



County of Los Angeles CHIEF EXECUTIVE OFFICE

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WILLIAM T FUJIOKA
Chief Executive Officer

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Third District

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MICHAEL D. ANTONOVICH
Fifth District

June 4, 2008

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

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS: WHITTIER ET AL., DIAL-A-RIDE SERVICE
(SUPERVISORIAL DISTRICTS 1, 4, AND 5)
(3 VOTES)**

SUBJECT

This action is to award a contract for a paratransit dial-a-ride service in the unincorporated County communities of Avocado Heights, Bassett, Hacienda Heights, Rowland Heights, and South San Gabriel, and the unincorporated areas surrounding the Cities of Covina, La Puente, West Covina, and Whittier.

IT IS RECOMMENDED THAT YOUR 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 Whittier et al., Dial-A-Ride Service in an annual sum not to exceed \$811,705 to Southland Transit, Inc., located in El Monte, California, and direct the Chair to execute the contract. This contract will be for a term of one year commencing on July 1, 2008, with four 1-year renewal options, not to exceed a total contract period of five years.

4. Authorize the Acting Director of Public Works or his designee to annually increase the contract amount up to an additional 25 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required, and fuel cost adjustments in accordance with the contract.
5. Authorize the Acting Director of Public Works or his designee to renew the contract for each additional renewal option if, in the opinion of the Acting Director of Public Works, the contractor has successfully performed during the previous contract period and the services are 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 Acting Director of Public Works, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to provide paratransit dial-a-ride service to the unincorporated County communities of Avocado Heights, Bassett, Hacienda Heights, Rowland Heights, and South San Gabriel, and the unincorporated areas surrounding the Cities of Covina, La Puente, West Covina, and Whittier. The work to be performed will consist of providing eligible elderly and persons with disabilities with transportation to health care facilities, shopping, recreation, senior centers, and other destinations. The Department of Public Works (Public Works) has contracted for this service since 1984.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide Service Excellence (Goal 1), Fiscal Responsibility (Goal 4), Children and Families' Well-Being (Goal 5), and Community Services (Goal 6). The contractor who has the specialized expertise to provide these services accurately, efficiently, and in a timely, responsive, and cost-effective manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. The contract is for an annual amount not to exceed \$811,705 plus 25 percent for unforeseen, additional work within the scope of the contract, and fuel cost adjustments in accordance with the contract. This amount is based on the annual price and Public Works' estimated annual requirements for the service at the unit prices quoted by the contractor.

Financing for this service is available in the First, Fourth, and Fifth Supervisorial District's Proposition A Local Return Transit Programs, included in the Proposed Fiscal Year 2008-09 Transit Enterprise Fund Budget. Funds to finance the contract's optional years will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract has been executed by the contractor and approved as to form by County Counsel (Attachment A). The recommended contract with Southland Transit, Inc., located in El Monte, California, was solicited on a competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the Chief Executive Officer's and your Board's requirements.

The contract contains terms and conditions supporting your Board's ordinances, policies, and programs, including but not limited to: County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and the standard Board-directed clauses that provide for contract termination or renegotiation.

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.

The recommended contractor is Southland Transit, Inc. This contract will commence on July 1, 2008, for a period of one year. With your Board's delegated authority, the Acting Director of Public Works or his designee may renew the contract for four 1-year renewal options, not to exceed a total contract period of five years.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for this contracted service was submitted on March 6, 2008, 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 County Code Section 2.121.380 have been met.

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

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

This Proposition A contract does not allow cost-of-living adjustments for the four-option years. However, this contract does contain a provision for fuel adjustments on a monthly basis.

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 March 6, 2008, Public Works solicited proposals from 168 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's bid website (Attachment B).

On April 2, 2008, one proposal was received. The proposal was first reviewed to ensure it met the minimum requirements in the RFP. The sole proposal having met these requirements was then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFP, which included price, experience, work plan, financial stability, references, demonstrated controls over payroll/record keeping, and the displaced transit employee declaration. Based on this evaluation, it is recommended that this contract be awarded

The Honorable Board of Supervisors
June 4, 2008
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to the responsive and responsible proposer, Southland Transit, Inc. Public Works believes the contractor's price to be reasonable for the work requested.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will enable the County to provide eligible elderly and persons with disabilities with transportation to health care facilities, shopping, recreation, senior centers, and other destinations. It will not result in the displacement of any County employees.

CONCLUSION

Please return one adopted copy of this letter, along with the Contractor Execute and Department Conform copies, to the Department of Public Works, Administrative Services Division. The original Board Execute copy should be retained for your files.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

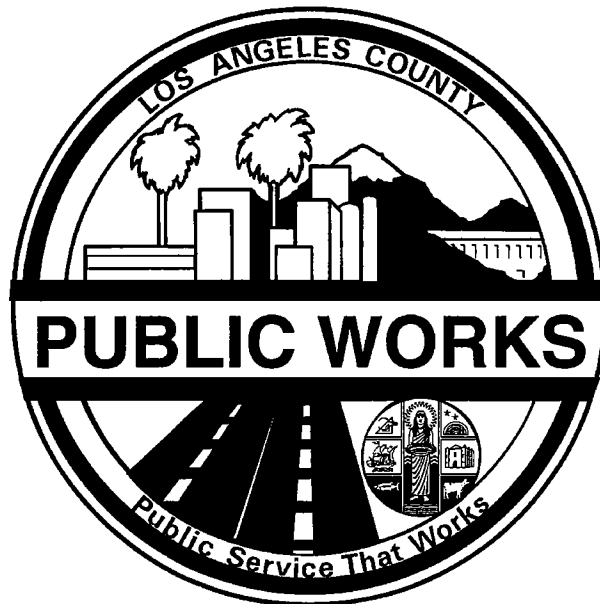
WTF:DDE
GZ:dw

Attachments (2)

c: County Counsel
Office of Affirmative Action Compliance
Department of Public Works (Programs Development)

DEPARTMENT CONFORM

Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

SOUTHLAND TRANSIT, INC.

FOR

WHITTIER ET AL. DIAL-A-RIDE SERVICE

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- EXHIBIT P Monthly Ridership Form (MR-20) for LACMTA Consolidated NTD Report (#9166) for FY**
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- EXHIBIT R Service Requirements**
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AGREEMENT FOR
WHITTIER ET AL. DIAL-A-RIDE SERVICE

THIS AGREEMENT, made and entered into this 4th day of JUNE, 2008, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and SOUTHLAND TRANSIT, INC., a 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 April 2, 2008, hereby agrees to provide services as described in the attached specifications for Whittier Et Al. Dial-A-Ride Service, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Evidence of Insurance Programs; Exhibit F, Transit Security Plan; Exhibit G, Controlled Substance and Alcohol Testing Program; Exhibit H, County-Owned Service Vehicles; Exhibit I, Whittier Et Al. Contractor-Provided Service Vehicles; Exhibit J, Preventative Maintenance for All Service Vehicles; Exhibit K, Driver's Daily Vehicle Report; Exhibit L, Terminal Manager's Compliance Checklist; Exhibit M, Daily Transportation Trip Sheet; Exhibit N, County of Los Angeles Department of Public Works Report of Vehicle Accident or Incident; Exhibit O, Vehicle Appearance/Cleanliness Checklist; Exhibit P, Monthly Ridership Form (MR-20) for LACMTA Consolidated NTD Report (#9166) for FY; Exhibit Q, Sample Calculation of the Fuel Price Adjustment; Exhibit R, Service Requirements; Exhibit S, Whittier Et Al. Paratransit Service Area Maps; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$811,705 per year (Maximum Contract Sum), or such greater amount as the Board may approve.

FOURTH: This Contract's initial term shall be for a period of one year commencing on July 1, 2008. At the sole discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of five years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

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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 Form PW-2, Schedule of Prices.

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

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

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: The Director may adjust ten percent of the hourly rate of compensation set forth in Form PW-2 (Schedule of Prices) based on the increase or decrease in the fuel price published in the Official Energy Statistics from the United States Department of Energy website at http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_sca_m.htm for Diesel (On-Highway) and Gasoline - All Grades (Regular) for California, and at http://tonto.eia.doe.gov/dnav/pet/pet_pri_prop_dcu_r50_m.htm for Liquid Petroleum Gas (LPG) using West Coast (PADD 5) "Sales to End Users, Average," as appropriate to the vehicle used, beginning on the month of this Contract's start date and thereafter at each successive one month interval, which shall be the effective date for any such fuel adjustment. The percentage change in the fuel price shall be obtained using the fuel

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

TWELFTH: 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 S, inclusive, the COUNTY'S provisions shall control and be binding.

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

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

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



COUNTY OF LOS ANGELES

By *Yvonne B. Banta*
Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

By *David Phan*
Deputy

41 JUN 4 2008

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

By *M. Fortner*
Deputy

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

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Directors

SOUTHLAND TRANSIT, INC.

By *David O'Leary*
Its President
VICE

DAVID O'LEARY
Type or Print Name

By *David Phan*
Deputy

By *Petros Keshishian*
Its Secretary

PETROS KESHISHIAN
Type or Print Name



CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of ROS ANGELES

On APRIL 30, 2008 before me, J. VERGARA - Notary Public
(Here insert name and title of the officer)

personally appeared DAVID DALEY AND PETROS KECHISHIAN

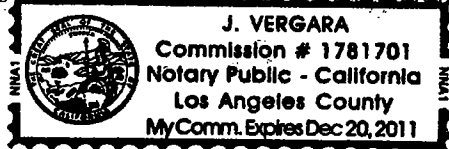
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~Xs/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument 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.

[Handwritten Signature]

Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

- INSTRUCTIONS FOR COMPLETING THIS FORM**
- Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
 - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
 - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
 - Print the name(s) of document signer(s) who personally appear at the time of notarization.
 - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
 - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
 - Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
 - Securely attach this document to the signed document

SCOPE OF WORK

WHITTIER ET AL. DIAL-A-RIDE SERVICE (2008-PA004)

A. Public Works Contract Manager

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

B. Work Location

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

C. Work Description

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

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

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

The County reserves the right to determine if any work is or will be needed under this Contract, at the County's sole and absolute discretion. The Contractor will not be entitled to any claim for loss of profits or otherwise, should the County fail to determine a need for services under this Contract.

D. Utilities

The County will not provide utilities.

E. Vehicle Storage, Maintenance, and Fueling Facilities

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

The Contractor shall provide appropriate Vehicle storage and maintenance facilities for the garaging, servicing, and cleaning of both County-Owned and any Contractor-Provided Service Vehicle(s) and equipment. The facilities shall include:

1. An enclosed workspace sufficient to allow maintenance personnel to repair Service Vehicles and be protected from the weather.
2. A concrete shop floor capable of withstanding the maximum weight of Service Vehicles.
3. A security-fenced, paved, and lighted area for overnight Service Vehicle parking with adequate spaces for all Service Vehicle(s).
4. A compressed air supply.
5. Tire changing equipment.
6. Battery maintenance equipment and spare batteries.
7. Service Vehicle lubrication equipment.
8. All tools and equipment necessary to perform required preventive maintenance activities.
9. All tools and equipment necessary to maintain Service Vehicles, perform component adjustments, and make mechanical repairs.

10. Facilities and equipment necessary to wash and clean the Service Vehicles.
11. Adequate secured storage area for tools, equipment, and parts.
12. A lighted maintenance pit or an appropriate State of California Occupational Safety and Health Administration (Cal/OSHA) or American National Standards Institute (ANSI) approved hydraulic lift capable of fully lifting the heaviest Service Vehicle six feet above the floor for maintenance purposes.
13. Fueling facilities are the responsibility of the Contractor. The Contractor shall make appropriate arrangements to fuel Service Vehicles either from on-site or off-site facility. If utilizing an on-site facility, if, and/or when, the County purchases new Service Vehicles, the fueling facility shall be capable of dispensing propane.

F. Removal of Debris

All debris derived from this Service shall be removed and disposed of at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System (NPDES) permit.

G. Special Safety Requirements

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

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

The Transit Security Plan shall meet the FTA's Safety and Security requirements as indicated in FTA's Top 20 Security Program Action

Items for Transit Agencies. The FTA's website (<http://transit-safety.volpe.dot.gov/security/securityinitiatives/top20/default.asp>) contains the Safety and Security Requirements.

The Contractor is also encouraged to refer to the Federal Transit Administration's "Transit Agency Security and Emergency Protective Measures" report available on the FTA website (<http://transit-safety.volpe.dot.gov/publications/security/ProtectiveMeasures/PDF/ProtectiveMeasures.pdf>). This document has been developed by the Federal Transit Administration, in consultation with the Department of Homeland Security's Transportation Security Administration and Office of Grants and Training and the American Public Transportation Association. It replaces the prior document entitled, Federal Transit Administration Transit Threat Level Response Recommendation. This document provides a more comprehensive systems approach and framework for a transit agency to use in integrating its entire security and emergency management programs with the Department of Homeland Security Homeland Security Advisory System's five color-coded graduated threat conditions. In addition, this document provides protective measures to be implemented in the event of an Attack or Active Incident and during the Recovery phase following an incident.

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

H. Contractor Safety

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

I. Maps

Maps of the Service areas are included in Exhibit S, Paratransit Service Area Maps.

J. Fares

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

All fares shall be retained by the Contractor to partially finance the cost of Service and shall be subtracted from the monthly invoice for the Service. The monthly revenue amount is subject to audit and shall be reported in the monthly statement to the Director. The Contractor shall, upon request of the Director, accept passes or vouchers issued by the Director in lieu of the cash fare

specified herein. The Director may alter the fare to be charged and the Contractor shall adhere to any changes to the fare structure.

K. Fare Security

The Contractor shall be responsible for the protection of fare box revenues. The Contractor shall establish and maintain fare collection and security policies and procedures, subject to the approval of the County. The Contractor shall keep an accurate accounting of all revenue received as the Contractor shall be held responsible for any lost, stolen, or uncollected revenue. The Contractor shall conduct or assist in any investigation of revenue security as determined necessary by the County.

L. Rates and Compensation

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

1. Service Vehicles (County-Owned)

For County-Owned Service Vehicles, the County will pay the Contractor on a monthly basis an amount equal to the sum of i) the number of Service Vehicle Revenue Hours provided with County-Owned Service Vehicles times the hourly rate reflected in Form PW-2, Schedule of Prices, Item 1, hereinafter referred to as "County Service Vehicle Rate;" ii) less fares; iii) less County-Owned Service Vehicle monthly rental fees of \$1.00 per month per Service Vehicle; and iv) less any and all liquidated damages pursuant to this Contract. Service Vehicle Revenue Hours are defined as the actual hours of revenue Service starting from the point of first pickup to the last drop-off minus driver lunches and time without passengers exceeding 30 minutes. It shall be based upon the hours determined by the Director, as needed, to provide the Service described in Exhibit R, Service Requirements.

2. Service Vehicles (Contractor-Provided)

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

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

3. Coordinated Service Vehicles

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

4. Supplemental Taxi Service

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

5. Fuel Cost Adjustment Mechanism

In addition to Section L, items 1, 2, and 3, stated above, the Director may adjust ten percent of the hourly rate of compensation in accordance with Paragraph Eleven of the Agreement (see pages 2 and 3) and Exhibit Q.

M. Noncompensation

In the event the Contractor is precluded from starting Service described herein for those excusable reasons cited in Exhibit B, Section 3.C.3, Termination for Default, hereinafter, the Contractor shall not receive compensation under this Contract for the period of the excusable delay. If the excusable delay occurs

following the start of regularly scheduled Service, the Contractor shall be compensated as specified in Form PW-2, Schedule of Prices.

N. Pass-Through Costs

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

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

The County recognizes that during the term of this Contract, engines, transmissions, and/or differential units of County-Owned 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 Director immediately after making such determination and, subsequently, in writing, detailing the reason for such a determination. After inspection by the Director, the Director may direct the Contractor in writing to proceed with work for the direct part repair expenses and not for labor costs associated with the removal or installation of the part(s). Labor costs associated with the removal and replacement of engines, transmissions, and differential units, including associated replacement of attachment devices, gaskets, seals, etc., are the responsibility of the Contractor and are not eligible for reimbursement.

Please note that costs associated with the damage to engines, transmissions, and/or differential units that the Director determines were caused or attributed to because of the negligence or lack of action (including timely preventive maintenance and warranty lapses) will not be eligible for pass-through costs to cover the required repair(s).

2. Air Conditioning Units (County-Owned Vehicles Only)

The County recognizes that during the term of this agreement the air conditioning compressors used in County-Owned 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 Director immediately after making such determination and, subsequently, in writing, detailing the reasons for such a determination. After inspection by the Director, the Director may direct the Contractor in writing to proceed

with the recommended work for the direct part repair expenses and not for labor costs associated with the removal or installation of the part(s). 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 costs associated with the damage to the air conditioning compressors and or compressor clutch unit that the Director determines were caused or attributed to because of the negligence or lack of action (including timely preventive maintenance and warranty lapses) will not be eligible for pass-through costs to cover the required repair(s).

3. Service Vehicle Repaint/Graphics (All Service Vehicles)

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

All costs associated with the Service Vehicle body repair, due to an accident or otherwise, in order to restore the Service Vehicle to the County's specifications, are the responsibility of the Contractor. The Contractor will be permitted to pass-through painting and decaling costs as a result of the County-Owned Service Vehicles changing service requirements such as new color schemes or decals reflecting new service names and phone numbers.

The Contractor will not be allowed to pass-through costs for painting and decaling work required for repairing blemishes that occurred either before or after the Contractor received the Service Vehicles. Any such blemishes that occurred before the Contractor received the Service Vehicles must be noted during the pre-acceptance inspections so that the Director can work with the prior Service provider to correct them. All work related to the pass-through costs will be approved, if appropriate and in writing by the Director.

Costs associated with the damage to the painted surface, lettering, and/or decal work that the Director determines were caused or attributed to the negligence or lack of action by the Contractor will not be eligible for pass-through costs to cover the required repairs.

4. Rehabilitation of County-Owned Service Vehicles

If the Contractor believes that a County-Owned Service Vehicle may require a complete mechanical overhaul and/or rehabilitation that is not

covered by the Service Vehicle's warranty, the Contractor shall notify the Director in writing in order to meet County's specifications. In such instances, the Director shall inspect the Service Vehicle(s) and make a determination of work to be accomplished. The Contractor shall then obtain the services of a known and qualified facility equipped to perform the task (or tasks) necessary as part of the Director's assessment.

The facility shall employ "certified" mechanics and personnel qualified in welding, refrigeration, brake inspections, and brake repairs to perform the necessary work. The Director will reserve the right to inspect and approve the facility where the work shall be performed.

The Director will perform preproduction, on-time, pre-delivery, post-delivery, conditional acceptance, and final acceptance inspections on the Service Vehicle. After the completion of the overhaul and/or rehabilitation of the Service Vehicle, the Contractor shall invoice the County for such work along with all necessary and required documentation, as determined by the Director. The Contractor shall withhold 5 to 10 percent of the amount due the selected facility for the approved work until the Director's final acceptance of the Service Vehicle.

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

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

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

5. Other Pass-Through Repairs (County-Owned Vehicles Only)

The County recognizes that during the term of this Contract, there may be needed repairs or modifications to Service Vehicles that are beyond the control of the Contractor and have not been identified elsewhere in this Section on "Pass-Through Costs (County-Owned Service Vehicles)." In order to be eligible for pass-through costs for items not specifically mentioned above, the Contractor shall present the required scope of repairs to the Director, and the Director will approve the repairs, if appropriate and in writing, prior to the Contractor commencing any repairs.

O. Equipment

1. Paratransit (Dial-A-Ride) Service Vehicles

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

a. County-Owned Service Vehicles

The County may lease to the Contractor eight Revenue Service Vehicles as described in Exhibit H, County-Owned Vehicles, one dollar per month per Service Vehicle, including their tires and other attached peripheral equipment. These Service Vehicles are to be used to provide this Service. The number of County-Owned Service Vehicles may change at the County's discretion by giving the Contractor 30 calendar days written notice.

b. Contractor-Provided and Contractor-Operated Service Vehicles

The Contractor may be required to furnish eight replacement revenue Service Vehicles to either replace a loss of County Service Vehicles (due to traffic accidents or vehicle fires, etc.), or as supplemental Service Vehicles because of changes in Service demand. The Contractor shall also be required to provide an appropriate number of spare Service Vehicles (a minimum of two spare vehicles). These Contractor-owned and Contractor-operated Service Vehicles are to be used to provide Service. The number of Contractor-Provided and operated Service Vehicles may be modified as demand for the Service changes and at the direction of the Director.

If Service Vehicle changes are required, the Director shall provide to the Contractor within 30 calendar days advance, written notice and must meet or exceed the County-required specifications listed in Exhibit I, Contractor-Provided Service Vehicles.

c. Temporary and/or Supplemental Contractor-owned and Operated Service Vehicles

The Contractor may be instructed by the Director to provide temporary and/or supplemental Contractor-owned and operated Service Vehicle(s) for Service in the event County-Owned Service Vehicles have been prematurely removed from the Service and not

replaced or the demand for Service exceeds the capacity provided by the County-Owned Service Vehicles, or County-Owned Service Vehicles will be out-of-service for a prolonged period of time as stated in this Section O, Equipment 1(b) above (i.e., major repairs, accident damage, Service Vehicle has reached its service life, etc.) in excess of 24 consecutive hours. These Service Vehicles, hereinafter referred to as "Contractor-owned Service Vehicles," provided by the Contractor shall be approved by the Director prior to being placed in Service. The County will pay the hourly rate for Contractor-Provided Vehicles for these Contractor-owned Service Vehicles (see Form PW-2, Schedule of Prices).

The Contractor shall be responsible for providing sufficient and adequate Service Vehicles, including spare Service Vehicles, which meet or exceed the required specifications described in Exhibit I, Contractor-Provided Service Vehicles. The Contractor shall provide the Director with copies of current DMV registrations for Contractor-owned Service Vehicles and provide updated registrations throughout the duration of this Contract.

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

As required by the California Air Resources Board, any new Service Vehicle introduced into Service after January 1, 2006, shall be low emission alternatively fueled (i.e., propane, natural gas, or electric) or low emission gasoline. If alternatively-fueled or gasoline-powered Service Vehicles are not available, a 2003 or newer diesel-powered model retrofitted with the Best Available Control Technology (BACT) Level 3 may be provided.

d. Support Service Vehicles

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

e. Supplemental Taxi Service

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

2. Communication Equipment

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

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

For the convenience of residents telephoning to make reservations, the Contractor shall provide a multiline telephone service with a feature to queue incoming calls. This feature will answer all calls by the fourth ring and provide call-in patrons with their estimated wait time and or their position within the queue.

The Contractor shall make every reasonable effort to continue to utilize the current toll free (800) 439-0439 to support a seamless transition to a new contractor for the patrons. However, the Contractor shall be required to use telephone numbers that do not result in a toll charge for residents within the Service area.

3. Dispatch Software and Advanced Vehicle Electronics

The Contractor shall deploy a comprehensive and integrated Advanced Vehicle Information (AVI) and dispatch system. The required system shall process each of the following elements:

- Mobile Data Terminals (MDT) to be installed in each Service Vehicle collecting real time schedule and passenger information.
- Advanced Vehicle Locators (AVL) utilizing a vehicle location system similar to or equal to a Global Positioning Satellite (GPS) system receiver that shall be installed in each Service Vehicle or if a portable system is used one GPS receiver is assigned to each Service Vehicle.
- A dispatching software similar to or equal to the latest version of "Trapeze Pass/Trapeze Novus."

The dispatching software shall be integrated with both the Mobile Data Terminals (MDT) and the Automatic Vehicle Locators (AVL) installed in

each Service Vehicle. The dispatching software must be able to sort patrons by specified area.

The Contractor shall equip Service Vehicles with MDTs and AVLs at its own expense. The Contractor shall remove its equipment from the County-Owned Service Vehicles upon the completion of this Contract. Contractor is given 120 calendar days from the start of the Contract to purchase, install, train personnel, and to complete the implementation for use of the system described above. The Contractor's failure to implement the dispatch software and the Advanced Vehicle Electronics (the MDT's and AVL's) by the deadline may be grounds for the immediate termination of the Contract at the Director's discretion based upon progress made to date.

The County has applied for grant funding to purchase and install Remote Sensing Devices (RSD) on these Service Vehicles. The RSD are Global Positioning Satellite (GPS) devices and, if installed, will be attached to the vehicle's On-Board Diagnostic II plug or OBD II plug. These units will report back to the County any engine or emission malfunction. In turn, the County will relay this information to the Contractor. As with many other GPS devices, they can also provide real time data about location, vehicle speed, excessive idling, etc. When appropriate, this information will also be relayed to the Contractor. These devices would be installed in addition to the Contractor-provided dispatch system required in this Section.

If the County installs these GPS devices on the Service Vehicles, it will be the Contractor's responsibility to ensure that the devices are not disconnected, damaged, or removed. The Contractor shall be responsible for the care and condition of the device. If the device is damaged, lost, or stolen, the Contractor shall replace the lost or damaged unit within two calendar weeks of the date of loss.

4. Internet Access and E-Mail

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

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

The required periodic items and other communication, including the monthly reports, identified in this Contract, may be done through e-mail for

convenience and timeliness. To the maximum extent possible, all of the Contractor reports (even items transmitted by mail or personally delivered) shall also be transmitted to the Director electronically.

5. Office Staff Computer Skills

The Contractor shall ensure that staffs assigned to this contract are familiar with three Microsoft Office Professional suite of programs (Microsoft Word, Microsoft Excel, and Microsoft Outlook) and/or their equivalent. Staff shall possess the required skills to create, edit, and transmit data supplied in the above Microsoft Office Professional software formats or their equivalent.

6. Business Contact Telephone Number

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

7. 24-Hour Contact Information

The Contractor shall maintain a 24-hour emergency contact system that utilizes a pager, cellular telephone, management telephone tree, or other means to contact a manager 24 hours per day and 365 days per year. The Contractor shall provide the Director with information on how to contact a manager through the emergency contact system before the Service begins. A manager shall contact the Director within one hour after being so requested during nonbusiness hours.

This manager shall be able to address operational issues in case of an emergency.

8. County Telephone Number

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

9. General Equipment Terms

The Contractor shall acknowledge the receipt, condition, working order of any County-Owned Service Vehicles and equipment, and any County-Owned Service Vehicles and equipment subsequently added to the fleet when received. The Contractor shall maintain all Service Vehicles, related accessories, equipment, and facilities required per this Contract in good order and in a condition satisfactory to the Director.

Upon request by the Director, reports regarding the Service Vehicles' condition, operation status, complaints, or other relevant information pertaining to the Service shall be forwarded to the Director. The Contractor shall not seek additional compensation for any costs incurred to meet the requirements in this paragraph.

In the event that one of the County-provided Service Vehicles assigned to the Service breaks down, the Contractor shall provide the necessary spare Americans with Disabilities Act (ADA) - compliant Service Vehicle(s) equipped with air conditioning and lift equipment within 30 minutes. The spare Service Vehicles shall be similar in kind to the County-Owned Service Vehicles being used in this Service or those specified in Exhibit I, Contractor-Provided Service Vehicles. The cost of the spare Service Vehicles shall be included in the Contractor's Service Vehicle Rates. The Contractor's equipment and facilities shall meet all requirements of applicable Federal, State, and local ordinances and laws, including, but not limited to, the California Highway Patrol (CHP), the California Air Resources Board (CRB), South Coast Air Quality Management District (SCAQMD), and ADA.

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

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

The Director may inspect Service Vehicles, equipment and all other peripheral equipment prior to the Contract's termination to assess condition of the Service Vehicles and equipment. The Contractor shall be responsible for performing all the work necessary to correct any deficiencies noted. At the Director's discretion, the final two months of payments for this Service may be withheld until the Contractor has completed all repairs specified by the Director.

At the Director's discretion, the cost of correcting any Service Vehicle deficiencies may be deducted from the payments due to the Contractor if the Contractor fails to perform the necessary work to correct the deficiencies within the time specified by the Director.

The Contractor shall, at its sole expense, repair or replace any County-Owned Service Vehicle and/or equipment, which may be

damaged or lost by reason of collision, fire, negligence, abuse, vandalism, or other like cause. If the equipment is to be replaced by the Contractor, it shall be with a County-approved exact duplicate or as stipulated by the Director. In lieu of a 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 that a new Service Vehicle is placed into service.

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

All settlements shall be within 90 calendar days of date of loss (DOL). Liquidated Damages shall be assessed each month for claims unresolved after 120 calendar days.

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

Contractor shall supply a two-way communication dispatch system in all spare and substitute Service Vehicles to ensure a consistent fulfillment with the terms of this Contract. Shortages may occur when County-Owned Service Vehicles are out-of-service for repairs or when Service Vehicles are in the process of being replaced or if demand has exceeded the availability of County-Owned Service Vehicles. The cost of spare Service Vehicles shall be included in Contractor's Service Vehicle Rates. The cost to operate and maintain substitute Service Vehicles will be covered by the hourly rate for Contractor-Provided Vehicles.

The Contractor's equipment and facilities shall meet all requirements of applicable local, State, and Federal laws, regulations, directives, and ordinances, including, but not limited to, the ADA of 1990.

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

P. Service Vehicle and Equipment Maintenance and Warranties

1. Service Vehicle Condition

All Vehicles, vehicle equipment, and any other equipment necessary to provide this Service, shall be maintained by the Contractor to acceptable appearance standards and in good repair and in a condition satisfactory to the Director and in accordance with the manufacturers' recommended maintenance procedures, as well as with applicable Federal and State regulations. The Contractor shall maintain a "Satisfactory" Safety Compliance Inspection rating for the Contractor's maintenance facility(ies) or terminal(s) used for this Contract from the California Highway Patrol (CHP) or other governmental agency throughout the life of this Contract. Exhibit L is a CHP Terminal Manager Compliance Checklist. If the Contractor receives a Safety Compliance Inspection rating of "Unsatisfactory" or "Conditional" from the CHP or other governmental agency, the Contractor shall so notify the Director immediately. The Contractor shall outline the steps to be taken to correct any and all deficiencies. The Contractor shall not seek additional compensation for any costs incurred to meet the requirements in this paragraph.

Failure of the Contractor to take the necessary actions to improve their "Unsatisfactory" Safety Compliance Inspection rating to a minimum rating of "Conditional" within four months shall be grounds for terminating this agreement. Failure of the Contractor to take the necessary actions to improve their "Conditional" Safety Compliance Inspection rating to a "Satisfactory" rating within six months shall be grounds for terminating this Contract at the discretion of the Director.

Following the first reinspection of either an "Unsatisfactory" or "Conditional" Safety Compliance Inspection rating, the rating must be improved to and remain at the level of "Satisfactory" for the term of this Contract. After the receipt of a "Conditional" Safety Compliance Inspection rating, if the CHP reinspection rating remains "Conditional" or is lowered to "Unsatisfactory," this shall be grounds for termination of this Contract at the discretion of the Director.

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

When applicable, the Director will provide the Contractor with the written manufacturers' warranty for each County-Owned Service Vehicle. The Contractor shall become the County's designated warranty agent for all County-Owned Service Vehicles provided for Service. The Contractor

shall be responsible for ensuring that the Service Vehicle manufacturers and all component manufacturers perform or reimburse the Contractor for all work and parts that are covered under warranty.

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

3. Service Vehicle Appearance/Cleaning/Fumes

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

a. Service Vehicle Interior

The interior of all Service Vehicles shall be kept free of litter and debris to the maximum extent practicable throughout the operating day. Service Vehicles shall be swept, mopped ("wet mop" process only), and dusted daily. Under no circumstances is the "hosing out" (water wash down) of Service Vehicle interiors allowed. A minimal amount of soap/cleaning solution and/or water shall be utilized. Interior panels, windows, and upholstery shall be cleaned of marks as necessary. The interiors of all Service Vehicles shall be thoroughly washed at least once per week, including all windows, seats, floor, stanchions, and grab rails.

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

If seat upholstery has been damaged, the Service Vehicle shall not be returned to revenue Service until it has been repaired. The Contractor shall replace seat covers and/or seat boards that are worn or damaged and cannot be professionally repaired using materials that are identical in specifications and color as those materials being repaired. Ceilings and walls shall be thoroughly cleaned weekly or more often as necessary to maintain a clean appearance and maximize visibility. The Contractor shall ensure that the interiors of Service Vehicles are kept free of rodents, insects, vermin, and pests at all times while in operation and shall take such steps as are necessary, at the Contractor's expense, to

exterminate said pests in the event that they occur in the Service Vehicles.

b. Service Vehicle Exterior

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

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

c. Fumes

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

d. Graffiti

The County has a zero tolerance policy for graffiti. Any Service Vehicle that is vandalized with graffiti shall be removed from Service at the end of its daily operation and returned to the Contractor's storage yard. The vandalized Service Vehicle shall have the graffiti removed before being returned to Service.

4. Daily Pretrip and Posttrip Service Vehicle Inspection and Servicing

Prior to being placed in Service each day, each Service Vehicle shall receive a daily pretrip inspection by the operator. At the end of each day, each Service Vehicle shall receive a daily posttrip inspection by the operator.

The Contractor's daily Pretrip and Posttrip Service Vehicle Inspection Report forms shall be submitted to the Director in a format approved by the Director, and at a minimum, shall include all items from the "Vehicle Appearance/Cleanliness Checklist" (Exhibit O). The daily pretrip and the posttrip inspections shall be supplemented by regular weekly maintenance inspections to ensure safe and proper operating condition of Service Vehicles. Daily pretrip and posttrip inspections shall also include physical operation of the wheelchair lift or ramp to ensure ADA-compliance. A record of all such inspections shall be kept by the

Contractor and shall be submitted to the Director as requested and or required herein.

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

The Contractor shall document the daily servicing on the daily Pretrip and Posttrip Service Vehicle inspection reports in a written checklist format (an example is shown in Exhibit K, Driver's Daily Vehicle Report).

Each Service Vehicle operator performing the daily pretrip and posttrip inspections shall be required to fill out an inspection report form and turn it in to the Maintenance Manager. Prior to the next pullout, the Contractor shall repair or replace any Service Vehicle that has defects and/or possesses a safety or operational problem.

5. Wheelchair Lifts or Ramps

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

6. Maintenance Program

a. General Scope

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 pursuant to this Contract. The Contractor shall be fully responsible for the maintenance of all Service Vehicles, radios, Advanced Vehicle Information (AVI) systems, passenger counters, and all equipment to be used to perform this Service in strict conformity to all State and Federal regulations and orders, including CHP regulations and orders. The Contractor's duty and responsibility to maintain all Service Vehicles and equipment cannot be delegated to any other

person, firm, or corporation without prior written approval of the Director.

b. Parts/Fluids Specifications and Requirements

All parts, materials, tires, lubricants, fluids, oils, and procedures used by the Contractor on all Service Vehicles and equipment shall meet or exceed original equipment manufacturer specifications and requirements. All parts, except for the two-way radio, Automatic Service Vehicle Locators (AVL), and Mobile Data Terminals (MDT) installed by the Contractor on County-Owned Service Vehicles shall become the property of the County. Parts replaced shall be subject to inspection by the Director prior to disposal.

c. Service Vehicle Damage

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

d. Preventive Maintenance

Routine preventive maintenance and servicing is required on all Service Vehicles for this Service at the recommended Original Equipment Manufacturer's (OEM) specification, including both the owners manual and the service manual; and shall meet, as a minimum, the Preventative Maintenance Inspection (PMI) program listed in Exhibit J, Preventative Maintenance for All Service Vehicles, or as set forth at a future date by mutual agreement between the Contractor and the Director.

The Director will allow a window of plus or minus 500 miles for scheduled preventive maintenance as recommended by the Service Vehicle manufacturer's maintenance specifications. This window of 500 miles cannot be added to in successive maintenance intervals. For instance, if the Service Vehicle manufacturer recommends maintenance at a 3,000 mile interval, then the Contractor would be allowed to perform the preventive

maintenance at 3,000 miles plus or minus 500 miles; 6,000 miles plus or minus 500 miles; etc.

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

Adherence to preventive maintenance schedules shall not be regarded as reasonable cause for deferred maintenance in specific instances where the Contractor's employees observe that maintenance is needed in advance of the schedule.

The Contractor shall not defer maintenance for reasons of shortage of maintenance staff, parts, equipment, or operable Service Vehicles, nor shall Service be curtailed for the purpose of performing maintenance without prior written consent of the Director.

e. Brake Inspection/Adjustment

Brake inspections and adjustments on all Service Vehicles shall be performed at intervals that ensure the safe and efficient operation of the braking system. Detailed brake inspections on brake systems shall occur every 30 calendar days or more frequently in accordance with the number of miles the Service Vehicle was in operation since the prior inspection. In addition, visual inspections of the brake systems shall occur weekly and be recorded as part of the maintenance records.

f. Heating, Ventilation, and Air Conditioning

The Heating, Ventilation, and Air Conditioning (HVAC) systems shall be maintained and used to ensure that the passenger compartment temperature is comfortably maintained under all climatic conditions at all times while the Service Vehicle is in Service.

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

g. Spare Parts

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

h. Service Vehicle Towing

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

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

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

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

7. Service Vehicle Maintenance Record Keeping

The 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/Fleet Number (County "L" number, if it is a County-Owned Service Vehicle)
- d. License Number
- e. Date Received

- f. Unit Repairs (mechanical)
- g. PMI Reports
- h. Daily Pre-trip Service Vehicle Inspection Reports
- i. Daily Post-trip Service Vehicle Inspection Reports
- j. Work Orders
- k. Warranty Work
- l. Major Mechanical Repair/Unit Replacement
- m. Body/Interior Repairs (cosmetic)

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

8. Applicable Service Vehicle Codes and Regulations

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

The Contractor shall pay particular attention to the CHP Motor Carrier Safety Regulations. Each Service Vehicle is required to be available to be inspected annually by the Director and/or by the CHP in accordance with Exhibit L. The Director shall be immediately notified of inspections performed by a governmental agency other than the County. The results of inspections shall be provided to the Director within one business day, and any applicable signed certification shall be displayed or carried on the Service Vehicles. The Contractor shall expeditiously correct any deficiencies on any CHP or other governmental agency Service Vehicle inspection report and advise the Director of the same.

9. Smog Checks

All gasoline-powered "E-plated" Service Vehicles shall be smog checked in accordance with the California Health and Safety Code, Section 44019. Copies of smog check reports for County-Owned Service Vehicles shall be forwarded to the Director by May 31 of each year of the inspection.

10. California Highway Patrol Inspections

The Contractor must contact the CHP and have the CHP perform Biennial Terminal Inspections on the Contractor's maintenance facility and activities, regardless of the total fleet mileage that occurred since the previous inspection. The Contractor shall notify Director of the inspection at least seven calendar days in advance. The Director may have appropriate County or other personnel attend the inspections. Copies of the CHP Inspection Report shall be forwarded to Director within one business day.

11. Vehicle Transfer Audit

At the discretion of the County, the Contractor may be required to transfer County Vehicles to another Service Contractor. The Contract Manager may schedule a pretransfer inspection and a transfer inspection. The Contractor assuming responsibility for the Service (new contractor) shall conduct both inspections. The Contractor shall have appropriate staff on-site to review work identified. It is the responsibility for the Contractor to ensure that County Vehicles are in good mechanical condition and have good/clean appearances. The Contractor shall ensure that each vehicle's brakes and tires meet the minimums specified in Exhibit H.2. Any and all mechanical defects identified during the pretransfer and the transfer inspections are the responsibility of the Contractor. Preventive Maintenance Inspections (PMI's) shall be current. PMI records of County Vehicles are County property and shall be turned over to the new contractor by the Contractor. One week after the completion of the transfer of service, liquidated damages in the amount of \$100 per County Vehicle per week may be assessed for PMI records that are not provided by the Contractor for any County Vehicle.

Repairs identified during these inspections not made by the Contractor shall be performed by the new contractor. Outstanding PMI's will also be performed by the new contractor and will be prorated to reflect the number of Service days remaining on this Contract.

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

Upon satisfactory completion of County Vehicle repairs, the balance of the invoice payments being withheld from monthly Service invoices 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.

Q. Monitoring and Auditing Service

1. Monitoring Service

In order to document the Service, the Contractor shall maintain all service records as requested by the County and as required for good business practices. The Contractor shall monitor the Service, schedules, and ridership in a method approved by the County. Based on this monitoring, the Contractor shall indicate the need to maintain, reduce or increase the hours of operation, or the frequency of operations.

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

2. Auditing and Inspection of Service

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

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

3. Surveys and Questionnaires

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

R. Personnel

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

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

The Contractor shall require that all personnel report all passenger complaints and/or operational problems to the Program Manager, as described below. The Contractor shall maintain a daily diary (log) for this purpose and shall be subject to inspection by the County.

Upon notice from the County, the Contractor shall take all steps necessary to remove or alleviate the cause of the objection of any person in the employment of the Contractor not conforming to the provisions contained herein concerning their conduct, demeanor, or appearance.

S. Responsibilities of the Contractor

1. Contractor

Contractor must have a minimum of three years experience in managing the same or similar paratransit services for governmental or social service agency(ies).

2. Program Manager

The Contractor shall designate one Program Manager who must have a minimum of three years' experience in managing the same or similar paratransit services for government and social services agency(ies). The Program Manager will be responsible for overseeing the day-to-day operations of the Service. This Program Manager shall have full authority to act for the Contractor and shall be reachable by way of a business or cellular telephone during the hours of this Service.

The County reserves the right to approve, or not approve, any change of the Program Manager for this Service. The Program Manager shall provide both on-line supervision and management of the Service's accounts and operating records. The Program Manager is obligated to dedicate the time and full-time equivalent hours specified in the Contractor's proposal.

a. On-Line Supervision

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

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

b. Service Management

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

- i. Preparation of monthly summaries of operations data on a per Service Vehicle basis.
- ii. Maintenance of Services accounts.
- iii. Preparation of a monthly invoice that will document all charges minus the total amount of fares collected and any possible liquidated damages for missed trips, incomplete service, etc.
- iv. Responsibility for the complete operation of all County-Owned Service Vehicles and Contractor-owned Service Vehicles, including all ancillary equipment, i.e., wheelchair lifts, air conditioning, fare boxes, schedule holders, destination signs, etc.
- v. Immediate responsibility for any operational problems and/or passenger complaints and accurately reporting these problems to the County in a timely manner.

3. Contractor Safety Manager

The Director shall designate in writing a Contractor Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness

Prevention Program and Code of Safe Practices. The Contractor's 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 Safety Official shall be grounds for the Director 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.

4. Road Supervisor

The Contractor shall employ a minimum of one Road Supervisor dedicated to this service, who shall be reachable at all times by way of a business or cellular telephone during the scheduled hours of Service.

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

- a. Ensure quality service delivery on a regular basis;
- b. Facilitate fleet deployment while performing pretrip and posttrip inspections;
- c. Monitor and document on-time performance;
- d. Provide extensive field support in an effort to minimize service interruption;
- e. Address specific service problems and service interruptions; and
- f. Complete specific services, as requested.

5. Telephone Reservation and Dispatch Personnel

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

6. Office Personnel

The Contractor shall employ personnel during the Service's operating hours to answer inquiries from the public and respond to complaints regarding the Service. Office personnel shall have an e-mail address and have access to a computer during Service hours. Furthermore, office personnel shall be able to use the following three Microsoft Office Professional suite programs: Microsoft Word, Microsoft Excel, Microsoft Outlook, and/or their equivalent. Office personnel shall be able to

research the County's questions with his/her superiors and respond to the County's personnel via e-mail.

The Contractor shall employ personnel to monitor the two-way radios and dispatcher's console during all hours of Service operation. Required duties shall include the preparation of data, forms, and/or reports and be proficient in the preparation of such documents with an emphasis on the highest level of accuracy and reliability. The responsible person shall have experience preparing National Transit Database (NTD) Reports for a community Dial-A-Ride service located within the County of Los Angeles.

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

7. Office Personnel - Training Program

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

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

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

The training program submitted for the Director's review must include samples of the training material for each topic listed above and any other training material the Contractor will use for topics not listed. It must identify the trainer and provide their job title. The training program must

include a schedule indicating the frequency of training and refresher sessions. The Contractor is responsible for maintaining records of all training provided to each employee during the duration of the contract. The Contractor will notify the Director with any changes, deletions, or additions to the training program within three working days. The Director has the right to reject changes.

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

8. Service Vehicle Operators

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

Operators' wages and work hours shall be in accordance with Federal, State, and local regulations as well as the County's Living Wage requirements affecting such employment.

a. Operator Recruitment and Selection

The Contractor shall conduct pre-employment Department of Motor Vehicles' (DMV) checks of all Service Vehicle operators and mechanical personnel, including independent contractor(s) or subcontracted employees for Service. The Contractor shall review the 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."

The Contractor shall perform background checks on all applicants for Service Vehicle Operator and shall reject any applicant who has been convicted of any felony charge, which would affect the applicant's ability to perform as a Service Vehicle Operator in this Service.

Beginning at least by the start of Service, the Contractor shall enroll its Service Vehicle operators and mechanical staff in the DMV's Pull Notice Program.

The Contractor shall also check DMV records at least every six months and as additional updates are received for accidents, Vehicle code violations, and valid driver's licenses of its employees

whose job requires them to operate Service Vehicles for this Service. This information shall be filed in a central location, by the driver's name. Every three months the Contractor shall prepare a list of current drivers and mechanics enrolled in the Program for the County's use. It is the responsibility of the Contractor to ensure that each of its employees' driver's licenses is current.

The Contractor shall be notified of any activity on a Service Vehicle operator's driving record. Any operator exceeding the DMV point system or with a revoked or suspended license, shall not be allowed to operate a Service Vehicle. The Contractor shall notify the County within five working days of the results of said checks and indicate any corrective actions taken.

b. Operator Requirements

The Contractor shall be required to meet and shall be responsible to ensure that each Service Vehicle operator meets the following requirements:

- i. All Service Vehicle operators shall work on a schedule that ensures a consistent and overall high quality of Service. Service Vehicle operators shall have at least a valid California Class "A" or Class "B" drivers license (with appropriate endorsements), a valid Medical Examination Certificate, ADA training, nondiscrimination training as well as any other required licenses or endorsements required by Federal, State, and local regulations. A Service Vehicle Operator, who does not have a valid license, a valid and/or current medical examination, endorsements, or required training shall not be permitted to operate a Service Vehicle.
- ii. Each Service Vehicle Operator shall have a valid California driver's license of an appropriate Class with any and all endorsements and or certificates required for the Service Vehicle operated and the Service provided. Each Service Vehicle Operator shall have appropriate, and/or required and documented training. If required, the Service Vehicle Operator shall have a valid medical card. Each Service Vehicle Operator shall have ADA training and nondiscrimination training as well as any other required endorsements, licenses, and/or training as required by Federal, State, and local regulations. A Service Vehicle Operator, who does not have a required valid license, and/or a current or valid medical examination, appropriate endorsements, and/or current or required training, shall not be permitted to operate a Service Vehicle.

The Contractor shall enroll each Service Vehicle Operator in the California Department of Motor Vehicles (DMV)'s Pull Notice Program. The Contractor shall review and maintain each driver's records in accordance with the DMV's requirements.

- iii. Service Vehicle operators shall wear a uniform acceptable to the Director. While performing their duties in Service, Service Vehicle operators shall maintain a clean and neat appearance. The Director has the right to approve, or disapprove of the operators' uniform to be used for the Service. Maintenance and replacement of uniforms remain the Contractor's responsibility. Uniforms shall include both shirt/blouse and skirts/slacks. Drivers shall wear name tags clearly displaying their names while performing their duties. Coats, sweaters, jackets, and hats are not required, but if worn, they must match the uniform and shall also display the operator's name tag.
- iv. Service Vehicle operators shall assist passengers, who have difficulty negotiating the steps of the Service Vehicle.
- v. Regularly assigned Service Vehicle operators or trained backup operators shall be available and on-time daily to ensure consistent and reliable Service.
- vi. Each Service Vehicle operator shall carry current Certification of Cardiopulmonary Resuscitation (CPR) and first aid training at all times during Service Vehicle operations.

9. Operator Training

The Contractor shall be responsible for all Service Vehicle operators training. The Contractor's training programs shall be conducted by a "certified" instructor and meet all Federal, State, and local requirements and standards and shall be conducted prior to permitting any driver to operate any Service Vehicle in revenue Service. At a minimum, the training program shall include the following:

- a. Proper operation of the Service Vehicle to be used in Service, including defensive driving and Service Vehicle handling. Proper operation of wheelchair lifts/ramps/tie-downs, communication equipment, and other equipment to be used on Service Vehicles.

- b. Training in passenger relations, ADA, nondiscrimination requirements, fare collection, the Service area, schedule orientation, and on-time performance requirements. In addition, drivers shall be trained in the use of any special vehicle electronics including, but not limited to, the Advanced Vehicle Information (AVI) system's Mobile Data Terminals (MDT), Advanced Vehicle Locators (AVL), and the base to Service Vehicle's two-way radio communications equipment.
- c. Ongoing customer service and safety program training to ensure a safe operating environment. Training shall place significant emphasis on techniques for dealing with the public in a helpful and courteous manner to achieve the maximum level of customer satisfaction. This education and training will include courtesy and empathy towards the needs of senior citizens and those with disabilities. This requirement pertains to relief Service Vehicle operators as well as regularly assigned Vehicle Operators.
- d. Regular and refresher training of DMV regulations and company policies.
- e. Regular and refresher training of Service area, fare structure, and attendant policies for escorts traveling with persons with disabilities or mental impairments.
- f. Regular and refresher training of accident and emergency procedures and reports.
- g. American Red Cross or County-approved equivalent training for CPR and first aid.
- h. Regular and on-going formal safety instruction for all operating personnel assigned to perform any activities under this Scope of Work. Operators shall be required to attend scheduled safety meetings at least four times per year.
- i. Ongoing training programs as well as refresher training programs for its drivers. These regularly scheduled classes shall include various topics, including the areas of defensive and safe driving, emergency and/or crisis management, understanding work expectations, Terrorist Activity and Public Transit, and other relevant topics. The Contractor shall submit an annual preplanned training schedule to the Director. The Contractor may be required to hold additional training on issues and/or subjects pertinent to the Service. Authorized County personnel will have the right to attend and/or audit any such Contractor training programs or classes.

10. Maintenance Personnel

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

Wages and work hours shall be in accordance with Federal, State, and local regulations affecting such employment.

a. Journey or "A" Level Technician

Qualified maintenance personnel with demonstrated experience and skills in the area of work to be performed shall perform all repair and maintenance work. At a minimum, one "A" level mechanic shall be available per shift.

An "A" level mechanic shall be broadly defined as a professional, Journey Level maintenance technician who has a minimum of four years experience as a journey level mechanic, and has significant experience in the major systems and subsystems of medium and heavy-duty motor Vehicles. The "A" level mechanic shall be capable of safely and accurately performing his/her duties with little or no supervision. A qualified "A" level mechanic shall be capable of performing complex trouble shooting and diagnostic procedures efficiently by utilizing past experience, knowledge of the specific system, logical thought, and the latest technologies, including mechanical, hydraulic, electrical, and electronic testing equipment.

b. Maintenance Technicians

All of the Contractor's maintenance personnel shall be knowledgeable of methods, procedures, and requirements used in the servicing and maintaining of the Service Vehicles. The Contractor's maintenance personnel shall be knowledgeable about engines, transmissions, HVAC, wheelchair lifts, chassis, bodies, and related mechanical, electrical, and electronic systems, and devices. The Contractor's maintenance personnel shall also have a thorough knowledge of the methods and procedures normally used in servicing mechanical equipment for Paratransit Vehicles.

Maintenance Technicians shall be required to work toward obtaining an ASE certification at an appropriate level for the Service Vehicles used on this Service. At a minimum this ASE certification shall be within the Automobile/Light Truck "A" Series. By the end of

each subsequent year, and until the end of the Contract, each Maintenance Technician assigned to this Service shall obtain a minimum of one additional ASE certification per year within the "A" Series. The ASE certification shall be from one of the following eight Automobile/Light Truck aspects leading to the Master Technician Certification:

- i. A-1 Engine Repair
- ii. A-2 Automatic Transmission/Transaxle
- iii. A-3 Manual Drive Train and Axles
- iv. A-4 Suspension and Steering
- v. A-5 Brakes
- vi. A-6 Electrical and Electronic Systems
- vii. A-7 Heating and Air Conditioning
- viii. A-8 Engine Performance

11. Maintenance Manager

The Contractor's Maintenance Manager shall have at least three years' experience in maintaining similar fleets of transit vehicles.

The Maintenance Manager shall possess a valid DMV Class B (with appropriate endorsements) driver's license and a valid DMV Medical Examination Certificate as well as any other required licenses or endorsements required by Federal, State, and local regulations. The Maintenance Manager shall also possess a National Institute for Automotive Service Excellence (ASE) Certification in the T-8 Preventive Maintenance Inspection (Medium/Heavy Truck):

- a. A-1 Engine Repair
- b. A-2 Automatic Transmission/Transaxle
- c. A-3 Manual Drive Train and Axles
- d. A-4 Suspension and Steering
- e. A-5 Brakes
- f. A-6 Electrical and Electronic Systems
- g. A-7 Heating and Air Conditioning

h. A-8 Engine Performance

12. Verification of Technicians' Qualifications

The qualifications of the Contractor's technicians shall be verifiable to the County's satisfaction. The County reserves the right to acquire additional assurance throughout the contract period that maintenance personnel are properly equipped, trained and qualified to service, repair and properly document repairs to the County's equipment.

13. Assignment and Number of Technicians

The County reserves the right, at its discretion, to request that an unqualified mechanic be removed at anytime from working on Service Vehicles and equipment utilized by the Contractor to provide Services under this Contract. Additional requirements shall include the Contractor:

- a. At a minimum, maintaining a dedicated mechanic to Service Vehicle ratio of:
 - i. One mechanic for every four light duty/cutaway Service Vehicles; and
 - ii. One mechanic for every eight wheelchair ramp equipped Minivan Service Vehicles.

The number of mechanics dedicated to this Service shall be directly proportionate to the number of minivans and cutaway buses being used. For example, if 2 cutaway buses and 4 minivans are being utilized, then only 1 mechanic is needed.

- b. Submitting a quarterly list of all mechanic positions with the name of the mechanic assigned to each position, their skill level, ASE certification(s) with their expiration date(s) and changes or vacancies of each position.
- c. Supplying a sufficient number of properly qualified and "certified" personnel to maintain and service all County-Owned Service Vehicles for this Service.

14. Maintenance Personnel's Technical Knowledge

Maintenance technicians shall have thorough knowledge of:

- a. Service Vehicle engines, automatic transmissions, and related mechanical devices.

- b. Methods and procedures used in servicing and maintaining mechanical equipment.
 - c. Service Vehicle chassis and bodies.
 - d. Tools, precision instruments, equipment, and procedures used in testing and the general repair and maintenance of Service Vehicle equipment.
 - e. Decimals, fractions, and specific math related to Service Vehicle mechanics.
 - f. The ability to read and diagnose electrical circuit schematics, pneumatics, hydraulics, and heating and air conditioning systems used in these Service Vehicles.
 - g. Specialized areas, such as painting, upholstery, brake relining, heating and air conditioning, and maintenance of wheelchair lifts and ramps.
 - h. Advanced modern Service Vehicle electronics.
15. Capabilities of Maintenance Technicians
- Maintenance technicians shall be able to:
- a. Inspect and repair Service Vehicle engines, transmissions, and other parts.
 - b. Diagnose Service Vehicle engines, transmissions, electrical systems, and heating and air conditioning problems.

16. Mechanic Training

The Contractor shall ensure all mechanics are properly trained and certified in the operation and maintenance of the Service Vehicles and equipment specified for this Service.

The Contractor shall provide mechanics with ongoing training in order to keep certifications current and to keep abreast of new maintenance techniques and equipment.

The Contractor shall be responsible for providing personnel for effective maintenance of Service vehicles used in the performance of this Contract as indicated above. If maintenance personnel are not trained and certified as specified above, Liquidated Damages, per this Exhibit A, Section Z.2 shall apply.

17. Mechanic Recruitment, Selection, and Supervision

The Contractor shall be responsible for the recruitment, screening, testing, selection, training, scheduling, supervision, discipline, termination, and all other functions with regard to the maintenance personnel. Wages and work hours shall be in accordance with Federal, State, and local regulations as well as the County's Living Wage requirements affecting such employment.

The Contractor shall ensure that all lead mechanics are experienced and/or qualified to work on these Service Vehicles and meet all the requirements in the Contract. Within one year of entering into this Contract, each mechanic (or Service Vehicle technician) shall be ASE Certified and meet all requirements in this Contract. Experience in alternate fuel type Minivans or a cutaway Dial-A-Ride bus is desirable as new Service Vehicles may be alternatively fueled.

The Contractor shall ensure that any mechanics working on Service Vehicles' air conditioning units are properly qualified (certified) and/or are directly supervised by a mechanic having a minimum of two years experience in Service Vehicle air conditioning diagnosis, service, and repair.

T. Responsibilities of Public Works

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

U. Marketing and Advertising

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

The Contractor shall not place any form of advertising inside or outside of any Service Vehicle unless directly authorized in writing by the Director. The Contractor agrees to provide space and install signs furnished by the County, pursuant to the Contract, for identification and promotional material at no cost to the County on the side, front, back, and interior of Service Vehicles. The terms

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

V. Operation During a Declared Emergency

Upon declaration of any emergency by appropriate government representatives, the County Sheriff is responsible for a number of transportation-related activities, including the development of emergency travel routes and the coordination with other agencies supplying common carrier services.

In the event of a declared emergency, the Contractor shall cooperate with and deploy Service Vehicles in a manner described by the County Sheriff or local police. In addition, the Contractor shall notify the Director the same business day of the request to alter deployment of the Service Vehicle(s). The Nation's Homeland Security Plan for Transit is reflected in Exhibit F, Transit Security Plan.

W. Special Service Operation to Support a Non-emergency

As requested by the Director, the Contractor may be asked, from time to time, to provide and operate spare Service Vehicles (including drivers) in support of Special Events or community programs (i.e., Holiday Parades, community fairs, etc.). The Contractor shall provide this service under the same requirements and be paid in the same manner as for the Service under this Contract.

X. Operating Performance Standards

1. Service Vehicles

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

2. Service Standards

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

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

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

attainable to the Contractor, fair to the customer, and consistent with the County expectations:

a. Ridership Per Hour

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

b. On-Time Service

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

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

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

e. Service shall be curb to curb. While the Director's expectation is to provide this Service as a curb to curb type operation, if and/or when future governmental legislation and/or regulations are changed requiring a modification in operational mode from curb to curb, the Director will work with the Contractor to modify the Service as required.

f. Boarding and disembarking assistance shall be provided to any passenger.

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

3. Phone Wait Time

Contractor shall provide a telephone call sequencer, which provides statistical reports on phone calls. The sequencer shall answer calls by the

fourth ring. Within 60 seconds of the sequencer answering the call, a live person shall answer 95 percent of all calls in each calendar month.

4. Length of Rides

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

5. Complaints

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

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

6. Road Calls

In the event of an In-Service breakdown of a Service Vehicle, the maximum response time for the substitute Service Vehicle to reach the patrons of the failed Service Vehicle shall be 60 minutes. All breakdowns shall be handled to ensure maximum availability of Service Vehicles.

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

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

7. Service Vehicles

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

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

The Contractor shall track trip request turndowns, on-time performance, and scheduled pickup time versus actual pickup time. This information shall be forwarded to the Director upon request.

Y. Service Records and Reports

1. General Requirements

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

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

2. Service Reports

These reports provide documentation of daily operations and will serve as a database to monitor and evaluate the productivity of the Service, its requirements, and methods. These reports shall be submitted to the Director according to the established reporting schedule.

Operational reports shall include, but are not limited to, the categories described below. The Contractor shall prepare a format for each of the reports described below and submit the format to the County for approval. The Contractor shall be responsible for maintaining an adequate supply of each report form, including the preparation of all necessary copies.

3. Trip Reports

The Contractor shall cause each driver of each Service Vehicle to prepare a daily report on a form approved by the Director, indicating Service Vehicle fleet number, mileage ("begin" and "end" odometer), time of departure and the time of arrival at time points, the number of passengers that boarded each Service Vehicle, the amount of revenue collected on each Service Vehicle, and the number of wheelchair boardings. The report shall be on a Service Vehicle and trip-by-trip basis for each Service Vehicle (Daily Transportation Trip Sheet, Exhibit M). The report shall be compiled for the period of a month and shall include a summary thereof. The summary shall include an indication of average daily passengers and passengers per hour. The summary shall indicate any trips that departed early or late in a format approved by the County. The Contractor shall submit the report no later than the 15th day of the following month.

4. Service Operation Reports

The Contractor shall submit to the County a report indicating the actual number of revenue hours, revenue miles, total Service Vehicle hours, total Service Vehicle miles operated, and fuel used (type and amount per Service Vehicle).

5. On-Time Service Report

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

The report shall be submitted no later than the 15th day of the following month and shall be made in a format approved by the County.

6. Reservation Telephone Reports

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

The report shall be submitted no later than the 15th day of the following month and shall be made in a format approved by the County.

7. Daily Pretrip and Posttrip Service Vehicle Inspection Reports

The Contractor shall cause each driver of each Service Vehicle to perform a daily Pretrip and Posttrip service Vehicle inspection as well as to perform the servicing of their assigned Service Vehicle each day, as required herein. Each such inspection and servicing shall be documented on a report that shall be completed and signed by each Service Vehicle operator assigned to a Service Vehicle each day (an example is shown in Exhibit K, Driver's Daily Vehicle Report). The Daily Pretrip and Posttrip Service Vehicle Inspection Reports shall be retained on file by the Contractor for a minimum of five years.

8. Weekly Maintenance Inspections Report

A report of the weekly maintenance inspections, which supplement the daily Pretrip and Posttrip inspections, shall be kept by the Contractor, and a copy shall be submitted to the County no later than the 15th day of the following month. The Weekly Maintenance Inspections Reports shall be retained on file by the Contractor for a minimum of five years.

9. Missed Trip Report

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

10. California Highway Patrol (CHP) Reports

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

11. Passenger Complaint Reports

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

12. Operational Problems, Safety Concerns, and Deficiencies

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

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

13. Accident/Incident Data Reports

The Contractor shall submit a monthly summary report of all accidents (collision and noncollision) involving the Service Vehicles. The monthly summary shall include the date, Service Vehicle number, location, operator, and accident description, including any damage and/or injuries. The monthly summary shall also include cumulative accident data that indicates the number of accidents per 100,000 Service Vehicle miles.

The Contractor shall notify the Director within 24 hours of any of the following accidents/incidents:

- a. Collisions between a Service Vehicle and another Service Vehicle, person, and/or, including incidents that occur while a Service Vehicle is in a repair facility or the Contractor's premises.
- b. Passenger accidents, including falls while passengers are entering, occupying, or exiting the Service Vehicle.
- c. Passenger disturbances, fainting, sickness, deaths, assaults, etc.
- d. Any accidents witnessed by the Contractor's operator(s).
- e. Vandalism to Service Vehicle while in Service, a repair facility, and at the Contractor's premises.
- f. Passenger complaints of injury or property damage or other circumstances likely to result in the filing of claims against the Contractor and/or the County.
- g. 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 within 30 minutes regardless of hour or day.
- h. After each traffic accident or incident involving a County-Owned Service Vehicle, the Contractor shall complete Exhibit N, County of Los Angeles Department of Public Works Report of Vehicle

Accident or Incident Form. The form shall be submitted to the Director within one business day along with any other supporting information about the Service Vehicle accident or incident (i.e., driver's statement, police report, etc.).

14. National Transit Database (NTD) Reports

The Contractor shall be responsible for collection of NTD data and other pertinent ridership information. The Contractor shall prepare and submit quarterly and annual NTD reports (Exhibit P, NTD Monthly Ridership Form [Form MR-20]) to the County according to the following:

- a. Monthly NTD Reports: The Contractor shall prepare and submit Form MR-20 (Exhibit P) on a monthly basis no later than the 25th day of the following month to both the County and METRO. This report includes, but is not limited to, ridership, hours, miles, number of Service Vehicles, and safety/security.
- b. Quarterly NTD Reports: The Contractor shall be responsible for submission to the County of quarterly NTD reports. This information shall be provided by the 15th day following the end of a quarter.
- c. Annual NTD Reports: The Contractor shall submit to the County an annual report in accordance with Federal Transit Administration NTD Guidelines, as amended, no later than 30 days after the end of each fiscal year (June 30). For further information on how to obtain NTD reporting forms and reference documents, the Contractor shall call Mr. Jay Fuhrman, Los Angeles County Metropolitan Transportation Authority, at (213) 922-2810. The Contractor shall certify that the data is accurate and shall develop an auditing procedure, acceptable to the Director, for the annual report.

15. Financial Records

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

16. Maintenance Records and Reports

The Contractor shall provide the following reports to the County within 15 days after the end of the month:

a. Preventive Maintenance Inspection (PMI) Reports

Reports shall include the Service Vehicle fleet number, the Service Vehicle identification number (VIN), 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 requirements and/or the County. Daily "Vehicle Condition" reports shall be submitted to the County upon request. The PMI Reports shall be retained on file by the Contractor for a minimum of five years.

b. 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 is exchanged, whether or not it resulted in a loss of time.

A report of road calls shall include the fleet number, VIN, mileage, time, location of incident, route, direction of travel, the reason for the road call, and what was done to correct the problem.

c. Service Vehicle Downtime Report

Report shall include details of which Service Vehicle(s) were out-of-service, how long each Service Vehicle was out-of-service each time, and the cause.

d. Mechanical Defect Reports

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

e. Narrative Report

The Report shall detail what occurred during the reporting period and an analysis of any trends. The Contractor shall maintain an individual file for each Service Vehicle.

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

17. Controlled Substance and Alcohol Testing Reports

The Contractor shall report results of random testing and other associated tests, as required in this Exhibit's Section DD, Controlled Substance and Alcohol Testing, to the County on a quarterly basis on the form shown in Exhibit G, Controlled Substance and Alcohol Testing Program. Such reports shall be submitted to the County within 15 calendar days after the end of the quarter.

Z. Incentives and Liquidated Damages

1. Incentives

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

Ridership Productivity

- a. An incentive payment of \$500 will be paid to the Contractor for each calendar month the average passenger per hour level of Service (total revenue passengers/total revenue hours) exceeds 3 passengers per hour.
- b. An incentive payment of an additional \$500 for a total of \$1,000 will be paid to the Contractor for each calendar month the average passenger per hour level of Service (total revenue passengers/total revenue hours) exceeds 3.5 passengers per hour.

2. Liquidated Damages

It is mutually understood and agreed that the Contractor's failure to meet operating performance standards by the County's funding source will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix. The liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time, and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach.

The Director may either deduct any assessed liquidated damages from any payments otherwise due to the Contractor or invoice the Contractor for any said liquidated damages.

a. Ridership Productivity

- i. In the event Contractor fails to meet the average monthly passenger per hour level of Service of 2.5 passengers per

hour, the Director may, at his/her sole discretion, assess liquidated damages in the amount of \$500 per month.

- ii. In the event Contractor fails to meet the average monthly passenger per hour level of Service of 2 passengers per hour, the Director may, at his/her sole discretion, assess liquidated damages in the amount of \$1,000 per month.

b. On-Time Performance

In the event the Contractor fails to meet an on-time performance level of 95 percent in any month, it is agreed that the Director may, at his/her sole discretion, assess against the Contractor liquidated damages in the amount of \$500 per month. Should on-time performance fall below 90 percent, the Director may, at his sole discretion, assess against the Contractor liquidated damages in the amount of \$1,000 per month.

Should on-time performance fall below 85 percent, the Director may, at his sole discretion, assess against the Contractor liquidated damages in the amount of \$2,000 per month. The maximum monthly amount assessed for on-time performance will be limited to the amount of the lowest level not achieved for the monthly period.

c. Length of Rides

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

d. General Excessive Valid Complaints

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

e. Repeated Patron Valid Complaints

In the event of repeated (three or more) valid complaints concerning the same passenger over a six-month period (i.e., their reservation was misplaced, their length of ride was greater than 59 minutes, the wait time past their scheduled pickup was greater than our permitted window of 20 minutes); or valid passenger

complaints on the same item repeated (item occurred repeatedly to three or more passengers) over a six-month period (i.e., liquidated damages shall be \$250 per complaint, up to a maximum of \$2,000 per month). The County and the Contractor shall jointly determine which complaints are valid (i.e., as a result of the Contractor's actions which could have reasonably been prevented). However, the final decision on the validity of any passenger complaints shall rest with the Director.

f. Trips Not Made

In the event that any scheduled trip is not made, the Director may, at his sole discretion, assess liquidated damages in the amount of \$250 per trip, up to a maximum of \$2,000 per month.

g. Non ADA-Compliant Vehicle

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

h. Reporting

The Contractor shall submit monthly reports, including boardings, ridership, on-time performance, driver logs, safety, Controlled Substance and Alcohol Testing Program, and marketing activities in the form and number approved by the Director within 30 calendar days after the end of each month unless more time is approved by the Director. NTD Reports, as described in this Contract, shall be submitted within the due date described. Liquidated damages of \$100 per calendar day may be assessed for late reports, up to a maximum of \$1,000 per month.

i. Shutdown of Service Vehicles

If any Service Vehicle is shut down or dead headed back to the yard as a result of being "Red Tagged" (removed from Service), or as a result of an "Unsatisfactory" rating by the CHP, liquidated damages of \$250 per day per Service Vehicle during the shutdown, up to a maximum of \$1,000 per Service Vehicle per month.

j. Preventive Maintenance Inspections (PMI)

The PMI shall be performed per the Original Equipment Manufactures (OEM) Specifications (including both the Vehicle owner's manuals and Vehicle service manuals), and Exhibit J,

Preventive Maintenance for All Service Vehicles. In no case shall inspections exceed the specified intervals by 500 miles or more.

Failure to meet this standard will result in nonpayment for Service miles or hours operated by Service Vehicles exceeding the PMI intervals or liquidated damages of \$500 per Service Vehicle per Service day up to a maximum of \$5,000 per month.

k. Weekly Maintenance Inspections

The weekly maintenance inspections are called an "I" Service and the Contractor shall perform the "I" Service level in accordance with the California Code of Regulations Title 13, Section 1234(f) and the California Vehicle Code Section 34500.

This "I" Service shall be performed per the Original Equipment Manufactures (OEM) Specifications (including both the Vehicle owner's manuals and Vehicle service manuals), and Exhibit J, Preventive Maintenance for All Service Vehicles. If the Contractor fails to meet this standard at the Director's discretion, the Contractor may be assessed liquidated damages of \$200 per Service Vehicle per Service day up to a maximum of \$2,000 per month.

l. Daily Vehicle Inspection (DVI) Reports

The DVI reports are required per California Code of Regulations 1215(a) and the California Vehicle Code Section 34500, and are the daily required vehicle operator performed "Pretrip" and "Posttrip" inspections.

Failure to perform a satisfactory DVI may include, but are not limited to, fluid levels noted low twice within a 10-day period without any visible leaks and/or a Vehicle in revenue Service with a nonoperating wheelchair ramp or lift on consecutive dates of Service. If the Contractor fails to meet this standard at the Director's discretion, the Contractor may be assessed liquidated damages of \$100 per Service Vehicle per Service day up to a maximum of \$1,000 per month.

m. Deficient Service Vehicle Condition

In the event any Service Vehicle is rejected by the Director as a result of deficient mechanical condition, unacceptable Service Vehicle operating conditions as specified in this Contract, or unacceptable Service Vehicle appearance, \$250 per day per Service Vehicle in liquidated damages will be assessed until the

condition is corrected satisfactorily to the Director, up to a maximum of \$1,000 per Service Vehicle per month.

If the Contractor has documentation indicating that the condition of the Service Vehicle cannot be corrected due to the availability of parts or others reasons beyond the Contractors control, then the Director, at his sole discretion, may waive the liquidated damages for the period of the excused delay.

n. Permanent Service Vehicle Rejection

In the event any Service Vehicle is rejected permanently by the Director as a result of Service Vehicle condition, Contractor shall replace said Service Vehicle and will be assessed \$250 per day per Service Vehicle, up to a maximum of \$1,000 per Service Vehicle per month in liquidated damages until the Service Vehicle is replaced with one that is satisfactory to the Director.

o. Engine Smog or Smoke

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

The Contractor shall notify the Director within one business day and provide the Director with an action plan to verify and/or correct the deficiencies as well as a timeline for completing the action plan. If the Contractor is found to be in violation, the Contractor shall be liable for liquidated damages of \$200 per occurrence. If such complaint is found to be without merit, or beyond the Contractor's control, the Director may waive the liquidated damages.

If the Contractor does not perform and submit the required smog check certificates to the Director bi-annually within 30 days after State Vehicle testing has been performed, the Contractor will be assessed \$200 in liquidated damages per County-Owned Service Vehicle that was not or has not passed its smog check. The Contractor shall provide a spare Service Vehicle at no charge to the County if the County has to take a County-Owned Service Vehicle to have a smog check performed or make repairs to the vehicle before passing a smog check.

p. Violation of Subcontracting of Maintenance

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

q. Storage of County-Owned Service Vehicles

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

r. Implementation of Dispatch Software and Advanced Vehicle Electronics

If the Contractor fails to implement the required fully operational comprehensive and integrated Advanced Vehicle Information (AVI) and dispatch system with the required elements of Service Vehicle-installed MDT's, Service Vehicle-installed AVL's or Service Vehicle-assigned mobile AVL units; and/or fails to use the system and train the personnel within the time periods allotted within this Contract, the Contractor may be assessed, at Director's discretion based on the amount of progress made to date, \$200 in liquidated damages per business day after the deadline, up to a maximum of \$2,000 per month.

s. Implementation of E-mail and Internet Access

If Contractor fails to implement Internet access and e-mail and fails to use the system and/or train the personnel (i.e., Program Manager, Road Supervisor, and Maintenance Manager) within the time periods allotted in this Exhibit's Section O, Equipment, the Contractor may be assessed, at the Director's discretion, \$100 in liquidated damages per business day after the deadline, up to a maximum of \$1,000 per month.

t. Service Vehicle Warranty

If due to the Contractor's negligence of Service Vehicle preventive maintenance program, as determined by the Director, any warranty coverage of the County-Owned Service Vehicles is lessened or invalidated, Contractor may be assessed liquidated damages of

\$500 per occurrence, up to a maximum of \$2,000 per Service Vehicle per month.

u. Operating Outside of Service Areas

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

v. Controlled Substance and Alcohol Testing

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

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

w. Maintenance Personnel

If Maintenance Personnel are not trained and/or ASE Certified as specified and determined by the Director, in violation of this Contract, liquidated damages of \$500 per maintenance employee per month may be assessed, up to a monthly maximum of \$1,000 per Service Vehicle.

x. Unresolved Vehicle Claims

If a settlement is not made within 90 calendar days of the date of loss (DOL) for a vehicle stolen, damaged, or lost by reason of collision, fire, negligence, abuse, vandalism, or other like cause in accordance with this Exhibit's Section O.9, General Equipment Terms, the Director may, at his sole discretion, assess liquidated damages in the amount of \$1,000 per week, up to a maximum of \$4,000 per month. Liquidated damages shall begin 120 calendar days after the DOL. However, in no event shall the liquidated damages exceed the total number of service hours times the actual cost differential between a Contractor-Provided Replacement Service Vehicle and the County-Provided Service Vehicle for a given month.

y. Misuse of County-Owned Service Vehicles

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

AA. Funding

The County's obligations under this Contract are contingent upon the County's ability to obtain the funds from Metro necessary to finance the operating costs of this Contract and the availability of funds in this, and subsequent fiscal year budgets, to finance operating and capital costs.

The County may utilize local sales tax funds obtained pursuant to Ordinance No. 16 (1980 Proposition A) from Metro, or other sources of funds approved by Metro for the funding of Service described herein. The Contractor agrees to be bound by applicable provisions of the Ordinance and regulations of Metro pertaining to the approved funding source.

The County may also apply for and utilize FTA funds for the funding of the Service described herein. The Contractor agrees to be bound by all applicable FTA regulations and requirements in regard to FTA funds.

BB. Controlled Substance and Alcohol Testing

At a minimum, the Contractor shall implement, the Controlled Substance and Alcohol Testing Program as specified in Exhibit G, Controlled Substance and Alcohol Testing Program, or as may be required by rules and regulations issued by the United States Department of Transportation (DOT) and described in Title 49, Code of Federal Regulations (CFR), Part 40 – "Procedures for Transportation Workplace Drug and Alcohol Testing Programs" and Part 655 "Prevention of Alcohol Misuse and Prohibited Drug Use In Transit Operations," dated December 19, 2000, or as subsequently amended.

The Contractor's policies may supersede policies specified in Exhibit G, Controlled Substance and Alcohol Testing Program, only when they can be shown to the Director's satisfaction to be more stringent than those policies shown in Exhibit G, Controlled Substance and Alcohol Testing Program. The County shall not indemnify the Contractor for disciplinary actions imposed that exceed those specified in Exhibit G, Controlled Substance and Alcohol Testing Program.

CC. 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, DOT, or other applicable laws, rules, regulations, directives, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.

DD. Permits/Licenses

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

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SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

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

B. Definitions

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

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

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

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

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

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

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

Day. Calendar day(s) unless otherwise specified.

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Headings

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

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

1. For any change which affects the scope of work, contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor.
2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment to this Contract shall be prepared by Public Works for execution by Contractor and the Director.
3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time provided; however, that the aggregate of all such extensions during the life of this Contract shall not exceed 120 days.

B. Assignment and Delegation

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.
2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give

majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

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

D. Budget Reduction

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

E. Complaints

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

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.

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

F. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, or directives, and all provisions required thereby to be included in this Contract are hereby incorporated by reference.
2. Contractor shall defend, indemnify, and hold County harmless from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees arising from or related to any violation on the part of Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

G. Compliance with Civil Rights Laws

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

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.
2. Contractor shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. Conflict of Interest

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

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

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent

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

P. Damage to County Facilities, Buildings, or Grounds

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

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

Q. Employment Eligibility Verification

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

R. Facsimile Representations

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

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its Board, agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Governing Laws, Jurisdiction, and Venue

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

U. Nondiscrimination and Affirmative Action

1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
2. Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification (Form PW-7).
3. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.
7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.
8. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, County shall, at its sole option, be entitled to a sum of \$500 for each violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

V. Nonexclusivity

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

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

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

X. Notice of Delays

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

Y. Notice of Disputes

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

Z. Notice to Employees Regarding the Federal Earned Income Credit

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

AA. Notices

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

Chief, Administrative Services Division
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

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

BB. Publicity

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

Contractor from publicizing its role under this Contract within the following conditions:

- a. Contractor shall develop all publicity material in a professional manner.
- b. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.
- c. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

CC. Public Records Act

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

DD. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted

accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract.
3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.
4. In addition to the above, Contractor agrees, should County or its authorized representatives determine, in County's sole discretion, that it is necessary or appropriate to review a broader scope of Contractor's records (including, certain records related to non-County contracts) to enable County to

evaluate Contractor's compliance with County's Living Wage Program, Contractor shall promptly and without delay provide to County, upon the written request of 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 County under this Contract, including without limitation, records relating to work performed by said employees on Contractor's non-County contracts. Contractor further acknowledges that the foregoing requirement in this paragraph relative to Contractor's employees who have provided services to County under this Contract is for the purpose of enabling County in its discretion to verify Contractor's full compliance with and adherence to California labor laws and 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 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 materials and information prior to such time. All such materials and information shall be maintained by Contractor at a location in County, provided that if any such materials and information 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 materials and information at such other location.

EE. Recycled-Content Paper Products

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

FF. Subcontracting

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

1. If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:
 - a. A description of the work to be performed by the subcontractor;
 - b. A draft copy of the proposed subcontract; and

- c. Other pertinent information and/or certifications requested by County.
2. Contractor shall indemnify and hold County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
4. County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this County right.
5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees.
6. Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.
7. Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by County from each approved subcontractor. Contractor shall ensure delivery of all such documents to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, before any subcontractor employee may perform any work hereunder.
8. Employee Leasing is prohibited.

GG. Validity

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

HH. Waiver

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

II. Warranty Against Contingent Fees

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

SECTION 3

TERMINATIONS

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

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

B. Termination for Convenience

1. This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.
2. After receipt of a notice of termination and except as otherwise directed by County, Contractor shall:
 - a. Stop work under this Contract on the date and to the extent specified in such notice, and
 - b. Complete performance of such part of the work as shall not have been terminated by such notice.
3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.
4. If this Contract is terminated, Contractor shall complete within the Director's termination date contain within the Notice of Termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County upon request and shall become the property of County.

C. Termination for Default

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

under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to this Exhibit's Termination for Convenience.

5. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
6. As used herein, the terms "subcontractor" and "subcontractors" mean subcontractor at any tier.

D. Termination for Improper Consideration

1. County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, extension of this Contract, or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against Contractor as it could pursue in the event of default by Contractor.
2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861.
3. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

E. Termination for Insolvency

1. County may terminate this Contract forthwith in the event of the occurrence of any of the following:
 - a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code;
 - c. The appointment of a bankruptcy Receiver or Trustee for Contractor;
or
 - d. The execution by Contractor of a general assignment for the benefits of creditors.
2. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Termination for Nonadherence to County Lobbyists Ordinance

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

G. Termination for Nonappropriation of Funds

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

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

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

B. Cooperation

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

C. Cooperation and Collateral Work

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

D. Equipment, Labor, Supervision, and Materials

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

E. Gratuitous Work

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

F. Jobsite Safety

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

G. Labor

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

H. Labor Law Compliance

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

I. Overtime

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

J. Permits/Licenses

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

K. Prohibition Against Use of Child Labor

1. Contractor shall:

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

are produced in violation of any international child labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.

2. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate termination of this Contract for default.

L. Public Convenience

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

M. Public Safety

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

N. Quality of Work

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

O. Quantities of Work

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

P. Safety Requirements

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

Q. Storage of Material and Equipment

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

R. Transportation

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

S. Work Area Controls

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

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

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

B. Indemnification

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

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless County, its Board, Special Districts, officers, employees, and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of Contractor, its subcontractors or County, attributable to any alleged act or omission of Contractor and/or its subcontractors

which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

D. General Insurance Requirements

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

executed by a corporate surety licensed to transact business in the State of California.

3. Insurer Financial Rating: Insurance is to be provided by an insurance company acceptable to County with an A. M. Best rating of not less than A:VII, unless otherwise approved by County.
4. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.
5. Notification of Incidents, Claims, or Suits: Contractor shall report to County's Contract Manager:
 - a. Any accident or incident relating to work performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
 - b. Any third-party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract.
 - c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the Contract Manager.
 - d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Contract.

E. Compensation for County Costs

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

F. Insurance Coverage Requirements for Subcontractors

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

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

G. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following. (Can be met by a combination of primary and excess insurance coverage):
 - a. General Aggregate: \$2 million
 - b. Products/Completed Operations Aggregate: \$1 million
 - c. Personal and Advertising Injury: \$1 million
 - d. Each Occurrence: \$1 million
2. Automobile Liability 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), \$5 million.
 - b. Seating capacity of 15 passengers or less (including driver), \$1.5 million.
 - c. Taxicabs as defined by Vehicle Code Section 27908, a minimum of \$100,000 per person, \$300,000 per occurrence, and \$50,000 property damage or a combined single limit of \$300,000.

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

3. Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S.

Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

- a. Each Accident: \$1 million
- b. Disease - policy limit: \$1 million
- c. Disease - each employee: \$1 million

As a condition precedent to its performance pursuant to this Contract, Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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

B. Chapter 2.202 of County Code

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

C. Nonresponsible Contractor

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

D. Contractor Hearing Board

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

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

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

E. Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

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

B. Written Employee Jury Service Policy

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

Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

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

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

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

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

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 immediately below, 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:

- a. Not less than \$11.84 per hour if, in addition to the per-hour wage, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
- b. Not less than \$9.64 per hour if, in addition to the per-hour wage, Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate.

2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for 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 services to Contractor, some or all of 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 an 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 an 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

1. 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, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by 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: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.
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:** Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.
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, 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

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

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

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

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunities vendor.

If Contractor has obtained County certification as a Transitional Job Opportunities vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

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

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

SECTION 11

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

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EVIDENCE OF INSURANCE PROGRAMS

Contractor shall submit to Contract Manager (in addition to insurance submission requirements outlined in Exhibit B, Section 5, Indemnification and Insurance Requirements) evidence of satisfactory insurance programs and Service Vehicle(s) information as required below:

1. Certificate of insurance which specifically identifies this Contract and which includes, but is not limited to the following:
 - a. Full name of the insurer.
 - b. Name and address of the insured.
 - c. Full name and address of program (Example: Hometown Happy Seniors DAR).
 - d. Insurance policy number.
 - e. Type(s) and limit(s) of liability coverage.
 - f. Certificate issue date.
 - g. Certificate expiration date.
 - h. Condition that the insurer shall notify County, in writing, at least 30 calendar days prior to any modification or cancellation or termination of any insurance program. Statements to the effect that the issuing company will "endeavor to mail notice" or "intends to notify" are not acceptable.
 - i. Signature of an agent authorized to do business with the insurer.
2. The following information for each of the insurer Service Vehicle(s) or any other vehicle used to transport County riders:
 - a. Service Vehicle make.
 - b. Service Vehicle model.
 - c. Service Vehicle year.
 - d. Service Vehicle license number.
 - e. Service Vehicle identification number.
 - f. Vehicle seating capacity.

Transit Security Plan

(Intentionally left blank)

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

CONTRACTOR: _____ **Reporting Period:** _____
Contract No. _____ **Project:** _____

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

FAX to: (626) 979-5313

| I. <u>RANDOM TESTING</u> | <u>DRIVERS</u> | <u>MECH.</u> | <u>OTHER</u> | <u>TOTAL</u> |
|---|-----------------------|---------------------|---------------------|---------------------|
| a. Number of drivers and mechanics assigned project this quarter. | _____ | _____ | _____ | _____ |
| b. Number of random tests | _____ | _____ | _____ | _____ |
| c. Number of positive test 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 test results | _____ | _____ | _____ | _____ |
| c. Action taken on positive tests | _____ | | | |
| | | | | |
| III. <u>INCIDENT-RELATED TESTING</u> | | | | |
| a. Number of employees tested | _____ | _____ | _____ | _____ |
| b. Number of positive test results | _____ | _____ | _____ | _____ |
| c. Number of positive second tests | _____ | _____ | _____ | _____ |
| d. Action taken due to second positive tests | _____ | | | |

 Prepared By Date

COUNTY-OWNED SERVICE VEHICLES***WHITTIER ET AL. PARATRANSIT SERVICE****Delivered to Contractor At The Start Of The Contract**

| <u>VEHICLE</u> | <u>I.D.</u> | <u>MAKE</u> | <u>MODEL</u> | <u>YEAR</u> | <u>SEATING</u> | <u>MILEAGE</u> | <u>VIN #</u> | <u>LICENSE</u> |
|----------------|-------------|------------------|----------------|-------------|---------------------------|----------------------------------|--------------------------|----------------|
| 1 | <u>L170</u> | <u>CHEVROLET</u> | <u>VENTURE</u> | <u>2001</u> | <u>2+2 Wlchr or 5</u> | <u>176,909 of June 07</u> | <u>1GNDX03E81D217253</u> | <u>1090698</u> |
| 2 | <u>L171</u> | <u>CHEVROLET</u> | <u>VENTURE</u> | <u>2001</u> | <u>2+2 Wlchr or 5</u> | <u>184,031 as of June 07</u> | <u>1GNDX03E21D217457</u> | <u>1090699</u> |
| 3 | <u>L172</u> | <u>CHEVROLET</u> | <u>VENTURE</u> | <u>2001</u> | <u>2+2 Wlchr or 5</u> | <u>185,545 as of June 07</u> | <u>1GNDX03E81D217608</u> | <u>1090700</u> |
| 4 | <u>L173</u> | <u>CHEVROLET</u> | <u>VENTURE</u> | <u>2001</u> | <u>2+2 wlchr or 5</u> | <u>191,495 as of July 07</u> | <u>1GNDX03E41D217797</u> | <u>1090701</u> |
| 5 | <u>L174</u> | <u>CHEVROLET</u> | <u>VENTURE</u> | <u>2001</u> | <u>2+2 Wlchr or 5</u> | <u>183,773 as of June 07</u> | <u>1GNDX03E01D218140</u> | <u>1090702</u> |
| 6 | <u>L175</u> | <u>CHEVROLET</u> | <u>VENTURE</u> | <u>2001</u> | <u>2+2 Wlchr or 5</u> | <u>173,529 as of June 07</u> | <u>1GNDX03EX1D218176</u> | <u>1090703</u> |
| 7 | <u>L177</u> | <u>CHEVROLET</u> | <u>VENTURE</u> | <u>2001</u> | <u>2+2 wlchr or 5</u> | <u>94,760 as of July 07</u> | <u>1GNDX03EX1D219487</u> | <u>1090707</u> |
| 8 | <u>L168</u> | <u>CHEVROLET</u> | <u>VENTURE</u> | <u>2001</u> | <u>2+2 Wlchr or 5</u> | <u>70,944 as of June 07</u> | <u>1GNDX03E31D216320</u> | <u>1090704</u> |

CONTRACTOR-OWNED SERVICE VEHICLE

| <u>VEHICLE</u> | <u>I.D.</u> | <u>MAKE</u> | <u>MODEL</u> | <u>YEAR</u> | <u>SEATING</u> |
|----------------|-------------|-------------|---------------|-------------|-----------------------------|
| 1 | <u>L826</u> | <u>FORD</u> | <u>4E 450</u> | <u>2002</u> | <u>12+2 wlchr or 18</u> |

*Note: These Vehicles are expected to be replaced with new County-Owned ADA Vehicles in the first half of 2009. They will be replaced with 6 modified minivans and two 8-passenger cutaway buses.

TRANSFER OF COUNTY VEHICLES

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

- 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% of their lining shoes or pads at each wheel position. The brake material grade shall be County approved vehicle OEM or better. 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 or all of a vehicle's brake shoes or brake pads, or if any or all drums and/or rotors do not meet the minimum standards listed above, the item or 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).

**WHITTIER, Et Al
CONTRACTOR-PROVIDED SERVICE VEHICLES**

Section 1. Service Vehicle Information:

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

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

B. The Contractor-provided Service Vehicles and all of the Contractor's spare vehicles shall meet the terms specified in the Scope of Work and the details listed in the following pages of this Exhibit.

C. The Contractor may substitute other services vehicles, as agreed upon in writing by the Contractor and the Director.

Section 2. Contractor-Provided Service Vehicle Specifications:

A. New Or Used Service Vehicles:

Dial-A-Ride Vehicles

- Low floor Minivan, Type 4 such as a Chevy Venture, or approved equivalent with a Director approved wheelchair ramp
- RV Cutaway-type Vehicles, Type 1 b, or approved equal with wheelchair lift or ramp
- Service Life five years, 150,000 miles
- Cutaways to be Low-emission gasoline or Propane-powered (LPG)
- Cutaways to be eight-passenger plus locations for two wheelchairs
- Minimum 12,000 lbs. GVWR
- 139-inch to 158-inch wheelbase

EXHIBIT I

- Four Wheel Disc Brakes
- 5,000 lbs. front axle (GAWR)
- 7,000 lbs. rear axle (GAWR)
- Spring suspension front and rear
- Folding seats to be provided in the wheelchair area (folding seats cannot be used while these locations are occupied by wheelchairs)
- Vertical stanchions throughout seating area
- 55,000 BTU passenger area air-conditioning system
- 24,000 BTU passenger area heater
- Backup alarm
- For Cutaways the Ricon model S-2005, or an approved equivalent with a Director approved, fully automatic wheelchair lift to include: manual backup, handrails, California brake interlock, lift pad kit, lift lighting, fully compliant with current ADA requirements and regulations
- ADA-compliant securement system for two wheelchair passengers
- 10 lbs. ABC Fire Extinguisher, first-aid kit, reflector kit
- Inside and outside signage
- Fare Box

PREVENTIVE MAINTENANCE FOR ALL SERVICE VEHICLES

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

SECTION 1. EQUIPMENT

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

| Fleet No. | Make and Year | Model | VIN |
|-----------|----------------|---------------|-------------------|
| L-170 | Chevrolet 2001 | Venture/Ricon | 1GNDX03E81D21753 |
| L-171 | Chevrolet 2001 | Venture/Ricon | 1GNDX03E21D21757 |
| L-172 | Chevrolet 2001 | Venture/Ricon | 1GNDX03E81D217608 |
| L-173 | Chevrolet 2001 | Venture/Ricon | 1GNDX03E41D217797 |
| L-174 | Chevrolet 2001 | Venture/Ricon | 1GNDX03E01D218140 |
| L-175 | Chevrolet 2001 | Venture/Ricon | 1GNDX03EX1D218176 |
| L-177 | Chevrolet 2001 | Venture/Ricon | 1GNDX03EX1D219487 |
| L-168 | Chevrolet 2001 | Venture/Ricon | 1GNDX03E31D216320 |

Note: These Vehicles are expected to be replaced with new County-Owned ADA Vehicles in the first half of 2009. They will be replaced with 6 modified minivans and two 8-passenger cutaway buses.

SECTION 2. SERVICE PROVISIONS

Preventative Maintenance Inspections (PMI) to be provided by Contractor shall consist of levels hereinafter referred to as "A," "B," "C", "J," and "I" PMI Services and shall be conducted at vehicle mileage or time intervals as described herein. All inspections and/or services shall be documented. Items identified as in need of correction or repair must be listed in each inspection or service report. The following are "minimums." The Contractor shall comply with any and all service requirements by the manufacturer and/or modifier of the specific service vehicle and any requirements of accessories manufacturers (wheel chair ramps or lifts, etc).

Minivans:

A. PMI Service Sequencing

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

| | <u>Service Miles</u> | <u>PMI Service</u> | <u>Service Includes</u> |
|-------------------|----------------------|--------------------|-------------------------|
| 45 Days maximum | 3,000 | A | J & I |
| 12 Months maximum | 24,000 | B | A, J & I |

EXHIBIT J

| | | | |
|-----------------|--------------------|---|-----------|
| 2 Years maximum | 48,000 | C | A,B,J & I |
| 45 Days maximum | 45 Days Inspection | J | |
| Weekly maximum | Weekly Inspection | I | |

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

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

B. Scope of Service

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

C. Inspections/PMI Services

1. "A" Inspection (PMI) Service (3,000 miles or 45 days)

(includes the following items, but not limited to)

- Change engine oil
- Replace engine oil filter
- Engine idle speed (check & adjust)
- Engine throttle linkage; check operation
- Check transmission fluid level
- Inspect driveline
- Driveline "u-joints", lubricate
- Inspect shock absorbers
- Check Front wheels for play – wheel bearings, ball joints and leaks
- Coolant, check and record protection and condition

EXHIBIT J

- Pressure Test coolant system and radiator cap, check condition of hoses and clamps,
- Differential oil level, check
- Brake fluid level
- Battery(s) specific gravity; check
- Load Test battery(s)
- Clean battery terminal connections
- Test and Record Alternator Readings
- Inspect brakes for operation and wear. Record percentage of pad and/or lining remaining
- Inspect brakes, and adjust as necessary
- Measure and record tire tread depth
- Check and record tire pressures (including spare tire)
- Inspect tire rims and mounting
- Check tire rim mounting bolt torque
- Inspect tires, if irregular wear present perform alignment
- Check Steering for free play
- Check Steering fluid level
- Check steering box mounting
- Check steering box
- Check steering linkage, lubricate
- Road test for steering and suspension
- Accessory drive belt tension, measure and record

EXHIBIT J

- Inspect accessory drive belts for wear and tension; record result
- Inspect exterior lamps for operation
- Inspect interior lamps for operation
- Inspect dash panel for operation of all switches gauges and lamps
- Inspect upper (overhead) panel for operation of all switches gauges and lamps
- Inspect all doors for adjustment and smoothness of operation
- Inspect wheelchair ramp/lift for operation and adjustment; including the interlock device
- Clean and lubricate wheelchair lift
- Cycle wheelchair ramp/lift in manual (emergency) check hydraulic fluid level mode
- Inspect glazing for operation and cracks
- Operate emergency escape windows
- Inspect seats for damage, soiling
- Inspect floor covering and step treads for damage
- Measure and record A/C output temperature front and rear
- Test heating (front and rear) for output. Clean immediate area surrounding rear heater unit. (cutaway vehicles only)
- Inspect exhaust system, correct deficiencies
- Inspect fire extinguisher – charge and expiration
- Inspect other vehicle safety devices/equipment
- Inspect wiper, washer operation, fluid level
- Tire rotation

EXHIBIT J

- Fluids spill kit

Plus other additional items as deemed appropriate.

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

(included, but not limited to)

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

Plus other additional items as deemed appropriate.

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

(included but not limited to)

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

EXHIBIT J

- Replace brake fluid

Plus other, additional items as deemed appropriate.

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

(included, but not limited to)

- Legal requirements, 13 CCR 1232(b)
- Inspection must be maintained as a part of State law
- Brake inspection, record percentage of pad or linings remaining; adjust as necessary
- Inspect brake system for leaks, brake fluid level, add fluid as needed
- Inspect accessory drive belts for condition; measure belt tensions and record
- Inspect all hoses and lines for condition
- Inspect tires
- Inspect wheels and wheel mountings
- Inspect steering
- Inspect suspension
- Inspect vehicle safety devices
- Inspect vehicle safety equipment
- Inspect vehicle exhaust system
- Inspect vehicle wiper/washer operation/fluid level

Plus other additional items as deemed appropriate.

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

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

EXHIBIT J

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

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

"I" Service (minimum weekly)

(included, but not limited to)

- Engine Drive belts – inspection
- Engine oil level
- Engine coolant level
- Transmission fluid level
- Interior lights
- Exterior lights
- Brake operation
- Parking brake operation
- Instrument cluster (gauge operation and lighting)
- Tire pressure to specification
- Front wheel bearings (leaks and/or play)
- Directional Signals and Flashers
- Horn operation
- "Back-up" alarm operation
- Door operation
- Wheelchair lift or ramp and the interlock operation
- Wheelchair lift or ramp operation
- Emergency escape window operation

EXHIBIT J

- Wiper/washer operation
- Measure and record A/C output temperature for both the front and rear passenger air vents
- Check under vehicle for any fluid leaks
- Note any body damage
- Vehicle cleanliness interior/exterior

Plus other additional items as deemed appropriate.

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

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

Note: This inspection is not a pure maintenance function inspection, but rather conducted by the operator (driver) of the vehicle. Further detail of the "DVI" inspection is explained in the "operations" section of this document. Also under "Record Keeping Requirements."

D. Services Not Included

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

- Tire repair and/or replacement.
- Non-PMI scheduled repairs except as covered by warranty.
- Mechanical failure and/or "Road Calls" except as covered under warranty.

EXHIBIT J

- Damage to mechanical components due to abuse, vandalism or accident.
- Damage to body/cosmetic appearance.
- Vehicle washing and cleaning (exterior and interior).
- Replacing and/or Recharging the fire extinguisher/ fire extinguisher compliance.
- Fuel and labor required to transport vehicles to be serviced/repaired.

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

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

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

- Head Lamps
- Clearance lamps
- Turn signal lamps
- Interior lamps
- Dashboard and all indicator lamps
- Windshield wiper blades
- Other consumables except as covered by warranty
- Fire Extinguisher
- Wheelchair tie-down belt replacements
- Tires
- Cleaning materials

F. Parts Included

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

Engine:

Oil filter(s)

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

Miscellaneous:

- Power steering fluid
- Brake fluid

Transmission:

- Oil filter(s)
- Replacement oil

Differential:

- Replacement oil

Wheel Bearing:

- Grease seals
- Grease

Lubrication grease

Silicone

Antifreeze

Battery water (distilled)

Battery terminal spray/protectant

Windshield washer fluid

A/C Compressor lube oil

Freon #R-134a refrigerant

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

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

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

SECTION 3. OIL ANALYSIS

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

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

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

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

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

SECTION 4. RECORDS

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

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

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

Attention Transit Manager

SECTION 5. OIL/LUBRICANT SPECIFICATIONS

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

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

EXHIBIT J

- Chassis Lube: per manufacturer's specification
- Steering: per manufacturer's specification
- Engine Air Filter: per manufacturer's specification

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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 _____ | _____ | |

STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TERMINAL MANAGER'S COMPLIANCE CHECKLIST
 CHP 8000 (2-98) OPI 062

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

ABBREVIATIONS USED ARE AS FOLLOWS:

| | |
|--|--|
| 13 CCR: Title 13, California Code of Regulations | PNP: Pull Notice Program |
| 49 CFR: Title 49, Code of Federal Regulations | PUC: Public Utilities Commission |
| CHP: California Highway Patrol | VC: California Vehicle Code |
| CMV: Commercial Motor Vehicle | US DOT: U S Department of Transportation |
| DMV: Department of Motor Vehicles | |

DRIVER RECORDS - NEW DRIVERS

1. Do you obtain a DMV report showing a prospective driver's current driving record prior to allowing him/her to drive a vehicle listed in VC 34500? VC 1808.1(a) 2. Before you use a driver, is his/her DMV driving record reviewed? VC 1808.1(a) 3. Is a copy of a driver's current DMV driving record signed, dated, and retained until receipt of his/her PNP record? VC 1808.1(a)
4. Prior to the first time a driver performs a safety-sensitive function, such as driving a CMV, is he or she tested for controlled substance use? 49 CFR 382.301

DRIVER RECORDS - PNP

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

DRIVERS' HOURS OF SERVICE RECORDS

10. Do you maintain driver timekeeping records for each of your drivers including those who only drive locally (time sheets, cards, etc.)? 13 CCR 1234(a) 11. Are timekeeping records complete? 13 CCR 1234(a) 12. Is the original of each driver timekeeping record retained for at least six months? 13 CCR 1234(a)

DRIVER PROFICIENCY AND RECORDS

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

MAINTENANCE PROGRAM AND RECORDS

15. Are your vehicles maintained in good mechanical condition? 13 CCR 1230
16. Do you require all drivers to submit documented daily vehicle inspection reports (DVIR)? 13 CCR 1234(e)
17. Do you require a "negative DVIR report" when no defects are found by the driver? 13 CCR 1234(e)
18. Are DVIRs examined and defects corrected before the vehicle is operated on the highway? 13 CCR 1234(e) 19. Do you retain DVIRs for at least three months? 13 CCR 1202.2, 49 CFR 396.11(e)(2)
20. Is a legible copy of the last DVIR carried in the power unit of each vehicle? 49 CFR 396.11 (e)(3)
21. Are all vehicles regularly and systematically inspected, maintained, and lubricated? 13 CCR 1232(a)

22. Do you have a means of indicating the types of inspection, maintenance, and lubrication operations to be performed on each of your vehicles and does that means include the date or mileage when these operations are due?
13 CCR 1232(a)

INSPECTION, MAINTENANCE, LUBRICATION, AND REPAIR RECORDS

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

CARRIER-PERFORMED INSPECTIONS

(Questions 72 through 76 apply to truck operators only)

27. Do you perform a safety inspection at least every 90 days on each truck, tractor, trailer, and dolly? *VC 34505.5(a)*
28. Do your 90-day safety inspections include at least the following: *VC34505.5(a)*
- (a) Brake adjustment?
 - (b) Brake system components and leaks?
 - (c) Steering and suspension systems?
 - (d) Tires and wheels?
 - (e) Vehicle connecting devices (fifth wheels, kingpins, pintle hooks, drawbars, chains, etc.)?
29. Are defects which are noted during 90-day inspections corrected prior to operating the vehicle on the highway?
vc 34505.5(b)
30. Do 90-day inspection records include: *vc 34505.5(c)*
- (a) Identification of the vehicle including, make, model, license number, company vehicle number or other means of positive identification?
 - (b) Date and nature of each inspection and repair performed?
 - (c) The signature of your authorized representative attesting to the inspection and to the completion of all required repairs?
31. Are these inspection records retained for at least two years? *vc 34505.5(c)*

(Questions 77 through 80 apply to Tour Bus operators only)

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

VEHICLE IDENTIFICATION

37. Does each vehicle or combination of vehicles display the company name on both sides in characters clearly legible from a distance of 50 feet? *13 CCR 1256* 38. Do your vehicles display a valid operating authority, motor carrier permit, or identification number? *vc 34507.5(b)(1)* 39. Are identification numbers removed before sale, transfer, or other disposal of a vehicle? *vc 34507.5(b)(3)*

HAZARDOUS MATERIALS HANDLING PROCEDURES

40. If you transport hazardous materials or hazardous waste, do you ensure that you only transport shipments that are in compliance with regulations contained in Title 49, Code of Federal Regulations (49 CFR) Parts 100 to 178, covering the following requirements?

- (a) Packaging, selection, and proper use of specification containers. 13 CCR 1163, 49 CFR 173.24
- (b) Marking and placement of required markings on packages and containers. 13 CCR 1161.3, 49 CFR 172.300
- (c) Proper labeling of packaging and containers. 13 CCR 1161.2, 49 CFR 172.400
- (d) Proper placarding of vehicles or containers. 13 CCR 1162, 49 CFR 172.500
- (e) Shipping papers including, proper entries, sequence of entries; legibility of shipper's certification when required; shipping paper retention as required; availability in transport vehicles? 13 CCR 1161, 49 CFR 172.200
- (f) Loading compatibility, load securement, protection from weather? 13 CCR 1164, 49 CFR Part 177
- (g) Spill reports submitted as required; copies retained at terminal? 13 CCR 1166, 49 CFR Part 171

SATISFACTORY RATED TERMINALS

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

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

UNSATISFACTORY RATED TERMINALS

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

- A. Vehicle or equipment violations of a deliberate or long-standing nature.
- B. More than 20% of inspected vehicles are placed out-of-service.
- C. No maintenance records on file.
- D. Drivers' timekeeping records or other evidence reveals consistent hours of service violations.
- E. Falsified drivers' timekeeping records.
- F. Drivers' timekeeping records not on file as required.
- G. Some or all drivers are not enrolled in the PNP.
- H. Drivers are not tested for alcohol and controlled substance use in the manner specified by federal regulations
- I. Alcohol and controlled substance testing records are not kept as required, summary is not produced upon request as required, or records are not made available for inspection as required.
- J. Evidence of willful disregard of statutory or regulatory requirements.
- K. Lack of compliance with hazardous materials transportation requirements which could jeopardize public or environmental safety, or hinder prompt action by emergency response personnel.
- L. Maintenance program discrepancies as follows:
 - (1) Violations generally spread over all vehicles which by their nature should have been detected and corrected under an effective inspection and maintenance program.
 - (2) Maintenance records that are not current.
 - (3) Maintenance record entries that are not consistent with vehicle condition, revealing "paper maintenance".
 - (4) Inspection or maintenance that is not performed as scheduled.
 - (5) Vehicle defects that are not promptly corrected.
 - (6) Vehicle repairs that are not properly recorded.
- M. Driver records discrepancies as follows:
 - (1) Driver records that are not current.

- (2) Driver records that are not on file for the required retention period. (3) Improperly prepared drivers' records.

CONDITIONAL RATED TERMINALS

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

ABOUT THIS CHECKLIST

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

CHP MOTOR CARRIER SAFETY UNITS

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

Northern Division 2485
 Sonoma Street Redding CA
 96001-3026 (530) 225-2715
 (530) 246-1264 (Fax)

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

Valley Division
 11336 Trade Center Drive
 P.O. Box 640
 Rancho Cordova, CA 95741-0640
 (916) 464-2090
 (916) 464-2097 (Fax)

Border Division
 9330 Farnham Street
 San Diego, CA 92123-1284
 (858) 637-7158
 (858) 637-7159 (Fax)

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

Coastal Division
 4115 Broad Street, Suite B-10 San
 Luis Obispo, CA 93401-7963 (805)
 549-3261
 (805) 541-2871 (Fax)

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

Inland Division
 847 East Brier Drive
 San Bernardino, CA 92408-2820
 (909) 383-4811
 (909) 888-4228 (Fax)

DAILY TRANSPORTATION TRIP SHEET

| | | | |
|-------------|-------------|--------------------|----------------|
| Start Time: | Driver: | Vehicle #: | Passenger: |
| End Time: | Date: | Ending Odometer: | Multi-Purpose: |
| Fares: | Approve: | Starting Odometer: | Medical: |
| No Show: | Rev. Miles: | Vehicle Miles: | Shopping: |
| Gasoline: | Rev. Hours: | Vehicle Hours: | Personal: |

| 1 | NAME | PICK-UP LOCATION | DROP LOCATION | WP | MPC | Med | Shop | Pers | N/S | OC | TRIP TIME | | | RIDER ID | | | PASSENGER MILES | | |
|----|------|------------------|---------------|----|-----|-----|------|------|-----|----|-------------|------|------------|----------|------|---|-----------------|---|-------|
| | | | | | | | | | | | ARRIVAL | DROP | Total Time | Safety | S.B. | W | D | E | Start |
| 2 | | | | | | | | | | | | | | | | | | | |
| 3 | | | | | | | | | | | | | | | | | | | |
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| 24 | | | | | | | | | | | | | | | | | | | |
| 25 | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | FRONT TOTAL | | | | | | | | |
| | | | | | | | | | | | BACK TOTAL | | | | | | | | |
| | | | | | | | | | | | GRAND TOTAL | | | | | | | | |

MPC - Senior Center
W - Wheelchair
D - Disabled

E - Escort
OC - Out of City
S.B. - Seat Belt

EXHIBIT N

COUNTY OF LOS ANGELES DEPT. of PUBLIC WORKS REPORT of VEHICLE ACCIDENT or INCIDENT



FATALITIES OR SERIOUS INJURIES MUST BE REPORTED IMMEDIATELY BY TELEPHONE TO EMPLOYEE HEALTH & SAFETY (EHS) (626) 458-2151
 Prepared for County Council in defense of the County, Special Districts and Employees.

Employee: Complete form within 24 hours of vehicle accident and submit to your supervisor. If more space is needed to completely answer any category on this form, attach an additional sheet.

Division: Submit form (**typewritten**) to Employee Health and Safety Section within 72 hours.

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

Police Report Yes No
Police Agency Reporting _____

Photographs Attached Yes No
Station _____

DRAW A DIAGRAM AND SHOW HOW ACCIDENT OCCURRED

Show your vehicle as 1 the other vehicles as 2 , 3 , etc.

F INDICATE NORTH

SHOW the location and position of Vehicle(s) at point of impact.
SHOW the name of the street(s) and location of stop signs, signals, number of lanes, and any important information.

EXPLAIN CLEARLY HOW ACCIDENT OCCURRED; ADDITIONAL SHEETS ATTACHED Yes No

Was your Vehicle legally parked? Yes No. If No, complete items (1)-(10) at the bottom of this page.

SUPERVISOR'S REPORT OF INCIDENT; ADDITIONAL SHEETS ATTACHED Yes No

ITEMS

| | | | | |
|---|--|---|---|--|
| <p>(1) MOVEMENT</p> <p><input type="checkbox"/> 1 <input type="checkbox"/> 2</p> <p>____ Straight Ahead ____ Lane Change ____ Making Right Turn ____ Making Left Turn ____ Standing ____ Parked ____ Backing ____ Rolling Back ____ Moving Unattended</p> <p>(2) TRAFFIC CONTROLS</p> <p>____ None Present ____ Green Signal ____ Yellow Signal ____ Red Signal ____ Flashing Signal ____ Stop Sign ____ Warning Sign ____ Construction Sign ____ Other</p> | <p>(3) AMOUNT OF TRAFFIC</p> <p>____ No Other ____ Light ____ Medium ____ Heavy-Flowing ____ Congested</p> <p>(4) TERRAIN</p> <p>____ Level ____ Upgrade ____ Downgrade ____ Hill Crest ____ Dip</p> | <p>(5) ROAD SURFACE</p> <p>____ Concrete ____ Asphalt ____ Oiled/Gravel ____ Unpaved ____ Other</p> <p>(6) VISIBILITY</p> <p>____ Good ____ Fair ____ Poor ____ Very Poor</p> | <p>(7) WEATHER</p> <p>____ Clear ____ Rain ____ Fog ____ Dusty ____ Snow ____ Heavy Smog ____ Other</p> <p>(8) ROAD CONDITION</p> <p>____ Dry ____ Wet ____ Muddy ____ Snowy or Icy</p> | <p>(9) EVASIVE ACTION by Co. Driver</p> <p>____ Locked Brakes ____ Hard Brakes ____ Slowed/Stopped ____ Steered Away ____ Accelerated ____ None ____ Other</p> <p>(10) SAFETY BELTS</p> <p>____ Installed, Not Worn ____ Installed and Worn ____ Not Installed ____ Vehicle Unoccupied</p> |
|---|--|---|---|--|

Total Yrs. Driv. for Co. _____ Total Yrs. Driv. this type Veh. _____ Total Yrs. Driv. _____

EMPLOYEE NAME (PRINT) _____ SIGNATURE _____ DATE _____

SUPERVISOR NAME (PRINT) _____ SIGNATURE _____ DATE _____

DIVISION EAD OR AUTH. REPRESENTATIVE NAME (PRINT) _____ SIGNATURE _____ DATE _____

VEHICLE APPEARANCE/CLEANLINESS CHECKLIST

Date/Time _____ Vehicle No. _____

Checked By _____

EXTERIOR

VERY GOOD ACCEPTABLE UNACCEPTABLE

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

INTERIOR

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

Subtotal _____

Total _____

OVERALL RATING

_____ VERY GOOD
_____ ACCEPTABLE
_____ UNACCEPTABLE

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

Agency

Mode MB

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

Mode DR

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

| Thresholds | |
|---|--|
| Major Incident (Safety or Security) | Non-Major Incident (Security) |
| <p>Existence of one or more of the following conditions:</p> <ol style="list-style-type: none"> 1. A fatality 2. Injuries requiring immediate medical attention from the scene for two or more persons 3. Property damage equal to or exceeding \$25,000 4. An evacuation due to life safety reasons 5. A collision at a grade crossing 6. A main-line derailment 7. A collision with person(s) on a rail right of way resulting in injuries that require immediate medical attention away from the scene for one or more persons 8. A collision between a rail transit vehicle and another rail transit vehicle and another rail transit vehicle or a transit non-revenue vehicle resulting in injuries that require immediate medical attention away from the scene for one or more persons | <p>Incidents not already reported on the Major Incident Reporting form.</p> <p>Existence of one or more of the following conditions:</p> <ol style="list-style-type: none"> 1. Injuries requiring immediate medical attention away from the scene for one person 2. Property damage equal to or exceeding \$7,500 (less than \$25,000) 3. All non-arson fires not qualifying as Major Incidents <p>Arrest/Citation for Part II Offenses:</p> <ol style="list-style-type: none"> 1. Other assaults 2. Vandalism 3. Trespassing <p>Occurrence of Other Security Issues:</p> <ol style="list-style-type: none"> 1. Bomb threat 2. Bombing 3. Chemical/Biological/Nuclear release 4. Cyber Incident 5. Hijacking 6. Non-violent civil disturbance 7. Sabotage <p>Occurrence of Suicides and attempts</p> |
| <p>Occurrence of Part I offenses (except homicide):</p> <ol style="list-style-type: none"> 1. Forcible rape 2. Robbery 3. Aggravated assault 4. Burglary 5. Larceny/theft 6. Motor vehicle theft 7. Arson | |

Sample Calculation of the Fuel Adjustment

Sample Calculations for Purchasing Fuel at Market Prices

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

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

Proposal due date: August 2005

Contract start date: July 2006

Fuel Adjustment (FA) Component for Diesel price:

| | |
|---------------------------------------|-------------------------|
| Diesel (On-Highway) - May 2005 | 245.02 cents per gallon |
| Diesel (On-Highway) - April 2006 | 293.23 cents per gallon |
| Percent change in Diesel (On-Highway) | 19.7% increase* |

Adjusted Hourly Rate (FA component):

= (10% of hourly rate) x (Percent change in Diesel Price)

= [(10%) x (\$35.00)] x (19.7%)

= (\$3.50) x (19.7%)

= \$0.69 Fuel Adjustment (increase)

Adjusted Hourly Rate for July 2006

\$35.00 + \$0.69 = \$35.69

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

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

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

Proposal due date: August 2005 (Long-Term Fuel Price : \$2.00 per gallon)

Contract start date: July 2006

Renegotiation of Fuel Price: September 2006 (renegotiated price is \$2.25 per gallon)

Fuel Adjustment (FA) Component for Contract price:

| | |
|--|-------------------------|
| August 2005 | 200.00 cents per gallon |
| Renegotiated Price in September 2006 | 225.00 cents per gallon |
| Percent change in Diesel (long-term price) | 12.5% increase* |

Adjusted Hourly Rate (FA component):

= (10% of hourly rate) x (Percent change in price)

= [(10%) x (\$35.00)] x (12.5%)

= (\$3.50) x (12.5%)

= \$0.44 Fuel Adjustment (increase)

Adjusted Hourly Rate for September 2006

\$35.00 + \$0.44 = \$35.44

Service Requirements

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

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

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

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

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

Service Areas

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

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

The service areas are identified on the maps listed in Exhibits S.1 through S.5. Service shall be provided for the residents in those unincorporated County areas. Initial residential pickups shall occur in County unincorporated areas only, identified on the maps in Exhibits S.1 through S.5.

Eligible destinations for each of the five Service areas are those within each unincorporated County area and the surrounding cities up to approximately three miles outside of the unincorporated County area boundaries identified on the maps in Exhibits S.1 through S.5. Trips beyond this three-mile limit, except for reasonable limited local community medical appointments and for the destinations indicated below require pre-approval of the Contract Manager. This pre-approval will be provided by e-mail from the Contract Manager to the Contractor.

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

Hacienda Heights

- Queen of the Valley Hospital, 1115 Sunset Avenue, West Covina, Calif.
- Medical Appointments within the City of Whittier

Rowland Heights

- Queen of the Valley Hospital, 1115 Sunset Avenue, West Covina, Calif.
- Steinmetz Senior Center, 1545 South Stimson Avenue, Hacienda Heights, Calif.
- St Jude Medical Center, 101 East Valencia Mesa Drive, Fullerton, Calif.
- Whittier Presbyterian Intercommunity Hospital, 12401 Washington Blvd, Whittier. CA
- Medical Appointments within the City of Whittier

WHITTIER ET AL PARATRANSIT SERVICE AREA MAPS

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

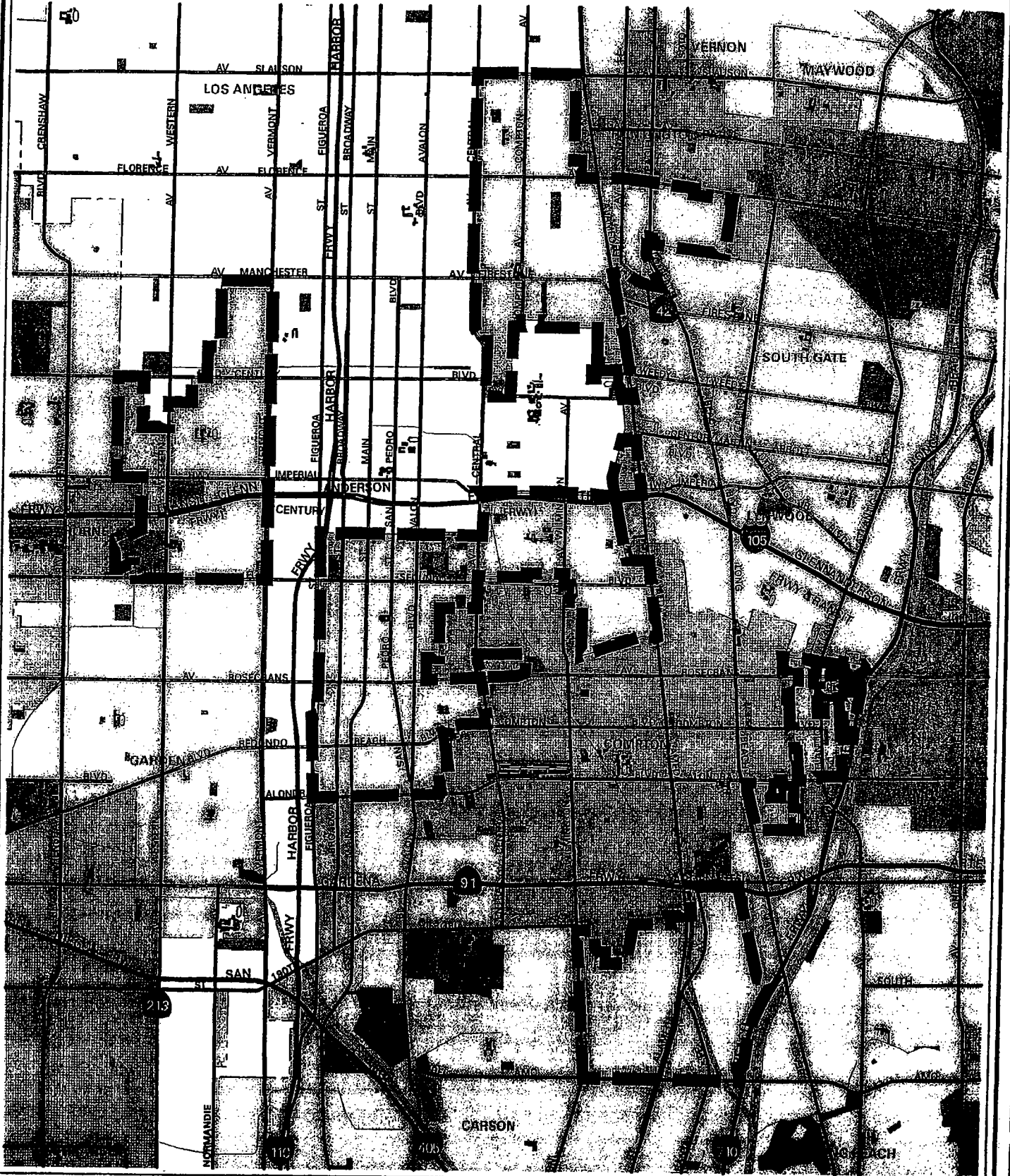
PARATRANSIT SERVICE AREA

Los Angeles County, Department of Public Works



FEET 6500
0 MILES 1.231

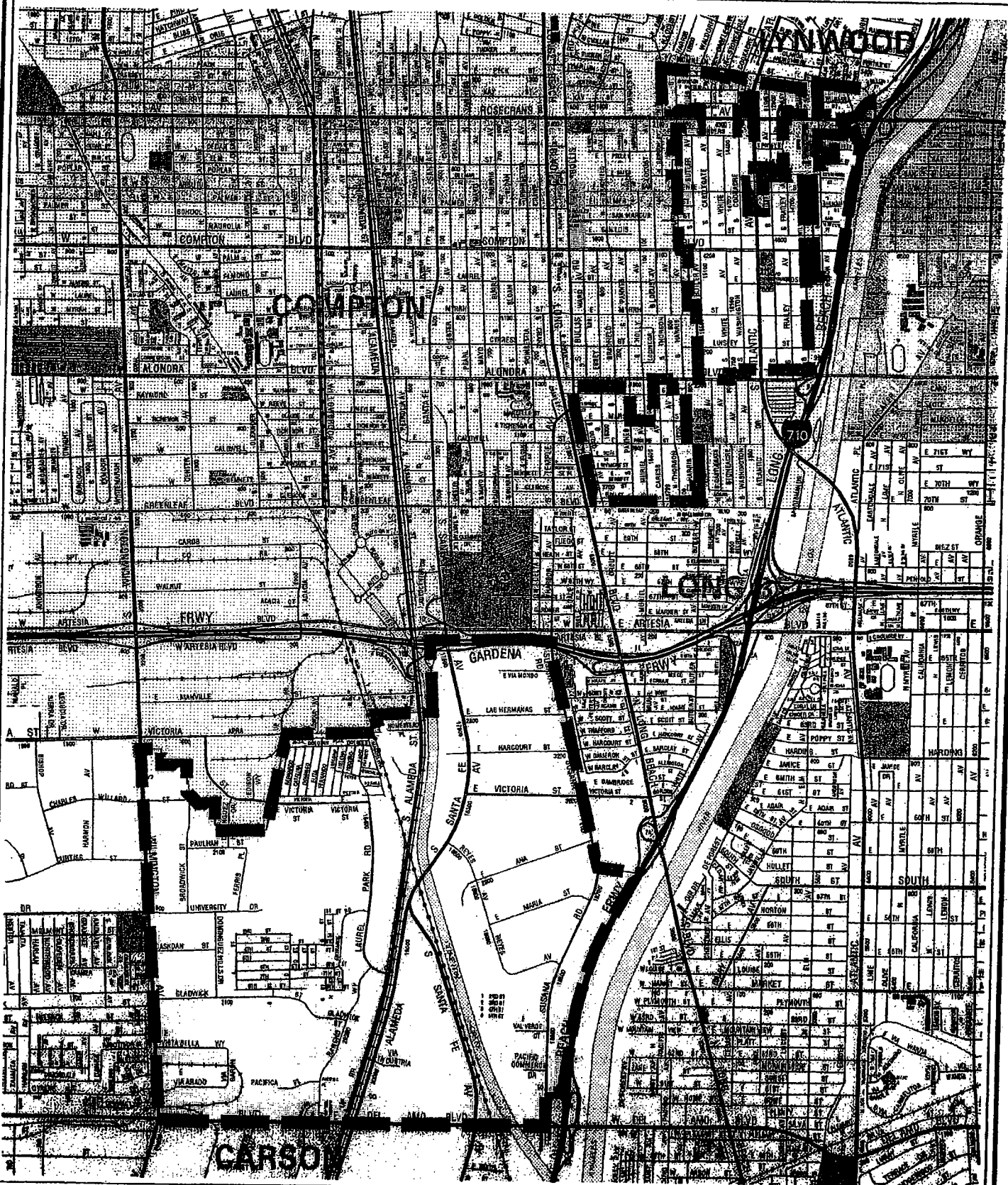
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PARATRANSIT SERVICE AREA RANCHO DOMINGUEZ

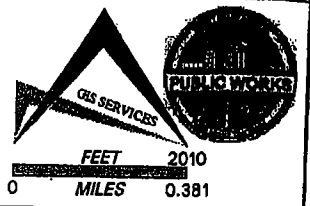
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PARATRANSIT SERVICE AREA

WALNUT PARK / FLORENCE / GRAHAM

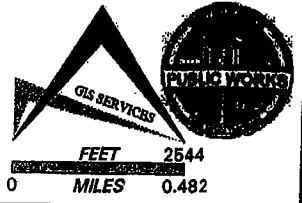


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AME: s:arcsoacalml driform driform stdml

PARATRANSIT SERVICE AREA WILLOWBROOK



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County of Los Angeles Whittier DAR

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- X. Additional Information
- Southland Safety & Training Program



April 1, 2008

Melissa Saradpon
Los Angeles County Department of Public Works
Administrative Services Division – 9th Floor
900 South Fremont Avenue
Alhambra, CA 91803

Re: Proposal – Whittier et al. Dial-a-Ride Service (2008-PA004)


Dear Ms. Saradpon:

It has been our great privilege to provide these services to the County of Los Angeles as the current contractor. We believe that we are the best qualified firm to continue operating this service for several reasons:

- We have a superior track record for providing community based dial-a-ride service in Southern California.
- Our high vehicle maintenance standards will provide the best possible reliability for your fleet.
- Our company has established a strong corporate support network for its operations in Los Angeles County. This means that your Project Manager would have additional resources available anytime they are needed.
- We have a superior facility in excellent proximity to the service area from which we can provide rapid response in the case of any potential service interruption.
- County audits have found that our payroll and personnel practices meet the County's high standards.

As the Company's managing director I am authorized to submit this proposal and to represent the Company throughout this process. We have made a thorough analysis of the specifications as well as Addenda #1 and #2 and have taken no exception to those requirements in our proposal. We look forward to working with DPW staff as the selection process continues.

Sincerely,



David Daley
Chief, Operating Officer

II. Experience

A. Company Background

Southland Transit, Inc. is one of California's most experienced community transit companies operating eighteen demand response services and sixteen fixed-route services. These operations are provided under contract with twelve Los Angeles County cities, the County of Los Angeles Department of Public Works, Riverside Transit Agency, Los Angeles Metropolitan Transit Authority, the San Diego Metropolitan Transit System, Access Services, Inc., two Regional Centers, and two private employers.

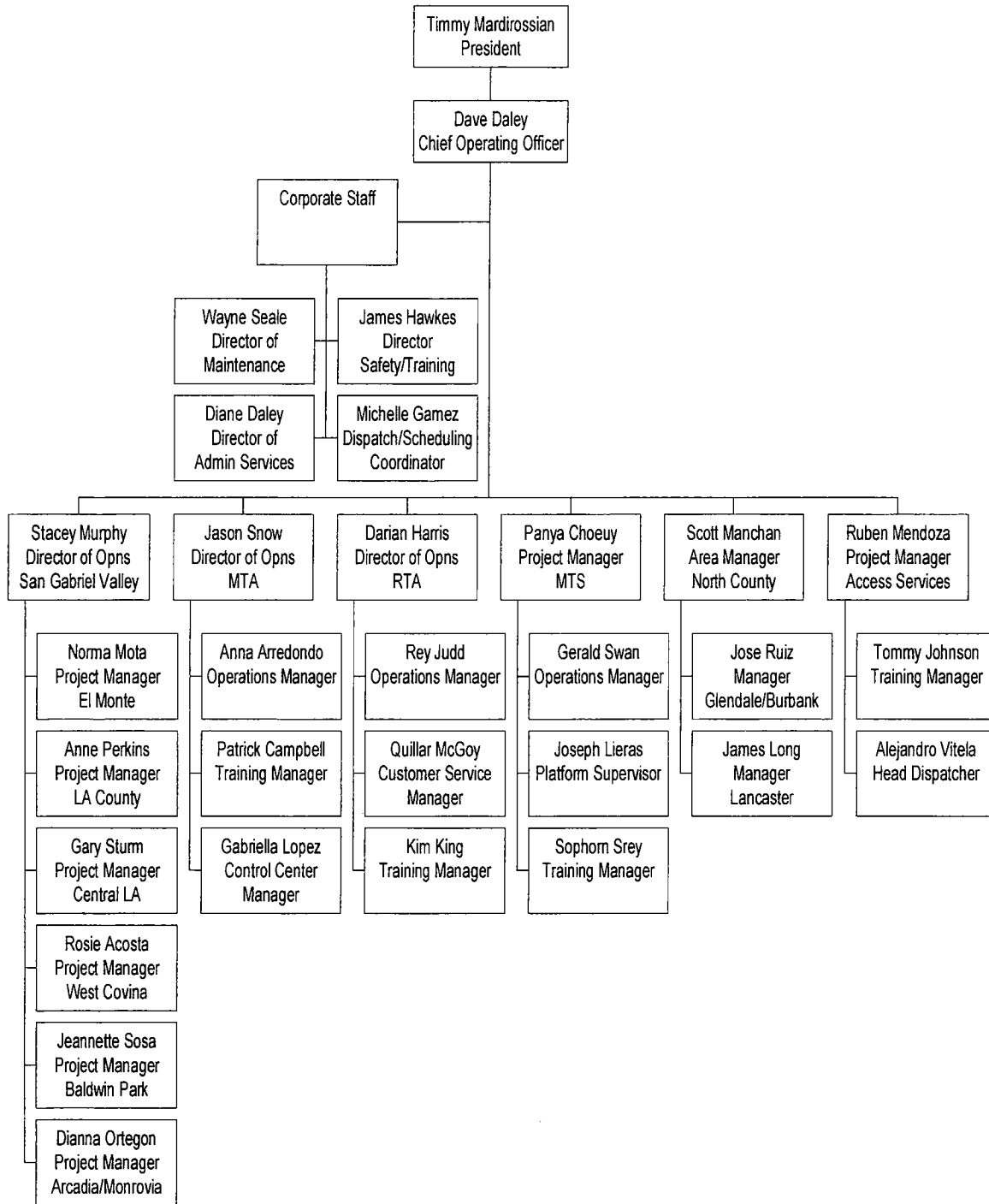
The company traces its roots to two firms that merged their transit operations on June 1, 2001.

- Founded in 1953, San Gabriel Transit, Inc. was one of the first companies to provide public paratransit services in Southern California and has built a strong reputation by effectively operating some of the most difficult demand response operations in the industry. The countywide ADA Access service contracts the company operates have consistently been the best performing segment of the Access Service network. The company has also performed well on multiple fixed-route and dial-a-ride contracts.
- R&D Transportation Services, LLC was founded in 1997 and specialized in providing effective community transit services in Southern California. By concentrating on the use of high technology automated dispatching and the effective maintenance of increasingly more sophisticated fixed-route vehicles, the company established a strong track record for improving service quality, productivity and fixed-route ridership.

Our commitment as a company is to treat every project in a unique manner that addresses the particular needs of that service. We emphasize availability to our clients, and a cooperative effort in addressing the clients' concerns and issues. As the corporate offices are located in the San Gabriel Valley of Southern California, our clients have unparalleled access to not only project staff but also to corporate personnel.

Southland is a California sub-S corporation. Corporate officers are Timmy Mardirossian, Dave Daley, and Petros Keshishian. Dave and Timmy are the former chief executives of the two firms that merged to form Southland. As President, Timmy Mardirossian provides strategic direction to all of the company's operations and has retained direct operational control of our contracts with Access Services. As Chief Operating Officer, Dave Daley directs all of the company's other operations including all of our municipal and public transit contracts. Together the three officers bring over 65 years of transportation operations experience to the task of providing excellent service to our customers. With this structure our managers report directly to corporate officers. We believe that this flat organization makes us much more able to respond to our customers.

B. Company Organization Chart



C. Service Experience Information

Southland Transit is Los Angeles County's foremost provider of community based dial-a-ride services. Our community dial-a-ride experience began in 1975 with the start of services for the City of Arcadia and has grown to the point where we have achieved a leadership position in this marketplace. Many of our dial-a-ride services are directly comparable to that specified in this request for proposals, and we are the incumbent contractor on the service.

The best testament to the quality of our service comes directly from these clients. We invite staff to make inquiries of our clients. The fact that we are still the contractor on all but two of our dial-a-ride contracts may be the best testament to both the quality and the cost effectiveness of our service.

We also have experience operating in the area, which serves LA County - Whittier. Southland Transit and its predecessor companies have served this area for many years.

D. Resumes of Firm Principals & Managing Employees

On the following pages are resumes for the company principal with responsibility for this contract, as well as the Directors of Maintenance, Safety and Training, and Administrative Services and the Director of Operations with oversight of this operation. Each of these people will have ongoing interaction with the project staff on a regular basis.

DAVE DALEY

SENIOR TRANSIT OPERATIONS EXECUTIVE with proven success in providing highly effective contracted services to public agencies. Significant experience with all phases of passenger transportation including fixed route, ADA paratransit, senior/disabled transportation, and services to the developmentally disabled. Successful experience in multiple engagements with the implementation of advanced technology automated dispatching in the paratransit sector. Highly experienced at management of performance in multi site operations.

PROFESSIONAL EXPERIENCE

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

Established a new transit operations company to provide service to public agencies searching for a highly responsive transit management alternative. Developed and executed the strategic approach for establishing the Company's initial operating contracts in both the public transit and pupil transportation markets. Have personally supervised each service implementation including ADA systems for San Luis Obispo Regional Transit Authority, ASI Antelope Valley and the Riverside Transit Agency.

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

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

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

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

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

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

Director of Operations, Northwest District (1981 to 1986)

Responsible for all operations in Oregon, Washington and Alaska. Previous positions included Shop Manager, Operations Manager, and Regional Maintenance Director. Operated the first ADA system for the Anchorage, Alaska People Mover system.

EDUCATION AND TRAINING

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

Executive Program in Strategy and Organization, Stanford University, 1994

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

STACEY MURPHY

TRANSIT/PARATRANSIT OPERATIONS MANAGER with proven success in managing effective passenger transportation systems to support community objectives. Has experience with every level of operations from dispatch/scheduling through recruitment and training to project management. Strong positive motivator of drivers and dispatch staff. Significant experience with operations supported by customer service call centers.

PROFESSIONAL EXPERIENCE

Southland Transit, Inc.

2007 to present

Director of Operations, San Gabriel Valley

Responsible for all operations provided for client cities and the County of Los Angeles in the San Gabriel Valley. Worked closely with staff from each project to establish compensation, recruitment and training systems for drivers resulting in a full complement of drivers for the first time in the recent past. Provided direction and support for Project Managers to insure that contractual requirements are met in each operation. Facilitated communication between operations and maintenance departments to streamline and improve maintenance support. Improved front line support for drivers to insure schedule compliance on fixed route systems. Improved reporting to enhance accountability for operational results.

San Gabriel Transit, Inc. (Southland Affiliate)

2000 to 2007

Assistant to the President and Operations Director

Started as a part time employee in accounting and human resources, was part of a team that managed the establishment of a new taxi franchise in the City of Los Angeles. Handled a steadily increasing level of responsibility and was by 2002 responsible for all driver recruitment/training, reservations, routing, dispatching, and managing back-up taxi services for Access Services. Managed all financial reporting functions for five taxi and airport shuttle operations.

City of Burbank

1997 to 2005

City Council Member

As a member of the City Council served as the representative to the Transportation Task Force. Responsibilities included lobbying elected representatives in Sacramento for Surface Transportation Program (STP) and California Transportation Commission funding for road and highway infrastructure improvements. Also served as the representative to the San Fernando Valley Governance Council, a service sector of the Metropolitan Transit Authority. Instituted low-cost City run fixed route transit program from Metrolink stations to Burbank businesses to promote public transit.

Helping Hands

1984 to 2000

Owner/Manager

Provided computer support and transcription services, primarily for businesses taking their initial steps into computer supported operation.

EDUCATION AND TRAINING

Cal State Northridge – Computer Sciences

Multiple Workshops on Transportation Systems and Infrastructure

WAYNE SEALE

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

PROFESSIONAL EXPERIENCE

Southland Transit/San Gabriel Transit

1989 – Present

Director of Maintenance

Starting as a Shop Manager has progressed to the current position with full responsibility for the maintenance of over 400 vehicles providing service on multiple transit and paratransit contracts. Oversees foremen and/or lead mechanics in nine facilities throughout Central and Southern California. Has been responsible for the equipment and maintenance side for every service implementation project. Established highly effective programs for the maintenance of wireless data technology in company owned shops to insure the reliability of core communications technologies. Has built an excellent alternate fuel vehicle maintenance program since the assignment of the first vehicles over 8 years ago. Established ASE certification programs for technicians, including incentive programs for newly certified personnel. Has worked closely with Access Services, Inc. to become the model maintenance operation in the ASI network.

Autospec

1981 – 1989

Proprietor, Bellflower, CA

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

Fiat Motors of North America

1974 – 1980

Technical Parts Analyst

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

Education and Certifications

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

JAMES HAWKES

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

PROFESSIONAL EXPERIENCE

Southland Transit, Inc. **November 2003 – present**

Director, Safety & Training

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

First Transit, Inc. **1996 to 2003**

Training Manager, Pomona California (2000 – 2003)

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

Trainer, Pomona California (1998 – 2000)

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

Coach Operator (1996 – 1998)

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

Laidlaw Transit **1995 to 1996**

Coach Operator, Upland California

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

Quaker City Plating, Whittier California **1992 to 1995**

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

EDUCATION AND TRAINING

Transportation Safety Institute-Substance Abuse Management & Compliance, January 2005

Transportation Safety Institute Staff Member, January 2003

USDOT Certified Mass Transit Instructor, 1998

USDOT Certified Bus Operator Training, Recertified 1999

California DMV Employer Testing Program, 1999

AA Degree Rio Hondo College, 1980

DIANE DALEY

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

PROFESSIONAL EXPERIENCE

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

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

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

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

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

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

EDUCATION AND TRAINING

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

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

Over 150 Hours of Continuing Legal Education

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

E. Resumes of Project Staff

Anne Perkins and Jose Valles Ochoa are the proposed Project Manager and Maintenance Foreman for this project. These two professionals are the incumbent management team for this service and each brings directly relevant experience to the project as a result of the current high level of service being provided on this contract.

In addition to the propane vehicle we operate on this service and the two county owned propane transit buses on our LA County Whittier fixed route contract, we know that staff is considering the purchase of additional alternate fuel vehicles which could be used in service for this operation. An important element of the experience that Anne and Jose bring to this job is the time that they have devoted to the successful operation of alternate fuel vehicles in public transit service. Each has worked with alternate fuels (propane and compressed natural gas environments) and has learned the key elements that go into successful operation with alternate fuel types. Alternate fueled vehicles bring additional complexity to operations, especially maintenance, and it is critical for success that the project team has the experience to deal with these issues without compromising service. We are certain that Anne and Jose will be the most experienced team proposed for this project by any vendor in the competition. Resumes for these key individuals are attached on the following pages.

Another team member worthy of mention is Carlos Mejia, our proposed field supervisor. Carlos was promoted to field supervisor as a result of his very distinguished service on the Whittier contract and has continued to contribute to our performance in his role as supervisor. He brings an outgoing and positive attitude to his work exhibiting a great customer oriented attitude in his interaction with customers, and an open and positive relationship with employees under his supervision.

ANNE PERKINS

TRANSIT AND PARATRANSIT PROJECT MANAGER with proven success in managing effective demand response systems and community fixed route systems under contract with municipalities and other governmental entities. Significant experience with the use of Trapeze Software in dial-a-ride operations.

PROFESSIONAL EXPERIENCE

Southland Transit, Inc.

2005 to present

Project Manager, LA County Whittier

Handle operational and management responsibility for a the company's contracts in the unincorporated county areas around Whittier. Responsible for all phases of contract/service management including driver recruitment, operational reporting, general maintenance supervision, accident/incident investigation, quality assurance and financial control. Worked closely with county staff to establish new fixed route services, including verification of all driver schedules and participation with County staff in promotional opportunities. Managed the call center providing Trapeze dispatch coverage for three Los Angeles County Dial-a-Ride projects.

Moonlight Sleep Lab

2004 to 2005

Outreach Coordinator

Called on local clinics and medical offices in the San Fernando Valley to promote the use of the Sleep Lab as therapy for sleep apnea. Also handled some patient charting and assisted with billings to insurance plans.

Southland Transit, Inc.

2003 to 2004

Customer Service Team Leader

Started as a reservationist and moved rapidly to Team Leader on the City of West Covina dial-a-ride system at the Company's San Gabriel Valley central call center. Scheduled all transportation requests in Trapeze Software, made changes to driver and trip assignments throughout the day to maintain on time performance. Provided fixed route information to the general public. Maintained radio control over on-time performance on the City's three transit lines.

Medical Office, Dr. Jacob Rispler

1999 to 2003

Office Assistant

Started as front desk person assigned to meet and greet patients. Progressed to responsibilities for patient charting and billing of health plans. Worked extensively on telemarketing and placement of media and newspaper advertising. Planned special events and promotions.

EDUCATION AND TRAINING

Drug & Alcohol Awareness
STI Basic Supervision Course
Trapeze Dispatch Software Training
Sexual Harassment Prevention Workshop
MTA NTD Reporting Workshop

JOSE VALLES-OCHOA

MAINTENANCE MANAGER with a demonstrated record of effectiveness in organizing and participating in the maintenance of fleet equipment, including extensive experience with transit vehicles. Has demonstrated technical leadership with every type of vehicle operated in these services from taxis through MTA transit coaches. His experience includes vehicles operating on gasoline, diesel fuel, propane, compressed natural gas and hybrid vehicles.

PROFESSIONAL EXPERIENCE

Southland Transit, Inc./San Gabriel Transit, Inc. **2001 to the present**
Maintenance Foreman, El Monte facility ***July 2004 to present***

Maintenance foreman for a crew of technicians providing maintenance to vehicles in service to the Cities of Alhambra, Arcadia, El Monte, Baldwin Park, Pico-Rivera, La Puente and Monrovia. Responsible for all maintenance scheduling, preventive maintenance and repairs for a fleet of 91 transit and paratransit vehicles. Also responsible for coordination with central warehouse facility to plan for appropriate inventory to support all equipment assigned at this facility. Works closely with drivers on response to daily vehicle inspection reports. Provided start up support as maintenance manager for a new operation started by the company for MTA in Baldwin Park involving 50 heavy transit coaches.

Lead Mechanic, Baldwin Park facility ***June 2001 to July 2004***

Lead mechanic providing, since June 2001, all repair services for the Company's operations in support of the Access Services (ASI), the ADA paratransit operator for eastern Los Angeles County. This responsibility initially included the 120 vehicles assigned to ASI and was later expanded to include the vehicles operating for the Cities of West Covina and Baldwin Park.

Basura's Towing **1993 to 2001**
Lead Mechanic

Provided maintenance support for a fleet of 30 tow trucks, including heavy and light duty vehicles as well as flatbed tractor trailer type vehicles. This work was done at the same facility which was taken over by Southland/San Gabriel.

Pete's Transmissions **1991 to 1993**
Transmission Technician

Line technician for this Azusa based transmission repair shop.

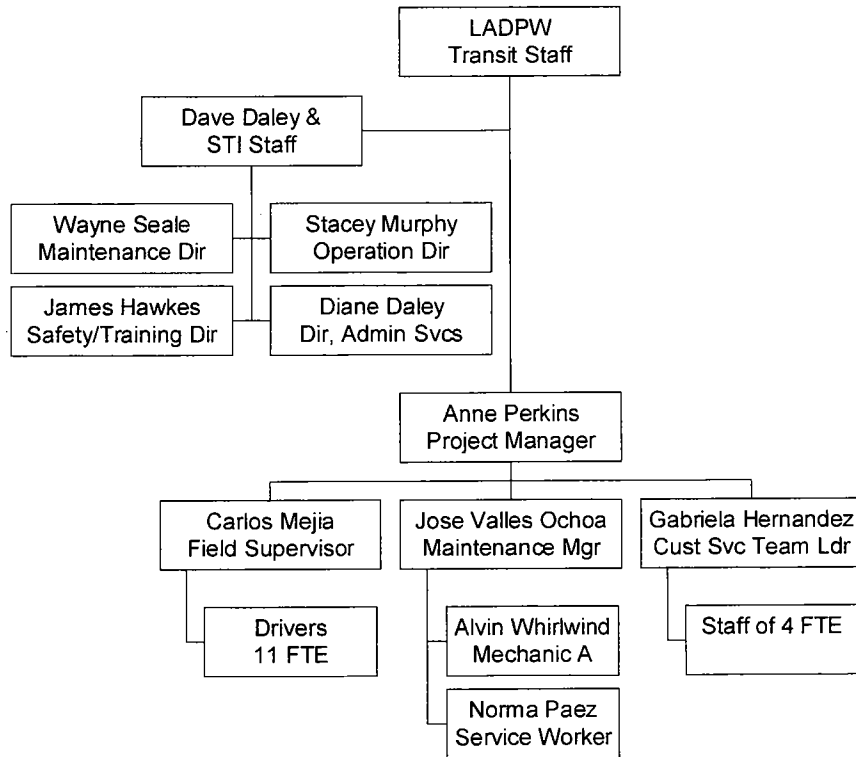
EDUCATION & CERTIFICATION

Cummins Engine Diagnostic Course
GM and Ford Electronic Engine Diagnosis
Mobile Air Conditioning Recycling and Service Procedure Course

III. Work Plan

A. Project Staffing

1. Organization Chart



2. Staff Positions & Tasks

All positions from the Project Manager through her subordinates listed on the foregoing organization chart are fully dedicated to this specific project except as specifically disclosed below, and further explained on the LW-8 form, which can be found in the Form Appendix.

- ❑ As Project Manager Anne Perkins is responsible for the Whittier DAR services as well as the County operated Whittier fixed-route system.
- ❑ As the road supervisor, Carlos Mejia will be responsible for on street operation of the service. As required by the specifications Carlos will be available to DPW staff at all times either in the field or via cellular telephone.
- ❑ As Maintenance Supervisor, Jose Valles-Ochoa is responsible for maintenance supervision of all transit operations run out of the El Monte facility. We estimate that it will require 1.0 FTE of total technician support for this project, which meets the standard set forth in the RFP. We will provide that level of support through a combination of the applicable portion of Jose's time as working foreman and other hours as required by the other nine full time technicians and service workers at that

facility. We listed Alvin Whirlwind on the organization chart since he currently does most of the preventive maintenance work on these County vehicles.

- Radio control and phone duties of taking reservations, scheduling and dispatching trips, receiving complaints and answering questions for this project will be handled by our existing LA County call center. This center has been providing these services for our existing DPW contracts, including the Whittier dial-a-ride. This dispatch center has five full time positions dedicated to all these projects.

As stated above a full description of all FTE to be furnished is provided on the LW-8 form.

B. Dial-a-Ride Operations

One of the most important issues in operation of a successful dial-a-ride system is the technology available to the employees to schedule and deliver trips in a manner that is both efficient, and on-time. We support the DPW staff in its requirements that the Dial-a-Ride service be operated with these technological tools as set forth in the RFP at SOW §O.2 & .3.

1. Dispatch Technology

Southland Transit believes, and has become the Southern California leader, in using the power of automated dispatching from Trapeze to improve quality and productivity for our customers. We began using the system in August 1997 and have used it to replace manual or computer assisted systems in each of our client cities. Our software maintenance agreement entitles us to the most current version of Trapeze to provide service for the Los Angeles County Dial-a-Rides we operate, including the Whittier DAR service. Staff should note that we normally wait at least a few months after introduction of new Trapeze versions, to allow for the correction of "bugs" found in software upgrades.

Southland has unparalleled experience in operating this system in real service delivery. We have worked closely with Trapeze during our growth and while adding services. Our company has a team that understands very clearly the challenges and the opportunities presented by high-performance computer assisted dispatch software and are able to maximize its benefits.

Usage of the Trapeze software provides many advantages, especially improvement of the reservations process and the delivery of highly productive, on-time service.

- All runs for whatever number of days the client wishes to allow advance reservations are active in the system. This allows the Customer Service staff to book trips with complete confidence that we will be able to deliver the service as originally scheduled by the rider. It also allows us to offer the passenger multiple options for pick-up and return times that best match their schedule at the time the caller books the ride. The advantage over the typical manual dispatch is that this minimizes the number of times that we have to call a customer back to change their schedule.
- Client staff can set multiple parameters for the time at which reservations will be accepted, including weeks ahead all the way to real time demand response. It can also be set with different parameters for different rider groups.

- The system will continually optimize the runs to provide more effective trip linkage and shared ride productivity, and this is done in real time. Client staff and Southland project staff can develop specific parameters for how much optimization will be allowed to occur in the system. This is in effect telling the system how far existing appointments can be moved to slot new riders and how long original drop times can be extended to allow for more pick-ups to be made.
- This system will give absolutely reliable information regarding the availability of same day standby trips and will identify more standby trip linkages than any manual system could ever track. This is a powerful tool for improving system productivity.
- The system has powerful subscription management features, allowing the staff to manage subscriptions without taking away the ability for the system to continually optimize linkages.

We have learned in use of the Trapeze systems that constant tweaking of the system, and second-guessing of its routing is not productive. However, we have also recognized that in a busy service it may be necessary to make specific interventions in the program. Our goal in supervision of the Customer Service center as it handles a specific service is training the staff when to use and rely on the automation and when to intervene with manual dispatching. Examples of such interventions include:

- Highly productive congregate trips are often not scheduled effectively on an automated basis because they violate ride time or “captive” parameters. In that type of case the parameters can be manually overridden to schedule the trip. We have normally set up our systems so that no ride time exceeds 45 minutes unless the person building the route approves the violation.
- On returns from congregate meal or shopping trips we have often had to force single bus “take homes” because multiple buses, although more efficient from a routing standpoint, were more confusing to the riders.
- Aggressive use of templates to handle subscription passengers.
- Frequent use of “hard drop” times to insure timely hand-offs to trains, express buses, or other connecting services. This requires reinforcement with customer service staff to insure that we look at connections from the back end first. This often means explaining to the passenger why the 8:12 pick up will work better for them than the 8:00 pick up they requested because they wanted to leave themselves plenty of time.

Because we understand the difficulties and challenges of the computer-based workplace, we have always provided a back-up power source for the dispatch computer stations to insure no loss of information should power shortages occur. Additionally the data in the server is backed-up nightly on a tape drive or random disk array to insure that should the system fail completely we will be able to recreate where the system was the previous evening at the time of closing, such that the registered rider information and subscription rides are all saved.

2. Phone System

We operate a high functioning telephone system from Nortel Communications. This phone system allows us to track the performance of our phone reservations staff on each of our contracts. Major features of the system are:

- Customized greetings specifically designed for each separate service.
- Call distribution technology that allows us to establish a team of specialists for each separate service.
- Identification prompts for representatives so that we do not answer the phone using the name of another system.
- Call sequencer that holds calls in queue line so that each is answered in order.
- Full tracking and reporting capabilities so that the staff of the individual service contracts can evaluate our phone performance on their contract service, including hold times and lost calls, and the Customer Service Manager can monitor all service performance.

The Call Center also includes a TDD line, Language Line services as well as voice mail capability.

3. Mobile Data Terminals and Global Positioning

The vehicles we operate on the Whittier DAR service are outfitted with both Mobile Data Terminal (MDT) and Automatic Vehicle Locator (AVL) capabilities as required in the SOW. The MDTs and AVL are integrated with the existing Trapeze Software installation. This provides major benefits to this project.

- Use of the system allows us to optimize call center staff performance. MDTs reduce the amount of communication to buses by allowing the majority of communication to come through the MDT. This means the dispatch team spends less time on voice communication and instead can concentrate efforts on reservations and issues of time compliance. This completely changes the dispatch environment. The chaos of voice communication is reduced making the Call Center quieter, more professional, and more attuned to providing on-time performance and optimal trip assignments. The calmer atmosphere also removes a distraction from the call taker/reservationist as they communicate with callers.
- Use of the system also improves on-time performance as the MDT continually updates the Trapeze dispatching system with the status of every pick up. This continual updating of system performance allows the dispatcher to see a time problem developing and intervene at an early stage to resolve the problem by moving trips off that driver's manifest to another vehicle, or to dispatch a protection van to manage a couple of trips thereby keeping the entire system from falling out of time compliance.
- The MDT provides support to the drivers who must deliver the service. Drivers manage their activities through entries and messages on the MDT rather than on paper. Additionally the combination of AVL and MDT performance entries eliminates any potential problem with the accuracy of operational reports.

4. Radio Communications

No company in Southern California can match our responsiveness in the area of providing effective radio service. We have our own radio shop staffed with a lead technician and several installers, thus we are capable of our own radio programming and repairs. Southland and its affiliate companies have several of our own frequencies and we work with major relay providers to provide service where our own frequencies do not provide coverage.

C. Personnel

The staff and personnel on a service are another key component of the success and quality of the operations. At Southland we keep this as the focus, in the hiring and training process, as well as throughout an employee's tenure with the company. Our hiring and training of employees for this service will comply in all respects with the legal requirements as well as standards required by the County.

As we are the current contractor providing this service we intend to maintain current staff on the service. These individuals understand the area, know many of the passengers, and this knowledge and commitment is an invaluable resource. As such we are requesting the 10% preference under California Labor Code §§ 1070-1074.

1. Drivers

a. Hiring/Recruitment

The hiring and recruitment of drivers will meet all legal and contract specifications.

We use two primary sources for on going recruiting of drivers:

- Drivers who are looking for a career upgrade. We have had excellent success with recruiting school bus drivers. For these drivers transit service is a more reliable year-round job with better benefits than a seasonal school bus driving job. The County minimum wage also gives these school drivers a higher daily wage. We understand the requirement for carefully assessing school applicants since not all of them are adaptable to a busy dial-a-ride operation, particularly in terms of real time navigation.
- New hire drivers with no prior passenger transportation experience. It is critical to our overall success that a viable program be established for training individuals without experience. It allows us to maintain balance in our recruitment efforts and be less dependent on the actions of other employers in filling our positions.

Driver applicants must either possess a California CDL with appropriate endorsements, or meet the requirements for entry into CDL training. All applicants undergo a DOT medical examination and a pre-employment drug screen that must be negative. The drug screen is done in accordance with the terms of federal law. At a minimum a candidate must pass the following criteria

- 5 years driving experience;
- a DMV record with not more than three moving violations in the previous 5 years;
- no rail crossing convictions;

- no reckless driving violations, DWI/DUI or drug abuse convictions or license suspensions due to such convictions in the last ten years.

We seek drivers who are able to read, write and communicate in English. However, we fully appreciate the skills and versatility brought to the service by those who are able to communicate in more than one language.

At Southland we are not satisfied with hiring those minimally qualified but seek those people who are most qualified and most motivated to drive. We go beyond check-listing minimal qualifications. Each applicant must complete an application and submit an H6 DMV report. In a brief interview at the time of submission, the applicant is told of the job requirements, the application is reviewed for any unanswered questions, and the H6 is reviewed.

Those with minimum qualifications undergo a thorough interview, using a model list of questions. The list insures the interviewer covers all areas of questioning, that all applicants are judged consistently, and that all questions are legal and not discriminatory. Questions are open-ended to allow the applicant to talk about values and motivation, rather than simply saying “yes or no”. This allows an interviewer to gauge the character and sincerity of applicants. Applicants who pass the interview process will undergo a background check in compliance with the RFP requirements. Our company uses LiveScan for this check.

Driver selection actually continues throughout the training process. We do not hesitate to remove trainees who are not achieving the desired level of performance in any area – driving skills; interaction with riders, staff, and coworkers; ability to read maps and navigate; and ability to use the technology.

b. Training

The following is an overview of the **initial driver training** curriculum. This system is in use throughout our company and has been used to train transit drivers in service to operations throughout Central and Southern California. Classes follow the training materials from the National Transportation Safety Institute, with further development of materials from Transportation Management Associates for passenger assistance training and the Smith System for defensive driving. The full Southland Safety and Training Program can be found with the Additional Information.

- 1) **STI Orientation and Policies.** As we provide paid training, a trainee is an employee as soon as s/he enters training. The initial session is to introduce the trainee to employee policies and procedures and to insure that all of the necessary initial paperwork is completed.
- 2) **Defensive Driving.** Our defensive driving instruction includes both the defensive driving course provided by the National Safety Council and the Smith System. In the two programs trainees learn techniques for avoiding accidents on the road, covering such things as attention to situations which can bring about accidents, making yourself aware of the actions of other drivers and pedestrians, the proper methods for crossing, entering and exiting the vehicle. We include the Smith System materials because they provide an

exceptional tie in to behind-the-wheel training where our behind-the-wheel trainers use the proven Smith System process:

- **ALL** - **A**im high in steering
- **GOOD** - **G**et the big picture
- **KIDS** - **K**eep your eyes moving
- **LOVE** - **L**eave yourself an out
- **MILK** - **M**ake sure they can see you

3) **Transportation Safety Institute curriculum.**

The Transportation Safety Institute, the training branch of the Federal Department of Transportation, has developed this 3-part curriculum. Every segment utilizes slide shows and a follow up exam.

- ◆ **Vehicle Operations.** This segment discusses maneuvering techniques in several different operating environments with a variety of bus sizes. The primary focus is fixed-route operations with large vehicles in a variety of operating environments.
- ◆ **Customer Service.** This second segment works with the first to give the driver trainee effective tools in handling customers, in both fixed and paratransit applications.
- ◆ **Emergency Management.** This final segment covers the requirements for handling accidents and vehicle breakdowns. It also builds on the customer service segment in that it sets out methods by which the driver deals with these situations when the vehicle has passengers in congested situations.

4) **Pre & Post Trip Inspection.** In class the trainee learns about the regulatory requirements related to the multiple items a driver must check such as tire tread depths, steering play ratio, air and hydraulic brake testing, etc. The most important part of this training continues with the trainees going through the “hands-on” portion, with buses.

5) **Dealing with the Elderly and Disabled Rider.**

- ◆ **Empathy and Special Needs.** The emphasis here is to train the driver how to respond to these passengers with care and consideration of special needs. Different approaches are used, such as having the trainee visualize what life would be like with a disability: if s/he were required to use a wheelchair, cane, seeing eye dog; if s/he were mobility impaired, lost balance, suffered from a cognitive impairment. The goal is to assist the driver in moving past pure sympathy or a demeaning view to understanding and the ability to aid and assist in a helpful manner.
- ◆ **Mobility Device & Securement.** Trainees learn the correct use of vehicle lifts, ramps and restraint systems. Every trainee learns this both in the classroom and “hands-on” in the vehicles, acting as a driver and as a passenger. Emphasis is also put on the physical safety of the rider and the driver who is boarding the passenger, as well as completing the task without damage to the mobility device itself.
- ◆ **ADA Training.** The full range of requirements of the American with Disabilities Act as it impacts transit operations is covered here. Thus drivers learn about fares, service animals, discrimination, calling stops, steps to undertake when a wheelchair lift is inoperable so that the passenger is not stranded on the street.

6) **Communications.** Use of the radio and Mobile Data Terminal is covered for trainees who operate on this service. As Mobile Data Terminal users, trainees learn how to do input, acknowledge completion of trips, etc. In training regarding all communication systems the appropriate time to use any communication device is emphasized.

- 7) **Fare Recovery.** Trainees are familiarized with the correct handling of fares, such as how to use fare boxes, whether assistance in handling currency is appropriate, and explanation of accounting for the number of passengers for reconciliation purposes if the contract so requires. Additionally, trainees are familiarized with the particular contract's fare structure.
- 8) **Route Orientation.** The ability to navigate is essential for a driver, and this is key when drivers are engaged in paratransit service, which takes them to new places every day. Trainees learn how to use a Thomas Guide and learn to route themselves with a Thomas Guide. The classroom training is reinforced and supplemented during behind-the-wheel training.
- 9) **Hazardous Materials and Blood borne Pathogens.** Trainees are familiarized with the hazardous materials that may be encountered in their job including the handling of body fluid spills that could lead to virus transfers, and use of the body fluid kit.
- 10) **Body Mechanics/Safe Lifting.** Drivers are required to use their body in many aspects of their job. To insure their safety we specifically train on the correct body mechanics for these tasks including the correct method for lifting, pushing, securing wheelchairs, and boarding and exiting the vehicle.
- 11) **Harassment in the Workplace.** Every employee, beginning as a trainee, is given information on harassment in the workplace. The goal is to make certain that employees know how to report any problems they have as well as to train employees on the many faces of illegal harassment and that Southland does not tolerate this in the workplace.
- 12) **Substance Abuse.** Drivers are taught the problems of substance abuse, with regard to the job, but also with an eye to its effect on quality of life. Southland's Drug and Alcohol Policy is covered in detail. All rules and regulations are strictly enforced in accordance with DOT rules and regulations, as well as with the company policies.
- 13) **CPR and First Aid.** For applicants who do not have first-aid certification, training includes the required Red Cross certification training. Regular recertification classes are then provided to make certain drivers are able maintain their certification.
- 14) **Commercial Driver Training.** When the driver comes with a C-class license and will or may be assigned to drive a B-class bus, the trainee also undergoes the necessary training to obtain a Commercial Driver's License.

Behind-the-Wheel Training. No driver operates on Southland service without undergoing behind-the-wheel training. Members of our Safety and Training department select and train all behind-the-wheel trainers. There is at least one behind-the-wheel trainer at every Southland facility. Behind-the-wheel training includes training at a secured parking facility through an obstacle course; road evaluation of the driver's skills; and route training for the specific service. Additionally the trainee learns of the particular system requirements in effect. Once the trainees begin behind-the-wheel training the safety department oversees the efforts, gets continual updates regarding how the training is progressing, and will do behind-the-wheel training themselves when needed.

Southland training emphasizes strenuous pre-testing and a formal final review prior to the trainees taking their final or CHP exams and moving on to "regularly scheduled" driver status. Our formal review is based on the observations of the behind-the-wheel trainer. Behind-the-

wheel trainers spend more time with potential employees than any other person in the company. Thus we have given the trainer authority to make a “do-not-hire” recommendation.

Refresher Training. Every service driver is evaluated by a behind-the-wheel trainer or training supervisor at least twice a year and undergoes retraining if appropriate. Retraining is also scheduled for any driver involved in a preventable accident or incident. There are monthly scheduled safety awareness classes to continually refresh and renew the skills necessary to be an effective, safe and courteous driver. Because we have created an atmosphere where the road operations and training functions work closely together, these safety classes are very productive. The sessions address issues that are particular to the service the drivers are on.

In the initial training as well as in the recurring sessions, drivers always have the opportunity to ask questions, and clarify issues. The most important part of training is not to follow a checklist, but to make certain that the participants in the training are actually learning and incorporating the materials presented. Our training department does not pass on people who will not be effective team members.

2. Dispatch/Customer Service Representative

a. Hiring

Our approach to hiring **customer service representatives** is to seek individuals with computer familiarity, high energy, and bilingual capability. We have had great success in attracting committed, bright, talented workers, in part because we offer a competitive wage with health benefits and, more importantly, we respect the tremendous importance of the customer service department in the success of our company.

We are very aware of the multi-cultural atmosphere of California. All of our current DPW customer service representatives are bilingual in English/Spanish. The diversity of California, however, involves many languages beyond Spanish, thus our customer service representatives also have available to them the use of the Language Line. This service allows translation and full communication with people speaking over 200 different languages, by use of translators who are only a single call away at any time of the day or night.

b. Training

Our training efforts include making the representative feel part of the overall transit operation, so we emphasize knowledge of how their job interacts with and affects the overall delivery of service. A handbook, training videos, training with other experienced customer service representatives, and on-going team support reinforces the customer service skills. The handbook, which is maintained at each workstation, includes basic Customer Service techniques, guidance on dealing with callers who have disabilities, and handling of incidents.

Our training of Customer Service personnel includes the following components:

- How to answer calls in a professional and expeditious manner, including how to handle the irate caller, the indecisive caller, and the talkative caller.

- Operation of the computer program and what information must be entered. We have very experienced Trapeze users in the company who have trained many new users. Each new hire begins as a customer service representative, as soon as their skills progress each is trained to handle the dispatch board, including the computer and its MDT connections or the radio. This cross training allows us the greatest flexibility in assigning employees to insure coverage for our customers.
- Familiarization with the geographic maps covered by the service. This knowledge is absolutely essential for the system's overall success and efficiency. Initial training is further reinforced by the availability of a map of the service area in the office.
- The requirements of the service policies and procedures including fare structure, no charge trips, reservation and scheduling procedures, no show policies, the status of escorts, notification requirements for changed trips, and cancellation policies.
- Sensitivity in fielding the calls of elderly and disabled riders is an important part of training. We have developed training materials that include ADA requirements, appropriate language, and informing the customer service representatives about such issues as vehicle specifications, and wheelchair availability. It also addresses some of the more complicated issues such as the definition of and how to deal with the service animals that sometimes accompany a disabled rider.
- In addition to the sensitivity training described above, particular emphasis is given to phone interactions. The videos address the common interactions a call taker will have with customers with emphasis on the difference between being helpful and being defensive or curt. Our handbook also looks at such issues as communicating over the phone when the caller has a cognitive disability. Visual cues and physical gestures can be of great assistance in communicating with the cognitively disabled, and phone interaction removes those visual cues. Thus it becomes even more essential for the call taker to be aware of the issues and problems that can occur, and particularly the methods to overcome them.
- Training in the use of the TDD in order to facilitate communication with the riders who have hearing impairments. In addition they are trained in the use of the available Language Line, which allows full communication with riders speaking any number of different languages.
- Accident and incident procedures are a part of all Customer Service training. Forms are kept at every workstation. Detailed step-by-step procedures are outlined in the Customer Service guide. We are also now including training on the handling of bomb threats as part of our Security and Emergency Preparedness Plan.
- We inform Customer Service staff of service changes as they occur. When policies are changed, or procedures must be reassessed for determination of their effectiveness, meetings are scheduled so that every member of the team is aware of the change.

3. Mechanics

a. Hiring

We have had exceptional success in attracting highly qualified technicians to staff our maintenance operations because they are attracted to our commitment to doing the job right. Southland has no layers of bureaucracy to preclude them from participation in the development of effective maintenance policy.

Our company's Director of Maintenance, Wayne Seale, has been instrumental in working with our customers and our technicians to develop a maintenance plan that will produce clean, reliable equipment for Southland drivers. Wayne holds multiple ASE certifications, including the Medium/Heavy Truck certificate. He works with the staff at the El Monte facility to make certain that the maintenance program is followed and that the vehicles are maintained to the highest standards.

We seek to recruit technicians who want to be part of an operation committed to continuous learning. Our expectation is that every maintenance employee will make continual progress to develop his or her knowledge and skills. Such development is then recognized in pay increases.

b. Training

Southland recognizes the growing complexities of servicing transit fleets. Today's vehicles include complex computer systems and advanced cutting-edge engine technologies. In such an environment it is a challenge to keep the maintenance staff current with the industry changes. As quality maintenance is an essential element of service quality we are committed to the continual training and upgrading of our maintenance employees' skills.

We use multiple sources for mechanic training including the courses and resources offered by the manufacturers, vendors, as well as the National Institute for Automotive Service Excellence (ASE), the Service Technicians Society, and the Transportation Safety Institute. We have established significant financial incentives for technicians to attain ASE certification. We identify training sources and work with the maintenance staff to arrange their schedule to attend training or study for certifications they need to further enhance their maintenance skills. After a member of staff develops a new expertise through training, s/he is asked then to share that information and expertise with the other employees.

4. Road Supervisors

Road supervisors are generally chosen from the driver pool or, in the case of a contract take over, from qualified existing road supervisors. We choose individuals who are motivated and show supervisory potential. If the individual chosen has no previous supervisory experience s/he will be sent for a class on supervision offered by the Employer's Group. In-house the road supervisors are trained in the procedures for accident investigation, response to service problems, and informed of all service standards for the contract on which they will be working. They also attend a company training session regarding human resources issues and procedures at Southland.

At Southland we also qualify and train road supervisors to be behind-the-wheel trainers. The purpose of this double training and use is twofold. First it is our belief that it is impossible to function effectively as a road supervisor without a thorough knowledge of the driver's duties and responsibilities. Secondly it increases the accountability of training. In many companies trainers are simply asked to produce drivers and the shortcomings of those trainees after graduation is really not the trainer's problem. When a road supervisor is involved in the

assessment of trainees by overseeing the behind-the-wheel training, the supervisor is less likely to pass a minimally qualified trainee to driver as any problems seen in training are problems the road supervisor will have to oversee in daily service.

5. Employee Retention

Employee retention is a major issue for effective transit operation. Drivers have to be able to navigate and experienced drivers that know where they are going are very valuable. For the sake of service safety, quality and productivity we make a major commitment to keeping every driver who is good at this work.

a. Wages

Wages will be in accordance with the County living wage standard. All specific wage rates by position are fully disclosed on the LW-8 Cost Methodology form which is furnished in the Form Appendix. Note that we have worked closely with County Staff over the past several years to insure compliance with the County Living Wage requirements on every DPW contract.

b. Benefit Programs

1) Health Insurance

Our health insurance program has been well received by drivers. That is no accident because we specifically designed the program with drivers in mind. Benefits are available to full-time employees which as a company we define as scheduled to work 35 hours or more in a week, although we are cognizant of the 40 hour schedule for County contracts and fully abide with scheduling all employees for the 40 hour shifts expected. As a company we are committed to finding full time employment for every employee who wishes to work a full schedule, thus allowing the employees to participate in these benefits.

New hire full-time employees are eligible to enroll in the health plan at the first of the month following 90 days regular employment.

With increasing health care costs we also worked to negotiate multiple coverage options for our employees. This allows the employee to choose between 2 levels of HMO plans so each can choose coverage and cost that most clearly meets the employee's individual needs. To further reduce the cost we have a \$125 plan that allows for the employee to pay for their portion of any benefit cost with pretax dollars.

2) Dental/Vision Insurance

Employees can purchase dental/vision coverage at inexpensive group rates. We provide a very inexpensive prepaid plan, as well as a DPO plan from Golden West Dental, which provides a choice from a number of participating dentists throughout Southern California. Employees with sufficient regularly scheduled hours of employment are eligible as with the health insurance. The employee can also pay for this benefit with pretax earnings under the \$125 plan.

3) Paid Time Off

Hourly non-exempt employees, who are regularly scheduled to work 35 or more hours a week, earn Paid Time Off in amounts tied to the amount of time they are regularly scheduled to work, which calculates to approximately 9 days of paid leave a year. Paid personal leave can be used for any purpose and can, with prior approval be used by the employee as soon as it is earned. Our policy of starting the accrual immediately and allowing its use as soon as it is earned is our commitment to the employees that the company honors and respects their contribution immediately. Additionally our combination of traditional vacation and sick coverage encourages good attendance, as time used for illness cannot then be used for "vacation." Conversely it is well received by employees because they never "lose" their sick time as personal time off accrual is paid at termination in accordance with state law.

4) Paid Holidays

Southland pays for six holidays a year. Regularly scheduled employees scheduled to work on one of these holidays and who do not work because the system on which they work is closed, receive holiday pay for the hours of work they would have worked on their regular schedule for that day. When an employee is assigned to a system that does not close for one of our recognized holidays, and works that holiday, the equivalent scheduled hours are dropped into their Personal Time Off account in order that the employee might enjoy some free time at a later date. We believe that this is a very important benefit, and one that is not universally provided in the transportation industry. It allows drivers to enjoy a holiday without the concern that their next check will be missing pay and allows employees who work a recognized holiday to take a day off at another time.

5) Jury Leave

We have a fully compliant jury leave program which applies to all our employees throughout the company.

6) 401(k)

Southland has a 401(k) plan for employees with eligibility at the first quarterly entry date after hire. Employees can defer pretax earnings into the plan as retirement saving. Additionally we have provided that employees may defer safety incentive payments into the plan, which has proven popular for drivers who do not feel comfortable deferring a portion of their paycheck into the plan. Finally, our plan is organized to minimize fees so that the money invested can grow at the best rate possible.

5. Personnel Practices

a. Employee Handbook

Southland is a California company and is concerned with insuring the highest level of compliance with both state and federal employment practice laws. It is quite common for national employers to note only federal laws in areas such as wage and hour rules, discrimination, leave policies, etc. California laws are frequently more protective of employee rights and the relationship of the state and federal law can be tortuous.

The Southland Transit, Inc. Employee Handbook addresses all issues of personal time off, leaves, pay practices, holidays, overtime, family leave, as well as the company's safety, harassment, and anti-violence policies. The handbook was written to fully comply with both federal and state law.

Diane Daley, Southland's Director of Administrative Services, is a trained attorney and a former partner in a litigation practice specializing in liability insurance defense, worker's compensation defense, and wage and hour compliance. She is responsible for insuring that our personnel practices meet legal requirements. In pursuing these duties Diane attends seminars regarding employment law, subscribes to multiple employment law materials, and is a member of the Employer's Group. She shares the information with all levels of company personnel in order that compliance is not only on paper but also throughout the organization. She is also available to supervisors and managers, not just by phone but also through personal interaction, to answer any questions or give advice when unique situations arise.

b. Drug & Alcohol Policy

Southland has an established drug and alcohol testing policy that complies with all State and Federal requirements. Testing includes both the mandatory pre-employment drug screens and the random testing for all drivers and "safety sensitive" employees as defined by federal law. Managers and supervisors also undergo specific manager drug training in order that they fully understand the requirements and indications for "reasonable suspicion" testing, possible signs of drug and/or alcohol abuse, and how to deal with such issues in the workplace. All drug and alcohol testing is done with clinics fully aware of all DOT requirements for split screen testing. In addition Southland has a written policy for a Drug Free workplace in its handbook.

c. Sexual Harassment Training

Our Director of Training, James Hawkes, is a certified trainer who has conducted the mandatory sexual harassment training of supervisors and managers throughout our company, meeting the state requirement that all such employees met the initial deadline for training of January 1, 2006. Now, in conjunction with our Director of Administrative Services he conducts classes on a regular basis to insure that new hire managers and supervisors, as well as those who are promoted from within obtain this required training within the time set by law.

d. Injury Illness Prevention Program

Southland has a fully compliant Injury Illness Prevention Program in place as well as a Hazard Communication Program. It is covered with employees during their initial training. Our Director, Safety Training, James Hawkes oversees our company policy in this regard. As such he already has the duties and authority, which are encompassed in the position Contract Safety Manager as, described in the RFP.

e. Child Support Compliance

As a company we have fully supported and complied with state and federal laws regarding child support obligations of our employees.

f. Safely Surrendered Baby Law

Notification of the Safely Surrendered Baby Law is a part of every new hire package of documents provided to every new hire employee. Additionally the law is posted in every facility with the Labor Law posters.

C. Facility

We will continue to operate this service from our facility in El Monte. Southland Transit consolidated all of its San Gabriel Valley operations into a new facility at 3650 Rockwell Avenue in El Monte in June 2004. The move allowed us to consolidate some services and as a result provide superior support for all of our San Gabriel Valley operations.

The facility has over 20,000 square feet of shop and office space on just under four acres of paved land. It is equipped with environmentally approved fueling and washing facilities. We have a lease for the property extends through the term of the agreement, which would result from this proposal.

The size of this facility has allowed consolidation of support services for many of the company's community operations, which has proved beneficial for each of the operations that moved to this location. From the El Monte location Southland Transit operates and maintains vehicles for operations in support of the Cities of El Monte, Arcadia, Monrovia, Baldwin Park, Pico Rivera, Alhambra and Covina, as well as vehicles in operation for the County of Los Angeles Whittier dial-a-ride and fixed route service. This has allowed for maintenance in a fully equipped maintenance shop that is staffed 24 hours a day.

The Southland Transit Call Center in El Monte supports all the operations listed above as well as the West Covina and La Puente dial-a-ride operations. The Los Angeles County operations have a dedicated service center which allows for a cost savings on each contract and a better operation as other fully trained service people are available for assistance and back up when needed.

The facility provides several major benefits to our clients:

- The site has exceptional security walls and fencing and is staffed 24 hours per day providing enhanced protection of the City's vehicle assets.
- Washing and detailing facilities are better than that we had at the previous site for this service, thus improving vehicle appearance.
- Fare counting is handled at one central facility providing improved reporting.
- Dispatch and management are located together so that our managers are always aware of conditions in the field.

This facility provides exceptional access and availability to the service area for the Whittier service.

D. Maintenance Program

Maintenance excellence is a major commitment for Southland Transit, Inc. We have developed an outstanding reputation among clients for developing and maintaining standards that guarantee our maintenance quality is of the highest level. Our record with clients who subject vehicles to third party inspections is superior. The program outlined below exceeds the requirements of this RFP by a substantial margin.

1. Preventive Maintenance Program

Our preventive maintenance program consists of the following service/inspection elements:

| Inspection/Service Description | Frequency |
|---|--------------------------------|
| Driver Daily Vehicle Condition Inspection | Daily by each driver |
| Vehicle Cleaning and Washing | Every other day unless raining |
| Periodic Vehicle Detailing Service | Per Contract or Annually |
| Preventive Maintenance Service – A | 21 Work Days/3,000 Miles |
| Preventive Maintenance Service – LOF (Includes analysis) | 60 Days or 5,000 Miles |
| State Required Emission Testing | Per State Requirements |
| Preventive Maintenance Service – Brakes | Customized to Duty Cycle |
| Preventive Maintenance Service – Engine | Per Manufacturer Specs |
| Preventive Maintenance Service – Transmission | Per Transmission Specs |
| Preventive Maintenance Service – Cooling System | Annually Plus Testing |
| Preventive Maintenance Service – Electrical System | Annually Plus Testing |
| Preventive Maintenance Service – Air Conditioning Systems | Annually |

Driver Daily Vehicle Condition Inspection

Prior to putting a vehicle into service the driver is required to perform a detailed pre-trip inspection of their assigned vehicle. Any defects or concerns are noted on the Daily Vehicle Inspection Report (DVIR), a copy of which is forwarded to the Lead Mechanic, who then opens a work order and schedules the repairs. Repairs are prioritized to ensure that all safety related defects are completed before the vehicle goes into service. All defects reported by drivers are addressed within 24 hours of being reported. Safety related defects are repaired before the vehicle is dispatched again. Each driver cycles all lifts on their vehicle prior to the start of revenue service. Except in emergency situations, a vehicle is not allowed in service with an inoperative lift. Drivers are thoroughly trained in pre-trip inspection requirements and are not allowed in revenue service until they can demonstrate full proficiency in conducting the appropriate inspection for the type or types of vehicles they will be called upon to operate. The effective performance of these inspections is a major item of emphasis for our service monitors. Drivers are also expected to leave their vehicle broom clean at the end of the day.

Vehicle Cleaning

Appearance and condition are paramount to operating an efficient and comfortable transportation system. Our program ensures the fleet is clean, well maintained and presentable to our customers and to the employees who use these vehicles to provide service to our

customers. At the end of each service day, vehicles are fueled. The utility workers ensures that all fluids are checked and topped-off, tire condition and air pressure checked, and the overall condition of the interior and exterior inspected, with special attention being given to seat damage, graffiti, or other vandalism that may have taken place since the start of the day. Each day one of the vehicles will have the interior washed so that all vehicles will meet the one interior wash per week standard outlined in the specifications. After the fluid and visual inspection is completed the utility worker will record the mileage, amount of fuel, oil and other fluids dispensed; sweep or mop the interior of the vehicle as necessary; clean the windows, seats, and drivers' area; and remove any graffiti.

Every weekend the interior of vehicles will be checked and repair and/or replacement of window inserts, seat inserts, seat upholstery, graffiti, window glass and schedule holders will be undertaken as needed. Each vehicle will have its seat shampooed monthly. We have also made provision in our proposal for annual detailing of every vehicle in the fleet, the schedule for which will commence as soon as we start the contract. This detailing will be done by an outside resource.

The vehicle exterior is washed every other day except when rainy, in which case it is washed every day, all per contract specifications. Once a week the vehicle will be subject to more extensive cleaning; at a minimum this cleaning will include ceiling panels, handrails, side panels, seat frames, wheel wells, driver area, modesty panels, door and step areas, destination sign glass, windows, floors, and AC grills. When completed, the vehicle is parked in its assigned place and properly secured.

Preventive Maintenance Inspection - A

Vehicles are inspected every 20 to 21 working days or, for higher mileage vehicles, 200-250 miles in advance of the 3,000-mile mark. This exceeds all regulatory requirements and allows us to move more repairs into the preventive and predictive categories. The inspections use the vehicle manufacturer's and component manufacturer's recommended service cycles as well as all seasonal or campaign work that may be required. The vehicle repair history is reviewed and any scheduled predictive maintenance items or open defects are repaired at this time.

State Required Emission Testing

We have agency/city/county owned vehicles on 15 existing contracts and have the responsibility for emission testing in every one of those instances. Southland is well prepared to insure that this regulatory requirement is met.

Preventive Maintenance Inspection – Lube, Oil, Filters

Engine oil is changed generally with every other monthly inspection. This results in a change interval of between 3600 and 5000 miles depending on the vehicle assignment. Required lubrication points are addressed on the monthly inspection rather than at the time of engine oil change since these items are part of the monthly inspection checklist.

Preventive Maintenance Inspection - Brakes

At the time that we take over a fleet of vehicles on a new contract a thorough examination of the vehicle history is made to develop a specific brake maintenance interval targeted to the

duty cycle and repair experience. These intervals are evaluated on a continual basis and supplemented by careful inspection of brake condition on each "A" inspection. If the "A" inspection shows a need for earlier brake maintenance the inspection will be conducted either immediately or at another interval, which allows us to address the condition effectively. Careful measurements are taken and recorded at each brake inspection so that a wear profile can be developed for each type of vehicle in the fleet. This wear profile is then used to refine the preventive maintenance scheduling. The brake inspection incorporates a step where the foreman reviews the brake work just prior to reinstallation of the wheels and/or drums.

Preventive Maintenance Inspection - Engine

Engine technology has evolved to the point where no single policy can address all of the requirements for engine services. We develop a specific program, based on manufacturer's recommendations, for each facility, which addresses the engine models in the fleet. This program includes written forms providing effective direction for the technician in accomplishing the service.

Preventive Maintenance Inspection - Transmission

Transmissions are maintained in accordance with the individual manufacturer's recommendations. Careful attention is paid to the condition of the transmission fluid and the amount of wear material found in the transmission pan. Burnt fluid or the presence of bearing material will be cause for replacement of the transmission before return to service.

Preventive Maintenance Inspection – Cooling System

Cooling system maintenance has become an important step for insuring that the maximum life is obtained from engines. On an annual basis each cooling system will be tested to insure that appropriate concentrations of cooling system additive are maintained to optimize engine life.

Preventive Maintenance Inspection – Electrical System

Accessible transit service is hard on electrical systems, due in great part to the frequent cycling of wheelchair lift equipment. On an annual basis each electrical system will be thoroughly tested to insure optimal performance. This inspection will include a battery load test to disclose the need for replacement of any weakening batteries.

Preventive Maintenance Inspection – Air Conditioning System

Air conditioning systems are maintained in specific conformity to each manufacturer's requirements. All repairs and maintenance functions are performed by certified mechanics in strict conformity to current environmental standards for air conditioning service. Monthly reporting on the Preventive Maintenance Monthly Form documents all air conditioning preventive maintenance. Annually, during the month of March, a specific campaign will be undertaken to insure that each air conditioning system is adequately prepared to provide effective service throughout the season when air conditioning performance will be taxed. This inspection will include, state of charge, condition of compressors and compressor drive systems, and condition of the condenser.

Preventive Maintenance Inspection – Wheelchair Lift Equipment

During each Preventive Maintenance Inspection a thorough check of the wheelchair and lift equipment is undertaken. Wheelchair lifts are tested with a minimum of 500 pounds deadweight and 750 pounds maximum weight to insure compliance with ADA requirements. On an annual basis a detailed inspection is done of every lift component to insure that wear is within acceptable standards. This inspection is done with all shields and panels removed so that every element of the system can be seen and evaluated. Particular attention is paid to wear at pivot/swivel points, integrity of barrier mechanisms, fluid leakage, wiring integrity, and general structural integrity.

2. Maintenance Record Keeping

Southland Transit has developed its own proprietary maintenance management system. The system was built in Microsoft Access in consultation with Simetra Systems, our long time data management and reporting system partner. Unlike many off the shelf programs this system was designed specifically for passenger transportation vehicle maintenance and shop management. Our system features all of the following capabilities:

- Preventive maintenance scheduling for four separate levels of preventive maintenance.
- Fuel consumption tracking (also provides mileage inputs for PM scheduling).
- Repair order management with technicians entering their repairs directly into the system.
- Storage of frequently used repair operations to minimize input.
- Storage of parts data to assist in inventory management and further minimize data input.
- Vehicle inventory management.
- Road call reporting.
- Complete vehicle maintenance cost reporting.
- Maintenance schedule compliance reporting.
- Tracking of warranty repairs.

3. Handling Service Defects

Maintenance and Road Service

Maintenance required as a result of a road failure is performed as quickly as possible in order to ensure that our customers are not adversely affected by a delay in service. As soon as the dispatcher is notified of a failure s/he notifies the maintenance manager or mechanic on duty who will then dispatch a mechanic to the defective vehicle in a properly equipped and supplied service truck. Another vehicle with a stand-by driver will be dispatched to fill in on the route, thereby minimizing any disruption to service. Upon arrival by the mechanic, the problem will be assessed and determination made as to whether the vehicle can be made operable or will require a tow. In the event that the mechanic on-site cannot repair the vehicle on-site or safely bring the vehicle to the facility, a flat bed tow truck will be dispatched.

Reports of each road failure are reviewed periodically in order to determine if there is a pattern of failures that would indicate the need for changes in preventive maintenance inspections, pre-trip procedures, or other maintenance procedures. The history is also reviewed in order to determine cycles for preventive maintenance inspection.

Body Repair

All major exterior or interior damage as a result of accidents, road conditions, vandalism or graffiti results in immediate removal of the vehicle from service. Repairs are completed prior to the vehicle returning to service. A detailed inspection of the vehicle is conducted after repair to ensure that repairs have been properly performed and that no other physical or mechanical damage exists. Minor body damage is reported to maintenance via driver's DVRs and the fueler/washers' daily reports. The repair of all minor damage is scheduled for completion within the same week it is reported. Graffiti is removed immediately. An outside contractor will perform all major accident damage, body repair and painting. Selection of vendors for body repair and painting will be subject to the approval of our client in the case of client owned vehicles.

Major Component Failure

All component failures are evaluated to determine the cause of failure; this evaluation coupled with Original Equipment Manufacturer (OEM) rebuild recommendation forms the basis for rebuild decisions. Repairs are done so that all vehicles remain in the OEM configuration. In the case of engine, transmissions or other major component failure, a physical inspection of the component, including disassembly, is done. If necessary, a review of maintenance records and fluid analysis data is made to determine the cause of failure, rebuilding requirements, and any potential fleet defect or warranty problems. All component rebuilds, as well as engine and transmission replacements will be completed by OEM certified repair facilities.

E. On-Going Service Operations

1. Road Operations

a. Road Supervision

Our road supervisors are all certified drivers equipped with an accessible paratransit vehicle so that supervisors can provide immediate replacement service should the need arise, such as when there are wheelchair problems, breakdowns, incidents, etc. In addition to the road supervisors' traditional spot check and general supervisory duties they are trained in accident and incident investigation so that a professional report can be developed for any major service failure.

One of the main purposes of road supervision is to provide support to our drivers on the road. We work at having the drivers perceive road supervisors as a support service that is available to the driver whenever a situation or problem might arise. This type of teamwork encourages communication and faster resolution of service problems than a system where a road supervisor's main objective is to simply watch and grade the people they oversee.

We have made front line accountability the foundation of our service delivery. This is also a duty of the road supervisor, who insures that the drivers are ready and fully equipped to begin service.

b. Response to Vehicle Breakdowns

Any discussion of breakdown response should be prefaced with breakdown prevention. We emphasize vehicle maintenance in every operation as the prime method by which to reduce breakdowns. Of course breakdowns do happen and in those instances we will respond on three tracks. The first step is to get a mechanic on the radio with the driver. We often find that some simple issue is causing the vehicle problem and the driver can be instructed on how to get the bus back in service. An example of this is a wheelchair lift access door that is not fully latched, causing the vehicle interlock to render the vehicle inoperative; a simple relatching of the door gets the vehicle back on the road. The second step, and the most important, is getting another bus on the line and back on schedule. We expect that, with the excellent supervisor coverage for this operation and proximity to the service area, we should be able to restore service within 30 minutes with an ADA compliant vehicle. In the afternoon when traffic intensifies that 30-minute time could extend to a possible 45 minutes, depending on the location of the down vehicle. The third step is the dispatching of a mechanic to validate the condition of the bus and handle getting the bus off the street. In all cases a mechanic should be at the bus within the above time limit. The mechanic timing will not affect the passengers since service will already have been recovered with a substitute bus.

c. Lunch Breaks

We comply with California labor standards on scheduling of lunch periods. Time and time again we have taken over services where drivers were not afforded the lunch breaks. In addition to being a California legal requirement, we believe that regular lunch breaks contribute to enhanced system safety. The change to or even enforcement of taking lunch breaks is not always a popular measure with drivers, who prefer being paid for the time, even if it means no lunch. We handle this by scheduling the lunch break in the Trapeze system.

d. Passenger Disturbances & On-Board Security

Our first objective is to minimize disturbances with effective driver training. We have a very specific training module regarding problem passengers that teaches drivers effective techniques for defusing potential passenger disturbances. We will also have strong support for our drivers from supervisors. Drivers always have the ability to have a supervisor at the bus within minutes to render assistance through use of the supervisor's handheld radio.

In each of our communities we have also developed excellent working relationships with the local police. Through direct communication with the supervisor it will be possible for drivers to access the police directly when there is an incident that might jeopardize the safety of the driver or passengers. We have used the police effectively on a number of occasions when a passenger was causing a disturbance on the bus. In those instances the driver continued the route to prevent further provoking the perpetrator and was met by the police at a prearranged stop.

2. Quality Assurance

a. Accident Reporting & Incident Investigation

While we do everything possible in our training and ongoing safety meetings to avoid accidents, they do occur and we train our employees how to handle those situations. Our practices meet the standards of good practice as well as the requirements set forth in SOW. Every driver undergoes training regarding the handling of an accident situation. The driver immediately contacts dispatch and/or the road supervisor when an accident occurs. Dispatch then coordinates an appropriate response.

The driver is trained to seek appropriate information at the accident scene, which is reinforced by the arrival of a road supervisor or member of management personnel. Pictures are taken at the scene for thorough documentation.

Accidents which take place with consumers on board, or when an accident will cause a delay in service are reported immediately. If needed a road supervisor or cover driver will use a vehicle to keep service on time.

Incident report forms are kept available for all workers in order to document passenger disturbances, wheelchair lift failures, and road failures.

b. Internal Process to Avoid Problems & Complaints

At Southland our first and primary goal is to avoid service problems. We are constantly monitoring our own performance in this pursuit. We believe that the rider must be satisfied and we want to develop and use the appropriate tools to assure that customers have all the opportunities necessary to let us know how the service is working.

In order to focus this goal we have established a framework that has us, as a company, investigating and identifying causes and a response to every service defect, no matter how the defect is identified. We have found that the most common occurrence is a call from a client reporting a problem. Every staff person is trained to prepare a report form based on the customer's input, this report immediately goes to each individual involved so that the cause of the incident can be identified and, more importantly, a determination can be made as to what corrective action is required to prevent recurrence.

We also encourage the use of these reports by our road staff, including drivers. There are times when a driver feels that a problem arose due to the actions of a rider, dispatch, or management. Such problems do not always lead to formal complaints, but are issues that should be investigated and evaluated before larger problems occur. This form allows for driver input, and initiation of a process for determination and correction.

We encourage this two-way process of identifying problems because we have found that it creates a team-oriented approach to problem solving, rather than a "blame-oriented" approach. The process has also provided valuable input from the employees who have to work the nuts and bolts of the system, and is a major empowerment tool for our road staff.

Despite this commitment to preventing problems and complaints, problems do occur. Throughout the training of all staff, drivers, dispatchers, mechanics, road supervisors, and managers, it is emphasized that any problem or complaint should be reported immediately to management staff for action and resolution. Southland management personnel are evaluated on their ability to foster an environment where all problems and complaints are reported, as well as on their responsiveness to riders, and to client staff in handling problems as they arise.

3. Security Plan

Of course there are dangers beyond those of passengers who become difficult while riding. We have a Security & Emergency Preparedness Guide prepared in consideration of the November 2006 FTA Transit Agency Security and Emergency Management Protective Measures. Our plan addresses some of the many possible events that could disturb operations. It can be used as a guide for every location to discuss and consider responses to events that can arise, and can be added to by each location as they devise a response and list of contacts and resources.

F. Communications Requirements

1. Cell Phone Access

In accordance with the RFP requirements our Manager and road supervisor carry cell phones that make them available during service hours. Additionally, Southland's Chief Operating Officer carries a cell phone which is answered directly by him, as County staff well knows from working with him over the past several years. This number is available to all our clients and makes him available to respond on issues affecting service at a level not matched by most transportation companies in the country. We do not believe that any firm can compete with Southland in terms of the accessibility of senior management.

2. Internet Connection

We have long believed in the importance of keeping our locations in contact with a computer network and Internet connection, as well as providing sufficient computers and updated software so that staff can keep current on all record keeping requirements. The El Monte facility has this currently.

Connectivity is essential to our operation as we long ago set up a payroll and time control system managed from the facility. Payroll is entered once at the local facility and is then transmitted directly to the payroll provider as well as to management. The local facility is able to run a copy of the completed time breakdown for each employee at the facility, prior to its final transmission. This has allowed us to avoid problems in missing hours or other issues that cause incorrect paycheck amounts. Additionally it avoids the common problems of double entry of time amounts.

Key personnel are always assigned individual e-mail accounts to enhance communication with the client, as well as staff and departments throughout the company.

G. Project Reporting

1. County Required Reporting

Southland is well prepared to meet the reporting requirements of our customers; in fact, we have developed distinctly different reporting criteria for each of our clients. We are always ready to make modifications or refinements necessary to insure that our reporting meets the information needs of the County staff.

Although reporting requirements for transit contracts are extensive, they are easily managed when the project staff is given appropriate tools, and the contractor has a commitment to supporting staff through the development of routines for collecting and reporting required information. We provide a state-of-the-art computer network that allows our staff to collect and manage complicated data effectively.

2. NTD Reporting

Most of our current contracts require NTD reporting and we are well versed in the required reporting process. In many of our existing community transit operations we have assumed primary responsibility for reporting the data to the MTA since our client systems typically have limited staff to handle these reporting functions. To assist in this we have had supported and encouraged our managers to take courses to train them to meet NTD reporting requirements.

IV. Subcontractors

With the exception of the small number of projected taxi trips, we do not subcontract any of our services, preferring to control the service our company provides. The only firms that will be used are vendors. Those projected taxi trips will be provided by San Gabriel Transit, Inc. (SGT), a firm that is an affiliate of Southland by reason of common ownership and a firm with which STI shares a headquarters' address. All taxis/drivers used for LA County trips will be taxis/drivers who are approved for service in the Access Services (ASI) ADA system and have met the background check and drug testing requirements established for ASI service.

V. Equipment (Proposer Provided Vehicles)

Southland has the ability to move very rapidly in any case where LA County needs the company to supply a contractor provided vehicle. We currently have provided up to two contractor provided vehicles on our LA County Whittier Dial-a-Ride and have provided up to three contractor provided vehicles on our LA County Whittier fixed-route service.

We source contractor provided vehicles from Creative Bus Sales, the leading supplier of vehicles to LA County local transit operators. Creative has in stock every type of vehicle that might be requested, including several sizes of cutaway vehicles as well as low-floor paratransit minivans.

Vehicles will meet all County specifications identified in Exhibit 1 of the RFP and be subject to prior approval by County staff.

VII. Licenses and Certifications

Southland Transit is acutely aware of its responsibilities as a regulated carrier. For a dial-a-ride system like the Whittier service those requirements are as follows:

- ❑ **Drivers.** Each driver holds the license that meets the requirements for the vehicle they drive. Every driver is also enrolled in the DMV pull notice program and has their record extract specifically reviewed by our safety staff. All safety sensitive personnel are subject to pre-employment and random drug testing as required by federal regulation.
- ❑ **Safety/training staff.** All classroom training and DMV employer testing is conducted by staff employees who are properly certified for those activities. James Hawkes, our Director of Safety and Training is a Transportation Safety Institute Associate, which means he not only is qualified to conduct classroom training for new drivers but is also certified to conduct training classes for new TSI instructors. Behind-the-wheel training is conducted by experienced staff who have been specifically trained by James in behind-the-wheel training techniques.
- ❑ **Supervisory staff.** Every member of the supervisory staff at this facility are and will continue to be certified to drive every vehicle assigned to the terminal.
- ❑ **Maintenance Management.** Wayne Seale, our Director of Maintenance, is an ASE Certified Master Auto Technician and also holds ASE Certification in alternate fuel technologies. Wayne has been testing toward his Master Tech rating in Heavy Duty Trucks and expects to complete that soon. Our proposed maintenance supervisor does not currently have the requested ASE certifications. He will begin to work on obtaining those.
- ❑ **CHP Certification.** Southland is registered with the CHP and our Motor Carrier number is 216255. It appears on all CHP inspections of Southland facilities. As required by the specifications our last three years of CHP inspections for the El Monte facility can be found in the following pages.

As the incumbent contractor on this service, the licenses and medical certificates of our drivers have been regularly audited by County staff when looking at living wage issues. We verify that these documents are maintained and checked regularly, by County staff and in-house safety and training staff. We are not however providing copies of these records for submission with this proposal as the documents contain the employee's personal information. If copies of these records are required for the County's evaluation, we request that the County designate a single person for us to share this information with so that as an employer we can assure the most limited distribution/retention of this sensitive identification and personal data.

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
**SAFETY COMPLIANCE REPORT/
TERMINAL RECORD UPDATE**
CHP 343 (Rev. 10-00) OPI 062

| | | | | |
|---|------------------|----------------------------|-----------------------------------|-------------------------------|
| NEW TERMINAL INFORMATION <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | CA NUMBER 216255 | FILE CODE NUMBER 258682 | COUNTY CODE LA / 19 |
| CARRIER TYPE Bus | CODE B | OTHER PROGRAM G | LOCATION CODE 525 | SUBAREA S31 |

TERMINAL NAME
Southland Transit, Inc.

TELEPHONE NUMBER (W/ AREA CODE)
626-258-1310

STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)
3650 Rockwell Ave. El Monte, CA 91731

MAILING ADDRESS (NUMBER, STREET, CITY, ZIP CODE) (IF DIFFERENT FROM ABOVE)
same

LICENSE AND FLEET 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- 78 II- 0 | DRIVERS 126 |
| EXP. DATE N/A | EXP. DATE N/A | EXP. DATE N/A | REG. CT N/A | HW VEHICLES N/A | HW CONTAINERS N/A | CSAT <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

EMERGENCY CONTACTS (In Calling Order of Preference)

| | | |
|--|--|--|
| EMERGENCY CONTACT (NAME) Stacey Murphy | DAY TELEPHONE NUMBER (W/ AREA CODE) 626-258-3389 | NIGHT TELEPHONE NUMBER (W/ AREA CODE) 818-381-7693 |
| EMERGENCY CONTACT (NAME) Jim Harwood | DAY TELEPHONE NUMBER (W/ AREA CODE) 626-258-1332 | NIGHT TELEPHONE NUMBER (W/ AREA CODE) 626-230-1892 |

ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL FOR LAST YEAR (2007)

| | | | | | | | | |
|---|--|---|---|--|--|--|---|---|
| <input type="checkbox"/> A UNDER 15,000 | <input type="checkbox"/> B 15,001 50,000 | <input type="checkbox"/> C 50,001 100,000 | <input checked="" type="checkbox"/> D 100,001 500,000 | <input 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 |
|---|--|---|---|--|--|--|---|---|

OPERATING AUTHORITIES

| | | | | |
|-------------------|---------------|--------------------|--|-------------------|
| PUC T- N/A | T- N/A | TCP PSC N/A | TCP PSC N/A | US DOT N/A |
| ICC MC N/A | MC N/A | MCP N/A | REASON FOR INSPECTION Annual Bus Terminal Inspection | |

| REQMTS | VIOL | INSPECTION RATINGS: S=Satisfactory U=Unsatisfactory C=Conditional UR=Unrated N/A=Not Applicable | | | | | | | | | | | | | | | | | | | |
|------------------------|------|---|-----|-------------|-----|------------------------------|-----|------|-----|--|-----|---------------------|-----|----------|---|------|---|------|-----|------|-----|
| | | MAINTENANCE PROGRAM | | | | DRIVER RECORDS | | | | REG. EQUIPMENT | | HAZARDOUS MATERIALS | | TERMINAL | | | | | | | |
| MAINTENANCE PROGRAM | 1 | 1 S | 2 S | 3 S | 4 S | 1 S | 2 U | 3 S | 4 S | 1 S | 2 S | 3 S | 4 S | 1 n/a | 2 | 3 | 4 | 1 S | 2 U | 3 S | 4 S |
| DRIVER RECORDS | 2 | No. 14 Time | | No. 19 Time | | No. 14 Time | | Time | | Time | | Time | | Time | | Time | | Time | | Time | |
| DRIVER HOURS | | HAZARDOUS MATERIALS <input checked="" type="checkbox"/> No HM Transported <input type="checkbox"/> No HM Violations Noted | | | | CONTAINERS/TANKS No. Time | | | | VEHICLES PLACED OUT OF SERVICE Vehicles 2 Units | | | | | | | | | | | |
| BRAKES | 3 | REMARKS Carrier is rated Satisfactory at this time. See attached 343-1 for specific violations and corrections needed to maintain a Satisfactory rating. | | | | | | | | | | | | | | | | | | | |
| LAMPS & SIGNALS | 1 | | | | | | | | | | | | | | | | | | | | |
| CONNECTING DEVICES | | | | | | | | | | | | | | | | | | | | | |
| STEERING & SUSPENSION | 2 | | | | | | | | | | | | | | | | | | | | |
| TIRES & WHEELS | 2 | | | | | | | | | | | | | | | | | | | | |
| EQUIPMENT REQUIREMENTS | 7 | | | | | | | | | | | | | | | | | | | | |
| CONTAINERS & TANKS | | | | | | | | | | | | | | | | | | | | | |
| HAZARDOUS MATERIALS | | | | | | | | | | | | | | | | | | | | | |

BIT I R NON-BIT

FEE DUE Yes No

CHP 345 CHP 100D COL

INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)
SAME

INSPECTED BY (NAME)
Shepherd

ID NUMBER
A13313

INSPECTION DATE(S)
01-02/01-03 & 01-09-08

SUSPENSE DATE
 Auto None

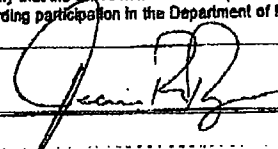
MOTOR CARRIER CERTIFICATION

I hereby certify that all violations described hereon and recorded on the attached pages (2 through 10), 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 323-844-9557 within 5 calendar days of the rating.

| | | |
|---|--|---|
| CURRENT TERMINAL RATING SATISFACTORY | CARRIER REPRESENTATIVE'S SIGNATURE <i>Stacey Murphy</i> | DATE 01-02/01-03 & 01-09-08 |
| CARRIER REPRESENTATIVE'S PRINTED NAME Stacey Murphy | TITLE Operations Manager | DRIVER LICENSE NUMBER N4731169 |
| | | STATE CA |

Destroy Previous Editions

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TRANSIT OPERATOR COMPLIANCE CERTIFICATE
CHP 339 (Rev 7-90) OPI 062

| | |
|--|------------------------|
| TRANSIT OPERATOR NAME | |
| Southland Transit Inc. | |
| ADDRESS | TELEPHONE NUMBER |
| 3650 Rockwell Ave. | (626)258-1310 |
| CITY | ZIP CODE COUNTY |
| El Monte, California | 91731 Los Angeles / 19 |
| This is to certify that the above named transit operator was inspected on this date and found to be in compliance with California Vehicle Code Section 1808.1, regarding participation in the Department of Motor Vehicles Pull Notice Program, and with Section 12804.6, regarding transit bus operator certificates. | |
| ISSUED BY | I.D. NUMBER DATE |
|  | A12829 12/13/06 |

Destroy previous editions.

STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
SAFETY COMPLIANCE REPORT /
TERMINAL RECORD UPDATE
 CHP 343 (Rev. 10-00) OPI 082

| | | | |
|---|---------------------|----------------------------|----------------------|
| NEW TERMINAL INFORMATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | CA NUMBER 216255 | FILE CODE NUMBER 258682 | COUNTY CODE 19 |
| CARRIER TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus | CODE E | OTHER PROGRAM B | LOCATION CODE 525 |
| | | SUBAREA 531 | |

TERMINAL NAME
SOUTHLAND TRANSIT, INC

STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)
3650 ROCKWELL AVE EL MONTE, CA, 91731

MAILING ADDRESS (NUMBER, STREET, CITY, ZIP CODE) (IF DIFFERENT FROM ABOVE)

TELEPHONE NUMBER (W/ AREA CODE)
(626) 258-1310

LICENSE AND FLEET INFORMATION

| | | | | | | |
|-----------|--------------|-------------|------------------|--------------------|---------------------------|---|
| H/LIC NO. | HWT REG. NO. | IMS LIC NO. | TRUCKS AND TYPES | TRAILERS AND TYPES | BUSES BY TYPE 1-18 II- | DRIVERS 16 |
| EXP. DATE | EXP. DATE | EXP. DATE | REG. CT. | HW VEH. | HWY CONT. | CSAT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

EMERGENCY CONTACTS (In Calling Order of Preference)

| | | |
|---|--|--|
| EMERGENCY CONTACT (NAME) DIANEAN HARRIS | DAY TELEPHONE NUMBER (W/ AREA CODE) (626) 258-3389 | NIGHT TELEPHONE NUMBER (W/ AREA CODE) (626) 393-8961 |
| EMERGENCY CONTACT (NAME) WAYNE SEALE | DAY TELEPHONE NUMBER (W/ AREA CODE) (626) 483-1174 | NIGHT TELEPHONE NUMBER (W/ AREA CODE) (626) 483-1174 |

ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL FOR LAST YEAR (2005)

| | | | | | | | | |
|----------------|--------------------|---------------------|----------------------|------------------------|--------------------------|--------------------------|---------------------------|------------------------|
| 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 |
|----------------|--------------------|---------------------|----------------------|------------------------|--------------------------|--------------------------|---------------------------|------------------------|

OPERATING AUTHORITIES

| | | | | |
|---|---|---|---|------------|
| PUC <input type="checkbox"/> MC <input type="checkbox"/> MX | T <input type="checkbox"/> MC <input type="checkbox"/> MX | T <input type="checkbox"/> TCP <input type="checkbox"/> PSC | T <input type="checkbox"/> MCP <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A | US DOT NO. |
|---|---|---|---|------------|

| | | | | | | | | |
|---------------------|---|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| INSPECTION FINDINGS | INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated N/A = Not Applicable | | | | | | | |
| | REQUIREMENTS | HAZARDOUS MATERIALS | HAZARDOUS MATERIALS | HAZARDOUS MATERIALS | HAZARDOUS MATERIALS | HAZARDOUS MATERIALS | HAZARDOUS MATERIALS | HAZARDOUS MATERIALS |
| REQUIREMENTS | HAZARDOUS MATERIALS | HAZARDOUS MATERIALS | HAZARDOUS MATERIALS | HAZARDOUS MATERIALS | HAZARDOUS MATERIALS | HAZARDOUS MATERIALS | HAZARDOUS MATERIALS | HAZARDOUS MATERIALS |
| REQUIREMENTS | HAZARDOUS MATERIALS | HAZARDOUS MATERIALS | HAZARDOUS MATERIALS | HAZARDOUS MATERIALS | HAZARDOUS MATERIALS | HAZARDOUS MATERIALS | HAZARDOUS MATERIALS | HAZARDOUS MATERIALS |

HAZARDOUS MATERIALS

BIT
 I R X

NON-BIT
 Yes No

FEE DUE
 Yes No

CHP 345

CHP 100D COL.

INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)
SAME

INSPECTED BY (NAME)
T. FENNER

INSPECTOR ID NUMBER
A13707

INSPECTION DATE(S)
8/16-17-18/06

SUSPENSE DATE
None

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations described hereon and recorded on the attached pages (2 through 19) 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 Unsatisfactory | CARRIER REPRESENTATIVE'S SIGNATURE J. Harris | DATE 8/18/06 |
| CARRIER REPRESENTATIVE'S PRINTED NAME Jarion Harris | TITLE Director of Circulation | DRIVER LICENSE NUMBER C-461757 |

STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
**SAFETY COMPLIANCE REPORT/
 TERMINAL RECORD UPDATE**
 CHP 343 (Rev. 10-00) OPI 062

| | | | | |
|---|--------------------|------------------------------|-----------------------------------|--------------------------|
| NEW TERMINAL INFORMATION <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | CA NUMBER 216255 | FILE CODE NUMBER 258682 | COUNTY CODE 19 |
| CARRIER TYPE Bus | CODE Bus | OTHER PROGRAM GPPV | LOCATION CODE 525 | SUBAREA S31 |

| | |
|---|--|
| TERMINAL NAME Southland Transit | TELEPHONE NUMBER (W/ AREA CODE) (626) 258-1310 |
| STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE) 3650 Rockwell, El Monte, CA 91731 | |
| MAILING ADDRESS (NUMBER, STREET, CITY, ZIP CODE) (IF DIFFERENT FROM ABOVE) | |

| LICENSE AND FLEET INFORMATION | | | | | | |
|-------------------------------|------------|-------------|------------------|--------------------|--------------------------------------|---|
| HM LIC. NO. | HWT REG NO | IMS LIC. NO | TRUCKS AND TYPES | TRAILERS AND TYPES | BUSES BY TYPE I- 34 II- 15 | DRIVERS 50 |
| EXP DATE | EXP DATE | EXP DATE | REG CT | HW VEHICLES | HW CONTAINERS | CSAT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

| EMERGENCY CONTACTS (In Calling Order of Preference) | | |
|---|--|--|
| EMERGENCY CONTACT (NAME) Darian Harris | DAY TELEPHONE NUMBER (W/ AREA CODE) (626) 258-3389 | NIGHT TELEPHONE NUMBER (W/ AREA CODE) (626) 393-8961 |
| EMERGENCY CONTACT (NAME) Wayne Seale | DAY TELEPHONE NUMBER (W/ AREA CODE) (626) 483-1174 | NIGHT TELEPHONE NUMBER (W/ AREA CODE) (626) 483-1174 |

| ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL FOR LAST YEAR [2004] | | | | | | | | |
|--|--|---|---|--|--|--|---|---|
| <input type="checkbox"/> A UNDER 15,000 | <input type="checkbox"/> B 15,001-50,000 | <input type="checkbox"/> C 50,001-100,000 | <input checked="" type="checkbox"/> D 100,001-500,000 | <input 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 |

| OPERATING AUTHORITIES | | | |
|---------------------------------|--|----------------------------------|----------------------------------|
| PUC T- <input type="checkbox"/> | T- <input type="checkbox"/> | TCP PSC <input type="checkbox"/> | TCP PSC <input type="checkbox"/> |
| US DOT <input type="checkbox"/> | REASON FOR INSPECTION Annual B-Bus Terminal Inspection | | |

| INSPECTION FINDINGS | | INSPECTION RATINGS: S=Satisfactory U=Unsatisfactory C=Conditional UR=Unrated N/A=Not Applicable | | | | | | | | | |
|---|---|---|--------------------------|-----------------------------|--|--|--|---------------------|--|----------|--|
| REQMTS | VIOL | MAINTENANCE PROGRAM | | DRIVER RECORDS | | REG EQUIPMENT | | HAZARDOUS MATERIALS | | TERMINAL | |
| MAINTENANCE PROGRAM | 1 | 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 2 A 3 N 4 A | 1 S 2 S 3 S 4 S | | | | | |
| DRIVER RECORDS | 1 | No. 15 Time | No. 13 Time | No. 15 Time | | | | | | | |
| DRIVER HOURS | | HAZARDOUS MATERIALS <input checked="" type="checkbox"/> No HM Transported <input type="checkbox"/> No HM Violations Noted | | CONTAINERS/TANKS No Time | | VEHICLES PLACED OUT OF SERVICE Vehicles Units | | | | | |
| BRAKES | 1 | REMARKS | | | | | | | | | |
| LAMPS & SIGNALS | | <p>1808.1(c) VC Carrier does not obtain periodic Pull Notice System reports. Carrier shall obtain a periodic report from the Department of Motor Vehicles at least once every 12 months. Carrier does not have current Pull Notice Reports on file for Drivers Mellissa Avar and Yohani Perez, carrier has contacted the DMV, PPN Unit in SACTO prior to terminal inspection to obtain reports as of this date DMV has not sent reports to carrier.</p> <p>See attached 343-1 for additional violations and directives to carrier.</p> | | | | | | | | | |
| CONNECTING DEVICES | | | | | | | | | | | |
| STEERING & SUSPENSION | | | | | | | | | | | |
| TIRES & WHEELS | | | | | | | | | | | |
| EQUIPMENT REQUIREMENTS | 1 | | | | | | | | | | |
| CONTAINERS & TANKS | | | | | | | | | | | |
| HAZARDOUS MATERIALS | | | | | | | | | | | |
| BIT | NON-BIT | FEE DUE | CHP 343 | CHP 1000 COL | INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY) | | | | | | |
| <input type="checkbox"/> I <input type="checkbox"/> R <input checked="" type="checkbox"/> | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | |

| | | | |
|---|----------------------------|---|---|
| INSPECTED BY (NAME) R. Swanson, T. Finnerty | ID NUMBER A10202 | INSPECTION DATE(S) A9025 07/13/05 | 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 _____ within 5 calendar days of the rating. | | | |
| CURRENT TERMINAL RATING SATISFACTORY | CARRIER REPRESENTATIVE'S SIGNATURE <i>X Darian Harris</i> | | DATE 07/15/05 |
| CARRIER REPRESENTATIVE'S PRINTED NAME Darian Harris | TITLE Director of Operations | DRIVER LICENSE NUMBER | STATE |

CONTINUATION

CHP 543-1 (REV 10-07) OPI 062

| | | |
|--------------|-----------------------------------|----------------------|
| DATE | 07/13/05 | CHP 343 |
| CARRIER NAME | South and Transit | CA NUMBER 216255 |
| ADDRESS | 3650 Rockwell, El Monte, CA 91731 | REG NUMBER 256682 |

REMARKS

13 CCR 1234(c) Carrier is required to maintain a complete record of required documents for each driver they employ.

School bus, SPAB, youth bus, farm labor vehicles and GPPV carriers shall maintain a record of required documents for each driver they employ. The carrier shall notify each driver of the expiration date of the documents listed in (1) through (4), and the carrier shall ensure each document is renewed prior to expiration.

The record shall contain the following data:

- (1) Driver's license class, number, restrictions and expiration date
- (2) Driver's certificate restrictions, expiration date, certification issuance date and driver's date of birth.
- (3) Date medical certificate expires
- (4) Expiration date of driver's first aid certificate, license as a physician and surgeon, osteopath, or registered nurse, or certificate as a physician's assistant or emergency medical technician when such certificate or license is used to obtain a waiver of the first aid examination pursuant to Vehicle Code Section 12522.
- (5) Date and number of hours of training specified in Education Code Sections 40080-40090 or Vehicle Code Section 12523 since issuance of the driver's current certificate.

25400 VC bus head signs projecting to front or sides forward of mid point must be amber in color only, and can emit a diffused light not to exceed 0.05 candela. Several buses inspected in carrier's fleet have head signs which emit a non diffused red or blue in color light to the front and sides of vehicle forward of the mid point. Carrier is directed to ensure this is corrected the only allowable color is amber and must comply with the other requirements noted in Section 25400 VC to be legal.

13 CCR 1233 carrier terminal is being rated satisfactory at this time.

VIII. Insurance

Affordable insurance has been a major challenge for many transportation providers over the past years as the industry faced the “hardest” insurance market in many years. Five years ago Southland Transit retained Marsh Risk & Insurance Services, the nation’s leading business insurance broker, to assist in restructuring our coverage and attracting insurance carriers who would work with us to control costs through better pricing and effective loss control. Southland along with its affiliated companies San Gabriel Transit, Arcadia Transit, and Network Paratransit packaged all the risks together to make the account attractive to a wider group of insurers. Using this strategy, we have developed long-term partnerships with solid carriers that allow us to provide cost effective coverage for our customers for years to come.

Copies of current insurance certificates can be found on the following pages.

Broker: Marsh & McLennan, Marsh Risk & Insurance Services

Auto Liability

Our Auto Liability coverage exceeds the contract requirement since we will be providing \$2,000,000 combined single limit coverage for vehicles seating 15 passengers or less rather than the \$1,500,000 required by the specifications. Note also that all taxis used for back up service will be insured at the \$1,000,000 level rather than the \$300,000 allowed by the specifications. These coverages are provided in primary and excess layers as follows.

- First layer coverage. \$1,000,000 combined single limit per occurrence, provided by the New Hampshire Insurance Company, a subsidiary of AIG. The company’s AM Best rating is Excellent A+XV. There is no deductible and the claims are handled directly by AIG.
- Second layer coverage. \$1,000,000 combined single limit per occurrence, provided by the Lexington Insurance Company. Lexington is a subsidiary of AIG, which is the leading provider of excess coverage in the country. Their AM Best Rating is A+XV. In addition, Southland has the capability for providing any other level of excess liability coverage required, such as the \$5,000,000 combined single limit that would be required should the County elect to use larger cutaways on any of these services.
- General Liability Coverage is provided by the same companies as shown above. Here again we have designed a program that will meet any client insurance requirement with options for combined single limits from \$1 million through \$25 million.
- Property/Collision/Comprehensive. Per contract requirements, placed with the Nova Casualty Company.

Worker’s Compensation

Our Worker’s Compensation coverage is provided by The Travelers Insurance Company, an AM Best A+XV rated carrier. We are in our fifth year with Travelers with the next annual renewal date at 4/1/08.

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
LOS-000439601-17

PRODUCER

Marsh Risk & Insurance Services
CA License #0437153
777 South Figueroa Street
Los Angeles, CA 90017
Attn: Anna M. Martinez - Ph: (213) 346 5653

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

- COMPANY
A New Hampshire Insurance Company
- COMPANY
B Lexington Insurance Company
- COMPANY
C
- COMPANY
D

629872-483-x \$1M-2007 STI:

INSURED

Southland Transit, Inc.
3650 Rockwell Avenue
El Monte, CA 91731

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|--------|---|---------------|----------------------------------|-----------------------------------|------------------------------|--------------|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR OWNER'S & CONTRACTOR'S PROT | 3039312 | 06/21/07 | 06/21/08 | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | FIRE DAMAGE (Any one fire) | \$ |
| | | | | | MED EXP (Any one person) | \$ |
| A | AUTOMOBILE LIABILITY ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS | 3039194 | 06/21/07 | 06/21/08 | COMBINED SINGLE LIMIT | \$ 1,000,000 |
| | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | PROPERTY DAMAGE | \$ |
| | GARAGE LIABILITY ANY AUTO | | | | AUTO ONLY - EA ACCIDENT | \$ |
| | | | | | OTHER THAN AUTO ONLY: | |
| | | | | | EACH ACCIDENT | \$ |
| | | | | | AGGREGATE | \$ |
| B | EXCESS LIABILITY UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM | 7297871 | 06/21/07 | 06/21/08 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | AGGREGATE | \$ 1,000,000 |
| | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL | | | | WC STATUTORY LIMITS | OTHER |
| | | | | | EL EACH ACCIDENT | \$ |
| | | | | | EL DISEASE-POLICY LIMIT | \$ |
| | | | | | EL DISEASE-EACH EMPLOYEE | \$ |
| | OTHER | | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

The County of Los Angeles, its special districts, its officials, officers and employees are included as additional insureds for all activities arising from the named insured's contracts with the County. Contracts are as follows: Whittier, et al Paratransit; East LA Paratransit and Six Area Paratransit.

CERTIFICATE HOLDER

County of Los Angeles
Transit Operations Program/ Development Division
Attn: Stefan
900 S. Fremont
Alhambra, CA 91803

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE ITS AGENTS OR REPRESENTATIVES OR THE ISSUER OF THIS CERTIFICATE

MARSH USA INC.

By: Neil Wapner

MM1(3/02)

Neil Wapner

VALID AS OF: 08/13/07

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
LOS-000414468-12

PRODUCER

Marsh Risk & Insurance Services
License No. 0437153
777 South Figueroa Street
Los Angeles, CA 90017
Attn: Anna M. Martinez - Ph: (213) 346 5653

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

- COMPANY
A LIBERTY MUTUAL INSURANCE COMPANY
- COMPANY
B
- COMPANY
C
- COMPANY
D

629872--WC-2008 STI:

INSURED

Southland Transit, Inc.
3650 Rockwell Avenue
El Monte, CA 91731

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|--------|--|--------------------|----------------------------------|-----------------------------------|---|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT | | | | GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ |
| | 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 \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$ |
| | EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL | WA7-66D-065515-018 | 04/01/08 | 04/01/09 | X WC STATUTORY LIMITS OTH ER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE-POLICY LIMIT \$ 1,000,000 EL DISEASE-EACH EMPLOYEE \$ 1,000,000 |
| | OTHER | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
EVIDENCE OF INSURANCE COVERAGE

CERTIFICATE HOLDER

DEPARTMENT OF PUBLIC WORKS
COUNTY OF LOS ANGELES
ATTN: PROGRAMS DEVELOPMENT DIVISION
TRANSIT OPERATIONS SECTION
P.O. BOX 1460
ALHAMBRA, CA 91802-1460

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

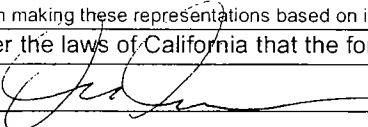
AUTHORIZED REPRESENTATIVE
Marsh Risk & Insurance Services
BY: Neil Wapner

Neil Wapner

MM1(3/02)

VALID AS OF:03/27/08

VERIFICATION OF PROPOSAL

| | | | |
|---|---|---|-------------------------|
| DATE: | THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS: | | |
| 1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES. | | | |
| 2. NAME OF SERVICE: Whittier Dial-a-Ride Service (2008-PA004) | | | |
| DECLARANT INFORMATION | | | |
| 3. NAME OF DECLARANT: David Daley | | | |
| 4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE PROPOSER(S). | | | |
| 5. MY TITLE WITH THE PROPOSER IS: Chief Operating Officer | | | |
| PROPOSER INFORMATION | | | |
| 6. Proposer's full legal name: Southland Transit, Inc. | | | |
| 7. Proposer's fictitious business name or dba (if any) | | | |
| 8. The Proposer's form of business entity is (CHECK ONLY ONE) | | | |
| <input type="checkbox"/> Sole Proprietor | | Name of Proprietor: | |
| <input checked="" type="checkbox"/> A Corporation | | Corporation's principal place of business: 3650 Rockwell Avenue, El Monte, CA 91731 | |
| | | State of incorporation: California | Year Incorporated: 2001 |
| <input type="checkbox"/> Non-profit corporation certified under IRS 501(c)3 and registered with the CA Attorney General's Registry of Charitable Trusts | | President/CEO: | |
| | | Secretary: | |
| <input type="checkbox"/> A general partnership | | Names of partners: | |
| <input type="checkbox"/> A limited partnership | | Name of general partner: | |
| <input type="checkbox"/> A joint venture of: | | Names of joint venturers: | |
| <input type="checkbox"/> A limited liability company: | | Name or managing partner: | |
| 9. The only person or firms interested in this proposal as principals are the following: | | | |
| Name: Timmy Mardrossian | Title: President | Phone: 626-258-1310 | Fax: 626-258-1329 |
| Address: 3650 Rockwell | City: El Monte | State: CA | Zip: 91731 |
| Name: Dave Daley | Title: Chief Operating Officer | Phone: 626-488-3927 | Fax: 626-258-1329 |
| Address: 3650 Rockwell | City: El Monte | State: CA | Zip: 91731 |
| 10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes | | | |
| If yes, name of parent firm: _____ | | | |
| State of incorporation of parent firm: _____ | | | |
| 11. Has your firm done business under any other name(s) within the last five years? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, please list the other name(s) | | | |
| Name(s): _____ | | Year of name change: _____ | |
| Name(s): _____ | | Year of name change: _____ | |
| 12. Is your firm involved in any pending acquisition or merger? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes | | | |
| If yes, indicate the associated company's name: _____ | | | |
| 13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final. | | | |
| <input checked="" type="checkbox"/> (1) I am making these representations on my personal knowledge: | | | |
| 14. CHECK ONE OR | | | |
| <input type="checkbox"/> (2) I am making these representations based on information and belief that they are true. | | | |
| I declare under penalty of perjury under the laws of California that the foregoing is true and correct. | | | |
| Signature of Proposer or Authorized Agent  | | | Date: 3/25/08 |
| Type name and title: | David Daley Chief Operating Officer | | |

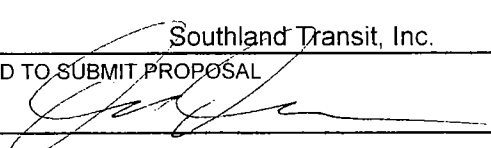
SCHEDULE OF PRICES

FOR

WHITTIER ET AL. DIAL-A-RIDE SERVICES (2008-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.

| ITEM | DESCRIPTION | UNIT RATE | ESTIMATE ANNUAL UNITS | | ANNUAL PRICE |
|------------------------------------|--|---------------|-----------------------|-------|------------------|
| 1. | Rate for County-Owned Service Vehicle | \$45.51 /HOUR | 15,500 | HOURS | \$705,405 |
| 2. | Rate for Contractor-Provided Service Vehicle | \$49.70 /HOUR | 2,000 | HOURS | \$99,400 |
| 3. | Optional Supplemental Taxi Rate | \$2.30 /MILE | 3,000 | MILES | \$6,900.00 |
| TOTAL PROPOSED ANNUAL PRICE | | | | | \$811,705 |

| | | |
|--|-----------------------------------|------------------------|
| LEGAL NAME OF PROPOSER | | |
| Southland Transit, Inc. | | |
| SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL | | |
|  | | |
| TITLE OF AUTHORIZED PERSON | | |
| Chief Operating Officer | | |
| DATE | STATE CONTRACTOR'S LICENSE NUMBER | LICENSE TYPE |
| 3/25/2008 | Not Applicable | Not Applicable |
| PROPOSER'S ADDRESS: | | |
| 3650 Rockwell Avenue El Monte, CA 91731 | | |
| PHONE | FAX | E-MAIL |
| (626) 488-3927 | 626.258.1329 | dave.daley@verizon.net |

**** Service Vehicle Revenue Hours are defined as the actual hours of revenue Service starting from the point of first pickup to the last drop-off minus driver lunches and time passenger exceeding 30 minutes, based upon the hours determined by the Director, as needed, to provide the Service described in Exhibit R, Service Requirements.**

**COUNTY OF LOS ANGELES CONTRACTOR'S EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This Contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

| | | | |
|--|----------|---------------|----|
| Company Name: Southland Transit, Inc. | | | |
| Company Address: 3650 Rockwell | | | |
| City: | El Monte | State: | CA |
| Zip Code: | 91731 | | |
| Telephone Number: 626-488-3927 | | | |
| Solicitation for (Type of Goods or Services): Management and Operation of Transportation Services | | | |

If you believe the Jury Service Program does not apply to your business, check the appropriate box in part I (attach documentation to support your claim); or complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business:

- My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) an annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, director, majority stockholders, or their equivalent, of a business dominant in that field of operation.

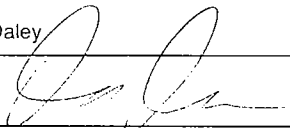
- My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. ATTACH THE AGREEMENT.

OR

Part II: Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

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

| | |
|--|--|
| Print Name: David Daley | Title: Chief Operating Officer |
| Signature:  | Date: 3/25/08 |

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

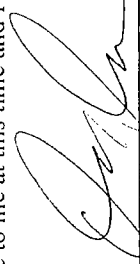
PROPOSED CONTRACT FOR: Whittier Dial-a-Ride Service (2008-PA003)
 SERVICE BY PROPOSER: SOUTHLAND TRANSIT, INC. (Proposal to manage and operate the transportation service)
 PROPOSAL DATE: March 26, 2008

This information must include all work undertaken in the State of California by the proposer, and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual proposer. The Proposer may attach any additional information or explanation of data which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached of the circumstances surrounding any and all fatalities.

Five Calendar Years Prior to Current Year

| | Year | 2003 | 2004 | 2004 | 2005 | 2007 | Total | Current Year to Date |
|--|------|--------|--------|--------|--------|--------|---------|----------------------|
| 1. No. of contracts | | 20 | 21 | 23 | 25 | 27 | | 26 |
| 2. Total dollar amount of Contracts (in the thousands of \$) | | 31,642 | 15,785 | 19,252 | 33,426 | 36,142 | 136,247 | 9,336 |
| 3. No. of fatalities | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4. No. of lost workday cases | | 7 | 3 | 8 | 18 | 11 | 47 | 2 |
| 5. No. of lost workday cases involving permanent transfer to another job or termination of employment. | | 3 | 2 | 1 | 2 | 3 | 11 | 0 |
| 6. No. of lost workdays | | 810 | 265 | 854 | 845 | 712 | 3,486 | 43 |

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.


 3/25/08

David Daley

Name of Proposer or authorized agent (print)

Signature

Date

PROPOSER'S DRIVER SAFETY RECORD

This information must be included by 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 driver 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 non-transit) resulting from the accident.
- c. All non arson fires that occur in a revenue service vehicle (operating in or out of revenue service).

Five-Calendar Years prior to Current Year

| | 2003 | 2004 | 2005 | 2006 | 2007 | Five-Year Average |
|--|-----------|-----------|-----------|------------|------------|-------------------|
| 1 Total Bus Revenue Miles | 5,664,806 | 7,627,727 | 9,941,996 | 13,844,582 | 16,765,788 | 53,844,900 |
| 2 Total Number of NTD Reportable Accidents | 37 | 41 | 48 | 66 | 71 | 262 |
| 3 Total number of Fatalities | 0 | 0 | 1 | 1 | 0 | 2 |
| 4 Number of Accidents/100,000 Revenue Miles | 0.64 | 0.54 | 0.48 | 0.48 | 0.42 | 0.49 |
| 5 Number of Fatalities/100,000 Revenue Miles | 0.000 | 0.000 | 0.010 | 0.007 | 0.000 | 0.004 |

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Southland Transit, Inc.

Name of Proposer

Signature

3650 Rockwell Avenue

Address

Not Applicable

PUC Permit Number and Classification

El Monte, CA 91731

City

(626) 488-3927

Telephone Number

Zip Code

CONFLICT OF INTEREST CERTIFICATIONI, David Daley

- Sole owner
- General partner
- Managing member
- ✓ Chief Financial Officer and Chief Operating Officer

of Southland Transit, Inc.
Name of Proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of the following Los Angeles Administrative Code, Section 2.180.010:

Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors find that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - (b) Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify that I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds of rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is correct and true in all respects.

Signed 
David Daley
Chief Operating Officer

Date 3/25/08

PROPOSER'S REFERENCE LIST

PROPOSED CONTRACT FOR: Whittier Dial-a-Ride Service (2008-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 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: Elderly & Disabled Dial-a-Ride
Whittier Dial-a-Ride
DATES: 1999 to present
DEPARTMENT: Dept. of Public Works
CONTACT: Ann Meiners
TELEPHONE: (626) 458-3959
FAX: (626) 979-5359
E-MAIL: AMEINERS@ladpw.org

SERVICE: Elderly & Disabled Dial-a-Ride
East LA Dial-a-Ride
DATES: 1994 to present
DEPARTMENT: Dept. of Public Works
CONTACT: Ann Meiners
TELEPHONE: (626) 458-3959
FAX: (626) 979-5359
E-MAIL: AMEINERS@ladpw.org

SERVICE: Elderly & Disabled Dial-a-Ride
Willowbrook Dial-a-Ride
DATES: July 2004 to June 30, 2007
DEPARTMENT: Dept. of Public Works
CONTACT: Ann Meiners
TELEPHONE: (626) 458-3959
FAX: (626) 979-5359
E-MAIL: AMEINERS@ladpw.org

SERVICE: Fixed Route
Whittier Shuttle
DATES: 1/06 to present
DEPARTMENT: Dept. of Public Works
CONTACT: David Stringer
TELEPHONE: (626) 458-3968
FAX: (626) 979-5359
E-MAIL: dstringer@ladpw.org

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: City Fixed-Route & DAR
DATES: October 1998 to present
AGENCY/FIRM: City of Alhambra
ADDRESS: 111 S. First Street
Alhambra, CA 91801
CONTACT: Mary Chavez
TELEPHONE: (626)308-4880
FAX: (626) 282-1035
E-MAIL: mchavez@cityofalhambra.org

SERVICE: City Dial-a-Ride
DATES: 1994 to present
AGENCY/FIRM: City of Glendale
ADDRESS: 633 E. Broadway, Suite 300
Glendale, CA 91206
CONTACT: Jano Baghdanian
TELEPHONE: (818) 548-3960
FAX: (818) 409-7027
E-MAIL: JBaghdanian@ci.glendale.ca.us

SERVICE: General Public DAR
DATES: 1975 to present
AGENCY/FIRM: City of Arcadia
ADDRESS: 240 W. Huntington Drive
Arcadia, CA 91007
CONTACT: Don Penman
TELEPHONE: (626) 574-5415
FAX: (626) 447-3309
E-MAIL: dpenman@ci.arcadia.ca.us

SERVICE: City DAR & Public Trolley
DATES: July 2000 to present
AGENCY/FIRM: City of Monrovia
ADDRESS: 415 South Ivy
Monrovia, CA 91016
CONTACT: Alfredo Enriquez
TELEPHONE: (626) 932-5500
FAX: (626) 932-5569
E-MAIL: aenriquez@ci.monrovia.ca.us

SERVICE: City Fixed-Route & DAR
 DATES: July 2001 to present
 AGENCY/FIRM: City of West Covina
 ADDRESS: P.O. Box 1440
West Covina, CA 91793
 CONTACT: Scott Smilowitz
 TELEPHONE: (626) 939-8431
 FAX: (626) 939-8675
 E-MAIL: Scott.Smilowitz@westcovina.org

SERVICE: City Fixed-Route & DAR
 DATES: July 1997 to present
 AGENCY/FIRM: City of Baldwin Park
 ADDRESS: 14403 E. Pacific
Baldwin Park, CA 90660
 CONTACT: David Lopez
 TELEPHONE: (626) 813-5251
 FAX: (626) 962-2625
 E-MAIL: dlopez@baldwinpark.com

SERVICE: Regional Fixed-Route & DAR
 DATES: July 2003 to December 31, 2007
 AGENCY/FIRM: San Luis Obispo Regl. Transit Auth.
 ADDRESS: 1150 Osos St.
San Luis Obispo, CA 93401
 CONTACT: Jason Gillespie
 TELEPHONE: (805) 781-4465
 FAX: (805) 781-1291
 E-MAIL: jjgillespie@slorta.org

SERVICE: City Fixed-Route & DAR
 DATES: July 2000 to present
 AGENCY/FIRM: City of La Puente
 ADDRESS: 15900 E. Main Street
La Puente, CA 91744
 CONTACT: Greg Yamachika
 TELEPHONE: (626) 855-1500
 FAX: (626) 330-4000
 E-MAIL: gyamachika@lapuente.org

SERVICE: City Fixed-Route & Metrolink Svc.
 DATES: August 2002 to present
 AGENCY/FIRM: City of Burbank
 ADDRESS: 301 East Olive Avenue
Burbank, CA 90660
 CONTACT: Linda Oseransky
 TELEPHONE: (818) 238-5359
 FAX: (818) 238-5351
 E-MAIL: loseransky@ci.burbank.ca.us

SERVICE: ADA – Antelope Valley area
 DATES: November 2005 to present
 AGENCY/FIRM: ACCESS Services, Inc.
 ADDRESS: 633 W. Fifth Street, Suite 900
Los Angeles, CA 90071
 CONTACT: Steve Chang
 TELEPHONE: (213) 270-6000
 FAX: (626) 270-6057
 E-MAIL: chang@asila.org

SERVICE: City Dial-a-Ride
 DATES: 1994 to present
 AGENCY/FIRM: City of Pico Rivera
 ADDRESS: 6615 Passons Blvd.
Pico Rivera, CA 90660
 CONTACT: Deborah Lopez
 TELEPHONE: (562) 801-4388
 FAX: (562) 949-7506
 E-MAIL: rchavez@pico-rivera.org

SERVICE: City Fixed-Route & DAR
 DATES: July 2001 to present
 AGENCY/FIRM: City of El Monte
 ADDRESS: 3130 North Tyler Avenue
El Monte, CA 91731
 CONTACT: Deborah Moraza
 TELEPHONE: (626) 580-2200
 FAX: (626) 580-2238
 E-MAIL: dmoraza@ci.el-monte.ca.us

SERVICE: City Fixed-Route
 DATES: July 2000 to present
 AGENCY/FIRM: City of Lawndale
 ADDRESS: 14717 Burin Avenue
Lawndale, CA 90260
 CONTACT: Angelita Noche
 TELEPHONE: (310) 973-3270
 FAX: (310) 676-9471
 E-MAIL: anoche@lawndalecity.org

SERVICE: Fixed-Route, Train Link Service
 DATES: April 2004 to present
 AGENCY/FIRM: San Diego MTDB
 ADDRESS: 1501 National Ave.
San Diego, CA 92113
 CONTACT: Scott Transue
 TELEPHONE: (619) 595-3084
 FAX: (619) 744-5946
 E-MAIL: Scott.Transue@sdmts.com

SERVICE: Senior & ADA Paratransit
 DATES: March 2006 to present
 AGENCY/FIRM: Riverside Transit Agency
 ADDRESS: 1825 Third Street
Riverside, CA 92517
 CONTACT: Virginia Werly
 TELEPHONE: (951) 565-5184
 FAX: (951) 565-5079
 E-MAIL: vwerly@riversidetransit.com

SERVICE: Fixed –Route 40' Coaches
 DATES: July 1, 2005 to present
 AGENCY/FIRM: Metropolitan Transit Authority
 ADDRESS: One Gateway Plaza
Los Angeles, CA 90012
 CONTACT: Mike Greenwood
 TELEPHONE: (213) 922-2810
 FAX: (213) 922-4316
 E-MAIL: greenwoodm@metro.net

SERVICE: ADA – West Central Los Angeles
 DATES: October 2007 to present
 AGENCY/FIRM: ACCESS Services, Inc.
 ADDRESS: 633 W. Fifth Street, Suite 900
Los Angeles, CA 90071
 CONTACT: David Foster
 TELEPHONE: (213) 270-6000
 FAX: (626) 270*6057
 E-MAIL: foster@asila.org

SERVICE: Developmentally disabled transport
 DATES: September 2001 to present
 AGENCY/FIRM: North LA County Regional Center
 ADDRESS: 15400 Sherman Way, Suite 300
Van Nuys, CA 91406
 CONTACT: Ellen Stein
 TELEPHONE: (818) 756-6300
 FAX: (818) 756-6140
 E-MAIL: ellens@nlacrc.org

SERVICE: Developmentally disabled transport
 DATES: November 2003 thru June 2006
 COMPANY: Tri-Counties Regional Center
 ADDRESS: 520 E. Montecito Street
Santa Barbara, CA 93103
 CONTACT: Laura Moreno (TCRC Broker)
 TELEPHONE: (805) 529-7511
 FAX: (805) 529-2613
 E-MAIL: lauram@rdtsi.com

SERVICE: City Dial-a-Ride
 DATES: 1996 to 2004
 AGENCY/FIRM: City of Temple City
 ADDRESS: 9701 Las Tunas Drive
Temple City, CA 91780
 CONTACT: Kathy Burroughs
 TELEPHONE: (626) 285-2171
 FAX: (626) 285-8192
 E-MAIL: kburroughs@templecity.us

SERVICE: Beach Shuttle Routes
 DATES: May 2005-Present
 AGENCY/FIRM: Playa Vista (some DPW funds)
 ADDRESS: 5510 Lincoln Blvd., Suite 100
Playa Vista, CA 90094
 CONTACT: Marc Huffman
 TELEPHONE: (310) 822-0074
 FAX: (310) 821-9429
 E-MAIL: mhuffman@playavista.com

SERVICE: Community Dial-a-Ride
 DATES: July 2007 to present
 AGENCY/FIRM: City of Covina
 ADDRESS: 125 East College Street
Covina, CA 91723
 CONTACT: Alex Gonzalez
 TELEPHONE: (626) 858-7219
 FAX: (626) 858-5526
 E-MAIL: agonzalez@ci.covina.ca.us

SERVICE: Developmentally disabled transport
 DATES: November 2001 to present
 AGENCY/FIRM: Kern County Regional Center
 ADDRESS: 3200 N. Sillect Avenue
Bakersfield, CA 93308
 CONTACT: Lynn Clark
 TELEPHONE: (805) 327-8531
 FAX: (805) 324-5060
 E-MAIL: LClark@KERNRC.ORG

SERVICE: City Dial-a-Ride
 DATES: 1994 to 2004
 AGENCY/FIRM: City of Cerritos
 ADDRESS: 18125 Bloomfield Ave.
Cerritos, CA 90703
 CONTACT: Robert Lopez
 TELEPHONE: (562) 916-1201
 FAX: (562) 906-1371
 E-MAIL: robert_a_lopez@ci.cerritos.ca.us

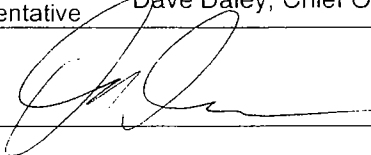
SERVICE: Employee Shuttles
 DATES: January 2006-Present
 AGENCY/FIRM: SAIC (Defense Contractor)
 ADDRESS: 10260 Campus Point Drive
San Diego, CA 92121
 CONTACT: Kyle Huggins
 TELEPHONE: (858) 826-3465
 FAX: (858) 826-3492
 E-MAIL: WILLIAM.K.HUGGINS@saic.com

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

| | |
|---|--|
| Proposer's Name | Southland Transit, Inc. |
| Address | 3650 Rockwell Avenue, El Monte, CA 91731 |
| Internal Revenue Service Employer Identification Number | 95-4866708 |

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

| | | |
|----|---|--|
| 1. | The proposer has a written policy statement prohibiting any discrimination in all phases of employment. | <input 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 area are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |

| | | |
|---------------------------|---|--------------|
| Proposer | Southland Transit, Inc. | |
| Authorized Representative | Dave Daley, Chief Operating Officer | |
| Signature |  | Date 3/25/08 |

**County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form**

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

| |
|--|
| FIRM NAME: Southland Transit, Inc. |
| My County (WebVen) Vendor Number: 50681501 |

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

| | |
|--------------------------|--|
| <input type="checkbox"/> | As Local SBE certified by the County of Los Angeles Office of Affirmative Action compliance as of the date of this proposal/bids submission. I request this proposal/bid be considered for the Local SBE Preference. |
| <input type="checkbox"/> | As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference. |

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, 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 | |
| TOTAL NUMBER OF EMPLOYEES | 906 | | | | | |
| RACE/ETHNIC COMPOSITION OF FIRM. PLEASE DISTRIBUTE THE ABOVE TOTAL # INTO FOLLOWING CATEGORIES. | | | | | | |
| RACE/ETHNIC COMPOSITION | OWNERS/PARTNERS/ ASSOCIATE PARTNERS | | MANAGERS | | STAFF | |
| | MALE | FEMALE | MALE | FEMALE | MALE | FEMALE |
| Black/African American | | | 4 | 2 | 106 | 138 |
| Hispanic/Latino | | | 6 | 4 | 302 | 208 |
| Asian or Pacific Islander | | | 1 | 1 | 29 | 3 |
| American Indian | | | | | 1 | 3 |
| Filipino | | | | | | |
| White | 2 | | 10 | 4 | 45 | 39 |

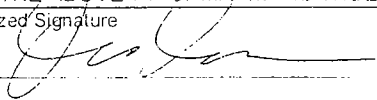
III. PERCENTAGE OF OWNERSHIP IN FIRM Please indicate by percentage (%) how ownership of the firm is distributed.

| | | | | | | |
|-------|------------------------|-----------------|---------------------------|-----------------|----------|-------|
| | BLACK/AFRICAN AMERICAN | HISPANIC LATINO | ASIAN OR PACIFIC ISLANDER | AMERICAN INDIAN | FILIPINO | WHITE |
| Men | | | | | | 100% |
| Women | | | | | | |

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS ENTERPRISES
If your firm is currently certified as a minority, women, disadvantaged or disabled veterans business enterprises by a public agency, complete the following and attach a copy of your proof of certification. (Use back of certification if necessary.)

| | | | | | |
|-------------|----------|-------|---------------|------------------|-----------------|
| Agency Name | Minority | Women | Disadvantaged | Disabled Veteran | Expiration Date |
| | | | | | |

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

| | | |
|---|-----------------------------------|------------------|
| Authorized Signature  | Title: Chief Operating Officer | Date: 3/25/08 |
|---|-----------------------------------|------------------|

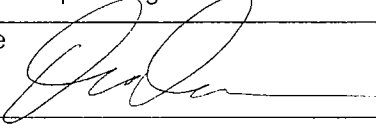
GAIN/GROW EMPLOYMENT COMMITMENT

The undersigned:

has hired participants from the County's Department of Social Services' Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) employment program.

declares a willingness to consider GAIN/GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN/GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

| | |
|--------------------------------------|---|
| Signature | Title Chief Operating Officer |
| Firm Name Southland Transit, Inc. | Date  |

CHARITABLE CONTRIBUTIONS CERTIFICATION

Southland Transit, Inc.

Company Name

3650 Rockwell, El Monte, CA 91731

Address

95-4866709

Internal Revenue Service Employer Identification Number

Not applicable

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES

NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision or Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

()

()

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

()

()

Signature

Date

3/25/05

David Daley, Chief Operating Officer

Name and Title (please type or print)

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

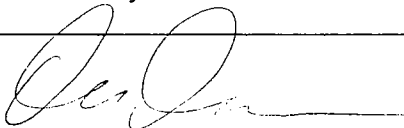
| | | |
|---------------------------------------|-----------|-----------------|
| COMPANY NAME: Southland Transit, Inc. | | |
| COMPANY ADDRESS: 3650 Rockwell Avenue | | |
| CITY: El Monte | STATE: CA | ZIP CODE: 91731 |

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

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

- My business is a non-profit corporation qualified under Internal Revenue Services Code – Section 5019(c)(3) and has been such for three years (*attach IRS Determination Letter*);
- I have submitted my three most recent annual tax returns with my application;
- I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

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

| | |
|---|------------------------------------|
| PRINT NAME: David Daley | TITLE: Chief Operations Officer |
| SIGNATURE:  | DATE: 3/25/08 |

REVIEWED BY COUNTY:

| SIGNATURE OF REVIEWER | APPROVED | DISAPPROVED | DATE |
|-----------------------|----------|-------------|------|
| | | | |


Displaced Transit Employee Declaration

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

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

OR

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

| | |
|--|-----------------------------------|
| Signature  | Title Chief, Operating Officer |
| Firm Name Southland Transit, Inc. | Date 3/25/08 |

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: Southland Transit, Inc.

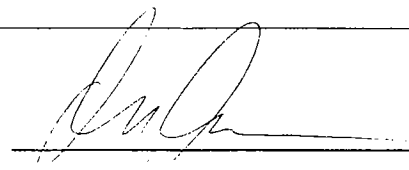
√√ Proposer has not had any contracts terminated in the past three years.

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.

| | |
|--------------------------|-------------------|
| 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 | |

SIGNATURE



DATE

3/25/08

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

Contractor's Living Wage Declaration

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program)). You must declare your intent to comply with the program.

If you believe that your are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to the county awarding department before the deadline to submit proposals.

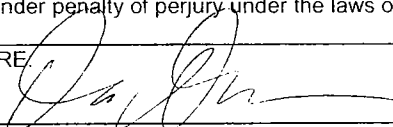
- I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- I do have a bona fide health care benefit plan for those employee who will be providing services to the County under the contract and will pay into the plan **at least \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$9.64 per hour** per employee.

Health Plan(s): AETNA HMO plans - HMO Base Plan and HMO High Plan

Company Insurance Group Number: 348374

Health Benefit(s) Payment Schedule:

- Monthly company pay to AETNA Quarterly Bi-Annual
- Annually Other: employee copays taken from the biweekly pay checks (specify)

| | |
|--|---|
| PLEASE PRINT COMPANY NAME: Southland Transit, Inc. | |
| I declare under penalty of perjury under the laws of the State of California that the above information is true and correct: | |
| SIGNATURE:  | DATE: <u>3/25/05</u> |
| PLEASE PRINT NAME: David Daley | TITLE OR POSITION: Chief Operating Officer |

**COUNTY OF LOS ANGELES LIVING WAGE PROGRAM
Acknowledgment and Statement of Compliance**

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statement on behalf of his or her Firm. **CHECK EACH APPLICABLE BOX.**

LIVING WAGE ORDINANCE:

- I have read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

- I have read the provisions of the RFP describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS:

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

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

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

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

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

HISTORY OF DEBARMENT (Check one):

- The Firm **HAS NOT** been debarred by any public entity during the past ten years; OR
- The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form .

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

Owner's/Agent's Authorized Signature

Southland Transit, Inc.
Print Name of Firm

David Daley, Chief Operating Officer
Print Name and Title

5/29/08
Date

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

| | |
|---|--|
| Print Name of Firm: Southland Transit, Inc. | Print Name of Owner: Corporation |
| Print Address of Firm: 3650 Rockwell | Owner's/Agent's Authorized Signature: |
| City, State, Zip Code El Monte, CA 91731 | Print Name and Title: Dave Daley, Chief Operating Officer |

| | |
|---|---|
| Public Entity Name | Department of Fair Employment & Housing |
| Public Entity Address: | Street Address: 2101 East Fourth Street, Suite 255 |
| | City, State, Zip: Santa Ana, CA 92705 |
| Case Number/Date Claim Opened: | Case Number: E200506K1713-00-pe/37AA614329 |
| | Date Claim Opened: 2006 |
| Name and Address of Claimant: | Name: Leslie Bishop |
| | Street Address: 700 Idyllwild Drive #4 |
| | City, State, Zip: San Jacinto, CA 92583 |
| Description of Work: (e.g., Janitorial) | Drove van for the disabled |
| Description of Allegation and/or Violation: | Ms. Bishop alleges discrimination based on her disability. |
| | |
| | |
| Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages) | STI has filed response with the DFEH. STI took over contract from MV Transit in March 2006. Ms. Bishop had an |
| | on-the-job injury with MV and still has a Temporary Total Disability rating. MV used her to drive with that limitation. Our position is that her doctor |
| | says she is totally disabled from the driving position and as such cannot do the job unless she recovers as documented by her doctor |

Additional Pages are attached for a total of 4 pages.

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

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|---|--|
| Print Name of Firm: Southland Transit, Inc. | Print Name of Owner: Corporation |
| Print Address of Firm: 3650 Rockwell | Owner's/Agent's Authorized Signature: |
| City, State, Zip Code El Monte, CA 91731 | Print Name and Title: Dave Daley, Chief Operating Officer |

| | |
|--|--|
| Public Entity Name | Department of Fair Employment & Housing |
| Public Entity Address: | Street Address: 611 West Sixth Street, Suite 1500 |
| | City, State, Zip: Santa Ana, CA 92705 |
| Case Number/Date Claim Opened: | Case Number: E200506S1517-00-pc |
| | Date Claim Opened: 2006 |
| Name and Address of Claimant: | Name: Tamiya McGlothern |
| | Street Address: 764 E. Via Wanda |
| | City, State, Zip: Long Beach, CA 90805 |
| Description of Work: (e.g., Janitorial) Drove MTA 40 foot coach on contracted route | |
| Description of Allegation and/or Violation: | Claimant stated she was shaken up when a window on her bus was "shot out" and she was not allowed |
| | to see the "Workers Comp doctor." |
| | |
| Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages) | Company denies this claim on a factual basis. Case was closed by the DFEH and a "right to sue" letter was |
| | issued on April 19, 2006. Suil was filed January 4, 2007 for failure to accommodate disability. Company denies any |
| | disability existed and is defending the case aggressively. |

Additional Pages are attached for a total of 4 pages.

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

| | |
|---|--|
| Print Name of Firm: Southland Transit, Inc. | Print Name of Owner: Corporation |
| Print Address of Firm: 3650 Rockwell | Owner's/Agent's Authorized Signature: |
| City, State, Zip Code El Monte, CA 91731 | Print Name and Title: Dave Daley, Chief Operating Officer |

| | |
|---|---|
| Public Entity Name | United States Equal Employment Opportunity Commission |
| Public Entity Address: | Street Address: 265 East Temple Street, 4th Floor |
| | City, State, Zip: Los Angeles, CA 90012 |
| Case Number/Date Claim Opened: | Case Number: 480-2006-02911 |
| | Date Claim Opened: 2006 |
| Name and Address of Claimant: | Name: Antoinette Tyus |
| | Street Address: 444 E. Rowland Street, #45 |
| | City, State, Zip: Covina, CA 91723 |
| Description of Work: (e.g., Janitorial) Applicant to work for STI as a driver. | |
| Description of Allegation and/or Violation: | Alleged that she was not hired because she was too old - age 55. |
| | |
| | |
| Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages) | Settled at mediation for \$2,000 and a commitment to provide some additional training to STI employees who |
| | interview applicants for jobs. In this case the applicant clearly falsified applicant information and the interviewer did not |
| | sufficiently follow up on the discrepancy, which was the reason for leaving a previous employer. At the time of her application approximately 1/4 of our driving force was over the age of 55 |

Additional Pages are attached for a total of 4 pages.

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

| | |
|---|--|
| Print Name of Firm: Southland Transit, Inc. | Print Name of Owner: Corporation |
| Print Address of Firm: 3650 Rockwell | Owner's/Agent's Authorized Signature: |
| City, State, Zip Code El Monte, CA 91731 | Print Name and Title: Dave Daley, Chief Operating Officer |

| | |
|---|---|
| Public Entity Name | United States Equal Employment Opportunity Commission |
| Public Entity Address: | Street Address: 265 East Temple Street, 4th Floor |
| | City, State, Zip: Los Angeles, CA 90012 |
| Case Number/Date Claim Opened: | Case Number: 480-2008-00576 |
| | Date Claim Opened: 2007 |
| Name and Address of Claimant: | Name: Carl Ball |
| | Street Address: 42582 Woodlawn Ave. #1 |
| | City, State, Zip: Los Angeles, CA 90011 |
| Description of Work: (e.g., Janitorial) Assistant Project Manager. | |
| Description of Allegation and/or Violation: | Alleged discharge due to race. |
| | |
| | |
| Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages) | Settled at mediation for a commitment from the company to allow the claimant to be proposed as part |
| | of the project team for some future projects. No monetary damages, no admission by the company. |
| | |

Additional Pages are attached for a total of 4 pages.

| ITEMS | DOES THE PROPOSER'S PLAN COVER? (YES) (NO) | WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY? | LIST ANY CO-PAYMENTS AND/OR COMMENTS |
|--------------------------|--|--|---|
| Prescription Drugs | Yes | | \$15/copay generic \$35/copay brand name \$50/copay non formulary |
| Routine Eye Examinations | Yes | | See Plan Design |
| Skilled Nursing Facility | Yes | | |
| Surgery | Yes | | |
| X-Ray and Laboratory | Yes | | |

Under this health plan, a full time employee:

Becomes eligible for health insurance coverage the first of the month following 90 days employment (training is not counted)

In the case of taking over a contract and provision of employment to prior employees covered by State Labor Code, Chapter 4.5§1070 et seq. enrollment is available the first of the month following 30 days of employment (training not counted)

Is defined as an employee who is employed more than 35 hours per week.

OTHER BENEFITS:

- A. Number of paid sick days earned in the first year of employment **
- B. Number of paid sick days earned in the second year of employment **
- C. Number of paid vacation days earned in the first year of employment **
- D. Number of paid vacation days earned in the second year of employment **

** Employees earn Paid Time Off (PTO) on a biweekly basis as soon as they are a regular employee. A year's accumulation is equivalent to approximately 9 days a year. It can be used by the employee for sickness or vacation or personal time. It is available for the employee's use as soon as it is earned.

- E. Number of paid holidays per year is 6 days.

REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: Southland Transit, Inc.

Name of Proposer's Health Plan: Aetna HMO High Plan Date: 9/07 - 8/31/08

(Please use a separate form for each health plan offered by the Proposer to employees who will be working under this contract.)

| ITEMS | DOES THE PROPOSER'S PLAN COVER? (YES) (NO) | WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY? | LIST ANY CO-PAYMENTS AND/OR COMMENTS |
|---|---|--|---|
| Proposer's Health Plan Premium (MONTHLY) Employee only Employee + spouse Employee + children Employee + spouse + children | Yes Yes Yes Yes | <u>Monthly cost of coverage</u> \$326.37 \$707.27 \$578.67 \$996.60 | |
| Proposer's portion of health Premium Payment Employee only Employee + spouse Employee + children Employee + spouse + children | Yes Yes Yes Yes | <u>Monthly cost paid by the proposer</u> \$175.24 \$175.24 \$175.24 \$175.24 | Employee portion |
| Any Annual Deductible? Per Person Per Family | | No No | |
| Any Annual Maximum Employee Out-of-Pocket Expense? Per Person Per Family | Yes Yes | \$1500 max/individual \$3000 max/2 or more | See Plan Design attached for specifics. |
| Any Lifetime Maximum? per person Per family | | No No | |
| Ambulance Coverage | Yes | | When medically necessary |
| Doctor's Office Visits | Yes | | \$10 copay \$20 copay for specialists |
| Emergency Care | Yes | | \$100 copay/waived if admitted subject to deductible if not medical emergency |
| Home Health Care | Yes | | See Plan Design |
| Hospice Care | Yes | | See Plan Design |
| Hospital Care | Yes | | \$240 per admission See Plan Design |
| Immunizations | Yes | | |
| Maternity | Yes | | \$20/each visit |
| Mental Health | Yes | | See Plan Design for specific information |
| Mental Health In-Patient Coverage | Yes | | See Plan Design |
| Mental Health Out-Patient Coverage | Yes | | \$20 visit copay See Plan Design for specific limitations |
| Physical Therapy | Yes | | |

| ITEMS | DOES THE PROPOSER'S PLAN COVER? (YES) (NO) | WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY? | LIST ANY CO-PAYMENTS AND/OR COMMENTS |
|--------------------------|--|--|---|
| Prescription Drugs | Yes | | \$10/copay generic \$20/copay brand name \$35/copay non formulary |
| Routine Eye Examinations | Yes | | See Plan Design |
| Skilled Nursing Facility | Yes | | See Plan Design |
| Surgery | Yes | | See Plan Design |
| X-Ray and Laboratory | Yes | | See Plan Design |

Under this health plan, a full time employee:

Becomes eligible for health insurance coverage the first of the month following 90 days employment (training is not counted)

In the case of taking over a contract and provision of employment to prior employees covered by State Labor Code, Chapter 4.5§1070 et seq. enrollment is available the first of the month following 30 days of employment (training not counted)

Is defined as an employee who is employed more than 35 hours per week.

OTHER BENEFITS:

- F. Number of paid sick days earned in the first year of employment **
- G. Number of paid sick days earned in the second year of employment **
- H. Number of paid vacation days earned in the first year of employment **
- I. Number of paid vacation days earned in the second year of employment **

** Employees earn Paid Time Off (PTO) on a biweekly basis as soon as they are a regular employee. A year's accumulation is equivalent to approximately 9 days a year. It can be used by the employee for sickness or vacation or personal time. It is available for the employee's use as soon as it is earned.

- J. Number of paid holidays per year is 6 days.

SOUTHLAND TRANSIT INC.
September 1, 2007 HMO Plan Options

Medical Benefits Comparison

Member Copays and Deductibles

Aetna Base HMO

Network Providers Only

Aetna High HMO

Network Providers Only

Deductibles

| | | |
|------------|-----|-----|
| Individual | \$0 | \$0 |
| Family | \$0 | \$0 |

Out-of-Pocket Maximums

| | | |
|------------|---------|---------|
| Individual | \$1,500 | \$1,500 |
| Family | \$3,000 | \$3,000 |

Preventive Services and Office Visits

| | | |
|---|--|--|
| Office Visits | \$25/visit | \$10/visit |
| Specialists/Consultants | \$30/visit | \$20/visit |
| Routine Checkups, Well Baby, Well Child, and Well Woman Care | \$25/exam | \$10/exam |
| Specified Immunizations | \$25 | \$10 |
| Diagnostic X-ray and Lab (<i>includes mammograms, Pap smears, and prostate cancer screenings</i>) | \$30 | \$20 |
| Eye and Hearing Examinations | \$30/exam | \$20/exam |
| Allergy Testing and Treatment | Same as applicable participating provider office visit member cost sharing | Same as applicable participating provider office visit member cost sharing |
| Durable Medical Equipment | 50% | 50% |

Hospital Inpatient Care

| | | |
|--|-------|-------|
| Semi-private room and board, Intensive Care, Ancillary, and Physician Services | \$500 | \$240 |
|--|-------|-------|

Hospital Outpatient Care

| | | |
|--|-------|-------|
| Surgical Services (Surgeon, Surgical Assistant and Administration of Anesthesia) | \$200 | \$150 |
|--|-------|-------|

Maternity

| | | |
|---------------------------------|--|--|
| Inpatient Physician Services | \$500 | \$240 |
| Office Visits | \$30 for initial visit only, thereafter covered 100% | \$20 for initial visit only, thereafter covered 100% |
| Hospital and ancillary services | \$500 | \$240 |

Emergency Services

| | | |
|--|-------------|-------------|
| Emergency Room (<i>copay waived if admitted</i>) | \$100/visit | \$100/visit |
| Physician and Medical Services | No copay | No copay |
| Ambulance | No copay | No copay |

Prescription Drugs

| | | |
|-------------------------------------|-----------------|----------------|
| Participating Pharmacy | | |
| Generic | \$15 | \$10 |
| Brand | \$35 | \$20 |
| Non-formulary | \$50 | \$35 |
| Self-administered Injectable Drugs | \$15/\$35/\$50 | \$10/\$20/\$35 |
| Non-participating Pharmacies | | |
| | Not covered | Not covered |
| Mail order | | |
| Generic | \$30 | \$20 |
| Brand | \$70 | \$40 |
| Non-formulary | \$100 | \$70 |
| Self-administered Injectable Drugs | \$30/\$70/\$100 | \$20/\$40/\$70 |

**FORM LW-9
WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS**

INSTRUCTIONS

The contractor selected through this RFP process will be required to comply with the State and Fair labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part 1, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes.

Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in this questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach a sample copy of timesheet, pay check, and pay stub that show deduction categories as requested in this form.

**ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.
IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.**

| QUESTION | RESPOND HERE OR ATTACH NUMBERED RESPONSES IF MORE SPACE NEEDED. |
|---|---|
| <p>1. TRACKING HOURS WORKED</p> <p>1.1 How does the Proposer track employee hours actually worked?</p> <p>1.2 Where do the Proposer's employees report to work at the beginning of their shift? At the work location or at a central site with travel to the worksite?</p> <p>1.3 If the employees report to a central site with travel to the worksite, when does the Proposer consider the employee's shift to have started? At a central site or upon arrival at the work location?</p> | <p>Employees have a schedule for work, but also have to check in and out of their work place. At the Hooper location drivers check in directly with the shift supervisor responsible on that day for on time pull-outs. The basis of on time tracking is the "roll out sheet" which is preprinted with all of the scheduled runs/drivers and the sign on/sign off times for those drivers. Each driver is required to sign and initial the roll out sheet to either approve the scheduled time or request additional time as required on that day (traffic on deadhead, meeting with manager, etc.)</p> <p>The sheet is the source from which payroll entry is made, and it is made by a supervisor at the driver's location into a proprietary Access software program. The entry is done throughout the payroll period rather than in one day at the end of the payroll cycle. This</p> |

| | |
|---|--|
| | <p>prevents the errors that occur by trying to enter all hours for all employees on the last day. Additionally, it allows for checking any discrepancies with the employee at a time when everyone can remember the day in question.</p> <p>We have no employees who report to a central work site and then travel. Each of our employees has an assigned work site which is where they report regularly for work. As such there is no travel pay owed for getting to the work site. Their paid time begins prior to pulling a revenue vehicle from the yard, as it includes time to complete the DVI.</p> |
| <p>2. REPORTING TIME</p> <p>How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?</p> | <p>Employees have a schedule for work, but also have to check in and out of their work place. The drivers check in directly with the shift supervisor responsible on that day for on time pull-outs. The basis of on time tracking is the "roll out sheet" which is preprinted with all of the scheduled runs/drivers and the sign on/sign off times for those drivers. Each driver is required to sign and initial the roll out sheet to either approve the scheduled time or request additional time as required on that day (traffic on deadhead, meeting with manager, etc.)</p> |
| <p>3. RECORDS OF ACTUAL TIME WORKED</p> <p>3.1 What records are created to document the beginning and ending times of employee's actual work shifts?</p> <p>3.2 What records are maintained by the Proposer of actual time worked?</p> <p>3.3 Are the records maintained daily or at another interval (indicate the interval)?</p> <p>3.4 Who creates these records (e.g. employee, supervisor, or office staff)?</p> <p>3.5 Who checks the records, and what are they checking for?</p> <p>3.6 What happens to those records?</p> <p>3.7 Are they used as a source document to create Proposer's payroll?</p> | <p>As a company we have long understood the need to develop processes for tracking and submitting payroll. It is important to the employee to know and understand how their pay is tracked and issued. It is important to the company so that costs are controlled; and it is important because the law requires it. Thus, we worked many years ago with a software contractor to develop a program and process to meet all these needs, and which is generated from the specific location where the employee works. It is used in all of our eight locations throughout the state of California.</p> <p>Employees have a schedule for work, but also have to check in and out of their work place. Drivers check in directly with the shift supervisor responsible on that day for on time pull-outs. The basis of on time tracking is the "roll out sheet" which is preprinted with all of the scheduled runs/drivers and the sign on/sign off times for those drivers. Each driver is required to sign and initial the roll out sheet to either approve the scheduled time or request additional time as required on that day (traffic on deadhead, meeting with manager, etc.) The sheet is the source from which payroll entry is made, and it is made by a supervisor at the location into a proprietary Access software program. A daily log is attached.</p> |

3.8 ATTACH COPIES OF THESE RECORDS.

The entry is done throughout the payroll period rather than in one day at the end of the payroll cycle. This prevents the errors that occur by trying to enter all hours for all employees on the last day. Additionally, the more frequent entry allows for checking any discrepancies with the employee at a time when everyone can remember the day in question so disputes are minimized.

Prior to the final steps of generating a paycheck, each location prints a pay period time sheet for each individual employee. It is given to the employee for signature. As it is done prior to the generation of a paycheck it allows the employees to raise issues regarding the time entered. We have trained our managers and supervisors to understand that this step is essential in producing accurate pay checks. If there is a question regarding the time entered it is addressed immediately, and the signed time sheets are retained in our records. A copy of this system generated time sheet is attached to this form.

Signed time sheets are retained in accordance with law. As described above they are the source documents.

**4. OTHER RECORDS USED TO CREATE PAYROLL
(IF ANY)**

4.1 If records of actual time worked are not used to create payroll, what is the source document that is used?

4.2 Who prepares and checks the source document?

4.3 Does the employee sign it?

4.4 Who approves the source document, and what do they compare it with prior to approving it?

As previously described Southland pays from documents showing actual time worked. Those records are created at the work facility, checked by the supervisors who work from the same facility, and entered into the proprietary Access database by those local supervisors. Because it is being entered and checked at each location, the supervisors and/or clerks entering the time are able to follow up directly with the employee regarding any discrepancies in entry.

Final time sheets are printed and signed by the employee prior to check issuance.

5. BREAKS

- 5.1 How does the Proposer know that employees take Mandated breaks and meal breaks (periods)?
- 5.2 Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?
- 5.3 If so, who prepares, reviews, and approves such documentation?

We comply with California labor standards on scheduling of lunch periods. Time and time again we have taken over services where drivers were not afforded the lunch breaks. In addition to being a California legal requirement, we believe that regular lunch breaks contribute to enhanced system safety. The change to taking lunch breaks is not always a popular measure with drivers, who prefer being paid for the time, even if it means no lunch. For lunches we handle this by scheduling the lunch break in the Trapeze system so the driver has no assigned pick-ups. We emphasize the importance of doing this to the staff in the Trapeze Call Center so they do not allow a driver to skip lunch just to make things easy.

Breaks are handled and monitored by the close communication necessary between the dispatch office and the drivers. When there is a "no-show", or at times when traffic is light, a passenger has been ready and delivered early, the driver is given the break needed. There are also times when a driver need an urgent "comfort" break and will coordinate with the dispatcher who will make space for that requirement.

Call Center employees are approved for breaks by the on-site supervisor to insure that everyone is not gone at the same time.

6. HOW PAYROLL IS PREPARED

- 6.1 Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.
- 6.2 How are the employee paid (e.g. manually issued check, automated check, or combination of methods)?
- 6.3 If by check, do they receive a single check for straight time and overtime or are separate payments made?
- 6.4 What information is provided on the check (e.g., deductions for taxes, etc.)?

The hours maintained and entered into the Access database for employees are electronically shipped to our centralized payroll department in El Monte. The payroll personnel at that office check the hours and make entries to reflect changes in benefit deductions, legally required withholdings including child support orders, make certain that PTO accruals and deductions from those accruals are correct, as well as other payroll maintenance procedures. When these matters are done the payroll is shipped electronically to ADP, our payroll provider, which generates the checks that are sent to the locations. If the employee has elected direct deposit, the employee still receives a breakdown of the paycheck and amount that was directly deposited into their account.

Every employee receives a single check for the biweekly pay period. It includes straight time and overtime. The paycheck shows all deductions from pay by specific category.

| | |
|---|---|
| <p>6.5 ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY ANY EMPLOYEE INFORMATION).</p> | <p>Our procedures have been reviewed by the DPW staff for many years, due to our operation of DPW contracts. We are attaching an Earning Statement and the paycheck generated for both a class B license driver and a Class C license driver. Although the statements and paychecks are real, all information which could identify the driver in question has been removed.</p> <p>A copy of a pay check with the attached Earnings Statement is attached to this form.</p> |
| <p>7. MANUAL PAYROLL SYSTEM</p> <p>7.1 If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check.</p> <p>7.2 If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work) how does the person preparing the payroll calculate total wages paid?</p> | <p>We do not use a manual payroll system.</p> |
| <p>8. AUTOMATED PAYROLL SYSTEM</p> <p>8.1 If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll.</p> <p>8.2 If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), How does the automated payroll system calculate total wages paid?</p> <p>8.3 Is the calculation embedded in the software program or does someone have to override the system to perform the calculation?</p> | <p>As described above we have a proprietary Access database for recording hours, and our checks are issued by ADP. Response to Question 6 describes the transmission of that information in order to get checks processed.</p> <p>Should any employee work in a single pay week at two different pay rates, our Access database has provided space for that to occur. Thus the local payroll entry person would enter the hours worked under one pay rate under pay rate 1, and the individual hours worked under pay rate 2 separately. Should such an instance occur, which in our company is rare as raises given are specifically given at the end of a pay week to avoid this issue, the Access database calculates the total wages paid based on the entries in the two categories. This includes calculating the weighted rate that would be used for overtime in that pay week, which is a requirement of California Law.</p> |
| <p>9. TRAVEL TIME</p> <p>9.1 How is travel time during an employee's shift paid?</p> | <p>Travel time is rarely an issue for drivers in our company. They report to a regular work</p> |

9.2 At what rate is such travel time paid if the employee has multiple wage rates?

9.3 Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:

- a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate.
- b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.

place, in this case the Hooper location, and drive from that location. Travel time is so rare that we do not have a separate pay rate for travel time, it would merely be counted as regular pay.

County staff employees are not assigned to work for other services on any regular basis. Every contract of service has differing pay rates tied to the contract in place for that service. Should there be a shortage of drivers or call staff on one service such that we would assign a regular County contract employee to cover on the other service, the County employee doing the cover work would receive their regular rate of pay which would be the County Living Wage Rate. Only in the case of an employee being permanently transferred to another service either by the employee's request or at the request of the County staff, would the wage rate change and that change would be permanent.

In light of the fact that we do not have the situations described in Question 9.3 no answer is being provided.

10. OVERTIME
- 10.1 How does the Proposer calculate overtime wages?
- 10.2 What if the employee has multiple wage rates?

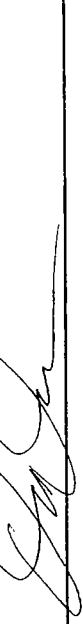
There are two earnings statements with time sheets attached. The first reflect a driver who has a C license. These drivers, like almost all employees in California, are subject to daily overtime, ie. overtime after eight hours worked in a day . The Biweekly hours Summary, which is in fact a time sheet, thus shows daily overtime worked under the column Hours x 1.5. The earnings statement shows period total line shows 79.83 hours worked at straight time and 17.85 hours worked as overtime with a rate of time and a half.

The second earnings statement is for a driver with a B license. These drivers are an exception to daily overtime set forth in the Transportation Wage Order. The exception is necessary due to the fact that the B license and the hours worked by B license drivers are subject to federal law and the regulation of the USDOT. As such A and B license drivers are paid overtime AFTER 40 hours worked in a week. In those cases the driver paychecks show all hours paid as straight time. Overtime is then paid at half the pay rate for the hours that qualify as overtime. For example on the attached earnings statement for the B license driver, a driver on our County fixed-route system in Whittier, the time sheet shows a total of 88.17 hours worked. The earnings statement shows earnings of 88.17 hours worked at regular pay, and 8.17 hours worked at overtime rate which is half the regular rate of pay.

This process of paying A or B license drivers in this manner was actually begun when the

company had numerous drivers who had more than one pay rate. The half time rate could then reflect the overtime hours paid at a rate based on the weekly "regular rate of pay" (a weighted rate which reflects work at all the different pay rates during the pay week in question).

Recognizing how this works is difficult for some employees to understand. Because of this the issue of wage calculation and how it appears on driver checks is part of the Southland manager and supervisor classes on human resources issues. Thus, when an employee has questions about the paycheck and where their overtime is reflected, the line manager or supervisor can answer those questions directly. The training also addresses rules regarding overtime calculations.



PROPOSER'S SIGNATURE: _____

Dated: 3/25/08

Earnings Statement

B license
Driver

| Co | File # | Wk | Pay Date | Period End | Paid Dept | Paid Clock | Gross Pay | Net Pay | Check # | Chk/Vcr | Void |
|-----|--------|------|------------|------------|-----------|------------|-----------|---------|----------|---------|------|
| EFW | 4985 | 10-1 | 03/07/2008 | 02/29/2008 | 175011 | | 872.73 | 707.48 | 00058521 | Check | |

| Earnings | Rate | Hours | This Period |
|------------------|------|-------|-----------------|
| Regular | | 88.17 | 834.09 |
| Overtime | | 8.17 | 38.64 |
| Gross Pay | | | \$872.73 |

| Deductions | Statutory |
|------------|-------------------------------|
| | Federal Income Tax |
| | Medicare |
| | Social Security |
| | 75 SUI/SDI |
| | CA Worked In State Income Tax |
| | Net Pay |
| | \$707.48 |

Bi-weekly Hours Summary

Name: LICENSE DRIVER

Payroll Ending Date: 2/29/2008

| Date | Break 1 | | Break 2 | | Break 3 | | Break 4 | | Break 5 | | Break 6 | | Rate 1 | Rate 4 | Hol | PTO | JD | Ber | Total | OT | | | | |
|---------------|---------|-------|---------|-------|---------|-----|---------|-----|---------|-----|---------|-----|--------|--------|------|------|------|------|-------|-------|------|--|--|--|
| | In | Out | In | Out | In | Out | In | Out | In | Out | In | Out | | | | | | | | | | | | |
| 2/16/2008 | | | | | | | | | | | | | | | | | | | | | | | | |
| 2/17/2008 | | | | | | | | | | | | | | | | | | | | | | | | |
| 2/18/2008 | 08:30 | 12:30 | 13:30 | 17:45 | | | | | | | | | 8:15 | | | | | | | | | | | |
| 2/19/2008 | 07:00 | 12:30 | 13:30 | 17:30 | | | | | | | | | 9:30 | | | | | | | | | | | |
| 2/20/2008 | 08:00 | 12:30 | 13:30 | 17:30 | | | | | | | | | 8:30 | | | | | | | | | | | |
| 2/21/2008 | 05:00 | 10:30 | 11:30 | 14:35 | | | | | | | | | 8:35 | | | | | | | | | | | |
| 2/22/2008 | 08:30 | 12:30 | 13:30 | 17:35 | | | | | | | | | 8:05 | | | | | | | | | | | |
| Weekly Total: | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | 42.92 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 42.92 | 2.92 | | | |

| Date | Break 1 | | Break 2 | | Break 3 | | Break 4 | | Break 5 | | Break 6 | | Rate 1 | Rate 4 | Hol | PTO | JD | Ber | Total | OT | | | | |
|---------------|---------|-------|---------|-------|---------|-----|---------|-----|---------|-----|---------|-----|--------|--------|------|------|------|------|-------|-------|------|--|--|--|
| | In | Out | In | Out | In | Out | In | Out | In | Out | In | Out | | | | | | | | | | | | |
| 2/23/2008 | 09:00 | 14:10 | | | | | | | | | | | 5:10 | | | | | | | | | | | |
| 2/24/2008 | | | | | | | | | | | | | | | | | | | | | | | | |
| 2/25/2008 | 08:30 | 12:30 | 13:30 | 17:40 | | | | | | | | | 8:10 | | | | | | | | | | | |
| 2/26/2008 | 08:30 | 12:30 | 13:30 | 17:45 | | | | | | | | | 8:15 | | | | | | | | | | | |
| 2/27/2008 | 09:00 | 10:30 | 11:00 | 16:45 | | | | | | | | | 7:15 | | | | | | | | | | | |
| 2/28/2008 | 08:30 | 12:30 | 13:30 | 17:35 | | | | | | | | | 8:05 | | | | | | | | | | | |
| 2/29/2008 | 08:35 | 12:30 | 13:30 | 17:55 | | | | | | | | | 8:20 | | | | | | | | | | | |
| Weekly Total: | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | 45.25 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 45.25 | 5.25 | | | |

Period Total: 88.17 0.00 0.00 0.00 0.00 0.00 0.00 88.17

Employee: _____ Supervisor: _____ Date: _____

Earnings Statement

C LICENSE DRIVER

La Puente, CA 91744

| Co | File # | Wk | Pay Date | Period End | Paid Dept | Paid Clock | Gross Pay | Net Pay | Check # | Chk/Vcr | Void |
|-----|--------|------|------------|------------|-----------|------------|-----------|---------|----------|---------|------|
| EFW | 3130 | 10-1 | 03/07/2008 | 02/29/2008 | 170011 | | 1,008.48 | 889.35 | 00058511 | Check | |

| Earnings | Rate | Hours | This Period |
|------------------|------|-------|-------------------|
| Regular | | 79.83 | 755.19 |
| Overtime | | 17.85 | 253.29 |
| Gross Pay | | | \$1,008.48 |

| Deductions | Statutory |
|----------------|-----------------|
| | Medicare |
| | Social Security |
| | 75 SU/SDI |
| Others | |
| | 125 H/hmo |
| Net Pay | \$889.35 |

Bi-weekly Hours Summary

Name: C. License Driver

Payroll Ending Date: 2/29/2008

| Date | Meal Break | | Time | | Total Hours | Hol. | V/S | J/D | Ber. | Indicate reason for overtime/ Hours any hours not worked |
|----------------------|------------|-------|-------|-------|--------------|--------------|-------------|-------------|-------------|--|
| | In | Out | In | Out | | | | | | |
| 2-16-2008 | | | | | | | | | | |
| 2-17-2008 | | | | | | | | | | |
| 2-18-2008 | 06:45 | 12:00 | 12:30 | 15:05 | 7.85 | | | | | |
| 2-19-2008 | 06:45 | 12:30 | 13:00 | 17:30 | 10.25 | | | | | |
| 2-20-2008 | 06:45 | 12:45 | 13:15 | 17:20 | 10.08 | | | | | |
| 2-21-2008 | 06:45 | 12:00 | 12:30 | 17:15 | 10.00 | | | | | |
| 2-22-2008 | 06:45 | 11:40 | 12:10 | 17:05 | 9.83 | | | | | |
| Weekly Total: | | | | | 48.00 | 39.83 | 8.17 | 0.00 | 0.00 | 0.00 |

| Date | Meal Break | | Time | | Total Hours | Hol. | V/S | J/D | Ber. | Indicate reason for overtime/ Hours any hours not worked |
|----------------------|------------|-------|-------|-------|--------------|--------------|-------------|-------------|-------------|--|
| | In | Out | In | Out | | | | | | |
| 2-23-2008 | | | | | | | | | | |
| 2-24-2008 | | | | | | | | | | |
| 2-25-2008 | 06:45 | 12:10 | 12:40 | 17:06 | 9.85 | | | | | |
| 2-26-2008 | 06:45 | 13:30 | 14:00 | 16:40 | 9.42 | | | | | |
| 2-27-2008 | 06:45 | 12:30 | 13:00 | 17:45 | 10.50 | | | | | |
| 2-28-2008 | 06:45 | 12:00 | 12:30 | 16:35 | 9.33 | | | | | |
| 2-29-2008 | 06:45 | 11:45 | 12:15 | 17:50 | 10.58 | | | | | |
| Weekly Total: | | | | | 49.68 | 40.00 | 9.68 | 0.00 | 0.00 | 0.00 |

Period Total: 97.68 79.83 17.85 0.00 0.00 0.00 0.00 0.00 0.00

Employee: _____ Supervisor: _____ Date: _____



SAFETY AND TRAINING PROGRAM

POLICY AND PROCEDURE

REVISED

**SAFETY AND TRAINING PROGRAM
POLICY AND PROCEDURE**

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SAFETY AND TRAINING PROGRAM POLICY AND PROCEDURE

1.0 POLICY OBJECTIVE

Southland Transit, Inc. (STI) is committed to delivering safe public transit services to our clients. In meeting this goal it is our policy to:

- 1) Develop and maintain a qualified and active Safety and Training Personnel Department, whose staff is capable of delivering our commitment.
- 2) Implement training practices, which ensure employees are trained and capable of delivering transit service in a safe and timely manner.
- 3) Promote an attitude toward safety, which effectively serves STI in reducing, and/or preventing accidents.
- 4) Prohibit employee actions that do not meet the safety standards outlined in this policy.

2.0 PURPOSE

The purpose of this policy is to provide the Safety and Training Department (Dept.) with guidelines and standards for training new and existing drivers to meet STI safety goals, as well as ensure compliance with regulatory and contractual guidelines.

This program is not all-inclusive of STI's Safety and Training program efforts, but instead defines minimum requirements. Each project is unique and additional areas of training should be included by project location training personnel.

3.0 APPLICABILITY

These policies apply to employees responsible for the administration of the program, as well as to employees who undergo STI Training. Every member of management is required to read and become familiar with the requirements of this policy.

This policy is an extension of the STI Employee Handbook and Injury and Illness Prevention Policy. Thus, STI employees are governed also by those policies and remain subject to their content.

3.1 PROGRAM STAFF SELECTION AND RESPONSIBILITIES

Each Facility Manager shall designate at least one Behind-the-Wheel Trainer for each facility. While STI provides the majority of driver trainee instruction at its Central Training Facility, additional instruction may be provided at the project location. The Central Trainer and Project Managers shall collaborate in the selection of project location training staff.

Individuals appointed to the following positions should become familiar with this program and proficient in the area(s) of training they are responsible for, as well as the policy's general application.

- Central Trainer
- Project Manager
- Classroom Instructor (where applicable)
- Behind-the-Wheel (BTW) Trainer
- Field Supervisor
- Lead Personnel
- Other positions as assigned

The Central Trainer shall be responsible for delivering the program to these individuals and ensuring that they understand their duties and obligations under this program.

4.0 INSTRUCTOR QUALIFICATIONS

4.1 CLASSROOM INSTRUCTOR

A Classroom Instructor who is not immediately supervised by another qualified STI Instructor should, at minimum, have the following qualifications:

- A) License and Certification(s), as applicable to the type of vehicles and/or service being taught.
- B) Certification by the Department of Transportation, Transportation Safety Institute, to deliver transit bus driver training, as well as hold certification to teach STI's prescribed defensive driving course.
- C) One (1) year of experience as an STI driver in a like service and six (6) months experience as a STI Behind the Wheel Trainer; or one (1) year experience as a transit trainer.
- D) Other qualifications as required by the location project.

4.2 BTW INSTRUCTOR

Driver trainees shall be instructed and supervised by either a Classroom Instructor, or a certified BTW Trainer. Prior to the driver trainee receiving full licensing, a certified BTW trainer must accompany him/her during all operations.

BTW Trainers are those who have been trained and certified by the Central Trainer to deliver behind-the-wheel training in accordance with the Safety and Training Program.

5.0 DRIVER TRAINEE SELECTION

Every STI driver applicant shall be informed that an original H-6 Department of Motor Vehicles printout must be turned in along with his/her application. In addition to being a requirement for STI employees who are enrolled in the DMV Employer Pull-Notice

program, the printout provides invaluable information regarding an applicant's driving experience and infractions. The final decision to hire a Driver Trainee, based upon considerations identified by a motor vehicle record, will be made by the Facility Director. However, at a minimum STI will not employ those whose record displays the following:

1. 3 or more points for moving violations within the previous 5 years
2. DUI, or Reckless Driving within the previous 10 years
3. Suspended or revoked Drivers License due to moving violations, unless overturned and such information is identified on the record.
4. Other criminal activity arising out of the operation of a Motor Vehicle

6.0 TRAINING AREAS AND TIME REQUIREMENTS

At a minimum, the following subjects will be taught as part of the original driver training. The overall time spent in the course of original classroom instruction will be no less than thirty-six (36) hours per driver trainee, or no less than the time required by the project contract, whichever is greater.

Additionally, if the project contract requires Driver Performance Examinations under the authority of the Department of Motor Vehicles, four (4) hours of Commercial Driver's License training shall be provided utilizing the most recent version of the License Handbook.

| <u>Course Subject:</u> | <u>Hours:</u> |
|-----------------------------------|---------------|
| 1) STI Orientation and Policies | 2.00 |
| 2) Smith System | 2.00 |
| 3) Defensive Driving | 6.00 |
| 3) TSI | |
| • Vehicle Operations | 3.00 |
| • Customer Service | 2.50 |
| • Emergency Management | 2.50 |
| 4) Pre & Post-Trip Inspection | 2.50 |
| 5) Elderly and Disabled | |
| • Empathy & Special Needs | 2.00 |
| • Mobility Device & Securement | 1.00 |
| • ADA | 1.00 |
| 6) Communications (Radio/MDT) | 2.00 |
| 7) Fare Recovery | 1.00 |
| 8) Route Orientation/Thomas Guide | 1.50 |
| 9) Hazardous Materials | 1.50 |
| 10) Bloodborne Pathogens | 1.00 |
| 11) Body Mechanics/Safe Lifting | 1.50 |
| 12) Harassment in the Workplace | 2.00 |
| 13) Drug and Alcohol | <u>1.00</u> |
| Minimum Original Training Hours: | 36.00 |
| *If location performs DPE's: | <u>+ 4.00</u> |
| Total: | 40.00 |

*Commercial Driver's License training should be taught in advance of the above-required subjects and driver trainees should receive Interim Licensing before returning to training.

6.1 CLASSROOM EVALUATION

At a minimum, driver trainees shall be quizzed on each subject taught, and undergo a written examination upon completion of the course. Such testing shall cover critical areas of the subject and course content and reasonably assure that the driver trainee has received adequate instruction to be proficient in these areas. A driver trainee must receive a score of no less than 75 percent on his/her final examination and no less than 75 percent average for all quizzes administered to continue to BTW training. However, any driver trainee receiving a quiz score of less than 75 percent may at the option of the company be allowed to take additional instruction and continue training, rather than be removed. A driver trainee who performs poorly during this process may be removed from training at the discretion of the Classroom Instructor.

6.2 BEHIND-THE-WHEEL (BTW) INSTRUCTION

Driver Trainees who successfully complete classroom instruction may continue to behind-the-wheel training. Each driver trainee will undergo at least forty (40) hours of behind-the-wheel training. A driver trainee must have in his/her possession a valid and current Interim Commercial License, applicable to the vehicle he/she is being trained in, as well as medical clearance (DL-51a – Medical Card) during all training times. In addition, evidence of a negative pre-employment drug test result must be obtained prior to BTW Instruction.

OBSTACLE COURSE Training at a secured parking facility, or other open area where hazard is limited will be provided to a driver trainee prior to operating on the road. The course will be set up according to the prescribed DPE tests the driver trainee must pass to receive full licensing. Prior to continuing his/her behind-the-wheel training, the driver trainee must satisfactorily complete each obstacle at least once, displaying the ability to maneuver safely, regardless if DPE testing is later required (see Section 7 for DPE information). Obstacle Course evaluation will normally take 4 to 6 hours per driver trainee.

ROAD EVALUATION should include testing in all areas applicable to the Driver Trainee Performance Evaluation. This allows the driver trainee to exercise his/her ability in several operating conditions and allows the BTW trainer to effectively critique the driver trainee's driving techniques.

ROUTE TRAINING is recommended and should be incorporated into the training provided by the BTW trainer. Additionally, driver trainees should receive in-service route training prior to completing the program. A driver trainee who operates an in-service vehicle shall have received full licensing, applicable to the vehicle being used, and certification for the type of service.

Depending on the driver trainee's ability, the amount of route training during overall BTW training will vary. Regardless, the driver trainee shall not be provided with more than forty (40) hours of BTW without authorization from the Trainer.

6.3 BTW EVALUATION

Utilizing Form D, Driver Trainee Performance Evaluation, driver trainees will be scored on a variety of obstacles and vehicle maneuvering techniques. An average score of not less than 75 percent must be achieved by the driver trainee during the BTW segment, prior to being released from training. Any violation ratings should be reported to the Trainer.

7.0 ONGOING TRAINING

STI considers continued training to be crucial in maintaining safe operations. Accordingly, ongoing training is provided to ensure driver trainees and other staff members are continually aware of fundamental safety practices, as well as operational changes.

7.1 ADVANCED TRAINING

Upon five (5) years of service, or at the time that one's driving certificate is due for renewal, drivers will be required to undergo an additional eight (8) hours of classroom training, as prescribed by the Trainer.

7.2 SAFETY MEETINGS

Every staff member is required to participate in the location safety program meetings. Normally, these are held once a month, schedules permitting, for a period of two (2) hours. Other arrangements are permitted, as approved by management, but will not fall below ten (10) hours of meeting time per year.

7.3 RETRAINING

An employee who is involved in a ¹⁾Preventable Accident and continues employment with STI shall undergo retraining prior to operating any service vehicle. The subjects(s) being retaught shall be applicable to the nature of the accident, including related subjects. The Trainer will determine the subject(s) to be taught and the timeframe required in order to ensure the driver is proficient in the area(s) where the failure occurred. Form G shall be used to document driver retraining.

¹⁾ Preventable Accident: Any accident that resulted when a driver failed to do everything reasonably possible to avoid it. In any accident, the Central Trainer will investigate the circumstances and determine preventability.

8.0 VEHICLE MAINTENANCE PERSONNEL

- 8.1 **MECHANICS:** Any maintenance person who operates a vehicle, for parking or other purposes, on or off a public roadway, must have a license applicable to the vehicle he/she operates. Said License shall include endorsement and respect all license restrictions, as prescribed by the Department of Motor Vehicles.
- 8.2 **SERVICE WORKERS:** Any service worker who operates a vehicle on a public roadway must have a license applicable to the vehicle he/she operates. A service worker who operates vehicles exclusively for the purpose of washing or parking, within a private facility only, must possess, at minimum, a valid and current Drivers License. Service workers shall be trained to safely operate any vehicle he/she may be required to move.

In any case, Maintenance personnel shall be provided with a minimum of twenty (20) hours of original driver training (24 hours if DPE is required) to include; Company Orientation and Policy; Defensive Driving; Hazardous Materials; Bloodborne Pathogens; Sexual Harassment; Body Mechanics; Emergency Procedures and; Drug and Alcohol.

9.0 CUSTOMER SERVICE AND COMMUNICATIONS PERSONNEL

STI Customer Service and Communications employees fall into two classifications; those whose responsibilities are safety-sensitive and those whose are not. Training for these employees is determined by classification.

- 9.1 **SAFETY-SENSITIVE:** Safety-sensitive employees include Radio Operators/ Dispatchers and Team Leaders who are in a position to control or direct the movement of passenger transport vehicles. These employees are subject to DOT regulated Drug and Alcohol testing and, their positions require them to have a better understanding of operational safety requirements.

In addition to standard customer service and phone etiquette training, safety-sensitive personnel shall be provided with a minimum of fifteen (15) hours of original driver training to include; Company Orientation and Policy; Hazardous Materials; Blood borne Pathogens; Empathy and People with Special Needs; Sexual Harassment; Body Mechanics; Emergency Procedures; Drug and Alcohol and; Radio Communications.

- 9.2 **Non-Safety-Sensitive:** Call-Takers are not safety-sensitive, as they do not direct the movement of passenger transport vehicles.

These employees shall be provided with the currently prescribed customer service and phone etiquette training, in addition to policy orientation training, as applicable to the position.

10.0 SAFETY AND TRAINING RECORDS

Several forms will be used to document new and ongoing training of STI employees. Training records required to meet CHP inspection requirements will be maintained at the project location. All other training records will be maintained in the employee personnel file. The Central Trainer is responsible for the administration of the Safety and Training Program and holds ultimate responsibility for training record organization and accuracy. Therefore, the following original forms used in the process of training employees will be maintained by or forwarded to the Central Trainer for review and distribution.

10.1 DRIVER OUTLINE (Form – A)

This document should be provided in driver application packets. The form should be signed by the applicant and returned with their application. This form provides the applicant with a clear understanding of training and position requirements.

10.2 CLASSROOM SCHEDULE (Form – C)

A schedule should be prepared by the Classroom Instructor and provided to all driver trainees prior to beginning training. This will allow driver trainees to plan responsibly for the training class and also serve as back up documentation for the Individual Training Log.

10.3 DRIVER TRAINEE PERFORMANCE EVALUATION (Form – D)

As discussed in Section 6.3, this form is used to evaluate behind-the-wheel training aspects. This form is used for Drivers, as well as maintenance personnel whose positions include operating revenue service vehicles.

10.4 INDIVIDUAL TRAINING LOG (Form – E)

All STI personnel shall have training applicable to their position documented on the Individual Training Log. The Log serves as the primary document to evidence any training received. The Central Trainer will maintain this document.

10.5 DRIVER PROFICIENCY CERTIFICATION (Form – F)

Any STI employee who is permitted to drive a revenue service vehicle, whether used in revenue service or not, must be trained to drive said vehicle(s) safely. Form – F will be completed for those employees whose position requires the above.

10.6 H-6 PRINTOUT & PULL NOTICES (DMV generated forms)

As identified in Form – A, Driver Outline, an original H-6 Printout must be provided by the applicant with his/her application. Printouts dated older than 30 days are not acceptable. The original printout must be reviewed by the hiring Facility Director, signed, and submitted to the Central Trainer, prior to the applicant beginning training. Refer to section 6, Driver Selection, for more information about H-6 printouts.

Pull Notices will be sent directly to the Central Trainer for record review and renewal information. The Central Trainer will sign, record necessary information in the Renewal Database and forward the Pull Notice to the Project Manager.

11.0 SAFETY MANAGEMENT

11.1 RENEWAL DATABASE

The Central Trainer will maintain a computer database that clearly identifies renewal dates, and other dates of significance (i.e., Driver Evaluations, etc.), for each STI employee governed by this program. The database will be updated as required, and will be reviewed at least once per month for the purpose of planning for renewals.

The Central Trainer will communicate necessary renewals and other significant employee information with project managers each month.

11.2 SUPERVISION

Each facility shall designate a Road Supervisor or other employee responsible for ensuring safe vehicle operations, according to the program. Additional supervision may also be required as part of the local contract. The Road Supervisor will be responsible for completing ride checks and pull out inspections, in addition to handling project safety standards discussed in section 12 of this program.

11.3 RIDE CHECKS

Using Form G, Driver Evaluation, each project shall perform an observed evaluation for each driver at least once annually. This evaluation allows for an objective critique of the drivers ability, as it relates to vehicle operations (i.e., the specifics of his/her job).

The Driver Evaluation also may be used for unobserved ride checks, which may and should be carried out on a random basis to ensure safe vehicle operations in general.

11.4 PULL-OUT INSPECTIONS

Utilizing Form H, Pull Out Inspection, projects shall conduct and document inspections. These will normally occur twice per year and should be completed on an unannounced basis. Each project manager will be responsible for assembling necessary staff and conducting inspections on at least one-third of those beginning their shifts. Inspections should be planned either early in the morning, or during the largest shift start time.

12.0 SAFETY STANDARDS

The following standards have been established by STI to ensure a common understanding of safe vehicle operation, and minimum criteria with regard to unsafe vehicle operations.

12.1 UNSAFE ACTS

As discussed in the Injury and Illness Prevention Program, unsafe acts may also be observed in the operation of vehicles. Unsafe acts will be determined by the observing supervisor and will be documented. The employee shall be issued a citation, advising them of the observed unsafe act. An employee who receives 3 or more citations within a two-year period may be subject to disciplinary action, up to and including termination.

12.2 PREVENTABLE COLLISIONS

The project Road Supervisor, or other designated employee shall investigate each vehicle accident. Such investigation shall include documented factual statements, conclusions and opinions related to the cause of the collision. An employee involved in a Preventable Collision is subject to disciplinary action up to and including termination. See section 7.3 for more information regarding Preventable Accidents.

12.3 WHEELCHAIR RELATED ACCIDENTS

At no time is a Wheelchair Accident that is determined to be preventable permitted. An employee who is involved in a preventable wheelchair accident may be subject to immediate termination.

13.0 APPENDIX

| | |
|----------|---------------------------------------|
| Form – A | Driver Outline |
| Form – B | Contingency Notice |
| Form – C | Classroom Schedule |
| Form – D | Driver Trainee Performance Evaluation |
| Form – E | Individual Training Log |
| Form – F | Driver Proficiency Certification |
| Form – G | Driver Evaluation |
| Form – H | Pull Out Inspection |
| Form – I | Field Supervisor Daily Report |
| Form – J | Unsafe Act Citation |
| Form – K | Re-Training Document |
| Form – L | Policy Acknowledgement |



Bus Driver Outline

Job Title: Bus Driver
FSLA Job Status: Non-Exempt
Salary: TBD
Location: Assigned Contract

POSITION SUMMARY:

In this position an employee is responsible for providing courteous transportation service to passengers in a safe and timely manner, while conforming to all applicable state and federal laws as they relate to passenger bus transportation.

POSITION OUTLINE:

1. General Qualifications.

An eligible candidate must possess the following:

- a) Be twenty-one (21) years of age or older.
- b) Insurable Driving Record. No DUI's or Reckless driving within past 10 years.
- c) Reliable employment history.
- d) Ability to pass a Pre-Employment physical, drug screen and criminal background check in accordance with all applicable laws and contractual requirements relating to the nature the service.
- e) Possess a functional knowledge of the geography in the area of service.
- f) Ability to effectively communicate in English, both written and verbal.
- g) Maintain a "Professional Image" in your appearance and hygiene.
- h) Current commercial licensing, with passenger endorsement and transit certification is preferred, but will train qualified candidates.

2. Physical Requirements.

Within reason, an eligible candidate must possess the ability to:

- a) Push and pull non-ambulatory passengers, i.e. persons in wheelchairs, and persons utilizing walkers.
- b) Climb, bend, stoop, twist, crouch and kneel to secure wheelchairs and conduct vehicle inspections.
- c) Sit for extended periods of time.
- d) Use full range of sense of hearing, speech and vision.
- e) Display manual dexterity as applicable to position.

3. Specific Qualifications.

- a) Maintain a Positive, Pro-active, and Professional demeanor with all fellow employees.
- b) Assist and interact with public in a professional manner.

- c) Display a high level of attention to detail.
- d) Make sound decisions and take responsibility.
- e) Maintain good attendance and be punctual
- f) Be organized in all work activities, while meeting service schedules.
- g) Read, interpret, and apply policy and procedure.

POSITION RESPONSIBILITIES:

Within the parameters established by the Director of Operations and/or the Safety and Training Department, and approved policies and procedures, Bus Drivers are assigned the following position responsibilities:

1. Safe and efficient operation of fleet vehicles:

- a) Performs all pre-trip vehicle inspections in accordance with all applicable laws and within the guidelines set forth by the company.
- b) Reports all unsafe conditions to management.
- c) Properly accounts for all system funds, i.e. ticket sales, fares received, and all other transactions involved with position, where applicable.
- d) Operates assigned route in accordance with prescribed system timetable, manifest and/or according to the instruction of dispatch.
- e) Properly Maintains all required documentation in accordance with laws and within the guidelines set for the by the company.
- f) Observe safety as a priority while performing all duties.

2. Customer service:

- a) Focuses and responds appropriately to the needs of all customers.
- b) Maintains positive attitude and professional image while interacting with customers.
- c) Observes and acts in accordance with all laws regarding the transporting of person's with disabilities (ADA).
- d) Directs and assists customers upon request in a friendly manner.
- e) Reports any unusual incidents to project supervisor.

3. Other duties as assigned:

- a) As assigned by project supervisor.

Employee or Candidate:

Project Manager:

Signed: _____

Signed: _____

Dated: _____

Dated: _____

Original: Employee Personnel File
Copy to: Employee



From: STI Training Director
To: All Prospective Employees
Date: _____
Subject: Acknowledgment for Contingency of Employment

I understand that employment with Southland Transit, Inc. is employment-at-will which can be terminated at any time. However, as I am seeking to be an employee who is also subject to state and federal licensing requirements, as well as being required to be deemed insurable for operation of a vehicle, I understand that my employment with Southland Transit is contingent upon the successful completion of the required pre-employment physical, DOT drug screen, and background certification check.

Furthermore, I acknowledge that I must successfully complete the training program as described by Southland Transit, Inc. and attain all licensing and certifications as required by State and Federal law, in accordance with the training program.

Any discrepancies or falsifications of required documentation or of my application may be cause for my being dropped from training and being terminated from employment.

I have read and understand the above statements.

Name (print)

Date

Signature



Week of: _____

| Date | Sun | Mon | Tues | Weds | Thurs | Fri | Sat |
|------------|-----|-----|------|------|-------|-----|-----|
| TRAINER | | | | | | | |
| TIME | | | | | | | |
| SUBJECT | | | | | | | |
| TRAINER | | | | | | | |
| TIME | | | | | | | |
| SUBJECT | | | | | | | |
| TRAINER | | | | | | | |
| TIME | | | | | | | |
| SUBJECT | | | | | | | |
| TRAINER | | | | | | | |
| TIME | | | | | | | |
| SUBJECT | | | | | | | |
| TRAINER | | | | | | | |
| TIME | | | | | | | |
| SUBJECT | | | | | | | |
| TRAINER | | | | | | | |
| TIME | | | | | | | |
| SUBJECT | | | | | | | |
| Homework | | | | | | | |
| Subject | | | | | | | |
| TOTAL TIME | | | | | | | |



DRIVER TRAINEE PERFORMANCE EVALUATION

Driver Trainee Name: _____ Project: _____

Date BTW Started: _____ Service Type: _____

EVALUATION PROCEDURE

This segment consists of a behind-the-wheel evaluation of driving ability and defensive driving skills. The Driver Trainee starts each day with a maximum score available. Points are deducted each time the student obtains a score of less than 4. The maximum score available may fluctuate, as certain areas may not apply to the training session. For that reason the score is formulated on a percentage basis. Scoring instructions are located on page 4 of this booklet.

MAXIMUM SCORE AVAILABLE

The MSA is based on an allotted total of 4 points for each item scored. Count the amount of items scored and multiply by 4. This number represents your MSA.

RATINGS

1 = Violation 2 = Below Standard 3 = Satisfactory 4 = Good

Note: Violations ratings are only given in the event of a hazardous, unsafe or illegal maneuver. All violation ratings require explanation.

| | Date | Instructor | Coach # | Wheel Time | Time | | Score | Student Initial |
|----|------|------------|---------|------------|-------|---------|-------|-----------------|
| | | | | | Daily | Accrual | | |
| 1 | | | | / | | | % | |
| 2 | | | | / | | | % | |
| 3 | | | | / | | | % | |
| 4 | | | | / | | | % | |
| 5 | | | | / | | | % | |
| 6 | | | | / | | | % | |
| 7 | | | | / | | | % | |
| 8 | | | | / | | | % | |
| 9 | | | | / | | | % | |
| 10 | | | | / | | | % | |

**DRIVER TRAINEES MUST ACHIEVE AN AVERAGE SCORE OF NO LESS THAN
75% BEFORE BEING RELEASED FROM TRAINING.**

%

SUBJECT

DAY

Pre Trip Inspection 1 2 3 4 5 6 7 8 9 10

| | | | | | | | | | | |
|--------------------|--|--|--|--|--|--|--|--|--|--|
| Daily Bus Report | | | | | | | | | | |
| Pre-Exterior | | | | | | | | | | |
| Exterior | | | | | | | | | | |
| Tires/Rims/Lugs | | | | | | | | | | |
| Passenger Compart. | | | | | | | | | | |
| Emergency Exits | | | | | | | | | | |
| Fire Extinguisher | | | | | | | | | | |
| Operator Compart. | | | | | | | | | | |
| Recycle W/C/ lift | | | | | | | | | | |

Brakes

| | | | | | | | | | | |
|----------------------|--|--|--|--|--|--|--|--|--|--|
| Air Brake Test | | | | | | | | | | |
| Hydraulic Brake Test | | | | | | | | | | |
| Hydraulic W/Booster | | | | | | | | | | |
| Vacuum /Hydraulic | | | | | | | | | | |
| ABS Operation | | | | | | | | | | |

Transmissions

| | | | | | | | | | | |
|---------------|--|--|--|--|--|--|--|--|--|--|
| Understanding | | | | | | | | | | |
| Operation | | | | | | | | | | |

Smith System

| | | | | | | | | | | |
|---------------------|--|--|--|--|--|--|--|--|--|--|
| Aims High | | | | | | | | | | |
| Gets Big Picture | | | | | | | | | | |
| Keeps eyes moving | | | | | | | | | | |
| Leaves an out | | | | | | | | | | |
| Makes sure they see | | | | | | | | | | |

Obstacle Course

| | | |
|---------------------|--|--|
| Forward Stop | | |
| Gradual Crossover | | |
| Serpentine | | |
| Measured Right turn | | |

Steering

| | | | | | | | | | | |
|---------------|--|--|--|--|--|--|--|--|--|--|
| Hand Position | | | | | | | | | | |
| Smooth Motion | | | | | | | | | | |
| Other | | | | | | | | | | |

Radio Operation

| | | | | | | | | | | |
|--------------------|--|--|--|--|--|--|--|--|--|--|
| Uses 10 - Codes | | | | | | | | | | |
| Clipping | | | | | | | | | | |
| Transfer Procedure | | | | | | | | | | |

Backing

| | | | | | | | | | | |
|----------------------|--|--|--|--|--|--|--|--|--|--|
| Speed Control | | | | | | | | | | |
| Uses Horn | | | | | | | | | | |
| Uses Mirrors | | | | | | | | | | |
| Straight line method | | | | | | | | | | |
| Weaving method | | | | | | | | | | |
| Back up Stall | | | | | | | | | | |
| Parallel parking | | | | | | | | | | |

Acceleration, Braking &

Stopping Distance

1 2 3 4 5 6 7 8 9 10

| | | | | | | | | | | |
|------------------------|--|--|--|--|--|--|--|--|--|--|
| Engage P/Brake | | | | | | | | | | |
| Accelerates smooth | | | | | | | | | | |
| Maintains speed | | | | | | | | | | |
| Initial brake depress. | | | | | | | | | | |
| Stopping distance | | | | | | | | | | |
| Vehicle in front | | | | | | | | | | |
| Behind limit line | | | | | | | | | | |
| Complete Stop | | | | | | | | | | |

Lane use, changing & passing

| | | | | | | | | | | |
|-------------------------------|--|--|--|--|--|--|--|--|--|--|
| Position Centered | | | | | | | | | | |
| Position 6" from curb | | | | | | | | | | |
| Position 4' from curb | | | | | | | | | | |
| Checks mirrors | | | | | | | | | | |
| Signals in advance | | | | | | | | | | |
| Signals properly when passing | | | | | | | | | | |
| Right lane usage | | | | | | | | | | |
| Merges smoothly | | | | | | | | | | |

Turns

| | | | | | | | | | | |
|-------------------------------------|--|--|--|--|--|--|--|--|--|--|
| Choice of lane | | | | | | | | | | |
| Checks mirror | | | | | | | | | | |
| Signals in advance | | | | | | | | | | |
| Proper set up | | | | | | | | | | |
| Check blind spot | | | | | | | | | | |
| Square Turn | | | | | | | | | | |
| Uses hand over hand | | | | | | | | | | |
| Uses hand to hand | | | | | | | | | | |
| 5mph or less when making right turn | | | | | | | | | | |
| Monitors tail swing | | | | | | | | | | |
| Accelerates out of | | | | | | | | | | |
| Returns hands to 9&3 or 10&2 | | | | | | | | | | |

Intersections

| | | | | | | | | | | |
|-------------------------------|--|--|--|--|--|--|--|--|--|--|
| Surveys before entering | | | | | | | | | | |
| Speed entering | | | | | | | | | | |
| Covers brakes | | | | | | | | | | |
| Keeps head & eyes moving | | | | | | | | | | |
| Ensures intersection is clear | | | | | | | | | | |
| Obeys sign/signals | | | | | | | | | | |
| Yields for pedestrians | | | | | | | | | | |
| Yield Right of Way | | | | | | | | | | |

SUBJECT

DAY

Freeway Driving 1 2 3 4 5 6 7 8 9 10

| | | | | | | | | | | |
|----------------------------|--|--|--|--|--|--|--|--|--|--|
| Observes Signs and Signals | | | | | | | | | | |
| Checks Mirrors | | | | | | | | | | |
| Signals properly | | | | | | | | | | |
| Scans for gap in Traffic | | | | | | | | | | |
| Speed limit adher. | | | | | | | | | | |
| On/off Ramp | | | | | | | | | | |
| Merges smoothly | | | | | | | | | | |

Rural Driving

| | | | | | | | | | | |
|----------------------------|--|--|--|--|--|--|--|--|--|--|
| Observes Signs and Signals | | | | | | | | | | |
| Checks Mirrors | | | | | | | | | | |
| Signals properly | | | | | | | | | | |
| Speed limit adher. | | | | | | | | | | |

Mountain Driving

| | | | | | | | | | | |
|----------------------------|--|--|--|--|--|--|--|--|--|--|
| Observes Signs and Signals | | | | | | | | | | |
| Checks Mirrors | | | | | | | | | | |
| Signals properly | | | | | | | | | | |
| Speed limit adher. | | | | | | | | | | |

Curves & Hills

| | | | | | | | | | | |
|----------------------------------|--|--|--|--|--|--|--|--|--|--|
| Signals properly | | | | | | | | | | |
| Checks Traffic | | | | | | | | | | |
| Push-pull method | | | | | | | | | | |
| Merges smoothly | | | | | | | | | | |
| Approaches curve at proper speed | | | | | | | | | | |
| Positions vehicle for curve | | | | | | | | | | |
| Maintains position in curve | | | | | | | | | | |
| Selects proper lane before hill | | | | | | | | | | |
| Uses correct gear | | | | | | | | | | |
| Slows when approaching crest | | | | | | | | | | |
| Proper braking proc. down hills | | | | | | | | | | |

Night Driving

| | | | | | | | | | | |
|--------------------------------------|--|--|--|--|--|--|--|--|--|--|
| Uses High beams Properly | | | | | | | | | | |
| Increases following distance | | | | | | | | | | |
| Light blinded: Looks to edge of Road | | | | | | | | | | |

Railroad Crossing 1 2 3 4 5 6 7 8 9 10

| | | | | | | | | | | |
|------------------------------|--|--|--|--|--|--|--|--|--|--|
| Mirror Usage | | | | | | | | | | |
| Signal Usage | | | | | | | | | | |
| Position after stop | | | | | | | | | | |
| Uses four ways | | | | | | | | | | |
| Looks & Listens | | | | | | | | | | |
| Merges into Traffic smoothly | | | | | | | | | | |

Hostile Weather

| | | | | | | | | | | |
|-----------------------------|--|--|--|--|--|--|--|--|--|--|
| Uses Headlights | | | | | | | | | | |
| Uses Wipers | | | | | | | | | | |
| Increase following Distance | | | | | | | | | | |
| Looks for Hazards | | | | | | | | | | |

Narrow Streets / Traffic Circles

| | | | | | | | | | | |
|--------------------------------------|--|--|--|--|--|--|--|--|--|--|
| Continually checks side clearance | | | | | | | | | | |
| Under 15mph on narrow streets | | | | | | | | | | |
| Checks for Traffic over Shoulder | | | | | | | | | | |
| Merges only when safe to do so | | | | | | | | | | |
| Positions vehicle in exit lane early | | | | | | | | | | |
| Looks for lost or confused Drivers | | | | | | | | | | |

Bike Racks

| | | | | | | | | | | |
|---------------------------------------|--|--|--|--|--|--|--|--|--|--|
| Knows proper method of use | | | | | | | | | | |
| Able to clearly explain rules & proc. | | | | | | | | | | |

Wheelchair lift operation & securement

| | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|--|
| Vehicle position for boarding/deboarding | | | | | | | | | | |
| Operation of lift | | | | | | | | | | |
| Communicates to passenger | | | | | | | | | | |
| Conventional Sec. | | | | | | | | | | |
| 4 point tie down | | | | | | | | | | |

Service Stops / Bus Zones

| | | | | | | | | | | |
|---------------------|--|--|--|--|--|--|--|--|--|--|
| Correct approach | | | | | | | | | | |
| Signal Use | | | | | | | | | | |
| Stop 3' before sign | | | | | | | | | | |
| 6"-12" parallel | | | | | | | | | | |
| Engages 4-ways | | | | | | | | | | |

Service Stops / Bus Zones (cont.)

| | | | | | | | | | | |
|---------------------------------------|---|---|---|---|---|---|---|---|---|---|
| Uses caution with Passengers in zone | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 1 |
| Monitors tail swing when pulling away | | | | | | | | | | |
| Uses door properly | | | | | | | | | | |
| Warns Passenger of Hazards | | | | | | | | | | |

Route Knowledge

| | | | | | | | | | | |
|---------------------------------------|---|---|---|---|---|---|---|---|---|---|
| Farebox knowledge/ completes Manifest | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 1 |
| Is familiar with Routes | | | | | | | | | | |
| Times stops | | | | | | | | | | |
| Is aware of critical service points | | | | | | | | | | |

| Date | Instructor Explanation of Violation rating / Comments | Initial |
|------|--|---------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |
| 10 | | |

Scoring Instructions: Input all of the various ratings in their appropriate boxes for the Day/Session in question. Add all totals from "score" column, multiply total by four (4) and input into box labeled "Maximum Score Available". Add all scores from "calculation" column and input into box labeled "Subtotal". Input violation ratings subtracted from Subtotal into box labeled "Total". Divide Total Score by Maximum Score Available and input percentage into bold box. Transfer percentage to front page for review.

Day/Session #1

| | Score | Calculation |
|---------------------------------|----------------------|---------------------------------------|
| Total of Below Standard ratings | | x 2 = |
| Total of Satisfactory ratings | | x 3 = |
| Total of Good ratings | | x 4 = |
| Subtotal Score | = | |
| Total Violation ratings | | x-1 = - |
| Total | = | |
| Maximum Score Available | <input type="text"/> | = <input type="text"/> % _n |

Day/Session #2

| | Score | Calculation |
|---------------------------------|----------------------|---------------------------------------|
| Total of Below Standard ratings | | x 2 = |
| Total of Satisfactory ratings | | x 3 = |
| Total of Good ratings | | x 4 = |
| Subtotal Score | = | |
| Total Violation ratings | | x-1 = - |
| Total | = | |
| Maximum Score Available | <input type="text"/> | = <input type="text"/> % _n |

Day/Session #3

| | Score | Calculation |
|---------------------------------|----------------------|---------------------------------------|
| Total of Below Standard ratings | | x 2 = |
| Total of Satisfactory ratings | | x 3 = |
| Total of Good ratings | | x 4 = |
| Subtotal Score | = | |
| Total Violation ratings | | x-1 = - |
| Total | = | |
| Maximum Score Available | <input type="text"/> | = <input type="text"/> % _n |

Day/Session #4

| | Score | Calculation |
|---------------------------------|----------------------|---------------------------------------|
| Total of Below Standard ratings | | x 2 = |
| Total of Satisfactory ratings | | x 3 = |
| Total of Good ratings | | x 4 = |
| Subtotal Score | = | |
| Total Violation ratings | | x-1 = - |
| Total | = | |
| Maximum Score Available | <input type="text"/> | = <input type="text"/> % _n |

Day/Session #5

| | Score | Calculation |
|---------------------------------|----------------------|---------------------------------------|
| Total of Below Standard ratings | | x 2 = |
| Total of Satisfactory ratings | | x 3 = |
| Total of Good ratings | | x 4 = |
| Subtotal Score | = | |
| Total Violation ratings | | x-1 = - |
| Total | = | |
| Maximum Score Available | <input type="text"/> | = <input type="text"/> % _n |

Day/Session #6

| | Score | Calculation |
|---------------------------------|----------------------|---------------------------------------|
| Total of Below Standard ratings | | x 2 = |
| Total of Satisfactory ratings | | x 3 = |
| Total of Good ratings | | x 4 = |
| Subtotal Score | = | |
| Total Violation ratings | | x-1 = - |
| Total | = | |
| Maximum Score Available | <input type="text"/> | = <input type="text"/> % _n |

Day/Session #7

| | Score | Calculation |
|---------------------------------|----------------------|---------------------------------------|
| Total of Below Standard ratings | | x 2 = |
| Total of Satisfactory ratings | | x 3 = |
| Total of Good ratings | | x 4 = |
| Subtotal Score | = | |
| Total Violation ratings | | x-1 = - |
| Total | = | |
| Maximum Score Available | <input type="text"/> | = <input type="text"/> % _n |

Day/Session #8

| | Score | Calculation |
|---------------------------------|----------------------|---------------------------------------|
| Total of Below Standard ratings | | x 2 = |
| Total of Satisfactory ratings | | x 3 = |
| Total of Good ratings | | x 4 = |
| Subtotal Score | = | |
| Total Violation ratings | | x-1 = - |
| Total | = | |
| Maximum Score Available | <input type="text"/> | = <input type="text"/> % _n |

Day/Session #9

| | Score | Calculation |
|---------------------------------|----------------------|---------------------------------------|
| Total of Below Standard ratings | | x 2 = |
| Total of Satisfactory ratings | | x 3 = |
| Total of Good ratings | | x 4 = |
| Subtotal Score | = | |
| Total Violation ratings | | x-1 = - |
| Total | = | |
| Maximum Score Available | <input type="text"/> | = <input type="text"/> % _n |

Day/Session #10

| | Score | Calculation |
|---------------------------------|----------------------|---------------------------------------|
| Total of Below Standard ratings | | x 2 = |
| Total of Satisfactory ratings | | x 3 = |
| Total of Good ratings | | x 4 = |
| Subtotal Score | = | |
| Total Violation ratings | | x-1 = - |
| Total | = | |
| Maximum Score Available | <input type="text"/> | = <input type="text"/> % _n |

ROUTE TRAINING

| DATE | ROUTE | RUN/SHIFT# | *CHECK IF IN SERVICE | TRAINER |
|------|-------|------------|-------------------------|---------|
|------|-------|------------|-------------------------|---------|

| | | | | |
|----|--|--|--|--|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |

* Driver Trainee must be signed-off, licensed with applicable endorsements before driving any vehicles in revenue service!

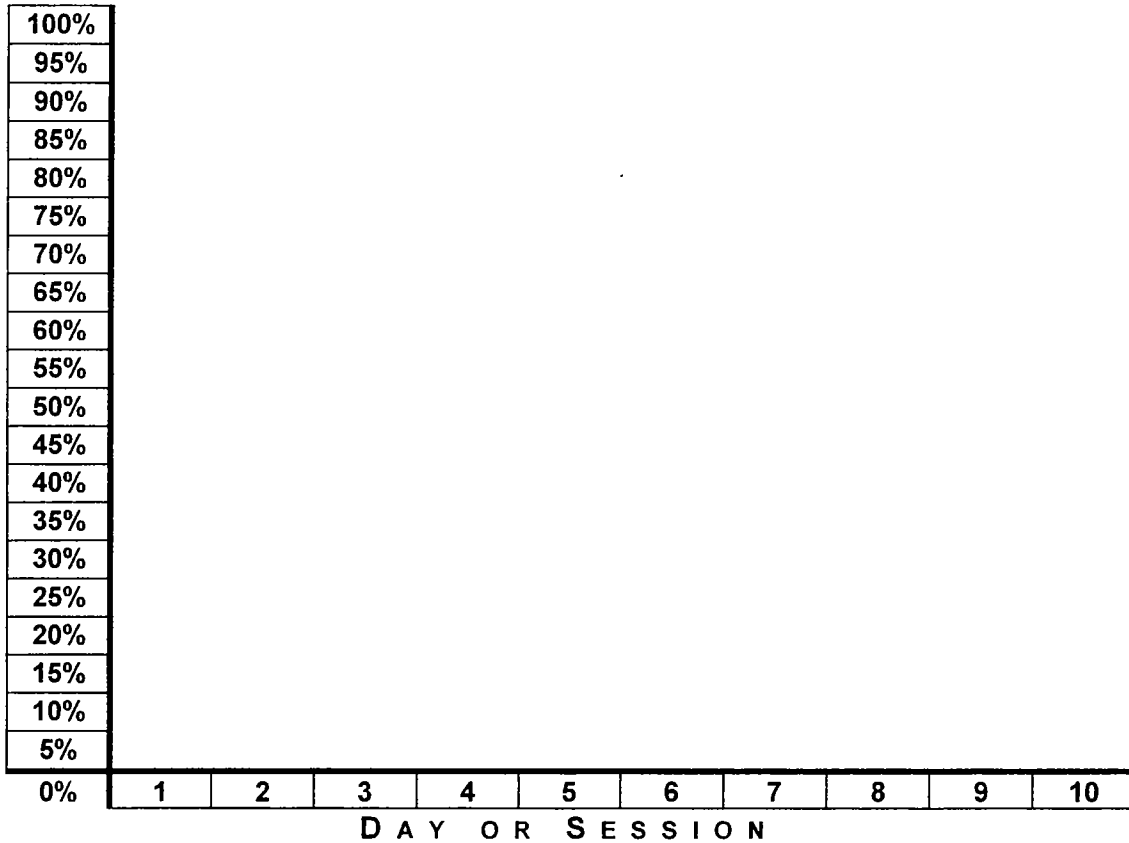
Note: In revenue service is defined as a vehicle in operation with passengers for fare.

COMMENTS

Route knowledge

| | |
|----|--|
| 1 | |
| 2 | |
| 3 | |
| 4 | |
| 5 | |
| 6 | |
| 7 | |
| 8 | |
| 9 | |
| 10 | |

DRIVER TRAINEE PROGRESS CHART



This chart is used to measure improvement on a progressive level for each Driver Trainee. Using a red ink pen, draw a straight line from preceding percentage scored to current percentage scored. The numbers below the chart represent the current session or day of training in question. If on first day or session, start line at the percentage reached that day on column #1.



TRAINING LAPEL SHEET

| | |
|--------------------|---------------------------|
| <i>NAME:</i> | <i>TRAINING START:</i> |
| <i>POSITION:</i> | <i>TRAINING COMPLETE:</i> |
| <i>PHONE:</i> | <i>CDL TYPE:</i> |
| <i>S.S.N.:</i> | <i>FIRST AID:</i> |
| <i>HIRE DATE:</i> | <i>CPR:</i> |
| <i>C.D.L. NO.:</i> | <i>DOB:</i> |

DRIVER PROFICIENCY & AUTHORIZED VEHICLES
 (CCR 13, 1229) (CCR 13, 1234 (b))

| <i>DATE</i> | <i>INSTRUCTOR INITIAL</i> | |
|-------------|-------------------------------|--|
| _____ | _____ | ___ Vehicles less than 10,000 GVWR |
| _____ | _____ | ___ Vehicles 10,000 - 26,000 GVWR |
| _____ | _____ | ___ Vehicles over 26,000 GVWR |
| _____ | _____ | ___ Bus w/ airbrakes ___ passengers |
| _____ | _____ | ___ Bus w/ hydraulic brakes ___ psgrs. |
| _____ | _____ | ___ Standard shift Transmission |
| _____ | _____ | ___ Automatic Trans. only (rest. 64) |
| _____ | _____ | ___ Airbrake endorsement. |
| _____ | _____ | ___ Verification of Transit Training Cert. |
| _____ | _____ | ___ General Public Paratransit Cert. |
| _____ | _____ | ___ VDDP Certificate |



TYPE OF REVIEW: Observed _____ Unobserved _____

BUS DRIVER EVALUATION

Driver Name: _____ Date: (PT) _____ (RC) _____

Start Time: (PT) _____ (RC) _____ Finish Time: (PT) _____ (RC) _____

Vehicle Number: (PT) _____ (RC) _____ Driver's License Number: _____

Driver's License Expiration: _____ DL 51(a) Expiration Date: _____

Supervisor's Signature: _____ Examiner's Signature: _____

Input one of the following scores in each applicable Box. After, refer to reverse side for scoring instructions. Operator must achieve a score of not less than 75 %.

4 = Good
3 = Satisfactory
2 = Below Standard
-1 = Violation / Retraining Required

Exceptions: A score of less than 3 in E, G, or N is cause for immediate failure of the review.

ANY CHECKS BELOW WILL RESULT IN IMMEDIATE FAILURE OF REVIEW:

| | |
|---|--------------------------|
| Did not follow backing procedure. | <input type="checkbox"/> |
| Failure to have valid Driver's license, DL 51(a) and required cert. | <input type="checkbox"/> |
| Improper Body Mechanics when securing mobility device | <input type="checkbox"/> |

SCORE ACHIEVED: Check one of the following after completing reverse side

GOOD = scored between 90% and 100%

SATISFACTORY = scored between 75% and 90%

BELOW STANDARD = scored below 75% - Operator requires retraining

VIOLATION = score does not apply and operator requires retraining.

| PRE-TRIP INSPECTION | Score: | % |
|-------------------------------------|--------------------------|---|
| A. Exterior Lights | <input type="checkbox"/> | |
| B. Fluid Levels | <input type="checkbox"/> | |
| C. Belts and Hoses | <input type="checkbox"/> | |
| D. Fluid Leaks | <input type="checkbox"/> | |
| E. Tires/Wheels/Lugs/Rims | <input type="checkbox"/> | |
| F. Springs/Shocks (if applicable) | <input type="checkbox"/> | |
| G. Brakes/Drums/Linings | <input type="checkbox"/> | |
| H. Doors and Mirrors | <input type="checkbox"/> | |
| I. Emergency Reflectors | <input type="checkbox"/> | |
| J. Fuel Tanks | <input type="checkbox"/> | |
| K. Air/Electrical Lines, Connectors | <input type="checkbox"/> | |
| L. Horn | <input type="checkbox"/> | |
| M. First Aid Kit | <input type="checkbox"/> | |
| N. Brake Systems (checks) | <input type="checkbox"/> | |
| O. Guages | <input type="checkbox"/> | |
| P. Heater/Defroster/AC. | <input type="checkbox"/> | |
| Q. Windows/Windshield/Wipers | <input type="checkbox"/> | |
| R. Panel Lights | <input type="checkbox"/> | |

| ADDITIONAL ITEMS FOR BUSES | Score: | % |
|--------------------------------------|--------------------------|---|
| A. Fire extinguisher (if required) | <input type="checkbox"/> | |
| B. Passenger entry doors | <input type="checkbox"/> | |
| C. Emergency Exits | <input type="checkbox"/> | |
| D. Seats/Stanchions/W.C. Lift | <input type="checkbox"/> | |
| E. General interior | <input type="checkbox"/> | |
| F. Wheelchair lift cycle | <input type="checkbox"/> | |
| G. W/C Securement devices/restraints | <input type="checkbox"/> | |
| H. Interlock devices | <input type="checkbox"/> | |

| RIDE CHECK | Score: | % |
|--|--------------------------|---|
| 1. Uses seat belt at all times | <input type="checkbox"/> | |
| 2. Releases emergency parking brake | <input type="checkbox"/> | |
| 3. Two hand grip on steering wheel | <input type="checkbox"/> | |
| 4. Checks mirrors every 5-8 seconds | <input type="checkbox"/> | |
| 5. Accelerates smoothly | <input type="checkbox"/> | |
| 6. Consistently aware of changing road conditions | <input type="checkbox"/> | |
| 7. Adequate self-confidence in driving | <input type="checkbox"/> | |
| 8. Follows proper radio procedure. | <input type="checkbox"/> | |
| 9. Drives right of roadway whenever possible | <input type="checkbox"/> | |
| 10. Follows proper railroad crossing procedures | <input type="checkbox"/> | |
| 11. Makes proper turns | <input type="checkbox"/> | |
| 12. Makes turns at 5mph or less | <input type="checkbox"/> | |
| 13. Maintains proper speed and following distance | <input type="checkbox"/> | |
| 14. Approaches traffic signals ready to stop | <input type="checkbox"/> | |
| 15. Uses turn signals and flashers correctly | <input type="checkbox"/> | |
| 16. Comes to full stop | <input type="checkbox"/> | |
| 17. Correct position after stopping | <input type="checkbox"/> | |
| 18. Checks traffic before moving after stopping | <input type="checkbox"/> | |
| 19. Uses flashers when boarding/deboarding | <input type="checkbox"/> | |
| 20. Correct position in bus zones (parallel) | <input type="checkbox"/> | |
| 21. Stops vehicle proper distance from curb | <input type="checkbox"/> | |
| 22. Brakes are engaged while loading or unloading | <input type="checkbox"/> | |
| 23. Checks passengers before moving vehicle | <input type="checkbox"/> | |
| 24. Opens door after coming to a complete stop | <input type="checkbox"/> | |
| 26. Signals traffic in advance when pulling out | <input type="checkbox"/> | |
| 27. Stops the vehicle smoothly | <input type="checkbox"/> | |
| 28. Announces major intersection and transfer points | <input type="checkbox"/> | |
| 29. Greets passengers correctly during boarding | <input type="checkbox"/> | |
| 30. Collects proper fare/counts passengers correctly | <input type="checkbox"/> | |

| WHEELCHAIR CHECK | Score: | % |
|---|--------------------------|---|
| I. Stops proper distance from curb | <input type="checkbox"/> | |
| II. Engages emergency brake, lift switch | <input type="checkbox"/> | |
| III. Proper use of lift cover | <input type="checkbox"/> | |
| IV. Proper use of lap restraint | <input type="checkbox"/> | |
| V. Applies brakes of wheelchair while on lift and turns off power on electric powered devices | <input type="checkbox"/> | |
| VI. Applies brakes of wheelchair while on bus and turns off power on electric powered devices | <input type="checkbox"/> | |
| VII. Proper tie-down, including kneeling to install tie-downs (failure to properly secure is a violation) | <input type="checkbox"/> | |
| VIII. Folds/unfolds lift properly (including proper standing position) | <input type="checkbox"/> | |
| IX. Raises/lowers lift properly | <input type="checkbox"/> | |
| X. Demonstration of manual lift use | <input type="checkbox"/> | |
| XI. Proper call-in to dispatch: "4-point tie-down and lap restraint secured" | <input type="checkbox"/> | |

Examiner's Remarks: _____

Driver's Comments: _____

Driver's Signature: _____

Distribution: Orig. - Location File; xc: - Employee

| DISTURBANCE | DRIVER | LOCATION | TIME | INCIDENT TYPE <small>(use remarks column if needed)</small> |
|--------------------|--------|----------|------|---|
| | | | | |
| | | | | |
| | | | | |
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| | | | | |

TYPE: Indicate one of the following: Observed, Unobserved, W/Chair. If observed note parts completed i.e. ride check (RC) or Pre-Trip (PT).

| EVALUATION | TYPE | RTE-RUN | START | END | DRIVER | SCORE | COMMENTS |
|-------------------|------|---------|-------|-----|--------|-------|----------|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
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| | | | | | | | |

Please outline any details involving bus disturbances or other pertinent information below.

REMARKS

○

○

○

○

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○

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○

○

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○

○

○



Unsafe Act Citation

Employee Name: _____ Date: _____

The company has the right to terminate your employment immediately if you have been involved in an unsafe act. In this case we have determined that your actions would not result in immediate termination and instead you are being issued this citation as a warning that you are in violation of the STI Safety and Training Program policy, as described in Section 12.1 – Unsafe Acts.

This is your _____ warning of violation.

State the date and nature of prior warnings, if applicable.

1. _____
2. _____

As a reminder, further violations may warrant disciplinary action, up to and including termination.

Description of Unsafe Act: _____

Observing Supervisor: _____

Supervisor Signature: _____ Date: _____

You are urged to act upon this information by correcting any/all behavior related to the nature of this citation.

Employee Comments: _____

Employee Signature: _____ Date: _____

Distribution: Original to Employee Personnel File
 Copy to Location Training File and Employee



Retraining Document

Complete this section and provide copy to employee

Employee Name: _____ Date: _____

You are scheduled to receive additional training on _____ as a result of:

Preventable Accident Failed Evaluation Unsafe Act

You are required to report to (circle one) your project instructor / Central Training at _____ (time) on the above date. Failure to attend may result in further disciplinary action, up to and including termination.

Complete this section during and following completion of employee re-training

Subject(s) covered: _____

Time spent in Class: _____ Time spent Behind-the-wheel: _____

Instructor Comments: _____

Instructor Signature: _____ Date: _____

Employee Signature: _____ Date: _____

Distribution: Original to Employee Personnel File
 Copy to Location Training File and Employee

SOUTHLAND TRANSIT, INC.

SAFETY AND TRAINING PROGRAM

Policy Acknowledgement

I _____, acknowledge that I have received a copy of the Southland Transit, Inc. Safety and Training Program policy, and fully understand the applicability of this policy to my position, as specifically discussed in Section 3 and referenced within the entire policy document.

Furthermore, I acknowledge that I have received a copy of the Southland Transit, Inc. Employee Handbook and Injury and Illness Prevention Program and understand that I will continue to be governed by them, in addition to the Safety and Training Program. I also fully understand that Southland Transit, Inc. is an "at-will" employer; therefore, any employee may resign at any time, just as the company may terminate the employment relationship with any employee, at any time for any reason, with or without notice.

Employee Signature

Supervisor

Date

Original: Personnel File
Copy to: Employee and
Location Training File

ATTACHMENT B

Award information has not been added at this time.

Bid Information

Bid Number : PW-ASD 712
Bid Title : Whittier Et A. Dial-A-Ride Service (2008-PA004)
Bid Type : Service
Department : Public Works
Commodity : BUS - TRANSIT (COACH-MINI) HANDICAPPED
Open Date : 3/5/2008
Closing Date : 3/13/2008 9:30 AM
Notice of Intent to Award : View Detail
Bid Amount : \$ 700,000
Bid Download : Not Available
Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Whittier Et Al. Dial-A-Ride Service (2008-PA004). The total annual contract amount of this service is estimated to be \$700,000. If not enclosed with this letter, the Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be requested by accessing this link at <ftp://dpwftp.co.la.ca.us/solicitationdocuments/whittieretal.pdf> or from Ms. Melissa Saradpon at (626) 458 4077, Monday through Thursday, 7 a.m. to 5 p.m.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in Part I, Section 4 of the RFP document, including, but not limited to, the Proposer having a minimum of three years' experience in providing the same or similar paratransit services for governmental or social service agency (ies). The Proposer's Program Manager and Maintenance Manager must have a minimum of three years' experience as set forth in the RFP.

A Proposers' Conference will be held on Thursday, March 13, 2008, at 9:30 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room D. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Monday, March 24, 2008, at 5 p.m. Please direct your questions to Ms. Saradpon at the number above.

Contact Name : Melissa Saradpon
Contact Phone# : (626) 458-4077
Contact Email : msaradpon@dpw.lacounty.gov
Last Changed On : 3/10/2008 8:32:40 AM

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