# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"Enriching Lives"*

**JAMES A. NOYES, Director**

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November 26, 2003

IN REPLY PLEASE
REFER TO FILE: AS-0

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

Dear Supervisors:

**WHITTIER, ET AL., PARATRANSIT SERVICE**
**PROPOSITION A LOCAL RETURN TRANSPORTATION PROGRAM**
**SUPERVISORIAL DISTRICTS 1 AND 4**
**3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the contract work is exempt from the provisions of the California Environmental Quality Act (CEQA).

2. Find that this service can be more economically performed by an independent contractor than by County employees.

3. Award the contract for "Whittier, et al., Paratransit Service" to Southland Transit, Inc., located in Baldwin Park, California. This contract will be for a period of 54 months beginning January 1, 2004, through June 30, 2008.

4. Authorize the contractor to proceed with the work in accordance with the contract's specifications, terms, conditions, and requirements.

5. Authorize Public Works to encumber and disburse Proposition A Local Return Transit funds, available in the First and Fourth Districts' Fiscal Year 2003-04 allocation of the Transit Enterprise Fund in an annual amount not to exceed $700,000 (for a total of $3,150,000 for the contract's 54 months), plus an additional 15 percent for unanticipated, additional service requirements, if any.

6. Delegate authority to the Director of Public Works to execute the contract, as well as terminate it, if, in the opinion of the Director, termination is warranted.

## PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to award a contract to the most responsive, responsible proposer, Southland Transit, Inc., to operate the Whittier, et al., Paratransit Service.

On January 4, 1983, your Board approved allocating Proposition A Local Return Transit funds from Supervisorial Districts 1 and 4 for operation of the Whittier, et al., Paratransit Service. In Fiscal Year 1983-84 and in subsequent fiscal years, your Board approved the continuation of this service. This action continues the service for patrons of the unincorporated County areas of South San Gabriel, Avocado Heights/Bassett, Hacienda Heights, Rowland Heights, and unincorporated Whittier through June 30, 2008.

### Implementation of Strategic Plan Goals

This contract meets the County's Strategic Plan Goals of Organizational Effectiveness, Fiscal Responsibility, and Service Excellence. This contract will improve the quality of life in the County through the utilization of this contractor's expertise to effectively provide this transit service in a timely and cost-effective manner. This service improves the mobility of the transit-dependent elderly and persons with disabilities.

## FISCAL IMPACT/FINANCING

This contract is for an annual amount not to exceed $700,000, plus an additional 15 percent for unanticipated, additional service requirements, if any. In addition to transit services at the contractor's hourly rate, this amount includes possible reimbursable expenses for specified vehicle repairs, possible vehicle leasing expenses, and possible contractual incentive payments. This contract will be for a period of 54 months, commencing on January 1, 2004, through June 30, 2008. The additional funds will not be spent without the Director’s approval. In any event, this contract may be cancelled or terminated at any time by the Director, without cause, upon the giving of at least 30 days' written notice to the contractor.

The "Whittier, et al., Paratransit Service" will be financed from Supervisorial Districts 1 and 4 Proposition A Local Return Transit Funds available in the Transit Enterprise Fund administered by Public Works for Fiscal Year 2003-04. The Los Angeles County Metropolitan Transportation Authority has approved this project as eligible for

Proposition A Local Return Transit funding. Funds to finance the contract's future years will be made available through Public Works' annual budget process. There will be no impact on net County cost.

In accordance with Auditor-Controller guidelines, Public Works has calculated the cost-effectiveness of contracting for this service. Public Works has determined that this service can be more economically performed by an independent contractor than by County employees.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Prior to the Director executing this contract which will substantially be reflected in Enclosure A, the contractor will execute and County Counsel will review it as to form.

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

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

Public Works accessed available resources to review and assess the proposed contractor's past performance, history of labor law violations, and any negative experiences with County contracts. No information was found that would qualify our recommendation.

## ENVIRONMENTAL DOCUMENTATION

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

## CONTRACTING PROCESS

On September 18, 2003, Public Works solicited proposals from 157 independent contractors and community business organizations to accomplish this work. Also, notice of proposal availability was placed on the County's bid website (Enclosure B) and an advertisement was placed in the Los Angeles Times.

By October 16, 2003, four proposals were received. The proposals were reviewed by an evaluation committee consisting of Public Works staff to ensure each proposal met the mandatory and minimum requirements outlined in the Request for Proposals (RFP). The committee determined that three proposals did not meet all of these requirements. The remaining proposal met all requirements. Based on this evaluation, Public Works is recommending that this contract be awarded to Southland Transit, Inc., located in Baldwin Park, California, which was found to be the most responsive, responsible, and lowest-cost proposer to perform the required service.

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

This contract contains Board-approved contract terms and conditions regarding current and new employee notification of the Federal-earned income tax credit, agreement to maximize to the extent possible the use of recycled-content paper products, contractor responsibility and debarment, jury service requirements, no payment for services received after contract expiration or termination, and the Safely Surrendered Baby Law.

Public Works has confirmed that the Child Support Services Department has received the contractor's Principal Owner Information Form in compliance with Los Angeles County Code, Chapter 2.200 (Child Support Compliance Program).

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.

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

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

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

The award of this contract will not result in the displacement of any County employees, as Public Works is presently contracting for this service with the private sector.

**CONCLUSION**

Two approved copies of this letter are requested.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

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Enc. 3

cc: Chief Administrative Office
County Counsel
Office of Affirmative Action Compliance (Robert Valdez)

# SAMPLE CONTRACT

THIS CONTRACT, made and entered into 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 _____, a California corporation, hereinafter referred to as "CONTRACTOR":

## WITNESSETH

WHEREAS, County and Contractor agree that it is in the public interest to provide paratransit service to the eligible elderly (60 years and older) and persons with disabilities who reside in the unincorporated County areas of South San Gabriel, Avocado Heights/Bassett, Hacienda Heights, Rowland Heights, and unincorporated Whittier as defined in Exhibit A-2, hereinafter referred to as "Service"; and

WHEREAS, County will finance the cost of Service for the term of this Contract using County's Proposition A Local Return Transit funds; and

WHEREAS, Contractor agrees to provide the aforementioned Service in accordance with the hereinafter mentioned conditions.

NOW, THEREFORE, in consideration of the covenants and conditions herein contained to be kept and performed by the parties hereto, County and Contractor agree as follows:

### SECTION 1. COMPLETE CONTRACT

This document constitutes the complete and exclusive statement of the terms of Contract between County and Contractor, and it supersedes all prior representations, understanding, and communications. The invalidity in whole or in part of any provision of this Contract shall not affect the validity of other provisions.

### SECTION 2. TERM OF CONTRACT

The term of Service under this Contract shall commence on January 1, 2004, through June 30, 2008, for a total of 54 months. This Contract may be canceled or terminated at any time by the County without cause upon the giving of at least 30 days written notice to the Contractor.

### SECTION 3. GENERAL SCOPE OF WORK

Contractor shall operate Service subject only to the general policies and direction of County with regard to management and operations, and to the provisions and requirements of this Contract. Contractor shall do all things necessary to procure, manage, operate, maintain, and store County's vehicles, 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.

SECTION 4. SERVICE REQUIREMENTS

Service requirements shall be as specified in Exhibit A-1 within the established Service area identified in Exhibit A-2.

SECTION 5. SERVICE REVISIONS

County has established Service requirements and Service area as described in Exhibits A-1 and A-2. If Director determines that Service may be improved by revisions to scheduling, vehicle assignment, fleet size, or areas served, Director and Contractor shall plan and institute such changes jointly within the terms of this Contract.

Contractor agrees that total revenue Service hours may be increased or decreased by up to 25 percent without renegotiation of basic vehicle service hour unit price over the term of this Contract.

Any modification will be furnished by Director to Contractor at least 30 calendar days prior to any Service revision unless a shorter time period is mutually agreeable to both parties.

SECTION 6. FARES

A. Fare Media and Regulations

Contractor shall charge a fare of 50 cents per one-way ride for Service. Escorts for disabled riders shall not be charged a fare. All fares shall be retained by Contractor to partially finance cost of Service and shall be subtracted from the invoice for Service. The monthly revenue amount is subject to audit and will be reported in the monthly statement to Director. Contractor shall, upon request of Director, accept passes or vouchers issued by Director in lieu of the cash fare specified herein. Director may alter the fare to be charged and Contractor shall adhere to any changes to the fare structure.

B. Fare Security

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

SECTION 7. RATES, PASS-THROUGH COSTS, AND COMPENSATION

A. Maximum Contract Amount

This Contract shall not exceed an annual amount of $700,000, for a Contract total of $3,150,000, or such greater sums as the Board may approve.

B. Rates

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

1. Regular Service Vehicles

For County-owned vehicles, County shall pay Contractor on a monthly basis an amount equal to the sum of i) the number of vehicle revenue hours provided with vehicles times _____, hereinafter referred to as "Vehicle Rate"; less ii) fares, less iii) any and all liquidated damages pursuant to Section 15.D. of this Contract. Vehicle revenue hours are defined as the actual hours of service starting from the point of first pickup to the last drop-off minus driver lunches and time without passengers exceeding 30 minutes, based on the hours determined by Director as needed to provide Service described in Exhibit A-1.

2. Vehicle Lease Payments

Contractor may be directed by Director to provide and operate substitute vehicle(s) for Service in the event demand for Service exceeds the capacity provided by County-owned vehicles for a prolonged period of time in excess of 24 consecutive hours. Increased demand may result from increase in ridership and/or vehicle shortage. Shortages may occur when vehicles are out of service due to maintenance, repair, replacement or other reasons that are beyond Contractor's control. The substitute vehicles provided by Contractor shall be approved by Director prior to being placed into Service. County will pay the following lease cost of the substitute vehicles only for the number of days the vehicle is in Service each month.

Vehicle Description_____

Monthly Lease Payment_____

3. Coordinated Vehicles

In the event that the Contractor will use Contractor-owned vehicles to coordinate rides with other jurisdictions or programs, during the Service

hours specified in Exhibit A-1, the revenue hours will be prorated as follows. County's share of the revenue hours for Contractor-owned vehicle will be determined by dividing the number of County riders to the total number of riders on that Contractor-owned vehicle and multiplying it by the revenue hours the Contractor-owned vehicle was transporting County patrons simultaneously with patrons from other jurisdictions. County will not be charged for more than its prorated share of revenue hours.

4. Supplemental Taxi Service

County shall pay Contractor on a monthly basis an amount equal to the number of vehicle Service miles provided with supplemental vehicles times the vehicle service mile rate, hereinafter referred to as "Supplemental Rate." Vehicle Service miles are defined as the actual miles traveled from point of pickup to drop-off. The vehicle Service mile rate for the term of this Contract is_____.

C. Pass-Through Costs (County-owned vehicles only)

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

1. Engines/Transmissions/Differential Units

County recognizes that during the term of this Contract, engines, transmissions, and/or differential units for County-supplied vehicles that are no longer under warranty may have to be rebuilt or replaced. If Contractor determines that an engine, transmission, and/or differential unit requires rebuilding or replacement, Contractor shall notify Director immediately after making such determination and subsequently in writing, detailing the reason for such a determination. After inspection by Director, Director may direct Contractor in writing to proceed with the work. County will reimburse Contractor only for the costs associated with the components described above.

Costs associated with the removal and replacement to and from the vehicle of aforementioned components, including associated replacement of attachment devices, gaskets, seals, etc., are the responsibility of Contractor.

2. Air Conditioning

County recognizes that during the term of this Contract, air conditioning compressors in use on County-supplied vehicles equipped with air conditioning systems utilizing refrigerant may be prone to failure. If Contractor determines that an air conditioning compressor and/or compressor clutch unit requires replacement due to operational failure of said compressor, Contractor shall notify Director immediately after making such determination and subsequently in writing, detailing the reasons for such a determination. After inspection by Director, Director may direct Contractor in writing to proceed with the recommended work. Contractor will only be permitted to pass-through to County costs related to actual repair/replacement of the compressor/clutch unit as described above, any air conditioning filter (filter-dryer) that required replacement as a result of the specific compressor failure, and replacement refrigerant as may be required as a result of the specified compressor failure. County will reimburse Contractor only for the costs associated with the components and refrigerant as described above.

Costs associated with the removal and replacement to and from the vehicle of aforementioned components are the responsibility of Contractor.

3. Vehicle Repaint

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

4. Rehabilitation of County-owned Vehicles

From time to time, a County-owned vehicle may require complete mechanical overhaul and/or rehabilitation in order to meet County

specifications. In such instances, County will inspect vehicle and make determination of work to be accomplished. Contractor shall then obtain the services of a known and qualified facility equipped to perform the task necessary as part of County's assessment. The facility shall employ "certified" mechanics, welding, refrigeration, brakes, personnel, etc., to perform necessary work. County shall reserve the right to inspect and approve the facility where the work shall be performed. County will perform pre-production, on-time, pre-delivery, post-delivery, conditional acceptance, and final acceptance inspections on the vehicle.

After completion of overhaul and/or rehabilitation of vehicle, Contractor shall invoice County for such work along with all necessary and required documentation as determined by County. Contractor shall withhold between five to 10 percent of the amount due the selected facility for the approved work until County'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 County will agree to the percent of withholding fee and time period applicable in each instance. County will withhold the applicable percentage from the amount due to Contractor until the vehicle passes the testing period. Contractor shall invoice County for any remaining balance after County's final acceptance of vehicle. Subject to final acceptance and approval by Director, payment will normally be made within 30 calendar days of approval.

5. County recognizes that during the term of this Contract, there may be needed repairs or modifications to vehicles that are beyond the control of Contractor and have not been identified in subparagraphs 2-4 above. To be eligible for pass through costs for items not mentioned in subparagraphs 2-4, Contractor shall present the required scope of work to Director. Director approval of the scope shall be obtained by Contractor in writing prior to the work commencing.

D. Noncompensation

In the event Contractor is precluded from starting Service described herein for those excusable reasons cited in Section 18, Force Majeure, Contractor shall not receive compensation under this Contract for the period of the excusable delay. If the excusable delay occurs following the start of regularly scheduled Service, Contractor shall be compensated as specified in Section 7.B, above.

E. Financial Audit Settlement

If at any time during the term of this Contract or at any time after the expiration or termination of this Contract, authorized representatives of County or of any other agency funding this Contract, conduct an audit of Contractor regarding the

services provided to County per terms of this Contract, and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment, or (2) at County's option, credited against any future payments hereunder due to Contractor. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to the Contractor, then the difference shall be paid to Contractor by County by cash payments, provided that in no event shall County's maximum obligation for Contract, as set forth in this Contract, be exceeded.

F. Claims for Payment

Contractor shall submit monthly invoices in triplicate (one original and two copies) to County along with documentation thereof and all required reports in the form and number required by County no later than the 15th day of the following month for payment for Service. Operating costs shall be submitted as amount due Contractor.

Unless otherwise provided for herein, the vehicle Service hour rate identified in Section 7.B above shall cover all costs of Service provided by Contractor pursuant to this Contract.

The County agrees to initiate payment approval within five business days of the receipt of a properly completed invoice from the Contractor. Approval and payment by the County will be made within 30 calendar days. 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

For living wage exempt Contractor, monthly invoices shall indicate inclusive dates of services, contract number, name of the Contractor's employee(s), the work performed (identified by the vehicle Service hour rate in Section 7.B, and mileage data, if applicable. Additionally, the Contractor shall submit with the invoice, on County-provided payment detail forms, information for each employee which will identify date, project name, hours, wage rate, applicable mileage, etc.

SECTION 8. EQUIPMENT

A. Transit Vehicles

1. County-owned and Contractor-operated Vehicles

County will lease to Contractor seven revenue vehicles as described in Exhibit A-7 for One and 00/100 Dollars ($1.00) per month per vehicle including tires and other peripheral equipment attached to the vehicles. These vehicles are only to be used to provide Service. The number of County-owned vehicles may be changed at County's discretion by giving Contractor 30 calendar day written notice.

2. Contractor-provided and operated Vehicles

Contractor may be directed by County to provide and operate vehicle(s) for Service in the event demand for Service exceeds the capacity provided by County-owned vehicles for a prolonged period of time in excess of 24-consecutive hours. The vehicles, hereinafter referred to as "Contractor-owned vehicles," provided by Contractor shall be approved by County prior to being placed into service. County will pay the monthly lease cost of the Contractor-owned vehicles prorated by the number of days per month the Contractor-owned vehicle operated in service.

Contractor shall be responsible to provide sufficient and adequate vehicles, including spare vehicles, that meet or exceed the required specifications described in Exhibit A-3. Contractor shall provide Director with copies of current California Department of Motor Vehicles (DMV) registrations for Contractor-owned vehicles and update as required for the duration of this Contract.

Contractor-owned vehicles and County-owned vehicles together, hereinafter, will be referred to as "Vehicles."

Vehicles' signage and decal work, inside and outside, is subject to County's approval.

3. Support Vehicles

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

4. Supplemental Taxi Service

Contractor may provide supplemental taxi service as necessary to ensure on-time performance. Supplemental taxi service may also be used in the

event that Vehicles are out of service for the day and return trips have not been completed.

B. General Equipment Terms

Contractor shall acknowledge receipt of any County-owned and provided vehicles and equipment, any County-owned vehicles and equipment subsequently added to the fleet, and the condition and working order in which said items have been received.

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

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

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

Contractor shall, at its sole expense, repair or replace any County-owned equipment and/or vehicles which may be damaged or lost by reason of theft, collision, fire, negligence, abuse, vandalism, or other like cause. If equipment is to be replaced by Contractor, it will be with a County-approved exact duplicate or as stipulated by Director. However, in no event shall Contractor's liability exceed actual book value of vehicle and/or equipment so damaged. At Director's sole option, the insurance funds received by Contractor, plus any applicable deductible, can be submitted to County in lieu of a replacement vehicle or equipment.

Book value of vehicles shall be based on straight line depreciation over the years of useful life with a 10 percent salvage value. The beginning date of the depreciation to be used is the first date the new vehicles are placed into Service.

The final sale price (excluding taxes, license fees, and documentation fees) of the new vehicle(s) is to be used as the basis for depreciation.

Contractor shall supply sufficient and adequate vehicles, all maintained in good and clean condition with air conditioning, and lift equipment, in the event of a County-owned vehicle shortage. Contractor shall supply spare vehicles in the event of a County-owned vehicle shortage not exceeding a period of 24-consecutive hours and substitute vehicles in the event of a County-owned vehicle shortage exceeding a period of 24-consecutive hours. Contractor shall supply a two-way communication dispatch system in all spare and substitute vehicles to ensure a consistent fulfillment with the terms of this Contract. Shortages may occur when County-owned vehicles are out of service for repairs or when vehicles are in the process of being replaced or if demand has exceeded the availability of County-owned vehicles. The cost of spare vehicles shall be included in Contract's actual Vehicle Rate. The cost to operate and maintain substitute vehicles will be covered by the Vehicle Rate, and the mutually agreed upon lease cost of substitute vehicles will be paid by County. 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) of 1990.

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

C. Communication Equipment

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

For the convenience of residents calling to make reservations, Contractor shall provide a multi-line telephone service with a feature to queue incoming calls and with a phone number which does not involve a toll charge for any caller within Service area.

D. Dispatch Software

Contractor shall use dispatching software similar or equal to the latest version of Trapeze Pass. The software will be integrated with Mobile Data Terminals (MDT) and Automatic Vehicle Locators (AVL) from Vehicles. The software shall

be able to sort patrons by specified area. Contractor shall equip Vehicles with MDT's and AVL's at its own expense. Contractor shall remove its equipment from the County-owned vehicles upon the completion of this Contract. Contractor is given 60 calendar days from the start of this Contract to purchase, install, train personnel, and complete the implementation for use of the system described above. Failure to implement the software, MDT's, and AVL's by the deadline may immediately terminate this Contract at Director's discretion based on the progress made.

E. Internet Access, E-Mail

Contractor shall maintain Internet access and valid e-mail addresses throughout the duration of this Contract. Contractor shall provide unique e-mail addresses for the Project Manager and Maintenance Manager. Contractor shall provide County with these e-mail address as some communication, including the monthly reports, may be done through e-mail for convenience and timeliness. Contractor is given 30 calendar days from the notice that it has been awarded the Contract to purchase, install, train, and implement Internet access and e-mail as described above.

F. 24-Hour Contact Telephone Number

Contractor shall provide County with a 24-hour emergency telephone number that shall be answered by a live person. The person answering the telephone shall be able to put the Director or his designee in contact with key management personnel in case of an emergency.

The telephone number is _____ .

SECTION 9. STORAGE AND MAINTENANCE FACILITIES

A. Contractor shall provide appropriate fixed vehicle storage and maintenance facilities for the garaging, servicing, and cleaning of Vehicles and equipment. Facilities shall be located at _____, California and shall include:

1. An enclosed work space sufficient to allow maintenance personnel to service vehicles and be protected from the weather.

2. A paved shop floor capable of withstanding the maximum weight of the Vehicles.

3. A lighted maintenance pit or a hydraulic lift capable of fully lifting the heaviest Vehicles six feet above the floor, for maintenance purposes.

4. A security-fenced, paved, and lighted area for overnight vehicle parking with adequate spaces for all Vehicles.

B. Contractor shall provide and maintain:

1. A compressed air supply.

2. Tire-changing equipment.

3. Battery maintenance equipment and spare batteries.

4. Vehicle lubrication equipment.

5. All tools and equipment necessary to perform required preventive maintenance activities.

6. All tools and equipment necessary to service Vehicles, perform component adjustments, and make mechanical repairs.

7. Facilities and equipment necessary to wash and clean the Vehicles in accordance with Contract.

8. Adequate secured storage area for tools, equipment, and parts.

C. Contractor may subcontract the maintenance function as described above; however, the subcontractor must be approved by the Director. Should the Contractor's maintenance facilities and equipment be deemed unsatisfactory under this Contract by Director, only the approved subcontractor may perform major maintenance on Vehicles. Contractor, at its own discretion, may perform minor maintenance on Vehicles, limited to tire changes, fluids replenishment, vehicle cleaning, wiper blades exchange, light bulbs exchange, and broken mirror replacement. At its own discretion, Director may, in writing, allow Contractor to perform other types of minor maintenance. All maintenance subcontracts pertaining to this Contract shall be executed by the start of this Contract. If Contractor has to change the maintenance subcontractor during the duration of this Contract, they may do so after Director approves the new subcontractor. Director shall be provided with copies of all third party contracts pertaining to this Contract.

D. Contractor shall be responsible for all payments made to all subcontractors. County will not accept any claims for payment from subcontractors.

SECTION 10. VEHICLE AND EQUIPMENT MAINTENANCE

A. Vehicle Condition

All Vehicles, vehicle equipment, and any other equipment necessary to provide Service shall be maintained by Contractor to acceptable appearance standards and in good repair and condition satisfactory to Director and in accordance with manufacturers' recommended maintenance procedures as well as with

applicable Federal and State regulations. Contractor shall maintain a "satisfactory" California Highway Patrol (CHP) terminal inspection rating throughout the life of this Contract. If Contractor receives a rating of "unsatisfactory" from the CHP, Contractor shall so notify Director immediately and outline steps that shall be taken to correct deficiency(ies). Contractor shall not seek additional compensation of any costs incurred to meet the requirements in this paragraph.

B. Warranty Work (County-owned vehicles only)

Director will provide Contractor with the written manufacturers' warranty for each County-owned vehicle. Contractor shall become County's designated warranty agent for all County-owned and provided vehicles. Contractor shall be responsible for ensuring that the vehicle manufacturers and all component manufacturers perform or reimburse Contractor for all work and parts that are covered under warranty. Contractor shall diligently follow the preventive maintenance program so any warranty coverage of County-owned vehicles is not lessened or invalidated. Contractor shall not seek additional compensation for any costs incurred to meet the requirements in this paragraph.

C. Vehicle Appearance/Cleaning/Fumes

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

1. Vehicle Interior

The interior of all Vehicles shall be kept free of litter and debris to the maximum practicable extent throughout the operating day. Vehicles shall be swept, mopped ("wet mop" process only), and dusted daily. Under no circumstances is the "hosing out" (water wash down) of Vehicle interiors allowed. A minimal amount of soap/cleaning solution and/or water shall be utilized. Interior panels, windows, and upholstery shall be cleaned of marks as necessary. The interiors of all Vehicles shall be thoroughly washed at least once per week, including all windows, seats, floor, stanchions, and grab rails. All foreign matter such as, gum, grease, dirt, and graffiti shall be removed from all interior surfaces during the daily interior cleaning process. Any damage to seat upholstery shall be repaired in a professional manner immediately upon discovery. Contractor shall replace seat covers and/or seat boards which are worn or damaged and cannot be professionally repaired, using materials which are identical in specifications and color as those materials being repaired. Ceilings and walls shall be thoroughly cleaned weekly or more often as necessary. Contractor shall ensure that the interiors of Vehicles are kept free of rodents, insects, vermin, and pests at all times while in operation

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

2. Vehicle Exterior

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

3. Fumes

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

D. Daily Pre-trip Vehicle Inspection and Servicing

Each Vehicle shall receive a daily pre-trip inspection by the operator (driver) prior to being placed in Service. Contractor's daily pre-trip vehicle inspection report form shall be submitted to Director in a format approved by County. The pre-trip inspection forms shall include all items from the "Vehicle Appearance Cleanliness Checklist" (Exhibit A-6). Daily pre-trip inspections shall be supplemented by regular weekly maintenance inspections to ensure safe and proper operating condition of vehicles. Daily pre-trip inspections shall also include physical operation of the wheelchair lift or ramp to ensure ADA compliance. A record of all such inspections shall be kept by Contractor and be submitted to County as required herein.

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

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

E. Wheelchair Lifts or Ramps

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

F. Maintenance Program

1. 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, and all equipment to be used to perform this Contract in strict conformity to CHP regulations and orders. Contractor's duty and responsibility to maintain all Vehicles and equipment cannot be delegated to any other person, firm, or corporation without prior written approval of Director.

2. Parts/Fluids Specifications and Requirements

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

3. Vehicle Damage

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

4. Preventive Maintenance

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

All scheduled and preventive maintenance shall be completed in a timely manner and Contractor shall keep all Work Order Cards and a Preventive Maintenance Inspection (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 mechanic who performed the work, and the maintenance supervisor who inspected the work.

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

5. Brake Inspection/Adjustment

Brake inspections and adjustments on all Vehicles shall be performed at intervals that ensure the safe and efficient operation of the braking system. Detailed brake inspections on air brake systems shall occur every 45 calendar days or more frequently in accordance with the number of miles the Vehicle was in operation since the prior inspection. Visual inspections of the air brake systems shall occur weekly and be recorded as part of the maintenance records.

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

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

7. Spare Parts

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

8. Vehicle Towing

In the event that towing of any 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.

9. Repair/Replacement of Engine Ancillary and Transmission Parts

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

G. In-Service Vehicle Breakdown

In the event of a Vehicle breakdown while in Service, the maximum response time for a substitute vehicle to be made available for the patrons to continue to their destination shall be 30 minutes.

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

H. Vehicle Maintenance Record Keeping

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

1. Make

2. Model

3. Serial Number/Fleet Number

4. License Number

5. Date Received

6. Unit Repairs (mechanical)

7. PMI Reports

8. Daily Pre-trip Vehicle Inspection Reports

9. Work Orders

10. Warranty Work

11. Major Mechanical Repair/Unit Replacement

12. Body/Interior Repairs (cosmetic)

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

I. Maintenance Personnel

Contractor shall be responsible for providing personnel for effective maintenance of Vehicles used in the performance of this Contract as indicated below:

1. Maintenance personnel shall have thorough knowledge of:

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

   b. Methods and procedures used in servicing mechanical equipment.

   c. Vehicle chassis and bodies.

   d. Tools, precision instruments, equipment and procedures used in the general repair and maintenance of vehicle equipment.

   e. Decimals, fractions, and specific math related to vehicle mechanics, electrical schematics, and pneumatic system as used in diagnosis of problems.

   f. Specialized areas such as painting, upholstering, brake relining, air conditioning, and maintenance of wheelchair lifts and ramps.

g. Vehicle electronics.

2. Maintenance personnel shall be able to:

a. Inspect and repair Vehicle engines, transmissions, and other parts.

b. Diagnose Vehicle engine, transmission, and electrical system problems.

J. Applicable Vehicle Codes and Regulations

All Vehicles utilized in Service shall be maintained in a safe condition for operation on public streets and freeways and meet all the requirements in the California Vehicle Code for a bus or General Public Paratransit Vehicle, as appropriate. All parts of Vehicles and all equipment mounted on or in Vehicles shall conform to the California Vehicle Safety Standards and the California Administrative Code, Title 13. Particular attention is directed to the CHP Motor Carrier Safety Regulations. Each Vehicle is required to be inspected annually by Director and/or by CHP. County shall be immediately notified of inspections performed by a governmental agency other than County. The results of inspections shall be provided to Director within 24 hours, and any applicable signed certification shall be displayed or carried on the Vehicles. Contractor shall expeditiously correct any deficiencies on any CHP vehicle inspection report and advise Director of same.

K. Smog and Smoke Checks

Even though not required for registration purposes all "E-plated" vehicles shall be smog (or smoke, if Diesel) checked in accordance with the California Health and Safety Code, Section 44019. All smog check reports for County-owned vehicles shall be forwarded to Director by May 31 of the year of the inspection.

L. CHP Inspections

Contractor shall contact the CHP and have the CHP perform biennial terminal inspections on Contractor's maintenance facility and activities regardless of the total fleet mileage that occurred since the previous inspection. Contractor shall notify Director of the inspection at least seven calendar days in advance. Director may have appropriate personnel attend the inspections. Copies of the inspection reports shall be forwarded to Director.

SECTION 11. MONITORING AND AUDITING SERVICE

A. Monitoring Service

In order to document Service, Contractor shall maintain all project records as requested by County, and as required for good business practices. Contractor

shall monitor Service, schedules, and ridership in a method approved by County. Based on this monitoring, Contractor shall indicate the need to maintain, reduce, or increase the frequency of operations. County shall have the right to have authorized County personnel board, at no cost to County, all Vehicles utilized by Contractor in the performance of Service for the purpose of monitoring Service.

B. 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. All Service records prepared by Contractor shall be owned by County and be made available to County at no additional charge.

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

C. Surveys and Questionnaires

Additional documentation of Service may be provided through passenger surveys. These surveys may be administered by authorized representatives of County. It is 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.

SECTION 12. PERSONNEL

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

Contractor shall hold County, County's Board of Supervisors, Special Districts and each member thereof, and every officer, agent, and employee free and harmless from any and all liability, damages, claims, costs, and expenses of any nature arising from Contractor's alleged violations of personnel practices. County shall 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, as described below, at any time prior to, or after execution of this Contract.

Contractor shall train all personnel who are likely to be in contact with the public to give courteous, accurate information concerning the routes and schedules of Service and concerning Service interfacing with other transit services in the vicinity. Contractor shall require that all personnel report all passenger complaints and/or operation problems to

the Project Manager as described below. Contractor shall maintain a daily diary (log) for this purpose and shall be subject to inspection by County. Upon notice from County concerning the conduct, demeanor, or appearance of any person in the employment of Contractor not conforming to the provisions contained herein, Contractor shall take all steps necessary to remove or alleviate the cause of the objection.

A. Project Manager

Contractor shall designate a Project Manager whose responsibility shall be to oversee the day-to-day operations of Service. Said Project Manager shall have full authority to act for Contractor.

B. Supervisory Staff

Key members of additional supervisory staff (e.g., Manager of Operations, Manager of Maintenance) who shall play critical roles in the provision of Service must be acceptable to Director. A responsible senior employee of Contractor shall be available at all times, either by telephone or in person, to make decisions or provide coordination as necessary.

C. Road Supervisor

Contractor shall employ a minimum of one road supervisor, fully dedicated to Service, who shall be available at all times during scheduled hours of Service.

D. Office Personnel

Contractor shall employ personnel during the operating Service hours to answer inquiries from the public and respond to complaints regarding the Service. Contractor shall also employ personnel to monitor the two-way radio and the dispatch console during all Service hours.

E. Vehicle Operators

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

1. Operator Recruitment and Selection

Contractor shall review a current DMV report on all applicants who would operate Vehicles and shall reject any applicant who failed to appear in court for "driving under the influence." Contractor shall perform a

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

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

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

2. Operator Requirements

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

a. Vehicle operators shall have a proper and valid California driver's license given the vehicle(s) they operate and a medical examination certificate, if required, given the vehicle they operate, as well as any other licenses and endorsements required by applicable Federal, State, and local regulations.

b. Vehicle operators shall assist passengers confined to wheelchairs in boarding all Vehicles and assist with tie downs.

c. Vehicle operators shall be in uniform acceptable to County. Uniform shall include both shirt/blouse and slacks. Drivers shall wear name tags clearly displaying their names while performing their duties. While coats and hats are not required, if worn, they shall match the uniform, and coats shall display the operator's name tag.

d. Vehicle operators shall assist passengers who have difficulty negotiating the steps of the Vehicle.

e. Regularly assigned Vehicle operators or trained backup operators shall be available and on time daily to ensure consistent and reliable Service.

f. Each Vehicle operator shall carry current certification of cardiopulmonary resuscitation (CPR) and First Aid Training at all times during Vehicle operations.

3. Operator Training

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

a. Proper operation of the Vehicle to be used in Service including defensive driving and vehicle handling. Proper operation of destination signs, lifts and ramps, radios, communication equipment, and other equipment to be used on Vehicles .

b. DMV regulations and company policies.

c. Service routes, schedules, fare structure, and all other transit services in the vicinity.

d. Accident and emergency procedures and reports.

e. Public courtesy and empathy towards the needs of elderly and persons with disabilities.

f. Training in special skills required to provide transportation to elderly and persons with disabilities.

g. American Red Cross or County-approved equivalent training for CPR and First Aid including training in the proper handling of bodily fluids.

h. Contractor shall provide regular and continuous formal safety instruction for all operating personnel assigned to perform any activities under this Contract. This personnel shall be required to attend scheduled safety meetings at least four times per year.

F. Maintenance Personnel

Contractor shall supply a sufficient number of properly qualified and "certified" personnel to maintain and service all Vehicles for Service or subcontract for maintenance services.

1. Contractor shall be responsible for the recruitment, screening, testing, selection, training, scheduling, supervision, discipline, termination, and all other functions with regard to the maintenance personnel. Wages and

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

a. Mechanic Recruitment, Selection, and Supervision

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

b. Mechanic Training

Contractor shall ensure all mechanics are properly trained and certified in the operation and maintenance of Vehicles and equipment specified for Service. Contractor shall provide mechanics with ongoing training in order to keep certifications current and to keep abreast of new maintenance techniques and equipment.

2. Subject to County's approval, Contractor may subcontract for maintenance services.

Contractor may subcontract with _____ for maintenance services.

SECTION 13. MARKETING AND ADVERTISING

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

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

SECTION 14. 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.

## SECTION 15. OPERATING PERFORMANCE STANDARDS

A. Vehicles

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

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

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

1. Ridership Per Hour

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

2. 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.

a. For scheduled service requests for each calendar month, 95 percent of all requests shall be picked up within five minutes early to 15 minutes late.

b. Maximum dwell time shall not exceed 10 minutes. An exception would be a customer who is within the eye sight of Vehicle operator and is clearly making his/her way to the Vehicle. The dwell time is to be extended for the passenger to board the Vehicle.

c. Service shall be curb-to-curb.

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

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

3. Phone Wait Time

Contractor shall provide a telephone call sequencer, which provides statistical reports on phone calls. The sequencer shall answer calls within two rings. Ninety-five percent of all calls for each calendar month shall be answered by a person within one minute from the time of the first ring.

4. Length of Rides

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

5. Complaints

Complaints shall be resolved as soon as possible but no later than two business days. Contractor shall resolve complaints within two working days of being informed of such a complaint. In the event that a complaint is received by Contractor, Contractor shall notify Director within one working day regarding the nature of the complaint received.

6. Road Calls

In the event of a Vehicle failure, Contractor shall immediately deploy a spare Vehicle to transport the passengers aboard the failed Vehicle. All breakdowns shall be handled to ensure maximum availability of Vehicles .

7. Vehicles

If Contractor has knowledge that any of the equipment herein described will be non-operational for a period of not more than 24 hours during the term of this Contract, Contractor shall notify Director and Contractor shall arrange for substitute equipment (spare vehicle) as approved by Director at no additional cost to County. However, in the event that any of the Vehicles are estimated to be non-operational for a prolonged period of time, Contractor shall furnish a substitute vehicle subject to all the conditions of this Contract.

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

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

C. Incentives

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

Ridership Productivity

1. An incentive payment of Five Hundred and 00/100 Dollars ($500.00) will be paid to Contractor for each calendar month the average passenger per hour level of Service (total revenue passengers/total revenue hours) exceeds 3.0.

2. An incentive payment of an additional Five Hundred and 00/100 Dollars ($500.00) for a total of One Thousand and 00/100 Dollars ($1,000.00) will be paid to Contractor for each calendar month the average passenger per hour level of Service exceeds 3.5.

D. Liquidated Damages

It is mutually understood and agreed that Contractor's failure to meet operating performance standards will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix, that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time, and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. If Director determines that liquidated damages are to be charged to Contractor, at Director's discretion, Director may either deduct any assessed liquidated damages from any payments due to Contractor or invoice Contractor for any said liquidated damages.

1. Ridership Productivity

In the event Contractor fails to meet the average monthly passenger per hour level of Service of 2.5, County may, at its sole discretion, assess liquidated damages in the amount of Five Hundred and 00/100 Dollars ($500.00) per month.

2. On-time Performance

In the event Contractor fails to meet an on-time performance level of 95 percent in any month, it is agreed that Director may, at his sole discretion, assess against Contractor liquidated damages in the amount of Five Hundred and 00/100 Dollars ($500.00) per month. Should on-time performance fall below 87 percent, Director may, at his sole discretion, assess against Contractor liquidated damages in the amount of One Thousand and 00/100 Dollars ($1,000.00) per month.

On-time performance checks will be made by Director using three random sample days each month. Contractor shall meet or exceed the standard in two of the three samples. On-time performance is defined as the percentage of trips up to no more than five minutes early or within 15 minutes after the original estimated time given to each passenger for scheduled Service.

3. Length of Rides

If Contractor fails to disembark a rider at the scheduled destination within 59 minutes from the embarkation, Contractor may be assessed, at Director's discretion, Two Hundred and 00/100 Dollars ($200.00) per occurrence. If a rider complains about an occurrence as described above, the liquidated damages will be Three Hundred and 00/100 Dollars ($300.00) per complaint.

4. Excessive Complaints

In the event of any valid passenger's complaint, the liquidated damages shall be Three Hundred and 00/100 Dollars ($300.00) per complaint. County and Contractor shall jointly determine which complaints are valid, i.e., as a result of Contractor's actions which could have reasonably been prevented; however, the final decision on validity of passenger complaints will rest with Director.

5. Trips Not Made

In the event that any scheduled trip is not made, Director may, at his sole discretion, assess liquidated damages in the amount of Three Hundred and 00/100 Dollars ($300.00) per trip.

6. Reporting

Contractor shall submit monthly reports including ridership, on-time performance, driver logs, safety, Controlled Substance and Alcohol Testing Program, and marketing activities in the form and number approved by County within 30 calendar days after the end of each month unless more time is approved by County. National Transit Database (NTD) Reports, as described in Section 16, Service Records and Reports, shall be submitted within 30 calendar days after the end of each quarter. Liquidated damages of Fifty and 00/100 Dollars ($50.00) per calendar day may be assessed for late reports.

7. Preventive Maintenance

One hundred percent of the preventive maintenance inspections shall be performed every 3,000 miles or 45-day intervals, whichever comes first, but in no case shall inspections exceed 3,500-mile intervals. Failure to meet this standard will result in nonpayment for Service miles or hours operated by Vehicles exceeding the PMI intervals or Five Hundred and 00/100 ($500.00), whichever is higher.

8. Shutdown of Vehicles

If any Vehicle is shut down, as a result of an unsatisfactory rating by the CHP, the liquidated damages will be Two Hundred and 00/100 Dollars ($200.00) per day per Vehicle during the shut down.

9. Deficient Vehicle Condition

In the event any Vehicle is rejected by Director as a result of deficient mechanical condition, unacceptable Vehicle operating conditions as specified in this Contract, or unacceptable Vehicle appearance, Two Hundred and 00/100 Dollars ($200.00) per day per Vehicle in liquidated damages will be assessed until the condition is corrected satisfactorily to Director. If the Contractor has documentation indicating that the condition of the Vehicle cannot be corrected due to the availability of parts, then Director, at his sole discretion, may waive the liquidated damages for the period of the excused delay.

10. Permanent Vehicle Rejection

In the event any Vehicle is rejected permanently by Director as a result of Vehicle condition, Contractor shall replace said Vehicle and will be assessed Two Hundred and 00/100 Dollars ($200.00) per day per Vehicle in liquidated damages until Vehicle is replaced with one that is satisfactory to Director.

11. Engine Smoke

If any Vehicle fails to pass a smoke test, the liquidated damages will be Two Hundred and 00/100 Dollars ($200.00) per occurrence. If a Vehicle received a complaint letter or compliance form from the California Air Resources Board (CARB), South Coast Air Quality Management District (SCAQMD), the CHP, or other governmental agency authorized to issue such a letter or form, the liquidated damages shall be Two Hundred and 00/100 Dollars ($200.00) per occurrence. If such complaint is found to be without merit, Director, at his sole discretion, may waive the liquidated damages. If a Vehicle received a citation for smoke from CARB, SCAQMD, the CHP, or other governmental agency authorized to issue such citation, Contractor shall be liable for the citation in addition to the above liquidated damages.

12. Smog Check

If any Vehicle fails to pass a smog check, Director may assess, at his sole discretion, liquidated damages in the amount of Two Hundred and 00/100 dollars ($200.00) per occurrence.

If Contractor does not perform and submit the required smog check certificates to Director by the end of May, each year of this Contract, Contractor will be assessed Two Hundred and 00/100 ($200.00) dollars liquidated damages per County-owned vehicle that was not smog checked. Contractor shall provide a spare vehicle at no charge to County if County has to take a County-owned vehicle to have a smog check performed.

13. Subcontracting of Maintenance

In the event that Contractor is performing major maintenance in violation of Section 9.C., Storage and Maintenance Facilities, Contractor will be assessed One Thousand and 00/100 Dollars ($1,000.00) in liquidated damages per occurrence.

14. Storage of County-owned vehicles

If Contractor fails to store County-owned vehicles in accordance with Section 9.A.4., Storage and Maintenance Facilities, Contractor may be assessed, at Director's discretion, Two Hundred and 00/100 Dollars ($200.00) in liquidated damages per vehicle per occurrence.

15. Implementation of Software

If Contractor fails to implement the Dispatching Software, MDT's and AVL's, and fails to use the system and train the personnel within the time

periods allotted by Section 8.D, Equipment, Contractor may be assessed, at Director's discretion, Two Hundred and 00/100 Dollars ($200.00) in liquidated damages per business day after the deadline.

16. Implementation of E-mail and Internet Access

If Contractor fails to implement Internet access and e-mail, and fails to use the system and train the personnel within the time periods allotted by Section 8.E, Equipment, Contractor may be assessed, at Director's discretion, One Hundred and 00/100 Dollars ($100.00) in liquidated damages per business day after the deadline.

SECTION 16. SERVICE RECORDS AND REPORTS

A. 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 State of California at reasonable times during normal working hours.

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

B. Project Operation Reports

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

1. Trip Reports

Contractor shall cause each driver of each Vehicle to prepare a daily report on a form approved by County indicating Vehicle fleet number; mileage ("begin" and "end" odometer); time of departure and the time of arrival at time-points; the number of passengers that boarded each Vehicle, the amount of revenue collected on each Vehicle; and the

number of wheelchair boardings. The report shall be on a Vehicle and trip-by-trip basis for each Vehicle (Sample Trip Report, Exhibit A-5). The report shall be compiled for the period of a month and shall include a summary thereof. The summary shall include an indication of average daily passengers and passengers per hour. The summary shall indicate any trips that departed early or late in a format approved by County. The Contractor shall submit the report no later than the 15th day of the following month.

2. Service Reports

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

3. Daily Pre-trip and Weekly Vehicle Inspection Reports

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

4. Missed Trip Report

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

5. CHP Reports

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

6. Operational Problems and Passenger Complaint Reports

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

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

7. Accident/Incident Data Reports

Contractor shall submit a monthly summary report of all accidents (collision and noncollision) involving Vehicles. The monthly summary shall include the date, Vehicle number, location, operator, and accident description including any damage and/or injuries. The monthly summary shall also include cumulative accident data that indicates the number of accidents per 100,000 vehicle miles. Contractor shall notify County within 24 hours of any of the following accidents/ incidents:

a. Collisions between a Vehicle and another vehicle, person, or object including incidents that occur while Vehicle is on Contractor's premises.

b. Passenger accidents, including falls while passengers are entering, occupying, or exiting the Vehicle.

c. Passenger disturbances, fainting, sickness, deaths, assaults, etc.

d. Any accidents witnessed by Contractor's operator(s).

e. Vandalism to Vehicle while in Service.

f. Passenger complaints of injury or property damage or other circumstances likely to result in the filing of claims against Contractor and/or County.

g. Any passenger, driver, supervisor, and/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).

8. NTD Reports

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

a. Quarterly NTD Reports: Contractor shall be responsible for submission to County quarterly NTD reports. This information will be provided by the 15th day following the end of a quarter.

b. Annual NTD Reports: Contractor shall submit to County an annual report in accordance with Federal Transit Administration NTD guidelines, as amended, no later than 30 days after the end of each fiscal year. For further information on how to obtain NTD reporting forms and reference documents, Contractor shall call Mr. Jay Fuhrman, Los Angeles County Metropolitan Transportation Authority (MTA) at (213) 922-2810. Contractor shall certify that the data is accurate and shall develop an auditing procedure, acceptable to County, for the annual report.

9. Financial Records

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

SECTION 17. INDEMNIFICATION AND INSURANCE

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

B. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at Contractor's own expense.

1. Evidence of Insurance – Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, Attention Mr. Ocie Ransfer, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing services under this Contract. Such certificates or other evidence shall:

a. Specifically identify this Contract.

b. Clearly evidence all coverage required in this Contract.

c. Contain the express condition that County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.

d. Include copies of the additional insured endorsement to the commercial general liability and automobile policies, adding the County, its special districts, its officials, officers, and employees as insureds for all activities arising from this Contract.

e. Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including but not limited to expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

2. Insurer Financial Rating - Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by County.

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

4. Notification of Incidents, Claims, or Suits - Contractor shall report to County's Project Manager:

a. Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

b. Any third-party claim or lawsuit filed against the Contractor arising from or related to services performed by Contractor under this Contract.

c. Any injury to a Contractor's employee that occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report."

d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Contract.

5. 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 County, Contractor shall pay full compensation for all costs incurred by County.

6. Insurance Coverage Requirements for Subcontractors

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

a. Contractor providing evidence of insurance covering the activities of subcontractor, or

b. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

C. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

| | |
|---|---|
| General Aggregate: | $2 million |
| Products/Completed Operations Aggregate: | $1 million |
| Personal and Advertising Injury: | $1 million |
| Each Occurrence: | $1 million |

2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) endorsed for all owned, hired, and nonowned vehicles in an amount as recommended by the Public Utilities Commission, but not less than the following:

a. Seating capacity of 16 passengers or more (including driver) $5 million.

b. Seating capacity of 15 passengers or less (including driver) $1.5 million.

c. Taxicabs as defined by Vehicle Code, Section 27908, a minimum of $100,000.00 per person, $300,000.00 per occurrence, and $50,000.00 property damage or a combined single-limit of $300,000.00.

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

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

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

| | |
|---|---|
| Each Accident | $1 million |
| Disease - policy limit: | $1 million |
| Disease - each employee: | $1 million |

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

SECTION 18. FORCE MAJEURE

Contractor shall not be charged, nor shall County demand from Contractor damages because of failure in providing Service due to unforeseeable cause beyond the control and without the fault or negligence of Contractor. Such causes of excusable delay may include acts of Federal and/or State governments, acts of County, or anyone employed

by it, fires, floods, storms, strikes, and public road closures, but in every case the delay is excusable only for so long as, and to the extent that, the excusable delay continues.

In the event that Contractor is unable to provide Service indicated due to any cause, it shall make a reasonable attempt to so notify the public patronizing Service.

Whenever Contractor has notice or knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of Service, Contractor shall immediately give notice to Director and confirm by written notice thereof, including all written information with respect thereto. Contractor shall consult with County to determine the best method or course of action to alleviate or avoid any such delay and shall take such action thereafter in this matter as directed by County.

SECTION 19. RENEGOTIATION AND TERMINATION BY COUNTY

A. County reserves the right to renegotiate the terms of this Contract to reduce the Contractor's compensation in the event such reduction is necessary, in the sole discretion of the County, to achieve County budget reductions. Nothing in this paragraph is intended to diminish the County's right to terminate this Contract as provided herein.

B. County reserves the right to terminate all or any portion of this Contract for County's convenience upon giving 30 days written notice to Contractor, unless a shorter time period is mutually agreeable to both parties.

C. County shall further have the right to terminate this Contract in its entirety and all rights ensuing there from, immediately upon the occurrence of one or more of the following:

1. The occurrence of any acts which operates to deprive Contractor of the rights, powers, licenses, permits, and authorities necessary for the proper conduct and operation of Service for a period of 30 days, or the filing by or against Contractor of any petition in bankruptcy, or any reorganization of Contractor pursuant to Chapters 10 or 11 of the Bankruptcy Act; provided, however, that any attempt upon the part of Contractor to make an assignment for the benefit of creditors shall constitute a breach of this Contract and, thereupon, this Contract shall become null and void and no right granted or conferred by this Contract shall pass under said attempted assignment.

2. The abandonment or discontinuance by Contractor of Service by any act or acts of Contractor without the prior written consent of County.

3. Any repeated or persistent violation on the part of Contractor's agents, servants, or employees of the traffic rules and regulations of the State of California or disregard of the safety of persons using the Service vehicles.

4. The failure by Contractor to keep, perform, and observe any of the covenants, conditions, and terms of this Contract.

5. Failure on the part of the Contractor to maintain the quality of Service required by the terms of this Contract, including, but not limited to any cessation or diminution for any reasons whatsoever to maintain in its employ the personnel necessary to keep said Service in operation and available for transporting passengers.

6. Failure to maintain the whole, or any portion, of Contractor's or County's vehicles, vehicle equipment, other equipment, or facilities in a manner satisfactory to Director.

7. County's determination that Contractor made a material misrepresentation in its proposal to procure this Contract.

D. Payment after Termination Notice

In the event County terminates this Contract as herein above provided, Contractor will be paid for Service performed to the time of cancellation of Contract unless cancellation is due to any of the reasons specified in Section 19C, above, in which case such payment will be reduced by any damages caused to County by acts of Contractor causing the cancellation. Contractor, in having accepted the terms of this Contract, shall be deemed to have waived any and all claims for damages because of cancellation of this Contract for any such reason.

SECTION 20. DEFAULT BY CONTRACTOR

If Contractor fails to commence Service within the time specified, in the manner specified, does or causes to occur any of the acts indicated in Section 19C, Renegotiation and Termination by County, or if Contractor is not carrying out the intent of this Contract, County may serve written notice upon Contractor declaring Contractor in default and demanding satisfactory compliance with this Contract.

If Contractor does not comply with such notice within the time permitted by County, or after starting to comply, fails to continue complying to the satisfaction of County, County may complete and continue Service by contracting for the unfinished Service with another contractor, or providing for and continuing the Service with its own personnel and/or equipment, or a combination thereof. In that event, the cost of completing Service shall be charged against Contractor and may be deducted from any money due or becoming due from County. If the sum due Contractor under Contract is insufficient for payment of costs of completion, Contractor shall pay to County all costs in excess of Contract price.

The provision of this Section shall be in addition to all other rights and remedies available to County under law.

SECTION 21. EMERGENCY IN-LIEU PERFORMANCE BY COUNTY

In the event that Contractor fails, neglects, or is unable to timely perform any of Service as specified herein, County reserves the right, without terminating this Contract and without declaring this Contract in default as specified in Section 20, Default by Contractor, to provide such Service, until such time as Contractor demonstrates its ability to continue performance. Contractor agrees to pay County for the reasonable costs thereof.

SECTION 22. FUNDING

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

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

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

SECTION 23. LABOR EMPLOYMENT AND NONDISCRIMINATION REQUIREMENTS

Contractor shall adhere to the following guidelines and requirements. Additional requirements may be imposed by Federal, State, regional, and County agencies and/or funding partners.

A. Labor and Employment

1. Nondiscrimination in Employment

The Contractor shall ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, ancestry, national origin, age, condition of physical or mental disability, marital status, or political affiliation. Such action shall include, but not be limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

The Contractor shall deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national

origin, sex, age, condition of physical or mental disability, marital status, or political affiliation.

The Contractor shall allow the County representative access to its employment records during regular business hours to verify compliance with the provisions of this Section when so requested by the County.

If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend this Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the antidiscrimination provisions of this Contract.

The parties agree that in the event the Contractor violates the antidiscrimination provisions of this Contract, the County shall, at its option, be entitled to a sum of Five Hundred and 00/100 Dollars ($500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

2. Assurance of Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI or the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, sex, 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.

3. Citizenship Laws

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

be assessed against Contractor or County or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

B. Non-Discrimination

No person shall on the basis of ethnic group identification, religion, age, sex, color, physical or mental disability, be unlawfully subjected to discrimination under Service.

C. Solicitations for Subcontracts, Including Procurement of Material and Equipment

In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract.

D. Sanctions for Noncompliance

In the event of Contractor's noncompliance with the provisions of this Section, County will impose such sanctions as it may determine to be appropriate, including, but not limited to:

a. Withholding of payments to Contractor under this Contract until Contractor complies; and/or

b. Cancellation, termination, or suspension of this Contract, in whole or in part.

E. Incorporation of Provisions

Contractor shall include all the provisions of this Section in every subcontract, including procurement of materials and leases of equipment. Contractor shall take such action with respect to any subcontract or procurement as County may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided; however; that, in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request County to enter into such litigation to protect the interests of County.

SECTION 24. CONFLICT OF INTEREST

No employee, office, or agent of County shall participate in selection or in the award of administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

A. The employee, or officer, or agent;

B. Any member of his immediate family;

C. His or her partner; or

D. An organization that employs, or is about to employ, anyone who has a financial or other interest in the firm selected for award.

County's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Contractor, potential contractors, or parties of subcontracts.

SECTION 25. COMPLIANCE WITH JURY SERVICE PROGRAM

A. Jury Service Program.

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

B. Written Employee Jury Service Policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of 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 the 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 the County

under the 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 the 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 Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the 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 Program.

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

SECTION 26. MODIFICATION

Contract fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Contract. Except as may otherwise be provided herein, no addition to, or alteration of, the terms of this Contract, whether by written or oral understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Contract, which is formally approved and executed by the parties.

SECTION 27. PRECEDENCE OF DOCUMENTS

To the extent that there exists a conflict between the documents incorporated herein by reference, including Contractor's response to the RFP, as amended; the RFP, as amended; and the body of this Contract, the conflict shall be resolved by giving precedence in the following order:

A. This Contract.

B. Contractor's response to RFP, as amended.

C. RFP, as amended.

SECTION 28. CONTROLLED SUBSTANCE AND ALCOHOL TESTING

Contractor shall implement, as a minimum, the Controlled Substance and Alcohol Testing Program as specified in Exhibit A-4 or as may be required by rules and regulations issued by the United States Department of Transportation (DOT) and described in Title 49, Code of Federal Regulations (CFR), Part 653, "Control of Drug Use in Mass Transportation Operations," dated November 21, 1988, or as subsequently amended. Contractor's policies may supersede policies specified in Exhibit A-4 only when they can be shown to Director's satisfaction to be more stringent than those policies shown in Exhibit A-4. County shall not indemnify Contractor for disciplinary actions imposed that exceed those specified in Exhibit A-4.

Contractor shall report results of the random testing and other associated tests to County on a quarterly basis on the form shown in Exhibit A-4. Such reports shall be submitted to County within 15 days after the end of the quarter.

SECTION 29. NONWAIVER OF CONDITIONS

The failure of County to insist upon strict performance by Contractor of any provision hereunder in any one or more instances shall not constitute a waiver of such provision by County, nor shall, as a result, the County relinquish any rights which it may have under this Contract.

SECTION 30. INTERPRETATION

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

SECTION 31. TAXES AND OTHER CHARGES

Contractor shall pay all taxes of whatever character that may be levied or charged upon its equipment, facilities, improvements, fixtures, or upon its operation hereunder. Contractor shall also pay all license or permit fee necessary or required by law for the conduct of its operations hereunder.

SECTION 32. NOTICES

A. Notices, except for invoices, to County shall be addressed as follows:
Director of Public Works
County of Los Angeles
P.O. Box 1460
Alhambra, CA 91802-1460
Attention Programs Development Division
Transit Operations Section

B. Notice to Contractor shall be addressed as follows:

Transit Company Name
Address of Transit Company
Name of Project Manager

SECTION 33. INDEPENDENT CONTRACTOR

Contractor and its officers, employees, agents, and subcontractors, in the performance of this Contract, shall act in an independent capacity and shall not be deemed for any purposes, employees of County, nor shall they be entitled to any rights, benefits, or privileges of County employees.

SECTION 34. ASSIGNMENT OR TRANSFER

Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or its rights, title, or any interest therein, in whole or in part, or its power to execute such an Contract to any person, company, or corporation without the prior written consent of County.

SECTION 35. NONCONFLICT WITH LOCAL, STATE, AND FEDERAL LAWS

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

SECTION 36. COUNTY LOBBYISTS

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 the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyists Ordinance shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

SECTION 37. CONSIDERATION OF HIRING GAIN/GROW EMPLOYEES

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

SECTION 38. RIGHT OF FIRST REFUSAL FOR EMPLOYMENT OPENINGS

Should the Contractor require additional personnel after award of the Contract to perform the services set forth herein, the Contractor shall give the right of first refusal for such employment openings to County employees. Such offers of employment shall be in writing and shall be valid for a period of 15 calendar days.

The Contractor shall not engage the services of other individuals until all such employees have been offered employment and have accepted, refused, or not responded within the 15-day period.

Employment offers to County employees shall be under the same condition and rate of compensation that apply to other individuals who are employed or may be employed by the Contractor.

The Contractor shall maintain records of each employment offer made to County employees and other individuals. Such records shall include a description of the position and duties, rate of pay and fringe benefits, and whether an offer was accepted, rejected, or not responded to.

The County employees who are employed by the Contractor under this Section shall not be discharged during the term of the Contract except for cause.

SECTION 39. TERMINATION FOR IMPROPER CONSIDERATION

County may, by written notice to Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agency with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against Contractor as it could pursue in the event of default by the 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 the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee fraud Hotline at (213) 974-0914 or (800) 554-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

SECTION 40. CURRENT SERVICE EMPLOYEES

In the event open positions remain after the Contractor has complied with the "Consideration of Hiring GAIN/GROW Participants" and the "Consideration of Hiring County Employees Targeted for Layoffs" provisions of this Contract, the Contractor shall

be required to interview all current service employees targeted for layoff as a result of this Contract being awarded to other than the existing service provider.

SECTION 41. COUNTY'S QUALITY ASSURANCE PLAN

The 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 Contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

SECTION 42. RECYCLED-CONTENT PAPER PRODUCTS

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

SECTION 43. CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.

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

D. If there is evidence that the Contractor may be subject to debarment, Public Works will notify the Contractor in writing of the evidence which is the basis for

the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to subcontractors of Contractor.

SECTION 44. LOCAL SMALL BUSINESS ENTERPRISE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 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 Local Small Business Enterprise.

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.

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:

A. 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;

B. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

C. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

D. 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 the County's Office of Affirmative Action Compliance of this information.

SECTION 45. CHILD SUPPORT COMPLIANCE PROGRAM

As required by the County's Child Support Compliance Program (County Code Chapter 2.200), Contractor shall maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or District Attorney Notice of Wage Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedures, Section 706.031 and Family Code, Section 5246(b).

SECTION 46. COUNTY'S POLICY ON CHILD SUPPORT LAWS

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 the County's "L.A.'s Most Wanted: Delinquent Parents List" in a prominent position at Contractor's place of business. County will supply Contractor with the poster to be used.

SECTION 47. TERMINATION FOR NONCOMPLIANCE WITH CHILD SUPPORT REQUIREMENTS

Contractor shall maintain compliance with requirements of County's Child Support Compliance Program as certified in the Contractor's Child Support Compliance Program Certification and as set forth in this Contract. Failure of the Contractor to maintain compliance with these requirements will constitute a default under this Contract. Failure to cure such a default within 90 days of notice by the County shall be grounds upon which the County may give notice of termination and terminate this Contract.

SECTION 48. 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.

SECTION 49. COUNTY POLICY ON SAFELY SURRENDERED BABY LAW

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

SECTION 50. SAFELY SURRENDERED BABY LAW

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

SECTION 51. PROHIBITION AGAINST USE OF CHILD LABOR

The 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, provide the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County; and,

C. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions.

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.

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

SECTION 52. NO PAYMENT FOR SERVICES FOLLOWING EXPIRATION OR TERMINATION OF CONTRACT

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

SECTION 53. CONTRACTOR'S RESPONSIBILITY TO MONITOR EXPENDITURE AMOUNT

Contractor shall not expend or accept work requests that will cause the Maximum Contract Sum of this Contract to be exceeded. Contractor shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the Contractor's paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the Contractor shall, in writing, immediately notify the Director.

SECTION 54. CHANGES AND AMENDMENTS OF TERMS

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

A. For any change that does not materially affect the scope of work, period of performance, payments, or any material term or condition included in this Contract, a Change Notice shall be prepared and signed by the Director and Contractor.

B. For any revision that materially affects the scope of work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor.

C. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant the Contractor extensions of time provided, however, that the aggregate of all such extensions during the life of this Contract shall not exceed 120 days.

SECTION 55. PERMITS/LICENSES

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

SECTION 56. COMPLIANCE WITH LIVING WAGE PROGRAM

A. Living Wage Program

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

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Program (Section 2.201.090 of the County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County under this Contract:

   a. Not less than $9.46 per hour if, in addition to the per-hour wage, Contractor contributes less than $1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

   b. Not less than $8.32 per hour if, in addition to the per-hour wage, Contractor contributes at least $1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed $1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than $1.14 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its employees the higher hourly living wage rate.

2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for the County under this Contract. If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Program shall be attached to the agreement. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to the County under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County;

however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.

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

C. Contractor's Submittal of Certified Monitoring Reports

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

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

During the term of this Contract, if the Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours, and working conditions such as

minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operation in California.

E. County Auditing of Contractor Records

1. Upon a minimum of 24 hours' written notice, the County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports.

2. Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under this Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

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

G. Enforcement and Remedies

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

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

a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the

concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete, or uncertified, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages in the amount of $100 per monitoring report for each day until the County has been provided with a properly prepared, complete, and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

c. Termination: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

3. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding Payment: If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. The County may withhold said amount until Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount

of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages of $50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

c. Termination: Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

4. Debarment: In the event Contractor breaches a requirement of this Section, the County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

H. Use of Full-Time Employees

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

I. Contractor Retaliation Prohibited

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

J. Contractor Standards

During the term of the Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its

employees. If requested to do so by the County, Contractor shall demonstrate to the satisfaction of the County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

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

SECTION 57. DEFINITIONS

The following terms as may be used in this Contract are defined as follows:

| | |
|---|---|
| ADA | Americans with Disabilities Act of 1990 |
| Approval by, or | These terms indicate that the approval of specific permission of County or Director must be sought by Contractor prior to taking the action conditioned by such approval. |
| Board or Board of Supervisors | The Board of Supervisors of the County of Los Angeles |
| CFR | Code of Federal Regulations |
| Contractor | A person, firm, or corporation with whom County is contracting for Service. |
| Days, days, day, and words of similar import | All time periods referred to in period, month, and day of this Contract shall be calculated as calendar days unless otherwise noted. |
| DOT | Department of Transportation |
| Director | The Director of Public Works or his designee. |
| FTA | Federal Transit Administration |
| MTA | Los Angeles County Metropolitan Transportation Authority or its successors. |
| Project Manager | Individual designated by Contractor to act as liaison with County. |

| | |
|---|---|
| Provide, furnish and words of similar import | Unless context otherwise provides, these terms shall be preceded by the meaning "Contractor shall ..." |
| RFP | Request for Proposals issued by County as amended. |
| RFP Response | Contractor's response to County's Request for Proposals. This is the Contractor's bid. |
| Routes | Includes changes, additions, or deletions to existing routes and new routes. |
| Service, frequency of | Includes times and days of operation of Service. |
| Vehicle Service Hours | Scheduled hours of operation of Service. |
| Vehicle Service Miles | Scheduled miles of operation of Service. |

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IN WITNESS WHEREOF, the CONTRACTOR has caused this CONTRACT to be executed by its duly authorized officers, and by the COUNTY OF LOS ANGELES on this _____ day of _____, 2003.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

SOUTHLAND TRANSIT, INC.

By _____
Its President

By _____
Its Secretary

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# ATTACHMENTS

SAMPLE CONTRACT

* AFFIDAVIT FOR PARTNERSHIP PROPOSAL

* AFFIDAVIT FOR CORPORATION PROPOSER

* AFFIDAVIT FOR INDIVIDUAL PROPOSER

* AFFIDAVIT FOR JOINT VENTURE

** BIDDER'S PROPOSAL

** SERVICE PRICE PROPOSAL SHEET

** CONTRACTOR'S INDUSTRIAL SAFETY RECORD

** CERTIFICATE CONFLICT OF INTEREST

** PROPOSER'S REFERENCE LIST

** PROPOSER'S/OFFEROR'S EEO CERTIFICATION

** LIST OF SUBCONTRACTORS

** REQUEST FOR LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM

** GAIN/GROW EMPLOYMENT COMMITMENT

PRINCIPAL OWNER INFORMATION FORM (SUBMIT DIRECTLY TO CHILD SUPPORT SERVICES DEPARTMENT)

** CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

** COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

POLICY ON DOING BUSINESS WITH SMALL BUSINESS

INTERNAL REVENUE SERVICE NOTICE 1015

COUNTY VISION STATEMENT

DEBARRED VENDORS REPORT

SAFELY SURRENDERED BABY LAW FACT SHEET (ENGLISH AND SPANISH)

* The appropriate Affidavit shall be submitted with Proposal.

** Forms must be submitted with Proposal

# EXHIBITS

| | | |
|---|---|---|
| | EXHIBIT A-1 | - SERVICE REQUIREMENTS |
| | EXHIBIT A-2 | - SERVICE AREA MAP |
| | EXHIBIT A-3 | - VEHICLE SPECIFICATIONS |
| | EXHIBIT A-4 | - CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM |
| | EXHIBIT A-5 | - SAMPLE TRIP REPORT |
| | EXHIBIT A-6 | - VEHICLE APPEARANCE CLEANLINESS CHECKLIST |
| | EXHIBIT A-7 | - COUNTY-OWNED VEHICLES |
| | EXHIBIT A-8 | - TRANSIT SECURITY PLAN |
| | EXHIBIT A-9 | - EVIDENCE OF INSURANCE PROGRAMS |
| | EXHIBIT B | - LOS ANGELES COUNTY CODE, CHAPTER 2.201 - LIVING WAGE PROGRAM |
| *** | EXHIBIT C | - LIVING WAGE ORDINANCE-APPLICATION FOR EXEMPTION |
| ** | EXHIBIT D | - CONTRACTOR LIVING WAGE DECLARATION |
| ** | EXHIBIT E | - LIVING WAGE ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE |
| ** | EXHIBIT F | - LABOR/PAYROLL/DEBARMENT HISTORY |
| ** | EXHIBIT G | - GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS |
| ** | EXHIBIT H | - REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE |
| ** | EXHIBIT I | - PROPOSER'S COST METHODOLOGY |

* The appropriate Affidavit shall be submitted with Proposal.
** Section, Attachments, and Exhibits to be submitted with Proposal.
*** Exhibit to be submitted seven days prior to due date for Proposals.

Enclosure B

## Bid Detail Information

**Bid Number :** PW-ASD 211

**Bid Title :** WHITTIER AND EAST LOS ANGELES PARATRANSIT SERVICE

**Bid Type :** Service

**Department :** Public Works

**Commodity :** BUS, TRANSIT (COACH) DOUBLE DOOR

**Open Date :** 9/18/2003

**Closing Date :** 10/16/2003 5:30 PM

**Bid Amount :** $ 560,000

**Bid Download :** Not Available

**Bid Description :** NOTICE INVITING PROPOSALS FOR WHITTIER, ET AL., AND EAST LOS ANGELES PARATRANSIT SERVICE

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the County of Los Angeles Department of Public Works up to 5:30 p.m., Thursday, October 16, 2003, for "Whittier, et al., Paratransit Service." The estimated annual cost of this service is $560,000 AND $640,000 for East Los Angeles.

A Proposers' Conference will be held on Thursday, October 2, 2003, at 1 p.m., in Conference Room C at 900 South Fremont Avenue, Alhambra, California 91803. This facility complies with the requirements of the Americans with Disabilities Act (ADA). ATTENDANCE IS MANDATORY FOR ALL INTERESTED PROPOSERS. Public Works will reject proposals from those who do not attend this conference as nonresponsive. The vehicle inspection is scheduled for Sunday, October 5, 2003, from 8 a.m. to 10 a.m. at 2640 River Avenue, Rosemead, California 91770.

Upon request, we can provide contract information in alternate formats and/or make other accommodations for people with disabilities. To request accommodations ONLY, or for more ADA information, please contact our ADA Coordinator at (626) 458?4081 or TDD at (626) 282?7829, Monday through Thursday, from 7 a.m. to 5:30 p.m.

A copy of the specifications, terms, conditions, requirements, and proposal submittal forms may be obtained at no charge from our Lobby Cashier at the above address, Monday through Thursday, 7 a.m. to 5:30 p.m., or by calling Ms. Marcia Lucero at (626) 458-4044 (se habla Español) to have it mailed.

**Contact Name :** Marcia Lucero

**Contact Phone# :** (626) 458-4044

**Contact Email :** mlucero@ladpw.org

**Last Changed On :** 10/1/2003 9:41:50 AM

Back to Last Window

Enclosure C

**County of Los Angeles**
**Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form**

All proposers responding to this solicitation must return this form for proper consideration of the proposal.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

| | |
|---|---|
| FIRM NAME: SOUTHLAND TRANSIT, Inc. | |
| ■ I AM NOT | A Local SBE certified by the County of Los Angeles Office of Affirmative Action compliance as of the date of this proposal/bids submission. |
| I AM | |
| As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference. | |
| My County (WebVen) Vendor Number: 50681503. | |

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

| **BUSINESS STRUCTURE** | **CORPORATION** | | | | | |
|---|---|---|---|---|---|---|
| TOTAL NUMBER OF EMPLOYEES | 605 | | | | | |
| RACE/ETHNIC COMPOSITION OF FIRM. PLEASE DISTRIBUTE THE ABOVE TOTAL # INTO FOLLOWING CATEGORIES. | | | | | | |
| RACE/ETHNIC COMPOSITION | OWNERS/PARTNERS/ ASSOCIATE PARTNERS | | MANAGERS | | STAFF | |
| | MALE | FEMALE | MALE | FEMALE | MALE | FEMALE |
| Black/African American | | | 3 | 1 | 24 | 17 |
| Hispanic/Latino | | | 8 | 11 | 200 | 131 |
| Asian or Pacific Islander | | | 1 | 1 | 34 | 2 |
| American Indian | | | | | 3 | 4 |
| Filipino | | | | | 10 | 1 |
| White | 2 | | 14 | 4 | 94 | 40 |

III. PERCENTAGE OF OWNERSHIP IN FIRM Please indicate by percentage (%) how ownership of the firm is distributed.

| | BLACK/AFRIC AN AMERICAN | HISPANCI LATINO | ASIAN PACIFIC ISLANDER | AMERICAN INDIAN | FILIPINO | WHITE |
|---|---|---|---|---|---|---|
| Men | | | | | | 100% |
| Women | | | | | | |

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS ENTERPRISES
Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veterans business enterprises by a public agency? **NOT APPLICABLE**
(If yes, complete the following and attach a copy of your notice of certification.)

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STAE OF CALIFRONIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

SIGNED: _____ Date: 10/16/03
David Daley, Chief Operation Officer Southland Transit

County of Los Angeles

# Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

## I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Laidlaw Transit Services, Inc.

| | |
|---|---|
| ☒ I AM NOT | A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission. |
| ☐ I AM | |
| ☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference. | |
| My County (WebVen) Vendor Number: | |

## II FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise ☐ Other (Please Specify)

Total Number of Employees (including owners): 6,335

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

| Race/Ethnic Composition | Owners/Partners/ Associate Partners | | Managers | | Staff | |
|---|---|---|---|---|---|---|
| | Male | Female | Male | Female | Male | Female |
| Black/African American | 0 | 0 | 34 | 30 | 798 | 711 |
| Hispanic/Latino | 0 | 0 | 22 | 10 | 636 | 329 |
| Asian or Pacific Islander | 0 | 0 | 4 | 0 | 196 | 46 |
| American Indian | 0 | 0 | 2 | 2 | 72 | 59 |
| Filipino | 0 | 0 | 0 | 0 | 0 | 0 |
| White | 0 | 0 | 207 | 104 | 1,977 | 1,096 |

## III PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

| | Black/African American | Hispanic/ Latino | Asian or Pacific Islander | American Indian | Filipino | White |
|---|---|---|---|---|---|---|
| Men | 0 % | 0 % | 0 % | 0 % | 0 % | 0 % |
| Women | 0 % | 0 % | 0 % | 0 % | 0 % | 0 % |

Laidlaw Transit Services, Inc. is a wholly owned subsidiary of Laidlaw International, Inc. a publically traded corporation.

## IV CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

| Agency Name | Minority | Women | Dis-advantaged | Disabled Veteran | Expiration Date |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |

## V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

| Authorized Signature: | Title: | Date: |
|---|---|---|
| Larry F. Sisel | Vice President of Finance | 10/22/03 |

# County of Los Angeles
## Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

| | |
|---|---|
| FIRM NAME: MV TRANSPORTATION, INC. | |
| ☒ I AM NOT | A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission. |
| ☐ I AM | |
| ☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference. | |
| My County (WebVen) Vendor Number: | |

II FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

**Business Structure:** ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise ☐ Other (Please Specify)

**Total Number of Employees** (including owners): 4,837

**Race/Ethnic Composition of Firm.** Please distribute the above total number of individuals into the following categories:

| Race/Ethnic Composition | Owners/Partners/ Associate Partners | | Managers | | Staff | |
|---|---|---|---|---|---|---|
| | Male | Female | Male | Female | Male | Female |
| Black/African American | 0 | 1 | 25 | 18 | 936 | 795 |
| Hispanic/Latino | 0 | 0 | 24 | 5 | 731 | 379 |
| Asian or Pacific Islander | 0 | 0 | 5 | 3 | 349 | 49 |
| American Indian | 0 | 0 | 0 | 1 | 13 | 17 |
| Filipino not tracked individually, included in Asian or Pacific Islander | | | | | | |
| White | 1 | 0 | 100 | 38 | 813 | 534 |

III PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

| | Black/African American | Hispanic/ Latino | Asian or Pacific Islander | American Indian | Filipino | White |
|---|---|---|---|---|---|---|
| Men | 0 % | 0 % | 0 % | 0 % | 0 % | 10 % |
| Women | 90 % | 0 % | 0 % | 0 % | 0 % | 0 % |

IV CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

| Agency Name | Minority | Women | Dis-advantaged | Disabled Veteran | Expiration Date |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

| Authorized Signature: | Title: VP Business Development | Date: October 10, 2003 |
|---|---|---|

**PCA PROPOSAL FOR:**

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
—*Management, And Operation Of*
*The East Los Angeles Paratransit Service*

## County of Los Angeles
## Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form

I. ***All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.***

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

| | |
|---|---|
| FIRM NAME: **Parking Company of America Management, LLC** | |
| ☑ I AM NOT | A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposa/bids submission. |
| ☐ I AM | |
| ☐ As an eligible Local SBE I request this proposal/bid be considered for the Local SBE Preference. | |
| My County (WebVen) Vendor Number: | |

II. FIRMIORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

**Business Structure:** ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Non-Profit ☐ Franchise
☑ Other (Please Specify) **Limited Liability Company**

Total Number of Employees (including owners): 766

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

| Race/Ethnic Composition | Owners/Partners/ | | Managers | | Staff | |
|---|---|---|---|---|---|---|
| | Male | Female | Male | Female | Male | Female |
| Black/African American | | | | | | |
| Hispanic/Latino | | | | | | |
| Asian or Pacific Islander | | | | | | |
| American Indian | | | | | | |
| Filipino | | | | | | |
| White | | | | | | |

*See Attached*

III. ***PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.***

| | Black/African American | Hispanic/ Latino | Asian or Pacific Islander | American Indian | Filipino | White |
|---|---|---|---|---|---|---|
| Men | % | 94 % | % | % | % | 5% |
| Women | % | % | % | % | % | 1% |

IV. CERTIFICATION AS MINORITY WOMEN DISADVANTAGED AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

| Agency Name | Minority | Women | Dis-advantaged | Disabled Veteran | Expiration Date |
|---|---|---|---|---|---|
| County Of Los Angeles | ✓ | | | | 2005 |
| City of Los Angeles | ✓ | | | | 2005 |

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

| Authorized Signature: | Title: | Date: |
|---|---|---|
| | **President** | **October 16, 2003** |

Local SBE-Firm-Organization.form.doc OAAC Rev. 09/18/02 DPW Rev. 11/05/02

# Parking Company of America

# Equal Employment Opportunity
# Employee Information Report EEO-1 Worksheet

10/16/2003

**For Period : 10/15/2003** **to : 10/16/2003**

## Section B - Company Identification

**Selected Federal ID :95-4650869**

Parking Company Of America

11101 Lakewood Blvd.

Downey

California 90241

**Selected Business Unit :**

**Selected Location Unit :**

## Section E - Establishment Details

| | | | MALE | | | | | FEMALE | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Job Categories** | | **TOTAL B-K** | **White (B)** | **Black (C)** | **Hispanic (D)** | **Asia / Pacific (E)** | **American Indian / Alaskan (F)** | **White (G)** | **Black (H)** | **Hispanic (I)** | **Asia / Pacific (J)** | **American Indian / Alaskan (K)** |
| Officers & Managers | ( 01 ) | 44 | 17 | 2 | 15 | 2 | 0 | 2 | 1 | 4 | 1 | 0 |
| Professionals | ( 02 ) | 7 | 0 | 0 | 3 | 2 | 0 | 0 | 0 | 0 | 2 | 0 |
| Technicians | ( 03 ) | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 |
| Sales Workers | ( 04 ) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Office & Clerical | ( 05 ) | 23 | 0 | 0 | 3 | 1 | 0 | 3 | 2 | 12 | 2 | 0 |
| Crafts Workers (Skilled) | ( 06 ) | 71 | 28 | 2 | 12 | 15 | 0 | 3 | 3 | 4 | 4 | 0 |
| Operatives (Semi-Skilled) | ( 07 ) | 247 | 23 | 5 | 58 | 37 | 1 | 31 | 13 | 59 | 18 | 2 |
| Laborers (Unskilled) | ( 08 ) | 6 | 0 | 0 | 4 | 2 | 0 | 0 | 0 | 0 | 0 | 0 |
| Service Workers | ( 09 ) | 391 | 169 | 13 | 157 | 27 | 4 | 8 | 3 | 8 | 2 | 0 |
| TOTAL | ( 10 ) | 790 | 237 | 22 | 252 | 87 | 5 | 47 | 22 | 87 | 29 | 2 |
| WHITE COLLAR | ( 12 ) | 85 | 26 | 1 | 22 | 8 | 0 | 7 | 2 | 15 | 4 | 0 |
| PRODUCTION | ( 13 ) | 705 | 211 | 21 | 230 | 79 | 5 | 40 | 20 | 72 | 25 | 2 |