

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE ALHAMBRA, CALIFORNIA 91803-1331 Telephone: (626) 458-5100 http://dpw.lacounty.gov

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

May 29, 2012

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

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

48

May 29, 2012

sachi d. Hamai SACHI A. HAMAI EXECUTIVE OFFICER

AWARD OF CONTRACT FOR
EL SOL SHUTTLE SERVICE
IN THE UNINCORPORATED COUNTY COMMUNITY OF
EAST LOS ANGELES
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)

SUBJECT

This action is to award a contract for the El Sol Shuttle Service in the unincorporated County community of East Los Angeles.

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 of Los Angeles employees.
- 3. Award the contract to Southland Transit, Inc., for El Sol Shuttle Service in the sum of \$3,647,742 for a three-year term with an additional \$300,000 for major vehicle repair work and graphics to County-provided service vehicles in accordance with the contract, to Southland Transit, Inc., and instruct the Chairman to execute the contract. This contract will commence on July 1, 2012, or upon your Board's approval, whichever occurs last, with two 1-year renewal options at an annual contract sum of \$1,215,914 with an additional \$100,000 annually for major vehicle repair work and graphics

The Honorable Board of Supervisors 5/29/2012 Page 2

to County-provided service vehicles in accordance with the contract and a month-to-month extension up to six months for a maximum potential total contract term of 66 months with a potential maximum contract sum of \$7,237,527.

- 4. Authorize the Director of Public Works or her designee to increase the contract amount up to an additional 10 percent of the contract sum for the initial three-year term and to annually increase the contract amount up to an additional 10 percent of the annual contract sum for renewal option years for unforeseen, additional work within the scope of the contract, if required.
- 5. Authorize the Director of Public Works or her designee to renew the contract for each additional renewal option if, in the opinion of the Director of Public Works or her designee, Southland Transit, Inc., has successfully performed during the previous contract period and the service is still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works or her designee, it is in the best interest of the County of Los Angeles to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to award a contract for the El Sol Shuttle Service, which provides public transit service to the residents in the unincorporated County community of East Los Angeles. The Department of Public Works (Public Works) has contracted for this service since 2000.

<u>Implementation of Strategic Plan Goals</u>

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1), Fiscal Responsibility (Goal 2), and Integrated Services Delivery (Goal 3). The contractor who has the specialized expertise to provide this service accurately, efficiently, timely, and in a 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 sum is \$3,647,742 for a three-year term, with an additional \$300,000 for major vehicle repair work and graphics to County-provided service vehicles in accordance with the contract and \$1,215,914 annually, with an additional \$100,000 annually for major vehicle repair work and graphics to County-provided service vehicles in accordance with the contract for renewal options if exercised by the County plus an additional 10 percent of the contract sum for unforeseen, additional work within the scope of the contract. This amount is based on Public Works' estimated annual requirements for the service at the hourly rates quoted by the contractor and includes an additional \$100,000 per year for major vehicle repairs (e.g., transmission or engine) and graphics to County-provided service vehicles, if necessary, in accordance with the contract. The amount of this contract costs may be reduced by fare revenue received by the contractor.

Public Works successfully negotiated with the contractor to reduce their County-owned vehicle hourly rate from \$39.76 to \$39.39 and for the contractor-provided vehicle hourly rate from \$44.53 to \$44.13 for an estimated annual savings of \$11,399 without adding extension years or reducing service.

The necessary funds are available in the First Supervisorial District's Proposition A Local Return

The Honorable Board of Supervisors 5/29/2012 Page 3

Transit Program and included in the Recommended Fiscal Year 2012-13 Transit Enterprise Fund Budget. Funds to finance the contract's future and option years, including 10 percent additional funding for contingencies, will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor is Southland Transit, Inc., located in El Monte, California. This contract will commence on July 1, 2012, or upon your Board's approval, whichever occurs last, for a period of three years. With your Board's delegated authority, the Director of Public Works or her designee may renew this contract for two 1-year renewal options and a month-to-month extension up to six months for a maximum potential total contract term of 66 months.

The contract has been executed by Southland Transit, Inc., and approved as to form by County Counsel (Enclosure A). The recommended contract was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the requirements of the Chief Executive Officer and your Board.

The award of the contract will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. The contract contains terms and conditions supporting your Board's ordinances, policies, and programs including, but not limited to: the 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 Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board directed clauses that provide for contract termination or renegotiation.

Data regarding the proposers' 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.

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 December 21, 2011, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

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

The contractor has agreed to pay its full-time employees the current Living Wage Rate approved by your Board on February 6, 2007, and to comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance (LWO) provisions apply to

The Honorable Board of Supervisors 5/29/2012 Page 4

this proposed contract, as County employees can perform this contracted service. The contract complies with all of the requirements of the Los Angeles County Code, Section 2.201. The contractor will pay its full time employees the required minimum rates of \$11.84 per hour without health benefits, or \$9.64 per hour with health benefits of \$2.20 per hour, as specified in the LWO adopted by your Board, and will comply with the County's Living Wage reporting requirements.

Using methodology approved by the Auditor-Controller, the Proposition A cost analysis indicates that the recommended contracted service can be performed more economically by the private sector. The Auditor-Controller has reviewed these calculations and concurs.

This Proposition A contract does not allow cost-of-living adjustments for any option years.

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 December 22, 2011, Public Works solicited proposals from 114 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's bid website (Enclosure B), and an advertisement was placed in the Los Angeles Times.

On January 23, 2012, seven proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. Two proposers were disqualified for not meeting the minimum requirements of the RFP. The remaining five proposals met the minimum requirements and were then evaluated by an evaluation committee consisting of three staff from Public Works. The evaluation was based on criteria detailed in the RFP, which included price, experience, work plan, financial resources, references, demonstrated controls over labor/payroll record keeping, and equipment. The committee utilized the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, apparent responsive, responsible proposer, Southland Transit, Inc.

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of Labor Law violations, and prior performance on County contracts. Southland Transit, Inc., employed approximately 656 employees in California. In the last three years, one claim for a total of \$420 was recorded with the State Division of Labor Standards Enforcement for Labor Law violations resulting in an average of \$1.56 per employee per year. The County Labor Law Assessment Team (Assessment Team) reviewed these findings and determined that the reported Labor Law violations did not show a pattern by the contractor to intentionally violate State Labor Laws, and that based on the number of employees employed by the contractor and the payout of the violations, the violations for Southland Transit, Inc., appear insignificant. However, the contractor did not accurately self-report all Labor Law violations. Therefore, in accordance with the Assessment Guidelines, the Assessment Team recommended a 1 percent deduction to the recommended contractor's evaluation score. Public Works did assess the 1 percent deduction and found Southland Transit, Inc., to be the highest-rated, apparent responsive, responsible proposer.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Honorable Board of Supervisors 5/29/2012 Page 5

Hail Farlier

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

CONCLUSION

Please return one adopted copy of this 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,

GAIL FARBER

Director

GF:GZ:cg.

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office
Internal Services Department, Contracts Division
(w/o enc.)

BOARD EXECUTE

Part II Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC WORKS

AND

SOUTHLAND TRANSIT, INC.

FOR

EL SOL SHUTTLE SERVICE (2011-PA044)

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AGREEMENT FOR

EL SOL SHUTTLE SERVICE (2011-PA044)

THIS AGREEMENT, made and entered into this 29th day of _______, 2012, 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 California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

<u>FIRST</u>: 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 January 23, 2012, hereby agrees to provide services as described in this Contract for El Sol Shuttle Service (2011-PA044).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Service Route Description and Schedule; Exhibit G, County-Provided Service Vehicles Specifications; Exhibit H, Contractor-Provided Service Vehicles Requirements; Exhibit I, Vehicle Appearance/Cleanliness Checklist; Exhibit J, Preventative Maintenance; Exhibit K, NTD Monthly Ridership Form (Form MR20); Exhibit L, Controlled Substance and Alcohol Testing Program; and Exhibit M, Transit Security Plan; 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-2.1, an amount not to exceed \$3,947,742 for the initial three-year term and \$1,315,914 per year for the option years if any, which includes \$100,000 annually for major vehicle repair work and graphics for the County-provided service vehicles in accordance with the contract per year or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of three years commencing on July 1, 2012 or Board approval whichever occurs last. At the sole discretion of the COUNTY, this Contract may be extended in increments of one year, for a maximum potential contract of five years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of extending the Contract for the full one year, this Contract may be extended on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term.

Where all option years have been exercised, the Director will not provide a written notice of expiration. In addition, upon notice of at least ten days, the Director may extend the final contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the COUNTY.

<u>FIFTH</u>: 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-2.1, Schedule of Prices.

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

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

<u>SEVENTH</u>: 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.

<u>EIGHTH</u>: 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.

<u>TENTH</u>: No cost-of-living adjustments shall be granted for the optional renewal periods.

<u>ELEVENTH</u>: 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 M, inclusive, the COUNTY'S provisions shall control and be binding.

<u>TWELFTH</u>: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

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

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



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

Bv Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI **Acting County Counsel**

MAY 2 9 2012

COUNTY OF LOS ANGELES

I bareby certify that pursuant to Gection 25103 of the Government Code, delivery of this document has been made

SACHIA. HAMAI Executive Officer Clerk of the Board of Supervisors

SOUTHLAND TRANSIT, INC.

CALIFORNIA ALL-PURPOSE

CERTIFICATE OF ACKNOWLEDGMENT					
State of California					
County of Los ANGELES					
On Appil 17,20/2 before me, JVERGA personally appeared TIMMY MARDIROSSIAN	0.4				
On 19212 17,2012 before me, JVERGA	RA-NOTARY Justice				
· · · · · · · · · · · · · · · · · · ·	(Here insert name and title of the officer)				
personally appeared 1/mmy ///ALD/2055/A/	<u>v— </u>				
the within instrument and acknowledged to me that	ence to be the person(x) whose name(x) is/axe subscribed to at he/sxe/thxx executed the same in his/bxr/thxr authorized on the instrument the person(x), or the entity upon behalf of				
I certify under PENALTY OF PERJURY under the is true and correct.	e laws of the State of California that the foregoing paragraph				
WITNESS my hand and official seal. Signature of Notal Public	J. VERGARA Commission # 1961490 Notary Public - California Los Angeles County My Comm. Expires Dec 20, 2015				
ADDITIONAL OF	PTIONAL INFORMATION				
DESCRIPTION OF THE ATTACHED DOCUMENT	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.				
(Title or description of attached document)					
(Title or description of attached document continued)					
Number of Pages Document Date	 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). 				
(Additional information)					

CAPACITY CLAIMED BY THE SIGNER ☐ Individual (s) ☐ Corporate Officer (Title) ☐ Partner(s) ☐ Attorney-in-Fact ☐ Trustee(s) □ Other

- 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

CALIFORNIA ALL-PURPOSE

CERTIFICATE OF ACKNOWLEDGMENT					
State of California					
County of Kas DNGELES					
On Spell 17, 2012 before me, JVERGA	RA-NOTARY Sublic				
On Spell 17, 2012 before me, JVERGAL personally appeared TOA AGNASANIAN—	(Here insert name and title of the officer)				
personally appeared INA HEHASANIAN	•				
the within instrument and acknowledged to me th	lence to be the person(x) whose name(x) is/axe subscribed to at \(\frac{1}{2} \) she/th(x) executed the same in \(\frac{1}{2} \) she/th(x) authorized on the instrument the person(x), or the entity upon behalf of the instrument the person(x) are the entity upon behalf of the instrument the person(x).				
I certify under PENALTY OF PERJURY under th is true and correct.	e laws of the State of California that the foregoing paragraph				
WITNESS my hand and official seal.	J. VERGARA Commission # 1961490 Notary Public - California Los Angeles County My Comm. Expires Dec 20, 2015				
Signature of Nevary Public	(Notary Seal)				
ADDITIONAL OF	PTIONAL INFORMATION				
	INSTRUCTIONS FOR COMPLETING THIS FORM				
DESCRIPTION OF THE ATTACHED DOCUMENT	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				
(Title or description of attached document)	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				
(Title or description of attached document continued)	document carefully for proper notarial wording and attach this form if required.				
Number of Pages Document Date	 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 				
(Additional information)					

CAPACITY CLAIMED BY THE SIGNER ☐ Individual (s) ☐ Corporate Officer (Title) \square Partner(s)

☐ Attorney-in-Fact

 \Box Trustee(s)

☐ Other

- 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

EL SOL SHUTTLE SERVICE

A. Public Works Contract Manager

Public Works' Contract Manager will be Ms. Anabel Dubois of Programs Development Division, who may be contacted at (626) 458-3909, or at adubois@dpw.lacounty.gov, Monday through Thursday, 7:30 a.m. to 5:00 p.m. The Contract Manager, or his/her designee, is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change Contract Manager. The Contractor will be notified in writing when there is a change in Contract Manager.

B. Work Location

- The El Sol Shuttle Service will provide service to residents in the unincorporated County area of East Los Angeles and provide access to the following key points of interest:
 - Major Shopping Centers
 - Senior Centers
 - Youth and Community Centers
 - Public Parks and Recreational Areas
 - Schools
 - Public Libraries
 - Civic Centers
 - CSULA and ELA College
 - Hospitals and Medical Providers
 - Transfer Points to Regional Transit Services

See Exhibit F, Service Route Description and Schedule.

C. Work Description

This work to be accomplished under these specifications shall be the continuation of community shuttle service in the unincorporated County area of East Los Angeles, hereinafter referred to as the Service.

The Contractor shall operate the Service subject only to the general policies and direction of the County with regard to management and operations, and to the provisions and requirements of this Exhibit A, Scope of Work. The service performed by the Contractor shall include, but not limited to, executive and administrative management; employment and supervision of all personnel including supervisors, vehicle operators, dispatchers, mechanics, and other

maintenance personnel; operation of training and safety programs; maintenance and repair of vehicles and equipment; processing of warranty claims for County-Provided service vehicles; assistance for public relations and promotions; and preparation of reports and analysis of financial and other matters; clerical, statistical, and bookkeeping services. The Contractor shall provide all vehicle operators, facilities, equipment, parts, and supplies required in the operation of Service, unless specifically identified to be contributed by County.

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

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

1. Service

Service routes, frequency, and days of operation shall be as specified in Exhibit F, Service Route Description and Schedule

This Service will continue to operate between the hours of 6 a.m. and 9 p.m. on Monday through Thursday, 6 a.m. and 11 p.m. on Friday, 9 a.m. and 11 p.m. on Saturday, and 9 a.m. and 5 p.m. on Sunday.

Service shall operate on the Sunday schedule for the following six major holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Should one of these holidays fall on a Sunday, Service shall operate on a normal schedule on Monday.

Service Modification

The County has established Service routes and schedules as described in Exhibit F, Service Route Description and Schedule. If the Contract Manager determines that the Service may be improved by revisions to scheduling, vehicle assignment, fleet size, or areas served, the Contract Manager and Contractor shall plan and institute such changes jointly within the terms of this Contract. The Contract Manager will provide any proposed modification to the Contractor at least 30 calendar days prior to implementation of any Service revision unless a shorter time period is mutually agreed to by both parties.

The total revenue Service hours may be increased or decreased by up to 25 percent without renegotiation of the hourly rates listed on Form PW-2 over the term of this Contract. If the total revenue Service hours are increase or decreased by more than 25 percent, then the hourly rates may be increased or decreased. The Contractor shall justify any increase in

the hourly rate through a budgeting and operational plan. This budgeting and operational plan must be approved by the County in order for the increase to be granted.

3. Special Service Operation

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

E. Equipment

1. Transit Vehicles

a. County-Provided Service Vehicles

Service shall be provided by the Contractor using County-Provided Service Vehicles, hereinafter referred to as "County Service Vehicles." County will lease to Contractor, at a rate of \$1.00 per month, seven or more transit vehicles as described in Exhibit G, County-Provided Service Vehicle Specifications. Upon receiving County Service Vehicles, Contractor shall be responsible for the operation and maintenance of the vehicles, and for all costs for insurance, servicing, and storage.

b. Contractor-Provided Service Vehicles

Contractor shall provide a sufficient number of vehicles that meet or exceed the requirements described in Exhibit H, Contractor-Provided Spare Service Vehicle Requirements, hereinafter referred to "Contractor Service Vehicles."

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

c. Support Vehicles

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

d. Supplemental Service Vehicles

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

2. General Terms for Transit Vehicles

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

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

Contractor shall provide a spare Service Vehicle(s) equipped with air conditioning and wheelchair lift equipment and/or ramp equipment in the event any assigned Service Vehicle breaks down. The spare Service Vehicle(s) should meet or exceed Service Vehicle requirements per Exhibit H. The cost of the spare Service Vehicle(s) shall be included in Contractor's Service operating costs. Contractor's equipment and facilities shall meet all requirements of applicable Federal, State, and local ordinances and laws including, but not limited to, the Americans with Disabilities Act (ADA). At any time the County may provide a spare Service Vehicle(s).

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

Contract Manager may inspect County Service Vehicles, equipment, and all other peripheral equipment prior to Contract termination to assess condition of County Service Vehicles and equipment. Contractor shall be

responsible to perform all the work necessary to correct any deficiencies noted. Contract Manager, at his/her own discretion, may withhold up to the final two months of Service payment until Contractor completes repair or deduct the cost of correcting the deficiencies from payment due to Contractor, if Contractor fails to perform the necessary work to correct the deficiencies within the time specified by Contract Manager.

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

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

3. Communication Equipment

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

a. Service Vehicle Communication Equipment

Contractor shall provide mobile phones or two-way radio communication equipment for all vehicles utilized in Service. The communication equipment used shall provide complete coverage throughout the service area for all vehicles utilized in Service. Contractor shall provide the necessary communication equipment for a base station and a sufficient number of

"repeater stations" to permit uninterrupted communication between the dispatch center and vehicles while in Service.

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

b. Internet Access, E-Mail

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

c. Business Contact Telephone Number

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

d. 24-Hour Contact

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

e. Automated Vehicle Locator (Global Positioning Satellite) Devices

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

These units will report back to the County and Contractor any engine or emission malfunction. These devices can also provide real time data about location, vehicle speed, excessive idling, etc.

the AVL device installed. does not require any service/maintenance. Therefore, the AVL device is not to be handled or adjusted in any way by the Contractor. If the County installs these AVL devices on the County Service Vehicles, it will be the Contractor's responsibility to ensure that the devices are not disconnected, damaged, or removed. If the device is damaged, lost, or stolen, the Contractor shall be responsible for the cost to replace and install the lost or damaged unit. The device shall be replaced within two weeks of the date of loss/damage unless approved by the County due to circumstances. The device shall be provided and installed by a County-approved vendor.

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

F. Storage and Maintenance Facilities

- 1. The County will not provide storage or maintenance facilities for the Contractor.
- 2. Contractor shall provide appropriate vehicle storage and maintenance facilities owned and operated by the Contractor for the garaging, servicing, and cleaning of Service Vehicles and equipment. Contractor shall not use outside vendors or Subcontractors for these services, unless otherwise approved by the Contract Manager. Facilities shall include:
 - a. An enclosed workspace sufficient to allow maintenance personnel to service vehicles and be protected from the weather.
 - A concrete shop floor capable of withstanding the maximum weight of Service Vehicles.
 - c. A security-fenced, paved, and lighted area for overnight vehicle parking with adequate spaces for Service Vehicles.
 - d. A compressed air supply.
 - e. Tire-changing equipment.
 - f. Battery maintenance equipment and spare batteries.
 - g. Vehicle lubrication equipment.

- h. All tools and equipment necessary to perform required preventive maintenance.
- i. All tools and equipment necessary to service vehicles, perform component adjustments, and make mechanical repairs.
- j. Equipment necessary to wash and clean vehicles in accordance with this Contract.
- k. Adequate secured storage area for tools, equipment, and parts.
- I. A lighted maintenance pit or an appropriate State of California Occupational Safety and Health Administration (Cal/OSHA) or American National Standard Institute (ANSI) approved hydraulic lift capable of fully lifting the heaviest Service Vehicle six feet above the floor for maintenance purposes.
- m. Fueling facility and ability to provide liquefied petroleum gas (LPG) or compressed natural gas (CNG), if vehicle specified and/or when County purchases new Service Vehicles. It is acceptable for Contractor to obtain CNG fuel off-site.

G. Service Vehicle and Equipment Maintenance

1. Service Vehicle Condition

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

If Contractor receives a rating below "Satisfactory" (including "Conditional" or "Unsatisfactory") from the CHP, Contractor shall so notify Contract Manager immediately and outline the steps that shall be taken to correct each deficiency. Failure of the Contractor to take the necessary actions to improve their Terminal inspection rating to a "Satisfactory" rating within nine (9) months will be grounds for termination of the Contract. Contractor shall not seek additional compensation of any costs incurred to meet the requirements in this paragraph.

2. Warranty Work (County Service Vehicles Only)

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

3. Service Vehicle Appearance/Cleaning/Fumes

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

Service Vehicle Interior

The interior of all vehicles shall be kept free of litter and debris to the maximum practicable extent throughout the operating day. Vehicles shall be swept, wet mopped, and dusted daily. Water wash down or "hosing out" of vehicle interiors shall not be allowed. A minimal amount of soap/cleaning solution and/or water shall be utilized. Interior panels, windows, and upholstery shall be cleaned of marks as necessary. The interior of all vehicles shall be thoroughly washed at least once per week including all windows, seats, floor, stanchions, and grab rails. All foreign matter, such as gum, grease, dirt, and graffiti, shall be removed from all interior surfaces during the daily interior cleaning process. Any damage to seat upholstery shall be repaired in a professional manner. Upon discovery of the damaged seat upholstery, vehicle shall be immediately removed from revenue Service. Damaged seat upholstery shall be repaired or replaced before vehicle is allowed back into revenue Service. Contractor shall replace seat covers and/or seat boards, which are worn or damaged and cannot be professionally repaired, using materials, which are identical in specifications and color as those materials being repaired. Ceilings and walls shall be thoroughly cleaned as often as necessary to maintain clean appearance and maximize Contractor shall ensure that the interiors of vehicles are kept free of rodents, insects, vermin, and pests at all times while in operation and shall take such steps as are necessary, at Contractor's expense, to exterminate pests in the event that they occur in the vehicles.

b. Service Vehicle Exterior

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

c. Fumes

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

d. Graffiti

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

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

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

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

5. Wheelchair Lifts and Ramps

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

6. Destination Signs

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

7. Maintenance Program

a. General Scope

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

b. Parts/Fluids Specifications and Requirements

All parts, materials, tires, lubricants, fluids, oils, and procedures used by Contractor on all vehicles and equipment shall meet or

exceed original equipment manufacturer specifications and requirements.

c. Service Vehicle Damage

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

d. Preventive Maintenance

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

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

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

interrupted due to the lack of having prior written consent to perform the required maintenance.

e. Brake Inspection/Adjustment

Brake inspections and adjustments on all Service Vehicles shall be performed at intervals that ensure the safe and efficient operation of the braking system. Detailed brake inspections on brake systems shall occur every 30 calendar days or more frequently in accordance with the number of miles the 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 vehicles are in Service. Contractor shall maintain the HVAC systems in an operable condition at all times.

g. Spare Parts

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

h. Service Vehicle Towing

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

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

8. In-Service Vehicle Breakdown

In the event of an In-Service Vehicle breakdown, the maximum response time for an ADA-compliant, substitute vehicle to be made available shall be 45 minutes. The Contract Manager reserves the right to establish additional criteria regarding reliability of response in the event of vehicle breakdowns.

9. Service Vehicle Maintenance Record Keeping

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

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

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

10. Applicable Vehicle Codes and Regulations

All vehicles utilized in Service shall be maintained in a safe condition for operation on public streets and freeways and meet all the requirements in the California VC for a bus. All parts of vehicles and all equipment mounted on or in vehicles shall conform to the California Vehicle Safety Standards and the California Code of Regulation, Title 13.

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

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

H. Rates and Compensation

1. Rates - County Service Vehicles

County will pay Contractor on a monthly basis an amount equal to the sum of i) the number of vehicle Service hours provided with County Service Vehicles times the rate provided in Form PW-2, Schedule of Prices, hereinafter referred to as "County Vehicle Rate;" less ii) all amounts collected from Farebox Revenue, less iii) any liquidated damages pursuant to this Exhibit, Section W, Liquidated Damages. Vehicle Service hours are defined as the actual hours of revenue Service starting from the point of first pick-up to the last drop-off based on hours determined by County needed to provide Service described in Exhibit F, Service Route Description and Schedule.

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

Rates - Contractor Service Vehicles

County will pay Contractor on a monthly basis an amount equal to the sum of i) the number of vehicle Service hours provided with Contractor Vehicles times the rate provided in Contractor Vehicle Rate; less ii) all amounts collected from Farebox Revenue, less iii) any liquidated damages pursuant to this Exhibit, Section W, Liquidated Damages. Vehicle Service hours are defined as the actual hours of revenue Service starting from the point of first pick-up to the last drop-off based on hours, determined by County, needed to provide Service described in Exhibit F, Service Route Description and Schedule.

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

Fares and Revenue

a. Fare

The cash fare for the El Sol Shuttle Service shall be 25 cents per trip. However, the following patrons shall be able to board free of charge:

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

This service shall also accept the regional EZ and Metro passes. The County may, at any time, change the type of media fare accepted by the Service.

b. Fare Changes

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

c. Revenue

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

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

I. <u>Pass-Through Costs</u>

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

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

County recognizes that during the term of this Contract, engines, transmissions, and/or differential units of County Service Vehicles, that are no longer under warranty, may have to be rebuilt or replaced. If the

Contractor determines that an engine, transmission, and/or differential unit requires rebuilding or replacement, the Contractor shall notify the Contract Manager immediately after making such determination and, subsequently, in writing, detailing the reason for such a determination. After inspection by the Contract Manager, the Contract Manager may direct the Contractor in writing to proceed with work. If the Contractor's maintenance personnel performs the work, only the cost of the parts, as approved by the Contract Manager, will be reimbursed by the County. All labor costs associated with the removal, replacement, or installation of engines, transmissions, and differential units, including associated replacement of attachment devices, gaskets, seals, etc., are the responsibility of the Contractor and are not eligible for reimbursement.

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

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

2. Air Conditioning (County Service Vehicles Only)

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

Only the cost of the parts, as approved by the Contract Manager, will be reimbursed by the County. Labor costs associated with the removal and installation of the air conditioning compressor/clutch unit, filter and refrigerant (in addition to part repairs) are the responsibility of the Contractor and are not eligible for reimbursement.

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

3. Vehicle Repaint/Graphics

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

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

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

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

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

4. Rehabilitation of County Service Vehicles

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

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

After completion of overhaul and/or rehabilitation of County Service Vehicle, Contractor shall invoice County for such work and provide all necessary and required documentation as determined by Contract

Manager. Contractor shall withhold between five to ten percent of the total amount of the approved work due to the selected facility until Contract Manager's final acceptance of vehicle. Final acceptance will be made after the vehicle has reentered revenue Service for a reasonable time frame or reasonable mileage.

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

5. Automated Vehicle Locator Devices (County Service Vehicles Only)

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

6. Other Pass-Through Costs

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

J. Monitoring and Auditing Service

1. Monitoring Service

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

2. Auditing and Inspection of Service

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

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

3. Surveys and Questionnaires

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

K. Personnel

County will have the right to demand removal from the Service, for reasonable cause, any personnel furnished by Contractor. Contractor shall not, absent prior written notice to and consent by County, remove or reassign any of the key management personnel such as the Project Manager or Maintenance Manager, as described below, at any time prior to or after execution of this Contract.

Contractor must have a minimum of three years of experience providing the same or similar fixed route services for governmental or social service agency(ies). Contractor shall train all personnel who are likely to be in contact with the public to give courteous, accurate information concerning the routes and schedules of Service and concerning Service interfacing with other transit services in the vicinity. Contractor shall require that all personnel report all passenger complaints and/or operation problems to the Project Manager, as described below. Contractor shall maintain a daily diary (log) for this purpose that shall be subject to inspection by County. Upon notice from County concerning the conduct, demeanor, or appearance of any person in the employment of Contractor not conforming to the provisions contained herein, Contractor shall take all steps necessary to remove or alleviate the cause of the concern.

1. Project Manager

Contractor shall designate a Project Manager who has a minimum of three years of experience providing the same or similar fixed route services for governmental or social service agency(ies) whose responsibility shall be to oversee the day-to-day operations of Service. Project Manager shall have full authority to act for Contractor and shall be reachable via office telephone or cell phone during the hours of Service. The Project Manager shall provide both on-line supervision and management of the Service's account and operating records. Project Manager shall have an e-mail address and access to a computer during Service hours and shall be able to use Microsoft Word and Excel software. Contract Manager may, at his/her discretion, communicate with Project Manager via e-mail. Other than the Project Manager and Contract Manager, the Contractor shall not appoint any other agent to communicate with the County regarding this Contract except with the express written consent of the County, which consent is at the sole discretion of the County. This provision does not limit the County's ability to communicate with any employee of the Contractor.

a. On-Line Supervision

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

- i. Training and scheduling of all regularly assigned Service personnel.
- ii. Arranging the assignment of qualified 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 per Service Vehicle on a, run-by-run basis.
- ii. Maintenance of Service accounts.
- iii. Preparation of a monthly invoice that will document all charges minus the total amount of fares collected and any possible liquidated damages for missed trips, incomplete service, etc.

- iv. Responsibility for the complete operation of all Service Vehicles, including all ancillary equipment, e.g., wheelchair lifts, air conditioning, fare boxes, schedule holders, destination signs, etc.
- v. Responsibility to immediately address any operational problems and/or passenger complaints and accurately report these issues to the County in a timely manner.

2. Road Supervisor

Contractor shall employ a minimum of one road supervisor who shall be reachable by Project Manager via office or cell phone during the hours of Service.

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

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

Office Personnel

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

Contractor shall employ personnel to monitor two-way radios and dispatching system 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 fixed-route shuttle service located within the County of Los Angeles.

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

4. Vehicle Operators

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

a. Operator Recruitment and Selection

Contractor shall review a current California Department of Motor Vehicles (DMV) report on all applicants who would operate or maintain Service Vehicles and shall reject any applicant who failed to appear in court for "Driving Under the Influence."

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

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

b. Operator Requirements

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

i. Have a valid California DMV Class B (with "P" endorsement) commercial driver's license, and a medical examination

certificate as well as any other required licenses or endorsements required by applicable Federal, State, and local regulations. A Service Vehicle operator who does not pass the medical examination shall not be permitted to operate a Service Vehicle.

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

c. Operator Training

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

- i. Proper operation of the vehicle to be used in Service, including defensive driving and vehicle handling. Proper operation of destination signs, wheelchair lifts and ramps, communication equipment, and other equipment to be used on vehicles.
- ii. California DMV requirements and company policies.
- iii. Service routes, schedules, fare structure, and transit services in the vicinity.
- Accident and emergency procedures and reports.

- v. Public courtesy and empathy towards the needs of elderly and persons with disabilities.
- vi. Training in special skills required to provide transportation to the elderly and people with disabilities.
- vii. American Red Cross or County-approved equivalent training for cardiopulmonary resuscitation and first aid.
- viii. Regular and continuous formal safety instruction for all operating personnel assigned to perform any activities under this Contract. Personnel shall be required to attend scheduled safety meetings at least four times per year.
- ix. Ongoing training programs as well as refresher training programs for its drivers. These regularly scheduled classes shall include various topics, including the areas of defensive and safe driving, emergency and/or crisis management, understanding work expectations, Terrorist Activity and Public Transit, and other relevant topics. Contractor shall submit an annual preplanned training schedule to the Contract Manager. Contractor may be required to hold additional training on issues and/or subjects pertinent to the Service. Authorized County personnel will have the right to attend and/or audit any such Contractor training programs or classes.

5. Maintenance Personnel

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

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

The Contractor shall ensure that all mechanic staff assigned to this Contract are Automotive Service Excellence (ASE) certified in the H-4 ASE Transit Bus Brake test. If the Contractor cannot meet this

requirement at the start of Contract, Contractor will be granted 12 months from the start of Contract to comply, provided that Contractor ensures that all vehicle maintenance is performed by an outside service facility that has ASE certified personnel during this 12-month period. Any new maintenance personnel will have 12 months from the date of hire to obtain ASE certification. By the end of each subsequent year until the end of the Contract, each mechanic must obtain a minimum of one (1) additional ASE certification per year from the Transit Bus, Truck or School Bus Test Series.

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

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

In addition, the Contractor shall ensure that, at all times, at least one member of the Contractor's maintenance staff assigned to this Contract must be Mobile Air Conditioning Society, Section 609 Refrigerant Recycling and Recovery (MACS) certified or possess the equivalent ASE vehicle air conditioning system certification in the Medium/Heavy Duty Truck, School Bus, or Transit Bus Test Series.

The Contractor shall provide proof of the MACS certification (or its equivalent ASE vehicle air conditioning system certification) and ASE certifications to the County prior to Contract award. At any time, if an ASE or MACS certified personnel leaves the service of the Contractor, the Contractor shall immediately provide an equivalent certified maintenance personnel replacement. The Contractor shall notify the Contract Manager of any change in maintenance personnel.

6. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards

and shall have the authority and responsibility to shutdown an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

L. Marketing and Advertising

County will routinely provide marketing, public relations, and advertising materials. Contractor shall place such materials on or in the vehicles as requested by County and shall distribute literature on Service Vehicles as requested by County. The posting of Service-related notices shall be subject to prior approval by the Contract Manager.

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

M. Operating Performance Standards

Service Vehicles

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

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

2. Service

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

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

a. On-Time Service

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

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

b. Road Calls

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

c. Complaints

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

N. Operation During a Declared Emergency

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

O. Service Records and Reports

1. General Requirements

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

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

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

2. Service Operation Reports

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

a. Trip Reports

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

b. Service Reports

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

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

Contractor shall instruct each vehicle operator of each vehicle to perform a daily pre-trip and post-trip Service Vehicle inspection and daily Service Vehicle servicing, as required herein, and such inspection and servicing shall be documented on a report that shall be completed and signed by each vehicle operator assigned to a Service Vehicle each. The Daily Pre-trip and Post-trip Vehicle Inspection Reports shall be retained on file by Contractor for a minimum of three years after Contract expiration/termination.

d. Weekly Maintenance Inspection Reports

A report of the weekly maintenance inspections, which supplement the daily pre-trip and post-trip inspections, shall be kept by Contractor as well as being submitted to County. The Weekly Maintenance Inspection Reports shall be retained on file by the Contractor for a minimum of three years after Contract expiration/termination.

e. Missed Trip Report

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

f. CHP Reports

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

g. Operational Problems and Passenger Complaint Reports

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

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

h. Accident/Incident Data Reports

Contractor shall submit a monthly summary report of all accidents (collision and noncollision) involving Service Vehicles. The monthly summary shall include the date, vehicle number, location, operator, and accident description including any damage and/or injuries. The monthly summary shall also include cumulative accident data that indicates the number of accidents per 100,000 vehicle miles. Within 24 hours of an accident or incident involving a Service Vehicle or passengers, Contractor shall provide a written report to the Contract Manager. In the event of an emergency during after hours, Contractor shall call the Public Works radio room at 626-458-HELP. Contractor shall notify County within 24 hours of any of the following accidents/incidents:

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

i. National Transit Database Reports

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

- i. Monthly Passenger/Mile Sampling: Based on LACMTA's monthly selection of bus stop locations, the Contractor shall collect and provide the required data no later than the 25th day of the following month.
- ii. Form MR20 (Exhibit K): Contractor shall prepare and submit this completed form on a monthly basis no later than the 25th day of the following month.
- iii. Annual NTD Reports: Contractor shall prepare and submit an annual NTD report in accordance with the Federal Transit Administration (FTA) NTD Guidelines, as amended, no later than July 7, one week after the end of each fiscal year, or as directed by County. Contractor shall also attend the annual NTD Reporting Workshop offered by LACMTA.

For further information on how to obtain NTD reporting forms and reference documents, Contractor may contact LACMTA at (213) 922-2864. Contractor shall certify that the data is accurate and shall develop an auditing procedure acceptable to County for the annual report. The annual report shall pass the required annual audit by LACMTA (i.e., no reaudit required).

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

k. Maintenance Records and Reports

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

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

i. Preventive Maintenance Inspection Reports

Reports shall include the Service Vehicle fleet number, the Service Vehicle Identification Number (VIN) and license

number, a description/detail of the maintenance performed, when maintenance was completed, and if maintenance was done on time as required by Service Vehicle manufacturer's and/or County recommendations. These reports shall also include copies of the completed oil analysis for engine oil and transmission oil in accordance with the service vehicle mileage requirements stated in Exhibit J. Daily "Vehicle Condition" reports shall be submitted to County upon request. Contractor shall retain the PMI Reports on file for a minimum of three years after Contract expiration/termination.

ii. Road Call Performance Report

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

iii. Service Vehicle Downtime Report

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

iv. Mechanical Defect Reports

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

P. Controlled Substance and Alcohol Testing

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

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

Q. Transit Security Plan

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

The National Terrorism Advisory System, or NTAS, replaced the color-coded Homeland Security Advisory System (HSAS). The new system will more effectively communicate information about terrorist threats by providing timely, detailed information to the public, government agencies, first responders, airports and other transportation hubs, and the private sector. Additionally, the Federal Transit Administration (FTA), in response to the Office of Homeland Security, has undertaken a series of major steps to help prepare the transit industry to counter terrorist threats by providing direct assistance to transit throughout various on-site programs. FTA's (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 TSA/FTA's Security and Emergency Management requirements as indicated in the TSA website (http://www.tsa.gov/assets/pdf/mass_transit_action_items.pdf).

The Contractor is also encouraged to refer to the Federal Transit "Transit Agency Security and Emergency Management Administration's Protective Measures" report available on the FTA website (http://www.fta.dot.gov/documents/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 It replaces the prior document entitled, Federal Transit Association. Administration Transit Threat Level Response Recommendation. This document provides a more comprehensive systems approach and framework for a transit agency to use in integrating its entire security and emergency management programs. In addition, this document provides protective measures to be implemented in the event of an attack or active incident and during the recovery phase following an incident.

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

R. Removal of Debris

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

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

S. Funding

The County may use local sales tax funds in accordance with LACMTA's guidelines for the Proposition A Local Return Program to finance this Service. Other sources of funds, such as FTA, may also be used. The Contractor agrees to be bound by applicable provisions of Proposition A Local Return Program guidelines or any other guidelines/regulations pertaining to other funding sources.

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

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

U. Responsibilities of the Contractor

The Contractor shall maintain a minimum of three years of experience providing the same or similar shuttle services for governmental or social service agency(ies).

V. Permits/Licenses/Certifications

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

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

W. <u>Utilities</u>

The County will not provide utilities.

X. <u>Liquidated Damages</u>

- In any case of the Contractor's failure to meet specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums. However, neither the provision of a sum of liquidated damages for nonperformance, untimely, or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.
- The amount of liquidated damages has been set in recognition of the following circumstances existing at the time of the formation of the Contract.
 - a. All the time limits and acts required by both parties are of the essence of the Contract;
 - b. The parties are both experienced in the performance of the Contract work:
 - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price;
 - d. The parties are not under any compulsion to Contract;
 - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and/or late performance is by Contract and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;
 - f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and

- g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
- 3. The Contractor shall pay County, or County may withhold and deduct from monies due the Contractor, liquidated damages in the following sums if the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.

a. Permanent Service Vehicles

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

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

b. On-Time Performance

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

 A Service trip departs in advance of schedule departure time at any designated time point, liquidated damages of \$500 per occurrence will be assessed.

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

c. Service Vehicles Not Available

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

d. <u>Complaints</u>

In the event of any valid complaint, the Contractor may be assessed liquidated damages of \$250 per complaint, up to a maximum of \$1,000 per month. County and Contractor shall jointly investigate, which complaints are valid (i.e., as a result of Contractor's actions, which could have reasonably been prevented). However, the final decision on validity of passenger complaints shall rest with the Contract Manager.

e. General Reporting

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

f. National Transit Database (NTD) Reporting

The Contractor shall submit NTD reports (e.g., Monthly Passenger Sampling, monthly MR-20 Form, and annual NTD report) to both LACMTA and the Contract Manager no later than the dates required in Section O.2; National Transit Database Reports, in this Exhibit. Liquidated damages of \$100 per business day, up to a maximum of \$2,000 per month may be assessed for each late and/or incomplete report.

g. <u>LACMTA Reaudit of Annual National Transit Database Report</u>

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

h. Weekly Maintenance Inspections

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

i. <u>Daily Vehicle Inspection (DVI) Reports</u>

Failure to perform a satisfactory DVI (pre-trip and post-trip) may include, but are not limited to, incomplete DVI reports, fluid levels noted low twice within a ten-day period without any visible leaks, items noted for repair without a supervisor's signature on a DVI Report indicating the vehicle may be placed into Service, etc. If the Contractor fails to meet this standard, the Contractor may be assessed liquidated damages of \$100 per Service Vehicle per Service day up to a maximum of \$1,000 per month.

j. Preventive Maintenance

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

k. Shutdown of Vehicles

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

I. Deficient Vehicle Condition

In the event Contract Manager rejects any Service Vehicle as a result of deficient mechanical condition or unacceptable vehicle appearance, \$200 per day per vehicle in liquidated damages may be assessed until the condition is corrected to the satisfaction of Contract Manager, up to a maximum of \$1,000 per Service Vehicle per month.

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

m. Vehicle Emissions (Engine Smog)

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

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

n. Permanent Vehicle Rejection

In the event any Service Vehicle is rejected permanently by Contract Manager as a result of vehicle condition, Contractor may

be assessed \$200 per day per vehicle, up to a maximum of \$1,000 per Service Vehicle per month, in liquidated damages until vehicle is replaced with a vehicle that is satisfactory to the Contract Manager.

o. <u>Incorrectly Set Destination Signs</u>

In the event any Service Vehicle displays an incorrect destination sign while in service or if it fails to display the "Not In Service" sign when it is not in revenue Service, liquidated damages of \$25 may be assessed for the first occurrence, \$50 for the second occurrence, and \$100 for each future occurrence within each contract year.

p. <u>County Service Vehicle Warranty</u>

If due to the Contractor's negligence of vehicle preventive maintenance program, as determined by the Contract Manager, any warranty coverage of a County Service Vehicle item (e.g., engine, transmission, air conditioning units, etc.) is lessened or invalidated, and/or warranty items are not covered due to neglect, liquidated damages of at least 50 percent, and up to 100 percent, of the cost to repair each item shall be assessed.

q. Off-Routing

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

r. Controlled Substance and Alcohol Testing

The Contractor shall report results of random testing and other associated tests to the County on a quarterly basis on the form shown in Exhibit L. Such reports shall be submitted to the County within 15 days after the end of the quarter. Liquidated damages of \$50 per calendar day may be assessed for late reports.

s. Maintenance Personnel

All maintenance on Service Vehicles shall be performed by ASE and/or MACS certified personnel as specified in this Exhibit. If maintenance personnel are not ASE and/or MACS certified, liquidated damages of \$500 per maintenance employee per month may be assessed, up to a monthly maximum of \$1,000.

t. <u>Trips Not Made</u>

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

u. Non-ADA Service Vehicle

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

v. Violation of Subcontracting of Maintenance

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

w. Storage of County Service Vehicles

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

x. Implementation of E-mail and Internet Access

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

y. <u>24-Hour Contact</u>

If the Contractor fails to return a call to the Contract Manager within one hour after being requested in accordance with this Exhibit's Section E.3, Communication Equipment, the Contractor may be assessed \$100 in liquidated damages per occurrence.

z. Unresolved Service Vehicle Claims

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

aa. Service Vehicle Transfer Audit

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

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

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

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

Contract Manager will review and validate repair costs (including internal and external body damage, preventative maintenance that was not performed as required and other vehicle repairs). To

recover the cost of repairs and/or maintenance of County Service Vehicles, the Contract Manager may withhold up to two monthly Service invoice payments from the Contractor transferring County Service Vehicles.

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

bb. Health, Safety, and Comfort

In the event any Service Vehicle has a wheelchair ramp/lift, air conditioning system, and/or heating system failure while in service, \$200 per day per vehicle in liquidated damages may be assessed if the vehicle is placed in service during the next Service day(s) without repairs, up to a maximum of \$1,000 per Service Vehicle per month.

cc. Fines by Regulatory and Governmental Agencies

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

dd. AVL Devices

The Contractor is not to handle or disconnect any AVL device installed on a County Service Vehicle. If an AVL device is damaged, removed, lost, or stolen, the Contractor may be assessed \$50 in liquidated damages per AVL device per Service day after the two-week period following date of loss/damage (unless additional time is approved by County for unforeseen circumstances), until the AVL device is replaced, up to a maximum of \$1,000 per month.

Y. Contractor's Quality Control Plan

In addition to the Quality Assurance Program submitted in the Contractor's Proposal, the Contractor shall establish and maintain a Quality Control Plan to assure the requirements of this Contract are met. An updated copy shall be

provided to the Contract Manager prior to the Contract start date and whenever changes occur. The plan shall include, but not be limited to, the following:

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

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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:

<u>Agreement</u>. The written, signed accord covering the performance of the requested service.

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

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Contract includes the Agreement, Exhibit A - Scope of Work (Specifications), Exhibit B - Service Contract General Requirements, Exhibit C - Internal Revenue Service Notice 1015, Exhibit D - Safely Surrendered Baby Law Posters, Exhibit E - Defaulted Property Tax Reduction Program, and other appropriate exhibits 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.

<u>Contractor</u>. 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.

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

<u>County</u>. 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.

<u>Direct Employee</u>. Worker employed by Contractor under Contractor's state and federal taxpayer identification.

<u>Director</u>. 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).

<u>District</u>. Los Angeles County Flood Control District, or Los Angeles County Waterworks Districts, or Los Angeles County Consolidated Sewer Maintenance District.

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

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

<u>Maximum Contract Sum</u>. The Maximum Contract Sum is the aggregate total amount of compensation authorized by the Board.

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

<u>Proposer</u>. 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.

<u>Solicitation</u>. Request for Proposals, Invitation for Bids, Request for Statement of Qualifications, or Request for Quotation.

<u>Specifications</u>. 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.

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

<u>Subcontractor</u>. 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. <u>Headings</u>

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

B. <u>Assignment and Delegation</u>

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.

- 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 suspension or termination of this Contract. In the event of such a termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. <u>Authorization Warranty</u>

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

D. Budget Reduction

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

E. Complaints

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

- 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.
- 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.
- 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

- 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. <u>Consideration of Hiring County Employees Targeted for Layoffs or Former County Employee on Reemployment List</u>

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

K. Consideration of Hiring GAIN and GROW Participants

- 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. <u>Contractor's Acknowledgment of County's Commitment to Child Support</u> 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. <u>Contractor's Warranty of Adherence to County's Child Support Compliance</u> Program

- 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 suspend or terminate this Contract for default or impose other penalties as specified in this Contract.

P. Damage to County Facilities, Buildings, or Grounds

 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. <u>Employment Eligibility Verification</u>

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

R. Facsimile Representations

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

S. Fair Labor Standards

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

T. Force Majeure

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

U. Governing Laws, Jurisdiction, and Venue

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

V. Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity

and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

W. Nondiscrimination and Affirmative Action

- 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.
- Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.
- 7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While County

reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.

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

X. Nonexclusivity

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

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

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

Z. Notice of Delays

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

AA. Notice of Disputes

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

BB. Notice to Employees Regarding the Federal Earned Income Credit

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

CC. Notices

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

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.

DD. Publicity

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

- 1. Contractor shall develop all publicity material in a professional manner.
- 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.

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

EE. Public Records Act

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

FF. Record Retention and Inspection/Audit Settlement

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

- In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may suspend or terminate for default or suspend this Contract.
- 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. ln addition to the above, the Contractor agrees, should County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County Contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County Contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and

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

GG. Recycled-Content Paper Products

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

HH. Contractor's Employee Criminal Background Investigation

The Contractor shall be responsible for ongoing implementation and monitoring of the following for each Contractor employee or agent providing service under this Contract who may come into contact with the public, including but not limited to, vehicle operators, Road Supervisors and Subcontractor employees (collectively referred to as "Public Contact Employees"):

- 1. Each Public Contact Employee shall undergo and pass a criminal background investigation prior to starting work under this Contract. The Contractor shall conduct additional criminal background investigations of all Public Contact Employees every two years and upon request of the County at its sole discretion. The background investigation shall include criminal conviction information from an agency acceptable to County such as local law enforcement or Live Scan from the California Department of Justice. The cost of background checks is the responsibility of the Contractor.
- 2. No Public Contact Employee shall have a criminal conviction record, including a guilty plea or a finding of not guilty by reason of insanity and Contractor shall be under a continuing obligation to immediately remove any Public Contact Employee having a criminal conviction record, including a guilty plea or a finding of not guilty by reason of insanity. Contractor may only make an exception to this requirement if Contractor determines that there were mitigating circumstances or that the conviction is not related to the Public Contact Employee position and that the

- Public Contact Employee poses no threat or risk to the County or public and informs the County.
- 3. Disqualification of any Public Contact Employee pursuant to this section shall not relieve Contractor of its obligation to provide services in accordance with the terms and conditions of this Contract.
- 4. The Contractor shall annually submit to the Contract Manager a certificate of compliance attesting that each Public Contact Employee is eligible for employment under this Contract according to the requirements outlined in Sections 1 and 2.

II. <u>Subcontracting</u>

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

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

JJ. <u>Validity</u>

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

KK. Waiver

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

LL. Warranty Against Contingent Fees

- 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.
- For breach of this warranty, County shall have the right, in its sole discretion, to suspend or terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

TERMINATIONS/SUSPENSIONS

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

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

B. <u>Termination/Suspension for Convenience</u>

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

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this Contract shall be delivered to County upon request and shall become the property of County.

C. <u>Termination/Suspension for Default</u>

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

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

D. <u>Termination/Suspension for Improper Consideration</u>

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

E. Termination/Suspension for Insolvency

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

Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code;
- c. The appointment of a bankruptcy Receiver or Trustee for Contractor; or
- d. The execution by Contractor of a general assignment for the benefits of creditors.
- 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. <u>Termination/Suspension for Nonadherence to County Lobbyists Ordinance</u>

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

G. Termination/Suspension for Nonappropriation of Funds

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

GENERAL CONDITIONS OF CONTRACT WORK

A. <u>Authority of Public Works and Inspection</u>

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. <u>Equipment, Labor, Supervision, and Materials</u>

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

E. Gratuitous Work

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

F. Jobsite Safety

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

G. <u>Labor</u>

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

H. Labor Law Compliance

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

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

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;

- 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 suspension or termination of this Contract for default.

L. Public Convenience

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

M. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at Contracted work locations. In the event Contractor determines a public hazard exists at a work location, Contractor shall immediately mark the location to prevent public access to the hazard and immediately notify the Contract Manager.

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. <u>Transportation</u>

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

- 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.
- Contractor shall be responsible for the security of any and all of Public Works/County facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

T. County Contract Database/CARD

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

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. <u>Independent Contractor Status</u>

- 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. <u>Indemnification</u>

Contractor shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers 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. This indemnification also shall include any and all intellectual property liability, including copyright infringement and similar claims.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature

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

D. General Insurance Requirements

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

Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000) dollars, and list any County required endorsement forms.

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

County of Los Angeles
Department of Public Works, Administrative Services Division
P.O. Box 1460
Alhambra, California 91802-1460
Attention of: Contract Analyst (noted in the RFP Notice)

- e. Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Subcontractors, which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.
- 3. Additional Insured Status and Scope of Coverage - The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

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

Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

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

E. Compensation for County Costs

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

F. <u>Insurance Coverage Requirements</u>

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

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

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

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

3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor is a temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate

Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

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

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. <u>Chapter 2.202 of County Code</u>

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

C. Nonresponsible Contractor

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

D. <u>Contractor Hearing Board</u>

- 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.
- 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.

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. <u>Jury Service Program</u>

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

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

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

SAFELY SURRENDERED BABY LAW PROGRAM

A. <u>Contractor's Acknowledgment of County's Commitment to the Safely Surrendered</u> <u>Baby Law</u>

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.

COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. <u>Living Wage Program</u>

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. <u>Payment of Living Wage Rates</u>

- 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 between County facilities that are subject to two different Contracts between Contractor and County (of which both Contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also

verify the number of hours worked, 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. <u>Enforcement and Remedies</u>

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

- 1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore. in the event that a certified monitoring report is deficient, including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until County has been provided with a properly prepared, complete, and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. Termination/Suspension: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.

- 2. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding Payment: If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. Termination/Suspension: Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.
- 3. Debarment: In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Section 2.202, Determinations of Contractor Nonresponsibility and Contractor Debarment.

H. Use of Full-Time Employees

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

Contractor Retaliation Prohibited

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

J. <u>Contractor Standards</u>

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. <u>Neutrality in Labor Relations</u>

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.

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.

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 Small Business of this information.

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

A. Defaulted Property Tax Reduction Program

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

B. <u>Contractor's Warranty of Compliance with County's Defaulted Property Tax</u> <u>Reduction Program</u>

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

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

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

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

SECTION 13

DISPLACED TRANSIT EMPLOYEE PROGRAM

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

The following provision applies if the Contractor declared that the Contractor is willing to retain employees of previous Contractor and signed PW-16, Displaced Transit Employee Declaration indicating that they will do so in their Proposal.

- B. If the Contractor has declared in Form PW-16, Displaced Transit Employee Declaration that the Contractor will retain employees of the prior Contractor or Subcontractor for a period of not less than 90 days, the Contractor shall retain employees who have been employed by the prior Contractor or Subcontractors, except for reasonable and substantiated cause as specified in California Labor Code, Section 1072(c)(2). That cause is limited to the particular employee's performance or conduct while working under the prior Contract or the employee's failure of any controlled substances and alcohol test, physical examination, criminal background check required by law as a condition of employment, or other standard hiring qualification lawfully required by the Contractor and/or Subcontractor.
- C. In accordance with California Labor Code, Section 1072(c)(3), the Contractor shall make a written offer of employment to each employee to be rehired. That offer shall state the time within which the employee must accept that offer, but in no case less than ten days. California Labor Code, Section 1072(c)(3), does not require the Contractor and/or Subcontractor to pay the same wages or offer the same benefits provided by the prior Contractor or Subcontractor.
- D. If, at any time, the Contractor or Subcontractor determines that fewer employees are required than were required under the prior Contract or subcontract, the Contractor or Subcontractor shall retain qualified employees by seniority within the job classification. In determining those employees who are qualified, the Contractor or Subcontractor may require an employee to possess any license that is required by law to operate the equipment that the employee will operate as an employee of the Contractor or Subcontractor.

E. Termination for Breach

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

(Rev. December 2011)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

Note. You are encouraged to notify each employee whose wages for 2011 are less than \$49,078 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2012.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

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

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

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2011 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2011 and owes no tax but is eligible for a credit of \$829, he or she must file a 2011 tax return to get the \$829 refund.

Can My Employees Get Advance EIC Payments?

After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their tax return.

Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

Notice **1015** (Rev. 12-2011) Cat. No. 20599I





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

No shame. No blame. No names.

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

www.babysafela.org



www.babysafela.org



What is the Safely Surrendered Baby Law?

California's Safely Surgeriden

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

How does it work?

A discressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The haby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story

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

Ley de Entrega de Bebés Sin Peligro



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org





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

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

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el hebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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

Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

2.206.010 Findings and declarations.

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

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

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

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

2.206.030 Applicability.

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

2.206.040 Required solicitation and contract language.

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

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in

payments due under any approved payment arrangement (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

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

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

2.206.070 Enforcement and remedies.

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

2.206.080 Severability.

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

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EL SOL SHUTTLE SERVICE

ROUTE DESCRIPTION AND SCHEDULE

The following locations will be the designated timed bus stop locations for use in monitoring on-time performance in accordance with the Contract.

The Dionicio Morales Transit Plaza located at Third Street and La Verne Avenue shall be used as the origination and ending point on the three circular El Sol Shuttle Service routes.

WHITTIER BOULEVARD/SAYBROOK PARK SCHEDULE:

Route A departs every 60 minutes, on the hour (one service vehicle)

TIMED CHECK POINT/STOP LOCATION

MIN AFTER EACH HR:

<u>DIR</u>	<u>ON</u>	<u>AT</u>	
EB	3rd Street	Dionicio M. Transit Plaza	:00
EB	6th Street	Hillview Avenue	:06
SB	Westside Drive	Olympic Boulevard	:17
WB	Whittier Boulevard	Atlantic Boulevard	:26
EB	3rd Street	Ford Boulevard	:42
EB	3rd Street	Dionicio M. Transit Plaza	:45

Route B departs every 60 minutes, on the half hour (one service vehicle)

TIMED CHECK POINT/STOP LOCATION

MIN AFTER EACH HR:

DIR	ON	AT	
WB	3rd Street	Dionicio M. Transit Plaza	:30
SB	Ford Boulevard	3rd Street	:34
EB	Whittier Boulevard	Atlantic Boulevard	:47
NB	Westside Drive	Olympic Boulevard	:56
WB	6th Street	Hillview Avenue	:07
WB	3rd Street	Dionicio M. Transit Plaza	:15

NB= North Bound SB= South Bound WB= West Bound

EB= East Bound

UNION PACIFIC/SALAZAR PARK SCHEDULE:

Route A departs every 60 minutes, on the hour (one service vehicle)

TIMED CHECK POINTS/STOP LOCATION

MIN AFTER EACH HR:

<u>ON</u>	<u>AT</u>	
3rd Street	Dionicio M. Transit Plaza	:00
6th Street	Clela Avenue	:04
Eastern Avenue	Olympic Boulevard	:13
Olympic Boulevard	Indiana Street	:23
Indiana Street	Gleason Avenue	:35
3rd Street	Dionicio M. Transit Plaza	:46
	3rd Street 6th Street Eastern Avenue Olympic Boulevard Indiana Street	3rd Street Dionicio M. Transit Plaza 6th Street Clela Avenue Eastern Avenue Olympic Boulevard Indiana Street Gleason Avenue

Route B departs every 60 minutes, on the half hour (one service vehicle)

TIMED CHECK POINTS/STOP LOCATION

MIN AFTER EACH HR:

DIR	<u>ON</u>	<u>AI</u>	
WB	3rd Street	Dionicio M. Transit Plaza	:30
SB	Indiana Street	Gleason Avenue	:44
EB	Olympic Boulevard	Indiana Street	:56
NB	Eastern Avenue	Olympic Boulevard	:04
WB	6th Street	Clela Avenue	:18
WB	3rd Street	Dionicio M. Transit Plaza	:23

CITY TERRACE/ELAC SCHEDULE:

Route A departs every 60 minutes, on the hour (one service vehicle)

TIMED CHECK POINTS/STOP LOCATION

MIN AFTER EACH HR:

<u>DIR</u>	<u>ON</u>	<u>AT</u>	
WB	3rd Street	Dionicio M. Transit Plaza	:00
NB	Rowan Avenue	Dozier Street	:16
NB	CSULA Busway	CSULA Busway/Metrolink Sta.	:31
EB	Floral Drive	Eastern Avenue	:40
EB	Cesar Chavez Avenue	Schoolside Avenue	:46
WB	3rd Street	Dionicio M. Transit Plaza	:50

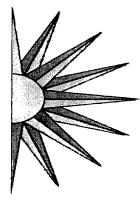
Route B departs every 60 minutes, on the half hour (one service vehicle)

TIMED CHECK POINTS/STOP LOCATION

MIN AFTER EACH HR:

DIR	<u>ON</u>	<u>AT</u>	
EB	3rd Street	Dionicio M. Transit Plaza	:30
WB	Cesar Chavez Avenue	Schoolside Avenue	:38
NB	Eastern Avenue	Floral Drive	:45
SB	CSULA Busway	CSULA Busway/Metrolink Sta.	:53
SB	Rowan Avenue	Dozier Street	:07
EB	3rd Street	Dionicio M. Transit Plaza	:17

NB= North Bound SB= South Bound WB= West Bound EB= East Bound



Fare / Tarifa:

25 cents

Free: Seniors (60 years and older)
Persons with disabilities
Children under 5
Metro Pass Holders
and Transfers

Gratis: Personas de edad avanzada (60 años o más) Personas incapacitadas Niños menores de 5 años Portadores de pases Metro y Transferencias

Iransfer / Transferencia

There will be **one free transfer** from one shuttle route to another. No outside transfers will be issued.

Se permite una transferencia gratis desde una linea del microbús a la otra. Sin embargo, no se otorgan transferencias a otras lineas de autobuses.

El Sol connects with the following transit services:

El Sol conecta con las siguientes líneas de autobús y tren:

Information / Información

Alhambra Community Transit

(626) 289-1220 City of Commerce Municipal Bus (323) 887-4419 LADOT DASH/Community Connection (213, 310, 818) 808-2273

NDEPENDENCE DAY

MEMORIAL DAY

THANKSGIVING DAY

LABOR DAY

CHRISTMAS DAY

 Metro
 (800) COM-MUTE

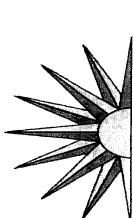
 Metrolink
 (800) 371-LINK

 Montebello Transit
 (323) 887-4545

 Monterey Park Spirit
 (626) 307-7842

Transportation to the Edmund D. Edelman Children's Court and Sheriff's Headquarters is provided free through the Children's Court Shuttle at the Cal State L A Busway/ Metrolink Station.

Transportación hacia Edmund D. Edelman Children's Court y Sheriff's Headquarters es proveida gratis por el Children's Court Shuttle en la Estación Cal State LA Busway/Metrolink.



EL SOL SHUTTLE SEPVICE

6 AM -- 9 PM Monday to Thursday

HORAS DE OPERACION

OPERATING HOURS/

9 AM – 11 PM Saturday (sábados) 9 AM – 5 PM Sunday (domingos)

6 AM - 11 PM Friday (viernes)

(lunes a jueves)

WICROBÚS EL SOI

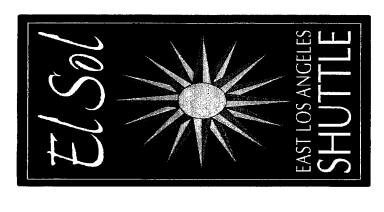
The following holidays will follow the

Los siguientes días de fiesta seguirán

Sunday schedule:

el horario de los domingos ·

NEW YEAR'S DAY



For information in an atternate format or for more Information, please call Si usted necesita información en format alternativo o información adicional llameal (626) 458-3965 or visit LAGOBUS.INFO

For the hearing impaired, please call Para las personas con dificultad auditiva, por favor llamar al TDD (626) 282-7829

For bus service information, please call Para más información sobre el servicio de Microbás, llame al (323) 268-2202 This service is financed through funds provided by the County of Los Angeles.

Este servicio es financiado por el Condado de Los Angeles.

(Schedule effective 11-15-09)

WELCOME ABOARD BIENVENIDOS A BORDO



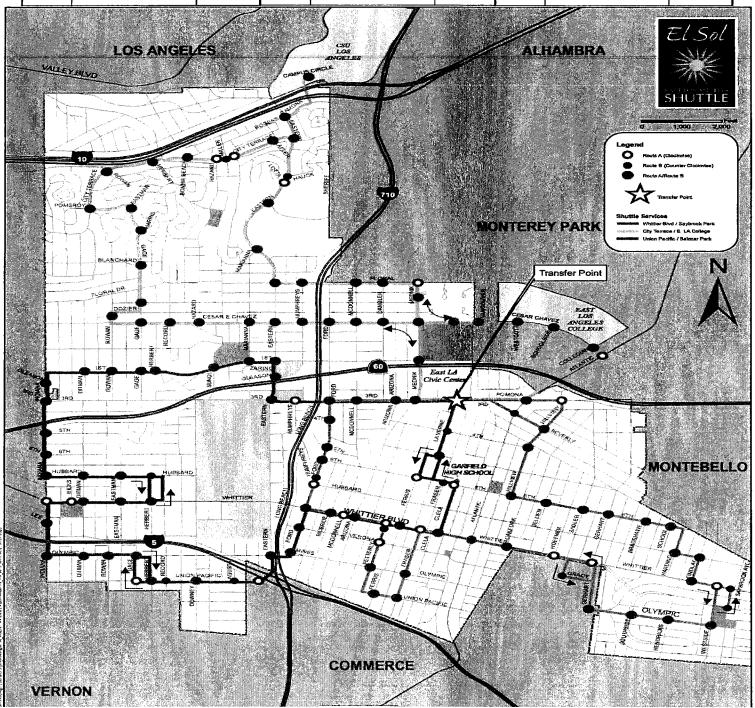
El Sol Shuttle Service

Monday – Thursday (lunes a jueves) 6 am to 9 pm • Friday (viernes) 6 am to 11 pm Saturday (sábados) 9 am to 11 pm • Sunday (domingos) 9 am to 5 pm

Hourly Service from Transfer Point at 3rd and La Verne Servicio cada hora desde el punto de transferencia en la esquina de 3rd & La Verne

> Route A departs on the hour • Ruta A sale cada hora en punto Route B departs on the half hour • Ruta B sale a la media hora

				Union Pacific/Salazar Park			City Terrace/ELAC	
Route A	Shuttle Stops R Cross Street	oute B	Route A	Shuttle Stops Cross Street	Route B	Route A	Shuttle Stops Cross Street	Route B
:00	3RD & LA VERNE	:15	:00	3RD & LA VERNE	:23	:00	3RD & LA VERNE	:17
:06	6TH & HILLVIEW	:07	-04	6TH & CLELA	:18	1.16	ROWAN & DOZIER	:07
:17	WESTSIDE & OLYMPIC	:56	:13	EASTERN & OLYMPIC	:04	31	CSULA BUSWAY/METROLINK STA	:53
:26		:47	:23	INDIANA & OLYMPIC	:56	40	FLORAL & EASTERN	45
:42	3RD & FORD	34	.35	INDIANA & GLEASON	44	:46	CESAR CHAVEZ & SCHOOLSIDE	.38
:45	3RD & LA VERNE	30	:46	3RD & LA VERNE	30	:50	3RD & LA VERNE	30



COUNTY-PROVIDED SERVICE VEHICLE SPECIFICATIONS

Vehicle Information

A. The following County-Provided Vehicles are currently assigned to the El Sol Shuttle Service:

<u>ID</u>	<u>Make</u>	<u>Model</u>	<u>Year</u>	<u>VIN #</u>
L-301	El Dorado National	EZ Rider II	2004	1N9FLABG24C084182
L-302	El Dorado National	EZ Rider II	2004	1N9FLABG44C084183
L-303	El Dorado National	EZ Rider II	2004	1N9FLABG64C084184
L-304	El Dorado National	EZ Rider II	2004	1N9FLABG84C084185
L-305	El Dorado National	EZ Rider II	2004	1N9FLABGX4C084186
L-306	El Dorado National	EZ Rider II	2004	1N9FLABG14C084187
L-307	El Dorado National	EZ Rider II	2004	1N9FLABG34C084188

- 2004 Model El Dorado National EZ Rider II
- 30-foot low floor bus
- Kneeling front suspension system
- Cummins B Plus (5.9L) Propane (LPG), 195 HP
- Backup alarm warning
- Hydraulic wheelchair ramp at front door
- ADA compliant securement system for two (2) wheelchair passengers
- Public address system with gooseneck microphone
- Passenger pull cord signal system with chime and dash light
- Farebox
- 10 lbs. ABC Fire Extinguisher, first aid kit, reflector kit
- Bike Racks (that will support two standard-sized bikes)

CONTRACTOR-PROVIDED SPARE SERVICE VEHICLE REQUIREMENTS

Minimum Vehicle Requirements

- Twenty-five-foot Cutaway Vehicles
- Sixteen seated passenger vehicle with standard seating (12 seated passengers with two wheelchair positions in use) or 14 seated passenger vehicle with perimeter seating (12 seated passengers with two wheelchair positions in use)
- Folding seats are provided in the wheelchair area, which cannot be used while wheelchairs are on board
- Vehicle shall never be greater than seven years old throughout the life of the Contract including any option year periods
- Fuel type: Alternative fuel is preferred. Gasoline fuel is acceptable. No diesel fuel (including bio-diesel) is acceptable.
- Minimum 14,000 LB GVWR
- Vertical stanchions
- 86,000 BTU passenger area air-conditioning system
- 24,500 BTU passenger area heating system
- 35,000 BTU passenger area heater
- Passenger pull cord
- "Stop Requested" sign
- Public address system with gooseneck microphone
- Backup alarm
- Ricon model S-2005 (or equivalent) fully automatic wheelchair lift that includes a manual backup, handrails, California brake interlock and lift pad kit
- ADA-compliant securement system for two wheelchair passengers
- 10 lbs. ABC Fire Extinguisher, first-aid kit and reflector kit
- Inside and outside signage
- Fare Box

SERVICE VEHICLE APPEARANCE/CLEANLINESS CHECKLIST

	Date/Time	Vehicle	e No
	Checked By		
EXTERIOR	VERY GOOD	ACCEPTABLE	UNACCEPTABLE
Windshield Windows Body-Front and Sides Body-Rear Fuel Filter Area Wheels Rubber/Vinyl Parts Destination Sign Area			
INTERIOR			
Entry/Driver Area Windshield Floor/Aisle Seats Seat Backs Windows Lift or Exit Door Area Sidewall Panels Modesty Panels Stanchions/Grabrails Information Display Area Schedule Holder(s)			
Subtotal			
Total			
OVERALL RATING			
		VERY GOOD ACCEPTABLE	
		UNACCEPTABL	E

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PREVENTIVE MAINTENANCE

INTRODUCTION

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

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

SECTION 1. SERVICE PROVISIONS

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

A. <u>PMI Service Sequencing</u>

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

EXHIBIT J

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

PMI Service	SERVICE Miles	Or Maximum Days	Joint PMI Services
DVIR	N/A	Daily	
1	N/A	Weekly	
J/A	3,000	30 Days maximum	
В	24,000	240 Days maximum	I and J/A
С	48,000	480 Days maximum	I, J/A and B
DVIR – Da	aily Pre-Trip Inspection	n by operator	

B. Inspections/PMI Services

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

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

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

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

2. The Contractor shall perform the PMI service level "I" in accordance with 13 CCR Section 1234(f) and California Vehicle Code Section 34500.

EXHIBIT J

The inspection must be a matter of record. The "I" inspection is to be performed at least every 7 calendar days utilizing qualified and Automotive Service Excellence (ASE) certified maintenance personnel. PMI service Level "I" shall include, but is not be limited to, the following:

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

Plus other additional items deemed appropriate.

3. The Contractor shall perform the PMI service level "J/A" in accordance with 13 CCR Section 1232(b). The inspection must be a matter of record.

The "J/A" inspections are to be performed simultaneously at least every 30 calendar days. These services shall include, but are not limited to, the following items:

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

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

Plus other additional items deemed appropriate.

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

- 4. "B" inspection/service (24,000 miles/8 months) includes, but is not limited to, the following items:
 - "A/J" inspection;
 - Engine fuel filter, replace (primary).
 - Engine fuel filter, replace filter element (secondary).
 - Replace engine air filter.
 - Replace spark plugs (non-diesel powered engines).
 - Replace transmission filter and fluid.
 - Replace power steering fluid and filter.
 - Balance and rotate tires.
 - Perform a full "four wheel" alignment.
 - Replace brake fluid (hydraulic).
 - Replace air dryer filter (air brakes).
 - Repack front wheel bearings.
 - Check all fuel lines for leaks.
 - Check fuel line attachment points to chassis.
 - Inspect tank and lines for damage, fractures, and/or rust.
 - Check fuel tank valves and fittings for leaks and operation.
 - Check spark plugs for excessive gap, heavy deposits on electrodes and/or electrode damage.

Plus other additional items deemed appropriate.

- 5. "C" inspection/service (48,000 miles/16 months) includes, but is not limited to, the following items:
 - "A/J" inspection.
 - "B" inspection.
 - Inspect differential, change oil.
 - Replace in-tank propane fuel pump filter.
 - Replace in-line fuel filter.
 - Inspect and replace spark plugs.
 - Inspect spark plug wires.

Plus other additional items deemed appropriate.

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

EXHIBIT J

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

Plus other additional items deemed appropriate.

C. Services Not Included

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

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

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

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

- Head lamps.
- Clearance lamps.
- Turn signal lamps.
- Reflectors.
- Interior lamps.
- Dashboard and all indicator lamps.
- Windshield wiper blades.
- Mirrors.
- Other consumables, except as covered by warranty.
- Fire extinguisher.
- First Aid Kits.

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

E. Parts included

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

Engine: Engine oil filter(s)

Air filter element Fuel filter element(s) Replacement oil

Replacement coolant and filter(s)

Miscellaneous: Power steering fluid and filter(s)

Brake fluid

Transmission: Transmission oil filter(s)

Replacement oil

Differential: Replacement oil

Wheel Bearing: Grease seals and/or hubcaps

Grease or oil

Antifreeze

Lubrication grease

Silicone Battery(s)

Battery water (distilled)

Battery terminal spray/protectant Windshield wipers and washer fluid

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

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

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

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

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

SECTION 2. OIL ANALYSIS

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

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

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

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

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

SECTION 3. RECORDS

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

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

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

SECTION 4. TRANSFER OF COUNTY VEHICLES

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

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

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June			<u> </u>					July 25th
Total:	0	0	0		0	0	0	

** SAFETY AND SECURITY THRESHOLDS

	Thresholds	
Major Incident	Non-Majo	Non-Major Incident
(Safety or Security)	(Safety)	(Security)
	Incidents not already reported on	Incidents not already reported on the Major Incident Reporting form.
Existence of one or more of the following conditions:	Existence of one or more of the following conditions:	Occurrence of Part I offenses (except homicide):
1. A fatality	 Injuries requiring immediate medical attention away from the scene for one person 	1. Forcible rape
2. Injuries requiring immediate medical attention from the scene for two or more persons	2. Property damage equal to or exceeding \$7,5002. (less than \$25,000)	2. Robbery
3. Property damage equal to or exceeding \$25,000	 All non-aron fires not qualifying as Major Incidents 	3. Aggravated assault
4. An evalcuation due to life safety reasons		4. Burglary
5. A collision at a grade crossing		5. Larceny/theft
6. A main-line derailment		6. Motor vehicle theft
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		7. Arson
8. A collision between a rail transit vehicle and another rail		Arrest/Citation for Part II Offenses:
transit vehicle and another rail transit vehicle or a transit non- revenue vehicle resulting in injuries that require immediate		 Other assaults Vandalism
medical attention away from the scene for one or more persons		3. Trespassing
		Occurrence of Other Security Issues:
		1. Bomb threat
		2. Bombing
		3. Chemical/Biological/Nuclear release
		4. Oyber Incident
		5. Hijacking
		6. Non-violent civil disturbance
		7. Sabotage
		Occurrence of Suicides and attempts

CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM

1. <u>Substance Abuse Testing</u>

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

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

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

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

- b. <u>Institute a Comprehensive Program for Substance Abuse Testing for All Personnel Entailing Urinalysis and/or Blood Tests</u>
 - 1. <u>Pre-employment testing of job applicants, independent Contractors' and Subcontractors' employees all as part of the pre-employment physical examination</u>

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

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

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

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

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

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

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

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

3. Non-discretionary, Random Substance Abuse Testing

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

Names of individuals shall be chosen for random testing on a schedule designed to test 25 percent of the relevant personnel and affected other personnel quarterly, which schedule shall be set forth in a public statement distributed quarterly to all personnel and affected other persons. In no event shall the employee have more than six hours notice prior to his or her appointment for the test.

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

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

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

4. <u>Double Testing</u>

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

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

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

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

c. Institute A Review Procedure

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

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

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

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

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

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

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

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

The Board has absolute discretion to question extenuating circumstances.

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

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

1. Confidentiality

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

2. Liability

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

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

Provider:			Reporting Period:					
Agreement/Contract No.		Project:						
A requi comple	reme te an	nt of the subject Agreement or Scope of d submit one of these forms no later than	Work is the manda	atory quarterly d of each qua	/ drug testi arter.	ng program.	Please	
FAX to	:	(626) 979-5313						
l.	RAN	IDOM TESTING		<u>DRIVERS</u>	MECH.	<u>OTHER</u>	TOTAL	
	a.	Number of drivers and mechanics assign to project this quarter.	ned				.	
	b.	Number of random test (25% minimum)						
	C.	Number of positive tests results					<u> </u>	
	d.	Number of positive second tests					<u> </u>	
	e.	Action taken due to second positive tests	3				 	
II.	PRE	-EMPLOYMENT TESTING						
	a.	Number of potential employees tested						
	b.	Number of positive tests results						
	C.	Action taken on positive tests						
III.	INC	DENT-RELATED TESTING						
	a.	Number of employees tested						
	b.	Number of positive tests results					<u>.</u>	
	C.	Number of positive second tests					<u>.</u>	
	d.	Action taken due to second positive tests	5					
D		D.J.						
Prepare	ed By	Date						

TRANSIT SECURITY PLAN

(To be provided by the Contractor)





Southland Transit, Inc.

presents the following proposal for the operation of

Los Angeles County DPW

EL SOL SHUTTLE Services
(2011-PA044)

Southland Transit, Inc.

3650 Rockwell Avenue El Monte, California 91731 Len Engel, Vice President Phone: 626.258.1387 • Fax: 626.258.1329



January 16, 2012

Eric Fong Administrative Services Division – 9th Floor LA County Department of Public Works 900 South Fremont Avenue Alhambra, CA 91803

Re: Proposal for Operation of the El Sol Shuttle (2011-PA044)

Dear Mr. Fong:

We at Southland Transit present the attached proposal with a clear understanding, and full commitment to exceeding, the requirements of this request for proposals. Southland has become a leader in providing community based fixed-route services and we would bring all of that experience to the task of providing exceptional service to the County of Los Angeles and especially to the passengers who will continue to use this fixed-route service.

Our company has been operating several projects for Los Angeles County Public Works Department, we very familiar with the requirements LACPWD. We look forward to continuing our relationship with the Department of Public Works.

If there are any questions regarding this proposal please feel free to contact me:

Len Engel, Vice President Southland Transit, Inc. 3650 Rockwell Avenue

El Monte, CA 91731 Phone: 626.258.1387 Fax: 626.258.1329 Cell: 626.488.4356

Email: lenengel@southlandtransit.com

I hereby certify that I am authorized to bind the company to this proposal. We have carefully reviewed the RFP, Addenda #1, and all of the County's other contractual requirements. In submitting this proposal we commit to meeting all of the requirements outlined in those documents. This proposal will be valid for a minimum of 270 days following submission.

Sincerely,

Len Engel

Vice President/Chief Operating Officer





Action by Unanimous Written Consent of the Directors of Southland Transit, Inc.

A California Corporation

The undersigned, constituting all the Directors of Southland Transit, Inc., a California corporation, hereby adopt the following resolution pursuant to the authority of Section 30(b) of the California Corporations Code and bylaws of this corporation:

Resolved to authorize Len Engel, Vice President, to negotiate and bind the company as to this proposal submitted to the Los Angeles County, Department of Public Works in response to Request for Proposals for El Sol Shuttle Service (2011-PA044).

Timmy Mardirossian, President

Carol Story, Chief Financial Officer

Eda Aghajanian, Secretary

January 16, 2012

January 16, 2012

January 16, 2012



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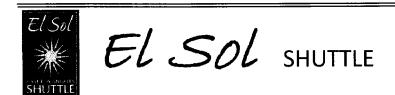
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Corporate Support Documents

Southland Transit, Inc. is providing a copy of our corporation's "Certificate of Good Standing" with the State of California and the most recent "Statement by Domestic Stock Corporation" as filed with the California Secretary of State. Since our most recent Statement has only the "No change in information" box checked, we are also submitting the most recent Statement, which includes a list of corporate officers. Please refer to Exhibit 1.



EL SOL SHUTTLE



Corporate Experience

Background

This proposal is being provided by Southland Transit, Inc. as prime contractor. Southland was founded in 2001 and has rapidly built a reputation as one of California's most effective transit companies operating sixteen demand response services and twelve fixed-route services. These operations are provided under contract with the County of Los Angeles Department of Public Works, Riverside Transit Agency, Los Angeles County cities, two Regional Centers for the developmentally disabled, and Access Services, Inc. the Consolidated Transportation Services Agency (CTSA) for Los Angeles County.

Southland Transit's predecessor sister company, San Gabriel Transit, Inc., was one of the first companies to provide public paratransit services in Southern California. SGT has built a strong reputation by effectively operating some of the most difficult demand response operations in the industry. The Los Angeles ASI countywide ADA service contracts the company operates have consistently been the best performing segment of the Access Service network. The company had also performed well on multiple fixed-route and dial-a-ride engagements prior to transferring those services to Southland Transit upon its formation in 2001.

Southland is a California corporation whose chief executives are Timmy Mardirossian and Len Engel. As President, Mr. Mardirossian provides strategic direction to all of the company's operations. As Vice President and Chief Operating Officer, Len Engel directs all of Southland's operations including all of our municipal and public transit contracts. Together the two executives bring over 65 years of transportation operations experience to the task of providing excellent service to our customers.

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

Firm Expertise

Commitment to Client Partnership – At Southland Transit we believe that each service we provide is unique. Thus an essential element of our operation is developing a partnership with each client to make certain the individual service meets the particular needs of its riders. In order to provide this for our customers we have developed some unique approaches that have yielded truly beneficial results. The following are some examples of what our company has accomplished on services by working in partnership with the client.





- Fixed Route Transit. In addition to being the proud operator of a number of DPW shuttle projects, we have provided service on fixed route contracts throughout Southern California. In every case we have improved on time performance through a commitment to maintenance and by working with the clients to insure that the time points on the route was reflective of the traffic realities of the communities involved. We have been the proud operator of Metro's Division 95 for the past six years. We started the first fixed-route service for the City of Baldwin Park in 1997. In Alhambra, El Monte, Lawndale and West Covina we took over the operations from large national companies and were immediately able to deliver significantly improved services.
- We have been the only operator of Baldwin Park Transit. Since its inception we have done all of the route scheduling and much of the route planning for this system that has grown from four small cutaway buses to six 32" two-door transit buses. We are especially proud of the fact that because of effective route design this system serves a city of over 90,000 people with only two dial-a-ride vans. The fixed-routes serve the senior services so well that many of the dial-a-ride eligible riders prefer to use the fixed-route system.
- We took over operation of the Alhambra Community Transit fixed-route system in 1998 after the prior contractor was replaced. Ridership has increased every year we have operated the system due to the working partnership we have with City staff. Cooperative marketing efforts have included the summer fun pass system, rider newsletters, and an active customer service survey program. Essential to growth and development of this system has been our improvements in maintenance of the CNG fleet and our work to change the schedules to reflect changes in traffic flow and thereby make schedule adherence consistent. These two factors have made the service more reliable for the riders, an essential element in encouraging its use.
- We took over the West Covina Go-West system in 2001. As part of the new
 contract a third route was to be established serving the southern part of the city.
 Our staff did all the planning for this route and provided several options to the
 City for the timing of the route to match peak demands. This route now
 outperforms the two routes that predated it. We also improved the overall image
 of the system with the introduction of alternative fueled MST type transit buses.
- Rail Connector Service. Southland has provided rail transit connection service
 on several of our major fixed route transit projects. On our San Fernando Valley
 Smart Shuttle service and our West Covina Green Line service we developed
 the service model and schedules for matching train arrivals and departures.





Areas of Expertise

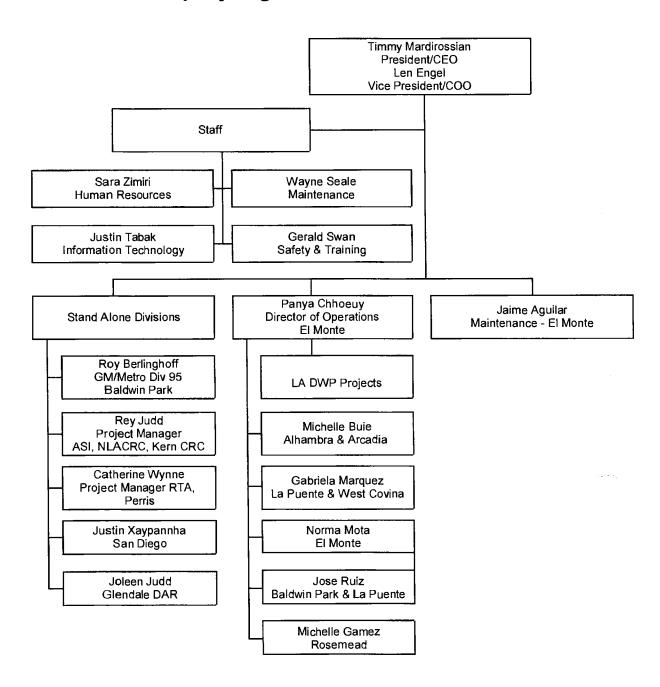
Southland currently provides fixed-route service, ADA complementary service, rail connection services, general public dial-a-ride services, elderly/disabled dial-a-ride services and am/pm route services for developmentally disabled adults attending programs sponsored by our Regional Center customers.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

- <u>Fixed-route Transit</u>. We provide service on numerous fixed-route contracts. We have been successful on small projects and large. We fully understand that the smaller projects can, often, require more attention than the large projects. That the skills and experience required to manage a small project may be more demanding than a large project.
- Vehicle Maintenance. Our vehicle maintenance performance compares to any transit
 management company, regardless of size. In particular we have taken on the challenge
 of the growing use of alternate fuels and established successful programs with both
 propane and compressed natural gas. Our record of performance on Highway Patrol
 inspections and third party maintenance inspections has been exemplary.
- <u>Safety and Training</u>. Our community transit operations have established an exemplary safety record that has allowed us to maintain cost effective insurance coverage for our clients.
- <u>Deployment of high technology dispatch</u>, including global positioning and wireless communication with on-board computers to enhance productivity and service reliability in dial-a-ride and flex-route service. We are expert in the use of both automated paratransit dispatching and high-tech taxi dispatching systems. Our capabilities include the deployment of on-board computers to continually track the performance of drivers. We believe that we have the finest record for effective paratransit dispatching in the State.
- Regulatory Compliance. We developed an advanced payroll tracking system that allows us to insure we pay our people in accordance with California law and to provide visibility of payroll costs throughout the organization. We regularly train managers on managing in compliance with State and Federal law. We provide each manager and lead person with a specifically designed manager's guide that assists them in maintaining a fair, satisfied, and disciplined workplace.





Southland Company Organization







Relevant Experience

Project Profiles

Project Profiles	Dispatch	Annual Revenue			Vehicles	
	System	Miles Hours		Number Capacity		Fuel
South Whittier Shuttle	Fixed Route	106,137	7,981	2	29	Propane
Avocado Heights / East Valinda	Fixed Route	36,533	3,991	1	16	Gasoline
Whittier Dial-A-Ride	Trapeze	219,467	15,298	10	4	Gasoline & Propane
East LA Dial-A-Ride	Trapeze	113,974	11,077	8	4	Gasoline
Metro Fixed Route	Fixed Route	2,037,564	143,020	404,032	24,154	CNG
El Monte Trolley	Fixed Route	207,938	19,067	8	25	Diesel
Alhambra Fixed Route	Fixed Route	176,432	16,609	9	32	CNG
West Covina Fixed Route	Fixed Route	163,791	11,468	6	22	CNG/Propane
Rosemead Fixed Route	Fixed Route	81,554	6,024	3	22	Propane
La Puente Fixed Route	Fixed Route	12,134	8,418	3	2,021	Gasoline Diesel
RTA Dial-A-Ride	Trapeze	3,409,982	170,417	90	83 - 12/3 14 - 4/2	Gasoline
North LA Regional Center	Manifest	459,000	31,900	26	18	Gasoline
Kern Regional Center	Manifest	476,000	4,400	3	18	Gasoline
ASI ADA Paratransit	5M/DDS	357,500	24,900	15	18	Gasoline
Arcadia Dial-A-Ride	Trapeze	234,926	25,246	18	18	Gasoline
Alhambra Dial-A-Ride	Trapeze	128,181	14,312	9	8	Gasoline
Glendale Dial-A-Ride	Trapeze	123,000	11,490	6	14	Gasoline
Pico Rivera Dial-A-Ride	Trapeze	114,559	10,462	5	15	Gasoline
West Coving Dial-A-Ride	Trapeze	93,788	7,466	8	5 - 9 3 - 3/1	Propane Gasoline
El Monte Dial-A-Ride	Trapeze	86,554	8,514	6	5	Gasoline
Rosemead Dial-A-Ride	Trapeze	61,661	5,954	4	16	Propane
La Puente Dial-A-Ride	Trapeze	43,902	1,998	1	8	Diesel
CareFusion Emp Shuttle	Fixed Route	49,000	2,800	1	20	Gasoline
SAIC Employee Shuttle	Fixed Route	26,940	3,960	2	19	Diesel
City of San Diego Qualcom Shuttle	Fixed Route	450	180	1	18	Diesel





Client References

LA County DPW - South Whittier Shuttle

Vanessa Rachal
Ph: 626-458-3960
VRachal@dpw.lacounty.gov
LA County Department of Public Works
900 So Fremont Ave. 11th Floor
Alhambra, CA 91803-1331
Service Dates: 2006 to Present

LA County DPW - Whittier Dial-A-Ride

Jordan Catanese
Ph: 626-458-3964
JCatanese@dpw.lacounty.gov
LA County Department of Public Works
900 So Fremont Ave. 11th Floor
Alhambra, CA 91803-1331
Service Dates: 1999 to Present

LA County DPW - East LA Dial-A-Ride

Sandra Perez
Ph: 626-458-3955
SAPerez@dpw.lacounty.gov
LA County Department of Public Works
900 So Fremont Ave. 11th Floor
Alhambra, CA 91803-1331
Service Dates: 1994 to Present

LA County DPW - Avocado Heights/East Valinda

Vanessa Rachal
Ph: 626-458-3960
Email: Vrachal@dpw.lacounty.gov
LA County Department of Public Works
900 So Fremont Ave. 11th Floor
Alhambra, CA 91803-1331
Service Dates: 2005 to Present

Los Angeles Metro – Metro Division 95

Elizabeth Carter Ph: 213-922-2802

Email: CarterE@metro.net
One Gateway Plaza, Mail Stop: 99-11-3

Los Angeles, CA 90012-2952 Service Dates: 2005 to Present





North Los Angeles County Regional Center - Developmentally Disabled Transportation

George Stevens Ph: 818-756-6116

Email: GStevens@nlacrc.org

North Los Angeles County Regional Center

15400 Sherman Way, Suite 170

Van Nuys, CA 91406

Service Dates: 2001 to Present

Kern Regional Center - Developmentally Disabled Transportation

Michal C Clark Ph: 661-327-8531

Email: KRCmail@kernrc.org

Kern Regional Center 3200 Sillect Avenue

Bakersfield, CA 93308-6333 Service Dates: 2001 to Present

West Covina Transit

Scott Smilowitz Ph: 626-814-8431

Email: Scott.Smilowitz@westcovina.org

City of West Covina 1444 West Garvey Avenue West Covina, CA 91790

Service Dates: 2001 to Present

Alhambra Transit

Mary Chavez Ph: 626-570-5067

Email: MChavez@cityofalhambra.org

City of Alhambra 11 South First Street, Alhambra, CA 91801

Service Dates: 1998 to Present

El Monte Transit

Gwynn Stevens Ph: 626-580-2217

Email: gstevens@ci.el-monte.ca.us

City of El Monte

City of El Monte Transportation Services Division 3629 Cypress Avenue, El Monte, CA 91731-2798

Service Dates: 2002 to Present





Rosemead Transit

Chris Marcarello Ph: 626-569-2118

Email: Cmarcarello@cityofrosemead.org

City of Rosemead 8838 Valley Blvd. Rosemead, CA 91770

Service Dates: 2008 to Present

RTA - ADA/Dial-A-Ride Paratransit Service

Virginia Werly Ph: 951-565-5184

Email: VWerly@riversidetransit.com

Riverside Transit Agency 1825 Third Street Riverside, CA 92507

Service Dates: 2006 to Present

Access Services (ADA Paratransit Services)

Shelly Verrinder Ph: 213-270-6000

Email: Verrinder@asila.org

Access Services P.O. Box 5728 El Monte, CA 91734

Service Dates: 2005 to Present

Arcadia Transit

Linda Hui

Ph: 626-574-5435

Email: LHui@ci.arcadia.ca.us

City of Arcadia

240 West Huntington Drive, Arcadia, CA 91066

Service Dates: 1975 to Present

Glendale - Dial-A-Ride

Kathryn Engel, Transit Manager

Ph: 818-548-3960

Email: KEngel@ci.glendale.ca.us 633 East Broadway, Room 300

Glendale, CA 91206

Service Dates: 1994 to Present





Pico Rivera Transit

Raymond Chavez Ph: 562-801-4388

Email: RChavez@pico-rivera.org

City of Pico Rivera 6615 Passons Blvd Pico Rivera, CA 90660

Service Dates: 2000 to Present

La Puente - Transit

Contact: Beth Chow Telephone: 626-855-1500 Fax: 626-330-4000 Email: bchow@lapuente.org

City of La Puente 15900 E. Main Street La Puente, CA 91744

Service Dates: 1994 to Present

CareFusion - Employee Shuttle

Frank Moton Jr Ph: 858-617-5527

Email: frank.moton@carefusion.com

CareFusion

10020 Pacific Mesa Blvd San Diego, CA 92121

Service Dates: 2006 to Present

Science Applications International Corporation – Employee Shuttle

Debra Gutzmer Ph: 858-626-6333

Email: Debra.L.Gutzmer@saic.com

4161 Campus Point Court San Diego, CA 92121

Service Dates: 2005 to Present

City of San Diego - Qualcomm Shuttle

Michelle Keley Ph: 619-641-3107

Email: Mkelley@sandiego.gov

City of San Diego

1200 Third Ave., Suite 200 San Diego, CA 92101

Service Dates: 2005 to Present





Resumes of Principals and Managing Employees.

Company Support Staff

Because Southland Transit is California owned and operated, the highest levels of management and their expertise is directly available to our clients and project managers. The corporate staff, including both the Vice President and Director of Operations regularly visit every project facility. And every member of a project staff has available to them the immediate expertise and assistance of corporate managers with the experience to insure that the best decision is made in every instance. The resumes for these people can be found following this section.

Timmy Mardirossian is the President of Southland Transit, Inc. and its affiliated company San Gabriel Transit. Timmy brings to his positions a vast knowledge of transportation in Southern California. Beginning in 1979 with Beverly Hills Cab, he has built companies that provide a variety of transportation services, including reliable taxi service, airport van service, municipal dial-a-ride service, fixed route services and, most importantly for this engagement, our highly successful Access Services contracts. Timmy is fully engaged in the company's performance for Access Services. Despite the growth of the company he still reviews performance on a daily basis. To this day Timmy keeps the reporting screen for the ASI system throughout the day and actively monitors its performance.

Len Engel, Vice President/Chief Operating Officer of Southland Transit, Inc. Len brings to this position a wide variety of transportation experience including transit operations and paratransit projects, both senior/disabled and ADA. His record of service implementation includes a variety of projects across the country. Len's resume is included on page 13.

Panya Chhoeuy, Director of Operations. Panya's office is at our El Monte Operations Center. Panya first joined our company in 2006 as our project manager in San Diego. He is a TSI Certified Transit Trainer, has 20 years of experience managing dial-a-ride, fixed route and "flex-route" services. He joined our corporate staff as Director of Operations in July of 2011. Panya is our current DPW Project Manager. His resume is on page 14.

Wayne Seale, Director of Maintenance. His offices are in El Monte where he maintains a 24-hour a day maintenance operation and back up parts inventory for each of our facilities. He has installed and is responsible for maintenance of our proprietary maintenance software. The system provides comprehensive reports to our on all maintenance performed on equipment at the facility. Wayne is continually working to obtain and renew his ASE certifications. He is an automotive Master Technician. Wayne's resume is on page 15.

Jaime Aguilar, Maintenance Manager. Jaime has proven success in managing the preventive maintenance, repair and daily cleaning/servicing of coaches used in fixed route and paratransit service. He has twenty years of transit bus maintenance experience. Jaime's resume is on page 16.

Gerald Swan, Safety and Training Manager. Gerald is a TSI Certified transit instructor. He maintains his office at our El Monte Operations Center and supervises the efforts of the company's seven other certified instructors and the team of Road Supervisors assigned to the El Monte facility. He is certified to teach the required sexual harassment curriculum. Gerald's resume is on page 17.



El SOL SHUTTLE



Lori Cooper, Manager, Human Resources. In this capacity she oversees all aspects of Human Resources and compliance issues. She administers our health insurance program and has training in wage and hour law. Lori is available to all managers or supervisors when addressing performance issues, benefit questions, wage compliance, or other areas of concern.

Carrie Shirley – Risk Management. Carrie is responsible for ensuring that driver accident reports for vehicles operated by Southland Transit are complete and accurate prior to submission to the insurance carrier and/or client as needed. She actively monitors cases through the process to ensure that issues are dealt with in a timely fashion.

Melineh Morad – Workers' Compensation. In a company the size of Southland Transit managing workers' compensation claims and processes can mean the difference between success and failure. Melineh's role at our company is to provide on-site training to managers and supervisors on Workers' Compensation as well as disseminate written material and notification of upcoming seminars on the subject. She processes and forwards all new injury claims to appropriate insurance company and then reviews and monitors all open claims on a regular basis, scheduling claims reviews with each insurance company.

Justin Tabak – Network / Computer / Software Support. Justin is a dedicated and highly energetic person who thrives in pressure situations and can be counted on when the going gets tough. He is skilled in Network Administration, File Servers, Database Servers, Workstations and other related systems. He takes pride in providing creative direction and out of the box thinking. If there is one characteristic that is appreciated at Southland above others is Justin's can do attitude. He will be available on an as needed basis.





LEN ENGEL

Vice President / Chief Operating Officer

Len has proven success in managing effective transit systems under contract with public agencies. He has significant experience with all phases of transit and paratransit operations including route/service planning, automated dispatch implementation, service marketing, employee/labor relations, safety/training programs, budgeting, and risk/insurance management.

PROFESSIONAL EXPERIENCE

Southland Transit, Inc. El Monte - Vice President/COO

2010 to Present

Responsible for all transit contracts and operations of the company and business development activities. Provides support and collaborates with senior management staff to design successful operations. Ensures that operational resources are identified and obtained to realistically perform services at proposed levels and measures. With the support of Southland's Director of Operations provides guidance, training and support for eleven Project Managers located at five locations throughout southern California.

Analyzes technical and financial aspects of solicitations and requests for proposals to ensure that Southland's proposals include highly responsive management plans, cost-effective budgets and are, at the same time, extremely competitive.

Horizon Information Systems/Internet Solutions, Boise, ID - VP/CTO

1997 - 2010

<u>Transportation Systems Management & Development</u> - provided business development and operations consulting to transportation companies.

<u>Technology</u> (Transportation) – developed several applications for transportation companies.

<u>Technology</u> (Education) – Horizon developed, an on-line application to manage the relationships between community service organizations, universities, and students.

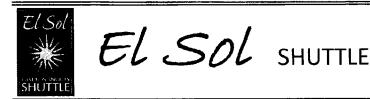
Charterways Transit Management, Inc. LA – Dir., Bus. Dev. & Operations	1996 – 1997
Metro-Ride, Inc. Minneapolis, MN - Director of Business Development (CA)	1994 – 1995
Laidlaw Transit, Inc. Los Angeles - Vice President, Transit Marketing	1989 – 1994
Regional Director of Transit Operations.	1988 – 1989
Transit West Services, Inc. Boise, ID President/COO	1977 - 1988
McDonald Transit Associates. Fort Worth, TX - Vice President / GM - Boise	1976 - 1977

ADDITIONAL EXPERIENCE & TRAINING

Planning: State of Idaho; Ada COG, Boise; SAAG, Modesto, CA
Broadcasting: ABC TV, Montgomery, AL. American Forces Radio & TV service
Northeastern U., Boston. Adjunct Instructor, Transit Management Seminar. 1981
APTA. — Small Systems Advisory Board. Washington, DC 1978-80
Professional Transit Training: Northeastern U., Boston; FTA Marketing Seminar, Carmel, CA.; ITS, UC - Berkeley, CA.

EDUCATION

Boise State University Boise, Idaho – MPA Program 1977-80 California State University, Fresno – Graduate Program MURP 1972-74 California State University, Stanislaus, Turlock – BA (Urban Studies) 1972





PANYA CHHOEUY

Director of Operations

Panya has proven success in managing effective passenger transportation systems under contract with municipalities, paratransit agencies and non-profit organizations. He has significant experience with supervision of both fixed route and demand responsive operations. Complete familiarity with all aspects of service operations, including scheduling, operational reporting, driver recruitment, driver training, maintenance and accident/loss prevention.

PROFESSIONAL EXPERIENCE

Southland Transit, Inc., El Monte, CA - Director of Operations

2011 to Present

Provide operational assistance for all operations of Southland Transit, Inc. consisting of over 650 employees and 22 public transportation contracts. Direct supervision of 9 managers. Ensure contract compliance and satisfaction. Provide support to managers and clients of Southland Transit, Inc. Providing operating reports to the President, Vice-President, and clients. Establish and oversee budget compliance. Panya also serves as DPW Project Manager.

Southland Transit, Inc., San Diego, - General Manager

2006 - 2011

Directed the daily operations of multiple performance based transportation contracts in compliance with agency and company policies, federal, state and local laws. He was responsible for; Contract Administration, Operations, Personnel Administration, Maintenance, Safety and Training, Payroll, Purchasing, Customer Service, Community Relations, Recruiting, Accident Prevention / Investigation and Facility Management.

MV Transportation, Inc., Solvang, CA – General Manager

2004 – 2006

Directed the daily operation of the service in compliance with the policies of the client agency, company policies, and procedures. Responsible for system performances in all functions of the division including operation, staff duties, personnel administration, maintenance, safety and training, payroll, local purchases, contract administration, and passenger/client and community liaison. Ensure that the on-time operating performance is met and that the proper equipment is available. Prepare and review daily, weekly and monthly reports; issue warning notices for attendance and other work rule infractions.

MV Transportation, Inc., San Diego, CA - Operations Manager

2002 - 2004

Controlled the daily operation of the service, in compliance with the company policies and procedures.

American Red Cross - Transportation Department, San Diego, CA

1992 - 2002

Progressing from paratransit operator to Operations Supervisor.

EDUCATION, TRAINING & CERTIFICATIONS:

- Transit/Paratransit Management Program by Pepperdine University Certificate
- Transportation Safety Institute (TSI) Instructor's Course in Bus Operator Certificate
- Behind-the-Wheel Trainer Certificate
- Leadership Training Certificate
- Succeeding as a Supervisor Certificate`
- Trapeze Productivity Training Course
- RTAP Essential Skills for Dispatchers
- CTAA Certified Dispatcher and Scheduler Training: Volumes 1, 2, 3, 4 & 5
- Exceptional Customer Service Skills Training: Volumes 1, 2, 3 & 4
- Alcohol & Controlled Substance Reasonable Suspicion Training for Supervisors. Certificate
- High Impact Communications Volumes 1 & 2





WAYNE SEALE

Director, Maintenance

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 our company.

PROFESSIONAL EXPERIENCE

Southland Transit, Inc., El Monte, California - Director of Maintenance

1989 to Present

Starting as a Shop Manager Mr. Seale has progressed to the current position with full responsibility for maintenance of over 300 vehicles providing service on 18 separate transit or paratransit contracts. Manages foremen and lead mechanics in eight facilities throughout southern California. He has been responsible for the equipment and maintenance side of seven service implementation projects over the past eight years. He established highly effective programs for the maintenance of wireless data technology in company owned shops to insure the reliability of core communications technologies. Some of the high points of his career at Southland include:

- Created and implemented an excellent alternate fuel vehicle maintenance program;
- Established ASE certification programs for technicians, including incentive programs for newly certified personnel; and,
- Worked closely with Access Services, Inc. to become the model maintenance operation in the ASI network.

Autospec, Bellflower, CA - Proprietor

1983 to 1989

Owner of a speciality automotive business which 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.

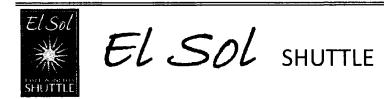
Fiat Motors of North America - Technical Parts Analyst

1974 to 1983

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

EDUCATION AND CERTIFICATIONS

- ASE Certification Compressed Natural Gas Technology
- R134/Macs AC Certification
- Ford and Fiat Factory Certification in Diagnostics
- Harbor Community College Associates of Arts degree





Jaime Aguilar

Maintenance Manager

Overview

TRANSIT COACH MAINTENANCE MANAGER with proven success in managing the preventive maintenance, repair and daily cleaning/servicing of coaches used in fixed route and paratransit service. He has twenty years of transit bus maintenance experience.

Professional Experience

Southland Transit, Inc., El Monte, CA Maintenance Manager

March 2008 - Present

Responsible for front line supervision of a staff of 28 providing preventive maintenance, repair and daily servicing of a fleet over 130 and 13 different contract along with 2 satellite yards. Maintained excellent compliance with our different types of inspection, including GPPV inspections, CHP terminal inspections and Quarterly inspections. Client jurisdictions include: Baldwin Park, La Puente, West Covina, Whittier, Covina, Rosemead, Alhambra, Pico Rivera, El Monte, Arcadia, and Monrovia.

Transportation Concepts, Carson & Gardena, CA Assistant Maintenance Manager / Parts Manager

1999-2008

Plan, organized and monitor complete fleet of vehicles. Order parts and materials, As well as maintaining a property inventory level. Perform monthly audits and 10 percent of the fleet to insure CHP and company standards and being met. Instruct and perform hands on repair with technicians. Conduct monthly safety meeting with all maintenance employees.

Road Supervisor

2000-2001

Transferred to Road Supervisor after one year working in parts department. Supervisor duties included accident/incident investigation, driver supervision, driver training, on time roll-outs as well as other duties as directed by project staff.

Coach USA, S	Sylmar, CA
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1997- 1999

Assistant Maintenance Manger / Parts Manager

Laidlaw Transit, Inc., Van Nuys & Los Angeles, CA Assistance Maintenance Manager / Parts Manager

1992-1997

Greyhound Bus Lines, Inc., Los Angeles, CA

1987-1992

Parts Supervisor

Skills

Excellent organization skills, excellent interpersonal skills, experienced in maintenance and parts inventory of public transit vehicles. Jaime has managed a number of multi-million dollar maintenance departments. He holds a class B commercial driver's license with passenger endorsement. He is bilingual English and Spanish.



EL SOL SHUTTLE



GERALD SWAN

Manager, Safety and Training

Well-rounded background in the passenger transport, including driving, documentation, training and safety, specializing in dispatch and scheduling. Strong working knowledge of Windows, Word/Excel, Trapeze 4/PASS software certified. Trapeze Sequencing. Excellent experience developing and implementing a variety of driver safety programs to ensure that drivers are well informed and trained. Skilled in developing new driver training programs to maintain a high standard of professionally trained drivers. Excellent time management skills and the ability to manage multiple tasks concurrently and effectively.

PROFESSIONAL EXPERIENCE

Southland Transit, Inc., El Monte, CA - Manager, Safety & Training

2011 to Present

Responsible for hiring and training new drivers for Commercial Class B, Air Brakes. Passenger Endorsement licensing, VTT and GPPV certification, conduct orientation, classroom training, provide behind the wheel training, performance, policies, procedures, compliance, and maintain safety sensitive staff training records. Ensure these records are up-to-date and available for inspection by designated officials upon request. The goal is to produce highly trained, safe vehicle operators for provision of Paratransit and Fixed Route Service. Provide refresher training and monthly safety meetings.

Southland Transit, Inc., San Diego, CA - Operations Manager

2006 - 2009

Directed the day to day operations to include supervising Dispatchers, Road Supervisors and Drivers. Controlled on-time performance of routes and ensures each route is covered daily. Conducted activities to assure safe, cost-effective and on-time operating performance. Issued warning notices for attendance and other work rule infractions. Monitored and limited over time and maintained employees' schedule.

2005 - 2006Safety Manager/Trainer Road Supervisor Dispatcher/Driver 2004 - 2005

MV Transportation, Inc., San Diego, CA - Road Supervisor/Driver

2004 - 2005

2005

Supervised 5 drivers and three drivers aides in North San Diego County including staffing, maintenance. routing and scheduling in Regional Center contract operation. Certified Behind the Wheel Trainer. Certified Sure-Lock Securement Trainer. Accident reporting and investigation.

American Red Cross, Transportation Department, San Diego, CA

Dispatcher Lead/Trapeze Programmer 2000 - 20031999 - 2000Paratransit Vehicle Operator

World Wide Security Associates. Inc., Houston, TX – Account Supervisor

1995 -- 1999

Managed 80+ employees for major international airport operations. Coordinated with US Customs & Immigration in accordance with all FAA guidelines and regulations.

Superior Staffing Services, Houston, TX – Line Operator

1994 - 1995

EDUCATION, ACADEMIC AND PROFESSIONAL TRAINING

- TSI Certification
- Behind the Wheel Certification
- **CPR Certification**
- First Aide Certification
- Trapeze Software Server Maintenance
- **Productivity Certificate**

- Certification in Information Technology
- Professional Telephone Skills 1 2
- Exceptional Customer Service 1 4
- High Impact Communications 1 2
- CTAA Dispatcher & Scheduler 1 5





Minimum Mandatory Requirements

1. Southland Transit, Inc. - Minimum experience: 3 years.

Southland Transit, Inc. is one of California's most experienced community transit companies, and particularly so in the operation of small fixed-route systems like that described in this RFP. Our fixed-route operations are provided under contract with eight cities, and the Los Angeles County Department of Public Works. We have over ten rs of experience providing and managing fixed-route service.

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

2. Project Manager, Panya Chhoeuy – Minimum Experience: 3 years.

Our proposed Project Manager, Panya Chhoeuy, has been with our company since 2006. In his role as Project Manager for our DPW projects Panya is assisted by Ericka Lopez. Panya is a seasoned transit professional with extensive experience in both fixed route and paratransit operations.

Panya began transit career in 1992 as a paratransit operator. He quickly progressed to Operations Supervisor. Panya's resume is on page 14.

As with every Southland manager Panya is required to work closely with his customers, the County staff, to insure that its interests and concerns are always being addressed. It is estimated that 505 of Panya's time will be dedicated to the El Sol shuttle service. He will be available at all times service is on the road including by cell phone and email.

Because of the number of projects we operate for Los Angeles County we have assigned Ericka Lopez to support the efforts of our Project Manager. She assists with record keeping and reporting. All of Ericka's time is dedicated to LA County projects. We will have a additional clerical help available when necessary.

3. Maintenance Manager, Jaime Aguilar - Minimum Experience: 3 years.

Our proposed Maintenance Manager is Jaime Aguilar. Jaime supervises all of the mechanics who work on DPW equipment. He is an experienced Transit Maintenance Manager with twenty-five years in the industry, resume is included on page 16.

4. CHP Compliance Inspections

Southland Transit has passed all compliance inspections for the last three thirteen month cycles. **During 2011 STI had three facility inspections with zero reportable defects.** It should be noted that the operations facility for this project is new for Southland.

5. Spare Vehicle

Southland Transit will provide a spare vehicle that meets the requirements of the request for proposals, Exhibit H. Please refer to page 20.





6. Vehicle Operators

Included on and with Form PW-20 are copies of vehicle operator documentation. These are current employees of Southland Transit. As required by the RFP, Southland will accept applications from the current contractors operators and offer employment to those that pass our standard employment requirements.

7. National Institute for Automotive Service Excellence (ASE) Certification Fernando Murrieta

TRANSIT BUS TECHNICIAN

BRAKES
ELECTRICAL/ELECTRONIC SYSTEMS

HEATING, VENTILATION, AND A/C

JUNE 30, 2016

JUNE 30, 2015

DECEMBER 31, 2015

8. Mobile Air Conditioning Society Certification

Fernando Murrieta fulfills this requirement with the ASE Certification.





Work Plan

E. Equipment

Transit Vehicles

Southland Transit acknowledges that the County will provide service vehicles and that STI will be responsible for the operation and maintenance of the vehicles, and for all costs for insurance, servicing, and storage.

Contractor-Provided Service Vehicles

We have carefully reviewed the requirements for contractor supplied vehicles as delineated in Exhibit H of the RFP. Southland Transit has two buses that meet the requirements, 2005 ElDorado National Aerotech. The 25' vehicles seat 16 passengers or 12 passengers with 2 wheelchair positions.

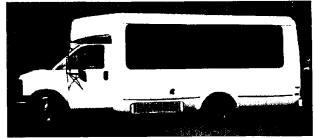


Photo is of a like vehicle type and year

Support Vehicles

Southland Transit has a vehicle for Road Supervision and service vehicles assigned to the Maintenance Department for road calls and maintenance support. These vehicles are in good operating condition and appearance.

Supplemental Service Vehicles

Southland Transit understands that should service demands increase, ridership exceed the capacity of existing vehicles or existing vehicles are no longer operable, our company may be directed to operate additional Contractor-Provided or County Service Vehicle(s) for Service on this project. We understand that the County will approve any vehicles prior to being placed into Service.

General Terms for Transit Vehicles

Southland Transit has previously acknowledged receipt, condition, and working order of County Service Vehicles and equipment on other DPW projects. Southland Transit will maintain all vehicles, related accessories, equipment, and facilities required in good order and in a condition satisfactory to the DPW Contract Manager.

Should the County provide project revenue vehicles, it is understood that Southland would be prohibited from the sale, assignment, or sublease of those vehicles or equipment. We acknowledge that STI is also prohibited from using County Service Vehicles or equipment for any purpose other than providing service as specified in the contract that would be a result of this process. At contract termination, Southland Transit will return and deliver County Service Vehicles, equipment, and all other peripheral equipment to County with no deferred





maintenance or damages with the exception of reasonable wear and tear.

We acknowledge that the County staff may inspect County Service Vehicles, equipment, and all other peripheral equipment prior to Contract termination to assess condition of County Service Vehicles and equipment at any time. STI will perform all the work necessary to correct any deficiencies noted.

Southland Transit agrees to repair or replace any County Service Vehicle and/or equipment, which may be damaged or lost by reason of collision, fire, negligence, abuse, vandalism, or other like cause. Replaced equipment will be with a County-approved exact duplicate or as stipulated by the Director. In lieu of replacement the County may accept, at the Director's sole option, insurance funds plus Southland's deductible or the County's Net Book Value whichever is greater within 90 days of any loss.

The County's Net Book Value of a Service Vehicle will be based upon the straight-line depreciation over the years of useful life, as determined by the County, with a 10 percent salvage value.

Communication Equipment

We have equipped the vehicles with a conventional 450 MHz two-way radio system. We have three of our own frequencies as ell as an ongoing corporate relationship with Mobile Relay Associates, L.A. County's leading provider of two-way radio systems.

The handling of communication over the radio is a part of the training of all drivers in the company to insure that the use of the radio is done in the appropriate manner and at the appropriate times.

Southland Transit uses a private communications network for all communications between our El Monte facility dispatch center and service vehicles. Our network fully covers the service area. Each County bus and Southland supplied spare buses are equipped with mobile radios. Our company has a fully-equipped "Radio Shop" to maintain the equipment and necessary base station. We contract with an outside firm to supply the repeaters required for full coverage. Our companies own all the frequencies that are required.

Internet Access, E-Mail

Southland Transit has unique e-mail addresses for all supervisor and management level individuals. County staff may use the following e-mail addresses for contact with our staff.

Panya Chhoeuy: pchhoeuy@southlandtransit.com
 Len Engel: lenengel@southlandtransit.com
 Jaime Aguilar: jaimea@southlandtransit.com
 Wayne Seale: wayne@southlandtransit.com
 Gerald Swan: gswan@southlandtransit.com

Both Panya Chhoeuy and Len Engel are able to respond to e-mail request via smart phones.





Business Contact Telephone Number

- The "main" business number for Southland Transit is: 626.258.3380. That number is answered between the hours of 6:00am and 10:00pm seven days per week
- ▶ Direct telephone number for Panya Chhoeuy is: 626.258.3385
- Direct telephone number for Len Engel is: 626.258.1387
 Alternate number: 626.258.1310

24-Hour Contact

Southland Transit provides company owned cell phone to key managers and supervisors for 24-hour accessibility in case of emergencies.

► Panya Chhoeuy: 626.434.6607► Len Engel: 626.488.4356

Service Vehicle AVL Devices

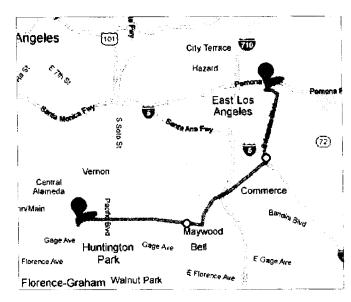
Southland Transit understands that the County may install Automated Vehicle Locator devices (AVL) on the County Service Vehicles. The AVL devices are Global Positioning Satellite (GPS) devices. These units will report back to the County and Southland any engine or emission malfunction. These devices can also provide real time data about location, vehicle speed, excessive idling, etc. It is understood that Southland will maintain all AVL equipment, should it be installed.

F. Storage and Maintenance Facilities

The operations center for the project will be at 5925 S Alameda Street, Los Angeles. The facility is the former Sopp Ford Truck dealership. We have negotiated 3,000 sq. ft. of office/training and maintenance space and 4,000 sq. feet of maintenance area. In the past we have worked with our propane supplier to provide propane onsite. It would be our intent to use that approach agin for this project.

Maintenance, cleaning and fueling will be done at our location at the Alameda/Randolph site. The site is fenced and paved.

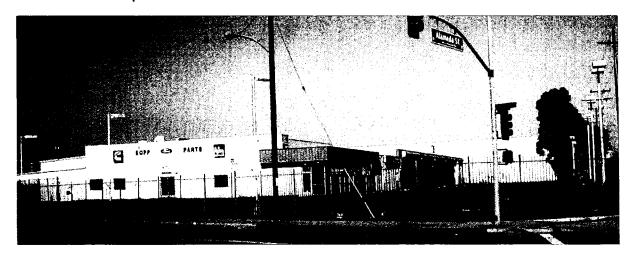
The site will meet all the requirements of the RFP including tools and equipment.

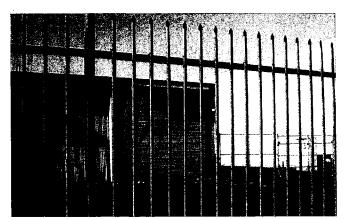


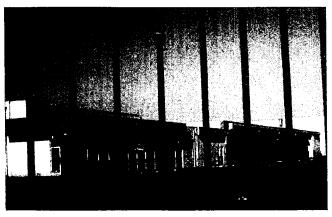




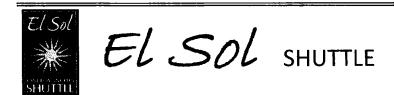
site is fenced and paved.







Wash Area





G. Service Vehicle and Equipment Maintenance

Service Vehicle Condition

Southland Transit uses a Driver Daily Vehicle Inspection Report (DVIR) to manage service vehicle condition. Each driver fills out the DVIR on every shift they work. This form is subject to a very specific handling requirement by the California Highway Patrol. One copy of the form must be maintained by the operations office to provide verification that an inspection is completed every day AND that relief drivers complete a mini-inspection at the time they take over responsibility for the vehicle. If defects are noted the second copy of the form is given to the shop for evaluation/correction of the defect. The Highway Patrol expects any corrective repairs to be documented by a repair order or repair ticket contained in the vehicle file. If defects are noted, the third copy of the form is retained in the vehicle so that the next driver is aware of any defects that have been found, this is a federal DOT requirement. Once the repair is made the shop staff will make a note on the bus copy of the DVIR so that the driver knows the defect has been resolved.

Together with the "A" inspection the DVIR comprises the foundation of the maintenance program described on the following pages.

Southland Transit Preventive Maintenance Program

Our preventive maintenance program consists of the following service/inspection elements:

Inspection/Service Description	Frequency
Driver Daily Vehicle Condition Inspection	Daily by each driver
Vehicle Cleaning and Washing	Daily
Periodic Vehicle Detailing Service	Per Contract or Annually
Preventive Maintenance Service - A	21 Work Days or 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





Warranty Work (County Service Vehicles Only)

Wayne Seale has handled the warranty administration for our company and, if approved, on behalf of our clients. He has managed a number of major warranty efforts in his career, including an extensive campaign dealing with transmission and transaxle components for Access Services, Inc. We have found that the key to a successful warranty program is learning the specific criteria employed by each vehicle manufacturer and managing maintenance to those criteria. Both our tracking systems and our experience will facilitate excellent performance in this area.

Service Vehicle Appearance/Cleaning/Fumes

Appearance and condition are paramount to operating an efficient and comfortable transportation system. Our program ensures the fleet is clean, well maintained and presentable to our customers and to the employees who use these vehicles to provide service to our customers. At the end of each service day, vehicles are fueled. The utility workers ensures that all fluids are checked and topped-off, tire condition and air pressure checked, and the overall condition of the interior and exterior inspected, with special attention being given to seat damage, graffiti, or other vandalism that may have taken place since the start of the day. After the fluid and visual inspection is completed the utility worker will record the mileage, amount of fuel, oil and other fluids dispensed; sweep or mop the interior of the vehicle as necessary; clean the windows, seats, and drivers' area; and remove any graffiti.

Every weekend the interior of vehicles are checked and repair and/or replacement of window inserts, seat inserts, seat upholstery, graffiti, window glass and schedule holders are undertaken as needed. Each vehicle has its seat shampooed monthly.

The vehicle exterior is washed daily per contract specifications. Once a week the vehicle is be subject to more extensive cleaning; at a minimum this cleaning includes 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.

Emission control requirements will be handled as required by regulatory authorities for each type of equipment in use. In the case of gasoline powered equipment this is accomplished through the use of a licensed testing facility.

Daily Pre-trip and Post Trip Vehicle Inspection and Servicing

Prior to putting a vehicle into service the driver is required to perform a detailed pre-trip inspection of their assigned vehicle. Any defects or concerns are noted on the Daily Vehicle Inspection Report (DVIR), a copy of which is forwarded to the Lead Mechanic, who then opens a work order and schedules the repairs. Repairs are prioritized to ensure that all safety related defects are completed before the vehicle goes into service. All defects reported by drivers are addressed within 24 hours of being reported. All safety related defects are repaired before the vehicle is dispatched again. Each driver cycles all lifts on their vehicle prior to the start of revenue service. Except in emergency situations, a vehicle is not allowed in service with an inoperative lift. Drivers are thoroughly trained in pre-trip inspection requirements and are not





allowed in revenue service until they can demonstrate full proficiency in conducting the appropriate inspection for the type or types of vehicles they will be called upon to operate. The effective performance of these inspections is a major item of emphasis for our service monitors. Drivers are also expected to leave their vehicle broom clean at the end of the day.

Wheelchair Lifts and Ramps

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.

Destination Signs

We fully understand the frustration experienced by potential passengers when a bus does not display the proper destination. Our training will include special attention to this important factor. The road supervisor will pay attention to the display of the destination sign when monitoring service. When deadheading to/from the facility and other non-revenue moves, sign(s) shall indicate "Not In Service."

Maintenance Program

General Scope

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. We will provide consistent quality maintenance that will protect the riders of the service as well as the value of the RTA vehicles, in accordance with the Scope of Work.

Parts/Fluids Specifications and Requirements

At a minimum a 30-day supply of all-preventive maintenance required materials and parts, filters, fluids, etc. is kept in kits to enable better inventory and quality control. Brake lining, drums, hubs, seals and other related parts are stored in sufficient quantities to ensure that at least one complete kit for each vehicle type is in stock at all times.

An adequate stock of engine, transmission, cooling system, wheel chair, air-conditioning, heating, suspension, glass and seat parts are stocked based on local availability and order lead times. Small items such as light bulbs, clamps, and hardware are obtained through a supplier. Blanket purchase orders are established with all oil and chemical companies, major parts and component supply companies, as well as local parts houses to ensure that we receive materials on a timely basis. Reorder lists are established based on usage, part availability and lead times.





The maintenance manager is responsible for maintaining the inventory system and ordering materials.

Service Vehicle Damage

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.

Preventive Maintenance

✓ 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 16 existing contracts (including RTA) 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 3,600 and 5,000 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

While it is not the case with this project, at the time that we take over a fleet of vehicles on a new contract we typically do a thorough examination of the vehicle history 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 re-installation of the wheels and/or drums.

✔ Preventive Maintenance Inspection - Engine

Engine technology has evolved to the point where no single policy can address all of the requirements for engine services. We develop a specific program, based on manufacturer's recommendations, for each facility, which addresses the engine models in the fleet. This program includes written forms providing effective direction for the technician in accomplishing the service.

✔ Preventive Maintenance Inspection - Transmission

Transmissions are maintained in accordance with the individual manufacturer's recommendations. Careful attention is paid to the condition of the transmission fluid and the amount of wear material found in the transmission pan. Burnt fluid or the presence of bearing material will be cause for replacement of the transmission before return to service.

✔ Preventive Maintenance Inspection - Cooling System

Cooling system maintenance has become an important step for insuring that the maximum life is obtained from engines. On an annual basis each cooling system will be tested to insure that appropriate concentrations of cooling system 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.



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Service Vehicle Towing

We have an on-going relationship with a local towing company that is very familiar with the requirement of transporting transit equipment. The company carries all requisite insurance to protect both our company and the County.

In-Service Vehicle Breakdown

We separate breakdown response into two very separate components. The first of these is the operational response which we will make either with another vehicle in the field or with a vehicle taken immediately to the scene by a supervisor or extra driver. In all cases service will be completely restored within 15 minutes.

The second element of the response is from the maintenance department. Despite the fact that we will have already sent a bus to remove the passengers, we strive to dispatch maintenance support within five minutes of notification with arrival at the bus within 20 minutes.

Maintenance required as a result of a road failure is performed as quickly as possible in order to ensure that our customers are not adversely affected by a delay in service. As soon as the dispatcher is notified of a failure s/he notifies the maintenance manager or mechanic on duty who will then dispatch a mechanic to the defective vehicle in a properly equipped and supplied service truck. Another vehicle with a stand-by driver will be dispatched to fill in on the route, thereby minimizing any disruption to service. Upon arrival by the mechanic, the problem will be assessed and determination made as to whether the vehicle can be made operable or will require a tow. In the event that the mechanic on-site cannot repair the vehicle on-site or safely bring the vehicle to the facility, a flat bed tow truck will be dispatched.

Reports of each road failure are reviewed periodically in order to determine if there is a pattern of failures that would indicate the need for changes in preventive maintenance inspections, pretrip procedures, or other maintenance procedures. The history is also reviewed in order to determine cycles for preventive maintenance inspection.

Service Vehicle 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.



EL SOL SHUTTLE



- Road call reporting.
- Complete vehicle maintenance cost reporting.
- Maintenance schedule compliance reporting.
- Tracking of warranty repairs.

Applicable Vehicle Codes and Regulations

All vehicles utilized in this service are maintained in a safe condition for transportation of the public and meet all the requirements in the California Vehicle Code for a bus. All replacement parts used to repair and maintain the vehicles conform to the California Vehicle Safety Standards and the California Administrative Code, Title 13.

Due to our long history of providing public transportation service our maintenance staff is specially trained to meet the requirements of the CHP Motor Carrier Safety Regulations and are subject to annual vehicle and terminal inspections.

H. Rates and Compensation

Rates

County Service Vehicles

We understand that the County will pay STI on a monthly basis an amount equal to the sum of the number of vehicle service hours specified provided with County service vehicles times the agreed upon hourly rate less any fares collected and any liquidated damages that may be assessed.

Contractor Service Vehicles

It is understood that when an STI vehicle is used in service the hourly rate will differ from that of a County provided vehicle.

Fares and Revenue

Fare

Southland Transit is aware that the current cash fare is 25 cents per trip. However, the following patrons are able to board free of charge: Seniors (60 years and older); persons with disabilities or displaying a disabled identification card; and, children under the age of 5.

The current policy for this service is that the regional EZ and Metro passes are also accepted as fare. It is understood that the County is exclusively responsible for setting fares and may, at any time, change the type of media fare accepted by the DPW Shuttle Services.

Fare Changes

Southland Transit will be given, at least, five days notice before any fare changes become effective in order to allow for appropriate training of our personnel. Southland will be responsible for training our staff.





Revenue

Our fare collection and accountability procedures have met the standards of every one of our clients as well as FTA audit requirements. The components of the system are:

- Separation of responsibility for collection of driver reporting paperwork from collection of fares from the fareboxes.
- Deposit of fares directly into a secured strongbox.
- Shipment of the strongbox to Southland's central cash room for counting.
- Reconciliation of the fare counts to the ridership reporting forms.
- Investigation of any discrepancy between ridership counts and fare revenues.

Financial Audit Settlement

Southland Transit fully understands the requirements of the financial audit statement as it is part of every contract agreement that is in place. We understand the importance of accurate billing and strive for perfection.

I. Pass-Through Costs

Southland Transit understands that the County will allow STI to pass-through the amounts necessary to cover the specific items if the Contract Manager has previously authorized the work in writing prior to our initiation of work for the item. Our claims for payment of pass-through costs will include all supporting documentation of costs, approvals, and copies of vendor invoices

J. Monitoring and Auditing Service

Monitoring Service

Southland Transit has been cooperating with the County over the past four year to monitor this service so that appropriate changes can be made to improve, where indicated, schedules or routing. County personnel are authorized to board buses at no charge to the individual.

Auditing and Inspection of Service

During the course of this contract Southland Transit has provided authorized representative(s) of County with trip sheets, service performance indicators and all data and records related to Service. This not only enables the County to gauge performance and decide if changes in service are required.

K. Personnel

We have thoroughly covered a significant portion of the personnel requirements of the Scope of Work previously in this proposal in the Staffing Plan section beginning on page 43.

Vehicle Operators

The staff and personnel on a service are a 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 training requirements set forth in the RFP. Background checks will be done in accordance with the terms of the Scope of Work. Training materials can be found in Exhibit 2 of this proposal.

Being the incumbent contractor we have limited need for recruitment. Turnover, however, has been higher than we would generally expect for a project such as this. Turnover is costly if only recruiting and training costs are considered. Our corporate support team is working with our local management team to develop improved selection criteria and improved retention programs.

Driver Hiring/Recruitment

The hiring and recruitment of drivers will meet all legal and contract specifications. During the next phase of the project we will use two primary sources for recruiting drivers:

- Drivers who are looking for a career upgrade. We continue to have 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. We will be implementing a driver wage that will improve the wage progression of our current drivers and provide these type of applicants a higher daily wage. We do 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 Selection

Driver applicants must either possess a California driver's license 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 <u>must be negative</u>. The drug screen is done in accordance with the terms of federal law. At a minimum a candidate must minimally pass the following criteria.

- 5 years driving experience;
- Drivers must be in good standing with the DMV.
- No suspensions in the previous sixty (60) month period preceding operation of the Agency service.
- Have no more than three (3) moving violations or two-point violations within the thirty-six (36) month period preceding operation of the Agency service;
- Drivers must not have rail crossing convictions;
- Drivers must be able to speak, understand, write and read English with proficiency; and





 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 openended to allow the applicant to talk about values and motivation, rather than simply saying yes or no. This allows an interviewer to gauge the character and sincerity of applicants.

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

Operator 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 paratransit drivers in service to operations throughout 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 program meets all RTA training requirements as set forth in the Scope of Work. The full Southland Safety and Training Program is being been submitted with this Technical Proposal as Exhibit 2.

- 1. <u>STI Orientation and Policies</u>. 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. <u>Defensive Driving</u>. 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:

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•	<u>G</u> OOD	<u>G</u> et the big picture
•	KIDS	<u>K</u> eep your eyes moving
•	LOVE .	<u>L</u> eave yourself an out
•	<u>M</u> ILK	<u>M</u> 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, Mobile Data Terminal and/or cell phone is covered depending on which communication system is being used. Thus radio users are trained in ten-codes and plain speak. Mobile Data Terminal users are trained in input, acknowledging completion of trips, etc. Cell phone users are trained on the radio capabilities, preset emergency numbers, etc. In all cases the appropriate time to use the communication device is emphasized.
- 7. **Fare Recovery**. Trainees are familiarized with the correct handling of fares, such as how to use fare boxes, whether assistance in handling currency is appropriate, and explanation of accounting for the number of passengers for reconciliation purposes if the contract so requires. Additionally, trainees are familiarized with the particular contract's fare structure.
- 8. **Route Orientation/Thomas Guide**. The ability to navigate is essential for a driver. Trainees learn how to use a Thomas Guide and learn to route themselves with a Thomas Guide. On fixed-route services they are familiarized with the particular routes on the service. The classroom training is reinforced and supplemented during behind-the-wheel training.
- 9. **Hazardous Materials and Blood borne Pathogens**. Trainees are familiarized with the hazardous materials that may be encountered in their job including the handling of body fluid spills that could lead to virus transfers, and use of the body fluid kit.
- 10. **Body Mechanics/Safe Lifting**. Drivers are required to use their body in many aspects of their job. To insure their safety we specifically train on the correct body mechanics for these tasks including the correct method for lifting, pushing, securing wheelchairs, and boarding and exiting the vehicle.
- 11. Harassment in the Workplace. Every employee, including driver trainees, is given information on harassment in the workplace. The goal is to make certain that employees know how to report any problems they have as well as to train employees on the many faces of illegal harassment and that Southland does not tolerate this in the workplace.
- 12. **Substance Abuse**. Drivers are taught the problems of substance abuse, with regard to the job, but also with an eye to its effect on quality of life. Southland's 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 classes are then provided to make certain drivers are always currently certified in CPR and First-Aid.
- 14. **Commercial Driver Training**. When the driver comes with a C-class license the trainee also undergoes the necessary training to obtain a Commercial Driver's License.

Behind-the-Wheel Training. No driver operates on Southland service without undergoing





behind-the-wheel training. Members of our Safety and Training department select and train all behind-the-wheel trainers. There is at least one behind-the-wheel trainer at every Southland facility. Behind-the-wheel training includes training at a secured parking facility through an obstacle course; road evaluation of the driver's skills; and route training for the specific service. Additionally the trainee learns of the particular system requirements in effect. Once the trainees begin behind-the-wheel training the safety department oversees the efforts, gets continual updates regarding how the training is progressing, and will do behind-the-wheel training themselves when needed.

Southland training emphasizes strenuous pre-testing and a formal final review prior to the trainees taking their final or CHP exams and moving on to "regularly scheduled" driver status.

Our formal review is based on the observations of the behind-the-wheel trainer. Behind-the-Wheel trainers spend more time with potential employees than any other person in the company. Thus we have given the trainer authority to make a "do-not-hire" recommendation.

Refresher Training.

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

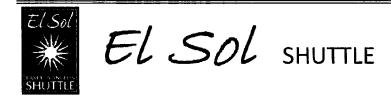
safety classes are very productive. The sessions address issues that are particular to the service the drivers are on.

Once assigned to RTA service, the driver will be given the Driver Manual which will allow the driver to continually refresh his or her knowledge of the specific requirements of RTA service and driving skills.

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 won't be effective team members.

Evaluation

In addition to our general observations and ride-alongs with drivers, we have developed a unique approach to driver evaluations, which allows us to measure the performance of the driver in several key categories. Our evaluation procedure involves a performance appraisal directed specifically at the assessment of those skills required by a demand responsive driver. The evaluation will be the basis for promotion and salary reviews as well as for driver improvement needs. Copies of appropriate performance appraisal/evaluation forms have been included with this proposal as part of Exhibit 2.





Maintenance Personnel

We understand the requirements for maintenance personnel. Please refer to the Staffing Plan earlier in this proposal.

Project Safety Official

Our designated Project Safety Official is Gerald Swan, Safety and Training Manager for Southland Transit.

L. Marketing and Advertising

As part of this service, the County will routinely provide marketing, public relations, and advertising materials. Southland staff will place the materials on or in the vehicles as requested by County and will distribute literature on County Service Vehicles as requested by County. Any posting of Service-related notices will be subject to prior approval by the Contract Manager. Southland Transit will not place inside or outside any Service Vehicle any form of advertising unless directly authorized by Contract Manager. The terms and conditions of such advertising shall be subject to approval by Director. Proceeds of any advertisement will be remitted to County.

M. Operating Performance Standards

Tracking of Key Quality Elements/ Performance Standards - We believe that a company does well those things that it believes are important enough to measure. Most of the activity that goes into providing service quality is measurable and such measurement will be the basis of our quality assurance program. This means tracking all functions that are important to delivering quality service such as providing clean, reliable, safe vehicles that are driven by safe, friendly drivers and which are reliably available to the rider. Southland works with each client to define the standards which are particular to that service and that contract. We then set up additional tracking and reporting systems to insure that any particular issues are monitored and shared regularly with the client.

Internal Process to Avoid Service Problems & Complaints - Our first and primary goal is to avoid service problems. We are constantly monitoring our own performance in this pursuit. We are prepared to work with County staff to respond positively to customer service survey programs in order to measure customer satisfaction. We believe that the rider must be satisfied

and we want to develop and use the appropriate tools to assure that customers have all the opportunities necessary to let us know how the service is working.

In pursuit of this goal we have established a framework that has us, as a company, investigating and identifying causes and a response to every service defect, no matter how the defect is identified. We have found that the most common occurrence is a call from a client reporting a problem. Each staff person is trained to prepare a report form based on the customer's input, this report immediately goes to each individual involved so that the cause of the incident can be identified and, more importantly, a determination can be made as to what corrective action is required to prevent recurrence.





We also encourage the use of these reports by our field staff, including drivers. There are times when a driver feels that a problem arose due to the actions of a rider, dispatch, or management. Such problems may not lead to formal complaints, but are issues that should be investigated and evaluated before larger problems occur. This form allows for driver input, and initiation of a process for determination and correction.

We encourage this two-way process of identifying problems because we have found that it creates a team-oriented approach to problem solving, rather than a "blame" oriented approach. The process has also provided valuable input from the employees who have to work the nuts and bolts of the system, and is a major empowerment tool for our field staff.

Despite this commitment to preventing problems, complaints and problems do occur. Throughout the training of all staff, drivers, dispatchers, mechanics, field supervisors, and managers, it is emphasized that any problem or complaint should be reported immediately to management staff for action and resolution. Southland management personnel are evaluated on their ability to foster an environment where all problems and complaints are reported, as well as on their responsiveness to riders, and to client staff in handling problems as they arise.

County Service Vehicles

Southland Transit will immediately notify Contract Manager and will arrange for substitute equipment. Southland Transit will furnish a substitute vehicle subject to all the conditions of this Contract.

N. Operation During a Declared Emergency

In the event of a declared emergency, Southland Transit will cooperate, to the best of its ability, with and deploy vehicles in a manner described by County Sheriff or local police. Southland Transit will notify Contract Manager the same business day of the request to alter the deployment of any Service Vehicles.

O. Service Records and Reports

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. The current reporting package is included as Exhibit 3.

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.





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 MT A 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.

P. Controlled Substance and Alcohol Testing

Southland has an established drug and alcohol testing policy that complies with all State and Federal requirements and the specifications of the Scope of Work. 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. These policies can be found with in the Substance Abuse Prevention FTA Drug and Alcohol Compliance handbook included with this proposal as Exhibit 4.

Q. Special Safety Requirements

Please refer to the Security Plan attached as Exhibit 5.

R. Responsibilities of the Contractor

It is understood and acknowledged that Southland Transit will operate the Florence-Firestone / Walnut Park Shuttle services subject only to the general policies and direction of County with regard to management and operations and to the provisions and requirements of the Scope of Work of the RFP. Southland Transit will be solely responsible for performing all tasks including, but not limited to, providing executive and administrative management; employment and supervision of all personnel including supervisors, vehicle operators, dispatchers, mechanics, and other maintenance personnel; operation of training and safety programs; maintenance and repair of vehicles and equipment; processing of warranty claims for County's vehicles; assisting in public relations and promotions; preparation of reports and analysis of financial and other matters; clerical, statistical, and bookkeeping services; and providing all vehicle operators, facilities, equipment, parts, and supplies required in the operation of service unless specifically identified to be contributed by County.



EL SOL SHUTTLE



S. Responsibilities of Public Works

The County will determine the need for, and provide, job site inspection. Contract Manager may inspect vehicles, equipment, and all other peripheral equipment prior to Contract termination to assess condition of vehicles and equipment. Southland Transit will be responsible to perform all the work necessary to correct any deficiencies noted. It is acknowledged that the Contract Manager, at his/her own discretion, may withhold up to the final two months of payment until repair is completed by Southland Transit or deduct the cost of correcting the deficiencies from payment due to our company, if STI fails to perform the necessary work to correct the deficiencies.

T. Removal of Debris

All debris derived from the service provided by Southland Transit for the project will be removed from County's property and disposed of at STI expense. Southland Transit will not allow any debris from its operations to be deposited in the storm drains, catch basins, gutters, manholes, and/or roadways in violation of the National Pollutant Discharge Elimination System regulations.

U. Funding

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

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

Southland Transit acknowledges that no requirements of the Contract or the Scope of Work will be in conflict with or modify Southland Transit's obligation to comply with the requirements of local, State, and Federal laws such as FTA, ADA, Department of Transportation (DOT), or other applicable laws, rules, regulations, directives, or ordinances.

W. Permits/Licenses/Certifications

We have included Licenses and Certificates of our operators with following Form PW-20.

X. Utilities

Southland Transit acknowledges that it is solely responsible for all utilities required for the operation of this service.





Y. Liquidated Damages

Southland Transit has carefully reviewed the provisions of the Liquidated Damages provisions of the Scope of Work and agree to operate this service to the performance goals specified.

Z. Contractor's Quality Control Plan

Southland Transit will create and maintain a Quality Control Plan to that will ensure that the the requirements of this contract are met. STI will submit an updated copy to the Contract Manager prior to the contract start date and whenever any changes occur.

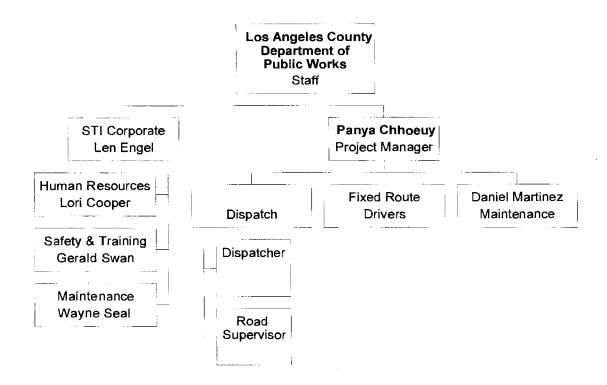
The plan, at t minimum, will include:

- Identify performance measures that will be monitored and evaluated on both scheduled and random (non-scheduled) basis. The plan will provide a schedule of monitoring activities and identify the individuals responsible for collecting and evaluating the data.
- The plan will include the methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- The plan will include a reporting system that will maintain a file of all evaluations conducted by Southland and, if necessary, the corrective action taken. This documentation will available to the County staff.
- The methods for continuing service to the County in the event of a strike involving the Contractor's employees.





Project Organization Chart







Staffing Plan

We are well aware of the resources necessary to be successful on this project. The following Staffing Plan includes both dedicated and shared staff. All positions are full-time at Southland, but may not be full-time on this project.

		Dedicated to Project							
Position	Positions	Hrs/Wk	%	Shared with Non- County Projects					
Project Manager	1	10	20%	Yes					
Accounting Clerk	1	16	40%	Yes					
Project Safety Officer	1	8	20%	Yes					
Road Supervisor	1	42	100%	Yes					
Drivers	18	35	100%	No					
Maintenance Manager	1	8	20%	Yes					
Mechanic	1	28	80%	Yes					
Service Worker	1	20	50%	Yes					

Our Maintenance Department maintains the 130 revenue vehicles that operate from our El Monte facility. The vehicle to mechanic ratio of 13 to 1 is carefully monitored so that we can provide a reliable fleet. We have a total of ten fully-qualified mechanics and eleven fuelers/washers on staff. The hours identified in the chart above will be from the pool of employees in our Maintenance Department.

Project Manager – Our Project Manager is **Panya Chhoeuy**. Panya joined the Southland team in 2006 as our Project Manager in San Diego. He has a strong professional education background, training, and the management skills necessary for to guarantee success on this project.

As project manager Panya will be fully responsible for the service and particularly for managing the performance of project staff, including:

- Maintenance Manager. Working with Jaime Aguilar Martinez to ensure that proper maintenance is done, vehicles are fueled and cleaned ready for service;
- Safety/Training Manager. Coordinating with Gerald Swan to ensure that the driver team
 is fully staff with qualified personnel. Gerald also conducts monthly safety meetings and
 assigns behind-the-wheel trainers when required;
- Road Supervisor. There will be one full-time supervisor assigned to this project who will have the first hand information of road operations and driver issues.

Panya will also oversee the preparation of operational reports and other County required information. We believe that his most important task is to set the leadership tone that will insure the drivers assigned to this project are motivated to provide high quality, safe service to all riders on the services.

Finally Panya will to work closely with County staff to ensure that the County's interests are best





served and their concerns are addressed. Panya is on site during normal business hours, and is available by cell phone at all times. His resume can be found at page 14.

Maintenance Manager/Supervisor – Jaime Aguilar has been our El Monte facility Maintenance Manager for the past two years. The RFP requires a very high standard of experience for this position and we are proud to report that Jaime exceeds all those requirements. He has worked extensively in highly regulated environments under contract with transit agencies and as the DPW staff fully understands is ready, willing and able to apply his considerable experience to this project for the Department of Public Works. A complete resume is attached at 16.

Safety and Training Manager – The staff and personnel on a project are a key component of the success and quality of that operation. At Southland Transit we keep that as a key focus, in the hiring and training process, as well as throughout an employee's tenure with the company. At the core of our Safety and Training program is our philosophy of the value system of Southland Transit. We believe that the safety of our employees and our passengers is one of the most important elements of our operations. Given that attitude, the skill set and experience of our Safety and Training Manager becomes a vital component in our ability to be successful. We are pleased to have Gerald Swan serve as our Safety and Training Manager for this project. Gerald's complete resume is on page 17.

Road Supervisor – Road supervisors with Southland are always fully licensed and certified drivers, who when necessary can fill a route, pick up a passenger, or drive a replacement bus to a road call. The position is full time. We expect to hire existing personnel, however, we are prepared to assign a member of our current staff, David Rodarte. He will be assigned exclusively to the DPW shuttle projects. Road Supervisor duties include, but are not limited to the following: Ensure quality service delivery on a regular basis; Facilitate fleet deployment while performing pre-trip and post-trip inspections; Monitor and document on-time performance; Provide extensive field support in an effort to minimize Service interruption; and, Address specific Service problems and Service interruptions.





In-Service Breakdown

First, our new South LA facility is less than thirty minutes from the service area. Based on past experience we are able to respond to vehicle failures within 60 minutes.

Southland Transit has developed policies and procedures to respond to in-service vehicle failures. All revenue vehicles that are used on the project will be equipped with mobile radios. If a problem arises the driver radio dispatch and describes the situation. The dispatcher fills out a Road Call report and immediately notifies the "on-call" mechanic. The on-call mechanic carries the "on-call cell phone" so that the dispatcher can make quick contact. Depending on the situation a mechanic will be dispatched with in the service truck to make repairs on the road or a spare vehicle will be deployed to resume service and the disabled vehicle will be transported back to the maintenance facility or both.

California Highway Patrol (CHP) Annual Inspections

The facility that Southland will be using for this project is a "new" facility for STI, it has not been inspected by CHP for our use. Southland Transit operates from six locations in southern California. During the past three thirteen month cycles we have passed all inspection. During 2011 three of our locations had zero defects. Southland Transit will be pleased to provide copies of the reports upon request.

STATE DF CALIFORNIA DEPARTMENT DF CALIFORNIA HIGHWAY PATROL		☐ This report o	ontains CONFIDI	FNTIAL nages.	Pages	1 of 1	
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thland Transit, Inc.				216255	525	S31	
STREET ADDRESS, CITY, STATE, ZIP CODE			·	PHDNE NUMBER	DATE		
3650 Rockwell Ave El Monte,Ca.	91731		(626)258-1310	3/24&4/	12,13,14/11		
CARRIER REPRESENTATIVE				TITLE	TIME IN	TIME DUT	
Shirley Gholar-Reddix				Trainer & Safety Manager			
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CAPRIER NAME			CA NUMBER				
	Southland Transit, Inc.		216255				
ADDRESS			FC NUMBER				
	3650 Rockwell Ave El Monte,Ca. 91731	258682					
REMARKS							

Maintenance Program

13CCR 1234(f)(1) Carrier inspection and maintenance records do not include identification of the vehicle(s).

Maintenance records must identify vehicles by make, model, license number, or other positive identification.

Carrier's maintenance records do not include a positive means of identification. Records do not include make, model and/ or license number.

13CCR 1234(f)(3) Carrier's inspection and maintenance records do not show the intervals of service to be performed.

Maintenance records shall include the date or mileage and nature of each inspection, maintenance, and lubrication to be performed, i.e., the inspection, maintenance and lubrication intervals.

Carrier's records do not include the intervals for each service.

The requirements of this section have been discussed and explain to the carrier.

Carrie issued CHP343E.

Driver Records

13CCR 1234(b) Carrier does not maintain records of the different types of vehicles and vehicle combinations each driver is capable of driving pursuant to 13 CCR 1229.

Motor carriers shall maintain a record of the different types of vehicles and vehicle combinations a driver is capable of safely operating on a highway unsupervised.

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CARIER NAME			CA NUMBER				
	Southland Transit, Inc.		216255				
ADDRESS			FC NUMBER				
	3650 Rockwell Ave El Monte,Ca. 91731		258682				
REMARKS	3030 Rockwell Ave El Monte, Ca. 91731		25868				

13 CCR 1233.5 Carrier is required to notify the Department of any change of address or cessation of regulated activity at any terminal. Such notification shall be made within 15 days of the change and shall be forwarded to:

California Highway Patrol Commercial Records Unit P.O. Box 942898 Sacramento, Ca. 94298-0001

State:



USDOT#:

CHP 407F/343A-Aspen California Highway Patrol

Questions regarding this report may be direct

the telephone number listed below.

Phone: (323) 644-9557

Report Number: CA2TNC000178 Inspection Date: 03/24/2011

Inspection Level: V - Terminal **HM Inspection Type:** None

SOUTHLAND TRANSIT, INC.

3650 ROCKWELL AVE EL MONTE, CA 91731

Phone#: (626)258-1310

Fax#:

Date of Birth: CoDriver:

MC/MX#: State#: 216255

Location: 3650 ROCKWELL AVE EL MONTE, CA. MilePost:

Highway:

County: LOS ANGELES, CA

Origin: NONE

Destination: NONE

Date of Birth: Shipper:

Bill of Lading:

Placard: No

Cargo:

VEHICLE IDENTIFICATION

Unit Type Make Year State

Plate#

Equipment ID

VIN

Driver:

License#:

License#:

GVWR CVSA # CVSA Issued # OOS Sticker

Cargo Tank:

21 1FDXE45505HA36048 14,050 1 BU FORD 2005 CA 1215617

BRAKE ADJUSTMENTS

Axle# 1 N/A N/A Right N/A N/A Left **HYDR**

VIOLATIONS

Chamber HYDR

Section .

Type Unit OOS Citation # Verify Crash Violations Discovered

1232(a) CCR /008

axle 2 left and right shear springs cracked

Mat: No HM Transported.

Special Checks: No Data for Special Checks.

State Information:

Odometer: 95123; File Code Number: 258682; Fuel Type: G; WC Passenger Capacity: 1; Passenger Capacity: 13; Bus Type: 2; Beat/Sub Area: 31; Veh #1 Type: 09; Regulated Vehicle: Y; Responsible Person: SOUTHLAND TRANSIT, INC.; Address: 3650 ROCKWELL AVE;

City St Zip: EL MONTE, 91731;

ort Prepared By: ь. HICKLE

Badge #: A10998 Copy Received By



State:



CHP 407F/343A-Aspen California Highway Patrol

Questions regarding this report may be direct

the telephone number listed below.

Phone: (323) 644-9557

Report Number: CA2TNC000179 Inspection Date: 03/24/2011

Inspection Level: V - Terminal HM Inspection Type: None

SOUTHLAND TRANSIT, INC.

3650 ROCKWELL AVE EL MONTE, CA 91731

Phone#: (626)258-1310

USDOT#: MC/MX#:

Fax#:

State#: 216255

Highway:

Location: 3650 ROCKWELL AVE EL MONTE, CA. MilePost:

County: LOS ANGELES, CA

License#: Date of Birth:

Origin: NONE

Destination: NONE

Shipper:

Bill of Lading:

Cargo:

VEHICLE IDENTIFICATION

Unit Type Make Year State BU FORD 2009 CA

Plate # 1329345 Equipment ID

VIN

GVWR

CVSA# CVSA Issued # OOS Sticker

14,050 1FDFE45539DA47201

Driver:

License#:

CoDriver:

Date of Birth:

BRAKE ADJUSTMENTS: Highlighted brake measurements are out of adjustment.

Axle# Right

1 N/A N/A N/A N/A

Left HYDR HYDR Chamber

VIOLATIONS

Type Unit OOS Citation# Verify Crash Violations Discovered Section 26453 VC /007 S N 12(a) CCR /008 N

N Ν N N

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N

Brake condition and adjustment-parking brake travels to the floor when applied

battery not properly secured axle 2 left and right shear springs cracked

._32(a) CCR /00\$ N HazMat: No HM Transported.

Special Checks: No Data for Special Checks.

Placard: No

Cargo Tank:

State Information:

Odometer: 29314; File Code Number: 258682; Fuel Type: G; WC Passenger Capacity: 1; Passenger Capacity: 19; Bus Type: 1; Beat/Sub Area: 31; Veh #1 Type: 09; Regulated Vehicle: Y; Responsible Person: SOUTHLAND TRANSIT, INC.; Address: 3650 ROCKWELL AVE;

City St Zip: EL MONTE, 91731;

ort Prepared By: **B.HICKLE**

Badge #: A10998 Copy Received By



State:



CHP 407F/343A-Aspen California Highway Patrol

Questions regarding this report may be direct

the telephone number listed below.

Phone: (323) 644-9557

Report Number: CA2TNC000180 Inspection Date: 03/24/2011

Inspection Level: V - Terminal **HM Inspection Type:** None

SOUTHLAND TRANSIT, INC.

3650 ROCKWELL AVE EL MONTE, CA 91731

Phone#: (626)258-1310

USDOT#: MC/MX#:

Fax#:

State#: 216255

Location: 3650 ROCKWELL AVE EL MONTE, CA. MilePost:

Highway:

County: LOS ANGELES, CA

Origin: NONE

Destination: NONE

Date of Birth: Shipper:

Driver:

License#:

CoDriver:

License#:

Date of Birth:

Bill of Lading:

Placard: No

Cargo:

VEHICLE IDENTIFICATION

Unit Type Make Year State

Plate # 1329345 Equipment ID

VIN

GVWR CVSA # CVSA issued # OOS Sticker

Cargo Tank:

1FDFE45539DA47201 14,050 37 BU FORD 2009 CA

BRAKE ADJUSTMENTS

Axle# Right

1 N/A N/A

Left

N/A N/A

Chamber HYDR **HYDR**

VIOLATIONS

Section

Type Unit OOS Citation # Verify Crash Violations Discovered

exhaust leak rear of muffler at clamp(corrected)

27154 VC /002 S 2(a) CCR /008

axle 2 shear springs cracked.

HazMat: No HM Transported.

Special Checks: No Data for Special Checks.

State Information:

Odometer: 23044; File Code Number: 258682; Fuel Type: G; WC Passenger Capacity: 1; Passenger Capacity: 19; Bus Type: 1; Beat/Sub Area: 31; Veh #1 Type: 09; Regulated Vehicle: Y; Responsible Person: SOUTHLAND TRANSIT, INC.; Address: 3650 ROCKWELL AVE; City St Zip. EL MONTE, 91731;

ort Prepared By: B.HICKLE

Badge #: A10998 Copy Received By:



State:



CHP 407F/343A-Aspen California Highway Patrol

Questions regarding this report may be direct

the telephone number listed below.

Phone: (323) 644-9557

Report Number: CA2TNC000181 Inspection Date: 03/24/2011

Inspection Level: V - Terminal **HM Inspection Type:** None

SOUTHLAND TRANSIT, INC.

3650 ROCKWELL AVE

EL MONTE, CA 91731

USDOT#: MC/MX#:

Phone#: (626)258-1310

Fax#:

State#: 216255

Location: 3650 ROCKWELL AVE EL MONTE, CA. MilePost:

Highway:

County: LOS ANGELES, CA

Origin: NONE

Destination: NONE

Shipper: Bill of Lading:

Cargo:

VEHICLE IDENTIFICATION

Unit Type Make Year State BU FORD 2005 CA

Plate # 1180210 Equipment ID 28

<u>VIN</u> 1FDXE45575HA51811

Driver:

License#:

CoDriver:

License#:

Date of Birth:

Date of Birth:

GVWR CVSA # CVSA Issued # OOS Sticker

14,050

BRAKE ADJUSTMENTS

Axle # Right

1 N/A N/A N/A N/A

Left Chamber HYDR **HYDR**

VIOLATIONS

Section 24252(a) VC

Type Unit OOS Citation # Verify Crash Violations Discovered Ν Ν

Ν N

left rear brake light not visible from 300 feet.(corrected)

axle 2 left side shear spring cracked.

'2(a) CCR /009 Ν

HazMat: No HM Transported.

Placard: No

Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 125072; File Code Number: 258682; Fuel Type: G; WC Passenger Capacity: 1; Passenger Capacity: 19; Bus Type: 1; Beat/Sub Area: 31; Veh #1 Type: 09; Regulated Vehicle: Y; Responsible Person: SOUTHLAND TRANSIT, INC.; Address: 3650 ROCKWELL AVE;

City St Zip: EL ONTÉ, 91731;

ort Prepared By: **b.HICKLE**

Badge #: A10998 Copy Received By:



CA2TNC000181

State:



CHP 407F/343A-Aspen California Highway Patrol

Questions regarding this report may be direct

the telephone number listed below.

Phone: (323) 644-9557

Report Number: CA2TNC000182 Inspection Date: 03/24/2011

Start: 10:00:00 AM PT End: 10:30:00 AM PT

Inspection Level: V - Terminal **HM Inspection Type:** None

SOUTHLAND TRANSIT, INC.

3650 ROCKWELL AVE

EL MONTE, CA 91731

USDOT#:

MC/MX#:

State#: 216255

Location: 3650 ROCKWELL AVE EL MONTE, CA. MilePost:

Highway: County: LOS ANGELES, CA

Fax#:

1215611

Origin:

Phone#: (626)258-1310

Date of Birth: Shipper:

Driver:

License#: Date of Birth:

CoDriver:

License#:

Destination:

Bill of Lading:

Cargo:

Placard: No

VEHICLE IDENTIFICATION

BU FORD 2005 CA

Plate # Unit Type Make Year State

Equipment ID 24

VIN 1FDXE45585HA40333 14,050

GVWR CVSA # CVSA Issued # OOS Sticker

Cargo Tank:

BRAKE ADJUSTMENTS

2 Axle# 1 N/A N/A Right N/A N/A Left HYDR HYDR Chamber

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Special Checks: No Data for Special Checks.

Le Information:

Odometer: 97644; File Code Number: 258682; Fuel Type: G; WC Passenger Capacity: 1; Passenger Capacity: 13; Bus Type: 2; Beat/Sub Area: 31; Veh #1 Type: 09; Regulated Vehicle: Y; Responsible Person: SOUTHLAND TRANSIT, INC.; Address: 3650 ROCKWELL AVE; City St Zip: EL MONTE,91731;

ort Prepared By: **B.HICKLE**

Badge #: A10998 Copy Received By:



State:



CHP 407F/343A-Aspen California Highway Patrol

Questions regarding this report may be direct

the telephone number listed below.

Phone: (323) 644-9557

Report Number: CA2TNC000183 Inspection Date: 03/24/2011

Start: 10:30:00 AM PT End: 11:00:00 AM PT

Inspection Level: V - Terminal HM inspection Type: None

SOUTHLAND TRANSIT, INC.

3650 ROCKWELL AVE

EL MONTE, CA 91731

USDOT#: MC/MX#:

State#: 216255

Phone#: (626)258-1310

Fax#:

Location: 3650 ROCKWELL AVE EL MONTE, CA. MilePost:

Highway: County: LOS ANGELES, CA Origin: NONE

Destination: NONE

Date of Birth: Shipper:

Bill of Lading:

Cargo:

VEHICLE IDENTIFICATION

Unit Type Make Year State

Plate # 1329340 Equipment ID 31

VIN

1FDFE45S09DA43039

Driver:

License#:

CoDriver:

License#:

Date of Birth:

14,050

GVWR CVSA # CVSA Issued # OOS Sticker

BU FORD 2009 CA

1

Axle# Right

2 N/A

Left

N/A N/A N/A

HYDR HYDR Chamber

BRAKE ADJUSTMENTS

VIOLATIONS

Section 1232(a) CCR /003

Type Unit OOS Citation # Verify Crash Violations Discovered

Ν

wheel chair lift inoperative (corrected)

.Mat: No HM Transported.

Placard: No

Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 33719; File Code Number: 258682; Fuel Type: G; WC Passenger Capacity: 1; Passenger Capacity: 19; Bus Type: 1; Beat/Sub Area: 31; Veh #1 Type: 09; Regulated Vehicle: Y; Responsible Person: SOUTHLAND TRANSIT, INC.; Address: 3650 ROCKWELL AVE;

City St Zip: EL MONTE, 91731;

ort Prepared By: ь.HICKLE

Badge#: A10998



DEPARTMENT OF CALIFORNIA HIGHWAY PATROL CARRIER ACKNOWLEDGMENT

THE FOLLOWING MOTOR CARRIER REQUIREMENTS WERE DISCUSSED WITH AND EXPLAINED TO THE MOTOR CARRIER: MOTOR CARRIER OF PROPERTY PERMIT [VC 34620]. FOR FURTHER INFORMATION, CONTACT THE DEPARTM! MOTOR VEHICLES AT (916) 657-8153. PRIVATE CARRIER OF PASSENGERS REGISTRATION [PUC 4005]. TO REGISTER, CONTACT THE PUBLIC UTILIT COMMISSION AT (415) 703-2063. DMV PULL NOTICE PROGRAM [VC 1808.1] TO ENROLL, CONTACT THE DEPARTMENT OF MOTOR VEHICLES AT	TES								
ADDRESS 3650 ROCKWEll AVE El Monte, CA 91731 THE FOLLOWING MOTOR CARRIER REQUIREMENTS WERE DISCUSSED WITH AND EXPLAINED TO THE MOTOR CARRIER: MOTOR CARRIER OF PROPERTY PERMIT [VC 34620]. FOR FURTHER INFORMATION, CONTACT THE DEPARTM! MOTOR VEHICLES AT (916) 657-8153. PRIVATE CARRIER OF PASSENGERS REGISTRATION [PUC 4005]. TO REGISTER, CONTACT THE PUBLIC UTILIT COMMISSION AT (415) 703-2063. DMV PULL NOTICE PROGRAM [VC 1808.1] TO ENROLL, CONTACT THE DEPARTMENT OF MOTOR VEHICLES AT	TES								
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MOTOR CARRIER OF PROPERTY PERMIT [VC 34620]. FOR FURTHER INFORMATION, CONTACT THE DEPARTM MOTOR VEHICLES AT (916) 657-8153. PRIVATE CARRIER OF PASSENGERS REGISTRATION [PUC 4005]. TO REGISTER, CONTACT THE PUBLIC UTILIT COMMISSION AT (415) 703-2063. DMV PULL NOTICE PROGRAM [VC 1808.1] TO ENROLL, CONTACT THE DEPARTMENT OF MOTOR VEHICLES AT	TES								
MOTOR VEHICLES AT (916) 657-8153. PRIVATE CARRIER OF PASSENGERS REGISTRATION [PUC 4005]. TO REGISTER, CONTACT THE PUBLIC UTILIT COMMISSION AT (415) 703-2063. DMV PULL NOTICE PROGRAM [VC 1808.1] TO ENROLL, CONTACT THE DEPARTMENT OF MOTOR VEHICLES AT	TES								
COMMISSION AT (415) 703-2063. DMV PULL NOTICE PROGRAM [VC 1808.1] TO ENROLL, CONTACT THE DEPARTMENT OF MOTOR VEHICLES A									
	Γ								
(916) 657-6346.									
PREVENTIVE MAINTENANCE PROGRAM AND RECORD RETENTION REQUIREMENTS. 13 CCR 1202.1, 1202.2, 1215, 1232, 1234(e), & 1234(f) VC 34505 (Tour Bus) VC 34505.5 (BIT)	☑ 13 CCR 1202.1, 1202.2, 1215, 1232, 1234(e), & 1234(f) ☑ VC 34505 (Tour Bus)								
DRIVERS' HOURS OF SERVICE AND DRIVERS' RECORDS OF DUTY STATUS. [13 CCR 1212,1212.5,1213,1213.2 1234(a)]	<u>!,</u> &								
DRIVER QUALIFICATION. [13 CCR 1229 & 1234(b) & (c)]									
HAZARDOUS MATERIALS TRANSPORTATION REQUIREMENTS. [See CHP 801]	HAZARDOUS MATERIALS TRANSPORTATION REQUIREMENTS. [See CHP 801]								
DRUG AND ALCOHOL TESTING PROGRAM REQUIREMENTS. [VC 34520]									
D OTHER:									
TO THE MOTOR CARRIED.									
THE FOLLOWING INFORMATION WAS PROVIDED TO THE MOTOR CARRIER:									
PREVENTIVE MAINTENANCE RECORD [SAMPLE - CHP 108 OR CHP 108A].									
MOTOR CARRIER SAFETY REGULATIONS EXCERPTS [CHP 800].									
TERMINAL MANAGER'S COMPLIANCE CHECKLIST [CHP 800D].									
HAZARDOUS MATERIALS TRANSPORTATION REGULATIONS EXCERPTS [CHP 801].									
DRIVER'S DAILY VEHICLE CONDITION REPORT [SAMPLES].									
DRIVER TIMEKEEPING RECORDS [SAMPLES].									
APPLICATION: [Describe]									
OTHER:									
THE CARRIER MAY OBTAIN A COPY OF HPH 84.6, MOTOR CARRIER SAFETY COMPLIANCE HANDBOOK, AT ANY CALIFOR HIGHWAY PATROL OFFICE FOR TWO DOLLARS (\$2.00) PLUS CALIFORNIA STATE SALES TAX. FOR FURTHER INFORMATION TAXON TO B. Hickle DIVISION MCSU AT (323) 644-9430 ext. 643. RECEIPT ACKNOWLEDGED:	VIA ON,								
SIGNATURE CONTROL OF THE STATE	AND STATE								
My Gholan N670547	<u> </u>								

STATE OF CALIFOR		HWAY PATRI	OI.	Г	NEW TER	MINALIA	NEORMATION	· 10	A NUMB	ER	FIL	CODE NU	MBER	COUNTY	Page CCOE	1 of BED	pag	es
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Southland Tr	ansit, Inc.			710.00051								_		(626)2	8-131)	
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MAILING ADDRESS					DIFFERE	NT FROM	ABOVE)	INSPECT	ION LO	CATION (NUMBER	, STREET,	CITY (OR COUNTY)				
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Wayne Seal				 			DAY TELEP							IGHT TELEP				
Len Engel	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,								-	88-43					(626)4	88-435	6	
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PUC	T N	I/A	Т	CP	N/A	OPERATING AUTHORITIES OR PERMITS MOTOR CARRIER OF PROPERTY PERMIT ACTIVE IMS FITNESS EVALUATION IMS FITNESS EVALUATION												
	OT NUMBER	·	=	SC	18/7		Yes	∐ No	1		ON FOR	INSPECTION	<u> </u>	Yes	No			
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MrTENANCE PROGRAM	1	1 S 2	S ₃	S 4 S	1_S	2 <u>S</u> 3	3_S_4_S	<u> </u>	2_S	_3_S	4 <u>S</u>	1 <u>N/A</u> 2	<u>N/A</u>	3 <u>N/A</u> 4 <u>N</u>	A 1 S	2 <u>S</u>	3 <u>S</u> 4	<u> </u>
ORIVER						4.0			44			TIME			TOTA	LTIME		
ORIVER		No. 14			No.	16 T	Time	No.	14 AINERS/	Time TANKS		VEHICLES	PLAC	ED OUT-OF-	SERVICE			
HOURS		☐ No H/M	Trans	ported [] No H	M violat	ons noted	No.		Time		Vehicles		one	Units	!	single	
BRAKES		REMARKS	i															
LAMPS &	9	Carrie	r torr	minali	e hai	na ra	ated sa	tiefar	ton	at th	ie tir	ne						
CONNECTING		Carrie	ten	IIIII AII	S DCI	ng ra	aleu se	ilisiat	JCOI y	al U	115 (11	iiC.						
DEVICES																		
STEERING & SUSPENSION	2																	
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CONTAINERS & TANKS		<u> </u>																
HAZAROOUS MATERIALS	ļ																	
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B. HICKLE		7			N	MOTOF	RCARRI	ER CEI	RTIFIC	OITAC								
I hereby certify	that all viola	ations desc	ribed l	nereon an	d recor	ded on	the attach	ed page	s (2 th	rough),			ed in acco				
provisions of the							Regulatio 3) 644-95					equest a ays of the			nsatisfat	cory rati	ng by	
RENT TERMIN	AL RATING	ACTOR	Y		CARRIE	REPRI	EBENTATIVE	SSIGNAT	LOW .					CATE	4-1	U-1)	
CARRIER REPRES	ENTATIVE'S PE	RINTEO NAME					, /)	TITLE							E NUMBER	1	
Shirley Gho	lar-Reddi	<							Tr	ainer	& Saf	ety Mai	nage	r	N6705	4/7	C	;A

STATE OF CALIFO	DRNIA	Page							
DEPARTMENT OF	CALIFORNIA HIGHWAY PATROL	DATE	THIS IS A CONTINUATION OF						
CONTINU	ATION REV 10-97) OPI 062	3/24&4/12,13,14/11	СНР 343						
C T'ER NAME			CA NUMBER						
	Southland Transit, Inc.		216255						
ADDRESS			FC NUMBER						
	3650 Rockwell Ave El Monte,Ca. 91731		258682						

Maintenance Program

REMARKS

34505(c) VC Tour bus operator does not keep adequate records of inspections conducted pursuant to 34505(a) VC.

Each record shall include, but not be limited to, all of the following:

- 1. Identification of the vehicle, including make, model, license number, or other positive means of identification.
- 2. Date and nature of each inspection and any repair performed.
- 3. Signature of operator's authorized representative attesting to the inspection and the completion of all repairs.
- 4. Company vehicle number.

Carrier's maintenance records do not include a positive means of identification. Records do not include make, model and/ or license number.

The requirements of this section have been discussed and explain to the carrier.

Carrier issued a CHP 343E.

Carrier is advised of the following:

General Order 157-D, 4.01 of the Public Utilities Commission, states that the additions and deletions of a vehicle put in or out of service must be made within ten days of the addition or deletion to the PUC equipment list.

Driver Records

Driver records are at an acceptable level of compliance.

DRNIA		Page		
CALIFORNIA HIGHWAY PATROL	DATE	THIS IS A CONTINUATION OF		
ATION REV 10.97) OPI 062	3/24/11&4/12,13&14/1	1 CHP 343		
11.27 10-017 01 1002		CA NUMBER		
Southland Transit, Inc.		216255		
·		FC NUMBER		
3650 Rockwell Ave El Monte,Ca. 91731		258682		
	ATION REV 10-97) OPI 062 Southland Transit, Inc.	CALIFORNIA HIGHWAY PATROL ATION REV 10-97) OPI 062 Southland Transit, Inc.		

REMARKS

13 CCR 1233.5 Carrier is required to notify the Department of any change of address or cessation of regulated activity at any terminal. Such notification shall be made within 15 days of the change and shall be forwarded to:

California Highway Patrol Commercial Records Unit P.O. Box 942898 Sacramento, Ca. 94298-0001

State:



CHP 407F/343A-Aspen California Highway Patrol

Questions regarding this report may be direct

the telephone number listed below.

Phone: (323) 644-9557

Report Number: CA2TNC000184 Inspection Date: 03/24/2011

Start: 11:00:00 AM PT End: 11:30:00 AM PT

Inspection Level: V - Terminal **HM Inspection Type:** None

SOUTHLAND TRANSIT, INC.

3650 ROCKWELL AVE

EL MONTE, CA 91731 USDOT#:

MC/MX#:

Fax#:

State#: 216255

Location: 3650 ROCKWELL AVE EL MONTE, CA. MilePost:

Highway:

County: LOS ANGELES, CA

Phone#: (626)258-1310

Origin:

Destination:

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

Shipper:

Bill of Lading:

Cargo:

VEHICLE IDENTIFICATION

Unit Type Make Year State

Plate #

Equipment ID

<u>VIN</u>

GVWR CVSA# CVSA Issued# OOS Sticker

BU BLUB 2003 CA 1131917 5825 1BAGEBXA63F216425 36,200

BRAKE ADJUSTMENTS

Axle#

1

Right Left

C-24 Chamber

L-30

VIOLATIONS

Section	Type	<u>Unit</u>	<u>008</u>	Citation #	<u>Verify</u>	Crash	Violations Discovered
1232(a) CCR	/008	1	N		N	N	transmission fluid leaking
~ 307(d) VC	S	1	N		N	N	left side red reflector missing
54 VC /00	2 S	1	N		N	N	exhaust system leak at clamp

HazMat: No HM Transported.

Placard: No

Cargo Tank:

Special Checks: No Data for Special Checks.

Odometer: 316970; File Code Number: 258682; Fuel Type: D; WC Passenger Capacity: 2; Passenger Capacity: 21; Bus Type: 1; Beat/Sub Area: 31; Veh #1 Type: 20; Regulated Vehicle: Y; Responsible Person: SOUTHLAND TRANSIT, INC.; Address: 3650 ROCKWELL AVE; City St Zip: EL MONTE, 91731;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

ort Prepared By: L. ICKLE

Badge #: A10998 Copy Received By:



CA2TNC000184

State:



CHP 407F/343A-Aspen California Highway Patrol

Questions regarding this report may be direct

the telephone number listed below.

Phone: (323) 644-9557

Report Number: CA2TNC000185 Inspection Date: 03/24/2011

Start: 11:30:00 AM PT End: 12:00:00 PM PT

Inspection Level: V - Terminal **HM Inspection Type:** None

SOUTHLAND TRANSIT, INC.

3650 ROCKWELL AVE

EL MONTE, CA 91731 USDOT#:

Phone#: (626)258-1310

2

State#: 216255

MC/MX#:

Fax#:

Location: 3650 ROCKWELL AVE EL MONTE, CA. MilePost:

Highway:

Origin: NONE

County: LOS ANGELES, CA

License#: Date of Birth:

Driver:

License#:

CoDriver:

Date of Birth:

Shipper:

Destination: NONE

Bill of Lading:

Cargo:

VEHICLE IDENTIFICATION

Unit Type Make Year State

Plate#

Equipment ID

VIN

GVWR CVSA# CVSA!ssued# OOS Sticker

BU ELDO 2000 CA 1058366 ACT16 1N9TBAC68YC084169 29.800

BRAKE ADJUSTMENTS

Axle #

1 Right

Left

C-16 C-20 Chamber

VIOLATIONS

Section Type Unit OOS Citation # Verify Crash Violations Discovered 1232(a) CCR /009 1 N Ν N check engine light illuminated

right side 1 of 3 stanchion bars/handles loose 1732(a) CCR /00% 1 Ν Ν N

axle 2 right side air bag lower mounting bolt loose. (corrected) 2(a) CCR /00\$ N Ν N

HazMat: No HM Transported.

Placard: No

Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 225625; File Code Number: 258682; Fuel Type: CNG; WC Passenger Capacity: 2; Passenger Capacity: 21; Bus Type: 1; Beat/Sub Area: 31; Veh #1 Type: 20; Regulated Vehicle: Y; Responsible Person: SOUTHLAND TRANSIT, INC.; Address: 3650 ROCKWELL AVE; City St Zip: EL MONTE, 91731;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

ort Prepared By: .íCKLE

Badge#: A10998 Copy Received By:



DRIVER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen California Highway Patrol

Questions regarding this report may be direct

the telephone number listed below.

Phone: (323) 644-9557

Report Number: CA2TNC000185 Inspection Date: 03/24/2011

Start Time: 11:30 AM End Time: 12:00 PM

Inspection Level: V - Terminal HM Inspection Type: None

SOUTHLAND TRANSIT, INC.

3650 ROCKWELL AVE EL MONTE, CA 91731

Phone#: (626)258-1310 USDOT#:

State#: 216255

Fax#:

MC/MX#:

Driver: License#:

Date of Birth: CoDriver: License#:

Date of Birth:

State:

State:

Inspection Notes

axle 1 left brake adjustment near maximum.

Special Studies No Special Study Data Recorded

Ort Prepared By:

Badge #: Copy Received By: Page 1 of 1

A10998

X X

State:



CHP 407F/343A-Aspen California Highway Patrol

Questions regarding this report may be direct

the telephone number listed below.

Phone: (323) 644-9557

Report Number: CA2TNC000186 Inspection Date: 03/24/2011

Start: 12:00:00 PM PT End: 12:30:00 PM PT

Inspection Level: V - Terminal HM Inspection Type: None

SOUTHLAND TRANSIT, INC.

3650 ROCKWELL AVE **EL MONTE, CA 91731**

USDOT#:

Phone#: (626)258-1310

MC/MX#:

Fax#:

State#: 216255

Location: 3650 ROCKWELL AVE EL MONTE, CA. MilePost:

Highway:

County: LOS ANGELES, CA

Driver:

License#:

Date of Birth: CoDriver:

License#:

Date of Birth:

Shipper:

Bill of Lading:

Cargo:

VEHICLE IDENTIFICATION

Unit Type Make Year State BU FORD 2006 CA

Plate # 7N17238 **Equipment ID** 3173

Origin: NONE

Destination: NONE

<u>VIN</u>

1FDXE45S95HB50128 14.050

GVWR CVSA# CVSA Issued# OOS Sticker

BRAKE ADJUSTMENTS 1 2 Axle # Right N/A N/A N/A N/A Left HYDR **HYDR** Chamber

VIOL	

- 1		-						
	Section	<u>Type</u>	<u>Unit</u>	<u>008</u>	Citation#	<u>Verify</u>	<u>Crash</u>	<u>Violations Discovered</u>
	26707 VC	S	1	N		N	N	windshield wiper refills defective
	ຳ 2(a) CCR	/008	1	N		N	N	wheel chair tie down hardware not properly secured.
	2(a) CCR	/008	1	N		N	N	wheel chair lift inoperative
	1232(a) CCR	/00\$	1	N		N	N	drag link to pitman arm worn(no hand movement other than rotational)

HazMat: No HM Transported.

Placard: No

Cargo Tank:

Special Checks: No Data for Special Checks.

Odometer: 105250; File Code Number: 258682; Fuel Type: PRP; WC Passenger Capacity: 2; Passenger Capacity: 15; Bus Type: 1; Beat/Sub Area: 31; Veh #1 Type: 20; Regulated Vehicle: Y; Responsible Person: SOUTHLAND TRANSIT, INC.; Address: 3650 ROCKWELL AVE; City St Zip: EL MONTE, 91731;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

ort Prepared By: L...ICKLE

Badge #: A10998 Copy Received By:



State:



CHP 407F/343A-Aspen California Highway Patrol

Questions regarding this report may be direct

the telephone number listed below.

Phone: (323) 644-9557

Report Number: CA2TNC000187 Inspection Date: 03/24/2011

Start: 12:30:00 PM PT End: 1:00:00 PM PT

Inspection Level: V - Terminal **HM Inspection Type:** None

SOUTHLAND TRANSIT, INC.

3650 ROCKWELL AVE

EL MONTE, CA 91731

USDOT#: MC/MX#:

State#: 216255

Phone#: (626)258-1310

Fax#:

Location: 3650 ROCKWELL AVE EL MONTE, CA. MilePost:

Highway:

County: LOS ANGELES, CA

Driver:

License#:

Date of Birth: CoDriver:

License#:

Date of Birth:

Shipper:

Bill of Lading:

Placard: No

Cargo:

VEHICLE IDENTIFICATION

Unit Type Make Year State BU THMS 2004 CA

Plate # 1175649 Equipment ID ELM49

Origin: NONE

Destination: NONE

<u>VIN</u>

5DF232GB64JA59191 28,580

GVWR CVSA# CVSA Issued # OOS Sticker

Cargo Tank:

BRAKE ADJUSTMENTS

2 Axle# 1 N/A N/A Right N/A N/A Left Chamber WEDG WEDG

VIOLATIONS

Type Unit OOS Citation # Verify Crash Violations Discovered Section right side 1 of 4 stanchion bars loose. 1232(a) CCR /009 N Ν Ν 1

Power doors not adjacent to the driver, sensitive edges defective 37(e) CCR Ν Ν N S 1 axle 1 drag link / ball joints worn. (no hand movement other than rotational) N Ν Ν J2(a) CCR /003

HazMat: No HM Transported.

Special Checks: No Data for Special Checks.

Odometer: 83357; File Code Number: 258682; Fuel Type: CNG; WC Passenger Capacity: 2; Passenger Capacity: 18; Bus Type: 1; Beat/Sub Area: 31; Veh #1 Type: 20; Regulated Vehicle: Y; Responsible Person: SOUTHLAND TRANSIT, INC.; Address: 3650 ROCKWELL AVE; City St Zip: EL MONTE, 91731;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

State Information:

ort Prepared By: HICKLE.

Badge #: A10998 Copy Received By:



State:



CHP 407F/343A-Aspen California Highway Patrol

Questions regarding this report may be direct

the telephone number listed below.

Phone: (323) 644-9557

Report Number: CA2TNC000188 Inspection Date: 03/24/2011

Inspection Level: V - Terminal **HM Inspection Type:** None

SOUTHLAND TRANSIT, INC.

3650 ROCKWELL AVE EL MONTE, CA 91731

USDOT#:

MC/MX#:

State#: 216255

Phone#: (626)258-1310

Fax#:

Location: 3650 ROCKWELL AVE EL MONTE, CA. MilePost:

Highway:

County: LOS ANGELES, CA

Driver:

License#:

Date of Birth:

CoDriver: License#:

Date of Birth:

Shipper:

Bill of Lading:

Cargo:

VEHICLE IDENTIFICATION

Unit Type Make Year State BU CHEV 2008 CA

Plate# 1326921 Equipment ID BP5828

Ν

N

N

N

Origin: NONE

Destination: NONE

<u>VIN</u>

GVWR CVSA# CVSA Issued# OOS Sticker

Cargo Tank:

1GBJ5V1G18F409197 26,000

BRAKE ADJUSTMENTS

Axle# Right

1 2 N/A N/A

Left

N/A N/A

HYDR HYDR Chamber

VIOLATIONS

S3 CCR

Type Unit OOS Citation # Verify Crash Section Ν 1267(e) CCR 1 Ν Ν S

1

Violations Discovered Power doors not adjacent to the driver, sensitive edges defective(corrected)

Placard: No

left side 5 of 5 interlor lamps inoperative Wheelchair lift control not interlocked with (brakes)(accelerator)

S N 32(b) CCR

S

HazMat: No HM Transported. Special Checks: No Data for Special Checks.

N

State Information: Odometer: 12565; File Code Number: 258682; Fuel Type: CNG; WC Passenger Capacity: 2; Passenger Capacity: 32; Bus Type: 1; Beat/Sub Area: 31; Veh #1 Type: 20; Regulated Vehicle: Y; Responsible Person: SOUTHLAND TRANSIT, INC; Address: 3650 ROCKWELL AVE; City St Zip: EL MONTE, 91731;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

port Prepared By: HICKLE.

Х

Badge #: A10998 Copy Received By:



State:



CHP 407F/343A-Aspen California Highway Patrol

Questions regarding this report may be direct

the telephone number listed below.

Phone: (323) 644-9557

Report Number: CA2TNC000189 Inspection Date: 03/24/2011

Inspection Level: V - Terminal HM Inspection Type: None

SOUTHLAND TRANSIT, INC.

3650 ROCKWELL AVE

EL MONTE, CA 91731

USDOT#:

Phone#: (626)258-1310 Fax#:

MC/MX#:

State#: 216255

Highway:

County: LOS ANGELES, CA

Location: 3650 ROCKWELL AVE EL MONTE, CA. MilePost:

Origin: NONE **Destination: NONE**

Date of Birth: Shipper:

Driver:

License#:

CoDriver:

License#:

1FDXE45S55HB50126 14,050

Date of Birth:

Bill of Lading: Cargo:

VEHICLE IDENTIFICATION

Unit Type Make Year State BU FORD 2006 CA

Plate # 6W45037 Equipment ID 31-77

VIN

CVSA# CVSA Issued# OOS Sticker <u>GVWR</u>

BRAKE ADJUSTMENTS

Axle#

2 1 N/A

Right Left

N/A N/A

N/A Chamber HYDR **HYDR**

VIOLATIONS

Section

Type Unit OOS Citation # Verify Crash Violations Discovered

1293(f)(3)(A) CCB

Ν

Wheelchair securement devices not removed or retracted

Mat: No HM Transported.

Placard: No

Cargo Tank:

Special Checks: No Data for Special Checks.

State information:

Odometer: 106929; File Code Number: 258682; Fuel Type: PRP; WC Passenger Capacity: 2; Passenger Capacity: 13; Bus Type: 2; Beat/Sub Area: 31; Veh #1 Type: 20; Regulated Vehicle: Y; Responsible Person: SOUTHLAND TRANSIT, INC.; Address: 3650 ROCKWELL AVE; City St Zip: EL MONTE, 91731;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

ort Prepared By: ь.dlCKLE

Badge #: A10998 Copy Received By:

State:



CHP 407F/343A-Aspen California Highway Patrol

Questions regarding this report may be direct

the telephone number listed below.

Phone: (323) 644-9557

Report Number: CA2TNC000190 Inspection Date: 03/24/2011

Inspection Level: V - Terminal **HM Inspection Type:** None

SOUTHLAND TRANSIT, INC.

3650 ROCKWELL AVE EL MONTE, CA 91731

USDOT#: MC/MX#:

Phone#: (626)258-1310

Fax#:

State#: 216255

Highway:

County: LOS ANGELES, CA

Location: 3650 ROCKWELL AVE EL MONTE, CA. MilePost: Origin: NONE

Destination: NONE

Date of Birth: Shipper:

Bill of Lading:

Cargo:

VEHICLE IDENTIFICATION

Unit Type Make Year State

Plate #

Equipment ID

<u>VIN</u>

Driver:

License#:

CoDriver:

License#:

Date of Birth:

GVWR CVSA # CVSA Issued # OOS Sticker

BU CHEV 2010 CA NONE L209 1GB9G5AG4A1104776 14,200

BRAKE ADJUSTMENTS

Axle# Right

1 N/A N/A

Left Chamber

N/A N/A HYDR HYDR

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No

Cargo Tank:

Special Checks: No Data for Special Checks.

Ouometer: 8944; File Code Number: 258682; Fuel Type: PRP; WC Passenger Capacity: 2; Passenger Capacity: 17; Bus Type: 1; Beat/Sub Area: 31; Veh #1 Type: 20; Regulated Vehicle: Y; Responsible Person: SOUTHLAND TRANSIT, INC.; Address: 3650 ROCKWELL AVE; City St Zip: EL MONTE, 91731;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

ort Prepared By: L.. ICKLE

Badge #: A10998 Copy Received By:



State:



CHP 407F/343A-Aspen California Highway Patrol

Questions regarding this report may be direct

the telephone number listed below.

Phone: (323) 644-9557

Report Number: CA2TNC000191 Inspection Date: 03/24/2011

Inspection Level: V - Terminal **HM Inspection Type:** None

SOUTHLAND TRANSIT, INC.

3650 ROCKWELL AVE EL MONTE, CA 91731

Phone#: (626)258-1310

MC/MX#:

State#: 216255

USDOT#:

Fax#:

Location: 3650 ROCKWELL AVE EL MONTE, CA. MilePost:

Highway:

County: LOS ANGELES, CA

Driver:

License#:

Date of Birth: CoDriver:

License#:

Date of Birth:

Shipper:

Bill of Lading:

Cargo:

VEHICLE IDENTIFICATION

Unit Type Make Year State

Plate#

Equipment ID

Origin: NONE

Destination: NONE

VIN

<u>GVWR</u>

CVSA# CVSA Issued# OOS Sticker

Cargo Tank:

BU THMS 2003 CA 1175518 WC501 5DF232GBX3JA46801 28,580

BRAKE ADJUSTMENTS

Axle# 1 Right N/A N/A N/A Left N/A Chamber WEDG WEDG

VIOLATIONS

Type Unit OOS Citation # Verify Crash Violations Discovered Section

1267(e) CCR N Ν Ν S 132(a) CCR /008 N Ν Ν

Power doors not adjacent to the driver, sensitive edges defective

axle 1 drag link ball joints fron and rear worn(no hand movement other than rotational)

Placard: No

HazMat: No HM Transported.

Special Checks: No Data for Special Checks.

State Information:

Odometer: 137510; File Code Number: 258682; Fuel Type: CNG; WC Passenger Capacity: 1; Passenger Capacity: 24; Bus Type: 1; Beat/Sub Area: 31; Veh #1 Type: 20; Regulated Vehicle: Y; Responsible Person: SOUTHLAND TRANSIT, INC.; Address: 3650 ROCKWELL AVE; City St Zip: EL MONTE, 91731;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

ort Prepared By: LICKLE

Badge #: A10998 Copy Received By:





CHP 407F/343A-Aspen California Highway Patrol

Questions regarding this report may be direct

the telephone number listed below.

Phone: (323) 644-9557

Report Number: CA2TNC000192 Inspection Date: 03/24/2011

Inspection Level: V - Terminal **HM Inspection Type:** None

SOUTHLAND TRANSIT, INC.

3650 ROCKWELL AVE **EL MONTE, CA 91731**

Phone#: (626)258-1310

Fax#:

Date of Birth: CoDriver:

License#: Date of Birth:

Driver:

License#:

State:

State:

State#: 216255

USDOT#:

MC/MX#:

Location: 3650 ROCKWELL AVE EL MONTE, CA. MilePost:

Highway:

County: LOS ANGELES, CA

Origin: NONE

Destination: NONE

Bill of Lading:

Cargo:

VEHICLE IDENTIFICATION

Unit Type Make Year State

Plate # 1338060 Equipment ID

<u>VIN</u>

<u>GVWR</u>

BU FORD 2009 CA

C605

1FDXE45S39DA83443

14,500

Shipper:

CVSA # CVSA Issued # OOS Sticker

BRAKE ADJUSTMENTS

Axle # Right

2 1 N/A N/A

Left Chamber

N/A N/A HYDR HYDR

VIOLATIONS

Ì	Section	Type	<u>Unit</u>	<u>oos</u>	Citation #	<u>Verify</u>	Crash	Violations Discovered
	1232(a) CCR	/008	1	N		N	N	gear shift selector missing overdrive knob
į	ገ3(f)(3)(A) (CCB	1	N		N	N	Wheelchair securement devices not removed or retracted
i	√2(k) CCR	s	1	Ν		N	N	Not equipped with cover/guard for hazardous wheelchair lift parts
	1232(a) CCR	/003	1	N		N	N	drag link ball joint worn(no hand movement other than rotational)

HazMat: No HM Transported.

Placard: No

Cargo Tank:

Special Checks: No Data for Special Checks.

Odometer: 40950; File Code Number: 258682; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 17; Bus Type: 1; Beat/Sub Area: 31; Veh #1 Type: 20; Regulated Vehicle: Y; Responsible Person: SOUTHLAND TRANSIT, INC.; Address: 3650 ROCKWELL AVE; City St Zip: EL MONTE, 91731;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

ort Prepared By: ے.طاCKLE

Badge #: A10998 Copy Received By:



State:



CHP 407F/343A-Aspen California Highway Patrol

Questions regarding this report may be direct

the telephone number listed below.

Phone: (323) 644-9557

Report Number: CA2TNC000193 Inspection Date: 03/24/2011

Inspection Level: V - Terminal HM Inspection Type: None

SOUTHLAND TRANSIT, INC.

3650 ROCKWELL AVE **EL MONTE, CA 91731**

Phone#: (626)258-1310

MC/MX#:

USDOT#:

Fax#:

State#: 216255

Location: 3650 ROCKWELL AVE EL MONTE, CA. MilePost:

Highway:

County: LOS ANGELES, CA

Driver:

License#:

Date of Birth: CoDriver:

License#:

Date of Birth:

Shipper:

Bill of Lading:

Cargo:

VEHICLE IDENTIFICATION

Unit Type Make Year State BU FORD 2009 CA

Plate# 1235142 Equipment ID SN877

Origin: NONE

Destination: NONE

VIN

GVWR CVSA# CVSA Issued# OOS Sticker

1FDFE45S39DA88444 14,500

BRAKE ADJUSTMENTS

2 Axle # 1 Right N/A N/A N/A N/A Left **HYDR** Chamber HYDR

VIOLATIONS

Type Unit OOS Citation # Verify Crash Violations Discovered Section 1092(k) CCR Ν Ν Ν Not equipped with cover/guard for hazardous wheelchair lift parts S 1 of 6 interior lamps inoperative 33 CCR S Ν Ν Ν

axle 1 indicates vehicle needs alignment J2(a) CCR /008 N Ν Ν

HazMat: No HM Transported.

Placard: No

Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 37674; File Code Number: 258682; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 15; Bus Type: 1; Beat/Sub Area: 31; Veh #1 Type: 20; Regulated Vehicle: Y; Responsible Person: SOUTHLAND TRANSIT, INC.; Address: 3650 ROCKWELL AVE; City St Zip: EL MONTE, 91731;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

ort Prepared By: J.HICKLE

Badge #: A10998 Copy Received By:



State:



CHP 407F/343A-Aspen California Highway Patrol

Questions regarding this report may be direct

the telephone number listed below.

Phone: (323) 644-9557

Report Number: CA2TNC000194 Inspection Date: 03/24/2011

Inspection Level: V - Terminal **HM Inspection Type:** None

SOUTHLAND TRANSIT, INC.

3650 ROCKWELL AVE EL MONTE, CA 91731

Phone#: (626)258-1310

Fax#:

State#: 216255

USDOT#:

MC/MX#:

Location: 3650 ROCKWELL AVE EL MONTE, CA. MilePost:

Highway:

County: LOS ANGELES, CA

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

Shipper:

Bill of Lading:

Destination: NONE

Origin: NONE

Cargo:

VEHICLE IDENTIFICATION

Unit Type Make Year State BU FORD 2009 CA

Plate # 1235141 Equipment ID

<u>VIN</u>

<u>GVWR</u>

CVSA # CVSA Issued # OOS Sticker

SN878 1FDFE45S19DA88443 14.500

BRAKE ADJUSTMENTS

1 2 Axle # Right N/A N/A N/A N/A Left

HYDR HYDR Chamber

VIOLATIONS

Type Unit OOS Citation # Verify Crash Violations Discovered Section

Not equipped with cover/guard for hazardous wheelchair lift parts 1092(k) CCR Ν Ν Ν

exhaust leak rear of muffler at clamp(corrected) ~154 VC /002 S Y u N

huzMat: No HM Transported.

Placard: No

Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 33958; File Code Number: 258682; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 15; Bus Type: 1; Beat/Sub Area: 31; Veh #1 Type: 20; Regulated Vehicle: Y; Responsible Person: SOUTHLAND TRANSIT, INC.; Address: 3650 ROCKWELL AVE; City St Zip: EL MONTE, 91731;

I hereby declare each vehicle with a Y in the OOS column of the violation section of this report to be Out-of-Service. No person shall operate such vehicle until all Out-of-Service defects have been repaired and the vehicle has been restored to safe operating condition.

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

ort Prepared By: L...ICKLE

Badge #: A10998 Copy Received By:



State:



USDOT#:

MC/MX#:

CHP 407F/343A-Aspen California Highway Patrol

Questions regarding this report may be direct

the telephone number listed below.

Phone: (323) 644-9557

Report Number: CA2TNC000195 Inspection Date: 03/24/2011

Inspection Level: V - Terminal **HM Inspection Type:** None

SOUTHLAND TRANSIT, INC.

3650 ROCKWELL AVE **EL MONTE, CA 91731**

Phone#: (626)258-1310

State#: 216255

Fax#:

Location: 3650 ROCKWELL AVE EL MONTE, CA. MilePost:

Highway: County: LOS ANGELES, CA Origin: NONE

Destination: NONE

License#: Date of Birth:

Driver:

License#:

CoDriver:

Date of Birth:

Shipper: Bill of Lading:

Placard: No

Cargo:

VEHICLE IDENTIFICATION

Unit Type Make Year State

Plate #

Equipment ID

VIN

<u>GVWR</u>

CVSA # CVSA Issued # OOS Sticker

Cargo Tank:

1FDXE45S89DA83440 14.500 BU FORD 2009 CA 1242042 PR3371

BRAKE ADJUSTMENTS

Axle # Right

2 1 N/A N/A

Left Chamber

N/A N/A **HYDR** HYDR

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Special Checks: No Data for Special Checks.

Odometer: 19289; File Code Number: 258682; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 17; Bus Type: 1; Beat/Sub Area: 31; Veh #1 Type: 20; Regulated Vehicle: Y; Responsible Person: SOUTHLAND TRANSIT, INC.; Address: 3650 ROCKWELL AVE;

City St Zip: EL MONTE, 91731;

ort Prepared By: L..1ICKLE

Badge #: A10998 Copy Received By:



State:



CHP 407F/343A-Aspen California Highway Patrol

Questions regarding this report may be direct

the telephone number listed below.

Phone: (323) 644-9557

Report Number: CA2TNC000196 Inspection Date: 03/24/2011

Inspection Level: V - Terminal HM Inspection Type: None

SOUTHLAND TRANSIT, INC.

3650 ROCKWELL AVE

EL MONTE, CA 91731

USDOT#: MC/MX#:

State#: 216255

Fax#:

Phone#: (626)258-1310

Location: 3650 ROCKWELL AVE EL MONTE, CA. MilePost:

Highway: County: LOS ANGELES, CA

Origin: NONE

Destination: NONE

Driver:

License#:

Date of Birth: CoDriver:

License#:

Date of Birth:

Shipper:

Bill of Lading:

Cargo:

VEHICLE IDENTIFICATION

Unit Type Make Year State BU FORD 2005 CA

Plate # 8V30375 Equipment ID

VIN

GVWR CVSA# CVSA Issued# OOS Sticker

LP97 1FDXE45P45HA46528 14.050

BRAKE ADJUSTMENTS

Axle# 1 2 N/A N/A Right Left N/A N/A

HYDR

VIOLATIONS

Chamber

Type Unit OOS Citation# Verify Crash Violations Discovered Section Wheelchair securement devices not removed or retracted Ν 1293(f)(3)(A) CCB 1 Ν Ν power steering leak at steering pump, transmission fluid leaking. 32(a) CCR /008 1 Ν Ν Ν motor mount right side 1 of 3 bolts missing, motor mount left side 2 of 3 bolts J2(a) CCR /008 Ν Ν Ν 1 missing. axle 1 indicates vehicle needs alignment, uneven tire wear. Ν Ν 1232(a) CCR /008

HazMat: No HM Transported.

Placard: No

Cargo Tank:

Special Checks: No Data for Special Checks.

HYDR

State Information:

Odometer: 269770; File Code Number: 258682; Fuel Type: D; WC Passenger Capacity: 2; Passenger Capacity: 15; Bus Type: 1; Beat/Sub Area: 31; Veh #1 Type: 20; Regulated Vehicle: Y; Responsible Person: SOUTHLAND TRANSIT, INC.; Address: 3650 ROCKWELL AVE;

City St Zip: EL MONTE, 91731;

ort Prepared By: し.dlCKLE

Badge #: A10998 Copy Received By:



State:



CHP 407F/343A-Aspen California Highway Patrol

Questions regarding this report may be direct

the telephone number listed below.

Phone: (323) 644-9557

Report Number: CA2TNC000197 Inspection Date: 03/24/2011

Inspection Level: V - Terminal **HM Inspection Type:** None

SOUTHLAND TRANSIT, INC.

3650 ROCKWELL AVE EL MONTE, CA 91731

USDOT#: MC/MX#:

Fax#:

Phone#: (626)258-1310

State#: 216255

Location: 3650 ROCKWELL AVE EL MONTE CA. MilePost: Highway:

County: LOS ANGELES, CA

Driver: License#:

Date of Birth: CoDriver:

License#:

Date of Birth:

Shipper:

Bill of Lading:

Cargo:

VEHICLE IDENTIFICATION

Unit Type Make Year State BU FORD 2009 CA

Plate# 1326924 Equipment ID BP5808

Origin: NONE

Destination: NONE

<u>VIN</u>

GVWR CVSA # CVSA Issued # OOS Sticker

1FDFE45SX9DA20741 14.500

BRAKE ADJUSTMENTS

1 2 Axle # N/A Right N/A N/A N/A Left

HYDR Chamber HYDR

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No

Cargo Tank:

Special Checks: No Data for Special Checks.

e Information:

Ouometer: 17328; File Code Number: 258682; WC Passenger Capacity: 2; Passenger Capacity: 17; Bus Type: 1; Beat/Sub Area: 31; Veh #1 Type: 20; Regulated Vehicle: Y; Responsible Person: SOUTHLAND TRANSIT, INC.; Address: 3650 ROCKWELL AVE; City St Zip: EL MONTE, 91731;

ort Prepared By: . ICKLE

Badge #: A10998 Copy Received By:



DEPARTMENT OF CALIFORNIA HIGHWAY PATROL CARRIER ACKNOWLEDGMENT

	-97) OPI 062	CA NUMBER	Page of
'ER Southland	Transit, Inc.	216255	258682
ADDRESS	Transit, inc.		DATE
3650 Rock	well Ave El Monte, CA 91731		4/14/2011
THE FOLLO	WING MOTOR CARRIER REQUIREMENTS WERE DISCUSSE	D WITH AND EXPLAINED TO	THE MOTOR CARRIER:
	MOTOR CARRIER OF PROPERTY PERMIT [VC 34620]. FOR MOTOR VEHICLES AT (916) 657-8153.	FURTHER INFORMATION, C	ONTACT THE DEPARTMENT OF
	PRIVATE CARRIER OF PASSENGERS REGISTRATION [PUC COMMISSION AT (415) 703-2063.	C 4005]. TO REGISTER, CON	TACT THE PUBLIC UTILITIES
	DMV PULL NOTICE PROGRAM [VC 1808.1] TO ENROLL, CC (916) 657-6346.	ONTACT THE DEPARTMENT	OF MOTOR VEHICLES AT
4 0	PREVENTIVE MAINTENANCE PROGRAM AND RECORD RE ☐ 13 CCR 1202.1, 1202.2, 1215, 1232, 1234(e), & 1234(c) ☐ VC 34505 (Tour Bus) ☐ VC 34505.5 (BIT)		
🗆	DRIVERS' HOURS OF SERVICE AND DRIVERS' RECORDS 1234(a)]	OF DUTY STATUS. [13 CCR	: 1212,1212.5,1213,1213.2, &
	DRIVER QUALIFICATION. [13 CCR 1229 & 1234(b) & (c)]		
, , 🗆	HAZARDOUS MATERIALS TRANSPORTATION REQUIREME	ENTS. [See CHP 801]	
🗆	DRUG AND ALCOHOL TESTING PROGRAM REQUIREMEN	ITS. [VC 34520]	
	OTHER:		
	THE MOTOR CA	DOIED.	
THE FOLLO	OWING INFORMATION WAS PROVIDED TO THE MOTOR CA		
🗆	PREVENTIVE MAINTENANCE RECORD [SAMPLE - CHP 100	8 OR CHP 108A].	•
🗆	MOTOR CARRIER SAFETY REGULATIONS EXCERPTS [CH	HP 800].	
🗆	TERMINAL MANAGER'S COMPLIANCE CHECKLIST [CHP 8	00D].	
🗆	HAZARDOUS MATERIALS TRANSPORTATION REGULATION	ONS EXCERPTS [CHP 801].	
🗆	DRIVER'S DAILY VEHICLE CONDITION REPORT [SAMPLES	S].	
🗆	DRIVER TIMEKEEPING RECORDS [SAMPLES].		
🗆	APPLICATION: [Describe]		
🗆	OTHER:		
HIGHWAY	IER MAY OBTAIN A COPY OF HPH 84.6, MOTOR CARRIER S PATROL OFFICE FOR TWO DOLLARS (\$2.00) PLUS CALIFO B. Hickle DIVISION MCSU AT (323) 644-9430 ext.	RNIA STATE SALES TAX. FO	BOOK, AT ANY CALIFORNIA OR FURTHER INFORMATION,
SIGNATURE	ACKNOWLEDGED:		DRIVER LICENSE NUMBER AND STA
	\mathcal{V}_{1} \mathcal{V}_{2} \mathcal{V}_{3}		N6705477

												Page 1 of	10
STATE OF CALIFORNIA	i Fornia Hig	HWAY PATROL		NE	WTERMINAL	INFORMA	TION	CA NUMBE	Я	FILE CODE	NUMBER	COUNTY CODE	
AFETY CO	MPLIAN	ICE REPORT	7	<u> </u> [6	Yes	No			3255		8682	19	
TERMINAL P	RECOR	D UPDATE		C/	RRIER TYPE		CODE			LOCATION	000E	SUBAREA S31	ě
CHP 343 (Rev. 10					BUS		В		G			WAREA CODE)	
TERMINAL NAME									-	TECEPTION		58-1310	
Southland Tra	nsit, Inc.								j		(020)2		
STREET ADDRESS (NU	IMBER, STRI	EET, CITY ZIP CODE)											
3650 Rockwell	Ave El	Monte,Ca. 9173	57 	CALL COOM ABOVE									
MAILING ADDRESS (N	UMBER, STR	EET, CITY, ZIP CODE) (r virrer	CIVI PROM ABOVI	-								
				LICENS	AND FLE	ET INFO	ORMAT	ION					
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N/A EXP. DATE	EXP. C		EXP. DA		REG CT			RW VEHICLES		RW CONT	AINERS	CSAY	1
N/A		N/A		N/A								☑ Yes □	No
			EME	RGENCY CON	TACTS (In	Calling	Order	of Preferen	ce)	INICHT TE	EPHONE NU	MBER (W. AREA C	ODE)
EMERGENCY CONTA	T (NAME)				DAY TELER					1		•	
Wayne Seale					MAY TELES	6) HONE NL	26)48	3-1174 WAREA CODE)		NIGHT TE	LEPHONE NU	183-1174 MBER (W/AREA C	ODE)
EMERGENCY CONTA	CT (NAME)				III.				:	Ì	(626)/	188-4356	
Jason Snow		ESTIMATED CAL			OF THE T			0-3656	R ()	2009	1	100-1000	
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ICC HIC	N/A N/A	H MC	N/A N/A		es N		N/A		ANNUAL E				
INSPECTION F				RATINGS: S=	Satisfactory			tory C=Cond					
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PROGRAM DRIVER				04			4.4		Time		1 In	e in Time	UG
RECORDS	3	No. 14 Time	u.s	No. 21	Time	No.	14 UNERS/T	Time ANKS			T OF SERVICE	Æ .	•
DRIVER HOURS		No HM Transport		☐ No HM ∨	iolations Noted	No.	·	Time	Vehicles	2	Uni	s sing	jie
BRAKES		REMARKS											
LAMPS &					Ì	_							
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CONNECTING DEVICES													
STEERING &	2				ļ								
SUSPENSION TIRES &		-											
WHEELS		4			1								
EQUIPMENT REQUIREMENTS	23											•	
CONTAINERS &]											
TANKS HAZARDOUS	 	-											
MATERIALS		FEE DUE	CHP 345	CHP 100D COL	INSPECTION	LOCATIO	N (NUMA	ER, STREET. CI	ITY OR COUN	TY)			
BIT CO	NON-BIT	Yes No	CHP 345	STAT INDICAL	3650 Ro	ckwell	Ave f	El Monte,C	Ca. 9173	1			
INSPECTED BY (NA				L	IO NUMBER			TION DATE(S)			SUSPENSE	DATE	
					l 1	A4222	2/22	23,24&25	<i>1</i> 2010 [!]		Auto [None	
B. HICKLE/N	n.lbarra			MAT	OR CARRI						·		
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arouiniane of th	e Californi	Nations described in A Vehicle Code and ier Safety Unit Sup	the Ca	alifornia Code d	r Kegulawo	ns. ium	CICI SCALL	d that I may s of the ratin	request a (g.	review of	an unsátis	factory rating t	рy
CURRENT TERMIN				ER REPRESENTA		TURE/)	1 1	. /			DATE		
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CARRIER REPRES	CHITATRES	PRINTED NAME		4)	TITLE		1	_ 4 1		٦.	ENSE NUMBER	STATE
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	İ		Page 2of10
E OF CALIF	DRNIA F CALIFORNIA HIGHWAY PATROL	DATE	THIS IS A CONTINUATION OF
< ∙วทาโทบ	ATION	3/22,23,24&25/2010	СНР 343
⁻ 343-1	(REV 10-97) OPI 062		CA NUMBER
CARRIER NAME			216255
	Southland Transit, Inc.		FC NUMBER
ADDRESS	3650 Rockwell Ave El Monte, Ca. 91731		258682

REMARKS

Maintenance Program

13CCR 1232(a) Carrier does not systematically inspect and maintain vehicles at regular intervals as required.

Unit number L4417, license number 8A81796 regular service interval is 3,000 miles. Carrier records indicate systematic service interval was exceeded by 302 miles on 2/4/10.

Your inspection and maintenance records indicate that inspection and maintenance intervals are being exceeded. You are directed to adhere to inspection and maintenance intervals for vehicles under your control.

13CCR 1234(f) Carrier does not keep required inspection and maintenance records.

Unit number L4417, license number 8A81796 maintenance records (work order) for regular service interval for 12/15/09 not on file.

Motor carrier shall document each systematic inspection, maintenance, lubrication and repair performed for each vehicle under their control. These vehicle records shall be kept at the carrier's maintenance facility or terminal where the vehicle is regularly garaged. Such records shall be retained for a minimum of one year.

Driver Records

13CCR 1234(b) Carrier does not maintain records of the different types of vehicles and vehicle combinations each driver is capable of driving pursuant to 13 CCR 1229.

E. Romero, M. Ramirez

Motor carriers shall maintain a record of the different types of vehicles and vehicle combinations a driver is capable of safely operating on a highway unsupervised.

1808.1(c) VC Carrier does not sign and date each driver's Pull Notice record.

M. Ramirez

STATE OF CALIFORN	ia .		Page 3of10 This is a continuation of
AUNITAC	LIFORNIA HIGHWAY PATROL TION	3/22,23,24&25/2010	1
CHP 343-1 (RE	V 10-97) OPI 062		CA NUMBER
CARRIER NAME	Southland Transit, Inc.		216255
	Southland transit, inc.		FC NUMBER
ADDRESS	3650 Rockwell Ave El Monte,Ca. 91731		258682

REMARKS

Driver Records Continued:

shall maintain a record of his/her duty status. 1212(e) Exception - Drivers of vehicles leaving and returning to the same location and are released from work within twelve consecutive hours, have at least ten consecutive hours off duty between each 12 hours on duty, and operate within a 100-air mile radius of their normal work reporting location, are exempt from the duty status record (log) requirements provided the carrier maintains accurate and true records indicating: the driver's time for reporting on and off duty each day, total number of hours on duty, and total time for the preceding seven days (for first time or intermittent drivers) and these records are retained for six months.

D.Godinez 2/23/10 12:15 2/25/10 12:15

B.Gutierrez 2/10/10 12:15 2/17/10 12:15

M.Gomez 2/19/10 12:15

13 CCR 1233.5 Carrier is required to notify the Department of any change of address or cessation of regulated activity at any terminal. Such notification shall be made within 15 days of the change and shall be forwarded to:

California Highway Patrol Commercial Records Unit P.O. Box 942898 Sacramento, Ca. 94298-0001

			I CARRIER INA	IME OR	TERMINAL FILE	CONTROL NUMBER)		Page 4of10	
			Southlar	nd Tr	ansit, Inc.				
MENT OF CALIFORNIA HI	GHWAY PATROL	DODT	INSPECTION			lonte,Ca. 91731			
FUCLE/EQUIPMENT OR CARRIER SAFET	Y OPERATIONS	FUNI	CITY OR COL	UNTY	CII / (V C L.) (I		0ATE 3/22	/10	
mP 343A (Rev 4-91) O	PI 062		El Monte		. 91731 SE NUMBER	TVIN	ODOMETER	TYP	E FUEL
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(repaired 3/23/1				-		للمناف وفرس مواد الرازان الر	han not use	d	
13 CCR 1232(a) Tie down h	ardwar	re for wh	eel	chair(s) n	ot properly secured w	nen not use	u.	
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24607(b) VC 1		EQUIF		Lici	ENSE NUMBER	VIN	1	91	
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			CARRIER (N	AME 0	R TERMINAL FILE	CONTROL NUMBER)	Page	50(10
					ransit, Inc.			
ARTMENT OF CALIFORNIA	HIGHWAY PATROL THICDECTION		3650 Ro					
HICLE/EQUIPMENT OTOR CARRIER SAFE	TY OPERATION	N KEPOKI NS	CITY OR CO		reli Ave		DATE 3/22/10	
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		XO9 EQUI	PMENT NUMBER	LICE	ISE NUMBER	VIN	ODOMETER 10.014	TYPE FUEL
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Bus	Freigh	ntliner	802 UIPMENT NUMBER	1.6	6X83298 ENSE NUMBER	4UZAABBZ62CK4685	0 301,497 ODOMETER	TYPE FUEL
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		1	Southland	d ÎTra	ansit, Inc.				
IMENT OF CALIFORNIA HIS	GHWAY PATROL	•	INSPECTION A	ı					
HICLE/EQUIPMENT	INSPECTION REPO	ואכ	3650 Roc		eli Ave		DATE	3/22/10	
OR CARRIER SAFET P 343A (Rev 4-91) O	PLOSERATIONS		El Monte		91731				
AP 343A (Nev 4-31) 0	MAKE 2003	EQUIPMEN	T NUMBER L	ICENS	E NUMBER	VIN	ODOMET	1	TYPE FUEL
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RTIFICATE TYPE	CERTIFICATE NUMBER		DATE ISSUE	5		REINSPECTION DATE	OLONIE		
Remarks									
13 CCR 1261(g)									
13 CCR 1232(a)	1 of 2 right fro	ont swa	ay bar c	iam	ip bolts !	oose. (as marked)			
13 CCR 1232(a)) Molding arou	nd whe	eel chai	r d	or falling	g off.			
13 CCR 1232(a)) Tie down har	dware	for whe	elc	hair(s) n	ot properly secured wh	en not u	ısed.	
13 CCR 1232(c				- 1					
13 CCR 1202(0	, Excessive sin	•		İ					
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	MAKE 2007	EQUIPM	ENT NUMBER	Lici	ENSE NUMBER	VIN ADA O IDNA A E 7 E 2 E 2 C	1	WETER 65 569	TYPE FUEL CNG
Bus	Bluebird	A	ACT20		1300405	VIN 1BAGJBMA57F2526	28	METER 65,569 METER	
Bus	1	A				1BAGJBMA57F2526	28 000	65,569	CNG TYPE FUEL
	Bluebird	EQUIPM	ACT20 ENT NUMBER	Lica	1300405	1BAGJBMA57F2526	28 000	65,569 METER	CNG TYPE FUEL
	Bluebird MAKE	EQUIPM	ACT20 LENT NUMBER SERIAL NI	LICE	1300405 ENSE NUMBER	1BAGJBMA57F2526	28 000	65,569	CNG TYPE FUEL
BUS TANKCONTAINER MAKE CERTIFICATE TYPE	Bluebird	EQUIPM	ACT20 ENT NUMBER	LICE	1300405 ENSE NUMBER	1BAGJBMA57F2526	28 000	65,569 METER Certified	CNG TYPE FUEL
TANKCONTAINER MAKE	Bluebird MAKE	EQUIPM	ACT20 LENT NUMBER SERIAL NI	LICE	1300405 ENSE NUMBER	1BAGJBMA57F2526	28 000	65,569 METER Certified	CNG TYPE FUEL
TANKCONTAINER MAKE CERTIFICATE TYPE Romarks	Bluebird MAKE SPEC.T CERTIFICATE NUMB	PEQUIPM PYPE ER	SERIAL NI	LICI	1300405 ENSE NUMBER VUNIT NUMBER	1BAGJBMA57F2526 VIN CT NUMBER REINSPECTION DATE	28 ODDO	65,569 METER Certified METER	CNG TYPE FUEL Test witnessed
TANKCONTAINER MAKE CERTIFICATE TYPE Romarks	Bluebird MAKE SPEC.T CERTIFICATE NUMB	PEQUIPM PYPE ER	SERIAL NI	LICI	1300405 ENSE NUMBER VUNIT NUMBER	1BAGJBMA57F2526 VIN CT NUMBER REINSPECTION DATE	28 ODDO	65,569 METER Certified METER	CNG TYPE FUEL Test witnessed
TANKCONTAINER MAKE CERTIFICATE TYPE Romarks	Bluebird MAKE SPEC.T CERTIFICATE NUMB	PEQUIPM PYPE ER	SERIAL NI	LICI	1300405 ENSE NUMBER VUNIT NUMBER	1BAGJBMA57F2526	28 ODDO	65,569 METER Certified METER	CNG TYPE FUEL Test witnessed
TANKCONTAINER MAKE CERTIFICATE TYPE Romarks	Bluebird MAKE SPEC.T CERTIFICATE NUMB	PEQUIPM PYPE ER	SERIAL NI	LICI	1300405 ENSE NUMBER VUNIT NUMBER	1BAGJBMA57F2526 VIN CT NUMBER REINSPECTION DATE	28 ODDO	65,569 METER Certified METER	CNG TYPE FUEL Test witnessed
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TANKCONTAINER MAKE CERTIFICATE TYPE Romarks	Bluebird MAKE SPEC.T CERTIFICATE NUMB	PEQUIPM PYPE ER	SERIAL NI	LICI	1300405 ENSE NUMBER VUNIT NUMBER	1BAGJBMA57F2526 VIN CT NUMBER REINSPECTION DATE	28 ODDO	65,569 METER Certified METER	CNG TYPE FUEL Test witnessed
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TANK/CONTAINER MAKE CERTIFICATE TYPE Remarks 24252(a) VC R	Thomas MAXE SPECIAL CERTIFICATE NUMB ight front turn	EL EQUIPMEN	SERIAL DATE IS	NUMBE SUED	1175644 ENSE NUMBER RUNIT NUMBER erative. (SDF232GB74JA59		127,081 ODOMETER VRS Certified ODOMETER	CNG TYPE FUEL Test witnessed
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TANK/CONTAINER MAKE CERTIFICATE TYPE Remarks 24252(a) VC R 13 CCR 1267(6)	Thomas MAXE SPECIAL CERTIFICATE NUMB ight front turn e)(1)(A) Inope	EL EQUIPMEN	SERIAL DATE IS	NUMBE SUED	1175644 ENSE NUMBER RUNIT NUMBER erative. (TO NUMBER REINSPECTION DATE repaired 3/22/10) power actuated door		127,081 ODOMETER VRS Certified ODOMETER	CNG TYPE FUEL Test witnessed
TANK/CONTAINER MAKE CERTIFICATE TYPE Remarks 24252(a) VC R 13 CCR 1267(6)	Thomas MAXE SPECIAL CERTIFICATE NUMB ight front turn e)(1)(A) Inope	EL EQUIPMEN	SERIAL DATE IS	NUMBE SUED	1175644 ENSE NUMBER RUNIT NUMBER erative. (TO NUMBER REINSPECTION DATE repaired 3/22/10) power actuated door		127,081 ODOMETER VRS Certified ODOMETER	CNG TYPE FUEL Test witnessed
TANK/CONTAINER MAKE CERTIFICATE TYPE Remarks 24252(a) VC R 13 CCR 1267(c)	Thomas SPEC.F. SPEC.F.	Signal la	M44 IT NUMBER SERIAL DATE IS EMPLOYED CO drive	nop	erative. (TO NUMBER REINSPECTION DATE repaired 3/22/10) power actuated door cirt torn.	not a	127,081 ODOMETER VRS Certified ODOMETER djacent to	CNG TYPE FUEL Test witnessed
TANK/CONTAINER MAKE CERTIFICATE TYPE Remarks 24252(a) VC R 13 CCR 1267(c)	Thomas SPEC.F. SPEC.F.	Signal la	M44 IT NUMBER SERIAL DATE IS EMPLOYED CO drive	nop	erative. (TO NUMBER REINSPECTION DATE repaired 3/22/10) power actuated door cirt torn.	not a	127,081 ODOMETER VRS Certified ODOMETER djacent to	CNG TYPE FUEL Test witnessed
TANK/CONTAINER MAKE CERTIFICATE TYPE Remarks 24252(a) VC R 13 CCR 1267(c)	Thomas SPEC.F. SPEC.F.	Signal la	M44 IT NUMBER SERIAL DATE IS EMPLOYED CO drive	nop	erative. (TO NUMBER REINSPECTION DATE repaired 3/22/10) power actuated door	not a	127,081 ODOMETER VRS Certified ODOMETER djacent to	CNG TYPE FUEL Test witnessed
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TANK/CONTAINER MAKE CERTIFICATE TYPE Remarks 24252(a) VC R 13 CCR 1267(c)	Thomas SPEC.F. SPEC.F.	Signal la	M44 IT NUMBER SERIAL DATE IS EMPLOYED CO drive	nop	erative. (TO NUMBER REINSPECTION DATE repaired 3/22/10) power actuated door cirt torn.	not a	127,081 ODOMETER VRS Certified ODOMETER djacent to	CNG TYPE FUEL Test witnessed

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ir stori (itov i ci)	MAKE 2	906	EQUIPMEN"			NSE NUMBER	VIN		ODOMETER	TYPE FUEL
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INK/CONTAINER MAKE	Fo	SPEC/TY	EQUIPME PE	417 NT NUMBER	IJC	8A81796 ENSE NUMBER	1FDXE455		184,863 ODOMETER	G TYPE FUEL
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ARIER NAME			216255
	Southland Transit, Inc.		FC NUMBER
ADDRESS	3650 Rockwell Ave El Monte, Ca. 91731		258682

REMARKS

Driver Records

14606(b) VC Employer of a class A or class B driver did not ascertain that the driver has a valid medical certificate in possession as provided in section 12804.9(c) VC, which had been issued within two years prior to the date of the persons employment or hiring.

Driver: T.Alvidrez Medical expired 7/03/08. Southern Division confirmed medical is expired. The driver's license is valid.

Whenever the person fails to qualify for a medical certificate on re-examination, the employer shall report the failure to DMV.

13 CCR 1234(c) Carrier is advice 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.

13 CCR 1233.5 Carrier is required to notify the Department of any change of address or cessation of regulated activity at any terminal. Such notification shall be made within 15 days of the change and shall be forwarded to:

California Highway Patrol Commercial Records Unit P.O. Box 942898 Sacramento, Ca. 94298-0001

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			Southlan	nd T	ransit, Inc.			
PARTMENT OF CALIFORNIA	HIGHWAY PATROL T INSPECTION REPO	RT.	!	- 1	vell Ave 1			
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ARRIER INSPECTION IP 343D (Rev. 2-99) OPI 062			To	A NUMBER	LOC. CODE	SUBAREA
RIER NAME				216255	525	\$31
outhland Transit, Inc.				PHONE NUMBER	DATE	
REET ADDRESS, CITY, STATE, ZIP CODE					1	23&25/2010
50 Rockwell Ave El Monte, Ca. 91731				(626)258-1310	TIME IN	TIME OUT
RRIER REPRESENTATIVE			l l	TITLE		
SHIRLEY GHOLAR- REDDIX			,	Trainer (Safety #	MC NUMBER	
PECTION LOCATION (IF OTHER THAN THE CARRIER'S PRINCIPAL PLACE OF	BUSINESS	7		U.S. DOT NUMBER	MC NUMBER	
	i			1		
on this date, the above named motor carrier was ins arrier's compliance with the following requirements: CONTROLLED SUBSTANCE AND ALCOHOL TES					ection evalu	ated the
OTHER:						
L. Ontari						
<u>emarks</u>						
•	Ì !		linne	••		
Controlled substance and alcohol tes	sting	program	compliand	se.		
	ţ					
For the purpose of the controlled substated with the following consortium.	ance	and alcoh	ol testing p	rogram this ca	rrier is co	ntracted
Irwindale Industrial Clinic 6000 N. Irwindale Ave Ste. A Irwindale,Ca. 91706 (626) 969-9800						
Confirmed carriers enrollment with Pat		,				
Carrier's controlled substance and alco	ohol p	rogram is	s at an acce	eptable level o	f complia	nce.
Carrier's controlled 922						
As a result of the inspection noted above, this carr	ier was	assigned a	compliance	rating of SATIS	FACTORY	This rating
As a result of the inspection roted above, this earlier applies only to carrier requirements - Terminals are	re rated	separately	' .			
applies only to carrier requirements formittee	NUMB	ER OF	CLES 242	SUSPENSE DATE	CHP 10	
RATING HISTORY INSPECTED		TIONS	ISSUED	Auto	0000	
1 UR 2 S 3 S 4 S 5			 	None	CARRI	ER TYPE
INSPECTED BY (MAME)			ID NUMBER	99		_
P UICKI F/M lharra			A10998/A13			
	TOR C	ARRIER C	ERTIFICATION	on will be corrected in ac	cordance with	applicable provision
MC			ugh that I may reque		atisfactory ration	ng by contacting the
I hareby certify that all violations recorded hereon and on the	gaissonia	(222) 044	QSS7 With:			
I hereby certify that all violations recorded hereon and on the of the California Vehicle Code and the California Code of Resource Division Motor Carrier Safety Unit Supervisor	gaissonia	(323) 644	9557 With	ii o odiciida. Tayo	DRIVE	R LICENSE NUMBER AND ST
I hereby certify that all violations recorded hereon and on the of the California Vehicle Code and the California Code of Resouthern Division Motor Carrier Safety Unit Supervisor	r at	(323) 644-	TITLE		DRIVE	1000 4777
I hereby certify that all violations recorded hereon and on the of the California Vehicle Code and the California Code of Resource Division Motor Carrier Safety Unit Supervisor	r at	(323) 644-	TRAINER CURRENT CARRIE	SAFETY MAN	AGER N	1005477

STATE OF CALIFORNIA DEPARTMENT OF CALIFORNIA HIGHWAY PATROL ARRIER INSPECTION	This report	contains CONFID	ENTIAL pages.	Pages 1	of <u>1</u>
.1P 343D (Rev. 2-99) OPI 062	<u>i</u> i		CA NUMBER L	OC CODE	SUBAREA
Southland Transit, Inc.			216255	525	S31
STREET ADORESS, CITY, STATE, ZIP CODE			PHONE NUMBER	DATE	
3650 Rockwell Ave El Monte,Ca. 91731			(626)258-1310	3/22,238	25/2010
CARRIER REPRESENTATIVE			TITLE	TIME IN	TIME OUT
SHILLEY GHOLAR - REDIX INSPECTION LOCATION (IF OTHER THAN THE CARRIER'S PRINCIPAL PLACE OF BUSINES	3 55)		TRA WER & SAET NAME	WELL MC NUMBER	
INSPECTION COCKION (IF ON EXAMPLE)					
On this date, the above named motor carrier was inspecte carrier's compliance with the following requirements: CONTROLLED SUBSTANCE AND ALCOHOL TESTING OTHER:	l			on evaluated	i the
REMARKS					
Controlled substance and alcohol testing	prograr	n complia	nce.		
For the purpose of the controlled substance with the following consortium.	and alco	hol testing	program this carrie	er is contra	acted
Irwindale Industrial Clinic 6000 N. Irwindale Ave Ste. A Irwindale,Ca. 91706 (626) 969-9800					
Confirmed carriers enrollment with Pattie.					
Carrier's controlled substance and alcohol p	orogram i	s at an acc	eptable level of co	mpliance.	
As a result of the inspection noted above, this carrier was applies only to carrier requirements - Terminals are rated	assigned separately	a compliance	rating of SATISFAC		This rating
RATING HISTORY INSPECTED VIOLA	ER OF THOMS	CHP 345 ISSUED	SUSPENSE CATE Auto	COLUMN NO.	
1 UR 2 S 3 S 4 S 5	<u> </u>	10 Min 1950	None	CARRIER TYPE	
INSPECTED BY (NAME)		IO NUMBER		Truck	
B. HICKLE/M.lbarra		A10998/A13			· · · · · · · ·
		ERTIFICATION	ON will be corrected in accordar	on with andi-	able provisions
I hereby certify that all violations recorded hereon and on the attached of the California Vehicle Code and the California Code of Regulations. Southern Division Motor Carrier Safety Unit Supervisor at	pages 2 thro . I understand (323) 644-	that I may reque 9557 with	est a review of an unsatisfactor in 5 calendar days of the ratio	ory rating by co	ontacting the
CARRIER REPRESENTATIVES PRINTED NAME SHICKLY GHOLAR. REDDIX		TEAINER CURRENT CARRIE	BOWN VEHRSS		15477 15477
CARRIER REPRESENTATIVE OSIGNATURE			ATISFACTORY	340	15-10
	estroy previous s	ditions			C343-0 10-69-70.8

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FETY COM	PLIANC	E REPORT	<i>I</i> -	:4	Yes	□ No	21	6255	125	8682	SUBAREA .	_
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STATE OF CALIFORNIA DEPARTMENT OF CALIFORNIA HIGHWAY PATROL	DATE	THIS IS A CONTINUATION OF
CONTINUATION	3/25/09	CHP 343
CHP 343-1 (REV 10-97) OPI 052 CARRIER NAME		CA NUMBER
SOUTHLAND THANSIT TNO.		2-16255
ADDRESS		FC NUMBER
3650 MOCKWELL AVE EL MINNTE, C	A. 31731	258682
REMARKS		

13CCR 1233.5 Carrier is required to notify the Department of any change of address or cessation of regulated activity at any terminal.

Carrier shall notify the department in writing of any change of address or cessation of regulated activities at any of the carrier's terminals. Such notification shall be made within 15 days of the change and shall be forwarded to:

California Highway Patrol Commercial Records Unit

P.O. Box 942898

Sacramento, Ca. 94298-0001

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1110CK E-1000	75.4.	EQUIPMENT NUMBER		VIN	ODOMETER"	TYPE FU!
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n this date, the above named motor carrier warrier's compliance with the following requirem	as inspected by the Ca nents	alifornia Highway Patrol. The ir	spection evalu	ated the
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STATE OF CALIFORNIA DEPARTMENT OF CALIFORNIA HIGHWAY PATROL CONTINUATION	3/25/09	THIS IS A CONTINUATION OF CHP 343
CHP 343-1 (REV 10-97) OPI 062 CARRIER NAME SOUTHLAND THANSIT INC.		216255
ADDRESS 3650 ROCKWELL AVE EL MIS INTE, CA. 917. REMARKS	13 (258682

13CCR 1233.5 Carrier is required to notify the Department of any change of address or cessation of regulated activity at any terminal.

Carrier shall notify the department in writing of any change of address or cessation of regulated activities at any of the carrier's terminals. Such notification shall be made within 15 days of the change and shall be forwarded to:

California Highway Patrol Commercial Records Unit

P.O. Box 942898

Sacramento, Ca. 94298-0001

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	3	CARRIER (NAME OR TERMINAL FILE C	ONTROL HUMBER)	PAGE & D	c 12
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HP 343-1 (REV 10-97) OPI 062		CA NUMBER 2 16255
	Southland Transit, Inc.		FC NUMBER
ADDRESS	3650 Rockwell Ave. El Monte, CA 91731		258682

REMARKS

13CCR 1233.5 Carrier is required to notify the Department of any changes of address or cessation of regulated activities. Notification shall be made within 15 days of the change.

CHP/Commercial Records Unit PO Box 942898 Sacramento, CA 94298-0001

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	******	01			nd Transit, Inc.			
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Remarks

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ONTINUATI	FORNIA HIGHWAY PATROL ION	06/30, 7/1 & 07-08-08	СНР 343
CHP 343-1 (REV	/ 10-97) OPI 062		CA NUMBER
CARRIER NAME			216255
	Southland Transit, Inc.		FC NUMBER
ADDRESS	3650 Rockwell Ave. El Monte, CA 91731		258682

REMARKS

MAINTENANCE PROGRAM:

13 CCR 1232(a) Carrier's preventive maintenance program is not adequate to ensure vehicles are kept in safe and proper operating condition. 5 of 18 vehicles inspected were placed out of service for imminently hazardous conditions present. Vehicle condition indicates more frequent and/or thorough systematic inspection is necessary.

13 CCR 1230 Carrier permits the operation of vehicles in unsafe condition. The following vehicles were placed out of service:

Lic# 1055350 1055278	Defect: Exhaust leak Exhaust leak
1180209	Defective suspension
1055352	Exhaust leak
1180236	Defective suspension

13 CCR 1232(b) Carrier fails to ensure that every (School Bus, School Pupil Activity, and/or General Public Paratransit Vehicle) is inspected every 3,000 miles or 45 days. Every carrier of a School Bus, School Pupil Activity, and/or General Public Paratransit Vehicle shall ensure that every bus is inspected every 3,000 miles or 45 days, which ever occurs first, or more often if necessary.

Bus# 26 exceeded inspection interval. 02-22-08 and next inspection 04-22-08.

DRIVERS RECORDS:

1808.1(d) VC Carrier fails to remove drivers from pull notice program after termination of employement.

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Northington

E OF CALIFORNIA INSPECTION DATE RTMENT OF CALIFORNIA HIGHWAY PATROL 06/30, 7/1 & 07-08-08 NOTICE TO CARRIER (P 345 (REV 10-97) OPI 062 CARRIER NAME (IF DIFFERENT) ERMINAL NAME Southland Transit, Inc. PRINCIPAL (OWNERSHIP) ADDRESS 3650 Rockwell Ave. El Monte, CA 91731 The ☐ motor carrier ☑terminal named above was inspected this date and has been rated UNSATISFACTORY. This is the 1 consecutive unsatisfactory rating. As indicated on the accompanying Carrier Inspection/Safety Compliance Report, the principal area of noncompliance are: (Carrier is to initial spaces beside each box checked.) ____ Hazardous Materials Pull Notice Program △m ✓ Maintenance Program/Records __ Drug & Alcohol Test Program Arm Vehicles/Tanks/Containers Driver Records/Hours of Service Other: Failure to correct the noted deficiencies and to upgrade compliance to satisfactory before the next inspection (see below) may result in action number(s) 4,5 below by the department. ☐ As a result of the inspection findings indicated above, this Department will initiate action number(s) below without further notice. You may, within 5 calendar days of this notice, request a review of the inspection findings and the action(s) to be taken. To request a prompt and impartial review by the Division Special Services Division at Commander, contact 1. A recommendation to the Department of Motor Vehicles (DMV) to suspend or revoke your motor carrier of Public Utilities Commission (PUC) to deny, suspend, or revoke your or private carrier of passengers registration property permit Carrier is placed on notice that the DMV/PUC will deny or suspend its permit, operating authority, or private carrier of passengers registration on receipt of a written recommendation from the CHP, without further notice to the carrier. The DMV/PUC may therefore revoke the carrier's permit, operating authority, or private carrier of passengers registration. 2. A recommendation to the Department of Toxic Substances Control for administrative action, to include possible suspension, denial, revocation or assessment of significant monetary penalties regarding Hazardous Waste Transporter Registration, Number _ ☐ 3. Suspension or revocation of your ☐ Hazardous Materials Transportation License, Number Inspection and Maintenance Station License Number 4. A complaint being filed with the District Attorney's office for prosecution. (A criminal or civil action may follow.) 5. Other. DEPARTMENTAL CITATION A reinspection is required in 120 days(s) tentatively scheduled in days(s). Pursuant to Vehicle Code Section 34501.12(h), a BIT reinspection fee of (\$ _____) must be submitted to the CHP within 60 days of the unsatisfactory rating. After a recommendation has been forwarded to the DMV/PUC, no reinspection will be conducted until requested by If you desire further information concerning this notice, you may telephone the ___SOUTHERN_ Division Motor Carrier Safety the DMV/PUC. Unit at: 323-644-9557 I acknowledge receipt and understanding of the above notice. TILE Operations Manager CALIFORNIA DRIVER LICENSE NUMBER 7/8/2008 NAME (PRINTED) N4731169 Stacey Murphy A13313 ISSUED BY **Northington**

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			ļ	Southlan	nd Transit, Inc.			
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TATE OF CALIFO	RNIA CALIFORNIA HIGHWAY PATROL	DATE	THIS IS A CONTINUATION OF
LONTINU	ATION	1-02/01-03 & 01-09-0	CHP 343
CHP 343-1 (REV 10-97) OPI 062		CA NUMBER
CARRIER NAME			216255
	Southland Transit, Inc.		FC NUMBER
ADDRESS	3650 Rockwell Ave. El Monte, CA 91731		258682

REMARKS

MAINTENANCE PROGRAM:

13 CCR 1230 Carrier permits the operation of vehicles in unsafe condition.

LIC# 7F27189 LIC# 1175646 Excessive air loss Brake adjustment

DRIVER RECORDS:

13 CCR 1213(a)(1) Driver(s) do not maintain the required record of duty status (log). Each driver shall maintain a record of his/her duty status. 1212(e) Exception - Drivers of vehicles leaving and returning to the same location and are released from work within twelve consecutive hours, have at least eight consecutive hours off duty between each 12 hours on duty, and operate within a 100-air mile radius of their normal work reporting location, are exempt from the duty status record (log) requirements provided the carrier maintains accurate and true records indicating: the driver's time for reporting on and off duty each day, total number of hours on duty, and total time for the preceding seven days (for first time or intermittent drivers) and these records are retained for six months.

Drivers:

Rodney Tis	12:20	10/30/07	12:00
10/29/07	12:20		40.00
11/02/07	12:15	11/05/07	12:30
		11/09/07	12:10
11/06/07	12:10		
11/13/07	12:20	11/15/07	12:05
11/20/07	12:10		

Beverly Formica	11/09/07	0700-1930
Leonito Marchan	11/12/07	0620-1900

Carrier failed to maintain accurate and true records indicating: the driver's time for reporting on and off duty each day, total number of hours on duty and total time for the preceding seven days.

Drivers:

Maria N. Diaz Juan J. Murillo Rodney Tislow

13 CCR 1234(b) Carrier does not maintain records of the different types of vehicles and vehicle combinations each driver is capable of driving pursuant to 13 CCR 1229. Motor carriers shall maintain a record of the different types of vehicles and vehicle combinations a driver is capable of safely operating on a highway unsupervised.

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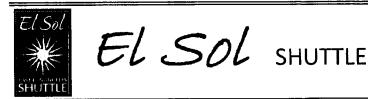
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Subcontractors

Southland Transit will not use any subcontractors on this project.

Financial Resources

In compliance with the RFP included under separate cover are four years of financial statements prepared by our outside accountants for fiscal years, 2008-2010. These financial reports show a strong local firm that is ready and able to perform the services required for this project.

We would be pleased to have DPW staff speak with any of our financial partners, including bankers and equipment leasing producers, to verify our ability to make the investments necessary to continue to successfully operate this service.

We request that these financial statements be treated as confidential and proprietary information to the maximum extent of the law.

Licenses and Certifications

Southland Transit is acutely aware of its responsibilities as a regulated carrier. For a projects like the El Sol Shuttle 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, at least, every six months. All safety sensitive personnel are subject to pre-employment and random drug testing as required by federal regulation. Copies of DMV Class B commercial licenses and Medical Examination Certificates for our current drivers are included on the following pages.
- Safety/Training staff. All classroom training and DMV employer testing is conducted by staff employees who are properly certified for those activities. Gerald Swan, our Director of Safety and Training is a certified Transportation Safety Institute Trainer. He is an experienced staff member who has been specifically trained in behind-the-wheel training techniques. Gerald supervises our behind-the-wheel training program.
- 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. Both Wayne Seale, our Director of Maintenance, and our key El Monte maintenance staff are ASE Certified Master Auto Technicians. They both hold certification in alternate fuel technologies.
- CHP Certification. Southland is registered with the CHP and our Motor Carrier number is 216255. It appears on all CHP inspections of Southland facilities. Since our proposed site has not yet been inspected we would be pleased to provide inspection reports for





any of our other locations.

We have included license information and certificates with Form PW-20 in this proposal.

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. Southland Transit has retained American Business Insurance Services Inc, one of the nation's leading transportation insurance brokers, to assist in acquiring coverage and attracting insurance carriers who would work with us to control costs through better pricing and effective loss control.

Southland along with related companies 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 in Exhibit 6.

Auto Liability – Our Auto Liability coverage exceeds the contract requirement since we will be providing \$5,000,000 combined single limit coverage for vehicles seating 15 passengers or less rather than the \$4,000,000 required 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 Scottsdale Insurance Company. There is no deductible and the claims are handled by our Risk Management Department in concert with the insurance carrier.
- Second layer coverage. \$4,000,000 combined single limit per occurrence, provided by
 the Princeton Excess and Surplus Lines Insurance Company. subsidiary of MunichAmerican Holding, which is a 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 Evanston Insurance Company, a member of Markel Insurance Group. The company's AM Best rating is Excellent A+XII. Excess coverage is provided by RSUI Indemnity Company. Here again we have designed a program that will meet any client insurance requirement with options for combined single limits from \$1 million through \$26 million.
- Property/Collision/Comprehensive. Per contract requirements, placed with the Travelers Property Casualty Company of America.

Worker's Compensation – Our Worker's Compensation coverage is provided by Travelers Insurance Company, an AM Best A+ rated carrier.



El Sol SHUTTLE



Sexual Misconduct Liability – Coverage for sexual misconduct is covered under our Employment Practices Liability coverage provided by XL Speciality Insurance Company.

Property Coverage – Per contract requirements, placed with the Travelers Property Casualty Company of America.

Pollution Liability Insurance – Per contract requirements, placed with the XL Speciality Insurance Company.

Record Keeping

We have, in place, controls to meet all reporting requirements for Los Angeles County Living Wage Ordinance and all State and Federal reporting requirements. Please refer to for LW-9 for complete details.



DATE: , 20								S AS FOL	LOWS:
THIS DECLARATION IS GIV	EN IN SUPPORT OF A	PROPOS	SAL FOR A CO	ONTRACT W	TH THE	COUNTY OF	LOS A	NGELES.	· ·
2. NAME OF SERVICE: EL	SOL SHUTTL	E SER					<u>,</u>		
			DECLARA	T INFORMA	TION				
3. NAME OF DECLARANT: L									
4. I AM DULY VESTED WITH							OF THE	PROPOSER(S	5).
5. MY TITLE, CAPACITY, OR F	RELATIONSHIP TO TH	E PROPO				nt / COO			
				RINFORMA	TION				
6. Proposer's full legal name:	Southland Tra	ansit, I	nc.						6) 258-1310
Address: 3650 Rockw							Fax No.	1020	6) 258-1329
e-mail: len@southlandtransit.	⊙ tounty WebVen No	4579	961	IRS No.: 9	5-486	6709	Busines	s License No.	:
7. Proposer's fictitious busines	s name(s) or dba(s) (if	any): N	I/A						
County(s) of Registration:				State:			Year(s)	became DBA:	:
8. The Proposer's form of bus	ness entity is (CHECK	ONLY O	NE):						
□ Sole proprietor	Name of Proprieto			2072 5	•				4704
│ ★ Corporation:	Corporation's princ			3650 Rc	CKWE	ell Ave., E	I Mo		
X // Co.po	State of incorporati	on: Ca	alifornia					Year incorpo	rated: 2001
Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attomey General's Registry of Charitable Trusts President/CEO: Secretary:									
·		Charitable		Secretary:					
☐ A general partnersh			Names of pa						
☐ A limited partnershi	p:			neral partner:					
☐ A joint venture of:				oint venturers:					
A limited liability co			L	anaging mem	ber:				
9. The only persons or firms in									F
Name(s) Timmy Mardir	ossian T	Pre:	sident/CE	ΕΟ	Phone	(626) 25	<u>8-131</u>	10	Fax (626) 258-1329
Street 3650 Rockwe			El Monte		State	CA			^{Zip} 91731
Name(s) Len Engel			e Preside		Phone	(626) 25	8-13°	10	Fax (626) 258-1329
Street 3650 Rockwe	II, Ave	ity	El Monte	<u> </u>	State	CA	<u> </u>		^{Zip} 91731
10. Is your firm wholly or majo If yes, name of parent firm: State of incorporation/registrat		sidiary of a	nother firm? §	(No □ \	/es 				
11. Has your firm done busine Name(s):Name(s):							ne chang	e list the other n ge: ge:	arne(s):
12. Is your firm involved in an	company's name:			Yes					
13. Proposer acknowledges to may be rejected. The evaluate	at if any false, misleadi on and determination in ((a) I am making these	nthis area	shall be at the	e Director's so	le judgm	nent and the D	rectors	juogment snaii	be mar.
1. CHECK ONE:	OR (b) I am making these	e represen	tations all rep	resentation co	ntained i	in this proposa			and belief that they are true.
I declare under penalty of per	ury under the laws of C	aliforniat	nat the above i	information is	true and	correct.			
Signature of Proposer or Auth		UPA	~00	Jed				Date: Ja	nuary 16, 2012
Type name and title:	Len (∃ngel,	Vice Pre	śident					

SCHEDULE OF PRICES

FOR

EL SOL SHUTTLE SERVICES (2011-PA044)

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, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that wehre quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unite prices quoted, if any, will apply to the actual quantities, whatever they may be.

Item Description		Hourly Rate	Estimated Annual Hours	Total Proposed Annual Price (Hourly Rate x Estimated Annual Hours	
1	Rate for County-Owned Service Vehicle	\$ 39.39 / Hour	29,150	1,148,218.50	
2	Rate for Contractor-Provided Service Vehicle	\$ 44.13 / Hour	1,534	67,695.42	
	ESTIMATED 1	TOTAL ANNUAL HOURS	30,684	.1,215,913.92	
		TOTAL PROPOSED ANN	UAL PRICE	1,215,913.92	
LEGAL NAME OF	Southland T PERSON AUTHORIZED TO SUBJULT PROPOSAL	ransit, Inc.			
TITLE OF AUTHO	ORIZED PERSON				
Vice Pre	sident/COO				
DATE 4/5/20	012	STATE CONTRACTOR'S LICENSE NUMB	ER		
PROPOSER'S A					
	3650 Rockw	vell Avenue			
	El Monte,	CA 91731			
PHONE		FACSIMILE		E-MAIL	
	(626) 258-1310	(626) 258 1329		stransue@southlandtransit.com	

¹ It is estimated that Contractor-provided vehicles may be needed in place of County-provided vehicles for 5% of the total annual hours.



COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Address: 3650 Rockwell Ave. City: El Monte State: CA Zip Code: 91731 Telephone Number: (626) 258-1310 (Type of Goods or Services): Contract Transit and Paratransit Services If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jur Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form. Part I: Jury Service Program Is Not Applicable to My Business My business does not meet the definition of "contractor," as defined in the Program as it has not received aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontract (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that it exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period. My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, a \$50,000 oor less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, and felin below. I understand that the exemption will be lost and I must comply with the Program if the number employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of this contract, a \$50,000 oor less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, and felin below. I understand that the exemption wall be lost and I must comply with the Program if the number employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount the contract awarded, exceed \$50,000. Affiliate or subsidiary of a business dominant in its fi	Comp	pany Name: Southland Transit, Inc	<u> </u>		
Telephone Number: (626) 258-1310 (Type of Goods or Services): Contract Transit and Paratransit Services If you believe the Jury Service Program does not apply to your business, check th appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form. Part I: Jury Service Program Is Not Applicable to My Business My business does not meet the definition of "contractor," as defined in the Program as it has not received aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontract (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period. My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annu gross revenues in the preceding twelve months which, if added to the annual amount of this contract, a \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as definitely below. I understand that the exemption will be lost and I must comply with the Program if the number 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-tir employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount the contract awarded, exceed \$500,000. "Affiliate or subsidiary of a business dominant in its field of operation, or by partners, officers, directors, major stockholders, or the requivalent, of a business dominant in that field of operation. My business has and adheres to a written policy that provides, on an annual basis, n	Comp	pany Address: 3650 Rockwell Ave.			
If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form. Part I: Jury Service Program Is Not Applicable to My Business My business does not meet the definition of "contractor," as defined in the Program as it has not received a aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontrac (this exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period. My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annurgross revenues in the preceding twelve months which, if added to the annual amount of this contract, a \$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 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-tir employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount 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 percent owned by a business dominant in its field of operation, or by partners, officers, directors, major 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 provisions of the Program. ATTACH THE AGREEMENT. Part II: Certification of Compliance If the C	City:			State: CA	Zip Code: 91731
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d correct. int Name: Len Engel Vice President		regular pay for actual jury service for full-	time employees of the	e business who are a	sis, no less than five days o lso California residents, or m
Len Engel Vice President			of the State of Cali	fornia that the infor	mation stated above is tru
1 Detail	nt Name	e:	Title:		
pature: January 16, 2012	Len	Engel	Vie	ce President	
	nature:	Undagel	Date: Ja	nuary 16, 2012	

DORIGINAL

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

El Sol Shuttle Service	Southland Transit, Inc.	January 18, 2012
PROPOSED CONTRACT FOR:	SERVICE BY PROPOSER	PROPOSAL DATE: Januar

the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances 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 surrounding any and all fatalities.

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2006	2007	2008	2009	2010	Total	Current Year
							to Date
1. Number of contracts.	26	27	25	24	22	123	22
2. Total dollar amount of Contracts (in thousands of dollars).	33,426	36,142	43,690	33,455	34,097	180,810	*
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	18	14	26	14	11	83	17
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	2	3	4	0	0	7	0
6. Number of lost workdays.	4,276	1,939	2,461	1,099	598	10,373	1,15

The above information was compiled from the records that are available to me at this time, and Leclare under penalty of perjury that the information is true and Southland Transit, Inc. fiscal year is January to Degember, we have not yet invoiced for 2012 accurate within the limitations of those records.

January 10,	Date	
<i>)</i>	Signature	
l on Frae	No. of Democrat Authorized Apent (print)	Name of Proposer of Administed Agent (Print)

CONTRACTOR'S DRIVER SAFETY RECORD

explanation of the data, which the Proposer would like taken into considerationby the County in evaluating the Proposer's drivers' safety record. An 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 The requested information must include all bus operations related work undertaken within the State of California by the Proposer and/or any partnership, 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 accidients and fires, and its total number of bus fatalities, if any, for each of the last five-calendar years. The NTD uses the following Federal Transportation Authority's definition of a reportable accident:

- a. Injuries requiring immediate medical attention.
- b. Property damage equal to or greater than \$7,500, including all damage (transit and nontransit) resulting from the accident
 - All nonarson fires that occur in a revenue service bus (operating in or out of revenue service).

Five-Calendar Years Prior to Current Year

The above information was complied 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

3650 Rockwell Ave

Address

El Monte, CA 91731 City

Signature

PUC 216255
PUC Permit Number and Classification

(626) 258-1310

Telephone Number

CONFLICT OF INTEREST CERTIFICATION

		001	TI LIOT OF INTERICOT OF	
ı, <u>Le</u>	n Engel			
	sole ov	<i>r</i> ner		
	_	l partner		◯ ORIGINAL
	. -	ing member		
	_	-	y, or other proper title) Vice Pre	esident
		•	•	
of Southl	and Tra	nsit, Inc.		
			Name of proposer	
make this cert scope of Los A	ification i	n support of County Code	a proposal for a contract with the Section 2.180.010, which provide	County of Los Angeles for services within the es as follows:
contra below	act with, a , unless	and shall rei	ject any bid or proposal submitte	tion of this code, the county shall not ed by, the persons or entities specified i circumstances exist which justify the
	1.	Employees the govern		ies for which the board of supervisors is
	2.	Profit-maki subsection	ing firms or businesses in which on A serve as officers, principals, pa	employees described in subdivision 1 of artners, or major shareholders;
	3.	Persons v provisions	who, within the immediately proof subdivision 1 of subsection A,	eceding 12 months, came within the and who:
			ere employed in positions of s rvice to be performed by the cont	ubstantial responsibility in the area of ract; or
			articipated in any way in der ecifications; and	veloping the contract of its service
	4.	Profit-mak subdivisior shareholde	n 3 of subsection A, serve as	ch the former employees described in officers, principals, partners, or major
contract do n that no Count competing co capacity by t understand a cancellation of	ot fall with the contract, and agree of any cor	thin scope of ree whose pound no spou actor herein that any fattract awards	f the Los Angeles County Code Sosition in the County enables him/ use or economic dependent of so , or has or shall have any direct alsification in this Certificate will ad pursuant to this Proposal.	oped and/or participated in the preparation of the Section 2.180.010 as cited above. Furthermore ther to influence the award of this contract, or an esuch employee is or shall be employed in an endirect financial interest in this contract. If be grounds for rejection of this Proposal and
I certify under	r penalty	o perjury un	der the laws of California that the	toregoing is true and correct.
/		(WU 9)	/	note January 16, 2012

PROPOSER'S REFERENCE LIST

PROPOSER NAME: _	Southland	d Transit, Inc.		
PROPOSED CONTRA	CT FOR:	El Sol Shuttle		

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES All contracts with the County during the previous three years must be listed

SERVICE: Whittier Dial-A-Ride	SERVICE DATES: 1999 to present	SERVICE: East LA Dial-A-Ride	SERVICE DATES: 1994 to present	
DEPT/DISTRICT: Departm	ent of Public Works	DEPT/DISTRICT: Department of Public Works		
CONTACT: Jordan Catane	se	CONTACT: Sandra Perez		
TELEPHONE: 626-458-396	64	TELEPHONE: 626-458-3955		
FAX: 626-972-5359		FAX: 626-972-5359	FAX: 626-972-5359	
EMAIL: jcatanese@dpw.lac	ounty.gov	EMAIL: saperez@dpw	lacounty.gov	

SERVICE: South Whittier Shuttle	SERVICE DATES: 2006 to present	SERVICE: SERVICE DATES: Avocado Heights/E Valinda 2005 to present		
DEPT/DISTRICT: Department of Public Works		DEPT/DISTRICT: Department of Public Works		
CONTACT: Vanessa Rachal		CONTACT: Vanessa Rachal		
TELEPHONE: 626-458-3960)	TELEPHONE: 626-458-3960		
FAX: 626-972-5359		FAX: 626-972-5359		
EMAIL: vrachal@dpw.lacoun	ty.gov	EMAIL: vrachal@dpw.lacounty.gov		

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: ADA Paratransit Service	SERVICE DATES: 2006 to present		SERVICE: SERVICE DATES: Fixed Route Transit 2005 to present		
DEPT/DISTRICT: Riverside Transit Agency			DEPT/DISTRICT: LA County MTA		
CONTACT: Virginia Werly		CONTACT: Liz Carter			
TELEPHONE: 951-565-5184	 		TELEPHONE: 213-922-2	2802	
FAX: 951-538-2503			FAX: 213-922-4316		
EMAIL: VWerly@riversidetrans	sit.com		EMAIL: saperez@dpw.lacounty.gov		

SERVICE: Fixed & Flex Route Transit	SERVICE DATES: 2004 to 2011	SERVICE: ADA Paratransit	SERVICE DATES: 2005 to present
DEPT/DISTRICT: San Diego MTS		DEPT/DISTRICT: ACCESS Services, Inc.	
CONTACT: John Davenport		CONTACT: Shelly Ve	errinder
TELEPHONE: 619-595-3087		TELEPHONE: 213-27	70-6000
FAX: 619-595-9502		FAX: 213-270-	
EMAIL: john.davenport@sdmts.com		EMAIL: verrinder@as	sila.org

Fixed Route & DAR 2001 to present		
DEPT/DISTRICT: City of West Covina		
CONTACT: Scott Smilowitz		
TELEPHONE: 626-814-8431		
FAX: 626-814		
EMAIL: agonzalez@covinaca.gov		
- -		

SERVICE DATES: 1998 to present		SERVICE: SERVICE DATES: General Public DAR 1975 to present		
DEPT/DISTRICT: City of Alhambra		DEPT/DISTRICT: City of Arcadia		
CONTACT: Mary Chavez		CONTACT: Linda Hui		
TELEPHONE: 626-570-5067		TELEPHONE: 626-574-5435		
FAX: 626-576-8526		FAX: 626-447-3309		
nbra.org	EMAIL: Ihui@ci.arcadia.ca.us		ia.ca.us	
	1998 to present	1998 to present	1998 to present General Public DAR DEPT/DISTRICT: City CONTACT: Linda Hui TELEPHONE: 626-57 FAX: 626-447-3309	

SERVICE: Fixed Route & DAR	SERVICE DATES: 2002 to present	SERVICE: SERVICE DATES: Fixed Route & DAR 2008 to present		SERVICE DATES: 2008 to present	
DEPT/DISTRICT: City of El Monte			DEPT/DISTRICT: City of Rosemead		
CONTACT: Gwynn Stevens			CONTACT: Chris Marcarello		
TELEPHONE: 626-580-2217			TELEPHONE: 626-569-2118		
FAX: 626-580-2238			FAX: 626 307-9218		
EMAIL: dmoraza@ci.el-monte.ca.us			EMAIL: cmarcarello@cityofrosemead.org		

SERVICE: Dial-A-Ride	SERVICE DATES: 1994 to present	SERVICE: Trolley & Dial-A-Ride	SERVICE DATES: 2000 to 2011	
DEPT/DISTRICT: City of Glendale		DEPT/DISTRICT: City of Monrovia		
CONTACT: Kathryn Engel		CONTACT: Craig Jimenez	CONTACT: Craig Jimenez	
TELEPHONE: 818-548-3960		TELEPHONE: 626-932-55	TELEPHONE: 626-932-5537	
FAX: 818-4097027		FAX: 626-932-5580		
EMAIL: KEngel@ci.glendale.ca.us		EMAIL: cjimenez@ci.mor	nrovia.ca.us	

SERVICE: Dial-A-Ride	SERVICE DATES: 2000 to present	SERVICE: Fixed Route & DAR	SERVICE DATES: 1994 to present	
DEPT/DISTRICT: City of Pico Rivera		DEPT/DISTRICT: City of La Puente		
CONTACT: Raymond Chavez		CONTACT: Beth Chow		
TELEPHONE: 562-801-4388		TELEPHONE: 626-855-1500		
FAX: 562-801-4765		FAX: 626-330-4000		
EMAIL: rchavez@pico-rivera.org		EMAIL: commdev@lapuente.org		

SERVICE: Dial-A-Ride	SERVICE DATES: 2008 to 2011	
DEPT/DISTRICT: City of Covina		
CONTACT: Alex Gonzales		
TELEPHONE: 626-348-5519		
FAX: 626-348-5479		
EMAIL: agonzalez@covinaca.gov		

SERVICE: Employee Shuttle	SERVICE DATES: 2006 to present	
DEPT/DISTRICT: CareFusion		
CONTACT: Frank Moton Jr		
TELEPHONE:		
FAX:		
EMAIL:		

SERVICE: Employee Shuttle	SERVICE DATES: 2005 to present	
DEPT/DISTRICT: Science Applications International Corporation		
CONTACT: Debra Gutzmer		
TELEPHONE: 858-626-6333		
FAX: 858-626-6333		
EMAIL: DEBRA.L.GUTZMER@saic.com		

SERVICE: Qualcomm Shuttle	SERVICE DATES: 2005 to present	
DEPT/DISTRICT: City of San Diego		
CONTACT: Michelle Keley		
TELEPHONE: 619-641-3107		
FAX: 619-283-0460		
EMAIL: MKelley@sandiego.gov		

SERVICE: Developmentally Disabled Transit	SERVICE DATES: 2001 to present	
DEPT/DISTRICT: Kern Regional Center		
CONTACT: Michal C Clark		
TELEPHONE: 661-327-8531		
FAX: 661-324-5060		
EMAIL: krcmail@kernrc.org		



FORM PW-7

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Propose	e's Name Southland Transit, Inc			
Address	3650 Rockwell Ave, El Monte, CA 91731			
Internal	Revenue Service Employer Identification Number 95-4866709			
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 is all phases of employment.		YES	
2.	The proposer periodically conducts a self- analysis or utilization analysis or its work force.	f ⊠	YES NO	
3.	The proposer has a system for determining if its employment practices ar discriminatory against protected groups.		YES NO	
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.		YES NO	
[]				
Propos	ser Southland Transit, Inc.			
Signat	(in angel	January 16	5, 2012	

LIST OF SUBCONTRACTORS

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

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

Name Under Which Subcontractor Is Licensed	License Number	Address	Specific Description of Subcontract Service
·			

All p	proposers responding to the Re	quest for Pro	osals	must co	mplet	e and retu	ırn thi	s form 1	or proper	
cons	sideration of the proposal. FIRM NAME: Southland Trans	it Inc		<u>. </u>					<u> </u>	
-		<u> </u>				-				
	My County (WebVen) Vendor Nu									
I.	LOCAL SMALL BUSINESS ENT	ERPRISE PRE	FERE	NCE PRO	<u>)GRA</u>	<u>M:</u>				·
	As Local SBE certified by this proposal/bid's subm	y the County o	f Los A	ngeles O roposal/t	ffice o	of Affirmativ	e Action	on Com e Local	pliance as o	of the date of ence.
	Attached is a copy of Local SBE certification issued by the County.									
II.	FIRM/ORGANIZATION INFORMATION: award, contractor/vendor will be selected	The information without regard to	requeste race/eth	ed below is anicity, colo	for stat r, religi	Istical purpos on, sex, natio	ses only onal orig	On final in, age, s	analysis and c exual orientati	consideration of on or disability.
	Business Structure: Sole Proj	orietorship 🔲 I	Partnersh	nip	\mathbf{X}	Corporation	□ No	nprofit	Franchise	
	Other (Please Specify):			<u> </u>	<u>. </u>					
	Total Number of Employees (including	ng owners): 65	 6							
	Race/Ethnic Composition of Firm.			total numb	er of in	dividuals into	the foll	owing cat	egories:	
		lease distribute a		(Table		Maria Cara				
	Frankling and Armed Arman								1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Section 1 months
	Black/African American					2		3	85	89
	Hispanic/Latino				<u> </u>	4		6	210	129
	Asian or Pacific Islander				<u> </u>	2			40	5
	American Indian				 	-			1	1
	Filipino				_					
	White	1			<u> </u>	7		3	38	30
III.	PERCENTAGE OF OWNERSHIP IN FI	RM: Please indic	ate by pe	ercentage (%) how	ownership o	of the fin	n is distri	outed.	
	Bjack/African All	Hispanie Latino	As	lan or Pac Islander	IIIE.	American (FI	ipi n o	
	Men %	%			%		<u>%</u>		%	100 %
	Women %	<u>%</u>	 		%		%		%	<u>%</u>
IV.	currently certified as a minority, women following and attach a copy of your productions.	en, disadvantage of of certification.	d or disa (Use ba	abled veter ck of form,	an ow if neces	ned busines: ssary.)	s enterp	orise by a	public agend	cy, complete the
			والأأرا ألما		L. Landon		agell	DEFE	tre ean	Expirationical
								·		
√ .	DECLARATION: I DECLARE UNDER INFORMATION IS TRUE AND CORRE	PENALTY OF P	ERJURY	UNDER T	HE LA	WS OF THE	STATE	OF CALI	FORNIA THA	T THE ABOVE
	Authorized Signature:			<u> </u>	itle:				Date:	
	Muca	n			Vice	<u>Preside</u>	nt		<u> </u>	<u>y 16, 2012</u>

The undersigned: has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and General Relief Opportunity for Work (GROW) employment programs. OR declares a willingness to consider GAIN and 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 and 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 Vice President

Date

January 19, 2012

Firm Name

Southland Transit, Inc.



CHARITABLE CONTRIBUTIONS CERTIFICATION

Southland Transit, Inc.				
Company Name				
3650 Rockwell Ave., El Monte, Ca 91731				
Address				
95-4866709				
Internal Revenue Service Employer Identification	Number			
California Registry of Charitable Trusts "CT" numb	er (if applicable)			
The Nonprofit Integrity Act (SB 1262, Chapter 919 Trustees and Fundraisers for Charitable Purpose charitable contributions.) added requirements is Act, which regulate	to Califories those re	nia's S ceivin	Supervision of g and raising
CERTIFIC	CATION	YES	NO	0
Proposer or Contractor has examined its activities it does not now receive or raise charitable con under California's Supervision or Trustees a Charitable Purposes Act. If Proposer engages in it to those laws during the term of a County of comply with them and provide County a copy of with the California State Attorney General's Retrusts when filed.	ntributions regulated nd Fundraisers for activities subjecting ontract, it will timely its initial registration	(X)	()
	OR			
Proposer or Contractor is registered with the Charitable Trusts under the CT number lister compliance with its registration and reporting California law. Attached is a copy of its most Registry of Charitable Trusts as required by Title of Regulations, sections 300-301 and Government 12585-12586.	ed above and is in requirements under recent filing with the e 11 California Code		(
(m cagr	Januar	y 16, 2012		
Signature	Date			
Len Engel, Vice President Name and Title (please type or print)				



TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

	COMPANY NAME: Southland Transit, Inc.				
	COMPANY ADDRESS: 3650 Rockwell Ave.				
	CITY: El Monte	STATE: CA	ZIP CODE: 91731		
X	I am <u>not</u> requesting consideration Preference Program.	under the County's	Transitional Job Opportunities		
l h	nereby certify that I meet all the requirem	ents for this program	:		
	My business is a non-profit corporati Section 501(c)(3) and has been such f	ion qualified under Intor three years (attach I	ternal Revenue Services Code - RS Determination Letter);		
0	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 to help the program participants, requested by the contraction	number of past prog	ption of its components designed ram participants and any other		
	I declare under penalty of perjury information herein is true and corre	under the laws of t	the State of California that the		
	PRINT NAME:		TITLE:		
	Len Engel		Vice President		
	SIGNATURE: Un ough		DATE: January 16, 2012		
F	REVIEWED BY COUNTY:				

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE



PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: Southland Transit, Inc.

	s not had any contracts terminated	i in the past three years	s.			
those contracts tenterminated, please a Proposer or not. A noted that contract	minated by an agency or firm t attach an explanation on a <u>separ</u> any and all terminated contracts	pefore the contract's e rate sheet, whether the should be accompanie of be listed. The Cou	ree years. Terminated contracts are expiration date. If a contract(s) was a termination was at the fault of the ed with an explanation. It should be unty is only seeking information on			
SERVICE:	TERMINATING DATE:	SERVICE:	TERMINATING DATE:			
NAME OF TERMINA	TING FIRM	NAME OF TERMINA	ATING FIRM			
ADDRESS OF FIRM		ADDRESS OF FIRM	И			
CONTACT PERSON	:	CONTACT PERSO	N:			
TELEPHONE:		TELEPHONE:				
FAX:		FAX:	FAX:			
E-MAIL:		E-MAIL:				
SERVICE:	TERMINATING DATE:	SERVICE:	TERMINATING DATE:			
NAME OF TERMINA	ATING FIRM	NAME OF TERMIN	IATING FIRM			
ADDRESS OF FIRM	I	ADDRESS OF FIR	M			
CONTACT PERSON	N :	CONTACT PERSO	DN:			
TELEPHONE:		TELEPHONE:				
FAX:		FAX:				
E-MAIL:	\sim	E-MAIL:				
SIGNATURE	n, Engel	DATE: Janua	ry 16, 2012			





PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's	Name: Southland Transit, Inc.
anv	poser and/or principals are not currently involved in any pending litigation; are not aware of threatened litigation where they would be a party; and have not had any judgments ered against them within the last five years as of the date of proposal submission.
pending li	and/or principals of the Proposer must list below (use additional pages if necessary) aligation, threatened litigation, and/or any judgments entered against them within the last five fithe date of proposal submission.
A. 🖾	Pending Litigation
1. 2. 3. 4. 5.	Against 🗵 Proposer; 🗆 Principal; 🗀 Both (check as appropriate) Name of Litigation/Judgment: Mario Morales v Southland Transit, Inc. Case Number: BC434143 Court of Jurisdiction: Superior Court of California, County of Los Angeles, Central Distr Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary): on law suit alleging wage-and-hour violations. Size and scope unknown at this time
B. 🗵	Pending Litigation ☐ Threatened Litigation ☐ Judgment (check one)
	1. Against ☑ Proposer; ☐ Principal; ☐ Both (check as appropriate)
	2. Name of Litigation/Judgment: Robert Strauther v Southland Transit
	3. Case Number: BC432266
	 Court of Jurisdiction: Superior Court of California, County of Los Angeles Please provide a statement describing the size and scope of the pending/threatene
Suit all	litigation or judgment (use additional page if necessary): eges race discrimination. Size and scope unknown at this time
Signatur	e of Proposer: Date: January 16, 2012



FORM PW-16

EL SOL SHUTTLE SERVICES (2011-PA044)

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

	Southland Transit, Inc.
Pro	poser's Name
	3650 Rockwell Ave., El Monte, CA 91731
Add	dress
	If awarded the contract: Proposer <u>will</u> comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer <u>will</u> procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.
	If you check this box, your proposal will be determined nonresponsive and your proposal will be disqualified. Proposer will not comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will not procure, maintain and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.
5	Signature of Proposer:



CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The Proposer certifies that:				
■It is familiar with the terms of the County of Los Los Angeles County Code Chapter 2.206; AND	Angeles Defaulted Property Tax Reduction Program,			
the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, s that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; AND				
The Proposer/Bidder/Contractor agrees to comply Program during the term of any awarded contract	with the County's Defaulted Property Tax Reduction			
	-OR-			
I am exempt from the County of Los Angeles De Los Angeles County Code Section 2.206.060, for	efaulted Property Tax Reduction Program, pursuant to the following reason:			
I declare under penalty of perjury under the laws of above is true and correct.	of the State of California that the information stated			
Print Name: Lep Engel	Title: Vice President			
Signature: Un Ougr	Date: January 16, 2012			
0				



DISPLACED TRANSIT EMPLOYEE DECLARATION

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

	subcontractor for a period of not less	mployees of the prior contractor and/or than 90 days pursuant to California Labor d, the 10 percent preference will be given.
	OF	t
		retain the employees of the prior contractor ys pursuant to California Labor Code 1070- ercent preference will NOT be given.
Signature	(In Engel	Title Len Engel Vice President
Firm Name	e Outhland Transit, Inc.	Date January 16, 2012

EL SOL SHUTTLE SERVICES

PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP

PROPOSER MUST CHECK A BOX IN EVERY SECTION

At the time of proposal submission, Proposer must meet the following minimum requirements:

- 1. Proposer must have a minimum of three years experience providing the same or similar fixed route services for governmental or social service agency(ies).
 - Yes. Proposer does meet the experience requirement stated above. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to support this minimum mandatory requirement in order to provide for a meaningful evaluation).

No. of Years	Description of Service
10	Southland Transit, Inc. has been providing fixed route, general public dial-a-ride and ADA paratransit services since June of 2001 when it was formed merging transit projects from San Gabriel Transit and R&D Transportation services. San Gabriel Transit has been providing services for over 55 years.

- No. Proposer does not meet the experience requirement stated above. If you check this box, your proposal will be immediately disqualified as non-responsive.
- 2. Proposer's Project Manager must have a minimum of three years experience providing the same or similar fixed route services for governmental or social service agency(ies).
 - Yes. Proposer's Project Manager does meet the experience requirement stated above. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to support this minimum mandatory requirement in order to provide for a meaningful evaluation).

Name	No. of Years	Description
Panya Chhoeuy	10+	Mr. Chhoeuy joined Southland Transit in June 2006 as location General Manager. He has over 10 years experience managing operations, at least, the size of the El Sol Shuttle.

	No. Proposer's Project Manager does not meet the experience requirement stated
_	above. If you check this box, your proposal will be immediately disqualified as
	non-responsive.

Proposer's Maintenance Manager must have a minimum of three years' experience in 3. maintaining similar fleets of transit vehicles. Yes. Proposer's Maintenance Manager does meet the experience requirement stated above. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to support this minimum mandatory requirement in order to provide for a meaningful evaluation). Description No. of Years Name Jaime has significant experience in transit maintenance Jaime Aguilar 21 management. Additionally, he has worked in inventory control transit operations. Proposer's Maintenance Manager does not meet the experience requirement stated above. If you check this box, your proposal will be immediately disqualified as non-responsive. Proposer has passed all California Highway Patrol (CHP) Safety Compliance Inspections (or 4. passed all reinspections) of the Proposer's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections (California Vehicle Code 34501.c). Yes. Proposer does meet the minimum mandatory requirement stated above and has received a "Satisfactory" rating on the CHP's Safety Compliance Inspections (or passed all reinspections) of the Proposer's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections. Proposer has received an "Unsatisfactory" rating on the CHP's Safety Compliance Inspections of the Proposer's maintenance facilities or terminals to be used for the proposed contract for the pnor three 13-month inspections, however, has remedied the problem by means of receiving a "Conditional" or "Satisfactory" rating within the CHP's 120-day reinspection period and/or recieved a "Conditional" rating and upgraded to a "Satisfactory" rating within the CHP's 180-day reinspection period as evidenced by the CHP Safety Compliance Inspection reports attached to proposal.

proposal will be immediately disqualified as non-responsive.

No. Proposer does not meet the minimum mandatory requirement stated above.

Proposer has received an "Unsatisfactory" rating and <u>did not</u> upgrade the rating to a "Conditional" or "Satisfactory" within the CHP's 120-day reinspection periods and/or received a "Conditional" rating and <u>did not</u> upgrade the rating to "Satisfactory" within the CHP 180-day reinspection period, whether on the initial inspection or the CHP reinspection, the Proposer will have failed this criteria. <u>If you check this box, your</u>

П



FORM PW-19

5.	Proposer must provide a spare service vehicle(s) equipped with properly working air conditioning and wheelchair lift equipment in the event that any assigned vehicle breaks down. The spare vehicle(s) must meet or exceed the service vehicle requirements as set forth in Exhibit H, Contractor-Provided Spare Service Vehicle Requirements. If the Proposer does not meet the spare service vehicle(s) requirement at the time of submission, but fully intends to comply if awarded the contract the Proposer must provide an affirmative statement that upon start of the contract, the spare service vehicle(s) will comply with Exhibit H, Contractor-Provided Spare Service Vehicle Requirements.		
		Yes. Proposer does meet the spare service vehicle(s) require addition to responding on this form, as specified in Part I, Sec please provide a detailed narrative in your proposal to support the requirement.	ction 2.A.9, Equipment,
		Proposer does not meet the spare service vehicle(s) require present, but fully intends to comply if awarded the contract. The with the spare service vehicle requirements set forth in Part I, So of this Request for Proposals. (This commitment is evident by Fundamental whole when and how the Proposer plans to meet contractor spare vehicle requirements submitted in the proposal.	ne Proposer will comply ection 2.A.9, Equipment Proposer's detailed plan the minimum required
1 decl	No. Proposer's does not meet the spare service vehicle(s) requirement stated above and does not intend to comply. If you check this box, your proposal will be immediately disqualified as non-responsive. Seclare under penalty of perjury that the above information is true and accurate.		
Southland Transit, Inc.			
Propose	r's Name:		
		II Ave., El Monte, CA 91731	
Address	:		
	Len Engel, Vice President		
Authoriz	ed represer	itativ9:	
1		11 7h	January 16, 2012

EL SOL SHUTTLE SERVICES

PROPOSER'S COMPLIANCE WITH THE CERTIFICATION/LICENSING REQUIREMENTS OF THE RFP

PROPOSER MUST CHECK A BOX IN EVERY SECTION AND SUBMIT NAMES OF CERTIFIED/LICENSED PERSONNEL

At the time of proposal submission, Proposer must meet the following Certification/Licensing requirements:

- 1. Proposer must submit copies of all National Institute for Automotive Service Excellence (ASE) Certification in H-4 ASE Transit Bus Brake test for all maintenance personnel identified or Proposer must submit an affirmative statement that all of Proposer's maintenance personnel assigned to this Contract, within 12 months of the date of hire or the start of the contract, whichever occurs last, will obtain ASE certification in the H-4 ASE Transit Bus Brake test.
 - Yes. Proposer does meet the license/certification requirement stated above. In addition to responding on this form, please provide the names of all mechanic staff assigned to this Contract and indicate type of ASE certifications they possess, if any if any on the chart below.

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

Employees with ASE Certifications			
Employee Name	Types of Certification		Directly Employed by the Contractor (Yes or No)
Fernando Murrieta	Transit Bus Technician		Yes
	Brakes	06/30/2016	
	Electrical/Electronics Systems	06/30/2015	
	Heating, Ventilation, and A/C	12/31/2015	
	Medium/Heavy Truck Technician		
	Brakes	12/31/2015	
	Electrical/Electronic Systems	12/31/2016	
	Heating, Ventilation, and A/C	06/30/2015	
	Preventive Maintenance & Inspec	tion 12/31/2015	
	Master Automobile Technician		
	Engine Repair	06/30/2015	
	Manual Drive Train & Axles	12/31/2014	
	Suspension & Steering	12/31/2012	
	Brakes	06/30/2012	
	Electrical/Electronic Systems	12/31/2016	
	Heating & AC	06/30/2015	

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

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

Mechanics Assigned to this Contract	
Employee Name	Types of Certification (List multiple, if applicable)
Fernando Murrieta	H-4 ASE Transit Bus Brake Test T-4 ASE Heavy/Medium Truck Brake Test

- No. Proposer's mechanic staff assigned to this Contract does not meet the certification/licensing requirement stated above and the request to affirmative statement will not be provided. If you check this box, your proposal will be immediately disqualified as non-responsive.
- 2. Proposer shall submit a copy of a MACS certification or the equivalent ASE vehicle air conditioning system certification in the medium/Heavy Duty Truck, School Bus, or Transit Test Series for at least one member of their maintenance personnel identified under Number 1 of this Form.
 - Yes. Proposer does meet the license/certification requirement stated above. (In addition to responding on this form, please provide the name of mechanic staff assigned to this Contract and indicate type of certification they possess, i.e. MACS or equivalent.)

Employee Name	Type of Certification	
Fernando Murrieta	ASE Transit - Heating, Ventilation, and A/C ASE Truck Heating, Ventilation, and A/C	

No. Proposer's mechanic staff does not meet the certification/licensing requirement
 stated above. If you check this box, your proposal will be immediately disqualified
as non-responsive.



National Institute for

AUTOMOTIVE SERVICE EXCELLENCE

Be it known that

FERNANDO MURRIETA

the National Institute for Automotive Service Excellence and is hereby ASE CERTIFIED in has sucessfully passed the examinations and met the work experience requirement prescribed by the service areas listed below:

TRANSIT BUS TECHNICIAN

ARJEAS OF DEMONSTRATIED ACHIEVEMENT

KES

ELECTRICAL/ELECTRONIC SYSTEMS

HEATING, VENTILATION, AND A/C

ENPIRES

JUNE 30, 2016 JUNE 30, 2015 **DECEMBER 31, 2015**

GIVEN THIS 30TH DAY OF JUNE 2011, AT LEESBURG, VIRGINIA

ASE-1684-4523

VSE IDENTIFICATION NUMBER

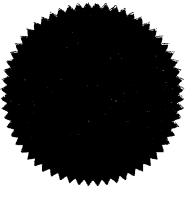
TIMOTHY A ZHAM, Problem



National Institute for

AUTOMOTIVE SERVICE EXCELLENCE

Be it known that



FERNANDO MURRIETA

the National Institute for Automotive Service Excellence and is hereby ASE CERTIFIED in has successfully passed the examinations and met the work experience requirement prescribed by the service areas listed below.

MASTER AUTOMOBILE TECHNICIAN

JUNE 30, 2015

DECEMBER 31, 2012 DECEMBER 31, 2016 DECEMBER 31, 2014 DECEMBER 31, 2011 DECEMBER 31, 2011 ENPIRES VRIEAS OF DEMONSTRATED ACHIEVEMENT AUTOMATIC TRANSMISSION/TRANSAXLE ELECTRICAL/ELECTRONIC SYSTEMS HEATING AND AIR CONDITIONING MANUAL DRIVE TRAIN AND AXLES SUSPENSION AND STEERING ENGINE REPAIR

JUNE 30, 2015

** ** **

ENGINE PERFORMANCE

JUNE 30, 2012

GIVEN THIS 31ST DAY OF AUGUST 2011, AT LEESBURG, VIRGINIA

ASE-1684-4523

ASE JDI VUITE ABON VUNIBER

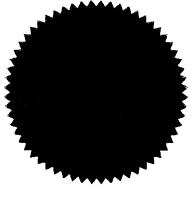
1 mothy G. Bu. miles



National Institute for

AUTOMOTIVE SERVICE EXCELLENCE

Be it known that



FERNANDO MURRIETA

the National Institute for Automotive Service Excellence and is hereby ASE CERTIFIED in has successfully passed the examinations and met the work experience requirement prescribed by the service areas listed below.

MEDIUM/HEAVY TRUCK TECHNICIAN

AREAS OF DEMONSTRATED ACHIEVEMENT

RAKES

ELECTRICAL/ELECTRONIC SYSTEMS

HEATING, VENTILATION, AND A/C

PREVENTIVE MAINTENANCE AND INSPECTION

EXPIRES
DECEMBER 31, 2015

JUNE 30, 2015

DECEMBER 31, 2016

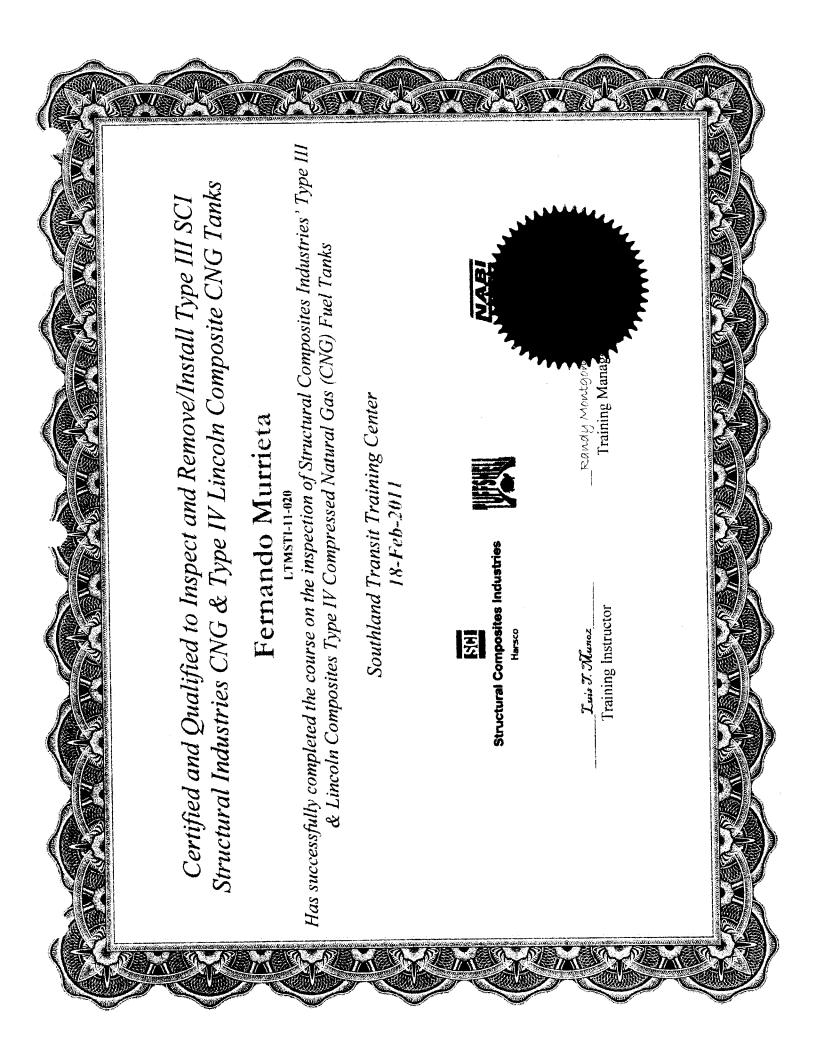
DECEMBER 31, 2015

GIVEN THIS 31ST DAY OF AUGUST 2011, AT LEESBURG, VIRGINIA

ASE-1684-4523

AST UDENTIFICATION NEMBER

Trough G. Sul



- 3. Proposer has submitted copies of the Proposer's employees' valid State of California Department of Motor Vehicles Class B (with "P" endorsements) commercial driver's licenses, as well as any other required licenses or endorsements required by Federal, State, and local regulations.
 - Yes. Proposer has submitted copies of the Proposer's employees' valid State of California Department of Motor Vehicles (DMV) Class B (with "P" endorsement) commercial driver's licenses as well as any other required licenses or endorsements required by Federal, State, and local regulations. (In addition to responding on this form, as specified in Part I, Section 2.A.11, Licenses and Certifications, please provide copies in your proposal and provide the names of the staff assigned to this Contract and indicate type of certification they possess to support this minimum mandatory requirement).

Employee Name	Class of Drivers License	"P" endorsement (Yes or No)
Estrella Aguilera	В	Yes
Victoria Rivera Alcaraz	B	Yes
Cesar Amaya	Α	Yes
Danny Bishop, II	Α	Yes
Jose Castellanos	В	Yes
Juan Castillo	В	Yes
Lucio Centeno	В	Yes
Raymond Davis	В	Yes
Javier Galvez	Α	Yes
Charles Holly	Α	Yes
Christina Rosales	В	Yes
David Thompson	В	Yes
outhland Transit, Inc expects to offer employr ontractor. The individuals listed would be ava umber of operators.	ment to eligible vehicle operator illable should we not be able to	s of the current hire adequate
		1

No. Proposer did not submit copies of the Proposer's employees' valid State of California Department of Motor Vehicles (DMV) Class B (with "P" endorsement) commercial driver's licenses as well as any other required licenses or endorsements required by Federal, State, and local regulations. If you check this box, your proposal will be immediately disgualified as non-responsive.

Southland Transit - Class A/B Operators with Passenger Endorsement ON CALIFORNIA ON COMMERCIAL DRIVER LICENSE **CALIFORNIA** ryp 89/17/2016 END P ESTRELLA MARIA AGUILEMA IN ALCARAZ FN VICTORIA RIVERA 09171963 86/23/2818 617 15 FD/13 98/82/2011 MEDICAL EXAMINER'S CERTIFICATE Icertify that I have exemined Vitoria River in accordance with the Federal Motor Carrier Safety Regulations (49 CFR 391. 41-391. 49) and with knowledge of the driving duties, I find this person qualified; and, if applicable, only when I find this person qualified, and, if applicable, only when: wearing corrective itenses. wearing hearing aid. accompanied by a meaning corrective lenses wearing hearing aid. accompanies by a Skill Performance Evaluation Caroficate (SPE) accompanied by a accompanied by a Skill Performance Evaluation Certificate (SPE) qualified by operation of 49 CFR 381 64 qualified by operation of 49 CFR 391 64 oriving within an exempt intracity zone (49 CFR 391 82) driving within an exempt intracity zone (49 CFR 391.62) The information i have provided regarding this physical examination is true and complete. A complete examination form with any The information I have provided regarding this physical examination is true and complete. A complete examination form with any arrachment embodies my findings completely and correctly, and is on file in my office. attachment embodies my findings completely and correctly, and is on file in my office. 0/19/10 V 10 □ 00 □ 01# MEDICAL EXAMENTE INVESTIGATE OFFI Z to [] co [] c ERLCENSE NO BUCESSE NO STATE OFFICE AND A DANGERS MEDICAL CERTIFICATE EXPRATION DATE 4/10/12 OL SIA MEV. EDIGICI

Southland Transit – Class A/B Operators with Passenger Endorsement

CALIFORNIA COMMERCIAL DRIVER LICENSE OL EXAS A EXP 10/13/2016 END P LN AMAYA FN CESAR SEX M HAIR BRIN EYES BRN HGT END DD 82/17/22687848/RBNCCFE116 09/26/2011	COMMERCIAL DRIVER LICENSE CLASS: A ENCORS: TPN EXPLINES 18-27-12 DANNY ONEAL BISHOP, 11 SEX.M. HAIR-BLK PYES-SMA HARM PART 18-11 BZ/17/2800 532 B4 10/12
MEDICAL EXAMINER'S CERTIFICATE I contrily that I have examined	Itersfly that I have examined in accordance with the Federal Mole? Carrief Safety Regulations (49 CFR 391, 41-391, 49) and with knowledge of the driving duties. I find this person qualified; and, if applicable, only when waring hearing sid. wearing corrective anses. wearing corrective anses. wearing hearing sid. accompanied by a Skill Performance Evaluating Certificate (SPE) qualified by operation of 48 CFR 391.62. developed by operation of 48 CFR 391.62. developed within an exampt intracity zone et 9 CFR 391.62. developed by a Skill Performance Evaluating this physical examination is see side of complete intractions and correctly. Bird on this in ray office. FOLD FERE! DATE

Southland Transit – Class A/B Operators with Passenger Endorsement

COMMERCIAL DRIVER LICENSE CLASS: B CHOOKS: P C	CALIFORNIA COMMERCIAL DRIVER LICENSE DL EASS B EXP 12/23/2015 END P LN CASTILLO FN JUAN CARLOS RSTR 64 12231978 SEX N NJ SYES EN
Icentify that I have examined	MEDICAL EXAMINER'S CERTIFICATE Toertify that I have examined

Southland Transit - Class A/B Operators with Passenger Endorsement CALIFORNIA COMMERCIAL DRIVER LICENSE CALIFORNIA COMMERCIAL DRIVER LICENSE CARS B EXP 02/05/2016 END P EXP 06/16/2015 ENO P IN CENTENO LN DAVIS IN LUCIO FN RAYMOND Brack Co. 10 02051950 08181952 186° DO espirantists 44/00/Dr14 DD seriazanie (62000000015 - 67/12/2011 MEDICAL EXAMINER'S CERTIFICATE I certify that I have examined All Mouro Well's in accordance with the Federal Molor Carrier Safety Regulations (49 CFR 391, 41-391,49) and with knowledge of the driving duties. I find this person qualified; and, if applicable, only when: I find this person qualified; and, if applicable, only when wearing corrective lanses. wearing corrective lenses searing hearing aid. accompanied by a wearing hearing aid. www.er/axamotion accompanied by a Skill Performance Evaluation Certificate (SPE) uselified by operation of 49 CFR 391.64 driving within an exempt intracity zone (49 CFR 391.62) qualified by operation of 49 CFR 391.64 Griving within an exempt intracity zone (49 CFR 391 62) The information I have provided regarding this physical examination The information I have provided regarding this physical examination is true and complete. A complete examination form with any attachment embodies my findings completely and correctly, and is is true and complete. A complete examination form with any attachment embodies my findings completely and correctly, and is on file in my office. (FOLD HERE) FOLD HERE TELEPHONE 626 DATE SIGNATURE OF MEDICAL EXAMINER 2-25-11 MD DC Driespischer Physician Assistant Advances Practice Nurse CAC. STREAM CEASENG LEVATE ONTAKIU THE WASHINGTON OF THE TOWN OF THE POWOR SAME AS LIE DICAL CRETT CATE EXPRISTION ON THE

DUSTA REV 6/20021

0. 514 REV 6/2002)

Southland Transit - Class A/B Operators with Passenger Endorsement COMMERCIAL DRIVER LICENSE nvier ayala galvez MHITTLER CA 98682 HAIR:BLK HAIR:BLK 97/23/2009 684 AS TD/T (49 CFR 391, 41-391, 49) and with knowledge of the driving duties; (49 CFR 391, 41-391, 49) and with knowledge of the driving duties, I find this person qualified; and, if applicable, only when I find this person qualified; and, if applicable, only when: wearing corrective lenses wearing tiesting aid. accompanied by a accompanied by a Skit Performance Evaluation Certificate (SPE) qualified by operation of 49 CFR 391-64 wearing corrective lenses. wearing hearing aid. wavenexamption accompanied by a weiver/exemption accompanied by a Skill Performance Evaluation Certificate (SPE) qualified by operation of 49 CFR 391 64 driving within an exempt intracity zone (49 CFR 391.62) triving within an exempt intracity zone (49 CFR 391 62) The information I have provided regarding this physical examination The information I have provided regarding this physical examination is true and complete. A complete examination form with any is true and complete. A complete examination form with any attachment embodies my findings completely and correctly, and is attachment embodies my findings completely and correctly, and is on file in my office DATE IN IN IL NO DO COMONICO DRIVERL CENSE N Cou BOWLAND heights CK 90603 DL 514 (REY 52007 Dr. 514 (REV. 6/2002)

Southland Transit – Class A/B Operators with Passenger Endorsement

CALIFORNIA COMMERCIAL DRIVER-LICENSE DL CLASS B EXP 10/05/2015 END P LN ROSALES FN CHRISTINA MARIE SOUTH GATE, CA 80280 RBTR 48 64 1005 1966 SEK F HAIR BLK EYES BRN HGT 8-97" WGT 166 ID 155 DD 09/19/19/15/19/19/19/19/19/19/19/19/19/19/19/19/19/	CALIFORNIA COMMERCIAL DRIVER LICENSE OL EXP 01/07/2016 CLASS B END P LN THOMPSON TN DAVID MARTIN PICO RIVERA CA 96660 RSTR CORR LENS 40 476 OD 92/16/1961511/88/AAPD/16 11/18/2816
MEDICAL EXAMINER'S CERTIFICATE I certify that Inave examined (MEDICAL ALL ALL ALL ALL ALL ALL ALL ALL ALL	MEDICAL EXAMINER'S CERTIFICATE certify that have examined

I declare under penalty of perjury that the above information is true and accurate.

Southland Transit, Inc Proposer's Name:	
3650 Rockwell Ave., El Monte, CA 91731 Address:	
Len Engel, Vice President Authorized representative:	
Signature: Che Courge	January 16, 2012 Date:

STATEMENT OF EQUIPMENT FORM FOR EL SOL SHUTTLE SERVICES

|--|

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE

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

	Z C												
	LOCATION	Sir		El Monte, CA	El Monte, CA								
OPERATIONAL/	NON- OPERATIONAL	fer to the body of the		Operational	Operational								
	CONDITION OF EQUIPMENT	ect. Please re		4 Good	5 Good								
-	SERIAL C	eded for this proj		1FDXE45SX64A88644	1FDXE45S164A8B645								
	YEAR	nat will be ne		2005	2005		+						
	MODEL	equipment t		Aerotech	Aerotech								
	MAKE OF EQUIPMENT	ntly has the spare		ElDorado National	ElDorado National								
	TYPE OF EQUIPMENT	Southland Transit currently has the spare equipment that will be needed for this project. Please refer to the body of this	proposal.	Bis	Bus								

COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE

Contractor 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 you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals. If you are not exempt from the Program, please check the option that best describes your intention to comply with Program. 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 П 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 that \$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 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. Aetna 442132 (high) Health Plan(s): Aetna 442132 (low) Vitalidad 442132 Company Insurance Group Number: Aetna 837041 Health Benefit(s) Payment Schedule: □ Bi-Annual □ Quarterly □ Monthly ■ Other: Each pay period (26 per year) (Specify) ☐ Annually 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: DATE: SIGNATURE:

January 31, 2012

TITLE OR POSITION:

Vice President

P:\ASPUB\CONTRACT\MASTER\LWDECLARATION.DOC Rev. PW 02/13/07

PLEASE PRINT NAME:

Len Engel

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 statements 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

Н

Standa	rds Act, employment of minors, or unlawful employment discrimination.
	of Alleged Labor Law/Payroll Violations (Check One):
	The Firm HAS NOT been named in a complaint, claim, investigation or proceeding relating to a 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 a 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.)
Histor	y of Determinations of 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.)
HISTO	DRY 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

declare under penalty of perjury under the laws o	Title otate of damorrae and and and and
correct. (mongel	Len Engel, Vice President
Owner's/Agent's Authorized Signature	Print Name and Title
Southland Transit, Inc.	January 16, 2012

Print Name of Firm

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

below):								
An alleged claim, inve	estigation, or proceeding relating t ears of the date of the proposal.	o an alleged Labor Law/Payroll Violation for an incident occuri						
A determination by a p	public entity within three years of the	ne date of the proposal that the Firm committed a Labor Law/Pay						
A debarment by a publ	lic entity listed below within the pas	t ten years.						
Print Name of Firm: Southland Transit,	Inc.	Print Name of Owner: Timmy Mardirossian						
Print Address of Firm: 3650 Rockwell Ave	e	Owner's/AGENT's Authorized Signature:						
City, State, Zip Code El Monte, CA 917		Print Name and Tittle: Len Engel, Vice President						
Public Entity Name	State of California, Dep	artment of Industrial Relations						
Public Entity	Street Address: 320 W 4t	n Street, Suite #450						
Public Entity Address:	City, State, Zip: Los Angeles, CA 90013							
Case Number/Date	Case Number: 06-95806 RR							
Claim Opened:	Date Claim Opened: March 20, 2010							
	Name: Robert Strauther							
	Street Address: 2334 S Mansfield Ave							
Name and Address of Claimant:		eles, CA 90016						
Description of Work: (e.g., Janitorial)								
	Claimant alleged he mi	ssed lunch breaks						
Description of Allegation and/or Violation:								
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	defending our position	on. Settlement was less expensive than on the issue.						

Additional Pages are attached for a total of 1 of 3 pages
P:\aspub\contract\contract\contract\ngforms\rep\tof-propa-10-2-06.Docdoc PW Rev. 12/2002

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 proceed within the past three years of the date of the	eding relating to an alleged Labor Law/Payroll Violation for an incident occumine proposal.
	A determination by a public entity within the Violation.	rree years of the date of the proposal that the Firm committed a Labor Law/Pay
]	A debarment by a public entity listed below	within the past ten years.
P	rint Name of Firm: Southland Transit, Inc.	Print Name of Owner: Timmy Mardirossian
18	Countrium frament, men	Titling Title Colons
F	rint Address of Firm: 3650 Rockwell Ave.	Owner's/AGENT's Authorized Signature:
L	rint Address of Firm:	

Public Entity Name	Superior Co	ourt of California, County of Los Angeles
Public Entity	Street Address:	111 N. Hill Street
Address:	City, State, Zip:	Los Angeles, CA 90012
Case Number/Date	Case Number:	BC 436499
Claim Opened:	Date Claim Opens	ed: April 20, 2010
	Name:	Victor Soliz
No	Street Address:	411 Royal Oaks Drive
Name and Address of Claimant:	City, State, Zip:	Monrovia, CA 91016
Description of Work: (e.g., Janitorial)	
		numerous charges: Failure to pay wages due: failure to
	provide accura	ite wage statements; violation of unfair competition law;
Description of	and failure to p	provide meal breaks.
Allegation and/or Violation:		
Disposition of	, , ,	osition is that there is no merit to this case. Claimant worked
Finding: (attach disposition letter)		ny in 2007 for approximately four months. Claim was not D. Claimant is working with San Francisco area attorney.
(e.g., Liquidated Damages, Penalties,		
Debarment, etc.)		

Additional Pages are attached for a total of 2 of 3 pages.

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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 occ within the past three years of the date of the proposal.						
A determination by a public entity within the Violation.	ree years of the date of the proposal that the Firm committed a Labor Law/Payrol					
A debarment by a public entity listed below within the past ten years.						
Print Name of Firm: Southland Transit, Inc.	Print Name of Owner. Timmy Mardirossian					
Print Address of Firm: 3650 Rockwell Ave.	Owner's/AGENT's Authorized Signature:					
City, State, Zip Code	Print Name and Title:					
El Monte, CA 91731	Len Engel, Vice President					

Public Entity Name	Superior Court of California, County of Los Angeles
Dublic Entity	Street Address: 111 North Hill Street
Public Entity Address:	City, State, Zip: Los Angeles, CA 90012
Case Number/Date	Case Number: BC 434143
Claim Opened:	Date Claim Opened: March 20, 2010
	Name: Mario Morales
	Street Address: 228 Roselake Ave
Name and Address of Claimant:	City, State, Zip: Los Angeles, CA 90026
Description of Work: (e.g., Janitorial)
	Numerous claims have been lodged: Failure to pay overtime: inaccurate wage settlement; unpaid wages at discharge; violation of business and
Description of Allegation and/or Violation:	professional code; violation of living wage ordinance; denial of rest breaks; and denial of meal breaks.
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Company's position is that there is no merit to this claim, it is an on-goin case.

	Additional Pages are attached for a total of	3 of 3_	pages.
D-IA CDI IR	CONTRACTICONTRACTING FORMS\REP\TOF-PROPA-10-2	-06,00000C PV	/ Rev. 12/2002

	e Firm must complete and below):	submit a separate form (make	photocopies of form) for each instance of (check the applicable			
	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 p Violation.	public entity within three years of	the date of the proposal that the Firm committed a Labor Law/Payroll			
	A debarment by a publ	ic entity listed below within the pa	st ten years.			
	Print Name of Firm: Southland Transit Print Address of Firm:		Print Name of Owner. Timmy Mardirossian Owner's/AGENT's Authorized Signature:			
	3650 Rockwell Avenue					
	City, State, Zip Code El Monte CA 91731		Print Name and Title: Scott Transue, Vice President			
Ų						
	Public Entity Name	Southland Transit				
	Public Entity	Street Address: 3650 Rockwell Avenue				
	Address:	City, State, ZIp: El Monte, CA 91731				
	Case Number/Date	Case Number: 91548				
	Claim Opened:	Date Claim Opened:1/22/2009				
		Name: Juan Salvador Gudino	, Jr.			
	Name and Address	Street Address: Unknown				
	of Claimant:	City, State, Zip: Unknown				
	Description of Work: (e.g., Janitorial) Transit				
		Rest Period Violations				
	Description of Allegation and/or Violation:					
	Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	26/2009				

Additional Pages are attached for a total of _____ pages.

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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 with 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/Payro Violation.						
A debarment by a pub	olic entity listed below withi	n the past ten years.				
Print Name of Firm: Southland Transit		Print Name of Owner: Timmy Mardirossian				
Print Address of Firm:		Owner's/Asent's Authorized Signature:				
3650 Rockwell Avenue City, State, Zip Code		Print Name and Title:	.			
El Monte CA 91731		Scott Transue, Vice President				
Public Entity Name	Southland Transit					
Public Entity	Street Address: 3650	Street Address: 3650 Rockwell Avenue				
Address:	City, State, Zip: El Monte, CA 91731					
Case Number/Date	Case Number: 95806	ımber: 95806				
Claim Opened:	Date Claim Opened:10/29/2009					
	Name: Robert Strauther					
Name and Address of Claimant:	Street Address: Unknown					
	City, State, Zip: Unknown					
Description of Work:	(e.g., Janitorial) Transi	it				
	Meal Period Violation	ons				
Description of						
Allegation and/or Violation:						
Allegation and/or Violation: Disposition of		in the constant of the open file at a set of 17/4 5/0040				
Allegation and/or Violation: Disposition of Finding: (attach disposition letter)	Settlement reached	in the amount of \$6,000, file closed 7/15/2010				
Allegation and/or Violation: Disposition of Finding: (attach	Settlement reached	in the amount of \$6,000, file closed 7/15/2010				

Additional Pages are attached for a total of ______ pages.

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2010

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The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

(pelow):				
	stigation, or proceeding relating to an alleg the date of the proposal.	ged Labor Law/Payroll Violation for an incident occurring wi		
A determination by a Violation.	public entity within three years of the date	e of the proposal that the Firm committed a Labor Law/Pag		
A debarment by a pub	lic entity listed below within the past ten ye	ears.		
Print Name of Firm: Southland Transit	Tim	t Name of Owner: my Mardirossian		
Print Address of Firm:	Ow	ner'e/AGENT's Authorized Signature:		
3650 Rockwell Avenue City, State, Zip Code	Prin	t Name and Title:		
El Monte CA 91731	Sco	ott Transue, Vice President		
Public Entity Name	Southland Transit			
Public Entity	Street Address: 3650 Rockwell Avenue			
Address:	City, State, Zip: El Monte, CA 91731			
Case Number/Date	Case Number: 100729			
Claim Opened:	Date Claim Opened: 12/30/2010			
	Name: Leticia Gayton			
Name and Address	Street Address: Unknown			
of Claimant:	City, State, Zip: Unknown			
Description of Work:	e.g., Janitorial) Transit			
	Alleged violation of non-paymen	t during waiting time.		
Description of				
Allegation and/or Violation:				
Disposition of Finding: (attach disposition letter) (e.g., Liquidated	3/10/2011 hearing dismissed due	to class action settlement.		
Damages, Penalties, Debarment, etc.)				

☐ Additional Pages are attached for a total of ______ pages.

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The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

	stigation, or proceeding relating f the date of the proposal.	to an alleged Labor Law/Payroll Violation for an incident occurring v		
A determination by a Violation.	public entity within three years	of the date of the proposal that the Firm committed a Labor Law/Pa		
A debarment by a put	olic entity listed below within the	past ten years.		
Print Name of Firm: Southland Transit Print Address of Firm:		Print Name of Owner: Timmy Mardirossian Owner's/AGENT's Authorized Signature:		
3650 Rockwell Avenue City, State, Zip Code El Monte CA 91731		Print Name and Title: Scott Transue, Vice President		
Public Entity Name	Southland Transit			
Public Entity	Street Address: 3650 Rockwell Avenue			
Address:	City, State, Zip: El Monte, CA 91731			
Case Number/Date	Case Number: 100691			
Claim Opened:	Date Claim Opened: 12/27/2010			
	Name: Wilbert E. Flores			
Name and Address	Street Address: Unknown			
of Claimant:	City, State, Zip: Unknown			
Description of Work:	(e.g., Janitorial) Transit			
	Alleged violation of rest	periods.		
Description of Allegation and/or Violation:				
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	3/10/2011 hearing dismis	ssed due to class action settlement.		

Additional Pages are attached for a total of ______ pages. P:\ASPUB\CONTRACT\CONTRACTING FORMS\RFP\TOF-PROPA-10-2-06.DOCDOC PW Rev. 12/2002

The Firm must	complete and	submit a separate	form (make pl	hotocopies of f	form) for each	instance of (ch	neck the applicable
box below):							

•	f the date of the propos		
A determination by a property violation.	public entity within thre	e years of the date of the proposal that the Firm committed a Labor	Law/P
A debarment by a pub	lic entity listed below w	thin the past ten years.	
Print Name of Firm:		Print Name of Owner:	
Southland Transit Print Address of Firm:		Timmy Mardirossian Owner'stAGENT's Authorized Signature:	
3650 Rockwell Avenue		Owner-swagen Padinonized Signature.	
City, State, Zip Code	•	Print Name and Title:	
El Monte CA 91731		Scott Transue, Vice President	
Public Entity Name	Southland Transi		
	Street Address: 3650 Rockwell Avenue		
Public Entity Address:	City, State, Zip: El f	Monte, CA 91731	
Case Number: 100590			
Claim Opened: Date Claim Opened: 12/16/2010 Name: Augusto C. Juarez Jr.			
of Claimant:	City, State, Zip: Un	known	
Description of Work: (e.g., Janitorial) Tra	nsit	
	Alleged violation	of non-payment of earned wages	
	Anogod violation	or non-payment or samed mages	
Description of			
Allegation and/or Violation:			
Disposition of Finding: (attach	3/10/2011 hearing	dismissed due to class action settlement.	
disposition letter)	Jiloizotti nealing	Mismissed due to class action settlement.	
disposition letter,			
(e.g., Liquidated			

☐ Additional Pages are attached for a total of ______ pages.

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The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

_	estigation, or proceeding r of the date of the proposal	elating to an alleged Labor Law/Payroll Violation for an incident occurring wit l.	
A determination by a Violation.	public entity within three	years of the date of the proposal that the Firm committed a Labor Law/Pay	
A debarment by a pul	olic entity listed below with	nin the past ten years.	
Print Name of Firm:		Print Name of Owner:	
Southland Transit		Timmy Mardirossian	
Print Address of Firm:		Owner's/AGENT's Authorized Signature:	
3650 Rockwell Avenue City, State, Zip Code		Print Name and Title:	
El Monte CA 91731		Scott Transue, Vice President	
Public Entity Name	Southland Transit		
Public Entity	Street Address: 3650 Rockwell Avenue		
Address:	City, State, Zip: El Monte, CA 91731		
Case Number/Date	Case Number: 100589		
Claim Opened:	Date Claim Opened: 12/16/2010		
	Name: Morena G. Si	lvestre	
Name and Address	Street Address: Unk	nown	
of Claimant:	City, State, Zip: Unk	nown	
Description of Work:	(e.g., Janitorial) Trans	sit	
	Alleged violation of	f rest periods.	
	li .		
Description of Allegation and/or Violation:			

☐ Additional Pages are attached for a total of ______ pages.

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The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

Delow J.			
•	stigation, or proceeding relati f the date of the proposal.	ing to an alleged Labor Law/Payroll Violation for an incident occurring wi	
A determination by a Violation.	public entity within three yea	ars of the date of the proposal that the Firm committed a Labor Law/Pay	
A debarment by a pub	lic entity listed below within the	he past ten years.	
Print Name of Firm: Southland Transit Print Address of Firm: 3650 Rockwell Avenue City, State, Zip Code El Monte CA 91731		Print Name of Owner: Timmy Mardirossian Owner's/AGENT's Authorized Signature: Print Name and Title: Scott Transue, Vice President	
2.110110 0.101101			
Public Entity Name	Southland Transit		
Public Entity	Street Address: 3650 Rockwell Avenue		
Address:	City, State, Zip: El Monte, CA 91731		
Case Number/Date	Case Number: 100524		
Claim Opened:	Date Claim Opened: 12/10/2010		
	Name: Marilyn Y. Lopez		
Name and Address	Street Address: Unknown		
of Claimant:	City, State, Zip: Unknown		
Description of Work:	(e.g., Janitorial) Transit		
	Alleged violation of re	st periods.	
Description of Allegation and/or Violation:			
Disposition of Finding: (attach disposition letter) (e.g., Liquidated	3/10/2011 hearing disr	missed due to class action settlement.	

Additional Pages are attached for a total of ______ pages.

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The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

below).					
•	estigation, or proceeding relations and the date of the proposal.	ating to an alleged Labor Law/Payroll Violation for an incident occurring wil			
A determination by a Violation.	public entity within three ye	ears of the date of the proposal that the Firm committed a Labor Law/Pay			
A debarment by a pul	olic entity listed below within	the past ten years.			
Print Name of Firm: Southland Transit Print Address of Firm:		Print Name of Owner: Timmy Mardirossian Owner 3/AGENT's Authorized Signature:			
3650 Rockwell Avenue City, State, Zip Code El Monte CA 91731		Print Name and Title: Scott Transue, Vice President			
Public Entity Name	Southland Transit				
	1	Street Address: 3650 Rockwell Avenue			
Public Entity Address:	City, State, Zip: El Monte, CA 91731				
Case Number/Date	Case Number: 100459				
Claim Opened:	Date Claim Opened: 12/6/2010				
	Name: Raul Rodriguez				
Name and Address	Street Address: Unknown	own			
of Claimant:	City, State, Zip: Unknown				
Description of Work:	(e.g., Janitorial) Transit	t ·			
	Alleged meal period	violations			
Description of Allegation and/or Violation:					
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)					

☐ Additional Pages are attached for a total of ______ pages.

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The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

below).				
	estigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring of the date of the proposal.			
A determination by a Violation.	public entity within three years of the date of the proposal that the Firm committed a Labor Law/			
A debarment by a pul	blic entity listed below within the past ten years.			
Print Name of Firm: Southland Transit Print Address of Firm: 3650 Rockwell Avenue City, State, Zip Code El Monte CA 91731	Print Name of Owner: Timmy Mardirossian Owner's/AGENT's Authorized Signature: Print Name and Title: Scott Transue, Vice President			
Public Entity Name	Southland Transit			
	Street Address: 3650 Rockwell Avenue			
Public Entity Address:	City, State, Zip: El Monte, CA 91731			
Case Number/Date	Case Number: 100454			
Claim Opened:	Date Claim Opened: 11/24/2010			
	Name: Teresa R. Cruz			
Name and Address	Street Address: Unknown			
of Claimant:	City, State, Zip: Unknown			
Description of Work:	(e.g., Janitorial) Transit			
	Waiting time penalties after being discharged.			
Description of Allegation and/or Violation:				
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	3/10/2011 hearing dismissed due to class action suit for rest period violations.			

☐ Additional Pages are attached for a total of ______ pages.

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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 Owner: Print Name of Firm: Timmy Mardirossian Southland Transit Owner's/AGENT's Authorized Signature: Print Address of Firm: 3650 Rockwell Avenue City, State, Zip Code Print Name and Title: Scott Transue, Vice President El Monte CA 91731 **Public Entity Name Southland Transit** Street Address: 3650 Rockwell Avenue **Public Entity** Address: City, State, Zip: El Monte, CA 91731 Case Number: 100447 Case Number/Date Claim Opened: Date Claim Opened: 12/7/2010 Name: Joann Irene Velasquez Street Address: Unknown Name and Address City, State, Zip: Unknown of Claimant: Description of Work: (e.g., Janitorlal) Transit Alleged meal period violations. Description of Allegation and/or Violation: Disposition of Finding: (attach 3/10/2011 hearing dismissed due to class action settlement. disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)

	Additional Pages are attached for a total of	pages
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The Firm must complete	and submit a separate	form (make p	hotocopies of	form) for each	n instance of	(check the	applicable
box below):							

(below):				
	estigation, or proceeding of the date of the proposa	relating to an alleged Labor Law/Payroll Violation for an incident occurring al.		
A determination by a Violation.	public entity within three	e years of the date of the proposal that the Firm committed a Labor Law/P		
A debarment by a pul	blic entity listed below wit	thin the past ten years.		
Print Name of Firm: Southland Transit		Print Name of Owner: Timmy Mardirossian		
Print Address of Firm: 3650 Rockwell Avenue		Owner's/AGENT's Authorized Signature:		
City, State, Zip Code		Print Name and Title:		
El Monte CA 91731		Scott Transue, Vice President		
Public Entity Name	Southland Transit	· · · · · · · · · · · · · · · · · · ·		
Public Entity	Street Address: 3650 Rockwell Avenue			
Address:	City, State, Zip: El M	City, State, Zip: El Monte, CA 91731		
Case Number/Date	Case Number: 100446			
Claim Opened:	Date Claim Opened: 12/2/2010			
	Name: Francisco J. Martinez			
Nows and Address	Street Address: Unknown			
Name and Address of Claimant:	City, State, Zip: Unknown			
Description of Work:	(e.g., Janitorial) Tran	nsit		
	п -			
	Alleged violation	of rest periods.		
Description of				
	/L			
Allegation and/or Violation:				
Violation: Disposition of				
Violation: Disposition of Finding: (attach	3/10/11 case close	ed due to class action suit settlement.		
Violation: Disposition of Finding: (attach disposition letter)	3/10/11 case close	ed due to class action suit settlement.		
Violation: Disposition of Finding: (attach	3/10/11 case close	ed due to class action suit settlement.		

☐ Additional Pages are attached for a total of ______ pages.

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The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

JOX DEIOWY.			
	stigation, or proceeding relatin the date of the proposal.	g to an alleged Labor Law/Payroll Violation for an incident occurring within	
A determination by a position violation.	public entity within three years	s of the date of the proposal that the Firm committed a Labor Law/Payroll	
A debarment by a pub	lic entity listed below within the	e past ten years.	
Print Name of Firm: Southland Transit Print Address of Firm: 3650 Rockwell Avenue City, State, Zip Code El Monte CA 91731		Print Name of Owner: Timmy Mardirossian Owner's/AGENT's Authorized Signature: Print Name and Title: Scott Transue, Vice President	
Public Entity Name	Southland Transit		
Public Entity	Street Address: 3650 Roo	ckwell Avenue	
Address:	City, State, Zip: El Monte, CA 91731		
Case Number/Date	Case Number: 100445		
Claim Opened:	Date Claim Opened: 12/2/2010		
	Name: Sonia L. Ramirez		
Name and Address	Street Address: Unknown		
of Claimant:	City, State, Zip: Unknown		
Description of Work: (e.g., Janitorial) Transit		
	Alleged violations of m	eal periods.	
Description of Allegation and/or Violation:			
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	3/10/2011 case closed o	due to class action suit for the same violations.	

Additional Pages are attached for a total of ______pages P:\ASPUB\CONTRACT\CONTRACTING FORMS\RFP\TOF-PROPA-10-2-06.DOCDOC PW Rev. 12/2003

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

(below):				
	stigation, or proceeding ref the date of the proposal.	elating to an alleged Labor Law/Payroll Violation for an incident occurring w		
A determination by a Violation.	public entity within three y	years of the date of the proposal that the Firm committed a Labor Law/Pa		
A debarment by a pub	olic entity listed below withi	n the past ten years.		
Print Name of Firm:		Print Name of Owner:		
Southland Transit		Timmy Mardirossian		
Print Address of Firm:		Owner's/AGENT'S Authorized Signature:		
3650 Rockwell Avenue		Print Name and Title:		
City, State, Zip Code		Scott Transue, Vice President		
El Monte CA 91731	==::-	Scott Hallsde, Vice Flesident		
Public Entity Name	Southland Transit			
	Street Address: 3650	Rockwell Avenue		
Public Entity Address:		City, State, Zip: El Monte, CA 91731		
Case Number/Date	Case Number: 99857			
Claim Opened:	Date Claim Opened: 9/27/2010			
	Name: Renard Curry			
Name and Address	Street Address: Unknown			
of Claimant:	City, State, Zip: Unknown			
Description of Work:	(e.g., Janitorial) Trans	it ·		
	Alleged violation of	rest periods.		
Description of Allegation and/or Violation:				
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties,	11/12/2010 Case cid	osed due to class action suit for same violations.		
Debarment, etc.)				

Additional Pages are attached for a total of ______ pages P:\ASPUB\CONTRACT\CONTRACTING FORMS\RFP\TOF-PROPA-10-2-06.DOCDOC PW Rev. 12/2002

The Firm mus	t complete and submit	a separate form (make	photocopies of form)	for each instan	ce of (check the	applicable
box below):						

A college and alatest faces			
	stigation, or proceeding f the date of the proposa	relating to an alleged Labor Law/Payroll Violation for an incident occurring. I.	
•	• •	years of the date of the proposal that the Firm committed a Labor Law/F	
A debarment by a pub	olic entity listed below wit	hin the past ten years.	
Print Name of Firm: Southland Transit		Print Name of Owner. Timmy Mardirossian	
Print Address of Firm: 3650 Rockwell Avenue		Owner's AGENT's Authorized Signature:	
City, State, Zip Code El Monte CA 91731		Print Name and Title: Scott Transue, Vice President	
Public Entity Name	Southland Transit		
	Street Address: 3650 Rockwell Avenue		
Public Entity Address:	City, State, Zip: El Monte, CA 91731		
Case Number/Date	Case Number: 99856		
Claim Opened:	Date Claim Opened: 10/12/2010		
	Name: Nathan Gary Flores		
Name and Address	Street Address: Unknown		
of Claimant:	City, State, Zip: Unk	nown	
Description of Work: ((e.g., Janitorial) Tran	sit	
	Alleged violation of	of rest periods.	
Description of			
Allegation and/or Violation:			
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties,	11/12/2010 case cl	osed due to class action suit for same violations.	

Additional Pages are attached for a total of ______ pages.

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The Firm must	complete	and submit a	separate form	(make photocopie	s of form) for	each instance	of (check the	applicable
box below):								

,				
	estigation, or proceeding r If the date of the proposal	elating to an alleged Labor Law/Payroll Violation for a n incident occurring v		
A determination by a Violation.	public entity within three	years of the date of the proposal that the Firm committed a Labor Law/P		
A debarment by a pub	olic entity listed below with	nin the past te n years.		
Print Name of Firm: Southland Transit		Print Name of Owner: Timmy Mardirossian		
Print Address of Firm:		Owner's/AGENT's Authorized Signature:		
3650 Rockwell Avenue City, State, Zip Code	·	Print Name and Title:		
El Monte CA 91731		Scott Transue, Vice President		
Public Entity Name	Southland Transit	Southland Transit		
Public Entity	Street Address: 3650) Rockwell Avenue		
Address:	City, State, Zip: El Mo	City, State, Zip: El Monte, CA 91731		
Case Number/Date	Case Number: 99794			
Claim Opened:	Date Claim Opened: 10/6/2010			
	Name: Enrique Nunez			
Name and Address	Street Address: Unk	nown		
of Claimant:	City, State, Zip: Unk	nown .		
Description of Work: ((e.g., Janitorial) Trans	sit		
	Alleged rest period	l violations.		
Description of				
Description of Allegation and/or Violation:				
Allegation and/or Violation: Disposition of				
Allegation and/or Violation: Disposition of Finding: (attach disposition letter)	11/12/2010 case clo	osed due to class action suit for same violations.		
Allegation and/or Violation: Disposition of Finding: (attach	11/12/2010 case clo	osed due to class action suit for same violations.		

Additional Pages are attached for a total of ______ pages.

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The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

k gelow).			
	stigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring wit f the date of the proposal.		
A determination by a Violation.	public entity within three years of the date of the proposal that the Firm committed a Labor Law/Pay		
A debarment by a pub	olic entity listed below within the past ten years.		
Print Name of Firm: Southland Transit Print Address of Firm: 3650 Rockwell Avenue City, State, Zip Code El Monte CA 91731	Print Name of Owner: Tirmmy Mardirossian Owner's/AGENT's Authorized Signature: Print Name and Title: Scott Transue, Vice President		
Public Entity Name	Southland Transit		
Public Entity	Street Address: 3650 Rockwell Avenue		
Address:	City, State, Zip: El Monte, CA 91731		
Case Number/Date	Case Number: 99793		
Claim Opened:	Date Claim Opened: 10/6/2010		
	Name: Guillermo Alcantra		
Name and Address	Street Address: Unknown		
of Claimant:	City, State, Zip: Unknown		
Description of Work:	(e.g., Janitorial) Transit		
	Alleged violation of rest periods.		
Description of Allegation and/or			
Violation:			
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	11/12/2010 case closed due to class action sult for same violations.		

☐ Additional Pages are attached for a total of ______ pages.

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	m must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable
box be	iow).
7	An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within

•	of the date of the proposal.		
A determination by a Violation.	public entity within three yea	ars of the date of the proposal that the Firm committed a Labor Law/P	
A debarment by a pu	olic entity listed below within	the past ten years.	
Print Name of Firm:		Print Name of Owner:	
Southland Transit Print Address of Firm:		Timmy Mardirossian Owner's/Agent's-Authorized Signature:	
8650 Rockwell Avenue		2 Tulion Control Tulion Control Contro	
City, State, Zip Code		Print Name and Title:	
El Monte CA 91731		Scott Transue, Vice President	
Public Entity Name	Southland Transit		
ablic Entity Name		le claudii Avenue	
Public Entity Address:	Street Address: 3650 R		
Address.	Case Number: 99530	Casa Number: 00520	
Case Number/Date Claim Opened:	Date Claim Opened: 9/14/2010		
oranii Openeu.			
	Name: Harold Lee Cam	pbell	
Name and Address	Street Address: Unknow	wn	
of Claimant:	City, State, Zip: Unknown		
Description of Work:	(e.g., Janitorial) Transit		
	Alleged violation of re	est periods.	
Description of			
Allegation and/or Violation:			
Disposition of Finding: (attach	11/12/2010 case close	ed due to class action suit for same violations.	
disposition letter)	11,12,2010 0000		
(e.g., Liquidated Damages, Penalties,		· · · · · · · · · · · · · · · · · · ·	
Debarment, etc.)	 		

	Additional Pages are attached for a total of	_ pages.
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The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

A		relative to an allocad Labor Law/Dawall Violative for an incident according	
	estigation, or proceeding of the date of the proposa	relating to an alleged Labor Law/Payroll Violation for an incident occurring I.	
A determination by a Violation.	public entity within three	years of the date of the proposal that the Firm committed a Labor Law/P	
A debarment by a pul	olic entity listed below wit	hin the past ten years.	
Print Name of Firm:		Print Name of Owner:	
Southland Transit		Timmy Mardirossian	
Print Address of Firm:		Owner's/AGENT's Authorized Signature:	
3650 Rockwell Avenue		Print Name and Title:	
City, State, Zip Code		Scott Transue, Vice President	
El Monte CA 91731	Constitution of the consti		
Public Entity Name	Southland Transit		
Public Entity	Street Address: 365	0 Rockwell Avenue	
Address:	City, State, Zip: El Monte, CA 91731		
Case Number/Date	Case Number: 99192		
Claim Opened:	Date Claim Opened: 8/26/2010		
	Name: Fellx A Estrada		
Name and Address	Street Address: Unknown		
of Claimant:	City, State, Zip: Unknown		
Description of Work:	(e.g., Janitorial) Tran	sit	
	Alleged violation o	of rest periods.	
Description of			
Allegation and/or Violation:			
violation.	<u> </u>		
Disposition of Finding: (attach	11/22/2010 Case c	losed due to class action duit for same violations.	
disposition letter)	II.		
(e.g., Liquidated Damages, Penalties,			

☐ Additional Pages are attached for a total of ______ pages. P:\ASPUB\CONTRACT\CONTRACT\GONT

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

below):			
	stigation, or proceeding relating to the date of the proposal.	o an alleged Labor Law/Payroll Violation for an incident occurr	ing v
A determination by a province Violation.	public entity within three years of	f the date of the proposal that the Firm committed a Labor La	w/P
A debarment by a publ	ic entity listed below within the pa	ast ten years.	
Print Name of Firm: Southland Transit		Print Name of Owner: Timmy Mardirossian	
Print Address of Firm:		Qwnes's/AGENT's Authorized Signature:	
3650 Rockwell Avenue		36	
City, State, Zip Code		Print Name and Title:	
El Monte CA 91731		Scott Transue, Vice President	
Public Entity Name	Southland Transit		
	Street Address: 3650 Rockwell Avenue		
Public Entity Address:	City, State, Zip: El Monte, CA 91731		
Case Number/Date	Case Number: 98939		
Claim Opened:	Date Claim Opened: 7/19/2010		
	Name: Ruben Fuentes Bajo		
Name and Address	Street Address: Unknown		
of Claimant: City, State, Zip: Uknown			
Description of Work: (e.g., Janitorial) Transit		
	Alleged violations of rest	periods.	
Description of Allegation and/or Violation:			
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties,	Case closed due to class	action suit for same violations on 11/12/2010.	
Damages, Penalties, Debarment, etc.)			

Additional Pages are attached for a total of ______ pages.

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The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

	estigation, or proceeding of the date of the proposa	relating to an alleged Labor Law/Payroll Violation for an incident occurring with.		
A determination by a Violation.	public entity within three	e years of the date of the proposal that the Firm committed a Labor Law/Pay		
A debarment by a pul	blic entity listed below wit	thin the past ten years.		
Print Name of Firm: Southland Transit		Print Name of Owner: Tirnmy Mardirossian		
Print Address of Firm: 3650 Rockwell Avenue		Owner's/AGENT's Authorized Signature: PrintName and Title;		
City, State, Zip Code El Monte CA 91731		Scott Transue, Vice President		
	TI			
Public Entity Name	Southland Transit			
Public Entity	Street Address: 3650 Rockwell Avenue			
Address:	City, State, Zip: El Monte, CA 91731			
Case Number/Date	Case Number: 97841			
Claim Opened:	Date Claim Opened: 4/22/2010			
	Name: Conrad And	uray		
Name and Address	Street Address: Unknown			
of Claimant:	City, State, Zip: Unknown			
Description of Work:	(e.g., Janitorial) Tran	sit		
	Alleged violation	of rest periods and non-payment of overtime wages.		
Description of Allegation and/or Violation:				
Disposition of Finding: (attach disposition letter)	7/13/2010 claim re	viewed and an NOCC mailed to plaintif and defendant.		

☐ Additional Pages are attached for a total of ______ pages.

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The Firm must	complete and	submit a separate t	form (make	photocopies	of form) for	each instanc	e of (check	the applicable
box below):								

below):				
	vestigation, or proceeding of the date of the proposal	relating to a n alleged Labor Law/Payroll Violatio n for an incident occurring v I.		
A determination by Violation.	a public entity within three	years of the date of the proposal that the Firm committed a Labor Law/Pa		
A debarment by a p	ublic entity listed below with	hi n the past ten years.		
Print Name of Firm: Southland Transit		Print Name of Owner: Timmy Mardirossian		
Print Address of Firm:		Owner's/AGENT's Authorized Signature:		
City, State, Zip Code		Print Name and Title:		
El Monte CA 91731		Scott Transue, Vice President		
	- ₁₁ .			
Public Entity Name	Southland Transit	Southland Transit		
Public Entity	Street Address: 365	Street Address: 3650 Rockwell Avenue		
Address:	City, State, Zip: El M	City, State, Zip: El Monte, CA 91731		
Case Number/Date	Case Number: 42246			
Claim Opened:	Date Claim Opened: 11/9/2010			
	Name: Sharon McCr	rae		
Name and Address	Street Address: Unknown			
Name and Address of Claimant:	City, State, Zip: Unknown			
Description of Work	: (e.g., Janitorial) Trans	sit		
	Waiting time penal	lties after being discharged		
Description of Allegation and/or Violation:				
Disposition of Finding: (attach disposition letter) (e.g., Liquidated	A direct pay of \$42	20 was mailed to the defendant. File closed 1/6/2011		

☐ Additional Pages are attached for a total of ______ pages.

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The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

(Delow).				
	estigation, or proceeding re of the date of the proposal.	lating to an alleged Labor Law/Payroll Violation for an incident occurring wit		
A determination by a Violation.	public entity within three y	rears of the date of the proposal that the Firm committed a Labor Law/Pay		
A debarment by a put	olic entity listed below withi	n the past ten years.		
Print Name of Firm: Southland Transit		Print Name of Owner. Timmy Mardirossian		
Print Address of Firm:		Owner's/AGENT's Authorized Signature:		
3650 Rockwell Avenue City, State, Zip Code		Print Name and Title:		
El Monte CA 91731		Scott Transue, Vice President		
	· · · · · · · · · · · · · · · · · · ·			
Public Entity Name	Southland Transit			
Public Entity	Street Address: 3650 Rockwell Avenue			
Address:	City, State, Zip: El Monte, CA 91731			
Case Number/Date	Case Number: 100911			
Claim Opened:	Date Claim Opened: 1/20/2011			
	Name: Jose R. Alvarez			
Name and Address	Street Address: Unknown			
of Claimant:	City, State, Zip: Unknown			
Description of Work:	(e.g., Janitorial) Trans	it		
<u></u>	Alleged violation of	non-payment of wages within mandatory time period.		
Description of				
Allegation and/or Violation:				
Disposition of	0/40/0044 1			
Finding: (attach disposition letter)	3/10/2011 hearing d	ismissed due to class action settlement.		
(e.g., Liquidated				
Damages, Penalties,				
Debarment, etc.)				

☐ Additional Pages are attached for a total of ______ pages.

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The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

	elating to an alleged Labor Law/Payroll Violation for an incident occuming wil		
public entity within three	years of the date of the proposal that the Firm committed a Labor Law/Pay		
olic entity listed below with	in the past ten years.		
	Print Name of Owner: Timmy Mardirossian		
	Owner's/AGENT's Authorized Signature:		
	Print Name and Title:		
	Scott Transue, Vice President		
· · · · · · · · · · · · · · · · · · ·			
Southland Transit			
Street Address: 3650 Rockwell Avenue			
City, State, Zip: El Monte, CA 91731			
Case Number: 101003			
Date Claim Opened: 1/31/2011			
Name: Harry M. Caldwell			
Street Address: Unknown			
City, State, Zip: Unknown			
(e.g., Janitorial) Trans	sit		
Alleged violation o	f meal periods.		
	dismissed due to class action settlement.		
3/10/2011 hearing (and the state of t		
3/10/2011 hearing (
	Southland Transit Street Address: 3650 City, State, Zip: El Mo Case Number: 10100 Date Claim Opened: Name: Harry M. Cald Street Address: Unkn		

Additional Pages are attached for a total of ______ pages. P:\ASPUB\CONTRACT\CONTRACT\GONTRAC

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

below):				
	estigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring v of the date of the proposal.			
A determination by a Violation.	public entity within three years of the date of the proposal that the Firm committed a Labor Law/Pa			
A debarment by a pub	olic entity listed below within the past ten years.			
Print Name of Firm: Southland Transit	Print Name of Owner: Timmy Mardirossian			
Print Address of Firm: 3650 Rockwell Avenue	Owner S/AGENT's Authorized Signature:			
City, State, Zip Code El Monte CA 91731	Print Name and Title: Scott Transue, Vice President			
Public Entity Name	Southland Transit			
Public Entity Street Address: 3650 Rockwell Avenue				
Address:	City, State, Zip: El Monte, CA 91731			
Case Number/Date	Case Number: 101445			
Claim Opened:	Date Claim Opened: 3/14/2011			
	Name: Jorge A. Zapata			
Name and Address	Street Address: Unknown			
of Claimant:	City, State, Zip: Unknown			
Description of Work:	(e.g., Janitorial) Transit			
	Alleged violation of rest periods.			
Description of Allegation and/or Violation:				
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	3.21.11 File docketed			

☐ Additional Pages are attached for a total of ______ pages.

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The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

the past three years of					
A determination by a Violation.	public entity within thre	ee years of the date of the proposal that the Firm committed a Labor Law/l			
A debarment by a pub	olic entity listed below w	vithin the past ten years.			
Print Name of Firm:		Print Name of Owner:			
Southland Transit	,	Timmy Mardirossian			
Print Address of Firm: 3650 Rockwell Avenue		Owner's/AGENT's Authorized Signature:			
City, State, Zip Code		Print Name and Title:			
El Monte CA 91731		Scott Transue, Vice President			
Public Entity Name	Southland Transi	it			
Tublio Linkly Hame	<u></u>	550 Rockwell Avenue			
Public Entity Address:	City, State, Zip: El Monte, CA 91731				
Case Number/Date	Case Number: 101514				
Claim Opened:	Date Claim Opened: 3/23/2011				
	Name: Luis O. Ochoa				
Name and Address	Street Address: Unknown				
of Claimant:	City, State, Zip: Unknown				
Description of Work: ((e.g., Janitorial) Tra	nsit			
	Alleged violation	of meal periods.			
Description of Allegation and/or Violation:					
Disposition of					
Finding: (attach disposition letter)	3/29/11 file docke	eted.			
(e.g., Liquidated					
Damages, Penalties,	U				

☐ Additional Pages are attached for a total of ______ pages.

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The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

A determination by a	public entity within three	e years of the date of the proposal that the Firm committed a Labor Law/Pa		
Violation.				
A debarment by a pul	blic entity listed below wit	thi n the past ten years.		
Print Name of Firm:		Print Name of Owner:		
Southland Transit		Timmy Mardirossian		
Print Address of Firm:		Owner's/AGENT's Authorized Signature:		
3650 Rockwell Avenue City, State, Zip Code		Print Name and Title:		
El Monte CA 91731		Scott Transue, Vice President		
Public Entity Name	Southland Transit			
Public Entity	Street Address: 365	60 Rockwell Avenue		
Address:	City, State, Zip: El Monte, CA 91731			
Case Number/Date	Case Number: 102203			
Claim Opened:	Date Claim Opened: 5/23/2011			
	Name: Armando Pe	ralta		
Name and Address	Street Address: Un	known		
of Claimant:	City, State, Zip: Uni	nown		
Description of Work:	(e.g. Janitorial) Tran	sit		
	(c.g., varitorial) Trail			
	Alleged violation	of meal periods.		
Description of				
Allegation and/or				
Violation:				
Violation:				
Violation: Disposition of	6/2/2011 defendar	nt included in class action suit for similar violations.		
Violation: Disposition of Finding: (attach	6/2/2011 defendar	nt included in class action suit for similar violations.		
Violation: Disposition of	6/2/2011 defendar	nt included in class action suit for similar violations.		
Disposition of Finding: (attach disposition letter)	6/2/2011 defendar	nt included in class action suit for similar violations.		

Additional Pages are attached for a total of ______ pages.

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The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

/			
	stigation, or proceeding relation states of the proposal.	ating to an alleged Labor Law/Payroll Violation for an incident occurring with	
A determination by a Violation.	public entity within three ye	ears of the date of the proposal that the Firm committed a Labor Law/Pay	
A debarment by a pub	olic entity listed below within	the past ten years.	
Print Name of Firm: Southland Transit		Print Name of Owner: Timmy Mardirossian	
Print Address of Firm: 3650 Rockwell Avenue		Qwner's/AGENT's Authorized Signature:	
City, State, Zip Code		Print Name and Title:	
El Monte CA 91731		Scott Transue, Vice President	
	· · · · · · · · · · · · · · · · · · ·		
Public Entity Name	Southland Transit		
Public Entity	Street Address: 3650 I	Rockwell Avenue	
Address:	City, State, Zip: El Mon	te, CA 91731	
Case Number/Date	Case Number: 102428		
Claim Opened:	Date Claim Opened: 6/14/2011		
	Name: Jose de Jesus	Molina	
Name and Address	Street Address: Unkno	own	
of Claimant:	City, State, Zip: Unkno	wn	
Description of Work:	(e.g., Janitorial) Transit		
	Alleged violation of	neal periods.	
Description of Allegation and/or Violation:			
Disposition of Finding: (attach	1/4/2012 hearing tran	nsmittal forwarded.	

Additional Pages are attached for a total of ______ pages. P:\ASPUB\CONTRACT\CONTRACTING FORMS\RFP\TOF-PROPA-10-2-06.DOCDOC PW Rev. 12/2002

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

below):				
	stigation, or proceeding ref f the date of the proposal.	elating to an alleged Labor Law/Payroll Violation for an incident occurring		
A determination by a Violation.	public entity within three y	years of the date of the proposal that the Firm committed a Labor Law/F		
A debarment by a pub	olic entity listed below with	in the past ten years.		
Print Name of Firm: Southland Transit		Print Name of Owner: Timmy Mardirossian		
Print Address of Firm:		Owner's/AGENT's Authorized Signature:		
3650 Rockwell Avenue		Print Name and Title:		
City, State, Zip Code El Monte CA 91731		Scott Transue, Vice President		
Erwone ox 31/31				
Public Entity Name	Southland Transit			
Public Entity	Street Address: 3650	Rockwell Avenue		
Address:	City, State, Zip: El Monte, CA 91731			
Case Number/Date	Case Number: 102759			
Claim Opened:	Date Claim Opened: 7/5/2011			
	Name: Salvador Luja	an		
Name and Address	Street Address: Unki	10 wn		
of Claimant:	City, State, Zip: Unkr	nown		
Description of Work:	(e.g., Janitorial) Trans	it		
	Alleged meal period	d violations.		
Description of				
Description of Allegation and/or Violation:				
Disposition of Finding: (attach	10/4/11 file closed (due to complainant's lack of follow up.		
disposition letter) (e.g., Liquidated				
Damages, Penalties,				

Additional Pages are attached for a total of ______ pages. P:\ASPUB\CONTRACT\CONTRACTING FORMS\RFP\TOF-PROPA-10-2-06.DOCDOC PW Rev. 12/2002

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

	stigation, or proceeding relation in the date of the proposal.	ating to an alleged Labor Law/Payroll Violation for an incident occurring			
A determination by a Violation.	public entity within three ye	ears of the date of the proposal that the Firm committed a Labor Law/P			
A debarment by a pub	lic entity listed below withir	the past ten years.			
Print Name of Firm:		Print Name of Owner:			
Southland Transit		Timmy Mardirossian			
Print Address of Firm:		Owner's/AGENT's Authorized Signature:			
3650 Rockwell Avenue					
City, State, Zip Code		Print Name and Title:			
El Monte CA 91731		Scott Transue, Vice President			
Public Entity Name	Southland Transit				
Public Entity	Street Address: 3650 Rockwell Avenue				
Address:	City, State, Zip: El Monte, CA 91731				
Case Number/Date	Case Number: 103179				
Claim Opened:	Date Claim Opened: 8/15/2011				
	Name: Jorge Coronac	do			
Name and Address	Street Address: Unkn				
of Claimant:	City, State, Zip: Unknown				
Description of Work: (e.g., Janitorial) Transit	t			
	Alleged violations of	f meal periods.			
Description of					
Allegation and/or Violation:					
Disposition of Finding: (attach disposition letter) (e.g., Liquidated	1/4/2012 Hearing tra	nsmittal forwarded for approval.			
Damages, Penalties, Debarment, etc.)					

☐ Additional Pages are attached for a total of ______ pages.

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The Firm must	complete :	and submit a	separate forn	(make photo	copies of forn	n) for each	instance of	(check the	applicable
box below);									

pelow):				
	stigation, or proceeding relat f the date of the proposal.	ting to an alleged Labor Law/Payroll Violation for an incident occurring		
A determination by a Violation.	public entity within three yea	ars of the date of the proposal that the Firm committed a Labor Law/F		
A debarment by a pub	lic entity listed below within t	he past ten years.		
Print Name of Firm: Southland Transit		Print Name of Owner: Timmy Mardirossian		
Print Address of Firm:		Owner STAGENT'S Authorized Signature:		
3650 Rockwell Avenue City, State, Zip Code		Print Name and Title:		
El Monte CA 91731		Scott Transue, Vice President		
	n -			
Public Entity Name	Southland Transit			
Public Entity	Street Address: 3650 R	ockwell Avenue		
Address:	City, State, Zip: El Monte, CA 91731			
Case Number/Date	Case Number: 103219			
Claim Opened:	Date Claim Opened: 8/18/2011			
	Name: Alex Troung			
Name and Address	Street Address: Unknow	wn		
of Claimant:	City, State, Zip: Unknow	vn		
Description of Work:	(e.g., Janitorial) Transit			
	Alleged violations of a	meal periods.		
Description of Allegation and/or Violation:				
Disposition of Finding: (attach disposition letter) (e.g., Liquidated	1/14/2012 hearing tran	nsmittal forwarded for approval.		
Damages, Penalties, Debarment, etc.)				

☐ Additional Pages are attached for a total of ______ pages.

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The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

L Delovy.				
	stigation, or proceeding relatif the date of the proposal.	ing to an alleged Labor Law/Payroll Violation for an incide n t occurring wi		
A determination by a Violation.	public entity within three yea	rs of the date of the proposal that the Firm committed a Labor Law/Pay		
A debarment by a put	olic entity listed below within the	he past ten years.		
Print Name of Firm: Southland Transit Print Address of Firm: 3650 Rockwell Avenue City. State, Zip Code El Monte CA 91731		Print Name of Owner: Timmy Mardirossian Owner's/AGENT's Authorized Signature: Print Name and Title: Scott Transue, Vice President		
Public Entity Name	Southland Transit			
	Street Address: 3650 Ro	ockwell Avenue		
Public Entity Address:	City, State, Zip: El Monte, CA 91731			
Case Number/Date	Case Number: 103601			
Claim Opened:	Date Claim Opened: 9/23/2011			
	Name: Maria T. Ruiz			
Name and Address	Street Address: Unknow	wn		
of Claimant:	City, State, Zip: Unknow	n .		
Description of Work:	(e.g., Janitorial) Transit			
	Alleged violations of res	t periods.		
Description of Allegation and/or Violation:				
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	11/29/2011 – Plaintiff f	ailed to return paperwork. File closed.		

Additional Pages are attached for a total of ______pages. P:\ASPUB\CONTRACT\CONTRACTING FORMS\RFP\TOF-PROPA-10-2-06.DOCDOC PW Rev. 12/2002

GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

COUNTY DETERMINATION	RANGE OF DEDUCTION			
Proposer Name: Southland Transit, Inc.	(Deduction is taken from the maximum evaluation points available)			
Contracting Department: Public Works				
Department Contact Person: Eric Fong				
Phone: 626-458-4077				
	Proposer Fully Disclosed	Proposer <i>Did Not</i> Fully Disclose		
MAJOR County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*	8 - 10% Consider investigating a finding of proposer non-responsibility**	16 - 20% Consider investigating a finding of proposer non-responsibility**		
SIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of significant violations.*	4 - 7%	8 - 14% Consider investigating a finding of proposer non-responsibility**		
MINOR County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.*	2 - 3%	4 - 6%		
INSIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of very minimal violations.*	0 - 1%	1 - 2%		
NONE County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.*	0	N/A		

Assessment Criteria

* A 'Labor Law/Payroll Violation' includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a proposer's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

UI a pc	tocinage deduction shall motore, but not be minuted by
	Accuracy in self-reporting by proposer
	Health and/or safety impact
	Number of occurrences
	Identified patterns in occurrences
	Dollar amount of lost/delayed wages
	Assessment of any fines and/or penalties by public entities
	Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees,

number of locations, etc.

^{**} County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.

REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

• -				
Proposer: Southland Transit,	Inc.			
Name of Proposer's Health Plan: A		Date	ate: January 16, 2012	
(Please use a separate form for e		by the proposer to emp	oloyees who will be working under this	
ITEMS	DOES THE PLAN COVER?	WHAT DOES THE PROPOSER OR	LIST ANY CO-PAYMENTS AND/OR COMMENTS	

ITEMS HMO (high)	DOES THE 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 Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	Y N Y N Y N	\$ 459.79 \$ 960.96 \$ 855.21 \$ 1,360.98	
Proposer's portion of above health premium payment Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	Y N Y N Y N	\$ 247.35 \$ 247.35 \$ 247.35 \$ 247.35	
Any Annual Deductible? Per Person Per Family	Y N Y N	\$	
Any Annual Maximum Employee Out- of-Pocket Expense? Per Person Per Family	Y N Y N	\$ \$	\$ 1,500 \$ 3,000
Any Lifetime Maximum? Per Person Per Family	Y N Y N	\$ \$	
Ambulance coverage	YN	\$	
Doctor's Office Visits	YN	\$	\$20 co-pay
Emergency Care	YN	\$	\$100 co-pay
Home Health Care	YN	\$	100% covered
Hospice Care	YN	\$	\$500 per admission
Hospital Care	YN	\$	\$500 per admission
Immunizations	YN	\$	100% covered
Maternity	YN	\$	\$500 per admission
Mental Health	YN	\$	\$20 per visit
Mental Health In-Patient Coverage	YN	\$	\$500 per admission
Mental Health Out-Patient Coverage	YN	\$	\$20 per visit
Physical Therapy	YN	\$	\$20 per visit

ITEMS	DOES THE PLAN COVER? (YES) (NO)		WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Prescription Drugs	Y	N	\$	\$5 yeneric \$30 brand name - \$50 non-formula
Routine Eye Examinations	Y	N	\$	100% covered
Skilled Nursing Facility	Υ	N	\$	\$500 per admission
Surgery	Υ	N	\$	\$500 per admission
X-Ray and Laboratory	Y	N	\$	100% covered

Under this health plan, a full time employee:

X	Becomes eligible for health insurance coverage after $\frac{90}{}$ days of employment.
	Is defined as an employee who is employed more than hours per week.
OTHER	BENEFITS:
A.NUME	BER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS DAYS.
B.NUME	BER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS DAYS.
C.NUME	BER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS DAYS.
D.NUM	BER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS DAYS.
E.NUME	BER OF PAID HOLIDAYS PER YEAR IS 6 DAYS.
Note:	Employees earn 2.7 hours per pay period "personal time off" the time can be used immediately as it is earned.

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REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

	I IOI OOLIG MEDI	O, (E E, (())		
Proposer: Southland Transi	t, Inc.			
Name of Proposer's Health Plan: _	Aetna - 442132 (low)	Date	e: January 16, 2012	
(Please use a separate form fo	r each health plan offered co	by the proposer to emportract.)	ployees who will be working under this	
HMO (low)	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S	LIST ANY CO-PAYMENTS AND/OR COMMENTS	

HMO (low)	COV	ES THE PLAN /ER? 5) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	Y Y Y Y	N N N	\$ 369.17 \$ 771.56 \$ 686.66 \$ 1,092.75	
Proposer's portion of above health premium payment Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	Y Y Y	N N N	\$ 247.35 \$ 247.35 \$ 247.35 \$ 247.35	
Any Annual Deductible? Per Person Per Family	Y	N N	\$	
Any Annual Maximum Employee Out- of-Pocket Expense? Per Person Per Family	Y	N N	\$	\$ 1,500 \$ 3,000
Any Lifetime Maximum? Per Person Per Family	Y	N N	\$ \$	
Ambulance coverage	Y	N	\$	\$100 co-pay
Doctor's Office Visits	Y	N	\$	\$30 co-pay
Emergency Care	Y	N	\$	\$100 co-pay
Home Health Care	Y	N	\$	100% covered
Hospice Care	Y	N	\$	\$500 per day for the first 3 days per admission, 100% covered thereafter
Hospital Care	Y	N	\$	Same as Hospice Care
Immunizations	Y	N	\$	100% covered
Maternity	Y	N	\$	
Mental Health	Y	N	\$	\$30 co-pay
Mental Health In-Patient Coverage	Y	N	\$	
Mental Health Out-Patient Coverage	Y	N	\$	\$30 co-pay
Physical Therapy	Υ	N	\$	\$30 co-pay

ITEMS	CO	DOES THE PLAN COVER? (YES) (NO) WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?		LIST ANY CO-PAYMENTS AND/OR COMMENTS
Prescription Drugs	Y	N	\$	\$15 co-pay generic \$30 co-pay name brand, \$50 non-formula co-p
Routine Eye Examinations	Υ	N	\$	100% covered
Skilled Nursing Facility	Y	N	\$	\$500 co-pay per day for the first three days per admission, thereafter covered 100%
Surgery	Y	N	\$	Same as Skilled Nursing Facility
X-Ray and Laboratory	Y	N	\$	100% covered

Under this health plan, a full time employee:

[V]	the 90 days of amplement
X	Becomes eligible for health insurance coverage after $\frac{90}{}$ days of employment.
	Is defined as an employee who is employed more than hours per week.
OTHER	BENEFITS:
A.NUME	BER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS DAYS.
B.NUM	BER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS DAYS.
	SER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS DAYS.
	BER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS DAYS.
E.NUMI	BER OF PAID HOLIDAYS PER YEAR IS 6 DAYS.
	and the second s

Note: Employees earn 2.7 hours per pay period "personal time off" -- the time can be used immediately as it is earned.

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REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

PRO	POSER'S MEDI	CAL PLAN COVE	RAGE
Proposer: Southland Transit, In	C		
Name of Proposer's Health Plan:	talidad #442132	Date	:January 16, 2012
(Please use a separate form for eac	h health plan offered	by the proposer to em ntract.)	ployees who will be working under this
ITEMS	DOES THE 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 Employee only Employee + 1 dependent Spouse Employee + 2 dependents Children Employee + 3 dependents Family	Y N Y N Y N Y N	\$ 329.80 \$ 689.28 \$ 613.43 \$ 976.22	
Proposer's portion of above health premium payment Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	Y N Y N Y N Y N	\$ 247.35 \$ 247.35 \$ 247.35 \$ 247.35	
Any Annual Deductible? Per Person Per Family	Y N Y N	\$	
Any Annual Maximum Employee Out- of-Pocket Expense? Per Person Per Family	Y N Y N	\$ \$	\$ 2,500 \$ 5,000
Any Lifetime Maximum? Per Person Per Family	Y N Y N	\$ \$	
Ambulance coverage	YN	\$	\$100 co-pay
Doctor's Office Visits	YN	\$	\$ 20 co-pay
Emergency Care	YN	\$	\$100 co-pay
Home Health Care	YN	\$	100% covered
Hospice Care	YN	\$	\$400 per day up to 3 days per admission
Hospital Care	YN	\$	\$400 per day up to 3 days per admission
Immunizations	YN	\$	\$20 co-pay
Maternity	Y N	\$	\$400 per day up to 3 days per admission
Mental Health	YN	\$	\$20 co-pay
Mental Health In-Patient Coverage	Y N	\$	\$400 per day up to 3 days per admission
Mental Health Out-Patient Coverage	Y N	\$	\$20 co-pay

Y N

Physical Therapy

\$20 co-pay

ITEMS	DOES THE PLAN COVER? (YES) (NO)		WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS	
Prescription Drugs	Y	N	\$	\$15 generic \$35 brand name, \$50 non-formula	
Routine Eye Examinations	Y	N	\$	100% covered	
Skilled Nursing Facility	Υ	N	\$	\$400 per day up to 3 days per admission	
Surgery	Y	N	\$	\$400 per day up to 3 days per admission	
X-Ray and Laboratory	Y	N	\$	\$20 co-pay	

Under this health plan, a full time employee:

X	Becomes eligible for health insurance coverage after 90 days of employment.
	Is defined as an employee who is employed more than hours per week.
OTHER	BENEFITS:
A. NUMI	BER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS DAYS.
B.NUMI	BER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS DAYS.
C.NUMI	BER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS DAYS.
D.NUMI	BER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS DAYS.
E.NUMI	BER OF PAID HOLIDAYS PER YEAR IS 6 DAYS.
Note:	Employees earn 2.7 hours per pay period "personal time off" the time can be used immediately as it is earned.

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REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

1 117	or oder o meen				
Proposer: Southland Transit, In	C.			_	
Name of Proposer's Health Plan:Ael		by the proposer to employees who will be working under this outract.)			
	ch health plan offered l				
ITEMS OAMC (PPO)	DOES THE 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 Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	Y N Y N Y N Y N	\$ 1,008.62 \$ 2,108.02 \$ 1,876.04 \$ 2,985.52			
Proposer's portion of above health premium payment Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	Y N Y N Y N Y N	\$ 247.35 \$ 247.35 \$ 247.35 \$ 247.34			
Any Annual Deductible? Per Person Per Family	Y N Y N	\$ \$	\$250 per individual \$500 per family		
Any Annual Maximum Employee Out- of-Pocket Expense? Per Person Per Family	Y N Y N	\$ \$	\$2,000 per individual \$4,000 per family		
Any Lifetime Maximum? Per Person Per Family	Y N Y N	\$ \$			
Ambulance coverage	YN	\$	10% after deductible		
Doctor's Office Visits	YN	\$	\$10 co-pay (deductible waived)		
Emergency Care	YN	\$	10% after \$100 co-pay (deductible waive	ed)	
Home Health Care	Y N	\$	10% after deductible		
Hospice Care	YN	\$	10% after deductible		
Hospital Care	YN	\$	10% after deductible		
Immunizations	YN	\$	100% covered		
Maternity	YN	\$	10% after deductible		
Mental Health	YN	\$	\$10 co-pay		
Mental Health In-Patient Coverage	YN	\$	10% after deductible		
Mental Health Out-Patient Coverage	YN	\$	\$10 co-pay		
Physical Therapy	YN	\$	\$10 co-pay		

ITEMS	co	ES THE PLAN VER? S) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Prescription Drugs	Y	N	\$	\$10 generic \$20 brand name, \$35 non-formula
Routine Eye Examinations	Y	N	\$	100% covered
Skilled Nursing Facility	Υ	N	\$	10% per admission after deductible
Surgery	Υ	N	\$	10% per admission after deductible
X-Ray and Laboratory	Y	N	\$	100% covered

Under this health plan, a full time employee:

X	Becomes eligible for health insurance coverage after $\frac{90}{}$ days of employment.
	Is defined as an employee who is employed more than hours per week.
OTHER	BENEFITS:
A. NUME	BER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS DAYS.
B.NUME	BER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS DAYS.
C.NUME	BER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS DAYS.
D.NUME	BER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS DAYS.
E.NUME	BER OF PAID HOLIDAYS PER YEAR IS 6 DAYS.
Noto: I	Employees earn 2.7 hours per pay period "personal time off" the time can be used immediately as it is earned.

Note: Employees earn 2.7 hours per pay period "personal time off" -- the time can be used immediately as it is earned.

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Southland Transit Inc Effective Date: 09-01-2011 HMO High Plan - California

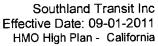
PLAN FEATURES	IN-NETWORK
Deductible	None Individual
per calendar year)	Nana Cardly
	None Family
Out-of-Pocket Maximum	\$1,500 Individual
per calendar year)	#2 000 Family
	\$3,000 Family
Member cost sharing for certain service	es may not apply toward the Out-of-Pocket Maximum.
n-Network expenses include coinsura	nce, geguctible and copays.
Pharmacy expenses do not apply towa	Unlimited except where otherwise indicated.
Lifetime Maximum	
Primary Care Physician Selection	Required
Referral Requirement	Required
PREVENTIVE CARE	IN-NETWORK
Routine Adult Physical Exams/	Covered 100%
mmunizations	40 1 11 -
1 exam every 12 months for members	
Routine Well Child	Covered 100%
Exams/Immunizations	
(Age and frequency schedules apply)	
Routine Gynecological Care	Covered 100%
Exams	
1 exam per 12 months	
cludes routine tests and related lab t	fees.
cludes Pap smear, HPV screening,	and related lab fees.
Routine Mammograms	Covered 100%
Routine Mammograms	Covered 100%
Routine Mammograms Recommended: one baseline mammo and over.	Covered 100% ogram for females age 35 - 39; and one annual mammogram for females age 40
Routine Mammograms Recommended: one baseline mammo and over. Routine Digital Rectal Exams /	Covered 100% ogram for females age 35 - 39; and one annual mammogram for females age 40 Member cost sharing is based on the type of service performed and the place
Routine Mammograms Recommended: one baseline mammo and over. Routine Digital Rectal Exams / Prostate Specific Antigen Test	Covered 100% ogram for females age 35 - 39; and one annual mammogram for females age 40 Member cost sharing is based on the type of service performed and the place of service where it is rendered.
Routine Mammograms Recommended: one baseline mammo and over. Routine Digital Rectal Exams /	Covered 100% ogram for females age 35 - 39; and one annual mammogram for females age 40 Member cost sharing is based on the type of service performed and the place of service where it is rendered. over.
Routine Mammograms Recommended: one baseline mammo and over. Routine Digital Rectal Exams / Prostate Specific Antigen Test	Covered 100% ogram for females age 35 - 39; and one annual mammogram for females age 40 Member cost sharing is based on the type of service performed and the place of service where it is rendered. over. Member cost sharing is based on the type of service performed and the place.
Routine Mammograms Recommended: one baseline mammo and over. Routine Digital Rectal Exams / Prostate Specific Antigen Test Recommended for males age 40 and	Covered 100% ogram for females age 35 - 39; and one annual mammogram for females age 40 Member cost sharing is based on the type of service performed and the place of service where it is rendered. over.
Routine Mammograms Recommended: one baseline mammo and over. Routine Digital Rectal Exams / Prostate Specific Antigen Test Recommended for males age 40 and Colorectal Cancer Screening For all members age 50 and over.	Covered 100% ogram for females age 35 - 39; and one annual mammogram for females age 40 Member cost sharing is based on the type of service performed and the place of service where it is rendered. over. Member cost sharing is based on the type of service performed and the place.
Routine Mammograms Recommended: one baseline mammo and over. Routine Digital Rectal Exams / Prostate Specific Antigen Test Recommended for males age 40 and Colorectal Cancer Screening For all members age 50 and over. Frequency schedule applies.	Covered 100% ogram for females age 35 - 39; and one annual mammogram for females age 40 Member cost sharing is based on the type of service performed and the place of service where it is rendered. over. Member cost sharing is based on the type of service performed and the place of service where it is rendered.
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Routine Mammograms Recommended: one baseline mammo and over. Routine Digital Rectal Exams / Prostate Specific Antigen Test Recommended for males age 40 and Colorectal Cancer Screening For all members age 50 and over. Frequency schedule applies. Routine Eye Exams	Covered 100% ogram for females age 35 - 39; and one annual mammogram for females age 40 Member cost sharing is based on the type of service performed and the place of service where it is rendered. over. Member cost sharing is based on the type of service performed and the place of service where it is rendered. Covered 100% 1 routine exam per 24 months.
Routine Mammograms Recommended: one baseline mammo and over. Routine Digital Rectal Exams / Prostate Specific Antigen Test Recommended for males age 40 and Colorectal Cancer Screening For all members age 50 and over. Frequency schedule applies.	Covered 100% ogram for females age 35 - 39; and one annual mammogram for females age 40 Member cost sharing is based on the type of service performed and the place of service where it is rendered. Over. Member cost sharing is based on the type of service performed and the place of service where it is rendered. Covered 100% 1 routine exam per 24 months. The swithout a referral.
Routine Mammograms Recommended: one baseline mammo and over. Routine Digital Rectal Exams / Prostate Specific Antigen Test Recommended for males age 40 and Colorectal Cancer Screening For all members age 50 and over. Frequency schedule applies. Routine Eye Exams	Covered 100% ogram for females age 35 - 39; and one annual mammogram for females age 40 Member cost sharing is based on the type of service performed and the place of service where it is rendered. Over. Member cost sharing is based on the type of service performed and the place of service where it is rendered. Covered 100% 1 routine exam per 24 months. It is without a referral. Subject to Routine Physical Exam benefit.
Routine Mammograms Recommended: one baseline mammogrand over. Routine Digital Rectal Exams / Prostate Specific Antigen Test Recommended for males age 40 and Colorectal Cancer Screening For all members age 50 and over. Frequency schedule applies. Routine Eye Exams Direct access to participating provider	Covered 100% ogram for females age 35 - 39; and one annual mammogram for females age 40 Member cost sharing is based on the type of service performed and the place of service where it is rendered. Over. Member cost sharing is based on the type of service performed and the place of service where it is rendered. Covered 100% 1 routine exam per 24 months. s without a referral. Subject to Routine Physical Exam benefit. IN-NETWORK
Routine Mammograms Recommended: one baseline mammo and over. Routine Digital Rectal Exams / Prostate Specific Antigen Test Recommended for males age 40 and Colorectal Cancer Screening For all members age 50 and over. Frequency schedule applies. Routine Eye Exams Direct access to participating provider Routine Hearing Screening	Covered 100% ogram for females age 35 - 39; and one annual mammogram for females age 40 Member cost sharing is based on the type of service performed and the place of service where it is rendered. Over. Member cost sharing is based on the type of service performed and the place of service where it is rendered. Covered 100% 1 routine exam per 24 months. It is without a referral. Subject to Routine Physical Exam benefit.
Routine Mammograms Recommended: one baseline mammodand over. Routine Digital Rectal Exams / Prostate Specific Antigen Test Recommended for males age 40 and Colorectal Cancer Screening For all members age 50 and over. Frequency schedule applies. Routine Eye Exams Direct access to participating provider Routine Hearing Screening PHYSICIAN SERVICES Primary Care Physician Visits	Covered 100% ogram for females age 35 - 39; and one annual mammogram for females age 40 Member cost sharing is based on the type of service performed and the place of service where it is rendered. Over. Member cost sharing is based on the type of service performed and the place of service where it is rendered. Covered 100% 1 routine exam per 24 months. In without a referral. Subject to Routine Physical Exam benefit. IN-NETWORK Office Hours: \$20 copay; After Office Hours/Home: \$25 copay \$20 copay
Routine Mammograms Recommended: one baseline mammodand over. Routine Digital Rectal Exams / Prostate Specific Antigen Test Recommended for males age 40 and Colorectal Cancer Screening For all members age 50 and over. Frequency schedule applies. Routine Eye Exams Direct access to participating provider Routine Hearing Screening PHYSICIAN SERVICES Primary Care Physician Visits Specialist Office Visits	Covered 100% ogram for females age 35 - 39; and one annual mammogram for females age 40 Member cost sharing is based on the type of service performed and the place of service where it is rendered. over. Member cost sharing is based on the type of service performed and the place of service where it is rendered. Covered 100% 1 routine exam per 24 months. s without a referral. Subject to Routine Physical Exam benefit. IN-NETWORK Office Hours: \$20 copay; After Office Hours/Home: \$25 copay \$20 copay \$20 copay for initial visit only, thereafter covered 100%
Routine Mammograms Recommended: one baseline mammodand over. Routine Digital Rectal Exams / Prostate Specific Antigen Test Recommended for males age 40 and Colorectal Cancer Screening For all members age 50 and over. Frequency schedule applies. Routine Eye Exams Direct access to participating provider Routine Hearing Screening PHYSICIAN SERVICES Primary Care Physician Visits Specialist Office Visits Prenatal OB Care	Covered 100% ogram for females age 35 - 39; and one annual mammogram for females age 40 Member cost sharing is based on the type of service performed and the place of service where it is rendered. over. Member cost sharing is based on the type of service performed and the place of service where it is rendered. Covered 100% 1 routine exam per 24 months. s without a referral. Subject to Routine Physical Exam benefit. IN-NETWORK Office Hours: \$20 copay; After Office Hours/Home: \$25 copay \$20 copay \$20 copay for initial visit only, thereafter covered 100% Same as applicable participating provider office visit member cost sharing
Routine Mammograms Recommended: one baseline mammogrand over. Routine Digital Rectal Exams / Prostate Specific Antigen Test Recommended for males age 40 and Colorectal Cancer Screening For all members age 50 and over. Frequency schedule applies. Routine Eye Exams Direct access to participating provider Routine Hearing Screening PHYSICIAN SERVICES Primary Care Physician Visits Specialist Office Visits Prenatal OB Care Allergy Treatment	Covered 100% ogram for females age 35 - 39; and one annual mammogram for females age 40 Member cost sharing is based on the type of service performed and the place of service where it is rendered. over. Member cost sharing is based on the type of service performed and the place of service where it is rendered. Covered 100% 1 routine exam per 24 months. s without a referral. Subject to Routine Physical Exam benefit. IN-NETWORK Office Hours: \$20 copay; After Office Hours/Home: \$25 copay \$20 copay \$20 copay for initial visit only, thereafter covered 100% Same as applicable participating provider office visit member cost sharing
Routine Mammograms Recommended: one baseline mammogrand over. Routine Digital Rectal Exams / Prostate Specific Antigen Test Recommended for males age 40 and Colorectal Cancer Screening For all members age 50 and over. Frequency schedule applies. Routine Eye Exams Direct access to participating provider Routine Hearing Screening PHYSICIAN SERVICES Primary Care Physician Visits Specialist Office Visits Prenatal OB Care Allergy Treatment Allergy Testing	Covered 100% ogram for females age 35 - 39; and one annual mammogram for females age 40 Member cost sharing is based on the type of service performed and the place of service where it is rendered. over. Member cost sharing is based on the type of service performed and the place of service where it is rendered. Covered 100% 1 routine exam per 24 months. Is without a referral. Subject to Routine Physical Exam benefit. IN-NETWORK Office Hours: \$20 copay; After Office Hours/Home: \$25 copay \$20 copay \$20 copay \$20 copay for initial visit only, thereafter covered 100% Same as applicable participating provider office visit member cost sharing Same as applicable participating provider office visit member cost sharing
Routine Mammograms Recommended: one baseline mammogrand over. Routine Digital Rectal Exams / Prostate Specific Antigen Test Recommended for males age 40 and Colorectal Cancer Screening For all members age 50 and over. Frequency schedule applies. Routine Eye Exams Direct access to participating provider Routine Hearing Screening PHYSICIAN SERVICES Primary Care Physician Visits Specialist Office Visits Prenatal OB Care Allergy Treatment Allergy Testing DIAGNOSTIC PROCEDURES	Covered 100% ogram for females age 35 - 39; and one annual mammogram for females age 40 Member cost sharing is based on the type of service performed and the place of service where it is rendered. over. Member cost sharing is based on the type of service performed and the place of service where it is rendered. Covered 100% 1 routine exam per 24 months. s without a referral. Subject to Routine Physical Exam benefit. IN-NETWORK Office Hours: \$20 copay; After Office Hours/Home: \$25 copay \$20 copay \$20 copay \$20 copay for initial visit only, thereafter covered 100% Same as applicable participating provider office visit member cost sharing Same as applicable participating provider office visit member cost sharing IN-NETWORK
Routine Mammograms Recommended: one baseline mammogrand over. Routine Digital Rectal Exams / Prostate Specific Antigen Test Recommended for males age 40 and Colorectal Cancer Screening For all members age 50 and over. Frequency schedule applies. Routine Eye Exams Direct access to participating provider Routine Hearing Screening PHYSICIAN SERVICES Primary Care Physician Visits Specialist Office Visits Prenatal OB Care Allergy Treatment Allergy Testing DIAGNOSTIC PROCEDURES Diagnostic Laboratory	Covered 100% Ogram for females age 35 - 39; and one annual mammogram for females age 40 Member cost sharing is based on the type of service performed and the place of service where it is rendered. Over. Member cost sharing is based on the type of service performed and the place of service where it is rendered. Covered 100% 1 routine exam per 24 months. Inverse without a referral. Subject to Routine Physical Exam benefit. IN-NETWORK Office Hours: \$20 copay; After Office Hours/Home: \$25 copay \$20 copay \$20 copay \$20 copay for initial visit only, thereafter covered 100% Same as applicable participating provider office visit member cost sharing Same as applicable participating provider office visit member cost sharing IN-NETWORK Covered 100%
Routine Mammograms Recommended: one baseline mammogrand over. Routine Digital Rectal Exams / Prostate Specific Antigen Test Recommended for males age 40 and Colorectal Cancer Screening For all members age 50 and over. Frequency schedule applies. Routine Eye Exams Direct access to participating provider Routine Hearing Screening PHYSICIAN SERVICES Primary Care Physician Visits Specialist Office Visits Prenatal OB Care Allergy Treatment Allergy Testing DIAGNOSTIC PROCEDURES Diagnostic Laboratory	Covered 100% ogram for females age 35 - 39; and one annual mammogram for females age 40 Member cost sharing is based on the type of service performed and the place of service where it is rendered. over. Member cost sharing is based on the type of service performed and the place of service where it is rendered. Covered 100% 1 routine exam per 24 months. swithout a referral. Subject to Routine Physical Exam benefit. IN-NETWORK Office Hours: \$20 copay; After Office Hours/Home: \$25 copay \$20 copay \$20 copay \$20 copay for initial visit only, thereafter covered 100% Same as applicable participating provider office visit member cost sharing Same as applicable participating provider office visit member cost sharing IN-NETWORK Covered 100% office visit and billed by the physician, expenses are covered subject to the



PLAN DESIGN & BENEFITS
PROVIDED BY AETNA HEALTH OF CALIFORNIA INC. - FULL RISK

Southland Transit Inc Effective Date: 09-01-2011 HMO High Plan - California

Diagnostic X-ray for Complex	\$100 copay
maging Services	
MERGENCY MEDICAL CARE	IN-NETWORK
Jrgent Care Provider	\$35 copay
Non-Urgent Use of Urgent Care	Not Covered
Provider	
Emergency Room	\$100 copay
Non-Emergency Care in an	Not Covered
Emergency Room	
Emergency Use of Ambulance	\$100 copay
Non-Emergency Use of Ambulance	
HOSPITAL CARE	IN-NETWORK
npatient Coverage	\$500 per admission
The member cost sharing applies to a	Il covered benefits incurred during a member's inpatient stay.
npatient Maternity Coverage	\$500 per admission
The member cost sharing applies to a	Il covered benefits incurred during a member's inpatient stay.
Outpatient Hospital	\$250 copay
The member cost sharing applies to a	all covered benefits incurred during a member's outpatient visit.
MENTAL HEALTH SERVICES	IN-NETWORK
Inpatient Mental Illness	\$500 per admission
The member cost sharing applies to a	all covered benefits incurred during a member's inpatient stay.
Outpatient Mental Illness	\$20 per visit
The member cost sharing applies to a	all covered benefits incurred during a member's outpatient visit.
.COHOL/DRUG ABUSE	IN-NETWORK
SERVICES	
Inpatient Detoxification	\$500 per admission
The member cost sharing applies to a	all covered benefits incurred during a member's inpatient stay.
Outpatient Detoxification	\$20 per visit
Inpatient Rehabilitation	\$500 per admission copay
The member cost sharing applies to a	all covered benefits incurred during a member's inpatient stay.
Residential Treatment Facility	\$500 per admission
Outpatient Rehabilitation	\$20 per visit
The member cost sharing applies to a	all covered benefits incurred during a member's outpatient visit.
OTHER SERVICES	IN-NETWORK
Skilled Nursing Facility	\$500 per admission
Skilled Nursing Facility	Limited to 100 days; per calendar year
The member east sharing applies to	all covered benefits incurred during a member's inpatient stay.
Home Health Care	Covered 100%
nome nealth Care	
I toute if to O to to written to delta mandan	Limited to 100 visits; per calendar year by a participating home health care agency; 1 visit equals a period of 4 hrs or
	by a participating nome health care agency, it visit equals a period of 4 ms of
less.	CEOO par admission
Hospice Care - Inpatient	\$500 per admission
The member cost sharing applies to a	all covered benefits incurred during a member's inpatient stay.
Hospice Care - Outpatient	Covered 100%





Private Duty Nursing	Not Covered
Outpatient Rehabilitation Therapy	\$20 copay
Freatment over a 60 day consecutive p	eriod per incident of illness or injury beginning with the first day of treatment.
ncludes speech, physical, occupationa	al therapy
Spinal Manipulation Therapy	Discount Program Only
(Chiropractic)	
Durable Medical Equipment	Covered 100%
• •	Limited to \$2,000; per calendar year
Diabetic Supplies	Pharmacy cost sharing applies if Pharmacy coverage is included; otherwise
	PCP office visit cost sharing applies.
Transplants	\$500 per admission
	Preferred coverage is provided at an IOE contracted facility only.
Bariatric Surgery	\$500 per admission
The member cost sharing applies to all	covered benefits incurred during a member's inpatient stay.
FAMILY PLANNING	IN-NETWORK
Infertility Treatment	Member cost sharing is based on the type of service performed and the place
moranty modulont	of service where it is rendered.
Diagnosis and treatment of the underly	
GIFT	Not Covered
Comprehensive Infertility Services	Not Covered
,	
Advanced Reproductive	Not Covered
chnology (ART)	
, , ,	
Voluntary Sterilization	Member cost sharing is based on the type of service performed and the place
	of service where it is rendered.
Including tubal ligation and vasectomy	
PRESCRIPTION DRUG BENEFITS	IN-NETWORK
Retail	\$15 copay for formulary generic drugs, \$30 copay for formulary brand-name
1700011	
	drugs, and \$50 copay for non-formulary brand-name and generic drugs up to
	a 30 day supply at participating pharmacies.
Mail Order	a 30 day supply at participating pharmacies. \$30 copay for formulary generic drugs, \$60 copay for formulary brand-name
Mail Order	 a 30 day supply at participating pharmacies. \$30 copay for formulary generic drugs, \$60 copay for formulary brand-name drugs, and \$100 copay for non-formulary brand-name and generic drugs up
Mail Order	 a 30 day supply at participating pharmacies. \$30 copay for formulary generic drugs, \$60 copay for formulary brand-name drugs, and \$100 copay for non-formulary brand-name and generic drugs up
	a 30 day supply at participating pharmacies. \$30 copay for formulary generic drugs, \$60 copay for formulary brand-name
Aetna Specialty CareRx ^{sм}	a 30 day supply at participating pharmacies. \$30 copay for formulary generic drugs, \$60 copay for formulary brand-name drugs, and \$100 copay for non-formulary brand-name and generic drugs up to a 31-90 day supply from Aetna Rx Home Delivery®.
Aetna Specialty CareRx sM No Mandatory Generic (NO MG) - Th	a 30 day supply at participating pharmacies. \$30 copay for formulary generic drugs, \$60 copay for formulary brand-name drugs, and \$100 copay for non-formulary brand-name and generic drugs up to a 31-90 day supply from Aetna Rx Home Delivery®. The member pays the applicable copay only.
Aetna Specialty CareRx SM No Mandatory Generic (NO MG) - The Plan Includes: Performance Enhanci	a 30 day supply at participating pharmacies. \$30 copay for formulary generic drugs, \$60 copay for formulary brand-name drugs, and \$100 copay for non-formulary brand-name and generic drugs up to a 31-90 day supply from Aetna Rx Home Delivery®. The member pays the applicable copay only.
Aetna Specialty CareRx SM No Mandatory Generic (NO MG) - The Plan Includes: Performance Enhancional fertility drugs included.	a 30 day supply at participating pharmacies. \$30 copay for formulary generic drugs, \$60 copay for formulary brand-name drugs, and \$100 copay for non-formulary brand-name and generic drugs up to a 31-90 day supply from Aetna Rx Home Delivery®. The member pays the applicable copay only. In Medication.
Aetna Specialty CareRx SM No Mandatory Generic (NO MG) - The Plan Includes: Performance Enhanci Oral fertility drugs included. Precert included with 90 day Transitio	a 30 day supply at participating pharmacies. \$30 copay for formulary generic drugs, \$60 copay for formulary brand-name drugs, and \$100 copay for non-formulary brand-name and generic drugs up to a 31-90 day supply from Aetna Rx Home Delivery®. The member pays the applicable copay only. In Medication.
Aetna Specialty CareRx SM No Mandatory Generic (NO MG) - The Plan Includes: Performance Enhanci Oral fertility drugs included. Precert included with 90 day Transitio Step Therapy included with 90 dayTra	a 30 day supply at participating pharmacies. \$30 copay for formulary generic drugs, \$60 copay for formulary brand-name drugs, and \$100 copay for non-formulary brand-name and generic drugs up to a 31-90 day supply from Aetna Rx Home Delivery®. The member pays the applicable copay only. In of Care ansition of Care.
Aetna Specialty CareRx SM No Mandatory Generic (NO MG) - The Plan Includes: Performance Enhanci Oral fertility drugs included. Precert included with 90 day Transition Step Therapy included with 90 dayTransition Prescription Drug Deductible; per	a 30 day supply at participating pharmacies. \$30 copay for formulary generic drugs, \$60 copay for formulary brand-name drugs, and \$100 copay for non-formulary brand-name and generic drugs up to a 31-90 day supply from Aetna Rx Home Delivery®. The member pays the applicable copay only. In Medication.
Aetna Specialty CareRx SM No Mandatory Generic (NO MG) - The Plan Includes: Performance Enhanci Oral fertility drugs included. Precert included with 90 day Transitio Step Therapy included with 90 dayTra	a 30 day supply at participating pharmacies. \$30 copay for formulary generic drugs, \$60 copay for formulary brand-name drugs, and \$100 copay for non-formulary brand-name and generic drugs up to a 31-90 day supply from Aetna Rx Home Delivery®. The member pays the applicable copay only. In of Care ansition of Care. None Individual
Aetna Specialty CareRx SM No Mandatory Generic (NO MG) - The Plan Includes: Performance Enhanci Oral fertility drugs included. Precert included with 90 day Transition Step Therapy included with 90 dayTransition Prescription Drug Deductible; per calendar year	a 30 day supply at participating pharmacies. \$30 copay for formulary generic drugs, \$60 copay for formulary brand-name drugs, and \$100 copay for non-formulary brand-name and generic drugs up to a 31-90 day supply from Aetna Rx Home Delivery®. The member pays the applicable copay only. In of Care ansition of Care. None Individual None Family
Aetna Specialty CareRx SM No Mandatory Generic (NO MG) - The Plan Includes: Performance Enhanci Oral fertility drugs included. Precert included with 90 day Transition Step Therapy included with 90 day Transition Prescription Drug Deductible; per calendar year GENERAL PROVISIONS	a 30 day supply at participating pharmacies. \$30 copay for formulary generic drugs, \$60 copay for formulary brand-name drugs, and \$100 copay for non-formulary brand-name and generic drugs up to a 31-90 day supply from Aetna Rx Home Delivery®. The member pays the applicable copay only. The member pays the applicable copay only. The core ansition of Care. The None Individual None Family IN-NETWORK
Aetna Specialty CareRx SM No Mandatory Generic (NO MG) - The Plan Includes: Performance Enhanci Oral fertility drugs included. Precert included with 90 day Transition Step Therapy included with 90 day Transition Drug Deductible; per calendar year GENERAL PROVISIONS Dependents Eligibility	\$30 copay for formulary generic drugs, \$60 copay for formulary brand-name drugs, and \$100 copay for non-formulary brand-name and generic drugs up to a 31-90 day supply from Aetna Rx Home Delivery®. The member pays the applicable copay only. In of Care ansition of Care. None Individual None Family IN-NETWORK Spouse, children from birth to age 26 regardless of student status.
Aetna Specialty CareRx SM No Mandatory Generic (NO MG) - The Plan Includes: Performance Enhanci Oral fertility drugs included. Precert included with 90 day Transition Step Therapy included with 90 day Transition Prescription Drug Deductible; per calendar year GENERAL PROVISIONS	a 30 day supply at participating pharmacies. \$30 copay for formulary generic drugs, \$60 copay for formulary brand-name drugs, and \$100 copay for non-formulary brand-name and generic drugs up to a 31-90 day supply from Aetna Rx Home Delivery®. The member pays the applicable copay only. The member pays the applicable copay only. The core ansition of Care. The None Individual None Family IN-NETWORK



HMO High Plan - California **PLAN DESIGN & BENEFITS**

PROVIDED BY AETNA HEALTH OF CALIFORNIA INC. - FULL RISK

Southland Transit Inc.

Effective Date: 09-01-2011

Exclusions and Limitations

Health benefits and health insurance plans are offered and/or underwritten by Aetna Health of California Inc. Each insurer has sole financial responsibility for its own products.

This material is for information only. Health benefits plans contain exclusions and limitations.

Not all health services are covered. See plan documents for a complete description of benefits, exclusions, limitations and conditions of coverage. Plan features and availability may vary by location and are subject to change.

You may be responsible for the health care provider's full charges for any non-covered services, including circumstances where you have exceeded a benefit limit contained in the plan. Providers are independent contractors and are not agents of Aetna. Provider participation may change without notice. Aetna does not provide care or guarantee access to health services.

The following is a list of services and supplies that are generally not covered. However, your plan documents may contain exceptions to this list based on state mandates or the plan design or rider(s) purchased by your employer.

- All medical and hospital services not specifically covered in, or which are limited or excluded by your plan documents.
- Cosmetic surgery, including breast reduction.
- · Custodial care.
- Dental care and dental x-rays.
- Ponor egg retrieval.
 - urable medical equipment.
- Experimental and investigational procedures, except for coverage for medically necessary routine patient care costs for members participating in a cancer clinical trial.
- Hearing aids.
- Home births.
- Immunizations for travel or work except where medically necessary or indicated.
- Implantable drugs and certain injectible drugs including injectible infertility drugs.
- Infertility services, including artificial insemination and advanced reproductive technologies such as IVF, ZIFT, GIFT, ICSI and other related services, unless specifically listed as covered in your plan documents.
- Long-term rehabilitation therapy.
- Non-medically necessary services or supplies.
- Orthotics except diabetic orthotics.
- Outpatient prescription drugs (except for treatment of diabetes), unless covered by a prescription plan rider and over-the-counter medications (except as provided in a hospital) and supplies.
- · Radial keratotomy or related procedures.
- Reversal of sterilization.
- Services for the treatment of sexual dysfunction or inadequacies including therapy, supplies or counseling or prescription drugs.
- Special duty nursing.
- Therapy or rehabilitation other than those listed as covered.
- Treatment of behavioral disorders.
- · Weight control services including surgical procedures, medical treatments, weight control/loss programs, dietary regimens and supplements, appetite suppressants and other medications; food or food supplements, exercise programs, exercise or other equipment; and other services and supplies that are primarily intended to control weight or treat obesity, including Morbid Obesity, or for the purpose of weight reduction, regardless of the existence of comorbid conditions.



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PLAN DESIGN & BENEFITS PROVIDED BY AETNA HEALTH OF CALIFORNIA INC. - FULL RISK

Aetna receives rebates from drug manufacturers that may be taken into account in determining Aetna's Preferred Drug List. Rebates do not reduce the amount a member pays the pharmacy for covered prescriptions. Aetna Rx Home Delivery and Aetna Specialty Pharmacy refer to Aetna Rx Home Delivery, LLC and Aetna Specialty Pharmacy, LLC, respectively. Aetna Rx Home Delivery and Aetna Specialty Pharmacy are licensed pharmacy subsidiaries of Aetna Inc. that operate through mail order. The charges that Aetna negotiates with Aetna Rx Home Delivery and Aetna Specialty Pharmacy may be higher than the cost they pay for the drugs and the cost of the mail order pharmacy services they provide. For these purposes, the pharmacies' cost of purchasing drugs takes into account discounts, credits and other amounts that they may receive from wholesalers, manufacturers, suppliers and distributors.

In case of emergency, call 911 or your local emergency hotline, or go directly to an emergency care facility.

If you require language assistance from an Aetna representative, please call the Member Services number located on your ID card, and you will be connected with the language line if needed; or you may dial direct at 1-888-982-3862 (140 languages are available. You must ask for an interpreter). TDD 1-800-628-3323 (hearing impaired only).

Si requiere la asistencia de un representante de Aetna que hable su idioma, por favor llame al número de Servicios al Miembro que aparece en su tarjeta de identificación y se le comunicará con la línea de idiomas si es necesario; de lo contrario, puede llamar directamente al 1-888-982-3862 (140 idiomas disponibles. Debe pedir un intérprete). TDD-1-800-628-3323 (sólo para las personas con impedimentos auditivos).

Plan features and availability may vary by location and group size.

r more information about Aetna plans, refer to **www.aetna.com**. While this material is believed to be accurate as of the production date, it is subject to change.

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Southland Transit Inc Effective Date: 09-01-2011 HMO Low Plan- California

PLAN FEATURES	IN-NETWORK
Deductible	None Individual
per calendar year)	
	None Family
Out-of-Pocket Maximum	\$2,500 Individual
per calendar year)	A
	\$5,000 Family
Member cost sharing for certain service	es may not apply toward the Out-of-Pocket Maximum.
n-Network expenses include coinsurar	nce, deductible and copays.
Pharmacy expenses do not apply towa	rds the Out-of-Pocket-Maximum.
_ifetime Maximum	Unlimited except where otherwise indicated.
Primary Care Physician Selection	Required
Referral Requirement	Required
PREVENTIVE CARE	IN-NETWORK
Routine Adult Physical Exams/	Covered 100%
mmunizations	
exam every 12 months for members	age 18 and older.
Routine Well Child	Covered 100%
Exams/Immunizations	
Age and frequency schedules apply)	
Routine Gynecological Care	Covered 100%
Exams	
exam per 12 months	
ludes routine tests and related lab fe	ees.
ludes Pap smear, HPV screening, a	
Routine Mammograms	Covered 100%
Recommended: one baseline mammo	gram for females age 35 - 39; and one annual mammogram for females age 40
and over.	
Routine Digital Rectal Exams /	Member cost sharing is based on the type of service performed and the place
Prostate Specific Antigen Test	of service where it is rendered.
Recommended for males age 40 and o	over.
Colorectal Cancer Screening	Member cost sharing is based on the type of service performed and the place
50,0.00.m. c.m.cc. c.m.cg	of service where it is rendered.
For all manufactors and EO and over	
For all members ade 50 and over.	
Frequency schedule applies.	Covered 100%
Frequency schedule applies.	= + · - · - · · · · · · · · · · · · · · ·
Frequency schedule applies. Routine Eye Exams	1 routine exam per 24 months.
Frequency schedule applies. Routine Eye Exams Direct access to participating providers	1 routine exam per 24 months. s without a referral.
Frequency schedule applies. Routine Eye Exams Direct access to participating providers Routine Hearing Screening	1 routine exam per 24 months. s without a referral. Subject to Routine Physical Exam benefit.
Frequency schedule applies. Routine Eye Exams Direct access to participating providers Routine Hearing Screening PHYSICIAN SERVICES	1 routine exam per 24 months. s without a referral. Subject to Routine Physical Exam benefit. IN-NETWORK
Frequency schedule applies. Routine Eye Exams Direct access to participating providers Routine Hearing Screening PHYSICIAN SERVICES Primary Care Physician Visits	1 routine exam per 24 months. s without a referral. Subject to Routine Physical Exam benefit. IN-NETWORK Office Hours: \$30 copay; After Office Hours/Home: \$35 copay
Frequency schedule applies. Routine Eye Exams Direct access to participating providers Routine Hearing Screening PHYSICIAN SERVICES Primary Care Physician Visits Specialist Office Visits	1 routine exam per 24 months. s without a referral. Subject to Routine Physical Exam benefit. IN-NETWORK Office Hours: \$30 copay; After Office Hours/Home: \$35 copay \$30 copay
Frequency schedule applies. Routine Eye Exams Direct access to participating providers Routine Hearing Screening PHYSICIAN SERVICES Primary Care Physician Visits Specialist Office Visits Prenatal OB Care	1 routine exam per 24 months. s without a referral. Subject to Routine Physical Exam benefit. IN-NETWORK Office Hours: \$30 copay; After Office Hours/Home: \$35 copay \$30 copay \$30 copay for initial visit only, thereafter covered 100%
Frequency schedule applies. Routine Eye Exams Direct access to participating providers Routine Hearing Screening PHYSICIAN SERVICES Primary Care Physician Visits Specialist Office Visits Prenatal OB Care Allergy Treatment	1 routine exam per 24 months. s without a referral. Subject to Routine Physical Exam benefit. IN-NETWORK Office Hours: \$30 copay; After Office Hours/Home: \$35 copay \$30 copay \$30 copay for initial visit only, thereafter covered 100% Same as applicable participating provider office visit member cost sharing
Frequency schedule applies. Routine Eye Exams Direct access to participating providers Routine Hearing Screening PHYSICIAN SERVICES Primary Care Physician Visits Specialist Office Visits Prenatal OB Care Allergy Treatment Allergy Testing	1 routine exam per 24 months. s without a referral. Subject to Routine Physical Exam benefit. IN-NETWORK Office Hours: \$30 copay; After Office Hours/Home: \$35 copay \$30 copay \$30 copay for initial visit only, thereafter covered 100% Same as applicable participating provider office visit member cost sharing Same as applicable participating provider office visit member cost sharing
Frequency schedule applies. Routine Eye Exams Direct access to participating providers Routine Hearing Screening PHYSICIAN SERVICES Primary Care Physician Visits Specialist Office Visits Prenatal OB Care Allergy Treatment Allergy Testing DIAGNOSTIC PROCEDURES	1 routine exam per 24 months. s without a referral. Subject to Routine Physical Exam benefit. IN-NETWORK Office Hours: \$30 copay; After Office Hours/Home: \$35 copay \$30 copay \$30 copay for initial visit only, thereafter covered 100% Same as applicable participating provider office visit member cost sharing Same as applicable participating provider office visit member cost sharing IN-NETWORK
Frequency schedule applies. Routine Eye Exams Direct access to participating providers Routine Hearing Screening PHYSICIAN SERVICES Primary Care Physician Visits Specialist Office Visits Prenatal OB Care Allergy Treatment Allergy Testing DIAGNOSTIC PROCEDURES Diagnostic Laboratory	1 routine exam per 24 months. s without a referral. Subject to Routine Physical Exam benefit. IN-NETWORK Office Hours: \$30 copay; After Office Hours/Home: \$35 copay \$30 copay \$30 copay for initial visit only, thereafter covered 100% Same as applicable participating provider office visit member cost sharing Same as applicable participating provider office visit member cost sharing IN-NETWORK Covered 100%
Specialist Office Visits Prenatal OB Care Allergy Treatment Allergy Testing DIAGNOSTIC PROCEDURES Diagnostic Laboratory	1 routine exam per 24 months. s without a referral. Subject to Routine Physical Exam benefit. IN-NETWORK Office Hours: \$30 copay; After Office Hours/Home: \$35 copay \$30 copay \$30 copay for initial visit only, thereafter covered 100% Same as applicable participating provider office visit member cost sharing Same as applicable participating provider office visit member cost sharing IN-NETWORK Covered 100% ffice visit and billed by the physician, expenses are covered subject to the



Southland Transit Inc Effective Date: 09-01-2011 HMO Low Plan- California

Diagnostic X-ray for Complex maging Services	\$100 copay
EMERGENCY MEDICAL CARE	IN-NETWORK
Jrgent Care Provider	\$35 copay
Non-Urgent Use of Urgent Care	Not Covered
Provider	
Emergency Room	\$100 copay
Non-Emergency Care in an	Not Covered
Emergency Room	
Emergency Use of Ambulance	\$100 copay
Non-Emergency Use of Ambulance	Not Covered
HOSPITAL CARE	IN-NETWORK
npatient Coverage	\$500 per day for the first 3 days per admission, thereafter Covered 100%
	I covered benefits incurred during a member's inpatient stay.
Inpatient Maternity Coverage	\$500 per day for the first 3 days per admission, thereafter Covered 100%
	I covered benefits incurred during a member's inpatient stay.
Outpatient Hospital	\$500 copay
The member cost sharing applies to al	Il covered benefits incurred during a member's outpatient visit.
MENTAL HEALTH SERVICES	IN-NETWORK
Inpatient Mental Illness	\$500 per day for the first 3 days per admission, thereafter Covered 100%
The member cost sharing applies to al	Il covered benefits incurred during a member's inpatient stay.
Outpatient Mental Illness	\$30 per visit
	Il covered benefits incurred during a member's outpatient visit.
COHOL/DRUG ABUSE SERVICES	IN-NETWORK
Inpatient Detoxification	\$500 per day for the first 3 days per admission, thereafter Covered 100%
The member cost sharing applies to a	Il covered benefits incurred during a member's inpatient stay.
Outpatient Detoxification	\$30 per visit
Inpatient Rehabilitation	\$500 per day for the first 3 days per admission, thereafter Covered 100%
The member cost sharing applies to a	Il covered benefits incurred during a member's inpatient stay.
Residential Treatment Facility	\$500 per day for the first 3 days per admission, thereafter Covered 100%
Outpatient Rehabilitation	\$30 per visit
The member cost sharing applies to a	Il covered benefits incurred during a member's outpatient visit.
OTHER SERVICES	IN-NETWORK
Skilled Nursing Facility	\$500 per day for the first 3 days per admission, thereafter Covered 100%
on an out of the state of	Limited to 100 days; per calendar year
The member cost sharing applies to a	Il covered benefits incurred during a member's inpatient stay.
Home Health Care	Covered 100%
	Limited to 100 visits; per calendar year
Limited to 3 intermittent visits per day less.	by a participating home health care agency; 1 visit equals a period of 4 hrs or
Hospice Care - Inpatient	\$500 per day for the first 3 days per admission, thereafter Covered 100%
The member cost sharing applies to a	Il covered benefits incurred during a member's inpatient stay.
The High per cost sharing applies to a	





Private Duty Nursing	Not Covered
Outpatient Rehabilitation Therapy	\$30 copay
Freatment over a 60 day consecutive p	eriod per incident of illness or injury beginning with the first day of treatment.
ncludes speech, physical, occupationa	l therapy
Spinal Manipulation Therapy	Discount Program Only
(Chiropractic)	
Durable Medical Equipment	Covered 100%
	Limited to \$2,000; per calendar year
Diabetic Supplies	Pharmacy cost sharing applies if Pharmacy coverage is included; otherwise PCP office visit cost sharing applies.
Transplants	\$500 per day for the first 3 days per admission, thereafter Covered 100%
Talispiants	Preferred coverage is provided at an IOE contracted facility only.
Bariatric Surgery	\$500 per day for the first 3 days per admission, thereafter Covered 100%
The member cost sharing applies to all	covered benefits incurred during a member's inpatient stay.
FAMILY PLANNING	IN-NETWORK
Infertility Treatment	Member cost sharing is based on the type of service performed and the place
imerunty reautiont	of service where it is rendered.
Diagnosis and treatment of the underly	
GIFT	Not Covered
GIFT	1101 0010100
Comprehensive Infertility Services	Not Covered
Advanced Reproductive hnology (ART)	Not Covered
Voluntary Sterilization	Member cost sharing is based on the type of service performed and the place of service where it is rendered.
Including tubal ligation and vasectomy.	
PRESCRIPTION DRUG BENEFITS	IN-NETWORK
Retail	\$15 copay for formulary generic drugs, \$30 copay for formulary brand-name
IVELQII	drugs, and \$50 copay for non-formulary brand-name and generic drugs up to
	a 30 day supply at participating pharmacies.
Mail Order	\$30 copay for formulary generic drugs, \$60 copay for formulary brand-name
	drugs, and \$100 copay for non-formulary brand-name and generic drugs up
	to a 31-90 day supply from Aetna Rx Home Delivery®.
Aetna Specialty CareRx sM	to a c. to any outper non-terms and terms person yes.
N. Mandatana Canada (NO MC). Th	a member neve the applicable capey only
NA Manatan (spiencini ini inis- iii	ie member bays me abblicable cobay only.
	ne member pays the applicable copay only.
Plan Includes: Performance Enhancir	
Plan Includes: Performance Enhancir Oral fertility drugs included.	ng Medication.
Plan Includes: Performance Enhancir Oral fertility drugs included. Precert included with 90 day Transition	ng Medication. n of Care
Plan Includes: Performance Enhancir Oral fertility drugs included. Precert included with 90 day Transition Step Therapy included with 90 day Transition	ng Medication. n of Care ansition of Care.
Plan Includes: Performance Enhancir Oral fertility drugs included. Precert included with 90 day Transition	ng Medication. n of Care ansition of Care. None Individual
Plan Includes: Performance Enhancing Oral fertility drugs included. Precert included with 90 day Transition Step Therapy included with 90 day Transition Prescription Drug Deductible; per calendar year	ng Medication. n of Care ansition of Care. None Individual None Family
Plan Includes: Performance Enhancing Oral fertility drugs included. Precert included with 90 day Transition Step Therapy included with 90 day Transition Prescription Drug Deductible; per	ng Medication. n of Care ansition of Care. None Individual None Family IN-NETWORK
Plan Includes: Performance Enhancing Oral fertility drugs included. Precert included with 90 day Transition Step Therapy included with 90 day Transition Prescription Drug Deductible; per calendar year	nof Care ansition of Care. None Individual None Family IN-NETWORK Spouse, children from birth to age 26 regardless of student status.
Plan Includes: Performance Enhancing Oral fertility drugs included. Precert included with 90 day Transition Step Therapy included with 90 day Transition Prescription Drug Deductible; per calendar year GENERAL PROVISIONS	ng Medication. n of Care ansition of Care. None Individual None Family IN-NETWORK



Southland Transit Inc Effective Date: 09-01-2011 HMO Low Plan- California

PROVIDED BY AETNA HEALTH OF CALIFORNIA INC. - FULL RISK

Exclusions and Limitations

X Aetna:

Health benefits and health insurance plans are offered and/or underwritten by Aetna Health of California Inc. Each insurer has sole financial responsibility for its own products.

This material is for information only. Health benefits plans contain exclusions and limitations.

Not all health services are covered. See plan documents for a complete description of benefits, exclusions, limitations and conditions of coverage. Plan features and availability may vary by location and are subject to change.

You may be responsible for the health care provider's full charges for any non-covered services, including circumstances where you have exceeded a benefit limit contained in the plan. Providers are independent contractors and are not agents of Aetna. Provider participation may change without notice. Aetna does not provide care or quarantee access to health services.

The following is a list of services and supplies that are generally *not covered*. However, your plan documents may contain exceptions to this list based on state mandates or the plan design or rider(s) purchased by your employer.

- All medical and hospital services not specifically covered in, or which are limited or excluded by your plan documents.
- Cosmetic surgery, including breast reduction.
- Custodial care.
- Dental care and dental x-rays.
 - Ponor egg retrieval.
 - urable medical equipment.
- Experimental and investigational procedures, except for coverage for medically necessary routine patient care costs for members participating in a cancer clinical trial.
- · Hearing aids.
- · Home births.
- Immunizations for travel or work except where medically necessary or indicated.
- Implantable drugs and certain injectible drugs including injectible infertility drugs.
- Infertility services, including artificial insemination and advanced reproductive technologies such as IVF, ZIFT, GIFT, ICSI and other related services, unless specifically listed as covered in your plan documents.
- · Long-term rehabilitation therapy.
- Non-medically necessary services or supplies.
- · Orthotics except diabetic orthotics.
- Outpatient prescription drugs (except for treatment of diabetes), unless covered by a prescription plan rider and over-the-counter medications (except as provided in a hospital) and supplies.
- Radial keratotomy or related procedures.
- · Reversal of sterilization.
- Services for the treatment of sexual dysfunction or inadequacies including therapy, supplies or counseling or prescription drugs.
- · Special duty nursing.
- Therapy or rehabilitation other than those listed as covered.
- Treatment of behavioral disorders.
- Weight control services including surgical procedures, medical treatments, weight control/loss programs, dietary regimens and supplements, appetite suppressants and other medications; food or food supplements, exercise programs, exercise or other equipment; and other services and supplies that are primarily intended to control weight or treat obesity, including Morbid Obesity, or for the purpose of weight reduction, regardless of the existence of comorbid conditions.



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PLAN DESIGN & BENEFITS PROVIDED BY AETNA HEALTH OF CALIFORNIA INC. - FULL RISK

Aetna receives rebates from drug manufacturers that may be taken into account in determining Aetna's Preferred Drug List. Rebates do not reduce the amount a member pays the pharmacy for covered prescriptions. Aetna Rx Home Delivery and Aetna Specialty Pharmacy refer to Aetna Rx Home Delivery, LLC and Aetna Specialty Pharmacy, LLC, respectively. Aetna Rx Home Delivery and Aetna Specialty Pharmacy are licensed pharmacy subsidiaries of Aetna Inc. that operate through mail order. The charges that Aetna negotiates with Aetna Rx Home Delivery and Aetna Specialty Pharmacy may be higher than the cost they pay for the drugs and the cost of the mail order pharmacy services they provide. For these purposes, the pharmacies' cost of purchasing drugs takes into account discounts, credits and other amounts that they may receive from wholesalers, manufacturers, suppliers and distributors.

In case of emergency, call 911 or your local emergency hotline, or go directly to an emergency care facility.

If you require language assistance from an Aetna representative, please call the Member Services number located on your ID card, and you will be connected with the language line if needed; or you may dial direct at 1-888-982-3862 (140 languages are available. You must ask for an interpreter). TDD 1-800-628-3323 (hearing impaired only).

Si requiere la asistencia de un representante de Aetna que hable su idioma, por favor llame al número de Servicios al Miembro que aparece en su tarjeta de identificación y se le comunicará con la línea de idiomas si es necesario; de lo contrario, puede llamar directamente al 1-888-982-3862 (140 idiomas disponibles. Debe pedir un intérprete). TDD-1-800-628-3323 (sólo para las personas con impedimentos auditivos).

Plan features and availability may vary by location and group size.

ir more information about Aetna plans, refer to **www.aetna.com.** While this material is believed to be accurate as of the production date, it is subject to change.

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etna Health of California, Inc.

Vitalidad Plus California con Aetna HMO \$20/\$5

LAN FEATURES	California PCP Selected*	Mexico PCP Selected**	
eductible (per calendar year)	None	None	
lember Coinsurance	Not Applicable	Not Applicable	
opay Maximum (per calendar year)	\$2,500 per Individual \$5,000 per Family		
Il member copays accumulate toward the Copay ontribute more than the Individual Copay Maximu laximum is met, all family members will be considerar.	m toward satisfaction of the Family	Copay Maximum. Once the Family Copay	
ifetime Maximum		Unlimited	
rimary Care Physician Selection		Required	
Ipon enrollment to a Vitalidad Plus plan, each Me lexico. The selected PCP is responsible for coor hange to another California PCP at any time. Me me. However, it is important to note that member ew PCP is not located in the country as the prior CP selection and changes.	dinating the Member's care. Membermbers who select a Mexico PCP messare only allowed to change PCPs one. Refer to the evidence of Cove	ers who select a California PCP may ay change to another Mexico PCP at any one time every twelve months when the trage for additional information regarding	
eferral Requirement	Required for all non-emergency, non-urgent and non-Primary Care Physician services, except Direct Access Services.		
HYSICIAN SERVICES	California PCP Selected	Mexico PCP Selected	
riı / Care Physician Visits	\$20 copay	\$5 copay	
pecialist Office Visits	\$20 copay	\$5 copay	
laternity OB Visits	\$20 copay	\$5 copay	
Illergy Testing	\$20 copay	No charge	
llergy Treatment	\$20 copay	\$5 copay	



Vitalidad Plus California con Aetna HMO \$20/\$5

REVENTIVE CARE	California PCP Selected	Mexico PCP Selected
coutine Adult Physical Exams / Immunizations ge and frequency schedules may apply	\$20 copay	No charge
Vell Child Exams / Immunizations .ge and frequency schedules may apply	\$20 copay	No charge
loutine Gynecological Exams** ncludes Pap smear and related lab fees ne routine exam(s) per 365 days.	\$20 copay	No charge
Noutine Mammograms One baseline mammogram for females age 35-39; Ind one annual mammogram for females age 40 Ind over.	\$20 copay	No charge
rostate Specific Antigen Test or covered males age 40 and over.	Member cost sharing is based on the type of service performed and the place rendered	Member cost sharing is based on the type of service performed and the place rendered
or all members age 50 and over. Frequency chedule applies.	Member cost sharing is based on the type of service performed and the place rendered	Member cost sharing is based on the type of service performed and the place rendered
olonoscopy	See Outpatient Surgery Benefit	See Outpatient Surgery Benefit
outine Vision and Hearing Screening	Covered as part of a routine physical exam	\$5 copay
IAGNOSTIC PROCEDURES	California PCP Selected	Mexico PCP Selected
iagnostic Laboratory	\$20 copay	No charge
iagnostic X-ray (except for Complex Imaging ervices)		No charge
complex Imaging Services ncluding, but not limited to, MRI, MRA, PET and it Scans and any other outpatient diagnostic naging service costing over \$500.	\$20 copay	No charge



Vitalidad Plus California con Aetna HMO \$20/\$5

MERGENCY MEDICAL CARE	California PCP Selected	Mexico PCP Selected
rgent Care Provider	\$50 copay	\$10 copay
rgent Care Provider	фоо сорау	ψ το σοραγ
on-Urgent use of Urgent Care Provider	Not Covered	Not Covered
mergency Room	\$100 copay	\$10 copay
on-Emergency care in an Emergency Room	Not Covered	Not Covered
morganov Ambulanco	\$100 copay	No charge
mergency Ambulance OSPITAL CARE	California PCP Selected	Mexico PCP Selected
OSPITAL CARE	California i Cr Selected	Mickies I St. Sciented
patient Coverage	\$400 per day up to 3-days per admit	No charge
ncluding maternity & transplants		
outpatient Surgery - OP Hospital	\$200 copay	No charge
rovided in an outpatient hospital department		
outpatient Surgery - Freestanding Facility	\$100 copay	No charge
rovided in a freestanding surgical facility		
IENTAL HEALTH SERVICES	California PCP Selected	Mexico PCP Selected
patient Serious Mental Illness & Serious	\$400 per day up to 3-days per admit	No charge
motional Disturbances of a Child		
utpatient Serious Mental Illness & Serious	\$20 copay	\$5 copay
motional Disturbances of a Child		
p it Other than Serious Mental Illness &	\$400 per day up to 3-days per admit	No charge
erious Emotional Disturbances of a Child		
Limits	None	None
Outpatient Other than Serious Mental Illness &		\$5 copay
erious Emotional Disturbances of a Child	l cobay	фэ сорау
enous Emotional Disturbances of a Child		
Limits	None	None
LCOHOL/DRUG ABUSE SERVICES	California PCP Selected	Mexico PCP Selected
npatient Detoxification	\$400 per day up to 3-days per admit	No charge
outpatient Detoxification	\$20 copay	\$5 copay
npatient Rehabilitation	\$400 per day up to 3-days per admit	No charge
	None	30 days per member per calendar
outpatient Rehabilitation	\$20 copay	\$5 copay
Limits	None	20 visits per member per calendar





Vitalidad Plus California con Aetna HMO \$20/\$5

THER SERVICES	California PCP Selected	Mexico PCP Selected
killed Nursing Facility	\$400 per day up to 3-days per admit	No charge
Limits	' '	100 days per member per calendar year
ome Health Care	\$0 copay	\$0 copay
patient Hospice Care	\$400 per day up to 3-days per admit	No charge
utpatient Hospice Care	No charge	\$5 copay (home-based only)
utpatient Speech, Physical and Occupational herapy	\$20 copay	\$5 copay
Limits	60 visits per member per calendar year	None
hiropractic**	\$15 copay	Not covered
Limits	year	NA
urahle Medical Equipment	50%	No charge
Limits	Maximum benefit of \$2,000 per member per calendar year	None
AMILY PLANNING	California PCP Selected	Mexico PCP Selected
overage for only the diagnosis and surgical eatment of the underlying medical cause	Member cost sharing is based on the type of service performed and the place rendered	Member cost sharing is based on the type of service performed and the place rendered
oluntary Sterilization adduding tubal ligation and vasectomy	Member cost sharing is based on the type of service performed and the place rendered	Member cost sharing is based on the type of service performed and the place rendered
HARMACY - PRESCRIPTION DRUG ENEFITS	CALIFORNIA PARTICIPATING PHARMACIES	MEXICO PARTICIPATING PHARMACIES
etail Ip to a 30-day supply at participating pharmacies Icludes insulin.	\$15 copay for generic formulary drugs, \$35 copay for brand name formulary drugs, and \$50 copay for generic and brand name non-formulary drugs	\$5 Generic & Brand
lail Order 1-90 day supply at participating pharmacies, includes insulin.	\$30 copay for generic formulary drugs, \$70 copay for brand name formulary drugs, and \$100 copay for generic and brand name non-formulary drugs	Not Covered

ory Generic with DAW override - The member pays the applicable copay/coinsurance] only, if the physician requires ranu. If the member requests brand when a generic is available, the member pays the applicable copay/coinsurance plus the ifference between the generic price and the brand price.





Vitalidad Plus California con Aetna HMO \$20/\$5

lan includes: Contraceptive drugs and devices obtainable from a pharmacy and diabetic supplies obtainable from a pharmacy. ifestyle/performance drugs limited to 6 pills per month. Precertification included and 90-day Transition of Care (TOC) for recertification included.

For this plan, "California PCP Selected" refers to the Aetna California Vitalidad Plus Network providers. For any concerns about ccessing and obtaining services from the California Vitalidad Plus network please call Member Services at 1-888-98-AETNA (1-88-982-3862).

'For this plan, "Mexico PCP Selected" refers to the SIMNSA Network participating providers. For any questions or concerns bout accessing and obtaining services from the SIMNSA network please call Member Services at 1-888-98-AETNA (1-888-982-

'Members may directly access participating providers for certain services as outlined in the plan documents.

/hat's Not Covered

his plan does not cover all health care expenses and includes exclusions and limitations. Members should refer to their plan ocuments to determine which health care services are covered and to what extent. The following is a partial list of services and upplies that are generally not covered. However, your plan documents may contain exceptions to this list based on state nandates or the plan design or rider(s) purchased.

All medical or hospital services not specifically covered in, or which are limited or excluded by your plan documents, including costs of services before coverage begins and after coverage terminates

Blood and blood byproducts, except as administered on an inpatient or emergency care basis

netic surgery

Custodial care

Dental care and x-rays

Donor egg retrieval

Experimental and investigational procedures, except for coverage for medically necessary routine patient care costs for Members participating in a cancer clinical trial

Hearing aids

Home births

Immunizations for travel or work

Implantable drugs and certain injectible drugs including injectible infertility drugs

Infertility services including artificial insemination and advanced reproductive technologies such as IVF, ZIFT, GIFT, ICSI and other related services unless specifically listed as covered in your plan documents

Long Term Rehabilitation

Nonmedically necessary services or supplies

Orthotics, except diabetic orthotics

Over-the-counter medications and supplies other than for certain covered diabetic drugs and supplies and/or certain ontraceptives

Radial Keratotomy or related procedures

Reversal of sterilization

Services for the treatment of sexual dysfunction or inadequacies, including therapy, supplies, counseling and prescription drugs

Special duty nursing

Therapy or rehabilitation other than those listed as covered in the plan documents

Treatment of behavioral disorders

ght reduction programs, or dietary supplements, except as pre-authorized by HMO for the Medically Necessary treatment f morbid obesity



Vitalidad Plus California con Aetna HMO \$20/\$5

his material is for informational purposes only and is neither an offer of coverage nor medical advice. It contains only a partial, eneral description of plan benefits or programs and does not constitute a contract. Aetna does not provide health care services nd, therefore, cannot guarantee results or outcomes. Consult the plan documents (i.e. Schedule of Benefits, Certificate of coverage, Evidence of Coverage, Group Agreement, Group Insurance Certificate and/or Group Policy) to determine governing ontractual provisions, including procedures, exclusions and limitations relating to the plan. The availability of a plan or program nay vary by geographic service area. Some benefits are subject to limitations or visit maximums. Participating physicians, ospitals and other health care providers are independent contractors and are neither agents nor employees of Aetna. The vailability of any particular provider cannot be guaranteed, and provider network composition is subject to change. Notice of the hange shall be provided in accordance with applicable state law.

repending on the plan selected, new prescription drugs not yet reviewed by our medication review committee are either available to the highest copay under plans with an open formulary, or excluded from coverage unless a medical exception is obtained not not plans that use a closed formulary. This may also be subject to precertification or step-therapy. Non-prescription drugs, and drugs in the Limitations and Exclusions section of the plan documents (received upon enrollment) are not covered, and nedical exceptions are not available for them.

your plan covers outpatient prescription drugs, your plan may include a drug formulary (preferred drug list). A formulary is a list f prescription drugs generally covered under your prescription drug benefits plan on a preferred basis subject to applicable mitations and conditions. Your pharmacy benefit is generally not limited to the drugs listed on the formulary. The medications sted on the formulary are subject to change in accordance with applicable state law. For information regarding how medications re reviewed and selected for the formulary, formulary information, and information about other pharmacy programs such as receptification and step-therapy, please refer to Aetna's website at Aetna.com, or the Aetna Medication Formulary Guide. Many ruge including many of those listed on the formulary, are subject to rebate

rrangements between Aetna and the manufacturer of the drugs. Rebates received by Aetna from drug manufacturers are not effected in the cost paid by a member for a prescription drug. In addition, in circumstances where your prescription plan utilizes opayments or coinsurance calculated on a percentage basis or a deductible, use of formulary drugs may not necessarily result lower costs for the member. Members should consult with their treating physicians regarding questions about specific nedications. Refer to your plan documents or contact Member Services for information regarding the terms and limitations of overage.

etna Rx Home Delivery refers to Aetna Rx Home Delivery, LLC, a subsidiary of Aetna, Inc., that is a licensed pharmacy roviding mail-order pharmacy services. Aetna's negotiated charge with Aetna Rx Home Delivery may be higher than Aetna Rx lome Delivery's cost of purchasing drugs and providing mail-order pharmacy services.

Aetna" is the brand name used for products and services provided by one or more of the Aetna group of subsidiary companies. lans are offered by Aetna health of California Inc.

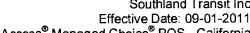
Vhile this information is believed to be accurate as of the print date, it is subject to change.



Southland Transit Inc

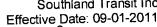
Southland Transit Inc Effective Date: 09-01-2011 Open Access® Managed Choice® POS - California PLAN DESIGN & BENEFITS BY AETNA LIFE INSURANCE PROVIDED BY AETNA LIFE INSURANCE COMPANY

PLAN FEATURES	PREFERRED CARE	NON-PREFERRED CARE
Deductible (per calendar year)	\$250 Individual	\$250 Individual
-	\$500 Family	\$500 Family
All covered expenses, excluding presc	ription drugs, accumulate separately tow	ard the preferred or non-preferred
Deductible.		
Unless otherwise indicated, the deduct	ible must be met prior to benefits being	payable.
Once Family Deductible is met, all fam	ily members will be considered as havin	g met their Deductible for the remainder
of the calendar year. There is no Indivi	dual Deductible to satisfy within the Fam	nily Deductible.
Member Coinsurance	10%	30%
Applies to all expenses unless otherwise		
Payment Limit (per calendar year)	\$2,000 Individual	\$6,000 Individual
	\$4,000 Family	\$12,000 Family
	ription drugs, accumulate separately tov	vard the preferred or non-preferred
Payment Limit.		
Certain member cost sharing elements	may not apply toward the Payment Lim	it.
Only those out-of-pocket expenses res	sulting from the application of coinsurance	ce percentage (except any deductibles,
and penalty amounts) may be used to	satisfy the Payment Limit.	to the top of the top the
	family members will be considered as h	aving met their Payment Limit for the
remainder of the calendar year.		
Lifetime Maximum		
Unlimited except where otherwise indi		Nist Assiliants
Primary Care Physician Selection	Optional	Not Applicable
Certification Requirements -	e i i i i i i i i i i i i i i i i i i i	destination in bonefite maid for that
tification for certain types of Non-P	referred care must be obtained to avoid	a reduction in benefits paid for that
cure. Certification for Hospital Admissi	ons, Treatment Facility Admissions, Cor	avert could be nevertally to each type of
	e Duty Nursing is required - excluded ar	nount applied separately to each type of
expense is \$400 per occurrence.	News	None
Referral Requirement	None PREFERRED CARE	None NON-PREFERRED CARE
PREVENTIVE CARE	Covered 100%; deductible waived	30%
Routine Adult Physical Exams/	Covered 100%, deductible warved	30 70
Immunizations		
1 exam every 12 months for members	age 10 and older	
	age 18 and older.	30%: after deductible
Routine Well Child	age 18 and older. Covered 100%; deductible waived	30%; after deductible
Exams/Immunizations	Covered 100%; deductible waived	
Exams/Immunizations 7 exams in the first 12 months of life,	Covered 100%; deductible waived	30%; after deductible 3 exams in the third 12 months of life, 1
Exams/Immunizations 7 exams in the first 12 months of life, and exam per year thereafter to age 18.	Covered 100%; deductible waived 3 exams in the second 12 months of life,	3 exams in the third 12 months of life, 1
Exams/Immunizations 7 exams in the first 12 months of life, exam per year thereafter to age 18. Routine Gynecological Care	Covered 100%; deductible waived	
Exams/Immunizations 7 exams in the first 12 months of life, sexam per year thereafter to age 18. Routine Gynecological Care Exams	Covered 100%; deductible waived 3 exams in the second 12 months of life, Covered 100%; deductible waived	3 exams in the third 12 months of life, 1
Exams/Immunizations 7 exams in the first 12 months of life, exam per year thereafter to age 18. Routine Gynecological Care	Covered 100%; deductible waived 3 exams in the second 12 months of life, Covered 100%; deductible waived	3 exams in the third 12 months of life, 1
Exams/Immunizations 7 exams in the first 12 months of life, and per year thereafter to age 18. Routine Gynecological Care Exams One exam per calendar year. Include	Covered 100%; deductible waived 3 exams in the second 12 months of life, Covered 100%; deductible waived s routine tests and related lab fees.	3 exams in the third 12 months of life, 1 30%; after deductible
Exams/Immunizations 7 exams in the first 12 months of life, and per year thereafter to age 18. Routine Gynecological Care Exams One exam per calendar year. Include Routine Mammograms	Covered 100%; deductible waived 3 exams in the second 12 months of life, Covered 100%; deductible waived s routine tests and related lab fees. Covered 100%; deductible waived	3 exams in the third 12 months of life, 1 30%; after deductible 30%; after deductible
Exams/Immunizations 7 exams in the first 12 months of life, and per year thereafter to age 18. Routine Gynecological Care Exams One exam per calendar year. Include Routine Mammograms One baseline mammogram for covered	Covered 100%; deductible waived 3 exams in the second 12 months of life, Covered 100%; deductible waived s routine tests and related lab fees.	3 exams in the third 12 months of life, 1 30%; after deductible 30%; after deductible
Exams/Immunizations 7 exams in the first 12 months of life, and per year thereafter to age 18. Routine Gynecological Care Exams One exam per calendar year. Include Routine Mammograms One baseline mammogram for covere age 40 and over.	Covered 100%; deductible waived a exams in the second 12 months of life, Covered 100%; deductible waived as routine tests and related lab fees. Covered 100%; deductible waived ad females age 35-39, one mammogram	3 exams in the third 12 months of life, 1 30%; after deductible 30%; after deductible per calendar year for covered females
Exams/Immunizations 7 exams in the first 12 months of life, and per year thereafter to age 18. Routine Gynecological Care Exams One exam per calendar year. Include Routine Mammograms One baseline mammogram for covered	Covered 100%; deductible waived 3 exams in the second 12 months of life, Covered 100%; deductible waived s routine tests and related lab fees. Covered 100%; deductible waived	3 exams in the third 12 months of life, 1 30%; after deductible 30%; after deductible per calendar year for covered females Member cost sharing is based on the
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Exams/Immunizations 7 exams in the first 12 months of life, and per year thereafter to age 18. Routine Gynecological Care Exams One exam per calendar year. Include Routine Mammograms One baseline mammogram for covere age 40 and over. Routine Digital Rectal Exam	Covered 100%; deductible waived a exams in the second 12 months of life, Covered 100%; deductible waived as routine tests and related lab fees. Covered 100%; deductible waived ad females age 35-39, one mammogram	3 exams in the third 12 months of life, 1 30%; after deductible 30%; after deductible per calendar year for covered females Member cost sharing is based on the
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X Aetna [*]		Effective Date: 09-01-2011		
MINUME		ss [®] Managed Choice [®] POS - California		
ngo	PLAN DESIGN & BENEFITS			
PROVIDED BY AETNA LIFE INSURANCE COMPANY				
Colorectal Cancer Screening	Member cost sharing is based on the	Member cost sharing is based on the		
	type of service performed and the place of service where it is rendered.	type of service performed and the place of service where it is rendered.		
For all members age 50 and over.	place of service where it is refluered.	place of service where it is reflected.		
Routine Eye Exams	Covered 100%; deductible waived	30%; after deductible		
1 routine exam per 12 months.	Covered 100%, deddenble walved	oo, and document		
Routine Hearing Exams	Not Covered	Not Covered		
PHYSICIAN SERVICES	PREFERRED CARE	NON-PREFERRED CARE		
Office Visits to PCP	\$10 copay; deductible waived	30%; after deductible		
	neral physician, family practitioner or pediat	rician.		
Specialist Office Visits	\$10 copay; deductible waived	30%; after deductible		
E-visit to PCP	\$10 office visit copay; deductible	30%; after deductible		
An E visit is an online internet cons	waived ultation between a physician and an establi	shed nationt about a non-emergency		
hoolthcare matter. This visit must be	e conducted through an Aetna authorized in	nternet F-visit service vendor		
E-visit to Specialist	\$10 office visit copay; deductible	30%; after deductible		
E-visit to Specialist	waived	com, arei deductible		
An E-visit is an online internet cons	ultation between a physician and an establi	shed patient about a non-emergency		
healthcare matter. This visit must be	e conducted through an Aetna authorized i	nternet E-visit service vendor.		
Walk-in Clinics				
	510 office visit copay, deductible	30%; after deductible		
	\$10 office visit copay; deductible waived			
Walk-in Clinics are network, free-statement of unscheduled, non-emergency rooms.	waived anding health care facilities. They are an a greency illnesses and injuries and the admir om services or the ongoing care provided by	Iternative to a physician's office visit for nistration of certain immunizations. It is y a physician. Neither an emergency		
Walk-in Clinics are network, free-state treatment of unscheduled, non-emergency room, nor the outpatient department	waived anding health care facilities. They are an a ergency illnesses and injuries and the admir om services or the ongoing care provided but of a hospital, shall be considered a Walk-	Iternative to a physician's office visit for nistration of certain immunizations. It is y a physician. Neither an emergency in Clinic.		
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Southland Transit Inc Effective Date: 09-01-2011 Open Access® Managed Choice® POS - California PLAN DESIGN & BENEFITS PROVIDED BY AETNA LIFE INSURANCE COMPANY

	PREFERRED CARE	NON-PREFERRED CARE
HOSPITAL CARE	10%; after deductible	30%; after deductible
Inpatient Coverage	10%, after deductible	
The member cost sharing applies to all	covered benefits incurred during a meml 10%; after deductible	30%; after deductible
Inpatient Maternity Coverage	10%, after deductible	
The member cost sharing applies to all	covered benefits incurred during a mem	30%; after deductible
Outpatient Hospital Expenses	10%; after deductible	30 %, after deddefision
(including surgery)	Liver-Staller word during a mam	her's outpatient visit
The member cost sharing applies to all	covered benefits incurred during a mem	NON-PREFERRED CARE
MENTAL HEALTH SERVICES	PREFERRED CARE	30% per admission; after deductible
Inpatient	10% per admission; after deductible	bor's innationt stay
The member cost sharing applies to all	covered benefits incurred during a mem	30% per visit; after deductible
Outrotions	\$10 conav deductible walved	30% bel Alzir, airei dedderibie
The member cost sharing applies to all	covered benefits incurred during a mem	bers outpatient visit.
All Mental Health and Alcohol/Drug day	and visit limits are combined.	
ALCOHOL/DRUG ABUSE	PREFERRED CARE	NON-PREFERRED CARE
SERVICES		and the second description
	10% per admission, after deductible	30% per admission; after deductible
Member cost sharing is based on the ty	/pe of service performed and the place of	of service where it is rendered.
Residential Treatment Facility	10%; after deductible	30 %, alter deductible
O 44'4	\$10 copay; deductible waived	30% per visit; after deductible
The member cost sharing applies to all	covered benefits incurred during a men	nber's outpatient visit.
OTHER SERVICES	PREFERRED CARE	MOM-L VEI EVICED OVICE
Convalescent Facility	10%; after deductible	30%; after deductible
ited to 60 days per calendar year		
member cost sharing applies to all	covered benefits incurred during a men	nber's inpatient stay.
Home Health Care	10%; after deductible	30%; after deductible
The standar was a solondar year		
Each visit by a purso or therapist is on	e visit. Each visit up to 4 hours by a hom	e health care aide is one visit.
Each visit by a Hurse of therapist is one	10%; after deductible	30%; after deductible
Hospice Care - Inpatient	I covered benefits incurred during a mer	mber's inpatient stay.
The member cost sharing applies to an	10%; after deductible	30%; after deductible
Hospice Care - Outpatient	I covered benefits incurred during a mer	mber's outpatient visit.
The member cost snaring applies to all	Not Covered	Not Covered
Private Duty Nursing - Outpatient	Mol Covered	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	#40 conour doductible waived	30%; after deductible
Outpatient Speech Therapy	\$10 copay; deductible waived	30%; after deductible
Outpatient Physical and	\$10 copay; deductible waived	50%, after deddefiole
Occupational Therapy		
Limited to 25 visits per calendar year	combined.	30%; after deductible
Spinal Manipulation Therapy	\$10 copay; deductible waived	30%, after deductible
Limited to 20 visits per calendar year.		500/ after deductible
Durable Medical Equipment	50%; after deductible	50%; after deductible
Maximum benefit of \$2,000 per member	per per calendar year.	O l
Diabetic Supplies (if not covered	Covered same as any other medical	Covered same as any other medical
under Pharmacy benefit)	expense.	expense.
ulidel i liailliacy beliefit	Covered same as any other medical	Covered same as any other medical
Contraceptive drugs and devices	00,0.00	
Contraceptive drugs and devices	expense.	expense.
Contraceptive drugs and devices not obtainable at a pharmacy		expense.
Contraceptive drugs and devices not obtainable at a pharmacy (includes coverage for contraceptive		
Contraceptive drugs and devices not obtainable at a pharmacy (includes coverage for contraceptive visits)		30%; after deductible
Contraceptive drugs and devices not obtainable at a pharmacy (includes coverage for contraceptive	expense. 10%; after deductible	30%; after deductible Non-Preferred coverage is provided
Contraceptive drugs and devices not obtainable at a pharmacy (includes coverage for contraceptive visits)	expense.	30%; after deductible





PROVIDED BY AETNA LIFE INSURANCE COMPANY

Bariatric Surgery	Not Covered	Not Covered
D. C. S. Sura Danandonto	Coverage provided at the non-preferred	benefit level of the plan.
Out of Area Dependents	PREFERRED CARE	NON-PREFERRED CARE
FAMILY PLANNING nfertility Treatment	Member cost sharing is based on the type of service performed and the place of service where it is rendered.	Member cost sharing is based on the type of service performed and the place of service where it is rendered; after deductible
Diagnosis and treatment of the underly	ing medical condition.	
GIFT	Not Covered	Not Covered
Comprehensive Infertility Services	Not Covered	Not Covered
Advanced Reproductive Technology (ART)	Not Covered	Not Covered
Voluntary Sterilization	Member cost sharing is based on the type of service performed and the place of service where it is rendered.	Member cost sharing is based on the type of service performed and the place of service where it is rendered; after deductible
Including tubal ligation and vasectomy.		
PHARMACY	PREFERRED CARE	NON-PREFERRED CARE
Retail	\$10 copay for generic drugs, \$20 copay for formulary brand-name drugs, and \$35 copay for nonformulary brand-name drugs up to a 30 day supply at participating pharmacies.	50% of submitted cost after the applicable preferred copay
Mail Order	\$20 copay for generic drugs, \$40 copay for formulary brand-name drugs, and \$70 copay for nonformulary brand-name drugs up to a 31-90 day supply from Aetna Rx Home Delivery®.	Not Applicable
Self-Injectables	20% for formulary and non-formulary drugs	Not Covered
Aetna Specialty CareRx First prescription fill at any retail drug	facility. Subsequent fills must be through	h Aetna Specialty Pharmacy [®] .
No Mondatony Congric (NO MC) - N	Member is responsible to pay the applica	DIE CODAY ONLY.
Plan Includes: Diabetic supplies, Con Enhancing Medication.	ntraceptive drugs and devices obtainable Expanded Precert included with 90 dates and the second sec	ay Transition of Care.
Dependents Eligibility	Spouse, children from birth to age 26	i
Pre-existing Conditions Exclusion	On effective date: Waived After effective date	

FTA from the annual reports submitted by covered employers.

11.5 RETURN-TO-DUTY TESTING

Before allowing back to work an employee or independent contractor who has refused a required test, has a verified positive, adulterated or substituted drug test result, or tests positive for alcohol at 0.02 or greater, he/she must complete the return-to-duty process prescribed by the SAP. This includes successful completion of the rehabilitation, treatment or education program outlined by the SAP, and obtaining a verified negative return-to-duty drug test and/or alcohol test under 0.02. In addition all return-to-duty test will be required to be collected under direct observation.

11.6 FOLLOW-UP TESTING

In addition to the Return-to Duty test described in Section 11.05 above, an employee or independent contractor who previously tested positive, or refused to take a required test, shall be subject to follow-up testing for drugs and/or alcohol as prescribed by the SAP, for a minimum period of 12 months to a maximum of five years. As mandated by the FTA, the individual must undergo a minimum of six follow-up tests during the first 12 months of the individual'S return to duty. Although they are both unannounced, follow-up testing is apart and separate from random testing. The duration and frequency of testing will be designated by the SAP, but the actual follow-up testing dates will be decided by the individual's manager or supervisor. In addition all follow-up testing will be required to be collected under direct observation. The employee or independent contractor is responsible for payment of all costs associated with follow-up testing.

12 DRUG & ALCOHOL TESTING PROCEDURES

All DOT drug and alcohol tests required under this policy will be administered in accordance with the "Procedures for Transportation Workplace Drug and Alcohol Testing Programs" (49 CFR Part 40), as amended.

Throughout the testing process, the privacy of the individual will be protected and the integrity and validity of the process will be maintained. The drug testing procedure will include a split specimen collection method, and a DOT Chain of Custody and Control Form with a unique identification number to ensure that the correct test result is attributed to the correct employee or independent contractor. An initial screening test using an immunoassay technique will be performed. If the specimen is positive for one or more of the drugs tested, then a confirmation test will be performed under HHS guidelines. If the test is confirmed positive, the MRO will conduct a verification process, which includes giving the employee or independent contractor an opportunity to provide a valid medical explanation for the positive test result.

Additionally, the laboratory will conduct specimen validity testing to determine if a urine specimen has been adulterated, diluted, or substituted. STI requires its employees and independent contractors to take a second test with no advance notice if the MRO reports a 'negative-dilute" test result. Depending on the creatinine level reported by the lab, the MRO may order the second test to be collected under direct observation. Should this second test result in another negative-dilute, the test will be considered a negative and no additional testing will be required unless STI is directed to do so by the MRO.

If the laboratory reports to the MRO an "Invalid Result" or 'Rejected for Testing" (because of a fatal or uncorrectable flaw), a recollection may be required by the MRO and depending on the circumstances, the recollection may be directly-observed. The laboratory is required to keep positive, adulterated, substituted or invalid specimens for one year, or longer if requested. Records for each specimen and employer-specific reports are required to be kept for two years.

Southland Transit Inc.

The retention time may be extended upon written request by the MRO, STI, employee, independent contractor, or DOT agency.

Tests for alcohol concentration will be conducted using an alcohol screening device and an evidential breath testing (EBT) device if the screen test is at 0.02 BAC or greater. A DOT Alcohol Testing Form will be used and a unique sequential number will be assigned to each test.

Copies of the detailed drug and alcohol specimen collection procedures are available upon request from the Contact Person identified in Section 7.0 of this policy

13 DIRECTLY - OBSERVED URINE SPECIMEN COLLECTION

Under the following circumstances, the employee or independent contractor will be directed to undergo an immediate urine specimen collection under direct observation with no advance notice:

- If the laboratory reported to the MRO that a specimen is invalid and there was no adequate medical explanation for the result;
- If the MRO reported that the original positive, adulterated, or substituted test result had to be canceled because the split specimen testing could not be performed;
- If the MRO reported a negative-dilute test result from the initial test with a creatinine level between 2 to 5 mg/dl;
- If the drug test is a return-to-duty or a follow-up test;
- If the collector observes materials brought to the collection site or employee or independent contractor conduct that clearly indicates an attempt to tamper with a specimen;
- If the temperature on the original specimen was out of range; or
- If the original specimen appeared to have been tampered with.

The observer shall be the same gender as the employee or independent contractor, but need not be a collector. The observer must request the individual to raise his or her shirt, blouse or dress/skirt, as appropriate, above the waist; lower clothing and underpants to mid-thigh, and to turn around to show the observer that he/she is not wearing any prosthetic or similar device that could be used to interfere with the collection process. If none is observed, the individual may return clothing to its proper position for observed urination. The observer is responsible for ensuring that the specimen goes from the employee's body into the collection container. If the employee declines to allow a directly-observed collection when required under this policy, it is considered a refusal to test.

14 MONITORED URINE SPECIMEN COLLECTION

Under those circumstances when a multi-stall restroom has to be used for urine specimen collection and the facility cannot be adequately secured, the collector will conduct a monitored collection. The monitor shall be the same gender as the employee or independent contractor, unless the monitor is a medical professional. The monitor will not watch the individual void into the collection container. However, if the monitor hears sounds or observes attempts to tamper with a specimen, an additional collection under direct observation will be ordered. If the employee or independent contractor declines to permit a collection authorized to be monitored, the employee or independent contractor is considered to have refused to test.

15. SPLIT SPECIMEN TESTING

After notification by the MRO of a verified positive drug test or refusal to test because of adulteration or substitution, the employee or independent contractor has 72 hours to request (verbally or in writing) a test of the split specimen. There is no split specimen testing authorized for an invalid test result. After 72 hours have passed, the request can be considered only if the employee or independent contractor can present to the satisfaction of the MRO information that unavoidably prevented the employee or independent contractor from making a timely request.

Following the employee's or independent contractor's timely request, the MRO shall send a written request to the primary laboratory to forward the split specimen to a second DHHS-certified laboratory for testing without regard to the cut-off concentration. If the split specimen test fails to reconfirm the presence of the drug(s) or drug metabolite(s) that were present in the primary specimen, a validity test will be conducted. If the original test was reported adulterated, the second laboratory will test for the adulterant detected in the primary specimen. If it was a substituted test result, the laboratory will test for creatinine concentration and specific gravity values consistent with substitution criteria established in Part 40.

If the second laboratory fails to reconfirm the substance detected in the primary specimen or the adulterant identified, or if the split specimen is unavailable for testing, the test shall be canceled. The MRO shall report the cancellation and the reasons for it to the DOT, STI, the employee, or the independent contractor. In the case of the split specimen being unavailable, the employee or the independent contractor shall be directed, with no advance notice, to submit another specimen under direct observation.

All costs related to split specimen testing will be paid by the employee or the independent contractor. The employee or independent contractor shall be reimbursed if the second test invalidates the original test or if the test was canceled.

16 CONSEQUENCES

Any safety-sensitive employee or independent contractor who has a verified positive drug test result, an alcohol concentration of 0.02 or above, or refuses to submit to a drug or alcohol test (including adulteration or substitution) shall be:

- Immediately taken out of safety-sensitive duty;
- 2. Referred to a SAP for evaluation, education or treatment and provided educational materials.

At STI's discretion, non-safety-sensitive employees also may be removed from duty and referred to a SAP.

FTA regulations allow individual employers to determine the discipline to be imposed on employees who violate the FTA regulations or company policy. It is the policy of STI to terminate safety-sensitive employees or independent contractors after a first violation. Non-safety-sensitive employees may be allowed to return to work provided they successfully complete the return-to-duty process discussed in Section 11.05. Such employees will be subject to follow-up testing at their own expense. Any subsequent drug and alcohol policy violation will result in immediate discharge.

17 REFERRAL, EVALUATION AND TREATMENT

If an employee or independent contractor (including an applicant) tests positive for drug(s) or alcohol or refuses to submit to a test when required, STI shall advise the employee or independent contractor of the resources available for evaluating and resolving problems associated with prohibited drug use and alcohol misuse and document such referral. The

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employee or independent contractor shall be given the name, address and phone number of SAPs acceptable to the company and a list of community hot line numbers. The individual will be responsible for any costs associated with the SAP evaluation and any recommendation(s).

18 CONFIDENTIALITY AND ACCESS TO FACILITIES AND RECORDS

Employees and independent contractors have a right to examine their own drug and alcohol testing records, provide information to dispute the results, and have access to any pertinent data such as EBT calibration or drug testing laboratory certification. They also have a right to obtain a copy of their own drug and/or alcohol testing results by submitting a written request to the Drug and Alcohol Program Manager identified in Section 7 of this policy.

STI will do everything possible to safeguard the confidentiality of drug and alcohol testing records and protect the privacy of the individuals tested. Individual test results or medical information will be released to third parties only with the employee's or independent contractor's specific written consent, or to those parties authorized by the DOT or FTA to receive such information without the employee's or independent contractor's consent. Specific written consent applies only to a particular piece of information released to a particular person or organization at a particular time. Blanket releases are specifically prohibited by DOT.

The employee's or independent contractors' written consent is not required in administrative or legal proceedings such as:

- A lawsuit, grievance, or administrative proceeding brought by, or on behalf of the employee or independent contractor, resulting from a positive drug or alcohol test or a refusal to test; or
- A criminal or civil action resulting from an employee's or independent contractor's performance of safety-sensitive duties where the alcohol or drug test information is deemed relevant.

Access to the company facilities and drug and alcohol program records also must be provided, without the employee's or independent contractors' consent, to DOT or FTA agency representatives; the National Transportation Safety Board as part of an accident investigation; or a Federal, state or local safety agency with regulatory authority over the Company or the employee or the independent contractor; state or grantee required to certify to FTA compliance with 49 CFR Part 655 and Part 40. Also, on June 13, 2008, DOT adopted a rule authorizing employers and TPAs to disclose to state commercial driver licensing (COL) authorities the drug and alcohol violations of employees who hold CDLs and operate commercial motor vehicles, when a State law requires it.

19 DRUG-FREE WORKPLACE ACT of 1988 (DFWA) REQUIREMENTS

Under the DFWA, employees are prohibited from the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the workplace. Employees are required to notify management in writing of any criminal drug statute convictions he/she receives for a violation occurring in the workplace, no later than five calendar days after such a conviction. Within 10 calendar days of receiving such notice, STI shall provide written notification of the conviction to the FTA through ASI. Within 30 calendar days of receiving notice of the conviction, the company shall take appropriate disciplinary action, or require the employee to participate and successfully complete a drug rehabilitation program.



Southland Transit, Inc.

Terrorist Threat Response Policy

January, 2011



Southland Transit, Inc. Action Plan for Implementation of Selected Federal Transit Administration Transit Threat Level Response Recommendations

Company Policy Statement

The Federal Transit Administration (FTA) has developed a National Transit Response Model that supports the initiatives of the Office of Homeland Security (OHS). In general our community transit operations present a far less attractive terrorist target than do the operations of larger regional carriers with an extensive and visible presence in the transit market. This does not mean, however, that we can ignore the threat and the attached policy has been developed to present a balanced response given the limited resources at our disposal. The most important measure we can take in our systems is to stay alert Terrorist attacks in our country have made us all more vigilant and this vigilance is critical to keeping our systems safe. Employees should feel free, in fact they should feel duty bound, to report any suspicious activity in our facilities, on our buses and in and around our bus stops.

Threat Level/Attack/Recovery Systems Approach

Most of us have already heard of the color coded terrorist threat levels announced by the Department of Homeland security. Federal Transit Authorities have added two colors, Black and Purple, to further define responses for the transit industry when a terrorist attack is in progress and during the post-event recovery of transit services and facilities. Following is a list of all of the color codes.

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

The new Black and Purple designations are interpreted as follows.

Black indicates that an attack is underway against a specific transit agency or
within the agency's immediate geographic area. The Black state is entered only
when an attack has occurred. Black includes the immediate post-attack time
period when the authorities may need us to assist in responding to casualties,
with evacuations, or in helping with other tasks directed by the local emergency

- management authority.
- Purple indicates the recovery of transit service after an attack has occurred.
 Purple includes restoration of levels of service, routes, and schedules, repairing or reopening facilities, adjustment of staff work schedules and duty assignments, responding to customer inquiries about services, and other activities necessary to restore transit service. The Purple state follows the Black state and may also exist for short time periods when the community is transitioning from a higher threat condition to a lower threat condition (e.g., from Red to Orange).

Threat Level Information

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

Transit response posture may vary depending on the nature of the threat level. For example, threat guidance focused on the northeastern region may dictate that transit agencies in that region maintain a higher response posture than other regions of the country. If the guidance is modal-based, for example a threat to rail transit agencies might require a higher response posture than normal bus transit.

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

In developing security policy and responses we must work collaboratively with our local and regional emergency management organizations, joint terrorism task force, police agencies, and most importantly, our customers. They will assist us in developing an appropriate response posture, based on an assessment of the guidance received from all sources and the response posture of our communities. The following actions have been identified as the minimum acceptable response for our company's operations although those may change as we consult with our clients and other community resources as threat levels increase.

Protective Measures: GREEN

Low Threat Level Condition (Green). This condition is declared when there is a low risk of terrorist attacks. Each of the following actions should be undertaken on an ongoing basis.

- Measure 1. Ensure that all our personnel are trained on the Homeland Security Advisory System and the contents of this plan.
- Measure 2. Make facility security an ongoing part of our facility safety inspections so that they will be regularly assessed for vulnerabilities to terrorist attacks, and that all reasonable measures are taken to mitigate these vulnerabilities.
- Measure 3. Our facilities should be posted to insure that only authorized personnel have access to the facility at any time.
- <u>Measure 4</u>. Ensure that existing security measures are in place and functioning such as fencing, locks, camera surveillance, intruder alarms, and lighting.
- Measure 5. Establish a threat and warning dissemination process, emergency communications capability, and contact information with law enforcement and security officials.

- Measure 6. Develop terrorist and security awareness and provide information and educate employees on security standards and procedures. Caution employees not to talk with outsiders concerning their facility or related issues.
- <u>Measure 7.</u> Advise all personnel at each facility to report the presence of unknown personnel, unidentified vehicles, vehicles operated out of the ordinary, abandoned parcels or packages, and other suspicious activities.
- Measure 8. We have existing evacuation procedures for each facility. All employees will be made familiar with these procedures.
- <u>Measure 9</u>. Ensure that each of our facilities are using the security software that is in place for our computerized dispatching and other computerized systems.

Protective Measures: BLUE

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

- <u>Measure 10</u>. Establish liaison with each of our clients to coordinate measures that may be necessary if the Threat Condition increases.
- Measure 11. Inspect perimeter fencing and repair all fence breakdowns. In addition, review all outstanding maintenance work that could affect the security of facilities.
- Measure 12. Review all operations plans, personnel details, and logistics requirements that pertain to implementing higher Threat Condition levels.
- Measure 13. Inspect all CCTV/Video Camera/VCR equipment and intercom systems where applicable to ensure equipment is operational.
- Measure 14. Review and ensure adequacy of personnel and ID issuance and control procedures.
- Measure 15. Require each visitor to check in at designated areas within the facility. Be familiar with vendors who service the facility and investigate changes in vendor personnel.
- Measure 16. Inspect emergency supplies to ensure equipment is in good working order.
- Measure 17. At regular intervals, remind all personnel to be suspicious and inquisitive about strangers, particularly those carrying suitcases or other containers. Watch for unidentified vehicles on or in the vicinity of facilities.
 Watch for abandoned parcels or suitcases and any unusual activity.

Protective Measures: YELLOW

Elevated Threat Level Condition (Yellow). An Elevated Condition is declared when there is a significant risk of terrorist attacks.

- Measure 18. Coordinate with law enforcement and security officials with an
 operational need to know of the increased threat. Communicate this Information
 to facility employees who have an operational need to know. Reinforce
 awareness of responsibilities with employees.
- <u>Measure 19.</u> Secure all buildings and storage areas not in regular use. Increase frequency of inspection within the facility including the interior of buildings and

- along the facility perimeter.
- Measure 20. Reduce the number of access points for vehicles and personnel to minimum levels and periodically spot check the contents of vehicles at the access points. Be alert to vehicles parked for an unusual length of time in or near a facility.
- <u>Measure 21</u>. Ensure that personnel with access to building plans and area evacuation plans be available at all times.
- Measure 22. Increase security spot checks of vehicles and persons entering facilities.
- Measure 23. Increase the frequency of wamings and inform personnel of additional threat information as available. Implement procedures to provide periodic updates on security measures being implemented.
- Measure 24. Ensure that a company or facility response can be mobilized appropriate for the increased security level. Review communications procedures and back-up plans with all concerned.
- Measure 25. Review with all facility employees the operations plans, personnel safety, security details, and logistics requirements that pertain to implementing increased security levels. Review notification/recall lists.
- Measure 26. Confirm availability of security resources that can assist with 24/7 coverage as applicable.
- Measure 27. Step up routine checks of unattended vehicles, scrutiny of packages and vehicles, and monitor critical facilities and key infrastructure.
- Measure 28. Limit visitor access to key security areas and confirm that the Visitor has a need to be and is expected. All unknown visitors should be escorted while in these areas.
- <u>Measure 29</u>. Check to ensure all emergency telephone, radio, intercom, and related communication devices are in place and they are operational.
- Measure 30. Direct all personal, company, and contractor vehicles at the facility are secured by locking the vehicles. Remind Bus drivers to lock vehicles and check vehicles before entering or driving.
- Measure 31. Interface with vendors and contractors to heighten awareness and report suspicious activity. Post signs or make routine public announcements that emphasize the need for all passengers to closely control baggage and packages to avoid transporting items without their knowledge.
- <u>Measure 32</u>. Implementing, as appropriate, contingency and emergency response plans.
- Measure 33. Keep all personnel involved in implementing antiterrorist contingency plans on call.
- <u>Measure 34</u>. Secure and regularly inspect all buildings, rooms, and storage areas not in regular use.
- <u>Measure 35</u>. At the beginning and end of each workday and at other regular and frequent intervals, inspect the interior and exterior of buildings in regular use for suspicious packages.

- Measure 36. Examine mail (above the regular examination process) for letter or parcel bombs.
- Measure 37. Check all deliveries to facility and loading docks.
- Measure 38. Make staff and dependents aware of the general situation in order to stop rumors and prevent unnecessary alarm.

Protective Measures: ORANGE

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

- Measure 39. Close and lock gates and barriers except those needed for immediate entry and egress. Inspect perimeter fences on a regular basis. Ensure that other security systems are functioning and are available.
- Measure 40. Reduce facility access points to the absolute minimum necessary for continued operation.
- Measure 41. Check all security systems such as lighting and intruder alarms to ensure they are functioning.
- Measure 42. Identify the owner of all vehicles parked at key command, control, or communications areas or other critical areas/facilities and have all vehicles removed which are not identified.
- Measure 43. Strictly enforce control of entry. Limit access to designated
 facilities to those personnel who have a legitimate and verifiable need to enter
 the facility. Implement positive identification of all personnel no exceptions.
- Measure 44. Keep all personnel responsible for implementing antiterrorist plans on call.

Protective Measures: RED

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

- Measure 45. Implement emergency and continuity plans as appropriate. Reduce restricted area access points to an operational minimum.
- Measure 46. Evaluate limited schedule or routing with client, proceed as agreed.
- Measure 47. Control access and implement positive identification of all personnel.
- Measure 48. Frequent checks of building exteriors and parking areas.

Transit Activities: BLACK

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

Measure 49. Coordinate with client and local law enforcement and emergency response organizations. Plan service accordingly and adjust or terminate service as required.

Measure 50. Immediately notify employees regarding necessity to either stay at home or come to work.

Measure 51. Designate the Transit Emergency Operations Center and dispatch

representatives and brief all staff on planned operations.

Measure 52. Mobilize and provide transit assets (communications links, equipment, facilities and personnel) in support of emergency authorities.

Protective Measures: PURPLE

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

- Measure 53. In coordination with Client develop a Business Recovery Plan.
- Measure 54. Restore Transit System capabilities.
- Measure 55. Return to an appropriate preventative level of GREEN thru RED

Summary

There is no practical way to develop a policy that can address or define a response to every possible terrorist threat or attack. The key to our response is effective communication within our management team, with our customer officials, with law enforcement/emergency authorities, and with our employees. We provide a critical public service that will need to be provided despite the threat posed by terrorism.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/21/11

PROCUCER American Business Insurance Services, Inc. 32107 W. Lindero Canyon Rd #120 Westlake Village, CA 91361					AND COL	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ON AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THE CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER TICOVERAGE AFFORDED BY THE POLICIES BELOW.				
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Sc	wihlar	nd Transit, Inc.			INSURER B:	Princeton Insur	rance Company	42226		
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/29/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

ORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRO	DUCER			CONTAI NAME:	C7 Julie F	elix	<u></u>		
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Southland Transit Inc Effective Date: 09-01-2011

Open Access® Managed Choice® POS - California

PLAN DESIGN & BENEFITS PROVIDED BY AETNA LIFE INSURANCE COMPANY

For members age 19 or over this plan imposes a pre-existing condition exclusion, which may be waived in some circumstances and may not be applicable to you. A pre-existing condition exclusion means that if you have a medical condition before coming to this plan, you may have to wait a certain period of time before the plan will provide coverage for that condition. This exclusion applies only to conditions for which medical advice, diagnosis, care, or treatment was recommended or received or for which the individual took prescribed drugs within 90 days. Generally, this period ends the day before your coverage becomes effective. However, if you were in a waiting period for coverage, 90 days ends on the day before the waiting period begins. The exclusion period, if applicable, may last up to 180 days from your first day of coverage, or, if you were in a waiting period, from the first day of your waiting period. If you had prior creditable coverage within 180 days (90 days for individual coverage) immediately before the date you enrolled under this plan, then the pre-existing conditions exclusion in your plan, if any, will be waived. If you had no prior creditable coverage within the 90 days prior to your enrollment date (either because you had no prior coverage or because there was more than a 90 day gap from the date your prior coverage terminated to your enrollment date), we will apply your plan's pre-existing conditions exclusion. In order to reduce or possibly eliminate your exclusion period based on your creditable coverage, you should provide us a copy of any certificates of creditable coverage you have. Please contact Aetna Member Services at 1-888-982-3862 if you need assistance in obtaining a certificate of creditable coverage from your prior carrier or if you have any questions on the information noted above. The pre-existing condition exclusion does not apply to pregnancy nor to a child who is enrolled in the plan within 31 days of birth, adoption, or placement for adoption. Note: For late enrollees, coverage will be delayed until the plan's next open enrollment, and the pre-existing condition exclusion will be applied from the individual's effective date of coverage.

Plans are provided by: Aetna Life Insurance Company. While this material is believed to be accurate as of production date, it is subject to change.

Health benefits and health insurance plans contain exclusions and limitations. Not all health services are covered.

See plan documents for a complete description of benefits, exclusions, limitations and conditions of coverage. Plan features and availability may vary by location and are subject to change. You may be responsible for the health care provider's full charges for any non-covered services, including circumstances where you have exceeded a benefit limit contained in the plan. Providers are independent contractors and are not agents of Aetna. Provider participation may change without notice. Aetna does not provide care or guarantee access to health services.

If you are in a plan that requires the selection of a primary care physician and your primary care physician is part of an integrated delivery system or physician group, your primary care physician will generally refer you to specialists and hospitals that are affiliated with the delivery system or physician group.

The following is a list of services and supplies that are generally *not covered*. However, your plan documents may contain exceptions to this list based on state mandates or the plan design or rider(s) purchased by your employer.



Southland Transit Inc Effective Date: 09-01-2011 Open Access® Managed Choice® POS - California

PLAN DESIGN & BENEFITS PROVIDED BY AETNA LIFE INSURANCE COMPANY

- •All medical or hospital services not specifically covered in, or which are limited or excluded by your plan documents;
- · Cosmetic surgery, including breast reduction;
- · Custodial care:
- · Dental care and dental X-rays;
- · Donor egg retrieval;
- Durable medical equipment;
- Experimental and investigational procedures, except for coverage for medically necessary routine patient care costs for members participating in a cancer clinical trial;
- · Hearing aids;
- · Home births;
- Immunizations for travel or work except where medically necessary or indicated;
- Implantable drugs and certain injectible infertility drugs;
- Infertility services, including artificial insemination and advanced reproductive technologies such as IVF, ZIFT, GIFT, ICSI and other related services, unless specifically listed as covered in your plan documents;
- · Long-term rehabilitation therapy;
- Nonmedically necessary services or supplies;
- · Orthotics except diabetic orthotics;
- · Outpatient prescription drugs (except for treatment of diabetes), unless covered by a prescription plan rider and over-the-counter medications (except as provided in a hospital) and supplies;
- Radial keratotomy or related procedures;
- Reversal of sterilization;
- Services for the treatment of sexual dysfunction or inadequacies, including therapy, supplies, or counseling or escription drugs:
 - pecial duty nursing:
- Therapy or rehabilitation other than those listed as covered;
- Treatment of behahvorial disorders;
- Weight control services including surgical procedure, medical treatments, weight control/loss programs, dietary regimens and supplements, appetite suppressants and other medications; food or food supplements, exercise programs, exercise or other equipment; and other services and supplies that are primarily intended to control weight or treat obesity, including Morbid Obesity, or for the purpose of weight reduction, regardless of the existence of comorbid conditions.

Aetna receives rebates from drug manufacturers that may be taken into account in determining Aetna's Preferred Drug List. Rebates do not reduce the amount a member pays the pharmacy for covered prescriptions. Aetna Rx Home Delivery refers to Aetna Rx Home Delivery, LLC, a licensed pharmacy subsidiary of Aetna Inc., that operates through mail order. The charges that Aetna negotiates with Aetna Rx Home Delivery may be higher than the cost they pay for the drugs and the cost of the mail order pharmacy services they provide. For these purposes, the pharmacy's cost of purchasing drugs takes into account discounts, credits and other amounts that they may receive from wholesalers, manufacturers, suppliers and distributors.

In case of emergency, call 911 or your local emergency hotline, or go directly to an emergency care facility.

Translation of the material into another language may be available. Please call Member Services at 1-888-98-AETNA (1-888-982-3862).

Puede estar disponible la traduccion de este material en otro idioma. Por favor llame a Servicios al Miembro al 1-888-98-AETNA (1-888-982-3862).

Plan features and availability may vary by location and group size.

For more information about Aetna plans, refer to www.aetna.com. 2010 Aetna Inc.

PROPOSER: Southland Transit, Inc.

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All employees shown must be FULL-TIME employees of the proposer, unless examption to use Part-Time employees has been granted by the County.

laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices, shall prevail. between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the proposal.

Southland Transit, Inc. Name of Proposer

4/23/2012 Date

^{**} Living wage rate shall be at least \$11.84 per hour

^{***} Minimum cost for health insurance is \$2.20/hour if hourly wage rate is between \$9.64 and \$11.84, unless exemption from Living Wage requirements has been granted by the County
Note: This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance

INSTRUCTIONS

controls in place to ensure compliance with State and Federal laboregulations and record keeping requirements. In order to appropriately evaluate The contractor selected through this RFP pocess will be required to comply with State and Federal labor regulations and recordeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal of the processes and the steps this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description 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 questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach an actual sample copy of timesheet, controls. As used in this such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and paycheck, and pay stub.

ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT. IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.

	OLIESTION	RESPOND HERE OR ATTACH NUMBERED RESPONSES IF MORE SPACE NEEDED.
<u>-</u>	TRACKING HOURS WORKED	Employees have a schedule for work, but also have to check in and out of their work place. Drivers
7:	How does the Proposer track employee hours actually worked?	time tracking is the "roll out sheet" which is preprinted with all of the scheduled runs/drivers and he sign of times for those drivers. Each driver is required to sign and initial the roll out sheet to either
1.2	Where do the Proposer's employees report to work at the beginning of their shift? At the work location	approve the scheduled time or request additional time as required on that day (traffic on deadhead, meeting with manager, etc.)
	or a central site with travel to the worksite? If the employees report to a central site with travel to the worksite, when does the Proposer consider	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 payroll software program. The entry is done throughout the payroll period
	the employees' shift to have started? At a central site or upon arrival at the work location?	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 situation in question.
		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 is a such the practic inspections.
		Includes time to complete the production in process. Employees have a schedule for work, but also have to check in and out of their work site. The drivers
2. How	2. REPORTING TIME How does the Proposer know employees actually reported	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 time tracking is the "roll out sheet" which is preprinted with all of the scheduled runs/drivers and the sign time tracking is the "roll out sheet" which is preprinted with all of the scheduled runs/drivers and the sign time tracking is the "roll out sheet" which is preprinted with all of the scheduled runs drivers.
computer	to work and at what tillier in roll example, signal streets, computerized check in, call-in system, or some other method?	on/sign off times for those drivers. Each driver is required to sign and initial the roll out slicer to chirch approve the scheduled time or request additional time as required on that day (traffic on deadhead,
<u> </u>		meeting with manager, etc.)

က်	RECORDS OF ACTUAL TIME WORKED	As a company we have long understood the need to develop processes for tracking and submitting
3.1.	What records are created to document the beginning and ending times of employee's actual work shifts?	payroll. It is important to the employee to know and understood from the payroll. It is important because the law requires it. 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 the expectance and which is denerated from the specific location where the employee works. It is used
3.2.	What records are maintained by the Proposer of actual time worked?	in all of our locations throughout the southern California.
3.3.	Are the records maintained daily or at another interval (indicate the interval)?	Employees have a schedule for work, but also have to check in an out of their work. The basis of on check in directly with the shift supervisor responsible on that day for on time pullouts. The basis of on time tracking is the "roll out sheet" which is preprinted with all of the scheduled runs/drivers and the sign
3.4.	Who creates these records (e.g., employee, supervisor, or office staff)?	on/sign off times or those drivers. Each driver is required to sign and initial the roll out sheet to either on/sign off times or those drivers. Each driver is required to that day (traffic on deadhead, approve the scheduled time or request additional time as required on that day (traffic on deadhead,
3.5.	Who checks the records, and what are they checking for?	meeting with manager, etc.) The sheet is the source from which payroll entry is made, and it is indue by a supervisor at the location into our proprietary software program. A daily log is attached.
3.6.	What happens to these records?	The entry is done throughout the payroll period rather, an in one day at the end of the payroll cycle. This
3.7.	Are they used as a source document to create Proposes payroll?	the more frequent entry allows for checking any discrepancies with the employee at a time when
3.8	ATTACH ACTUAL COPIES OF THESE	everyone can remove the day in question or displaced in the sheet for each
	RECORDS (Please Diank out any personal information).	individual employee. It is given to the employee for signature. As it is done prior to the generation of a individual employee. It is given to the employee for signature. As it is done prior to the generation of a may check it allows the employee 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 sheet, 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)	There are no other documents used other than what has been previously described.
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 who checks the source document?	
4.3.	Does the employee sign it?	
4.	Who approves the source document, and what do they compare it with prior to approving it?	

Page 1 of 1

Tuesday, July 20, 2010

Bi-weekly Hcurs Summary Name: Payroll Ending Date: 7/16/2010

	Time	Rreak 1	Break 2	k 2	Break 3	Break 4		Break 5	Break 6								1
Date	In	ont o	Out		Out In	Dut	In Out	1	Out	Out Rate 1	Rate 1 Rate 4	Hol PTO	2120	ar ar	Ber	lotal	
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7/4/2010		00.21	00.10							00:6							
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7/6/2010	11:00	11:00 14:00 15:00	0 21:00							00.6							
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Weekly Total:	otal:									43.67	0.00	0.00	0.00	0.00	0.00	43.67	3.67
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7/15/2010		11:00 15:00 16:00 21:00	0 21:00							00:6	_						
7/16/2010	12:00	15:00 16:00	0 21:00							8:00							
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Period Total:	Fotal:									87.67	87.67 0.00 0.00 0.00 0.00 0.00	0.00	0.00	.00 0.		87.67	
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DAY OF THE WEEK:

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Call: Jes 626-392-

5. 2. 5.3.	BREAKS How does the Proposer know that employees take mandated breaks and meal breaks (periods)? Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred? If so, who prepares, reviews, and approves such documentation?	Meal breaks are included in the daily driver schedules, drivers are relieved on their routes by a driver specifically assigned to "lunch relief." Each route has a ten minute scheduled "break" and the end of the trip (50 minutes). For the South Whittier shuttle LADWP staff has instructed STI to have drivers to take a full ten minute break if they have not had a full break for over one hour. For instance, the ten minutes included in the schedule is also for "recovery" time to get the service back on schedule. If the driver had to use part of the ten minutes for recovery at the end of "trip 1" they are instructed to take a full ten minute break at the end of "trip 2" regardless of schedule adherence. Dispatch Center employees are approved for breaks by the on-site supervisor to insure that everyone is not gone at the same time.
. 6. 6. 1.	HOW PAYROLL IS PREPARED Discuss how the Proposes payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.	The hours maintained and entered into the database for employees are electronically transmitted to our centralized payroll department in EI 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 support orders, make certain that PTO accruals and deductions from those accruals are correct.
6.2.	How are employees paid (e.g. manually issued check, cash, automated check, or combination of methods)?	esconer payroll figuriteriance procedures. Which generates the checks that are sent to the locations. Every employee receives a single check for the biweekly pay period. It includes straight time and procedures the payrence of the payren
6.3	If by check, do they receive a single check for straight time and overtime or are separate payments made? What information is provided on the check (e.g.,	Our procedures have been reviewed by the DPW staff for many years, due to our operation of several DPW contracts.
6.5.	DEGLICIONS FOR TAXES, SEC.)? ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).	
7.	MANUAL PAYROLL SYSTEM	We do not use a manual payroll system.
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.	
7.2.	If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposers standard rate for other non- County work), how does the person preparing the payroll calculate total wages paid?	

EFW

DEPT.

CLOCK NUMBER

3509 001800

00003580

SOUTHLAND TRANSIT, INC.

3650 ROCKWELL AVENUE EL MONTE, CA 91731

> Social Security Number: XXX-XX-0746 Taxable Marital Status: Married Exemptions/Allowances:

Federal: 2 State: Local:

Earnings Statement

Period beginning:

07/03/2010 07/16/2010

Period ending: Pay date:

07/28/2010

PARAMOUNT, CA 90723

Earnings	rate h	XIT'S	this period	year to date
Personal		8.17	440.86	
	Gross Pay		\$440.85	14,413.95**
Deductions	Statutory		-27.34*	893.66**
	Social Securi	ty lax	-6.39 *	209.00**
	Medicare Tax CA SUI/SDI		-4.85*	158.55**
	Not Pay		S402 28	

** YTD figures as of the last payroll processing

#UUUU3 EEUM 42 3 30 20 30 3 8 14

SOUTHLAND TRANSIT,

TEAR HERE Call FormCenter to Reorder (800) 662-3218 or log on to www.form-center.com/adp

mar Iniona

^{*} Calculations are based on the exemptions from the last payroll processing

Earnings Statement

Co Fi	ile#	Wk	Pay Date Period End	Paid Dept	Paid Clock	Gross Pay	Net Pay	Check#	Chk/Vcr	Void
EFW 3	509	29-1	07/23/2010 07/16/2010	001800		520.45	474.93	00099966	Check	
Earnings	- <u></u> -			R	ate	Hours	This Peri	od		
Regular						37.43	432	.32		
Holiday				11	.55	7.63	88	.13		
					Gros	Pay	\$520	45		
Deductio	ons		Statut	ory						
			Medica	re			-7	.54		
			Social S	Security			-32	.26		
			75 SUI/	rent.			-s-	.72		

. 8. 7.	AUTOMATED PAYROLL SYSTEM If the Proposer uses an automated payroll system or contracts for such automated payroll services to	As described above we have a proprietary payroll database for recording hours our payroll checks are prepared by ADP. Response to Question 6 describes the transmission of that information in order to get checks processed.
	an outside firm, describe the steps taken to prepare the payroll.	Should any employee work in a single pay week at two different pay rates, our system has provided space for that to occur. The local payroll entry person would enter the hours worked under one pay rate
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?	under pay rate 1, and the individual hours worked under pay rate 2 separately. Should such an instance occur, the system calculates the total wages paid based on the entries in the two categories. As required by California law, this includes calculating the weighted rate that would be used for overtime in that pay week.
8.3.	Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?	
ത്	TRAVEL TIME	Travel time is rarely an issue for drivers in our company. Employees report to a regular work site.
9.1.	How is travel time during an employee's shift paid?	Travel time is so rare that we do not have a separate pay rate for travel time it would be counted as requilar pay
9.2.	At what rate is such travel time paid if the employee has multiple wage rates?	County staff employees are not assigned to work for other services on any regular basis. Every contract
9.3.	Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:	or service has differing pay rates thed to the Confident in place for that service. Or out a first of a shortage of drivers or staff a service such that we would assign a regular County contract employee to do "cover work" the "County" employee doing the cover work would receive their regular rate of pay
	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.	which would be the County Living wage hate. Only in the case of an original product 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 b permanent. In light of the fact that we do not have the situations described in Question 9.3 no answer is being provided.
	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.	

ORIGINAL FORM LW-8

-		
	OVERTIME	There are two earnings statements with time sheets a ached. The first reflect a driver who has a C
10.1.	How does the Proposer calculate overtime wages?	license. These drivers, like almost all employees in California, are subject to daily overtime, i.e. over inter- lafter eight hours worked in a day. The Bi-weekly hours Summary, which is in fact a time sheet, thus
10.2.	What if the employee has multiple wage rates?	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 Class B license. These drivers are an exception to daily overtime set forth in the Transportation Wage Order (based on the size of vehicle they are driving). 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, again, based on the size vehicle they are driving. In those cases the driver paychecks show all hours paid as straight time. Overtime is then paid at time and a 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 halftime 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 ay 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 diver 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.
ı		

DATED: January 16, 2012

PROPOSER'S SIGNATURE: _



State of California Secretary of State



STATEMENT OF INFORMATION

(Domestic Stock and Agricultural Cooperative Corporations)
FEES (Filing and Disclosure): \$25.00. If amendment, see instructions.

	NSTRUCTIONS BEFORE COMPLETIN	G THIS FORM	This Space For F	iling Use Only	
	do not after if name is preprinted.)		- -		S
C2313654					<u></u>
SOUTHLAND TRANSIT,					
3650 ROCKWELL AVEN EL MONTE, CA 91731	UE				
LL MOITE, CA 91/31					
DUE DATE:					
NO CHANGE STATEMENT (No	ot applicable if agent address of record is a P	O. Box address. See in	structions.)		
State, check the box and	•				-
or no statement has bee	hanges to the information contained in the la n previously filed, this form must be complete	d in its entirety.		-	State,
	THE FOLLOWING (Do not abbreviate the	name of the city. Items 3	and 4 cannot be P.O. Boxe	15.)	
3. STREET ADDRESS OF PRINCIPAL	EXECUTIVE OFFICE	CITY	STATE	ZIP CODE	
4. STREET ADDRESS OF PRINCIPAL	BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE CA	ZIP CODE	
5. MAILING ADDRESS OF CORPORA	TION, IF DIFFERENT THAN ITEM 3	CITY	STATE	ŽIP CODE	
NAMES AND COMPLETE ADD for the specific officer may be added	PRESSES OF THE FOLLOWING OFFICE it however, the preprinted titles on this form mus	RS (The corporation me t not be altered.)	at have these three office	n. A comparab	ole fitie
8. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE	
7. SECRETARY/	ADDRESS	CITY	STATE	ZIP CODE	
B. CHIEF FINANCIAL OFFICER	ADDRESS	CITY	STATE	ZIP CODE	
NAMES AND COMPLETE ADD must have at least one director. Atta	RESSES OF ALL DIRECTORS, INCLUDE ach additional pages, if necessary.)	ING DIRECTORS WHO	O ARE ALSO OFFICER	S (The corpore	ation
9. NAME	ADDRESS	CITY	STATE	ZIP CODE	·
10. NAME	ADDRESS	CITY	STATE	ZIP CODE	
11. NAME	ADDRESS	CITY	\$TATE	ZIP CODE	
12. NUMBER OF VACANCIES ON THE					
street address (a P.O. Box address	DCESS (If the agent is an individual, the agent is not acceptable). If the agent is another corporate is another corporate in the agent is another corporate in the agent is another corporate in the agent is another corporate in the agent is another corporate in the agent is another corporate in the agent is another corporate in the agent is another corporate in the agent is another corporate in the agent is an individual, the agent is another corporate in the agent is an individual.	pration, the agent must ha	and them 14 must be comp we on file with the Californi	pleted with a Cal a Secretary of S	itfornia State a
13. NAME OF AGENT FOR SERVICE C	Code section 1505 and Item 14 must be left blan F PROCESS	IK.)			·
14. STREET ADDRESS OF AGENT FOR S	SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDU	LAL CITY	STATE	ZIP CODE	
YPE OF BUSINESS	The state of the s		CA	,	
15. DESCRIBE THE TYPE OF BUSINES	SS OF THE CORPORATION	*** **********************************	···		
16, BY SUBMITTING THIS STATEME	INT OF INFORMATION TO THE CALIFORNIA SE ANY ATTACHMENTS, IS TRUE AND CORRECT.	CRETARY OF STATE, TH	E CORPORATION CERTIFIE	S THE INFORM	ИОПТА
6/1/10 Timmy Mardin	ossian	President	Tim May		>
	AME OF PERSON COMPLETING FORM	TITLE	SIGNATU	₹Ε	
SI-200 N/C (REV 01/2008)			APPROVED BY 8	ECRETARY OF S	STATE



State of California **Kevin Shelley** Secretary of State

STATEMENT OF INFORMATION. (Domestic Stock Corporation)

FEES (Filing and Disclosure): \$25.00. If amendment, see instructions. IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. GORPORATE NAME (Please do not alter il name la preprintod.)

18182521607

2007

S

C2313654 SOUTHLAND TRANSIT, INC. 3650 ROCKWELL AVE. **EL MONTE, CA 91731**

			This Space I	For Filing Use Only
	CLOSURE ACT (Corporations Code sec			, , ,
PTSUPP). See Item 2 of I				
COMPLETE ADDRESSES FOR T	THE FOLLOWING (Do not abbreviate the	no name of the city. Items 3 and 4 c	annothe P.O. E	loxes.)
3. STREET ADDRESS OF PRINCIPAL EX	XECUTIVE OFFICE	CITY AND STATE		ZIP CODE
3650 ROCKWELL AVENUE		EL MONTE, CA		91731
4. STREET ADDRESS OF PRINCIPAL BI	USINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
3650 ROCKWELL AVENUE		EL MONTE	CA	91731
AMES AND COMPLETE ADDR the specific officer may be added; h	ESSES OF THE FOLLOWING OFFI	CERS (The corporation must have nust not be altered.)	e those three of	ficers. A comparable title
5. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY AND STATE		ZIP CODE
TIMMY MARDIROSSIAN	3650 ROCKWELL AVE.	EL MONTE, CA	\	91731
6, ŞECRETARY/	ADDRESS	CITY AND STATE		ZIP CODE
SEDA MARDIROSSIAN	3650 ROCKWELL AVE.	EL MONTE, CA	<u> </u>	91731
7. CHIEF FINANCIAL OFFICER	ADDRESS	CITY AND STATE		ZIP CODE
CAROL STORY	3650 ROCKWELL AVE.	EL MONTE, CA		91731
NAMES AND COMPLETE ADDRI must have at least one director. Attack	ESSES OF ALL DIRECTORS, INCLU h additional pages, if necessary.)	JDING DIRECTORS WHO ARE	ALSO OFFIC	ERS (The corporation
8. NAME	ADDRESS	CITY AND STATE		ZIP CODE
TIMMY MARDIROSSIAN	2650 ROCKWELL AVE.	EL MONTE, CA		91731
9. NAME	ADDRES\$	CITY AND STATE		ZIP CODE
SEDA MARDIROSSIAN	3650 ROCKWELL AVE.	EL MONTE, CA		91731
10. NAME	ADDRESS	CITY AND STATE		ZIP CODE
CAROL STORY	3650 ROCKWELL AVE.	EL MONTE, CA		91791
11. NUMBER OF VACANCIES ON THE BY	DARD OF DIRECTORS, IF ANY:			
AGENT FOR SERVICE OF PROC address. If the agent is another corp section 1505 and item 13 must be left.	JESS (If the agent is an individual, the agoration, the agent must have on file with blank.)	jent must reside in California and it the California Se cret ary of Slate e	em 13 must be o certificato pursu	completed with a California lant to Corporations Code
12. NAME OF AGENT FOR SERVICE OF	PROCESS			
TIMMY MARDIROSSIAN				
13, ADDRESS OF AGENT FOR SERVICE	OF PROCESS IN CALIFORNIA, IF AN INDIVID		STATE	ZIP CODE
3650 ROCKWELL AVE.		EL MONTE	CA	91731
TYPE OF BUSINESS				
14. DESCRIBE THE TYPE OF BUSINESS RANSPORTATION SERVICES	OF THE CORPORATION			
BY SUBMITTING THIS STATEMENT INCLUDING ANY ATTACHMENTS, IS	OF INFORMATION TO THE SECRETARY OF TRUE AND CORRECT.	STATE, THE CORPORATION CERTIFI	ES THE INFORMA	ATION CONTAINED HEREIN,
CAROL STORY	(and	Offer CFO		6-13-07
TYPE OR PRINT NAME OF PERSON C	OMPLETING THE FORM	BIGNATURE	TITLE	DATE
\$1,200 C (REV 06/2004)			APPROVED	BY SECRETARY OF STATE

06/22/2010 09:39 18182521607 Results Detail

Results Detail

Last statement filed on: 6/8/2009

Corporation									
SOUTHLAND TRANSIT, INC.									
Number: C2313654 Incorporation Date: 6/1/2001 Status: Active									
Jurisdiction: CA Type: Domestic Stock									
Address									
3650 ROCKWELL AVE,									
EL MONTE, CA 9173	1								
Agent For Service Of Process									
TIMMYMARDIROSSIAN									
3650 ROCKWELL AVE,									
EL MONTE, CA 91731									

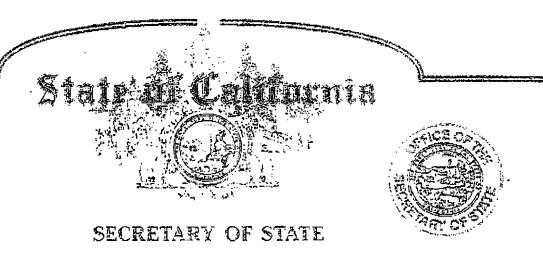
Please review this information to determine if you have located the correct corporation.

Search Results

Continue Filing

New Search

2313654



I, BILL JONES. Secretary of State of the State of California, hereby certify:

That the attached transcript of _____ page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF. I execute this certificate and affix the Great Seal of the State of California this day of

JUN 0 6 2001

Bill ms

Secretary of State

PAGE 85/07
mino since or the Secretary of State
of the State of California

JUN 0 1 2001

ARTICLES OF INCORPORATION

OF

BILL JONES, Secretary of State

SOUTHLAND TRANSIT, INC.

I.

The name of this corporation is SOUTHLAND TRANSIT, INC.

II.

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the general corporation law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III.

The name and address in the State of California of this corporation's initial agent for service of process is: TIMMY MARDIROSSIAN, 2623 River Avenue, Rosemead, California 91770.

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IV.

This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is one thousand (1,000) shares.

DATED: M231, 2001

3/_ day of _

I hereby declare that I am the person who executed the foregoing Articles of Incorporation which execution is my act and deed. Executed this

/HATIMISH I

_, 2001, at Glendrie, Califor



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MONTHLY MANAGEMENT REPORT South Whittier Shuttle

SUMMARY

	•		Jun-10
Westbound			9,000
Eastbound			9,394
Total Rider	ship		18,394
Vehicle Re	venue hours		683.14
Average ric	• •		26.93
Number op	erating days		26
		Monday-Friday	22
		Saturday	4
Highest Ri	dership Day:	July 1-2008	918
,	Westbound		9000
]	Eastbound		9394
Highs Read	ched to Date:		
Highest 1	ridership month:	September-09	17,919
Passenger	Туре		
Cash	13,604		
Free	4,087	18,394	
Pass Tap	157		
MTAPass	159		
EZ Pass	387		

WEEKLY RIDERSHIP TOTALS BY ROUTE

East Bound		Monday Friday	Monday Saturday	West Bound	Monday Friday	Monday Saturday	Total
	1	1,650	1,884	1	1,575	1,823	18,394
	2	2,025	2,221	2	1,837	2,018	
	3	2,093	2,291	3	1,988	2,221	
	4	1,754	1,942	4	1,667	1,910	
	5	1,056	1,056	5	1,028	1,028	

Southland Transit Whittier DAR VTD / SECTION 15 REPORT INFORMATION MONTH: June-10

SECTION 15 STATS

SUNDAY

SATURDAY

WEEKDAYS

TOTALS

10,482

9,214 674.95 7,839

> 767.93 8,872 683.14

674.95 22

1,269

92.98 1,032.6 92.98

1,721.0

16,673.00

18,394

26

4

JNLINKED PASSENGER TRIPS

FOTAL OPERATING EXPENSES

OTAL NUMBER OF ROAD CALLS TOTAL NUMBER OF ACCIDENTS

6

33,633.82

Total Miles	4940.0	2028.0	4160.0	1624.0	12752.0
End Miles	175874.0	195456.0	227570.0	295835.0	
Begin Miles	170934.0	193428.0	223410.0	294211.0	Miles
Vehicle #	308	309	3003	5811	otal Vehicle M



FROM: Southland Transit, Inc. 3650 Rockwell Avenue El Monte, Ca. 91731

BILLED TO: Los Angeles County Dept. of Public Works 900 S. Freemont Alhambra, Ca. 91802 INVOICE # SW Jun-10

MONTHLY CONTRACTOR INVOICE

Month: June-10

PROJECT: S. WHITTIER SUNSHINE Fixed Route

Payment Categories:

ayme	ent Categories:						
		Hours	 Rate	Total			
1	MONTHLY FIXED ROUTE SERVICE-COUNTY	463.82	\$ 51.32	\$	23,803.24		
2	MONTHLY FIXED ROUTE SERVICE-STI	219.32	\$ 60.33	\$	13,231.58		
3	FARE BOX			\$	3,401.00		

Sub-Total	<u>\$</u>	37,034.82
Fare Box Total	_\$	3,401.00

MONTHLY TOTAL \$ 33,633.82

Scott Manchan - Director Of Operations

Date

Month:

June-10

SOUTH WHITTIER

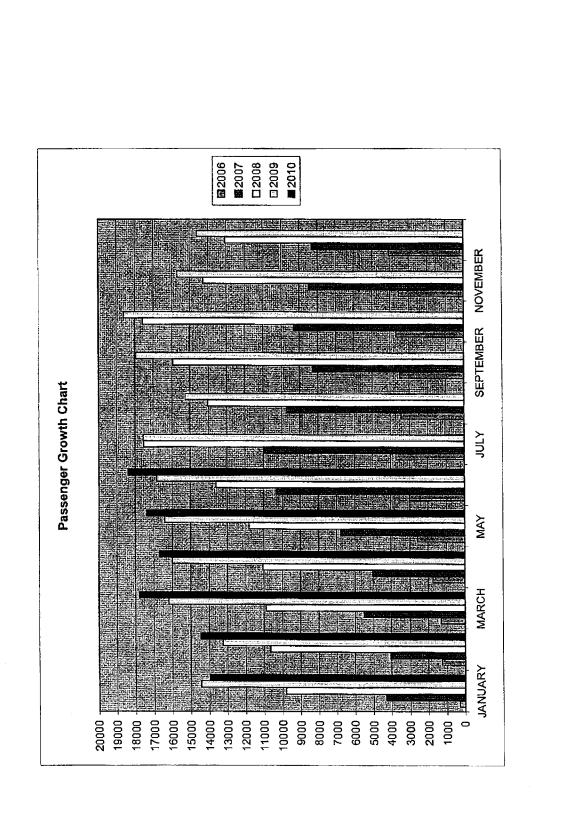
NO.	TYPE OF SERVICE DISRUPTION Collect Addded: CA. Roadcall RC. Passenger Injury: Prover Not Available DNA Venicle Not Available VNA Other Insident Of Frovide details	DAY		TIME OUT		TOTAL TIME LOST
1	RC-308 OIL LEAK	Thur	3-Jun-10	15:00	16:55	1:55
2_	309 Transmission Slipping	Thur	17-Jun-10	10:00	11:00	1:00
3	308 Problem with vehicle replaced with 3003	Fri	4-Jun-10	12:00	12:00	0:00
4	309 Loss of power out of service, replaced by 3003	Mon	7-Jun-10	19:35	19:55	0:20
5	309 Loss of power out of service, replaced by 3003	Tues	8-Jun-10	16:35	17:00	0:25
6	309 Loss of power out of service, replaced by 3003	Thur	10-Jun-10	15:15	16:15	1:00
7	309 Door not working correctly caused delay	Friday	11-Jun-10	6:00	6:10	0:10
8	309 Trnsmission slipping, replaced with 3003	Thur	17-Jun-10	10:00	11:00	1:00
9	3003 Hit and run broke driver side mirror Vehicle parked	Sat	26-Jun-10	9:00	10:00	1:00
10						0:00
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12						0:00
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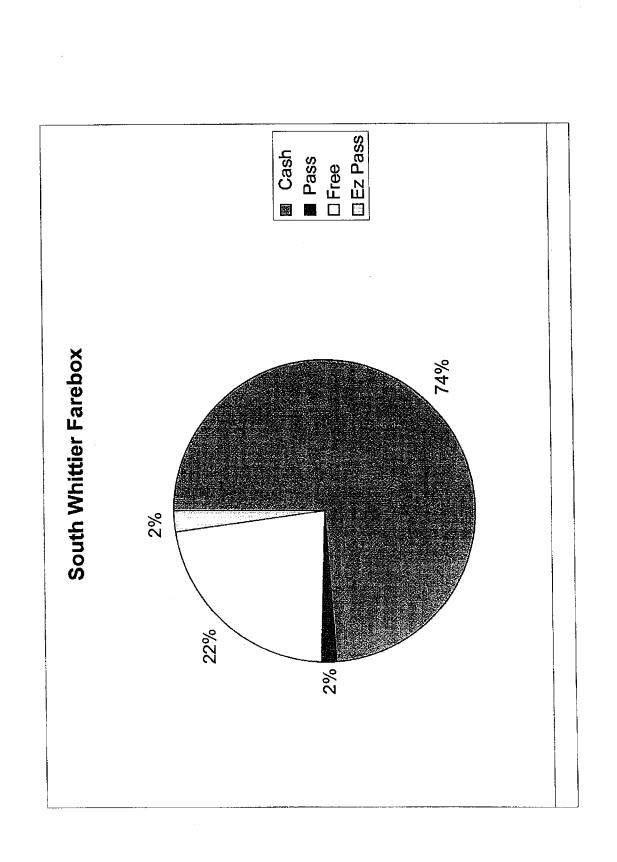
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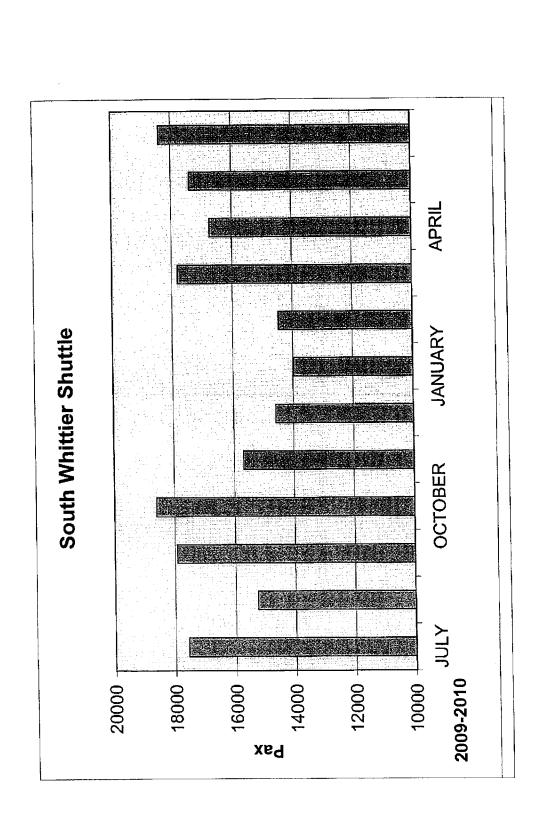
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Month: June-10

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DRUG & ALCOHOL POLICY

NOTE: Additional requirements and/or disciplinary actions established under STI authority are entered in **bold-faced** type. Requirements of the Drug-Free Workplace Act (not covered under Part 655) are in *Italics*.

Southland Transit, Inc. DRUG AND ALCOHOL POLICY

Revised July 29, 2011

1 POLICY STATEMENT

Southland Transit, Inc. (STI) is dedicated to providing safe, dependable and efficient transportation services to our customers. We recognize that our safety-sensitive employees' and affiliate's use of illegal drugs and misuse of alcohol poses a significant risk to public safety, as well as the employee's and affiliate's health and well being, and can cause loss of efficiency, productivity, or a disruptive work environment. In view of this, STI has adopted this policy that is designed to:

- 1.1 create a work environment free from the adverse effects of drug abuse and alcohol misuse:
- 1.2 deter and detect employees' and affiliates' use of illegal drugs and misuse of alcohol;
- 1.3 prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances; and
- 1.4 encourage employees and affiliates to seek professional assistance anytime personal problems, including drug or alcohol dependency, adversely affect their ability to safely perform their assigned duties.

2 PURPOSE

The purpose of this policy is to assure worker fitness for duty and to protect our employees, affiliates, passengers, and the public from the safety and health risks posed by the misuse of alcohol and use of prohibited drugs. This policy also is intended to comply with all applicable State and Federal regulations governing workplace anti-drug use and alcohol misuse programs in the transportation industry. They include DOT 49 CFR Part 40, ("Procedures for Transportation Workplace Drug and Alcohol Testing Programs"); FTA 49 CFR Part 655 ("Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations"): DOT 49 CFR Part 29 ("Drug-Free Workplace Act of 1988"); and CA Govt. Code Section 8350 et. seq. ("Drug-Free Workplace Act of 1990"). This policy incorporates the requirements of above regulations for safety-sensitive employees and others when so noted.

3 APPLICABILITY

Unless otherwise noted in specific provisions, this policy applies to all STI employees, including leased, part-time, or contract personnel. It applies to off-site lunch periods or breaks when an employee is scheduled to return to work or is on-call. All ASI certified Independent Contractor drivers shall be subject to the same conditions of this policy as all safety sensitive personnel. The application of this policy to non-safety-sensitive employees is under STI's own authority. Visitors, invitees, and vendors are also prohibited from entering the STI premises and from conducting any work on behalf of the company when illegal substances are present in their system, or the odor of alcohol is present on their breath.

4 PREEMPTION OF STATE AND LOCAL LAWS

If any conflict occurs between State and local laws and any requirement of the abovementioned Federal regulations, the Federal regulations prevail. However, Federal regulations do not preempt provisions of State criminal laws that impose sanctions for reckless conduct attributed to prohibited drug use or alcohol misuse, whether the provisions apply specifically to transportation employees, employers, or the public in general.

5 DEFINITIONS

<u>Adulterated Specimen</u>: A specimen that has been altered, as evidence by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

<u>Alcohol Use</u>: The drinking or swallowing of any beverage, liquid mixture or preparation (including any medication) containing alcohol. For purposes of this policy, alcohol is alcohol regardless of source.

<u>Breath Alcohol Technician (BAT)</u>: An individual who instructs and assists employees or applicants in the alcohol testing process and operates an Evidential Breath Testing (EST) device.

<u>Canceled Test</u>: A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which Part 40 requires to be canceled. A canceled test is neither a positive nor a negative test.

<u>Collector</u>: A person who instructs and assists individuals at a collection site, who receives and makes an initial inspection of the specimen provided by the individual, and who initiates and completes the Custody and Control Form (CCF).

<u>Controlled Substances</u>: Any drug classified by the U.S. Drug Enforcement Agency (DEA) into the five schedules or classes on the basis of their potential for abuse, accepted medical use, and accepted safety for use under medical supervision. Medications containing any controlled substance must be prescribed by a physician who has a valid DEA license number.

<u>Designated Employer Representative</u>: An employee or employees authorized by the company to take immediate action(s) to remove employees from safety-sensitive duties following a positive test, test refusal, or other policy violations.

<u>Dilute Specimen</u>: A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

<u>Disabling Damage</u>: Damage which precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs, including damage to motor vehicles that could have been driven, but would have been further damaged if so driven. "Disabling damage" does not include:

- Damage, which can be remedied temporarily at the scene of the accident without special tools or parts.
- Tire disablement without other damage even if no spare tire is available.
- Headlamp or taillight damage.
- Damage to turn Signals, horn, or windshield wipers, which makes them inoperative.

DHHS: Department of Health and Human Services.

DOT: Department of Transportation.

Drugs: The drugs for which tests are required under DOT and FTA regulations. They are

Southland Transit Inc.

marijuana, cocaine, amphetamines, phencyclidine (PCP) and opiates.

<u>Drug Abuse</u>: Use of any illegal drug or controlled substance without a valid prescription, misuse of legally prescribed drugs, or use of illegally obtained prescription drugs. This includes use of prescription drugs legally prescribed to another individual.

<u>Evidential Breath Testing (EBT) Device</u>: A device approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath under DOT Part 40 and placed on the NHTSA's Conforming Products List.

FTA: Federal Transit Administration.

Mass Transit Vehicles: Vehicles used for mass transportation or ancillary services.

<u>Medical Review Officer (MRO)</u>: A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory drug test results, who has knowledge of substance abuse disorders, and has the appropriate medical training to interpret and evaluate an individual's confirmed drug and/or validity test results together with the individual's medical history and any other relevant biomedical information. (See Appendix B for a detailed discussion of the MRO's roles and responsibilities.)

Non-Negative Specimen: A urine specimen that is reported as adulterated, substituted, positive for drug(s) or drug metabolite(s), and/or invalid.

<u>Positive Alcohol Test</u>: The presence of alcohol in the body at a concentration of 0.02 or greater as measured by an EBT device.

<u>Positive Drug Test</u>: The result reported by an HHS-certified laboratory when a specimen contains a drug or drug metabolites that is equal or greater than the cutoff concentration.

Refusal to Test: Includes circumstances or behaviors such as:

- Failure to appear at the collection site in the time allotted. (Except for Pre-Employment Drug test.)
- Leaving the collection site before the testing process is completed.
- Failure to provide a urine, breath, or saliva specimen as required by DOT Part 40.
- Failure to permit the observation or monitoring of specimen collection when it is required.
- Failure to provide a sufficient amount of urine or breath specimen without a valid medical explanation.
- Failure or refusal to take a second test when required by the collector or DER.
- Failure to undergo a medical evaluation when required by the MRO or the DER.
- Failure to cooperate with any part of the testing process. (Example: refusal to empty pockets when directed by the collector; behave in a confrontational way that disrupts the collection process; fail to wash hands after being directed to do so by the collector.)
- For an observed collection, failure to follow the observer's instruction to raise clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if individual is wearing any type of prosthetic device that could be used to interfere with the collection process.
- Possession or wearing of a prosthetic or other device that could be used to interfere with the collection process.
- If the MRO reports a verified adulterated or substituted test result.
- Admitting adulteration or substitution of the specimen to the collector or the MRO.
- Leaving the scene of the accident without just cause prior to submitting to a drug and alcohol test when required .
- In alcohol testing, refusal to sign Step 2 of the Alcohol Testing Form (ATF).

NOTE: A REFUSAL TO TEST IS EQUIVALENT TO A POSITIVE TEST RESULT.

<u>Screening Test Technician (STT)</u>: A person who instructs and assists employees in the alcohol testing process and operates an alcohol screening device, such as a breath or saliva device, other than an EST.

<u>Specimen Validity Testing</u>: "A test used to determine if a urine specimen is adulterated, diluted, substituted, or invalid."

<u>Split specimen</u>: In drug testing, a part of the urine specimen that is sent to a first laboratory and retained unopened, and which is transported to a second DHHS-certified laboratory for testing upon employee request following a verified positive or a verified adulterated or substituted test result from the primary specimen.

<u>Substance Abuse Professional (SAP)</u>: A person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

<u>Substituted specimen</u>: A specimen with creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine.

6 EDUCATION AND TRAINING

The education and ongoing awareness component of this policy will include display of posters, distribution to all employees of the drug and alcohol policy and other informational materials, and periodic information seminars.

As required by FTA regulations, the company will provide to all safety-sensitive employees a minimum of 60 minutes of training on the effects and consequences of prohibited drug use on personal health, safety, and the work environment, and on the signs and symptoms that may indicate prohibited drug use. Information on the signs, symptoms, health effects and consequences of alcohol misuse is presented as Appendix A of this policy.

Supervisors who may make reasonable suspicion referrals shall receive a minimum of 60 minutes of training on the physical, behavioral, and performance indicators of probable drug use, and at least 60 minutes of probable alcohol misuse.

7 CONTACT PERSON

Any questions about this policy or any aspect of the company's drug- and alcohol-free program should be referred to:

Panya Chhoeuy 3650 Rockwell Avenue El Monte, CA 91731 Phone: (626) 258-1310 Fax: (626) 258-1329

8 COVERED EMPLOYEES

As a condition of employment, all employees and independent contractors are required to submit to drug and alcohol tests administered in accordance with Parts 40 and 655. (Non-safety-sensitive employees are covered under STI's own authority.) A refusal to submit to a test as directed will be considered to be a positive test result and the employee will be subject to all the attending consequences as stated in this policy. (Please refer to Section 5.0 - DEFINITIONS for specific circumstances or behaviors that are considered refusal to test.)

As defined by the FTA. safety-sensitive employees include those who perform, or may be called upon to perform, the following safety-sensitive functions.

- 8.1 Operating a revenue service vehicle, even when it is not in revenue service;
- 8.2 Operating a non-revenue service vehicle when required to be operated by a Commercial Driver's License (CDL) holder;
- 8.3 Controlling dispatch or movement of a revenue service vehicle;
- 8.4 Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service.

Supervisors are considered safety-sensitive only if they perform, or may be called upon to perform, any of the above safety-sensitive functions.

The company has analyzed actual job duties performed, or may be called upon to perform, by all of its employees and has determined that the following job classifications are considered safety-sensitive for the purposes of this policy.

- Drivers
- Dispatchers
- Mechanics

9 DRUGS TESTED FOR

- Marijuana (THC)
- Cocaine
- Opiates

Codeine Morphine 6-AM (heroin)

Amphetamines

Amphetamine
Methamphetamine
Methylenedioxymethamphetamine (MDMA or Ecstasy)
Methylenedioxyamphetamine (MDA)
Methylenedioxyethylamphetamine (MDEA)

Phencyclidine (PCP)

Southland Transit Inc.

10 PROHIBITED BEHAVIORS

10.1 Illegal Drugs

Unless legally prescribed, the prohibited drugs listed on Section 9.0 are always illegal and employees are prohibited from consuming any of them at all times. Employees or independent contractors may be tested for illegal drugs anytime they are on duty or subject to duty.

10.2 Prescription or Over-the-Counter Medication

Under STI policy, the appropriate use of legally prescribed drugs and nonprescription medications is not prohibited. However, employees or independent contractors must notify their manager and may not perform any safety-sensitive function if their medication carries a warning label that mental functioning, motor skills or judgment may be adversely affected, unless the medication is being used in accordance with the instructions of a physician who has provided a written determination that the substance will not adversely affect the ability to safely perform safety-sensitive duties.

A prescription is considered valid only if it is in writing and indicates the employee's or independent contractor's name, date, the name of the substance, quantity or amount to be taken, and the period of authorization. Prescriptions written by physicians who are not licensed by the U.S. Drug Enforcement Agency, or controlled substances obtained illegally outside the United States are not considered valid medical prescriptions under this policy. It is a violation of this policy to use any controlled substance in a manner that is inconsistent with the prescription. Any covered employee who violates this section of the policy is subject to disciplinary action, up to and including termination.

10.3 Alcohol

Safety-sensitive employees and independent contractors are prohibited from consuming alcohol in any form :

- while performing safety-sensitive functions;
- within 4 hours prior to performing safety-sensitive functions;
- while they are on call
- eight hours following an accident requiring a post-accident alcohol test, unless the test was completed within 8 hours.

Alcohol tests are conducted only just before, during, and just after the employee's or independent contractor's performance of a safety-sensitive function. An alcohol test is considered positive if the employee's or independent contractor's BAC is at 0.02 or greater.

Under the company's own authority, the same prohibitions as stated above for both drugs and alcohol are applicable to non-safety-sensitive employees as well.

11 TYPES OF TESTING

11.1 PRE-EMPLOYMENT TESTING

All applicants for employment or independent contractor status, or any employee or independent contractor transferring from a non-safety-sensitive to a safety-sensitive position will be required to undergo a pre-employment drug test at a time and place designated by the company. This background check applies to those individuals who previously worked for any DOT-regulated employer in the past two years. A verified negative drug test result must be received from the MRO prior to the employee being assigned to safety-sensitive functions. If a pre-employment test is canceled, the individual will be required to undergo another test and successfully pass the test with a verified negative result.

In accordance with the revised Part 40, the company will check on the drug and alcohol testing background of new hires and other employees and independent contractors beginning safety-sensitive work after obtaining the individual's written consent. If the individual refuses to provide the written consent, he/she will not be hired into the safety-sensitive position. In addition, if the individual has had a positive pre-employment drug or alcohol test, or has refused such a test, he/she will not be hired until and unless the individual has provided a documentation of successful completion of the return-to-duty process, which includes a SAP referral, evaluation and treatment plan.

In addition, if the employee or independent contractor has not performed any safety-sensitive function for at least gO consecutive calendar days regardless of the reason and has been out of the random pool for this period, he or she must pass a pre-employment drug test before being allowed to return to safety-sensitive duties.

11.2 REASONABLE SUSPICION TESTING

Whenever a supervisor has reason to believe that an employee or independent contractor has used a prohibited drug and/or engaged in alcohol misuse, reasonable testing will be conducted. The referral will be made by a trained supervisor based on the specific, contemporaneous, and articulable observations concerning the appearance, behavior, speech, or body odors of the employee or independent contractor. The supervisor who makes the referral need not be the individual's own supervisor, as long as he/she has received training in detecting the signs and symptoms of drug use and alcohol misuse. The supervisor's observations will be documented and such documentation shall be kept in the employee's or independent contractor's confidential drug and alcohol testing file.

A reasonable suspicion alcohol test will be conducted only if the reasonable suspicion observation is made just before, during, or just after the employee's or independent contractor's performance of safety-sensitive function.

Once a supervisor has made a reasonable suspicion determination, he/she must remove the individual from performing any safety-sensitive functions and arrange to have the individual accompanied to the testing site immediately. If the alcohol test is not conducted within two hours, reason for the delay must be documented and kept in the employee's or independent contractor's reasonable suspicion test file. All attempts to complete the alcohol test must cease after eight hours.

11.3 POST-ACCIDENT TESTING

Any covered driver operating a mass transit vehicle at the time of an accident will be required to submit to drug and alcohol tests as soon as practicable after the accident. For purpose of this policy, "accident" is defined as an accident involving a mass transit vehicle where the result is:

- An individual dies;
- An individual suffers a bodily injury and immediately receives medical treatment away from the scene;
- The mass transit vehicle (if bus, electric bus, van, or automobile) or any other vehicle(s) involved in the accident suffers a disabling damage as a result of the accident and is transported away from the scene by a tow truck or other vehicle.

11.3.1 Fatal Accidents

Whenever there is a loss of human life, any surviving covered driver operating the company vehicle at the time of the accident shall be tested for drugs and alcohol. Any safety-sensitive personnel not in the vehicle but whose performance could have contributed to the accident also

shall be tested.

11.3.2 Non-fatal Accidents

Following non-fatal accidents, the covered driver operating the vehicle at the time of the accident shall be tested unless his/her performance can be completely discounted as a contributing factor to the accident. Any other safety-sensitive personnel whose performance could have contributed to the accident also shall be tested.

11.3.3 Other Post-Accident Testing Requirements

Covered drivers involved in an accident that requires testing must remain readily available for testing, including notifying the company of their location if they leave the scene of the accident before testing to obtain emergency medical care, or to obtain assistance in responding to the accident. They will be considered to have refused to submit to testing if they fail to do so.

Covered drivers are prohibited from using alcohol for eight hours following an accident or until the post-accident testing is completed, whichever occurs first. Every effort will be made to conduct alcohol testing within two hours after the accident. In the event the alcohol test is delayed beyond two hours, the company will prepare and maintain a record stating the reason(s) for the delay. If an alcohol test is not administered within eight hours following the accident, the company will cease all efforts to administer the test and document the reason for the inability. In the event a drug test is not administered within 32 hours from the time of the accident, the company will cease all attempts to administer the drug test. This requirement should not be construed to delay the necessary medical attention for injured people following the accident.

If STI is unable to perform post-accident tests in accordance with FTA regulations, the company will use the post-accident test results administered by State or local law enforcement personnel under their own authority. This is acceptable only under limited circumstances and the test results must be obtained in conformance with State and local law.

Whenever possible, covered drivers undergoing post-accident tests shall be escorted to the collection site. If this is not possible covered drivers may use their own form of transportation to get to the collection site within the prescribed time limits.

11.4 RANDOM TESTING

As required by FTA regulations, safety-sensitive employees and covered drivers are required to undergo random drug and alcohol tests to deter use of prohibited drugs and misuse of alcohol. The random selection will be conducted using a scientifically valid method, such as a random number table or a computer-based random number generator, which gives each covered employee or independent contractor an equal chance of being selected every time a selection is made. As is the nature of random selection, it is possible for some individuals to be tested several times in one year, and other individuals not to be tested for several years. Management does not have any discretion on who will be selected.

Every effort will be made by the company to spread random testing reasonably throughout the calendar year, all days of the week, and all hours when safety-sensitive functions are performed. The testing dates and times are unannounced and employees or independent contractors are required to immediately proceed to the designated collection site following notification.

STI will conduct random drug and alcohol tests at a minimum annual percentage of covered employees and independent contractors as required by the FT A. The rates are subject to change on an annual basis, depending on the industry-wide positive rate determined by the

Bid Detail Information

Bid Number: PW-ASD837

Bid Title: EL SOL SHUTTLE SERVICE (2011 PA044)

Bid Type: Service

Department: Public Works

Commodity: BUS - TRANSIT (COACH-MINI) CONVENTIONAL

Open Date: 12/22/2011
Closing Date: 1/4/2012 5:30 PM
Bid Amount: \$ 1,275,000
Bid Download: Not Available

Bid Description: PLEASE TAKE NOTICE that Public Works requests proposals for the contract for El Sol Shuttle Service (2011-PA044). The

total annual contract amount of this service is estimated to be \$1,275,000. The Request for Proposals (RFP) with contract

specifications, forms, and instructions for preparing and submitting proposals may be accessed at http://dpw.lacounty.gov/asd/contracts or may be requested from Mr. Eric Fong at (626) 458 4077 or

erfong@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

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

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document at the time of proposal submission including, but not limited to:

- 1. Proposer must have a minimum of three years of experience providing the same or similar fixed route services for governmental or social service agency(ies). (Please use Form PW-19, Proposer's Compliance with the Minimum Requirements of the RFP.)
- 2. Proposer's Project Manager must have a minimum of three years of experience providing the same or similar fixed route services for governmental or social service agency(ies). (Please use Form PW-19, Proposer's Compliance with the Minimum Requirements of the RFP.)
- 3. Proposer's Maintenance Manager must have a minimum of three years of experience in maintaining similar fleets of transit vehicles.

(Please use Form PW-19, Proposer's Compliance with the Minimum Requirements of the RFP.)

4. Proposer has passed all California Highway Patrol Safety Compliance Inspections (or passed all reinspections) of the Proposer's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections (California Vehicle Code 34501(c)).

(Please use Form PW-19, Proposer's Compliance with the Minimum Requirements of the RFP.)

- 5. Proposer must provide a spare service vehicle(s) equipped with properly working air conditioning and wheelchair lift equipment in the event that any assigned vehicle breaks down. The spare vehicle(s) must meet or exceed the service vehicle requirements as set forth in Exhibit H, Contractor-Provided Spare Service Vehicle Requirements. If the Proposer does not meet the spare service vehicle(s) requirement at the time of submission, but fully intends to comply if awarded the contract the Proposer must provide an affirmative statement that upon start of the contract, the spare service vehicle(s) will comply with Exhibit H, Contractor-Provided Spare Service Vehicle Requirements. (Please use Form PW-19, Proposer's Compliance with the Minimum Requirements of the RFP.)
- 6. Proposer has submitted copies of the Proposer's employees' valid State of California Department of Motor Vehicles Class B (with "P" endorsements) commercial driver's licenses, as well as any other required licenses or endorsements required by Federal, State, and local regulations. (Please use Form PW-20, Proposer's Compliance with the Certification/Licensing Requirements of the RFP.)
- 7. Proposer must submit copies of all National Institute for Automotive Service Excellence (ASE) Certification in H-4 ASE Transit Bus Brake Test for all maintenance personnel identified; or Proposer must submit an affirmative statement that all of Proposer's maintenance personnel assigned to this Contract, within 12 months of the date of hire or the start of the contract, whichever occurs last, will obtain ASE certification in the H-4 ASE Transit Bus Brake Test. (Please use Form PW-20, Proposer's Compliance with the Certification/Licensing Requirements of the RFP.)
- 8. Proposer shall submit a copy of a Mobile Air Conditioning Society certification or the equivalent ASE vehicle air-conditioning system certification in the Medium/Heavy Duty Truck, School Bus, or Transit Bus Test Series for at least one member of their maintenance personnel identified in Form PW-21. (Please use Form PW-20, Proposer's Compliance with the Certification/Licensing Requirements of the RFP.)

A Proposers' Conference will be held on Wednesday, January 4, 2012, at 9 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra,

California 91803, in the 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, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference. After the third business day, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Wednesday, January 18, 2012, at 5:30 p.m. Please direct your questions to Mr. Fong at the number listed on the first page.

Contact Name: Eric Fong