours are defined as the actual hours of revenue Service starting from the point of first pickup to the last drop-off based on hours as determined by County needed to provide Service described in Exhibit G, Service Route, Schedule and Fare.

Unless otherwise provided for herein, County hourly vehicle rate shall cover all costs of Service provided by Contractor pursuant to this Contract.

2. Rates - Contractor Service Vehicles

County will pay Contractor on a monthly basis an amount equal to the sum of the number of vehicle service hours provided with Contractor Service Vehicle(s) times the rate provided in the Contractor-provided Vehicle rate; less 1) all amounts collected from fare box revenue; less 2) any liquidated damages pursuant to Exhibit A, Section AA, Liquidated Damages; less 3) any deductions from Exhibit F, Performance Requirements Summary.

Unless otherwise provided for herein, Contractor hourly vehicle rate shall cover all costs of Service provided by Contractor pursuant to this Contract.

3. Fares and Revenue

a. Fare

The cash fare shall be 1 dollar and 00/100 (\$1.00) per one way trip. However, the following patrons shall be able to board for 50 cents (\$0.50) per one way trip:

- Seniors (60 years and older)
- Persons with disabilities

b. Fare Changes

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

c. Revenue

Contractor shall establish and maintain fare collection and security policies and procedures subject to the approval of the County. The Contractor shall keep an accurate accounting of all revenue received as the Contractor shall be held responsible for any lost, stolen, or uncollected revenue.

All revenue generated by Service from the fare box return shall be retained by Contractor and deducted on a monthly basis from the amount due to Contractor. The monthly revenue amount shall be reported in the monthly invoice to County and will be subject to County audit.

d. Financial Audit Settlement

If at any time during the term of this Contract, or at any time within 3 years after the expiration or termination of the Contract, authorized representatives of County, or of any other agency funding this agreement, may conduct an audit of the Contractor regarding the services provided to the County per terms of the agreement, and if such audit finds the County's dollar liability for such services is less than the payments made by the County to the Contractor, then the Contractor agrees that the difference shall be either: (1) repaid forthwith by the Contractor to the County or (2) at County's option, credited against any future payments hereunder due to the Contractor. If such audit finds that the County's dollar liability for services provided hereunder is more than payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payments, provided that, in no event, shall the County's maximum obligation for the Service, as set forth in the agreement, be exceeded.

I. Pass-Through Costs

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

costs shall include all supporting documentation of costs, approvals, and copies of vendor invoices.

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

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

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

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

2. Air Conditioning (County Service Vehicles Only)

County recognizes that during the term of this agreement the air conditioning compressors, used in County Service Vehicles equipped with air conditioning systems utilizing refrigerant, may be prone to failure. If the Contractor determines that an air conditioning compressor, and/or compressor clutch unit, requires replacement due to operational failure of said compressor, the Contractor shall notify the Contract Manager immediately after making such determination and, subsequently, in writing, detailing the reasons for such a determination. After inspection by the Contract Manager, the Contract Manager may direct the Contractor in writing to proceed with work.

Only the cost of the parts, as approved by the Contract Manager, will be reimbursed by the County. Labor costs associated with the removal

and installation of the air conditioning compressor/clutch unit, filter and refrigerant (in addition to part repairs) are the responsibility of the Contractor and are not eligible for reimbursement.

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

3. Vehicle Repaint/Graphics

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

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

If the County Service Vehicle is in an accident, all costs associated with the vehicle repair, in order to restore the vehicle to County specifications shall be the responsibility of Contractor.

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

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

4. Rehabilitation of County Service Vehicles

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

part of County's assessment. The facility shall employ mechanics properly certified in order to perform necessary work.

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

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

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

5. AVL Devices (County Service Vehicles Only)

If an AVL device installed on a County Service Vehicle malfunctions as a result of a manufacturer identified problem or error after the warranty period, the County shall be responsible for the cost of replacement.

6. Other Pass-Through Costs

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

J. Monitoring and Auditing Service

1. Monitoring Service

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

2. Auditing and Inspection of Service

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

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

3. Surveys and Questionnaires

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

K. Personnel

County will have the right to demand removal from the project, for reasonable cause, any personnel furnished by Contractor. Contractor shall not, absent prior written notice to and consent by County, remove or reassign any of the key management personnel, such as the Contract 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 Contract 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 standards contained herein, Contractor shall take all steps necessary to remove or alleviate the cause of the concern.

1. Project Manager

Contractor shall designate a Project Manager who has the following minimum number of years of experience providing the same or similar fixed-route services for governmental or social service agency(ies): 3 years of experience in alternative fueled, transit fleets of buses of at least 25 feet in length which use either CNG or propane gas. The Project Manager shall have the responsibility to oversee the day-to-day operations of Service, shall have full authority to act for Contractor, and shall be reachable via office telephone or cell phone during the hours of Service.

Project Manager shall have an e-mail address and access to a computer during Service hours and shall be able to use Microsoft Office Professional suite (Microsoft Word, Excel, Outlook) and/or equivalent software. Contract Manager may, at her discretion, communicate with the Project Manager via e-mail. Other than the Project Manager, the Contractor shall not appoint any other agent to communicate with the County regarding this Contract except with the express written consent of the County, which consent is at the sole discretion of the County. This provision does not limit the County's ability to communicate with any employee of the Contractor.

2. Road Supervisor

Contractor shall employ a minimum of one road supervisor who shall be reachable at all times via office telephone or cell phone during the hours of Service. The road supervisor shall provide adequate on-street supervision throughout the Service area during the times Service Vehicles are in revenue service to minimize Service interruption and ensure quality Service delivery on a regular basis.

3. Office Personnel

Contractor shall employ personnel during Service hours to answer inquiries and respond to complaints from Contract Manager and the public regarding the Service. Office personnel shall have an e-mail address and access to a computer during Service hours. Furthermore, office personnel shall be able to use Microsoft Word and Excel software. Contract Manager may, at her discretion, communicate with office personnel via e-mail. Office personnel shall be able to research Contract Manager's questions and respond to Contract Manager via e-mail.

4. Vehicle Operators

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

a. Operator Recruitment and Selection

Contractor shall review a current California Department of Motor Vehicles (DMV) report on all applicants who would operate Service Vehicles and shall reject any applicant who failed to appear in court for driving under the influence. Contractor shall perform a background check on all applicants for vehicle operator and shall reject any applicant who has been convicted of any felony or misdemeanor charge that would affect the applicant's ability to perform as a vehicle operator or to come in contact with the public.

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

Contractor shall join the Pull Notice Program, whereby Contractor shall be notified of any activity on a vehicle operator's or mechanical staff's driving record. Any Service Vehicle operator or mechanical staff who exceeds the California DMV point system, fails a controlled substances and alcohol testing, or a revoked or suspended license, shall not be allowed to operate a Service Vehicle.

b. Operator Requirements

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

- i. Have a valid California DMV Class B (with P endorsement) commercial driver's license, and a medical examination certificate, as well as any other required licenses or endorsements as required by applicable Federal, State, and local regulations. A Service Vehicle operator who does not pass the medical examination shall not be permitted to operate a Service Vehicle.

- ii. Assist passengers confined to wheelchairs in boarding Service Vehicles, assist with tie-downs, and assist with securing lap belts if requested by the passenger.
 - iii. Be in uniform acceptable to County. Uniform shall include either shirt/blouse or Polo-type top with collar and slacks, skirt or Bermuda-type walking shorts. Uniform coats, sweaters, and caps may be worn. Vehicle operators shall display their name tag/badge.
 - iv. Assist passengers who have difficulty negotiating the steps or ramp of the vehicle. Service Vehicle operators shall make the lift or ramp available to passengers if requested.
 - v. Be available and on time daily to ensure consistent and reliable Service.
 - vi. Carry current certification of cardiopulmonary resuscitation and first-aid training at all times during vehicle operations.
- c. Operator Training

Contractor shall be responsible for all Service Vehicle 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:

- i. Proper operation of the Service Vehicle including defensive driving and vehicle handling. Proper operation of destination signs, wheelchair lifts and ramps, communication equipment, and other equipment to be used on vehicles.
- ii. California DMV requirements and company policies.
- iii. Service routes, schedules, fare structure, and transit services in the vicinity.
- iv. Accident and emergency procedures and reports.
- v. Special skills training to provide transportation to the elderly and people with disabilities including, but not limited to, public courtesy and empathy toward the needs of elderly and people with disabilities.
- vi. American Red Cross or County-approved equivalent training for cardiopulmonary resuscitation and first aid.

- vii. Regular and continuous formal safety instruction for all operating personnel assigned to perform any activities under this Contract. Personnel shall be required to attend scheduled safety meetings at least four times per year.

5. Maintenance Personnel

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

Maintenance personnel shall be supervised by a designated maintenance manager, who shall have the following minimum number of years of experience in maintaining similar fleets of transit vehicles: 3 years of experience in maintaining similar fleets of transit vehicles: 3 years of experience in alternative fueled transit fleets of buses of at least 25 feet in length, which use either CNG or propane gas. Contractor's maintenance personnel shall have knowledge of engines, transmissions, diagnostic procedures, electrical systems, HVAC, wheelchair lifts/ramps and related mechanical parts, methods and procedures normally used in servicing mechanical equipment for transit vehicles.

The Contractor shall ensure that all mechanic staff assigned to this Contract, as indicated on Form PW-20, is Automotive Service Excellence (ASE) certified in the H-4 ASE Transit Bus Brake test. If the Contractor cannot meet this requirement at the start of Contract, Contractor will be granted 12 months from the start of Contract to comply, provided that Contractor ensures that all vehicle maintenance is performed by an outside service facility that has ASE certified personnel during this 12-month period. Any new maintenance personnel will have 12 months from the date of hire to obtain ASE certification. By the end of each subsequent year until the end of the Contract, each mechanic must obtain a minimum of one (1) additional ASE certification per year from the Transit Bus, Truck or School Bus Test Series.

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

In an effort to address the development of qualified/trained maintenance personnel and compliance with the ASE certification requirement, Contractor is encouraged to provide training classes that cover one ASE test area per ASE test cycle. The Contractor shall budget appropriately for training fees per mechanic per ASE test cycle. The Contractor shall provide and budget for ongoing training for all mechanics that is relevant

to their duties, on an annual basis, in the areas of air brake systems, air conditioning systems, engine performance, fire suppression/methane detection systems, wheelchair lifts/ramps, bus electrical systems, etc. The training program is subject to review and input by County.

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

In addition, the Contractor shall ensure that, at all times, at least one member of the Contractor's maintenance staff assigned to this Contract must be trained and certified under Section 609 of the Clean Air Act – Motor Vehicle Air Conditioning, or possess the equivalent ASE Refrigeration Recovery and Recycling Program certification. A list of Environmental Protection Agency (EPA) approved training and certification programs is available at <http://www.epa.gov/ozone/title6/609/technicians/609certs.html>.

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

6. Project Safety Official

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

L. Marketing and Advertising

The County will routinely provide marketing, public relations, and advertising materials. Contractor shall place or distribute such materials on or in the Service Vehicles as requested by the County.

Contractor shall not place inside or outside any Service Vehicle any form of advertising unless directly authorized by Contract Manager. The terms and

conditions of such advertising shall be subject to approval by the Contract Manager. Proceeds of any advertisement shall be remitted to the County.

M. Operating Performance Standards

1. Service Vehicles

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

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

2. Service

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

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

a. On-time Service

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

However, Contractor shall not be held responsible for the failure to provide on-time Service due to extraordinary weather or traffic conditions, road closures or detours, vehicle malfunctions that are clearly beyond Contractor's control, naturally occurring disasters, or other reasonably unpredictable situations, provided that County is given sufficient notification no less than 15 minutes prior to the scheduled service to be affected, and provide documentation if necessary.

b. Road Calls

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

c. Complaints

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

N. Operation During a Declared Emergency

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

O. Service Records and Reports

1. General Requirements

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

Contractor shall retain all records relating to this Contract for a minimum period of 3 years following expiration or termination hereof unless otherwise provided for herein. All such records shall be available for inspection by designated auditors of the County and the State of California at reasonable times during normal working hours.

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

2. Service Operation Reports

These reports provide documentation of daily operations and will serve as a database to monitor and evaluate productivity of Service, its requirements, and methods. Unless stated otherwise, the reports listed shall be submitted with the monthly invoice, no later than the 15th day of the following month, and shall be made in a format approved by the County. Operational reports shall include, but are not limited to, the categories described below. Contractor shall prepare a format for each of the reports described below and submit the format to the County for approval. Contractor shall be responsible for maintaining an adequate supply of each report form including the preparation of all necessary copies.

a. Trip Reports

Contractor shall require each vehicle operator of each Service Vehicle to prepare a daily report on a form indicating: vehicle fleet number; mileage (begin and end odometer); the number of passengers boarding each Service Vehicle; the amount of revenue collected; the number of passengers boarding with cash fare; the number of passengers boarding without charge (elderly, disabled, and children under 5 years); and the number of passengers boarding with transit passes. The summary shall indicate any trips that departed early or late in a format approved by the County. The report shall be compiled for the period of a month and shall include a summary thereof.

b. Service Reports

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

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

Contractor shall instruct the operator of each Service Vehicle to perform a daily pre-and post-trip Service Vehicle inspection and daily Service Vehicle servicing, as required herein and identified in this Contract's Exhibit K, Preventive Maintenance as Daily Vehicle Inspection Report (DVIR). Such inspection and servicing shall be documented on a DVIR that shall be completed and signed by each vehicle operator assigned to a Service Vehicle each day. The daily pre-and post-trip vehicle inspection reports shall be retained on file

by the Contractor for a minimum of 3 years after Contract expiration/termination.

d. Weekly Maintenance Inspection Reports

A report of the weekly maintenance inspections, as identified in this Contract's Exhibit K, Preventive Maintenance as I Service, which supplement the daily pre-and post-trip inspections, shall be kept by the Contractor. A copy of each inspection report shall be submitted to the County upon request. The weekly maintenance inspection reports shall be retained on file by the Contractor for a minimum of 3 years after Contract expiration/termination.

e. Missed Trip Report

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

f. California Highway Patrol Reports

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

g. Operational Problems and Passenger Complaint Reports

The Project Manager shall document operational problems or passenger complaints and describe any action taken regarding these problems. Copies of said documentation shall be submitted to the County by the business day following identification of the operational problem or receipt of such passenger complaint.

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

h. Accident/Incident Data Reports

Contractor shall submit a monthly summary report of all accidents (collision and 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. Within 24 hours of an accident or incident involving a Service Vehicle or passengers, Contractor shall provide a written report to the Contract Manager. In the event of an emergency after hours, Contractor shall call Public Works radio room at (626) 458-HELP (4357). Contractor shall notify the County within 24 hours of any of the following accidents/incidents:

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

i. Financial Records

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

j. Maintenance Records and Reports

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

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

i. Preventive Maintenance Inspection Reports

Reports shall include the Service Vehicle fleet number, the Service Vehicle identification number and license number, a description/detail of the maintenance performed, when maintenance was completed, and if maintenance was done on time as required by Service Vehicle manufacturer's and/or County recommendations. Daily vehicle condition reports shall be submitted to County upon request. Contractor shall retain the PMI reports on file for a minimum of 3 years after Contract expiration/termination.

ii. Road Call Performance Report

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

iii. Service Vehicle Downtime Report

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

iv. Mechanical Defect Reports

Contractor shall submit a monthly summary of all Service Vehicle mechanical problems, including Service Vehicle number, odometer reading, dates/times out of Service (if applicable), summary of problem(s), and corrective action(s) taken.

P. Controlled Substance and Alcohol Testing

Contractor shall implement, as a minimum, the Controlled Substance and Alcohol Testing Program as specified in Exhibit L, Controlled Substance and Alcohol Testing Program, as may be required by rules and regulations issued by the United States Department of Transportation and described in Title 49, Code of Federal Regulations, Part 655, Prevention of Alcohol Misuse and Prohibited Drug

use in Transit Operations. Contractor's policies may supersede policies specified in Exhibit L, only when they can be shown to County's satisfaction to be more stringent. County will not indemnify Contractor for disciplinary actions imposed resulting from required testing. Contractor shall report results of the random testing and other associated tests to County on a quarterly basis on the form shown in Exhibit L.1. Such reports shall be submitted to County within 15 calendar days after the end of the quarter.

Q. Transit Security Plan

Safety and anti-terrorist preparations on public transit systems are a priority. It is critical to integrate security throughout every aspect of County's public transit programs, operations, and infrastructure. Accordingly, the Contractor is required to submit a written security plan that shall be followed should the proposer be awarded this service.

The National Terrorism Advisory System, replaced the color-coded Homeland Security Advisory System. The new system will more effectively communicate information about terrorist threats by providing timely, detailed information to the public, government agencies, first responders, airports and other transportation hubs, and the private sector. Additionally, the Federal Transit Administration (FTA); in response to the Office of Homeland Security, has undertaken a series of major steps to help prepare the transit industry to counter terrorist threats by providing direct assistance to transit agencies throughout various on-site programs. FTA's website (<http://transit-safety.volpe.dot.gov>) contains the background of this program and information to assist transit agencies in developing their Transit Security Plans (TSP).

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

The Contractor is also encouraged to refer to the FTA's Transit Agency Security and Emergency Management Protective Measures report available on the FTA website (<http://www.fta.dot.gov/documents/protectivemeasures.pdf>). This document has been developed by the FTA, in consultation with the Department of Homeland Security's TSA and Office of Grants and Training and the American Public Transportation Association. It replaces the prior document entitled, FTA Transit Threat Level Response Recommendation. This document provides a more comprehensive systems approach and framework for a transit agency to use in integrating its entire security and emergency management programs. In addition, this document provides protective measures to be implemented in the event of an attack or active incident and during the recovery phase following an incident.

The details of the Contractor's TSP will be negotiated with the Contract Manager to ensure that the County's needs are adequately addressed. The final approved TSP will be attached as Exhibit M to this Contract.

R. Responsibilities of the Contractor

1. Contractor shall maintain the following minimum number of years of experience providing the same or similar fixed-route services for governmental or social service agency(ies): 3 years of experience in alternative fueled transit fleets of buses of at least 25 feet in length, which use either CNG or propane gas. A subcontractor is not allowed to meet this requirement.
2. Contractor's project manager shall maintain the following minimum number of years of experience providing the same or similar fixed-route services for governmental or social service agency(ies): 3 years of experience in alternative fueled transit fleets of buses of at least 25 feet in length, which use either CNG or propane gas. A subcontractor is not allowed to meet this requirement.
3. Contractor's maintenance manager shall maintain the following minimum number of years of experience in maintaining similar fleets of transit vehicles: 3 years of experience in alternative fueled transit fleets of buses of at least 25 feet in length, which use either CNG or propane gas.
4. Contractor shall maintain a Satisfactory CHP Safety Compliance Inspections (or passed all reinspections) of the Contractor's maintenance facilities or terminals.
5. Contractor Service Vehicle(s) must meet or exceed the service vehicle requirements as set forth in Exhibit I, Minimum Required Contractor Vehicle Specifications.
6. Contractor shall operate Service subject to the provisions and requirements of this Contract's Exhibit A, Scope of Work. The Contractor shall perform the following tasks including, but not limited to, providing executive and administrative management; employment and supervision of all personnel, including supervisors, vehicle operators, dispatchers, mechanics, and other maintenance personnel; operation of training and safety programs; maintenance and repair of vehicles and equipment; processing of warranty claims for County's vehicles; assisting in public relations and promotions; preparation of reports and analysis of financial and other matters; clerical, statistical, and bookkeeping services; and providing all vehicle operators, facilities, equipment, parts, and supplies required in the operation of service unless specifically identified to be contributed by the County.

7. The Contractor shall maintain the required insurance and coverage as specified in Exhibit B, Section 5, Indemnification and Insurance Requirements during the entire term of this Contract. At any time during the term of this Contract if there is a lapse in insurance coverage the Contractor shall immediately suspend work and notify the Contract Manager.
8. All Contractor operators shall be expected to observe all applicable Cal/OSHA and Public Works' safety requirements. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.

S. Responsibilities of Public Works

The County will determine the need for and type of repair work needed. The County will provide access to the jobsites and will conduct jobsite inspection at its discretion. Contract Manager may inspect vehicles, equipment, and all other peripheral equipment to assess condition of vehicles and equipment. Contractor shall be responsible to perform all the work necessary to correct any deficiencies noted.

T. Removal of Debris

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

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

U. Funding

The County's obligations under this Contract are contingent upon the availability of funds in each fiscal year budget to finance operating and capital costs. The County may use local sales tax funds in accordance with the Los Angeles County Metropolitan Transportation Authority Guidelines for the Proposition A, Local Return Program to finance this Service. Other sources of funds, such as FTA, may also be used. The Contractor agrees to be bound by applicable

provisions of Proposition A Local Return Program Guidelines or any other guidelines/regulations pertaining to other funding sources.

V. Nonconflict with Local, State, and Federal Laws

Nothing herein shall be in conflict with or modify the Contractor's obligation to comply with the requirements of local, State, and Federal laws, such as FTA, ADA, Department of Transportation, or other applicable laws, rules, regulations, directives, or ordinances.

W. Permits/Licenses/Certifications

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

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

X. Utilities

The County will not provide utilities.

Y. Request of Work from Contractor

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

Z. Contract Cost

All services required in this Exhibit A, Scope of Work, shall be included in the price quoted by the Contractor in Form PW-2, Schedule of Prices, unless stated otherwise in the Contract.

AA. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums. However, neither the provision of a sum of liquidated damages for nonperformance, untimely, or inadequate performance, nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third party claims.

2. The amount of liquidated damages has been set in recognition of the following circumstances existing at the time of the formation of the Contract.
 - a. All the time limits and acts required by both parties are of the essence of the Contract.
 - b. The parties are both experienced in the performance of the Contract work.
 - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the proposal price.
 - d. The parties are not under any compulsion to Contract.
 - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and/or late performance is by Contract and willingness to be bound as part of the consideration being offered to the County for the award of the Contract.
 - f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work.
 - g. The liquidated sum specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
3. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the amount shown in Exhibit F, Performance Requirements Summary or the following sums if the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.
 - a. Contractor-provided Service Vehicles

The County and the Contractor hereby establish the unit price of One Hundred and 00/100 Dollars (\$100.00) per vehicle per day of operation or service day (Monday through Sunday) as liquidated damages for each and every day of delay in completing the delivery

of permanent Service Vehicles by the Contractor. The above conditions may be invoked if the delivery exceeds the specified delivery date of 9 months from date of award or as indicated in the Contractor's proposal, whichever is greater.

Should the Contractor be obstructed or delayed in obtaining the vehicles because of changes in the work or by any default, act, omission of the County, inability to obtain materials, equipment, labor due to Federal government restrictions arising out of the defense, or war program, then the time of completion may be extended for, such as may be agreed upon by the County and the Contractor. If there is insufficient time to grant such extensions prior to completion date of this Contract, the County may, at the time of acceptance of final work, waive liquidated damages after hearing evidence as to the reasons for such delay and making a finding that such delay was due to any of the above.

b. On-Time Performance

In the event that the Contractor fails to meet the on-time performance standards, as specified in Exhibit G, Service Route, Schedule, and Fare, it is agreed that the County may, at its sole discretion, assess liquidated damages against the Contractor up to a maximum of Five Thousand and 00/100 Dollars (\$5,000.00) per month, if any of the following incidents occur after two substantiated incidents within a 60 day period:

- i. A Service trip departs in advance of schedule departure time at any designated time point, liquidated damages of Five Hundred and 00/100 Dollars (\$500.00) per occurrence will be assessed.
- ii. A Service trip departs more than 5 minutes following the time set forth for departure at any designated time point, liquidated damages of One Hundred and 00/100 Dollars (\$100.00) per occurrence will be assessed.
- iii. A Service trip arrives at a timed stop then 10 minutes before the next departure, liquidated damages of One Hundred and 00/100 Dollars (\$100.00) per occurrence will be assessed.

c. Service Vehicles Not Available

If specified number of regular Service Vehicles, as described in Section D, Item 1 of this Exhibit, not including backup, are not in service, the Contractor may be assessed the liquidated damages of One Hundred and 00/100 Dollars (\$100.00) per vehicle per hour,

up to a maximum of One Thousand and 00/100 Dollars (\$1,000.00) per vehicle per day.

d. Complaints

In the event of any valid complaint, the Contractor may be assessed liquidated damages of Two Hundred Fifty and 00/100 Dollars (\$250.00) per complaint, up to a maximum of One Thousand and 00/100 Dollars (\$1,000.00) per month. County and Contractor shall jointly determine which complaints are valid (i.e., as a result of Contractor's actions, which could have reasonably been prevented). However, the final decision on validity of passenger complaints shall rest with the Contract Manager.

e. General Reporting

Contractor shall submit monthly reports with monthly invoice, including ridership, on-time performance, driver logs, fuel data, maintenance, and safety in a form approved by County within 15 calendar days after the end of each month, unless Contract Manager approves more time. Liquidated damages of Fifty and 00/100 Dollars (\$50.00) per report per business day may be assessed for late and/or incomplete reports.

f. Weekly Maintenance Inspections

The weekly maintenance inspections as identified in this Contract's Exhibit K, Preventive Maintenance identified therein as "I Service" shall be performed per the OEM specifications (including both the vehicle owner's manuals and vehicle service manuals) and in accordance with this contract's Exhibit K, Preventive Maintenance. If the Contractor fails to meet this standard, the Contractor may be assessed liquidated damages of Two Hundred and 00/100 Dollars (\$200.00) per Service Vehicle per Service day up to a maximum of Two Thousand and 00/100 Dollars (\$2,000.00) per month.

g. Daily Vehicle Inspection Reports (DVIR)

Failure to perform a satisfactory DVIR (pre-and post-trip) may include, but are not limited to, fluid levels noted low twice within a ten day period without any visible leaks and/or a vehicle in revenue Service with a nonoperating wheelchair ramp or lift on consecutive dates of Service. If the Contractor fails to meet this standard, the Contractor may be assessed liquidated damages of One Hundred and 00/100 Dollars (\$100.00) per Service Vehicle per Service day up to a maximum of One Thousand and 00/100 Dollars (\$1,000.00) per month.

h. Preventive Maintenance

The PMI shall be performed per the OEM and this Contract's Exhibit K. The PMI documents must be submitted monthly with Service invoice. Inspections shall never exceed the specified intervals by 500 miles or more. Failure to meet this standard may result in nonpayment of Service miles or hours operated by vehicles exceeding the PMI intervals or liquidated damages of Five Hundred and 00/100 Dollars (\$500.00) per vehicle per day, whichever is higher.

i. Shutdown of Vehicles

If any Service Vehicle has been removed from Service as the result of an unsatisfactory rating by the CHP, the Contractor may be assessed liquidated damages of Two Hundred and 00/100 Dollars (\$200.00) per day per vehicle, up to a maximum of One Thousand and 00/100 Dollars (\$1,000.00) per vehicle per month.

j. Deficient Vehicle Condition

In the event Contract Manager rejects any Service Vehicle as a result of deficient mechanical condition or unacceptable vehicle appearance, Two Hundred and 00/100 Dollars (\$200.00) per day per vehicle in liquidated damages may be assessed until the condition is corrected to the satisfaction of the Contract Manager. If Contractor has documentation indicating that the condition of the vehicle cannot be corrected due to the unavailability of parts, then Contract Manager may waive the liquidated damages until the parts are available.

k. Vehicle Emissions (Engine Smog)

Each Service Vehicle shall fully comply with all applicable Federal, State, and local emissions rules, regulations, and requirements. If any Service Vehicle fails to pass a smog test, receives a complaint, or is cited for an engine emissions violation by the California Air Resources Board, South Coast Air Quality Management District, the CHP, or other governmental agency authorized to issue such citation, the Contractor shall be liable for the citation as well as liquidated damages. The Contractor shall notify the Contract Manager of having received a citation within one (1) business day of receiving it and shall provide a timeline for preparing and submitting an action plan to verify and correct the deficiencies.

The Contractor shall be assessed Five Hundred and 00/100 Dollars (\$500.00) in liquidated damages for each Service Vehicle that is cited for an engine emissions violation. If such complaint is found to be without merit, or beyond the Contractor's control, the Contract Manager may waive the liquidated damages.

If the Contractor does not submit any required smog check certificates to the Contract Manager biannually (every 2 years) within 30 days after State vehicle emissions testing has been performed, the Contractor may be assessed Two Hundred and 00/100 Dollars (\$200.00) in liquidated damages per Service Vehicle for which a smog check certificate was not submitted. The Contractor shall provide a Service Vehicle at no charge to the County if and when the County or Contractor takes a County Service Vehicle to have an emission check performed and/or make repairs to the Service Vehicle before passing an emission check.

i. Service Vehicle Rejection

In the event any County Service Vehicle is rejected permanently by the Contract Manager as a result of vehicle condition, Contractor may be assessed Two Hundred and 00/100 Dollars (\$200.00) per day per vehicle in liquidated damages until vehicle is replaced with a vehicle that is satisfactory to the Contract Manager.

m. Incorrectly Set Destination Signs

In the event any Service Vehicle displays an incorrect destination sign while in service or if it fails to display the Not In Service sign when it is not in revenue Service, liquidated damages of Twenty-Five and 00/100 Dollars (\$25.00) may be assessed for the first occurrence, Fifty and 00/100 Dollars (\$50.00) for the second occurrence, and One Hundred and 00/100 Dollars (\$100.00) for each future occurrence within each Contract year.

n. County Service Vehicle Warranty

If due to the Contractor's negligence of vehicle preventive maintenance program, as determined by the Contract Manager, any warranty coverage of the County Service Vehicle item (e.g., engine, transmission, air conditioning units, etc.) is lessened or invalidated, and/or warranty items are not covered due to neglect, liquidated damages of at least 50 percent (50%) of the cost to repair each item shall be assessed.

o. Off-Routing

If a regular scheduled Service Vehicle is identified as operating off route, liquidated damages of at least Two Hundred and 00/100 Dollars (\$200.00) per occurrence shall be assessed.

p. Controlled Substance and Alcohol Testing

The Contractor shall report results of random testing and other associated tests to the County on a quarterly basis on the form shown in Exhibit M. Such reports shall be submitted to the County within 15 days after the end of the quarter. Liquidated damages of Fifty and 00/100 Dollars (\$50.00) per calendar day (including nonbusiness days, weekends, and holidays) may be assessed for late reports.

q. Maintenance Personnel

All maintenance on Service Vehicles shall be performed by ASE H-4 ASE Transit Bus Brake Test certified personnel and Section 609 of the Clean Air Act certified personnel as specified in Exhibit A. If maintenance personnel are not ASE H-4 ASE Transit Bus Brake Test certified or fail to obtain certification within 12 months of the date of hire or the start of the Contract, whichever occurs last, and Section 609 of the Clean Air Act certified, liquidated damages of Five Hundred and 00/100 Dollars (\$500.00) per maintenance employee per month may be assessed.

r. Trips not Made

In the event that any scheduled trip is not made, the Contractor may be assessed liquidated damages in the amount of Two Hundred Fifty and 00/100 Dollars (\$250.00) per trip, up to a maximum of Two Thousand and 00/100 Dollars (\$2,000.00) per month.

s. Non-Americans with Disabilities (ADA) Service Vehicle

In the event the Contractor replaces a Service Vehicle with a non-ADA compliant Service Vehicle, the Contractor may be assessed liquidated damages of Five Hundred and 00/100 Dollars (\$500.00) for first occurrence and One Thousand and 00/100 Dollars (\$1,000.00) for each subsequent occurrence.

t. Violation of Storage and Maintenance Facilities

In the event that the Contractor is either performing maintenance and/or subcontracting maintenance in violation of Exhibit A, Section F, Storage and Maintenance Facilities, as determined by

Contract Manager, the Contractor may be assessed One Thousand and 00/100 Dollars (\$1,000.00) in liquidated damages per Service Vehicle per Service day, up to a maximum of Four Thousand and 00/100 Dollars (\$4,000.00) per Service Vehicle per month.

u. Storage of County Service Vehicles

If the Contractor fails to store County Service Vehicles in accordance with this Contract, the Contractor may be assessed Two Hundred and 00/100 Dollars (\$200.00) in liquidated damages per Service Vehicle per Service day, up to a maximum of Two Thousand and 00/100 Dollars (\$2,000.00) per Service Vehicle per month.

v. Implementation of E-mail and Internet Access

If the Contractor fails to implement Internet access and e-mail and/or fails to use/maintain the system and/or train the personnel (e.g., project manager, road supervisor, and maintenance manager) within the time periods allotted in Exhibit A, Section E, Equipment, the Contractor may be assessed One Hundred and 00/100 Dollars (\$100.00) in liquidated damages per business day after the deadline.

w. 24-Hour Contact

If the Contractor fails to return a call to the Contract Manager within 1 hour after being requested in accordance with Exhibit A, Section E. 3, Communication Equipment, the Contractor may be assessed One Hundred and 00/100 Dollars (\$100.00) in liquidated damages per occurrence.

x. Unresolved Service Vehicle Claims

If a settlement is not made within 90 calendar days of the date of loss for a vehicle stolen, damaged, or lost by reason of collision, fire, negligence, abuse, vandalism, or other like cause in accordance with Exhibit A, Section E.2, General Terms for Transit Vehicles, the Contractor may be assessed liquidated damages. Liquidated damages in the amount of One Thousand and 00/100 Dollars (\$1,000.00) per week, up to a maximum of Four Thousand and 00/100 Dollars (\$4,000.00) per month, shall begin 120 calendar days after the date of loss. However, in no event shall the liquidated damages exceed the total number of service hours times the actual cost differential between a Contractor-provided Replacement Service Vehicle and the County Service Vehicle for a given month.

y. Service Vehicle Transfer Audit

At the discretion of the County, the Contractor may be required to transfer County Service Vehicles to another Service Contractor. The Contract Manager may schedule a pretransfer inspection and a transfer inspection. The Contractor assuming responsibility for the County Service Vehicles (New Contractor) shall conduct both inspections. The current Contractor shall have appropriate staff on-site to review work identified. It is the responsibility of the current Contractor to ensure that County Service Vehicles are in good mechanical condition and have good, clean appearances.

The current Contractor must ensure that each vehicle's brakes and tires meet the minimum requirements specified in Exhibit K, Preventive Maintenance. Any and all mechanical defects identified during the pretransfer and the transfer inspections are the responsibility of the current Contractor. The PMI shall be current. The PMI's records of County Service Vehicles are County property and are to be turned over to the New Contractor.

Liquidated damages in the amount of One Hundred and 00/100 Dollars (\$100.00) per County Service Vehicle per week may be assessed for PMI records that are not provided for any County Service Vehicle, beginning 1 week after the completion of the transfer of service.

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

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

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

z. Health, Safety, and Comfort

In the event any Service Vehicle has a wheelchair ramp/lift, air conditioning, and/or heating system failure while in Service, One Hundred and 00/100 Dollars (\$100.00) per day per vehicle in liquidated damages may be assessed if the vehicle is placed in Service during the next Service day(s) without repairs.

aa. Personnel

Contractor shall not absent prior written notice to and consent by County, remove or reassign any of the key management personnel such as the Contract Manager or maintenance manager, at any time prior to or after execution of this Contract. In the event any key management personnel are removed or reassigned prior to or after execution of this Contract without prior written notice and consent by the County, liquidated damages in the amount of One Thousand and 00/100 Dollars (\$1,000.00) may be assessed.

bb. Timely Repairs to County-Provided Service Vehicles

Contractor shall make every effort to repair County Service Vehicle(s) in a timely manner to maintain proper operating and appearance standards. Repairs to County Service Vehicle(s) shall be completed within a reasonable time frame. The Contract Manager, at his/her own discretion, may withhold up to the final 2 months of Service payment until repair is completed by Contractor or deduct the cost of correcting the deficiencies from payment due to Contractor, if Contractor fails to perform the necessary work to correct the deficiencies.

In the event any County Service Vehicle is removed from Service and remains out of Service for a time frame that is greater than 25 percent (25%) of the monthly Service days, the Contractor may be assessed One Hundred and 00/100 Dollars (\$100.00) in liquidated damages per Service Vehicle per Service day, up to a maximum of Two Thousand and 00/100 Dollars (\$2,000.00) per Service Vehicle per month.

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

cc. Fines by Regulatory and Governmental Agencies

If the County is fined by a local, regional, State, or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local

rules, regulations, or requirements, the Contractor may be assessed liquidated damages in an amount equal to the fine(s) charged to the County by a regulatory or governmental agency.

dd. **AVL Devices**

The Contractor is not to handle or disconnect any AVL device installed on a County Service Vehicle. If an AVL device is damaged, removed, lost, or stolen, the Contractor may be assessed Fifty and 00/100 Dollars (\$50.00) in liquidated damages per AVL device per Service day after the 2 week period following date of loss/damage (unless additional time is approved by County for unforeseen circumstances), until the AVL device is replaced.

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

BB. Contractor's Quality Control Plan

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

1. It shall specify the activities to be evaluated on either a scheduled or unscheduled basis, how often these evaluations shall take place and the title of the individual(s) who will be responsible for evaluating.
2. The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
3. A file of all evaluations conducted by Contractor and, if necessary, the corrective action taken. This documentation shall be made available as requested by the County during the term of this Contract.
4. The methods for continuing service to the County in the event of a strike involving the Contractor's employees.

**SCHEDULE OF PRICES
FOR
TOPANGA CANYON BEACH SHUTTLE SERVICES (2017-PA004)**

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

Item	Description	Hourly Rate	Estimated Annual Hours	Annual Price (Hourly Rate x Estimated Annual Hours)
1	Rate for Contractor-provided Service Vehicle	\$ <u>57.50</u> /Hour	3,285	\$ <u>188,887.50</u>
2	Rate for County-owned Service Vehicle	\$ <u>52.50</u> /Hour	1	\$ <u>52.50</u>
ESTIMATED TOTAL ANNUAL HOURS			3,286	
TOTAL ANNUAL PROPOSED PRICE \$ <u>188,940.00</u>				\$ <u>188940.00</u>

Maurice Vanegas



President

05/31/2017

RCP 7287-B

PUC

8976 Laurel Canyon Blvd., Sun Valley, CA 91352

mvanegas@transitsystems.biz

818-504-7270


818-254-6780

818-504-6403

**SCHEDULE OF PRICES
FOR
TOPANGA CANYON BEACH SHUTTLE SERVICES (2017-PA004)**

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

Item	Description	Hourly Rate	Estimated Annual Hours	Annual Price (Hourly Rate x Estimated Annual Hours)
1.	Rate for Contractor-provided Service Vehicle	\$ <u>60.00</u> /Hour	3,285	\$ <u>197,100.00</u>
2.	Rate for County-owned Service Vehicle	\$ <u>57.50</u> /Hour	1	\$ <u>57.50</u>
ESTIMATED TOTAL ANNUAL HOURS			3,286	
TOTAL ANNUAL PROPOSED PRICE \$ <u>197,157.50</u>				\$ 197,157.50

PROPOSER Maurice Vanegas  President		
DATE 05/31/2017	PROJECT NUMBER TCP 7287-B	PROJECT PUC
PROPOSER ADDRESS 8976 Laurel Canyon Blvd., Sun Valley, CA 91352		
EMAIL mvanegas@transitsystems.biz		
PHONE 818-504-7270	PHONE 818-254-6780	PHONE 818-504-6403

SCHEDULE OF PRICES
FOR
TOPANGA CANYON BEACH SHUTTLE SERVICES (2017-PA004)

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

Item	Description	Hourly Rate	Estimated Annual Hours	Annual Price (hourly Rate x Estimated Annual Hours)
1.	Rate for Contractor-provided Service Vehicle	\$ 62.50 /Hour	3,285	\$ 205,312.50
2.	Rate for County-owned Service Vehicle	\$ 60.00 /Hour	1	\$ 60.00
ESTIMATED TOTAL ANNUAL HOURS			3,286	
TOTAL ANNUAL PROPOSED PRICE \$ 205,372.50				\$ 205,372.50

Maurice Vanegas

Maurice Vanegas
President

05/31/2017

TCP 7287-B

PUC

8976 Laurel Canyon Blvd., Sun Valley, CA 91352

mvanegas@transitsystems.biz

818-504-7270

818-254-6780

818-504-6403

**SCHEDULE OF PRICES
FOR
TOPANGA CANYON BEACH SHUTTLE SERVICES (2017-PA004)**

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

Item	Description	Hourly Rate	Estimated Annual Hours	Annual Price (Hourly Rate x Estimated Annual Hours)
1.	Rate for Contractor-provided Service Vehicle	\$ 65 /Hour	3,285	\$ 213,525.00
2.	Rate for County-owned Service Vehicle	\$ 62.50 /Hour	1	\$ 62.50
ESTIMATED TOTAL ANNUAL HOURS			3,286	
TOTAL ANNUAL PROPOSED PRICE \$ 213,587.50				\$ 213,587.50

Signature of Proposer: **Maurice Vanegas**

Signature: *Maurice Vanegas*

Title: **President**

Date: **05/31/2017**

Project ID: **TCP 7287-B**

Project Name: **PUC**

Address: **8976 Laurel Canyon Blvd., Sun Valley, CA 91352**

Email: **mvanegas@transitsystems.biz**

Phone: **818-504-7270**

Phone: **818-254-6780**

Phone: **818-504-6403**


**SCHEDULE OF PRICES SUMMARY SHEET
FOR TOPANGA CANYON BEACH SHUTTLE SERVICE (2017-PA004)**

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

NOTE: Proposer must provide pricing for ALL contract terms including the 4th term. Any submitted bid that does not include pricing for all terms maybe rejected at the sole discretion of the County.

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

	TERMS	ANNUAL PRICE FOR EACH TERM
1	TOPANGA CANYON BEACH SHUTTLE SERVICE - BASE TERM	\$ 188,940.00
2	TOPANGA CANYON BEACH SHUTTLE SERVICE - OPTION TERM 1	\$ 197,157.50
3	TOPANGA CANYON BEACH SHUTTLE SERVICE - OPTION TERM 2	\$ 205,372.50
4	TOPANGA CANYON BEACH SHUTTLE SERVICE - OPTION TERM 3	\$ 213,587.50
TOTAL PRICE FOR YEARS 1 THROUGH 4		\$ 805,057.50
AVERAGE TOTAL PRICE FOR YEARS 1 THROUGH 4 (TOTAL PRICE FOR YEARS 1 THROUGH 4 ÷ 4 YEARS)		\$ 201,264.37

BILLING NAME OF PROPOSER Maurice Vanegas		
SIGNATURE OF PROPOSER 		
TITLE OF PROPOSER President		
DATE 05/31/2017	PROPOSER'S MAILING ADDRESS TCP 7287-B	COUNTY PUC
PROPOSER'S ADDRESS 8976 Laurel Canyon Blvd., Sun Valley, CA 91352		
PHONE 818-504-7270	FAX 818-504 6403	EMAIL mvanegas@transitsystem.biz

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: TOPANGA CANYON BEACH SHUTTLE SERVICE (2017-PA004)

POSITION/TITLE* (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							APPROXIMATE ANNUAL HOURS	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT			
Driver	11		11	11		11		44	16.50	\$ 41,497.50
Driver		10			10		10	30	16.00	\$ 24,000.00
Supervisor										\$ 631.50
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
HOURLY WAGE RATE FOR MECHANICS ASSIGNED TO THIS CONTRACT:										
MECHANIC(S)										
	HOURLY WAGE RATE									
Mechanic(s) Hourly Rate	\$ 18.50									
Mechanic(s) Hourly Rate	\$ -									
Mechanic(s) Hourly Rate	\$ -									
Mechanic(s) Hourly Rate	\$ -									
Mechanic(s) Hourly Rate	\$ -									
Comments/Notes:										
Total Salaries \$ 66,129.00										
(1) Vacations, Sick Leave, Holiday \$ 1,889.40										
(2) Health Insurance \$ -										
(3) Payroll Taxes & Workers' Compensation \$ 9,447.00										
(4) Welfare and Pension \$ -										
Total Employee Benefits (1+2+3+4) \$ 11,336.40										
(5) Equipment Costs \$ 11,336.40										
(6) Service and Supply Costs \$ 75,576.00										
(7) General and Administrative Costs \$ 9,447.00										
(8) Profit \$ 15,115.20										
Total Other Costs (5+6+7+8) \$ 111,474.60										
TOTAL PRICE \$ 188,940.00										

* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.
 ** Living Wage Rate shall be at the wage rates as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly Rates not in compliance may subject your proposal to rejection.
 *** Important: Hourly Rate listed must be the HIGHER of the two Living Wage Rates if the Contract Term spans across multiple Living Wage Rate years.
 Note: This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked (daily, weekly, and annually) by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-5, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.
 The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the proposal.

Maurice Vanegas
Name of Proposer

Maurice Vanegas
Signature

May 31, 2017
Date

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: TOPANGA CANYON BEACH SHUTTLE SERVICE (2017-PA004)

POSITION/TITLE* (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							APPROXIMATE ANNUAL HOURS	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT			
Driver	11		11		11		11	2515	17.25	\$ 43,383.75
Driver		10		10		10		1500	16.75	\$ 25,125
Supervisor							Varies			\$ 486.37
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
HOURLY WAGE RATE FOR MECHANICS ASSIGNED TO THIS CONTRACT:										
Total Salaries \$ 69,005.12										
(1) Vacations, Sick Leave, Holiday \$ 1,971.58										
(2) Health Insurance \$ -										
(3) Payroll Taxes & Workers' Compensation \$ 9,857.87										
(4) Welfare and Pension \$ -										
Total Employee Benefits (1+2+3+4) \$ 11,829.45										
(5) Equipment Costs \$ 11,829.45										
(6) Service and Supply Costs \$ 76,863.00										
(7) General and Administrative Costs \$ 9,857.88										
(8) Profit \$ 15,772.60										
Total Other Costs (5+6+7+8) \$ 116,322.93										
									TOTAL PRICE	\$ 197,157.50

* All employees shown must be FULL-TIME employees of the proposer, unless exemption in use Part-Time employees has been granted by the County.
 ** Living Wage Rate shall be at the wage rates as set forth in Form LW-1, Los Angeles County Code Chapter 2.231 - Living Wage Program. Hourly Rates not in compliance may subject your proposal to rejection.
 ** Important: Hourly Rate listed must be the HIGHER of the two Living Wage Rates if the Contract Term spans across multiple Living Wage Rate years.
 Note: This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology to reflect employee classification and to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-6, the currently calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.
 The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the proposal.

Maurice Vanegas
Name of Proposer

Maurice Vanegas
Signature

May 31, 2017
Date

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: TOPANGA CANYON BEACH SHUTTLE SERVICE (2017-PA003)

POSITION/TITLE* (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							APPROXIMATE ANNUAL HOURS	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT			
Driver	11				11	11		2515	17.25	\$ 44,641.25
Driver		11		11				1500	17.00	\$ 25,500.00
Supervisor										\$ 600.00
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
HOURLY WAGE RATE FOR MECHANICS ASSIGNED TO THIS CONTRACT:										
Mechanic(s)										
Mechanic(s) Hourly Rate \$ 19.00										
Mechanic(s) Hourly Rate \$										
Mechanic(s) Hourly Rate \$										
Mechanic(s) Hourly Rate \$										
Mechanic(s) Hourly Rate \$										
Comments/Notes:										
Total Salaries \$ 70,741.25										
(1) Vacations, Sick Leave, Holiday \$ 2,053.73										
(2) Health Insurance \$										
(3) Payroll Taxes & Workers' Compensation \$ 10,268.63										
(4) Welfare and Pension \$										
Total Employee Benefits (1+2+3+4) \$ 12,322.36										
(5) Equipment Costs \$ 14,376.08										
(6) Service and Supply Costs \$ 81,234.38										
(7) General and Administrative Costs \$ 10,268.63										
(8) Profit \$ 16,429.80										
Total Other Costs (5+6+7+8) \$ 122,308.89										
TOTAL PRICE \$ 205,372.50										


* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.
 ** Living Wage Rate shall be at the wage rates as set forth in Form LW-1, Los Angeles County Code Chapter 2.01 - Living Wage Program. Hourly Rates not in compliance may subject your proposal to rejection.
 *** Important: Hourly Rate listed must be the HIGHER of the two Living Wage Rates if the Contract Term spans across multiple Living Wage Rate years.
 Note: This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.) hours to be worked daily, weekly, and annually by each classification hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and the cost methodology, Form LW-3, the correct calculation price and salary in Form FW-2, Schedule of Prices, shall prevail.
 The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the proposal.

Maurice Vanegas  May 31, 2017
 Name of Proposer Signature Date

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: TOPANGA CANYON BEACH SHUTTLE SERVICE (2017-PA004)

POSITION/TITLE* (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							APPROXIMATE ANNUAL HOURS	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT			
Driver	11		11	11	11	11		2515	18.50	\$ 46,527.50
Driver		11					11	1500	17.75	\$ 26,625
Supervisor										\$ 1,603.13
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
HOURS PER DAY										
HOURLY WAGE RATE FOR MECHANICS ASSIGNED TO THIS CONTRACT:										
MECHANIC(S)										
									Total Salaries	\$ 74,755.63
Mechanic(s) Hourly Rate								(1) Vacations, Sick Leave, Holiday		\$ 2,135.88
Mechanic(s) Hourly Rate								(2) Health Insurance		\$ -
Mechanic(s) Hourly Rate								(3) Payroll Taxes & Workers' Compensation		\$ 10,679.38
Mechanic(s) Hourly Rate								(4) Welfare and Pension		\$ -
Mechanic(s) Hourly Rate								Total Employee Benefits (1+2+3+4)		\$ 12,815.26
Mechanic(s) Hourly Rate								(5) Equipment Costs		\$ 12,815.25
Mechanic(s) Hourly Rate								(6) Service and Supply Costs		\$ 85,434.98
Comments/Notes:										
(7) General and Administrative Costs										
(8) Profit										
								Total Other Costs (5+6+7+8)	\$ 126,016.61	
TOTAL PRICE										
									\$ 213,587.50	

* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.
 ** Living Wage Rate shall be at the wage rates as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly Rates not in compliance may subject your proposal to rejection.
 *** Important: Hourly Rate listed must be the HIGHER of the two Living Wage Rates if the Contract Term spans across multiple Living Wage Rate years.
 Note: This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-3, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.
 The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the proposal.

Maurice Vanegas
 Name of Proposer

 Signature
 May 31, 2017
 Date

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

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

B. Definitions

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

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

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

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

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

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

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

Day. Calendar day(s) unless otherwise specified.

Direct Employee. Worker employed by Contractor under Contractor's State and Federal taxpayer identification.

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

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

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

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

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

Project Manager. The person or persons designated by the Contractor who meets the minimum number years of experience and shall have the responsibility to oversee the day-to-day operations of Service, and shall have full authority to act on behalf of the Contractor.

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

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

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

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

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

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

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

Vehicle Service Hours. The actual hours of revenue Service starting from the point of first pickup to the last drop-off based on hours as determined by County needed to provide Service described in Exhibit G, Service Route, Schedule, and Fare.

C. Headings

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

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

1. For any change which affects the Scope of Work, Contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor.
2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment or a change order to this Contract shall be prepared by Public Works and signed by the Contractor.
3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time, provided the aggregate of all such extensions during the life of this Contract shall not exceed 180 days.
4. For any change which does not materially affect the Scope of Work or any other term or condition included under this Contract, a change order shall be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it shall be approved by Public Works and signed by the Contractor and the County.

B. Assignment and Delegation

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. Any payments by County to any approved delegatee or assignee on any claim

under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the suspension or termination of this Contract. In the event of such a termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

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

D. Budget Reduction

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

E. Complaints

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

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.
2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.
4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.
6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

1. In the performance of this Contract, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
2. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures as determined

by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

G. Compliance with Civil Rights Laws

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

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.
2. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a

full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

3. Contractor shall inform all of its officers, employees, agents, and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. Conflict of Interest

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

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

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall

give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified, former County employees who are on a reemployment list during the life of this Contract.

K. Consideration of Hiring GAIN and GROW Participants

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

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

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

M. Contractor's Charitable Activities Compliance

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

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

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

O. County's Quality Assurance Plan

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

P. Damage to County Facilities, Buildings, or Grounds

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

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

Q. Employment Eligibility Verification

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

R. Facsimile Representations

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

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal

Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Force Majeure

1. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure events").
2. Notwithstanding the foregoing, a default by a Subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.
3. In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

U. Governing Laws, Jurisdiction, and Venue

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

V. Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

W. Nondiscrimination and Affirmative Action

1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
2. Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification (Form PW-7).
3. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.
7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has

violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.

8. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, County shall, at its sole option, be entitled to a sum of \$500 for each violation pursuant to California Civil Code, Section 1671, as liquidated damages in lieu of terminating or suspending this Contract.

X. Nonexclusivity

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

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

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

Z. Notice of Delays

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

AA. Notice of Disputes

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

BB. Notice to Employees Regarding the Federal Earned Income Credit

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

CC. Notices

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

Contracting Manager, Business Relations and Contracts Division
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

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

DD. Publicity

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

1. Contractor shall develop all publicity material in a professional manner.
2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of

County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.

3. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

EE. Public Records Act

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

FF. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written

permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may suspend or terminate for default or suspend this Contract.
3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.
4. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County Contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County Contracts. The Contractor further acknowledges that the

foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

GG. Recycled-Content Paper Products

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

HH. Contractor's Employee Criminal Background Investigation

Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation

County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

Disqualification of any member of Contractor's staff pursuant to this section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

II. Subcontracting

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

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

and successors in interest arising through services performed hereunder, notwithstanding County's consent to Subcontract.

7. Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Contractor shall ensure delivery of all such documents to Business Relations and Contracts Division, P.O. Box 1460, Alhambra, California 91802-1460, before any Subcontractor employee may perform any work hereunder.
8. Employee Leasing is prohibited.

JJ. Validity

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

KK. Waiver

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

LL. Warranty Against Contingent Fees

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

MM. Time Off for Voting

The Contractor shall notify its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code, Section 14000). Not less than ten days before every Statewide election, every Contractor and Subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

NN. Local Small Business Enterprise Utilization

When requested by the County, the Contractor shall provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using County-designated third party software system or to a County approved website, or other means of submitting expenditure information on subcontractors, including but not limited to the following information: the name, business address and telephone number/email address of each subcontractor.

In addition, the Contractor shall be required to provide each of the specified subcontractor Local Small Business Enterprise (SBE), Disabled Veterans Enterprise (DBVE), and Social Enterprise status (i.e., whether any of the listed subcontractors are Local SBE's) and the proposed monetary amount of the work the subcontractor will perform on each Notice to Proceed. At the time of submittal of each invoice, the Contractor shall indicate, via methods specified by the County, the actual dollar amounts paid to each listed subcontractor who performed work on the project. The subcontractor may be requested to confirm receipt of the actual payment to the subcontractor by the prime.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Section. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in Exhibit F, Performance Requirements Summary, and that the Contractor shall be liable to the County for said amount.

If in the judgment of the Director, or his/her designee, the Contractor is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in Exhibit F, Performance Requirements Summary, may deduct and withhold liquidated damages from County's final payment to the Contractor.

OO. Compliance with County's Zero Tolerance Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

SECTION 3

TERMINATIONS/SUSPENSIONS

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

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

B. Termination/Suspension for Convenience

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

end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County upon request and shall become the property of County.

C. Termination/Suspension for Default

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

Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

4. If, after County has given notice of termination or suspension under the provisions of this paragraph, it is determined by County that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination or suspension had been issued pursuant to this Exhibit's Termination/Suspension for Convenience.
5. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
6. As used herein, the terms "Subcontractor" and "Subcontractors" mean Subcontractor at any tier.

D. Termination/Suspension for Improper Consideration

1. County may, by written notice to Contractor, immediately suspend or terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, extension of this Contract, or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination or suspension, County shall be entitled to pursue those same remedies against Contractor as it could pursue in the event of default by Contractor.
2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
3. Among other items, such improper consideration may take the form of cash; discounts; services; the provision of travel, entertainment, or tangible gifts.

E. Termination/Suspension for Insolvency

1. County may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:
 - a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code.
 - b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code.
 - c. The appointment of a bankruptcy Receiver or Trustee for Contractor.
 - d. The execution by Contractor of a general assignment for the benefits of creditors.
2. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

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

G. Termination/Suspension for Nonappropriation of Funds

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

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

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

B. Cooperation

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

C. Cooperation and Collateral Work

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

D. Equipment, Labor, Supervision, and Materials

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

E. Gratuitous Work

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

F. Jobsite Safety

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

G. Labor

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

H. Labor Law Compliance

Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor including compliance with prevailing wage laws. The Contractor is responsible for selecting the classification of workers, which will be required to perform this service in accordance with the Contractor's method of performing the work and when applicable, is required to pay current prevailing wage rates adopted by the Director of the Department of Industrial Relations and will indemnify the County for any claims resulting from their failure to so comply. Contractor shall comply with Labor Code, Section 1777.5, with respect to the employment of apprentices.

I. Overtime

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

J. Permits/Licenses

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

K. Prohibition Against Use of Child Labor

1. Contractor shall:

- a. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment.
- b. Upon request by County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County.

- c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions.
 - d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.
2. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate suspension or termination of this Contract for default.

L. Public Convenience

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

M. Public Safety

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

N. Quality of Work

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

O. Quantities of Work

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

P. Safety Requirements

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

Q. Storage of Material and Equipment

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

R. Transportation

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

S. Work Area Controls

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

T. County Contract Database/CARD

The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a Contract term extension option.

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

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

B. Indemnification

Contractor shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Appointed Officers, Agents, Employees, and Volunteers ("County Indemnities"), from and against any and all liability including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnities. This indemnification also shall include any and all intellectual property liability, including copyright infringement and similar claims.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Appointed Officers, Agents, Employees, and Volunteers

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

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and paragraph F of this Section. These minimum insurance coverage terms, types, and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.
2. Evidence of Coverage and Notice to County: - A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
 - a. Renewal Certificates shall be provided to County not less than ten days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
 - b. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this

Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000, and list any County-required endorsement forms.

c. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a noncomplying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

d. Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Dept. of Public Works, Business Relations and Contracts Division
P.O. Box 1460
Alhambra, California 91802-1460
Attention of: Contract Analyst (noted in the RFP Notice)

e. Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third-party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

3. Additional Insured Status and Scope of Coverage - The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers and, when applicable, Los Angeles County Metro Transportation Authority (LACMTA), its Officers, Agents, and Employees shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers, and, when applicable, LACMTA, its Officers, Agents, and Employees additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection

also shall apply to the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers and, when applicable, LACMTA, its Officers, Agents, and Employees as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

4. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten days in advance of cancellation for nonpayment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
5. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.
6. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
7. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County-maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
8. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

9. Subcontractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, Volunteers, and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.
10. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
11. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following Contract expiration, termination, or cancellation.
12. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
13. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
14. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements, and captive insurance to satisfy the Required Insurance provisions. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers shall be designated as an Additional Covered Party under any approved program.

15. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

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

1. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, with limits of not less than:

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$4 million
Personal and Advertising Injury:	\$4 million
Each Occurrence:	\$4 million

2. Automobile Liability written on ISO policy form CA 00 01 or its equivalent. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto," in an amount as recommended by the Public Utilities Commission, but not less than the following (Can be met by a combination of primary and excess insurance coverage):
 - a. Seating capacity of 16 passengers or more (including driver), \$10 million.
 - b. Seating capacity of 15 passengers or less (including driver), \$5 million.
 - c. Taxicabs as defined by Vehicle Code Section 27908, a minimum of \$100,000 per person, \$1 million per occurrence, and \$50,000 property damage or a combined single limit of \$1 million.

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

3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor is a temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.

4. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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

B. Chapter 2.202 of the County Code

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

C. Nonresponsible Contractor

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

D. Contractor Hearing Board

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

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

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

E. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

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

B. Written Employee Jury Service Policy

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

"Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

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

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

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

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

B. Notice to Employees Regarding the Safely Surrendered Baby Law

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

SECTION 9

COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of County's ordinance entitled Living Wage 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 County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth in Form LW-3, Living Wage Rate Annual Adjustments, for the Employees' services provided to County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B under this Contract.
2. For purposes of this Section, "Contractor" includes any Subcontractor engaged by Contractor to perform services for County under this Contract. If Contractor uses any Subcontractor to perform services for 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 and a copy of the Living Wage Program shall be attached to the Subcontract. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time or part-time services to Contractor, which are provided to 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 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. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for the exception to the Living Wage 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. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for the exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.

5. For purposes of Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) with respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time; and 2) with respect to travel by an Employee between County facilities that are subject to two different Contracts between Contractor and County (of which both Contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

Contractor shall submit to County certified monitoring reports at a frequency instructed by 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 and the hourly wage rate paid for each of its Employees. All certified monitoring reports shall be submitted on forms provided by County, or any other form approved by County which contains the above information. County reserves the right to request any additional information it may deem necessary. If 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 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), Contractor shall immediately inform County of any pertinent facts known by Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of Contractor's Contract with County, but instead applies to any labor law/payroll violation or claim arising out of any of Contractor's operation in California.

E. County Auditing of Contractor Records

Upon a minimum of 24 hours' written notice, 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. Contractor is required to maintain all such records in California until the expiration of five years from the date of final payment under this Contract. Authorized agents of 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 posters and handouts into Spanish and any other language spoken by a significant number of Employees.

G. Enforcement and Remedies

If Contractor fails to comply with the requirements of this Section, County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to 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, 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, 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 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 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 County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until County has been provided with a properly prepared, complete, and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. Termination/Suspension: 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, suspend or terminate this Contract.
2. 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, 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, 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. County may withhold said amount until Contractor has satisfied 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 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 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. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

c. Termination/Suspension: 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, suspend or terminate this Contract.

3. Debarment: In the event Contractor breaches a requirement of this Section, 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, in accordance with Los Angeles County Code, Section 2.202, Determinations of Contractor Nonresponsibility and Contractor Debarment.

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 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 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 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 Living Wage Program to 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, suspend or terminate this Contract.

J. Contractor Standards

During the term of this 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 County, Contractor shall demonstrate to the satisfaction of 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 10

SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM

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

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

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 SE.

If Contractor has obtained County certification as a SE 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, Contractor shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded.
2. In addition to the amount described in subdivision (1), be assessed a penalty in the amount of not more than 10 percent of the amount of this Contract.
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

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

SECTION 11

LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM

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

SECTION 12

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX
REDUCTION PROGRAM

A. Defaulted Property Tax Reduction Program

This Contract is subject to the provisions of County's ordinance entitled Defaulted Property Tax Reduction Program ("Defaulted Tax Program") as codified in Sections 2.206 of the Los Angeles County Code (Exhibit E).

B. Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through any Contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code, Chapter 2.206.

C. Termination for Breach of Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in paragraph B, above, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code, Chapter 2.206.

SECTION 13

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program (DVBE), as codified in Chapter 2.211 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- D. If Contractor has obtained certification as a DVBE 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.
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. Notwithstanding any other remedies in this contract, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

SECTION 14

DISPLACED TRANSIT EMPLOYEE PROGRAM

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

The following provision applies if the Contractor declared that the Contractor is willing to retain employees of previous Contractor and signed PW-18, Displaced Transit Employee Declaration indicating that they will do so in their proposal.

- B. If the Contractor has declared in Form PW-18, Displaced Transit Employee Declaration that the Contractor will retain employees of the prior Contractor or Subcontractor for a period of not less than 90 days, the Contractor shall retain employees who have been employed by the prior Contractor or Subcontractors, except for reasonable and substantiated cause as specified in California Labor Code, Section 1072(c)(2). That cause is limited to the particular employee's performance or conduct while working under the prior Contract or the employee's failure of any controlled substances and alcohol test, physical examination, criminal background check required by law as a condition of employment, or other standard hiring qualification lawfully required by the Contractor and/or Subcontractor.
- C. In accordance with California Labor Code, Section 1072(c)(3), the Contractor shall make a written offer of employment to each employee to be rehired. That offer shall state the time within which the employee must accept that offer, but in no case less than ten days. California Labor Code 1072(c)(3) does not require the Contractor and/or Subcontractor to pay the same wages or offer the same benefits provided by the prior Contractor or Subcontractor.
- D. If, at any time, the Contractor or Subcontractor determines that fewer employees are required than were required under the prior Contract or Subcontract, the Contractor or Subcontractor shall retain qualified employees by seniority within the job classification. In determining those employees who are qualified, the Contractor or Subcontractor may require an employee to possess any license that is required by law to operate the equipment that the employee will operate as an employee of the Contractor or Subcontractor.

E. Termination for Breach

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



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2016)

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

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages 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 2016 are less than \$53,505 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 give an employee a Form W-2 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 you give an employee a substitute Form W-2, but it does not have the required information, you must notify

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2017.

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 download copies of the notice at www.irs.gov/formspubs. Or you can go to www.irs.gov/orderforms to order it.

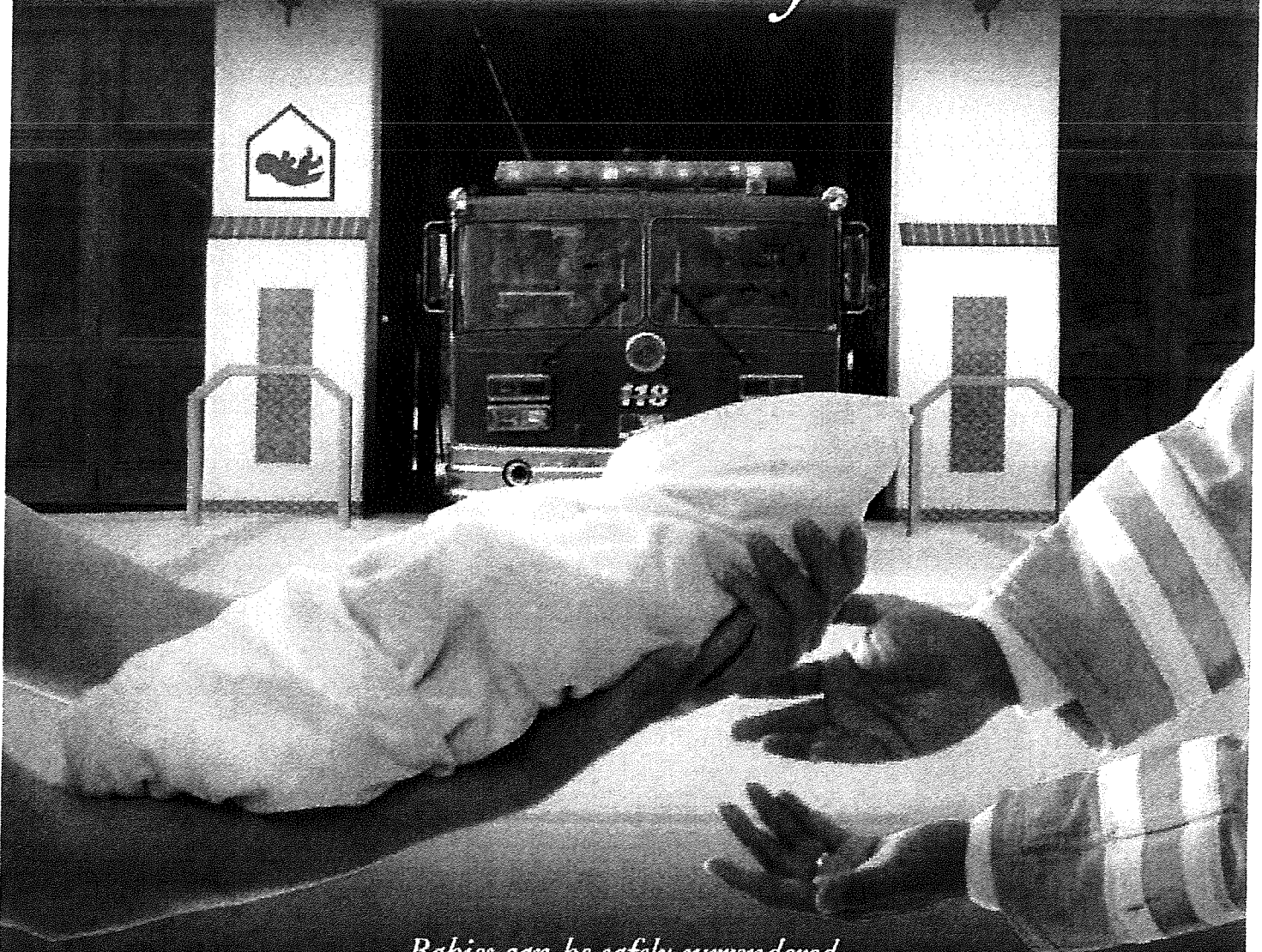
How Will My Employees Know If They Can Claim the EIC?

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

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2016 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2016 and owes no tax but is eligible for a credit of \$800, he or she must file a 2016 tax return to get the \$800 refund.

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What Is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign 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, staff 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 or other surrendering adult.

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

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

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

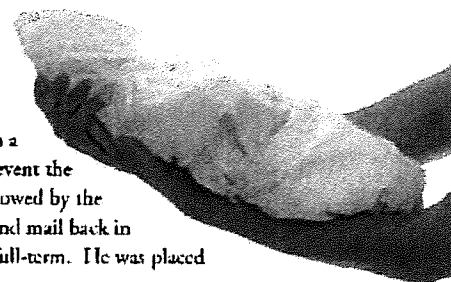
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

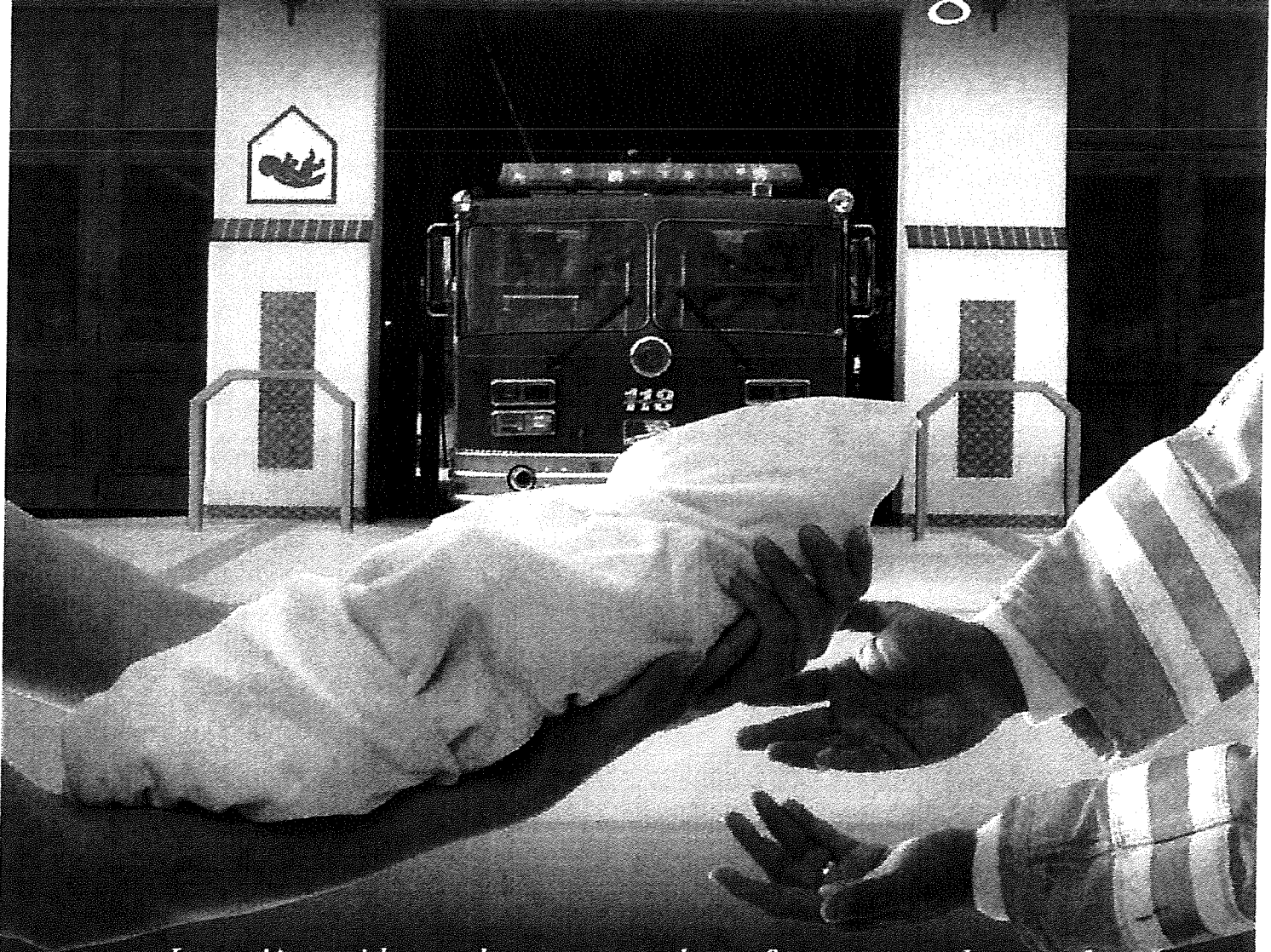
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Angeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿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 (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o 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 o el adulto que lo entregue recibirá un brazalete igual.

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

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

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen *custodia legal*.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

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

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baseros públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Chapter 2.206

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and Contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from Contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a Contract or agreement with the County.
- B. "County" shall mean the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the Contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax

obligation dispute pending before the Assessment Appeals Board.

- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended Contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and Contract language.

All solicitations and all new, renewed, extended, and/or amended Contracts shall contain language, which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded Contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new Contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing Contract, and failure to cure the breach within ten days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the Contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new Contract, or renewal, extension or amendment of an existing Contract with the County, that it is in compliance with

this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following Contracts:
1. Chief Executive Office delegated authority agreements under \$50,000;
 2. A Contract where Federal or State law or a condition of a Federal or State program mandates the use of a particular Contractor;
 3. A purchase made through a State or Federal Contract;
 4. A Contract where State or Federal monies are used to fund service-related programs including, but not limited to, voucher programs, foster care, or other social programs that provide immediate direct assistance;
 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement;
 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process;
 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National Contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and intermember with existing supplies, equipment, or systems maintained by the County pursuant to the Los Angeles Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision;

12. A nonagreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual Section P-0900 or a successor provision;
 14. Other Contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County Contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the Contract may do one or more of the following:
 1. Recommend to the Board of Supervisors the termination of the Contract; and/or,
 2. Pursuant to Chapter 2.202, seek the debarment of the Contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
A. CONTRACT ADMINISTRATION				
1. Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis there-after.	\$200 per day; work/contract; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Record Retention and Inspection/Audit Settlement	Maintain all required documents as specified in contract.	\$200 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Use of Subcontractor without prior Approval and/or Authorization.	Obtain County's written approval prior to subcontracting any work.	\$500 per occurrence; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. License and Certification	All license and certifications required to perform the work, if any.	\$200 per day; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Assignment and Delegation	Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County.	\$200 per day the County is not informed of this change; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
6. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$500 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
B. CONTRACTOR PERSONNEL				
1. Contractor's Employee Criminal Background Investigation	Prior to the start of the contract and continuation of the contract the contractor shall certify all employees who are in a designated sensitive position has passed a fingerprints background check submitted to the California Department of Justice to include State and local-level review, as required by the Contract. Employees who do not pass or is not certified shall be immediately removed.	\$100 per employee per day who is not certified as passing the background check.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Employees Well Oriented To Job	Employees must have thorough knowledge of facility and its needs.	\$50 per error resulting from lack of orientation; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Staffing	Staffing levels are equal or exceed contract requirements.	\$50 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
4. Uniform	Uniforms worn by all day time employees on the job.	\$50 per employee, per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Training program	Documented training of each employee.	\$250 per untrained employee.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Maintain Knowledge of Safety Requirements	Completion of training of all accepted standards for safe practices related to the work.	\$50 per employee, per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
C. SUPERVISORS/MANAGERS				
1. Change in Project Manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	\$50 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Respond to complaints, requests, and discrepancies.	Respond within the time frame outlined in the Contract.	\$50 per complaint not responded to within the time frame outlined in the specifications.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Makes Site Inspections	Facility and/or vehicles inspected each shift or as required by Contract.	\$50 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Competent Supervisory Staff	Responsiveness to complaints and requests; maintain good work records, and acceptable level of service.	\$200 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

EXHIBIT F

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
5. Provide Adequate Supervision and Training	Contract specifications met.	\$50 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Project Safety Official	Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices.	\$200 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

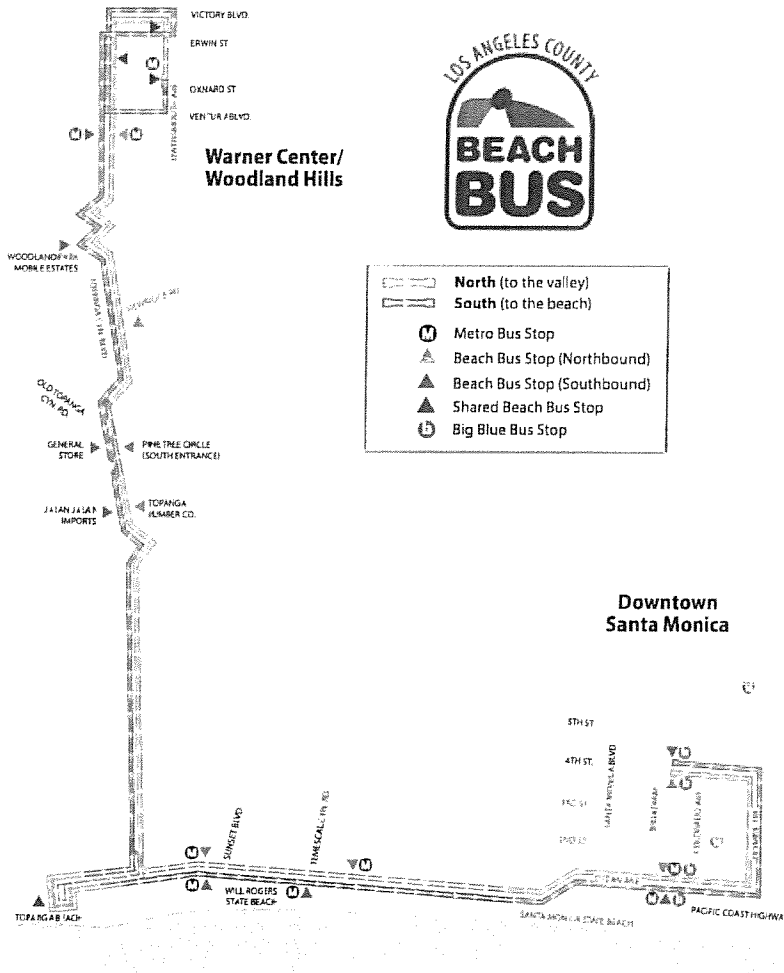
*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

Service Route, Schedule & Fare

Year-round | 7 Days a Week

Fare

All Children and Adults \$1.00
 Persons with Disabilities \$0.50
 Senior Citizens (60+)* \$0.50
**with proper identification*



Bus to Beaches

Owensmouth Ave./Oxnard St. (EB)	9:30 a.m.	1:00 p.m.	3:35 p.m.
Topanga Cyn. Blvd./Ventura Blvd. (EB)	9:39 a.m.	1:09 p.m.	3:44 p.m.
Viewridge Rd./Topanga Cyn. Blvd. (SB)	9:49 a.m.	1:19 p.m.	3:54 p.m.
General Store (parking lot)	9:59 a.m.	1:29 p.m.	4:04 p.m.
Topanga Beach (parking lot)	10:10 a.m.	1:40 p.m.	4:15 p.m.
Ocean Ave./Colorado Ave. (SB)	10:23 a.m.	1:53 p.m.	4:28 p.m.
Expo Line/4th St. (NB)	10:27 a.m.	1:57 p.m.	4:32 p.m.

Bus to Valley

Expo Line/4th St. (SB)	10:50 a.m.	2:20 p.m.	4:55 p.m.
Ocean Ave./Colorado Ave. (NB)	10:54 a.m.	2:24 p.m.	4:59 p.m.
Topanga Beach (parking lot)	11:10 a.m.	2:40 p.m.	5:15 p.m.
Pine Tree Circle (South Entrance)	11:17 a.m.	2:47 p.m.	5:22 p.m.
Viewridge Rd./Topanga Cyn. Blvd. (SB)	11:26 a.m.	2:56 p.m.	5:31 p.m.
Topanga Cyn. Blvd./Ventura Blvd. (WB)	11:36 a.m.	3:06 p.m.	5:41 p.m.
Owensmouth Ave./Oxnard St. (EB)	11:45 a.m.	3:15 p.m.	5:50 p.m.

Note: Times may vary depending on traffic

COUNTY-OWNED VEHICLE SPECIFICATIONS

*Specifications will be provided when vehicles are available for service.

MINIMUM REQUIRED CONTRACTOR VEHICLE SPECIFICATIONS

Section I

- Vehicle must not have reached its Altoona life
- 2011 or newer standard 25-foot Class 3 vehicle
- Propane (LPG) or Compressed Natural Gas (CNG)
- Minimum 14,000 pounds gross vehicle weight rating
- 7,000 pounds front axle gross axle weight rating
- 10,000 pounds rear axle gross axle weight rating
- Spring suspension front and rear (option for rear air)
- 159 to 178 inch wheelbase
- Four (4) Wheel Disc Brakes
- 20 passengers or 16 passengers with two (2) wheelchair positions
- Vertical stanchions throughout perimeter seating
- 86,000 British Thermal Unit passenger area air-conditioning system
- 24,500 British Thermal Unit driver area air-conditioning system
- 35,000 British Thermal Unit passenger area heater
- Passenger pull cord system
- Stop Requested sign
- Backup alarm
- Ricon Model S or K Series fully automatic wheelchair lift to include: manual backup, handrails, California brake interlock, lift pad kit, platform lighting, meeting all ADA requirements
- ADA-compliant securement system for two (2) wheelchair passengers
- 10 pounds ABC Fire Extinguisher, first aid kit, bodily fluid kit and tri-reflector kit
- Outside signage
- Farebox

Section II

- If Section I vehicle type is not available, then gasoline-powered cutaway vehicle may be used in substitution.
- 2011 or newer, standard 25-foot Class 3 vehicle
- 20 passengers or 16 passengers with two (2) wheelchair positions
- Minimum 14,000 pounds gross vehicle weight rating
- 159 to 178 inch wheelbase
- Four (4) Wheel Disc Brakes, 14.75' diameter
- 7,000 pounds front axle gross axle weight rating
- 10,000 pounds rear axle gross axle weight rating
- Spring suspension front and rear (option for rear air)
- Vertical stanchions throughout perimeter seating
- 86,000 British Thermal Unit passenger area air-conditioning system
- 24,500 British Thermal Unit driver area air-conditioning system

EXHIBIT I

- 35,000 British Thermal Unit passenger area heater
- Passenger pull cord system
- Stop Requested sign
- Backup alarm
- Ricon Model S or K Series fully automatic wheelchair lift to include: manual backup, handrails, California brake interlock, lift-pad kit, platform lighting, meeting all ADA requirement or Director-approved equal.
- ADA-compliant securement system for two (2) wheelchair passengers
- 10 pounds ABC Fire Extinguisher, first-aid kit, tri-reflector kit, and bodily fluid kit
- Outside signage
- Farebox

VEHICLE 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	

PREVENTIVE MAINTENANCE

INTRODUCTION

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

Routine preventive maintenance and servicing is required on all Service vehicles for this Service as recommended by their OEM. The Service provisions below represent the County's recommended preventive maintenance schedule. If OEM's preventive maintenance schedule is more stringent than the County's, the contractor shall follow the OEM's recommendations. If County's recommended preventive maintenance schedule is more stringent than the OEM's, the contractor shall verify with the County as to which recommended preventive maintenance frequency is acceptable prior to deviating from the County's recommendations. Adherence to a preventive maintenance schedule shall not be regarded as cause for deferred repairs. Nonsafety repairs may be scheduled and must be made within 1 week of being identified.

SECTION 1. SERVICE PROVISIONS

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

A. PMI Service Sequencing

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

EXHIBIT K

- 4. "B" service occurs every 24,000 vehicle miles or 8 months, whichever occurs first. "B" service occurs as part of every "C" service inspection.
- 5. "C" service occurs every 48,000 vehicle miles or every 16 months, whichever occurs first.
- 6. PMI service sequencing (repeats each 48,000 miles).

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

B. Inspections/PMI Services

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

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

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

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

EXHIBIT K

2. The contractor shall perform the PMI service level "I" in accordance with 13 California Code and Regulations Section 1234(f) and California Vehicle Code Section 34500. The inspection must be a matter of record. The "I" inspection is to be performed at least every seven (7) calendar days utilizing qualified and ASE certified maintenance personnel. PMI service level "I" shall include, but is not be limited to, the following:

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

Plus other additional items deemed appropriate.

EXHIBIT K

3. The contractor shall perform the PMI service level "J/A" in accordance with 13 California Code and Regulations Section 1232(b). The inspection must be a matter of record. The "J/A" inspections are to be performed simultaneously at least every thirty (30) calendar days. These services shall include, but are not limited to, the following items:
- Change engine oil.
 - Replace engine oil filter(s).
 - Check, adjust, and record engine idle speed.
 - Check engine throttle linkage operation.
 - Check transmission fluid level.
 - Pressure test radiator and radiator cap.
 - Check and record coolant percentage, protection, and condition.
 - Clean radiator of bugs and debris.
 - Check or inspect all hoses and lines for condition.
 - Inspect accessory and drive belts for condition.
 - Measure belt tensions and record.
 - Inspect and lubricate chassis, front and rear suspension components.
 - Inspect shock absorbers for damage or leaks.
 - Inspect suspension.
 - Lubricate front axle spindles.
 - Check and tighten spring axle bolts as necessary.
 - Check exhaust system for damage and/or leaks, and correct deficiencies.
 - Inspect steering box and steering box mounting.
 - Inspect and lubricate steering u-joints.
 - Check steering linkage for wear or damage.
 - Lube steering linkage.
 - Road test for steering and suspension condition.
 - Inspect brakes for operation.
 - Check brake fluid level or test air brake system.
 - Check disc brakes for wear and record percentage of remaining pad and/or lining.
 - Adjust brakes as necessary.
 - Inspect brake system for leaks, check air, or brake fluid levels.
 - Check and service slack adjusters (if equipped with air brakes).
 - Check and adjust parking brake, as needed.
 - If equipped with air brakes, check, clean, or replace air compressor filter.
 - Inspect and lubricate driveline and u-joints.

 - Check differential oil level.
 - Inspect vehicle safety devices and/or equipment.

EXHIBIT K

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

Plus other additional items deemed appropriate.

EXHIBIT K

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

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

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

Plus other additional items deemed appropriate.

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

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

Plus other additional items deemed appropriate.

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

EXHIBIT K

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

Plus other additional items deemed appropriate.

C. Services not Included

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

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

D. Parts not Included in PMI Service (Contractor Supplied)

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

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

- Dashboard and all indicator lamps
- Windshield wiper blades
- Mirrors
- Other consumables, except as covered by warranty

EXHIBIT K

- Fire extinguisher
- First aid kits
- Seatbelts, latches, Q-Straints, Torso pads, etc.
- Methane Detection Systems
- Vehicle Fire Suppression Systems (Alternatively-Fueled Vehicles)
- Wheelchair tie-down belt replacements
- Tires
- Cleaning materials

E. Parts Included

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

Engine: Engine oil filter(s)
 Air filter element
 Fuel filter element(s)
 Replacement oil
 Replacement coolant and filter(s)

Miscellaneous: Power steering fluid and filter(s)
 Brake fluid

Transmission: Transmission oil filter(s)
 Replacement oil

Differential: Replacement oil

Wheel Bearing: Grease seals and/or hubcaps
 Grease or oil

Antifreeze
Lubrication grease
Silicone
Battery(s)
Battery water (distilled)
Battery terminal spray/protectant
Windshield wipers and washer fluid

- Miscellaneous hoses/flex lines and washer that have a replacement requirement as part of the PMI Service schedule.
- Miscellaneous seals and gaskets that have a replacement requirement as part of the PMI Service schedule.
- Miscellaneous engine accessory drive belts as part of PMI Service schedule.

EXHIBIT K

- The following parts shall be provided by the contractor only as part of a PMI Service:
- Air Conditioning compressor lube oil and Freon Number R-134a refrigerant

SECTION 2. OIL ANALYSIS

A sample will be taken by the contractor utilizing personnel and sample-taking processes that have been approved by the Contract Manager. Within 1 business day of taking the sample, the sample must be delivered to a Contract Manager-approved analysis facility for processing according to the following schedule:

Engine Oil: Sample requirement is 1 week or 500 miles prior to each "J/A" service/inspection (each oil change).

Transmission Oil: Sample requirement is 1 week or 500 miles prior to each "B" inspection/service, not to exceed 24,000 miles between samplings.

The contractor shall inform the Contract Manager, at least seven (7) calendar days in advance of the engine oil and transmission oil sampling dates. At Contract Manager's option, County personnel may be on-site to observe the contractor's sampling procedures.

The contractor shall provide or shall cause to have provided to the Contract Manager a copy of each analysis generated within 1 business day after results of said analysis are known or returned to Contractor by the oil analysis vendor.

SECTION 3. RECORDS

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

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

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

SECTION 4. TRANSFER OF COUNTY VEHICLES

The following applies if there is a change of contractor and if there are County Service Vehicles:

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

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CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM

1. Substance Abuse Testing

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

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

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

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

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

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

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

EXHIBIT L

applicant shall require denial of the job application. Evidence of a blood alcohol level at the time of testing of greater than 0.04 percent (0.04%) shall likewise require denial of the job application. If contractor at any time during the period of this contract uses or contemplates usage of independent contractors' or subcontractors' employees to service or operate the Service vehicles, the individuals who would perform such functions under such contractual arrangement shall be tested in the fashion described hereinabove and shall be prohibited from performing said functions upon testing positive for controlled substance use or blood alcohol concentration in excess of 0.04 percent (0.04%).

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

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

The contractor shall make the necessary arrangements for and require substance abuse testing of all personnel, independent contractors' or subcontractors' employees servicing or operating a Service vehicle as to whom a report has been received from the public or from coworkers or supervisors as to involvement in a physical altercation, being verbally abusive or otherwise acting in a bizarre manner. The contractor shall make arrangements to provide for continued public transportation service prior to ordering the subject individual to report for drug testing, but shall make every effort to have the testing occur within 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 that are known, on occasion, to cause drowsiness, impairment of judgment, and/or impairment of physical coordination and activity. This classification of substance is intended to include among other things: antihistamines, tranquilizers, painkillers, mood elevators, and psychotropics.

EXHIBIT L

All persons testing positive for controlled substance abuse or showing blood-alcohol concentration in excess of 0.04 percent (0.04%) shall be immediately suspended from servicing or operating Service vehicles pending review pursuant to the review procedure set forth herein below. In the absence of an overruling of the suspension pursuant to the review procedure, the contractor shall permanently prohibit these individuals from servicing or operating Service vehicles pursuant to Exhibit A, Scope of Work.

All persons whose tests indicate a blood-alcohol concentration greater than 0.00 percent (0.00%) but less than 0.04 percent (0.04%) 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 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

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

Names of individuals shall be chosen for random testing on a schedule designed to test 25 percent (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 6 hour 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.

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

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

4. Double Testing

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

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

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

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

c. Institute A Review Procedure

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

An individual must request a review in writing and must deliver that request to any superior within two (2) business days of receipt of the

EXHIBIT L

notice of suspension or forfeit his right of review. The superior shall deliver the request to any Board member.

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

The Board shall decide upon the consequences of the substance testing set forth in Subsection 1.b above within 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 extenuating circumstances.

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

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

1. Confidentiality

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

2. Liability

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

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

Provider: _____ Reporting Period: _____

Agreement/Contract No.: _____ Project: _____

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

FAX to: (626) 979-5313

Mail to: Programs Development Division County of Los Angeles Department of Public Works, Transit Operations Section,
P.O. BOX 1460, Alhambra, Ca 91802

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

Prepared By: _____

Date: _____

TRANSIT SECURITY PLAN

**Refer to Pg. 37 of the Contractor's submitted proposal.*

DRIVER'S DAILY VEHICLE REPORT

BUS NO. _____ MILEAGE _____ DATE _____ ROUTE _____

OPEN HOOD & CHECK

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

ENTER BUS & CHECK

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

RECORD ODOMETER READING

- CHECK IF P.M. IS DUE SHORTLY

START ENGINE & CHECK!

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

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

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

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

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

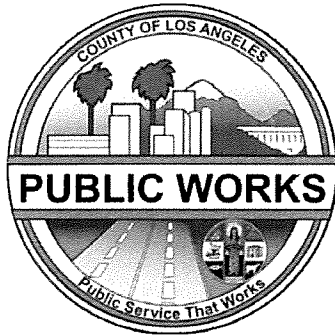
CONDITION OF THIS BUS IS:

- SATISFACTORY
- UNSATISFACTORY

REMARKS: _____

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

Topanga Canyon Beach
Shuttle Service
(2017-PA004)



TOPANGA CANYON
TO
LOCAL BEACHES
www.LAGoBus.info

Transit Systems Unlimited, Inc
8976 Laurel Canyon Blvd.
Sun Valley, CA 91352
818-504-7270

June 5th, 2017

Topanga Beach Bus Shuttle Service (2017-PA004) Formal Proposal

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Transit Systems Unlimited, Inc.

8976 Laurel Canyon Blvd.

Sun Valley 91352

Phone 818-504-7270

Fax 818-504-6403

Letter of Transmittal

June 5th, 2017

It is Transit Systems understanding that we must demonstrate the capacity, experience, and know-how to perform services for this contract. We understand that for this contract, we will provide all vehicles, including, buses, vehicle maintenance, and emergency response vehicles. We also understand that it is our sole responsibility to maintain and upkeep the vehicles so they are ready for service at any time.

It is understood that the service will be year round, making three round trips each day of service between the designated locations at the times and stops that have been described in Exhibit G. We understand that we need to have at least one other alternatively fueled shuttle bus or transit bus.

Transit Systems understands that the vehicles used for the contract will be in excellent condition and will be serviced and maintained each day. This includes, but not limited to, cleaning exterior and interior, and making sure the bus is mechanically suitable for daily operation. If that vehicle were not to be ready, we understand that we will provide a backup vehicle from our fleet.

We understand there needs to be a 24hour contact line, which we already have in place. It is operated by Mr. Maurice Vanegas and Mr. Bill Knapp. We also understand all the demands, requests, and expectations in the RFP mus and will be fulfilled by Transit Systems. We also understand that the route has a one year term and three potential additional one year renewal options and we shall bill monthly for services provided.

We shall operate the service subject to the provisions and requirements of the Contractor's Scope of Work (Exhibit A). The contractor shall do all things, including, but not limited to, providing executive and administrative management; employing and supervising of all personnel, which includes supervisors, vehicle operators, dispatchers, mechanics, and other maintenance personnel; operations training and safety programs;

We shall operate the service subject to the provisions and requirements of the Contractor's Scope of Work (Exhibit A). The contractor shall do all things, including, but not limited to, providing executive and administrative management; employing and supervising of all personnel, which includes supervisors, vehicle operators, dispatchers, mechanics, and other maintenance personnel; operations training and safety programs; maintaining and repairing service vehicles and equipment; assisting in public relations and promotions; preparing reports and analysis of finances and other matters; clerical, statistical, and bookkeeping services; and providing all service vehicle operators, facilities, equipment, parts, and supplies required in the operation of service.

The people authorized to make representations for Transit Systems Unlimited, Inc. are Maurice Vanegas, Bill Knapp, Danny Elliott, Lana Durets, and Stephanie Dionisio.

Title	Name	Address	Phone Number
President	Maurice Vanegas	8976 Laurel Canyon Blvd., Sun Valley, CA 91352	818-504-7270
Vice President	Bill Knapp	8976 Laurel Canyon Blvd., Sun Valley, CA 91352	818-254-5520
Operations Manager	Danny Elliott	8976 Laurel Canyon Blvd., Sun Valley, CA 91352	818-535-0667
Office Manager/Accounts P/R	Lana Durets	8976 Laurel Canyon Blvd., Sun Valley, CA 91352	818-504-7270
Operations Manager	Stephanie Dionisio	8976 Laurel Canyon Blvd., Sun Valley, CA 91352	818-504-7270

Sincerely,



Maurice Vanegas
President of Transit Systems

Supporting Documents

Alex Padilla
California Secretary of State

Business Search - Entity Detail

The California Business Search is updated daily and reflects work processed through Wednesday, May 31, 2017. Please refer to document [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.

C1496192 TRANSIT SYSTEMS UNLTD., INC.

Registration Date:	04/24/1991
Jurisdiction:	CALIFORNIA
Entity Type:	DOMESTIC STOCK
Status:	ACTIVE
Agent for Service of Process:	MAURICE VANEGAS 8976 LAUREL CANYON BLVD SUN VALLEY CA 91352
Entity Address:	8976 LAUREL CANYON BLVD SUN VALLEY CA 91352
Entity Mailing Address:	8976 LAUREL CANYON BLVD SUN VALLEY CA 91352

A Statement of Information is due EVERY year beginning five months before and through the end of April

Document Type	 File Date	 PDF
SI-NO CHANGE	02/14/2017	
SI-COMPLETE	08/18/2015	
REGISTRATION	04/24/1991	Image unavailable. Please request paper copy

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- If the image is not available online, for information on ordering a copy refer to [Information Requests](#).
- For information on ordering certificates, status reports, certified copies of documents and copies of documents not currently available in the Business Search or to request a more extensive search for records, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Frequently Asked Questions](#).

[Modify Search](#)

[New Search](#)

[Back to Search Results](#)



**State of California
Secretary of State**

140

S

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

FILED
Secretary of State
State of California

AUG 18 2015

1. CORPORATE NAME

Transit Systems Unltd., Inc.

2. CALIFORNIA CORPORATE NUMBER

01496192

NE

This Space for Filing Use Only

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
8976 Laurel Canyon Blvd.	Sun Valley	Ca.	91352
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
		CA	
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added, however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
Maurice Vanegas	8976 Laurel Canyon Blvd.	Sun Valley	Ca.	91352
8. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
Maurice Vanegas	8976 Laurel Canyon Blvd.	Sun Valley	Ca.	91352
9. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
Bill Knapp	8976 Laurel Canyon Blvd.	Sun Valley	Ca.	91352

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME	ADDRESS	CITY	STATE	ZIP CODE
Maurice Vanegas	8976 Laurel Canyon Blvd.	Sun Valley	Ca.	91352
11. NAME	ADDRESS	CITY	STATE	ZIP CODE
12. NAME	ADDRESS	CITY	STATE	ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS
Maurice Vanegas 8976 Laurel Canyon Blvd. Sun Valley Ca. 91352

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE
CA

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
Charter Bus Services

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT

8/13/15
DATE

Maurice Vanegas
TYPEPRINT NAME OF PERSON COMPLETING FORM

President
TITLE

Maurice Vanegas
SIGNATURE



**State of California
Secretary of State**

S

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

FJ86347

FILED

In the office of the Secretary of State
of the State of California

FEB-14 2017

This Space for Filing Use Only

1. CORPORATE NAME

TRANSIT SYSTEMS UNLTD., INC.

2. CALIFORNIA CORPORATE NUMBER

C1496192

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to **Item 17**

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE CITY STATE ZIP CODE

5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE, IN CALIFORNIA, IF ANY CITY STATE ZIP CODE

6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4 CITY STATE ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/ ADDRESS CITY STATE ZIP CODE

8. SECRETARY ADDRESS CITY STATE ZIP CODE

9. CHIEF FINANCIAL OFFICER/ ADDRESS CITY STATE ZIP CODE

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME ADDRESS CITY STATE ZIP CODE

11. NAME ADDRESS CITY STATE ZIP CODE

12. NAME ADDRESS CITY STATE ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT

02/14/2017 MAURICE VANEGAS PRESIDENT
DATE TYPE/PRINT NAME OF PERSON COMPLETING FORM TITLE SIGNATURE

Experience

Transit Systems Unlimited, Inc.

8976 Laurel Canyon Blvd.

Sun Valley 91352

Phone 818-504-7270

Fax 818-504-6403

Experience

I, Maurice Vanegas, am the proposer for Transit Systems Unlimited, Inc., and will be the Project Manager and Maintenance manager for the Topanga Canyon Beach Bus Contract (2017-PA004) if awarded. I have been the President of Transit Systems since 1991. My backgrounds with transportation dates back to 1986 when I was the Assistant Park and Ride Manager at the Hollywood Bowl. I was responsible for overseeing the scheduling of over one hundred buses on a daily basis. From that experience, Transit Systems originated in 1991 and has been involved in the bus business until the present day.

I also have maintenance experience from an engineering degree I obtained from UCLA in 1993. I also have gained more experience from my Truck and Bus Repair Company that I operate; American Fleet Services. I have operated this since 1993 shortly after I opened my bus company. I have been the key figure in dealing with the California Highway Patrol annual terminal inspections. I am currently ASE certified and will further my education and plan to be compliant with the terms of the contract.

The best part of experience that Transit Systems has is that we are the current contract holders for the County of Los Angeles Public Works for Lines 1-6. This past summer, we operated the Altadena, Antelope Valley, Charter oak, East LA, La Crescenta, and Santa Clarita. We have worked on the County's Beach Bus program since the Summer of 2003.

Our company is a private bus company that services include shuttles, after school bus trips, employee shuttles and other charter trips. We have worked with many schools for charter trips and also worked with the LADOT, LADPW and Parks and Recreations on such things as the Beach Bus, Charter Bus Program, Hollywood Bowl, and Griffith Park Observatory.

For example, one contract we have that gives us a lot of experience is the Hollywood Bowl; which we have done for the past 20 plus years. For this contract, we operate 30 buses or more all at one time for an eight-hour minimum. At the Hollywood Bowl, on an average night, we may transport as many as 3,000 people.

and show up on time. We also know from experience that we have to give the proper traveling time because we do not use traffic as an excuse for being late.

At Transit Systems, we have over 15 CNG, 2 Door, 40 foot Transit Buses, as well as 12 40-45 foot Diesel Coach Buses and over 10 CNG 25 foot Mini Buses in which at least half of them are ADA compliant. Having this equipment meets and exceeds the requirements outlined in Part I, Section 1.B, Minimum Mandatory Requirements.

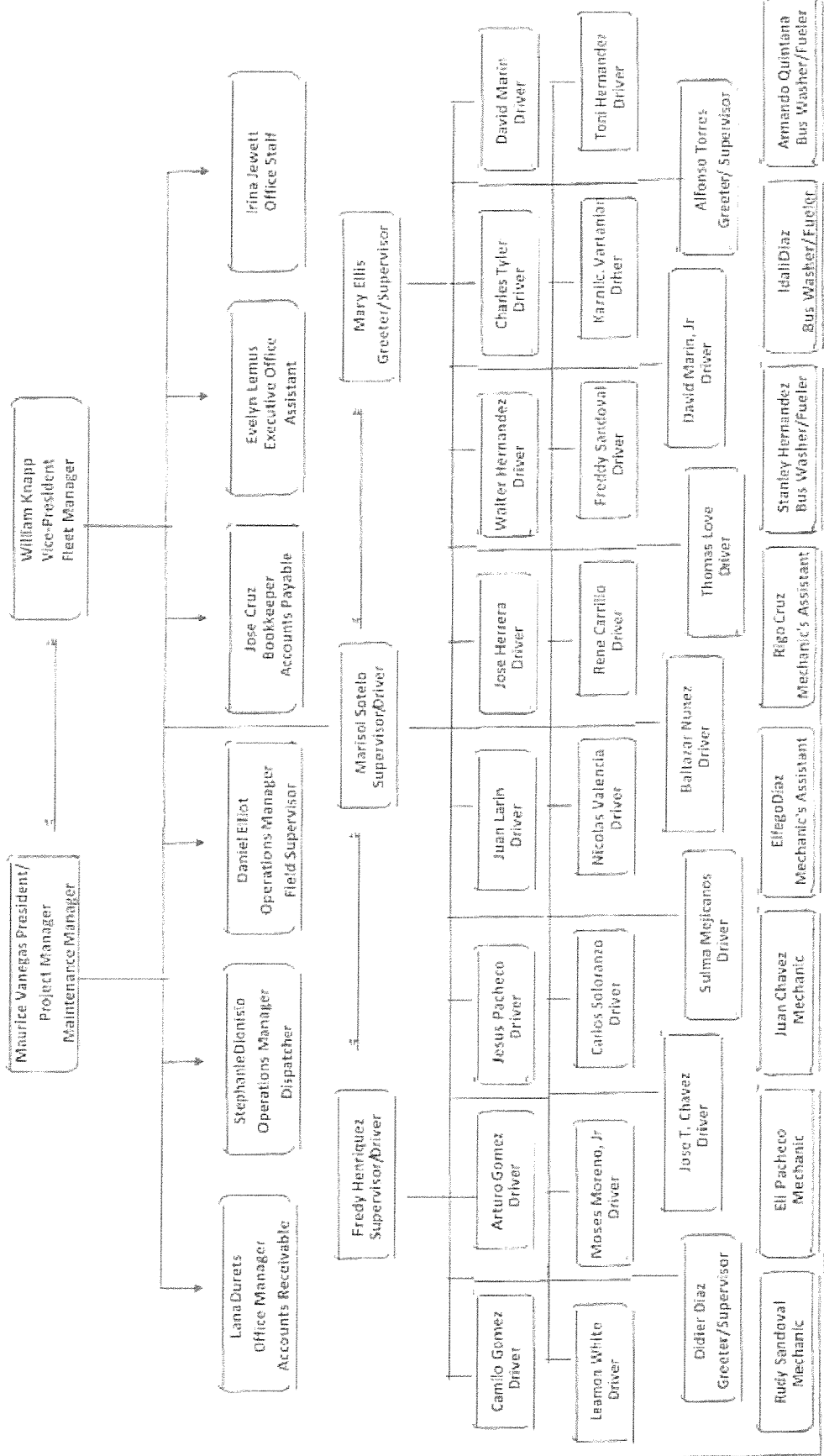
Staffing Plan

Most of our employees have been at Transit Systems for some time now. Some of our drivers are still the original drivers from when the company first opened. They have been here 20 plus years for Transit Systems and we have been here for most of them. Most of our management staff and supervisors have been here for a long period of time as well.

These are the key employees for this contract, plus many more that aren't mentioned will make this contract possible. Each person has gained quality experience by working for Transit Systems and participating in the Beach Bus, Hollywood Bowl, LACDPW and LADOT Charter Bus Program contracts as a driver, supervisor, or dispatcher.

- ✦ **Maurice Vanegas:** President, Operations Manager, Maintenance Manager, Hiring, Dispatch, and 24hr Contact (26 years)
- ✦ **Bill Knapp:** Vice-President, Fleet Manager, and On Site Supervisor (23 years)
- ✦ **Danny Elliott:** Operations Manager, Field Supervisor (11 years)
- ✦ **Ely Pacheco:** Head Mechanic (15 years)
- ✦ **Lana Durets:** Office Manager, Field Supervisor, 24hr Contact (10 years)
- ✦ **Stephanie Dionisio:** Operations Manager, Field Supervisor (11 years)

Transit Systems Inc.



Maurice Vanegas



Objective: To live everyday with energy and use this energy to make those around me better.

Education: Bachelor of Science, Civil Engineering, Winter 1992
University of California, Los Angeles

Course Work: Hazardous Waste and Management
Air Pollution Control Soil Mechanics
Soils & Foundations Hydrology
Tall Building Design Water Resources
Steel Design Structural Mechanics
Structural Analysis Concrete Design

Experience: January 1991 to Present
Transit Systems Unlimited, Inc. – President
♦ To acquire contracts
♦ To supervise employees
♦ To acquire funding for investments/improvements
♦ To provide better service than the competition

January 1993 to Present
American Fleet Services – Owner
♦ To give estimates on repair work
♦ To acquire new customers
♦ To provide better service than the competition

September 1999 to Present
Socecorev LLC – Managing Member
♦ To make real estate investments
♦ To reinvest proceeds

January 2004 to Present
West Chimes Place LLC – Managing Member
♦ To manage cash flow
♦ To manage rental units and advertise
♦ To analyze Baton Rouge area and make further investments

ACTIVITIES: Running – Marathon Finisher 1995 to 2004
Basketball – City Adult Leagues

SKILLS: Bilingual, Word, Excel, Front Page, Quickbooks Pro, Acrobat, Making Biodiesel

HONORS: San Fernando Valley Business Journal 40 under 40 2004 and 2002
San Fernando Valley Business Journal 25 Business Leaders 2000
Pacific Telesis Award 1987-1990
Dean's List Fall 1987

Bill Knapp



Objective: To be the best at my job. I love the transportation business and I get great satisfaction when the people I transport have a smooth trip. I am amazed how fast the transportation business is changing because of the technology available and I want to be a part in making Transit Systems a company that takes this new technology and adds it to the package of transporting clients.

Education: High School Diploma, 1974, St. Louis High School
S.P.A.B. Certificate State of California

Job Experience: Vibra-Finish Company – 1979-2004
Operated heavy-duty truck delivering material for the company. Planned routes and delivery quantities. Operated forklift and trained other employees to operate forklift. Toward the end of my employment, I supervised all the employees and ran the fabrication of the product.

Transit Systems – 1995 – Present
Licensed to operate transit buses, luxury coach buses, and shuttle buses. I am responsible for sales. I am responsible for the training of employees. I am responsible for the appearance of the fleet. I am responsible for the mechanical aspect of the fleet.

Skills: Excel, Microsoft Word, Internet Explorer,
Mountain Driving
Operator of Forklifts

Hobbies: Music, Horse Racing, Speed Walking

Daniel Charles Elliott

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
Class B Commercial Drivers License
P & N Endorsements with Manual Transmission
Valid School Pupil Activity Bus (SPAB) Certificate

OBJECTIVE: To utilize my Supervisory/Management skills
In obtaining a position commensurate with my abilities
And experience.

EDUCATION: North Torrance High School - Torrance, CA
College Prep/Diploma 2006

Southern California Regional Occupational Center- Torrance, CA
R&R Transmissions and Brakes 2005 - 2006

EMPLOYMENT: Transit Systems Unlimited, Inc. Sun Valley, CA 2006-Present
Position: Greeter, Bus Operator, Supervisor, Dispatcher, Operations Manager
Responsibilities: Operated buses for shuttles, charters and on routes. Worked
As a field supervisor and dispatcher in charge of over 50 buses and 50 Drivers.
Currently working as the Operations Manager at Transit Systems South LA Lot

Dreamliner Bus Leasing and Service Perris, CA 2003-2006
Position: Owners Assistant and Service Attendant
Responsibilities: Cleaning, fueling, maintenance, body work and painting of
buses. Going to auctions inspecting, bidding and purchasing used buses.
Buying, selling and leasing buses throughout the U.S. and Mexico.

SKILLS: Knowledge to operate School Buses, Mini Buses, Transit Buses, Articulated
Buses & Coach Buses with Air Brakes varying from 25 feet to 60 feet in length

Can Transport School Children with my School Pupil Activity Bus Certificate
(SPAB Certificate obtained February 8th, 2006)

Knowledge to troubleshoot and work on Diesel & CNG buses.

Knowledge to drive in the mountains and snow including putting on chains.

Knowledge to operate a manual transmission coach or school bus.

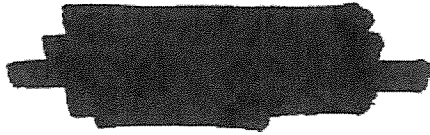
Knowledge to read map books and navigate with ease in Southern California

Knowledge to drive long distance and cross country in a Coach Bus.

Knowledge to buy, repair and sell buses.

Knowledge to run a Transportation Company including invoicing, dispatching,
Supervising, account collections, and many other related items.

Stephanie J. Dionisio



OBJECTIVE

To work in the growing organization where the perfect blend of my experience and enhanced skills can help in maximizing the profit of the company. I have strong communication and interpersonal skills which will help in the progress of the organization.

- Managing day to day tasks and completing the paperwork.
- Performing office duties related to maintaining records, files, orders etc.
- Assisting the staff and customers.
- Answering the calls and responding to the grievances.

WORK EXPERIENCE

Office Manager

11/2006 – Present, Transit Systems Unlimited, Inc., Sun Valley, CA

- Received "exemplary" and "exceeds expectations" ratings on all performance reviews.
- Cited for excellence in interpersonal communications, teamwork, customer service, flexibility and reliability.
- Demonstrated the ability to interact with customers from diverse cultures and backgrounds.
- Transformed "difficult" customers into loyal, repeat guests by leveraging strengths in premium service delivery and ability to find win-win resolutions.
- Commended for multitasking abilities

Cashier

6/1999 - 9/2006, L.A. Philharmonic, Los Angeles, CA

- Accurately managed cash for the events at the Hollywood Bowl.
- Handled customer inquiries and solved problems.
- Dealt with a diverse customer population.
- Enthusiastic and cooperative.

SKILLS

- MS Word
- MS Excel
- MS Outlook

ADDITIONAL INFORMATION

Available for all shifts, extended hours and weekend assignments.

Lana Durets

OBJECTIVE

Office Manager/ Business Administration Position with or without Supervision

EXPERIENCE

2009 – PRESENT: Notary Public, Comm #1864886

2007 – PRESENT: Transit Systems Unlimited, Inc
Office Manager/ Sales Representative

1. Receiving and Processing Requests for Transportation Needs
2. Maintaining Daily Updates on Requests
3. Submitting individual and summary Invoices for Payments

2004 – 2007: Robinson's May/ Macy's – Topanga Mall
Customer Service/ Merchandising Specialist Men's Department

1. Customer Service on the phone and on the floor
2. Merchandising
3. Signing and Pricing

2003 – 2004: Ralph's - Devonshire
Service Deli Associate/ Cashier

1. Daily Food Preparation and Keeping Food Maintenance Log
2. Display Set-up
3. Handling Payment Transactions

2001 – 2003: Russian House Restaurant – Granada Hills
Manager Assistance/ Server's Supervisor

1. Suggesting, Accepting and Verify Party Orders for 20 – 175 people
2. Maintaining Employees' Schedule
3. Greeting and Approach On Party Days/ Customer's Payments

SKILLS

Strong Customer Relations Skills: face-to-face, phone
Trained to Resolve Customers' Complaints with Positive Attitude
Ability to Maintain High Number of Reservations in Order
Computer Skills: Windows, QuickBooks, Microsoft Office (Excel, Word, PowerPoint, Adobe PDF)

EDUCATION

2009	Notary Public School	Notary Public, CA Comm #1864886
2005-present	LAngeles Pierce/ Valley Colleges:	184 units
1998-2000	Radio-Tech University, Minsk:	2 years Radio Tech Classes
1996-1998	College #26, Odessa, Ukraine:	College Diploma
1984-1996	Ratomska HS, Minsk, Belarus:	HS Diploma

Work Plan

Work Plan

A. SERVICE PROJECT PLAN, STAFFING/MAINTENANCE AND GENERAL OVERVIEW

It is Transit Systems goal to provide excellent on time performance and outstanding bus service for the Topanga Beach Bus Shuttle. This goal will be achieved by having the right operation plan, working staff, well maintained equipment and storage facilities and being ADA friendly/compliant.

The Equipment we plan to use will always be CNG Fueled Buses. We will only use the CNG. In the event of needing to add buses, Transit Systems is always prepared by having extra buses ready and drivers on stand-by that can be ready and in the field in less than 45 minutes.

Our plan is to have the same staff running the operations. Transit Systems will be using the same office staff and field supervisors as in the past when we operated the Beach Bus. We will be using the same drivers and keep them assigned to the same line so that they will have a clear understanding of the route, stops, and what to do. The drivers will have incentives to be at work and on time. The drivers will be paid an 8 hour minimum each day they work and if they go over, they will be paid an overtime rate of time and a half. The driver's time will start 2 hours before the pick up and, when they are at the yard, will end 30 minutes after they return to the yard to allow time for paperwork and post trip bus inspections. It will be helpful using the same drivers as in the past because they are already familiar with the stops, routes, procedures, and most importantly, the regular passengers that ride the Topanga Beach Bus Shuttle Line.

In our work plan, Transit Systems will have the bus already ready before the bus operator gets to the yard. The bus will be inspected and free of any major defects, cleaned inside and out, fueled and ready to go. The operator will be paid to arrive early to allow time for a bus inspection and proper traveling time so that the bus will arrive to the location ahead of time to load and depart on time. In the past, Transit Systems has always been early and this has been a helpful tool in foreseeing heavy ridership and making it possible to add buses due to high ridership numbers. In the past, when a driver arrives early and he sees an overload of people for his bus, the operator call our office and then we call the County for approval to deadhead a bus for the extra passengers. By being early and foreseeing this, the wait time for the excess passengers has been greatly minimized.

Key employees will be:

- * Maurice Vanegas President, Contract and Operations manager, Maintenance Manager, Hiring, Dispatch, Training, and 24 Hour Contact
- * Bill Knapp Vice President, Assistant Operations Manager, Fleet Manager 24 Hour Contact, Training
- * Stephanie Dionisio Operations Manager, Dispatch, Scheduling, 24 Hour Contact, Data Manager
- * Danny Elliott Operations Manager, Field Supervisor, Training
- * Jose Cruz Bookkeeping
- * Lana Durets Office Manager, Bookkeeping, A/P, A/R, 24 Hour Contact, Data Manager
- * Nick Valencia Field Supervisor, Driver
- * Marisol Sotelo Road Supervisor dedicated only to Beach Bus Contract
- * _____ Mechanics
- * _____ Vehicle Operators
- * _____ Service Attendants (Bus Washing/Fueling)

Formal training must first take place, done by Danny Elliott, Bill Knapp, or Maurice Vanegas. The operator and other supervisors will take dry runs on the route before it starts to get a clear understanding of the route, travel time, rules and regulations, procedures, and what is to be expected of each person. Stephanie and Danny will be doing the dispatching and run the operations with assistance from the supervisors. The fleet and mechanics will be overseen by Maurice Vanegas and Bill Knapp. The schedule adherence will be checked frequently by the field supervisors. The supervisors will have company vehicles provided to them to perform road supervision and two-way radios so they are in contact with the bus at all times. Maurice Vanegas and Lana Durets will handle all the complaints immediately to assure that there are no delays in service, breach of contract, or any other wrong doings by Transit Systems. There will be a 24-Hour contact line available at 818-504-7270 for bus dispatch, emergencies, or general contact for drivers and LA County Employees.

Equipment supply will not be a problem at Transit Systems. We operate a fleet of over 15 Cutaway Mini Buses. If there is a problem with any bus, and for any reason it cannot make roll out that day, a replacement bus will not be a problem. A bus can be sent on a

road call or replace a bus at any time from our yard in Sun Valley, CA, or our storage yard in Los Angeles or Hollywood, CA. Spare ADA accessible buses will be available at all times.

The buses that will be used for the Topanga Beach Bus Shuttle will be stored at 8976 Laurel Canyon Blvd., Sun Valley, CA 91352. This yard is capable of accommodating 40 buses and is fully operational with a fueling system, work are, wash are, and service ramp to provide access to work under the bus. There is storage for all the tools used by the mechanics, spare parts, cleaning supplies, and any other item needed for successful operation and up-keep. In our yard, there is a two-story office building with workspace, state of the art computers, data entry system, drug testing data programs, and 45-Day Inspection Programs. There is plenty of space to store all the records. We store all driver records, driver hours of service, and proficiency records. We also store all maintenance records including 45-Day Inspections, maintenance, lubrication/PM Service, and repair records. We are audited and annually inspected by the California Highway Patrol. Large portions of our buses are SPAB certified and, to the highest standards, have passed our CHP safety inspection each year. Also, a large number of our drivers are SPAB certified by the CHP and go through training classes by a state certified instructor. All SPAB operators undergo a 10 hour training minimum once a year by said state certified instructor. Each of our buses goes through inspection at most every 45 days. In doing all the servicing for the buses, we accumulate a lot of waste oils which are hauled away immediately by an oil collection company.

Of one of our buses breaks down or another bus is requested by the county, we will always be able to provide another bus within 30 minutes. We always have a bus ready to go at any given time, and always have staff on hand to operate it. Whether it is a driver on call, driver in the yard, supervisor, mechanic, or manager, there will always be personnel trained and qualified to drive the bus to respond. If any issues over occur, we also have mechanics on duty and have emergency response vehicles equipped with air, fuel, fluids, and tools for the bus.

Contractor Conduct

Transit Systems knows that there are many road conditions that affect travel times. Knowing this, we plan ahead and are prepared for the adverse conditions so that we keep an on time schedule. Our buses will be clean inside and out prior to the trips so that the bus will be at the required location on time. We understand that we need a good on-time performance, clean buses, and no complaints to remain with the contract. Having violated any of these sections could end our contract.

Customer Service

Customer service is a high priority for us at Transit Systems. All of our drivers are professionals, dressed in a clean uniform (Transit Systems issued polo shirt and khaki pants), punctual, and knowledgeable about the alternate routes in the event of an emergency or accident.

B. COMMUNICATIONS EQUIPMENT

All Transit Systems drivers are assigned Nextel Two-Way Radios that will work on a direct connect or as a cell phone. There will be contact between drivers and dispatch at all times using either the phone line or two-way direct connect. Drivers, Supervisors, Managers, and Mechanics all have the two-way radios. Managers and supervisors have an extra smart phone provided by Transit Systems to be able to use GPS Navigation, email, text, send pictures, and view/transfer data to and from the office remotely. All buses are equipped with a GPS tracking device which enables us to view the buses live location, speed, and past history of the route taken via smart phones or computers.

Transit Systems maintains a public website and an internal company website to allow easy access to information to both, the public and staff. Transit Systems has and will maintain internet service and email service throughout the length of the contract.

Transit Systems can be reached 24 hours a day, 7 days a week at 818-504-7270. This line will always be answered by an office staff member at any and all times. The person answering the phones will always be the project manager or another manager that is able to assist with any questions, changes, or concerns.

Scheduling is not a problem for us at Transit Systems. We have a 24 hour dispatch systems with standby operators for any last minute or emergency trips. All of our drivers know what to do and are in close contact with our dispatchers. When scheduling buses, you call the Transit Systems office at 818-504-7270 and speak to Maurice of Lana. From there, it goes down to our scheduling office where drivers and buses are assigned to the trips by Stephanie or Danny. A copy of the invoice for the trip is sent to the firms fax or email to confirm all the details. From there, the buses and the driver arrive on time, clean, and ready to go.

C. STORAGE AND MAINTENANCE FACILITIES

All Transit Systems buses assigned to the Topanga Beach Bus Shuttle service will be stored at 8976 Laurel Canyon Blvd., Sun Valley, CA 91352.

Transit Systems understands the importance of regular bus maintenance. We are a large bus company with about 60 buses. We do regular and preventative maintenance on all buses, including 45 Day Inspections and Annual CHP Safety and Maintenance Inspections. We always keep our buses clean and good looking.

Each bus is on a 45-day or 3,000 mile service plan. Every 45 days or 3,000, which ever comes first, service will be provided to the Topanga Beach Bus Shuttle bus. The bus will undergo a preventative maintenance check, service, and any necessary repairs will be made.

We have mechanics on duty full time at our yard in Sun Valley. We have a service ramp which allows the mechanic to do engine oil changes, lubrication, and check underneath the bus for brakes, leaks, or any other repairs that might be needed.

We have a full time cleaning staff on duty to assure that the bus is properly cleaned inside and out. Prior to the drivers' arrival, the bus will be swept, mopped, as well as interior scented with the extra tire shine to add a fresh smell and good look to the unit. We understand that it is Transit Systems sole responsibility to cover the cost of maintenance and cleaning supplies.

All buses used for the Topanga Beach Bus Shuttle Service will have working A/C and heaters. Spare parts are always stored on site at our Sun Valley yard inside our designated storage containers in case we need to make necessary repairs to the ventilation system.

All buses undergo a pre-trip and post-trip inspection each day. Records of these inspections are saved with one copy inside the bus and one copy inside the office.

In the event of a break down, mechanics and a spare bus will be dispatched immediately. The response to an In-Service Breakdown will not exceed 30 minutes to any location.

All buses will have proper signage with graphics to show the bus route, line, location, and destination. Signs will be clearly posted in the window of each bus. Transit Systems plans on using the signs provided and approved by the LA County.

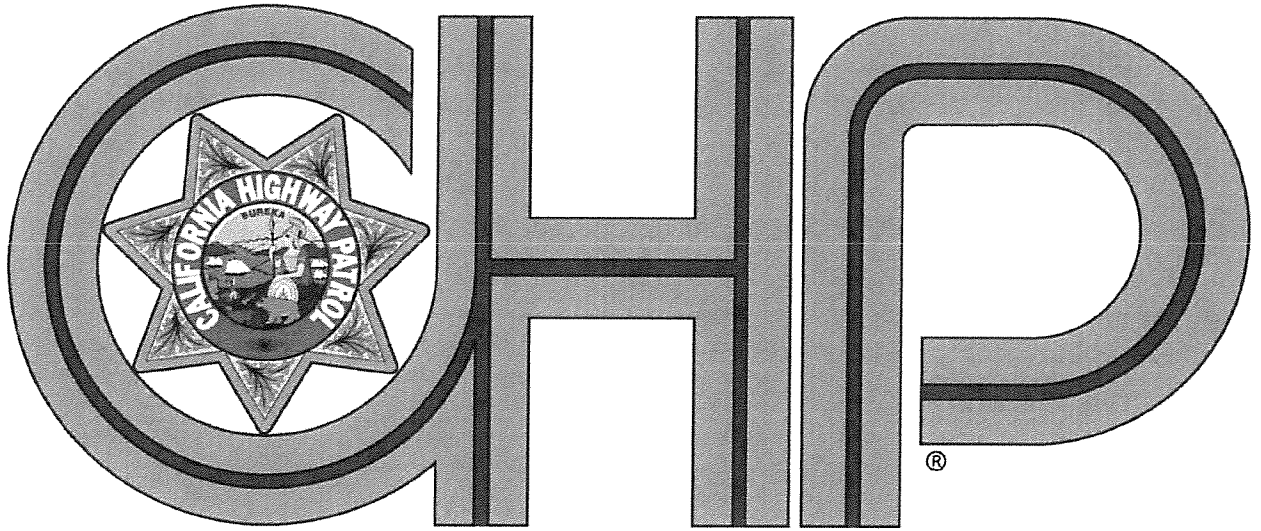
D. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

We, at Transit Systems, are ADA compliant. All of our buses being used for the Topanga Beach Bus Shuttle line will have wheelchair lifts with tie down areas and restraints for the safety of our passengers on wheelchairs. The front seats are always reserved for handicapped, seniors, or disabled passengers. All our buses have wide enough aisles and high ceilings to allow easy access in and out of the bus. Each bus is equipped with signage that is easy to read from a distance clearly showing what line the bus is.

If our ADA accessible bus were to break down, it will be no problem to dispatch a mechanic and spare ADA bus to the location of the breakdown within 30 minutes.

E. CALIFORNIA HIGHWAY PATROL ANNUAL INSPECTIONS

See pages 24-35 for the past 3 years CHP Annual Inspections Report.



Terminal Report

2014

**SAFETY COMPLIANCE REPORT/
TERMINAL RECORD UPDATE**

CHP 343 (Rev 6-10) OPI 062

NEW TERMINAL INFORMATION <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	CA NUMBER 83723	FILE CODE NUMBER 168324	COUNTY CODE 19	BED
TERMINAL TYPE <input checked="" type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus	CODE T	OTHER PROGRAM(S) P	LOCATION CODE 575	SUBAREA S13

TERMINAL NAME Transit System Unlimited Inc	TELEPHONE NUMBER (W/ AREA CODE) 818 504-7270
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TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)
8976 Laurel Canyon Blvd, Sun Valley, CA 91352

MAILING ADDRESS (NUMBER, STREET, CITY, STATE, ZIP CODE) (IF DIFFERENT FROM ABOVE)	INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY) SAME AS ABOVE
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LICENSE, FLEET AND TERMINAL INFORMATION

HM LIC. NO. N/A	HWT. REG. NO. N/A	IMS LIC. NO. N/A	TRUCKS AND TYPES N/A	TRAILERS AND TYPES N/A	BUSES BY TYPE I- 56 II- N/A	DRIVERS 43	DIT FLEET SIZE
EXP. DATE N/A	EXP. DATE N/A	EXP. DATE N/A	REG CT	HW VEH	HW CONT.	PPB / CSAT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
CONSOLIDATED TERMINALS <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		FILE CODE NUMBER OF CONSOLIDATED TERMINALS AND DIVISION LOCATIONS BY NUMBER (Use Remarks for Additional FCNS)					

EMERGENCY CONTACTS (In Calling Order of Preference)

EMERGENCY CONTACT (NAME) Bill Knapp	DAY TELEPHONE NO. (W/ AREA CODE) 818 504-7270	NIGHT TELEPHONE NO. (W/ AREA CODE) 818 254-5520
EMERGENCY CONTACT (NAME) Maurice Vanegas	DAY TELEPHONE NO. (W/ AREA CODE) 818 504-7270	NIGHT TELEPHONE NO. (W/ AREA CODE) 818 254-6780

ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL LAST YEAR [2013]

A <input type="checkbox"/> UNDER 15,000	B <input type="checkbox"/> 15,001 — 50,000	C <input type="checkbox"/> 50,001 — 100,000	D <input type="checkbox"/> 100,001 — 500,000	E <input checked="" type="checkbox"/> 500,001 — 1,000,000	F <input type="checkbox"/> 1,000,001 — 2,000,000	G <input type="checkbox"/> 2,000,001 — 5,000,000	H <input type="checkbox"/> 5,000,001 — 10,000,000	I <input type="checkbox"/> MORE THAN 10,000,000
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OPERATING AUTHORITIES OR PERMITS

PUC <input type="checkbox"/> T N/A	<input checked="" type="checkbox"/> TCP 7287	MOTOR CARRIER OF PROPERTY PERMIT ACTIVE <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	IMS FITNESS EVALUATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
USDOT US DOT NUMBER N/A	<input type="checkbox"/> MC N/A	<input type="checkbox"/> MC N/A	REASON FOR INSPECTION

ANNUAL TOUR BUS INSPECTION

INSPECTION FINDINGS							INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated N/A = Not Applicable						
REQUIREMENTS	VIOL	MAINTENANCE PROGRAM		DRIVER RECORDS		REG EQUIPMENT		HAZARDOUS MATERIALS		TERMINAL			
MAINTENANCE PROGRAM		1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 N/A 2 N/A 3 N/A 4 N/A	1 S 2 S 3 S 4 S			1 S 2 S 3 S 4 S			
DRIVER RECORDS		No. 14 Time	No. 22 Time	No. 14 Time						TOTAL TIME			
DRIVER HOURS		HAZARDOUS MATERIALS <input checked="" type="checkbox"/> No H/M Transported <input type="checkbox"/> No H/M violations noted		CONTAINERS/TANKS No. Time		VEHICLES PLACED OUT-OF-SERVICE Vehicles Units							
BRAKES		REMARKS											
LAMPS & SIGNALS	7	<p>13CCR 1233 Carrier's TOUR BUS terminal is rated SATISFACTORY at this time.</p> <p>Next CHP Inspection – JULY 2015</p>											
CONNECTING DEVICES													
STEERING & SUSPENSION	1												
TIRES & WHEELS	1												
EQUIPMENT REQUIREMENTS	5												
CONTAINERS & TANKS													
HAZARDOUS MATERIALS													

BIT <input type="checkbox"/> I <input type="checkbox"/> R	NON-BIT <input checked="" type="checkbox"/>	FEES DUE <input type="checkbox"/> Yes <input type="checkbox"/> No	CHP 345 <input type="checkbox"/>	CHP 100D COL <input type="checkbox"/>	INSPECTION DATE(S) July 22,23,2014	TIME IN	TIME OUT
INSPECTED BY (NAME(S)) GORDON HARTMAN					ID NUMBER(S) A11496	SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None	

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations described hereon and recorded on the attached pages (2 through _____), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at (323) 644-9557 within 5 calendar days of the rating.

CURRENT TERMINAL RATING SATISFACTORY	CARRIER REPRESENTATIVE'S SIGNATURE <i>Maurice Vanegas</i>	DATE 7-23-2014
CARRIER REPRESENTATIVE'S PRINTED NAME Maurice Vanegas	TITLE owner	DRIVER LICENSE NUMBER STATE

**SAFETY COMPLIANCE REPORT/
TERMINAL RECORD UPDATE**

CHP 343 (Rev 6-10) OPI 062

NEW TERMINAL INFORMATION <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		CA NUMBER 83723	FILE CODE NUMBER 168324	COUNTY CODE 19	BFD
TERMINAL TYPE <input checked="" type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus	CODE P	OTHER PROGRAM(S) T	LOCATION CODE 575	SUBAREA S13	

TERMINAL NAME
Ansit System Unlimited Inc

TELEPHONE NUMBER (W/ AREA CODE)
818 504-7270

TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)
8976 Laurel Canyon Blvd, Sun Valley, CA 91352

MAILING ADDRESS (NUMBER, STREET, CITY, STATE, ZIP CODE) (IF DIFFERENT FROM ABOVE)
INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)
SAME AS ABOVE

LICENSE, FLEET AND TERMINAL INFORMATION

HM LIC NO N/A	HWT REG NO N/A	IMS LIC NO N/A	TRUCKS AND TYPES N/A	TRAILERS AND TYPES N/A	BUSES BY TYPE I- 27 II- N/A	DRIVERS 31	BIT FLEET SIZE
EXP. DATE N/A	EXP. DATE N/A	EXP. DATE N/A	REG. CT	HW VEH	HW CONT	PPB / CSAT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
CONSOLIDATED TERMINALS <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		FILE CODE NUMBER OF CONSOLIDATED TERMINALS AND DIVISION LOCATIONS BY NUMBER (Use Remarks for Additional FCNS)					

EMERGENCY CONTACTS (In Calling Order of Preference)

EMERGENCY CONTACT (NAME) Bill Knapp	DAY TELEPHONE NO. (W/ AREA CODE) 818 504-7270	NIGHT TELEPHONE NO. (W/ AREA CODE) 818 254-5520
EMERGENCY CONTACT (NAME) Maurice Vanegas	DAY TELEPHONE NO. (W/ AREA CODE) 818 504-7270	NIGHT TELEPHONE NO. (W/ AREA CODE) 818 254-6780

ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL LAST YEAR [2013]

A <input type="checkbox"/> UNDER 15,000	B <input type="checkbox"/> 15,001 - 50,000	C <input type="checkbox"/> 50,001 - 100,000	D <input type="checkbox"/> 100,001 - 500,000	E <input checked="" type="checkbox"/> 500,001 - 1,000,000	F <input type="checkbox"/> 1,000,001 - 2,000,000	G <input type="checkbox"/> 2,000,001 - 5,000,000	H <input type="checkbox"/> 5,000,001 - 10,000,000	I <input type="checkbox"/> MORE THAN 10,000,000
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OPERATING AUTHORITIES OR PERMITS

PUC <input type="checkbox"/> T <input type="checkbox"/> N/A	<input checked="" type="checkbox"/> TCP 7287	MOTOR CARRIER OF PROPERTY PERMIT ACTIVE <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	IMS FITNESS EVALUATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
USDOT US DOT NUMBER N/A	<input type="checkbox"/> MC N/A	<input type="checkbox"/> MC N/A	REASON FOR INSPECTION

ANNUAL SPAB BUS INSPECTION

INSPECTION FINDINGS	INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated N/A = Not Applicable					
REQUIREMENTS	VIOL	MAINTENANCE PROGRAM	DRIVER RECORDS	REG EQUIPMENT	HAZARDOUS MATERIALS	TERMINAL
MAINTENANCE PROGRAM		1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 N/A 2 N/A 3 N/A 4 N/A	1 S 2 S 3 S 4 S
DRIVER RECORDS		No. 14 Time	No. 22 Time	No. 14 Time	TIME	TOTAL TIME
DRIVER HOURS		HAZARDOUS MATERIALS <input checked="" type="checkbox"/> No H/M Transported <input type="checkbox"/> No H/M violations noted	CONTAINERS/TANKS No. Time	VEHICLES PLACED OUT-OF-SERVICE Vehicles Units		
BRAKES		REMARKS				
LAMPS & SIGNALS	7	<p>13CCR 1233 Carrier's SPAB BUS terminal is rated SATISFACTORY at this time.</p> <p>Next CHP Inspection - JULY 2015</p> <p>For more information about this inspection, Please see TOUR BUS inspection report inspected on 7/22,23,2014</p>				
CONNECTING DEVICES						
STEERING & SUSPENSION	1					
TIRES & WHEELS	1					
EQUIPMENT REQUIREMENTS	5					
CONTAINERS & TANKS						
HAZARDOUS MATERIALS						

BIT <input type="checkbox"/> I <input type="checkbox"/> R <input checked="" type="checkbox"/> NON - BIT	FEES DUE <input type="checkbox"/> Yes <input type="checkbox"/> No	CHP 345 <input type="checkbox"/>	CHP 100D COL <input type="checkbox"/>	INSPECTION DATE(S) July 22,23,2014	TIME IN	TIME OUT
INSPECTED BY (NAME(S)) GORDON HARTMAN				ID NUMBER(S) A11496	SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None	

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations described hereon and recorded on the attached pages (2 through _____), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at (323) 644-9557 within 5 calendar days of the rating.

TERMINAL RATING SATISFACTORY	CARRIER REPRESENTATIVE'S SIGNATURE <i>Maurice Vanegas</i>	DATE 7-23-2014
CARRIER REPRESENTATIVE'S PRINTED NAME Maurice Vanegas	TITLE owner	DRIVER LICENSE NUMBER STATE

CONTINUATION

CHP 343-1 (REV 10-97) OPI 062

DATE	THIS IS A CONTINUATION OF
July 22.23.2014	CHP 343

CARRIER NAME	CA NUMBER
Transit System Unlimited Inc	83723
ESS 8976 Laurel Canyon Blvd, Sun Valley, CA 91352	FC NUMBER 168324

REMARKS

MAINTENANCE PROGRAM
No Violations Were Discovered

DRIVER RECORDS
No Violations Were Discovered

DRIVER HOURS
No Violations Were Discovered

13CCR 1233 Carrier's TOUR BUS terminal is rated SATISFACTORY at this time.

Next CHP INSPECTION - JULY 2015

CARRIER NAME Transit System Unlimited Inc	CA NUMBER 83723	LOC CODE 575	SUBAREA S13
STREET ADDRESS, CITY, STATE, ZIP CODE 8976 Laurel Canyon Blvd, Sun Valley, CA 91352	PHONE NUMBER 818 504-7270	DATE July 22.23.2014	
CARRIER REPRESENTATIVE Maurice Vanegas	TITLE owner	TIME IN	TIME OUT
INSPECTION LOCATION (IF OTHER THAN THE CARRIER'S PRINCIPAL PLACE OF BUSINESS)	U.S. DOT NUMBER N/A	MC NUMBER N/A	

On this date, the above named motor carrier was inspected by the California Highway Patrol. The inspection evaluated the carrier's compliance with the following requirements:

- CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM [VC 34520 & 49 CFR 382]
- OTHER: _____

REMARKS

Carrier is currently enrolled in a random Controlled Substance and Testing program with:

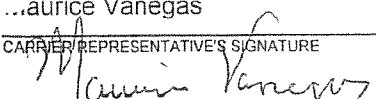
Maximed Occupational Medical Center
8100 Sunland Blvd
Sun Valley, CA 91352
818 768-8882

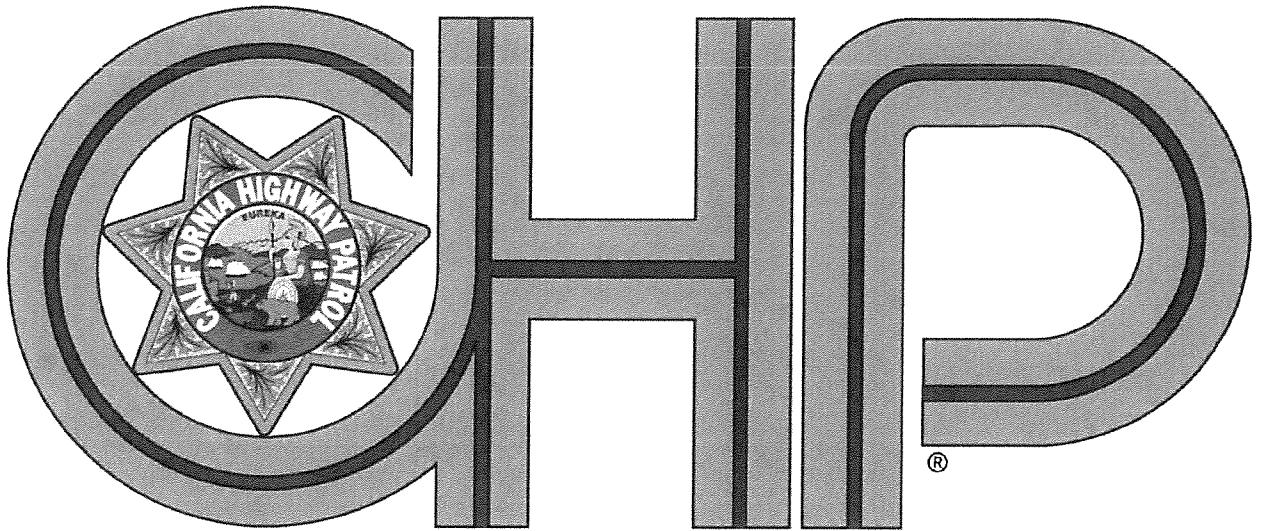
As a result of the inspection noted above, this carrier was assigned a compliance rating of SATISFACTORY. This rating applies only to carrier requirements - Terminals are rated separately.

RATING HISTORY 1 <u>S</u> 2 <u>S</u> 3 <u>S</u> 4 <u>S</u>	NUMBER OF RECORDS INSPECTED 14	NUMBER OF VIOLATIONS 0	CHP 345 ISSUED <input type="checkbox"/>	SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None	CHP 100D COLUMN NO
INSPECTED BY (NAME) GORDON HARTMAN	ID NUMBER A11496	CARRIER TYPE <input checked="" type="checkbox"/> Truck <input type="checkbox"/> Bus			

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations recorded hereon and on the attached pages 2 through _____ will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Southern _____ Division Motor Carrier Safety Unit Supervisor at (323) 644-9557 within 5 calendar days of the rating.

CARRIER REPRESENTATIVE'S PRINTED NAME ...aurice Vanegas	TITLE owner	DRIVER LICENSE NUMBER AND STATE
CARRIER REPRESENTATIVE'S SIGNATURE 	CURRENT CARRIER RATING SATISFACTORY	DATE 7-23-2014



Terminal Report

2015

**SAFETY COMPLIANCE REPORT/
TERMINAL RECORD UPDATE**

CHP 343 (Rev 6-10) OPI 062

NEW TERMINAL INFORMATION <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		CA NUMBER 83723	FILE CODE NUMBER 168324	COUNTY CODE 19	BED
TERMINAL TYPE <input checked="" type="checkbox"/> Truck <input type="checkbox"/> Bus	CODE T	OTHER PROGRAM(S) P	LOCATION CODE 575	SUBAREA S13	

TERMINAL NAME Transit Systems Unnlimited Inc	TELEPHONE NUMBER (W/ AREA CODE) 818 504-7270
---	---

TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)
8976 Laurel Canyon Blvd, Sun Valley, CA 91352

MAILING ADDRESS (NUMBER, STREET, CITY, STATE, ZIP CODE) (IF DIFFERENT FROM ABOVE)	INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY) SAME AS ABOVE
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LICENSE, FLEET AND TERMINAL INFORMATION

HMLIC NO N/A	HWT REG NO. N/A	IMS LIC. NO. N/A	TRUCKS AND TYPES N/A	TRAILERS AND TYPES N/A	BUSES BY TYPE I- 67 II- N/A	DRIVERS 45	BIT FLEET SIZE
EXP DATE N/A	EXP DATE N/A	EXP DATE N/A	REG CT	HW VEH.	HW CONT.	PPB / CSAT <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
CONSOLIDATED TERMINALS <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		FILE CODE NUMBER OF CONSOLIDATED TERMINALS AND DIVISION LOCATIONS BY NUMBER (Use Remarks for Additional FCNS)					

EMERGENCY CONTACTS (In Calling Order of Preference)

EMERGENCY CONTACT (NAME) Bill Knapp	DAY TELEPHONE NO (W/ AREA CODE) 818 504-7270	NIGHT TELEPHONE NO (W/ AREA CODE) 818 254-5520
EMERGENCY CONTACT (NAME) Maurice Vanegas	DAY TELEPHONE NO (W/ AREA CODE) 818 504-7270	NIGHT TELEPHONE NO (W/ AREA CODE)

ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL LAST YEAR [2014]

A <input type="checkbox"/> UNDER 15,000	B <input type="checkbox"/> 15,001 — 50,000	C <input type="checkbox"/> 50,001 — 100,000	D <input type="checkbox"/> 100,001 — 500,000	E <input checked="" type="checkbox"/> 500,001 — 1,000,000	F <input type="checkbox"/> 1,000,001 — 2,000,000	G <input type="checkbox"/> 2,000,001 — 5,000,000	H <input type="checkbox"/> 5,000,001 — 10,000,000	I <input type="checkbox"/> MORE THAN 10,000,000
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OPERATING AUTHORITIES OR PERMITS

PUC <input type="checkbox"/> T N/A	<input checked="" type="checkbox"/> TCP <input type="checkbox"/> PSC 7287	MOTOR CARRIER OF PROPERTY PERMIT ACTIVE <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	IMS FITNESS EVALUATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
USDOT US DOT NUMBER 2426801	<input type="checkbox"/> MC N/A <input type="checkbox"/> MX N/A	<input type="checkbox"/> MC N/A <input type="checkbox"/> MX N/A	REASON FOR INSPECTION TOUR BUS REINSPECTION

INSPECTION FINDINGS		INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated N/A = Not Applicable					
REQUIREMENTS VIOL	HAZARDOUS MATERIALS	HAZARDOUS MATERIALS	HAZARDOUS MATERIALS	HAZARDOUS MATERIALS	HAZARDOUS MATERIALS	HAZARDOUS MATERIALS	TERMINAL
MAINTENANCE PROGRAM	1 S 2 S 3 S 4 N/A	DRIVER RECORDS	1 S 2 S 3 U 4 S	REG EQUIPMENT	1 S 2 S 3 S 4 N/A	HAZARDOUS MATERIALS	1 UR 2 S 3 U 4 S
DRIVER RECORDS	No. 0 Time	No. 23 Time	No. 0 Time	HAZARDOUS MATERIALS	CONTAINERS/TANKS	VEHICLES PLACED OUT-OF-SERVICE	TOTAL TIME
DRIVER HOURS	<input checked="" type="checkbox"/> No H/M Transported	<input type="checkbox"/> No H/M violations noted	No. Time	HAZARDOUS MATERIALS	CONTAINERS/TANKS	VEHICLES PLACED OUT-OF-SERVICE	Units
BRAKES	REMARKS						
LAMPS & SIGNALS	13CCR 1233 Carrier's TOUR BUS terminal is rated SATISFACTORY at this time.						
CONNECTING DEVICES							
STEERING & SUSPENSION							
TIRES & WHEELS							
EQUIPMENT REQUIREMENTS							
CONTAINERS & TANKS							
HAZARDOUS MATERIALS							

BIT <input type="checkbox"/> I <input type="checkbox"/> R	NON - BIT <input checked="" type="checkbox"/>	FEES DUE <input type="checkbox"/> Yes <input type="checkbox"/> No	CHP 345 <input type="checkbox"/>	CHP 100D COL. <input type="checkbox"/>	INSPECTION DATE(S) 8/19/2015	TIME IN	TIME OUT
--	--	--	-------------------------------------	---	---------------------------------	---------	----------

INSPECTED BY (NAME(S)) GORDON HARTMAN	ID NUMBER(S) A11496	SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None
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MOTOR CARRIER CERTIFICATION

I hereby certify that all violations described hereon and recorded on the attached pages (2 through _____), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at (323) 644-9557 within 5 calendar days of the rating.

CURRENT TERMINAL RATING SATISFACTORY	CARRIER REPRESENTATIVE'S SIGNATURE <i>Maurice Vanegas</i>	DATE 8/19/2015
CARRIER REPRESENTATIVE'S PRINTED NAME Maurice Vanegas	TITLE President	DRIVER LICENSE NUMBER STATE

**SAFETY COMPLIANCE REPORT/
TERMINAL RECORD UPDATE**

CHP 343 (Rev 6-10) OPI 062

NEW TERMINAL INFORMATION <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	CA NUMBER 83723	FILE CODE NUMBER 168324	COUNTY CODE 19	BED
TERMINAL TYPE <input checked="" type="checkbox"/> Truck <input type="checkbox"/> Bus	CODE P	OTHER PROGRAM(S) T	LOCATION CODE 575	SUBAREA S13

TERMINAL NAME Transit Systems Unlimited Inc	TELEPHONE NUMBER (W/ AREA CODE) 818 504-7270
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TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)
8976 Laurel Canyon Blvd, Sun Valley, CA 91352

MAILING ADDRESS (NUMBER, STREET, CITY, STATE ZIPCODE) (IF DIFFERENT FROM ABOVE)
INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)
SAME AS ABOVE

LICENSE, FLEET AND TERMINAL INFORMATION

HM LIC. NO. N/A	HWT. REG. NO. N/A	IMS LIC. NO. N/A	TRUCKS AND TYPES N/A	TRAILERS AND TYPES N/A	BUSES BY TYPE I- 67 II- N/A	DRIVERS 45	BIT FLEET SIZE
EXP. DATE N/A	EXP. DATE N/A	EXP. DATE N/A	REG. CT	HW VEH.	HW CONT.	PPB / CSAT <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
CONSOLIDATED TERMINALS <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		FILE CODE NUMBER OF CONSOLIDATED TERMINALS AND DIVISION LOCATIONS BY NUMBER (Use Remarks for Additional FCNS)					

EMERGENCY CONTACTS (In Calling Order of Preference)

EMERGENCY CONTACT (NAME) Bill Knapp	DAY TELEPHONE NO. (W/ AREA CODE) 818 504-7270	NIGHT TELEPHONE NO. (W/ AREA CODE) 818 254-5520
EMERGENCY CONTACT (NAME) Maurice Vanegas	DAY TELEPHONE NO. (W/ AREA CODE) 818 504-7270	NIGHT TELEPHONE NO. (W/ AREA CODE)

ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL LAST YEAR [2014]

A UNDER 15,000	B 15,001 - 50,000	C 50,001 - 100,000	D 100,001 - 500,000	E 500,001 - 1,000,000	F 1,000,001 - 2,000,000	G 2,000,001 - 5,000,000	H 5,000,001 - 10,000,000	I MORE THAN 10,000,000
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OPERATING AUTHORITIES OR PERMITS

PUC <input type="checkbox"/> T <input checked="" type="checkbox"/> N/A	TCP <input checked="" type="checkbox"/> TCP <input type="checkbox"/> PSC 7287	MOTOR CARRIER OF PROPERTY PERMIT ACTIVE <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	IMS FITNESS EVALUATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
USDOT US DOT NUMBER 2426801	MC <input type="checkbox"/> MC <input type="checkbox"/> MX N/A	MC <input type="checkbox"/> MC <input type="checkbox"/> MX N/A	REASON FOR INSPECTION SPAB BUS REINSPECTION

INSPECTION FINDINGS INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated N/A = Not Applicable

REQUIREMENTS	VIOL	MAINTENANCE PROGRAM	DRIVER RECORDS	REG. EQUIPMENT	HAZARDOUS MATERIALS	TERMINAL
MAINTENANCE PROGRAM		1 S 2 S 3 S 4 N/A	1 S 2 S 3 U 4 S	1 S 2 S 3 S 4 N/A	1 N/A 2 N/A 3 N/A 4 N/A	1 UR 2 S 3 U 4 S
DRIVER RECORDS		No. 0 Time	No. 23 Time	No. 0 Time	TIME	TOTAL TIME
DRIVER HOURS		HAZARDOUS MATERIALS <input checked="" type="checkbox"/> No H/M Transported <input type="checkbox"/> No H/M violations noted	CONTAINERS/TANKS No. Time	VEHICLES PLACED OUT-OF-SERVICE Vehicles Units		
BRAKES		REMARKS				
LAMPS & SIGNALS		13CCR 1233 Carrier's SPAB BUS terminal is rated SATISFACTORY at this time.				
CONNECTING DEVICES						
STEERING & SUSPENSION						
TIRES & WHEELS						
EQUIPMENT REQUIREMENTS						
CONTAINERS & TANKS						
HAZARDOUS MATERIALS						

BIT <input type="checkbox"/> I <input type="checkbox"/> R <input checked="" type="checkbox"/> NON-BIT	FEES DUE <input type="checkbox"/> Yes <input type="checkbox"/> No	CHP 345 <input type="checkbox"/>	CHP 100D COL. <input type="checkbox"/>	INSPECTION DATE(S) 8/19/2015	TIME IN	TIME OUT
INSPECTED BY (NAME(S)) GORDON HARTMAN	ID NUMBER(S) A11496	SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None				

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations described hereon and recorded on the attached pages (2 through _____), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at (823) 644-9557 within 5 calendar days of the rating.

CURRENT TERMINAL RATING SATISFACTORY	CARRIER REPRESENTATIVE'S SIGNATURE <i>Maurice Vanegas</i>	DATE 8/19/2015
CARRIER REPRESENTATIVE'S PRINTED NAME Maurice Vanegas	TITLE President	DRIVER LICENSE NUMBER STATE

CARRIER INSPECTION
CHP 343D (Rev. 2-99) OPI 062

This report contains CONFIDENTIAL pages.

Pages ____ of ____

CARRIER NAME Transit Systems Unlimited Inc	CA NUMBER 83723	LOC. CODE 575	SUBAREA S13
PHYSICAL ADDRESS: CITY, STATE, ZIP CODE 8976 Laurel Canyon Blvd, Sun Valley, CA 91352	PHONE NUMBER 818 504-7270	DATE July 6, 8 2015	
CARRIER REPRESENTATIVE Maurice Vanegas	TITLE President	TIME IN	TIME OUT
INSPECTION LOCATION (IF OTHER THAN THE CARRIER'S PRINCIPAL PLACE OF BUSINESS)	U.S. DOT NUMBER 2426801	MC NUMBER N/A	

On this date, the above named motor carrier was inspected by the California Highway Patrol. The inspection evaluated the carrier's compliance with the following requirements:

- CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM [VC 34520 & 49 CFR 382]
- OTHER: _____

REMARKS

Carrier is currently enrolled in a random Controlled Substance and Testing program with:

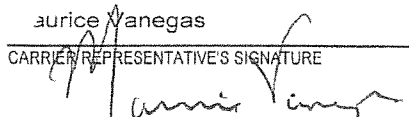
JJ KELLER
P O Box 368
3003 W. Breezewood Lane
Neenah, WI 54957
1800 843-3174

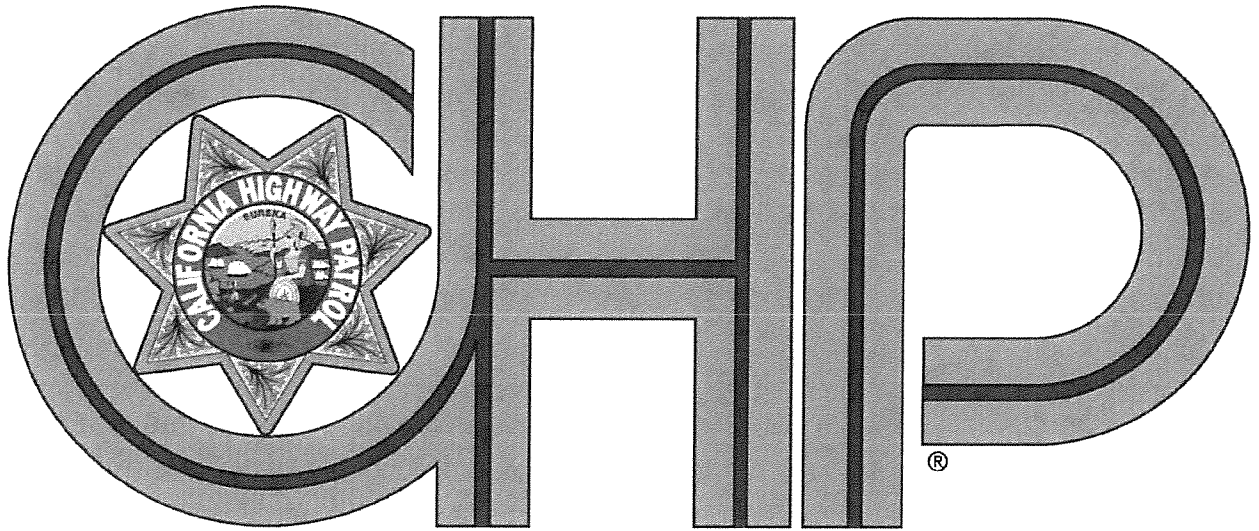
As a result of the inspection noted above, this carrier was assigned a compliance rating of SATISFACTORY. This rating applies only to carrier requirements - Terminals are rated separately.

RATING HISTORY 1 <u>S</u> 2 <u>S</u> 3 <u>S</u> 4 <u>S</u>	NUMBER OF RECORDS INSPECTED 45	NUMBER OF VIOLATIONS 0	CHP 345 ISSUED <input type="checkbox"/>	SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None	CHP 100D COLUMN NO
INSPECTED BY (NAME) G.HARTMAN / R. PENA			ID NUMBER A11496	CARRIER TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus	

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations recorded hereon and on the attached pages 2 through _____ will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Southern _____ Division Motor Carrier Safety Unit Supervisor at (323) 644-9557 within 5 calendar days of the rating.

CARRIER REPRESENTATIVE'S PRINTED NAME Maurice Vanegas	TITLE President	DRIVER LICENSE NUMBER AND STATE
CARRIER REPRESENTATIVE'S SIGNATURE 	CURRENT CARRIER RATING SATISFACTORY	DATE 7/11/2015



Terminal Report

2016

**SAFETY COMPLIANCE REPORT/
TERMINAL RECORD UPDATE**

CHP 343 (Rev 6-10) OPI 062

NEW TERMINAL INFORMATION <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	CA NUMBER 83723	FILE CODE NUMBER 168324	COUNTY CODE 19	BED 42591
TERMINAL TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus	CODE T	OTHER PROGRAM(S) P	LOCATION CODE 575	SUBAREA S13

TERMINAL NAME
.RANSIT SYSTEMS UNLIMITED INC

TELEPHONE NUMBER (W/ AREA CODE)
(818) 504-7270

TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)
8976 LAUREL CANYON BLVD SUN VALLEY CA 91352

MAILING ADDRESS (NUMBER, STREET, CITY, STATE, ZIP CODE) (IF DIFFERENT FROM ABOVE)
8976 LAUREL CANYON BLVD SUN VALLEY CA 91352

INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)

LICENSE, FLEET AND TERMINAL INFORMATION

HM LIC NO. NA	HWT REG NO. NA	IMS LIC NO. NA	TRUCKS AND TYPES	TRAILERS AND TYPES	BUSES BY TYPE I- 52 II-	DRIVERS 57	BIT FLEET SIZE
EXP. DATE NA	EXP. DATE NA	EXP. DATE NA	REG. CT NA	HW VEH. NA	HW CONT NA	PPB / CSAT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
CONSOLIDATED TERMINALS <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		FILE CODE NUMBER OF CONSOLIDATED TERMINALS AND DIVISION LOCATIONS BY NUMBER (Use Remarks for Additional FCNS) NA					

EMERGENCY CONTACTS (In Calling Order of Preference)

EMERGENCY CONTACT (NAME) Maurice Vanegas	DAY TELEPHONE NO. (W/ AREA CODE) (818) 248-4368	NIGHT TELEPHONE NO. (W/ AREA CODE)
EMERGENCY CONTACT (NAME) Bill Knapp	DAY TELEPHONE NO. (W/ AREA CODE) (818) 504-7270	NIGHT TELEPHONE NO. (W/ AREA CODE)

ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL LAST YEAR [2015]

<input type="checkbox"/> A UNDER 15,000	<input type="checkbox"/> B 15,001 - 50,000	<input type="checkbox"/> C 50,001 - 100,000	<input type="checkbox"/> D 100,001 - 500,000	<input checked="" type="checkbox"/> E 500,001 - 1,000,000	<input type="checkbox"/> F 1,000,001 - 2,000,000	<input type="checkbox"/> G 2,000,001 - 5,000,000	<input type="checkbox"/> H 5,000,001 - 10,000,000	<input type="checkbox"/> I MORE THAN 10,000,000
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OPERATING AUTHORITIES OR PERMITS

PUC <input type="checkbox"/> T <input checked="" type="checkbox"/> NA	<input checked="" type="checkbox"/> TCP 7287	MOTOR CARRIER OF PROPERTY PERMIT ACTIVE <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	IMS FITNESS EVALUATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
USDOT US DOT NUMBER 2426801	<input type="checkbox"/> MC <input type="checkbox"/> MX	REASON FOR INSPECTION CPSS	

INSPECTION FINDINGS

REQUIREMENTS	VIOL	INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated N/A = Not Applicable			
MAINTENANCE PROGRAM		1 UR 2 S 3 S 4	1 UR 2 S 3 S 4	1 UR 2 S 3 S 4	1 N/A 2 N/A 3 N/A 4 N/A
DRIVER RECORDS		No 14 Time 10.0	No 14 Time 10.0	No 14 Time 17.0	37 hours
HAZARDOUS MATERIALS		<input checked="" type="checkbox"/> No H/M Transported	<input type="checkbox"/> No H/M violations noted	CONTAINERS/TANKS	VEHICLES PLACED OUT-OF-SERVICE
BRAKES	6	REMARKS			
LAMPS & SIGNALS		<p style="text-align: center;">NOTE</p> <p>13 CCR 1233.5 Each motor carrier subject to the provisions of this chapter shall notify the CHP in writing of any change of address (& phone number) at any of the carrier's terminals. Such notification shall be made within 15 days of the change and shall be forwarded to;</p> <p>California Highway Patrol Commercial Records Unit PO BOX 942898 Sacramento, CA 94298-0001</p>			
CONNECTING DEVICES					
STEERING & SUSPENSION	4				
TIRES & WHEELS	1				
EQUIPMENT REQUIREMENTS	3				
HAZARDOUS MATERIALS					

BIT <input checked="" type="checkbox"/> I <input type="checkbox"/> R	NON - BIT <input type="checkbox"/>	FEES DUE <input type="checkbox"/> Yes <input type="checkbox"/> No	CHP 345 <input type="checkbox"/>	CHP 100D COL <input type="checkbox"/>	INSPECTION DATE(S) 08/08 & 08/09	TIME IN	TIME OUT
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INSPECTED BY (NAME(S))
Cuiriz, Strachan, Brenneman, Serrano

ID NUMBER(S)
A14519/A12626/A15196/A16744

SUSPENSE DATE
 Auto None

MOTOR CARRIER CERTIFICATION

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CURRENT TERMINAL RATING SATISFACTORY	CARRIER REPRESENTATIVE'S SIGNATURE <i>Maurice Vanegas</i>	DATE 8/9/2016
CARRIER REPRESENTATIVE'S PRINTED NAME Maurice Vanegas	TITLE President	DRIVER LICENSE NUMBER / STATE California

**SAFETY COMPLIANCE REPORT/
TERMINAL RECORD UPDATE**

CHP 343 (Rev 6-10) OPI 062

NEW TERMINAL INFORMATION <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	CA NUMBER 83723	FILE CODE NUMBER 168324	COUNTY CODE 19	BED 42591
TERMINAL TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus	CODE P	OTHER PROGRAM(S) T	LOCATION CODE 575	SUBAREA S13

TERMINAL NAME
RANSIT SYSTEMS UNLIMITED INC

TELEPHONE NUMBER (W/ AREA CODE)
(818) 504-7270

TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)
8976 LAUREL CANYON BLVD SUN VALLEY CA 91352

MAILING ADDRESS (NUMBER, STREET, CITY, STATE, ZIP CODE) (IF DIFFERENT FROM ABOVE)
8976 LAUREL CANYON BLVD SUN VALLEY CA 91352

INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)

LICENSE, FLEET AND TERMINAL INFORMATION

HM LIC NO NA	HWT. REG NO NA	IMS LIC NO NA	TRUCKS AND TYPES	TRAILERS AND TYPES	BUSES BY TYPE I- 52 II-	DRIVERS 57	BIT FLEET SIZE
EXP DATE NA	EXP DATE NA	EXP DATE NA	REG CT NA	HW VEH NA	HW CONT NA	PPB / CSAT <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
CONSOLIDATED TERMINALS <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		FILE CODE NUMBER OF CONSOLIDATED TERMINALS AND DIVISION LOCATIONS BY NUMBER (Use Remarks for Additional FCNS) NA					

EMERGENCY CONTACTS (In Calling Order of Preference)

EMERGENCY CONTACT (NAME) Maurice Vanegas	DAY TELEPHONE NO. (W/ AREA CODE) (818) 248-4368	NIGHT TELEPHONE NO. (W/ AREA CODE)
EMERGENCY CONTACT (NAME) Bill Knapp	DAY TELEPHONE NO. (W/ AREA CODE) (818) 504-7270	NIGHT TELEPHONE NO. (W/ AREA CODE)

ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL LAST YEAR [2015]

A <input type="checkbox"/> UNDER 15,000	B <input type="checkbox"/> 15,001 - 50,000	C <input type="checkbox"/> 50,001 - 100,000	D <input type="checkbox"/> 100,001 - 500,000	E <input checked="" type="checkbox"/> 500,001 - 1,000,000	F <input type="checkbox"/> 1,000,001 - 2,000,000	G <input type="checkbox"/> 2,000,001 - 5,000,000	H <input type="checkbox"/> 5,000,001 - 10,000,000	I <input type="checkbox"/> MORE THAN 10,000,000
---	--	---	--	---	--	--	---	---

OPERATING AUTHORITIES OR PERMITS

PUC <input type="checkbox"/> T <input checked="" type="checkbox"/> NA	<input checked="" type="checkbox"/> TCP 7287 <input type="checkbox"/> PSC	MOTOR CARRIER OF PROPERTY PERMIT ACTIVE <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	IMS FITNESS EVALUATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
USDOT 2426801	<input type="checkbox"/> MC <input type="checkbox"/> MX	<input type="checkbox"/> MC <input type="checkbox"/> MX	REASON FOR INSPECTION CPSS

INSPECTION FINDINGS	INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated N/A = Not Applicable			
REQUIREMENTS	MAINTENANCE PROGRAM	DRIVER RECORDS	REG. EQUIPMENT	HAZARDOUS MATERIALS
INTENANCE PROGRAM	1 UR 2 S 3 S 4	1 UR 2 S 3 S 4	1 UR 2 S 3 S 4	1 N/A 2 N/A 3 N/A 4 N/A
DRIVER RECORDS	No. 14 Time 10.0	No. 14 Time 10.0	No. 14 Time 17.0	TIME
DRIVER HOURS	HAZARDOUS MATERIALS <input checked="" type="checkbox"/> No H/M Transported <input type="checkbox"/> No H/M violations noted		CONTAINERS/TANKS	VEHICLES PLACED OUT-OF-SERVICE
BRAKES	REMARKS		Time	Vehicles Units
LAMPS & SIGNALS	NOTE			TOTAL TIME 37 hours

13 CCR 1233.5 Each motor carrier subject to the provisions of this chapter shall notify the CHP in writing of any change of address (& phone number) at any of the carrier's terminals. Such notification shall be made within 15 days of the change and shall be forwarded to:

California Highway Patrol
Commercial Records Unit
PO BOX 942898
Sacramento, CA 94298-0001

BIT <input checked="" type="checkbox"/> I <input type="checkbox"/> R	NON - BIT <input type="checkbox"/>	FEES DUE <input type="checkbox"/> Yes <input type="checkbox"/> No	CHP 345 <input type="checkbox"/>	CHP 100D COL <input type="checkbox"/>	INSPECTION DATE(S) 08/08 & 08/09	TIME IN	TIME OUT
INSPECTED BY (NAME(S)) Cuiriz, Strachan, Brenneman, Serrano				ID NUMBER(S) A14519/A12626/A15196/A16744	SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None		

MOTOR CARRIER CERTIFICATION

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TERMINAL RATING SATISFACTORY	CARRIER REPRESENTATIVE'S SIGNATURE <i>Maurice Vanegas</i>	DATE 8/9/2016
CARRIER REPRESENTATIVE'S PRINTED NAME Maurice Vanegas	TITLE President	DRIVER LICENSE NUMBER STATE California

F. TRANSIT SYSTEMS SECURITY PLAN

Transit Systems meets the FTA Safety and Security requirements set forth by the RFP as outlined in Exhibit A, Section Q. See the following section attached for our Transit Systems Security Plan.

Transit Systems:

Security Plan

**Security and Emergency Preparedness
Plan
(SEPP)**

**Transit Systems Unlimited, Inc.
8976 Laurel Canyon Blvd.
Sun Valley, CA 91352
Phone: 818-504-7270
Fax: 818-504-6403
www.transitsystems.biz**

This Security and Emergency Preparedness Plan (SEPP) will attempt to ensure that, if confronted with a security event or major emergency, Transit Systems personnel will respond effectively, using good judgment, ensuring due diligence, and building on best practices, identified in drills, training, rules, and procedures.

This level of proficiency requires the establishment of formal mechanism and procedures to be used by all personnel to identify security threats and vulnerabilities associated with operations, and to develop controls to eliminate or minimize them. This plan also requires processes for:

- Coordinating with law enforcement and other public safety agencies to manage response to an incident that occurs on a vehicle or affects operations, and
- Identifying a process for integrating company resources and capabilities into the community response effort to support management of a major event affecting the community.

Management expects all employees, volunteers, and contractors, especially those working directly with passengers, to support this plan.

Division of Responsibilities

All Personnel

All personnel must understand and adopt their specific roles and responsibilities, as identified in the SEPP, thereby increasing their own personal safety and the safety of our passengers and the motoring public, during normal operations and in emergency conditions.

To ensure the success of the SEPP, the following functions must be performed by personnel:

- Immediately report all suspicious activity, no matter how insignificant it may seem, to the Operations Manager or his/her designee
- Immediately report all security incidents to the Operations Manager or his/her designee
- Using proper judgment when managing disruptive passengers and potentially volatile situations
- Participation in all security and emergency preparedness training, including drills and exercises

- Becoming familiar with, and operate within, all security and emergency preparedness procedures for the assigned work activity
- Notifying the Chief Executive Officer or his/her designee when a physical or mental condition, or required medications or therapies, may impair the employee's ability to perform security or emergency preparedness functions
- Accurately completing "Employee Statements" and appropriate reports as quickly as possible
- Cooperating with/assisting first responders as necessary

Chief Executive Officer (CEO)

The Chief Executive Officer (CEO) has the overall authority to develop and execute the company's SEPP. Ultimate accountability for implementation of the SEPP rests with the CEO. In addition, the CEO is responsible for the following specific activities:

- Ensuring that sufficient resources and attention are devoted to the SEPP, including:
 - Development of Standard Operating Procedures related to employee security duties
 - Development and enforcement of Safety and Security Regulations
 - Development of Emergency Operating Procedures to maximize company response effectiveness and minimizing service interruptions during emergencies and security incidents
 - Provision of proper training and equipment to employees to allow an effective response to security incidents and emergencies
- Development of an effective Notification and Reporting System for security incidents and emergencies
- Designating a Point of Contact (POC) to manage the SEPP
- Establishing a Security Committee
- Communicating security and emergency preparedness as top priorities to all employees
- Developing relations with outside organizations that contribute to the EPP Program, including local public safety and emergency planning agencies

SEPP Point of Contact (POC)

To ensure coordinated development and implementation of the SEPP, the CEO has designated Mr. Bill Knapp as the Security and Emergency Preparedness Point of Contact for development and implementation of the SEPP. The POC, who reports directly to the CEO, has been granted the authority to utilize specific company resources to develop the SEPP, to monitor its implementation, and to ensure attainment of security and emergency preparedness goals and objectives.

Mr. Maurice Vanegas has the responsibility to oversee the SEPP on a daily basis. Mr. Vanegas will also serve as primary contact with public agencies. Ms. Stephanie Dionisio will be the direct liaison with the company's drivers and dispatchers. In the event that liaison is necessary with local, state, and federal agencies, then Mr. Maurice Vanegas will serve as the lead liaison for the company.

In managing this program, the POC will:

- Be responsible for successfully administering the SEPP and establishing , monitoring, and reporting on the company's security and emergency preparedness objectives
- Review current company safety, security, and emergency policies, procedures, and plans to identify needed improvements on a semi-annual basis
- Develop and implement plans for addressing identified improvements
- Coordinate with local public safety agencies, local community emergency planning agencies, and local human services agencies to address security and emergency preparedness; including participation in formal meetings and committees
- Develop, publish, and enforce, reasonable procedures pertinent to company activities for security and emergency preparedness
- Provide adequate driver training and continuing instruction for all employees (including volunteers and contractors) regarding security and emergency preparedness
- Review new company purchases to identify security related impacts
- Ensure performance of at least one emergency exercise annually

The SEPP POC will be responsible for managing the security agenda during the Security Committee Meetings. When appropriate, members of local fire and police departments, state and federal agencies will be invited to participate in the Committee Meetings.

The Security Committee provides the primary mechanism through which the company:

- Identifies security conditions and problems at the company
- Organizes incident investigations and develops and evaluates corrective actions to address findings
- Obtains data on company security performance
- Develops strategies for addressing company security problems
- Coordinates the sharing of security responsibilities and information
- Manages the integration of security initiatives and policies in company operations
- Evaluates the effectiveness of the security program
- Manages the development and revision of company policies, procedures, and rulebook
- Coordinates interaction with external agencies
- Reviews, evaluates, and recommends approval of reports from company staff

The Committee also ensures that all company employees, volunteers, and contractors:

- Have a full knowledge of the security program and emergency preparedness programs
- Make security and emergency preparedness a primary concern while on the job
- Cooperate fully with the company and local, state, and federal agencies regarding any incident investigation
- Raise security and emergency preparedness concerns

Supervisors

Supervisors are responsible for communicating the company's security and emergency preparedness plan and procedures to all employees, volunteers, and contractors. For this reason, supervisors must have full knowledge of all security rules and policies. Supervisors must communicate those plans and procedures to operations personnel in a manner that encourages them to incorporate SEPP practices into their everyday work. The specific responsibilities of supervisors include the following:

- Having full knowledge of all standard and emergency operating procedures, and are strongly encouraged to be trained in the National Incident Command Systems (NIMS)
- Ensuring that drivers make security and emergency preparedness a primary concern when on the job
- Cooperating fully with the SEPP regarding any accident investigation as well as listening and acting upon any security concerns raised by the drivers
- Immediately report security concerns to the SEPP POC

In addition, when supporting response to an incident, supervisors are expected to:

- Provide leadership and direction to employees during security incidents
- Handle minor, non-threatening, rule violations
- Defuse minor arguments
- Determine when to call for assistance
- Make decisions regarding the continuance of operations
- Respond to service complaints
- Respond to security related call with law enforcement officers when required, rendering assistance with crowd control, victim/witness information gathering, and general on-scene assistance
- Complete necessary security related reports
- Take photographs of damage and injuries
- Cooperate and coordinate with all outside agencies at incident scenes

Drivers

In addition to the general responsibilities identified for ALL PERSONNEL, drivers (including volunteers and contractors) are responsible for exercising maximum care and good judgment in identifying and reporting suspicious activities, in managing security incidents, and in responding to emergencies. Each driver will:

- Conduct vehicle security inspections

- Take charge of a security incident scene until the arrival of supervisory or emergency personnel
- Collect fares in accordance with company policy (if applicable)
- Attempt to handle minor non-threatening rule violations
- Respond verbally to complaints
- Attempt to defuse minor arguments
- Determine when to call for assistance
- Maintain control of the vehicle
- Report all security incidents to dispatch
- Complete all necessary security related reports
- Support community emergency response activities as directed by company policies, plans, and procedures

Other Personnel

Other personnel also have responsibilities for the SEPP.

Dispatchers are expected to:

- Receive calls for assistance
- Dispatch supervisors and emergency response personnel
- Coordinate with law enforcement and emergency medical service communications centers
- Notify supervisory and management staff of serious incidents
- Establish on-scene communication
- Complete any required security related reports
- Provide direction to on-scene personnel

Mechanics (including volunteers and contractors) are expected to:

- Conduct vehicle security inspections
- Report suspicious behavior, packages, or situations
- Report vandalism
- Report threats and vulnerabilities of vehicle storage facilities
- Provide priority response to safety and security critical items such as lighting
- Maintain facility alarm systems

Human Resources personnel are expected to:

- Ensure all pre-employment screening processes are carried out effectively
- Notify the CEO of employee disciplinary action that may result in the affected employee becoming a risk to company facilities, systems, passengers, employees or other assets
- Educate employees on employee ID policy and procedure
- Ensure confidentiality of employment records and personal employee data

Communications (Marketing-Customer Service-Community Relations) are expected to:

- Request assistance from public safety resources as needed for special events
- Provide insight into potential threats and vulnerabilities through feedback from customer focus groups and other information sources
- Designate a Public Relations Coordinator for media contact regarding security incidents and issues

Other Critical Roles and Responsibilities

- *Location Response Coordinator (if company has more than one location)-* This person will be responsible for carrying out all required activities at his/her operating location. This person may direct others at their location to assist in accomplishing necessary actions, but must be kept fully informed of progress and activities for immediate reporting to the Security Crisis Response Coordinator. The Location Response Coordinator will directly report to the Security Crisis

Response Coordinator during the use of this plan. (Suggested personnel: General Manager or Terminal Manager)

- *Public Relations Coordinator*- This person will be responsible for interacting with the media. This person should be in the same location as the Security Crisis Response Coordinator and should be kept fully informed of all activities and issues. No other person will interact with the press, or engage in any public relations related to the security threat or incident.
- *Passenger Assistance Coordinator*- A person at each operating location will be designated to coordinate and assist all affected passengers to ensure their comfort and safety throughout a security related crisis. This person will also be responsible to answer call of family members regarding the status and whereabouts of affected passengers. Other staff members may be assigned to assist in responding to family calls as needed. (Suggested Personnel: Dispatchers and Safety Directors)
- *Driver Support and Direction Coordinator*- This person will be responsible for attending to drivers needs during the crisis and preparing them for resumption of normal activities. This person will also be responsible for answering calls from family members regarding the status and whereabouts of the driver. (Suggested Personnel: Dispatchers and Safety Directors)

Security and Emergency Preparedness Practices and Actions

- Emphasis on company personnel awareness
- Participation in local law enforcement and emergency response training and drills
- Review of local law enforcement and emergency response materials
- Analysis of security incidents and suspicious activities to refine and improve courses of action including:
 - Identifying potential and existing problem areas
 - Developing and refining action plans
 - Implementing the plans
 - Measuring results
- Hosting an annual meeting with local law enforcement
- Annual meeting with local emergency management agency
- Review of company emergency plans

- Review of TSA documentation on system security and emergency preparedness
- Coordinate with DHS/TSA
- Posting of contact date for law enforcement and DHS/TSA
- Conducting security surveys with local law enforcement as a formal threat and vulnerability analysis process
- Local police notification/participation in employee discharge and/or discipline process as needed
- Evaluation of security/emergency response procedures for completeness and accuracy
- Participation by local law enforcement in training of new drivers as requested to increase awareness in security matters
- Presentations by local police and company personnel to employees, the public, or other groups interested in security matters
- Development and distribution of crime prevention information on company brochure for passengers and the public
- Conducting criminal background investigations of employment applicants
- Conducting inspections of facilities
- Conducting security awareness training for employees, contactors, and volunteers
- Conducting security inspections
- Identifying and purchasing necessary security technologies
- Conducting crisis training for employees Defining system shutdown protocols
- Conducting mock system shutdown
- Coordinating with public emergency response organizations
- Conducting Business Continuity Exercise

Training and Exercising

- All personnel will receive emergency response and evacuation training for facility related events upon hire.
- All applicable personnel will receive Operation Secure Transport refresher training on a biannual basis
- All applicable personnel will receive Highway Watch Training as soon as possible after hire
- A mock system shutdown or a mock local security incident will be scheduled to monitor company and employee preparedness and to determine areas for improvement. A review of all security incidents will be conducted on an annual basis to identify improvements to training and exercising. Any improvements identified will be incorporated into future employee training and exercising

Emergency Response Procedures Guidelines

Local Government Agencies

Emergency Services (OES): 911
Sheriff: (323) 264-4151
Police: (818) 756-8861
Coroner: (323) 343-0512
Health Department: (800) 427-8700
Animal Control: (562) 728-4620
Mental Health Services: (213) 738-4601
Crisis Line: (800) 817-5292

Local Medical Centers

Pacifica Hospital of the Valley: (818) 767-3310
Providence Holy Cross Medical Center: (818) 365-8051
Olive View UCLA Medical Center: (818) 364-1555

Emergency Response Procedures

1. FACILITY EMERGENCIES

Types of Emergency:

- Fire
- Explosion
- Tornado/Weather
- Bomb Threat
- Chemical Spill/Leak
- Violence
- Medical
- Other

Employee Accountability Procedures Following An Emergency Evacuation

Each supervisor is responsible for accounting for each assigned employee following an emergency evacuation. This will be accomplished by performing the procedures established for such an eventuality.

Employee Accountability

1. Reassembly locations have been established for all evacuation/shelter routes and procedures. These locations are designated on each posted work area evacuation/shelter route map.
2. All work area supervisors and employees must report to their designated reassembly locations immediately after an evacuation or move to a sheltered location.
3. Each employee is responsible for reporting to his or her supervisor so that an accurate head count can be made. Supervisors will check off the names of all those reporting and will report those not checked off as missing to the Emergency Response Coordinator.

Emergency Response, Rescue and Medical Duties

It may become necessary in an emergency to respond to the source of the emergency (e.g. fire) to rescue personnel and perform some specified medical duties, including first-aid treatment. All employees assigned to perform such duties will have been properly trained and equipped to carry out their assigned responsibilities properly and safely.

2. In Vehicle Emergency Procedures

These procedures have been established to respond to emergencies involving vehicles. The following general principles apply to all such emergencies.

- Take charge
- Save lives
- Save property
- Call for help
- Gather information

Drivers will be responsible for initiating these procedures. Dispatch, Safety and other applicable personnel are responsible for assisting and coordinating necessary actions to address the emergency.

• Vehicle Breakdowns

DRIVER

- Stop bus in safe location
- Explain to customer
- Set out emergency triangles and put on flashers
- Contact dispatcher – who, what, where, when and driver/customer cell phone if available
- If you suspect fire or danger evacuate the bus
- If on highway keep customers on the bus

DISPATCHER

- Upon notification from driver – who, what, where, when and driver/customer cell phone if available
- Contact local police to inform of bus location
- Contact Safety Director
- Contact General Manager

• Vehicle Accidents

DRIVER

- Contact 911 – who, what, where, when and driver/customer cell phone if available
- Check for injuries
- Set out emergency triangles and put on flashers

DISPATCHER

- Contact 911 – who, what, where, when and driver/customer cell phone if available
- Contact General Manager
- Contact Safety Director

- Contact dispatcher – who, what, where, when and driver/customer cell phone
 - Pass out passenger cards
 - Courtesy Cards to witnesses
 - Seating chart
 - Accident report
- Stay until released by dispatcher
- DO NOT ADMIT RESPONSIBILITY. Only make statements to police, company supervisors, or other company personnel
- Do not move the bus until instructed to do so by a police officer or company supervisory personnel
- The Accident Report must be completed immediately after the accident

• **Sick or Injured Passenger**

DRIVER

- Stop bus in safe location
- Look for Medic Alert bracelets or necklaces
- Contact 911 and dispatcher – who, what, where, when and driver/customer cell phone if available
- Ask for passengers with medical help, "Doctor, nurse, EMT on board?"
- Render whatever assistance they are capable of
- Caution should be taken to avoid coming in contact with blood or other bodily fluids
- Await for instructions from dispatcher

DISPATCHER

- Upon notification from driver – who, what, where, when and driver/customer cell phone if available
- Contact 911 – who, what, where, when and driver/customer cell phone if available
- Contact Safety Director
- Contact General Manager
- Direct all media calls to SEPP POC, General Manager or Safety Director
- Select another bus driver and bus to meet that driver
- Contact SEPP POC if appropriate

• **Fire or Smoke on Bus**

DRIVER

- Stop bus immediately, turn engine off, and open doors

DISPATCHER

- Contact driver get update
- Select another bus driver and bus to

- *Getting customers off bus is first priority*
 - Control the fire using the fire extinguisher, *remember arm's width*
 - After evacuating Contact 911 and dispatcher – *who, what, where, when* and driver/customer cell phone if available
 - Await for instructions from dispatcher
 - Fill out accident reporting kit
 - Pass out passenger cards
 - Courtesy Cards to witnesses
 - Seating chart
 - Accident report
 - Stay until released by passenger
 - **DO NOT ADMIT RESPONSIBILITY** Only make statements to police, company supervisors, or other company personnel.
 - Do not move the bus until instructed to do so by a police officer or company supervisory personnel
 - Accident Report must be completed immediately
- meet the driver
 - Coordinate tow truck/mechanic
 - Direct all media calls to SEPP POC, General Manager or Safety Director
 - Get accident forms from driver upon return from accident

• **Aggressive/Confrontational Passenger Behavior**

DRIVER

Hold Ups, Hijacking, Shootings, Homicides, Hostage Situations, Assaults and Severe Passenger Disturbances on the Bus

- Do not resist or try to overwhelm attacker(s)
- If possible, try to pull the bus over in a safe location
- If possible, signal the dispatcher using a duress code
- If possible, signal to police
- If possible, contact 911 and dispatcher – who, what, where, when and driver/customer cell phone if available
- Remember details of the person(s) and get away vehicle if any – *Think of CRYBALS*

Persons

- C = Color (hair, skin, eyes)
- Y = Year of birth (age)
- M – Make (Italian, Asian, Hispanic)
- B = Body (Height & Weight)
- A = Attire (color & type)
- L = Looks (tattoo, beard, hair type)
- S = Sex (male or female)

Get Away Car

- C = Color
- Y = Year
- M = Make/Model
- B = Body Style
- A = All Others (damage, signs or attachments)
- L = License Plate Number
- S = State
- Wait for instructions from dispatcher

DISPATCHER

- If you hear a duress code, respond to driver, try to get – who, what, where, when and driver/customer cell phone if available
- If no answer try to contact driver every 15 minutes with “bus _____ you failed to check in, what is your location?”
- Contact 911 – who, what, where, when and driver/customer cell phone if available
- Contact Safety Director
- Contact General Manager
- Contact SEPP POC
- Select another bus driver and bus to meet that driver if applicable
- Direct all media calls to General Manager or Safety Director

• Bomb Threat

DRIVER

- DO NOT PANIC . . . most bomb threats are false
- Stop the bus at a safe location
- Put on emergency flashers
- Stand up, face the customers and announce "Please do not panic, we are having a problem with the bus, take all your packages, please exit the bus and stand by the tree (any location at least 300 feet away)"
- Do not answer any questions, firmly ask customers to leave the bus
- Check bus for left behind passengers
- DO NOT TOUCH ANY EXPLOSIVE DEVICES OR SUSPICIOUS PACKAGES
- DO NOT USE THE BUS RADIO OR A CELLULAR TELEPHONE NEAR A SUSPICIOUS PACKAGE
- After evacuating tell passengers about the bomb threat
- After evacuating Contact 911 and dispatcher - who, what, where, when and driver/customer cell phone if available
- Await instructions from dispatcher

DISPATCHER

- DO NOT PANIC . . . most bomb threats are false
- Contact Safety Director
- Contact General Manager
- Contact SEPP POC
- If unable to reach General Manager or Safety Director within 5 minutes:
 - If directed to a particular bus notify driver
 - Get a bus and driver out to pick up the passengers from the threatened bus immediately
- If unable to reach General Manager or Safety Director within 5 minutes:
 - Call all buses "this is a general threat warning only extra vigilance requested, there has been a general bomb threat against [NAME OF COMPANY] or [GEOGRAPHIC DESCRIPTION]"
- Direct all media calls to SEPP POC

• Terrorist Attack

DRIVER

- Contact 911 and dispatcher - who, what, where, when and driver/customer cell phone if available
- Stay away from impact area
- Dispatch/police will inform you of best evacuation route
- If in smoke shut all windows and vents
- If chemical attack explain to passengers;

DISPATCHER

- Contact 911 - who, what, where, when and driver/customer cell phone if available
- Contact SEPP POC
- Contact Safety Director
- Contact General Manager
- Start coordinating alternate plans
- Direct all media calls to SEPP POC

- Not to leave
- They need to be decontaminated by authorities
- May take a long time – be patient
- If they go home they may get sick and infect others

• Suspicious Package

DRIVER

- Stop Bus in a safe location
- **DO NOT TOUCH THE PACKAGE**
- Make a general announcement to try to determine ownership
- Check with other employees to see if they can identify the owner
- Contact 911 and dispatcher; coordinate response – who, what, where, when and driver/customer cell phone if available

DISPATCHER

- Upon notification from driver – who, what, where, when and driver/customer cell phone if available
- Talk with driver get details on package
 - TELL DRIVER NOT TO TOUCH THE PACKAGE
 - Why is it suspicious?
 - Is the package sealed or closed?
 - Does the package have ownership information, if so contact owner
 - Is the package in an area not normally visited by the public/customer?
 - Make a general announcement to try to determine ownership
 - Ask customers in the area if they misplaced the package
 - Check with other employees to see if they can identify the owner
 - Does the package exhibit any suspicious indicators, such as protruding wires, oily stains or odors?
 - Are there any unusual noises coming from the package, such as an electric hum or ticking noises?
 - Is the package leaking fluid

or powder?

- Consider package suspicious if a package is sealed with no marking and left in a place not normally used by the employees or public; or
 - There are unusual noises, smells, wires, leaking fluid or powder, or
 - You have some other reason to believe it is suspicious
- Contact Safety Director
- Contact General Manager or Location Manager (if applicable)
- Contact SEPP POC
- Direct all media calls to SEPP POC or designated person
- Select another bus driver and bus to meet the driver

Recommended Operational Procedures to Be Followed Throughout a Security Threat or Incident

- A call is received from a person making a threat or from an individual informing us of an incident. Information regarding this call must be transferred immediately to the General Manager at the location where the call was received. The General Manager will immediately inform the SEPP POC.
- All phone numbers known to the public must have real voice 24 hour answering capabilities.
- All people who will answer phones must be trained in security awareness to detect suspicious situations.
- If a threat or an actual event is communicated by the driver and involves a person or situation on the coach, immediate notification of the appropriate law enforcement and other appropriate first response agencies may be made, while informing the SEPP POC.
- The SEPP POC will detail actions to be taken as a whole or at each particular location to the Location Response Coordinators. The Location Response Coordinators will, in turn, carry out these activities through communications with appropriate management personnel, drivers, and others, as necessary.
- Cell phones will be the primary means of communication from each location to all drivers. It is therefore important that each vehicle be equipped with a cell phone which can be carried by the driver at all times when away from the vehicle and away from the home base. Alternately, drivers may be issued company cell phones which must be required to be carried at all times when they are away from the home base with a motorcoach.
- A complete listing of all cell phone numbers issued to drivers or assigned to units as well as a complete listing of all home phone numbers for drivers and other employees must be developed and kept up to date at each location. A copy of a current listing must also be forwarded to the SEPP POC.
- If cell phones cannot be used during a

Personnel Security

Personnel security includes confirmation of identity and credentials. Identification of personnel is the foundation for trust-based access control. This means a degree of confidence that an individual is who he represents himself to be and has the skills and experience claimed. This trust progresses through the ability to confirm compliance with various operational safety and security requirements to sophisticated permission systems in support of information and physical access control. Please review the graduated example below.

Primary Objective: Confirm the identity and credentials of applicants and employees

Sample Security Measures to Implement at Condition Green

- Check motor vehicle records;
- Have a criminal background check;
- Check if applicant is listed on the FBI Watch List;
- Confirm past employment;
- Confirm Social Security number; and
- Subject to drug and alcohol testing—drug or excessive alcohol use may make the individual more susceptible to blackmail or coercion.

Additional Sample Security Measures to Implement at Condition Orange

- Former employees must return all company-issued credentials at the time of their separation from the Company;
- Review the personnel files of employees who were recently terminated by your company to determine if they may pose a current security threat;
- All employees must use a current credential to access workplaces (no piggybacking through access-controlled areas); and
- Interview applicants only at certain times and dates.

PERSONNEL PROTECTION

Personal physical security as well as safety is an essential component of this planning. This begins with the ability of the individual to recognize threatening situations. This must also be supported by systems and infrastructure that provide the capability for a proper response. Robust communications, particularly the ability to communicate as well as function under duress, are an essential consideration. Review the graduated example below. Are there other security measures you would add under a particular condition?

Primary Objective: Protect personnel deemed as critical

Sample Security Measures to Implement at Condition Green






- Determine if the organization has personnel deemed as critical;
- Establish procedures for the protection of personnel deemed critical;

crisis, alternate methods of regular contact or emergency contact must be developed. These can include a listing of numbers where drivers are housed during off duty periods (e.g. hotels or other locations based upon scheduled service, charter or tour itineraries). Drivers should be provided with specific instructions that, if cell phones do not work, they attempt to contact dispatch during any known crisis and then re-contact dispatch as directed.

- The location of all motorcoaches must be accounted for. When drivers are contacted, specific locations should be reported. Any units which are not driven should be accounted for at one of the facilities.
- A daily inventory of coaches must be made. To accomplish this, the bus inventory form will be completed at each location for all units assigned to it. Any unit not accounted for must be reported immediately to the General Manager and then to the SEPP POC.
- Satellite global positioning technology is suggested for all buses. This technology should be investigated, costs estimated, and efforts to obtain funding for implementation should be made.
- The Location Response Coordinator will provide appropriate instructions to drivers.
- Each location should contact and work with local emergency responding agencies to determine the most appropriate response to bomb threats or biohazard threats, and should seek information then to determine their desired response by the Company if a threat is made upon one or all of our buses. If an actual incident occurs, we must know where we should evacuate our passengers.
- A directory of all emergency phone numbers including TSA, FBI, DHS, state and local agencies should be developed and kept up to date at each

location. This list should be forwarded to the SEPP POC

- The accommodation and safety of passengers must be achieved by the Passenger Assistance Coordinator.
- Any passengers experiencing a medical emergency must be attended to directly and locally through contact of medical authorities by the driver.
- Reasonable accommodations (hotels, transportation to and from designated areas, etc.) must be detailed and deployed by the Passenger Assistance Coordinator.
- The Passenger Assistance Coordinator must provide information concerning the status and whereabouts of affected passengers to inquiring family member.
- Use of e-mail notifications and the website should be maximized for this purpose.
- The Driver Support and Direction Coordinator should provide coordination and assistance to drivers throughout the crisis.
- Appropriate information regarding the status and whereabouts of the drivers should be provided to their families when requested.
- The SEPP POC will direct the resumption of normal operations after the crisis has passed and/or clearance has been provided by law enforcement or first responder agencies.
- If no national emergency has been declared, hours of service must be considered for the resumption of normal service.
- Notification of resumption of normal service to passengers should be achieved through the website and e-mail notification as much as possible.

Threat Conditions		Measures
LOW 	A low risk of terrorist attacks	General measures include ensuring personnel receive proper training on the HSAS, regularly assess vulnerabilities of all facilities and regulated sectors.
GUARDED 	A general risk of terrorist attacks.	In addition to protective measures for low condition, review and update emergency procedures; check communications with drivers and employees
ELEVATED 	A significant risk of terrorist attacks.	In addition to protective measures taken in guarded condition, increase surveillance of critical locations, implement contingency and emergency plans, as appropriate.
HIGH 	A high risk of terrorist attacks	In addition to protective measures for elevated condition, driver should take additional precautions when stopping en route, restrict facility access to essential personnel
SEVERE 	A severe risk of terrorist attacks.	In addition to protective measures for high condition, monitor or constrain driver travel or locations for stopping

As the table shows, with each increase in threat, additional measures are implemented. Note that while you may implement additional measures as the threat level is raised, you must be prepared for such implementation well in advance of actual implementation. When the threat is elevated, it will be too late to shop for equipment or to train employees.

The following example for a motor carrier with only one small facility will help illustrate the concepts presented in this chapter. We will provide some sample security measures, organized by HSAS threat level, for a primary objective related to personnel security.

Primary Objective: Prevent unauthorized people from entering facility

Sample Security Measures to Implement at Condition Green or Blue

- Implement photo employee ID badge system;
- Establish control and custody process for badges;
- Enforce display of badges for employees and visitors;
- Rely on employees to challenge individuals with no visible badge or credentials;
- Install a fence around facility;
- Install security guard station(s) at gate(s), but leave them unstaffed; and
- Install perimeter lighting.

Additional Sample Security Measures to Implement at Condition Yellow

- Periodically patrol the site at irregular intervals to spot individuals not displaying their badges;
- Check vehicle inventory and account for all vehicles on a daily basis; and
- Occasionally test employee response to individuals without visible badges or credentials.

Additional Sample Security Measures to Implement at Condition Orange

- Limit site access to one entrance and exit;
- All visitors must be escorted at all times; and
- Post a security guard at the gate for 24-hour (around the clock) coverage.

Additional Sample Security Measures to Implement at Condition Red

- Deny visitors and vendors access to the site.

Notice that a guard gate is used at a higher threat level (orange), but needs to be installed initially, when the threat is low. Otherwise, it is too late to start constructing one in the hectic situation that will undoubtedly accompany an elevated threat. All physical or hardware-based security measures should be ready to deploy when they are needed.

- Identify and assess potential safe havens within buildings to use in emergencies (safe havens are areas that are more survivable than other areas in buildings—basements, hallways, inner rooms, or stairwells—and that generally offer a significant barrier to an intruder);
- Inform employees about buildings that contain safe havens;
- Have an emergency evacuation plan;
- Ensure the emergency evacuation plan has escape routes, emergency lighting, and exits; and
- Establish emergency lockdown/shelter-in-place procedures.

Additional Sample Security Measures to Implement at Condition Blue

- Rehearse procedures for the protection of personnel deemed critical;
- Conduct drills moving employees to designated safe havens, and
- Periodically run drills to test the emergency evacuation plan.

Additional Sample Security Measures to Implement at Condition Yellow

- Ensure that personnel are alerted and familiar with the emergency evacuation plan; and
- Ensure that personnel are familiar with emergency lockdown/shelter-in-place procedures.

Additional Sample Security Measures to Implement at Condition Orange

- Be prepared and implement the emergency evacuation plan or lockdown/shelter-in-place plans, if required

Additional Sample Security Measures to Implement at Condition Red

- Implement protection procedures for critical personnel; and
- Implement the safe-haven plan.

Unauthorized Access

Access control is usually associated with either information or an enclosed space. In either case, the basic organization and approach to defining the control strategy should be as follows:

External Surveillance

Primary Objective: Provide awareness of the area outside the protected space, so that early warning of possible unauthorized access is provided

Review the security measures below. What others can you think of?

- Install closed-circuit television (CCTV) to observe your facility externally and actively monitor its view of critical spaces;
- Increase perimeter lighting;
- Have security/law enforcement periodically check identified covered observation posts that can observe the site;

- Have security/law enforcement periodically check identified cover/concealment opportunities for criminals or terrorists around the site;
- Have security/law enforcement periodically check located infiltration/egress routes for criminal or terrorist use around the site, and
- Have security/law enforcement periodically check the buffer zones around any facility.

Obstacles and Barriers

Obstacles and barriers provide the ability to prevent, discourage, or delay entry into the protected space at its outer boundaries. Another graduated example is provided below. Is this approach starting to make sense?

Primary Objective: Maintain a physical safety system

Sample Security Measures to Implement at Condition Green

- Install a fence around the site;
- Fenced sites should have a "clear zone" inside and outside the fence for unobstructed observation;
- Fenced-in sites should have the capability to have locked, secure gates;
- Install a security alarm system;
- Have sufficient lighting in and around the site; and
- Purchase all necessary equipment for implementation at higher threat levels. A determination will have to be made as to when to install any equipment or devices, even if not used until later. If installation is time consuming, waiting until condition orange or red may be too late

Additional Sample Security Measures to Implement at Condition Blue

- Periodically check lighting in and around the site;
- Test the security alarm systems;
- Test the site alarm system with local law enforcement;
- Test cyber security protocols and back up plans on a semi-annual basis; and
- Locking hardware for gates should be case-hardened chain and high-security padlocks.

Additional Sample Security Measures to Implement at Condition Yellow

- Routinely check lighting in and around the site; and
- Rehearse actions required if the security alarm system is activated

Additional Sample Security Measures to Implement at Condition Orange

- Activate previously installed lighting in areas not routinely covered;
- Activate the emergency law enforcement notification system; and
- Backup automated access systems with employees.

Additional Sample Security Measures to Implement at Condition Red

- Employ additional portable lighting in and around the site for critical assets; and

- Employ obstacles or barriers in addition to standard fencing. Examples would be using concertina or razor wire to provide a double fence, or placing Jersey barriers to restrict vehicular traffic. While the concertina wire or Jersey barriers would have to already be on site, they can be put in place very quickly.

Access Control

Portals should allow authorized personnel, equipment and material to pass through, and exclude the passage of all else. To accomplish this filtration, it is necessary to identify those who have entrance permission. Possession, such as the use of a key, is the most passive form of confirmation, progressing to biometric and confirmation of access systems that can be real-time updated.

Primary Objective: Maintain control of everyone entering the facility

Sample Security Measures

What other measures would be appropriate for your operations?

- Determine if employee identification badges are required;
- Establish a control and custody process for the identification badge program;
- Enforce display of badge for employees while at work;
- Require photo identification badges;
- Limit site access to one entrance and exit;
- Post security guard at gate(s) if not routinely done, and
- Deny visitors, vendors, and job applicants access to the site.

Intrusion Detection

The protected space should not rely totally on boundaries and access controls. Confidence in the protected space can be maintained by an awareness of activities, comparing this awareness with established norms to recognize aberrant conditions.

Primary Objective: Detect unauthorized entry into the facility

Sample Security Measures

Once again, can you come up with other measures?

- Train employees to recognize unauthorized people inside the facility;
- Institute periodic roving patrols of the facility perimeter;
- Install a property alarm system;
- Integrate alarm systems with security force and regularly exercise and check for reliability;
- Tie site alarm system and video surveillance system (if applicable) into local law-enforcement department;
- Have a video camera monitor areas not under direct observation;
- Employ explosive/GSM detection devices; and
- Use metal detectors/x-ray machines to screen personnel, visitors, and bags.

Communication and Reporting

Fire alarms, intercoms, dedicated communication stations and similar assets can be employed in support of detection and response protocols. These capabilities can be employed in non-traditional ways to augment security requirements. Graduated examples are listed below. Review these and, as before, see if you can develop other primary objectives and security measures that would apply.

Primary Objective: Maintain positive communication with driver

Sample Security Measures to Implement at Condition Green

- Implement a predetermined communication plan with drivers and dispatch;
- Driver and dispatcher communicate as needed via cell phone or radio; and
- Purchase equipment and plan for primary, secondary, or tertiary means of communication. As mentioned previously, a determination will have to be made as to when to install any equipment or devices, even if not used until later.

Additional Sample Security Measures to Implement at Condition Blue

- Driver and dispatch maintain regular daily communication via cell phone or radio; and
- Train with new equipment and test your plan for primary, secondary, or tertiary means of communication.

Additional Sample Security Measures to Implement at Condition Yellow

- Implement plan for primary and secondary means of communications;
- Driver and dispatch maintain communication every eight hours via cell phone or radio;
- Ensure dispatchers are familiar with drivers and their voices, and vice versa; and
- Employ radio and Internet deceptive measures for routes, times, and deliveries.

Additional Sample Security Measures to Implement at Condition Orange

- Employ tertiary means of communications to augment primary and secondary means, and
- Driver and dispatch maintain communication every four hours via cell phone or radio.

Additional Sample Security Measures to Implement at Condition Red

- Driver and dispatch maintain communication every two hours via cell phone or radio; and
- Increase frequency of GPS satellite location messages, if used, for certain high-hazard materials.

Dispatch and Response

The response capability should be described in terms of timing, capability, and quantity. Any response that can disrupt or otherwise degrade a potential attack scenario, without placing additional people at risk or otherwise raising the potential target value, may be considered as a security measure. Can you think of other security measures besides those listed below? What could be some primary objectives that the security measures would address?

Sample Security Measures

- Establish procedures for retaining essential employees on site;

- Have an emergency notification plan for employees (e.g., calling tree);
- Plan and procedures for emergency closure;
- When a trip is delayed, late, or does not arrive as scheduled, have an emergency procedure in place for notification;
- Conduct drills and rehearsals with the security response force, and
- Implement predetermined alternate routes and safe stopping places as necessary.

Information Systems

The use of systems can enhance security and allows for the rapid dissemination of information. However, these systems must be secure or protected to prevent intrusion. Once again, some security measures are listed below. Develop one or more primary objectives and then use the measures below, or others you think of, to satisfy each primary objective.

Sample Security Measures

- Initiate a mass notification system for emergencies (public-address system, intercom, alarm);
- Install a computer-intrusion-detection system;
- Monitor Internet activity in your organization;
- Periodically test back-up power for communication systems; and
- Periodically test cyber-security protocol.

En-route Security

A vehicle in transit represents not just a moving target, but also a critical space in constant exposure to an uncontrolled environment harboring a diversity of threats. When defining primary objectives, it is important to remember that the cargo is the prime source of consequential damage. Security measures that do not, in some way, link directly to the covered materials, but just the vehicle, may be of limited value.

Tracking Systems

Satellite systems and other technologies are excellent examples of graduated security capabilities. The frequency of location and status checks can be varied with HSAS alert levels and tailored to specific materials, reflecting the threat environment and potential consequences. A graduated example of measures is listed below. As you review it, think of what other technology is available to enhance security.

Primary Objective: Employ technology to enhance en route security

Sample Security Measures to Implement at Condition Green

- Plan for primary (phone/cell phone), secondary (radio), and tertiary (satellite tracking) means of communications;
- Install by-pass and shutdown mechanisms;
- Install panic-button option in vehicles; and
- Install theft-protection devices to disable fuel, hydraulics, and/or electrical systems;

- Driver should always have a communication device readily available to him,
- Purchase all other necessary technology devices to be installed; and
- Routinely use primary means of communications

Additional Sample Security Measures to Implement at Condition Blue

- Train with new equipment and test plan for primary, secondary, and tertiary means of communications;
- Periodically use secondary means of communication

Additional Sample Security Measures to Implement at Condition Yellow

- Periodically use tertiary means of communication.

Security Issues from the SEPP to be Integrated into Policies and Procedures Governing Fleet Operations

FLEET OPERATIONS COMPONENT TITLE	POLICIES AND PROCEDURES	ADDITIONAL ISSUES IN SEPP
MANAGEMENT COMMITMENT	<ul style="list-style-type: none"> ➤ Safety Policy Statement 	<ul style="list-style-type: none"> ➤ SECURITY AND EMERGENCY PREPAREDNESS
COMPLIANCE RESPONSIBILITIES	<ul style="list-style-type: none"> ➤ Operations/Safety Manager ➤ Drivers, mechanics and others operating company vehicles (and volunteers) ➤ Accident Prevention Committee ➤ Safety incentive program(s) 	<ul style="list-style-type: none"> ➤ EXPANDED TO ADDRESS SEPP ➤ CREATION OF SEPP POINT OF CONTACT (POC) ➤ SECURITY COMMITTEE ➤ SEPP AGENDA FOR QUARTERLY SECURITY COMMITTEE MEETINGS
DRIVERS - INITIAL HIRE	<ul style="list-style-type: none"> ➤ Application ➤ Interviews ➤ Driver Performance History ➤ Physical Requirements/Examinations ➤ Drug Testing ➤ Age ➤ Knowledge of English ➤ Driver Licensing ➤ Operating Skills ➤ Ability to perform simple math. ➤ Reasonable knowledge of the service area and ability to read basic maps ➤ A road test given by a designated Company Supervisor is required 	<ul style="list-style-type: none"> ➤ CRIMINAL RECORDS CHECK ➤ EXPANSION OF NEW HIRE BACKGROUND CHECK ➤ EXPANSION OF NEW HIRE APPLICATION PROCESS TO EMPHASIZE IMPORTANCE OF SAFETY AND SECURITY

FLEET OPERATIONS COMPONENT	POLICIES AND PROCEDURES	ADDITIONAL ISSUES IN SEPP
TITLE		
INITIAL TRAINING	<ul style="list-style-type: none"> ➤ Company Policies and Procedures ➤ Federal and State Regulations ➤ Pre and Post Trip Inspections ➤ Vehicle Familiarization ➤ Basic Operations and Maneuvering ➤ Special Driving Conditions ➤ Backing ➤ Bad Weather ➤ Boarding and Alighting Passengers ➤ Defensive Driving ➤ Passenger Communication and Assistance Training ➤ Off Road ➤ On Road 	<ul style="list-style-type: none"> ➤ ADDITIONAL TRAINING TO ADDRESS SECURITY AWARENESS, REPORTING SUSPICIOUS ACTIVITY, REPORTS AND DOCUMENTATION, PRE AND POST TRIP INSPECTIONS, AND RESPONDING TO SECURITY-RELATED CRISES
DRIVERS-ONGOING SUPERVISION AND TRAINING	<ul style="list-style-type: none"> ➤ Training - refresher/remedial ➤ Evaluation and supervision ➤ Motor vehicle record checks ➤ Physical examination ➤ Drug/Alcohol testing ➤ Safety meetings ➤ Seat-belt usage ➤ Discipline/recognition ➤ Preventable accidents/injuries 	<ul style="list-style-type: none"> ➤ ADDITIONAL REFRESHER TRAINING AND "PROFICIENCY TESTS" FOR KNOWLEDGE OF EMERGENCY PROCEDURES ➤ ADDITIONAL RESPONSIBILITIES FOR SUPERVISION
EMERGENCY PROCEDURES	<ul style="list-style-type: none"> ➤ Emergency driving procedures ➤ Accident causes <ul style="list-style-type: none"> ○ Slippery road surfaces ○ Driving at night ○ Driving in mountainous areas ○ Winter driving ○ Driving in very hot weather ➤ Vehicle breakdowns and unavoidable stops ➤ Vehicle fire/evacuation ➤ Hold up/robbery 	<ul style="list-style-type: none"> ➤ EXPANSION OF EMERGENCY PROCEDURES TO INCLUDE ADDITIONAL SECURITY AND EMERGENCY CONDITIONS ➤ EXPANSION OF EMERGENCY PROCEDURES TO INCLUDE SUPPORT OF COMMUNITY

FLEET OPERATIONS COMPONENT TITLE	POLICIES AND PROCEDURES	ADDITIONAL ISSUES IN SEPP
	<ul style="list-style-type: none"> ➤ Hijacking ➤ Natural disasters <ul style="list-style-type: none"> ○ Tornado ○ Flood procedures - vehicle 	<ul style="list-style-type: none"> RESPONSE TO A MAJOR EVENT OR EMERGENCY ➤ EXPANSION OF PROCEDURES FOR MANAGING DIFFICULT AND THREATENING PASSENGERS, INCLUDING ASSAULT AND HIJACK ➤ EMERGENCY TRAINING AND EXERCISING
PASSENGER SAFETY	<ul style="list-style-type: none"> ➤ General guidelines ➤ Seatbelts (if applicable) ➤ Child safety seats ➤ Mobility device securement and passenger restraint systems ➤ Difficult passengers ➤ Medical condition/medical assistance ➤ Basic First Aid ➤ Bloodborne pathogens/infection control 	<ul style="list-style-type: none"> ➤ EXPANSION OF PROCEDURES FOR RESPONSE TO BOMB THREATS AND CHEMICAL, RADIOLOGICAL AND BIOLOGICAL EVENTS
VEHICLES & EQUIPMENT	<ul style="list-style-type: none"> ➤ Vehicles & equipment <ul style="list-style-type: none"> ○ A Level Inspection ○ B Level Inspection ○ C Level Inspection ➤ Pre & post trip inspections ➤ Emergency equipment on vehicles and usage ➤ Use of emergency equipment on vehicle ➤ Vehicle security ➤ Vehicle safety in and around the shop or yard 	<ul style="list-style-type: none"> ➤ EXPANSION OF VEHICLE SECURITY PROCEDURES ➤ EXPANSION OF MAINTENANCE PROCEDURES FOR IDENTIFYING AND REPORTING VANDALISM, SUSPICIOUS SUBSTANCES, OR VEHICLE TAMPERING

FLEET OPERATIONS COMPONENT TITLE	POLICIES AND PROCEDURES	ADDITIONAL ISSUES IN SEPP
		<ul style="list-style-type: none"> ➤ EXPANSION OF VEHICLE PROCUREMENT PROCEDURES TO ADDRESS AND INCLUDE SECURITY TECHNOLOGY
ACCIDENT MANAGEMENT	<ul style="list-style-type: none"> ➤ Accident documentation packet ➤ Accident notification procedures – driver responsibility ➤ Accident investigation – management responsibility ➤ Accident investigation kit ➤ Reconstruction & analysis ➤ Drug and alcohol tests ➤ Media relations and crises communication after an accident 	<ul style="list-style-type: none"> ➤ ADDITIONAL TOOLS FOR ACCIDENT DOCUMENT PACKET TO ADDRESS SECURITY ➤ ADDITIONAL TOOLS FOR MEDIA RELATIONS
INSURANCE CLAIMS AND LITIGATION MANAGEMENT	<ul style="list-style-type: none"> ➤ Dealing with adjusters ➤ Dealing with attorneys – ours/theirs 	<ul style="list-style-type: none"> ➤ ADDITIONAL CONSIDERATIONS FOR COVERAGE
DAY TO DAY OPERATIONS – MONITORING FOR SAFETY	<ul style="list-style-type: none"> ➤ Record keeping ➤ Keeping informed <ul style="list-style-type: none"> ○ Websites ○ Publications 	<ul style="list-style-type: none"> ➤ ADDITIONAL REPORTS FOR SECURITY-RELATED INCIDENTS

Quality Assurance

Transit Systems Unlimited, Inc.

8976 Laurel Canyon Blvd.

Sun Valley 91352

Phone 818-504-7270

Fax 818-504-6403

Quality Assurance Program

Transit Systems assures that the services for the Topanga Canyon Beach Shuttle Service will be performed in accordance with the guidelines set forth in the RFP by LA County. Transit Systems will assure to meet or exceed all of the RFP's requirements and recommendations. We ensure that the delivery of all services outlined in the RFP and the scope of work will be completed in a timely manner and that services will be free of defects. We will achieve this by having 100 percent on time performance, proper preventative maintenance, a quality management and leadership, as well as trained, knowledgeable, professional operators to carry out the operation of the Topanga Canyon Beach Shuttle Service.

Our plan is to have the same staff running the operations as in the past. We will have the same set of drivers so that they will know the procedures and they will have a clear understanding of the route, stops, and what to do. The drivers will be paid an 8 hour minimum each day. In the event that the driver was to show up and the service is canceled, they will still receive the 8 hours. This incentive will make the drivers happier and more willing to work on the beach bus contract.

The on-time performance will be achieved by having the driver arrive to the yard two hours prior to the first pick up. This will allow proper bus check (pre-trip inspection) and proper travel time. The preventative maintenance will be achieved by doing bus inspections by mechanics and drivers prior to the bus departure from the yard. There will always be at least three people on duty when the driver signs on. The driver is met on the yard by a supervisor or a dispatcher, a mechanic, and a bus washer. These three key figures are there to help assist the driver with any problems or questions they may have. 99 percent of the time, the project manager will be on site, upstairs, to check the drivers' on-time performance at the yard for their sign on. We have an excellent management team that will lead our professional drivers through the contract to ensure success for the Transit Systems team.

The demand of the Topanga Canyon Beach Shuttle Service will be met by Transit Systems by consistently devoting our time and effort to make everything run smoothly.

Transit Systems agrees to provide services as described in the RFP for Topanga Canyon Beach Shuttle Service (2017-PA004) including but not limited to Exhibit A, Scope of Work.

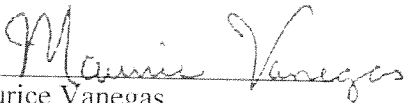
Transit Systems will furnish all utilities, storage facilities, equipment, maintenance, office staff, and drivers. We shall have working A/C and heaters on our buses as well as spare parts in the yard. We will create and save copies of our vehicle inspection reports. We shall report and keep record of any in-service breakdowns. We will provide all service route signs as needed or those provided by the LA County office. We will provide all communications equipment for the drivers, buses, and in the office to maintain communication at all times. We understand that we shall bill on a monthly basis. We shall collect fares and deduct them from the invoice that we send to the county. We will provide all personnel including office staff, managers, supervisors, mechanics, bus washers, and drivers.

Transit Systems will generate all route sheets, trip reports, vehicle usage reports, and bus inspection reports. We will create reports of any operational problems, passenger complaints, road calls, and accidents or incidents.

Transit Systems, currently, will continue to use our Controlled Substance and Alcohol Testing. We currently do pre-employment drug tests as well as periodic random Drug and Alcohol Tests for all drivers.

See the following attached for sample forms Transit Systems uses for the Topanga Canyon Beach Shuttle Service.

Sincerely,



Maurice Vanegas

President

Transit Systems Unlimited, Inc.

VEHICLE INSPECTION REPORT TO BE DONE DAILY AT BEGINNING OF SHIFT

Bus Number _____
 Drivers Name _____
 Drivers Signature _____



Date _____
 Mileage End _____
 Mileage Start _____
 Total Mileage _____

PRE TRIP INSPECTION

<input type="checkbox"/> Fluid Leaks Under Bus	<input type="checkbox"/> Parking Brake	<input type="checkbox"/> Windshield Wipers
<input type="checkbox"/> Loose Wires, Hoses & Belts	<input type="checkbox"/> Tires & Rims	<input type="checkbox"/> Drivers Seat Belt
<input type="checkbox"/> Oil, Coolant & Trans Fluid	<input type="checkbox"/> Axle & Lug Nuts	<input type="checkbox"/> Seats & Handrails
<input type="checkbox"/> All Gauges & Indicators	<input type="checkbox"/> Horn	<input type="checkbox"/> Cleanliness of Interior
<input type="checkbox"/> Brake Test Cut In/Cut Out	<input type="checkbox"/> Lights (Interior & Exterior)	<input type="checkbox"/> Registration & Certificates
<input type="checkbox"/> Static Brake Test (Bus Off)	<input type="checkbox"/> Mirrors	<input type="checkbox"/> Fire Extinguisher & Reflectors
<input type="checkbox"/> Air Loss (Applied)	<input type="checkbox"/> Doors & Door Interlock	<input type="checkbox"/> Wheelchair

**DEFECTS
 (CHECK ONLY DEFECTIVE ITEMS)**

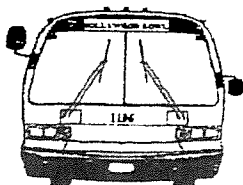
<p>ENGINE</p> <input type="checkbox"/> Wont Start/Needs Jump <input type="checkbox"/> Hot Engine/Water Leaks <input type="checkbox"/> Low Oil/Oil Leaks <input type="checkbox"/> Starts Hard <input type="checkbox"/> No Power <input type="checkbox"/> Smokes <input type="checkbox"/> Idles Rough/Vibration <input type="checkbox"/> Other (Explain) _____ <p>BRAKES</p> <input type="checkbox"/> Air Leak <input type="checkbox"/> Soft <input type="checkbox"/> Pull to L/R <input type="checkbox"/> Noisy <input type="checkbox"/> Dragging <input type="checkbox"/> Smoking <input type="checkbox"/> Other (Explain) _____ <p>TIRES & WHEELS</p> <input type="checkbox"/> Flat <input type="checkbox"/> Embedded Object <input type="checkbox"/> Cut <input type="checkbox"/> Smooth/Cord <input type="checkbox"/> LF RF RRI RRO LRI LRO	<p>LIGHTS</p> <input type="checkbox"/> Marker Lights <input type="checkbox"/> Headlights <input type="checkbox"/> Tail Lights <input type="checkbox"/> Reverse Lights <input type="checkbox"/> Interior Lights <input type="checkbox"/> Drivers Light <p>TRANSMISSION</p> <input type="checkbox"/> Do Not Shift Light Comes On <input type="checkbox"/> Wont Go Into Gear <input type="checkbox"/> Slips/Grinds/Lurches <input type="checkbox"/> Excessive Noise <input type="checkbox"/> Leaks <p>AC & HEATING</p> <input type="checkbox"/> Not Working <input type="checkbox"/> Too Hot <input type="checkbox"/> Defroster Defective <input type="checkbox"/> Drivers Blower <p>STEERING</p> <input type="checkbox"/> Hard/Binds <input type="checkbox"/> Shimmy <input type="checkbox"/> Excessive Play <input type="checkbox"/> Leaks	<p>ELECTRICAL EQUIPMENT</p> <input type="checkbox"/> Alternator/Starter <input type="checkbox"/> Turn Signals <input type="checkbox"/> Horn <input type="checkbox"/> Flashers <input type="checkbox"/> Destination Sign <input type="checkbox"/> Monitor, DVD, Radio, Laptop <input type="checkbox"/> PA Systems/Microphone <p>ENTRANCE/EXIT DOORS</p> <input type="checkbox"/> Slow <input type="checkbox"/> Inoperative <input type="checkbox"/> Other (Explain) _____ <p>WHEELCHAIR LIFT</p> <input type="checkbox"/> Will Not Deploy <input type="checkbox"/> Will not Lower/Raise <input type="checkbox"/> No Restraint Down/Up <input type="checkbox"/> Lift Will Not Fold To Park <p>GRAFFITI (Note Location)</p> <input type="checkbox"/> Interior <input type="checkbox"/> Exterior <p>RETARDER</p> <input type="checkbox"/> Sticks On <input type="checkbox"/> Retarder Inoperative
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IMPORTANT: Help expedite repairs by providing necessary information regarding defects.

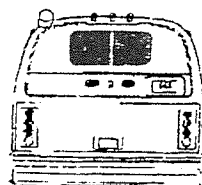
ABOVE DEFECTS NEED NOT BE CORRECTED FOR SAFE OPERATION OF VEHICLE
 ABOVE DEFECTS CORRECTED

MECHANICS SIGNATURE _____ DATE _____

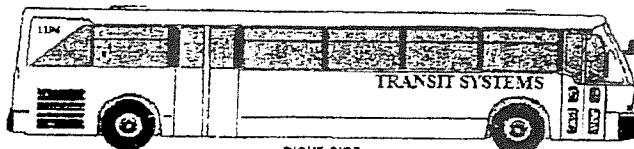
NOTE ANY BODY DAMAGE OR GRAFFITI



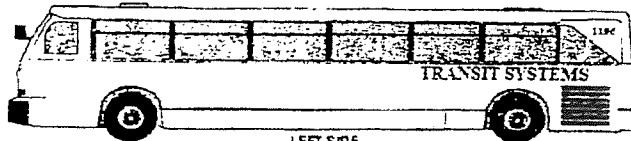
FRONT END



REAR END



RIGHT SIDE



LEFT SIDE

DRIVER REVIEWING REPAIRS: SIGNATURE _____ DATE _____

DETACH ORIGINAL AND RETURN TO OFFICE

Transit Systems Unlimited, Inc.

"The Winning Name In The Business"

*For four bus operation inspection of these items required by 34505 CVC

BUS MAINTENANCE & SAFETY INSPECTION

OWNER'S NAME

2003 FORD

License 22976F1

Bus 24 FT

2017

VIN: 1FDXE45M13HA56453

	JAN		FEB		MAR		APR		MAY		JUN		JUL		AUG		SEP		OCT		NOV		DEC		
	Mileage	Mileage	Mileage	Mileage	Mileage	Mileage	Mileage	Mileage	Mileage	Mileage	Mileage	Mileage	Mileage	Mileage	Mileage	Mileage	Mileage	Mileage	Mileage	Mileage	Mileage	Mileage	Mileage	Mileage	
INTERIOR AND EXTERIOR																									
1. Floor mats were inspected for safety	X				X	X																			
2. Mirrors were inspected for safety	X				X	X																			
3. Windshield wipers were inspected for safety	X				X	X																			
4. Windshield washer spray was inspected for safety	X				X	X																			
5. Windshield washer fluid was inspected for safety	X				X	X																			
6. Windshield wiper blades were inspected for safety	X				X	X																			
7. Windshield wiper motor was inspected for safety	X				X	X																			
8. Windshield wiper arm was inspected for safety	X				X	X																			
ENGINE AND ELECTRIC																									
9. Engine oil level was inspected for safety	X				X	X																			
10. Engine oil filter was inspected for safety	X				X	X																			
11. Engine oil pressure was inspected for safety	X				X	X																			
12. Engine oil temperature was inspected for safety	X				X	X																			
13. Engine oil level was inspected for safety	n	a	n	a	n	a	n	a	n	a	n	a	n	a	n	a	n	a	n	a	n	a	n	a	n
14. Engine oil pressure was inspected for safety	X				X	X																			
15. Engine oil temperature was inspected for safety	X				X	X																			
16. Engine oil level was inspected for safety	X				X	X																			
BRAKES																									
17. Brake fluid level was inspected for safety	X				X	X																			
18. Brake fluid level was inspected for safety	n	a	n	a	n	a	n	a	n	a	n	a	n	a	n	a	n	a	n	a	n	a	n	a	n
19. Brake fluid level was inspected for safety	n	a	n	a	n	a	n	a	n	a	n	a	n	a	n	a	n	a	n	a	n	a	n	a	n
20. Brake fluid level was inspected for safety	n	a	n	a	n	a	n	a	n	a	n	a	n	a	n	a	n	a	n	a	n	a	n	a	n
21. Brake fluid level was inspected for safety	n	a	n	a	n	a	n	a	n	a	n	a	n	a	n	a	n	a	n	a	n	a	n	a	n
22. Brake fluid level was inspected for safety	n	a	n	a	n	a	n	a	n	a	n	a	n	a	n	a	n	a	n	a	n	a	n	a	n
23. Brake fluid level was inspected for safety	X				X	X																			
24. Brake fluid level was inspected for safety	X				X	X			X																
25. Brake fluid level was inspected for safety	X				X	X			X																
26. Brake fluid level was inspected for safety	X				X	X			X																
27. Brake fluid level was inspected for safety	X				X	X			X																
CHASIS																									
28. Chassis inspection was inspected for safety	X				X	X																			
29. Chassis inspection was inspected for safety	X				X	X			X																
30. Chassis inspection was inspected for safety	X	X			X	X			X																
31. Chassis inspection was inspected for safety	X				X	X			X																
32. Chassis inspection was inspected for safety	X				X	X			X																
33. Chassis inspection was inspected for safety	X				X	X			X																
34. Chassis inspection was inspected for safety	X				X	X			X																
35. Chassis inspection was inspected for safety	X				X	X			X																
36. Chassis inspection was inspected for safety	X				X	X			X																
37. Chassis inspection was inspected for safety	X				X	X			X																
38. Chassis inspection was inspected for safety	X				X	X			X																
NOTES																									
01/20/17 PM Service r/r fuel filter air filter oil filter																									
03/03/17 none noted at this time																									
04/16/17 r/r front rotors pads weld spring bracket																									

FILE COPY

INSPECTION OF THESE ITEMS REQUIRED BY 34505 CVC
Inspector's Signature(s) and Date(s) of Inspection

January 1/20/17	April 4/15/2017	July	October
February	May	August	November
March 3/3/2017	June	September	December

Transit Systems Unlimited, Inc.
 8976 Laurel Canyon Blvd.
 Sun Valley, California 91352

Invoice

Date	Invoice #
4/30/2017	59536

Bill To

County of Los Angeles DPW - Line8
 Attn: Fiscal Division Accounts Payable
 P.O. Box 7508
 Alhambra, California 91802-7508

Transit Systems Unlimited, Inc.
 www.transitsystems.biz
 phone 818 - 504 - 7270
 fax 818 - 504 - 6403

EMPLOYEE SHUTTLE - DAY TRIPS
 FRATERNITY & SORORITY EVENTS
 CHURCH TRIPS - SPECIAL EVENTS

EVENT DATE	STARTING LOCATION
4/1/2017	1. Owensmouth Ave/ Oxnard St per scheduled route to Santa Monica State Beach
STARTING TIME	
Varies	

ENDING TIME	PHONE/FAX	CONTACT PERSON	TERMS	P.O. NUM...	E-MAIL ADDRESS
VARIABLES	626-458-3921	Armine Hovsepyan	Net 30	003108-Am1	

DESTINATION	DESCRIPTION	QTY	RATE	AMOUNT
Beach Bus - Line 8	Summer Beach Bus Service - Contract - 003108 Invoice for the Month of APRIL 2017 (as Extension of Beach Bus Program).	1		
FILE COPY				
Total			\$	
Payments/Credits			\$	
Balance Due			\$	

FILE COPY

TOPANGA BEACH BUS

	TRIP #1				TRIP #2				TRIP #3				Total
	Time	Senior	General	Alighting	Time	Senior	General	Alighting	Time	Senior	General	Alighting	
TO SANTA MONICA		\$0.50	\$1.00			\$0.50	\$1.00			\$0.50	\$1.00		
Owensmouth Av/Oxnard St	9:30				12:15				3:30				
Topanga Cyn Bl/ Ventura Bl	9:40		1		12:25				3:40		1		
Woodland Park Mobile Estates	9:45				12:30				3:45				
Viewridge Rd/Topanga Cyn Bl	9:50				12:35				3:50				
General Store	10:05	1			12:50				4:05	2			
Topanga Beach	10:15				1:00				4:15				
Will Rogers State Beach @Sunset Blvd	10:18				1:03				4:18		1		
Will Rogers State Beach @ Temescal Cyn Rd	10:20				1:05				4:20				
Santa Monica State Beach	10:30				1:15				4:30				
BACK TO TOPANGA		15 Min Break				45 Min Lunch Break				15 Min Break			
Santa Monica State Beach	10:45				2:00	1			4:45				
Will Rogers State Beach	11:00				2:15				5:00				
Will Rogers State Beach @ Sunset Blvd	11:05				2:20		1		5:05				
Topanga State Beach	11:10				2:25				5:10				
Shopping Center	11:25				2:40				5:25				
Viewridge Rd/Topanga Cyn Bl	11:40				2:55				5:40				
Woodland Park Mobile Estates	11:45				3:00				5:45				
Topanga Cyn Bl/ Ventura Bl	11:50				3:05				5:50				
Owensmouth Av/Oxnard St	12:00				3:15				6:00				
Passengers		1	1	2		1	1	2		2	2	4	8
Fares		1.50	1.00			1.50	1.00			1.50	1.00		3.50
Total Revenue		\$2.50				\$2.50				\$3.00			\$8.00

Round Trip Starting Miles 392343
 Round Trip Ending Miles 392353

Round Trip Starting Miles 392383
 Round Trip Ending Miles 392423

Round Trip Starting Miles 392423
 Round Trip Ending Miles 392463

Date 4/12/71
 Driver R. S. ...

Vehicle Number 1045

Starting Miles Route 392343
 Ending Miles Route 392463

Route	Date	Order #	Farebox Amt	# of Buses	Rate per Fare (es)	Total
TopangaCanyon	4/1/2017		-38.50	1	\$	50
TopangaCanyon	4/2/2017		-23.00	1	\$	50
TopangaCanyon	4/3/2017		-10.50	1	\$	50
TopangaCanyon	4/4/2017		11.50	1	\$	50
TopangaCanyon	4/5/2017		-19.50	1	\$	50
TopangaCanyon	4/6/2017		-19.50	1	\$	50
TopangaCanyon	4/7/2017		-32.00	1	\$	50
TopangaCanyon	4/8/2017		0.00	0		00
TopangaCanyon	4/9/2017		0.00	0		00
TopangaCanyon	4/10/2017		-33.50	1	\$	50
TopangaCanyon	4/11/2017		-40.50	1	\$	50
TopangaCanyon	4/12/2017		-26.00	1	\$	00
TopangaCanyon	4/13/2017		-54.00	1	\$	00
TopangaCanyon	4/14/2017		-62.00	1	\$	00
TopangaCanyon	4/15/2017		-13.50	1	\$	50
TopangaCanyon	4/16/2017		-4.50	1	\$	50
TopangaCanyon	4/17/2017		-6.00	1	\$	00
TopangaCanyon	4/18/2017		-10.00	1	\$	00
TopangaCanyon	4/19/2017		-24.50	1	\$	50
TopangaCanyon	4/20/2017		-19.00	1	\$	00
TopangaCanyon	4/21/2017		-5.00	1	\$	00
TopangaCanyon	4/22/2017		-10.00	1	\$	00
TopangaCanyon	4/23/2017		-12.50	1	\$	50
TopangaCanyon	4/24/2017		-12.00	1	\$	00
TopangaCanyon	4/25/2017		-13.50	1	\$	50
TopangaCanyon	4/26/2017		-6.00	1	\$	00
TopangaCanyon	4/27/2017		-7.00	1	\$	00
TopangaCanyon	4/28/2017		-7.00	1	\$	00
TopangaCanyon	4/29/2017		-6.00	1	\$	00
TopangaCanyon	4/30/2017		-5.00	1	\$	00
Total (APRIL 2017)			-\$530.00	28	\$	1.00

INVOICE #59536

FILE COPY

Equipment

Transit Systems Unlimited, Inc.

8976 Laurel Canyon Blvd.

Sun Valley 91352

Phone 818-504-7270

Fax 818-504-6403

Equipment

It is Transit Systems understanding that we must demonstrate the capacity, experience, and know-how to perform the service required in this RFP. We understand that for this contract, we will provide all vehicles including: buses, service vehicles and emergency response vehicles that are ADA equipped. We also understand that it is our sole responsibility to maintain and upkeep the vehicles so they are ready for service at any time.

For route 8, we plan to have 3 CNG powered mini buses that meet the requirements of the RFP. At the moment, we have one unit that meets the Minimum Required Contractor Vehicle Specifications as described in Exhibit I but plan on purchasing two more buses for the Topanga Canyon Beach Shuttle Service. The vehicles used for this contract will be in excellent condition and will be serviced and maintained each day, including cleaning exterior and interior, and making sure the bus is mechanically suitable for service that day. If that vehicle is not ready for service, then an equally adequate bus will be provided.

All buses are maintained regularly and have preventative maintenance done to them. All Buses are free of graffiti and body damage as well as being cleaned thoroughly inside and out on a daily basis.

Transit Systems understands that it is our sole responsibility to provide all fuel, lubricants, repairs, tools, cleaning supplies, parts, shop supplies, labor, maintenance, all components needed to have the bus fully operational.

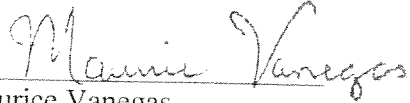
Transit Systems acknowledges that each vehicle is required to be inspected annually by the contract manager and or by the CHP.

All Transit Systems buses are air conditioned and have heaters for both cold and hot weather.

Spare parts are always available and stored on site in our storage containers at 8976 Laurel Canyon Blvd., Sun Valley, CA 91352.

Please see attached photographs of two types of buses that will be used for the Topanga Canyon Beach Shuttle Service.

Sincerely,

A handwritten signature in cursive script that reads "Maurice Vanegas". The signature is written in dark ink and is positioned above a horizontal line.

Maurice Vanegas
President
Transit Systems Unlimited, Inc.









Subcontractors

Transit Systems Unlimited, Inc.

8976 Laurel Canyon Blvd.

Sun Valley 91352

Phone 818-504-7270

Fax 818-504-6403

Subcontractors

Transit Systems does not plan to use any subcontractors for the Topanga Canyon Beach Shuttle Service.

Sincerely,



Maurice Vanegas

President

Transit Systems Unlimited, Inc.

Financial Resources

Transit Systems Unlimited, Inc.

8976 Laurel Canyon Blvd.

Sun Valley 91352

Phone 818-504-7270

Fax 818-504-6403

Financial Resources

Please see "Additional Information" Section for required documents.

License and Certification

CALIFORNIA COMMERCIAL DRIVER LICENSE



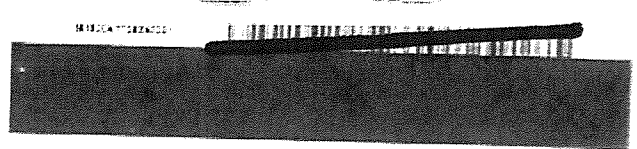
CLASS B
 EXP 07/11/2021

LN ELLIOTT
 FN DANIEL CHARLES

RSTR NONE 07111988

SEX M HA [REDACTED] EYES HZL
 HGT 6-01" WGT 230 lb AGE 35
 DL 06/30/2016 537471000201 06/30/2016

Daniel Elliott



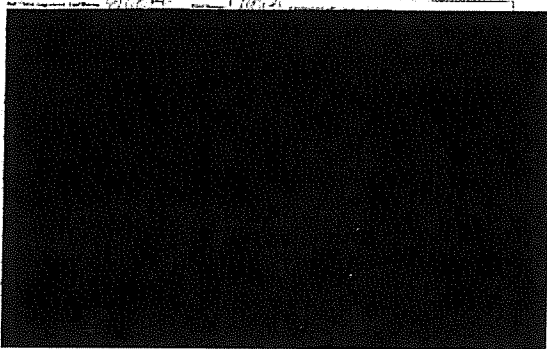
CLASS B - Veh No A & No MC
 ENFORCEMENTS Apply To
 RESTRICTIONS None



See reverse of license for details of
 when a license holder is issued a
 license subject to an enforcement
 which restricts the holder's license.

[Signature]
 DATE

NATIONAL IDENTIFICATION NUMBER
 [REDACTED]



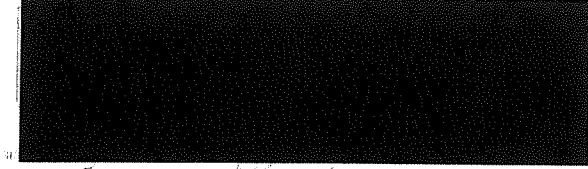
CERTIFICATE RESTRICTIONS (Enforcements)

- 0 None
- 1 Automatic Transmission Only (Restriction 54)
- 2 Hydraulic Brake Only (Restriction 49)
- 3 Type 2 Bus Only (Restriction 38)
- 4 Conventional or Type 2 Bus Only
- 5 Two-Axis Motor Truck or Passenger Vehicle
- 6 First Aid Test Waived - Must Carry 12521ver 1.0
- 7 Other (Explanation required)
- A Motorist vehicle with low speed motor cycle
- B Youth Bus may transport minors plus child residents

CALIFORNIA SPECIAL DRIVER CERTIFICATE

EXPIRES SEPTEMBER 2021

FULL NAME
 DANIEL CHARLES ELLIOTT

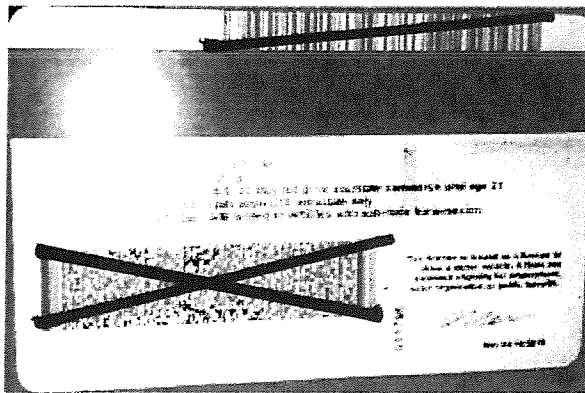
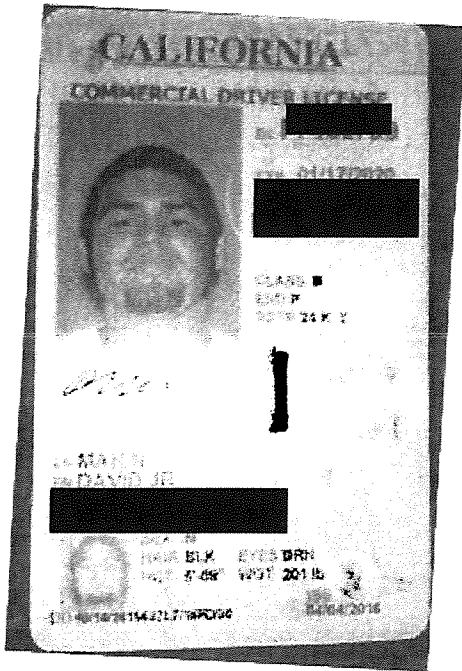


Daniel Elliott

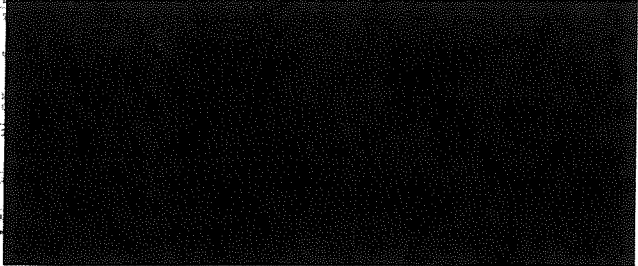
575

~~XXXXXX~~ BUS - SPAB - FARM LABOR - YOUTH BUS - GPPV - VDDP

CROSS OUT THOSE
 VEHICLES APPLICANT
 IS NOT CERTIFIED TO
 DRIVE



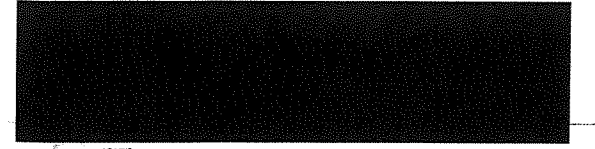
Driving - see license for any other (14 CCR 101.21)
 Operating - see license for any other (14 CCR 101.21)
 Limited - see license for any other (14 CCR 101.21)



CALIFORNIA SPECIAL DRIVER CERTIFICATE

DATE OF BIRTH: MONTH DAY YEAR | EXPIRES BIRTHDAY | DRIVER LICENSE NO.

FULL NAME: DAVID MARIN JR



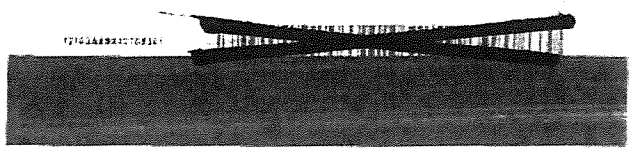
DRIVING AREA: 575
 SPAB - FARM LABOR - YOUTH BUS | GPPV - VDDP

CROSS OUT THOSE VEHICLES APPLICANT IS NOT CERTIFIED TO

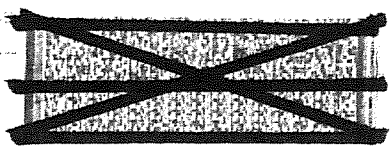
CALIFORNIA DRIVER LICENSE



SOTELO
MARISOL GARBELA
 SEX: F HAIR: BRN EYES: BRN
 HT: 5'00" WT: 125 LB
 BIRTH: 05/11/2002
 CLASS: 0722197-
 EXPIRES: 05/11/2012



CLASS: 0722197- AND NO MC
 ENDORSEMENTS: P Passenger - School Bus
 RESTRICTIONS: 29 School bus - with Restraint required to transport students
 06/20/2012



This license is issued as a result of
 a criminal conviction. It does not
 constitute a liability for any criminal
 offense committed by the licensee.

OFFICIAL CALIFORNIA DRIVER LICENSE
 This license is issued as a result of a criminal conviction. It does not constitute a liability for any criminal offense committed by the licensee.

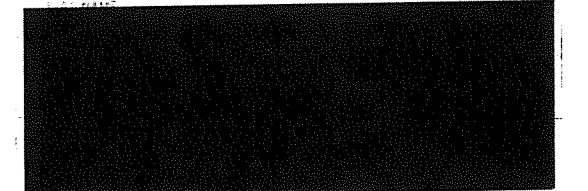
Hearing corrected with hearing aid
 Hearing corrected with hearing aid
 Hearing corrected with hearing aid
 Hearing corrected with hearing aid

Driving while under the influence of alcohol or drugs
 Driving while under the influence of alcohol or drugs
 Driving while under the influence of alcohol or drugs

The following have provided regarding this license:
 [Redacted]

CALIFORNIA SPECIAL DRIVER CERTIFICATE

CLASSIFICATION: [Redacted] EXPIRES: 05/11/2012



Issued to: *Marisol Garbela*
 License Number: 575
 SCHOOL BUS - SPAB - FARM LABOR - YOUTH BUS - GPV - VADP

EXPIRES: 05-22-12
 EXPIRES: 07-23-12

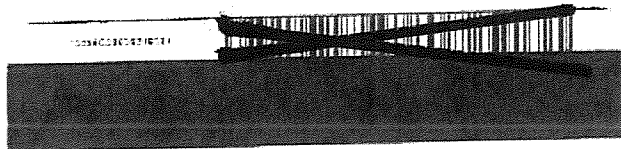
- CLASSIFICATION: 0722197- AND NO MC
- 1. School Bus - with Restraint required to transport students
 - 2. School Bus - with Restraint required to transport students
 - 3. School Bus - with Restraint required to transport students
 - 4. School Bus - with Restraint required to transport students
 - 5. School Bus - with Restraint required to transport students
 - 6. School Bus - with Restraint required to transport students
 - 7. School Bus - with Restraint required to transport students
 - 8. School Bus - with Restraint required to transport students

CALIFORNIA COMMERCIAL DRIVER LICENSE

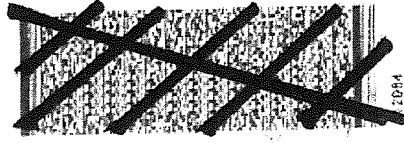


CLASS B
 END PS
 LXP 11/29/2018
 LI SANCHEZ
 FN ROSA CONTRERAS
 DOB 11/29/1964
 RSTR 29
 SEX F HAIR BLK EYES BRN
 HGT 5-00" WGT 160 lb
 00 0029201353713 DER 11 09/23/2013

Rosa Sanchez



CLASS: B Veh. No A & No MC
 ENDORSEMENTS: P-Passenger, S-School Bus
 RESTRICTIONS: 29-School bus certificate required to transport student passengers



The licensee is exempt in a motor vehicle from the requirement for a license when operating a public vehicle.

VEHICLE EXAMINER'S CERTIFICATE

I certify that I have examined Rosa Sanchez in accordance with the Federal Motor Carrier Safety Regulations (FMCSR) 39.141, 39.143 and with knowledge of the laws of the State of California and, if applicable, restrictions:

I am a commercial driver
 I am a school bus driver
 I am a passenger vehicle driver
 I am a school bus driver

The examinee has provided regarding the physical examination a true and correct, complete statement from which any information related to my duties is reliable and accurate and is in my best interest.

CALIFORNIA SPECIAL DRIVER CERTIFICATE

DATE OF BIRTH: [REDACTED] EXPIRED BIRTHDAY: 2018 DRIVER LICENSE NO: [REDACTED]

FULL NAME: ROSA SANCHEZ

SIGNATURE OF LICENSEE: *Rosa Sanchez*

Valid only for the vehicles listed and when accompanied by an appropriate valid California driver license

SCHOOL BUS - SPAB - FARM LABOR - YOUTH BUS - GPFV - VDDP

- CERTIFICATE RESTRICTIONS (Endorsements):**
- 0 - None
 - 1 - Automatic Transmission Only (Restriction 64)
 - 2 - Hydraulic brakes Only (Restriction 48)
 - 3 - Type 2 Bus Only (Restriction 76)
 - 4 - Conventional or Type 2 Bus Only
 - 5 - Two-Axis Motor Truck or Passenger Vehicle
 - 6 - First Aid Test Waived. Must Comply 12502(m) & (c)
 - 7 - Other explanation required.
 - 8 - May drive vehicle with two-speed rear axle
 - 9 - Youth Bus may transport to/from base of operations

RESTRICTIONS: 1,6 EXPIRATION DATE: 06-20-13 DATE ISSUED: 11-23-13

CALIFORNIA

COMMERCIAL DRIVER LICENSE



DOB: [REDACTED]

EXP: 07/11/2020

CLASS: B
END P
ASTN 24 K Br

[Signature]

000011101

SANDOVAL



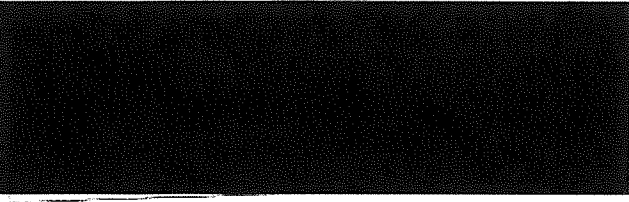
HAIR BLK EYES BRN
HGT 5-07" WGT 190 lb

DOB 05/13/1966 SEX M
ISS 06/18/2018

Medical Certificate
By General Practitioner

I hereby certify that the applicant is qualified to drive a motor vehicle in California and is not suffering from any physical condition which would prevent him/her from driving a motor vehicle safely. I have examined the applicant and find him/her to be in good health and fit to drive a motor vehicle.

Signature: _____
Date: _____



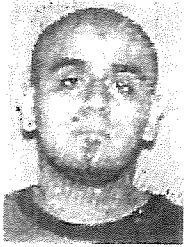
CALIFORNIA SPECIAL DRIVER CERTIFICATE *DMV*

DATE OF ISSUE: [REDACTED] EXPIRES: 2021

[REDACTED]

[REDACTED]

CALIFORNIA COMMERCIAL DRIVER LICENSE



DL [REDACTED] CLASS E
 EXP 05/27/2015 END PS
 LN ABUNDIZ
 FN JOSE DE JESUS JR
 [REDACTED]
 DOB 05/27/1992
 RSTR 29 05271992
 SEX M HAIR BRN EYES BRN
 HGT 6'00" WGT 191 lb LSN
 DTN# 20145124000000 05/22/2014



CLASS: B - Veh, No A & No WE
 ENDORSEMENTS: P, Psgr, S, SS, G
 RESTRICTIONS: If School bus certificate required to maintain eligible packages



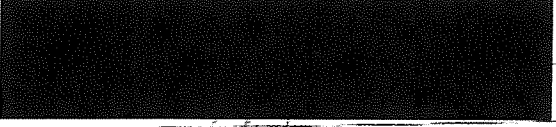
The license is issued in a regular or cash disability or impairment order application or public law 104-192

Administrative section of the license application, including checkboxes for various categories and a large redacted area at the bottom.

CALIFORNIA SPECIAL DRIVER CERTIFICATE

DATE OF BIRTH: [REDACTED] EXPIRES BIRTHDAY: 2018 DRIVER LICENSE NO: [REDACTED]

FULL NAME: JOSE DE JESUS ABUNDIZ, JR

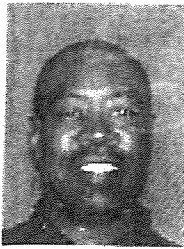


SIGNATURE OF LICENSEE: [Signature]
 Valid only for the vehicles listed and when accompanied by an appropriate valid California driver license
 EXP AREA: 580
 SCHOOL BUS - SPAB - FARM LABOR - YOUTH BUS - GPPV - VDDP

RESTRICTIONS: 1 APPLICATION DATE: 02-11-14 DATE ISSUED: 05-22-14

- VEHICLE TYPE RESTRICTION ONLY (Type in 1-11)
1. Automobile (Truck up to 10,000 lbs GVW)
 2. Motorcycles Only (Maximum 43)
 3. Tractor Only (Maximum 75)
 4. Commercial Type A Bus Only
 5. School Bus (Tractor P, 10,000 lbs GVW)
 6. Farm Labor Vehicle (Tractor P, 10,000 lbs GVW)
 7. Other (explain on back)
 8. May drive vehicle with no passengers
 9. Youth bus may transport only 12 children or less

CALIFORNIA COMMERCIAL DRIVER LICENSE



DL [REDACTED]
EXP 01/07/2021 CLASS AM1
LN CABLE END TPN
FN RONALD JAMES
DOB 01/07/1958
R5TR NONE 01071958

Ronald Cable

SEX M HAIR BRN EYES BRN
HGT 5-08" WGT 207 lb
DOB 01/07/1958 12/11/2015

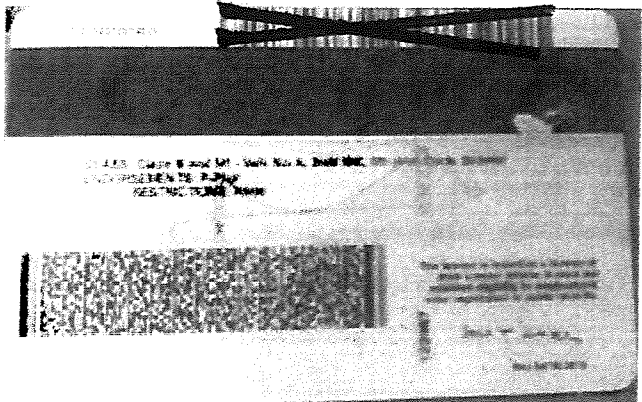
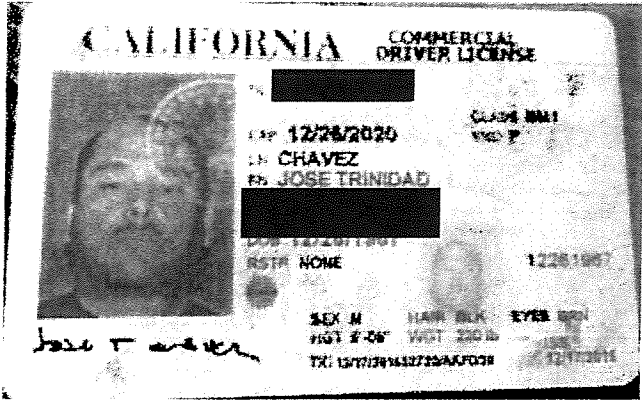


CLASS: Class A and W (with Class of Veh. 24) N2
ENDORSEMENTS: (24) (2) (4) (5) (7) (8)
RESTRICTIONS: None



This license is subject to Section 2
of the Vehicle Code, which requires
that the driver be at least 21 years of age
to operate a commercial motor vehicle.

Administrative section of the license application form, including checkboxes for medical conditions, vision requirements, and other regulatory information. Includes handwritten notes and a signature.



IDENTIFICATION REQUIRED

DATE OF BIRTH: 12/26/1963

SEX: M HAIR: BLK EYES: BRN

HGT: 5-09 WGT: 200 LB

TX: 157713916127259AF008

12/17/2014

IDENTIFICATION REQUIRED

DATE OF BIRTH: 12/26/1963

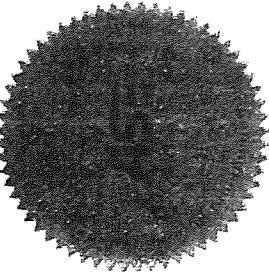
SEX: M HAIR: BLK EYES: BRN

HGT: 5-09 WGT: 200 LB

TX: 157713916127259AF008

12/17/2014

OFFICIAL PHOTO IDENTIFICATION REQUIRED



National Institute for
**AUTOMOTIVE
SERVICE
EXCELLENCE**

Be it known that

MAURICE VANEGAS

has successfully passed the examinations and met the work experience requirements prescribed by the National Institute for Automotive Service Excellence and is hereby ASE CERTIFIED in the area(s) listed below:

MEDIUM/HEAVY TRUCK TECHNICIAN

DATE OF PROMOTION TO THIS STATUS: JUNE 30, 2018
DISEASE PREVENTION

GIVEN THIS 31ST DAY OF MAY 2015, AT LEESBURG, VIRGINIA

ASE 1046-6499
MULTIPLE SIGNATURES

Trudy A. Bell
NATIONAL INSTITUTE FOR AUTOMOTIVE SERVICE EXCELLENCE

esco institute

Program EPA Approved
December 28, 1993



EPA Certified

CERTIFICATE NO. 5599919960604

NAME: MAURICE VANEGAS

has been certified as a

TYPE I TYPE II

technician as required by 40CFR part 82 subpart F

Insurance

Transit Systems Unlimited, Inc.

8976 Laurel Canyon Blvd.

Sun Valley 91352


Phone 818-504-7270

Fax 818-504-6403

Insurance

Attached is a copy of the general insurance for Transit Systems Unlimited, Inc. Transit Systems' insurance is currently approved by the County of Los Angeles Public Works. Transit Systems will meet all insurance requirements for the Topanga Canyon Beach Shuttle Service before the award of the contract. Transit Systems will provide the correct proof of insurance for the contract that meets all the requirements set forth by the RFP for Contract 2017-PA004 and will maintain the insurance throughout the entire term of the contract, without interruption or break in coverage. In the PW forms section, you will see a signed PW-16 Form.

Sincerely,



Maurice Vanegas

President

Transit Systems Unlimited, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/26/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TIB Transportation Ins Brokers 425 West Broadway, Suite 400 Glendale CA 91204	CONTACT NAME: Orjhen Atanesyan PHONE (A/C, No, Ext): 818-246-2800 FAX (A/C, No): 818-246-4690 E-MAIL ADDRESS: oatanesyan@tibinsurance.com														
INSURED TRANS-7 Transit Systems Unlimited Inc. 8976 Laurel Canyon Blvd.#B Sun Valley CA 91352	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A: Insurance Company of the West</td> <td style="text-align: center;">27847</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Insurance Company of the West	27847	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Insurance Company of the West	27847														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 1356850431 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y N/A	Y	WSD503134201	10/1/2016	10/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L. EACH ACCIDENT \$1,000,000 E L. DISEASE - EA EMPLOYEE \$1,000,000 E L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Officer Exclusion Applies - Maurice Vanegas, Bill Knapp

CERTIFICATE HOLDER County of Los Angeles Department of Public Works, Transit Operations P.O. Box 1460 Alhambra CA 91803	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
THE COUNTY OF LOS ANGELES, ITS SPECIAL DISTRICTS, ELECTED OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS ARE ADDED AS ADDITIONAL INSURED WITH RESPECTS TO THE OPERATIONS OF THE NAMED INSURED.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Person Or Organization: County of Los Angeles Dept. of Public Works, Prgms Dev. Div. Transit Operations P.O. Box 1460 Alhambra, CA 91802</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

SCHEDULE

County of Los Angeles, its Special Districts, elected officials, officers, agents, employees and volunteers are added as additional insured with respect to the operations of the named insured.

Transit Systems Unlimited, Inc.

8976 Laurel Canyon Blvd.

Sun Valley 91352

Phone 818-504-7270

Fax 818-504-6403

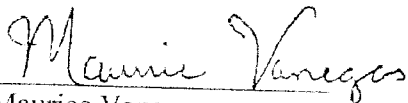
Record Keeping

Transit Systems is, and will continue to comply with any and all State and Federal labor regulations and record keeping requirements.

Transit Systems has a two-story office building located at 8976 Laurel Canyon Blvd., Sun Valley, CA 91352 with a workspace, state of the art computers, data entry system, drug testing data programs, and 45-Day Inspection Programs. There is plenty of space to store all the records. We store all driver records, driver hours of service, and proficiency records. We also store all maintenance records including 45-Day Inspections, maintenance, lubrication/PM Service, and repair records.

For more in-depth information regarding Transit Systems compliance, please see Form LW-9, Wage and Hour Record Keeping for Living Wage Contracts on the Forms List Section of this proposal.

Sincerely,



Maurice Vanegas,

President

Transit Systems Unlimited, Inc.

Forms List

VERIFICATION OF PROPOSAL

DATE: May 31 2017

THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:

1. This Declaration is given in support of a Proposal submitted to the City of Torrance, California. The Proposer hereby certifies that if any false information is provided or discovered upon which the statement in connection with a proposal is made, the Proposal may be rejected and the Contract award if any will be null and void.

2. Name of Service: TOPANGA CANYON BEACH SHUTTLE SERVICES (1317-PAC04)

DECLARANT INFORMATION

3. Name of Declarant: Transit Systems Unlimited, Inc.

4. Any job contract with the City of Torrance and agency of other states: None by the City of Torrance

5. My Title: Capacity as President in the Process **President**

PROPOSER INFORMATION

6. Proposer's Full Legal Name: Maurice Vanegas

Telephone: 818-504-7270

Principal Address: PO BOX 8976 Laurel Canyon Blvd, Sun Valley, CA 91352

Cell: 818-504-6403

e-mail: mvanegas@transitsystems.biz

Fax: 818-504-6403

County: Los Angeles 12241701

City: 95-4319424

Business License No: TCP 7287-B

7. Proposer's Estimated Annual Revenue: N/A

County of Registration: N/A

State: N/A

State License No: N/A

8. The Proposal is form of business entity: SOLE PROP

- Sole proprietor: Name of Proprietor: _____
- A corporation: Corporation name: Transit Systems Unlimited, Inc. 8976 Laurel Canyon Blvd., Sun Valley, CA 91352
State of Incorporation: California Date of Incorporation: 1991

Non-profit corporation: List the order of the officers and directors: _____
with the 34 Attorney General's Quarterly Statement Form: _____

- general partnership: Name of partnership: _____
- limited partnership: Name of partnership: _____
- joint venture of: Name of joint venture: _____
- A multi-state company: Name of multi-state company: _____

9. The key personnel of firm proposed in above proposal are as follows:

10. <u>Maurice Vanegas</u>	11. <u>President</u>	12. <u>818-504-7270</u>	13. <u>818-504-6403</u>
14. <u>8976 Laurel Canyon Blvd.</u>	15. <u>Sun Valley</u>	16. <u>CA</u>	17. <u>91352</u>
18. <u>Bill Knapp</u>	19. <u>Vice-President</u>	20. <u>818-254-5520</u>	21. <u>818-504-6403</u>
22. <u>8976 Laurel Canyon Blvd</u>	23. <u>Sun Valley</u>	24. <u>CA</u>	25. <u>91352</u>

13. Is your firm a joint venture with any other firm or firms? No Yes

Name of other firm or firms: _____

14. Are you an individual business owner or other firm or firm? No Yes
Name: _____
Title: _____

Yes - If yes please state the name of the other firm or firm:
Name: _____
Title: _____

15. Is your firm involved in any other business or contract? No Yes
Name of other business or contract: _____

16. Proposer certifies that if any contract is awarded to the Proposer, the Proposer will honorably and promptly comply with all the terms and conditions of the contract and will not be in violation of any laws or regulations of the State of California.

17. I am making these representations and declarations in good faith and to the best of my knowledge and belief.

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

Signature of Proposer or Authorized Agent: Maurice Vanegas
Type name and title: Maurice Vanegas **President**

Date: 05/31/2017

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

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

Company Name: Transit Systems Unlimited, Inc.		
Company Address: 8976 Laurel Canyon Blvd.		
City: Sun Valley	State: CA	Zip Code: 91352
Telephone Number: 818-504-7270		
(Type of Goods or Services): Bus Transportation Service		

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

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

My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost, and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less, and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost, and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent of a business dominant in that field of operation.

My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

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

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

Print Name Maurice Vanegas	Title President
Signature <i>Maurice Vanegas</i>	Date May 31, 2017

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Topanga Beach Bus Shuttle Service
 SERVICE BY PROPOSER: Transportation
 PROPOSAL DATE: May 31, 2017

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

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2012	2013	2014	2015	2016	Total	Current Year to Date
1. Number of contracts.	150	167	175	170	170	830	165
2. Total dollar amount of Contracts (in thousands of dollars).	2,400	3,500	4,000	3,800	3,700	13,800	3,100
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	0	0	0	0	0	0	0
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	0	0	0	0	0	0	0
6. Number of lost workdays.	0	0	0	0	0	0	0

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.

Maurice Vanegas - Transit Systems Unlimited, Inc.

Maurice Vanegas
 Signature

05/31/2017

Date

Name of Proposer or Authorized Agent (print)

CONTRACTOR'S DRIVER SAFETY RECORD

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

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

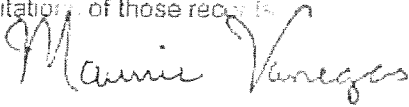
- a. Injuries requiring immediate medical attention.
- b. Property damage equal to or greater than \$7,500, including all damage (transit and nontransit) resulting from the accident.
- c. All nonarson fires that occur in a revenue service bus (operating in or out of revenue service).

Five-Calendar Years Prior to Current Year

	2012	2013	2014	2015	2016	Five-Year Average
1 Total Bus Revenue Miles	266,666	388,888	356,00	352,000	375,000	3,477,103.8
2 Total Number of NTD Reportable Accidents	0	0	0	0	0	0
3 Total Number of Fatalities	0	0	0	0	0	0
4 Rate of Accidents/100,000 Bus Revenue Miles	0	0	0	0	0	0
5 Rate of Fatalities/100,000 Bus Revenue Miles	0	0	0	0	0	0

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

Maurice Vanegas - Transit Systems Unlimited, Inc.



Name of Proposer

Signature

8976 Laurel Canyon Blvd.

TCP 7287-B

Address

PUC Permit Number and Classification

Sun Valley 91352

818-504-7270

City

Zip Code

Telephone Number

CONFLICT OF INTEREST CERTIFICATION

Maurice Vanegas

- sole owner
- general partner
- managing member
- President, Secretary or other proper title) _____

of Transit Systems Unlimited, 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 Los Angeles County Code, Section 2.180.010, which provides as follows:

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

1. Employees of the County or of public agencies for which the board of supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders.
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - (b) Participated in any way in developing the contract 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 I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of the Los Angeles County Code, Section 2.180.010, as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

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

Signed Maurice Vanegas Date 05/31/2017

PROPOSER'S REFERENCE LIST

PROPOSER NAME: Transit Systems Unlimited, Inc.

PROPOSED CONTRACT FOR: Topanga Beach Bus Shuttle Service (2017-PA004)

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

A. COUNTY OF LOS ANGELES AGENCIES

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

SERVICE Topanga Beach Bus	SERVICE DATES 2008-Present
DEPT./DISTRICT LAC Department of Public Works	
CONTACT Armine Hovsepyan	
TELEPHONE 626-459-3921	
FAX 626-979-5313	
E-MAIL AHovsepya@DPW.LACOUNTY.gov	

SERVICE Charter Bus Program	SERVICE DATES 2002-Present
DEPT./DISTRICT LAC Department of Public Works	
CONTACT Yvonne Guillen/Peigi Chiao	
TELEPHONE 888-524-6287	
FAX 626-979-5313	
E-MAIL YGuillen@DPW.LACOUNTY.gov, PChiao@DPW.LACOUNTY.gov	

SERVICE Hollywood Bowl P&R	SERVICE DATES 2001-Present
DEPT./DISTRICT LAC Department of Public Works	
CONTACT Sandra Perez	
TELEPHONE 626-459-3955	
FAX 626-979-5359	
E-MAIL SAPerez@DPW.LACOUNTY.gov	

SERVICE Charter Bus Program	SERVICE DATES 1998-Present
DEPT./DISTRICT LADOT	
CONTACT Laura Downing	
TELEPHONE 213-928-9774	
FAX 213-580-5459	
E-MAIL Laura.Downing@LADOT.org	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE P&R Shuttles	SERVICE DATES 1991-Present
AGENCY/FIRM Hollywood Bowl/LA Phil Harmoni	
ADDRESS 2301 N. Highland Ave., Los Angeles, CA 90068	
CONTACT Ed Tom/Mike Oliver	
TELEPHONE 323-850-2060	
FAX 323-851-5617	
E-MAIL ETom@LAPHIL.org; MOliver@LAPHIL.org	

SERVICE Charter/Shuttle	SERVICE DATES 1999-Present
AGENCY/FIRM John Blanchard Company	
ADDRESS 1111 Chelsea Road #208, San Marino, CA 91108	
CONTACT John Blanchard/Michelle Blanchard	
TELEPHONE 626-300-8900	
FAX 626-576-0117	
E-MAIL John.Blanchard@sh.glnhai.net, Michelle@JohnBlanchard.org	

SERVICE Charter Bus	SERVICE DATES 1993-Present
AGENCY/FIRM California University Northridge	
ADDRESS 18111 Nordhoff St., Northridge, CA 91330	
CONTACT Theresa Hadden	
TELEPHONE 818-677-2393	
FAX 818-677-4596	
E-MAIL Theresa.Hadden@csun.edu	

SERVICE Charter/School Bus	SERVICE DATES 1993-Present
AGENCY/FIRM Viewpoint Educational School	
ADDRESS 24620 Mulholland Hwy, Calabasas, CA 91302	
CONTACT Nicki Thompson	
TELEPHONE 818-591-6548	
FAX 818-223-8728	
E-MAIL NThompson@viewpoint.org	

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Transit Systems Unlimited, Inc.

Proposer's Name

Address 8976 Laurel Canyon Blvd., Sun Valley, CA 91352

Internal Revenue Service Employer Identification Number

95-4318424

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

Transit Systems Unlimited, Inc.

Proposer

Maurice Vanegas

Authorized representative

05/31/2017

Maurice Vanegas

Date

LIST OF SUBCONTRACTORS

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

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

Name Under Which Subcontractor Is Licensed	License Number	Address	Specific Description of Subcontract Service
No Subcontractors			

FORM PW-8
(Continued)

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

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

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

Authorized Signature: *Maurice Vanegas*
Title: **President**
Date: **05/31/2017**

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

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

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

Request for Local Small Business Enterprise (LSBE) Program Preference

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

Request for Social Enterprise (SE) Program Preference

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

Request for Disabled Veterans Business Enterprise (DVBE) Program Preference

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

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

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

DCBA certification is attached.

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

All proposers responding to the RFP must complete and submit this form for proper consideration of the proposal.

FIRM NAME Transit Systems Unlimited, Inc.

My County (WebVen) Vendor Number. 12241701

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

Business Structure:	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): <u>25 Full Time / 20 Part Time</u>						
Race/Ethnic Composition of Firm. 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					8	2
Hispanic/Latino	1				19	7
Asian or Pacific Islander						1
American Indian						
Filipino				1		
White	1		1	1	3	

- III. **PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate your firm's ownership distribution by percentage (%)

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

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

- V. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

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

Authorized Signature: <i>Maurice Vanepps</i>	Title: President	Date: 05/31/2015
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GAIN and GROW EMPLOYMENT COMMITMENT

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

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

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

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

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

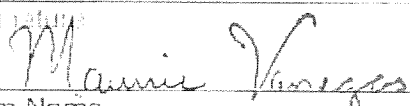
_____ YES (subject to verification by County) NO

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

YES _____ NO

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

YES NO N/A (Program not available)

Signature 	Title President
Firm Name Transit Systems Unlimited, Inc.	Date 05/31/2017

CHARITABLE CONTRIBUTIONS CERTIFICATION

Transit Systems Unlimited, Inc.

Company Name

8976 Laurel Canyon Blvd., Sun Valley, CA 91352

Address

95-4319424

Internal Revenue Service Employer Identification Number

N/A

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

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

YES

NO

-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.

YES

NO

Signature

Maurice Vanegas

Date

05/31/2017

Name and Title (please type or print)

Maurice Vanegas - President

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

The Proposer certifies that:



It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code, Chapter 2.206.

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default as that term is defined in Los Angeles County Code, Section 2.206.020.E, on any Los Angeles County property tax obligation.

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

-OR-



I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code, Section 2.206.060, for the following reason:

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

Print Name: Maurice Vanegas	Title: President
Signature: <i>Maurice Vanegas</i>	Date: 05/31/2017

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: Transit Systems Unlimited, Inc.

Proposer has not had any contracts terminated in the past three years.

Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. If a contract(s) was terminated, please attach an explanation on a separate sheet, whether the termination was at the fault of the Proposer or not. Any and all terminated contracts should be accompanied with an explanation. It should be noted that contracts that naturally expired need not be listed. The County is only seeking information on contracts that were terminated prior to expiration.

SIGNATURE *M. V. [Signature]*

DATE: 05/31/2017

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: Transit Systems Unlimited, Inc

Proposer and/or principals are not currently involved in any pending litigation; are not aware of any threatened litigation where they would be a party; and have not had any judgments entered against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments entered against them within the last five years as of the date of proposal submission.

A. Pending Litigation Threatened Litigation Judgment (check one)

1. Against Proposer; Principal; Both (check as appropriate)
2. Name of Litigation/Judgment: _____
3. Case Number: _____
4. Court of Jurisdiction: _____
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

B. Pending Litigation Threatened Litigation Judgment (check one)

1. Against Proposer; Principal; Both (check as appropriate)
2. Name of Litigation/Judgment: _____
3. Case Number: _____
4. Court of Jurisdiction: _____
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

Signature of Proposer: Maurice Vanegas Date: 05/31/2017

TOPANGA CANYON BEACH SHUTTLE SERVICES (2017-PA004)
PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

Transit Systems Unlimited, Inc.

Proposer's Name

8976 Laurel Canyon Blvd., Sun Valley, CA 91352

Address

- If awarded the contract: Proposer will comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements, of this Request for Proposals, and Proposer will procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5, throughout the entire term of the proposed contract, without interruption or break in coverage.
- If you check this box, your proposal will be determined nonresponsive and your proposal will be disqualified. Proposer will not comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements, of this Request for Proposals, and Proposer will not procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5, throughout the entire term of the proposed contract, without interruption or break in coverage.

Signature of Proposer:

Maurice Vanegas

Date:

05/31/2017

ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION

Company Name: Transit Systems Unlimited, Inc.		
Company Address: 8976 Laurel Canyon Blvd.		
City: Sun Valley	State: CA	Zip Code: 91352
Telephone Number: 818-504-7270	Email Address: mvanegas@transitsystems.biz	
Solicitation/Contract for: <i>TOPANGA CANYON BEACH SHUTTLE SERVICES (2017-PA004)</i>		

PROPOSER CERTIFICATION

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

Proposer acknowledges and certifies compliance with Exhibit B, Section 2.00, Compliance with County's Zero Tolerance Human Trafficking Policy, of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

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

Print Name: Maurice Vanegas	Title: President
Signature: 	Date: 05/31/2017

DISPLACED TRANSIT EMPLOYEE DECLARATION

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

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

OR

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

Signature <i>Mannis Varegas</i>	Title President
Firm Name Transit Systems Unlimited, Inc.	Date 05/31/2017

**MINIMUM REQUIREMENTS AFFIRMATION
TOPANGA CANYON BEACH SHUTTLE SERVICES (2017-PA004)**

PROPOSER MUST CHECK A BOX IN EVERY SECTION

Important Note: The information on this form is subject to verification and may not be used for scoring purposes.

Completing this form by itself without including detailed narrative(s) in your proposal to support the minimum mandatory requirement(s) of this RFP, any inconsistencies or inaccuracy in the information provided on this form, and/or your Proposal, may subject your Proposal to disqualification or other actions, at the sole discretion of the County.

At the time of proposal submission, Proposer must meet the following minimum mandatory requirements:

- Proposer must have a minimum of **three years** of experience operating alternative fueled transit buses of at least **25 feet** in length which use either compressed natural gas (CNG) or propane gas and provide the same or similar type of fixed route shuttle services for governmental or social services agency(ies).

Yes. Proposer does meet the experience requirement stated above. (In addition to responding on this form, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement for scoring of your proposal in this category.)

Name of Employee	Maurice Vanegas
Years of Experience Providing Above Service	26
Make of Vehicle Serviced	Nabi / MCI
Model of Vehicle Serviced	BU / D3
Size/Length of Vehicle Serviced	40-45 feet
Fuel Type of Vehicle Serviced	CNG
Description of Services/Experience <small>Please provide a detailed narrative to support the number of years and description of service to validate this minimum mandatory requirement.</small>	The best part of experience that Transit Systems has is that we are the current contract holders for the County of Los Angeles Public Works for Lines 1-6. This past summer, we operated the Altadena, Antelope Valley, Charter oak, East LA, La Cresenta, and Santa Clarita. We have worked on the County's Beach Bus program since the Summer of 2003.
Page Number(s): <small>(Page of your proposal which details this requirement)</small>	9

No. Proposer does not meet the experience requirement stated above.

2. Proposer's Project Manager must have a minimum of **three years** of experience managing alternative fueled transit buses of at least 25 feet in length which use either compressed natural gas (CNG) or propane gas and provide the same or similar type of fixed route shuttle services for governmental or social services agency(ies).

Yes. Proposer's Project Manager does meet the experience requirement stated above. (In addition to responding on this form, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement for scoring of your proposal in this category.)

Name of Employee	Maurice Vanegas
Years of Experience Providing Above Service	26
Make of Vehicle Serviced	Nabi / MCI
Model of Vehicle Serviced	BU /
Size/Length of Vehicle Serviced	40-45 feet
Fuel Type of Vehicle Serviced	CNG
Description of Services/Experience <small>Please provide a detailed narrative to support the number of years and description of service to validate this minimum mandatory requirement.</small>	For example, one contract we have that gives us a lot of experience is the Hollywood Bowl; which we have done for the past 20 plus years. For this contract, we operate 30 buses or more all at one time for an eight-hour minimum. At the Hollywood Bowl, on an average night, we may transport as many as 3,000 people.
Page Number(s): <small>(Page of your proposal which details this requirement)</small>	9

No Proposer's Project Manager does not meet the experience requirement stated above

3. Proposer's Maintenance Manager must have a minimum of **three years** of experience in maintaining alternative fueled transit fleets of buses of at least 25 feet in length which use either compressed natural gas (CNG) or propane gas and provide the same or similar type of fixed route shuttle services for governmental or social services agency(ies).

Yes. Proposer's Maintenance Manager does meet the experience requirement stated above. (In addition to responding on this form, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement for scoring of your proposal in this category.)

Name of Employee	Maurice Vanegas
Years of Experience Providing Above Service	26
Make of Vehicle Serviced	Ford/Nabi/MCI
Model of Vehicle Serviced	E-450/BU/D2
Size/Length of Vehicle Serviced	20-47
Fuel Type of Vehicle Serviced	CNG
Description of Services/Experience <small>Please provide a detailed narrative to support the number of years and description of service to validate this minimum mandatory requirement.</small>	I have maintenance experience from an engineering degree I obtained from UCLA. I also have gained more experience from my Truck and Bus Repair Company that I operate; American Fleet Services. I have operated this since 1993 shortly after I opened my bus company. I have been the key figure in dealing with the California Highway Patrol annual terminal inspections. I am currently ASE certified.
Page Number(s): <small>(Page of your proposal which details this requirement)</small>	9

No. Proposer's Maintenance Manager does not meet the experience requirement stated above.

4. Proposer has passed and must submit copies of all California Highway Patrol inspections or reinspections of the Proposer's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections (California Vehicle Code 34501(c)).

Yes. Proposer does meet the minimum mandatory requirement stated above and received a "Satisfactory" rating on CHP's Safety Compliance Inspections (or passed all reinspections) of the Proposer's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections as evidenced by the CHP Safety Compliance Inspection reports attached to proposal.

Proposer received an "Unsatisfactory" rating on CHP's Safety Compliance Inspections of the Proposer's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections, however, has remedied the problem by means of receiving a "Conditional" or "Satisfactory" rating within CHP's 120-day reinspection period and/or received a "Conditional" rating and upgraded to a "Satisfactory" rating within CHP's 180-day reinspection period as evidenced by the CHP Safety Compliance Inspection reports attached to proposal.

No. Proposer does not meet the minimum mandatory requirement stated above. Proposer received an "Unsatisfactory" rating and did not upgrade the rating to a "Conditional" or "Satisfactory" within CHP's 120-day reinspection periods and/or received a "Conditional" rating and did not upgrade the rating to "Satisfactory" within CHP's 180-day reinspection period, whether on the initial inspection or the CHP reinspection, the Proposer will have failed this criteria.

5. Proposer must provide a minimum of **two** compressed natural gas (CNG), propane gas, or gasoline ADA-compliant service vehicles. If the Proposer does not meet this service vehicle(s) requirement at the time of submission, but fully intends to comply if awarded the contract, the Proposer must provide an affirmative statement that upon the start of the contract, the service vehicle(s) will comply with Exhibit I, Service Vehicle Requirements.

- Yes. Proposer does meet the vehicle requirements stated above. (In addition to responding on this form, please provide a detailed narrative in your proposal to support this minimum mandatory requirement).
- Proposer does not meet the vehicle requirements stated above at present, but fully intends to comply if awarded the contract. This commitment should be evident by Proposer's detailed plan (affirmative statement) describing when and how the Proposer plans to meet this minimum mandatory requirement.
- No. Proposer does not meet the vehicle requirements stated above and does not intend to comply.

6. Proposer has submitted copies of its employees' valid State of California Department of Motor Vehicles issued Class B (with "P" endorsement at minimum) driver licenses, as well as any other required licenses or endorsements required by Federal, State or local regulations.

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

Employees with DMV Class B (with "P" endorsement at minimum)		
Employee Name:	Class of Driver's License:	"P" Endorsement or Higher.
Daniel Elliott	B with PN Endorsement	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
David Marin Jr.	B with P Endorsement	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Rosa Sanchez	B with PS Endorsement	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Freddy Sandoval	B with P Endorsement	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Jose Abundiz	B with PS Endorsement	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

- No. Proposer does not meet the vehicle requirements stated above and does not intend to comply.

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

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

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

Mechanics with ASE Certifications	
Employee Name	Types of Certification (List multiple, if applicable)
Maurice Vanegas	Med/Heavy Truck Tech

- Proposer does not meet the vehicle requirements stated above at present, but fully intends to comply if awarded the contract. This commitment should be evident by Proposer's detailed plan (affirmative statement) describing when and how the Proposer plans to meet this minimum mandatory requirement.
- No. Proposer's mechanic staff does not meet the certification/licensing requirement stated above.

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

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

Mechanics with ASE Certifications	
Employee Name	Types of Certification (List multiple, if applicable)
Maurice Vanegas	ESCO Institute Cert No. 5599919960604

No. Proposer's mechanic staff does not meet the certification/licensing requirement stated above.

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

Proposer's Firm Name: Transit Systems Unlimited, Inc	Authorized Representative: Maurice Vanegas
Signature: <i>Maurice Vanegas</i>	Date: 05/31/17

COUNTY OF LOS ANGELES
ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE FOR LIVING WAGE
ORDINANCE AND CONTRACTOR NONRESPONSIBILITY DEBARMENT

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

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

LIVING WAGE ORDINANCE:

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

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

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

LABOR LAW/PAYROLL VIOLATIONS:

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

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

The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of the proposal. **OR**

The Firm **HAS** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of this proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

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

There **HAS BEEN NO** determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**

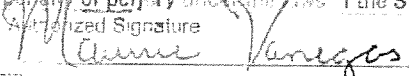
There **HAS BEEN** a determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

The Firm **HAS NOT** been debarred by any public entity during the past ten (10) years. **OR**

The Firm **HAS** been debarred by a public entity within the past ten (10) years. Provide the pertinent information (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding) on the attached Labor/Payroll/Debarment History form.

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

Owner's/Agent's Authorized Signature 	Print Name and Title President
Print Name of Firm Transit Systems Unlimited, Inc.	Date May 31, 2017

PROPOSER'S EMPLOYEE BENEFITS

Proposer: Transit Systems Unlimited, Inc.

Name of Proposer's Health Plan: N/A Date: May 31, 2017

Medical Insurance/Health Plan:

Employer Pays \$ N/A Employee Pays \$ N/A Total Mo. Premium \$ N/A

Annual Deductible
 Employee \$ _____ Family \$ _____

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

Dental Insurance:

Employer Pays \$ N/A Employee Pays \$ _____ Total Mo. Premium \$ _____

Life Insurance:

Employer Pays \$ N/A Employee Pays \$ _____ Total Mo. Premium \$ _____

Vacation:

Number of Days vaires and

Any increase after N/A years of employment, number of days or hours N/A

Sick Leave:

Number of Days variable and

Any increase after N/A years of employment, number of days or hours N/A

Holidays:

Number of Days 5 per year

Retirement:

Employer Pays \$ N/A Employee Pays \$ _____ Total Premium \$ _____

WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS
TOPANGA CANYON BEACH SHUTTLE SERVICES (2017-PA004)

INSTRUCTIONS

The contractor selected through the LWF process will be required to comply with State and Federal labor regulations, and record keeping requirements. The contractor is responsible for determining the appropriate state and federal labor regulations, and record keeping requirements, and the contractor shall be held responsible for compliance with State and Federal labor regulations, and record keeping requirements. It is the contractor's responsibility to ensure that the Contractor submit a detailed description of the processes and the steps associated with the record keeping.

Answer all questions thoroughly and in the same sequence as provided below. If a specific record-keeping rule with "WAG" and explain why such action is not applicable. Provide detailed details to ensure a clear picture of the Contractor's processes and controls. An audit of this question will be conducted. The contractor shall provide the completed response. Attach an audit or complete copy of completed record-keeping system.

ADDITIONAL PAGES MAY BE ATTACHED ON RESPONSES CAN BE PROVIDED AS A SEPARATE DOCUMENT

IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.

QUESTION

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED

TRACKING HOURS WORKED

- 1.1 How does the contractor track employee hours worked?
- 1.2 Where is the procedure supported in terms of state or federal law? What steps will be taken to ensure compliance with state or federal law?
- 1.3 If the contractor's record is a digital file will it be in the public domain? What steps will be taken to ensure that the contractor's records are not in the public domain?

1.1 Each employee is responsible for tracking their own hours worked on a time sheet provided by the company

1.2 Each employee reports to the Sun Valley yard where they are to pick up their bus and inspect the bus before they go on a trip.

1.3 The employee's start time is set to two hours before the pick up time of their scheduled trip. All employees are reminded of their schedules on a daily basis.

QUESTION

RESPOND HERE ON ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED

2 - Personnel is always present at our Sun Valley yard to check in and dispatch drivers on a daily basis

How does the Dispatch crew employee (daily) report in with you at any time? For example, do you have computerized check in or do you use a sign-in sheet?

3 - RECORDS OF ACTUAL TIME WORKED

3.1 - Each employee records their start and end time once they arrive to the yard and drop off the bus on their own time sheet which is turned in at the end of the payroll period

3.1 - What records are used to document the frequency and length of bus events? (times, dates, etc.)

3.2 - Dispatch maintains an updated schedule file in which start times are recorded at

3.2 - What records are used to document the frequency and length of bus events? (times, dates, etc.)

3.3 - Records are maintained daily and reviewed at the end of each pay period.

3.3 - How are records maintained and reviewed at the end of each pay period?

3.4 - Each employee is responsible of keeping track of days and hours worked

3.4 - Who is responsible for keeping track of days and hours worked?

3.5 - Records are checked by the Operations Manager/Payroll staff to make sure that all State Labor Laws, CHP regulations, and DMV Driving restrictions are being followed. They are also checked to validate payroll hours for each pay period

3.5 - What process is used to ensure compliance with State Labor Laws, CHP regulations, and DMV Driving restrictions?

3.6 - Records are stored in a secured location, clearly labeled for a minimum of 3yrs.

3.6 - How are records stored and for how long?

3.7 - Yes.

3.7 - Are there any other records related to payroll frequency?

3.8 - See attached sheet

3.8 - ATTACHED SHEET CONTAINS THE ABOVE RECORDS. PLEASE MARK OUT ANY ADDITIONAL INFORMATION.

Transit Systems Unlimited, Inc.

8976 Laurel Canyon Boulevard
 Sun Valley, California 91352
 Phone: (818) 504-7270 Fax: (818) 504-6403
 Toll Free: (866) BLISES GO (866) 287-3746

TIMESHEET

Employee Name: XXXXXXXXXX

Pay Period: 5/16/17 to 5/31/17

Date	Start Time	End Time	Regular Hours	Overtime	Total Hours	Comments
5/16/17	8:00 AM	5:30 PM	8.00	1.50	9.50	Office
5/17/17	8:00 AM	5:30 PM	8.00	1.50	9.50	Office
5/18/17	8:00 AM	5:30 PM	8.00	1.50	9.50	Office
5/19/17	8:00 AM	5:30 PM	8.00	1.50	9.50	Office
5/20/17	10:00 AM	5:00 PM	7.00	0.00	7.00	Office - AFS
5/21/17						
5/22/17	8:30 AM	5:30 PM	8.00	1.00	9.00	Office
5/23/17	8:00 AM	3:00 PM	7.00	0.00	7.00	Office
Weekly Total			54.00	7.00	61.00	

Date	Start Time	End Time	Regular Hours	Overtime	Total Hours	Comments
5/24/17	8:00 AM	5:30 PM	8.00	1.50	9.50	Office
5/25/17	8:00 AM	6:00 PM	8.00	0.00	8.00	Office
5/26/17	8:30 AM	8:00 PM	8.00	3.50	11.50	Office
5/27/17	9:00 AM	9:00 PM	8.00	4.00	12.00	Office - AFS
5/28/17						
5/29/17						
5/30/17	8:00 AM	5:30 PM	8.00	1.50	9.50	Office
5/31/17	8:00 AM	8:00 PM	8.00	4.00	12.00	Office
Weekly Total			102.00	21.50	123.50	

Employee Signature: _____ Date: _____

It is your responsibility to make sure that your timesheets are turned in at the end of each pay period.

Thank you for being a part of our company. We appreciate all that you do!

DRIVER'S DAILY LOG

TRUCK NO. 1106

RECAP

2

2 2 17

Aituro Gomez

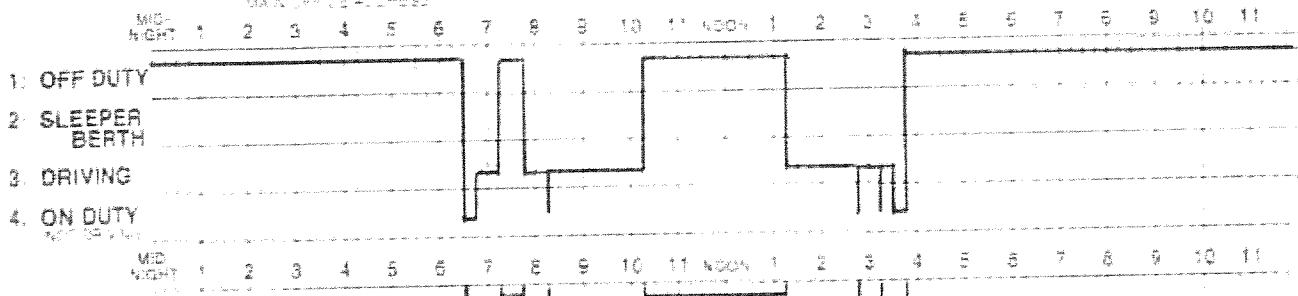
5.25

0

5.75

Transit Systems

8974 Laurel Canyon Blvd



TOTAL HOURS	TRUCK DAY DRIVERS
18.25	35.00
5.25	35.00
.30	
24	36.00

REMARKS

San Valley CA PIT
 Van Nuys CA
 North Hills
 Irvine
 Van Nuys CA
 North Hills
 San Valley CA PIT

TRUCK DAY DRIVERS

Shipping quantities and descriptions (with USA DOT placards) and check the time of arrival of placards, equipment, etc. 470

FROM Van Nuys CA TO Irvine CA

USE TIME STANDARD AT HOME TERMINAL

ORIGINAL

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED

N/A

4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)

- 4.1 Records of most recent overtime reported to state payroll within the current bi-monthly period?
- 4.2 Sick, absence and any other time taken from work?
- 4.3 Log of employee's work?
- 4.4 Work orders to service equipment and work orders for maintenance of equipment?

5. BREAKS

- 5.1 How does the Employer track the employees' meal, rest, break and other breaks provided?
- 5.2 How do Employer maintain any other supporting documentation regarding meal breaks, breaks, etc. (if any)?
- 5.3 How often are meal, rest and other breaks documented?

5.1 - All drivers are to maintain a Drivers Daily Log that adheres to all driving policies and regulations implemented by DMV, CHS and any other Labor Laws of the state. If the employee were to go on a long distance trip, two drivers are assigned to said trip to make sure that both drivers take their breaks accordingly.

5.2 - Yes, a copy of the Drivers Daily Log is kept on file

5.3 - Drivers prepare the logs which are turned in to dispatch. They are reviewed by our Operations Manager who files the logs in the employees file for at least 3yrs

QUESTION

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED

6. HOW PAYROLL IS PREPARED

6.1 - How is your company's payroll prepared and how do you determine the appropriate wages and attributable paid benefits obligations and how you calculate each with different rates or categories of employees?

6.2 - How do you determine the straight time and over time rates for different categories of employees?

6.3 - How do you determine the check and deductions for each pay period?

6.4 - How do you determine the amount of pay, hours worked (broken down by hourly and overtime rates), earnings, deductions, sick hours available, payroll date, check number, pay period, total earnings, total deductions, net pay, YTD totals for withheld items.

6.1 - At the end of each payroll period (every 15th of the month and end of the month) employees will turn in their time sheets that they have filled out to our payroll department. From there, our staff will review all dates, hours, and overtime hours an employee claims to have worked. Once all of the information is entered in our database, it is then sent to Payroll Plus company for processing and printing of payroll checks.

6.2 - Payroll checks are manually issued on the next business day after payroll processing date. For payroll period 5/1/17 to 5/15/17, time sheets are turned in on the 16th and payroll is processed on the same day. Checks are manually handed out on the 16th, the next business day.

6.3 - Straight time and over time is calculated on the same check. Only one check is issued per pay period.

6.4 - Description of pay, hours worked (broken down by hourly and overtime rates), earnings, deductions, sick hours available, payroll date, check number, pay period, total earnings, total deductions, net pay, YTD totals for withheld items.

6.5 - Please see next page.

TRANSIT SYSTEMS UNLIMITED

Next P/P 0.00 Sick hrs available

ROSA SANCHEZ

SAN11

Description	Hrs/Days	Rate	Earnings	Deductions	Check #
Hourly	85.000			Federal WH	00011025
airtime #1	14.000			Soc Sec WH	
				Meare WH	
				State WH	
				SSI WH	
					Payroll Date
					05/02/17
					Pay Period
					From: 05/16/17
					To: 05/31/17
			Total Earnings	Total Deductions	Net Pay
[REDACTED]					
Total Pay YTD	Federal YTD	State YTD	Soc Sec YTD	Meare YTD	Local YTD
[REDACTED]					

TRANSIT SYSTEMS UNLIMITED

1976 LAUREL CENTER BLVD
SAN VALLEY CA 91352

1976 LAUREL CENTER BLVD
SAN VALLEY CA 91352

Check No.
00011025

11
535-1210

[REDACTED]

ROSA SANCHEZ

[REDACTED]

Maurice Vargas
Authorized Signature

[REDACTED]

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED

7. MANUAL PAYROLL SYSTEM

If the Employer uses a manual payroll system, describe the system and explain how the payroll is calculated. Attach a copy of the payroll check stubs and a copy of the payroll calculation worksheet.

If the Employer has a manual payroll system, describe the system and explain how the payroll is calculated. Attach a copy of the payroll check stubs and a copy of the payroll calculation worksheet.

7.1 - At the end of each payroll period (every 15th of the month) and end of the month employees will turn in their time sheets that they have filled out to our payroll department. From there, our staff will review all dates, hours, and overtime hours an employee claims to have worked. Once all of the information is entered in our database, it is then sent to Payroll Plus company for processing and printing of payroll checks.

7.2 - N/A

8. AUTOMATED PAYROLL SYSTEM

If the Employer uses an automated payroll system or contract for such automated payroll service, describe the system and explain how the payroll is calculated.

If the Employer has an automated payroll system, describe the system and explain how the payroll is calculated. Attach a copy of the payroll check stubs and a copy of the payroll calculation worksheet.

If the Employer has an automated payroll system, describe the system and explain how the payroll is calculated. Attach a copy of the payroll check stubs and a copy of the payroll calculation worksheet.

N/A

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED

QUESTION

9.1 - Employees are to start their shift two hours prior to their location start time. They are paid regular hourly rate.

9.2 - The employee would get paid 8 hours regular hourly rate for the first shift and another 8 hours over time rate for the second job. Transit Systems does not have multiple wage rates.

9.2 N/A

9.3.a - The employee would get paid 8 hours regular hourly rate for the first shift and another 8 hours over time rate for the second job. Transit Systems does not have multiple wage rates.

9.3.b - The employee would get paid 8 hours regular hourly rate for the first shift and another 8 hours over time rate for the second job.

10.1 - Employees are paid an overtime rate of time and a half. It is calculated by dividing the base pay for the employee by two and then adding that number plus the base pay.

10.2 - N/A

10. OVERTIME

10.1 How does the employee calculate overtime wages?

10.2 What is the overtime rate for time and a half?

Print Name: Maurice Vanegas

Company: Transit Systems Unlimited, Inc.

Signature: *Maurice Vanegas*

Date: May 31, 2017

Additional Information

TRANSIT SYSTEMS

8975 Laurel Canyon Blvd.
Sun Valley, CA 91352
1.866.BUSES.GO



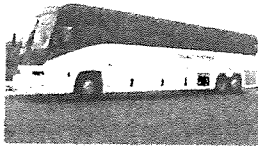
[Info & Prices](#) [Charter Buses](#) [What's New](#) [TSU In Action](#)

Charter A Bus Today. Just Call
1-866-BUSES-GO or 818-504-7270

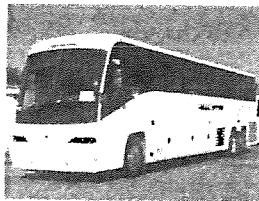
TRANSIT SYSTEMS
8975 Laurel Canyon Blvd
Sun Valley, CA 91352
FAX: 818-504-6493

EARN a 5% Discount
Pay With Bitcoin

13412 13412 13412 13412



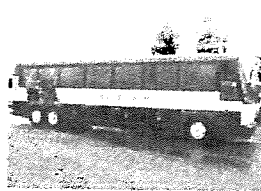
1105 at the Merco Orange Line Station



1100, MCI 34500



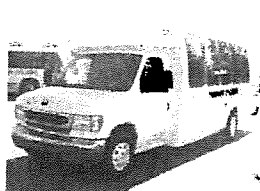
1100 Interior



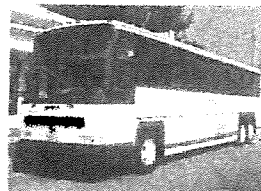
Advertising Bus Wraps
Now Available



1106 & 1103 in the yard



Check Out The "What's New" Section Of The Website



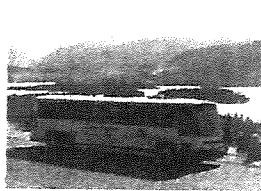
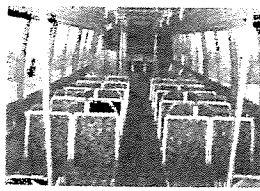
1108 Ready for Service



1188 Interior



1116 Interior



TRANSIT SYSTEMS

8976 Laurel Canyon Blvd.
Sun Valley, CA 91352
1-866-BUSES-GO

C

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TRANSIT SYSTEMS is a charter bus company serving California for over 23 years and is located at 8976 Laurel Canyon Blvd., Sun Valley, California just outside of Downtown L.A.

We do charters, school trips, and special events. Large events in the past have included Rose Bowl Games, Rose Parade, Pasadena Showcase Houses, B.E.T. & Peoples Choice awards, the Hollywood Bowl and the Los Angeles Marathon.

Come ride with us today! Download our [reservation form](#) and e-mail or fax it to us.



Type	Passengers	Minimum	Price	Extra Hours
Mini Buses	20-24	5 Hours	\$370.00	\$67.50/Hour
Transit Buses	41-43	5 Hours	\$440.00	\$75/Hour
Coach Buses	47	5 Hours	\$500.00	\$90/Hour
Deluxe Coach Buses	56	5 Hours	\$560.00	\$100/Hour

Type	Passengers	Minimum	Price	Extra Hours
Coach Buses	47	5 Hours	\$565.00	\$100/Hour
Deluxe Coach Buses	56	5 Hours	\$625.00	\$110/Hour

AS OF APRIL 21st, 2011

Transit Systems will be implementing a 5% fuel surcharge on all trips due to increases in fuel prices
Transit Systems thanks you for your understanding and cooperation

Q: Do you have SPAB Buses & SPAB Operators for school trips?

A: Yes we do. We have SPAB Drivers and SPAB buses that are certified by the CHP

Q: Do your buses have Wheelchair Accessibility?

A: Yes they do. All our transit type buses have rear door lifts for easy wheelchair access.

Any more questions? Call us at 818 504 7270 or e-mail us at info@transitsystems.biz

C

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[Product Lines](#)

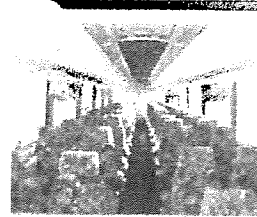
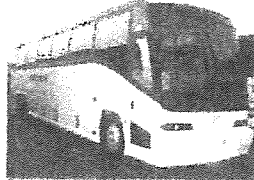
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56 Passenger

Features:

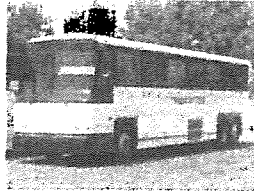
- Bathrooms
- DVD Players
- AM FM Radio & CD Player
- Reclining Cushioned Seats
- Luggage Bays



47 Passenger

Features:

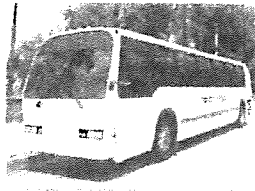
- Bathrooms
- VCR/DVD Players
- AM FM Radio & CD Player
- Reclining Cushioned Seats
- Luggage Bays



41 Passenger

Features:

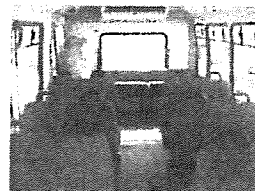
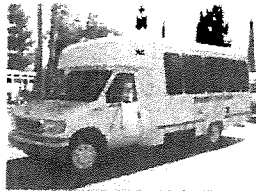
- DVD/CD Players
- 19 Inch Monitors
- Dell Laptop Computer
- Wheelchair Lifts
- Front & Rear Dinets



20-24 Passenger

Features:

- Some Include Reclining Cushion Seats
- AM FM Radio & CD Player
- Some Include DVD or VCR Players



TRANSIT SYSTEMS

8976 Laurel Canyon Blvd.
Sun Valley, CA 91352
1-866-BUSES-GO

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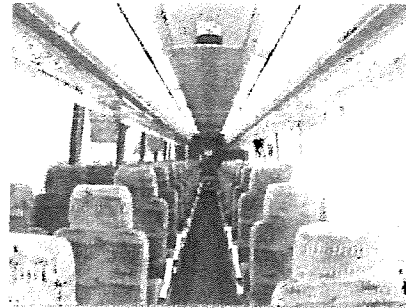
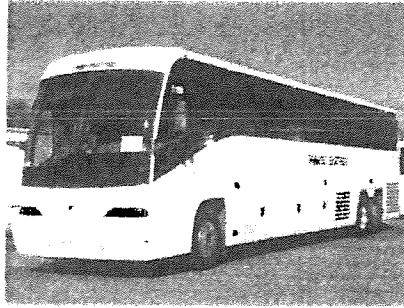
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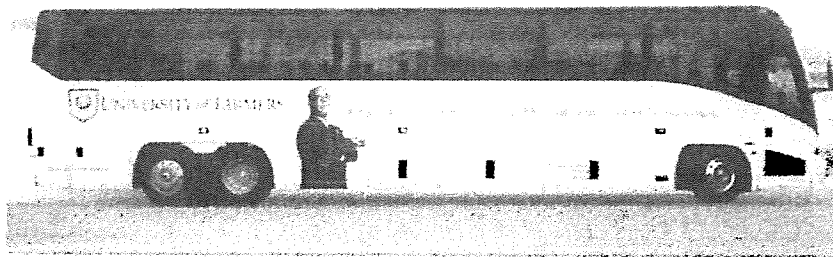
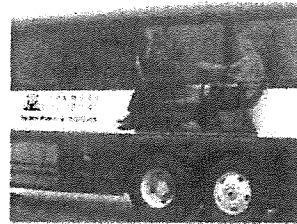
MCI J4500

TRANSIT SYSTEMS just acquired a beautiful MCI J4500!



Advertising Bus Wraps

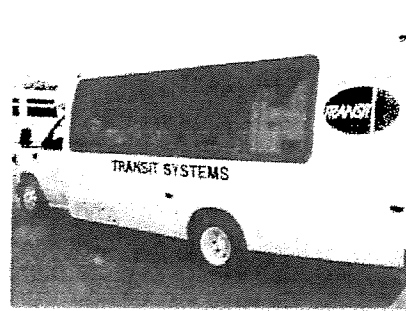
TRANSIT SYSTEMS is offering advertising services through full bus wraps. Please call us to discuss our competitive advertising rates.



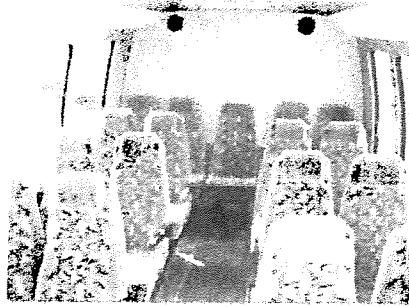
Group Studies



New, Giant, Flat-Screens in Select Shuttles



New Shuttle



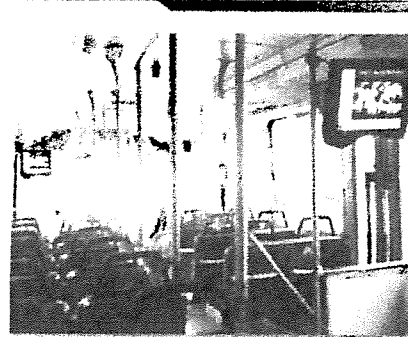
New Shuttles 1123-1125 Interiors



Airport Shuttle 1123

Transit TV

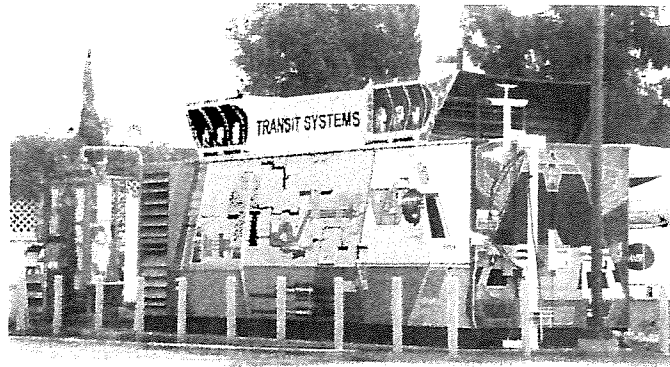
TRANSIT SYSTEMS now has Transit TV installed on select buses, call for availability.



Transit TV - Moving Entertainment

Proprietary CNG Plant

With the help of the Clean Transportation Funding from the Mobile Source Air Pollution Reduction Review Committee (MSRC), we are extremely excited to showcase our beautification project for our CNG Plant. **TRANSIT SYSTEMS** is committed to protecting the environment by reducing air pollution and helping spread the word in a creative way.



The best-looking CNG Plant there is. Click image for larger view.

Type Approved CNG Dispenser

Thanks to the support of the Mobile Source Air Pollution Reduction Review Committee (MSRC), **TRANSIT SYSTEMS** has a type approved CNG dispenser unit. Now, **TRANSIT SYSTEMS** is able to fuel other companies in need of this cleaner fuel.



Type Approved CNG Dispenser

CNG

Q:What is CNG?

A: CNG is *Compressed Natural Gas*, a fossil fuel substitute for gasoline which is more environmentally clean.



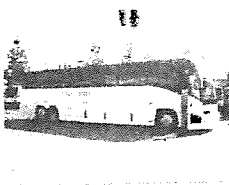
CNG Powered

TRANSIT SYSTEMS

8776 Laurel Canyon Blvd.
San Valley, CA 95022
1-800-828-5500

E

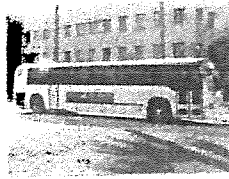
Home 1001 & 1100 Series Customized Buses Vehicle's View



1106 in the yard



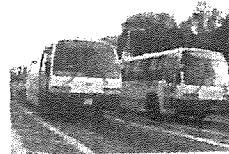
1273 arriving at the Hollywood Bowl



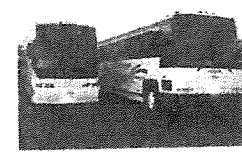
1191 at CSUN



1191 & 1202 at the Hollywood Bowl



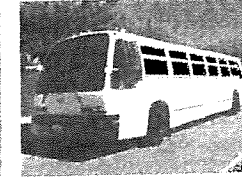
1191 & 1141 at the Hollywood Bowl



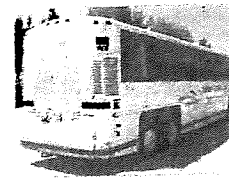
1106 & 1101 at Magic Mountain



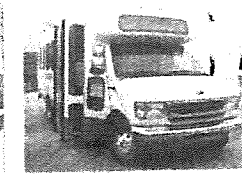
1119 on a charter



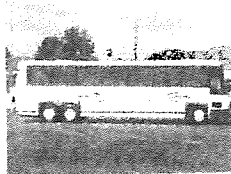
1292 Shaking as it goes down the street



1101 on a charter



1117 on a charter



1101 in the yard

Call for more transit bus models or more info. All rights reserved.