



COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

GAIL FARBER, Director

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

June 06, 2012

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

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

58

June 6, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**AWARD OF CONTRACTS FOR
CHARTER BUS TRANSPORTATION SERVICE PROGRAM
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

This action is to award six contracts for Charter Bus Transportation Service Program from Los Angeles County to the counties of Imperial, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the contract work is exempt from the provisions of the California Environmental Quality Act.
2. Award the contracts for the Charter Bus Transportation Service Program in an annual aggregate sum of \$2 million to: Transit Systems Unlimited, Inc.; Town Ride, Inc.; Silverado Stages, Inc.; Evans and Son Tour Service, Inc., d.b.a. California Touch of Class Charter Bus Service; First Student, Inc.; and Shalimar, Inc., d.b.a. Shalimar Tours and Charter. These contracts will be for a term of five years commencing on July 1, 2012, or upon each party's execution of the contract, whichever occurs last, with a month-to-month extension for up to six months for a maximum potential term of 66 months and a potential maximum aggregate program sum of \$11 million.
3. Authorize the Director of Public Works or her designee to annually increase the program amount up to an additional 10 percent of the annual program sum for unforeseen, additional work within the scope of the contract, if required, in accordance with these contracts.

4. Authorize the Director of Public Works or her designee to execute these contracts; to award contracts for this program to additional charter bus transportation contractors that meet all the requirements described in the Request for Statement of Qualifications for a term not to exceed a total contract period commencing on execution by both parties and ending on June 30, 2017, with a month-to-month extension for up to six months; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works or her designee, it is in the best interest of the County of Los Angeles to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide as-needed and intermittent charter bus transportation service to groups that have requested transportation assistance to recreational functions and/or activities from Los Angeles County to the counties of Imperial, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura. The Department of Public Works (Public Works) has contracted for these services since 2000.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1), Fiscal Responsibility (Goal 2), and Integrated Services Delivery (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The program is for an aggregate annual amount of \$2 million plus 10 percent for additional work within the scope of the contracts and as-needed services. This amount is based on Public Works' estimated annual utilization of the contractors' services.

The necessary funds for these services are available in each Supervisorial District's Proposition A Local Return Transit Program in the Recommended Fiscal Year 2012-13 Transit Enterprise Fund Budget. Funds to finance the contracts' future and optional years of the program and 10 percent additional funding for contingencies will be requested through the annual budget process.

These contracts will be for a term of five years commencing on July 1, 2012, or upon each party's execution of the contract, whichever occurs last, and a month-to-month extension for up to six months for a maximum potential term of 66 months and a potential maximum aggregate program sum of \$11 million.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractors are Transit Systems Unlimited, Inc., located in Sun Valley, California; Town Ride, Inc., located in Los Angeles, California; Silverado Stages, Inc., located in San Luis Obispo, California; Evans and Son Tour Service, Inc., d.b.a. California Touch of Class Charter Bus Service, located in Los Angeles, California; First Student, Inc., located in City of Industry, California; and Shalimar, Inc., d.b.a. Shalimar Tours and Charter, located in Ontario, California. These contracts will be for a term of five years commencing on July 1, 2012, or upon each party's execution of the contract, whichever occurs last.

With your Board's delegated authority, the Director of Public Works or her designee may extend these contracts on a month-to-month extension for up to six months for a maximum potential term of 66 months.

The contracts will be in the form substantially similar to the form previously reviewed and approved by County Counsel (Enclosure A). Prior to the Director of Public Works (Director) or her designee executing these contracts, the contractors will sign and County Counsel will review them as to form. The recommended contracts were solicited on an open-competitive basis and are in accordance with applicable Federal, State, and County requirements. The contractors are in compliance with the requirements of the Chief Executive Officer and your Board.

The award of these contracts will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. These contracts contain terms and conditions supporting your Board's ordinances, policies, and programs including, but not limited to: the County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Data regarding the proposers' minority participation is on file with Public Works. The contractors were selected upon final analysis and consideration without regard to race, creed, gender, or color.

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

It is requested that your Board delegate to the Director or her designee the authority to execute the individual contracts with each contractor in a form substantially similar to Enclosure A. This will eliminate the need to process each contract through your Board. Public Works will leave the Request for Statement of Qualifications (RFSQ) process open to continue to receive statements of qualifications and pricing from additional qualified vendors. With your Board's delegated authority, the Director or her designee will enter into future additional contracts on an as-needed basis depending on the needs of the County with vendors who meet the RFSQ requirements. These new contractors will be ranked with existing contractors according to price by service category. Additionally, all contractors may submit price changes monthly, and they will be ranked according to their revised prices.

Awarding multiple contracts and keeping the RFSQ process open will allow Public Works to ensure timely responses to workload requirements. When work is identified, work will be offered to the lowest-cost contractor by service requirement. In the event the contractor is not available to do the work, the next lowest-cost contractor for that service will be selected. However, due to this program's success, demand occasionally exceeds the availability of vehicles from contractors. At these times, Public Works may be required to utilize noncontract vendors to supply the requested

vehicles. After having contacted our contractors and confirming that they have no vehicles available, the Supervisorial District requesting the trip will be contacted to confirm that they are agreeable to allowing a noncontract vendor to be used. Public Works will then contact noncontract vendors until vehicle availability is confirmed. Finally, a purchase order will be issued pursuant to County purchasing guidelines to the noncontract vendor to procure their service. Purchase orders for these services will be approximately \$10,000 annually.

Pursuant to the applicable memorandum of understanding, the RFSQ for these contracted services was submitted on February 21, 2012, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code, Chapter 2.201) does not apply to these recommended contracts, which are for services required on an as-needed and intermittent basis; hence, these contracts are not Proposition A contracts (Los Angeles County Code, Chapter 2.121).

These contracts do not allow for cost-of-living adjustments. However, these contracts contain provisions to allow contractors to submit revised pricing sheets on a monthly basis.

ENVIRONMENTAL DOCUMENTATION

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

CONTRACTING PROCESS

On March 8, 2012, Public Works solicited proposals from 115 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFSQ was placed on the County's bid website (Enclosure B), and an advertisement was placed in the Los Angeles Times. On March 15, 2012, nine statements of qualifications were received. The statements were first reviewed to ensure they met the mandatory requirements outlined in the RFSQ. Two proposers withdrew their statements of qualifications. One proposer was disqualified due to failure to comply with the RFSQ's minimum mandatory requirements. The remaining six statements of qualifications were determined to have met all of the requirements of the RFSQ. Therefore, it is recommended that the six apparent responsive and responsible proposers be offered the opportunity to enter into a County contract to provide transportation service.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

The Honorable Board of Supervisors

6/6/2012

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Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:GZ:cg

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

SAMPLE AGREEMENT FOR
CHARTER BUS TRANSPORTATION SERVICES PROGRAM (2011-AN042)

THIS AGREEMENT, made and entered into this ____ day of _____, 2012, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and [Name of CONTRACTOR], a [Form of Entity] (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on March 14, 2012, hereby agrees to provide services as described in this Contract for Charter Bus Transportation Services Program.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Eligible Recreational Transit Service Area; Exhibit G, Los Angeles County Department of Public Works Special Event Transportation; Exhibit H, Controlled Substance and Testing Program; Exhibit I, Transit Security Plan; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2. In no event will the COUNTY pay any and all Contractors providing service under this Program an aggregate annual amount exceeding \$2 million or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: The COUNTY will request service from the lowest-cost Contractor for the type of bus service required. In the event that the lowest-cost Contractor does not have the desired bus(es) available to provide service within the COUNTY'S time frame, the COUNTY will then request service from the next lowest-cost Contractor for the type of bus(es) required and so on until the COUNTY'S requirement is filled. The lowest cost is based on the Contractor's most current and approved Form PW-2, Schedule of Prices, and, if applicable, adjusted for the Local SBE Preference, Transitional Job Opportunities Preference and/or Displaced Transit Employee Preference. For each individual service trip, the COUNTY will determine the lowest-cost Contractor. Notwithstanding the foregoing, the parties understand and agree that this Contract is nonexclusive, the COUNTY may enter into other Contracts for the performance of the same or similar services at any time, and the CONTRACTOR is not entitled to or guaranteed the assignment of any work.

FIFTH: This Contract shall be for a period of 60 months commencing on July 1, 2012, through and including June 30, 2017. Upon notice of at least ten days, the Director may extend the Contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the COUNTY, with a potential maximum term of 66 months.

SIXTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates and/or unit prices quoted in the CONTRACTOR'S most current and approved Form PW-2, Schedule of Prices

SEVENTH: The COUNTY will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the services provided. The COUNTY agrees to pay the cost of services requested by the COUNTY and provided by the CONTRACTOR based upon established rates indicated on the CONTRACTOR'S most current and approved Form PW-2, Schedule of Prices. Included with the COUNTY'S receipt of the CONTRACTOR'S claim, the CONTRACTOR shall also submit to the COUNTY the following documentation attached to the billing: departmental confirmation sheets, driver trip logs, mileage logs, and passenger counts. The COUNTY reserves the right to require the CONTRACTOR to submit additional pertinent documentation, when so needed. The Contract number awarded to the CONTRACTOR upon Contract execution shall be clearly written on their billing invoices submitted to the COUNTY. Additional information may be requested by the COUNTY regarding any trip to ensure the proper processing of invoices.

The invoices shall be submitted to:

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

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

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

TENTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the

Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

ELEVENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

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

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

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

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

JOHN F. KRATTLI
Acting County Counsel

By _____
Deputy

[NAME OF CONTRACTOR]

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

ENCLOSURE B

Bid Detail Information

Bid Number : PW-ASD848
Bid Title : Charter Bus Transportation Service Program (2011-AN042)
Bid Type : Service
Department : Public Works
Commodity : BUS - TRANSIT (TOURING) CONVENTIONAL COACH
Open Date : 2/22/2012
Closing Date : 3/7/2012 5:30 PM
Bid Amount : \$ 2,000,000
Bid Download : Not Available

Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Charter Bus Transportation Services Program (2011-AN042). The total aggregate contract amount of this program is estimated to be \$2,000,000. The Request for Statement of Qualifications (RFSQ) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Ms. Janet Lee at (626) 458 7167 or jalee@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/asd/contracts>. PROPOSERS ARE ADVISED TO CHECK THIS LINK ON A WEEKLY BASIS FOR ANY UPDATE/ADDENDUM.

Subcontractors are not allowed for this service.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFSQ document including, but not limited to:

1. Proposer must have three years of experience providing charter bus transportation services. (Please use Form PW-20, Proposer's Compliance with the Minimum Requirements of the RFSQ.)
2. Proposer's management staff must have three years of experience providing charter bus transportation services. (Please use Form PW-20, Proposer's Compliance with the Minimum Requirements of the RFSQ.)
3. Proposer has submitted a valid and active charter license or certificate issued by the California Public Utilities Commission. (Please use Form PW-21, Proposer's Compliance with the Certification/Licensing Requirements of the RFSQ.)
4. Proposer has passed all California Highway Patrol Safety Compliance Inspections (or passed all reinspections) of the Proposer's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections (California Vehicle Code 34501(c). (Please use Form PW-21, Proposer's Compliance with the Certification/Licensing Requirements of the RFSQ.)
5. Proposer has submitted copies of the Proposer's employees' valid State of California Department of Motor Vehicles Class B (with "P" endorsement) commercial driver's licenses, as well as any other required licenses or endorsements required by Federal, State, and local regulations.

The deadline to submit the first round of proposals is Wednesday, March 7, 2012, at 5:30 p.m. Please direct your questions to Ms. Lee at the number listed on the previous page.

Contact Name : Janet Lee
Contact Phone# : (626) 458-7167
Contact Email : jalee@dpw.lacounty.gov
Last Changed On : 2/22/2012 9:15:44 AM

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