



MARK PESTRELLA, Director

## COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

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IN REPLY PLEASE  
REFER TO FILE

March 06, 2024

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

44 March 19, 2024

  
JEFF LEVINSON  
INTERIM EXECUTIVE OFFICER

**SERVICES CONTRACT  
TRANSPORTATION CORE SERVICE AREA  
AWARD OF SERVICES CONTRACT  
SUNSHINE SHUTTLE SERVICE IN THE UNINCORPORATED  
COUNTY COMMUNITY OF SOUTH WHITTIER  
(SUPERVISORIAL DISTRICT 4)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to award a services contract to Southland Transit, Inc., to provide the Sunshine Shuttle service in the unincorporated County community of South Whittier.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the contract work is statutorily exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Find that this service can be more economically performed by an independent contractor than by County employees.
3. Award and direct the Chair to execute the contract to Southland Transit, Inc., for Sunshine Shuttle service. This contract will be for a period of 6 months with four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 60 months and a maximum potential contract sum of \$13,778,375.

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

5. Delegate authority to the Director of Public Works or his designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum, which is included in the maximum potential contract sum for unforeseen additional work within the scope of the contract if required.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended action will award a services contract to Southland Transit, Inc., to provide Sunshine Shuttle service in the unincorporated County community of South Whittier. This contract will provide residents in the community with transportation to health care facilities, shopping centers, senior centers, and other destinations within the defined service area at a low-cost fare of \$0.25, or free for seniors, persons with disabilities, and children under age 5, as shown in Enclosure A.

In 2006, Public Works implemented the community shuttle service for highly transit dependent South Whittier communities to enhance local residents' access to transit service. This transit service improves mobility options and quality of life for County residents and visitors to South Whittier areas.

The contract also includes cost for major vehicle repair, graphics, and automated transit vehicle system devices, including vehicle locators, Transit Access Pass card validators, video camera equipment, and automated passenger counters to County-provided service vehicles in accordance with the contract.

The current contract has been extended for a period not to exceed 120 days and has an expiration date of June 28, 2024; however, it will expire upon award and execution of this contract. The award of this contract will continue the current services by the recommended contractor, which is the current contractor providing these services.

### **Implementation of Strategic Plan Goals**

These recommendations support the County Strategic Plan: Strategy II.2, Support the Wellness of our Communities, Objective II.2.2, Expand Access to Recreational and Cultural Opportunities, and Objective II.2.4, Promote Active and Healthy Lifestyles, by contracting with the contractor that has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

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

The sum for the initial term is \$1,133,032.

The sum for the first option term is \$2,377,529.

The sum for the second option term is \$2,467,377.

The sum for the third option term is \$2,560,792.

The sum for the fourth and final option term is \$2,658,043.

The sum for the month-to-month option to extend up to 6 months is \$1,329,022.

The maximum potential contract sum is \$13,778,375 for the maximum contract period of 60 months. The County may also authorize an extension of time to the contract's maximum potential term, not to exceed 180 days, with no additional funding. The total maximum potential contract sum includes major vehicle repair; graphics; automated transit vehicle system devices, including vehicle locators, TAP card validators, video camera equipment, and automated passenger counters to County-provided service vehicles; and 10 percent of the annual contract sum for unforeseen additional work within the scope of the contract.

Funding for this service is included in the Fourth Supervisorial District's Proposition A Local Return Transit Operations Fund (CP6 – Services and Supplies) Fiscal Year 2023-24 Budget. Funds to finance the contract's option years and 10 percent additional funding for contingencies will be requested through the annual budget process.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The recommended contractor, Southland Transit, Inc., is located in El Monte, California. This contract will commence upon the Board's approval, for a period of 6 months with the initial contract term expiring on August 31, 2024. With the Board's delegated authority, Public Works may renew the contract on September 1 of each renewal option year for four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 60 months. The County may also authorize an extension of time to the contract's maximum potential term not to exceed 180 days with no additional funding.

County Counsel has approved the recommended contract, which has been executed by Southland Transit, Inc. (Enclosure B). The recommended contract was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements.

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

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

The contractor has agreed to pay its employees the current Living Wage Rate approved by the Board on December 1, 2015, and to comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance provisions apply to this proposed contract, as County employees can perform these contracted services. The contract complies with all the

requirements of the Los Angeles County Code, Section 2.201.

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

### **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**

In 2016, 2019, and 2021, notices of the Request for Statement of Qualifications (RFSQ) were placed on the "Doing Business with Los Angeles County" website (Enclosure D), "Do Business with Public Works" website, and X (formerly Twitter) and advertisements were placed in the Los Angeles Daily Journal, Los Angeles Sentinel, and La Opinión. Also, Public Works informed all registered Local Small Business Enterprises, Disabled Veteran Business Enterprises, Social Enterprises, Community Business Enterprises, independent contractors, various business development centers, and municipalities about this business opportunity. The RFSQ is currently open continuous.

The Statement of Qualifications were first reviewed to ensure they met the mandatory requirements outlined in the RFSQ and were then evaluated by an Evaluation Committee consisting of Public Works staff utilizing the informed averaging methodology for applicable criteria. The committee's evaluation was based on criteria described in the RFSQ, including experience, work plan, financial resources, performance history/references, and demonstrated controls over labor/payroll recordkeeping. Based on this evaluation from 2016 to present, nine statements received a passing score and were placed on the Qualified Contractors List.

On April 10, 2023, Public Works issued an Invitation for Bids soliciting bids from the nine responsive and responsible vendors on the Qualified Contractors List.

On April 24, 2023, one bid was received. The bid was evaluated based on the price category. Based on this evaluation, it is recommended that a contract be awarded to the responsive and responsible contractor, Southland Transit, Inc., located in El Monte, California. Public Works determined the contractor's price to be reasonable for the work requested. Public Works notified the applicable union on this solicitation.

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

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

The award of this contract will continue the services without disruption to the public and will not result in the displacement of any County employees as this service is presently contracted with the private sector.



**CONCLUSION**

Please return one adopted copy of this Board letter to Public Works, Business Relations and Contracts Division.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Mark Pestrella".

MARK PESTRELLA, PE

Director

MP:EM:ao

Enclosures

c: Chief Executive Office (Chia-Ann Yen)  
County Counsel  
Executive Office  
Internal Services Department (Contracts  
Division)

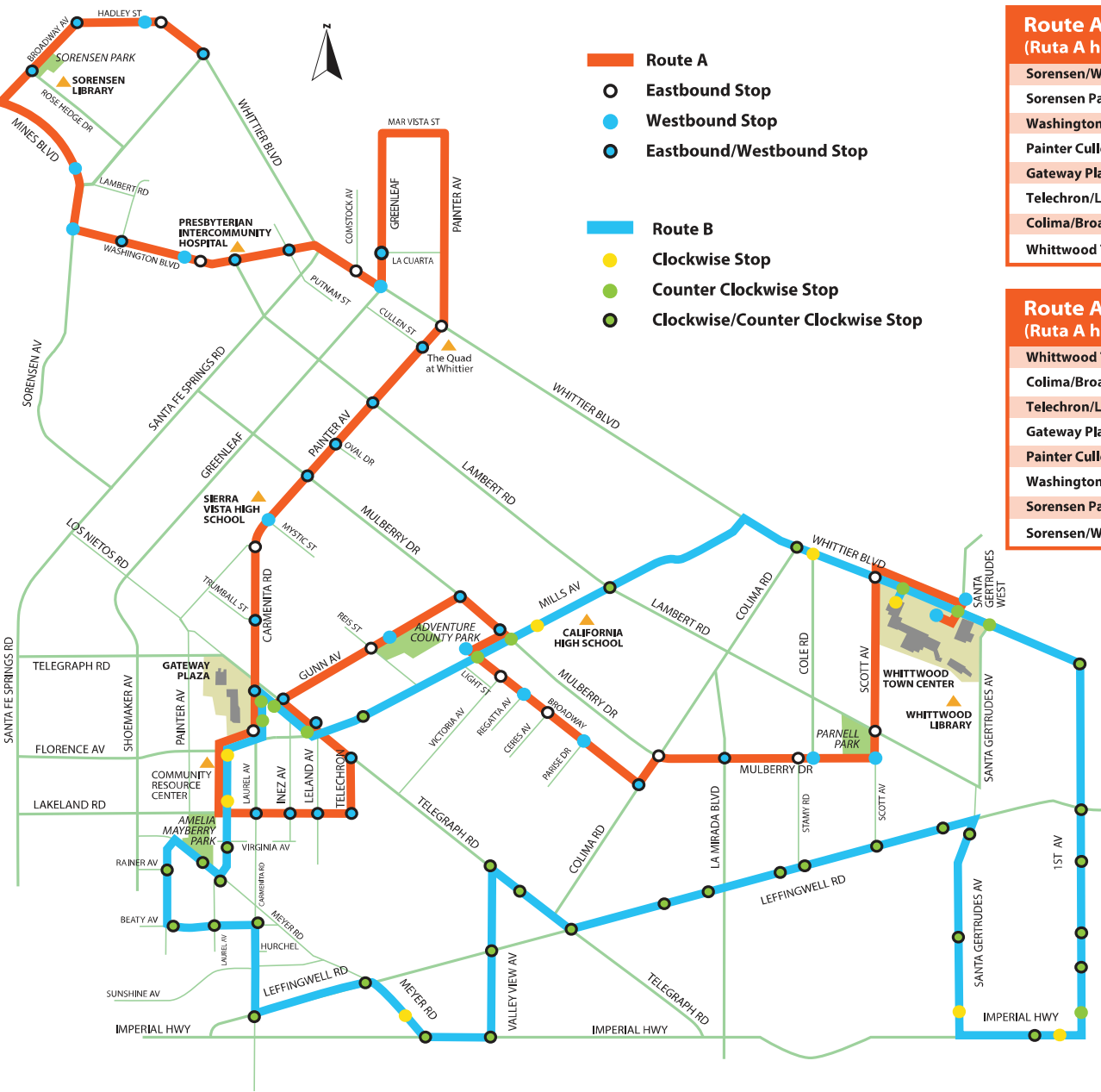
**ENCLOSURE**

March 6, 2024

**SERVICES CONTRACT  
TRANSPORTATION CORE SERVICE AREA  
AWARD OF SERVICES CONTRACT  
SUNSHINE SHUTTLE SERVICE IN THE UNINCORPORATED  
COUNTY COMMUNITY OF SOUTH WHITTIER  
(SUPERVISORIAL DISTRICT 4)  
(3 VOTES)**

This Board letter has large enclosures.  
Click on link to access:

[2024.03.06 Sunshine Shuttle \(FTP Large Enc\) \(Rev\)](#)

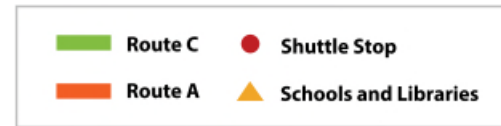


Route A Eastbound (Ruta A hacia el este)													
Sorensen/Whittier	6:00	7:10	8:20	9:30	10:40	11:50	1:00	2:10	3:20	4:30	5:40	6:50	
Sorensen Park	6:05	7:15	8:25	9:35	10:45	11:55	1:05	2:15	3:25	4:35	5:45	6:55	
Washington/Lambert	6:10	7:20	8:30	9:40	10:50	12:00	1:10	2:20	3:30	4:40	5:50	7:00	
Painter Cullen	6:25	7:35	8:45	9:55	11:05	12:15	1:25	2:35	3:45	4:55	6:05	7:15	
Gateway Plaza	6:35	7:45	8:55	10:05	11:15	12:25	1:35	2:45	3:55	5:05	6:15	7:25	
Telechron/Lakeland	6:40	7:50	9:00	10:10	11:20	12:30	1:40	2:50	4:00	5:10	6:20	7:30	
Colima/Broadway	6:55	8:05	9:15	10:25	11:35	12:45	1:55	3:05	4:15	5:25	6:35	7:45	
Whittwood Town Center	7:05	8:15	9:25	10:35	11:45	12:55	2:05	3:15	4:25	5:35	6:45	7:55	

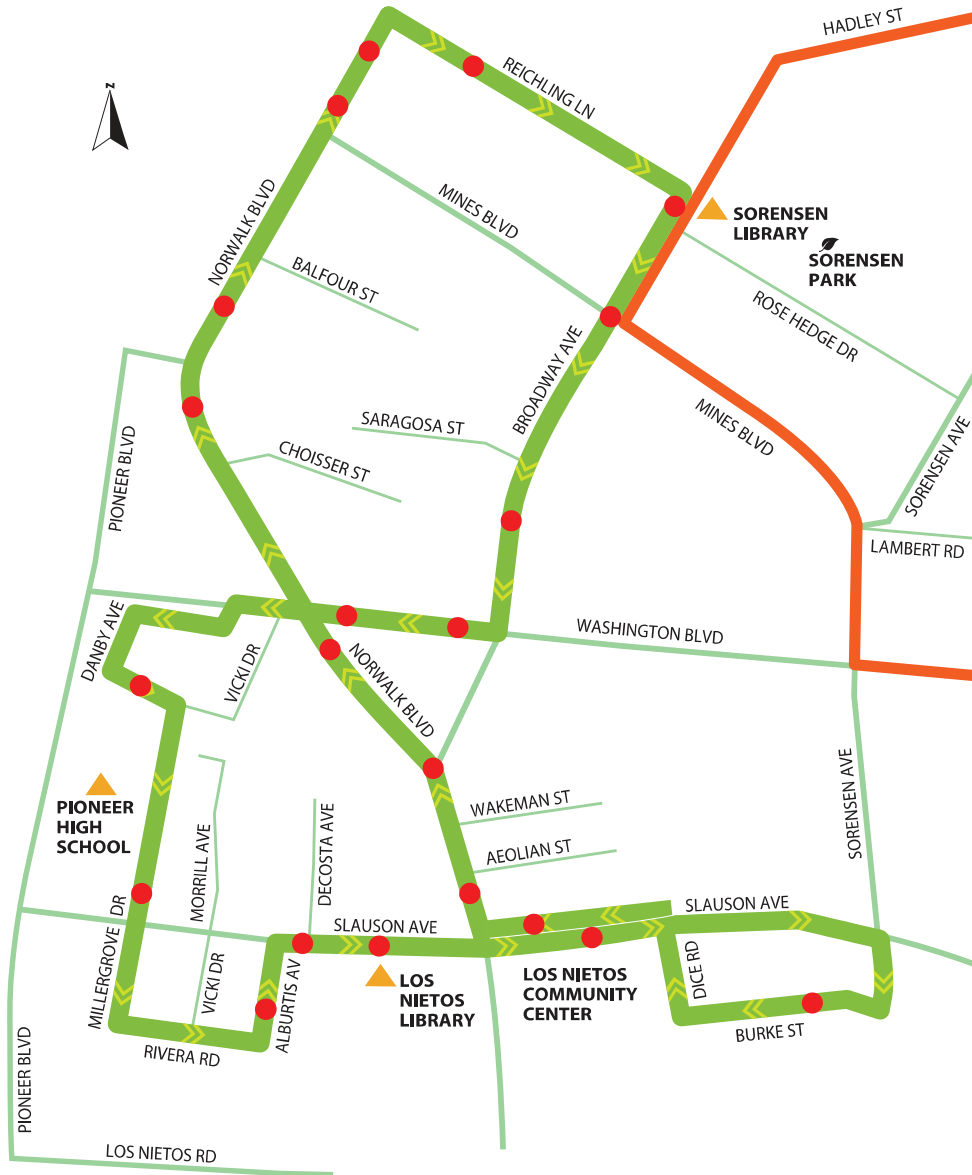
Route A Westbound (Ruta A hacia el oeste)													
Whittwood Town Center	6:00	7:10	8:20	9:30	10:40	11:50	1:00	2:10	3:20	4:30	5:40	6:50	
Colima/Broadway	6:05	7:15	8:25	9:35	10:45	11:55	1:05	2:15	3:25	4:35	5:45	6:55	
Telechron/Lakeland	6:10	7:20	8:30	9:40	10:50	12:00	1:10	2:20	3:30	4:40	5:50	7:00	
Gateway Plaza	6:25	7:35	8:45	9:55	11:05	12:15	1:25	2:35	3:45	4:55	6:05	7:15	
Painter Cullen	6:35	7:45	8:55	10:05	11:15	12:25	1:35	2:45	3:55	5:05	6:15	7:25	
Washington/Lambert	6:40	7:50	9:00	10:10	11:20	12:30	1:40	2:50	4:00	5:10	6:20	7:30	
Sorensen Park	6:55	8:05	9:15	10:25	11:35	12:45	1:55	3:05	4:15	5:25	6:35	7:45	
Sorensen/Whittier	7:05	8:15	9:25	10:35	11:45	12:55	2:05	3:15	4:25	5:35	6:45	7:55	

Route B (Ruta B)	departure time (hora de salidas)	
	Clockwise	Counter Clockwise
Whittwood Town Center	:45	:15
1st Av/Leffingwell	:50	:10
Santa Gertrudes/Mid Block	:55	:05
Imperial Hwy/Valley View	:05	:55
Beaty/Carmenita	:10	:50
Gateway Plaza	:15	:45
California High School	:20	:40
Whittier Blvd/Colima	:25	:35
Whittwood Town Center	:30	:30





Route C (Ruta C)															
Sorensen Park	AM 10:00	AM 10:30	AM 11:00	AM 11:30	PM 12:00	PM 1:30	PM 2:00	PM 2:30	PM 3:00	PM 3:30	PM 4:00	PM 4:30	PM 5:00	PM 5:30	
Pioneer High School	10:10	10:40	11:10	11:40	12:10	1:40	2:10	2:40	3:10	3:40	4:10	4:40	5:10	5:40	
Los Nietos Middle School	10:15	10:45	11:15	11:45	12:15	1:45	2:15	2:45	3:15	3:45	4:15	4:45	5:15	5:45	
Los Nietos Community Center	10:20	10:50	11:20	11:50	12:20	1:50	2:20	2:50	3:20	3:50	4:20	4:50	5:20	5:50	
Norwalk Blvd/ Washington Blvd	10:25	10:55	11:25	11:55	12:25	1:55	2:25	2:55	3:25	3:55	4:25	4:55	5:25	5:55	
Sorensen Park	10:30	11:00	11:30	12:00	12:30	2:00	2:30	3:00	3:30	4:00	4:30	5:00	5:30	6:00	





BY AND BETWEEN

LOS ANGELES COUNTY  
PUBLIC WORKS

AND

SOUTHLAND TRANSIT, INC.

FOR

SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE  
(BRC0000416)

79512

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<b>EXHIBIT S</b>	<b>Bid Submission Instructions</b>

AGREEMENT FOR  
SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE (BRC0000416)

THIS AGREEMENT, made and entered into this 19<sup>th</sup> day of March, 2024, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and SOUTHLAND TRANSIT, INC., a California Corporation, located at 3650 Rockwell Avenue, El Monte, CA 91731, (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on April 24, 2023, hereby agrees to provide services as described in this Contract for Sunshine (South Whittier) Shuttle Service.

SECOND: This AGREEMENT, together with Exhibit A.1, Scope of Work; Exhibit A.2, Intentionally Omitted; Exhibit A.3, Schedule of Prices; Exhibit A.4, Staffing Plan and Cost Methodology; 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.1.A, Performance Requirements Summary; Exhibit G.1, Service Route, Schedule, and Fare; Exhibit H.1, County-Provided Service Vehicle Specifications; Exhibit I.1, Contractor-Provided Service Vehicle Requirements; Exhibit J.1, Service Vehicle Appearance/Cleanliness Checklist; Exhibit K.1, Driver's Daily Vehicle Report; Exhibit L.1, DPW Vehicle Accident or Incident Report; Exhibit M.1, Preventive Maintenance; Exhibit N.1, Intentionally Omitted; Exhibit O.1, Controlled Substance and Alcohol Testing Program; Exhibit P.1, Transit Security Plan; Exhibit Q.1, NTD Monthly Ridership Form (MR-20); Exhibit R.1, Intentionally Omitted; and Exhibit S, Bid Submission Instructions; the CONTRACTOR'S Statement of Qualifications and Bid Submission, all attached hereto; the Request for Statement of Qualifications (RFSQ) including Exhibits thereto; Addenda to the RFSQ, and the Invitation for Bids and Addenda thereto, 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, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Forms PW-2.1 through PW-2.5, an amount not to exceed the maximum potential contract sum of \$12,525,795 for the entire contract period or such greater amount as the Board may approve (Maximum Contract Sum). The sum for the initial term is \$1,133,032; the sum for the first optional term is \$2,377,529; the sum for the second optional term is \$2,467,377; the sum for the third optional term is \$2,560,792; and the sum for the fourth and last optional term is \$2,658,043; and a month-to-month extension up to 6 months at the PW-2.5 rates for \$221,504, not to exceed \$1,329,022.

FOURTH: This Contract's initial term shall be for a period of 6 months commencing upon the Board's approval with the initial contract term expiring on August 31, 2024. The subsequent option year will start on September 1, 2024, if exercised. The COUNTY shall have the sole option to renew this Contract term for up to four additional 1-year period and six month-to-month extension, for a maximum total Contract term of 5 years. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least 10 days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full 1 year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least 10 days prior to the end of a term. Further, in accordance with Section 2.A.3 of Exhibit B, Service Contract General Requirements, the COUNTY may, at its sole discretion, authorize extensions of time to the Contract's term, to the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, provided the aggregate of all such extensions during the life of this Contract will not exceed 180 days. The Director will provide a written notice of nonrenewal at least 10 days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR shall bill monthly in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates quoted in Form PW-2.1 – PW-2.6, Schedule of Prices.

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

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

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

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

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's

Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within 6 months from expiration of the term as provided for hereinabove.

TENTH: No cost-of-living adjustment shall be granted for the optional renewal periods.

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

TWELFTH: In the event that there are discrepancies in the work requirements between the Scope of Work from the RFSQ document and this IFB's Scope of Work resulting from the RFSQ (2016-SQPA001), per the sole discretion of the Contract Manager, the higher requirements shall prevail 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. This CONTRACT may be signed by the Parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or e-mail electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Agreement.

The Parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. Contractor and County (i) agree that an electronic signature, whether digital or encrypted, of a Party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile, or electronic mail, or other electronic means, (iii) are aware that the other Party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all Parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN) and California Uniform Electronic Transactions Act (UETA)(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, e-mail or other electronic means shall constitute



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



COUNTY OF LOS ANGELES

By

Chair, Board of Supervisors

ATTEST:

JEFF LEVINSON

Interim Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

By

Deputy

44 March 19, 2024

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By

Deputy

Margaret Ambrose

Type/Print Name

JEFF LEVINSON  
INTERIM EXECUTIVE OFFICER

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

JEFF LEVINSON  
Interim Executive Officer  
Clerk of the Board of Supervisors

By

Deputy

SOUTHLAND TRANSIT, INC.

By

Its President

Tracy March Rossini  
Type/Print Name

By

Its Secretary

CECIL A. MARRIAGLIA  
Type/Print Name

CALIFORNIA JURAT

GOVERNMENT CODE § 8202

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

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on

this 7<sup>th</sup> day of December, 2023, by  
Date Month Year

(1) Timmy Mardrossian

(and (2) Sedik Mardrossian),  
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature [Signature]  
Signature of Notary Public



Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Shuttle Agreement BEC0000416

Document Date: \_\_\_\_\_ Number of Pages: 5

Signer(s) Other Than Named Above: Danay R. Harrison, Celia Zavala (the latter present)

SCOPE OF WORK

SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE

A. Public Works Contract Manager

Public Works' Contract Manager will be Ms. Vanessa Rachal of the Transportation Planning and Programs Division, who may be contacted at (626) 458-5960, or [vrachal@pw.lacounty.gov](mailto:vrachal@pw.lacounty.gov), Monday through Thursday, 7 a.m. to 5 p.m. The Contract Manager, or her designee, is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change Contract Manager. The Contractor will be notified in writing when there is a change in Contract Managers.

B. Work Location

1. The Sunshine (South Whittier) Shuttle provides service to residents in the unincorporated County areas of South Whittier and provides access to the following key points of interest:

- Sorensen, Amelia Mayberry, Adventure, and Parnell Parks
- Gateway Plaza
- Community Resource Center
- Whittwood Town Center
- PIH Health
- South Whittier Educational Center
- Kindred Hospital – La Mirada
- Home Depot Shopping Center
- Pediatric Care – Whittwood Medical Office Building
- Santa Fe Springs Market Place
- Los Nietos Community and Senior Center

See Exhibit G.1, Service Route, Schedule, and Fare for shuttle routes.

C. Work Description

This work to be accomplished under these specifications shall be the continuation of a community shuttle service operating in the unincorporated County areas of South Whittier, hereinafter referred to as the "Service."

The Contractor shall operate the Service subject only to the general policies and direction of the County with regard to management and operations and to the



## EXHIBIT A.1 (SUPPLEMENTAL)

provisions and requirements of this Exhibit A.1 (Supplemental), Scope of Work. The Contractor shall perform the following, but not limited to, executive and administrative management; employment and supervision of all personnel including supervisors, vehicle operators, dispatchers, mechanics, and other maintenance personnel; operation of training and safety programs; maintenance and repair of vehicles and equipment; processing of warranty claims for County's vehicles; assistance for public relations and promotions; and preparation of reports and analysis of financial and other matters; clerical, statistical, and bookkeeping services. The Contractor shall provide all vehicle operators, facilities, equipment, parts, and supplies required in the operation of Service, unless specifically identified to be contributed by County.

Please note, should an inconsistency be determined between the Scope of Work and the Performance Requirements Summary (Exhibit F.1A), the higher service level in the judgment of Public Works shall prevail.

### D. Routes, Frequency, Hours and Days of Service

#### 1. Service

Service routes, frequency, and days of operation shall be as specified in Exhibit G.1 (Service Route, Schedule, and Fare).

Service shall not operate on Sundays and the following six major holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Should one of these holidays fall on a Sunday, Service shall operate on a normal schedule on the following Monday.

#### 2. Service Modification

The County has established Service routes and schedules as described in Exhibit G.1 (Service Route, Schedule, and Fare). If the Contract Manager determines that the Service may be improved by revisions to scheduling, vehicle assignment, fleet size, or areas serviced, the Contract Manager and Contractor shall plan and institute such changes jointly within the terms of this Contract.

Service routes and location(s) may be added or removed during the Contract period. Upon request by the Contract Manager, the Contractor shall provide a written quotation for any additional location(s), based on the rates quoted in the appropriate PW-2, Schedule of Prices, form (between PW-2.1 through PW-2.5; hereinafter referred to as Form PW-2). The Contractor shall be paid per Service Vehicle Revenue Hours for additional locations according to the rates quoted in Form PW-2. Upon Contract

## EXHIBIT A.1 (SUPPLEMENTAL)

Manager's negotiation and acceptance of the Contractor's written quotation, and subject to approval of the Director or designee, the additional location(s) may be added to the Contract by amendment or change order.

The total revenue hours may be either increased or decreased by up to 25 percent without renegotiation of the Hourly Rate(s) provided by the Contractor on Forms PW-2.1-PW-2.5, Schedule of Prices, over the term of this Contract.

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

### 3. Special Service Operation

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

### A. Equipment

#### 1. Transit Vehicles

##### a. County-Provided Service Vehicles

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

##### b. Contractor-Provided Service Vehicles

Contractor shall provide a sufficient number of vehicles required to run the service that meet or exceed the required specifications described in Exhibit I.1, Contractor-Provided Service Vehicle Requirements, hereinafter referred to as "Contractor Service Vehicles."

## EXHIBIT A.1 (SUPPLEMENTAL)

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

c. Support Vehicles

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

d. Supplemental Service Vehicles

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

2. General Terms for Transit Vehicles

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

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

Contractor shall provide a sufficient number of spare Service Vehicle(s) equipped with air conditioning and wheelchair lift/ramp equipment in the event any assigned Service vehicle breaks down. The spare Service Vehicle(s) should meet or exceed the Service vehicle specification in Exhibit I.1, Contractor-Provided Service Vehicle Requirements. The cost of the spare Service Vehicle(s) shall be included in Contractor's actual overall Service operating costs as provided in Form PW-2, Schedule of Prices. Contractor's equipment and facilities shall meet all requirements of applicable Federal, State, and local ordinances and laws including, but not

## **EXHIBIT A.1 (SUPPLEMENTAL)**

limited to, the Americans with Disabilities Act (ADA). In its sole discretion, the County may provide the Contractor with a spare Service Vehicle(s).

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

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

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

The County's Net Book Value of a Service Vehicle shall be based upon the straight-line depreciation over the years of useful life, as determined by the County, with a 10 percent salvage value. The beginning date of the depreciation to be used is the first date the new Service Vehicle is placed into service. The final sale price (excluding taxes, license fees, and documentation fees) of the new Service Vehicle is to be used as the basis for depreciation.

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

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Sunshine (South Whittier) Shuttle Service  
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3. Communication Equipment

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

a. Service Vehicle Communication Equipment

Contractor shall provide two-way radio communication equipment, or mobile phones (not operating in a walkie-talk-mode), or some other type of voice communications equipment that is able to communicate in real time with the vehicle operator for all vehicles utilized in Service. The communication equipment used shall provide complete coverage throughout the service area for all vehicles utilized in Service.

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

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

b. Internet Access, 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 the Maintenance Manager. Contractor shall provide County with these e-mail addresses as some communication, including the monthly reports, may be done through e-mail for convenience and timeliness.

c. Business Contact Telephone Number

Contractor shall provide County with a business contact telephone number that shall be answered by a live person during the hours of Service operation. The person answering the telephone shall be

## EXHIBIT A.1 (SUPPLEMENTAL)

able to put Contract Manager, or his/her designee, in contact with key management personnel in case of an emergency.

d. 24-Hour Emergency Contact

Contractor shall maintain a 24-hour emergency contact pager, cell phone, or management telephone tree. The Project Manager or other responsible manager must be able to return a call to Contract Manager within 1 hour after being requested, including during non-business hours. This manager must be able to address all operational issues in case of an emergency.

e. Vehicle Video Surveillance System

In an effort to enhance both passenger safety and the protection of the bus operator, County may install a video surveillance system on County-owned Service Vehicles. Some of the elements, which may be included as a part of this video surveillance system along with any required supporting hardware and software is as follows:

1. Video recording cameras and associated equipment mounted to both the interior and exterior of each Service Vehicle(s) to record real-time video images.
2. A Digital Video Recorder (DVR) able to capture the recorded video and store its contents both internally within the DVR's memory and on an external memory storage device (i.e. SD memory card, flash drive, etc.).
3. The equipment to support a mobile phone service transmitter to remotely view real-time video while, the County-owned Service Vehicle is operating in revenue service. This real-time video may be accessible through an internet web site.
4. Contractor shall download on a periodic basis all data retrieved by the Digital Video Recorder and have it sorted by date, week, and month. This recorded video is to be safely and securely stored for covenant retrieval for a minimum period of 30 days (1 month) and for a maximum period of no more than 90 days (3 months).

Contractor shall provide access to inspect and view the stored video at the request of the Contract Manager. In addition, Contractor shall also be responsible for the maintenance of the Video Surveillance System including

## EXHIBIT A.1 (SUPPLEMENTAL)

any warranty claims and needed repairs to ensure its proper operation during all hours of revenue service.

Contractor is also responsible for insuring that the use of a video surveillance system does not violate any employee work rules/policies or any collective bargaining agreements between the Contractor and its employees, and shall hold the County harmless from any claim by its employees against the County arising out of the installation and or use of these devices.

### f. Automated Vehicle Locator (Global Positioning Satellite) Devices

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

County may request permission from Contractor to install AVL devices on Contractor-owned vehicles that are assigned as the primary Service Vehicles. These devices will be removed from the Contractor-owned vehicles at the end of the contract.

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

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

### F. Storage and Maintenance Facilities

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Sunshine (South Whittier) Shuttle Service  
(BRC0000416)

## EXHIBIT A.1 (SUPPLEMENTAL)

1. The County will not provide storage facilities for the Contractor.
2. Contractor shall provide appropriate fixed-vehicle storage and maintenance facilities for the garaging, servicing, and cleaning of Service Vehicles and equipment. Facilities shall include:
  - a. An enclosed workspace sufficient to allow maintenance personnel to Service Vehicles and be protected from the weather.
  - b. A concrete shop floor capable of withstanding the maximum weight of County Service Vehicles.
  - c. A security-fenced, paved, and lighted area for overnight vehicle parking with adequate spaces for County Service Vehicles.
  - d. A compressed air supply.
  - e. Tire-changing equipment.
  - f. Battery maintenance equipment and spare batteries.
  - g. Vehicle lubrication equipment.
  - h. All tools and equipment necessary to perform required preventive maintenance.
  - i. All tools and equipment necessary to service vehicles, perform component adjustments, and make mechanical repairs.
  - j. Equipment necessary to wash and clean vehicles in accordance with this Contract.
  - k. Adequate secured storage area for tools, equipment, and parts.
  - l. A lighted maintenance pit or an appropriate State of California Occupational Safety and Health Administration (Cal/OSHA) or American National Standard Institute (ANSI) approved hydraulic lift capable of fully lifting the heaviest of County Service Vehicles six feet above the floor for maintenance purposes.
  - m. Fueling facility with the ability to provide Liquefied Petroleum Gas (LPG) and Compressed Natural Gas (CNG). It is acceptable for Contractor to obtain alternative fuels such as LPG and CNG at an off-site location.



G. Service Vehicle and Equipment Maintenance

1. Service Vehicle Condition

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

If Contractor receives a rating below "Satisfactory" including "Conditional" or "Unsatisfactory" from the CHP, Contractor shall so notify Contract Manager immediately and outline steps that shall be taken to correct each deficiency. Failure of the Contractor to take the necessary actions to improve their Terminal inspection rating to a "Conditional" or higher rating within 6 months of receiving an "unsatisfactory" rating will be grounds for termination of the proposed contract. In addition, failure of the Contractor to take the necessary actions to improve their Terminal inspection rating to a "Satisfactory" rating within 6 months of receiving a "Conditional" rating will be grounds for termination of the proposed contract. Contractor shall not seek additional compensation of any costs incurred to meet the requirements in this paragraph.

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

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

3. Service Vehicle Appearance/Cleaning/Fumes

Contractor shall be responsible for maintaining the appearance of all vehicles as described in Exhibit J.1, Service Vehicle Appearance/Cleanliness Checklist. Contractor shall maintain an up-to-date record of all washings and major cleanings, which shall be made

## EXHIBIT A.1 (SUPPLEMENTAL)

available to Contract Manager upon request. Contract Manager may remove a Service Vehicle from Service for unacceptable appearance.

a. Service Vehicle Interior

The interior of all vehicles shall be kept free of litter and debris to the maximum practicable extent throughout the operating day. Vehicles shall be swept, wet mopped, and dusted daily. Water washing down or "hosing out" of vehicle interiors shall not be allowed. A minimal amount of soap/cleaning solution and/or water shall be utilized. Interior panels, windows, and upholstery shall be cleaned of marks as necessary. The interior of all vehicles shall be thoroughly washed at least once per week including all windows, seats, floor, stanchions, and grab rails. All foreign matter, such as gum, grease, dirt, and graffiti, shall be removed from all interior surfaces during the daily interior cleaning process. Any damage to seat upholstery shall be repaired in a professional manner. Upon discovery of the damaged seat upholstery, vehicle shall be immediately removed from revenue Service. Damaged seat upholstery shall be repaired or replaced before vehicle is allowed back into revenue Service.

Contractor shall replace seat covers and/or seat boards, which are worn or damaged and cannot be professionally repaired, using materials, which are identical in specifications and color as those materials being repaired. Ceilings and walls shall be thoroughly cleaned as often as necessary to maintain a clean appearance and maximize visibility. Contractor shall ensure that the interiors of vehicles are kept free of rodents, insects, vermin, and pests at all times while in operation and shall take such steps as are necessary, at Contractor's expense, to exterminate pests in the event that they occur in the vehicles.

b. Service Vehicle Exterior

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

c. Fumes

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

d. Graffiti

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

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

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

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

5. Wheelchair Lifts and Ramps

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

6. Destination Signs

Destination signs shall, at all times, be correctly set for the Service being provided. When a vehicle is deadheading to/from a yard location or any other non-revenue travel sign(s) shall indicate that the vehicle is "Not-In-Service."

7. Maintenance Program

a. General Scope

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

b. Parts/Fluids Specifications and Requirements

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

c. Service Vehicle Damage

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

d. Preventive Maintenance

Routine preventive maintenance and servicing is required on all vehicles used for Service as recommended by the Original Equipment Manufacturer (OEM) or as set forth by Contract Manager (See Exhibit M.1, Preventative Maintenance). Contract Manager 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 plus or minus 500 miles cannot be added to successive maintenance intervals. For instance, if the vehicle manufacturer recommends maintenance at a 3,000-mile interval, then Contractor would be allowed to perform the preventive maintenance at 3,000 miles plus or minus 500 miles, 6,000 miles plus or minus 500 miles, etc.

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

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

e. Brake Inspection/Adjustment

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

f. Heating, Ventilation, and Air Conditioning

The Heating, Ventilation, and Air Conditioning (HVAC) systems shall be maintained and used to ensure that the passenger compartment

## EXHIBIT A.1 (SUPPLEMENTAL)

temperature is comfortably maintained under all climatic conditions at all times while vehicles are in Service. Contractor shall maintain the HVAC systems in an operable condition at all times.

g. Spare Parts Inventory

Contractor shall establish and maintain an ongoing spare parts inventory sufficient to maintain Service Vehicles in operating condition at all times. When based on prior experience certain parts often appear to be placed on "back-order," the Contractor shall maintain a higher level of these parts in their inventory.

h. Service Vehicle Towing

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

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

8. In-Service Vehicle Breakdown

In the event of an In-Service Vehicle breakdown, the maximum response time for an ADA-compliant, substitute vehicle to be made available shall be 30 minutes.

The Contract Manager reserves the right to establish additional criteria regarding reliability of response in the event of vehicle breakdowns.

9. Service Vehicle Maintenance Record Keeping

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

- a. Make
- b. Model
- c. Serial Number/County Fleet Number
- d. License Number

## EXHIBIT A.1 (SUPPLEMENTAL)

- e. Date Received
- f. Unit Repairs (mechanical)
- g. Monthly Preventive Maintenance Inspection (PMI) Reports
- h. Weekly Vehicle Inspection Reports
- i. Daily Pre- and Post-trip Vehicle Inspection Reports
- j. Work Orders
- k. Warranty Work
- l. Major Mechanical Repair/Unit Replacement
- m. Body/Interior Repairs (cosmetic)

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

### 10. Applicable Vehicle Codes and Regulations

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

Contractor shall pay particular attention to the CHP Motor Carrier Safety Regulations. Each vehicle is required to be inspected annually by Contract Manager and/or by CHP. Contract Manager shall be immediately notified of inspections performed by a governmental agency other than County. The results of inspections shall be provided to Contract Manager within 24 hours, and any applicable signed certification shall be displayed or carried on the vehicles. Contractor shall expeditiously correct any deficiencies on any CHP vehicle inspection report and advise Contract Manager upon doing so.

### H. Rates and Compensation

#### 1. Rates – County-Provided Service Vehicles

## EXHIBIT A.1 (SUPPLEMENTAL)

County will pay Contractor on a monthly basis an amount equal to the sum of 1) the number of Vehicle Service hours provided with County Service Vehicles times the rate provided in Form PW-2, Schedule of Prices, hereinafter referred to as "County Vehicle Rate"; less 2) all amounts collected from Fare-box Revenue; less 3) any liquidated damages pursuant to this Exhibit, Section Y, Liquidated Damages, and less any deduction from Exhibit F.1A, Performance Requirements Summary.

Vehicle Service hours are defined as the actual hours of revenue Service starting from the point of first pickup to the last drop-off based on hours determined by County needed to provide Service described in Exhibit G.1, Service Route, Schedule, and Fare.

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

### 2. Rates – Contractor-Provided Service Vehicles

County will pay Contractor on a monthly basis an amount equal to the sum of 1) the number of vehicle Service hours provided with Contractor Vehicles times the rate provided in Form PW-2, hereinafter referred to as "Contractor Vehicle Rate"; less 2) all amounts collected from Fare-box Revenue; less 3) any liquidated damages pursuant to this Exhibit, Section Y, Liquidated Damages and any deduction from Exhibit F.1A, Performance Requirements Summary.

Vehicle Service hours are defined as the actual hours of revenue Service starting from the point of first pickup to the last drop-off based on hours, determined by County, needed to provide Service described in Exhibit G.1, Service Route, Schedule, and Fare.

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

### 3. Fares and Revenue

#### a. Fare

The cash fare shall be 25 cents per trip to board Routes A and B. However, the following patrons shall be able to board free of charge:

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

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Sunshine (South Whittier) Shuttle Service  
(BRC0000416)



## EXHIBIT A.1 (SUPPLEMENTAL)

This service shall also accept Metro 30-day, regional EZ and Go Rio passes.

There is no charge to board Route C. The County may, at any time, change the type of media fare accepted by the Service.

b. Fare Changes

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

c. Revenue

Contractor shall establish and maintain fare collection and security policies and procedures, subject to approval by the County. The Contractor shall keep an accurate accounting of all revenue received as the Contractor shall be held responsible for any lost, stolen, or uncollected revenue. All revenue generated by Service from the Fare-box and sale of fare media shall be retained by Contractor and deducted on a monthly basis from the amount due to Contractor. The monthly revenue amount shall be reported in the monthly invoice to County and will be subject to County audit.

d. Financial Audit Settlement

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

I. Pass-Through Costs

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

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

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

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

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

2. Air Conditioning (County Service Vehicles Only)

County recognizes that during the term of this agreement the air conditioning compressors, used in County Service Vehicles equipped with air conditioning systems utilizing refrigerant, may be prone to failure. If the Contractor determines that an air conditioning compressor, and/or

## EXHIBIT A.1 (SUPPLEMENTAL)

compressor clutch unit, requires replacement due to operational failure of said compressor, the Contractor shall notify the Contract Manager immediately after making such determination and, subsequently, in writing, detailing the reasons for such a determination. After inspection by the Contract Manager, the Contract Manager may direct the Contractor in writing to proceed with work. If the Contractor's maintenance personnel perform the work, only the cost of the parts, as approved by the Contract Manager, will be reimbursed by the County. Labor costs associated with the removal and installation of the air conditioning compressor/clutch unit, filter and refrigerant are the responsibility of the Contractor and are not eligible for reimbursement.

If County requests that the replacement of an air conditioning system to County Service Vehicles be performed by an independent contractor, the County will pay for all parts and labor costs associated with this work.

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

### 3. Vehicle Repaint/Graphics

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

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

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

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

4. Rehabilitation of County Service Vehicles

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

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

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

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

5. Automated Vehicle Locator Devices

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

6. Other Pass-Through Costs

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

J. Monitoring and Auditing Service

1. Monitoring Service

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

2. Auditing and Inspection of Service

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

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

3. Surveys and Questionnaires

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

K. Personnel

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

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

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

1. Project Manager

Contractor shall designate a Project Manager who has the following minimum number of years of experience providing the management of the same or similar fixed route services for governmental or social service agency(ies): 3 years of experience with alternative fueled vehicles either compressed natural gas-powered and/or propane-powered, 30 feet or longer transit buses. The project manager shall have the responsibility to oversee the day-to-day operations of Service, shall have full authority to act for Contractor, and shall be reachable via office telephone or cell phone during the hours of Service. The Project Manager shall provide supervision and manage Service account and operating records.

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

a. Supervision

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Sunshine (South Whittier) Shuttle Service  
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## EXHIBIT A.1 (SUPPLEMENTAL)

Supervision shall include, but is not limited to, the following:

- i. Training and scheduling of all regularly assigned Service personnel.
  - ii. Arranging the assignment of qualified backup personnel as necessary.
  - iii. Distribution and collection of operating reports.
  - iv. Daily monitoring of ridership and fare collection.
  - v. Supervision of all Service staff to ensure Service quality meets or exceeds the requirements of this scope of work.
- b. Service Management

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

- i. Preparation of monthly summaries of operations data per Service Vehicle on a run-by-run basis.
- ii. Maintenance of Service accounts.
- iii. Preparation of a monthly invoice that will document all charges minus the total amount of fares collected and any possible liquidated damages for missed trips, incomplete service, etc.
- iv. Responsibility for the complete operation of all Service Vehicles including all ancillary equipment, e.g., wheelchair ramp, lift and kneeling mechanisms, air conditioning, destination signs, fare boxes, bus card holders, etc.
- v. Responsibility to immediately address any operational issues and passenger complaints and accurately report these matters to the County in a timely manner.

### 2. Road Supervisor

Contractor shall employ a minimum of one road supervisor who shall be reachable at all times via office telephone or cell phone during the hours of Service.

## EXHIBIT A.1 (SUPPLEMENTAL)

The Road Supervisor shall provide adequate on-street supervision throughout the Service area during the times Service Vehicles are in revenue service to minimize Service interruption and ensure quality Service delivery on a regular basis. The Road Supervisor shall monitor the level of on-time service performance.

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

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

### 3. Office Personnel

Contractor shall employ personnel during Service hours to answer inquiries and respond to complaints from Contract Manager and the public regarding the Service.

Office personnel shall have an e-mail address and access to a computer during Service hours. Furthermore, office personnel shall be able to use Microsoft Word, Excel, and Outlook or equivalent software. Contract Manager may, at his/her discretion, communicate with Office Personnel via e-mail. Office personnel shall be able to research Contract Manager's questions and respond to Contract Manager via e-mail.

Contractor shall employ personnel to monitor two-way radios, mobile phones and/or other dispatching system equipment to communicate with vehicle operators during all hours of Service operation.

Required duties shall include the preparation of data, forms and reports and be proficient in the preparation of such documents with an emphasis on the highest level of accuracy and reliability. Office personnel shall have experience reporting National Transit Database (NTD) data for fixed-route transit services located within the County of Los Angeles.

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



4. Vehicle Operators

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

a. Operator Recruitment and Selection

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

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

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

b. Operator Requirements

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

- i. Have a valid California DMV Class B (with "P" endorsement) commercial driver's license, a medical examination certificate, as well as any other required licenses or endorsements

## EXHIBIT A.1 (SUPPLEMENTAL)

required by applicable Federal, State, and local regulations. A Service Vehicle operator who does not pass the medical examination shall not be permitted to operate a Service Vehicle.

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

### c. Operator Training

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

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

## EXHIBIT A.1 (SUPPLEMENTAL)

- v. Public courtesy and empathy towards the needs of the elderly, persons with disabilities, and parents traveling with children under age five.
- vi. Training in special skills required to provide transportation to the senior patrons and persons with disabilities.
- vii. American Red Cross or County-approved equivalent training for both cardiopulmonary resuscitation and first aid.
- viii. Regular and continuous formal safety instruction for all operating personnel assigned to perform any activities under this Contract. Personnel shall be required to attend scheduled safety meetings at least four times per year.
- ix. Regular and continuous training programs for all Service Vehicle operators. Regularly scheduled classes shall include various topics including understanding Service expectations, defensive and safe driving, emergency and crisis management, terrorist activity and other relevant subjects. Contractor shall submit an annual preplanned training schedule to the Contract Manager. Contractor may be required to conduct additional training on issues and subjects pertinent to the Service. Contract Manager, and/or her designee(s), will have the right to attend and audit Contractor training programs and classes.

### 5. Maintenance Personnel

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

Maintenance personnel shall be supervised by a designated Maintenance Manager who shall have the following minimum number of years of experience in maintaining similar fleets of transit vehicles: 3 years of experience in maintaining alternative fueled vehicles either compressed natural gas-powered and/or propane-powered, 30 feet or longer heavy-duty transit buses. Contractor's maintenance personnel shall have knowledge of engines, transmissions, diagnostic procedures, electrical systems, HVAC, wheelchair lifts/ramps and related mechanical parts, and methods

## EXHIBIT A.1 (SUPPLEMENTAL)

and procedures normally used in servicing mechanical equipment for transit vehicles.

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

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

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

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

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

The Contractor shall provide proof of Section 609 of the Clean Air Act certification or its equivalent ASE Refrigeration Recovery and Recycling Program certification to the County prior to Contract award. At any time, if

## EXHIBIT A.1 (SUPPLEMENTAL)

a Section 609 certified personnel leaves the service of the Contractor, the Contractor shall immediately provide an equivalent certified maintenance personnel replacement. The Contractor shall notify the Contract Manager of any change in maintenance personnel.

### 6. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices.

The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

### L. Marketing and Advertising

County will routinely provide marketing, public relations, and advertising materials. Contractor shall place such materials on or in the vehicles as requested by County and shall distribute literature on County Service Vehicles as requested by County. The Contractor shall ensure that an adequate supply of service brochures is available for passengers on Service Vehicles. The posting of Service-related notices shall be subject to prior approval by the Contract Manager.

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

### M. Operating Performance Standards

#### 1. Service Vehicles

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

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

2. Service

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

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

a. On-time Service

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

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

b. Road Calls

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

c. Complaints

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

N. Operation During a Declared Emergency

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

O. Service Records and Reports

1. General Requirements

Contractor shall maintain separate complete and accurate books, records, and reports that relate to Service and as required herein. Contractor shall retain all records relating to this Contract for a minimum period of 3 years following expiration or termination hereof unless otherwise provided for herein. All such records shall be available for inspection by designated auditors of County and the State of California at reasonable times during normal working hours.

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

2. Service Operation Reports

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

a. Trip Reports

## EXHIBIT A.1 (SUPPLEMENTAL)

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

b. Service Reports

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

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

Contractor shall instruct each vehicle operator of each vehicle to perform a daily pre- and post-trip Service Vehicle inspection and daily Service Vehicle servicing, as required herein, and such inspections and servicing shall be documented on a report that shall be completed and signed by each vehicle operator assigned to a Service Vehicle each day as shown on Exhibit K.1, Driver's Daily Vehicle Report. The Daily Pre- and Post-Trip Vehicle Inspection Reports shall be retained on file by Contractor for a minimum of three years after contract expiration/termination.

d. Weekly Maintenance Inspection Reports

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

e. Missed Trip Reports



## EXHIBIT A.1 (SUPPLEMENTAL)

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

f. CHP Reports

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

g. Operational Problems and Passenger Complaint Reports

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

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

h. Accident/Incident Data Reports

Contractor shall submit a monthly summary report of all accidents (collision and non-collision) involving Service Vehicles. The monthly summary shall include the date, vehicle number, location, operator, and accident description including any damage and/or injuries. The monthly summary shall also include cumulative accident data that indicates the number of accidents per 100,000 vehicle miles. Within 24 hours of an accident or incident involving a Service Vehicle or passengers, Contractor shall provide a written report, per Exhibit L.1, Public Works Report of Vehicle Accident or Incident form to the Contract Manager.

**In the event of an emergency during after hours, Contractor shall call the Public Works radio room at (626) 458 - HELP.** Contractor shall notify County within 24 hours of any of the following accidents/incidents:

## EXHIBIT A.1 (SUPPLEMENTAL)

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

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

- i. Monthly Passenger/Mile Sampling: Based on LACMTA's monthly selection of bus stop locations, the Contractor shall collect and provide the required data no later than the 25th day of the following month.
- ii. Form MR20 Exhibit Q.1, NTD Monthly Ridership, and Service Information: Contractor shall prepare and submit this completed form on a monthly basis no later than the 25th day of the following month.
- iii. Annual NTD Reports: Contractor shall prepare and submit an annual NTD report in accordance with the Federal Transit Administration (FTA) NTD Guidelines, as amended, no later than 30 days after the end of each fiscal year or as directed

## EXHIBIT A.1 (SUPPLEMENTAL)

by the County. Contractor shall also attend the annual NTD Reporting Workshop offered by LACMTA.

For further information on how to obtain NTD reporting forms and reference documents, Contractor may contact LACMTA at (213) 922-2810. Contractor shall certify that the data is accurate and shall develop an auditing procedure acceptable to County, for the annual report. The annual report shall pass the required annual audit by LACMTA (i.e., no re-audit required).

Contractor shall maintain and make available, for a minimum period of 3 years after Contract expiration/termination, to County, and/or appropriate agencies, records, and backup information pertaining to the annual NTD reporting.

j. Financial Records

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

k. Maintenance Records and Reports

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

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

i. Preventive Maintenance Inspection Reports

Reports shall include the Service Vehicle fleet number, the Service Vehicle identification number (VIN) and license number, a description/detail of the maintenance performed, when maintenance was completed, and if maintenance was done on time as required by Service Vehicle manufacturer's and/or County recommendations. Daily "Vehicle Condition" reports shall be submitted to County upon request.

## EXHIBIT A.1 (SUPPLEMENTAL)

Contractor shall retain the PMI Reports on file for a minimum of 3 years after Contract expiration/termination.

ii. Road Call Performance Report

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

iii. Service Vehicle Downtime Report

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

iv. Mechanical Defect Reports

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

P. Controlled Substance and Alcohol Testing

Contractor shall implement, as a minimum, the Controlled Substance and Alcohol Testing Program as specified in Exhibit O.1, Controlled Substance and Alcohol Testing Program, as may be required by rules and regulations issued by the United States Department of Transportation and described in Title 49, Code of Federal Regulations, Part 655, "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations." Contractor's policies may supersede policies specified in Exhibit O.1, Controlled Substance and Alcohol Testing Program only when they can be shown to County's satisfaction to be more stringent.

County will not indemnify Contractor for disciplinary actions imposed resulting from required testing. Contractor shall report results of the random testing and other associated tests to County on a quarterly basis on the form shown in Exhibit O.1, Controlled Substance and Alcohol Testing Program such reports shall be submitted to County within 15 calendar days after the end of the quarter.

Q. Transit Security Plan

## EXHIBIT A.1 (SUPPLEMENTAL)

Following the events of September 11, 2001, the Federal Transit Administration (FTA) and the Transportation Security Administration (TSA) developed security plans and emergency preparedness resources for transit agencies. Accordingly, the Contractor is required to submit a written Transit Security Plan before Service begins. The Contractor will base the plan on materials available from the FTA, TSA, or other government agency.

A few items for review are the FTA's Security and Emergency Preparedness Action Items for Transit Agencies ([https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/508\\_new\\_top\\_17.pdf](https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/508_new_top_17.pdf)), and Effective Practices in Bus Transit Safety (<https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/regulations-and-guidance/safety/117621/effective-practices-bus-transit-safety-emergency-response.pdf>).

In addition, the Contractor will subscribe to the Department of Homeland Security's National Terrorism Advisory System (NTAS), which communicates information about terrorist threats to the public, government agencies, first responders, airports and other transportation hubs, and the private sector. The subscription information is available on the NTAS webpage at <https://www.dhs.gov/national-terrorism-advisory-system>.

The details of the Contractor's Transit Security Plan will be negotiated with the Contract Manager to ensure that the County's needs are adequately addressed. The final County approved Transit Security Plan will be attached as Exhibit P.1.

All Contractor operators shall be expected to observe all applicable State of California Occupational Safety and Health Administration (Cal/OSHA) and Public Works' safety requirements.

### R. Responsibilities of the Contractor

1. Contractor shall maintain the following minimum number of years of experience providing the same or similar fixed route services for governmental or social service agency(ies): 3 years of experience with alternative fueled vehicles either compressed natural gas-powered or propane-powered, 30 feet or longer heavy-duty transit buses. A subcontractor is not allowed to meet this requirement.
2. Contractor's Project Manager shall maintain the following minimum number of years of experience providing the same or similar fixed route services for governmental or social service agency(ies): 3 years of experience with alternative fueled vehicles either compressed natural gas-powered or propane-powered, 30 feet or longer heavy-duty transit buses. A subcontractor is not allowed to meet this requirement.

## EXHIBIT A.1 (SUPPLEMENTAL)

3. Contractor's Maintenance Manager shall maintain the following minimum number of years of experience in maintaining similar fleets of transit vehicles: 3 years of experience in maintaining alternative fueled vehicles either compressed natural gas-powered or propane-powered, 30 feet or longer heavy-duty transit buses.
4. Contractor shall maintain a "Satisfactory" California Highway Patrol Safety Compliance Inspections (or passed all re-inspections) of the Contractor's maintenance facilities or terminals.
5. 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 Exhibit. Contractor shall be solely responsible for performing all tasks including, but not limited to, providing executive and administrative management; employment and supervision of all personnel including supervisors, vehicle operators, dispatchers, mechanics, and other maintenance personnel; operation of training and safety programs; maintenance and repair of vehicles and equipment; processing of warranty claims for County's vehicles; assisting in public relations and promotions; preparation of reports and analysis of financial and other matters; clerical, statistical, and bookkeeping services; and providing all vehicle operators, facilities, equipment, parts, and supplies required in the operation of service unless specifically identified to be contributed by County.

### S. Responsibilities of Public Works

The County will determine the need for, and provide, jobsite inspection. Contract Manager 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 any deficiencies noted. Contract Manager, at his/her own discretion, may withhold up to the final 2 months of Service payment until repair is completed by Contractor or deduct the cost of correcting the deficiencies from payment due to Contractor, if Contractor fails to perform the necessary work to correct the deficiencies.

### T. Removal of Debris

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

## EXHIBIT A.1 (SUPPLEMENTAL)

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

### U. Funding

The County's obligations under this Contract are contingent upon the availability of funds in each fiscal year budget to finance operating and capital costs. The County may use local sales tax funds in accordance with LACMTA's guidelines for the Proposition A Local Return Program to finance this Service. Other sources of funds, such as FTA, may also be used. The Contractor agrees to be bound by applicable provisions of Proposition A Local Return Program guidelines or any other guidelines/regulations pertaining to other funding sources.

### V. Non-Conflict With Local, State, And Federal Laws

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

### W. Permits/Licenses/Certifications

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

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

### X. Utilities

The County will not provide utilities.

### Y. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums. However,

## EXHIBIT A.1 (SUPPLEMENTAL)

neither the provision of a sum of liquidated damages for nonperformance, untimely, or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.

2. The amount of liquidated damages has been set in recognition of the following circumstances existing at the time of the formation of the Contract:
  - a. All the time limits and acts required by both parties are of the essence of the Contract.
  - b. The parties are both experienced in the performance of the Contract work.
  - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price.
  - d. The parties are not under any compulsion to contract.
  - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and/or late performance is by Contract and willingness to be bound as part of the consideration being offered to the County for the award of the Contract.
  - f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work.
  - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
3. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the amount shown in Exhibit F.1A, Performance Requirements Summary or the following sums if the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.



## EXHIBIT A.1 (SUPPLEMENTAL)

### a. Permanent Service Vehicles

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

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

### b. On-Time Performance

In the event that the Contractor fails to meet the on-time performance standards, as specified in Exhibit G.1, Service Route, Schedule, and Fare, it is agreed that the County may, at its sole discretion, assess liquidated damages against the Contractor in the amount of \$500 per incident, up to a maximum of \$5,000 per month, if any of the following incidents occur after two substantiated incidents within a 60-day period:

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

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Sunshine (South Whittier) Shuttle Service  
(BRC0000416)

## EXHIBIT A.1 (SUPPLEMENTAL)

c. Service Vehicles Not Available

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

d. Complaints

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

e. General Reporting

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

f. National Transit Database Reporting

The Contractor shall submit NTD reports to both LACMTA and the Contract Manager no later than the dates required in Section L. Subsection 2(i), National Transit Database Reports, in this Exhibit. Liquidated damages of \$100 per business day, up to a maximum of \$2,000 per month may be assessed for late and/or incomplete reports.

g. LACMTA Re-audit of Annual National Transit Database Report

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

## EXHIBIT A.1 (SUPPLEMENTAL)

### h. Weekly Maintenance Inspections

The weekly maintenance inspections are called an "I" Service. This "I" Service shall be performed per the Original Equipment Manufacturer's (OEM) Specifications (including both the Vehicle owner's manuals and Vehicle service manuals) and Exhibit M.1, Preventive Maintenance. If the Contractor fails to meet this standard the Contractor may be assessed liquidated damages of \$200 per Service Vehicle per Service day up to a maximum of \$2,000 per month.

### i. Daily Vehicle Inspection (DVI) Reports

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

### j. Preventive Maintenance

Preventive Maintenance Inspections (PMI) shall be performed per the OEM and Exhibit M.1. PMI documents must be submitted monthly with service invoice. Inspections shall never exceed the specified intervals by 500 miles or more. Failure to meet this standard may result in nonpayment of Service hours for any miles operated by vehicles exceeding the PMI intervals or liquidated damages of \$500 per vehicle per day, whichever is higher.

### k. Shutdown of Vehicles

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

### l. Deficient Vehicle Condition

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

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Sunshine (South Whittier) Shuttle Service  
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If Contractor has documentation indicating that the condition of the vehicle cannot be corrected due to the unavailability of parts, cleaning tools or other reasons beyond the Contractor's control, then Contract Manager may waive the liquidated damages until the parts are available.

m. Vehicle Emissions (Engine Smog)

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

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

If the Contractor does not submit any required smog check certificates to the Contract Manager bi-annually (every 2 years) within 30 days after State vehicle emissions testing has been performed, the Contractor may be assessed \$200 in liquidated damages per Service Vehicle for which a smog check certificate was not submitted. The Contractor shall provide a Service Vehicle at no charge to the County if and when the County or Contractor takes a County Service Vehicle to have an emission check performed and/or make repairs to the Service Vehicle before passing an emission check.

n. Permanent Vehicle Rejection

In the event any Service Vehicle is rejected permanently by Contract Manager as a result of vehicle condition, Contractor may be assessed \$200 per day per vehicle, up to a maximum of \$2,000 per Service Vehicle per month in liquidated damages until vehicle is replaced with a vehicle that is satisfactory to the Contract Manager.

o. Incorrectly Set Destination Signs

In the event any Service Vehicle displays an incorrect destination sign while in service or if it fails to display the "Not in Service" sign when it is not in revenue Service, liquidated damages of \$50 per Service Vehicle per day may be assessed for the first occurrence, \$75 per Service Vehicle per day for the second occurrence, and \$100 per Service Vehicle per day for each future occurrence within each contract year.

p. County Service Vehicle Warranty

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

q. Off-Routing

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

r. Controlled Substance and Alcohol Testing

The Contractor shall report results of random testing and other associated tests to the County on a quarterly basis on the form shown in Exhibit O.1, Controlled Substance and Alcohol Testing Program. Such reports shall be submitted to the County within 15 days after the end of the quarter. Liquidated damages of \$50 per calendar day (including non-business days, weekends, and holidays) may be assessed for late reports.

s. Maintenance Personnel

All maintenance on Service Vehicles shall be performed by ASE H-4 ASE Transit Bus Brake Test certified personnel and Section 609 of the Clean Air Act certified personnel as specified in this Exhibit. If maintenance personnel are not ASE H-4 ASE Transit Bus Brake Test

## EXHIBIT A.1 (SUPPLEMENTAL)

certified or fail to obtain certification within 12 months of the date of hire or the start of the contract, whichever occurs last, and Section 609 of the Clean Air Act certified, liquidated damages of \$500 per maintenance employee per month may be assessed.

t. Trips Not Made

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

u. Non-ADA Service Vehicle

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

v. Violation of Storage and Maintenance Facilities

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

w. Storage of County Service Vehicles

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

x. Implementation of E-mail and Internet Access

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

y. 24-Hour Emergency Contact

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Sunshine (South Whittier) Shuttle Service  
(BRC0000416)

## EXHIBIT A.1 (SUPPLEMENTAL)

If the Contractor fails to return a call to the Contract Manager within one hour after being requested in accordance with this Exhibit's Section E.3, Communication Equipment, the Contractor may be assessed \$200 in liquidated damages per occurrence.

z. Unresolved Service Vehicle Claims

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

aa. Service Vehicle Transfer Audit

At the discretion of the County, the Contractor may be required to transfer County Service Vehicles to another Service Contractor. The Contract Manager may schedule a pre-transfer inspection and a final transfer inspection. The Contractor assuming responsibility for the County Service Vehicles (New Contractor) shall conduct both inspections. The current Contractor shall have appropriate staff on-site to review work identified. It is the responsibility of the current Contractor to ensure that County Service Vehicles are in good mechanical condition and have good, clean appearances. The current Contractor must ensure that each vehicle's brakes and tires meet the minimum requirements specified in Exhibit M.1, Preventive Maintenance.

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

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

## EXHIBIT A.1 (SUPPLEMENTAL)

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

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

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

bb. Health, Safety, and Comfort

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

cc. Personnel

Contractor shall not, absent prior written notice to and consent by County, remove or reassign any of the key management personnel, such as the Project Manager or Maintenance Manager, at any time prior to or after execution of this Contract. In the event any key management personnel are removed or reassigned prior to or after execution of this Contract without prior written notice and consent by County, liquidated damages in the amount of \$1,000 per staff member may be assessed.

dd. Timely Repairs to County-Provided Service Vehicles

Contractor shall make every effort to repair County Service Vehicles in a timely manner to maintain proper operating and appearance standards. Repairs to County Service Vehicles shall be completed within a reasonable time frame. In the event any County Service Vehicle is removed from Service and remains out of service for six consecutive service days or 10 days within a 30-day period, the



## EXHIBIT A.1 (SUPPLEMENTAL)

Contractor may be assessed \$200 in liquidated damages per Service Vehicle per Service day up to a maximum of \$2,000 per Service Vehicle per month.

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

ee. Interruption of Revenue Service to Refuel Service Vehicles

Contractor shall ensure that vehicles are fueled before being placed into revenue service. In the event any Service Vehicle causes an interruption in revenue service because it must be refueled, Contractor may be assessed liquidated damages of \$200 per vehicle for each occurrence up to a maximum of \$2,000 per month.

ff. Marketing and Advertising

Contractor shall ensure that each vehicle maintains an adequate supply of service brochures while operating in revenue service. If Contractor fails to comply, liquidated damages in the amount of \$100 per Service Vehicle per occurrence may be assessed.

If Contractor has documentation, which indicates prior notice had been provided stating they had exhausted their supply of service brochures, then Contract Manager may waive the liquidated damages.

gg. Fines by Regulatory and Governmental Agencies

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

hh. AVL Devices

The Contractor is not to handle or disconnect any AVL device installed on a County Service Vehicle. If an AVL device is damaged, removed, disconnected, lost, or stolen, the Contractor may be assessed \$100 in liquidated damages per AVL device per Service day after the 2-week period following date of loss/damage (unless

## EXHIBIT A.1 (SUPPLEMENTAL)

additional time is approved by County for unforeseen circumstances), until the AVL device is replaced.

4. In addition to the above, Public Works may use Exhibit F.1A, Performance Requirements Summary to evaluate Contractor's performance.

### Z. Contractor's Quality Control Plan

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

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

### AA. Request of Work from Contractor

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

### BB. Contract Cost

All services required in this Exhibit A.1 (Supplemental), Scope of Work, shall be included in the price quoted by the Contractor in Form PW-2, Schedule of Prices, unless stated otherwise in the Contract.

**CC. Gratuities**

1. Contractor is advised that it is improper for any County officer, employee, or agent to solicit consideration, in any form, from Contractor with the implication, suggestion, or statement that Contractor's provision of the consideration, or failure to provide consideration, may cause favorable or unfavorable treatment, respectively, for the Contractor relating to the amendment or extension of the Contract or the making of any determinations with respect to Contractor's performance under this Contract. A Contractor shall not offer or give, either directly or through an intermediary, such improper consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment as described herein.
2. A Contractor shall immediately report any attempt by a County officer, employee, or agent 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 (800) 544-6861.
3. Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.
4. Note that Contractor's failure to adhere to this requirement could subject this Contract to termination for improper consideration under Section 3 Termination/Suspensions of Exhibit B.

**DD. Federally Funded Work**

This provision will apply when federally funded or potentially federally funded work is needed by County. In accordance with Federal Executive Order 12549 and 12689 (Debarment and Suspension), individuals or entities that have been debarred by the Federal government may not receive work under this Contract as a Contractor or Subcontractor. Contractors and/or Subcontractors listed on the governmental exclusions in the System for Award Management (SAM) are not eligible to receive federally funded work under this contract. See Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension". The SAM exclusions contains the names of parties debarred, suspended, or otherwise excluded by Federal agencies as well as parties declared ineligible under statutory or regulatory authority.

## EXHIBIT A.1 (SUPPLEMENTAL)

For federally funded work, the Contract Manager will, before assigning work to the Contractor, verify that the Contractor is not listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects. For your reference, a List of Debarred Contractors by U.S. Department of Labor's (DOL) Office of Federal Contract Compliance Programs (OFCCP) may be obtained by going to the following website: <https://sam.gov/content/home>.

If the Contractor is listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects, then said Contractor will not be offered the work. The Contract Manager will notify the Contractor of their negative standing in the SAM. The Contract Manager will also notify the Contractor of their ineligibility to receive any federally funded work under this contract, until the Contractor is able to satisfactorily correct the issue. The Contractor shall notify the Contract Manager when the Contractor has corrected their negative standing in the SAM, and the Contractor is no longer listed on the governmental exclusions in the SAM.

If the Contractor is **not** listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects, Public Works may offer said Contractor the federally funded work.

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## **EXHIBIT A.2**

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**INTENTIONALLY OMITTED**

**FORM PW-2.1**  
**INITIAL TERM**  
 (Estimated 6 months)

**SCHEDULE OF PRICES  
 FOR**

**SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE (BRC0000416)**

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

By submission of this Bid, Bidder certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.

Item	Description	Hourly Rate	Estimated Annual Hours	Annual Price (Hourly Rate x Estimated Annual Hours)
1	Rate for County-Owned Service Vehicle	109.80	8,586	\$ 942,742.80
2	Rate for Contractor-Provided Service Vehicle <sup>1</sup>	131.33	954	\$ 125,288.82
ESTIMATED TOTAL ANNUAL HOURS			9,540	
TOTAL PROPOSED ANNUAL PRICE				\$ 1,068,031.62

<sup>1</sup>It is estimated that Contractor provided vehicles may be needed in place of County provided vehicles for 10% of the total annual hours.

**SCHEDULE OF PRICES  
FOR****SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE (BRC0000416)**

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

By submission of this Bid, Bidder certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.

Item	Description	Hourly Rate	Estimated Annual Hours	Annual Price (Hourly Rate x Estimated Annual Hours)
1	Rate for County-Owned Service Vehicle	115.53	17,172	\$ 1,983,881.16
2	Rate for Contractor-Provided Service Vehicle <sup>1</sup>	138.18	1,908	\$ 263,647.44
ESTIMATED TOTAL ANNUAL HOURS			19,080	
TOTAL PROPOSED ANNUAL PRICE				\$ 2,247,528.60

<sup>1</sup>It is estimated that Contractor-provided vehicles may be needed in place of County-provided vehicles for 10% of the total annual hours.

**SCHEDULE OF PRICES  
FOR****SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE (BRC0000416)**

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

By submission of this Bid, Bidder certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.

Item	Description	Hourly Rate	Estimated Annual Hours	Annual Price (Hourly Rate x Estimated Annual Hours)
1	Rate for County-Owned Service Vehicle	120.15	17,172	\$ 2,063,215.80
2	Rate for Contractor-Provided Service Vehicle <sup>1</sup>	143.69	1,908	\$ 274,160.52
ESTIMATED TOTAL ANNUAL HOURS			19,080	
TOTAL PROPOSED ANNUAL PRICE				\$ 2,337,376.32

<sup>1</sup>It is estimated that Contractor-provided vehicles may be needed in place of County-provided vehicles for 10% of the total annual hours.



**SCHEDULE OF PRICES  
FOR****SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE (BRC0000416)**

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

By submission of this Bid, Bidder certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.

Item	Description	Hourly Rate	Estimated Annual Hours	Annual Price (Hourly Rate x Estimated Annual Hours)
1	Rate for County-Owned Service Vehicle	124.95	17,172	\$ 2,145,641.40
2	Rate for Contractor-Provided Service Vehicle <sup>1</sup>	149.45	1,908	\$ 285,150.60
ESTIMATED TOTAL ANNUAL HOURS			19,080	
TOTAL PROPOSED ANNUAL PRICE				\$ 2,430,792.00

<sup>1</sup>It is estimated that Contractor-provided vehicles may be needed in place of County-provided vehicles for 10% of the total annual hours.

**SCHEDULE OF PRICES  
FOR****SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE (BRC0000416)**

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

By submission of this Bid, Bidder certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.

Item	Description	Hourly Rate	Estimated Annual Hours	Annual Price (Hourly Rate x Estimated Annual Hours)
1	Rate for County-Owned Service Vehicle	129.95	17,172	\$ 2,231,501.40
2	Rate for Contractor-Provided Service Vehicle <sup>1</sup>	155.42	1,908	\$ 296,541.36
ESTIMATED TOTAL ANNUAL HOURS			19,080	
TOTAL PROPOSED ANNUAL PRICE				\$ 2,528,042.76

<sup>1</sup>It is estimated that Contractor-provided vehicles may be needed in place of Countyprovided vehicles for 10% of the total annual hours.

**FORM PW-2.6  
SUMMARY SHEET**

**SCHEDULE OF PRICES  
FOR  
SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE (BRC0000416)**

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

By submission of this Bid, Bidder certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.

	TERMS	ANNUAL PRICE FOR EACH TERM
1	SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE - INITIAL TERM (ESTIMATED 6 MONTHS)	\$1,068,031.62
2	SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE - OPTION YEAR 1	\$2,247,528.60
3	SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE - OPTION YEAR 2	\$2,337,376.32
4	SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE - OPTION YEAR 3	\$2,430,792.00
4	SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE - OPTION YEAR 4	\$2,528,042.76
TOTAL PRICE FOR YEARS 1 THROUGH 5		\$10,611,771.30
AVERAGE TOTAL PRICE FOR YEARS 1 THROUGH 5 (TOTAL PRICE FOR YEARS 1 THROUGH 5 ÷ 4 1/2 YEARS)		\$2,358,171.40

LEGAL NAME OF BIDDER		
Southland Transit, Inc.		
BIDDER'S ADDRESS:		
3650 Rockwell Avenue, El Monte, CA 91731		
E-MAIL		
<a href="mailto:jason@southlandtransit.com">jason@southlandtransit.com</a>		
PHONE	MOBILE	DATE
(626) 258-1387	(831) 718-7405	November 29, 2023



Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; and estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form PW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the proposal.

Jason Snow, Vice President/COO

Name of Proposer

**Signature**

**Date** April, 24 2023

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE (BRC000416)  
BIDDER: Southland Transit, Inc.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ANNUAL HOURS (52 x Hrs Per Wk)	HOURLY WAGE RATE	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Drivers	-	84.18	84.18	84.18	84.18	84.18	84.18	505.08	26,264.16	\$ 24.02	\$ 630,865.12
Project Manager	-	3.20	3.20	3.20	3.20	3.20	-	16.00	832.00	\$ 43.68	\$ 36,341.76
Field Supervision	-	8.00	8.00	8.00	8.00	8.00	-	40.00	2,080.00	\$ 24.02	\$ 49,961.60
Mechanics	-	8.35	6.00	6.00	6.00	6.00	6.00	38.35	1,994.20	\$ 34.94	\$ 69,677.35
Service Workers	-	1.33	1.33	1.33	1.33	1.33	1.33	7.98	414.96	\$ 26.21	\$ 10,876.10
Maintenance Manager	-	0.80	0.80	0.80	0.80	0.80	-	4.00	208.00	\$ 37.13	\$ 7,723.04
Accounting/Clerical	-	3.20	3.20	3.20	3.20	3.20	-	16.00	832.00	\$ 24.02	\$ 19,984.64
Project Safety Official	-	0.80	0.80	0.80	0.80	0.80	-	4.00	208.00	\$ 37.13	\$ 7,723.04
Comments/Notes:										Total Annual Salaries	\$ 833,152.65
**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATES IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS, OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.										1) Vacations, Sick Leave, Holiday	\$ 211,334.75
										2) Health Insurance	\$ 36,104.86
										3) Payroll Taxes & Workers' Compensation	\$ 169,933.07
										4) Welfare and Pension	\$
										Total Annual Employee Benefits (1+2+3+4)	\$ 417,372.68
Note 1: Fuel Cost included in Line 5										5) Equipment Costs	\$ 394,255.32
Note 2: Facility and Liability Insurance Costs included in Line 7										6) Service and Supply Costs	\$ 140,915.58
										7) General and Administrative	\$ 459,870.77
										8) Profit	\$ 91,809.32
										Total Annual Other Costs (5+6+7+8+9)	\$ 1,086,850.99
										TOTAL ANNUAL PRICE	\$ 2,337,376.32

\* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

\*\* Living Wage Rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your Bid to rejection.

Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; and estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the proposal.

Jason Snow, Vice President/COO

Name of Proposer

Signature

April, 24 2023

Date

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE (BRC000416)  
 BIDDER: Southland Transit, Inc.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ANNUAL HOURS (52 x Hrs Per Wk)	HOURLY WAGE RATE	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Drivers	-	84.18	84.18	84.18	84.18	84.18	84.18	505.08	26,264.16	\$ 24.98	\$ 656,078.72
Project Manager	-	3.20	3.20	3.20	3.20	3.20	3.20	-	16.00	\$ 45.43	\$ 37,797.76
Field Supervision	-	8.00	8.00	8.00	8.00	8.00	8.00	-	40.00	\$ 24.98	\$ 51,958.40
Mechanics	-	8.35	6.00	6.00	6.00	6.00	6.00	6.00	38.35	\$ 36.34	\$ 72,469.23
Service Workers	-	1.33	1.33	1.33	1.33	1.33	1.33	1.33	7.98	\$ 27.26	\$ 11,311.81
Maintenance Manager	-	0.80	0.80	0.80	0.80	0.80	0.80	-	4.00	\$ 38.61	\$ 8,030.88
Accounting/Clerical	-	3.20	3.20	3.20	3.20	3.20	3.20	-	16.00	\$ 24.98	\$ 20,783.36
Project Safety Official	-	0.80	0.80	0.80	0.80	0.80	0.80	-	4.00	\$ 38.61	\$ 8,030.88
Comments/Notes:											
Total Annual Salaries											
1) Vacations, Sick Leave, Holiday											
2) Health Insurance											
3) Payroll Taxes & Workers' Compensation											
4) Welfare and Pension											
Total Annual Employee Benefits (1+2+3+4)											
5) Equipment Costs											
6) Service and Supply Costs											
7) General and Administrative											
8) Profit											
Total Annual Other Costs (5+6+7+8+9)											
TOTAL ANNUAL PRICE											
\$ 2,430,792.00											



STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE (BRC000416)  
BIDDER: Southland Transit, Inc.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ANNUAL HOURS (52 x Hrs Per Wk)	HOURLY WAGE RATE	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Drivers	-	84.18	84.18	84.18	84.18	84.18	84.18	505.08	26,264.16	\$ 25.98	\$ 682,342.88
Project Manager	-	3.20	3.20	3.20	3.20	3.20	-	16.00	832.00	\$ 47.24	\$ 39,303.68
Field Supervision	-	8.00	8.00	8.00	8.00	8.00	-	40.00	2,080.00	\$ 25.98	\$ 54,038.40
Mechanics	-	8.35	6.00	6.00	6.00	6.00	6.00	38.35	1,994.20	\$ 37.80	\$ 75,380.76
Service Workers	-	1.33	1.33	1.33	1.33	1.33	1.33	7.98	414.96	\$ 28.35	\$ 11,764.12
Maintenance Manager	-	0.80	0.80	0.80	0.80	0.80	-	4.00	208.00	\$ 40.16	\$ 8,353.28
Accounting/Clerical	-	3.20	3.20	3.20	3.20	3.20	-	16.00	832.00	\$ 25.98	\$ 21,615.36
Project Safety Official	-	0.80	0.80	0.80	0.80	0.80	-	4.00	208.00	\$ 40.16	\$ 8,353.28
<b>Comments/Notes:</b>											
<b>Total Annual Salaries \$ 901,151.76</b>											
1) Vacations, Sick Leave, Holiday											
2) Health Insurance											
3) Payroll Taxes & Workers' Compensation											
4) Welfare and Pension											
<b>Total Annual Employee Benefits (1+2+3+4) \$ 451,430.29</b>											
5) Equipment Costs											
6) Service and Supply Costs											
7) General and Administrative											
8) Profit											
<b>Total Annual Other Costs (5+6+7+8+9) \$ 1,175,460.71</b>											
<b>TOTAL ANNUAL PRICE \$ 2,528,042.76</b>											

**\*\*Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATES IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS, OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.**

Note 1: Fuel Cost included in Line 5

Note 2: Facility and Liability Insurance Costs included in Line 7

\* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

\*\* Living Wage Rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your Bid to rejection.

Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; and estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the proposal.

Jason Snow, Vice President/COO

Name of Proposer

Signature

April 24 2023

Date



## SERVICE CONTRACT GENERAL REQUIREMENTS

### SECTION 1

#### INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

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

B. Definitions

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

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

Bid or Bid Submission. The response to an Invitation for Bids.

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

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

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

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

County. Includes County of Los Angeles, Los Angeles County Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer. Where the contracting party is a District, the term County includes the County and the contracting District.

Day. Calendar day(s) unless otherwise specified.

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

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

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

Employee Leasing. Any agreement to employ any worker, at any tier, that is not: a Subcontract, or is not a direct employee relationship with the Contractor or a Subcontractor.

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

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

Proposal. The written materials that a Proposer submits in response to this Request for Statement of Qualifications (Request for Statement of Qualifications).

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

Public Works. Los Angeles County Public Works.

Qualified Contractor. The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity deemed qualified upon evaluations with a score of at least 75 eligible to submit bids for services contracts solicited by the County.

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

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

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

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

C. Headings

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

## SECTION 2

### STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

#### A. Amendments

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

#### B. Assignment and Delegation

1. The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

2. Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties without such consent must be null and void. For purposes of this paragraph, County consent must require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. Any payments by County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims which Contractor may have against County.
3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of this Contract, which may result in the suspension or termination of this Contract. In the event of such a termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

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

D. Budget Reduction

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

E. Complaints

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

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

F. Compliance with Applicable Laws

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

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

G. Compliance with Civil Rights Laws

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

H. Confidentiality

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

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

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

I. Conflict of Interest

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

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

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



qualified permanent County employees who are targeted for layoff or qualified, former County employees who are on a reemployment list during the life of this Contract.

K. Consideration of Hiring GAIN and GROW Participants

1. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor must give consideration for any such employment openings to participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that Contractor will interview qualified candidates. County will refer GAIN and GROW participants by category to Contractor. Contractors must report all job openings with job requirements to: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) and [BSERVICES@opportunity.lacounty.gov](mailto:BSERVICES@opportunity.lacounty.gov) and DPSS will refer qualified GAIN/GROW job candidates.
2. In the event that both laid-off County employees and GAIN and GROW participants are available for hiring, County employees will be given first priority.

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

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

M. Contractor's Charitable Activities Compliance

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

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

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

O. County's Quality Assurance Plan

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

P. Damage to County Facilities, Buildings, or Grounds

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

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

Q. Employment Eligibility Verification

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

R. Counterparts and Electronic Signatures and Representations

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

S. Fair Labor Standards

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

T. Force Majeure

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

U. Governing Laws, Jurisdiction, and Venue

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

V. Most Favored Public Entity

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

W. Nondiscrimination and Affirmative Action

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

Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State antidiscrimination laws or regulations will constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.

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

X. Nonexclusivity

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

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

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

Z. Notice of Delays

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

AA. Notice of Disputes

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

BB. Notice to Employees Regarding the Federal Earned Income Credit

Contractor must notify its employees, and must 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 must be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

CC. Notices

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

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

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

DD. Publicity

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

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

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

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

EE. Public Records Act

1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Exhibit B, Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the RFSQ used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and must be regarded as public records, except those documents that are marked "Trade Secret," "Confidential," or "Proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "Trade Secret," "Confidential," or "Proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

FF. Record Retention and Inspection/Audit Settlement

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



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

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

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

GG. Recycled-Content Paper Products

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

HH. Contractor's Employee Criminal Background Investigation

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

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

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

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

II. Subcontracting

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

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

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

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

JJ. Validity

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

KK. Waiver

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

LL. Warranty Against Contingent Fees

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

MM. Time Off for Voting

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

seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

NN. Local Small Business Enterprise Utilization

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

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

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

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

OO. Compliance with County's Zero Tolerance Human Trafficking

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

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract.

County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

PP. Method of Payment and Required Information

The County may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due for goods and/or services provided under a Contract with the County. Proposers/Contractors further agree that the default form of payment must be EFT or direct deposit, unless an alternative method of payment is deemed appropriate by the A-C.

Upon Contract award and at the request of the A-C and/or Public Works, the Contractor must provide the A-C with electronic banking and related information for the Contractor and/or any other payee that the Contractor designates to receive payment pursuant to this Contract. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, recordkeeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments. Upon Contract award or at any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with Public Works, will decide whether to approve exemption requests.

QQ. Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Contractor's violation of this paragraph 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.

RR. Compliance with the County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its Subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

SS. Contractor Independence

A Contractor or its subsidiary or Subcontractor (Contractor), is prohibited from submitting a bid or proposal in a County solicitation if the Contractor has provided advice or consultation for the solicitation. A Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision will survive the expiration, or other termination of this Agreement

## SECTION 3

### TERMINATIONS/SUSPENSIONS

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

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

B. Termination/Suspension for Convenience

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



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

C. Termination/Suspension for Default

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

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

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

D. Termination/Suspension for Improper Consideration

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

E. Termination/Suspension for Insolvency

1. County may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:

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

F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

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

G. Termination/Suspension for Nonappropriation of Funds

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

## SECTION 4

### GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

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

B. Cooperation

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

C. Cooperation and Collateral Work

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

D. Equipment, Labor, Supervision, and Materials

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

E. Gratuitous Work

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

F. Jobsite Safety

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

G. Labor

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

H. Labor Law Compliance

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

I. Overtime

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

J. Permits/Licenses

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

K. Prohibition Against Use of Child Labor

1. Contractor must:

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

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

L. Public Convenience

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

M. Public Safety

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

N. Quality of Work

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

O. Quantities of Work

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

P. Safety Requirements

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

Q. Storage of Materials and Equipment

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

R. Transportation

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

S. Work Area Controls

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

T. CARD

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

## SECTION 5

### INDEMNIFICATION AND INSURANCE REQUIREMENTS

#### A. Independent Contractor Status

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

#### B. Indemnification

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

#### C. Workplace Safety Indemnification

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



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

D. General Insurance Requirements

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

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

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

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

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

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

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

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

execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

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

Employees, and Volunteers must be designated as an Additional Covered Party under any approved program.

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

E. Compensation for County Costs

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

F. Insurance Coverage Requirements

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

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

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

A certificate evidencing such insurance coverage and an endorsement naming the County as additional insured thereunder must be filed with the

Director prior to Contractor providing Service hereunder.

3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor is a temporary staffing firm or a Professional Employer Organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.
4. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

## SECTION 6

### CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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

B. Chapter 2.202 of the County Code

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

C. Nonresponsible Contractor

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

D. Contractor Hearing Board

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

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

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

E. Subcontractors of Contractor

These terms must also apply to Subcontractors of County Contractors.



F. Prohibition of Contract with Suspended, Debarred, Ineligible or Excluded Contractor by Federal or State Government

Contractor hereby acknowledges that County is prohibited from contracting with parties that are suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded Contracts. Further by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. During the term of this Contract, Contractor must immediately notify County's Compliance Manager in writing should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. Failure of Contractor to comply with this provision will constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

## SECTION 7

### COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

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

B. Written Employee Jury Service Policy

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

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

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

## SECTION 8

### SAFELY SURRENDERED BABY LAW PROGRAM

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

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Contractor, and its Subcontractor(s), can access posters and other campaign material at [www.babysafela.org](http://www.babysafela.org).

B. Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor must notify and provide to its employees, and must require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is available on the Internet at [www.babysafela.org](http://www.babysafela.org).

## SECTION 9

### COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Form LW-1 and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of County Code), Contractor must pay its Employees no less than the applicable hourly living wage rate, as set forth in Form LW-3, Living Wage Rate Annual Adjustments, for the Employees' services provided to County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B under this Contract.
2. For purposes of this Section, "Contractor" includes any Subcontractor engaged by Contractor to perform services for County under this Contract. If Contractor uses any Subcontractor to perform services for County under this Contract, the Subcontractor must be subject to the provisions of this Section. The provisions of this Section must be inserted into any such Subcontract and a copy of the Living Wage Program must be attached to the Subcontract. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time or part-time services to Contractor, which are provided to County under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
3. If Contractor is required to pay a living wage when this Contract commences, Contractor must 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 must have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor must immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if

Contractor no longer qualifies for the exception to the Living Wage Program. In either event, Contractor must immediately be required to commence paying the living wage and must be obligated to pay the living wage for the remaining term of this Contract, including any option period. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for the exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor must immediately be required to pay the living wage for the remaining term of this Contract, including any option period.

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

C. Contractor's Submittal of Certified Monitoring Reports

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

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

During the term of this Contract, if Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim")

concerning any alleged labor law/payroll violation (including, but not limited to, any violation or claim pertaining to wages, hours, and working conditions, such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), Contractor must immediately inform County of any pertinent facts known by Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of Contractor's Contract with County, but instead applies to any labor law/payroll violation or claim arising out of any of Contractor's operation in California.

E. County Auditing of Contractor Records

Upon a minimum of 24 hours' written notice, County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of five years from the date of final payment under this Contract. Authorized agents of County will 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 must place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor must also distribute County-provided notices to each of its Employees at least once per year. Contractor must translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

G. Enforcement and Remedies

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

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency will constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:
  - a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the

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

- b. **Liquidated Damages:** It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until County has been provided with a properly prepared, complete, and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
  - c. **Termination/Suspension:** Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.
2. **Remedies for Payment of Less Than the Required Living Wage:** If Contractor fails to pay any Employee at least the applicable hourly living wage rate; such deficiency will constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:
- a. **Withholding Payment:** If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
  - b. **Liquidated Damages:** It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable



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

- c. Termination/Suspension: Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.
- 3. Debarment: In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Section 2.202, Determinations of Contractor Nonresponsibility and Contractor Debarment.

H. Use of Full-Time Employees

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

I. Contractor Retaliation Prohibited

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

breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.

J. Contractor Standards

During the term of this Contract, Contractor must maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by County, Contractor must demonstrate to the satisfaction of County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor must 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 must not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

## SECTION 10

### SOCIAL ENTERPRISE PREFERENCE PROGRAM

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

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

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

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

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

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

## SECTION 11

### LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

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

## SECTION 12

### DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise (DVBE) Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- B. Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- C. Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- D. If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, must:
  - 1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded.
  - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract.
  - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. Notwithstanding any other remedies in this contract, the above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

SECTION 13

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX  
REDUCTION PROGRAM

A. Defaulted Property Tax Reduction Program

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

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

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

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

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

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

SECTION 14

DISPLACED TRANSIT EMPLOYEE PROGRAM

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

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

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

E. Termination for Breach

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





Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2021)

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

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#### What Is the EIC?

The EIC is a refundable tax credit for certain workers.

#### Which Employees Must I Notify About the EIC?

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

**Note:** You are encouraged to notify each employee whose wages for 2021 are less than \$57,414 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following.

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

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you

must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2022.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at [www.irs.gov/FormsPubs](http://www.irs.gov/FormsPubs). Or you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to order it.

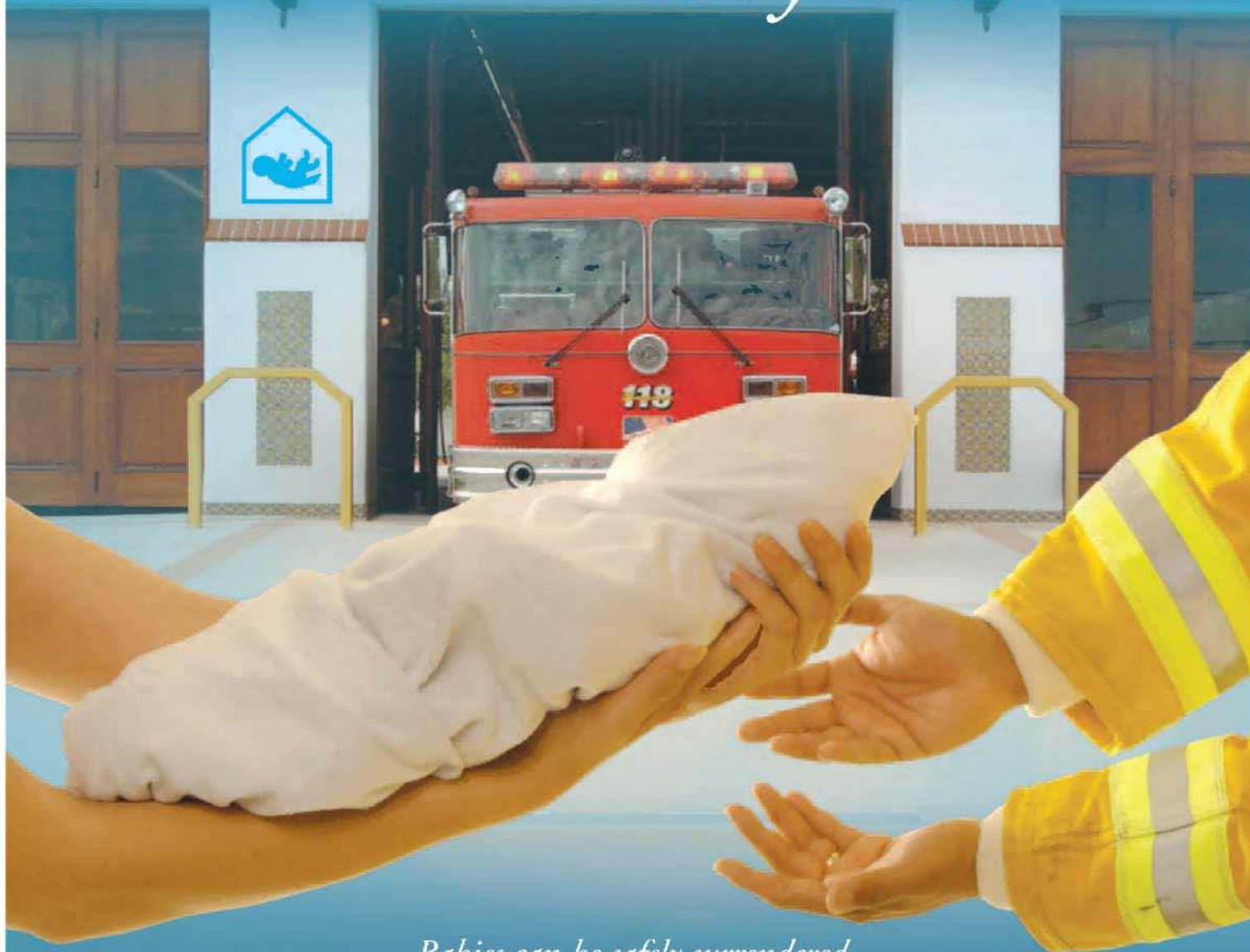
#### How Will My Employees Know if They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the Instructions for Forms 1040 and 1040-SR.

#### How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2021 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2021 and owes no tax but is eligible for a credit of \$800, he or she must file a 2021 tax return to get the \$800 refund.

# *Safely* Surrendered *Baby Law*



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

No shame. No blame. No names.

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

[www.babysafela.org](http://www.babysafela.org)





# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

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

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

## How does it work?

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

## What if a parent wants the baby back?

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

## Can only a parent bring in the baby?

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

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

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

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

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

## What happens to the baby?

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

## What happens to the parent or surrendering adult?

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

## Why is California doing this?

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

## A baby's story

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





# *Ley de* Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

[www.babysafela.org](http://www.babysafela.org)





# Ley de Entrega de Bebés Sin Peligro

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

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

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

## ¿Cómo funciona?

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

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

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

## ¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

## ¿Qué pasará con el bebé?

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

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

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

## ¿Por qué se está haciendo esto en California? ?

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

## Historia de un bebé

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



**Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

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

**2.206.010 Findings and declarations.**

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

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

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

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

**2.206.030 Applicability.**

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

**2.206.040 Required solicitation and Contract language.**

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

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

**2.206.050 Administration and compliance certification.**

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

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

**2.206.060 Exclusions/Exemptions.**

A. This chapter shall not apply to the following Contracts:

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



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

**2.206.070 Enforcement and remedies.**

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

**2.206.080 Severability.**

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

## PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
<b>A. SCOPE OF WORK</b>				
1. Fines by Regulatory and Governmental Agencies	Fined by a local, regional, State, or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Violation of the National Pollutant Discharge Elimination System	Discharge of debris into storm drains and/or gutter.	\$500 per occurrence plus any fines by regulatory and governmental agencies plus any remediation cost; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>B. REPORTS/DOCUMENTATIONS</b>				
1. Daily/Weekly/Monthly/Quarterly Reports	Submitted to Contract Manager daily/weekly/monthly report.	\$50 per day per report that is late or not submitted.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Special Reports As Needed	Filed within time frame requested.	\$50 per day per report that is late or not submitted.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

## PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
<b>C. EMPLOYEES</b>				
1. Contractor's Employee Criminal Background Investigation	Prior to the start of the contract and continuation of the contract the contractor shall certify all employees who are in a designated sensitive position has passed a fingerprints background check submitted to the California Department of Justice to include State, local, and federal-level review, as required by the Contract. Employees who <u>do not</u> pass or is not certified shall be immediately removed.	\$100 per employee per day who is not certified as passing the background check.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Employees Well Oriented To Job	Employees must have thorough knowledge of facility and its needs.	\$50 per error resulting from lack of orientation; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Staffing	Staffing levels are equal or exceed contract requirements.	\$50 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Photo I.D. Badges	Photo I.D. Badges worn by all employees on the job at all times.	\$50 per employee, per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Uniform	Uniforms worn by all day time employees on the job.	\$50 per employee, per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No	

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

### PERFORMANCE REQUIREMENTS SUMMARY

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

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

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

## PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
5. Provide Adequate Supervision and Training	Contract specifications met.	\$50 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Project Safety Official	Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices.	\$200 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>E. CONTRACT ADMINISTRATION</b>				
1. Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis there-after.	\$200 per day; work/contract; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in contract.	\$200 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Use of Subcontractor without Approval and/or Authorization.	Obtain County's written approval prior to subcontracting any work.	\$500 per occurrence; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. License and Certification	All license and certifications required to perform the work, if any.	\$200 per day; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Assignment and Delegation	Contractor shall not assign its rights or delegate its duties	\$200 per day the County is not informed of this	<input type="checkbox"/> Yes <input type="checkbox"/> No	

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

## PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
	under this Contract, or both, whether in whole or in part, without the prior written consent of County.	change; possible suspension; possible termination for default of contract.	<input type="checkbox"/> N/A	
6. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$500 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

## **Sunshine (South Whittier) Shuttle Service**

### **SERVICE ROUTE, SCHEDULE, AND FARE**

#### **ROUTES A AND B**

**Days and Hours of Service:** Monday through Friday from 5:30 a.m. to 8 p.m. and on Saturday from 7:30 a.m. to 6 p.m.

**Holidays with no Service:** The six holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

**Service Frequency:** The service frequency is 45-60 minutes.

**Fare Structure:** The cash fare is \$0.25 per trip. We also accept as paid fare Metro 30-Day, EZ and Go Rio passes. Seniors (ages 60 and over), children under age five and persons with disabilities ride for free.

**Number of Service Vehicles:** Four

#### **Key Destinations Served:**

- Sorensen, Amelia Mayberry, Adventure, and Parnell Parks
- Gateway Plaza
- Community Resource Center
- Whittwood Town Center
- PIH Health
- South Whittier Educational Center
- Kindred Hospital – La Mirada
- Home Depot Shopping Center
- Pediatric Care – Whittwood Medical Office Building
- Santa Fe Springs Market Place
- Los Nietos Community and Senior Center

**SERVICE ROUTE, SCHEDULE, AND FARE**

**ROUTE C**

**Days and Hours of Service:** Monday through Friday from 10:00 a.m. to 6:00 p.m.

**Holidays with no Service:** The six holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

**Service Frequency:** The service frequency is 30 minutes.

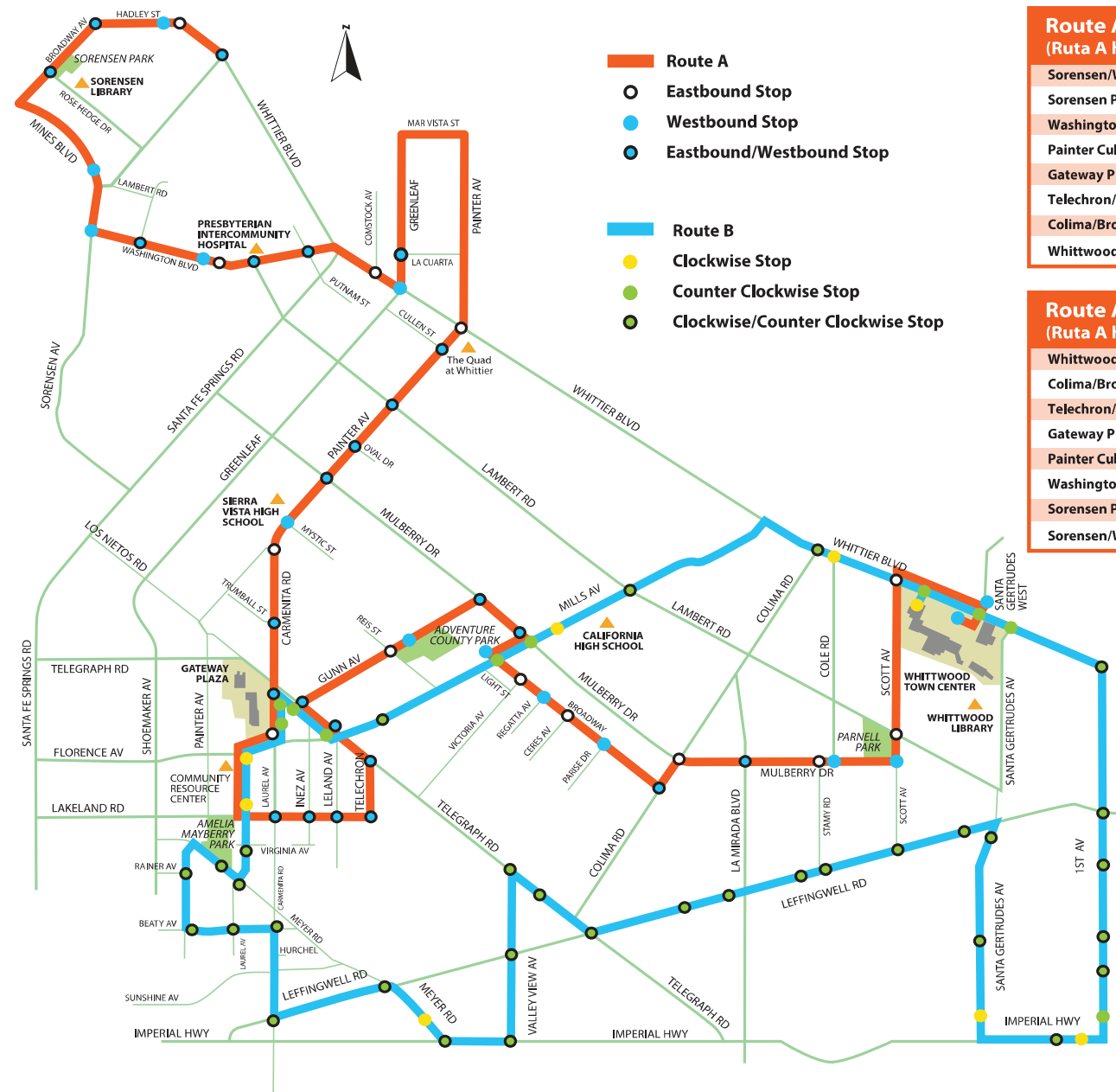
**Fare Structure:** There is no charge.

**Number of Service Vehicles:** One

**Key Destinations Served:**

- Los Nietos Community and Senior Center
- Sorensen Park





### Route A Eastbound (Ruta A hacia el este)

Sorensen/Whittier	6:00	7:10	8:20	9:30	10:40	11:50	1:00	2:10	3:20	4:30	5:40	6:50
Sorensen Park	6:05	7:15	8:25	9:35	10:45	11:55	1:05	2:15	3:25	4:35	5:45	6:55
Washington/Lambert	6:10	7:20	8:30	9:40	10:50	12:00	1:10	2:20	3:30	4:40	5:50	7:00
Painter Cullen	6:25	7:35	8:45	9:55	11:05	12:15	1:25	2:35	3:45	4:55	6:05	7:15
Gateway Plaza	6:35	7:45	8:55	10:05	11:15	12:25	1:35	2:45	3:55	5:05	6:15	7:25
Telechron/Lakeland	6:40	7:50	9:00	10:10	11:20	12:30	1:40	2:50	4:00	5:10	6:20	7:30
Colima/Broadway	6:55	8:05	9:15	10:25	11:35	12:45	1:55	3:05	4:15	5:25	6:35	7:45
Whittwood Town Center	7:05	8:15	9:25	10:35	11:45	12:55	2:05	3:15	4:25	5:35	6:45	7:55

### Route A Westbound (Ruta A hacia el oeste)

Whittwood Town Center	6:00	7:10	8:20	9:30	10:40	11:50	1:00	2:10	3:20	4:30	5:40	6:50
Colima/Broadway	6:05	7:15	8:25	9:35	10:45	11:55	1:05	2:15	3:25	4:35	5:45	6:55
Telechron/Lakeland	6:10	7:20	8:30	9:40	10:50	12:00	1:10	2:20	3:30	4:40	5:50	7:00
Gateway Plaza	6:25	7:35	8:45	9:55	11:05	12:15	1:25	2:35	3:45	4:55	6:05	7:15
Painter Cullen	6:35	7:45	8:55	10:05	11:15	12:25	1:35	2:45	3:55	5:05	6:15	7:25
Washington/Lambert	6:40	7:50	9:00	10:10	11:20	12:30	1:40	2:50	4:00	5:10	6:20	7:30
Sorensen Park	6:55	8:05	9:15	10:25	11:35	12:45	1:55	3:05	4:15	5:25	6:35	7:45
Sorensen/Whittier	7:05	8:15	9:25	10:35	11:45	12:55	2:05	3:15	4:25	5:35	6:45	7:55

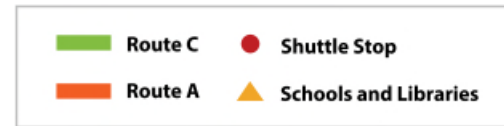
### Route B (Ruta B)

departure time (hora de salidas)

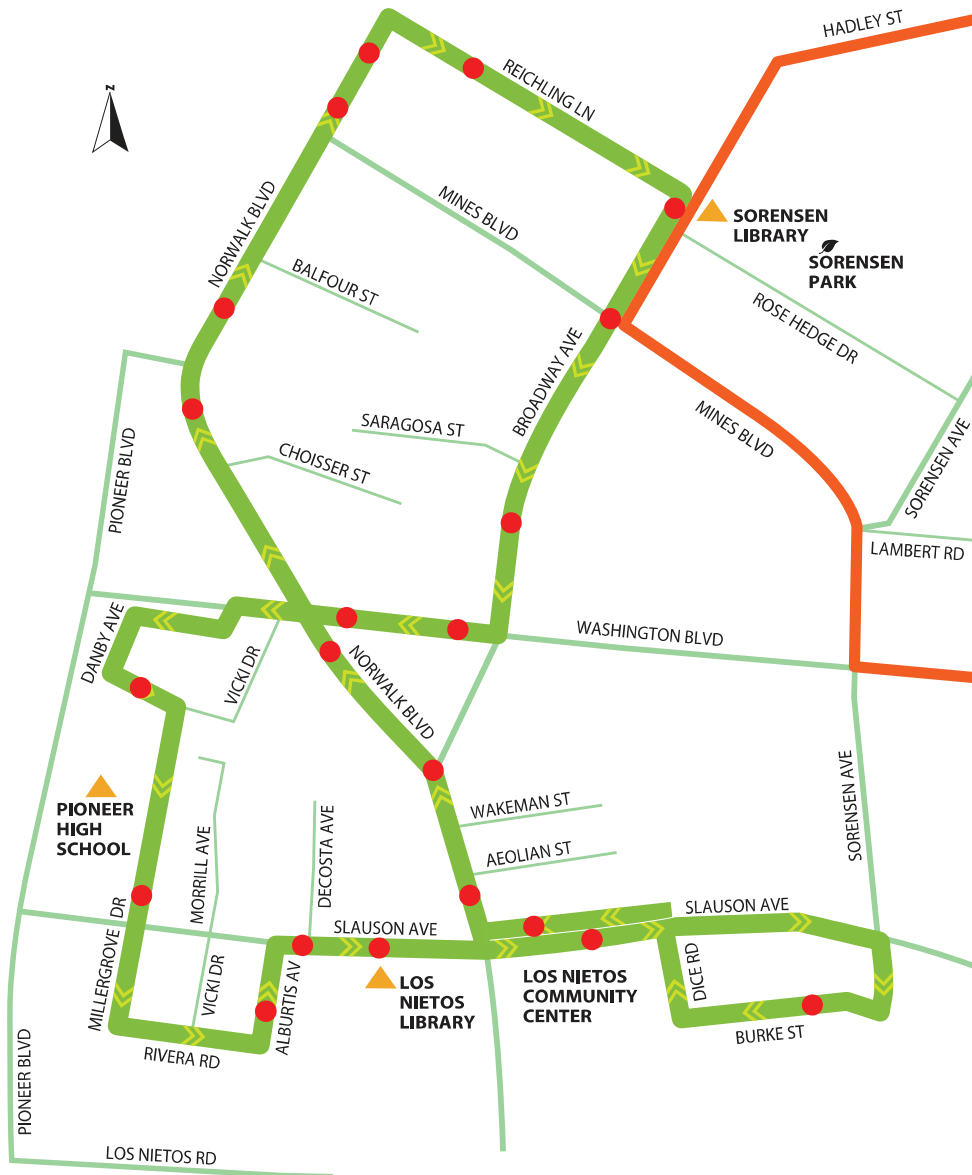
Clockwise Counter Clockwise

Whittwood Town Center	:45	:15
1st Av/Leffingwell	:50	:10
Santa Gertrudes/Mid Block	:55	:05
Imperial Hwy/Valley View	:05	:55
Beaty/Carmenita	:10	:50
Gateway Plaza	:15	:45
California High School	:20	:40
Whittier Blvd/Colima	:25	:35
Whittwood Town Center	:30	:30





Route C (Ruta C)														
Sorensen Park	AM 10:00	AM 10:30	AM 11:00	AM 11:30	PM 12:00	PM 1:30	PM 2:00	PM 2:30	PM 3:00	PM 3:30	PM 4:00	PM 4:30	PM 5:00	PM 5:30
Pioneer High School	10:10	10:40	11:10	11:40	12:10	1:40	2:10	2:40	3:10	3:40	4:10	4:40	5:10	5:40
Los Nietos Middle School	10:15	10:45	11:15	11:45	12:15	1:45	2:15	2:45	3:15	3:45	4:15	4:45	5:15	5:45
Los Nietos Community Center	10:20	10:50	11:20	11:50	12:20	1:50	2:20	2:50	3:20	3:50	4:20	4:50	5:20	5:50
Norwalk Blvd/ Washington Blvd	10:25	10:55	11:25	11:55	12:25	1:55	2:25	2:55	3:25	3:55	4:25	4:55	5:25	5:55
Sorensen Park	10:30	11:00	11:30	12:00	12:30	2:00	2:30	3:00	3:30	4:00	4:30	5:00	5:30	6:00



## COUNTY-PROVIDED SERVICE VEHICLES SPECIFICATIONS

### A. County-Provided Service Vehicles Information

The following County-Provided Vehicles are currently assigned to the Sunshine (South Whittier) Shuttle Service:

<u>Vehicle ID</u>	<u>Make</u>	<u>Model</u>	<u>Year</u>	<u>VIN #</u>	<u>Fuel</u>	<u>Mileage</u>
1. L314	El Dorado	Axess	2013	1N9AMALG3DC084052	CNG	459,836 as of January 2023
2. L315	El Dorado	Axess	2013	1N9AMAIG5DC084053	CNG	501,353 as of January 2023
3. L316	El Dorado	Axess	2015	1N9AMALG5FC084038	CNG	413,320 as of January 2023
4. L317	El Dorado	Axess	2015	1N9AMALG3FC084037	CNG	388,103 as of January 2023
5. L206	Chevrolet	C4500	2010	1GB9G5AG1A1104623	Propane	170,911 as of January 2023
6. L309	El Dorado	EZ Rider II	2006	1N9MLABG06C084062	Propane	570,535 as of January 2023

### B. County-Provided Service Vehicles Specifications

#### 1. 2015 El Dorado National Axess 35-Foot Front Door Body (CNG)

##### a. Mechanical

- 215-inch Wheelbase
- Cummins ISL 280hp CNG
- Allison B400R Transmission – (Retarder All Off Brake)
- Air Compressor – (Engine Mounted)
- Rear Engine “Run” Box
- Electronic Throttle
- Engine Belt Guard
- CNG De-Fueling Port
- Air Dryer / Air Brakes / ABS Brake System
- Silicone Cooling Hoses – All
- Stainless Steel Radiator Tanks / Piping / Surge Tank
- Diagnostic Data Port in Rear Engine Compartment
- Exhaust Wrap
- Kneeling Front Suspension System
- Suspension Air
- Steering Column Tilt & Telescoping
- OEM Painted Steel Wheels
- Radial Tires – 305 (Michelin)
- Spare Tire and Wheel
- Front and Rear Help Bumpers and Mud Flaps
- Front Tow Eyes

##### b. Electrical

- High Idle Assembly
- Wiring Color Coded and Numbered
- Fluorescent Interior Lighting – (Night Run Front 2 Banks Off)
- Circuit Breaker Manual Reset
- Dual 8D Batteries on Stainless Steel Slide Tray

- 24-Volt Electrical System
  - Alternator Delco 50DN 24-Volt
  - I/O Controls Multiplex System G3 24-Volt
  - EMP Radiator to Modine Radiator and Electric Fans
  - Back-Up Alarm
  - Cummins Engine Protection w/Low Coolant Probe
  - Engine Hour Meter
  - Hubodometer Assembly
  - Turn Signals – Side / Front / Rear
  - Day/Night Run Switch w/Push Button Start
  - Armored Clearance Lighting
  - LED – Exterior Lighting
  - Rear Collision Avoidance Light
  - Daytime Running Lights
  - LED – Exterior Stepwell Lighting
  - LED – Overhead Light at Rear Step-Up
- c. Body
- Altro Flooring Material – Color (Storm)
  - Undercoated and Sealed Body
  - 3/4" Marine Grade Plywood - ACQ
  - Ziebart Undercoating – (Inside All Roll Cage Tubes)
  - Ceiling Grabrails – (Brushed)
  - Transpec Roof Hatch – (Rear Over 2<sup>nd</sup> Row of Seats)
  - Automotion Roller Blinds – (Driver Front and Side)
  - Intermittent Windshield Wipers
  - Interior Passenger View Mirror
  - Heated/Electric Rear View Mirrors – LED Turn Signals (BRT Style)
  - Entry Door – Hidden Toggle Switch
  - Air Operated – Vapor Slide-Glide Entry Door – (Ameriview Style)
  - All White Exterior Paint – (Standard White)
  - Deluxe Platinum Interior
- d. ADA Equipment
- Ricon Fold-Over Ramp
  - Yellow Standee Line
- e. Miscellaneous Equipment
- Center Rear Mud Flap
  - Raised Floor Step Lighting LED Strip Light - (Rear Riser)
  - Freedman Citiseat – Passenger Seats
  - Recaro Ergo Metro MCII Air Ride Drivers Seat – (Black Fabric)
  - Q'Straint 8100 – Wheelchair Tiedowns
  - Thermo King T-14 Roof Top HVAC System - R134A, X430 Compressor and Intelligaire II – (407c Freon)
  - Dash HVAC – (Heater, A/C, Defrost)
  - Dialight LED Driver Light
  - Ricon Extended 5 Year Ramp Warranty
- f. Additional Equipment
- 2nd CNG Pod (6 Tanks Total) – (Extended Range) (19,770 scf)
  - BRT Style Cap
  - BRT Integrated Entry Door
  - BRT – 3 Piece Windshield
  - Durabrand Tip-In Windows – (w/Diamond Guard Anti-Graffiti)
  - Driver's Seatbelt Alarm and Cushion Alarm
  - Hanover Electronic Signs - (Front/Side)

- “Stop Request” System
- Amerex Suppression/Detection System
- Sportworks Bike Rack – (Stainless Steel)
- Overhead Hand Straps
- Diamond 1-Vault Farebox and Rail
- Pre-Wire for GPS/AVL Antenna - (Pre-Wire Only)
- Two-Way Radio Pre-Wire – (Pre-Wire Only)
- Side Mirror and Back-Up Cameras
- 35’ Full Bus Wrap – (Long Term 180v3 8519 lam)
- Security Camera System – (4) Cameras, DVR (REI Buswatch)

2. 2013 El Dorado National Axxess 35-Foot Front Door Body (CNG)

a. Mechanical

- 215-inch wheelbase
- Cummins ISL 280 hp CNG
- Allison B400R transmission
- Air compressor – engine mounted
- Rear engine "run" box
- Electronic throttle
- Engine belt guard
- CNG defueling Port
- Air dryer/air brakes/ABS brake system
- Silicone cooling hoses – all
- Stainless steel radiator tanks/piping/surge tank
- Diagnostic data port in rear engine compartment
- Exhaust wrap
- Mechanical fan drive w/linig vibration dampener
- Kneeling front suspension system
- Suspension air
- Steering column tilt and telescoping
- OEM painted steel wheels
- Radial tires – 305 (Michelin)
- Spare tire and wheel
- Front and rear help bumpers and mud flaps
- Front tow eyes

b. Electrical

- High-idle assembly
- Wiring color coded and numbered
- Fluorescent interior lighting
- Circuit breaker manual reset
- Dual 8D batteries on stainless steel slide tray
- 24-volt electrical system
- Alternator, Delco 50DN 24-volt
- Backup alarm
- Cummins engine protection w/Llow coolant probe
- Engine hour meter
- Hubodometer assembly
- Turn signals – side/front/rear
- Day/night run switch w/push button start
- Armored clearance lighting
- Daytime running lights
- LED – exterior stepwell lighting
- LED – overhead light at rear step-up

c. Body

- Altro flooring material – color (storm)
- Undercoated and sealed body
- 3/4-inch marine grade plywood
- Ziebart undercoating - inside roll cage tubes
- Ceiling grab-rails
- Transpec roof hatch – rear over second row of seats
- Automotion roller blinds – driver front and side
- Tip-in transom passenger windows
- Intermittent windshield wipers
- Interior passenger view mirror
- Heated/electric rear view mirrors – LED turn signals (BRT Style)
- Entry door – hidden toggle switch
- Air operated – vapor slide-glide entry door – Ameriview style
- All white exterior paint – standard white
- Deluxe platinum interior

d. ADA Equipment

- Ricon fold-over ramp
- Yellow Standee line

e. Miscellaneous Equipment

- Center rear mud flap
- Raised floor step lighting LED strip light (rear riser)
- Freedman Citiseat – passenger seats
- Recaro ergo metro MCII air ride driver's seat – black fabric
- Q'Straint 8100 – wheelchair tie-downs
- Thermo King Athenia S960 roof Top HVAC system – R134A, X430 f. f.
- Compressor and Intelligaire II – 407c freon
- Dialight LED driver light
- Ricon extended 5-year ramp warranty

f. Additional Equipment

- Second CNG pod (Six Tanks Total) – extended range
- BRT style cap
- BRT integrated entry door
- BRT – 3-piece windshield
- Driver's seatbelt alarm and cushion alarm
- Diamond guard – antigraffiti windows
- Twin vision electronic signs (Front/Rear)
- "Stop Request" system
- Amerex suppression/detection system
- Sportworks bike rack
- Overhead hand straps
- Diamond 1 – vault farebox and rail
- Prewire for GPS/AVL antenna – prewire only
- Two-way radio prewire – prewire only
- Security camera system

3. 2010 Chevrolet C4500 Glaval (Propane)

- 25-Foot Cutaway Bus
- Passenger pull cord system

- “Stop Request” system
- Public address system with gooseneck microphone
- Backup alarm
- Driver side viewable backup camera
- Fully automatic wheelchair lift
- ADA-compliant securement system for two (2) wheelchair passengers
- 10 lbs. ABC Fire Extinguisher, first-aid kit, reflector kit

4. 2006 El Dorado National E-Z Rider II (Propane)

- 102-inch exterior width
- 30-foot x 11-inch overall length
- 160-inch wheelbase
- Mechanical fan drive with spring-loaded idler
- Kneeling front suspension system
- Air valve below front bumper
- ABS air brake system
- 200 AMP alternator
- Stainless steel battery tray, 6 group, 31 batteries
- Cummins B Plus (5.9L) propane (LPG), 195 hp
- 169 gallon usable fuel capacity
- Spare tire and wheel (one for each vehicle)
- Tilt and telescopic steering column
- 5-speed Allison B300R transmission
- High-idle assembly
- Backup alarm warning
- Hubodometer (curbside/rightside)
- Air-operated door, slide-glide type with three-position control
- Hydraulic wheelchair ramp at front door
- Deceleration alert rear lights
- Floor-mounted directional signals
- Air compressor, engine mounted
- Seating for 29 passengers, with 6 flip-up-type seats
- American Seating model No. 6468 with VR-50 inserts, fiberglass
- ADA-compliant securement system for two wheelchair passengers
- Intermittent wipers
- Rear collision avoidance light
- Fluorescent interior lighting
- Twinvision LED front and side destination signs
- Internal public address system with gooseneck microphone
- Radio two-way, prewire with antenna
- Ribbed isle flooring, rubber
- Carpeted kick panels
- Driver's barrier, top and bottom sections
- Rear view interior mirror
- Motorized and heated exterior mirror
- Passenger-assist handrails, left and right side of aisle at front door
- Eight vertical stanchions throughout perimeter seating
- New view blind for driver's window
- Six ceiling grab-rails with hand straps
- 32-inch transom tip-in passenger windows
- Transit care graffiti guard window inserts on passenger windows
- Passenger pull-cord signal system with chime and dash light
- Front assembly heating and air conditioning

## EXHIBIT H.1

- Thermo King Model R134A heating and ventilation system
- Amerex fire suppression system with methane detection
- Remote control transpec roof hatch
- Main treasury farebox
- First aid kit, fire extinguisher, body fluid kit, and tri-reflectors

L206 may be replaced with two (2) zero-emission, 156 kwh battery-powered cutaway buses, model year 2024.

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## CONTRACTOR-PROVIDED SERVICE VEHICLE REQUIREMENTS

### Minimum Vehicle Requirements

#### Section I

- Vehicle must not have reached its Altoona life
- 2018 or newer standard 25-foot Class 3 vehicle
- Propane (LPG), or Compressed Natural Gas (CNG)
- Minimum 14,000 LB GVWR
- 7,000 lbs. front axle (GAWR)
- 10,000 lbs. rear axle (GAWR)
- Spring suspension front and rear (option for rear air)
- 159- to 178-inch wheelbase
- Four wheel disc brakes
- 20 passengers or 16 passengers with two wheelchair positions
- Vertical stanchions throughout perimeter seating
- 86,000 BTU passenger area air conditioning system
- 24,500 BTU driver area air conditioning system
- 35,000 BTU passenger area heater
- Passenger pull cord system
- "Stop Requested" sign
- Backup alarm
- Ricon Model S or K series fully automatic wheelchair lift to include: manual backup, handrails, California brake interlock, lift pad kit, platform lighting, meeting all ADA requirements
- ADA-compliant securement system for two wheelchair passengers
- 10 lbs. ABC fire extinguisher, first-aid kit, reflector kit
- Outside destination signage
- Fare box

#### Section II

- If Section I vehicle type is not available, then gasoline-powered cutaway vehicle may be used in substitution
- 2018 or newer, standard 25-foot Class 3 vehicle
- 20 passengers or 16 passengers with two wheelchair positions
- Minimum 14,000 LB GVWR
- 159- to 178-inch wheelbase
- Four wheel disc brakes, 14.75-inch diameter
- 7,000 lbs. front axle (GAWR)
- 10,000 lbs. rear axle (GAWR)
- Spring suspension front and rear (option for rear air)

**CONTRACTOR-PROVIDED SERVICE VEHICLE REQUIREMENTS**

**Section II (Continued)**

- Vertical stanchions throughout perimeter seating
- 86,000 BTU passenger area air conditioning system
- 24,500 BTU driver area air conditioning system
- 35,000 BTU passenger area heater
- Passenger pull cord system
- "Stop Requested" sign
- Backup alarm
- Ricon Model S or K series fully automatic wheelchair lift to include: manual backup, handrails, California brake interlock, lift-pad kit, platform lighting, meeting all ADA requirements, or Director-approved equal.
- ADA-compliant securement system for two wheelchair passengers
- 10 lbs. ABC fire extinguisher, first-aid kit, reflector kit, body fluid kit
- Outside destination signage
- Fare box

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**SERVICE VEHICLE APPEARANCE/CLEANLINESS CHECKLIST**

Date/Time \_\_\_\_\_ Vehicle No. \_\_\_\_\_

Checked By \_\_\_\_\_

<b>EXTERIOR</b>	<b>VERY GOOD</b>	<b>ACCEPTABLE</b>	<b>UNACCEPTABLE</b>
Windshield	_____	_____	_____
Windows	_____	_____	_____
Body–Front and Sides	_____	_____	_____
Body–Rear	_____	_____	_____
Fuel Filter Area	_____	_____	_____
Wheels	_____	_____	_____
Rubber/Vinyl Parts	_____	_____	_____
Destination Sign Area	_____	_____	_____
<b>INTERIOR</b>			
Entry/Driver Area	_____	_____	_____
Windshield	_____	_____	_____
Floor/Aisle	_____	_____	_____
Seats	_____	_____	_____
Seat Backs	_____	_____	_____
Windows	_____	_____	_____
Lift or Exit Door Area	_____	_____	_____
Sidewall Panels	_____	_____	_____
Modesty Panels	_____	_____	_____
Stanchions/Grab Rails	_____	_____	_____
Information Display Area	_____	_____	_____
Schedule Holder(s)	_____	_____	_____
Subtotal	_____	_____	_____
Total	_____	_____	_____
<b>OVERALL RATING</b>	_____	VERY GOOD	
	_____	ACCEPTABLE	
	_____	UNACCEPTABLE	

## DRIVER'S DAILY VEHICLE REPORT

BUS NO. \_\_\_\_\_ MILEAGE \_\_\_\_\_ DATE \_\_\_\_\_ ROUTE \_\_\_\_\_

**OPEN HOOD & CHECK!**

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

**ENTER BUS & CHECK!**

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

**RECORD ODOMETER READING**

- ☐ CHECK IF P.M. IS DUE SHORTLY

**START ENGINE & CHECK!**

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

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

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

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

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

**CONDITION OF THIS BUS IS:**

- ☐ SATISFACTORY
- ☐ UNSATISFACTORY

REMARKS: \_\_\_\_\_

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

PRIVILEGED AND  
CONFIDENTIAL

PREPARED FOR COUNTY COUNSEL IN DEFENSE OF THE COUNTY, SPECIAL DISTRICTS, AND EMPLOYEES.  
**COUNTY OF LOS ANGELES DEPT. of PUBLIC WORKS REPORT of VEHICLE COLLISION or INCIDENT**

FATALITIES OR SERIOUS INJURIES MUST BE REPORTED IMMEDIATELY BY TELEPHONE TO EMPLOYEE HEALTH & SAFETY (EHS) (626) 458-2151

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

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

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

Police Report ☐ Yes ☐ NoPhotographs Attached ☐ Yes ☐ No

Police Agency Reporting \_\_\_\_\_

Station \_\_\_\_\_

**DRAW A DIAGRAM AND SHOW HOW INCIDENT OCCURRED**INDICATE  
NORTHShow your vehicle as  the other vehicles as  ,  etc.SHOW the location and position of Vehicle(s) at point of impact.  
SHOW the name of the street(s) and location of stop signs,  
signals, number of lanes, and any important information.EXPLAIN CLEARLY HOW INCIDENT OCCURRED; ADDITIONAL SHEETS ATTACHED ☐ Yes ☐ NoWas your Vehicle legally parked? ☐ Yes ☐ No. If No, complete items (1)-(10) at the bottom of this page.SUPERVISOR'S REPORT OF INCIDENT; ADDITIONAL SHEETS ATTACHED ☐ Yes ☐ No

## ITEMS

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

Total Yrs. Driv. For Co. \_\_\_\_\_

Total Yrs. Driv. this type Veh. \_\_\_\_\_

Total Yrs. Driv. \_\_\_\_\_

EMPLOYEE NAME (PRINT)

SIGNATURE

DATE

SUPERVISOR NAME (PRINT)

SIGNATURE

DATE

DIVISION HEAD OR AUTH. REPRESENTATIVE NAME (PRINT)

SIGNATURE

DATE

## PREVENTIVE MAINTENANCE

### INTRODUCTION

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

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

### SECTION 1. SERVICE PROVISIONS

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

#### A. PMI Service Sequencing

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

## EXHIBIT M.1

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

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

### B. Inspections/PMI Services

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

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

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

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



## EXHIBIT M.1

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

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

## EXHIBIT M.1

Plus other additional items deemed appropriate.

3. The Contractor shall perform the PMI service level "J/A" in accordance with 13 CCR Section 1232(b). The inspection must be a matter of record. The "J/A" inspections are to be performed simultaneously at least every 30 calendar days. These services shall include, but are not limited to, the following items:

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

## EXHIBIT M.1

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

## EXHIBIT M.1

- Inspect fire extinguisher.
- Inspect other vehicle safety devices/equipment.
- Inspect wiper, washer operation, fluid level.

Plus other additional items deemed appropriate.

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

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

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

Plus other additional items deemed appropriate.

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

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

## EXHIBIT M.1

Plus other additional items deemed appropriate.

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

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

Plus other additional items deemed appropriate.

### C. Services Not Included

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

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

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

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

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

## EXHIBIT M.1

- Dashboard and all indicator lamps
- Windshield wiper blades
- Mirrors
- Other consumables, except as covered by warranty
- Fire extinguisher
- First Aid Kits
- Seatbelts, latches, Q-Straints, Torso Pads, etc.
- Methane Detection Systems
- Vehicle Fire Suppression Systems (Alternatively-Fueled Vehicles)
- Wheelchair tie-down belt replacements
- Tires
- Cleaning materials

### E. Parts Included

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

Engine:	Engine oil filter(s) Air filter element Fuel filter element(s) Replacement oil Replacement coolant and filter(s)
Miscellaneous:	Power steering fluid and filter(s) Brake fluid
Transmission:	Transmission oil filter(s) Replacement oil
Differential:	Replacement oil
Wheel Bearing:	Grease seals and/or hubcaps Grease or oil  Antifreeze Lubrication grease Silicone Battery(s) Battery water (distilled) Battery terminal spray/protectant Windshield wipers and washer fluid

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

## **EXHIBIT M.1**

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

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

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

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

### **SECTION 2. OIL ANALYSIS**

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

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

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

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

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

### **SECTION 3. RECORDS**

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

## EXHIBIT M.1

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

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

### **SECTION 4.        TRANSFER OF COUNTY VEHICLES**

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

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



# **EXHIBIT N.1**

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**INTENTIONALLY OMITTED**

## **CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM**

### **1. Substance Abuse Testing**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Non-discretionary, Random Substance Abuse Testing

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

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

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

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

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

4. Double Testing

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

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

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

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

c. Institute A Review Procedure

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

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

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

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

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

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

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

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

The Board has absolute discretion to question extenuating circumstances.

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

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

1. Confidentiality

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

public inspection; and the Provider will not refuse to honor a criminal or civil subpoena relative thereto.

2. Liability

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

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

**Provider:****Reporting Period:****Agreement/Contract No.****Project:**

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

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

Prepared By

Date



TRANSIT SECURITY PLAN

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(To be provided by the Contractor)

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

Agency

Mode **MB**

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

Mode **DR**

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

**\*\* SAFETY AND SECURITY THRESHOLDS**

<b>Thresholds</b>		
<b>Major Incident</b>	<b>Non-Major Incident</b>	
<b>(Safety or Security)</b>	<b>(Safety)</b>	<b>(Security)</b>
<b>Existence of one or more of the following conditions:</b> 1. A fatality 2. Injuries requiring immediate medical attention from the scene for two or more persons 3. Property damage equal to or exceeding \$25,000 4. An evacuation due to life safety reasons 5. A collision at a grade crossing 6. A main-line derailment 7. A collision with person(s) on a rail right of way resulting in injuries that require immediate medical attention away from the scene for one or more persons 8. A collision between a rail transit vehicle and another rail transit vehicle and another rail transit vehicle or a transit non-revenue vehicle resulting in injuries that require immediate medical attention away from the scene for one or more persons	<b>Incidents not already reported on the Major Incident Reporting form.</b> <b>Existence of one or more of the following conditions:</b> 1. Injuries requiring immediate medical attention away from the scene for one person 2. Property damage equal to or exceeding \$7,500 (less than \$25,000) 3. All non-arson fires not qualifying as Major Incidents 4. Burglary 5. Larceny/theft 6. Motor vehicle theft 7. Arson	<b>Occurrence of Part I offenses (except homicide):</b> 1. Forcible rape 2. Robbery 3. Aggravated assault 4. Burglary 5. Larceny/theft 6. Motor vehicle theft 7. Arson  <b>Arrest/Citation for Part II Offenses:</b> 1. Other assaults 2. Vandalism 3. Trespassing  <b>Occurrence of Other Security Issues:</b> 1. Bomb threat 2. Bombing 3. Chemical/Biological/Nuclear release 4. Cyber Incident 5. Hijacking 6. Non-violent civil disturbance 7. Sabotage  <b>Occurrence of Suicides and attempts</b>

Agency

LACDPW

Mode MS	RIDERSHIP INFORMATION (MR-20)							
Month	Total Boardings	Revenue Hours	Revenue Miles	Total (Vehicle) Hours	Total (Vehicle) Miles	# of Vehicles Operated	rev mph	deadhead mph #
July '17							#DIV/0!	#DIV/0!
August '17							#DIV/0!	#DIV/0!
September '17							#DIV/0!	#DIV/0!
October '17							#DIV/0!	#DIV/0!
November '17							#DIV/0!	#DIV/0!
December '17							#DIV/0!	#DIV/0!
January '18							#DIV/0!	#DIV/0!
February '18							#DIV/0!	#DIV/0!
March '18							#DIV/0!	#DIV/0!
April '18							#DIV/0!	#DIV/0!
May '18							#DIV/0!	#DIV/0!
June '18							#DIV/0!	#DIV/0!
Total:	0	0	0	0	0	0	#DIV/0!	#DIV/0!

# NOTE -- DEADHEAD MPH SHOULD BE FASTER THAN REVENUE MPH

MECHANICAL SYSTEM FAILURES (R-20)	
Major Incident	Non-Major Incident
0	0
0	0
0	0
0	0
0	0
0	0
0	0
0	0
0	0
0	0
0	0
0	0
0	0
0	0
0	0
0	0
0	0

SAFETY AND SECURITY ***		
Major Incident	Non-Major Incident	
(Safety or Security)	Occurrences	Arrest/Citation
0	0	0
0	0	0
0	0	0
0	0	0
0	0	0
0	0	0
0	0	0
0	0	0
0	0	0
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Fuel Consumption	
(R-30)	
Energy Type	Gallons
CNG	
CNG	
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REPORTING DEADLINE
*Due to MTA
August 25th
September 25th
October 25th
November 25th
December 25th
January 25th
February 25th
March 25th
April 25th
May 25th
June 25th
July 25th

Mode OR	RIDERSHIP INFORMATION (MR-20)							
Month	Total Boardings	Revenue Hours	Revenue Miles	Total (Vehicle) Hours	Total (Vehicle) Miles	# of Vehicles Operated	rev mph	deadhead mph #
July '17							#DIV/0!	#DIV/0!
August '17							#DIV/0!	#DIV/0!
September '17							#DIV/0!	#DIV/0!
October '17							#DIV/0!	#DIV/0!
November '17							#DIV/0!	#DIV/0!
December '17							#DIV/0!	#DIV/0!
January '18							#DIV/0!	#DIV/0!
February '18							#DIV/0!	#DIV/0!
March '18							#DIV/0!	#DIV/0!
April '18							#DIV/0!	#DIV/0!
May '18							#DIV/0!	#DIV/0!
June '18							#DIV/0!	#DIV/0!
Total:	0	0	0	0	0	0	#DIV/0!	#DIV/0!

# NOTE -- DEADHEAD MPH SHOULD BE FASTER THAN REVENUE MPH

MECHANICAL SYSTEM FAILURES (R-20)	
Major Incident	Non-Major Incident
0	0
0	0
0	0
0	0
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0	0
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SAFETY AND SECURITY		
Major Incident	Non-Major Incident	
(Safety or Security)	Occurrences	Arrest/Citation
0	0	0
0	0	0
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0	0	0
0	0	0
0	0	0
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Fuel Consumption	
(R-30)	
Energy Type	Gallons
GA	
GA	
GA	
GA	
GA	
GA	
GA	
GA	
GA	
GA	
GA	
GA	
GA	
GA	
	0

REPORTING DEADLINE
*Due to MTA
August 25th
September 25th
October 25th
November 25th
December 25th
January 25th
February 25th
March 25th
April 25th
May 25th
June 25th
July 25th

Mode OT	RIDERSHIP INFORMATION (MR-20)				
Month	Total Boardings	Revenue Hours	Revenue Miles	# of Vehicles Operated	rev mph
July '17					#DIV/0!
August '17					#DIV/0!
September '17					#DIV/0!
October '17					#DIV/0!
November '17					#DIV/0!
December '17					#DIV/0!
January '18					#DIV/0!
February '18					#DIV/0!
March '18					#DIV/0!
April '18					#DIV/0!
May '18					#DIV/0!
June '18					#DIV/0!
Total:	0	0	0		#DIV/0!

SAFETY AND SECURITY		
Major Incident	Non-Major Incident	
(Safety or Security)	Occurrences	Arrest/Citations
0	0	0
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REPORTING DEADLINE
*Due to MTA
August 25th
September 25th
October 25th
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December 25th
January 25th
February 25th
March 25th
April 25th
May 25th
June 25th
July 25th

\* Mechanical system failure that prevents the vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip because actual movement is limited or due to safety concerns. Examples – brakes, doors, engine cooling system, steering and front axle, rear axle, and suspension and torque converters.

\* Other mechanical failures that prevent the vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip even though it may be able to operate in revenue service. Examples – breakdowns of fareboxes, wheelchair lifts, HVAC systems and other non major mechanical failures.

## \*\*\* SAFETY AND SECURITY THRESHOLDS

Major Incident S & S-40 (Safety or Security)		Non-Major Incident S & S - 50	
		Incidents not already reported on the Major Incident Reporting form.	Occurrence of Part I offenses (except homicide):
Existence of one or more of the following conditions:		Occurrences	Arrests/Citations
1. One or more fatalities (including suicide)		1. Robbery (confrontational theft)	1. Other (non-aggravated) Assaults
2. Injuries requiring immediate medical attention from the scene for one or more persons (ambulance)		2. Larceny (non-confrontational theft)	2. Fare Evasion
3. Property damage equal to or exceeding \$25,000		3. Burglary	3. Trespassing
4. An evacuation due to life safety reasons (ex. CNG leak)		4. Motor Vehicle Theft	4. Vandalism
		5. Other Safety Occurrences not Otherwise Classified (Injuries)	5. Nonviolent Civil Disturbance
		6. Fires (that don't require evacuation)	

## **EXHIBIT R.1**

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**INTENTIONALLY OMITTED**

# **EXHIBIT S**

## Exhibit S: Bid Submission Instructions

See RFSQ for Fixed Route and Dial-A-Ride Transit Services (2016-SQPA001) and Addenda 1-6 for the above exhibit that is incorporated here by reference.

**STATEMENT OF QUALIFICATIONS FOR FIXED ROUTE  
AND DIAL-A-RIDE TRANSIT SERVICES (2016-SQPA001)  
SOUTHLAND TRANSIT, INC.**

Southland Transit, Inc.'s, Statement of Qualifications (SOQ) was submitted during the RFSQ process for Fixed Route and Dial-A-Ride Transit Services (2016-SQPA001) and is incorporated by reference. To request a copy of Southland Transit, Inc.'s, SOQ, please contact the Contract Analyst.



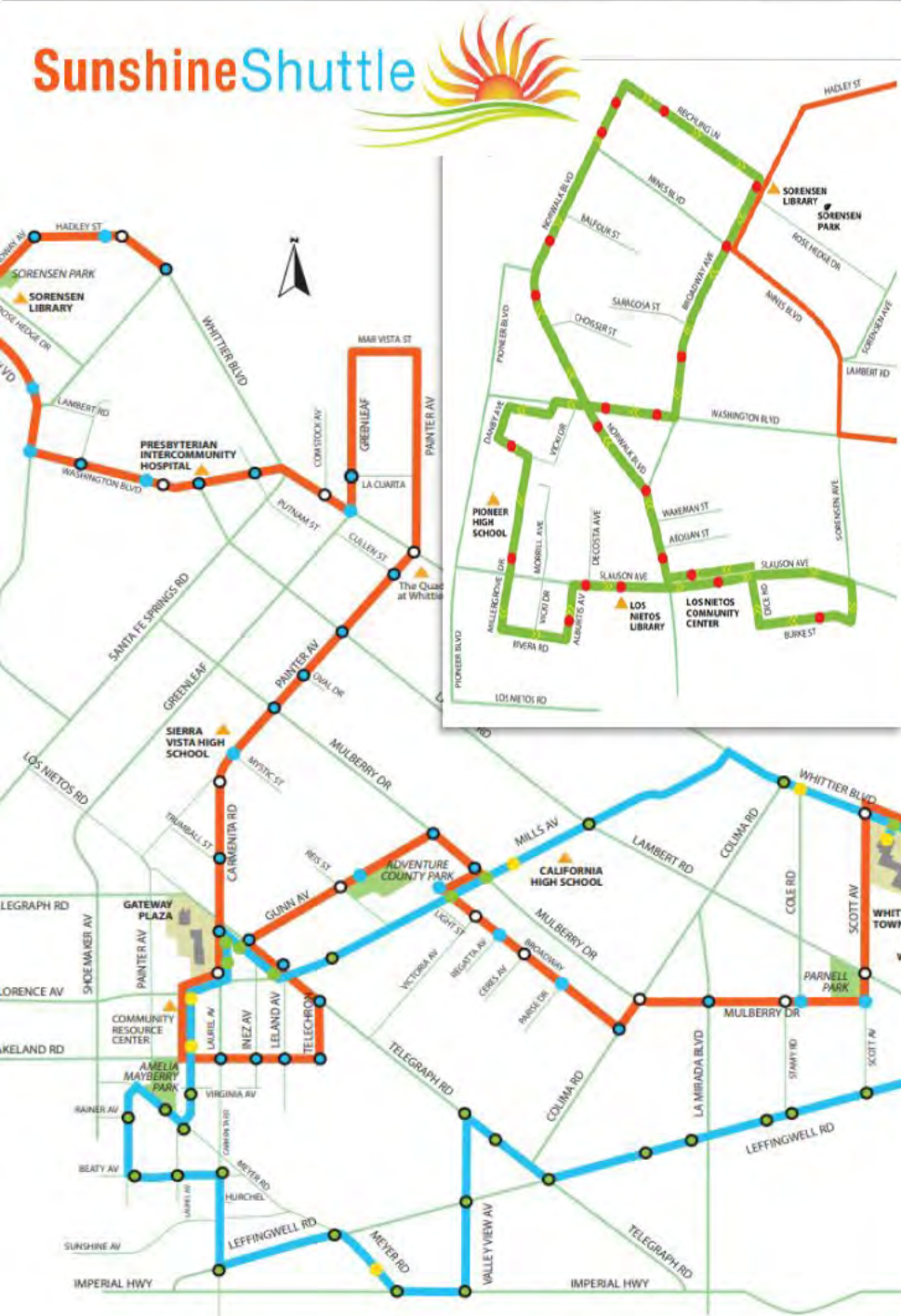


SETTING THE STANDARD FOR COMMUNITY TRANSIT

APRIL 24, 2023

ORIGINAL

# BID FOR: SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE (BRC0000416)



SUBMITTED BY:

SOUTHLAND TRANSIT, INC.  
3650 ROCKWELL AVENUE  
EL MONTE, CA 91731



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## I. Cover Letter

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April 24, 2023

Ms. Ani Karapetyan or Ms. Anna Leung  
County of Los Angeles Department of Public Works  
Business Relations and Contracts Division – 8<sup>th</sup> Floor  
P.O. Box 1460  
Alhambra, CA 91802-1460

**Re: Bid for Sunshine (South Whittier) Shuttle Service (BRC0000416)**

Dear Ms. Karapetyan /Ms. Leung;

Southland Transit is very pleased to present our bid for the continued operation of Sunshine (South Whittier) Shuttle Services.

As a regional leader in providing community public transit services, and as the current operator of Sunshine (South Whittier) Shuttle Service, we have a clear understanding of the requirements established by the County and are fully committed to exceeding them.

Our proposal commits Ms. Michelle Gamez who is our currently approved Project Manager for all LA County service contracts. Ms. Gamez has been with our company since 2002 and is exceptionally experienced with all facets of the services we provide. Michelle was proposed and approved as Project Manager during the last IFB for Sunshine (South Whittier) Shuttle Services.

Additionally, I'd like to clarify that we propose to continue providing these services from our facility located at 3650 Rockwell Ave in El Monte, CA 91731.

We appreciate this opportunity and look forward to continuing our partnership. If there are any questions regarding this proposal, please feel free to contact me.

I hereby certify that I am authorized to bind our company to this proposal and affirm that we understand the nature and purpose of the services described in the Invitation for Bids (IFB).

We thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason Snow", with a long horizontal flourish extending to the right.

Jason Snow

Vice President & COO

Corporate and Operating Facility:

3650 Rockwell Avenue

El Monte, CA 91731

Phone: 626.258.1310 | Fax: 626.258.1329 | Email: [jason@southlandtransit.com](mailto:jason@southlandtransit.com)

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## II. Required Forms

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- PW-2.1 – Schedule of Prices Initial Term
- PW-2.2 – Schedule of Prices for Option Year 1
- PW-2.3 – Schedule of Prices for Option Year 2
- PW-2.4 – Schedule of Prices for Option Year 3
- PW-2.5 – Schedule of Prices for Option Year 4
- PW-2.6 – Schedule of Prices for All Years
- PW-8.1 – List of Subcontractors
- PW-9.1 – County Preference and CBE Firm/Organization Info
- PW-10.1 – Gain and Grow Employment Commitment
- PW-17.1 – Zero Tolerance Human Trafficking Policy Cert
- PW-18.1 – Bidder's Compliance with Minimum Requirements
- PW-19.1 – Statement of Equipment
- PW-20.1 – Displaced Transit Employee Declaration
- PW-21.1 – Compliance/Fair Chance Employment Cert
- PW-22.1 – COVID-19 Vaccination Certification of Compliance
- LW-2.1 – Application for Living Wage Exemption (N/A)
- LW-4.1 – Living Wage Compliance Statement
- LW-5.1 – Labor/Payroll/Debarment History
- LW-8.1 – Staffing Plan Initial Term
- LW-8.2 – Staffing Plan Option Year 1
- LW-8.3 – Staffing Plan Option Year 2
- LW-8.4 – Staffing Plan Option Year 3
- LW-8.5 – Staffing Plan Option Year 4



PW-2.1 – Schedule of Prices for Initial Term

**SCHEDULE OF PRICES  
FOR**

**SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE (BRC0000416)**

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

By submission of this Bid, Bidder certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.

Item	Description	Hourly Rate	Estimated Annual Hours	Annual Price (Hourly Rate x Estimated Annual Hours)
1	Rate for County-Owned Service Vehicle	109.80	8,586	\$ 942,742.80
2	Rate for Contractor-Provided Service Vehicle <sup>1</sup>	131.33	954	\$ 125,288.82
ESTIMATED TOTAL ANNUAL HOURS			9,540	
TOTAL PROPOSED ANNUAL PRICE				\$ 1,068,031.62

<sup>1</sup>It is estimated that Contractor provided vehicles may be needed in place of County provided vehicles for 10% of the total annual hours.



PW-2.2 – Schedule of Prices for Option Year 1



**SCHEDULE OF PRICES  
FOR**

**SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE (BRC0000416)**

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

By submission of this Bid, Bidder certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.

Item	Description	Hourly Rate	Estimated Annual Hours	Annual Price (Hourly Rate x Estimated Annual Hours)
1	Rate for County-Owned Service Vehicle	115.53	17,172	\$ 1,983,881.16
2	Rate for Contractor-Provided Service Vehicle <sup>1</sup>	138.18	1,908	\$ 263,647.44
ESTIMATED TOTAL ANNUAL HOURS			19,080	
TOTAL PROPOSED ANNUAL PRICE				\$ 2,247,528.60

<sup>1</sup>It is estimated that Contractor-provided vehicles may be needed in place of County-provided vehicles for 10% of the total annual hours.





PW-2.3 – Schedule of Prices for Option Year 2

**SCHEDULE OF PRICES  
FOR**

**SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE (BRC0000416)**

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

By submission of this Bid, Bidder certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.

Item	Description	Hourly Rate	Estimated Annual Hours	Annual Price (Hourly Rate x Estimated Annual Hours)
1	Rate for County-Owned Service Vehicle	120.15	17,172	\$ 2,063,215.80
2	Rate for Contractor-Provided Service Vehicle <sup>1</sup>	143.69	1,908	\$ 274,160.52
ESTIMATED TOTAL ANNUAL HOURS			19,080	
TOTAL PROPOSED ANNUAL PRICE				\$ 2,337,376.32

<sup>1</sup>It is estimated that Contractor-provided vehicles may be needed in place of County-provided vehicles for 10% of the total annual hours.



PW-2.4 – Schedule of Prices for Option Year 3

**SCHEDULE OF PRICES  
FOR**

**SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE (BRC0000416)**

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

By submission of this Bid, Bidder certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.

Item	Description	Hourly Rate	Estimated Annual Hours	Annual Price (Hourly Rate x Estimated Annual Hours)
1	Rate for County-Owned Service Vehicle	124.95	17,172	\$ 2,145,641.40
2	Rate for Contractor-Provided Service Vehicle <sup>1</sup>	149.45	1,908	\$ 285,150.60
ESTIMATED TOTAL ANNUAL HOURS			19,080	
TOTAL PROPOSED ANNUAL PRICE				\$ 2,430,792.00

<sup>1</sup>It is estimated that Contractor-provided vehicles may be needed in place of County-provided vehicles for 10% of the total annual hours.



PW-2.5 – Schedule of Prices for Option Year 4

**SCHEDULE OF PRICES  
FOR**

**SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE (BRC0000416)**

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

By submission of this Bid, Bidder certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.

Item	Description	Hourly Rate	Estimated Annual Hours	Annual Price (Hourly Rate x Estimated Annual Hours)
1	Rate for County-Owned Service Vehicle	129.95	17,172	\$ 2,231,501.40
2	Rate for Contractor-Provided Service Vehicle <sup>1</sup>	155.42	1,908	\$ 296,541.36
ESTIMATED TOTAL ANNUAL HOURS			19,080	
TOTAL PROPOSED ANNUAL PRICE				\$ 2,528,042.76

<sup>1</sup>It is estimated that Contractor-provided vehicles may be needed in place of County-provided vehicles for 10% of the total annual hours.



BID FOR SUNSHINE (SOUTH WHITTIER)  
SHUTTLE SERVICE (BRC0000416)

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PW-2.6 – Schedule of Prices for All Years

**FORM PW-2.6  
SUMMARY SHEET**

**SCHEDULE OF PRICES  
FOR  
SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE (BRC0000416)**

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

By submission of this Bid, Bidder certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.

	TERMS	ANNUAL PRICE FOR EACH TERM
1	SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE - INITIAL TERM (ESTIMATED 6 MONTHS)	\$1,068,031.62
2	SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE - OPTION YEAR 1	\$2,247,528.60
3	SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE - OPTION YEAR 2	\$2,337,376.32
4	SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE - OPTION YEAR 3	\$2,430,792.00
4	SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE - OPTION YEAR 4	\$2,528,042.76
TOTAL PRICE FOR YEARS 1 THROUGH 5		\$10,611,771.30
AVERAGE TOTAL PRICE FOR YEARS 1 THROUGH 5 (TOTAL PRICE FOR YEARS 1 THROUGH 5 ÷ 4 1/2 YEARS)		\$2,358,171.40

LEGAL NAME OF BIDDER <div style="text-align: center;"><b>Southland Transit, Inc.</b></div>		
BIDDER'S ADDRESS: <div style="text-align: center;"><b>3650 Rockwell Avenue, El Monte, CA 91731</b></div>		
E-MAIL <div style="text-align: center;"><u>jason@southlandtransit.com</u></div>		
PHONE <div style="text-align: center;"><b>(626) 258-1387</b></div>	MOBILE <div style="text-align: center;"><b>(831) 718-7405</b></div>	DATE <div style="text-align: center;"><b>November 29, 2023</b></div>





PW-8.1 – List of Subcontractors

## LIST OF SUBCONTRACTORS

Proposer is required to complete the following. Any Subcontractors listed must be properly licensed under the laws of the State of California for the type of service that they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same service.

☒ Proposer in providing the requested services will not utilize Subcontractors. Proposer will perform all required services.

[illegible]

**FORM PW-8.1  
(SUPPLEMENTAL)**

Certification as Minority, Women, Disadvantaged, Disabled Veteran, and Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning Business Enterprises: If any of your Subcontractors are currently certified as Minority, Women, Disadvantaged, Disabled Veteran, and Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning Business Enterprises by a public agency, complete the following and attach a copy of the proof of certification. All Subcontractors listed in the bid/proposal shall be listed below (make copy of this form, if necessary).

	Subcontractor Name	Local SBE	SBE	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

**No Subcontracting is allowed for this service.**

Declaration: I declare under penalty of perjury under the laws of the State of California that the above information is true and accurate.

Print Name: Southland Transit, Inc.	Authorized Signature 	Title Jason Snow, Vice President/COO	Date April 24, 2023
--	--	--	------------------------

**COMMUNITY BUSINESS ENTERPRISES PARTICIPATION FORM**

Contractors are required to indicate their good faith effort in CBE participation by indicating on this form their proposed involvement on this project. CBEs are Minority/Women/Disadvantaged/Disabled Veteran/Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning owned Business Enterprises (MBE/WBE/DBE/DVBE/LGBTQQ). This form shall be provided to the COUNTY at the time of Proposal submittal.

**LIST OF CBE PARTICIPATION**

The following is a list of certified CBE Subcontractors that the Proposer elects to list as a Subcontractor to perform a portion or portions of this Work, and known suppliers from whom Proposer proposes to procure materials and/or equipment for the Work.

<u>NAME/ADDRESS</u>	<u>TYPE OF WORK OR PRODUCT</u>	<u>INDICATE MBE/ WBE/DBE/DVBE/ LGBTQQBE</u>	<u>PERCENTAGE OF BASE PRICE PROPOSAL</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**No Subcontracting is allowed for this service.**



BID FOR SUNSHINE (SOUTH WHITTIER)  
SHUTTLE SERVICE (BRC0000416)

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PW-9.1 – County Preference and CBE Firm/Organization Info

**County of Los Angeles  
Request for County's Preference Program Consideration and  
CBE Firm/Organization Information Form**

**I. INSTRUCTIONS:** Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for one or more preference programs. Check all certifications that apply.\*

**I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.**

☐ **Request for Local Small Business Enterprise (LSBE) Program Preference**

- ☐ Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; or
- ☐ Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee sizes that meet the State's Department of General Services requirements; and
- ☐ Certified as a LSBE by the DCBA.

☐ **Request for Social Enterprise (SE) Program Preference**

- ☐ A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
- ☐ Certified as a SE business by the DCBA.


☐ **Request for Disabled Veterans Business Enterprise (DVBE) Program Preference**

- ☐ Certified by the State of California, or
- ☐ Certified by U.S. Department of Veterans Affairs as a DVBE; or
- ☐ Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration; and
- ☐ Certified as a DVBE by the DCBA.

**\*BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

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

☐ **DCBA certification is attached.**

Name of Firm Southland Transit, Inc.		County Webven No. 50681501	
Print Name: Jason Snow		Title: Vice President/COO	
Signature: 		Date: April 24, 2023	
<b>Reviewer's Signature</b>	<b>Approved</b>	<b>Disapproved</b>	<b>Date</b>

**All Proposers responding to the Request for Proposals must complete and return this form for proper consideration of the Proposal.**

Firm Name: **Southland Transit, Inc.**

My County (WebVen) Vendor Number: **50681501**

- 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.

<b>Business Structure:</b>	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	<input type="checkbox"/> Other: _____
<b>Total Number of Employees</b> (including owners): <b>201</b>						
<b>Race/Ethnic Composition of Firm.</b> 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			1		13	11
Hispanic/Latino			2	3	88	30
Asian or Pacific Islander					13	2
American Indian					3	2
Filipino						
White	1	1	4	3	15	9

- 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	%	%	%	%	%	50 %
Women	%	%	%	%	%	50 %


- IV. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING(LGBTQQ)**

**BUSINESS ENTERPRISES:** If the firm is currently certified as a Community Based Enterprise (CBE) by a public agency, complete the table by entering the names of the certifying Agency and placing an "X" under the appropriate CBE designation (Minority, Women, Disadvantaged, Disabled Veteran or LGBTQQ). Enter all the CBE certifications held by the firm and attach a copy of your proof of certification

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	LGBTQQ	Expiration Date

- V. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

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

<b>Authorized Signature:</b> 	<b>Title:</b> Jason Snow, Vice President/COO	<b>Date:</b> April 24, 2023
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PW-10.1 – Gain and Grow Employment Commitment



## GAIN and GROW EMPLOYMENT COMMITMENT

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall e-mail: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) and [BSERVICES@wdacs.lacounty.gov](mailto:BSERVICES@wdacs.lacounty.gov).

**Proposers unable to meet this requirement shall not be considered for contract award.**

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.


☒ YES (subject to verification by County) ☐ NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

☒ YES ☐ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

☒ YES ☐ NO ☐ N/A (Program not available)

Signature 	Title Jason Snow, Vice President/COO
Firm Name Southland Transit, Inc.	Date April 24, 2023



PW-17.1 – Zero Tolerance Human Trafficking Policy Cert

**ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION**

Company Name: Southland Transit, Inc.		
Company Address: 3650 Rockwell Avenue		
City: El Monte	State: California	Zip Code: 91731
Telephone Number: (626) 258-1310	Email Address: jason@southlandtransit.com	
Solicitation/Contract for <u>Sunshine (South Whittier) Shuttle Services (BRC0000416)</u> Services		

**PROPOSER CERTIFICATION**

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Exhibit B, Section 1.OO, Compliance with County's Zero Tolerance Human Trafficking Policy, of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

Print Name: Jason Snow	Title Vice President/COO
Signature: 	Date: April 24, 2023



PW-18.1 – Bidder's Compliance with Minimum Requirements

**SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE (BRC0000416)  
BIDDER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE IFB**

**BIDDER MUST CHECK A BOX IN EVERY SECTION**

Important Note: The information on this form is subject to verification.

**At the time of bid submission, Bidder must meet the following minimum requirements:**

**No Subcontracting is allowed for this service.** If a bidder makes reference to using a subcontractor or if a bidder includes a list of subcontractors to perform the contracted work, the bid will be immediately disqualified as nonresponsive.

1. Bidder must be included in the Qualified Contractor List resulting from the RFSQ for Fixed Route and Dial-A-Ride Transit Services (2016-SQPA001).

- ☒ Yes. Bidder does meet the minimum mandatory requirement stated above.
- ☐ No. Bidder **does not** meet the minimum mandatory requirement stated above. By checking this box, your Bid submission will be immediately disqualified as nonresponsive.

2. Bidder must have the following minimum number of years of experience using the listed vehicles to provide the same or similar type of fixed route services for governmental or social service agency(ies):

- Three years of experience in compressed natural gas-powered, heavy-duty, low floor, 30 feet or longer transit buses and/or
- Three years of experience in propane-powered, heavy-duty, low floor, 30 feet or longer transit buses.

- ☒ Yes. Bidder does meet the experience requirement stated above.

**Minimum 3 years of experience with compressed natural gas-powered, heavy-duty, low floor, 30 feet or longer transit buses.**

Name of Service	El Sol Shuttle Service
Dates of Experience (Mo./Yrs. to Mo./Yrs.)	2015 to present
Make of Vehicle	El Dorado
Model of Vehicle	Axess
Size/Length of Vehicle	35' Front Door Body, 215" Wheelbase
Fuel Type	Compressed Natural Gas (CNG)

**FORM PW-18.1  
(SUPPLEMENTAL)**

Provide a detailed narrative to support above minimum mandatory requirement by providing detailed information to support the number of years and description of service. The Bid may be disqualified, if incomplete or unresponsive statements are made.

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Firm has operated the El Sol Shuttle Service contract since 2015.

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(Please attach additional pages if needed.)

**AND/OR**

**Minimum 3 years of experience with propane-powered, heavy-duty, low floor, 30 feet or longer transit buses.**

Name of Service	LADPW El Sol & LA Metro
Dates of Experience (Mo./Yrs. to Mo./Yrs.)	2015 to 2016 & 2006 to 2009
Make of Vehicle	El Dorado
Model of Vehicle	EazyRider
Size/Length of Vehicle	32' Low Floor
Fuel Type	Propane

Provide a detailed narrative to support above minimum mandatory requirement by providing detailed information to support the number of years and description of service. The Bid may be disqualified, if incomplete or unresponsive statements are made.

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We have operated 32' low floor propane vehicles for both LADPW and LA Metro, prior to both fleets being transitioned to CNG. In addition, we continue to operate propane buses in support of Heights Hopper Shuttle Services.

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(Please attach additional pages if needed.)

☐ No. Bidder does not meet the experience requirement stated above. By checking this box, your Bid submission will be immediately disqualified as nonresponsive.

3. Bidder's Project Manager must have the following minimum number of years of experience managing the same or similar type of fixed route services for governmental or social service agency(ies) using the listed vehicles:

**FORM PW-18.1  
(SUPPLEMENTAL)**

- Three years of experience in compressed natural gas-powered, heavy-duty, low floor, 30 feet or longer transit buses and/or
- Three years of experience in propane-powered, heavy-duty, low floor, 30 feet or longer transit buses.

☒ Yes. Bidder's Project Manager does meet the experience requirement stated above.

**Minimum 3 years of experience with compressed natural gas-powered, heavy-duty, low floor, 30 feet or longer transit buses.**

Name of the Employee	Michelle Gamez
Name of Service & Dates of Experience (Mo./Yrs. to Mo./Yrs.)	2012 to present
Make of Vehicle	Bluebird, El Dorado & Newflyer
Model of Vehicle	XL102, HXS, XN 40 & Axess
Size/Length of Vehicle	30' to 35'
Fuel Type	Compressed Natural Gas (CNG)

Provide a detailed narrative to support above minimum mandatory requirement by providing detailed information to support the number of years and description of service. The Bid may be disqualified, if incomplete or unresponsive statements are made.

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A copy of Michelle's resume is attached.

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(Please attach additional pages if needed.)

**AND/OR**

**Minimum 3 years of experience with propane-powered, heavy-duty, low floor, 30 feet or longer transit buses.**

Name of Employee	Michelle Gamez
Name of Service & Dates of Experience (Mo./Yrs. to Mo./Yrs.)	2015 to present
Make of Vehicle	Chevrolet

**FORM PW-18.1  
(SUPPLEMENTAL)**

Model of Vehicle	C4500
Size/Length of Vehicle	23'
Fuel Type	Propane

Provide a detailed narrative to support above minimum mandatory requirement by providing detailed information to support the number of years and description of service. The Bid may be disqualified, if incomplete or unresponsive statements are made.

A copy of Michelle's resume is attached.

(Please attach additional pages if needed.)

- ☐ No. Bidder's Project Manager does not meet the experience requirement stated above. By checking this box, your Bid submission will be immediately disqualified as nonresponsive.

4. Bidder's Maintenance Manager must have the following minimum number of years of experience in maintaining similar fleets of transit vehicles:

- Three years of experience in compressed natural gas-powered, heavy-duty, low floor, 30 feet or longer transit buses and/or
- Three years of experience in propane-powered, heavy-duty, low floor, 30 feet or longer transit buses.

- ☒ Yes. Bidder's Maintenance Manager does meet the experience requirement stated above.

**Minimum 3 years of experience with compressed natural gas-powered, heavy-duty, low floor, 30 feet or longer transit buses.**

Name of the Employee	Wayne Seale
Dates of Experience Servicing the above type of vehicle (Mo./Yrs. to Mo./Yrs.)	January 2006 to present
Make of Vehicle Serviced	NABI, El Dorado, Bluebird, Newflyer, Chevrolet, Ford



**FORM PW-18.1  
(SUPPLEMENTAL)**

Model of Vehicle Serviced	LWFL, XN40, Axess, XL102
Size/Length of Vehicle Serviced	18' to 40'
Fuel Type of Vehicle Serviced	Compressed Natural Gas (CNG)

Provide a detailed narrative to support above minimum mandatory requirement by providing detailed information to support the number of years and description of service. The Bid may be disqualified, if incomplete or unresponsive statements are made.

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(Please attach additional pages if needed.)

**AND/OR**

**Minimum 3 years of experience with propane-powered, heavy-duty, low floor, 30 feet or longer transit buses.**

Name of the Employee	Wayne Seale
Dates of Experience Servicing the above type of vehicle (Mo./Yrs. to Mo./Yrs.)	January 2006 to present
Make of Vehicle Serviced	El Dorado, Chevrolet
Model of Vehicle Serviced	EazyRider, C4500
Size/Length of Vehicle Serviced	32'
Fuel Type of Vehicle Serviced	Propane

Provide a detailed narrative to support above minimum mandatory requirement by providing detailed information to support the number of years and description of service. The Bid may be disqualified, if incomplete or unresponsive statements are made.

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A copy of Wayne's resume is attached.

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(Please attach additional pages if needed.)

- ☐ No. Bidder's Maintenance Manager does not meet the experience requirement stated above. By checking this box, your Bid submission will be immediately disqualified as nonresponsive.
5. Bidder must provide copies of all "Satisfactory" California Highway Patrol Safety Compliance Inspections (or passed all reinspections) of the bidder's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections (California Vehicle Code 34501[c]). If the bidder has not performed services in California, the Bidder must provide copies of a similar vehicle, maintenance facilities or terminals inspection for the prior 3 years by a governmental agency.
- ☒ Yes. Bidder does meet the minimum mandatory requirement stated above and has received a "**Satisfactory**" rating on the CHP's Safety Compliance Inspections (or passed all reinspections) of the Bidder's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections.
- ☐ Bidder has received an "**Unsatisfactory**" rating on the CHP's Safety Compliance Inspections of the Bidder's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections, however, has remedied the problem by means of receiving a "**Conditional**" or "**Satisfactory**" rating within the CHP's 120-day reinspection period and/or received a "Conditional" rating and upgraded to a "**Satisfactory**" rating within the CHP's 180-day reinspection period as evidenced by the CHP Safety Compliance Inspection reports attached to bid.
- ☐ Bidder has not performed services in California; the Bidder has provided copies of a similar vehicle, maintenance facilities or terminals inspection for the prior 3 years by a governmental agency.
- ☐ No. Bidder does not meet the minimum mandatory requirement stated above. Proposer has received an "**Unsatisfactory**" rating and **did not** upgrade the rating to a "**Conditional**" or "**Satisfactory**" within the CHP's 120-day reinspection periods and/or received a "**Conditional**" rating and **did not** upgrade the rating to "**Satisfactory**" within the CHP 180-day reinspection period, whether on the initial inspection or the CHP reinspection, the Bidder will have failed these criteria. By checking this box, your Bid submission will be immediately disqualified as nonresponsive.
6. Bidder's vehicle(s) must meet or exceed the service vehicle requirements as set forth in Exhibit I.1, Contractor-Provided Service Vehicle Requirements. If the Bidder does not meet the service vehicle(s) requirement at the time of submission,

**FORM PW-18.1  
(SUPPLEMENTAL)**

but fully intends to comply if awarded the Contract, the Bidder must provide an affirmative statement that upon start of the Contract, the service vehicle(s) will comply with Exhibit I.1, Contractor-Provided Service Vehicle Requirements.

- ☐ Yes. Bidder does meet the spare service vehicle(s) requirement stated above.
- ☒ Bidder does not meet the spare service vehicle(s) requirement stated above at present, but fully intends to comply if awarded the contract. The bidder will comply with the spare service vehicle requirements set forth in this IFB. (This commitment is evident by Bidder's detailed plan which describes when and how the Bidder plans to meet the minimum required contractor spare vehicle requirements submitted in the Bid.)
- ☐ No. Bidder does not meet the spare service vehicle(s) requirement stated above and does not intend to comply. By checking this box, your Bid submission will be immediately disqualified as nonresponsive.

7. Bidder has submitted copies of the Bidder's employees' valid State of California Department of Motor Vehicles Class B (with a minimum of a "P" endorsements) commercial driver's licenses, as well as any other required licenses or endorsements required by Federal, State, and local regulations.

- ☒ Yes. Bidder has submitted copies of the Bidder's employees' valid State of California Department of Motor Vehicles (DMV) Class B (with a minimum of a "P" endorsement) commercial driver's licenses as well as any other required licenses or endorsements required by Federal, State, and local regulations. (In addition to responding on this form, please provide copies of the driver's licenses in your Bid and provide the names of the staff assigned to this Contract and indicate type of certification they possess to support this minimum mandatory requirement.)

Employees with DMV Class B (with a minimum of a "P" endorsements)		
Employee Name	Class of Driver's License	"P" endorsement or Higher (Yes or No)
Ceniceros, Carlos	Commercial, Class B	Yes
DeLoera, Jose	Commercial, Class B	Yes
Gomez, Abraham	Commercial, Class B	Yes
King, Richard	Commercial, Class B	Yes
Molina, Claudia	Commercial, Class B	Yes
Muniz, Monica	Commercial, Class B	Yes
Rivas, Luis	Commercial, Class B	Yes
Ranjel, Alejandra	Commercial, Class B	Yes
Becerril, Daniel	Commercial, Class B	Yes

**FORM PW-18.1  
(SUPPLEMENTAL)**

- ☐ No. Bidder did not submit copies of the Proposer's employees' valid State of California Department of Motor Vehicles (DMV) Class B (with "P" endorsement) commercial driver's licenses as well as any other required licenses or endorsements required by Federal, State, and local regulations. By checking this box, your Bid submission will be immediately disqualified as nonresponsive.

8. Bidder must submit copies of all National Institute for Automotive Service Excellence (ASE) certification in H-4 ASE Transit Bus Brake Test for all maintenance personnel identified; or bidder must submit an affirmative statement that all of Bidder's maintenance personnel assigned to this Contract, within 12 months of the date of hire or the start of the Contract, whichever occurs last, will obtain ASE certification in the H-4 ASE Transit Bus Brake Test.

- ☐ Yes. Bidder does meet the license/certification requirement stated above. In addition to responding on this form, please provide the names of all mechanic staff assigned to this Contract and indicate type of ASE certifications they possess, if any, on the chart below.

If the employee does not have ASE Certificate, please indicate N/A.

<b>Mechanics with ASE Certifications</b>		
<b>Employee Name</b>	<b>Types of Certification (List multiple, if applicable)</b>	<b>Directly Employed by the Contractor (Yes or No)</b>
Wayne Seale	ASE Master Transit Bus Tech & MACS Cert	Yes
Arturo Valdez	SCRTTC Brakes I & II Certified	Yes

- ☒ Bidder does not currently employ personnel that meet the requirement, however, Bidder's maintenance personnel assigned to this Contract, within 12 months of the date of hire or the start of the contract, whichever occurs last, will obtain ASE certification in the H-4 ASE Transit Bus Brake Test.

Complete the chart below. List all mechanic staff assigned to this Contract.

<b>Mechanics Assigned to this Contract</b>	
<b>Employee Name</b>	<b>Types of Certification (List multiple, if applicable)</b>
Julio Caravantes	MACS Certificate
Arturo Valdez	SCRTTC Brakes I & II

**FORM PW-18.1  
(SUPPLEMENTAL)**

Wayne Seale	ASE Master Tech & MACS Cert
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- ☐ No. Bidder's mechanic staff assigned to this Contract does not meet the certification/licensing requirement stated above and the request to affirmative statement will not be provided. By checking this box, your Bid submission will be immediately disqualified as nonresponsive.


9. Bidder must submit a proof of Section 609 of the Clean Air Act: Motor Vehicle Air Conditioning certification from an EPA approved program or the equivalent ASE Refrigeration Recover and Recycling Program certification for at least one member of their maintenance personnel identified above.

- ☒ Yes. Bidder does meet the license/certification requirement stated above. (In addition to responding on this form, please submit a copy of the license/certification of mechanic staff assigned to this Contract and indicate type of certification they possess, e.g. MACS or equivalent.)

Employee Name	Type of Certification	Directly Employed by the Contractor (Yes or No)
Wayne Seale	MACS: CFC 12, Refrigerant Recycling	Yes

- ☐ No. Bidder's mechanic staff does not meet the certification/licensing requirement stated above. By checking this box, your Bid submission will be immediately disqualified as nonresponsive.

Bidder declares under penalty of perjury that the information stated above is true and accurate. Bidder further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this bid are made, the bid may be rejected at the sole discretion of the County.

Signature: 	Title: Jason Snow, Vice President/COO
Firm Name: Southland Transit, Inc.	Date: April 24, 2023



PW-19.1 – Statement of Equipment

[illegible]



PW-20.1 – Displaced Transit Employee Declaration




**DISPLACED TRANSIT EMPLOYEE DECLARATION**

In accordance with California Labor Code Sections 1070-1074, the County will give a preference to any proposer who declares on this form that they will retain the employees of the prior Contractor and/or Subcontractor. The undersigned declares:

☒ that the Proposer will retain the employees of the prior Contractor and/or Subcontractor for a period of not less than 90 days pursuant to California Labor Code 1070-1074. If this box is checked, the 10 percent preference will be given.

**OR**

☐ that the Proposer does NOT agree to retain the employees of the prior Contractor or Subcontractor for a period of 90 days pursuant to California Labor Code 1070-1074. If this box is checked, the 10 percent preference will NOT be given.

Signature 	Title Jason Snow, Vice President/COO
Firm Name Southland Transit, Inc.	Date April 24, 2023



BID FOR SUNSHINE (SOUTH WHITTIER)  
SHUTTLE SERVICE (BRC0000416)

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PW-21.1 – Compliance/Fair Chance Employment Cert

**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION**

Company Name: Southland Transit, Inc.		
Company Address: 3650 Rockwell Avenue		
City: El Monte	State: California	Zip Code: 91731
Telephone Number: (626) 258-1310	E-Mail Address: jason@southlandtransit.com	
Solicitation/Contract for <u>Sunshine (South Whittier) Shuttle Services (BRC0000416)</u> Services		

**PROPOSER/CONTRACTOR CERTIFICATION**

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952, as indicated in Section 8.56 (Compliance with Fair Chance Employment Practices) of the Contract, and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

Print Name: Jason Snow	Title Vice President/COO
Signature: 	Date: April 24, 2023



PW-22.1 – COVID-19 Vaccination Certification of Compliance

**COVID-19 VACCINATION CERTIFICATION OF COMPLIANCE**

Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel)

I, Jason Snow, on behalf of Southland Transit, Inc.,  
(the "Contractor"), certify that on County Contract:

Contract Number	BRC0000416
Contract Name	Sunshine (South Whittier) Shuttle Services


- ☐ All Contractor Personnel on this Contract are fully vaccinated as required by the Ordinance.
- ☒ Most Contractor Personnel\* on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Contract, unless the contracting County department requires otherwise. The Contractor Personnel who have been granted a valid medical or religious exemption are [LIST ALL CONTRACTOR PERSONNEL]:

\*Contractor Personnel includes subcontractors at all tiers.

Michelle Gamez, Jose DeLoera, Daniel Becerill

Wayne Seale, Arturo Valdez, Julio Caravantes

I have authority to bind the Contractor, and have reviewed the requirements above and further certify that I will comply with said requirements.

Company/Contractor Name: <u>Southland Transit, Inc.</u>	
Print Name: <u>Jason Snow</u>	Title <u>Vice President/COO</u>
Signature: 	Date: <u>April 24, 2023</u>



LW-2.1 – Application for Living Wage Exemption (N/A)

**COUNTY OF LOS ANGELES LIVING WAGE PROGRAM**

**APPLICATION FOR EXEMPTION**


The Contract to be awarded pursuant to the County's solicitation is subject to the County of Los Angeles Living Wage Program (LW Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors must apply individually for consideration for an exemption from the LW Program. **To apply, Contractors must complete and submit this form with supporting documentation to the County after the Mandatory Proposers Conference by the due date set forth in the solicitation document.** Upon review of the submitted Application for Exemption, the County department will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the LW Program.

Company Name: <b>Southland Transit, Inc.</b>		
Company Address: <b>3650 Rockwell Avenue</b>		
City: <b>El Monte</b>	State: <b>California</b>	Zip Code: <b>91731</b>
Telephone Number: <b>(626) 258-1310</b>	Facsimile Number: <b>(626) 258-1329</b>	E-Mail Address: <b>jason@southlandtransit.com</b>
Awarding Department:		Contract Term: <b>5 Years</b>
Type of Service: <b>Transit Shuttle Service</b>		
Contract Dollar Amount: <b>\$11,679,802.92</b>		Contract Number (if any): <b>BRC0000416</b>
My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**I am requesting an exemption from the LW Program for the following reason(s) (*attach all documentation that supports your claim to this form*). Please check all that apply:**

- ☐ My business is subject to a bona fide Collective Bargaining Agreement (*attach agreement*); **AND**
- N/A ☐ the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business' Collective Bargaining Agreement):
- \_\_\_\_\_
- \_\_\_\_\_

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.**

PRINT NAME: <b>Jason Snow</b>	TITLE: <b>Vice President/COO</b>
SIGNATURE: 	DATE: <b>April 24, 2023</b>



LW-4.1 – Living Wage Compliance Statement



COUNTY OF LOS ANGELES

ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE FOR LIVING WAGE ORDINANCE  
AND CONTRACTOR NONRESPONSIBILITY DEBARMENT

The undersigned individual is the owner or authorized agent (Agent) of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm.

The Agent is required to check each of the following two boxes:

LIVING WAGE ORDINANCE:

☒ The Agent has read the County's Living Wage Ordinance (Los Angeles County Code, Sections 2.201.010 through 2.201.100), and understands that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

☒ The Agent has read the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Sections 2.202.010 through 2.202.060) and understands that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS:

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions, such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

- ☒ The Firm **HAS NOT** been named in a complaint, claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation, which involves an incident occurring within three (3) years of the date of the proposal; **OR**
- ☐ The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of this proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)


History of Determinations of Labor Law /Payroll Violations (Check One):

- ☒ There **HAS BEEN NO** determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- ☐ There **HAS BEEN** a determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- ☒ The Firm **HAS NOT** been debarred by any public entity during the past ten (10) years; **OR**
- ☐ The Firm **HAS** been debarred by a public entity within the past ten (10) years. Provide the pertinent information (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete, and correct.

Owner's/Agent's Authorized Signature 	Print Name and Title Jason Snow, Vice President/COO
Print Name of Firm Southland Transit, Inc.	Date April 24, 2023




LW-5.1 – Labor/Payroll/Debarment History

**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- ☐ An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- ☐ A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- ☐ A debarment by a public entity listed below within the past ten years.

Print Name of Firm: <b>Southland Transit, Inc.</b>	Print Name of Owner: <b>Timmy Mardirossian</b>
Print Address of Firm: <b>3650 Rockwell Avenue</b>	Owner's/AGENT's Authorized Signature: 
City, State, Zip Code: <b>El Monte, CA 91731</b>	Print Name and Title: <b>Jason Snow, Vice President/COO</b>

<b>Public Entity Name</b>	
<b>Public Entity Address:</b>	<b>Street Address:</b> <b>City, State, Zip:</b>
<b>Case Number/Date Claim Opened:</b>	<b>Case Number:</b> <b>Date Claim Opened:</b>
<b>Name and Address of Claimant:</b>	<b>Name:</b> <b>Street Address:</b> <b>City, State, Zip:</b>
<b>Description of Work: (e.g., Janitorial)</b>	
<b>Description of Allegation and/or Violation:</b>	
<b>Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)</b>	

☐ Additional Pages are attached for a total of \_\_\_\_\_ pages.

N/A



LW-8.1 – Staffing Plan Initial Term





LW-8.2 – Staffing Plan Option Year 1

**STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE (BRC000416)**

**BIDDER:** Southland Transit, Inc.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ANNUAL HOURS (52 x Hrs Per Wk)	HOURLY WAGE RATE	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Drivers	-	84.18	84.18	84.18	84.18	84.18	84.18	505.08	26,264.16	\$ 23.10	\$ 606,702.10
Project Manager	-	3.20	3.20	3.20	3.20	3.20	-	16.00	832.00	\$ 42.00	\$ 34,944.00
Field Supervision	-	8.00	8.00	8.00	8.00	8.00	-	40.00	2,080.00	\$ 23.10	\$ 48,048.00
Mechanics	-	8.35	6.00	6.00	6.00	6.00	6.00	38.35	1,994.20	\$ 33.60	\$ 67,005.12
Service Workers	-	1.33	1.33	1.33	1.33	1.33	1.33	7.98	414.96	\$ 25.20	\$ 10,456.99
Maintenance Manager	-	0.80	0.80	0.80	0.80	0.80	-	4.00	208.00	\$ 35.70	\$ 7,425.60
Accounting/Clerical	-	3.20	3.20	3.20	3.20	3.20	-	16.00	832.00	\$ 23.10	\$ 19,219.20
Project Safety Official	-	0.80	0.80	0.80	0.80	0.80	-	4.00	208.00	\$ 35.70	\$ 7,425.60
<b>Comments/Notes:</b>								<b>Total Annual Salaries</b>		<b>\$ 801,226.61</b>	
<b>**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATES IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS, OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.</b>								1) Vacations, Sick Leave, Holiday		\$ 203,206.49	
								2) Health Insurance		\$ 34,716.21	
								3) Payroll Taxes & Workers' Compensation		\$ 163,397.18	
								4) Welfare and Pension		\$	
								<b>Total Annual Employee Benefits (1+2+3+4)</b>		<b>\$ 401,319.88</b>	
								5) Equipment Costs		\$ 379,091.65	
								6) Service and Supply Costs		\$ 135,495.75	
								7) General and Administrative		\$ 442,116.52	
								8) Profit		\$ 88,278.19	
Note 1: Fuel Cost included in Line 5								<b>Total Annual Other Costs (5+6+7+8+9)</b>		<b>\$ 1,044,982.11</b>	
Note 2: Facility and Liability Insurance Costs included in Line 7								<b>TOTAL ANNUAL PRICE</b>		<b>\$ 2,247,528.60</b>	

\* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

\*\* Living Wage Rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your Bid to rejection.

Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; and estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the proposal.

Jason Snow, Vice President/COO

Name of Proposer

Signature

April, 24 2023

Date



LW-8.3 – Staffing Plan Option Year 2



**STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE (BRC000416)**

**BIDDER:** Southland Transit, Inc.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ANNUAL HOURS (52 x Hrs Per Wk)	HOURLY WAGE RATE	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Drivers	-	84.18	84.18	84.18	84.18	84.18	84.18	505.08	26,264.16	\$ 24.02	\$ 630,865.12
Project Manager	-	3.20	3.20	3.20	3.20	3.20	-	16.00	832.00	\$ 43.68	\$ 36,341.76
Field Supervision	-	8.00	8.00	8.00	8.00	8.00	-	40.00	2,080.00	\$ 24.02	\$ 49,961.60
Mechanics	-	8.35	6.00	6.00	6.00	6.00	6.00	38.35	1,994.20	\$ 34.94	\$ 69,677.35
Service Workers	-	1.33	1.33	1.33	1.33	1.33	1.33	7.98	414.96	\$ 26.21	\$ 10,876.10
Maintenance Manager	-	0.80	0.80	0.80	0.80	0.80	-	4.00	208.00	\$ 37.13	\$ 7,723.04
Accounting/Clerical	-	3.20	3.20	3.20	3.20	3.20	-	16.00	832.00	\$ 24.02	\$ 19,984.64
Project Safety Official	-	0.80	0.80	0.80	0.80	0.80	-	4.00	208.00	\$ 37.13	\$ 7,723.04
<b>Comments/Notes:</b>								<b>Total Annual Salaries</b>		<b>\$ 833,152.65</b>	
<b>**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATES IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS, OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.</b>								1) Vacations, Sick Leave, Holiday		\$ 211,334.75	
								2) Health Insurance		\$ 36,104.86	
								3) Payroll Taxes & Workers' Compensation		\$ 169,933.07	
								4) Welfare and Pension		\$	
								<b>Total Annual Employee Benefits (1+2+3+4)</b>		<b>\$ 417,372.68</b>	
								5) Equipment Costs		\$ 394,255.32	
								6) Service and Supply Costs		\$ 140,915.58	
								7) General and Administrative		\$ 459,870.77	
								8) Profit		\$ 91,809.32	
Note 1: Fuel Cost included in Line 5								<b>Total Annual Other Costs (5+6+7+8+9)</b>		<b>\$ 1,086,850.99</b>	
Note 2: Facility and Liability Insurance Costs included in Line 7								<b>TOTAL ANNUAL PRICE</b>		<b>\$ 2,337,376.32</b>	

\* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

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Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; and estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the proposal.

Jason Snow, Vice President/COO

Name of Proposer

Signature

April, 24 2023

Date



LW-8.4 – Staffing Plan Option Year 3

**STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE (BRC000416)**

**BIDDER:** Southland Transit, Inc.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ANNUAL HOURS (52 x Hrs Per Wk)	HOURLY WAGE RATE	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Drivers	-	84.18	84.18	84.18	84.18	84.18	84.18	505.08	26,264.16	\$ 24.98	\$ 656,078.72
Project Manager	-	3.20	3.20	3.20	3.20	3.20	-	16.00	832.00	\$ 45.43	\$ 37,797.76
Field Supervision	-	8.00	8.00	8.00	8.00	8.00	-	40.00	2,080.00	\$ 24.98	\$ 51,958.40
Mechanics	-	8.35	6.00	6.00	6.00	6.00	6.00	38.35	1,994.20	\$ 36.34	\$ 72,469.23
Service Workers	-	1.33	1.33	1.33	1.33	1.33	1.33	7.98	414.96	\$ 27.26	\$ 11,311.81
Maintenance Manager	-	0.80	0.80	0.80	0.80	0.80	-	4.00	208.00	\$ 38.61	\$ 8,030.88
Accounting/Clerical	-	3.20	3.20	3.20	3.20	3.20	-	16.00	832.00	\$ 24.98	\$ 20,783.36
Project Safety Official	-	0.80	0.80	0.80	0.80	0.80	-	4.00	208.00	\$ 38.61	\$ 8,030.88
<b>Comments/Notes:</b>								<b>Total Annual Salaries</b>		<b>\$ 866,461.04</b>	
<b>**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATES IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS, OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.</b>								1) Vacations, Sick Leave, Holiday		\$ 219,788.14	
								2) Health Insurance		\$ 37,549.05	
								3) Payroll Taxes & Workers' Compensation		\$ 176,730.39	
								4) Welfare and Pension		\$	
								<b>Total Annual Employee Benefits (1+2+3+4)</b>		<b>\$ 434,067.58</b>	
								5) Equipment Costs		\$ 410,025.53	
								6) Service and Supply Costs		\$ 146,552.20	
								7) General and Administrative		\$ 478,203.96	
								8) Profit		\$ 95,481.69	
Note 1: Fuel Cost included in Line 5								<b>Total Annual Other Costs (5+6+7+8+9)</b>		<b>\$ 1,130,263.38</b>	
Note 2: Facility and Liability Insurance Costs included in Line 7								<b>TOTAL ANNUAL PRICE</b>		<b>\$ 2,430,792.00</b>	

\* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

\*\* Living Wage Rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your Bid to rejection.

Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; and estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the proposal.

Jason Snow, Vice President/COO

Name of Proposer

Signature

April, 24 2023

Date



LW-8.5 – Staffing Plan Option Year 4

**STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE (BRC000416)**

**BIDDER:** Southland Transit, Inc.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ANNUAL HOURS (52 x Hrs Per Wk)	HOURLY WAGE RATE	ANNUAL COST	
	SUN	MON	TUE	WED	THU	FRI	SAT					
Drivers	-	84.18	84.18	84.18	84.18	84.18	84.18	505.08	26,264.16	\$ 25.98	\$ 682,342.88	
Project Manager	-	3.20	3.20	3.20	3.20	3.20	-	16.00	832.00	\$ 47.24	\$ 39,303.68	
Field Supervision	-	8.00	8.00	8.00	8.00	8.00	-	40.00	2,080.00	\$ 25.98	\$ 54,038.40	
Mechanics	-	8.35	6.00	6.00	6.00	6.00	6.00	38.35	1,994.20	\$ 37.80	\$ 75,380.76	
Service Workers	-	1.33	1.33	1.33	1.33	1.33	1.33	7.98	414.96	\$ 28.35	\$ 11,764.12	
Maintenance Manager	-	0.80	0.80	0.80	0.80	0.80	-	4.00	208.00	\$ 40.16	\$ 8,353.28	
Accounting/Clerical	-	3.20	3.20	3.20	3.20	3.20	-	16.00	832.00	\$ 25.98	\$ 21,615.36	
Project Safety Official	-	0.80	0.80	0.80	0.80	0.80	-	4.00	208.00	\$ 40.16	\$ 8,353.28	
Comments/Notes:						Total Annual Salaries						\$ 901,151.76
<b>**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATES IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS, OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.</b>						1) Vacations, Sick Leave, Holiday						\$ 228,579.67
						2) Health Insurance						\$ 39,051.01
						3) Payroll Taxes & Workers' Compensation						\$ 183,799.61
						4) Welfare and Pension						\$
						Total Annual Employee Benefits (1+2+3+4)						\$ 451,430.29
						5) Equipment Costs						\$ 426,426.55
						6) Service and Supply Costs						\$ 152,414.29
						7) General and Administrative						\$ 497,318.91
						8) Profit						\$ 99,300.96
Note 1: Fuel Cost included in Line 5						Total Annual Other Costs (5+6+7+8+9)						\$ 1,175,460.71
Note 2: Facility and Liability Insurance Costs included in Line 7												
						TOTAL ANNUAL PRICE						\$ 2,528,042.76

\* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

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Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; and estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

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Jason Snow, Vice President/COO

Name of Proposer

Signature

April, 24 2023

Date

### III. STI Exhibits

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- Exhibit 1 – Michelle Gamez Resume
- Exhibit 2 – Wayne Seale Resume
- Exhibit 3 – Proposed Spare Bus
- Exhibit 4 – Driver Licenses and Certifications
- Exhibit 5 – Technician Certifications
- Exhibit 6 – Most Recent CHP Terminal Inspections (3 years)
- Exhibit 7 – CBE Program Outreach/Good Faith Efforts



Exhibit 1 – Michelle Gamez Resume

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**Michelle Gamez - Resume****Senior Project Manager**

**SENIOR TRANSIT MANAGER** with significant experience in providing dial-a-ride and fixed route transit service in highly productive environments using automated dispatching. Experienced with project reporting, both customer required reports and NTD reporting. Responsible for selection and training of customer service and dispatch staff for the company's consolidated call center.

**PROFESSIONAL EXPERIENCE****Southland Transit, Inc.****Senior Project Manager****2009 to present**

Responsible for overall operation of the company's municipal fixed route and dial-a-ride services. Interviewed, selected & trained customer service team leaders and reservationists in effective use of the Trapeze system. Developed the company's approach to the effective use of Trapeze in a dial-a-ride environment. Interviewed potential operators and selected for training. Investigated accidents and/or incidents & provided reports to clients. Handled customer comments and complaints. Developed direct relationships with problem clients to insure their issues were not disruptive to the service. Worked with the other project managers to develop facility wide solutions, in particular the movement of the vehicle washing and cleaning crews from being managed by the maintenance staff to the operations staff resulting in a more accountable and organized vehicle cleaning/detailing program.

**Project Manager- Alhambra and Rosemead****2012 to 2013**

Responsible for the daily operations of the Alhambra and Rosemead Services. Provide supervision for operators and call center. Produced monthly billing reports to suit client needs. Compiled information for and to adhere to NTD reporting requirements.

**Call Center Manager****2003 to 2008**

Managed consolidated call center operation using Trapeze automated dispatching for the Cities of Monrovia, Alhambra, West Covina and the Downey Regional Medical Center. Trained all team leaders and reservationists in the proper operation of the Trapeze system. Monitored telephone performance, system productivity and on-time performance. Managed the service implementation for the dispatch portion of the West Covina Project.

**Dispatcher****2002 to 2003**

Worked as a reservations call taker and later a dispatcher on the Alhambra Transit system. During this period system was changing from a manual system to Trapeze as part of a technology demonstration project.

**EDUCATION AND TRAINING**

University of the Pacific, Eberhardt School of Business  
*Transit Paratransit Management Program Certificate*  
Drug & Alcohol Reasonable Suspicion Training  
Sexual Harassment Awareness/Prevention Training  
STI Basic Supervision Course  
Trapeze Dispatch Software Training  
LACMTA NTD Training





Exhibit 2 – Wayne Seale Resume

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

## **PROFESSIONAL EXPERIENCE**

**Southland Transit, Inc., El Monte, California – Director of Maintenance      1989 to Present**  
Starting as a Shop Manager Mr. Seale has progressed to the current position with full responsibility for maintenance of over 300 vehicles providing service on 18 separate transit or paratransit contracts; Manages foremen and lead mechanics in eight facilities throughout southern California; has been responsible for the equipment and maintenance start-up functions of seven service implementation projects over the past eight years; has established highly effective programs for the maintenance of wireless data technology in company owned shops to ensure the reliability of core communications technologies. Some of the high points of his career at Southland include:

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

**Autospec, Bellflower, CA – Proprietor      1983 to 1989**  
Owner of a specialty automotive business which provided restoration and rebuilding services for classic, collector and special interest vehicles; Provided full restoration services including mechanical retrofitting as well as body and painting services. Developed a high level of expertise in specialized high performance suspension systems.

**Fiat Motors of North America – Technical Parts Analyst      1974 to 1983**  
Researched problems with serviceability of OEM parts; Implemented identification procedures to correct and maintain accountability of parts defects; Generated technical bulletins to advise dealers of parts problems; Assisted field representatives with part related problems.

## **EDUCATION AND CERTIFICATIONS**

- ASE Certifications – Master Technician (Automotive & Transit Bus), Compressed Natural Gas Technology
- R134/Macs AC Certification
- Ford and Fiat Factory Certification in Diagnostics
- Harbor Community College – Associates of Arts degree

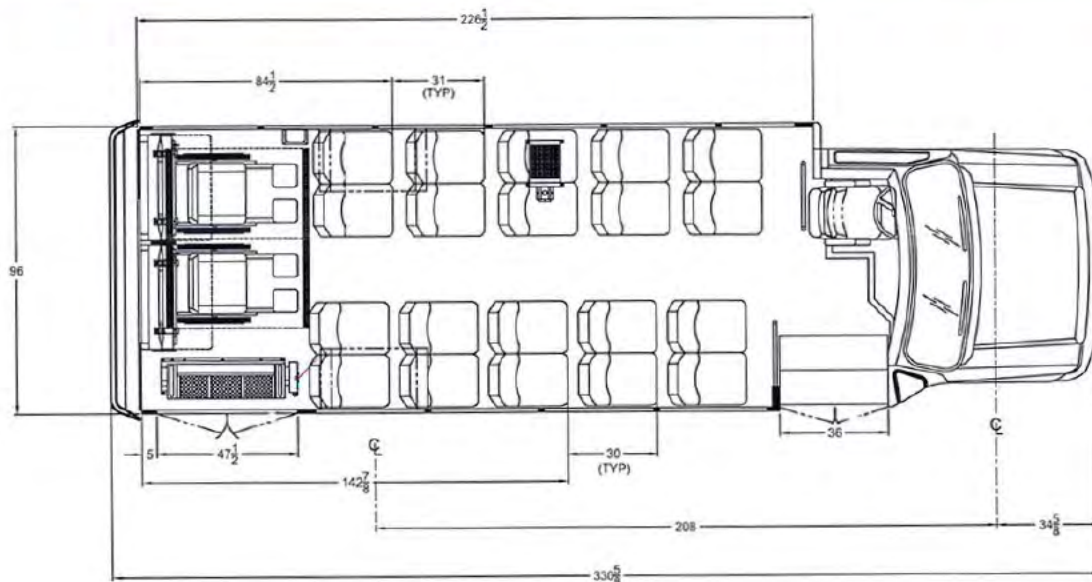


Exhibit 3 – Proposed Spare Bus



Creative Bus Sales  
THE NATION'S LARGEST BUS DEALER SINCE 1980

## 2022 Starcraft Allstar 27'



[Contact Us](#)

888.633.8380

[CreativeBusSales.com](https://CreativeBusSales.com)





## Specifications

### Chassis

- 2022 Ford E-450
- Engine 7.3L V-8
- Alternative Fuel Prep Package

### Exterior

- Exterior Color: White
- 208" Wheelbase
- Fully welded steel cage construction meeting all applicable FMVSS requirements
- "Starview" driver's visibility window in front of entry door
- Electric actuated 36" passenger entry door with full length glass
- 36" wide x 36" high upper double T-Slider tempered safety glass windows with climate control tint
- Black powder coated steel rear bumper
- Rear mud flaps
- Pre-painted white aluminum side, skirts
- Fiberglass front and rear caps
- One-piece seamless FRP (fiberglass reinforced plastic) roof
- Breakaway rearview mirrors with built-in convex
- Front destination sign window with overhead access door
- Side destination sign window

### Interior

- 93" Interior Width
- 80" Interior floor to ceiling height (raised floor is 75")
- Floor and wall seat track for flexible seating
- Black slip resistant floor covering
- 5/8" exterior grade plywood flooring
- Ceiling and rear wall fabric for sound abatement
- White step nosing
- Printed circuit board with automotive type fuses and LED trouble shooting lights
- Driver Area: Grey padded vinyl
- Walls and Ceiling: Grey padded vinyl
- Flooring: Gerflor Sirius Graphite Grey
- Ceiling grab rail (each) on both sides
- 1 1/4" dual entry grab rails parallel to entrance steps (both sides)
- Stanchion and modesty panel behind driver
- Forward floor layout

### A/C and Heat

- A/C System: TA733 Super 68K Dual Compressor
- Heater: 65K BTU floor mounted, 3 speed low profile OK side sliders

### Lighting

- Door activated interior lights
- Surface mound LED entry door exterior light
- Sealed LED stop, tail, and turn signal lights with LED back-up lights
- LED front and rear marker lights
- LED entry door step well lights
- LED driver and passenger area lighting

### Electrical

- 225 AMP OEM alternator
- Intermotive Flex Tech Electrical System

### Audio/Visual

- Deluxe AM/FM/CD with clock & 4 speakers with PA module added to stereo system
- Rosco back-up camera system w/ 7" rearview monitor/mirror combo



## Wheelchair Accessibility

- 34" x 54" Braun wheelchair lift located in the rear of the unit
- Intermotive Gateway Transit Fast Idle with lift interlock
- Wheelchair door upfit package

## Accessories

- Manual Q' Straint securement kit (2)
- Priority seating sign \*\*Required for ADA compliance\*\*
- Wheelchair decal (international symbol of accessibility) each

## Safety

- Back-Up Alarm SAE Type C 97 db(A)

## Passenger Seating Options

- 20 Passenger, 2 Wheelchair
- 22 Passenger, 1 Wheelchair
- 24 Passenger, 0 Wheelchair

## Seating

- Passenger Seating
  - Seat Fabric: Level 6 Duratex Jordan Blue
  - Mid high, double seat (10)
  - Handi Flip, double seat (2)
  - Seat belt, non- retractable (24)
  - Seat belt loop (24)
  - Antivandal grab handle on aisle seats (10)
- Driver Seating: SHIELD FC Recliner, RH Arm, 4 Position Lumbar, Mesh Pocket
  - Driver Seat Cover: Level 6 Duratex Jordan Blue



## Warranty

### Manufacturer Warranty

- Starcraft 5 Year/100,000 Miles

### Chassis Warranty

- Ford E-450 Bumper to Bumper: 3 Year/36,000 Miles
- Ford E-450 Powertrain: 5 Year/60,000 Miles

All vehicles come with warranty, but Creative Bus Sales offers more value without the added cost. Our coverage and support comes with each of our new buses — *standard*.

### We Process All The Warranty Registrations

We register all of your bus parts for you, no more pesky warranty cards to fill out. This includes *all* parts, wheelchair lift, electronics, HVAC, etc.

### We Handle All The Paperwork

We administer and coordinate any warranty work. You make one call to our warranty department, and they take it from there.

### Repair Facilities Near You

When warranty work is needed, we use service repair facilities near the bus location. We have over 3200 authorized centers and growing. You will never have to drive far to get repairs completed.

### No More Claim Forms

Creative Bus handles all parts of the claim process, you will have no out of pocket expenses, no reimbursements, and the service facility will be paid directly by us.

### Longer Warranty Period

We have negotiated extended periods for the units we sell. Unprecedented 60 month/100,000 mile bumper-to-bumper warranty on the Starcraft bus upfit.



Exhibit 4 – Driver Licenses and Certifications



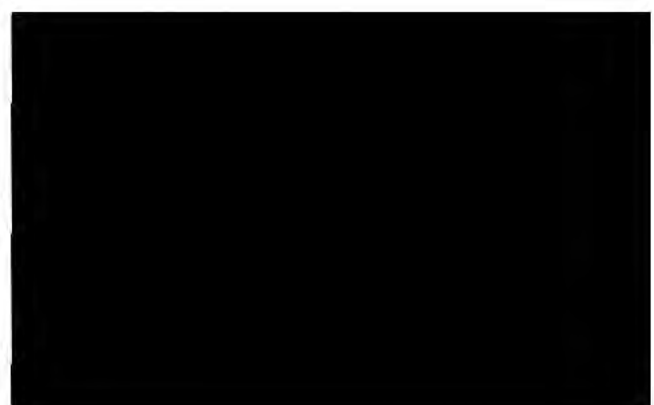
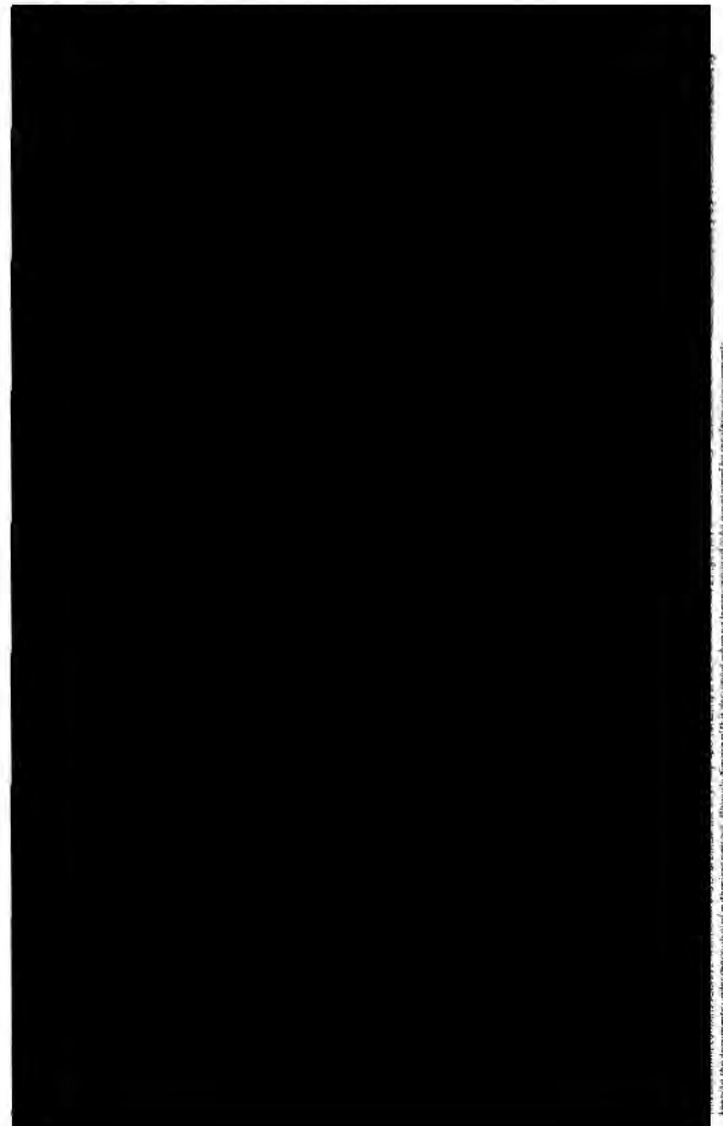
Driver Proficiency (13CCR, 1229)  
Authorized Vehicles (13CCR, 1234 (b))

**Becerril, Daniel**

Driver's Name

That he/she can safely operate the below described  
Vehicles equipment:

<b>Class B bus or van which is designed to:</b>	
<input checked="" type="checkbox"/>	Passenger endorsement
	Carry 11-15 passengers, including driver (Rest. 74 or 75)
	Carry 16 or more passengers, including driver, with GVWR of 26,000 lbs or less. (Rest. 76)
<input checked="" type="checkbox"/>	Carry 16 or more passengers, including driver, with GVWR of 26,001 lbs or more.
<b>Vehicle equipped:</b>	
<input checked="" type="checkbox"/>	Automatic transmission (Rest. 64)
	Manual transmission
<input checked="" type="checkbox"/>	Air brakes
	Hydraulic brakes (Rest. 48)
<input checked="" type="checkbox"/>	NABI AND NEW FLYER BUSES
<input checked="" type="checkbox"/>	Rest 01 & 46
<input checked="" type="checkbox"/>	Rest 42



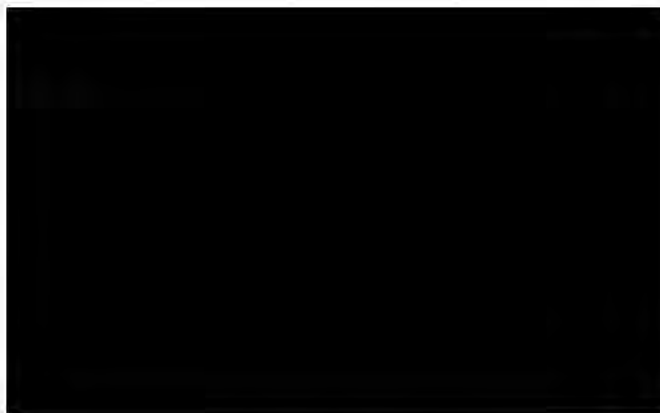
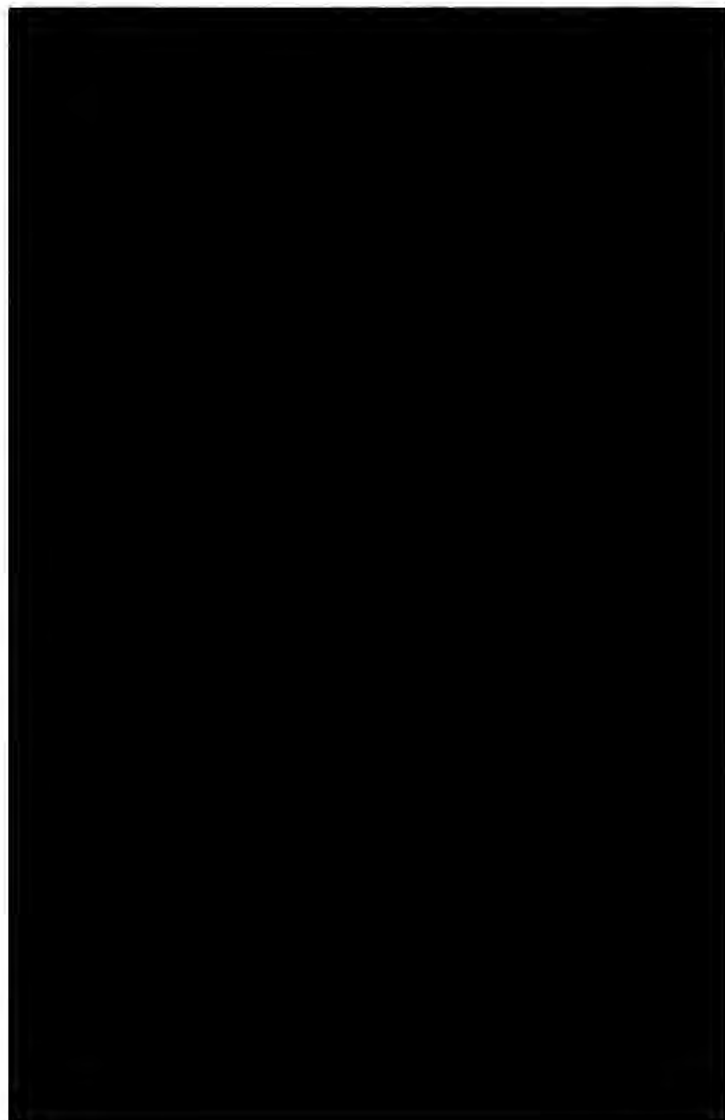
**Driver Proficiency (13CCR, 1229)  
Authorized Vehicles (13CCR, 1234 (b))**

**Ceniceros, Carlos**

Driver's Name

That he/she can safely operate the below described  
Vehicles equipment:

<b>Class B bus or van which is designed to:</b>	
<input checked="" type="checkbox"/>	Passenger endorsement
<input type="checkbox"/>	Carry 11-15 passengers, including driver (Rest. 74 or 75)
<input type="checkbox"/>	Carry 16 or more passengers, including driver, with GVWR of 26,000 lbs or less. (Rest. 76)
<input checked="" type="checkbox"/>	Carry 16 or more passengers, including driver, with GVWR of 26,001 lbs or more.
<b>Vehicle equipped:</b>	
<input checked="" type="checkbox"/>	Automatic transmission (Rest. 64)
<input type="checkbox"/>	Manual transmission
<input checked="" type="checkbox"/>	Air brakes
<input type="checkbox"/>	Hydraulic brakes (Rest. 48)
<input checked="" type="checkbox"/>	NABI AND NEW FLYER BUSES Rest 42
<input checked="" type="checkbox"/>	Rest 01 & 46



**Driver Proficiency (13CCR, 1229)  
Authorized Vehicles (13CCR, 1234 (b))**

**DeLoera, Jose**

Driver's Name

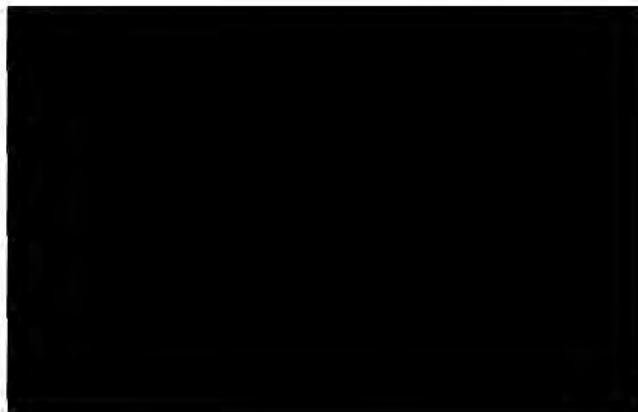
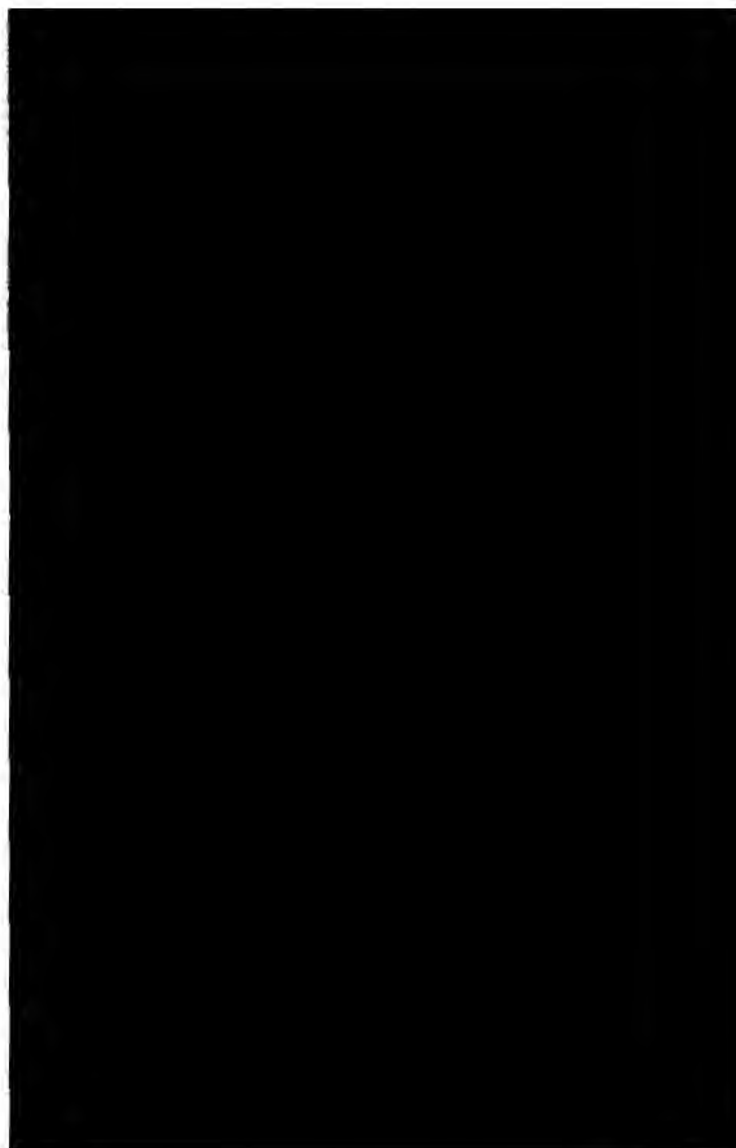
That he/she can safely operate the below described  
Vehicles equipment:

**Class B bus or van which is designed to:**

<input checked="" type="checkbox"/>	Passenger endorsement
<input type="checkbox"/>	Carry 11-15 passengers, including driver (Rest. 74 or 75)
<input type="checkbox"/>	Carry 16 or more passengers, including driver, with GVWR of 26,000 lbs or less. (Rest. 76)
<input checked="" type="checkbox"/>	Carry 16 or more passengers, including driver, with GVWR of 26,001 lbs or more.

**Vehicle equipped:**

<input checked="" type="checkbox"/>	Automatic transmission	(Rest. 64)
<input type="checkbox"/>	Manual transmission	
<input checked="" type="checkbox"/>	Air brakes	
<input type="checkbox"/>	Hydraulic brakes	(Rest. 48)
<input checked="" type="checkbox"/>	NABI AND NEW FLYER BUSES	
<input checked="" type="checkbox"/>	Rest 01 & 46	
<input checked="" type="checkbox"/>	Rest 42	



Driver Proficiency (13CCR, 1229)  
Authorized Vehicles (13CCR, 1234 (b))

**Gomez, Abraham**

Driver's Name

That he/she can safely operate the below described  
Vehicles equipment:

**Class B bus or van which is designed to:**

X	Passenger endorsement
	Carry 11-15 passengers, including driver (Rest. 74 or 75)
	Carry 16 or more passengers, including driver, with GVWR of 26,000 lbs or less. (Rest. 76)
X	Carry 16 or more passengers, including driver, with GVWR of 26,001 lbs or more.

**Vehicle equipped:**

X	Automatic transmission	(Rest. 64)
	Manual transmission	
X	Air brakes	
	Hydraulic brakes	(Rest. 48)
X	NABI AND NEW FLYER BUSES Rest 42	

Driver Proficiency (13CCR, 1229)  
Authorized Vehicles (13CCR, 1234 (b))

**King, Richard**

Driver's Name

That he/she can safely operate the below described  
Vehicles equipment:

**Class B bus or van which is designed to:**

<input checked="" type="checkbox"/>	Passenger endorsement
<input type="checkbox"/>	Carry 11-15 passengers, including driver (Rest. 74 or 75)
<input type="checkbox"/>	Carry 16 or more passengers, including driver, with GVWR of 26,000 lbs or less. (Rest. 76)
<input checked="" type="checkbox"/>	Carry 16 or more passengers, including driver, with GVWR of 26,001 lbs or more.

**Vehicle equipped:**

<input checked="" type="checkbox"/>	Automatic transmission	(Rest. 64)
<input type="checkbox"/>	Manual transmission	
<input checked="" type="checkbox"/>	Air brakes	
<input type="checkbox"/>	Hydraulic brakes	(Rest. 48)
<input checked="" type="checkbox"/>	NABI AND NEW FLYER BUSES	
<input checked="" type="checkbox"/>	Rest 46	
<input checked="" type="checkbox"/>	Rest 42	

Driver Proficiency (13CCR, 1229)  
Authorized Vehicles (13CCR, 1234 (b))

**Molina, Claudia**

Driver's Name

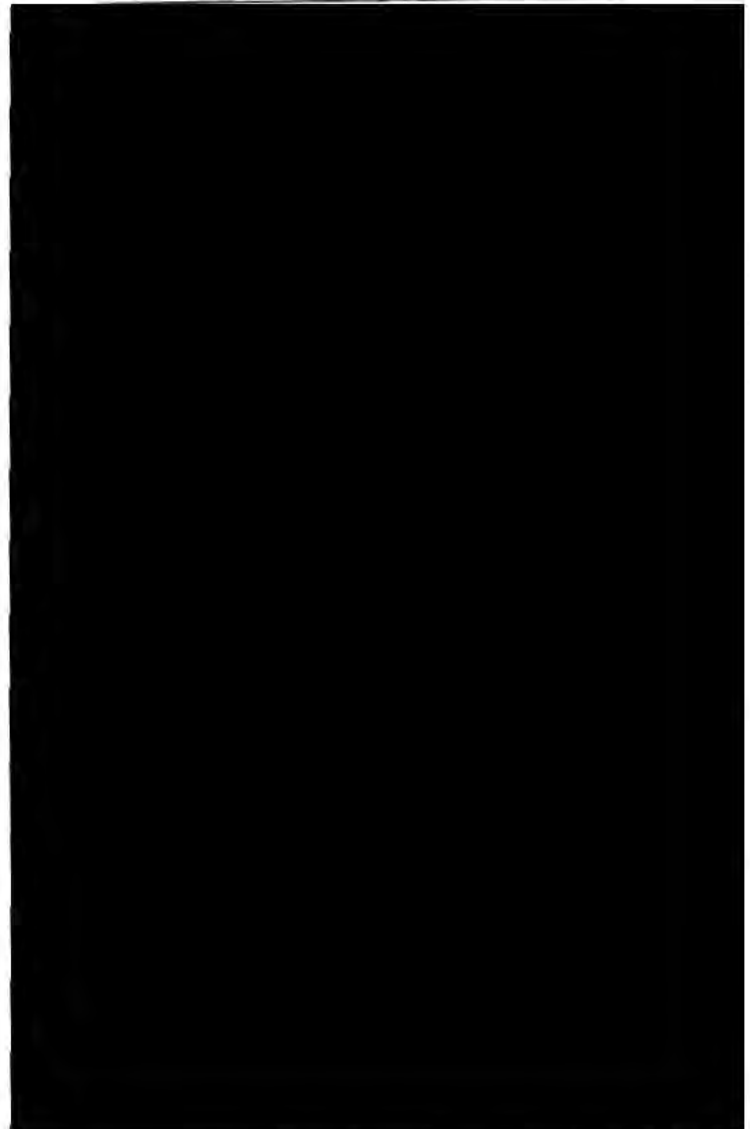
That he/she can safely operate the below described  
Vehicles equipment:

**Class B bus or van which is designed to:**

X	Passenger endorsement
	Carry 11-15 passengers, including driver (Rest. 74 or 75)
	Carry 16 or more passengers, including driver, with GVWR of 26,000 lbs or less. (Rest. 76)
X	Carry 16 or more passengers, including driver, with GVWR of 26,001 lbs or more.

**Vehicle equipped:**

X	Automatic transmission	(Rest. 64)
	Manual transmission	
X	Air brakes	
	Hydraulic brakes	(Rest. 48)
X	NABI AND NEW FLYER BUSES Rest 42	



Driver Proficiency (13CCR, 1229)  
Authorized Vehicles (13CCR, 1234 (b))

**Muniz, Monica**

Driver's Name

That he/she can safely operate the below described  
Vehicles equipment:

<b>Class B bus or van which is designed to:</b>	
<input checked="" type="checkbox"/>	Passenger endorsement
<input type="checkbox"/>	Carry 11-15 passengers, including driver (Rest. 74 or 75)
<input type="checkbox"/>	Carry 16 or more passengers, including driver, with GVWR of 26,000 lbs or less. (Rest. 76)
<input checked="" type="checkbox"/>	Carry 16 or more passengers, including driver, with GVWR of 26,001 lbs or more.
<b>Vehicle equipped:</b>	
<input checked="" type="checkbox"/>	Automatic transmission (Rest. 64)
<input type="checkbox"/>	Manual transmission
<input checked="" type="checkbox"/>	Air brakes
<input type="checkbox"/>	Hydraulic brakes (Rest. 48)
<input checked="" type="checkbox"/>	NABI AND NEW FLYER BUSES
<input checked="" type="checkbox"/>	Rest 40
<input checked="" type="checkbox"/>	Rest 42
<input checked="" type="checkbox"/>	Rest 46

Driver Proficiency (13CCR, 1229)  
Authorized Vehicles (13CCR, 1234 (b))

**Rivas, Luis**

Driver's Name

That he/she can safely operate the below described  
Vehicles equipment:

**Class B bus or van which is designed to:**

X	Passenger endorsement
	Carry 11-15 passengers, including driver (Rest. 74 or 75)
	Carry 16 or more passengers, including driver, with GVWR of 26,000 lbs or less. (Rest. 76)
X	Carry 16 or more passengers, including driver, with GVWR of 26,001 lbs or more.

**Vehicle equipped:**

X	Automatic transmission	(Rest. 64)
	Manual transmission	
X	Air brakes	
	Hydraulic brakes	(Rest. 48)
X	NABI AND NEW FLYER BUSES Rest 42	



**Driver Proficiency (13CCR, 1229)  
Authorized Vehicles (13CCR, 1234 (b))**

**Ranjel, Alejandra**

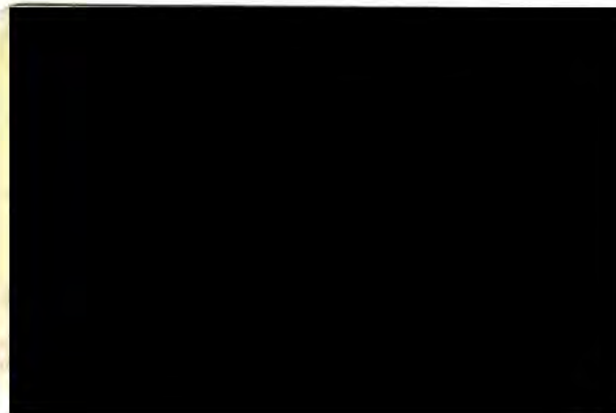
Driver's Name

That he/she can safely operate the below described  
Vehicles equipment:

<b>Class B bus or van which is designed to:</b>	
<input checked="" type="checkbox"/>	Passenger endorsement
	Carry 11-15 passengers, including driver (Rest. 74 or 75)
	Carry 16 or more passengers, including driver, with GVWR of 26,000 lbs or less. (Rest. 76)
<input checked="" type="checkbox"/>	Carry 16 or more passengers, including driver, with GVWR of 26,001 lbs or more.
<b>Vehicle equipped:</b>	
<input checked="" type="checkbox"/>	Automatic transmission (Rest. 64)
	Manual transmission
<input checked="" type="checkbox"/>	Air brakes
	Hydraulic brakes (Rest. 48)
	NABI AND NEW FLYER BUSES
<input checked="" type="checkbox"/>	Rest 01 & 46
<input checked="" type="checkbox"/>	Rest 40
<input checked="" type="checkbox"/>	Rest 42



Exhibit 5 – Technician Certifications







National Institute for  
**AUTOMOTIVE  
SERVICE  
EXCELLENCE**



*Be it known that*

**WAYNE E SEALE**

has successfully passed the examinations and met the work experience requirement prescribed by the National Institute for Automotive Service Excellence and is hereby **ASE CERTIFIED** in the service areas listed below.

**MASTER MEDIUM/HEAVY VEHICLE TECHNICIAN**

AREAS OF DEMONSTRATED ACHIEVEMENT

DIESEL ENGINES

DRIVE TRAIN AND TRANSMISSION

BRAKES

SUSPENSION AND STEERING

ELECTRICAL/ELECTRONIC SYSTEMS

HEATING, VENTILATION, AND A/C

EXPIRES

DECEMBER 31, 2024

DECEMBER 31, 2024

DECEMBER 31, 2024

DECEMBER 31, 2024

DECEMBER 31, 2024

DECEMBER 31, 2024

\*\* \*\* \*

GIVEN THIS 2ND DAY OF AUGUST 2019, AT LEESBURG, VIRGINIA

ASE-1440-0016

ASE IDENTIFICATION NUMBER

  
TIMOTHY A. ZILKE, President





National Institute for  
**AUTOMOTIVE  
 SERVICE  
 EXCELLENCE**



*Be it known that*

**WAYNE E SEALE**

has successfully passed the examinations and met the work experience requirement prescribed by the National Institute for Automotive Service Excellence and is hereby **ASE CERTIFIED** in the service areas listed below.

**MASTER AUTOMOBILE TECHNICIAN**

AREAS OF DEMONSTRATED ACHIEVEMENT

EXPIRES

ENGINE REPAIR

DECEMBER 31, 2025

AUTOMATIC TRANSMISSION/TRANSAXLE

DECEMBER 31, 2025

MANUAL DRIVE TRAIN AND AXLES

DECEMBER 31, 2025

SUSPENSION AND STEERING

DECEMBER 31, 2025

BRAKES

DECEMBER 31, 2025

ELECTRICAL/ELECTRONIC SYSTEMS

DECEMBER 31, 2025

HEATING AND AIR CONDITIONING

DECEMBER 31, 2025

ENGINE PERFORMANCE

DECEMBER 31, 2025

\*\*\* \*\*

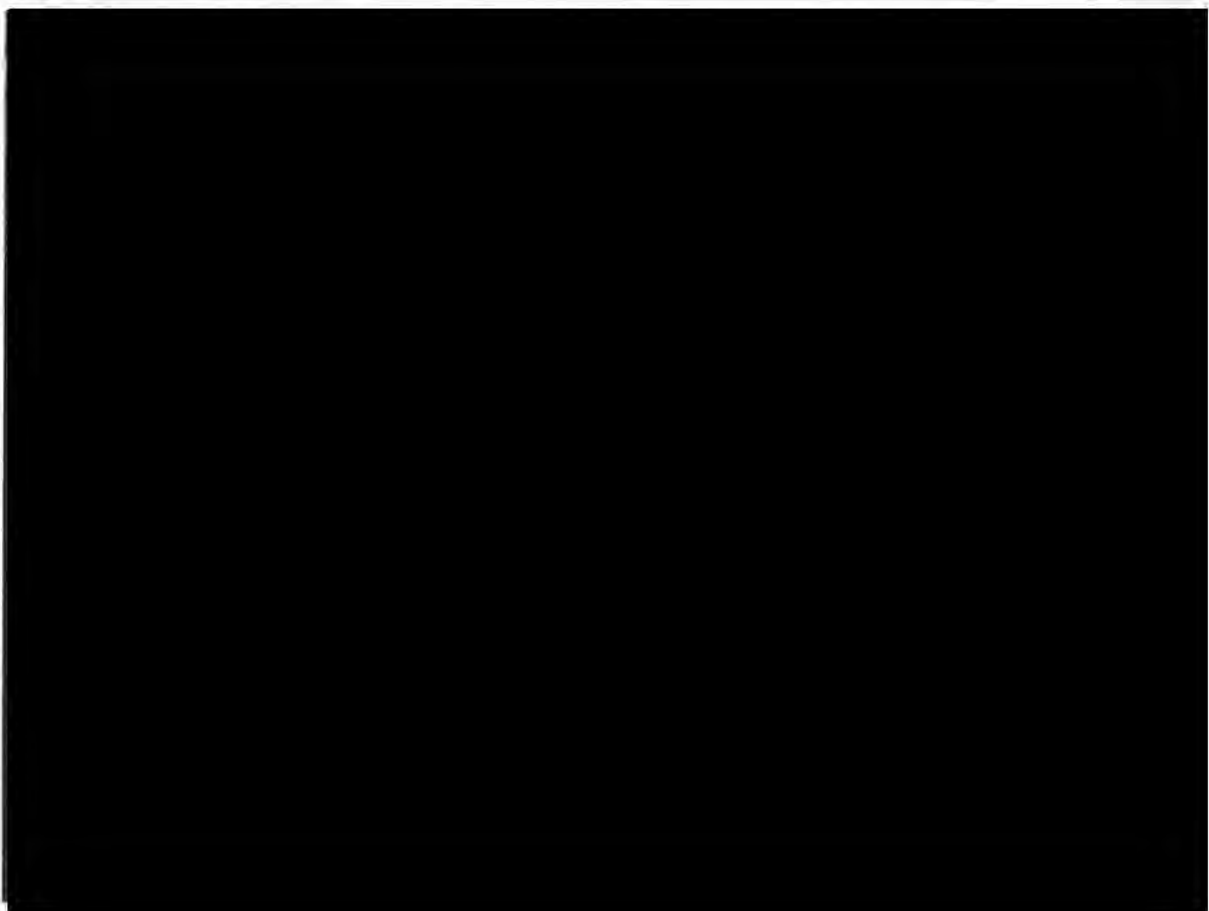
GIVEN THIS 17TH DAY OF JULY 2020, AT LEESBURG, VIRGINIA

ASE-1440-0016

ASE IDENTIFICATION NUMBER

*Timothy A. Zilke*

TIMOTHY A. ZILKE, President







#### OFFICERS

Michael Deese  
Past Chairman

Andrew Fiffick  
Chairman

Gus Swensen  
Vice-Chairman

Peter Coll  
Treasurer

David Jack  
Secretary

#### DIRECTORS

Jim Adkinson

Michael Dawson

Phil Jones

Mary Koban

Randy Rankin

Mark Schmitz

Danny Spitznagel

Steve Sunday

7/12/2011

Dear Julio C. Caravantes:

MACS-EIF has advised MACS that a passing score of 96 % was achieved on the test you submitted for MACS Worldwide Refrigerant Recycling & Service Procedures Certification.

Enclosed is a certificate and a laminated, wallet-size card acknowledging your successful participation in this program.

PLEASE NOTE: MACS Worldwide certification does not provide you with MACS Worldwide membership benefits. Join today! You are entitled to a special electronic membership by using the enclosed application form.

Sincerely,

Elvis Hoffpauir  
President  
Mobile Air Conditioning Society Worldwide

The Mobile Air Conditioning Society is a non-profit 501 (c) (6) organization dedicated to providing education and communication for the industry.



WE SUPPORT  
VOLUNTARY  
TECHNICIAN  
CERTIFICATION

CHAIRMAN &  
CHIEF EXECUTIVE OFFICER  
Andrew Fiffick  
Phone: (440) 667-3278  
RadAirAndy@aol.com

PRESIDENT &  
CHIEF OPERATING OFFICER  
Elvis Hoffpauir  
elvis@macsw.org

MACS Worldwide  
Headquarters  
P.O. Box 88  
Lansdale, PA 19446  
Phone: (215) 631-7020  
Fax: (215) 631-7017

MACS WORLDWIDE ON  
THE WORLD WIDE WEB  
www.macsw.org  
E-MAIL  
info@macsw.org





7/12/2011

337001

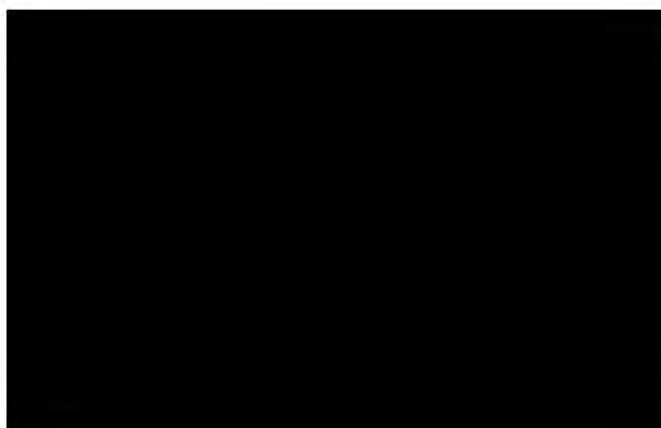
**Julio C. Caravantes**

**Diversified Transportation**

**has successfully completed training in CFC-12/HFC-134a  
refrigerant recycling and service procedures offered  
by the Mobile Air Conditioning Society Worldwide, as  
required by Section 609 Of the Clean Air Act.**



**Elvis Hoffpauir, President**







# Certificate of Completion

By the Authority of the **Directors of the Southern California  
Regional Transit Training Consortium**, we hereby offer upon

**Arturo Valdez**

for successfully completing 16 hours of training in:

**Brakes I – #SC-BR-1300-I**

This certificate is presented in appreciation of your dedication  
and commitment to the transportation industry.

A handwritten signature in black ink, appearing to read "John", is written over a horizontal line.

Chairperson

4/17/2015

Date

A handwritten signature in black ink, appearing to read "Ben", is written over a horizontal line.

Instructor

4/17/2015

Date

This project was made possible by the SCRTTC and LA BOS funding.





# Certificate of Completion

By the Authority of the **Directors of the Southern California  
Regional Transit Training Consortium**, we hereby offer upon

**Arturo Valdez**

for successfully completing 16 hours of training in:

**Brakes II – #SC-BR-1300-II**

This certificate is presented in appreciation of your dedication  
and commitment to the transportation industry.

A handwritten signature in black ink, appearing to be "J. Valdez", written over a horizontal line.

Chairperson

5/15/2015

Date

A handwritten signature in black ink, appearing to be "Alvin E. King", written over a horizontal line.

Instructor

5/15/2015

Date

This project was made possible by the SCR TTC and LA BOS funding.



▼

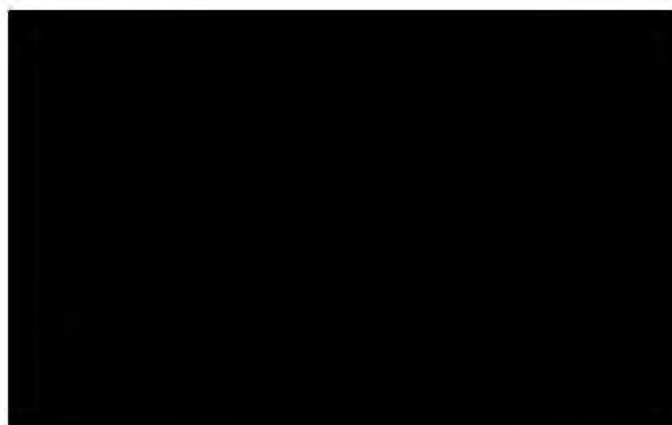




Exhibit 6 – Most Recent CHP Terminal Inspections (3 years)

**SAFETY COMPLIANCE REPORT/  
TERMINAL RECORD UPDATE**

CHP 343 (Rev 12-17) OPI 062

NEW TERMINAL INFORMATION	CA NUMBER	FILE CODE NUMBER	COUNTY CODE	BED
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	216255	258682	19	N/A
TERMINAL TYPE	CODE	OTHER PROGRAM(S)	LOCATION CODE	SUBAREA
<input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus <input type="checkbox"/> Mod Limo	B	None	525	S31

CARRIER LEGAL NAME	TERMINAL NAME (IF DIFFERENT)	TELEPHONE NUMBER (W/AREA CODE)
Southland Transit, Inc.	N/A	(626) 258-1310

TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)

3650 Rockwell Ave. El Monte, CA 91731

MAILING ADDRESS (NUMBER, STREET, CITY, STATE, ZIP CODE) (IF DIFFERENT FROM ABOVE)

INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)

3650 Rockwell Ave. El Monte, CA 91731

**LICENSE, FLEET AND TERMINAL INFORMATION**

HM LIC. NO.	HWT. REG. NO.	IMS LIC. NO.	TRUCKS AND TYPES	TRAILERS AND TYPES	PASS VEH. BY TYPE	DRIVERS	BIT FLEET SIZE
					I 43 II Mod Limo N/A	79	Powered
EXP. DATE	EXP. DATE	EXP. DATE	REG. CT	HW VEH.	HW CONT.	PPB / CSAT	Towed
						<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
TERMINALS IDENTIFIED IN SECTION 34515(b) CVC			FILE CODE NUMBERS OF TERMINALS INCLUDED IN INSPECTION AS A RESULT OF SECTION 34515(b) CVC				
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							

**EMERGENCY CONTACTS (In Calling Order of Preference)**

EMERGENCY CONTACT (NAME)	DAY TELEPHONE NO. (W/AREA CODE)	NIGHT TELEPHONE NO. (W/AREA CODE)
Wayne Seale	(626) 258-1310	(626) 734-5842
EMERGENCY CONTACT (NAME)	DAY TELEPHONE NO. (W/AREA CODE)	NIGHT TELEPHONE NO. (W/AREA CODE)
Joleen Judd	(626) 258-1310	(626) 258-1310

**ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL LAST YEAR [ 2018 ]**

A	B	C	D	E	F	G	H	I
<input type="checkbox"/> UNDER 15,000	<input type="checkbox"/> 15,001 — 50,000	<input type="checkbox"/> 50,001 — 100,000	<input type="checkbox"/> 100,001 — 500,000	<input type="checkbox"/> 500,001 — 1,000,000	<input checked="" type="checkbox"/> 1,000,001 — 2,000,000	<input type="checkbox"/> 2,000,001 — 5,000,000	<input type="checkbox"/> 5,000,001 — 10,000,000	<input type="checkbox"/> MORE THAN 10,000,000

**OPERATING AUTHORITIES OR PERMITS**

PUC	<input type="checkbox"/> T	<input type="checkbox"/> TCP	MOTOR CARRIER OF PROPERTY PERMIT ACTIVE	IMS FITNESS EVALUATION
		<input type="checkbox"/> PSC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
USDOT	USDOT NUMBER	<input type="checkbox"/> MC	REASON FOR INSPECTION	
	2805704	<input type="checkbox"/> MX	Annual Bus without Authority Inspection	

INSPECTION FINDINGS		INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated N/A = Not Applicable																			
REQUIREMENTS	VIOL	MAINTENANCE PROGRAM				DRIVER RECORDS				REG. EQUIPMENT				HAZARDOUS MATERIALS				TERMINAL			
MAINTENANCE PROGRAM	1	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S						
DRIVER RECORDS		No. 9 Time 1.5				No. 12 Time 5.5				No. 9 Time 8.0				TIME				TOTAL TIME 15.0			
DRIVER HOURS		HAZARDOUS MATERIALS				CONTAINERS/TANKS				VEHICLES PLACED OUT-OF-SERVICE											
		<input checked="" type="checkbox"/> No H/M Transported <input type="checkbox"/> No H/M violations noted				No. N/A Time N/A				Vehicles 1				Units							

BRAKES		REMARKS
LAMPS & SIGNALS		
CONNECTING DEVICES		
STEERING & SUSPENSION	1	
TIRES & WHEELS		
EQUIPMENT REQUIREMENTS	2	
CONTAINERS & TANKS		
HAZARDOUS MATERIALS		

**Information**

Terminal is rated satisfactory at this time, see attached report for additional information.

INSPECTION TYPE	NON-BIT	CPSS	CHP 345	CHP 100D COL	INSPECTION DATE(S)	TIME IN	TIME OUT
<input checked="" type="checkbox"/> I <input type="checkbox"/> R	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>	4	11/06, 11/07, 11/13	0730	0930
INSPECTED BY (NAME(S))					ID NUMBER(S)	SUSPENSE DATE	
J. Paz					A12829	<input checked="" type="checkbox"/> Auto <input type="checkbox"/> None	

**MOTOR CARRIER CERTIFICATION**

I hereby certify that all violations described hereon and recorded on the attached pages (2 through 15), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at (323) 644-9557 within 5 business days of the rating.

CURRENT TERMINAL RATING	CARRIER REPRESENTATIVE'S SIGNATURE	DATE
<b>SATISFACTORY</b>		11/13/2019
CARRIER REPRESENTATIVE'S PRINTED NAME	TITLE	DRIVER LICENSE NUMBER STATE
Patricio Mendez	Supervisor	CA



## California Highway Patrol


**US DOT #**  
2805704

**Legal:** SOUTHLAND TRANSIT INC  
**Operating (DBA):**
**MC/MX #:**                      **State #:** 216255                      **Federal Tax ID:** 95-4866709 (EIN)

**Review Type:** Non-ratable Review - Special Study

**Scope:** Terminal                      **Location of Review/Audit:** Company facility in the U. S.                      **Territory:** C

**Operation Types**    **Interstate**    **Intrastate**
**Carrier:** N/A                      Non-HM  
**Shipper:** N/A                      N/A  
**Cargo Tank:**                      N/A

**Business:** Corporation

**Gross Revenue:**                      **for year ending:**
**Company Physical Address:**

3650 ROCKWELL AVE  
EL MONTE, CA 91731

**Contact Name:** Joleen Judd

**Phone numbers:** (1) 626-258-1310                      (2)

**Fax**
**E-Mail Address:**
**Company Mailing Address:**

3650 ROCKWELL AVE  
EL MONTE, CA 91731

**Carrier Classification**

Other: Intra

**Cargo Classification**

Passengers

**Equipment**
**Owned**    **Term Leased**    **Trip Leased**
**Owned**    **Term Leased**    **Trip Leased**

Minibus, 16+                      48                      0                      0

Power units used in the U.S.: 48

Percentage of time used in the U.S.: 100

**Does carrier transport placardable quantities of HM?**    No

**Is an HM Permit required?**                      N/A

**Driver Information**
**Inter**    **Intra**
**Average trip leased drivers/month:** 0

**< 100 Miles:**                      79

**Total Drivers:** 79

**>= 100 Miles:**
**CDL Drivers:** 79




**SOUTHLAND TRANSIT INC - Terminal**

U.S. DOT #: 2805704

State #: 216255

Review Date:

11/13/2019

**Part A**

QUESTIONS regarding this report maybe directed to the Southern Division  
Motor Carrier Safety Unit at:

437 N. Vermont Ave.  
Los Angeles, CA 90004  
(323) 644-9557

**This TERMINAL REVIEW deals only with safety compliance at this terminal.****Person(s) Interviewed****Name:** Joleen Judd**Title:** Director of Safety & Training**Name:** Wayne Seale**Title:** Director of Maintenance



**SOUTHLAND TRANSIT INC - Terminal**  
U.S. DOT #: 2805704

State #: 216255

Review Date:  
11/13/2019

### Part B Violations

1 STATE	Primary: 13CCR1215(f)(1) CFR Equivalent: 396.11(a)(3)(ii)	Discovered 1	Checked 9	Drivers/Vehicles In Violation 1	Checked 9
<b>Description</b> The motor carrier or its agent shall certify on the original driver vehicle inspection report which lists any defect or deficiency that the defect or deficiency has been repaired or that repair is unnecessary before the vehicle is operated again. <b>Example</b> Ramon Flores, 10/05/19 unit # 3113, defect noted on daily inspection report: rear passenger tire has cut, DVIR not signed certifying defect was corrected.					
<b>Safety Fitness Rating Information:</b> Total Miles Operated 1,000,001 Recordable Accidents 0		OOS Vehicle (CR): 0 Number of Vehicle Inspected (CR): 9 OOS Vehicle (MCMIS): 0 Number of Vehicles Inspected (MCMIS): 0			

Your proposed safety rating is :

**This Review is not Rated.**





**SOUTHLAND TRANSIT INC - Terminal**

U.S. DOT #: 2805704

State #: 216255

Review Date:

11/13/2019

### **Part B Requirements and/or Recommendations**

1. Certify on daily vehicle inspection reports that all defects, which could affect the safe operation of vehicles, have been repaired or that repair is unnecessary, before the vehicle is again operated.
2. Questions related to this inspection may be directed to the Southern Division Motor Carrier Safety Unit Supervisor at (323) 644-9557.
3. Forms and publications are available at the CHP internet website at: <http://www.chp.ca.gov/publications/index.html>
4. For questions about Employer Pull Notice Program: 916-657-6346
5. "Is Your Registration Information Current?  
FMCSA requires carriers to update their registration data via a MCS-150 form every 24 months. Please review, verify and update your contact information, Vehicle Miles Travelled (VMT) and Power Unit (PU) data to ensure that it is current and accurate, since it is used in the new Carrier Safety Measurement System. You should access the system, review all the information and press the submit button. Once you've done this, the system will record that you've reviewed the information and you will be in compliance with the biennial update requirement.  
[https://li-public.fmcsa.dot.gov/LIVIEW/PKG\\_REGISTRATION.prc\\_option](https://li-public.fmcsa.dot.gov/LIVIEW/PKG_REGISTRATION.prc_option)  
"



**SOUTHLAND TRANSIT INC - Terminal**

U.S. DOT #: 2805704

State #: 216255

Review Date:

11/13/2019

**Part C**

**Reason for Review:** Other Annual bus  
**Planned Action:** Compliance Monitoring

**Parts Reviewed Certification:**

325 382 383 387 390 391 392 393 395 396 397 398 399 171 172 173 177 178 180

**Prior Reviews**

3/7/2019

3/4/2019

2/13/2019

**Prior Prosecutions****Reason not Rated:** Special Study**Study Code:** CA**Unsat/Unfit Information**

**Is the motor carrier of passengers subject to the safety fitness procedures contained in 49 CFR part 385 subpart A, AND does it transport passengers in a commercial motor vehicle?**

No

**Does carrier transport placardable quantities of hazardous materials?**

**Unsat/Unfit rule:**

Not Applicable

**Corporate Contact:** Joleen Judd**Special Study Information:****Corporate Contact Title:** Director of Safety & Training**Remarks:**

Terminal Name: Southland Transit, Inc.

CA - 216255

Terminal Address: 3650 Rockwell Ave. El Monte, CA 91731

FCN - 258682

**Rating Information:**

In accordance with 13 CCR 1233, this terminal has been rated satisfactory at this time.

<b>Upload Authorized:</b>	<b>Yes</b>	<b>No</b>
<b>Authorized by:</b>		<b>Date:</b>
<b>Uploaded:</b>	<b>Yes</b>	<b>No</b>
<b>Verified by:</b>		<b>Failure Code:</b>
		<b>Date:</b>





**California Highway Patrol**  
**411 North Central Avenue, #410**  
**Glendale, CA 91203**  
**Phone: (323) 644-9557**  
**Internationally Accredited Agency CHP407F/343A**

**Report Number: CAN9WD000424**  
**Inspection Date: 11/06/2019**  
**Start: 7:55 AM PT End: 8:55 AM PT**  
**Inspection Level: V - Terminal**  
**HM Inspection Type: None**

**SOUTHLAND TRANSIT INC**

3650 ROCKWELL AVE  
 EL MONTE, CA, 91731

**USDOT:** 2805704

**Phone#:** (626)258-1310

**MC/MX#:**

**Fax#:** (626)258-1314

**State#:** 216255

**Location:** EL MONTE

**Highway:**

**County:** LOS ANGELES

**Driver:**

**License#:**

**State:**

**Date of Birth:**

**CoDriver:**

**License#:**

**State:**

**Date of Birth:**

**Shipper:** N/A

**Milepost:**

**Origin:**

**Bill of Lading:** N/A

**Destination:**

**Cargo:**

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	EL	2016	CA	1396386	56	1N9MNALG2GC084140	34250		
DO										

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	1 1/2	1 1/2
Left	1 1/2	1 1/2
Chamber	L-20	C-30

**VIOLATIONS**

Section	Type	Unit	OOS	Citation #	Verify Crash	Violations Discovered
1256.5(B)(5) CCR	S	1	N		N N	CA number required-392.2: Left and right side CA # incomplete, # 5 digit on left and # 6 digit on right side illegible / deteriorated

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

Beat/Sub Area: S31; Odometer: 73178; File Code Number: 258682; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: CNG; Passenger Capacity: 29; Veh #1 Type: 20; WC Passenger Capacity: 2; Bus Type: 1

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

**Report Prepared By:** J. Paz  
**Badge #:** A12829

**Copy Received By:**

X

X





California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CAN9WD000425  
Inspection Date: 11/06/2019  
Start: 9:17 AM PT End: 10:08 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

**SOUTHLAND TRANSIT INC**

3650 ROCKWELL AVE  
EL MONTE, CA, 91731

USDOT: 2805704

Phone#: (626)258-1310

MC/MX#:

Fax#: (626)258-1314

State#: 216255

Location: EL MONTE

Highway:

County: LOS ANGELES

Driver:

License#:

State:

Date of Birth:

CoDriver:

License#:

State:

Date of Birth:

Milepost:

Shipper: N/A

Origin: N/A

Bill of Lading: N/A

Destination: N/A

Cargo: N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	EL	2015	CA	1473767	3113	1N9MNALG0FC084197	34000		
DO										

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	1 3/8	1 1/2
Left	1 3/8	1 1/2
Chamber	L-20	C-30

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

Beat/Sub Area: S31; Odometer: 157661; File Code Number: 258682; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: CNG; Passenger Capacity: 28; Veh #1 Type: 20; WC Passenger Capacity: 2; Bus Type: 1

Report Prepared By: J. Paz  
Badge #: A12829

Copy Received By:

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California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CAN9WD000426  
Inspection Date: 11/06/2019  
Start: 10:10 AM PT End: 11:03 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

**SOUTHLAND TRANSIT INC**

3650 ROCKWELL AVE  
EL MONTE, CA, 91731

USDOT: 2805704

MC/MX#:

State#: 216255

Location: EL MONTE

Highway:

County: LOS ANGELES

Phone#: (626)258-1310

Fax#: (626)258-1314

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

State:

State:

Milepost:

Shipper: N/A

Origin: N/A

Destination: N/A

Bill of Lading: N/A

Cargo: N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	EL	2016	CA	1396164	L320	1N9AMALG8GC084164	42720		
DO										

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	1 1/2	1 1/2
Left	1 1/2	1 1/2
Chamber	C-30	C-30

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

Beat/Sub Area: S31; Odometer: 108796; File Code Number: 258682; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: CNG; Passenger Capacity: 28; Veh #1 Type: 20; WC Passenger Capacity: 2; Bus Type: 1

Report Prepared By: J. Paz  
Badge #: A12829

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California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CAN9WD000427  
Inspection Date: 11/06/2019  
Start: 11:04 AM PT End: 11:59 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

**SOUTHLAND TRANSIT INC**

3650 ROCKWELL AVE  
EL MONTE, CA, 91731

USDOT: 2805704

Phone#: (626)258-1310

MC/MX#:

Fax#: (626)258-1314

State#: 216255

Location: EL MONTE

Highway:

County: LOS ANGELES

Driver:

License#:

State:

Date of Birth:

CoDriver:

License#:

State:

Date of Birth:

Milepost:

Shipper: N/A

Origin: N/A

Bill of Lading: N/A

Destination: N/A

Cargo: N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	EL	2016	CA	1396387	57	1N9MNALG4GC084141	34250		
DO										

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	1 1/2	1 3/4
Left	1 1/2	1 3/4
Chamber	L-20	C-30

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

Beat/Sub Area: S31; Odometer: 97010; File Code Number: 258682; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: CNG; Passenger Capacity: 29; Veh #1 Type: 20; WC Passenger Capacity: 2; Bus Type: 1

Report Prepared By: J. Paz  
Badge #: A12829

Copy Received By:

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**California Highway Patrol**  
**411 North Central Avenue, #410**  
**Glendale, CA 91203**  
**Phone: (323) 644-9557**  
**Internationally Accredited Agency CHP407F/343A**

**Report Number:** CAN9WD000428  
**Inspection Date:** 11/06/2019  
**Start:** 11:59 AM PT **End:** 12:31 PM PT  
**Inspection Level:** V - Terminal  
**HM Inspection Type:** None

**SOUTHLAND TRANSIT INC**

3650 ROCKWELL AVE  
 EL MONTE, CA, 91731

**USDOT:** 2805704

**MC/MX#:**

**State#:** 216255

**Location:** EL MONTE

**Highway:**

**County:** LOS ANGELES

**Phone#:** (626)258-1310

**Fax#:** (626)258-1314

**Driver:**

**License#:**

**Date of Birth:**

**CoDriver:**

**License#:**

**Date of Birth:**

**State:**

**State:**

**Milepost:**

**Shipper:** N/A

**Origin:** N/A

**Destination:** N/A

**Bill of Lading:** N/A

**Cargo:** N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2010	CA	26501P2	1143	1FDPE4FS2ADA70049	14500		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS**

Section	Type	Unit	OOS	Citation #	Verify Crash	Violations Discovered
1256.5(B)(3) CCR	S	1	N		N	N Carrier name required--392.2: No carrier name displayed on the left side of vehicle.

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

Beat/Sub Area: S31; Odometer: 131507; File Code Number: 258682; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: G; Passenger Capacity: 18; Veh #1 Type: 20; WC Passenger Capacity: 1; Bus Type: 1

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

**Report Prepared By:** J. Paz  
**Badge #:** A12829

**Copy Received By:**

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02805704 CA CAN9WD000428



California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CAN9WD000429  
Inspection Date: 11/07/2019  
Start: 12:00 PM PT End: 12:30 PM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

**SOUTHLAND TRANSIT INC**

3650 ROCKWELL AVE  
EL MONTE, CA, 91731

USDOT: 2805704

MC/MX#:

State#: 21625

Location: EL MONTE

Highway:

County: LOS ANGELES

Phone#: (626)258-1310

Fax#: (626)258-1314

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

State:

State:

Milepost:

Shipper: N/A

Origin:

Destination:

Bill of Lading: N/A

Cargo:

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2017	CA	1527078	4435	1DFE4FS8HDC49335	14500		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

Beat/Sub Area: S31; Odometer: 40077; File Code Number: 258682; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: G; Passenger Capacity: 20; Veh #1 Type: 20; WC Passenger Capacity: 2

Report Prepared By: J. Paz  
Badge #: A12829

Copy Received By:

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California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CAN9WD000430  
Inspection Date: 11/07/2019  
Start: 1:20 PM PT End: 2:15 PM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

SOUTHLAND TRANSIT INC  
3650 ROCKWELL AVE  
EL MONTE, CA, 91731

USDOT: 2805704

MC/MX#:

State#: 216255

Location: EL MONTE

Highway:

County: LOS ANGELES

Phone#: (626)258-1310

Fax#: (626)258-1314

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

State:

State:

Milepost:

Shipper: N/A

Origin:

Destination:

Bill of Lading: N/A

Cargo:

#### VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2012	CA	19136S1	4804	1FDFE4FS8CDA03362	14500		

#### BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

#### VIOLATIONS

Section	Type	Unit	OOS	Citation #	Verify Crash	Violations Discovered
1232(A) CCR /016	S	1	Y		U N	Steering system violation-393.209(d): Steering gear box sector shaft locking nut loose (corrected at scene).

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

#### State Information:

Beat/Sub Area: S31; Odometer: 87834; File Code Number: 258682; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: G; Passenger Capacity: 12; Veh #1 Type: 20; WC Passenger Capacity: 2; Bus Type: 1

I hereby declare each vehicle with a Y in the OOS column of the violation section of this report to be OUT-OF-SERVICE. No person shall operate such vehicle until all OUT-OF-SERVICE defects have been repaired and the vehicle has been restored to safe operating condition.

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By: J. Paz  
Badge #: A12829

Copy Received By:

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California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CAN9WD000464  
Inspection Date: 11/13/2019  
Start: 7:50 AM PT End: 8:34 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

**SOUTHLAND TRANSIT INC**

3650 ROCKWELL AVE  
EL MONTE, CA, 91731

USDOT: 2805704

MC/MX#:

State#: 216255

Location: EL MONTE

Highway:

County: LOS ANGELES

Phone#: (626)258-1310

Fax#: (626)258-1314

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

State:

State:

Milepost:

Shipper: N/A

Origin:

Destination:

Bill of Lading: N/A

Cargo:

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2011	CA	84354C1	1141	1FDFE4FS2BDA63250	14500		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

Beat/Sub Area: S31; Odometer: 231402; File Code Number: 258682; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: G; Passenger Capacity: 16; Veh #1 Type: 20; WC Passenger Capacity: 1; Bus Type: 1

Report Prepared By: J. Paz  
Badge #: A12829

Copy Received By:

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California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CAN9WD000465  
Inspection Date: 11/13/2019  
Start: 8:35 AM PT End: 9:19 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

**SOUTHLAND TRANSIT INC**

3650 ROCKWELL AVE  
EL MONTE, CA, 91731

USDOT: 2805704

MC/MX#:

State#: 216255

Location: EL MONTE

Highway:

County: LOS ANGELES

Phone#: (626)258-1310

Fax#: (626)258-1314

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

State:

State:

Milepost:

Shipper: N/A

Origin: N/A

Destination: N/A

Bill of Lading: N/A

Cargo: N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2010	CA	26502P2	1145	1FDFE4FS9ADB01801	14500		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

Beat/Sub Area: S31; Odometer: 124252; File Code Number: 258682; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: G; Passenger Capacity: 18; Veh #1 Type: 20; WC Passenger Capacity: 2; Bus Type: 1

Report Prepared By: J. Paz  
Badge #: A12829

Copy Received By:

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**SAFETY COMPLIANCE REPORT/  
TERMINAL RECORD UPDATE**

CHP 343 (Rev 12-17) OPI 062

NEW TERMINAL INFORMATION <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	CA NUMBER 216255	FILE CODE NUMBER 258682	COUNTY CODE 19	BED
TERMINAL TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus <input type="checkbox"/> Mod Limo	CODE B	OTHER PROGRAM(S)	LOCATION CODE 525	SUBAREA S31

CARRIER LEGAL NAME Southland Transit, Inc.	TERMINAL NAME (IF DIFFERENT)	TELEPHONE NUMBER (W/AREA CODE) (626) 258-1310
---	------------------------------	--

TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)

3650 Rockwell Ave. El Monte, CA 91731

MAILING ADDRESS (NUMBER, STREET, CITY, STATE, ZIP CODE) (IF DIFFERENT FROM ABOVE)

INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)

3650 Rockwell Ave. El Monte, CA 91731

**LICENSE, FLEET AND TERMINAL INFORMATION**

HM LIC. NO.	HWT. REG. NO.	IMS LIC. NO.	TRUCKS AND TYPES	TRAILERS AND TYPES	PASS VEHs BY TYPE I 44 II Mod Limo N/A	DRIVERS 74	BIT FLEET SIZE Powered
EXP. DATE	EXP. DATE	EXP. DATE	REG. CT	HW VEH.	HW CONT.	PPB / CSAT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Towed
TERMINALS IDENTIFIED IN SECTION 34515(b) CVC <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			FILE CODE NUMBERS OF TERMINALS INCLUDED IN INSPECTION AS A RESULT OF SECTION 34515(b) CVC				

**EMERGENCY CONTACTS (In Calling Order of Preference)**

EMERGENCY CONTACT (NAME) Wayne Seale	DAY TELEPHONE NO. (W/AREA CODE) (626) 258-1310	NIGHT TELEPHONE NO. (W/AREA CODE) (626) 734-5842
EMERGENCY CONTACT (NAME) Joleen Judd	DAY TELEPHONE NO. (W/AREA CODE) (626) 258-1310	NIGHT TELEPHONE NO. (W/AREA CODE) (626) 258-1310

**ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL LAST YEAR [ 2019 ]**

A <input type="checkbox"/> UNDER 15,000	B <input type="checkbox"/> 15,001 — 50,000	C <input type="checkbox"/> 50,001 — 100,000	D <input type="checkbox"/> 100,001 — 500,000	E <input type="checkbox"/> 500,001 — 1,000,000	F <input checked="" type="checkbox"/> 1,000,001 — 2,000,000	G <input type="checkbox"/> 2,000,001 — 5,000,000	H <input type="checkbox"/> 5,000,001 — 10,000,000	I <input type="checkbox"/> MORE THAN 10,000,000
--	---	--	---	---	--	---	--	--

**OPERATING AUTHORITIES OR PERMITS**

PUC <input type="checkbox"/> T <input type="checkbox"/> TCP <input type="checkbox"/> PSC	MOTOR CARRIER OF PROPERTY PERMIT ACTIVE <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	IMS FITNESS EVALUATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
USDOT 2805704	MC <input type="checkbox"/> MX <input type="checkbox"/>	REASON FOR INSPECTION Annual Bus without Authority Inspection

INSPECTION FINDINGS		INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated N/A = Not Applicable									
REQUIREMENTS	VIOL	MAINTENANCE PROGRAM		DRIVER RECORDS		REG EQUIPMENT		HAZARDOUS MATERIALS		TERMINAL	
MAINTENANCE PROGRAM		1 S 2 S 3 S 4 S		1 S 2 S 3 S 4 S		1 S 2 S 3 S 4 S		1 2 3 4		1 S 2 S 3 S 4 S	
DRIVER RECORDS		No. 9 Time 2.0		No. 11 Time 6.5		No. 9 Time 8.0		TIME		TOTAL TIME 16.5	
DRIVER HOURS		<input checked="" type="checkbox"/> No H/M Transported <input type="checkbox"/> No H/M violations noted		CONTAINERS/TANKS		VEHICLES PLACED OUT-OF-SERVICE		Vehicles 2		Units	

BRAKES	5	REMARKS  <b>Information</b>  Terminal is rated satisfactory at this time, see attached report for additional information.
LAMPS & SIGNALS	3	
CONNECTING DEVICES		
STEERING & SUSPENSION		
TIRES & WHEELS	1	
EQUIPMENT REQUIREMENTS	1	
CONTAINERS & TANKS		
HAZARDOUS MATERIALS		

INSPECTION TYPE <input checked="" type="checkbox"/> I <input type="checkbox"/> R	NON-BIT <input type="checkbox"/>	CPSS <input type="checkbox"/> Yes <input type="checkbox"/> No	CHP 345 <input type="checkbox"/>	CHP 100D COL 2,3,4	INSPECTION DATE(S) 12/01, 12/02, 12/03	TIME IN 0700	TIME OUT 1130
INSPECTED BY (NAME(S)) J. Paz, M. Ibarra					ID NUMBER(S) A12829, A13913	SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None	


**MOTOR CARRIER CERTIFICATION**

I hereby certify that all violations described hereon and recorded on the attached pages (2 through 15), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at (323) 644-9557 within 5 business days of the rating.

CURRENT TERMINAL RATING <b>SATISFACTORY</b>	CARRIER REPRESENTATIVE'S SIGNATURE <i>Norma Mota</i>	DATE 12/3/2020
CARRIER REPRESENTATIVE'S PRINTED NAME Norma Mota	TITLE D & A Program Manager	DRIVER LICENSE NUMBER STATE CA



## California Highway Patrol

	<b>US DOT #</b> 2805704	<b>Legal:</b> SOUTHLAND TRANSIT INC <b>Operating (DBA):</b>			
<b>MC/MX #:</b>		<b>State #:</b> 216255		<b>Federal Tax ID:</b> 95-4866709 (EIN)	
<b>Review Type:</b> Non-ratable Review - Special Study					
<b>Scope:</b> Terminal		<b>Location of Review/Audit:</b> Company facility in the U. S.			<b>Territory:</b> C
<b>Operation Types</b>		<b>Interstate</b>	<b>Intrastate</b>		
<b>Carrier:</b>	N/A		Non-HM	<b>Business:</b> Corporation	
<b>Shipper:</b>	N/A		N/A	<b>Gross Revenue:</b> for year ending:	
<b>Cargo Tank:</b>	N/A				
<b>Company Physical Address:</b>					
3650 ROCKWELL AVE EL MONTE, CA 91731					
<b>Contact Name:</b> Wayne Seale					
<b>Phone numbers:</b> (1) 626- 258-1310		(2)	<b>Fax</b>		
<b>E-Mail Address:</b>					
<b>Company Mailing Address:</b>					
3650 ROCKWELL AVE EL MONTE, CA 91731					
<b>Carrier Classification</b>					
Other: Intra					
<b>Cargo Classification</b>					
Passengers					
<b>Equipment</b>					
	<b>Owned</b>	<b>Term Leased</b>	<b>Trip Leased</b>	<b>Owned</b>	<b>Term Leased Trip Leased</b>
Minibus, 16+	44	0	0		
Power units used in the U.S.: 44					
Percentage of time used in the U.S.: 100					
<b>Does carrier transport placardable quantities of HM?</b>				No	
<b>Is an HM Permit required?</b>				N/A	
<b>Driver Information</b>					
	<b>Inter</b>	<b>Intra</b>	<b>Average trip leased drivers/month:</b> 0		
< 100 Miles:		74	<b>Total Drivers:</b> 74		
>= 100 Miles:			<b>CDL Drivers:</b> 74		



**SOUTHLAND TRANSIT INC - Terminal**

U.S. DOT #: 2805704

State #: 216255

Review Date:

12/03/2020

**Part A**

QUESTIONS regarding this report maybe directed to the Southern Division  
Motor Carrier Safety Unit at:

437 N. Vermont Ave.  
Los Angeles, CA 90004  
(323) 644-9557

**This TERMINAL REVIEW deals only with safety compliance at this terminal.****Person(s) Interviewed****Name:** Wayne Seale**Title:** Director of Maintenance**Name:** Norma Mota**Title:** Drug & Alcohol Program Manager



**SOUTHLAND TRANSIT INC - Terminal**

U.S. DOT #: 2805704

State #: 216255

Review Date:

12/03/2020

**Part B Violations****Safety Fitness Rating Information:****Total Miles Operated** 1,000,001**Recordable Accidents** 0**OOS Vehicle (CR):** 0**Number of Vehicle Inspected (CR):** 9**OOS Vehicle (MCMIS):** 0**Number of Vehicles Inspected (MCMIS):** 0

Your proposed safety rating is :

**This Review is not Rated.**



**SOUTHLAND TRANSIT INC - Terminal**

U.S. DOT #: 2805704

State #: 216255

Review Date:

12/03/2020

### **Part B Requirements and/or Recommendations**

**1. "Is Your Registration Information Current?"**

FMCSA requires carriers to update their registration data via a MCS-150 form every 24 months. Please review, verify and update your contact information, Vehicle Miles Travelled (VMT) and Power Unit (PU) data to ensure that it is current and accurate, since it is used in the new Carrier Safety Measurement System. You should access the system, review all the information and press the submit button. Once you've done this, the system will record that you've reviewed the information and you will be in compliance with the biennial update requirement.  
[https://li-public.fmcsa.dot.gov/LIVIEW/PKG\\_REGISTRATION.prc\\_option](https://li-public.fmcsa.dot.gov/LIVIEW/PKG_REGISTRATION.prc_option)

**2. "Have you reviewed your data?"**

The SMS results are based on your State-reported crash or inspection data. Be sure to review your data in SMS for accuracy. If you think there is an error, request a data review (RDR) by registering for DataQs through the FMCSA Portal at <https://portal.fmcsa.dot.gov> or through the DataQs system directly at <http://dataqs.fmcsa.dot.gov/>.

**3. A complete Educational and Technical Assistance package entitled "A MOTOR CARRIER'S GUIDE TO IMPROVING HIGHWAY SAFETY" is available free on the FMCSA website to assist you in complying with the safety regulations. It contains many forms and documents useful for improving the safety of your operations. Check: [www.fmcsa.dot.gov/factsfigs/eta/index.html](http://www.fmcsa.dot.gov/factsfigs/eta/index.html).**

**4. For questions about DOT numbers or biennial updates: 800-832-5660 or 703-280-4001  
For questions about licensing, authority or MC numbers: 202-366-9805  
For questions about insurance: 202-385-2423  
For household goods complaints: 888-DOT-SAFT (888-368-7238)**

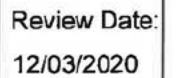
**5. Copies of the regulations, forms, interpretations, and manuals are available from a variety of sources. Check the FMCSA website for a current list of suppliers. [www.fmcsa.dot.gov/safety-security/eta/index.htm](http://www.fmcsa.dot.gov/safety-security/eta/index.htm)**

**6. Questions related to this inspection may be directed to the Southern Division Motor Carrier Safety Unit Supervisor at (323) 644-9557.**

**7. Forms and publications are available at the CHP internet website at: <http://www.chp.ca.gov/publications/index.html>**

**8. For questions about Employer Pull Notice Program: 916-657-6346**





## Date:

# DRIVER/VEHICLE EXAMINATION REPORT

Query Central 3.4

California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CAUDWG000478  
Inspection Date: 12/01/2020  
Start: 7:50 AM PT End: 08:34 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

SOUTHLAND TRANSIT INC  
3650 ROCKWELL AVE  
EL MONTE, CA 91731  
USDOT#: 02805704 Phone#: (626)258-1310  
MC/MX#: 00000000 Fax#: (626)258-1314  
State#: 216255

Driver:  
License#: State:  
Date of Birth:  
CoDriver:  
License#: State:  
Date of Birth:

Location: EL MONTE  
Highway: 3650 ROCKWELL AVE  
County:

MilePost:  
Origin:  
Destination:

Shipper:  
Bill of Lading:  
Cargo:

## VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	New CVSA #	OOS#
1	BU	ELDO	2015	CA	1452681	L316	1N9AMALG5FC084038	42,760			

## BRAKE ADJUSTMENTS

Axle #	1	2
Right	1 1/2	2
Left	1 1/2	2
Chamber	C-30	C-30

## VIOLATIONS

Vio Code	Section	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
393.9	24252(A) VC	1	N		N	N	Required lamp(s) inoperative--393.9(a): right front high beam inop
396.5B	1232(C) CCR	1	N		N	N	Oil and/or grease leak --396.5(b): hydraulic reservoir leaking onto ground

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: Traffic Enforcement;

## State Information:

Beat/Sub Area: S31; Bus Type: 1; File Code Number: 258682; Fuel Type: CNG; Odometer: 304916; Passenger Capacity: 33; Pre-Cleared Vehicle: N; Regulated Vehicle: Y; Veh #1 Type: 20;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted prior to redispach. DO NOT return this form to the California Highway Patrol. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By:  
C. CARAPIA

Badge #:  
18016

Copy Received By:

Page 1 of 1



02805704 CA CAUDWG000478

X \_\_\_\_\_ X \_\_\_\_\_

# DRIVER/VEHICLE EXAMINATION REPORT

Query Central 3.4

California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CAUDWG000479  
Inspection Date: 12/01/2020  
Start: 8:35 AM PT End: 09:24 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

## SOUTHLAND TRANSIT INC

3650 ROCKWELL AVE

EL MONTE, CA 91731

USDOT#: 02805704

Phone#: (626)258-1310

MC/MX#: 00000000

Fax#: (626)258-1314

State#: 216255

Location: EL MONTE

Highway: 3650 ROCKWELL AVE

County:

MilePost:

Origin:

Destination:

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

State:

State:

Shipper:

Bill of Lading:

Cargo:

## VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	New CVSA #	OOS#
1	BU	ELDO	2015	CA	1473769	BP3115	1N9MNALG4FC084199	34,000			

## BRAKE ADJUSTMENTS

Axle #	1	2
Right	1 1/2	2
Left	1 1/2	2
Chamber	L-20*	C-30

## VIOLATIONS

Vio Code	Section	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
396.3A1B	26453 VC /011	1	N		N	N	Other brake violations--396.3A1B: unapplied air loss at proper fitting by air dryer
393.45	1245(F) CCR	1	Y		U	N	Brake tubing or hose defective--393.45: axle 2 right green brake air tubing worn to second color, chaffing against emergency side braided hose

HazMat: No HM Transported.

Placard: No

Cargo Tank:

Special Checks: Traffic Enforcement;

## State Information:

Beat/Sub Area: S31; Bus Type: 1; File Code Number: 258682; Fuel Type: CNG; Odometer: 169073; Passenger Capacity: 27; Pre-Cleared Vehicle: N; Regulated Vehicle: Y; Veh #1 Type: 20;

I hereby declare each vehicle with a Y in the OOS column of the violation section of this report to be OUT-OF-SERVICE. No person shall operate such vehicle until all OUT-OF-SERVICE defects have been repaired and the vehicle has been restored to safe operating condition.

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted prior to redispach. DO NOT return this form to the California Highway Patrol. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By:

C. CARAPIA

Badge #:

18016

Copy Received By:

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02805704 CA CAUDWG000479

X \_\_\_\_\_

X \_\_\_\_\_

# DRIVER/VEHICLE EXAMINATION REPORT

Query Central 3.4

California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CAUDWG000480  
Inspection Date: 12/01/2020  
Start: 9:25 AM PT End: 09:55 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

SOUTHLAND TRANSIT INC  
3650 ROCKWELL AVE  
EL MONTE, CA 91731  
USDOT#: 02805704 Phone#: (626)258-1310  
MC/MX#: 00000000 Fax#: (626)258-1314  
State#:

Driver:  
License#: State:  
Date of Birth:  
CoDriver:  
License#: State:  
Date of Birth:

Location: EL MONTE  
Highway: 3650 ROCKWELL AVE  
County:

MilePost:  
Origin:  
Destination:

Shipper:  
Bill of Lading:  
Cargo:

## VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	New CVSA #	OOS#
1	BU	ELDO	2015	CA	1473767	BP3113	1N9MNALG0FC084197	34,000			

## BRAKE ADJUSTMENTS

Axle #	1	2
Right	1 3/4	1 3/4
Left	1 3/4	1 1/2
Chamber	L-20*	C-30

## VIOLATIONS

Vio Code	Section	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
396.3A1B	26453 VC /011	1	N		N	N	Other brake violations--396.3A1B: UNAPPLIED AIR LOSS AT PROPER FITTING BY AIR DRYER
393.11	24608(B) VC	1	N		N	N	Midpoint amber reflector required--393.11: LEFT SIDE COVERED WITH VEHICLE WRAP..

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: Traffic Enforcement;

## State Information:

Fuel Type: CNG; Odometer: 205974; Passenger Capacity: 27; Pre-Cleared Vehicle: N; Regulated Vehicle: Y; Veh #1 Type: 20; Beat/Sub Area: S31; Bus Type: 1; File Code Number: 258682;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted prior to redispach. DO NOT return this form to the California Highway Patrol. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By:  
C. CARAPIA

Badge #:  
18016

Copy Received By:

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02805704 CA CAUDWG000480

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# DRIVER/VEHICLE EXAMINATION REPORT

Query Central 3.4

**California Highway Patrol**  
**411 North Central Avenue, #410**  
**Glendale, CA 91203**  
**Phone: (323) 644-9557**  
**Internationally Accredited Agency CHP407F/343A**

**Report Number:** CAUDWG000481  
**Inspection Date:** 12/01/2020  
**Start:** 9:55 AM PT **End:** 10:35 AM PT  
**Inspection Level:** V - Terminal  
**HM Inspection Type:** None

## SOUTHLAND TRANSIT INC

3650 ROCKWELL AVE

EL MONTE, CA 91731

**USDOT#:** 02805704

**Phone#:** (626)258-1310

**MC/MX#:** 00000000

**Fax#:** (626)258-1314

**State#:** 216255

**Driver:**

**License#:**

**State:**

**Date of Birth:**

**CoDriver:**

**License#:**

**State:**

**Date of Birth:**

**Location:** EL MONTE

**MilePost:**

**Shipper:**

**Highway:** 3650 ROCKWELL AVE

**Origin:**

**Bill of Lading:**

**County:**

**Destination:**

**Cargo:**

## VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	New CVSA #	OOS#
1	BU	ELDO	2016	CA	1396163	L319	1N9AMALG6GC084163	42,720			

## BRAKE ADJUSTMENTS

Axle #	1	2
Right	1 3/4	2
Left	1 3/4	2
Chamber	C-30	C-30

## VIOLATIONS

Vio Code	Section	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
396.3A1B	26453 VC /011	1	N		N	N	Other brake violations--396.3A1B: UNAPPLIED AIR LOSS AT PROPER FITTING RIGHT SIDE OF ENGINE.. GRAY TUBING

**HazMat:** No HM Transported.

**Placard:** No

**Cargo Tank:**

**Special Checks:** Traffic Enforcement;

## State Information:

File Code Number: 258682; Fuel Type: CNG; Odometer: 157349; Passenger Capacity: 28; Pre-Cleared Vehicle: N; Regulated Vehicle: Y; Veh #1 Type: 20; Beat/Sub Area: S31; Bus Type: 1;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted prior to redispach . DO NOT return this form to the California Highway Patrol. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By:

C. CARAPIA

Badge #:

18016

Copy Received By:

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02805704 CA CAUDWG000481

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# DRIVER/VEHICLE EXAMINATION REPORT

Query Central 3.4

California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CAUDWG000482  
Inspection Date: 12/01/2020  
Start: 10:36 AMPT End: 11:06 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

SOUTHLAND TRANSIT INC  
3650 ROCKWELL AVE  
EL MONTE, CA 91731

USDOT#: 02805704 Phone#: (626)258-1310  
MC/MX#: 00000000 Fax#: (626)258-1314  
State#:

Driver:  
License#: State:  
Date of Birth:  
CoDriver:  
License#: State:  
Date of Birth:

Location: EL MONTE  
Highway: 3650 ROCKWELL AVE  
County:

MilePost:  
Origin:  
Destination:

Shipper:  
Bill of Lading:  
Cargo:

## VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	New CVSA #	OOS#
1	BU	ELDO	2016	CA	1396388	58	1N9MNALG6GC084142	34,250			

## BRAKE ADJUSTMENTS

Axle #	1	2
Right	1 3/4	2
Left	1 3/4	2
Chamber	L-20*	C-30

## VIOLATIONS

Vio Code	Section	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
396.3A1B	26453 VC /011	1	N		N	N	Other brake violations--396.3A1B: UNAPPLIED AIR LOSS AT PROPER FITTING AT AIR DRYER

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: Traffic Enforcement;

## State Information:

Beat/Sub Area: S31; File Code Number: 258682; Fuel Type: CNG; Odometer: 101939; Passenger Capacity: 29; Pre-Cleared Vehicle: N; Regulated Vehicle: Y; Veh #1 Type: 20;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted prior to redispach. DO NOT return this form to the California Highway Patrol. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By:  
C. CARAPIA

Badge #:  
18016

Copy Received By:

Page 1 of 1



02805704 CA CAUDWG000482

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# DRIVER/VEHICLE EXAMINATION REPORT

Query Central 3.4

California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CAUDWG000483  
Inspection Date: 12/01/2020  
Start: 11:08 AM PT End: 11:32 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

SOUTHLAND TRANSIT INC

3650 ROCKWELL AVE

EL MONTE, CA 91731

USDOT#: 02805704

Phone#: (626)258-1310

MC/MX#: 00000000

Fax#: (626)258-1314

State#:

Driver:

License#:

State:

Date of Birth:

CoDriver:

License#:

State:

Date of Birth:

Location: EL MONTE

MilePost:

Shipper:

Highway: 3650 ROCKWELL AVE

Origin:

Bill of Lading:

County:

Destination:

Cargo:

## VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	New CVSA #	OOS#
1	BU	STARC	2020	CA	1603148	3204	1FDFE4FS7KDC74332	14,500			

## BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

## VIOLATIONS

Vio Code	Section	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
393.75A3	24002(A) VC /021	1	Y		U	N	Tire-flat and/or audible air leak--393.75(a)(3): AXLE 2 RIGHT OUTER TIRE 12 PSI/80

HazMat: No HM Transported.

Placard: No

Cargo Tank:

Special Checks: Traffic Enforcement;

## State Information:

Pre-Cleared Vehicle: N; Regulated Vehicle: Y; Veh #1 Type: 20; WC Passenger Capacity: 2; Beat/Sub Area: S31; Bus Type: 1; File Code Number: 258682; Fuel Type: P; Odometer: 16166; Passenger Capacity: 20;

I hereby declare each vehicle with a Y in the OOS column of the violation section of this report to be OUT-OF-SERVICE. No person shall operate such vehicle until all OUT-OF-SERVICE defects have been repaired and the vehicle has been restored to safe operating condition.

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted prior to redispach. DO NOT return this form to the California Highway Patrol. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By:  
C. CARAPIA

Badge #:  
18016

Copy Received By:

Page 1 of 1



02805704 CA CAUDWG000483

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X

# DRIVER/VEHICLE EXAMINATION REPORT

Query Central 3.4

California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CAUDWG000484  
Inspection Date: 12/01/2020  
Start: 11:36 AM PT End: 12:06 PM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

SOUTHLAND TRANSIT INC  
3650 ROCKWELL AVE  
EL MONTE, CA 91731

USDOT#: 02805704 Phone#: (626)258-1310  
MC/MX#: 00000000 Fax#: (626)258-1314  
State#:

Driver:  
License#: State:  
Date of Birth:  
CoDriver:  
License#: State:  
Date of Birth:

Location: EL MONTE  
Highway: 3650 ROCKWELL AVE  
County:

MilePost:  
Origin: Shipper:  
Destination: Bill of Lading:  
Cargo:

## VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	New CVSA #	OOS#
1	BU	FORD	2010	CA	05632P2	1142	1FDFE4FSXADA70025	14,500			

## BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

## VIOLATIONS

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: Traffic Enforcement;

## State Information:

Veh #1 Type: 20; WC Passenger Capacity: 2; File Code Number: 258682; Fuel Type: G; Odometer: 134322; Passenger Capacity: 18;  
Pre-Cleared Vehicle: N; Regulated Vehicle: Y; Beat/Sub Area: S31; Bus Type: 1;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted prior to redispach. DO NOT return this form to the California Highway Patrol. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By:  
C. CARAPIA

Badge #:  
18016

Copy Received By:

Page 1 of 1

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02805704 CA CAUDWG000484

# DRIVER/VEHICLE EXAMINATION REPORT

Query Central 3.4

California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CAUDWG000485  
Inspection Date: 12/01/2020  
Start: 12:03 PM PT End: 12:34 PM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

## SOUTHLAND TRANSIT INC

3650 ROCKWELL AVE

EL MONTE, CA 91731

USDOT#: 02805704

Phone#: (626)258-1310

MC/MX#: 00000000

Fax#: (626)258-1314

State#:

Driver:

License#:

State:

Date of Birth:

CoDriver:

License#:

State:

Date of Birth:

Location: EL MONTE

MilePost:

Shipper:

Highway: 3650 ROCKWELL AVE

Origin:

Bill of Lading:

County:

Destination:

Cargo:

## VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	New CVSA #	OOS#
1	BU	FORD	2010	CA	26500P2	1144	1FDFE4FSXADA70073	14,500			

## BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

## VIOLATIONS

Vio Code	Section	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
393.11	24607 VC	1	N		N	N	Rear red reflectors required--393.11: missing on left and right sides

HazMat: No HM Transported.

Placard: No

Cargo Tank:

Special Checks: Traffic Enforcement;

## State Information:

WC Passenger Capacity: 2; Beat/Sub Area: S31; Bus Type: 1; File Code Number: 258682; Fuel Type: G; Odometer: 118741; Passenger Capacity: 18; Pre-Cleared Vehicle: N; Regulated Vehicle: Y; Veh #1 Type: 20;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted prior to redispach . DO NOT return this form to the California Highway Patrol. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By:

C. CARAPIA

Badge #:

18016

Copy Received By:

Page 1 of 1



02805704 CA CAUDWG000485

X

X

# DRIVER/VEHICLE EXAMINATION REPORT

Query Central 3.4

California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CAUDWG000486  
Inspection Date: 12/01/2020  
Start: 12:22 PM PT End: 12:58 PM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

## SOUTHLAND TRANSIT INC

3650 ROCKWELL AVE

EL MONTE, CA 91731

USDOT#: 02805704

Phone#: (626)258-1310

MC/MX#: 00000000

Fax#: (626)258-1314

State#:

Driver:

License#:

State:

Date of Birth:

CoDriver:

License#:

State:

Date of Birth:

Location: EL MONTE

MilePost:

Shipper:

Highway: 3650 ROCKWELL AVE

Origin:

Bill of Lading:

County:

Destination:

Cargo:

## VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	New CVSA #	OOS#
1	BU	FORD	2017	CA	1527078	2217	1FDFE4FS8HDC49335	14,500			

## BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

## VIOLATIONS

HazMat: No HM Transported.

Placard: No

Cargo Tank:

Special Checks: Traffic Enforcement;

## State Information:

Beat/Sub Area: S31; Bus Type: 1; File Code Number: 268682; Fuel Type: G; Odometer: 46804; Passenger Capacity: 18; Pre-Cleared Vehicle: N; Regulated Vehicle: Y; Veh #1 Type: 20; WC Passenger Capacity: 2;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted prior to redispach. DO NOT return this form to the California Highway Patrol. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By:

C. CARAPIA

Badge #:

18016

Copy Received By:

Page 1 of 1



02805704 CA CAUDWG000486

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X \_\_\_\_\_

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

**SAFETY COMPLIANCE REPORT/  
TERMINAL RECORD UPDATE**

CHP 343 (Rev. 12-17) OPI 062

NEW TERMINAL INFORMATION <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		CA NUMBER 216255	FILE CODE NUMBER 258682	COUNTY CODE 19	BED
TERMINAL TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus <input type="checkbox"/> Mod Limo		CODE B	OTHER PROGRAM(S)	LOCATION CODE 525	SUBAREA S31

CARRIER LEGAL NAME Southland Transit Inc	TERMINAL NAME (IF DIFFERENT)	TELEPHONE NUMBER (W/ AREA CODE) (626) 258-1310
---	------------------------------	---

TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)

3650 Rockwell Ave El Monte, CA 91731

MAILING ADDRESS (NUMBER, STREET, CITY, ZIP CODE) (IF DIFFERENT FROM ABOVE)

INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)

3650 Rockwell Ave El Monte, CA 91731

**LICENSE, FLEET AND TERMINAL INFORMATION**

HM LIC. NO.	HWT REG. NO.	IMS LIC. NO.	TRUCKS AND TYPES	TRAILERS AND TYPES	PASS VEH BY TYPE I 36 II	Mod Limo <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	DRIVERS 64	BIT FLEET SIZE Powered
EXP. DATE	EXP. DATE	EXP. DATE	REG. CT.	HW VEH.	HW CONT.	PPBCSAT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		Towed
TERMINALS IDENTIFIED IN SECTION 34515(b) CVC <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			FILE CODE NUMBERS OF TERMINALS INCLUDED IN INSPECTION AS A RESULT OF SECTION 34515(b) CVC					

**EMERGENCY CONTACTS (In Calling Order of Preference)**

EMERGENCY CONTACT (NAME) Norma Mota	DAY TELEPHONE NO. (W/ AREA CODE) (626) 258-1310	NIGHT TELEPHONE NO. (W/ AREA CODE) (626) 258-1310
EMERGENCY CONTACT (NAME) Wayne Seale	DAY TELEPHONE NO. (W/ AREA CODE) (626) 258-1310	NIGHT TELEPHONE NO. (W/ AREA CODE) (626) 734-5842

**ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL FOR LAST YEAR [ 2020 ]**

A <input type="checkbox"/> UNDER 15,000	B <input type="checkbox"/> 15,001 — 50,000	C <input type="checkbox"/> 50,001 — 100,000	D <input checked="" type="checkbox"/> 100,001 — 500,000	E <input type="checkbox"/> 500,001 — 1,000,000	F <input type="checkbox"/> 1,000,001 — 2,000,000	G <input type="checkbox"/> 2,000,001 — 5,000,000	H <input type="checkbox"/> 5,000,001 — 10,000,000	I <input type="checkbox"/> MORE THAN 10,000,000
--	---	--	--	---	---	---	--	--

**OPERATING AUTHORITIES OR PERMITS**

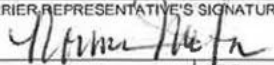
PUC <input type="checkbox"/> T	<input type="checkbox"/> TCP <input type="checkbox"/> PSC	MOTOR CARRIER OF PROPERTY PERMIT ACTIVE <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	IMS FITNESS EVALUATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
USDOT USDOT NUMBER 2805704	<input type="checkbox"/> MC <input type="checkbox"/> MX	REASON FOR INSPECTION Annual Bus Inspection	

INSPECTION FINDINGS		INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated N/A = Not Applicable					
REQUIREMENTS	VIOL	MAINTENANCE PROGRAM	DRIVER RECORDS	REG. EQUIPMENT	HAZARDOUS MATERIALS	TERMINAL	
MAINTENANCE PROGRAM		1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 2 3 4	1 S 2 S 3 S 4 S	
DRIVER RECORDS		No. 9 Time 1.0	No. 16 Time 3.5	No. 9 Time 6.5	TIME	TOTAL TIME 11.0	
DRIVER HOURS		HAZARDOUS MATERIALS <input checked="" type="checkbox"/> No H/M Transported <input type="checkbox"/> No H/M violations noted	CONTAINERS/TANKS No. Time	VEHICLES PLACED OUT-OF-SERVICE Vehicles Units			
BRAKES	1	REMARKS  Information  Terminal is rated satisfactory at this time, see attached report for additional information.					
LAMPS & SIGNALS							
CONNECTING DEVICES							
STEERING & SUSPENSION							
TIRES & WHEELS							
EQUIPMENT REQUIREMENTS	1						
CONTAINERS & TANKS							
HAZARDOUS MATERIALS							

INSPECTION TYPE <input checked="" type="checkbox"/> I <input type="checkbox"/> R	NON-BIT <input type="checkbox"/>	CPSS <input type="checkbox"/> Yes <input type="checkbox"/> No	CHP 345 <input type="checkbox"/>	CHP 100D COL. 5	INSPECTION DATE(S) 12/07/21, 12/08/21	TIME IN 07:30	TIME OUT 11:30
INSPECTED BY (NAME(S)) J. Paz					ID NUMBER(S) A12829	SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None	

**MOTOR CARRIER CERTIFICATION**

I hereby certify that all violations described hereon and recorded on the attached pages (2 through \_\_\_\_\_), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at (323) 644-9557 within 5 business days of the rating.


CURRENT TERMINAL RATING <b>SATISFACTORY</b>	CARRIER REPRESENTATIVE'S SIGNATURE 	DATE 12/08/2021
CARRIER REPRESENTATIVE'S PRINTED NAME Norma Mota	TITLE D & A Program Manager	DRIVER LICENSE NUMBER STATE

Destroy Previous Editions

Chp343\_1217.pdf



## California Highway Patrol

	<b>US DOT #</b> 2805704	<b>Legal:</b> SOUTHLAND TRANSIT INC <b>Operating (DBA):</b>			
	<b>MC/MX #:</b> <b>State #:</b> 216255 <b>Federal Tax ID:</b> 95-4866709 (EIN) <b>Review Type:</b> Non-ratable Review - Special Study <b>Scope:</b> Terminal <b>Location of Review/Audit:</b> Company facility in the U. S. <b>Territory:</b> C				
<b>Operation Types</b>		<b>Interstate</b>	<b>Intrastate</b>		
<b>Carrier:</b> N/A			Non-HM	<b>Business:</b> Corporation	
<b>Shipper:</b> N/A			N/A	<b>Gross Revenue:</b> for year ending:	
<b>Cargo Tank:</b> N/A					
<b>Company Physical Address:</b>					
3650 ROCKWELL AVE EL MONTE, CA 91731					
<b>Contact Name:</b> Norma Mota					
<b>Phone numbers:</b> (1) 626- 258-1310                      (2)                      Fax					
<b>E-Mail Address:</b>					
<b>Company Mailing Address:</b>					
3650 ROCKWELL AVE EL MONTE, CA 91731					
<b>Carrier Classification</b>					
Other: Intra					
<b>Cargo Classification</b>					
Passengers					
<b>Equipment</b>					
	<b>Owned</b>	<b>Term Leased</b>	<b>Trip Leased</b>		<b>Owned</b> <b>Term Leased</b> <b>Trip Leased</b>
Minibus, 16+	36	0	0		
Power units used in the U.S.: 36					
Percentage of time used in the U.S.: 100					
<b>Does carrier transport placardable quantities of HM?</b> No					
<b>Is an HM Permit required?</b> N/A					
<b>Driver Information</b>					
	<b>Inter</b>	<b>Intra</b>			
< 100 Miles:		64	<b>Average trip leased drivers/month:</b> 0		
>= 100 Miles:			<b>Total Drivers:</b> 64		
			<b>CDL Drivers:</b> 64		



**SOUTHLAND TRANSIT INC - Terminal**

U.S. DOT #: 2805704

State #: 216255

Review Date:

12/08/2021

**Part A**

QUESTIONS regarding this report maybe directed to the Southern Division  
Motor Carrier Safety Unit at:

437 N. Vermont Ave.  
Los Angeles, CA 90004  
(323) 644-9557

**This TERMINAL REVIEW deals only with safety compliance at this terminal.**

**Person(s) Interviewed****Name:** Norma Mota**Title:** D & A Program Manager**Name:** Wayne Seal**Title:** Director of Maintenance

**SOUTHLAND TRANSIT INC - Terminal**

U.S. DOT #: 2805704

State #: 216255

Review Date:

12/08/2021

**Part B Violations****Safety Fitness Rating Information:****Total Miles Operated** 100,001**Recordable Accidents** 0**OOS Vehicle (CR):** 0**Number of Vehicle Inspected (CR):** 9**OOS Vehicle (MCMIS):** 0**Number of Vehicles Inspected (MCMIS):** 0

Your proposed safety rating is :

**This Review is not Rated.**





**SOUTHLAND TRANSIT INC - Terminal**

U.S. DOT #: 2805704

State #: 216255

Review Date:

12/08/2021

**Part B Requirements and/or Recommendations**

1. Questions related to this inspection may be directed to the Southern Division Motor Carrier Safety Unit Supervisor at (323) 644-9557.
2. For questions about Employer Pull Notice Program: 916-657-6346



**SOUTHLAND TRANSIT INC - Terminal**

U.S. DOT #: 2805704

State #: 216255

Review Date:

12/08/2021

**Part C**

**Reason for Review:** Other  
**Planned Action:** Compliance Monitoring

Bus

**Parts Reviewed Certification:**

325 382 383 387 390 391 392 393 395 396 397 398 399 171 172 173 177 178 180

**Prior Reviews**

12/3/2020  
11/13/2019  
11/16/2018

**Prior Prosecutions****Reason not Rated:** Special Study**Study Code:** CA**Unsat/Unfit Information**

Is the motor carrier of passengers subject to the safety fitness  
procedures contained in 49 CFR part 385 subpart A, AND does it  
transport passengers in a commercial motor vehicle?

No

Does carrier transport placardable quantities of hazardous materials?

**Unsat/Unfit rule:**

Not Applicable

**Corporate Contact:** Norma Mota**Corporate Contact Title:** D & A Program Manager**Special Study Information:****Remarks:**

Terminal Name: Southland Transit, Inc.

CA - 216255

Terminal Address: 3650 Rockwell Ave. El Monte, CA 91731 FCN - 258682

**Rating Information:**

In accordance with 13 CCR 1233, this terminal has been rated satisfactory at this time.

**Maintenance Program Violations:**

No violations discovered

**Driver Records Violations:**

No violations discovered

**Hours of Service Violations:**

No violations discovered

<b>Upload Authorized:</b>	<b>Yes</b>	<b>No</b>
<b>Authorized by:</b>		<b>Date:</b>
<b>Uploaded:</b>	<b>Yes</b>	<b>No</b>
<b>Verified by:</b>		<b>Failure Code:</b>
		<b>Date:</b>





California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CAN9WD001614  
Inspection Date: 12/07/2021  
Start: 7:00 AM PT End: 7:40 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

Carrier: SOUTHLAND TRANSIT INC

DBA:

3650 ROCKWELL AVE  
EL MONTE, CA, 91731

USDOT: 2805704

MC/MX#:

State#: 216255

Location: EL MONTE

Highway:

County: LOS ANGELES

Phone#: (626)258-1310

Fax#: (626)258-1314

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

State:

State:

Milepost:

Shipper: N/A

Origin:

Destination:

Bill of Lading: N/A

Cargo:

#### VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	ELDO	2016	CA	1396388	58	1N9MNALG6GC084142	34250		

#### BRAKE ADJUSTMENTS

Axle #	1	2
Right	1 1/2	1 3/4
Left	1 1/2	1 3/4
Chamber	L-20*	L-30

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

#### State Information:

Odometer: 135696; File Code Number: 216255; Fuel Type: D; Bus Type: 1; Beat/Sub Area: S31; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 20

Report Prepared By: J. Paz  
ID/Badge #: A12829

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California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CAN9WD999969  
Inspection Date: 12/07/2021  
Start: 7:47 AM PT End: 8:21 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

Carrier: SOUTHLAND TRANSIT INC

DBA:

3650 ROCKWELL AVE  
EL MONTE, CA, 91731

USDOT: 2805704

MC/MX#:

State#: 216255

Location: EL MONTE

Highway:

County: LOS ANGELES

Phone#: (626)258-1310

Fax#: (626)258-1314

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

State:

State:

Milepost:

Shipper: N/A

Origin: N/A

Destination: N/A

Bill of Lading: N/A

Cargo: N/A

#### VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2010	CA	05632P2	1142	1FD4E4FSXADA70025	14500		

#### BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

#### State Information:

Odometer: 154760; File Code Number: 258682; Fuel Type: G; Passenger Capacity: 18; WC Passenger Capacity: 2; Bus Type: 1; Beat/Sub Area: S31; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 20

Report Prepared By: J. Paz

ID/Badge #: A12829

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California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CAA128299122  
Inspection Date: 12/07/2021  
Start: 8:22 AM PT End: 9:11 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

Carrier: SOUTHLAND TRANSIT INC

DBA:

3650 ROCKWELL AVE  
EL MONTE, CA, 91731

USDOT: 2805704

MC/MX#:

State#: 216255

Location: EL MONTE

Highway:

County: LOS ANGELES

Phone#: (626)258-1310

Fax#: (626)258-1314

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

State:

State:

Milepost:

Shipper: N/A

Origin:

Destination:

Bill of Lading: N/A

Cargo:

#### VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	ELDO	2016	CA	1396162	L318	1N9AMALG7GC084169	27720		

#### BRAKE ADJUSTMENTS

Axle #	1	2
Right	1 1/4	1 1/2
Left	1 1/4	1 1/2
Chamber	C-30	C-30

#### VIOLATIONS

Section	Type	Unit	OOS	CP	Citation #	Verify Crash	Violations Discovered
1245(f)(5) T-13	S	1	N	N		N	Brake hose/tubing leaking, constricted or defective--393.45D: Axle # 1 left brake hose worn to cords.
CCR							
1239 T-13	S	1	N	N		N	Passenger-carrying vehicle (Bus), required emergency exit is missing, inoperative, not properly marked or obstructed OOS violation--393.62A--Specify: Left # 1 emergency exit missing emergency exit sign.
CCR/325							

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

#### State Information:

Odometer: 201687; File Code Number: 258682; Fuel Type: CNG; Passenger Capacity: 28; WC Passenger Capacity: 4; Bus Type: 1; Beat/Sub Area: S31; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 20

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By: J. Paz  
ID/Badge #: A12829

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California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CAA128299121  
Inspection Date: 12/07/2021  
Start: 9:12 AM PT End: 9:45 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

Carrier: SOUTHLAND TRANSIT INC

DBA:

3650 ROCKWELL AVE  
EL MONTE, CA, 91731

USDOT: 2805704

MC/MX#:

State#: 216255

Location: EL MONTE

Highway:

County: LOS ANGELES

Phone#: (626)258-1310

Fax#: (626)258-1314

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

State:

State:

Milepost:

Shipper: N/A

Origin: N/A

Destination: N/A

Bill of Lading: N/A

Cargo: N/A

#### VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2010	CA	26501P2	1143	1FDPE4FS2ADA70049	14500		

#### BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

#### State Information:

Odometer: 170676; File Code Number: 258682; Fuel Type: G; Passenger Capacity: 18; WC Passenger Capacity: 2; Bus Type: 1; Beat/Sub Area: S31; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 20

Report Prepared By: J. Paz  
ID/Badge #: A12829

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California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CAA128299120  
Inspection Date: 12/07/2021  
Start: 9:46 AM PT End: 10:25 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

Carrier: SOUTHLAND TRANSIT INC

DBA:

3650 ROCKWELL AVE  
EL MONTE, CA, 91731

USDOT: 2805704

MC/MX#:

State#: 216255

Location: EL MONTE

Highway:

County: LOS ANGELES

Phone#: (626)258-1310

Fax#: (626)258-1314

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

State:

State:

Milepost:

Shipper: N/A

Origin: N/A

Destination: N/A

Bill of Lading: N/A

Cargo: N/A

#### VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	ELDO	2016	CA	1396389	59	1N9MNALG8GC084143	34250		

#### BRAKE ADJUSTMENTS

Axle #	1	2
Right	1 1/2	1 3/4
Left	1 1/2	1 3/4
Chamber	L-20	L-30

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

#### State Information:

Odometer: 179810; File Code Number: 216255; Fuel Type: CNG; Passenger Capacity: 29; WC Passenger Capacity: 2; Bus Type: 1; Beat/Sub Area: S31; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 20

Report Prepared By: J. Paz  
ID/Badge #: A12829

Copy Received By:

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California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CAN9WD001615  
Inspection Date: 12/07/2021  
Start: 10:26 AM PT End: 11:11 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

Carrier: SOUTHLAND TRANSIT INC

DBA:

3650 ROCKWELL AVE  
EL MONTE, CA, 91731

USDOT: 2805704

MC/MX#:

State#: 216255

Location: EL MONTE

Highway:

County: LOS ANGELES

Phone#: (626)258-1310

Fax#: (626)258-1314

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

State:

State:

Milepost:

Shipper: N/A

Origin:

Destination:

Bill of Lading: N/A

Cargo:

#### VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GWR	CVSA Existing	CVSA #
1	BU	FORD	2009	CA	1242042	3373	1FDXE45S89DA83440	14500		

#### BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

#### State Information:

Odometer: 225621; File Code Number: 258682; Fuel Type: G; Passenger Capacity: 18; WC Passenger Capacity: 2; Bus Type: 1; Beat/Sub Area: S31; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 20

Report Prepared By: ID/Badge #:

J. Paz

A12829

Copy Received By:

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California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CAN9WD001616  
Inspection Date: 12/07/2021  
Start: 11:12 AM PT End: 11:55 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

Carrier: SOUTHLAND TRANSIT INC

DBA:

3650 ROCKWELL AVE  
EL MONTE, CA, 91731

USDOT: 2805704

MC/MX#:

State#: 216255

Location: EL MONTE

Highway:

County: LOS ANGELES

Phone#: (626)258-1310

Fax#: (626)258-1314

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

State:

State:

Milepost:

Shipper: N/A

Origin: N/A

Destination: N/A

Bill of Lading: N/A

Cargo: N/A

#### VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	ELDO	2015	CA	1473769	BP3115	1N9MNALG4FC084199	34000		

#### BRAKE ADJUSTMENTS

Axle #	1	2
Right	1 1/4	1 1/2
Left	1 1/4	1 1/2
Chamber	L-20	C-30

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

#### State Information:

Odometer: 183536; File Code Number: 2586782; Fuel Type: CNG; Passenger Capacity: 27; WC Passenger Capacity: 2; Bus Type: 1; Beat/Sub Area: S31; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 20

Report Prepared By: J. Paz  
ID/Badge #: A12829

Copy Received By:

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California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CAN9WD001617  
Inspection Date: 12/07/2021  
Start: 11:56 AM PT End: 12:43 PM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

Carrier: SOUTHLAND TRANSIT INC

DBA:

3650 ROCKWELL AVE  
EL MONTE, CA, 91731

USDOT: 2805704

MC/MX#:

State#: 216255

Location: EL MONTE

Highway:

County: LOS ANGELES

Phone#: (626)258-1310

Fax#: (626)258-1314

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

State:

State:

Milepost:

Shipper: N/A

Origin: N/A

Destination: N/A

Bill of Lading: N/A

Cargo: N/A

#### VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	ELDO	2016	CA	1396164	L3209	1N9AMALG8GC084164	42720		

#### BRAKE ADJUSTMENTS

Axle #	1	2
Right	1 1/2	1 1/2
Left	1 1/2	1 1/2
Chamber	C-30	C-30

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

#### State Information:

Odometer: 189163; File Code Number: 258682; Fuel Type: CNG; Bus Type: 1; Beat/Sub Area: S31; Regulated Vehicle: Y;  
Pre-Cleared Vehicle: N; Veh #1 Type: 20

Report Prepared By: J. Paz  
ID/Badge #: A12829

Copy Received By:

X

X





California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CAN9WD001618  
Inspection Date: 12/07/2021  
Start: 12:44 PM PT End: 1:27 PM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

Carrier: SOUTHLAND TRANSIT INC

DBA:

3650 ROCKWELL AVE  
EL MONTE, CA, 91731

USDOT: 2805704

MC/MX#:

State#: 216255

Location: EL MONTE

Highway:

County: LOS ANGELES

Phone#: (626)258-1310

Fax#: (626)258-1314

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

State:

State:

Milepost:

Shipper: N/A

Origin: N/A

Destination: N/A

Bill of Lading: N/A

Cargo: N/A

#### VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2012	CA	19136S1	4804	1FDFE4FS8CDA03362	14500		

#### BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

#### State Information:

Odometer: 90253; File Code Number: 258682; Fuel Type: G; Passenger Capacity: 12; WC Passenger Capacity: 2; Bus Type: 1; Beat/Sub Area: S31; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 20

Report Prepared By: ID/Badge #:

J. Paz

A12829

Copy Received By:

X

X





Exhibit 7 – CBE Program Outreach/Good Faith Efforts



# **CBE Outreach Event– Sunshine (South Whittier) Shuttle Service**

**RFP No. BRC0000416**

1. CBE Outreach Progress Report .....	pg 2
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3. List of Contacted CBE Vendor Emails .....	pg 4
4. Summary of email interactions .....	pg 9
5. CBE Vendor responses .....	pg 10
6. CBE Outreach In-Person Meeting Agenda .....	pg 20
7. CBE Outreach Meeting TEAMS Online Invitation.....	pg 22
8. Outreach Event Attendance Record .....	pg 23
9. Outreach Event Notes .....	pg 24

# COMMUNITY BUSINESS ENTERPRISES - OUTREACH PROGRESS - SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE

RFP No. BRC0000416

DATE	TIME	ENTITY	PERSON OF CONTACT	Contact Info	Title	NOTES/POINT OF DISCUSSION
04/10/23	8:30 AM	Southland Transit	Tania Rivera	trivera@southlandtransit.com	Project Mngr	Composing Outreach Letter and Online Advertisement
04/10/23	4:04 PM	sendGrid	Support Ctr	support@sendgrid.com	auto support	sendgrid emailed confirmation of 64 contact uploads received
04/10/23	4:38 PM	sendGrid	Support Ctr	support@sendgrid.com	auto support	sendgrid emailed confirmation of 28 contacts uploads received
04/10/23	4:46 PM	sendGrid	Support Ctr	support@sendgrid.com	auto support	sendgrid emailed confirmation of 252 contact uploads received
04/10/23	5:14 PM	sendGrid	Mailing list	sendgrid.com	NA	emails
04/10/23	5:17 PM	sendGrid	Support Ctr	support@sendgrid.com	auto support	sendgrid emailed confirmation of 252 contact uploads received
04/11/23	6:18 AM	MK Maintenance LLC	Michael J Cortez	562-714-3187 Michael@mkmaintenancelc.com	Owner	Michael responded via email to outreach solicitation and would like to attend webinar
04/11/23	10:52 AM	MK Maintenance LLC	Michael J Cortez	562-714-3187 Michael@mkmaintenancelc.com	Owner	replied to Michael and email him the link to join Outreach Event
04/11/23	7:17 PM	Green Spaces Preservation LLC	Regina Madison	P: 800-465-8720   E: Info@Greenspacespreservation.com W: www.greenspacespreservation.com Cell: 323-357-2749	Founder & CEO	Regina replied to Outreach Event Solicitation and would like to participate in webinar.
04/12/23	9:02 AM	Green Spaces Preservation LLC	Regina Madison	P: 800-465-8720   E: Info@Greenspacespreservation.com W: www.greenspacespreservation.com Cell: 323-357-2749	Founder & CEO	replied to Regina and emailed her the online link and physical address to attend outreach meeting
04/12/23	9:16 AM	TGS Trans Global Services, Inc.	Luisa Sun	luisa@sgtransit.com, transglobalusa@aol.com	Owner	Luisa forwarded last 5 year fixed cost proposals
04/12/23	9:21 AM	TGS Trans Global Services, Inc.	Luisa Sun	luisa@sgtransit.com, transglobalusa@aol.com	Owner	Jason emailed Luisa to inform her to also send all of her DBE certifications
04/12/23	10:46 AM	TGS Trans Global Services, Inc.	Luisa Sun	luisa@sgtransit.com, transglobalusa@aol.com	Owner	Luisa forwarded DBE Certificate to Jason
04/12/23	11:17 AM	TGS Trans Global Services, Inc.	Luisa Sun	luisa@sgtransit.com, transglobalusa@aol.com	Owner	Luisa sent copies of corrected proposal. Prior email had missing info.
04/12/23	7:24 PM	JDS Jantitorial Service	Earl Burnett	jdsjanitorialservices@yahoo.com	Owner	Earl emailed confirming he will attend DBE outreach event party of 2
04/13/23	8:46 AM	JDS Jantitorial Service	Earl Burnett	jdsjanitorialservices@yahoo.com	Owner	replied to Earl asking if he will attend online or in person, emailed TEAMS link
04/14/23	10:24 AM	Above & Beyond Staffing	Shanena Shakes	Shanena Shakes <shanenashakes@gmail.com>, 559-776-9900	Owner	Shanena emailed regarding being interested in the opportunity and would like to attend outreach event, replied to Shanena with TEAMS link and also forwarded copy of RFP & Scope of Work.
04/14/23	1:34 PM	Above & Beyond Staffing	Shanena Shakes	Shanena Shakes <shanenashakes@gmail.com>	Owner	
04/14/23	3:22 PM	JDS Jantitorial Service	Earl Burnett	jdsjanitorialservices@yahoo.com	Owner	Earl replied that he will join event online.
04/14/23	3:55 PM	JDS Jantitorial Service	Earl Burnett	jdsjanitorialservices@yahoo.com	Owner	replied to earl, thanking him for his interest and send copies of Scope of Work & RFP.
04/14/23	4:07 PM	JDS Jantitorial Service	Earl Burnett	jdsjanitorialservices@yahoo.com	Owner	Earl confirmed receipt of documents.
04/17/23	11:04 AM	JDS Jantitorial Service	Earl Burnett	jdsjanitorialservices@yahoo.com	Owner	emailed Earl to confirm if he will be attending Outreach event. No reply to email, no phone number to call him.
04/17/23	11:05 AM	Green Spaces Preservation LLC	Regina Madison	P: 800-465-8720   E: Info@Greenspacespreservation.com W: www.greenspacespreservation.com Cell: 323-357-2749	Founder & CEO	emailed Regina to confirm if she will be attending outreach event as we are awaiting her to sign in. No reply to email received.
04/17/23	11:06 AM	Above & Beyond Staffing	Shanena Shakes	Shanena Shakes <shanenashakes@gmail.com>, 559-776-9900	Owner	email informing having trouble logging into the TEAMS meeting
04/17/23	11:10 AM	MK Maintenance LLC	Michael J Cortez	michael@mkmaintenancelc.com	Owner	emailed Michael to check if he will be attending Outreach Event
04/17/23	11:11 AM	MK Maintenance LLC	Michael J Cortez	michael@mkmaintenancelc.com, 562-714-3187	Owner	called Michael to confirm if he will be attending outreach event. Had not signed in. He informed me that he was at the airport and forgot about the meeting. Call was then disconnected.
04/17/23	11:11 AM	Above & Beyond Staffing	Shanena Shakes	Shanena Shakes <shanenashakes@gmail.com>, 559-776-9900	Owner	replied to Shanena to call me directly and we will include her in the meeting via conference call.
04/17/23	11:18 AM	Above & Beyond Staffing	Shanena Shakes	Shanena Shakes <shanenashakes@gmail.com>, 559-776-9900	Owner	replied to Shanena to send me her direct line so I can call her from the conference phone
04/17/23	11:20 AM	Above & Beyond Staffing	Shanena Shakes	Shanena Shakes <shanenashakes@gmail.com>, 559-776-9900	Owner	called Shanena back on main line in order to hold DBE meeting via conference call.





## ***Setting the Standard for Community Transit in Southern California***

DATE: April 10, 2023  
TO: All prospective CBE vendors  
FROM: Jason Snow, Vice President/COO  
SUBJECT: RFP No. BRC0000416 – Sunshine (South Whittier) Shuttle Service  
OWNER: County Of Los Angeles Department Of Public Works  
BID PROPOSAL DUE DATE: April 24, 2023 @ 8:30 PM

---

Dear Prospective CBE Vendor:

Bid/Proposal Due Date: Monday, April 24, 2023 @ 8:30 PM

We are bidding/proposing to the above project as a prime contractor and would appreciate quotes from CBE firms, which includes business enterprises owned by disabled veterans, disadvantaged business enterprises, minority, women, and lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprises. who are currently certified with CUCP for the following work/services and/or materials:

- Vehicle and Facility Maintenance
- Vehicle Cleaning Services
- Janitorial Services
- Uniform Services
- Auto Body Repair Services
- Landscaping Services
- Lubricant Supply Services
- Facility Ground Maintenance
- 

The RFP, as well as any plans and specifications are available for inspection at our office located at 3650 Rockwell Ave, El Monte, CA 91731. Should you need any assistance in obtaining bonding or insurance, please feel free to call us. DBE firms are also referred to the Small Business Administration (SBA) and/or the Federal Department of Transportation (DOT) Bond Assistance Programs.

We are an Equal Opportunity Employer and, as a matter of policy, encourage the participation of Community Business Enterprises.

All CBE firms must be certified by the bid/proposal due date and must provide our office with a copy of your CBE certification to include with the bid/proposal. Should you have any questions regarding the certification process, you may contact the Office of Small Business at (844) 432-4900 or at [OSB@opportunity.lacounty.gov](mailto:OSB@opportunity.lacounty.gov).

We will be contacting you by phone and email regarding this project, but feel free to contact us at (626) 258-1310 or by fax (626) 258-1329.

You are also invited to attend our CBE Outreach Event to be held on Monday April 17<sup>th</sup> at 11:00 AM at 3650 Rockwell Avenue, El Monte, CA 91731. If you are unable to attend in person, we offer the choice of a virtual meeting via TEAMS. Please contact us to register. During this event we will describe the project we are bidding in more detail, as well as provide a tour of the current operating facility.

Sincerely,

Jason Snow  
Vice President & COO

### **SOUTHLAND TRANSIT, INC**

3650 ROCKWELL AVENUE, EL MONTE, CALIFORNIA 91731  
626.258.1310 • FAX 626.258.1329 • [jason@southlandtransit.com](mailto:jason@southlandtransit.com)

**CBE Contact List of Potential Vendors for Sunshine (South Whittier) Shuttle Service  
RFP No. BRC0000416**

	Vendor Email contacted 04/10/2023	DATE ADDED	DATE UPDATED	Notes
1	mcampbell@sapphosenvironmental.com	4/10/2023	4/10/2023	
2	nicki@jtccorp.com	4/10/2023	4/10/2023	
3	hbatrucking@gmail.com	3/9/2023	4/10/2023	
4	abili@deltechengineeringinc.com	4/10/2023	4/10/2023	
5	poottrucking@aol.com	4/10/2023	4/10/2023	
6	nathan@skytsi.com	4/10/2023	4/10/2023	
7	jim@cpconstructors.com	4/10/2023	4/10/2023	
8	rkalwani@kalarchitects.com	4/10/2023	4/10/2023	
9	jazzrich175@verizon.net	4/10/2023	4/10/2023	
10	jtovar@tovargeo.com	4/10/2023	4/10/2023	
11	aioelectric@sbcglobal.net	4/10/2023	4/10/2023	
12	pert@paarcaengineering.com	4/10/2023	4/10/2023	
13	info@drcdinc.com	4/10/2023	4/10/2023	
14	kshah@pbsengineers.com	4/10/2023	4/10/2023	
15	contactkimsclanet@gmail.com	4/10/2023	4/10/2023	
16	we@whayneenterprises.com	4/10/2023	4/10/2023	
17	aldanatrucking@yahoo.com	4/10/2023	4/10/2023	
18	carolynnelsoncop@gmail.com	4/10/2023	4/10/2023	
19	service@75electrical.com	4/10/2023	4/10/2023	
20	deborah@proresourcesinc.com	4/10/2023	4/10/2023	
21	barbara@bbipromo.com	3/9/2023	4/10/2023	
22	communiquet@me.com	4/10/2023	4/10/2023	
23	ginashc@gmail.com	4/10/2023	4/10/2023	
24	denise@dlpoon.com	4/10/2023	4/10/2023	
25	denise@cooperconcrete.net	4/10/2023	4/10/2023	
26	tony@jperez.com	4/10/2023	4/10/2023	
27	nicole@dakcomm.com	4/10/2023	4/10/2023	
28	bill@cruzcontainers.com	4/10/2023	4/10/2023	
29	sam@hooperandassociates.com	4/10/2023	4/10/2023	
30	j@juliejun.com	4/10/2023	4/10/2023	
31	la.uniformandtaylor@gmail.com	4/10/2023	4/10/2023	
32	basicjan@aol.com	4/10/2023	4/10/2023	
33	sanbabyrell@yahoo.com	4/10/2023	4/10/2023	
34	melanie@guidedbusinessplan.com	4/10/2023	4/10/2023	
35	kbartlettconsulting@gmail.com	4/10/2023	4/10/2023	
36	officesupplies4you@yahoo.com	4/10/2023	4/10/2023	
37	sparklynn48@sbcglobal.net	4/10/2023	4/10/2023	
38	nrcruzinc@gmail.com	4/10/2023	4/10/2023	
39	ihminc@hotmail.com	4/10/2023	4/10/2023	
40	ken@jfhkconcepts.com	4/10/2023	4/10/2023	
41	courtneytorresconsulting@gmail.com	3/9/2023	4/10/2023	
42	yumeconsultants@gmail.com	4/10/2023	4/10/2023	
43	madsteelinc@aol.com	4/10/2023	4/10/2023	
44	krivera@jmfiberoptics.com	4/10/2023	4/10/2023	
45	sri@wefillgood.com	4/10/2023	4/10/2023	
46	stella.albright@ayslaw.com	4/10/2023	4/10/2023	
47	lisa@lidodimanhattan.com	4/10/2023	4/10/2023	
48	tedt@ttaa.com	4/10/2023	4/10/2023	
49	kajemindustries@gmail.com	4/10/2023	4/10/2023	
50	yesenia@yprolutions.com	4/10/2023	4/10/2023	
51	marshall-terry@sbcglobal.net	4/10/2023	4/10/2023	
52	mail@wesinc.org	4/10/2023	4/10/2023	
53	ms@lacco.com	4/10/2023	4/10/2023	



**CBE Contact List of Potential Vendors for Sunshine (South Whittier) Shuttle Service**  
**RFP No. BRC0000416**

	Vendor Email contacted 04/10/2023	DATE ADDED	DATE UPDATED	Notes
54	theadrcoach@aol.com	4/10/2023	4/10/2023	
55	info@davidstreeservice.com	4/10/2023	4/10/2023	
56	scoleman@colemancon.com	4/10/2023	4/10/2023	
57	ivpaint@outlook.com	4/10/2023	4/10/2023	
58	diana@martinezlandscape.com	4/10/2023	4/10/2023	
59	dickson877@sbcglobal.net	4/10/2023	4/10/2023	
60	saharj@sinatrauniform.com	4/10/2023	4/10/2023	
61	ajeon@hymengineering.com	4/10/2023	4/10/2023	
62	info@ammmminc.com	4/10/2023	4/10/2023	
63	ariesccorp@gmail.com	4/10/2023	4/10/2023	
64	mg@summit-engineers.com	4/10/2023	4/10/2023	
65	breadandwaterlandscape@gmail.com	4/10/2023	4/10/2023	
66	andrea@house47.com	4/10/2023	4/10/2023	
67	amy@apfischer.com	4/10/2023	4/10/2023	
68	teresa@fcnsnsoofing.com	4/10/2023	4/10/2023	
69	aircable@fiberoptiq.com	4/10/2023	4/10/2023	
70	contaldo@wefasarchitecture.com	4/10/2023	4/10/2023	
71	ahbrown@airportfieldservices.com	4/10/2023	4/10/2023	
72	pvoundi@triumphinc.com	4/10/2023	4/10/2023	
73	ose.ma@yahoo.com	4/10/2023	4/10/2023	
74	sgovil@tgrgeotechnical.com	4/10/2023	4/10/2023	
75	dan@cl-survey.com	4/10/2023	4/10/2023	
76	hectorj37@verizon.net	4/10/2023	4/10/2023	
77	haleyindustrial@sbcglobal.net	4/10/2023	4/10/2023	
78	arminda@d3architecture.com	4/10/2023	4/10/2023	
79	airmgmt@tstonramp.com	4/10/2023	4/10/2023	
80	natalie.aces@gmail.com	4/10/2023	4/10/2023	
81	shahdeval@hotmail.com	4/10/2023	4/10/2023	
82	karina@ellisrents.com	4/10/2023	4/10/2023	
83	jpelectric@sbcglobal.net	4/10/2023	4/10/2023	
84	alexisestwick@gmail.com	4/10/2023	4/10/2023	
85	rajiv.desai@3disystems.com	4/10/2023	4/10/2023	
86	csanchez@socal.rr.com	4/10/2023	4/10/2023	
87	marta@caliusa.net	4/10/2023	4/10/2023	
88	jessica@greencoastlandscapes.com	4/10/2023	4/10/2023	
89	ebsinc@ebs-la.com	4/10/2023	4/10/2023	
90	dmoore@bmotw.com	4/10/2023	4/10/2023	
91	hksp89@mac.com	4/10/2023	4/10/2023	
92	regina@greenspacespreservation.com	4/10/2023	4/10/2023	
93	sadag@a1inspect.net	4/10/2023	4/10/2023	
94	calvarez@jsbmnc.com	4/10/2023	4/10/2023	
95	sammysalgado@sbcglobal.net	4/10/2023	4/10/2023	
96	gbigcat450@gmail.com	4/10/2023	4/10/2023	
97	rmoore@rmooreassociates.com	4/10/2023	4/10/2023	
98	vtran@jnguyeninc.com	4/10/2023	4/10/2023	
99	csis@independence-cap.com	4/10/2023	4/10/2023	
100	hector1nava@gmail.com	4/10/2023	4/10/2023	
101	virojas@ptei.net	4/10/2023	4/10/2023	
102	tsalas@iq-personnel.com	4/10/2023	4/10/2023	
103	pradeep@pradeepconsulting.com	4/10/2023	4/10/2023	
104	estimating@velardeconcreteinc.com	4/10/2023	4/10/2023	
105	info@mhabuildingservices.com	4/10/2023	4/10/2023	
106	president@eagless.com	4/10/2023	4/10/2023	

**CBE Contact List of Potential Vendors for Sunshine (South Whittier) Shuttle Service**  
**RFP No. BRC0000416**

	Vendor Email contacted 04/10/2023	DATE ADDED	DATE UPDATED	Notes
107	cd@airportlighting.com	4/10/2023	4/10/2023	
108	mstergion@stergiongroup.com	4/10/2023	4/10/2023	
109	arvind@vapci.com	4/10/2023	4/10/2023	
110	lauren@freetoform.com	4/10/2023	4/10/2023	
111	nancy@ugeecs.com	4/10/2023	4/10/2023	
112	young@opnrg.com	4/10/2023	4/10/2023	
113	wendylex@outlook.com	4/10/2023	4/10/2023	
114	debrahunter@idcinc.net	4/10/2023	4/10/2023	
115	patricia@garconconstruction.com	4/10/2023	4/10/2023	
116	margaret.pappano@gmail.com	4/10/2023	4/10/2023	
117	lpauneto@sbcglobal.net	4/10/2023	4/10/2023	
118	richard@bluegooseuniforms.com	4/10/2023	4/10/2023	
119	bknnoxarchitectsinc@earthlink.net	4/10/2023	4/10/2023	
120	evelyn.ekconsultingservices@gmail.com	4/10/2023	4/10/2023	
121	csaelee@bayarealightworks.com	4/10/2023	4/10/2023	
122	lena2312@aol.com	4/10/2023	4/10/2023	
123	annie@cg-arch.com	4/10/2023	4/10/2023	
124	hroble@entoserv.com	4/10/2023	4/10/2023	
125	ssturm@lssc.com	4/10/2023	4/10/2023	
126	leroy.dixon@dav-lear.com	4/10/2023	4/10/2023	
127	info@agencylp.com	4/10/2023	4/10/2023	
128	segun@saaassociates.com	4/10/2023	4/10/2023	
129	dstanpaul@gmail.com	4/10/2023	4/10/2023	
130	jkaufman@firstfuel.net	4/10/2023	4/10/2023	
131	rsoneja@simplex-cm.com	4/10/2023	4/10/2023	
132	lindy@alaskaenterprisesinc.com	4/10/2023	4/10/2023	
133	jg@hwmaintenance.net	4/10/2023	4/10/2023	
134	trisham@aol.com	4/10/2023	4/10/2023	
135	ceo@tfgla.com	4/10/2023	4/10/2023	
136	roman@riscomsystems.com	4/10/2023	4/10/2023	
137	dsmith@dedicatedservicesusa.com	4/10/2023	4/10/2023	
138	office@interphase-inc.com	4/10/2023	4/10/2023	
139	jamie@titandisposal.com	4/10/2023	4/10/2023	
140	adriana.vernon@kelar.com	4/10/2023	4/10/2023	
141	admin@karwing.com	4/10/2023	4/10/2023	
142	lolaconstructionco@gmail.com	4/10/2023	4/10/2023	
143	tony@fareastlandscape.com	4/10/2023	4/10/2023	
144	mayra@alfarocommunications.com	4/10/2023	4/10/2023	
145	monica@unisourcebenefits.com	4/10/2023	4/10/2023	
146	syamamoto@scyamamoto.com	4/10/2023	4/10/2023	
147	gandmchino@gmail.com	4/10/2023	4/10/2023	
148	certs@fcsfacilityservices.com	4/10/2023	4/10/2023	
149	chandramundhra@gmail.com	4/10/2023	4/10/2023	
150	hkla@hklainc.com	4/10/2023	4/10/2023	
151	pabey@abeyarnold.com	4/10/2023	4/10/2023	
152	marlina@rduganconst.com	4/10/2023	4/10/2023	
153	toyama_assoc@earthlink.net	4/10/2023	4/10/2023	
154	randall@avum.com	4/10/2023	4/10/2023	
155	ibarrasgrading6@gmail.com	4/10/2023	4/10/2023	
156	addison@zencap.biz	4/10/2023	4/10/2023	
157	johnjche@yahoo.com	4/10/2023	4/10/2023	
158	ngamez@micronlabs.net	4/10/2023	4/10/2023	
159	dduganceo@dacmpm.com	4/10/2023	4/10/2023	



**CBE Contact List of Potential Vendors for Sunshine (South Whittier) Shuttle Service**  
**RFP No. BRC0000416**

	Vendor Email contacted 04/10/2023	DATE ADDED	DATE UPDATED	Notes
160	mollyplayalisa@sbcglobal.net	4/10/2023	4/10/2023	
161	esalcedo@gcapervices.com	4/10/2023	4/10/2023	
162	hercon7774511@aol.com	4/10/2023	4/10/2023	
163	rockstructures@sbcglobal.net	4/10/2023	4/10/2023	
164	dori.m@cmsimple4u.com	4/10/2023	4/10/2023	
165	frankmarchelloco@gmail.com	4/10/2023	4/10/2023	
166	gino@greenworldmaintenace.net	4/10/2023	4/10/2023	
167	alex@areinc.co	4/10/2023	4/10/2023	
168	edwin@velascoenv.com	4/10/2023	4/10/2023	
169	samq@quiaccountancy.com	4/10/2023	4/10/2023	
170	shanenashakes@gmail.com	4/10/2023	4/10/2023	
171	endrea@edkandcompany.com	4/10/2023	4/10/2023	
172	agata@goecoline.com	4/10/2023	4/10/2023	
173	avantitrans@aol.com	4/10/2023	4/10/2023	
174	kyawchang@gmail.com	4/10/2023	4/10/2023	
175	tonyc@uscubed.com	4/10/2023	4/10/2023	
176	alenoue@avant-garde-inc.com	4/10/2023	4/10/2023	
177	lbrooks869@aol.com	4/10/2023	4/10/2023	
178	claudia@umscorporation.com	4/10/2023	4/10/2023	
179	kimberlina@kwhettam.com	4/10/2023	4/10/2023	
180	meilingyip63@gmail.com	4/10/2023	4/10/2023	
181	arturo@allpetroresources.com	4/10/2023	4/10/2023	
182	juan@themopcrew.com	4/10/2023	4/10/2023	
183	frank.garcia@globalgreenworx.com	4/10/2023	4/10/2023	
184	rfp@pacrimengineering.com	4/10/2023	4/10/2023	
185	jdsjanitorialservices@yahoo.com	4/10/2023	4/10/2023	
186	lawym2004@aol.com	4/10/2023	4/10/2023	
187	jeanine@urbanrockdesign.com	4/10/2023	4/10/2023	
188	vanessa@dlrcontractors.com	4/10/2023	4/10/2023	
189	mehrasa@socal.rr.com	4/10/2023	4/10/2023	
190	becneluniforms1@gmail.com	4/10/2023	4/10/2023	
191	helinda@bluecable.com	4/10/2023	4/10/2023	
192	esther@ootdl.com	4/10/2023	4/10/2023	
193	americaninnovativeretailers@gmail.com	4/10/2023	4/10/2023	
194	amatrafficloops@gmail.com	4/10/2023	4/10/2023	
195	jason@varelacompanies.com	4/10/2023	4/10/2023	
196	aaees@earthlink.net	4/10/2023	4/10/2023	
197	geronimo_concrete@sbcglobal.net	4/10/2023	4/10/2023	
198	info@coreprobe.com	4/10/2023	4/10/2023	
199	support@1800fixphone.com	4/10/2023	4/10/2023	
200	bjag_group_llc@yahoo.com	4/10/2023	4/10/2023	
201	office@salazarlandscapingla.com	4/10/2023	4/10/2023	
202	ychaocwc@gmail.com	4/10/2023	4/10/2023	
203	support@cmelandscapcorp.com	4/10/2023	4/10/2023	
204	beckys.landscape@verizon.net	4/10/2023	4/10/2023	
205	suzanne@purr-fectgrowlings.com	4/10/2023	4/10/2023	
206	leatora@averygroup-inc.com	4/10/2023	4/10/2023	
207	garreola@wirenetcomm.com	4/10/2023	4/10/2023	
208	mcdas@earthlink.net	4/10/2023	4/10/2023	
209	kramsey@alamedaconstruction.com	4/10/2023	4/10/2023	
210	helenlw@dfda1.com	4/10/2023	4/10/2023	
211	ad@axcinnovations.com	4/10/2023	4/10/2023	
212	steve@closerangepi.com	4/10/2023	4/10/2023	

**CBE Contact List of Potential Vendors for Sunshine (South Whittier) Shuttle Service**  
**RFP No. BRC0000416**

	Vendor Email contacted 04/10/2023	DATE ADDED	DATE UPDATED	Notes
213	rowland.trucking@aol.com	4/10/2023	4/10/2023	
214	vviniegra@aol.com	4/10/2023	4/10/2023	
215	mr3e@ymail.com	4/10/2023	4/10/2023	
216	leila24f@aol.com	4/10/2023	4/10/2023	
217	cccestimators@sbcglobal.net	4/10/2023	4/10/2023	
218	angy888@yahoo.com	4/10/2023	4/10/2023	
219	jenniferjan@yahoo.com	4/10/2023	4/10/2023	
220	brasfieldg@yahoo.com	4/10/2023	4/10/2023	
221	drebosio@oshyn.com	4/10/2023	4/10/2023	
222	ogomez@abigaillelectric.com	4/10/2023	4/10/2023	
223	long@ipicorp.us	4/10/2023	4/10/2023	
224	terrymats@gmail.com	4/10/2023	4/10/2023	
225	bestuniforms@att.net	4/10/2023	4/10/2023	
226	soung@chesterline.com	4/10/2023	4/10/2023	
227	yyu@saeshe.com	4/10/2023	4/10/2023	
228	floatenterprisesinc@gmail.com	4/10/2023	4/10/2023	
229	azizza@zizzahighwayservices.com	4/10/2023	4/10/2023	
230	ernesto@modernoinc.com	4/10/2023	4/10/2023	
231	choayang@gmail.com	4/10/2023	4/10/2023	
232	services@briteworks.com	4/10/2023	4/10/2023	
233	vilmaymartinez@gmail.com	4/10/2023	4/10/2023	
234	dariusmcgee@gmail.com	4/10/2023	4/10/2023	
235	chris@bbcelectricinc.com	4/10/2023	4/10/2023	
236	jr.otr247@gmail.com	4/10/2023	4/10/2023	
237	bid.gov@katabenterprises.com	4/10/2023	4/10/2023	
238	torrijos@verizon.net	4/10/2023	4/10/2023	
239	cindyortega@yahoo.com	4/10/2023	4/10/2023	
240	rolando@res-associates.com	4/10/2023	4/10/2023	

[illegible]

**Tania Rivera**

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**From:** Tania Rivera  
**Sent:** Monday, April 17, 2023 11:10 AM  
**To:** Michael Cortez  
**Subject:** Re: Project Link?

Hello Michael,

We were disconnected on our call, will you be able to attend the outreach event ?

Yoh can reach me at 626-258-1305

Tania Rivera

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---

**From:** Tania Rivera  
**Sent:** Tuesday, April 11, 2023 10:52:23 AM  
**To:** Michael Cortez <michael@mkmaintenancelc.com>  
**Subject:** RE: Project Link?

Good Morning Michael,

Below is the link to the online TEAMS meeting for the DBE Outreach Event.

Monday, 04/17/2023@ 11:00 AM

[https://teams.microsoft.com/l/meetup-join/19%3aHe4CglzLFxTB8GnarZWNzyls-JDI4\\_ckHc97Pxxv8XLS1%40thread.tacv2/1681235371113?context=%7b%22Tid%22%3a%221bf332Sc-e04e-4911-aa46-c15c2110b3e3%22%2c%22Oid%22%3a%2215833953-Sde2-4856-b480-bc0f6e289250%22%7d](https://teams.microsoft.com/l/meetup-join/19%3aHe4CglzLFxTB8GnarZWNzyls-JDI4_ckHc97Pxxv8XLS1%40thread.tacv2/1681235371113?context=%7b%22Tid%22%3a%221bf332Sc-e04e-4911-aa46-c15c2110b3e3%22%2c%22Oid%22%3a%2215833953-Sde2-4856-b480-bc0f6e289250%22%7d)

You can also attend our event in person the same day and time at the below address:

Southland Transit  
3650 Rockwell Ave.  
El Monte, CA 91731

***DET,***

***Tania Rivera  
Project Manager  
Southland Transit, Inc.  
Direct: 626-258-1305  
Email: trivera@southlandtransit.com***

**From:** Michael Cortez <michael@mkmaintenancelc.com>  
**Sent:** Tuesday, April 11, 2023 6:18 AM  
**To:** Tania Rivera <TRivera@southlandtransit.com>  
**Subject:** Project Link?

Good morning Miss Rivera,

My name is Michael Cortez and I am owner of MK Maintenance along with my partner Kevin Bartlett. We were trying to look into your upcoming project but we can't seem to click onto any link? Is there anyway you could send me a link?

Thank you so much and have a wonderful day!

Michael

Michael J Cortez - Owner  
**MK MAINTENANCE LLC.**  
**562-714-3187**  
[Michael@mkmaintenancelc.com](mailto:Michael@mkmaintenancelc.com)



**Tania Rivera**

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**From:** Tania Rivera  
**Sent:** Monday, April 17, 2023 11:05 AM  
**To:** Regina Madison  
**Subject:** Re: RFP NO. BRC0000416 – Sunshine (South Whittier) Shuttle Service

Good Morning Regina,

We are awaiting your confirmation to join the meeting, will you be attending?

Tania Rivera  
626-258-1305

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---

**From:** Tania Rivera  
**Sent:** Wednesday, April 12, 2023 9:02:47 AM  
**To:** Regina Madison <regina@greenspacespreservation.com>  
**Subject:** RE: RFP NO. BRC0000416 – Sunshine (South Whittier) Shuttle Service

Good Morning Regina,

The Outreach Event will be held on Monday 04/17/2023 at 11:00am.

You can attend the event in person or join us online via Teams. I've added the link below for you.

[https://teams.microsoft.com/join/19%3a\\_He4CqlzLFxTB8G\\_narZWNzyls-JD14\\_ckHc97P\\_xvBXLs1%40thread.tacy2/1681235371113?context=%7b%22Tid%22%3a%221bf3325c-e04e-4911-aa46-c15c2110b3e3%22%2c%22Oid%22%3a%2215833953-5de2-4856-b480-bc0f6e289250%22%7d](https://teams.microsoft.com/join/19%3a_He4CqlzLFxTB8G_narZWNzyls-JD14_ckHc97P_xvBXLs1%40thread.tacy2/1681235371113?context=%7b%22Tid%22%3a%221bf3325c-e04e-4911-aa46-c15c2110b3e3%22%2c%22Oid%22%3a%2215833953-5de2-4856-b480-bc0f6e289250%22%7d)

The address to meet in person is as follows:

Southland Transit  
3650 Rockwell Ave.  
El Monte, CA 91731

Looking forward to meeting with you\_

*Best,*

Tania Rivera  
Project Manager  
Southland Transit, Inc.  
Direct: 626-258-1305  
Email: [trivera@southlandtransit.com](mailto:trivera@southlandtransit.com)



From: Regina Madison <regina@greenspacespreservation.com>  
Sent: Tuesday, April 11, 2023 7:17 PM  
To: Tania Rivera <TRivera@southlandtransit.com>  
Subject: RE: RFP NO. BRC0000416 – Sunshine (South Whittier) Shuttle Service

Hello Tania,

Thank you very much for the DBE Outreach Event. We are excited about learning how we can assist with work/services and or materials needed for this project.

Please send the teams webinar information, that will allow us the opportunity to view the facilities.

Thank you,

## **Regina Madison**

Founder & CEO | **Green Spaces Preservation LLC**

P: 800-465-87201E: [Info@Greenspacespreservation.com](mailto:Info@Greenspacespreservation.com)

W: [www.greenspacespreservation.com](http://www.greenspacespreservation.com)

Cell: 323-357-2749



Green Spaces Preservation, LLC, 3217 W. 73rd Street, Los Angeles, CA 90043

Certified Woman Business Enterprise (**WBENC**)

Certified Woman Owned Small Business (**WOSB**)

Certified Minority Business Enterprise (**MBE**)

State of California Small Business Enterprise (**SBE**)

Minority/Disadvantaged Business Enterprise (**M/DBE**)

Minority/Women Business Enterprise (**MWBE**)

Disadvantaged Business Enterprise (**DBE**)

**HUBZone Certified Firm**

## Tania Rivera

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**From:** Jason Snow  
**Sent:** Wednesday, April 12, 2023 11:04 AM  
**To:** Tania Rivera  
**Subject:** Fwd: TGS/SGT 5-Year Annual Contract Cost proposal, 4/1/2024 - 3/31/2029  
**Attachments:** TGS scanned DBE Certificate.pdf

Begin forwarded message:

**From:** Luisa Sun <luisa@sgtransit.com>  
**Date:** April 12, 2023 at 10:46:52 AM PDT  
**To:** Jason Snow <jason@southlandtransit.com>  
**Subject:** RE: TGS/SGT 5-Year Annual Contract Cost proposal, 4/1/2024 - 3/31/2029

DBE Certification as of 4/11/2023.

Thanks,

**From:** Jason Snow <jason@southlandtransit.com>  
**Sent:** Wednesday, April 12, 2023 9:21 AM  
**To:** Luisa Sun <luisa@sgtransit.com>  
**Subject:** RE: TGS/SGT 5-Year Annual Contract Cost proposal, 4/1/2024 - 3/31/2029

Please send all of your DBE Certifications as well.

**From:** Luisa Sun <luisa@sgtransit.com>  
**Sent:** Wednesday, April 12, 2023 9:16 AM  
**To:** Jason Snow <jason@southlandtransit.com>  
**Subject:** TGS/SGT 5-Year Annual Contract Cost proposal, 4/1/2024 - 3/31/2029

Good Morning,

Attached please find the all-inclusive 5-year fixed annual contract cost proposal for Access Services RFP AS-4162.

Thank you.

*Luisa*

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**From:** Jason Snow  
**Sent:** Wednesday, April 12, 2023 12:28 PM  
**To:** Tania Rivera  
**Subject:** FW: TGS/SGT 5-Year Annual Contract Cost proposal, 4/1/2024 - 3/31/2029 (Corrected)  
**Attachments:** TGS-SGT AS-4162 5 Year Total Contract Fixed Cost - 4-11-2023.pdf; TGS-SGT AS-4162 Annual Proposal Year 1, 4-11-2023.pdf; TGS-SGT AS-4162 Annual Proposal Year 2, 4-11-2023.pdf; TGS-SGT AS-4162 Annual Proposal Year 3, 4-11-2023.pdf; TGS-SGT AS-4162 Annual Proposal Year 4, 4-11-2023.pdf; TGS-SGT AS-4162 Annual Proposal Year 5, 4-11-2023.pdf

**From:** Luisa Sun <luisa@sgtransit.com>  
**Sent:** Wednesday, April 12, 2023 11:17 AM  
**To:** Timmy Mardirossian <timmy@sgtransit.com>  
**Cc:** Jason Snow <jason@southlandtransit.com>  
**Subject:** TGS/SGT 5-Year Annual Contract Cost proposal, 4/1/2024 - 3/31/2029 (Corrected)

Hello,

Previous proposal didn't include Utilities in the Total Tax and Expense Total.

Added row 30 for Utilities, didn't change the =SUM(C21:C29) to =SUM(C21:C30).

My apologies.

*Luisa*

**From:** Tania Rivera  
**Sent:** Monday, April 17, 2023 11:04 AM  
**To:** Earl Burnett  
**Subject:** Re: RFP NO. BRC0000416 – Sunshine (South Whittier) Shuttle Service

Good Moring Earl,

Will you be attending our outreach event? We are awaiting your confirmation to join.

Tania R  
626-258-1305

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**From:** Earl Burnett <jdsjanitorialservices@yahoo.com>  
**Sent:** Friday, April 14, 2023 4:06:59 PM  
**To:** Tania Rivera <TRivera@southlandtransit.com>  
**Subject:** Re: RFP NO. BRC0000416 – Sunshine (South Whittier) Shuttle Service

Received, thank you.

[Sent from Yahoo Mail for iPhone](#)

On Friday, April 14, 2023, 3:55 PM, Tania Rivera <TRivera@southlandtransit.com> wrote:

Sounds Good,

Looking forward toe-meet you!

*Best,*

*Tania Rivera*

***Project Manager***

***Southland Transit, Inc.***

***Direct: 626-258-1305***

***Email: [trivera@southlandtransit.com](mailto:trivera@southlandtransit.com)***

**From:** Earl Burnett <jdsjanitorialservices@yahoo.com>  
**Sent:** Friday, April 14, 2023 3:22 PM  
**To:** Tania Rivera <TRivera@southlandtransit.com>  
**Subject:** Re: RFP NO. BRC0000416 – Sunshine (South Whittier) Shuttle Service

Hi, I will join online

Sent from Yahoo Mail for iPhone

On Thursday, April 13, 2023, 8:46 AM, Tania Rivera <TRivera@southlandtransit.com> wrote:

Good Morning Earl,

Will you be attending in person, or would you like to join online via TEAMS?

Here is the link if you prefer to join us online:

[https://teams.microsoft.com/join/19%3aHe4CqlzLFxTB8Gna\\_rZWNzvl-JD14\\_ckHc97PxyBXLsl%40thread.tacv2/1681235371113?context=%7b%22Tid%22%3a%221bf3325c-e04e-4911-aa46-c15c2110b3e3%22%2c%22Oid%22%3a%2215833953-Sde2-4856-b480-bc0f6e289250%22%7d](https://teams.microsoft.com/join/19%3aHe4CqlzLFxTB8Gna_rZWNzvl-JD14_ckHc97PxyBXLsl%40thread.tacv2/1681235371113?context=%7b%22Tid%22%3a%221bf3325c-e04e-4911-aa46-c15c2110b3e3%22%2c%22Oid%22%3a%2215833953-Sde2-4856-b480-bc0f6e289250%22%7d)

*Best,*

*Tania Rivera  
Project Manager  
Southland Transit, Inc.  
Direct: 626-258-1305  
Email: [trivera@southlandtransit.com](mailto:trivera@southlandtransit.com)*

**From:** Earl Burnett <jdsjanitorialservices@yahoo.com>  
**Sent:** Wednesday, April 12, 2023 7:24 PM  
**To:** Tania Rivera <TRivera@southlandtransit.com>  
**Subject:** Re: Re: RFP NO. BRC0000416 – Sunshine (South Whittier) Shuttle Service

We will be attending DBE Outreach Event  
(Party of 2)

Sent from Yahoo Mail for iPhone

On Monday, April 10, 2023, 5:17 PM, Tania Rivera <[trivera@southlandtransit.com](mailto:trivera@southlandtransit.com)> wrote:

**From:** Tania Rivera  
**Sent:** Monday, April 17, 2023 11:18 AM  
**To:** Shanena Shakes  
**Subject:** Re: RFP NO. BRC0000416 – Sunshine (South Whittier) Shuttle Service

Or please send me your number and we can conference on the phone

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**From:** Tania Rivera <TRivera@southlandtransit.com>  
**Sent:** Monday, April 17, 2023 11:11:33 AM  
**To:** Shanena Shakes <shanenashakes@gmail.com>  
**Subject:** Re: RFP NO. BRC0000416 – Sunshine (South Whittier) Shuttle Service

Hi Shanena,

Please call me at 626-258-1305

Tania R

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**From:** Shanena Shakes <shanenashakes@gmail.com>  
**Sent:** Monday, April 17, 2023 11:05:26 AM  
**To:** Tania Rivera <TRivera@southlandtransit.com>  
**Subject:** Re: RFP NO. BRC0000416 – Sunshine (South Whittier) Shuttle Service

Hi Tania,

I am having an issue logging on. I do not have a teams account, is there a guest option?

On Mon, Apr 10, 2023 at 5:17 PM Tania Rivera <[trivera@southlandtransit.com](mailto:trivera@southlandtransit.com)> wrote:

**Shanena Shakes**  
**Owner**  
**Above and Beyond Staffing**  
P. 559.776.9900 E. [Shanenashakes\\_aail.com](mailto:Shanenashakes@aail.com)

**From:** Tania Rivera  
**Sent:** Friday, April 14, 2023 1:34 PM  
**To:** Shanena Shakes  
**Subject:** Re: RFP NO. BRC0000416 – Sunshine (South Whittier) Shuttle Service

Good Afternoon Shanena,

Below is the link where you can join our outreach event via TEAMS.

<https://teams.microsoft.com/join/19%3aHe4CglzIFxTB8GnarZWNzyls-JD14-ckHc97PxxBXLst%40thread.tacv2/1681235371113?context=%7b%22Tid%22%3a%22bf3325c-e04e-4911-aa46-c15c2110b3e3%22%2c%22Oid%22%3a%2215833953-Sde2-4856-b480-bc0f6e289250%22%7dlooking>

I have also attached a copy of the RFP and the Scope of Work for your review.

Looking forward toe-meet you!

*Best,*

*Tania Rivera  
Project Manager  
Southland Transit, Inc.  
Direct: 626-258-1305  
Email: trivera@southlandtransit.com*

**From:** Shanena Shakes <shanenashakes@gmail.com>  
**Sent:** Friday, April 14, 2023 10:24 AM  
**To:** Tania Rivera <TRivera@southlandtransit.com>  
**Subject:** Re: RFP NO. BRC0000416 - Sunshine (South Whittier) Shuttle Service

Hello Tania,

I am interested in this opportunity, is there a link to register for the outreach event?

Thank You,

**Shanena Shakes  
Owner  
Above and Beyond Staffing  
P. 559.776.9900 [E.Shanenashakes@gmail.com](mailto:E.Shanenashakes@gmail.com)**

**April 17, 2023**

**CBE Outreach Meeting – Sunshine (South Whittier) Shuttle Service**

**RFP No. BRC0000416**

**1. Introductions**

- Welcome and Introduce STI Personnel to attending CBE Vendors
- Ask CBE Vendors to introduce themselves.
- Collect signatures for record of attendance.

**2. Company Introduction**

- Give brief description of STI and Company History / Years of Service
- Service Areas and current Projects / Experience

**3. Project Overview**

- Provide overview and description of Sunshine Shuttle Services
- Include service Areas / function / # of vehicles.

**4. CBE Opportunities**

- Discuss the various CBE opportunities we have available for this project.  
(Vehicle & Facility Maintenance/Cleaning, Uniform Supply, Auto Body Repair & Lubricant Supply and Landscaping Services)

**5. CBE Participation Factors**

Discuss Qualifications/Requirements, factors, and process of selection for utilizing CBE Vendor's Services

- ❖ Location / Proximity
- ❖ Experience Level – Metro, Caltrans, Local experiences
- ❖ Reputation for quality service and on-time performance
- ❖ Key Staff qualifications and availability
- ❖ Demonstrate Team Player with good comprehension of keeping to their role on the team
- ❖ Demonstrate respect for the contract and the contracting chain of command

**6. Company's Commitment to CBE Vendors**

- Partnering Opportunities



- Capacity Building Opportunities for CBE firms
- Packaging Bids to increase CBE Participation
- Committed to ambitious CBE Goals
- Mentoring-Protégé Opportunities

**7. Procurement Schedule**

- RFP Release Date: 04/10/2023
- RFP Due Date: 04/24/2023, 08:30 PM

**8. Question & Answer Period**

# B DBE Outreach Meeting RFP No. BRC0000416 (not Details Schedule-Schedule Attendance Meeting Whiteboard Breakout room. .mi +

X Cancel meeting 0 Copied

Meeting options Response options v Require registration: None v

/J DBE Outreach Meeting RFP No. BRC0000416

8 CO JASGA Snow Free

Optional NO Mark Chasen Free

d/11 2023 1:00 PM v - 4.17/2023 12:00 PM v 1A 0 48 043

Suggested: No suggestions available.

Does not repeat v

id Monte Lorraine Room X

B 1 U 5 v A Paragraph v = = = } = 99 63 = 7 9

DBE Outreach Meeting for RFP No. AS-4162 - Access Services

## Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

MEET 10:286 507183 372

Passcode: **MDQqU**

[Download the app](#) [Join by phone](#)

Join by phone: [1-800-367-8669](#)

04/17/2023  
11:00AM

## Notes:

### Prospective DBE Attendees:

Earl Burnett party of 2 - Janitorial - No show/no reply, emailed & reached out via phone call.

Shanena Shakes - Janitorial, attended via phone conference due to having trouble with TEAMS.

Regina Madison - Green Spaces Preservation - No show/no reply

Michael Cortez - MK Maintenance LLC - No show/no reply, emailed & reached out via phone call, said he was at LAX Airport. Call was disconnected, called back then no response.

### Questions:

Ms. Shakes: Will cleaning supplies be provided? - No, all supplies to be provided by service provider and to be included in cost proposal.

Ms. Shakes: Will there be a supervisor provided? - No, all staffing to be provided by service provider and to be included in cost proposal.

- Get back to Shanena with total square footage of building/maintenance Facility.

- Advised that cost proposal is due on Friday 04/21/23, including all DBE Certifications

PROPOSER'S UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE

SELECTED FIRMS

Proposer Name (Prime with subcontractors* listed below) *only subcontractors with Utilization Participation are listed.	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business Enterprise
Southland Transit Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A

\*Information provided by proposer in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

PROPOSER'S UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
SUNSHINE (SOUTH WHITTIER) SHUTTLE SERVICE

FIRM INFORMATION*		Southland Transit Inc.
BUSINESS STRUCTURE		Corporation
CULTURAL/ETHNIC COMPOSITION		
OWNERS/PARTNERS	Black/African American	0
	Hispanic/Latino	0
	Asian or Pacific Islander	0
	American Indian	0
	Filipino	0
	White	2/100%
	Female (included above)	1/50%
		NUMBER
MANAGER	Black/African American	1
	Hispanic/Latino	5
	Asian or Pacific Islander	0
	American Indian	0
	Filipino	0
	White	7
	Female (included above)	6
STAFF	Black/African American	24
	Hispanic/Latino	118
	Asian or Pacific Islander	15
	American Indian	5
	Filipino	0
	White	24
	Female (included above)	54
Total No. of Employees:		199
COUNTY CERTIFICATION		
CBE		N/A
LSBE		N/A
OTHER CERTIFYING AGENCY		N/A

\*Information provided by proposer in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

**Bid Detail Information**

**Bid Number :** PW-AED965

**Bid Title :** RFSQ for Fixed Route and Dial-A-Ride Transit Services (2016-SQPA001)

**Bid Type :** Service

**Department :** Public Works

**Commodity :** BUS - TRANSIT (COACH-MINI) CONVENTIONAL

**Open Date :** 5/2/2016

**Closing Date :** Continuous

**Bid Amount :** \$ 0

**Bid Download :** Not Available

**Bid Description :** PLEASE TAKE NOTICE that Public Works requests Statement of Qualifications (SOQ) for Fixed Route and Dial-A-Ride Transit Services (2016-SQPA001). The purpose of this solicitation is to establish a qualified list of contractors that can perform work when Public Works anticipates the need for fixed route and Dial-A-Ride transit services. 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/aed/contracts> or may be requested from Mr. Eric Fong at (626) 458 4077 or [erfong@dpw.lacounty.gov](mailto:erfong@dpw.lacounty.gov), Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/cbad/servicecontracts>.

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

No Subcontractors will be allowed to fulfill any of the following Minimum Requirements.

1. Proposer must have a minimum of three years of experience providing the same or similar fixed route or paratransit services for governmental or social service agency(ies). Please use Form PW-19, Proposer's Compliance with the Minimum Requirements of the RFSQ.
2. Proposer must provide copies of all "Satisfactory" 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]). If the proposer has not performed services in California, the proposer must provide copies of a similar vehicle, maintenance facilities or terminals inspection for the prior three years by a governmental agency. Please use Form PW-19, Proposer's Compliance with the Minimum Requirements of the RFSQ.

Once the need to utilize the contractors' services is identified, Public Works will send out an Invitation for Bids to all contractors in the qualified list with a specific work description, price sheets, and additional requirements for the bids to be considered responsive and responsible. Some of the requirements may include, but are not limited to, additional licenses/certificates, and/or additional experience and equipment requirements.

A Proposers' Conference will be held on Tuesday, May 17, 2016, at 9 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room A. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference.

This solicitation will remain open continuously at the discretion of the County. The RFSQ Proposers' Mandatory Conference may be offered annually or as needed depending on the needs of the County.

This RFSQ process may take several weeks to process before a Qualified Contractors list is generated. Therefore, it is imperative that Proposers return all SOQ material no later than Tuesday May 31, 2016, at 5:30 p.m.

Proposers who attended the Proposers' Mandatory Conference but miss the above deadline may not submit Statement of Qualifications until January 2, 2017. No SOQ will be accepted without verification of the proposer attending the Mandatory Conference as stated above. SOQ's received after this date will be reviewed in the order they are submitted to Public Works based on the time indicated by the Public Works cashier's office time stamp.

**Contact Name :** Eric Fong