



MARK PESTRELLA, Director

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

"To Enrich Lives Through Effective and Caring Service"

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

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

IN REPLY PLEASE
REFER TO FILE

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

June 04, 2024

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

61 June 4, 2024

EDWARD YEN
EXECUTIVE OFFICER

Dear Supervisors:

**SERVICES CONTRACT
TRANSPORTATION CORE SERVICE AREA
AWARD OF SERVICES CONTRACT
ACTON AND AGUA DULCE SHUTTLE SERVICE IN THE
UNINCORPORATED COUNTY COMMUNITIES OF
ACTON AND AGUA DULCE
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to award a Proposition A services contract to Transit Systems Unlimited, Inc., a Community Business Enterprise, to provide fixed-route/paratransit shuttle service to residents in the unincorporated County communities of Acton and Agua Dulce.

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.
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 Transit Systems Unlimited, Inc., a Community Business Enterprise, for Acton and Agua Dulce shuttle service. This contract will be for a period of 1 year with four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months and a maximum potential contract sum of \$2,094,803.

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, Transit Systems Unlimited, 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 and/or terminate the contract for convenience 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

The purpose of the recommended action is to award a Proposition A services contract to Transit Systems Unlimited, Inc., a Community Business Enterprise, to provide fixed-route/paratransit shuttle service to residents in the unincorporated County communities of Acton and Agua Dulce and limited service in the City of Santa Clarita. Residents of the areas will benefit from a low-cost fare of \$1, while seniors, persons with disabilities, and children under age 5 will ride for free. This service will provide residents of these areas transportation to the Santa Clarita Metrolink Station, health care facilities, and shopping centers, as shown in Enclosure A.

The current contract will expire on June 30, 2024, and the award of this contract will continue the current service beyond the expiration date. The selected contractor is also the contractor currently providing this service.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal D, Sustainability, Strategy i, Climate Health; and Focus Area Goal E, Economic Health, Strategy ii, Small Businesses, by providing service via low-emission vehicles and 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.

The maximum potential contract sum is \$2,094,803 for the maximum contract period of 66 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 work, potential increased demand in service, and ridership performance incentives in accordance with the contract, and 10 percent of the annual contract sum for unforeseen additional work within the scope of the contract.

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 \$312,134.

The sum for the first option term is \$326,720.

The sum for the second option term is \$341,306.

The sum for the third option term is \$358,544.

The sum for the fourth and final option term is \$377,108.

The sum for the month-to-month option to extend up to 6 months is \$188,554.

These amounts are based on Public Works' estimated annual of the contractor's services at the hourly rates quoted.

Funding for this service is included in the Fifth Supervisorial District's Proposition A Local Return Transit Program in the Transit Operations Fund (CP6 - Services and Supplies) Fiscal Year 2024-25 Budget. Funding 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

County Counsel has approved the recommended contract, which has been executed by Transit Systems Unlimited, Inc., a Community Business Enterprise (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 was 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, gender, 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 of 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.

ENVIRONMENTAL DOCUMENTATION

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

CONTRACTING PROCESS

On June 20, 2023, a notice of the Request for Proposals was placed on the County's "Doing Business with Los Angeles County" website (Enclosure D), "Do Business with Public Works" website, and X (formerly Twitter). In addition, advertisements were placed in the Los Angeles Daily Journal, Los Angeles Sentinel, La Opinión, The Daily Breeze, The Signal (Santa Clarita), World Journal, Watts Times, The Malibu Times, Press Telegram, and Pasadena Star News. Also, Public Works informed 1,439 Local Small Business Enterprises, 162 Social Enterprises, 157 Disabled Veteran Business Enterprises, 752 Community Business Enterprises, 1,385 Community-Based Organizations, 111 independent contractors, various business development centers, and municipalities about this business opportunity.

On July 26, 2023, one proposal was received. The proposal was evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the Request for Proposals, which included the price, experience, work plan, financial resources, references, equipment, and demonstrated controls over labor/payroll recordkeeping, utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the responsive and responsible proposer, Transit Systems Unlimited, Inc., a Community Business Enterprise, located in Sun Valley, 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 contracts.

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 black ink, appearing to read "Mark Pestrella". The signature is fluid and cursive, with the first name "Mark" and last name "Pestrella" clearly distinguishable.

MARK PESTRELLA, PE

Director

MP:SK:ao

Enclosures

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

ENCLOSURE

June 4, 2024

**SERVICES CONTRACT
TRANSPORTATION CORE SERVICE AREA
AWARD OF SERVICES CONTRACT
ACTON AND AGUA DULCE SHUTTLE SERVICE IN THE
UNINCORPORATED COUNTY COMMUNITIES OF
ACTON AND AGUA DULCE
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

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

[2024.06.04 Action Agua Dulce BL \(FTP Large Enc\)](#)

WELCOME ABOARD!

WHO CAN RIDE?

General Public may board the scheduled fixed-route service at the shuttle stops indicated on the service schedule.

Senior Citizens (60+) and persons with disabilities can schedule pickup/dropoff in Agua Dulce, Acton, and a 3-Mile radius from Santa Clarita Metrolink Station during the time indicated on the service schedule for curb-to-curb service.

Contact the service provider to schedule curb-to-curb service. Schedule your trip at least **24-hours in advance.** You may schedule your trip up to **one week in advance.** First time riders are required to show their ID to the driver to verify eligibility. If the driver cannot visually verify disability, then the driver may request a letter from a physician describing the disability.

Children under the age of 12 must be accompanied by an adult 18 years of age or older.

WHAT IS THE COST?

FARES: \$1 per trip

FREE: Seniors (60 years and older)
Persons with disabilities
Children under 5

PLEASE NOTE:

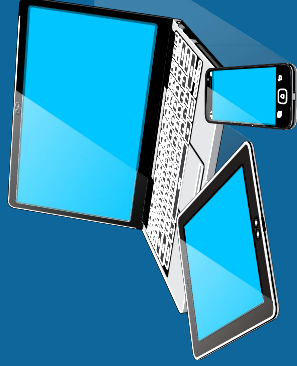
Only certified service animals for persons with disabilities are allowed on the vehicle.

No eating, drinking or smoking in the vehicle.

Wheelchair passengers, must be secured by a vehicle lap belt.

Always watch your step when you enter or exit the vehicle.

TRANSIT INFORMATION



MONDAY - SATURDAY
8 a.m. to 5 p.m.
(818) 504-7270

TRANSFER & FARE INFORMATION:

Santa Clarita Transit
(661) 294-1287

FOR GENERAL INFORMATION:

Los Angeles County
Public Works

LA GO Bus.com

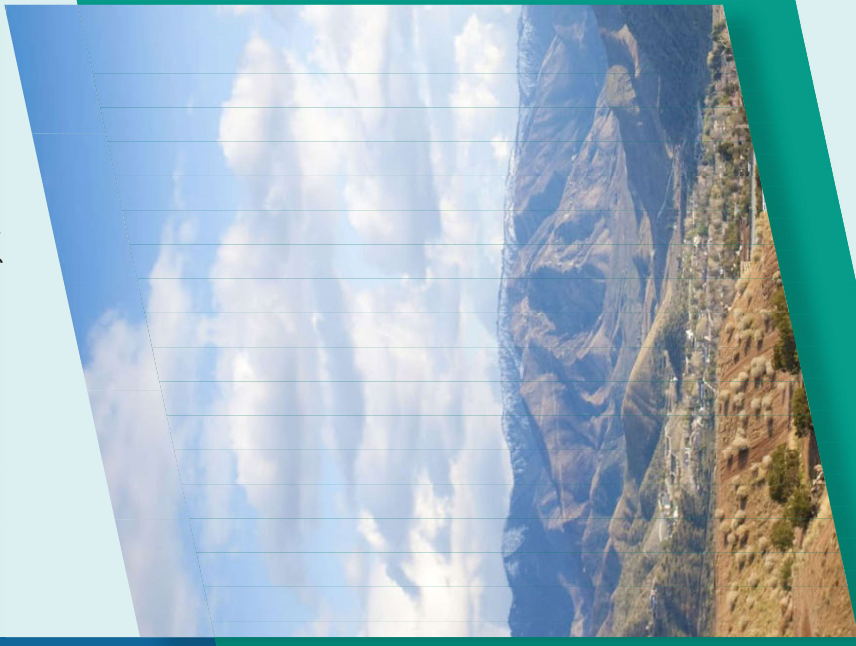
(626) 458-3909

SHUTTLE OPERATES
MONDAY, WEDNESDAY, SATURDAY

except New Year's Day, Memorial Day,
Independence Day, Labor Day,
Thanksgiving Day, and Christmas Day

ACTON & AGUA DULCE SHUTTLE

Effective February 5, 2024



This service is financed through funds
Provided by the County of Los Angeles

Agreement



BY AND BETWEEN

LOS ANGELES COUNTY
PUBLIC WORKS

AND

TRANSIT SYSTEMS UNLTD., INC.

FOR

ACTON AND AGUA DULCE SHUTTLE SERVICE (BRC0000437)

79561

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- EXHIBIT O Controlled Substance and Alcohol Testing Program**
- EXHIBIT P Transit Security Plan**

P:\brodpub\Service Contracts\CONTRACT\David\ACTON & AGUA DULCE SHUTTLE\2023 - Rebid\05 TOC-AGREEMENT-PROP_A 5-30-23.docx

AGREEMENT FOR
ACTON AND AGUA DULCE SHUTTLE SERVICE (BRC0000437)

THIS AGREEMENT, made and entered into this 4th day of June, 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 Transit Systems Unltd., Inc., a California Corporation, located at 8976 Laurel Canyon Blvd., (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 July 26, 2023, hereby agrees to provide services as described in this Contract for Acton and Agua Dulce Shuttle Service.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G, Route Description and Schedule; Exhibit H, County-Provided Service Vehicle Specifications; Exhibit I, Contractor-Provided Service Vehicle Requirements; Exhibit J, Vehicle Appearance/Cleanliness Checklist; Exhibit K, Driver's Daily Vehicle Report; Exhibit L, Vehicle Accident or Incident Report; Exhibit M, Preventive Maintenance; Exhibit N, CHP Terminal Manager's Compliance Checklist; Exhibit O, Controlled Substance and Alcohol Testing Program; and Exhibit P, Transit Security Plan; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Forms PW-2.1 through PW-2.6, an amount not to exceed \$2,094,803 for the entire contract period or such greater amount as the Board may approve (Maximum Contract Sum). The sum for the initial term is \$312,134; the sum for the first optional term is \$326,720; the sum for the second optional term is \$341,306; the sum for the third optional term is \$358,544; the sum for the fourth and last optional term is \$377,108; and a month-to-month extension up to 6 months at the PW-2.5 rates for \$188,554.

FOURTH: This Contract's initial term will be for a period of 1 year commencing on July 1, 2024, or Board approval whichever occurs last. The COUNTY will have the sole option to renew this Contract term for up to four additional 1-year periods and 6 month-to-month extensions, for a maximum total Contract term of 5 years and 6 months. Each such option will 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 will 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 will bill monthly in arrears, for the work performed during the preceding month. Work performed will be billed at the hourly rates quoted in Forms PW-2.1 – PW-2.6, Schedule of Prices for the applicable term.

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 must be in triplicate (original and two copies) and must itemize the work completed. The invoices must 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 will 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 must 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 must 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 must immediately notify the Contract Manager in writing. The CONTRACTOR must 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 will 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 P, inclusive, the COUNTY'S provisions will control and be binding.

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

THIRTEENTH: 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 will 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 will be legal and binding and will 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 will constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

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



COUNTY OF LOS ANGELES

By [Signature]
Chair, Board of Supervisors

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

EDWARD YEN
Executive Officer
Clerk of the Board of Supervisors

ATTEST: EDWARD YEN
EXECUTIVE OFFICER
CLERK OF THE BOARD OF SUPERVISORS

By [Signature], Deputy

By [Signature]
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By [Signature]
Deputy

Margaret Ambrose

Type/Print Name

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

61 June 4, 2024

[Signature]

EDWARD YEN
EXECUTIVE OFFICER

TRANSIT SYSTEMS UNLTD., INC.

By [Signature]
Its President

Maurice Vanegas
Type/Print Name

By [Signature]
Its Secretary

Maurice Vanegas
Type/Print Name

79561

ACKNOWLEDGMENT

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

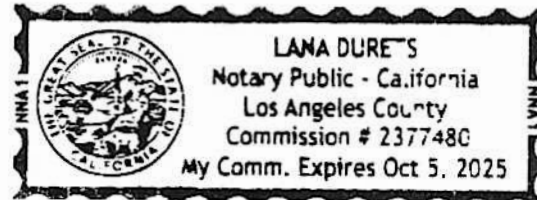
On April 1st, 2024 before me, Lana Durets, Notary Public
(insert name and title of the officer)

personally appeared Maurice Vanegas
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature L. Durets (Seal)



SCOPE OF WORK

ACTON AND AGUA DULCE SHUTTLE SERVICE

A. Public Works Contract Manager

Public Works' Contract Manager will be Vanessa Rachal of Transportation Planning and Programs Division, who may be contacted at (626) 458-5960, or VRACHAL@pw.lacounty.gov, Monday through Thursday, 7:30 a.m. to 5:30 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

The Acton and Agua Dulce Shuttle will provide service to residents in the unincorporated County areas of Acton and Agua Dulce. The service shall provide residents of these areas transportation to health care facilities, shopping centers, and limited service to selected locations in the City of Santa Clarita.

See Exhibit G, (Route Description and Schedule) for shuttle route.

C. Work Description

This work to be accomplished under these specifications shall be the continuation of a fixed-route/paratransit shuttle service, hereinafter referred to as the "Service." Service shall operate, utilizing transit vehicles as described in section E (hereafter "Service Vehicles" or "Vehicles"), with scheduled bus stops permitting passengers to board and alight, and also as a community paratransit dial-a-ride type of service for senior citizens and disabled residents. Curb-to-curb pickups and drop-offs shall be within a two mile radius of the service route in Acton and Agua Dulce, and within a three mile radius in Santa Clarita. Passengers requesting curb-to-curb service will be required to call the Contractor's dispatch at least 24 hours in advance.

The Contractor shall operate the Service subject to the general policies and direction of the County with regard to management and operations consistent with this Exhibit A, 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, Service Vehicle operators, dispatchers, mechanics, and other maintenance personnel; operation of training and safety programs; maintenance and repair of Service Vehicles and equipment; processing of warranty claims for County's Service Vehicles; assistance for public relations and promotions; and preparation of reports and analysis of financial and

other matters; clerical, statistical, and bookkeeping services. The Contractor shall provide all Service 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 this Scope of Work and the Performance Requirements Summary (Exhibit F), 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 (Route Description and Schedule). This Service will continue to operate between the hours of 8 a.m. and 4:30 p.m., Monday, Wednesday, and Saturday. At County's request the schedule may be expanded up to a 6 day schedule Monday-Saturday.

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

2. Service Modification

The County has established Service routes and schedules as described in Exhibit G (Route Description and Schedule). If the Contract Manager determines that the Service may be improved by revisions to scheduling, vehicle assignment, fleet size, or areas 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 (Forms PW-2.1 through PW-2.5, collectively 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 the applicable Form PW-2. Upon Contract 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 Form PW-2, Schedule of Prices over the term of this Contract. In the event a change in revenue hours exceeds 25 percent, resulting in renegotiation of the Hourly Rates, such rates would be subject to approval pursuant to Exhibit B.2. (Amendments).

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.

E. Equipment

1. Transit Vehicles

a. County-Provided Service Vehicles

Service shall be provided by the Contractor using County-Provided Service Vehicles and Contractor-Provided Service Vehicles. County will lease to Contractor one or more transit vehicles as described in Exhibit H, 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, Contractor-Provided Service Vehicle Requirements, hereinafter referred to as "Contractor Service Vehicles."

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 support 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 Service 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 the start of Service as well as those subsequently added to the fleet.

Contractor shall maintain all Service 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 Service 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, 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 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 is prohibited from the sale, assignment, or sublease of County Service Vehicles or equipment. Contractor is also 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 Service 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 Contractor payments for damage or loss to a County Service Vehicle shall be paid within 90 calendar days of date of loss (DOL). Liquidated Damages may be assessed each month for claims unresolved after 120 calendar days.

3. Communication Equipment

The Contractor, in the performance of this Contract, shall comply with all laws and regulations, including any and all contained within the California Vehicle Code (VC). Contractor shall ensure that all Vehicle operators 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. The communication equipment used shall provide complete coverage throughout the service area for all Service Vehicles.

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 Service Vehicles and shall comply with all applicable laws, 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 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 Vehicle 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 the use of an internet web site.

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 convenient 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 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 Automated Vehicle Locator (AVL) devices on Contractor-owned Service Vehicles that are assigned as the primary Service Vehicles. These devices will be removed from the Contractor-owned Service Vehicles at the end of the Contract.

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

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 repair 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 Service 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 maintain 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 Service 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 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 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 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 Service Vehicle manufacturers and all component manufacturers perform or reimburse Contractor for all work and parts that are covered under warranty. Contractor shall diligently follow the preventive maintenance program so any warranty coverage of County Service Vehicles is not lessened or invalidated. Contractor shall not seek additional compensation for any costs incurred to meet the requirements in this paragraph.

3. Service Vehicle Appearance/Cleaning/Fumes

Contractor shall be responsible for maintaining the appearance of all Service Vehicles as described in Exhibit J, Service Vehicle

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

a. Service Vehicle Interior

The interior of all Service Vehicles shall be kept free of litter and debris to the maximum practicable extent throughout the operating day. Service Vehicles shall be swept, wet mopped, and dusted daily. Water washing down or "hosing out" of Service 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 Service Vehicles shall be thoroughly washed at least once per week including all windows, seats, floor, stanchions, and grab rails. All foreign matter, such as gum, grease, dirt, and graffiti, shall be removed from all interior surfaces during the daily interior cleaning process. Any damage to seat upholstery shall be repaired in a professional manner. Upon discovery of the damaged seat upholstery, Vehicle shall be immediately removed from revenue Service. Damaged seat upholstery shall be repaired or replaced before Service 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 Service Vehicles are kept free of rodents, insects, vermin, and pests at all times while in operation and shall take such steps as are necessary, at Contractor's expense, to exterminate pests in the event that they occur in the Service Vehicles.

b. Service Vehicle Exterior

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

be responsible for maintenance and repair/replacement of the artwork on the exterior of the Service Vehicles.

c. Fumes

The interior passenger compartments of Service Vehicles shall be free of fumes from the engine, engine compartment, and exhaust system of Service 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 Service Vehicle cannot be returned to Service until the graffiti has been completely removed by the Contractor.

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

Each Service Vehicle shall receive a daily pre- and post-trip inspection by the Service Vehicle operator prior to being placed in Service and after the Service 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 Service 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 Service Vehicle operator making an inspection shall be required to fill out an inspection report form and turn it in to the Contractor's 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 Service 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 Service 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 Service 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 Service Vehicle is used in Service. It is unlawful to assign Service Vehicles to revenue service with defective lift/ramp equipment on concurrent days without repairs having been made.

6. Destination Signs

Destination signs shall, at all times, be correctly set for the Service being provided. When a Service Vehicle is deadheading to/from a yard location or any other non revenue travel sign(s) shall indicate that the Service 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 Service 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 Service 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 Service 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 Service 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 Service Vehicle repairs.

d. Preventive Maintenance

Routine preventive maintenance and servicing is required on all Service Vehicles as recommended by the Original Equipment Manufacturer (OEM) or as set forth by Contract Manager (See Exhibit M, Preventative Maintenance). Contract Manager will allow a window of plus or minus 500 miles for scheduled preventive maintenance as recommended by the Service Vehicle manufacturer's maintenance specifications. This window of plus or minus 500 miles cannot be added to successive maintenance intervals. For instance, if the Service 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 Service Vehicle indicating the date each inspection took place, a description of all work done to the Service Vehicle, the parts and supplies used, employee 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 Service 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 Service 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 temperature is comfortably maintained under all climatic conditions at all times while Service 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 Service 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
- 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 Service Vehicle Codes and Regulations

All Service Vehicles utilized in Service shall be maintained in a safe condition for operation on public streets and freeways and meet all the requirements in the California Vehicle Code. All Service Vehicle parts and all equipment mounted on or in Service Vehicles shall conform to applicable law, including 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 Service Vehicle is required to be inspected annually by

Contract Manager and/or by CHP. The Terminal Manager's Compliance Checklist Exhibit N, is provided as guidance. 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 in the Service 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

County will pay Contractor on a monthly basis an amount equal to the sum of 1) the number of Vehicle Service hours provided with a County Service Vehicle 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, 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 the fixed route hours determined by County needed to provide Service described in Exhibit G, Route Description and Schedule.

Unless otherwise provided herein, the County Vehicle Rate shall cover all costs of Service provided by Contractor using County Service Vehicles under this Contract.

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 a Contractor Service Vehicle 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, 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, Route Description and Schedule.

Unless otherwise provided herein, Contractor Vehicle Rate shall cover all costs of Service provided by Contractor, using Contractor Service Vehicles, under this Contract.

3. Fares and Revenue

a. Fare

The cash fare shall be \$1. However, the following patrons shall be able to board free of charge:

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

This Service shall also accept the Metro 30-day passes and regional EZ passes. 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 at no cost to County.

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. 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 Contract, or at any time within 3 years after the expiration or termination of the Contract, authorized representatives of County, or of any other agency funding the Service, may conduct an audit of the Contractor regarding the

services provided to the County, and if such audit finds the County's dollar liability for 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 Contract Sum 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 rates. 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 with pre- approval of the Contract Manager.

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

Please note that if the Contract Manager determines that the damage to the air conditioning compressors and/or compressor clutch unit were caused by 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 Service Vehicle repair, in order to restore the Service 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 Service 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 Service Vehicle passes the testing period. Contractor shall invoice County for any remaining balance after Contract Manager's final acceptance of Service

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

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable, as reasonably determined by Public Works. Any such person shall be reassigned immediately. Contractor shall not, absent prior written notice to 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 Contractor's 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 or propane-powered, 25 feet or longer cutaway buses and/or 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.

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.

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.

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.

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.

4. Vehicle Operators

Contractor shall employ a sufficient number of properly licensed and qualified personnel to operate County-Provided Service Vehicles and Contractor-Provided 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- and Contractor-Provided 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 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 training program shall include the following:

- i. Proper operation of the Service Vehicle to be used in Service including defensive driving and Service Vehicle handling. Proper operation of destination signs, wheelchair lifts and ramps, communication equipment, and other equipment to be used on Service 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.

- 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.

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 or propane-powered, 25 feet or longer cutaway buses and/or 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 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 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 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 any 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

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

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, Contractor shall cooperate with and deploy Service 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 any such law enforcement 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. Unless otherwise provided herein, Contractor shall retain all records relating to this Contract for a minimum period of 3 years following Contract expiration or termination . All such records shall be available for inspection by designated auditors of County and/or the State of California at reasonable times during normal working hours.

Contractor shall maintain and make records and reports pertaining to Service available to County, and/or appropriate State agencies 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 below 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. Service operation reports shall include, but are not limited to, the categories described below. Contractor shall prepare a format for each of the reports described below and submit the format to County for approval. Contractor shall be responsible for maintaining an adequate supply of each report form, including the preparation of all necessary copies.

a. Trip Reports

Contractor shall require each Vehicle operator to prepare a daily report on a form indicating: Service 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. elderly, disabled, and children under 5 years); and the number of passengers boarding with transit passes (EZ, Metro, and Metrolink). The summary shall indicate any trips that departed early or late. 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 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 Service Vehicle operator assigned to a Service Vehicle each day as shown on Exhibit K, 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

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 Service 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 the CM 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 Service 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, Public Works Report of Vehicle Accident or Incident, form to the Contract Manager.

In the event of an emergency after business hours, 8 AM to 5 PM, Contractor shall call the Public Works radio room at (626) 458 - HELP. Contractor shall notify County within 24 hours of any of the following accidents/incidents:

- i. Collisions between a Service Vehicle and another vehicle, person, and/or object.
- ii. Passenger accidents including falls while passengers are entering, occupying, or exiting the Service Vehicle.
- iii. Passenger disturbances, 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. 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 or termination, or suspension.

j. 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. 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, Controlled Substance and Alcohol Testing Program, and 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, Controlled Substance and Alcohol Testing Program only when they can be shown to County's satisfaction to be more stringent, or to be contrary to applicable law.

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, 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

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 applicable government agency.

A few items for Contractor to review and incorporate as appropriate 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), 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 must 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 NTAS webpage is located 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. 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, 25 feet or longer cutaway buses, and/or 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, 25 feet or longer cutaway buses, and/or transit buses. A subcontractor is not allowed to meet this requirement.
3. Contractor or its subcontractor'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, 25 feet or longer cutaway buses, and/or 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 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 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.

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, 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, in the amount shown in Exhibit F, Performance Requirements Summary or the following sums if the

Contractor fails to complete work within the time specified unless otherwise provided in this Contract.

a. Permanent Service Vehicles

The County and the Contractor hereby establish the unit price of \$100 per vehicle per day of operation or service day (Monday through Saturday, except holidays) as liquidated damages, for each and every day of delay in completing the delivery of permanent Service Vehicles by the Contractor. The above conditions may be invoked if the delivery exceeds the specified delivery date of 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, Service Map, 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.

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. Weekly Maintenance Inspections

The weekly maintenance inspections are called an "I" Service. This "I" Service shall be performed per the Original Equipment Manufacture's (OEM) Specifications (including both the Vehicle owner's manuals and Vehicle service manuals) and Exhibit M, 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.

g. 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.

h. Preventive Maintenance

Preventive Maintenance Inspections (PMI) shall be performed per the OEM and Exhibit M. 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.

i. CHP rating 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 Service Vehicle up to a maximum of \$1,000 per Service Vehicle per month.

j. Deficient Service Vehicle Condition

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

If Contractor has documentation indicating that the condition of the Service 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.

k. 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 responsible to pay 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.

I. Permanent Vehicle Rejection

In the event any Service Vehicle is rejected permanently by Contract Manager as a result of vehicle condition not meeting requirements in Exhibit I, 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.

m. 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 \$25 per Service Vehicle per day may be assessed for the first occurrence, \$50 per Service Vehicle per day for the second occurrence, and \$100 per Service Vehicle per day for each future occurrence within each contract year.

n. County Service Vehicle Warranty

If due to the Contractor's negligence of Service 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.

o. 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.

p. 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, 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.

q. 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 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.

r. 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.

s. Non-ADA Service Vehicle

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

t. 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.

u. 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.

v. 24-Hour Emergency Contact

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.

w. Unresolved Service Vehicle Claims

If Contractor fails to pay the County for loss or damage to a County Service Vehicle within 90 calendar days of the date of loss (DOL) 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 pretransfer inspection and a final transfer inspection. The contractor assuming responsibility for the County Service Vehicles (New Contractor) shall participate in both inspections. The Contractor shall have appropriate staff on-site to review work identified. It is the responsibility of the Contractor to ensure that County Service Vehicles are in good mechanical condition and have good, clean appearances. The Contractor must ensure that each vehicle's brakes and tires meet the minimum requirements specified in Exhibit M, Preventive Maintenance.

Any and all mechanical defects identified during the pre transfer and the final transfer inspections are the responsibility of the 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 1 week after the completion of the transfer of County Service Vehicles.

Repairs identified during these inspections, not made by the 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.

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 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 establishing to the satisfaction of the Contract Manager 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 shall 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 has to 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. 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 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, 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 (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

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.

1. 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.
2. Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.
3. 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.

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 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. The Contractor is required to verify that its subcontractors are not listed on the governmental exclusions in the SAM, before assigning federally funded work to its subcontractors.

**SCHEDULE OF PRICES
FOR**

ACTON AND AGUA DULCE SHUTTLE SERVICE (BRC0000437)

The undersigned Contractor offers to perform the work described in the Request For Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, fuel, equipment, and supplies unless stated otherwise in the Contract. 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 Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

Item	Description	Hourly Rate	Estimated Initial Term Hours	Price (Hourly Rate x Estimated Initial Term Hours)
1.	Rate for Contractor-Provided Service Vehicle	\$104.50/Hour	2,387	\$249,441.50
2.	Rate for County-Owned Service Vehicle ¹	\$104.50/Hour	265	\$27,692.50
ESTIMATED TOTAL INITIAL TERM HOURS			2,652	
TOTAL INITIAL TERM PROPOSED PRICE				<u>\$277,134.00</u>

LEGAL NAME OF PROPOSER Transit Systems Unlimited, Inc.		
PROPOSER'S ADDRESS: 8976 Laurel Canyon Blvd Sun Valley, CA 91352		
E-MAIL info@transitsystems.biz		
PHONE (818) 504-7270	MOBILE (818) 254-6780	DATE 7/24/2023

¹County-provided vehicles may be used in place of Contractor-provided vehicles in the future. At this time, it is estimated that County-provided vehicles may be used in place of Contractor-provided vehicles for 10% of the total annual hours.

**SCHEDULE OF PRICES
 FOR
 ACTON AND AGUA DULCE SHUTTLE SERVICE (BRC0000437)**

The undersigned Contractor offers to perform the work described in the Request For Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, fuel, equipment, and supplies unless stated otherwise in the Contract. 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 Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer 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 Contractor-Provided Service Vehicle	\$ 110.00/Hour	2,387	\$262,570.00
2.	Rate for County-Owned Service Vehicle ¹	\$ 110.00/Hour	265	\$29,150.00
ESTIMATED TOTAL ANNUAL HOURS			2,652	
TOTAL ANNUAL PROPOSED PRICE				<u>\$291,720.00</u>

LEGAL NAME OF PROPOSER Transit Systems Unlimited, Inc.		
PROPOSER'S ADDRESS: 8976 Laurel Canyon Blvd Sun Valley, CA 91352		
E-MAIL info@transitsystems.biz		
PHONE (818) 504-7270	MOBILE (818) 254-6780	DATE 7/24/2023

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SCHEDULE OF PRICES
FOR

ACTON AND AGUA DULCE SHUTTLE SERVICE (BRC0000437)

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By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer 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 Contractor-Provided Service Vehicle	\$ 115.50/Hour	2,387	\$275,698.50
2.	Rate for County-Owned Service Vehicle ¹	\$ 115.50/Hour	265	\$30,607.50
ESTIMATED TOTAL ANNUAL HOURS			2,652	
TOTAL ANNUAL PROPOSED PRICE <u> \$306,306.00 </u>				

LEGAL NAME OF PROPOSER		
Transit Systems Unlimited, Inc.		
PROPOSER'S ADDRESS:		
8976 Laurel Canyon Blvd Sun Valley, CA 91352		
E-MAIL		
info@transitsystems.biz		
PHONE	MOBILE	DATE
(818) 504-7270	(818) 254-6780	7/24/2023

¹County-provided vehicles may be used in place of Contractor-provided vehicles in the future. At this time, it is estimated that County-provided vehicles may be used in place of Contractor-provided vehicles for 10% of the total annual hours.

**SCHEDULE OF PRICES
 FOR**

ACTON AND AGUA DULCE SHUTTLE SERVICE (BRC0000437)

The undersigned Contractor offers to perform the work described in the Request For Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, fuel, equipment, and supplies unless stated otherwise in the Contract. 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 Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer 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 Contractor-Provided Service Vehicle	\$ 122.00/Hour	2,387	\$291,214.00
2.	Rate for County-Owned Service Vehicle ¹	\$ 122.00/Hour	265	\$32,330.00
ESTIMATED TOTAL ANNUAL HOURS			2,652	
TOTAL ANNUAL PROPOSED PRICE				<u>\$323,544.00</u>

LEGAL NAME OF PROPOSER Transit Systems Unlimited, Inc.		
PROPOSER'S ADDRESS: 8976 Laurel Canyon Blvd Sun Valley, CA 91352		
E-MAIL info@transitsystems.biz		
PHONE (818) 504-7270	MOBILE (818) 254-6780	DATE 7/24/2023

¹County-provided vehicles may be used in place of Contractor-provided vehicles in the future. At this time, it is estimated that County-provided vehicles may be used in place of Contractor-provided vehicles for 10% of the total annual hours.

**SCHEDULE OF PRICES
 FOR**

ACTON AND AGUA DULCE SHUTTLE SERVICE (BRC0000437)

The undersigned Contractor offers to perform the work described in the Request For Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, fuel, equipment, and supplies unless stated otherwise in the Contract. 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 Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer 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 Contractor-Provided Service Vehicle	\$129.00/Hour	2,387	\$307,923.00
2.	Rate for County-Owned Service Vehicle ¹	\$129.00/Hour	265	\$34,185.00
ESTIMATED TOTAL ANNUAL HOURS			2,652	
TOTAL ANNUAL PROPOSED PRICE				<u>\$342,108.00</u>

LEGAL NAME OF PROPOSER Transit Systems Unlimited, Inc.		
PROPOSER'S ADDRESS: 8976 Laurel Canyon Blvd Sun Valley, CA 91352		
E-MAIL info@transitsystems.biz		
PHONE (818) 504-7270	MOBILE (818) 254-6780	DATE 7/24/2023

¹County-provided vehicles may be used in place of Contractor-provided vehicles in the future. At this time, it is estimated that County-provided vehicles may be used in place of Contractor-provided vehicles for 10% of the total annual hours.

**SCHEDULE OF PRICES
FOR
ACTON AND AGUA DULCE SHUTTLE SERVICE (BRC0000437)**

The undersigned Contractor offers to perform the work described in the Request For Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, fuel, equipment, and supplies unless stated otherwise in the Contract. 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 Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

	TERMS	ANNUAL PRICE FOR EACH TERM
1	ACTON AND AGUA SHUTTLE SERVICE – INITIAL TERM	\$277,134.00
2	ACTON AND AGUA SHUTTLE SERVICE – OPTION YEAR 1	\$291,720.00
3	ACTON AND AGUA SHUTTLE SERVICE – OPTION YEAR 2	\$306,306.00
4	ACTON AND AGUA SHUTTLE SERVICE – OPTION YEAR 3	\$323,544.00
5	ACTON AND AGUA SHUTTLE SERVICE – OPTION YEAR 4	\$342,108.00
TOTAL PRICE FOR TERMS 1 THROUGH 5		\$1,540,812.00

LEGAL NAME OF PROPOSER Transit Systems Unlimited, Inc.		
PROPOSER'S ADDRESS: 8976 Laurel Canyon Blvd Sun Valley, CA 91352		
E-MAIL info@transitsystems.biz		
PHONE (818) 504-7270	MOBILE (818) 254-6780	DATE 7/24/2023

FORM LW-8.1
INITIAL TERM

Estimated Dates (July 1, 2024 - June 30, 2025)

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: ACTON AND AGUA DULCE SHUTTLE SERVICE (BRC0000437)

PROPOSER: Transit Systems Unlimited, Inc.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Karnik Vartanian		12		12			12	36	1872	\$21.25	\$ 39,780.00
Alejandra Luna		8		8		8	8	40	2080	\$21.25	\$ 44,200.00
Supervisor		8		8		8	8	40	2080	\$23.00	\$ 47,840.00
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
Comments/Notes:											
Total Salaries \$ 131,820.00											
*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											
(2) Health Insurance											
(3) Payroll Taxes & Workers' Compensation											
(4) Welfare and Pension											
Total Employee Benefits (1+2+3+4)											
\$ 19,944.00											
(5) Equipment Costs											
\$ 55,425.00											
(6) Service and Supply Costs											
\$ 41,570.00											
(7) General and Administrative Costs											
\$ 8,800.00											
(8) Profit											
\$ 19,575.00											
Total Other Costs (5+6+7+8)											
\$ 123,370.00											
TOTAL PRICE											
\$ 277,134.00											

* All employees shown must be FULL-TIME employees of the Bidder, 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 proposal 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 Bid.

Transit Systems Unlimited, Inc.
Name of Bidder


Signature

7/25/2023
Date

FORM LW-8.2
OPTION YEAR 1
Estimated Dates (July 1, 2025 - June 30, 2026)

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: ACTON AND AGUA DULCE SHUTTLE SERVICE (BRC0000437)

PROPOSER: Transit Systems Unlimited, Inc.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Karnik Vartanian		12		12			12	36	1872	\$22.25	\$ 41,652.00
Aleandra Luna		8		8		8	8	40	2080	\$22.25	\$ 46,280.00
Supervisor		8		8		8	8	40	2080	\$24.00	\$ 49,920.00
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
Comments/Notes:											
**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE 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.											
Total Salaries \$ 137,852.00											
(1) Vacations, Sick Leave, Holiday \$ 3,288.00											
(2) Health Insurance \$ 0.00											
(3) Payroll Taxes & Workers' Compensation \$ 17,575.00											
(4) Welfare and Pension \$ 0.00											
Total Employee Benefits (1+2+3+4) \$ 20,863.00											
(5) Equipment Costs \$ 58,800.00											
(6) Service and Supply Costs \$ 44,250.00											
(7) General and Administrative Costs \$ 9,450.00											
(8) Profit \$ 20,505.00											
Total Other Costs (5+6+7+8) \$ 133,005.00											
TOTAL PRICE \$ 291,720.00											

* All employees shown must be FULL-TIME employees of the Bidder, 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 proposal 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; 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 Bid.


 Signature
 2015

Transit Systems Unlimited, Inc.
 Name of Bidder

7/25/2023
 Date

FORM LW-8.3
OPTION YEAR 2
Estimated Dates (July 1, 2026 - June 30, 2027)

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: ACTON AND AGUA DULCE SHUTTLE SERVICE (BRC0000437)

PROPOSER: Transit Systems Unlimited, Inc.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Karnik Vartanian		12		12			12	36	1872	\$23.25	\$ 43,524.00
Alejandra Luna		8		8	8	8	8	40	2080	\$23.25	\$ 48,360.00
Supervisor		8		8	8	8	8	40	2080	\$25.00	\$ 52,000.00
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
Comments/Notes:											
**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE 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.											
Total Salaries											
(1) Vacations, Sick Leave, Holiday											
\$ 3,432.00											
(2) Health Insurance											
\$ 0.00											
(3) Payroll Taxes & Workers' Compensation											
\$ 18,340.00											
(4) Welfare and Pension											
\$ 0.00											
Total Employee Benefits (1+2+3+4)											
\$ 21,772.00											
(5) Equipment Costs											
\$ 61,000.00											
(6) Service and Supply Costs											
\$ 47,950.00											
(7) General and Administrative Costs											
\$ 10,150.00											
(8) Profit											
\$ 21,550.00											
Total Other Costs (5+6+7+8)											
\$ 140,650.00											
TOTAL PRICE											
\$ 306,306.00											

* All employees shown must be FULL-TIME employees of the Bidder, 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 proposal 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; 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 Bid.

Transit Systems Unlimited, Inc. Maurice Vanegas 7/25/2023
 Name of Bidder Signature Date
 3 of 5

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: ACTON AND AGUA DULCE SHUTTLE SERVICE (BRC0000437)

PROPOSER: Transit Systems Unlimited, Inc.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Karnik Vartanian		12		12			12	36	1872	\$24.25	\$ 45,396.00
Alejandra Luna		8		8	8	8	8	40	2080	\$24.25	\$ 50,440.00
Supervisor		8		8	8	8	8	40	2080	\$26.00	\$ 54,080.00
										\$	\$
										\$	\$
										\$	\$
										\$	\$
										\$	\$
										\$	\$
										\$	\$
										\$	\$
Comments/Notes:	Total Salaries \$ 149,916.00										
	(1) Vacations, Sick Leave, Holiday \$ 3,576.00										
	(2) Health Insurance \$ 0.00										
	(3) Payroll Taxes & Workers' Compensation \$ 19,120.00										
	(4) Welfare and Pension \$ 0.00										
	Total Employee Benefits (1+2+3+4) \$ 22,696.00										
	(5) Equipment Costs \$ 65,500.00										
	(6) Service and Supply Costs \$ 50,050.00										
	(7) General and Administrative Costs \$ 11,550.00										
	(8) Profit \$ 23,832.00										
	Total Other Costs (5+6+7+8) \$ 150,932.00										
	TOTAL PRICE \$ 323,544.00										

* All employees shown must be FULL-TIME employees of the Bidder, 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 proposal 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; 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.

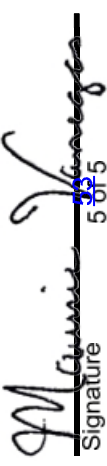
The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the Bid.

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: ACTON AND AGUA DULCE SHUTTLE SERVICE (BRC0000437)

PROPOSER: Transit Systems Unlimited, Inc.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Karnik Vartanian		12		12			12	36	1872	\$ 25.25	\$ 47,268.00
Alejandra Luna		8		8		8	8	40	2080	\$ 25.25	\$ 52,520.00
Supervisor		8		8		8	8	40	2080	\$ 27.00	\$ 56,160.00
										\$	\$
										\$	\$
										\$	\$
										\$	\$
										\$	\$
										\$	\$
										\$	\$
										\$	\$
Comments/Notes:											
Total Salaries \$ 155,948.00											
(1) Vacations, Sick Leave, Holiday \$ 3,720.00											
(2) Health Insurance \$ 0.00											
(3) Payroll Taxes & Workers' Compensation \$ 19,880.00											
(4) Welfare and Pension \$ 0.00											
Total Employee Benefits (1+2+3+4) \$ 23,600.00											
(5) Equipment Costs \$ 71,800.00											
(6) Service and Supply Costs \$ 53,000.00											
(7) General and Administrative Costs \$ 12,392.00											
(8) Profit \$ 25,3680.00											
Total Other Costs (5+6+7+8) \$ 162,560.00											
TOTAL PRICE \$ 342,108.00											

* All employees shown must be FULL-TIME employees of the Bidder, 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 proposal 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; 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

Transit Systems Unlimited, Inc. _____
 Name of Bidder

 Signature
 5 OF 5
 7/25/2023
 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 Proposals, 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.

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 a solicitation document (Request for Proposals).

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

Public Works. Los Angeles County Public Works.

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

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

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

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

C. Headings

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

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

1. For any change which affects the Scope of Work, Contract sum, payments, or any term or condition included in this Contract, an amendment 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 and 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-3), 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 RFP used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and 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 RFP 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.

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.

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

PROPRIETARY CONSIDERATIONS

A. Ownership of County Materials

Contractor and County agree that all materials including, but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of deliverables, and any other materials or information developed under this Contract and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain rights, know-how, and any other proprietary rights and derivatives thereof, is and will be the sole property of County (hereafter collectively, "County Materials"). Contractor hereby assigns and transfers to County all Contractor's rights, titles, and interest in and to all such County Materials developed under this Contract.

Notwithstanding such County ownership in the County Materials, Contractor may retain possession of working papers and materials prepared by Contractor under this Contract. During and for a minimum of five years subsequent to the term of this Contract, County will have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.

B. Transfer to County

Contractor must execute all documents requested by County and must perform all other acts requested by County to assign and transfer to, and vest in County, all Contractor's rights, titles, and interest in and to the County Materials including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this Contract. County will have the right to register all applicable copyrights, trademarks, and patents in the name of the County of Los Angeles. Further, County will have the right to assign, license, or otherwise transfer any and all County's rights, titles, and interest including, but not limited to, copyrights, trademarks, and patents, in and to the County Materials.

C. Indemnity

Contractor represents and warrants that the County Materials prepared herein under this Contract, is the original work of Contractor and does not infringe upon any Intellectual Property or proprietary rights of third-parties. For those portions of

the County Materials that are not the original work of Contractor, Contractor represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third-parties to include such materials in the County Materials.

Contractor must defend, indemnify, and hold County harmless against any claims by third-parties based on infringement of copyright, patent, trade secret, trademark, or any other claimed Intellectual Property or proprietary right, arising from County's use of County Materials created and/or prepared by Contractor. Contractor will also indemnify and defend at its sole expense, any action brought against County based on a claim that County Materials furnished hereunder by Contractor and used within the scope of this Contract infringe any copyright, patent, trade secret, trademark, or any other claimed intellectual property or proprietary right of third-parties, and Contractor must pay any costs, damages and attorney's fees incurred by County. County will notify Contractor promptly and in writing of any such action or claim and will permit Contractor to fully participate in the defense thereof.

D. Copyright Notices

Contractor must affix the following notice to all County Materials: "@ Copyright 2021 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor must affix such notice on the title page of all images, photographs, documents and writings; and otherwise as County may direct.

E. Acknowledgement/Attribution

County will also have the sole right to control the preparation, modification and revisions to, all acknowledgment and/or attribution language for all County Materials resulting from this Contract. County will, however, exercise reasonable efforts to honor requests by Contractor seeking removal of all acknowledgment and/or attribution language relating to the Contractor, should Contractor no longer wish to receive attribution for its work on the County Materials.

SECTION 15

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 2023)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from 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 all employees whose wages for 2023 are less than \$63,398 that they 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 5, 2024.

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. Or you can go to www.irs.gov/OrderForms to order it.

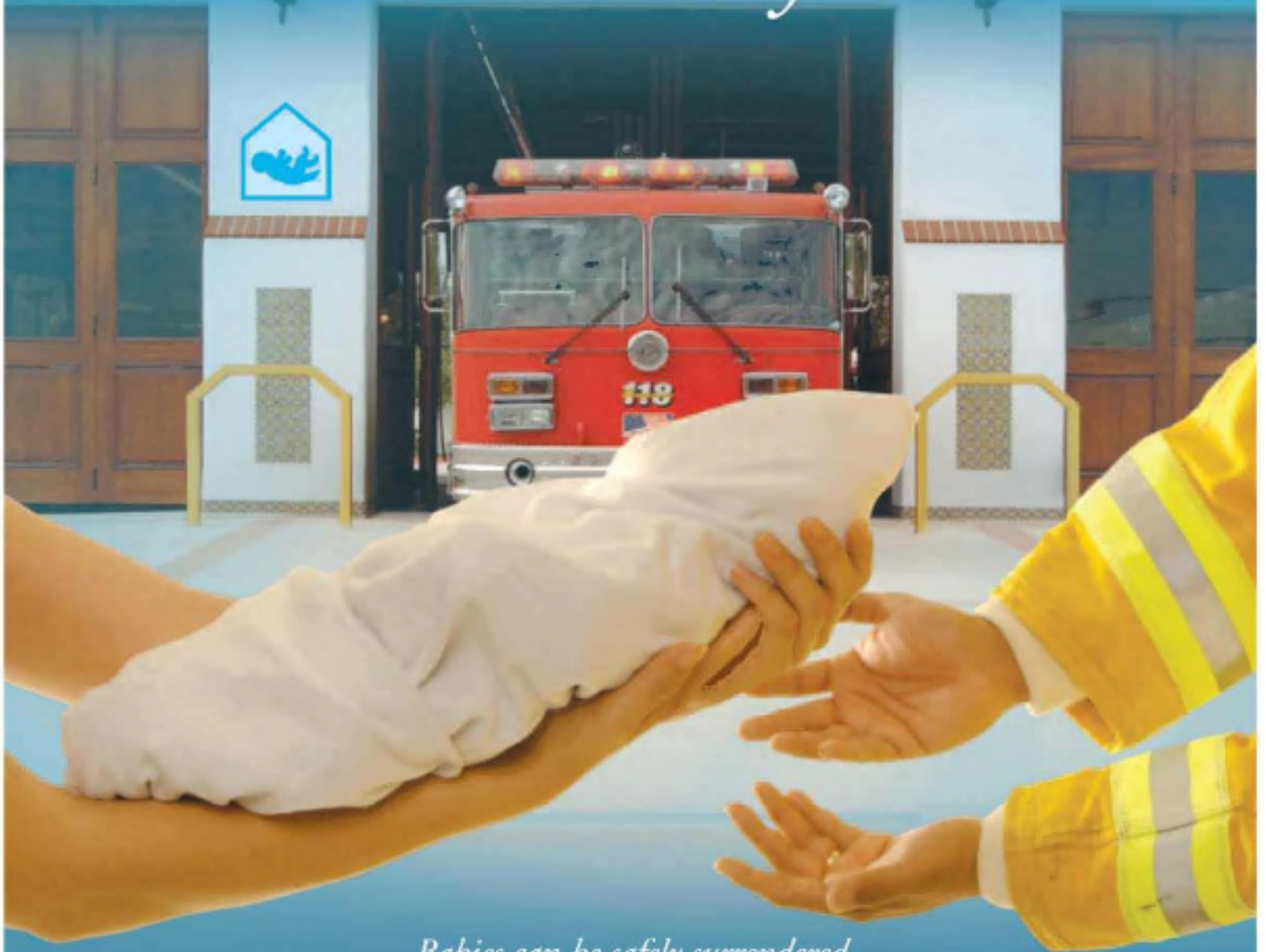
How Will My Employees Know if They Can Claim the EIC?

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?

Eligible employees claim the EIC on their 2023 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 they must file a tax return to do so. For example, if an employee has no tax withheld in 2023 and owes no tax but is eligible for a credit of \$800, they must file a 2023 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



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



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 Angeles. 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 brazaletes y el padre/madre o el adulto que lo entregó recibirá un brazaletes 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 Angeles 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 temprana del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes 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 P, inclusive, of this Contract (Exhibits A-P) and this PRS, Exhibits A-P shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-P, to clarify Performance Requirements, or to monitor any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
A. SCOPE OF WORK				
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. REPORTS/DOCUMENTATIONS				
1. Daily/Weekly/Monthly/Quarterly Reports	Submitted to Contract Manager daily/weekly/monthly report.	\$25 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	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 P, inclusive, of this Contract (Exhibits A-P) and this PRS, Exhibits A-P shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-P, 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
<p>C. EMPLOYEES</p> <p>1. Contractor's Employee Criminal Background Investigation</p>	<p>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.</p>	<p>\$100 per employee per day who is not certified as passing the background check.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>	
<p>2. Staffing</p>	<p>Staffing levels are equal or exceed contract requirements.</p>	<p>\$50 per occurrence.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>	
<p>3. Photo I.D. Badges</p>	<p>Photo I.D. badges worn by all employees on the job at all times.</p>	<p>\$50 per employee, per occurrence.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>	
<p>4. Uniform</p>	<p>Uniforms worn by all day time employees on the job.</p>	<p>\$50 per employee, per occurrence.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>	
<p>5. Training program</p>	<p>Document training of each</p>	<p>\$250 per untrained</p>	<p><input type="checkbox"/> Yes</p>	

*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 P, inclusive, of this Contract (Exhibits A-P) and this PRS, Exhibits A-P shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-P, 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
	employee.	employee.	<input type="checkbox"/> No <input type="checkbox"/> N/A	
6. 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	
D. SUPERVISOR/MANAGERS				
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.	\$50 per day; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
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	

*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 P, inclusive, of this Contract (Exhibits A-P) and this PRS, Exhibits A-P shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-P, to clarify Performance Requirements, or to monitor any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
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.	\$100 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. Supervisors speak, read, write, and understand English	On-site supervisor can communicate in English with County Contract Manager.	\$50 per day for use of non English-speaking supervisor; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
E. CONTRACT ADMINISTRATION				
1. Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis there-after.	\$100 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.	\$100 per day; possible suspension; possible termination for default of contract.	<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 P, inclusive, of this Contract (Exhibits A-P) and this PRS, Exhibits A-P shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-P, to clarify Performance Requirements, or to monitor any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
5. Assignment and Delegation	Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County.	\$200 per day the County is not informed of this change; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$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.

WELCOME ABOARD!

WHO CAN RIDE?

General Public may board the scheduled fixed-route service at the shuttle stops indicated on the service schedule.

Senior Citizens (60+) and persons with disabilities can schedule pickup/dropoff in Agua Dulce, Acton, and a 3-Mile radius from Santa Clarita Metrolink Station during the time indicated on the service schedule for curb-to-curb service.

Contact the service provider to schedule curb-to-curb service. Schedule your trip at least **24-hours in advance.** You may schedule your trip up to **one week in advance.** First time riders are required to show their ID to the driver to verify eligibility. If the driver cannot visually verify disability, then the driver may request a letter from a physician describing the disability.

Children under the age of 12 must be accompanied by an adult 18 years of age or older.

WHAT IS THE COST?

FARES: \$1 per trip

FREE: Seniors (60 years and older)
Persons with disabilities
Children under 5

PLEASE NOTE:

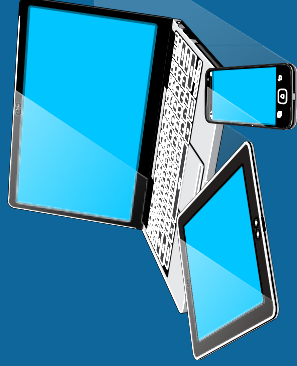
Only certified service animals for persons with disabilities are allowed on the vehicle.

No eating, drinking or smoking in the vehicle.

Wheelchair passengers, must be secured by a vehicle lap belt.

Always watch your step when you enter or exit the vehicle.

TRANSIT INFORMATION



MONDAY - SATURDAY
8 a.m. to 5 p.m.
(818) 504-7270

TRANSFER & FARE INFORMATION:

Santa Clarita Transit
(661) 294-1287

FOR GENERAL INFORMATION:

Los Angeles County
Public Works

LA GO Bus.com

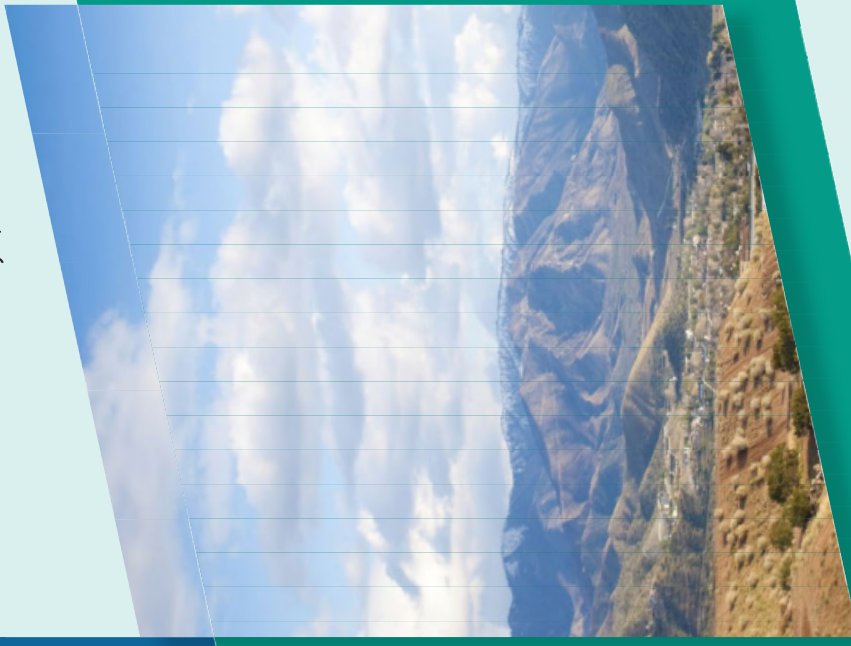
(626) 458-3909

SHUTTLE OPERATES
MONDAY, WEDNESDAY, SATURDAY

except New Year's Day, Memorial Day,
Independence Day, Labor Day,
Thanksgiving Day, and Christmas Day

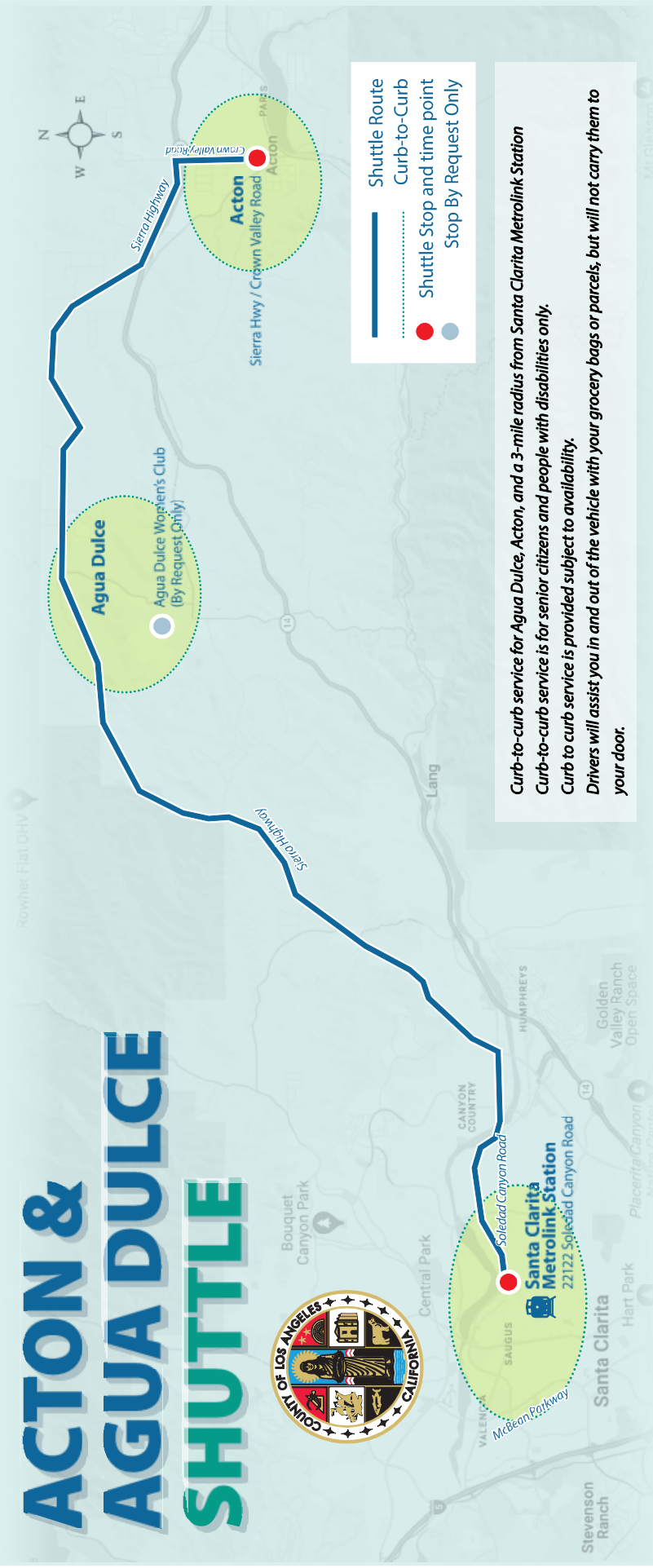
ACTON & AGUA DULCE SHUTTLE

Effective February 5, 2024



This service is financed through funds
Provided by the County of Los Angeles

ACTON & AGUA DULCE SHUTTLE



Curb-to-curb service for Agua Dulce, Acton, and a 3-mile radius from Santa Clarita Metrolink Station
Curb-to-curb service is for senior citizens and people with disabilities only.
Curb to curb service is provided subject to availability.
Drivers will assist you in and out of the vehicle with your grocery bags or parcels, but will not carry them to your door.

MONDAY, WEDNESDAY, SATURDAY SERVICE

SHUTTLE STOP	LOCATION	MORNING	AFTERNOON
Santa Clarita Metrolink Station	22122 Soledad Canyon Road	8:00 AM	1:00 PM
Curb-to-Curb	Santa Clarita, Agua Dulce, Acton	8:15 AM–8:30 AM	1:00–3:30 PM
Agua Dulce Women's Club	33201 Agua Dulce Canyon Road	By Request Only	By Request Only
Acton	Sierra Hwy/Crown Valley Road	8:45 AM	3:45 PM
Agua Dulce Women's Club	33201 Agua Dulce Canyon Road	By Request Only	By Request Only
Curb-to-Curb	Acton, Agua Dulce, Santa Clarita	8:45 AM–11:45 AM	4:00–4:15 PM
Santa Clarita Metrolink Station	22122 Soledad Canyon Road	11:45 AM	4:30 PM

Transit Information: (818) 504-7270
 Monday–Saturday | 8 a.m. to 5 p.m.



COUNTY-PROVIDED SERVICE VEHICLE SPECIFICATIONS

Vehicle Information

There is no County-Provided Vehicle currently assigned to the Acton & Agua Dulce Shuttle Service at this time.

CONTRACTOR-PROVIDED SERVICE VEHICLE REQUIREMENTS

Minimum Vehicle Requirements

- 25-foot Cutaway – Type 3 Vehicle
- 16 seated passenger vehicle with standard seating (12 seated passengers with 2 wheelchair positions in use) or 14 seated passenger vehicle with perimeter seating (12 seated passengers with 2 wheelchair positions in use).
- Folding seats are provided in the wheelchair area which cannot be used while wheelchairs are on board.
- Vehicle shall never be greater than five (5) years old throughout the life of the Contract including any option year periods with no more than 150,000 miles.
- Fuel type: Alternative fuel is preferred. Gasoline fuel is acceptable. No diesel fuel (including bio-diesel) is acceptable.
- Minimum 14,000 LB GVWR
- Vertical stanchions
- 86,000 BTU passenger area air-conditioning system
- 24,500 BTU passenger area heating system
- 35,000 BTU passenger area heater
- Passenger pull cord
- "Stop Requested" sign
- Public address system with gooseneck microphone
- Backup alarm
- Ricon model model S-2005 (or equivalent) fully automatic wheelchair lift that includes a manual backup, handrails, California brake interlock and lift pad kit
- ADA-compliant securement system for two (2) wheelchair passengers
- 10 lbs. ABC Fire Extinguisher, first-aid kit and reflector kit
- Inside and outside signage
- Fare Box

EXHIBIT J

VEHICLE APPEARANCE/CLEANLINESS CHECKLIST

Date/Time _____ Vehicle No. _____

Checked By _____

EXTERIOR	VERY GOOD	ACCEPTABLE	UNACCEPTABLE
Windshield	_____	_____	_____
Windows	_____	_____	_____
Body—Front and Sides	_____	_____	_____
Body—Rear	_____	_____	_____
Fuel Filter Area	_____	_____	_____
Wheels	_____	_____	_____
Rubber/Vinyl Parts	_____	_____	_____
Destination Sign Area	_____	_____	_____
INTERIOR			
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	_____	_____	_____
Overall Rating	_____	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/RAMP OPERATION AND SECUREMENTS

RECORD ODOMETER READING

- CHECK IF PMI SERVICE 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 _____	_____	
4 _____	_____	DATE REPAIRS COMPLETED: _____



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.

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

Police Report Yes No Photographs Attached Yes No

Police Agency Reporting _____ Station _____

DRAW A DIAGRAM AND SHOW HOW INCIDENT OCCURRED



Show 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 No

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

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

ITEMS

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

- 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

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.

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.

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- 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

- 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.

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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

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- 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.

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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

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).

TERMINAL MANAGER'S COMPLIANCE CHECKLIST

CHP 800D (Rev. 7-13) OPI 062



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

ABBREVIATIONS USED ARE AS FOLLOWS:

13 CCR: Title 13, California Code of Regulations
49 CFR: Title 49, Code of Federal Regulations
BIT: Biennial Inspection of Terminals
CHP: California Highway Patrol
CMV: Commercial Motor Vehicle

CVC: California Vehicle Code
DMV: Department of Motor Vehicles
EPN: Employer Pull Notice
PUC: Public Utilities Commission
USDOT: U. S. Department of Transportation

NOTE: Compliance with federal regulations governing testing of drivers for use of controlled substances and abuse of alcohol is also required, but is evaluated separately from all other matters. See Section 34520 CVC and 49 CFR Part 382, for information regarding this issue. The CHP also publishes a checklist similar to this one titled CHP 800F, Controlled Substances and Alcohol Testing Compliance Checklist.

RECORDS - NEW DRIVERS

1. Do you obtain a DMV report showing a prospective driver's current driving record prior to allowing them to drive a vehicle listed in Section 34500 CVC? *Section 1808.1(a) CVC*
2. Before you use a driver, is their DMV driving record reviewed? *Section 1808.1(a) CVC*
3. Is a copy of a driver's current DMV driving record signed, dated, and retained until receipt of their EPN record? *Section 1808.1(a) CVC*

DRIVER RECORDS - EPN

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

DRIVERS' HOURS OF SERVICE RECORDS

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

DRIVER PROFICIENCY AND RECORDS

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

MAINTENANCE PROGRAM AND RECORDS

14. Are your vehicles maintained in good mechanical condition? *13 CCR Section 1230*
15. Do you require all drivers to submit documented daily vehicle inspection reports (DVIR)? *13 CCR Section 1234(e)*
16. Do you require a "negative DVIR report" when no defects are found by the driver? *13 CCR Section 1234(e)*
17. Are DVIRs examined and defects corrected before the vehicle is operated on the highway? *13 CCR Section 1234(e)*
18. Do you retain DVIRs for at least three months? *13 CCR Sections 1202.2 and 1234(e), 49 CFR Section 396.11(c)(2)*
19. Are all vehicles regularly and systematically inspected, maintained, and lubricated? *13 CCR Section 1232(e)*
20. Do you have a means of indicating the types of inspection, maintenance, and lubrication operations to be performed on each of your vehicles, and does that means include the date or mileage when these operations are due? *13 CCR Section 1232(a)*

INSPECTION, MAINTENANCE, LUBRICATION, AND REPAIR RECORDS

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

CARRIER-PERFORMED INSPECTIONS

(Questions 25 through 29 apply only to motor carriers operating the following vehicles.)

- *Motortrucks of three or more axles which are more than 10,000 pounds gross vehicle weight rating (GVWR).*
 - *Truck tractors.*
 - *Trailers and semitrailers, pole or pipe dollies, auxiliary dollies, and logging dollies used in combination with vehicles listed above. Camp trailers (Section 242 CVC), trailer coaches (Section 635 CVC), and utility trailers (Section 667 CVC), as defined, are not included.*
 - *Any motortruck with GVWR rating of more than 10,000 pounds (excluding a pickup truck as defined in Section 471 CVC), while towing any trailer or semitrailer that results in a combination length over 40 feet (excluding trailer coaches, camp trailers, and utility trailers, as those terms are defined in the CVC).*
 - *Any truck, or any combination of a truck and any other vehicle, transporting hazardous materials/wastes in an amount that requires the display of placards, a hazardous materials transportation license, or a hazardous waste transporter registration.*
25. Do you perform a safety inspection at least every 90 days on each truck, tractor, trailer, and dolly? *Section 34505.5(a) CVC*
 26. Do your 90-day safety inspections include at least the following: *Section 34505.5(a) CVC*
 - (a) Brake adjustment?
 - (b) Brake system components and leaks?
 - (c) Steering and suspension systems?
 - (d) Tires and wheels?
 - (e) Vehicle connecting devices (fifth wheels, kingpins, pintle hooks, drawbars, chains, etc.)?
 27. Are defects which are noted during 90-day inspections corrected prior to operating the vehicle on the highway? *Section 34505.5(b) CVC*
 28. Do 90-day inspection records include: *Section 34505.5(c) CVC*
 - (a) Identification of the vehicle including, make, model, license number, company vehicle number or other means of positive identification?
 - (b) Date and nature of each inspection and repair performed?
 - (c) The signature of your authorized representative attesting to the inspection and to the completion of all required repairs?
 29. Are these inspection records retained for at least two years? *Section 34505.5(c) CVC*

(Questions 30 through 34 apply to Tour Bus operators only [Section 612 CVC])

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

VEHICLE IDENTIFICATION

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

HAZARDOUS MATERIALS HANDLING PROCEDURES

38. If you transport hazardous materials or hazardous waste, do you ensure that you only transport shipments that are in compliance with regulations contained in 49 CFR Parts 100 to 178, covering the following requirements?
- (a) Packaging, selection, and proper use of specification containers. *13 CCR Section 1163, 49 CFR Section 173.24*
 - (b) Marking and placement of required markings on packages and containers. *13 CCR Section 1161.3, 49 CFR Section 172.300*
 - (c) Proper labeling of packaging and containers. *13 CCR Section 1161.2, 49 CFR Section 172.400*
 - (d) Proper placarding of vehicles or containers. *13 CCR Section 1162, 49 CFR Section 172.500*
 - (e) Shipping papers including, proper entries, sequence of entries; legibility of shipper's certification when required; shipping paper retention as required; availability in transport vehicles? *13 CCR Section 1161, 49 CFR Section 172.200*
 - (f) Loading compatibility, load securement, protection from weather? *13 CCR Section 1164, 49 CFR Part 177*
 - (g) Spill reports submitted as required; copies retained at terminal? *13 CCR Section 1166, 49 CFR Part 171*

SATISFACTORY RATED TERMINALS

A terminal rated **satisfactory** is one that is in compliance with applicable laws and regulations. Minor deficiencies or defects may exist as long as highway safety is not jeopardized. Criteria for assignment of a Satisfactory rating include:

- A. Vehicle/equipment condition reflects effective preventive maintenance practices.
- B. Vehicle records reflect compliance with applicable mandated inspection intervals; clearly identify inspection, service, and lubrication intervals; document services and repairs performed; and reflect the actual condition of the vehicles.
- C. Drivers' daily vehicle inspections are performed and documented. Defects noted are corrected promptly.
- D. Vehicles are not operated with out-of-service conditions or defects of a long standing nature.
- E. Drivers' timekeeping records are in use and are current. Retention intervals are complied with.
- F. Drivers' timekeeping records reflect compliance with hours-of-service requirements.
- G. Records reflect compliance with DMV EPN requirements.
- H. Required driver proficiency records are on file.
- I. The terminal/shipper is in compliance with hazardous material waste requirements.

UNSATISFACTORY RATED TERMINALS

A terminal rated **unsatisfactory** is one showing a lack of compliance which could jeopardize the safety of passengers and/or the motoring public. An Unsatisfactory rated terminal is one in which articulable proof is obtained showing widespread noncompliance with or willful disregard of, statutory or regulatory requirements. An Unsatisfactory rating shall be assigned for any of the following conditions:

- A. Vehicle or equipment violations of a deliberate or long-standing nature.
- B. More than 20 percent of vehicles in the inspection sample are placed out of service.
- C. Drivers' hours-of-service violations.
- D. Falsified drivers' hours-of-service records violations.
- E. Failure to maintain and/or retain drivers' timekeeping records when that failure precludes a reasonable determination that the carrier is in compliance with drivers' hours-of-service requirements.
- F. Failure to participate in the DMV EPN Program, failure to enroll all drivers, failure to obtain periodic (up-to-date) printouts for all drivers, or utilizing disqualified drivers.
- G. Failure to provide the Department a reasonable opportunity to conduct an inspection pursuant to 13 CCR Section 1202(a).
- H. Lack of compliance with any HM requirement, which jeopardizes public or environmental safety, or hinders prompt action by emergency response personnel.
- I. Willful disregard of statutory or regulatory requirements.
- J. Violations generally spread over the inspected vehicles and/or maintenance records which, by their nature, should have been detected, documented, and corrected under an acceptable inspection/maintenance program.
- K. Violations generally spread over the inspected drivers' records which, by their nature, should have been prevented, and/or detected and corrected under an acceptable drivers and records management program.

CONDITIONAL RATED TERMINALS

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

ABOUT THIS CHECKLIST

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

CHP MOTOR CARRIER SAFETY UNITS

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

Northern Division

2485 Sonoma Street
Redding CA 96001-3026
(530) 225-2098
(530) 246-1264 (Fax)

Valley Division

2555 First Avenue
Sacramento, CA 95818-2696
(916) 731-6350
(916) 227-0111 (Fax)

Golden Gate Division

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

Central Division

4771 West Jacquelyn Avenue
Fresno, CA 93722-6438
(559) 445-6992
(559) 276-9449 (Fax)

Southern Division

437 North Vermont Avenue
Los Angeles, CA 90004-3512
(323) 644-9557
(323) 953-4827 (Fax)

Border Division

9330 Farnham Street
San Diego, CA 92123-1216
(858) 650-3655
(858) 637-7159 (Fax)

Coastal Division

4115 Broad Street, Suite B-10
San Luis Obispo, CA 93401-7992
(805) 549-3261
(805) 541-2871 (Fax)

Inland Division

847 East Brier Drive
San Bernardino, CA 92408-2837
(909) 806-2414
(909) 885-0981 (Fax)

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

EXHIBIT O

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.

EXHIBIT O

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.

EXHIBIT O

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

EXHIBIT O

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.

FAX to: (626) 979-5313

I. <u>RANDOM TESTING</u>	<u>DRIVERS</u>	<u>MECH.</u>	<u>OTHER</u>	<u>TOTAL</u>
a. Number of drivers and mechanics assigned 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	_____			
II. <u>PRE-EMPLOYMENT TESTING</u>				
a. Number of potential employees tested	_____	_____	_____	_____.
b. Number of positive tests results	_____	_____	_____	_____.
c. Action taken on positive tests				
III. <u>INCIDENT-RELATED TESTING</u>				
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

(To be provided by the Contractor)

Acton and Agua Dulce Shuttle Service (BRC0000437)



Acton & Agua Dulce Route



Transit Systems Unlimited, Inc.
8976 Laurel Canyon Blvd.
Sun Valley, CA 91352
818-504-7270

July 24, 2023

Acton and Agua Dulce Shuttle Service (BRC0000437)

Formal Proposal

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Transit Systems Unlimited, Inc.

8976 Laurel Canyon Blvd.

Sun Valley 91352

Phone 818-504-7270

Fax 818-504-6403

Letter of Transmittal

July 24, 2023

It is Transit Systems understanding that we must demonstrate the capacity, experience, and know-how to perform services for this contract. We understand that for this contract, we will provide all vehicles, including, buses, vehicle maintenance, and emergency response vehicles. We also understand that it is our sole responsibility to maintain and upkeep the vehicles so they are ready for service at any time.

It is understood that the service will continue to operate between the hours of 8 a.m and 4:30 p.m. Monday to Saturday. The shuttle will run between the designated locations at the times and stops, with curb service depending on availability, that have been described in Exhibit G. We understand that we need to have at least one other alternatively fueled shuttle bus or transit bus.

Transit Systems understands that the vehicles used for the contract will be in excellent condition and will be serviced and maintained each day. This includes, but not limited to, cleaning exterior and interior, and making sure the bus is mechanically suitable for daily operation. If that vehicle were not to be ready, we understand that we will provide a backup vehicle from our fleet.

We understand there needs to be a 24hour contact line, which we already have in place. It is operated by Mr. Maurice Vanegas and Ms. Stephanie Dionisio. We also understand all the demands, requests, and expectations in the RFP must and will be fulfilled by Transit Systems. We also understand that the route has one six-month term and five potential additional one-year renewal options and we shall bill monthly for services provided.

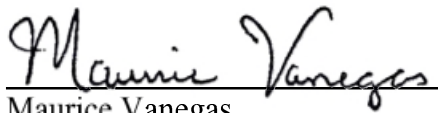
We shall operate the service subject to the provisions and requirements of the Contractor's Scope of Work (Exhibit A). The contractor shall do all things, including, but not limited to, providing executive and administrative management; employing and supervising of all personnel, which includes supervisors, vehicle operators, dispatchers, mechanics, and other maintenance personnel; operations training and safety programs; maintaining and repairing service vehicles and equipment; assisting in public relations and promotions; preparing

reports and analysis of finances and other matters; clerical, statistical, and bookkeeping services; and providing all service vehicle operators, facilities, equipment, parts, and supplies required in the operation of service.

The people authorized to make representations for Transit Systems Unlimited, Inc. are Maurice Vanegas, Lana Durets, Stephanie Dionisio, Jose Cruz, and Desiree Sotelo.

Title	Name	Address	Phone Number
President	Maurice Vanegas mvanegas@transitsystems.biz	8976 Laurel Canyon Blvd., Sun Valley, CA 91352	818-504-7270
Office Manager/Accounts P/R	Lana Durets ldurets@transitsystems.biz	8976 Laurel Canyon Blvd., Sun Valley, CA 91352	818-504-7270
Operations Manager	Stephanie Dionisio sdionisio@transitsystems.biz	8976 Laurel Canyon Blvd., Sun Valley, CA 91352	818-504-7270
Fleet Manager	Jose Cruz jcruz@transitsystems.biz	8976 Laurel Canyon Blvd., Sun Valley, CA 91352	818-504-7270
Field Supervisor	Desiree Sotelo dsotelo@transitsystems.biz	8976 Laurel Canyon Blvd., Sun Valley, CA 91352	818-504-7270

Sincerely,



Maurice Vanegas
President of Transit Systems

Supporting Documents

Home

Search

Forms

Help

Business Search

The California Business Search provides access to available information for **corporations, limited liability companies and limited partnerships** of record with the California Secretary of State, with **free PDF copies** of over 17 million imaged business entity documents, including the most recent imaged Statements of Information filed for Corporations and Limited Liability Companies.

Currently, information for Limited Liability Partnerships (e.g. law firms, architecture firms, engineering firms, public accountancy firms, and land survey firms), General Partnerships, and other entity types are **not contained** in the California Business Search. If you wish to obtain information about LLPs and GPs, submit a Business Entities Order paper form to request copies of filings for these entity types. Note: This search is not intended to serve as a name reservation search. To reserve an entity name, select Forms on the left panel and select Entity Name Reservation ? Corporation, LLC, LP.

Basic Search

A Basic search can be performed using an entity name or entity number. When conducting a search by an entity number, where applicable, **remove "C"** from the entity number. Note, **a basic search** will search **only ACTIVE entities** (Corporations, Limited Liability Companies, Limited Partnerships, Cooperatives, Name Reservations, Foreign Name Reservations, Unincorporated Common Interest Developments, and Out of State Associations). The basic search performs a contains ?keyword? search. The Advanced search allows for a ?starts with? filter. To search entities that have a status other than active or to refine search criteria, use the **Advanced** search feature.

Advanced Search

An Advanced search is required when searching for publicly traded disclosure information or a status other than active.

An Advanced search allows for searching by specific entity types (e.g., Nonprofit Mutual Benefit Corporation) or by entity groups (e.g., All Corporations) as well as searching by ?begins with? specific search criteria.

Disclaimer: Search results are limited to the 500 entities closest matching the entered search criteria. If your desired search result is not found within the 500 entities provided, please refine the search criteria using the Advanced search function for additional results/entities. The California Business Search is updated as documents are approved. The data provided is not a complete or certified record.

TRANSIT SYSTEMS UNLTD., INC.
(1496192)



Request Certificate

Initial Filing Date	04/24/1991
Status	Active
Standing - SOS	Good
Standing - FTB	Good
Standing - Agent	Good
Standing - VCFCF	Good
Formed In	CALIFORNIA
Entity Type	Stock Corporation - CA - General
Principal Address	8976 LAUREL CANYON BLVD SUN VALLEY, CA 91352
Mailing Address	8976 LAUREL CANYON BLVD SUN VALLEY, CA 91352
Statement of Info Due Date	04/30/2024
Agent	Individual MAURICE VANEGAS 8976 LAUREL CANYON BLVD SUN VALLEY, CA 91352



View History



Request Access



BA20231132896

B1961-8278 07/18/2023 4:41 PM Received by California Secretary of State



STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CORPORATION

California Secretary of State
 1500 11th Street
 Sacramento, California 95814
 (916) 653-3516

For Office Use Only

-FILED-

File No.: BA20231132896

Date Filed: 7/18/2023

Entity Details			
Corporation Name	TRANSIT SYSTEMS UNLTD., INC.		
Entity No.	1496192		
Formed In	CALIFORNIA		
Street Address of Principal Office of Corporation			
Principal Address	8976 LAUREL CANYON BLVD SUN VALLEY, CA 91352		
Mailing Address of Corporation			
Mailing Address	8976 LAUREL CANYON BLVD SUN VALLEY, CA 91352		
Attention			
Street Address of California Office of Corporation			
Street Address of California Office	None		
Officers			
Officer Name	Officer Address	Position(s)	
MAURICE VANEGAS	8976 LAUREL CANYON BLVD SUN VALLEY, CA 91352	Chief Executive Officer, Chief Financial Officer, Secretary	
Additional Officers			
Officer Name	Officer Address	Position	Stated Position
None Entered			
Directors			
Director Name	Director Address		
Maurice Vanegas	8976 LAUREL CANYON BLVD SUN VALLEY, CA 91352		
The number of vacancies on Board of Directors is: 0			
Agent for Service of Process			
Agent Name	MAURICE VANEGAS		
Agent Address	8976 LAUREL CANYON BLVD SUN VALLEY, CA 91352		
Type of Business			
Type of Business	CHARTER BUS SERVICES		
Email Notifications			
Opt-in Email Notifications	No, I do NOT want to receive entity notifications via email. I prefer notifications by USPS mail.		
Labor Judgment			
No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.			

Electronic Signature

By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.

Maurice Vanegas

07/18/2023

Signature

Date

Experience

Transit Systems Unlimited, Inc.

8976 Laurel Canyon Blvd.

Sun Valley 91352

Phone 818-504-7270

Fax 818-504-6403

Experience

I, Maurice Vanegas, am the proposer for Transit Systems Unlimited, Inc., and will be the Project Manager and Maintenance manager for the Acton and Agua Dulce Shuttle (BRC0000437) if awarded. I have been the President of Transit Systems since 1991. My backgrounds with transportation dates back to 1986 when I was the Assistant Park and Ride Manager at the Hollywood Bowl. I was responsible for overseeing the scheduling of over one hundred buses on a daily basis. From that experience, Transit Systems originated in 1991 and has been involved in the bus business until the present day.

I also have maintenance experience from an engineering degree I obtained from UCLA in 1993. I also have gained more experience from my Truck and Bus Repair Company that I operate; American Fleet Services. I have operated this since 1993 shortly after I opened my bus company. I have been the key figure in dealing with the California Highway Patrol annual terminal inspections. I am currently ASE certified and will further my education and plan to be compliant with the terms of the contract.

The best part of experience that Transit Systems has is that we are the current contract holders for the County of Los Angeles Public Works Acton and Agua Dulce Shuttle. Our drivers are knowledgeable and courteous towards the patrons that continuously use the service.

Our company is a private bus company that services include shuttles, after school bus trips, employee shuttles and other charter trips. We have worked with many schools for charter trips and also worked with the LADOT, LADPW and Parks and Recreations on such things as the Beach Bus, Charter Bus Program, Hollywood Bowl, and Griffith Park Observatory.

For example, one contract we have that gives us a lot of experience is the Hollywood Bowl; which we have done for the past 20 plus years. For this contract, we operate 30 buses or more all at one time for an eight-hour minimum. At the Hollywood Bowl, on an average night, we may transport as many as 3,000 people.

In the past, we have had a 99 percent on-time performance. This comes from experience. The experience knowing that we need to give the drivers incentives to show up to work

and show up on time. We also know from experience that we have to give the proper traveling time because we do not use traffic as an excuse for being late.

At Transit Systems, we have over 15 CNG, 2 Door, 40-foot Transit Buses, as well as 12 40-45-foot Diesel Coach Buses and over 10 CNG 25-foot Mini Buses in which at least half of them are ADA compliant. Having this equipment meets and exceeds the requirements outlined in Part I, Section 1.B, Minimum Mandatory Requirements.

Staffing Plan

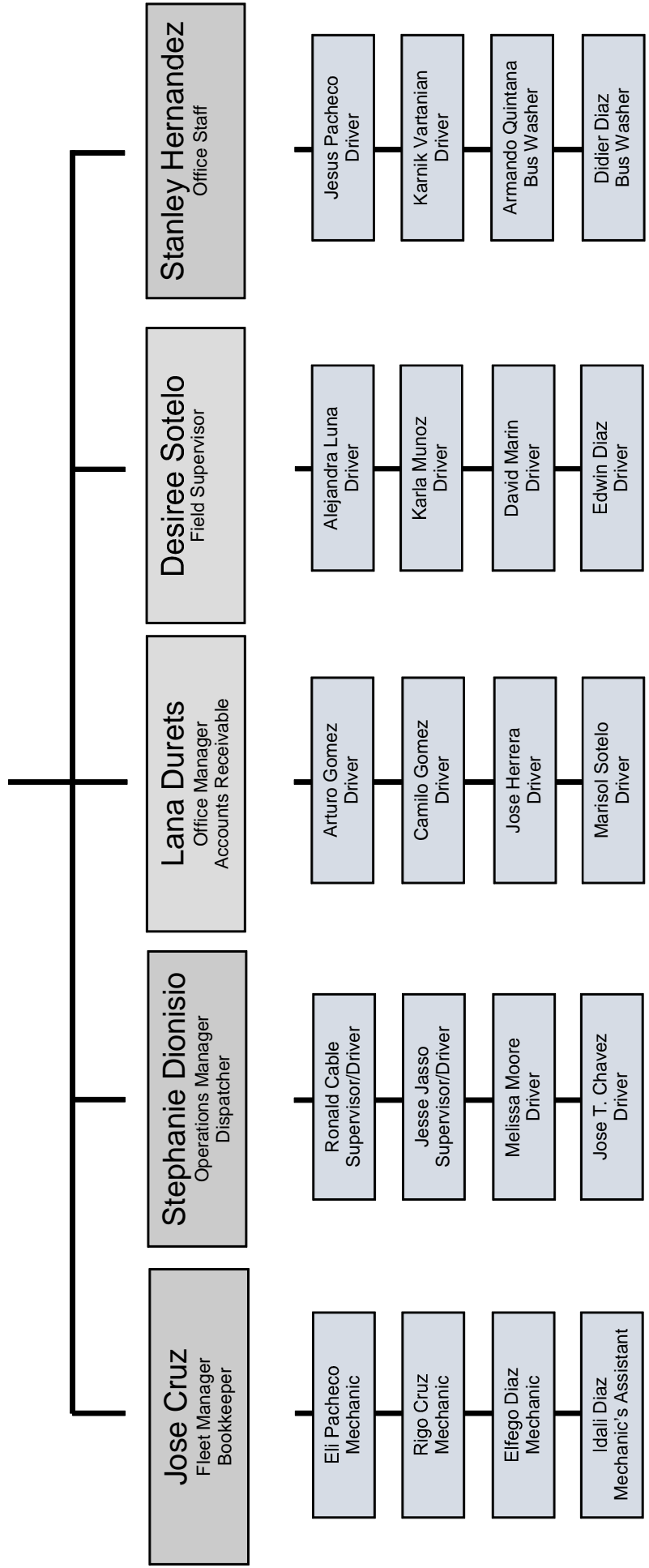
Most of our employees have been at Transit Systems for some time now. Some of our drivers are still the original drivers from when the company first opened. They have been here 20 plus years for Transit Systems and we have been here for most of them. Most of our management staff and supervisors have been here for a long period of time as well.

These are the key employees for this contract, plus many more that aren't mentioned will make this contract possible. Each person has gained quality experience by working for Transit Systems and participating in the Beach Bus, Hollywood Bowl, LACDPW and LADOT Charter Bus Program contracts as a driver, supervisor, or dispatcher.

- ✦ **Maurice Vanegas:** President, Operations Manager, Maintenance Manager, Hiring, Dispatch, and 24hr Contact (32 years)
- ✦ **Ely Pacheco:** Head Mechanic (21 years)
- ✦ **Jose Cruz:** Fleet Manager and On Site Supervisor (18 years)
- ✦ **Stephanie Dionisio:** Operations Manager, Field Supervisor, 24hr Contract (17 years)
- ✦ **Lana Durets:** Office Manager, Field Supervisor, 24hr Contact (16 years)
- ✦ **Desiree Sotelo:** Field Supervisor (5 years)

TRANSIT SYSTEMS UNLIMITED, INC.

Maurice Vanegas
Project Manager
Maintenance Manager



Maurice Vanegas



OBJECTIVE: To live everyday with energy and use this energy to make those around me better.

EDUCATION: Bachelor of Science, Civil Engineering, Winter 1992
University of California, Los Angeles

COURSE WORK: Hazardous Waste and Management
Air Pollution Control
Soils & Foundations
Tall Building Design
Steel Design
Structural Analysis
Soil Mechanics
Hydrology
Water Resources
Structural Mechanics
Concrete Design

EXPERIENCE: January 1991 to Present Transit Systems Unlimited, Inc. – President
*To acquire contracts
*To supervise employees
*To acquire funding for investments/improvements
*To provide better service than the competition

January 1993 to Present American Fleet Services – Owner
*To give estimates on repair work
*To acquire new customers
*To provide better service than the competition

September 1999 to Present Socecorev LLC – Managing Member
*To make real estate investments
*To reinvest proceeds

January 2004 to Present West Chimes Place LLC – Managing Member
*To manage cash flow
*To manage rental units and advertise
*To analyze Baton Rouge area and make further investments

ACTIVITIES: Running – Marathon Finisher 1995 to 2004
Basketball – City Adult Leagues

SKILLS: Bilingual, Word, Excel, Front Page, QuickBooks Pro, Acrobat, Making Biodiesel

HONORS: San Fernando Valley Business Journal under 40 2002 and 2004
San Fernando Valley Business Journal under 25 Business Leaders 2000
Pacific Telesis Award 1987-1990
Dean’s List Fall 1987

JOSE A. CRUZ

Detail-oriented Manager with a proven history of increasing productivity with employee morale-boosting initiatives. Service oriented, deadline driven and an exemplary record of securing recurring client contracts.

Experience

2020 to PRESENT

Fleet Manager

AMERICAN FLEET SERVICES – SUN VALLEY, CA

- Conducted daily maintenance schedules and kept the program running.
- Assigned workload to mechanics and made sure workload was sufficient for mechanics.
- Performed daily, weekly and monthly inspections to include CHP certifications.
- Maintained parts stock inventory and supplies. Maintained records and schedules of vehicles.
- Communicated with local vendors for service and parts.

2018 – PRESENT

Property Manager

SOCECOREV, LLC – SUN VALLEY, CA

- Managed day to day operations of 30,000 square foot commercial property in Colton, CA
- Managed lease files, corresponding building documentation and contracts.
- Handled tenants' questions, complaints, and concerns to take the necessary steps to resolve the situations.
- Made sure all work orders were completed within a 48 hour time frame.

2008 to PRESENT

Bookkeeper

TRANSIT SYSTEMS UNLIMITED, INC. – SUN VALLEY, CA

- Perform all financial activities to include P&L statements and management reports.
- Complete bank reconciliations; create invoices and collect on overdue accounts.
- Research and resolve billing and collection disputes.

Skills

- QuickBooks
- Microsoft Office
- Staff Management
- City and County Regulations

Stephanie J. Dionisio



OBJECTIVE

To work in the growing organization where the perfect blend of my experience and enhanced skills can help in maintaining the profit of the company. I have strong communication and interpersonal skills which help in the progress of the organization.

- Managing day to day tasks and completing the paperwork.
- Performing office duties related to maintaining records, files, orders etc.
- Assisting staff and customers.
- Answering the calls and responding to grievances.

WORK EXPERIENCE

Office Manager

11/2006 – Present, Transit Systems Unlimited, Inc., Sun Valley, CA

Received “exemplary” and “exceeds expectations” ratings on all performance reviews
Cited for excellence in interpersonal communications, teamwork, customer service, flexibility and reliability

Demonstrated the ability to interact with customers from diverse cultures and backgrounds

Transformed “difficult” customers into loyal, repeat guests by leveraging strengths in premium service delivery and ability to find win-win resolutions

Commended for multitasking abilities

Cashier

6/1999 - 9/2006, L.A. Philharmonic, Los Angeles, CA

- Accurately managed cash for the events at the Hollywood Bowl.
- Handled customer inquiries and solved problems.
- Dealt with a diverse customer population.
- Enthusiastic and cooperative

SKILLS

MS Word

MS Excel

MS Outlook

ADDITIONAL INFORMATION

Available for all shifts, extended hours and weekend assignments.

Lana Durets



OBJECTIVE

Office Manager/Business Administration Position with or without Supervision

EXPERIENCE

2009 – PRESENT: Notary Public, Comm #1864886

2007 – PRESENT: Transit Systems Unlimited, Inc.
Office Manager/Sales Representative

1. Receiving and processing requests for transportation needs
2. Maintaining daily updates on requests
3. Submitting individual and summary invoices for payments

2004 – 2007: Robinson’s May/Macy’s – Topanga Mall
Customer Service/Merchandising Specialist Men’s Department

1. Customer Service on the phone and on the floor
2. Merchandising
3. Signing and Pricing

2003 – 2004: Ralph’s – Devonshire
Service Deli Associate/Cashier

1. Daily food preparation and keeping food maintenance log
2. Display set-up
3. Handling payment transactions

2001 – 2003: Russian House Restaurant – Granada Hills
Assistant Manager/Server’s Supervisor

1. Suggesting, accepting and verify party orders for 20 – 175 people
2. Maintaining employee’s schedule
3. Greeting and approach on part days/customer’s payments

SKILLS

Strong customer relation skills, face-to-face, phone
Trained to resolve customers’ complains with positive attitude
Ability to maintain high number of reservations in order
Computer skills: Windows, QuickBooks, Microsoft Office (Excel, Word, PowerPoint, Adobe PDF)

EDUCATION

2009	Notary Public School	Notary Public, CA Comm #1864886
2005-Present	LA Pierce/Valley Colleges	184 units
1998-2000	Radio-Tech University, Minsk	2 years Radio Tech Classes
1996-1998	College #26, Odessa, Ukraine	College Diploma
1984-1996	Ratomska HS, Minsk, Belarus	HS Diploma

Desiree G. Sotelo

OBJECTIVE

To obtain an entry level position in the Transportation Dispatcher/Bus Operator field utilizing my current knowledge and skills while at the same time advancing my experience and allowing me the opportunity to learn new skills.

EXPERIENCE

MARCH 2022- PRESENT

OPERATIONS ASSISTANT, TRANSIT SYSTEMS UNLIMITED, INC.

Assisting Operations Manager with scheduling and dispatching drivers and making sure all administrative tasks are completed to keep the department running smoothly. Organizing files and distributing mail as required. Help coordinate workplace events, prepare contracts and reports and complete paperwork on behalf of upper management.

JUNE 2021 – MARCH 2022

MORTUARY ATTENDANT/TRANSPORTER, LOS ANGELES COUNTY MORGUE/MAXIM HEALTHCARE AGENCY

Pick up bodies of deceased patients from County hospital, nursing home, convalescent facility or residence and process them for storage at the Los Angeles County Morgue. Prepare documentation to release bodies to the Medical Examiner Coroner's Department or to various mortuaries. Keep transportation vehicles clean and sanitary.

OCTOBER 2017 – PRESENT

PASSENGER BUS DRIVER, TRANSIT SYSTEMS UNLIMITED, INC.

Perform routine inspection of the vehicle prior to scheduled trip to ensure it's in good driving conditions for the drive. Upon arrival at the pick up location, details of the trip are discussed with the person in charge of the trip. Greet passengers and allow them to select a seat. Provide safety instructions and guidelines for the use of facilities while driving. Drive to the requested destination and allow the group enough time to enjoy their destination. Set pick up time and return the group to their point of origin of departure safely.

MARCH 2017 – OCTOBER 2017

MORTUARY TRANSPORTER/FUNERAL ATTENDANT, ALL CARING CREMATION INC.

Provide transportation services from either hospital morgue, nursing homes, convalescent facilities or residences to mortuary for decedent's final arrangements as requested by the family or next of kin. Assist with funeral services and transport decedent to the cemetery for burial.

OCTOBER 2015 – MARCH 2017

DELIVERY DRIVER, FED-EX HOME DELIVERY

Load and unload vehicles. Review orders prior to delivery. Ensure timely and safe delivery of packages. Efficient operation of route for prompt pick up and delivery of packages as intended.

MAY 2012 – OCTOBER 2015

THEATER ATTENDANT/USHER, HOLLYWOOD BOWL

Greet and escort patrons to their seats in outdoor concert venue. Responsible for enforcing policies or guidelines regarding guest behavior. Address any security or safety issue in a prompt and secure manner.

EDUCATION

06/2011 **HIGH SCHOOL EDUCATION**, SAN FERNANDO HIGH SCHOOL

CERTIFICATIONS

10/2018 **SCHOOL BUS/SPAB CERTIFICATION**, CALIFORNIA HIGHWAY PATROL

10/2018 **COMMERCIAL DRIVER LICENSE**, TRANSIT SYSTEMS UNLIMITED

SKILLS

- Excellent interpersonal skills
- Able to interact with all levels of staff
- Strong customer service skills
- Able to multitask in a fast-paced environment
- Comfortable working in a team setting

LANGUAGES

Speak, read, and write English and Spanish fluently

REFERENCES

Available upon request

Work Plan

Work Plan

A. SERVICE PROJECT PLAN and STAFFING PLAN/MAINTENANCE STAFFING PLAN

It is Transit Systems goal to provide excellent, on-time performance and outstanding bus service for the Acton and Agua Dulce Shuttle. This goal will be achieved by having the right operation plan, working staff, well maintained equipment and storage facilities and being ADA friendly/compliant.

The Equipment we plan to use will always be CNG Fueled Buses. In the event of needing to add buses or in case of a breakdown, Transit Systems is always prepared by having extra buses ready and drivers on stand-by that can be ready and in the field in less than 30 minutes.

Our plan is to have the same staff running the operations. Transit Systems will be using the same office staff and field supervisors as in the past when we operated the Acton and Agua Dulce Shuttle. We will be using the same drivers and keep them assigned to the same bus so that they will have a clear understanding of the route, stops, and what to do. The drivers will have incentives to be at work and on time. The drivers will be paid an 8-hour minimum each day they work and if they go over, they will be paid an overtime rate of time and a half. The driver's time will start 1.5 hours before the pick-up and, when they are at the yard, will end 30 minutes after they return to the yard to allow time for paperwork and post trip bus inspections. It will be helpful using the same drivers as in the past because they are already familiar with the stops, routes, procedures, and most importantly, the regular passengers that ride the Acton and Agua Dulce Shuttle.

In our work plan, Transit Systems will have the bus already ready before the bus operator gets to the yard. The bus will be inspected and free of any major defects, cleaned inside and out, fueled and ready to go. The operator will be paid to arrive early to allow time for a bus inspection and proper traveling time so that the bus will arrive to the location ahead of time to load and depart on time. In the past, Transit Systems has always been early and this has been a helpful tool in foreseeing heavy ridership and making it possible to add buses due to high ridership numbers. In the past, when a driver arrives early and he sees an overload of people for his bus, the operator calls our office and then we call the County for approval to deadhead a bus for the extra passengers. By being early and foreseeing this, the wait time for the excess passengers has been greatly minimized.

Key employees will be:

- * Maurice Vanegas President, Contract and Operations manager, Maintenance Manager, Hiring, Dispatch, Training, and 24 Hour Contact

- * Jose Cruz Fleet Manager, Training

- * Stephanie Dionisio Operations Manager, Dispatch, Scheduling, 24 Hour Contact, Data Manager
- * Lana Durets Office Manager, Bookkeeping, A/P, A/R, 24 Hour Contact, Data Manager
- *Desiree Sotelo Field Supervisor, Training, Dispatch
- * _____ Mechanics
- * _____ Vehicle Operators
- * _____ Service Attendants (Bus Washing/Fueling)

Formal training must first take place, done by Desiree Sotelo, Jose Cruz, or Maurice Vanegas. The operator and other supervisors will take dry runs on the route before it starts to get a clear understanding of the route, travel time, rules and regulations, procedures, and what is to be expected of each person. Stephanie and Desiree will be doing the dispatching and run the operations with assistance from the supervisor. The fleet and mechanics will be overseen by Maurice Vanegas and Jose Cruz. The schedule adherence will be checked frequently by the field supervisor. The supervisor will have a company vehicle provided to them to perform road supervision and two-way radios so they are in contact with the bus at all times. Maurice Vanegas and Lana Durets will handle all the complaints immediately to assure that there are no delays in service, breach of contract, or any other wrong doings by Transit Systems. There will be a 24-Hour contact line available at 818-504-7270 for bus dispatch, emergencies, or general contact for drivers and LA County Employees.

Equipment supply will not be a problem at Transit Systems. We operate a fleet of over 15 Cutaway Mini Buses. If there is a problem with any bus, and for any reason it cannot make roll call that day, a replacement bus will not be a problem. A bus can be sent on a road call or replace a bus at any time from our yard in Sun Valley, CA, or our storage yard in Los Angeles or Hollywood, CA. Spare ADA accessible buses will be available at all times.

The buses that will be used for the Acton and Agua Dulce Shuttle will be stored at 8976 Laurel Canyon Blvd., Sun Valley, CA 91352. This yard is capable of accommodating 40 buses and is fully operational with a fueling system, work area, wash area, and service ramp to provide access to work under the bus. There is storage for all the tools used by the mechanics, spare parts, cleaning supplies, and any other items needed for successful operation and up-keep. In our yard, there is a two-story office building with workspace, state of the art computers, data entry system, drug testing data programs, and 45-Day Inspection Programs. There is plenty of space to store all the records. We store all driver records, driver hours of service, and proficiency records. We also store all maintenance records including 45-Day Inspections, maintenance, lubrication/PM Service, and repair records. We are audited and annually inspected by the California Highway Patrol. Large portions of our buses are SPAB certified and, to the highest standards, have passed our

CHP safety inspection each year. Also, a large number of our drivers are SPAB certified by the CHP and go through training classes by a state certified instructor. All SPAB operators undergo a 10-hour training minimum once a year by said state certified instructor. Each of our buses goes through inspection at most every 45 days. In doing all the servicing for the buses, we accumulate a lot of waste oils which are hauled away immediately by an oil collection company.

If one of our buses breaks down or another bus is requested by the county, we will always be able to provide another bus within 30 minutes. We always have a bus ready to go at any given time, and always have staff on hand to operate it. Whether it is a driver on call, driver in the yard, supervisor, mechanic, or manager, there will always be personnel trained and qualified to drive the bus to respond. If any issues ever occur, we also have mechanics on duty and have emergency response vehicles equipped with air, fuel, fluids, and tools for the bus.

Contractor Conduct:

Transit Systems knows that there are many road conditions that affect travel times. Knowing this, we plan ahead and are prepared for the adverse conditions so that we keep an on time schedule. Our buses will be clean inside and out prior to the trips so that the bus will be at the required location on time. We understand that we need a good on-time performance, clean buses, and no complaints to remain with the contract. Having violated any of these sections could end our contract.

Customer Service:

Customer service is a high priority for us at Transit Systems. All of our drivers are professionals, dressed in a clean uniform (Transit Systems issued polo shirt and khaki pants), punctual, and knowledgeable about the alternate routes in the event of an emergency or accident.

B. COMMUNICATIONS EQUIPMENT

All Transit Systems drivers are assigned Nextel Two-Way Radios that will work on a direct connect or as a cell phone. There will be contact between drivers and dispatch at all times using either the phone line or two-way direct connect. Drivers, Supervisors, Managers, and Mechanics all have the two-way radios. Managers and supervisors have an extra smart phone provided by Transit Systems to be able to use GPS Navigation, email, text, send pictures, and view/transfer data to and from the office remotely. All buses are equipped with a GPS tracking device which enables us to view the buses live location, speed, and past history of the route taken via smart phones or computers.

Transit Systems maintains a public website and an internal company website to allow easy access to information to both, the public and staff. Transit Systems has and will maintain internet service and email service throughout the length of the contract.

Transit Systems can be reached 24 hours a day, 7 days a week at 818-504-7270. This line will always be answered by an office staff member at any and all times. The person answering the phones will always be the project manager or another manager that is able to assist with any questions, changes, or concerns.

Scheduling is not a problem for us at Transit Systems. We have a 24 hour dispatch systems with standby operators for any last minute or emergency trips. All of our drivers know what to do and are in close contact with our dispatchers. When scheduling buses, you call the Transit Systems office at 818-504-7270 and speak to Maurice or Lana. From there, it goes down to our scheduling office where drivers and buses are assigned to the trips by Stephanie or Danny. A copy of the invoice for the trip is sent to the firms' fax or email to confirm all the details. From there, the buses and the driver arrive on time, clean, and ready to go.

C. STORAGE AND MAINTENACE FACILITIES

All Transit Systems buses assigned to the Acton and Agua Dulce Shuttle service will be stored at 8976 Laurel Canyon Blvd., Sun Valley, CA 91352.

Transit Systems understands the importance of regular bus maintenance. We are a large bus company with about 60 buses. We do regular and preventative maintenance on all buses, including 45 Day Inspections and Annual CHP Safety and Maintenance Inspections. We always keep our buses clean and good looking.

Each bus is on a 45-day or 3,000-mile service plan. Every 45 days or 3,000, whichever comes first, service will be provided to the Acton and Agua Dulce Shuttle bus. The bus will undergo a preventative maintenance check, service, and any necessary repairs will be made.

We have mechanics on duty full time at our yard in Sun Valley. We have a service ramp which allows the mechanic to do engine oil changes, lubrication, and check underneath the bus for brakes, leaks, or any other repairs that might be needed.

We have a full time cleaning staff on duty to assure that the bus is properly cleaned inside and out. Prior to the drivers' arrival, the bus will be swept, mopped, as well as interior scented with the extra tire shine to add a fresh smell and good look to the unit. We understand that it is Transit Systems sole responsibility to cover the cost of maintenance and cleaning supplies.

All buses used for the Acton and Agua Dulce Shuttle Service will have working A/C and heaters. Spare parts are always stored on site at our Sun Valley yard inside our designated storage containers in case we need to make necessary repairs to the ventilation system.

All buses undergo a pre-trip and post-trip inspection each day. Records of these inspections are saved with one copy inside the bus and one copy inside the office.

In the event of a break down, mechanics and a spare bus will be dispatched immediately. The response to an In-Service Breakdown will not exceed 30 minutes to any location.

All buses will have proper signage with graphics to show the bus route, line, location, and destination. Signs will be clearly posted in the window of each bus. Transit Systems plans on using the signs provided and approved by the LA County.

D. AMERICANS WITH DISABILITES ACT (ADA) COMPLIANCE

We, at Transit Systems, are ADA compliant. All of our buses being used for the Acton and Agua Dulce Shuttle line will have wheelchair lifts with tie down areas and restraints for the safety of our passengers on wheelchairs. The front seats are always reserved for handicapped, seniors, or disabled passengers. All our buses have wide enough isles and high ceilings to allow easy access in and out of the bus. Each bus is equipped with signage that is easy to read from a distance clearly showing what line the bus is.

If our ADA accessible bus were to break down, it will be no problem to dispatch a mechanic and spare ADA bus to the location of the breakdown within 30 minutes.

E. CALIFORNIA HIGHWAY PATROL ANNUAL INSPECTIONS

See pages 24-33 for the past 3 years CHP Annual Inspections Report.

F. TRANSIT SYSTEMS SECURITY PLAN

Transit Systems meets the FTA Safety and Security requirements set forth by the RFP as outlined in Exhibit A, Section Q. See the following section attached on page 34 for our Transit Systems Security Plan.



Terminal Report

2022

**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 83723	FILE CODE NUMBER 168324	COUNTY CODE 19	BED
TERMINAL TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus <input type="checkbox"/> Mod Limo	CODE T	OTHER PROGRAM(S) P	LOCATION CODE 575	SUBAREA S13

CARRIER LEGAL NAME TRANSIT SYSTEMS UNLIMITED INC	TERMINAL NAME (IF DIFFERENT)	TELEPHONE NUMBER (W/ AREA CODE) (818) 504-7270
--	------------------------------	--

TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)

8976 LAUREL CANYON BLVD, SUN VALLEY, CA 91352

MAILING ADDRESS (NUMBER, STREET, CITY, ZIP CODE) (IF DIFFERENT FROM ABOVE)

INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)

SAME AS ABOVE

LICENSE, FLEET AND TERMINAL INFORMATION

HIM LIC. NO.	HWT REG. NO.	IMS LIC. NO.	TRUCKS AND TYPES	TRAILERS AND TYPES	PASS VEHs BY TYPE I 49 II	Mod Limo 40	DRIVERS	BIT FLEET SIZE
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		Powered 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) MAURICE VANEGAS	DAY TELEPHONE NO. (W/ AREA CODE) (818) 504-7270	NIGHT TELEPHONE NO. (W/ AREA CODE) (818) 254-6780
EMERGENCY CONTACT (NAME) STEPHANIE DIONISIO	DAY TELEPHONE NO. (W/ AREA CODE) (818) 504-7270	NIGHT TELEPHONE NO. (W/ AREA CODE) (818) 254-6780

ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL FOR LAST YEAR (2021)

A <input checked="" 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 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
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OPERATING AUTHORITIES OR PERMITS

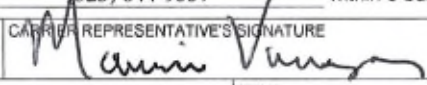
PUC <input type="checkbox"/> T <input checked="" type="checkbox"/> TCP <input type="checkbox"/> PSC 7287	MOTOR CARRIER OF PROPERTY PERMIT ACTIVE <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	IMS FITNESS EVALUATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
USDOT USDOT NUMBER 2426801	REASON FOR INSPECTION ANNUAL BUS TERMINAL 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 N/A 2 N/A 3 N/A 4 N/A	1 S 2 S 3 S 4 S
DRIVER RECORDS		No. 9 Time 4.0	No. 20 Time 2.0	No. 9 Time 9.0	TIME	TOTAL TIME 6.0
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		REMARKS				
LAMPS & SIGNALS		<p style="text-align: center;">THIS TERMINAL IS RATED SATISFACTORY AT THIS TIME.</p>				
CONNECTING DEVICES						
STEERING & SUSPENSION						
TIRES & WHEELS						
EQUIPMENT REQUIREMENTS						
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. <input type="checkbox"/>	INSPECTION DATE(S) 08/04/2022, 08/09/2022	TIME IN 06:00	TIME OUT 12:00
INSPECTED BY (NAME(S)) MCS 1 A GIESING					ID NUMBER(S) A13743	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 SATISFACTORY	CARRIER REPRESENTATIVE'S SIGNATURE 	DATE 08/09/2022
CARRIER REPRESENTATIVE'S PRINTED NAME MAURICE VANEGAS	TITLE PRESIDENT	DRIVER LICENSE NUMBER STATE

**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 83723	FILE CODE NUMBER 168324	COUNTY CODE 19	BED
TERMINAL TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus <input type="checkbox"/> Mod Limo	CODE P	OTHER PROGRAM(S) T	LOCATION CODE 575	SUBAREA S13

CARRIER LEGAL NAME TRANSIT SYSTEMS UNLIMITED INC	TERMINAL NAME (IF DIFFERENT)	TELEPHONE NUMBER (W/ AREA CODE) (818) 504-7270
--	------------------------------	--

TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)
8976 LAUREL CANYON BLVD, SUN VALLEY, CA 91352

MAILING ADDRESS (NUMBER, STREET, CITY, ZIP CODE) (IF DIFFERENT FROM ABOVE)	INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY) SAME AS ABOVE
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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 49 II	Mod Limo	DRIVERS 40	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) MAURICE VANEGAS	DAY TELEPHONE NO. (W/ AREA CODE) (818) 504-7270	NIGHT TELEPHONE NO. (W/ AREA CODE) (818) 254-6780
EMERGENCY CONTACT (NAME) STEPHANIE DIONISIO	DAY TELEPHONE NO. (W/ AREA CODE) (818) 504-7270	NIGHT TELEPHONE NO. (W/ AREA CODE) (818) 254-6780

ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL FOR LAST YEAR [2021]

A <input checked="" 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 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
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OPERATING AUTHORITIES OR PERMITS

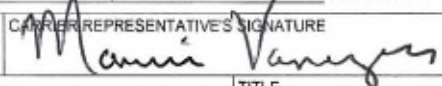
PUC <input type="checkbox"/> T <input checked="" type="checkbox"/> TCP PSC 7287	MOTOR CARRIER OF PROPERTY PERMIT ACTIVE <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	IMS FITNESS EVALUATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
USDOT 2426801	REASON FOR INSPECTION ANNUAL BUS TERMINAL 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 N/A 2 N/A 3 N/A 4 N/A	1 S 2 S 3 S 4 S
DRIVER RECORDS		No. 9 Time 4.0	No. 20 Time 2.0	No. 9 Time 9.0	TIME	TOTAL TIME 6.0
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		REMARKS THIS TERMINAL IS RATED SATISFACTORY AT THIS TIME.				
LAMPS & SIGNALS						
CONNECTING DEVICES						
STEERING & SUSPENSION						
TIRES & WHEELS						
EQUIPMENT REQUIREMENTS						
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 checked="" type="checkbox"/> No	CHP 345 <input type="checkbox"/>	CHP 1000 COL. <input type="checkbox"/>	INSPECTION DATE(S) 08/04/2022, 08/09/2022	TIME IN 12:00	TIME OUT 13:00
INSPECTED BY (NAME(S)) MCS I A GIESING					ID NUMBER(S) A13743	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 SATISFACTORY	CARRIER REPRESENTATIVE'S SIGNATURE 	DATE 08/09/2022
CARRIER REPRESENTATIVE'S PRINTED NAME MAURICE VANEGAS	TITLE PRESIDENT	DRIVER LICENSE NUMBER STATE

California Highway Patrol

	US DOT # 2426801	Legal: TRANSIT SYSTEMS UNLIMITED INC Operating (DBA):		
MC/MX #:	State #: 83723	Federal Tax ID: 95-4319424 (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	Business: Corporation	
Shipper:	N/A	N/A	Gross Revenue: for year ending: 12/31/2021	
Cargo Tank:	N/A			
Company Physical Address:				
8976 LAUREL CANYON SUN VALLEY, CA 91352				
Contact Name: MAURICE VANEGAS				
Phone numbers: (1) 818- 504-7270		(2)	Fax	
E-Mail Address:				
Company Mailing Address:				
8976 LAUREL CANYON SUN VALLEY, CA 91352				
Carrier Classification				
Private Passenger, Business				
Cargo Classification				
Passengers				
Equipment				
	Owned	Term Leased	Trip Leased	
Motor Coach	30	0	0	Van, 9-15
				Owned Term Leased Trip Leased
				19 0 0
Power units used in the U.S.: 49				
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:		40	Total Drivers: 40	
>= 100 Miles:			CDL Drivers: 40	





TRANSIT SYSTEMS UNLIMITED INC - Terminal

U.S. DOT #: 2426801

State #: 83723

Review Date:

08/09/2022

Part A

QUESTIONS regarding this report may be 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: MAURICE VANEGAS

Title: PRESIDENT

Name:

Title:





Terminal Report

2021

**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 83723	FILE CODE NUMBER 168324	COUNTY CODE 19	BED
TERMINAL TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus <input type="checkbox"/> Mod Limo	CODE P	OTHER PROGRAM(S) T	LOCATION CODE 575	SUBAREA S13

CARRIER LEGAL NAME Transit Systems Unlimited INC	TERMINAL NAME (IF DIFFERENT)	TELEPHONE NUMBER (W/ AREA CODE) (818) 504-7270
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TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)
8976 Laurel Canyon Blvd, Sun Valley, CA 91352

MAILING ADDRESS (NUMBER, STREET, CITY, ZIP CODE) (IF DIFFERENT FROM ABOVE)
8976 Laurel Canyon Blvd, Sun Valley, CA 91352

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 25 II Mod Limo	DRIVERS 22	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 Yes 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) Daniel Elliott	DAY TELEPHONE NO. (W/ AREA CODE) (818) 535-0667	NIGHT TELEPHONE NO. (W/ AREA CODE)
EMERGENCY CONTACT (NAME) Maurice Vanegas	DAY TELEPHONE NO. (W/ AREA CODE) (818) 254-6780	NIGHT TELEPHONE NO. (W/ AREA CODE)

ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL FOR LAST YEAR [2020]

A UNDER 15,000	B 15,001 - 50,000	C 50,001 - 100,000	D 100,001 - 500,000 <input checked="" type="checkbox"/>	E 500,001 - 1,000,000	F 1,000,001 - 2,000,000	G 2,000,001 - 5,000,000	H 5,000,001 - 10,000,000	I MORE THAN 10,000,000
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OPERATING AUTHORITIES OR PERMITS

PUC <input type="checkbox"/> T <input checked="" type="checkbox"/> TCP <input type="checkbox"/> PSC 7287	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 3321010	REASON FOR INSPECTION Annual Bus Terminal	

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 S 2 S 3 S 4 S	1 N/A 2 N/A 3 N/A 4 N/A	1 S 2 S 3 S 4 S				
DRIVER RECORDS		No. 6 Time	No. 17 Time	No. 6 Time							
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 SPAB Terminal completed in unison with Tour Bus Terminal.									
LAMPS & SIGNALS											
CONNECTING DEVICES											
STEERING & SUSPENSION											
TIRES & WHEELS											
EQUIPMENT REQUIREMENTS	1										
CONTAINERS & TANKS											
HAZARDOUS MATERIALS											

INSPECTION TYPE <input 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 5,6,7,5	INSPECTION DATE(S) 07/27,07/28,07/29,08/04	TIME IN 08:00	TIME OUT 16:30
INSPECTED BY (NAME(S)) R. Mendoza					ID NUMBER(S) A17080	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 12), 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 (823) 644-9557 within 5 business days of the rating.

CURRENT TERMINAL RATING SATISFACTORY	CARRIER REPRESENTATIVE'S SIGNATURE <i>Maurice Vanegas</i>	DATE 08/04/2021
CARRIER REPRESENTATIVE'S PRINTED NAME Maurice Vanegas	TITLE President	DRIVER LICENSE NUMBER STATE

California Highway Patrol



US DOT #
3321010

Legal: TRANSIT SYSTEMS UNLIMITED INC
Operating (DBA):

MC/MX #:

State #: 83723

Federal Tax ID: 95-4319424 (EIN)

Review Type: Non-ratable Review - Special Study

Scope: Terminal

Location of Review/Audit: Company facility in the U. S.

Territory:

Operation Types Interstate Intrastate

Carrier: N/A
Shipper: N/A
Cargo Tank: N/A

Non-HM
N/A

Business: Corporation
Gross Revenue:

for year ending:

Company Physical Address:

8976 LAUREL CANYON
SUN VALLEY, CA 91352

Contact Name: Daniel Elliott

Phone numbers: (1) (818)504-7270 (2)

Fax

E-Mail Address: mvanegas@transitsystems.biz

Company Mailing Address:

8976 LAUREL CANYON
SUN VALLEY, CA 91352

Carrier Classification

Private Passenger, Business

Cargo Classification

Passengers

Equipment

Owned Term Leased Trip Leased

Owned Term Leased Trip Leased

Motor Coach

16

0

0

Minibus, 16+

9

0

0

Power units used in the U.S.: 25

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:

22

Total Drivers: 22

>= 100 Miles:

CDL Drivers: 22





TRANSIT SYSTEMS UNLIMITED INC - Terminal
U.S. DOT #: 3321010

State #: 83723

Review Date:
08/04/2021

Part A

QUESTIONS regarding this report may be 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: Daniel Elliott
Name: Stephanie Dionisio

Title: Operations Manager
Title: HR Manager





Terminal Report

2020

STATE OF CALIFORNIA
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 83723	FILE CODE NUMBER 168324	COUNTY CODE 19	BED
TERMINAL TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus <input type="checkbox"/> Mod Limo		CODE T	OTHER PROGRAM(S) P	LOCATION CODE 575	SUBAREA S13

CARRIER LEGAL NAME Transit Systems Unlimited INC	TERMINAL NAME (IF DIFFERENT)	TELEPHONE NUMBER (W/AREA CODE) (818) 504-7270
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TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)

8976 Laurel Canyon Blvd, Sun Valley, CA 91352

MAILING ADDRESS (NUMBER, STREET, CITY, STATE, ZIP CODE) (IF DIFFERENT FROM ABOVE)

INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)

Same

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 56 II	Mod Limo	DRIVERS 30	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) Bill Knapp	DAY TELEPHONE NO. (W/AREA CODE) (818) 504-7270	NIGHT TELEPHONE NO. (W/AREA CODE) (818) 254-5520
EMERGENCY CONTACT (NAME) Maurice Vanegas	DAY TELEPHONE NO. (W/AREA CODE) (818) 248-4368	NIGHT TELEPHONE NO. (W/AREA CODE)

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
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OPERATING AUTHORITIES OR PERMITS

PUC <input type="checkbox"/> T	<input type="checkbox"/> TCP <input type="checkbox"/> PSC 7287	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 3321010	<input type="checkbox"/> MC <input type="checkbox"/> MX	REASON FOR INSPECTION Annual Bus Terminal	

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 N/A 2 N/A 3 N/A 4 N/A	1 S 2 S 3 S 4 S
DRIVER RECORDS		No. 14 Time 3.0	No. 23 Time 4.0	No. 14 Time 17.0		TIME 24.0
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	8	REMARKS <p style="text-align: center;">Terminal has been rated Satisfactory at this time.</p>
LAMPS & SIGNALS	1	
CONNECTING DEVICES		
STEERING & SUSPENSION		
TIRES & WHEELS	2	
EQUIPMENT REQUIREMENTS	6	
CONTAINERS & TANKS		


INSPECTION TYPE <input 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 1000 COL. 1,2,2,5	INSPECTION DATE(S) 9/1,9/2,9/8,9/10	TIME IN	TIME OUT
INSPECTED BY (NAME(S)) R. Mendoza					ID NUMBER(S) A17080	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 20), 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 SATISFACTORY	CARRIER REPRESENTATIVE'S SIGNATURE <i>Stephanie Dionisio</i>	DATE 9/10/2020
CARRIER REPRESENTATIVE'S PRINTED NAME Stephanie Dionisio	TITLE HR Representative	DRIVER LICENSE NUMBER STATE

California Highway Patrol

	US DOT # 3321010	Legal: TRANSIT SYSTEMS UNLIMITED INC Operating (DBA):					
MC/MX #:	State #: 83723	Federal Tax ID: 95-4319424 (EIN)					
Review Type: Non-ratable Review - Special Study							
Scope: Terminal	Location of Review/Audit: Company facility in the U. S.		Territory:				
Operation Types		Interstate	Intrastate				
Carrier:	N/A	Non-HM		Business: Corporation			
Shipper:	N/A	N/A		Gross Revenue:			
Cargo Tank:	N/A		for year ending:				
Company Physical Address:							
8976 LAUREL CANYON SUN VALLEY, CA 91352							
Contact Name: Maurice Vanegas							
Phone numbers: (1) (818)504-7270		(2)	Fax				
E-Mail Address: mvanegas@transitsystems.biz							
Company Mailing Address:							
8976 LAUREL CANYON SUN VALLEY, CA 91352							
Carrier Classification							
Other: Intrastate							
Cargo Classification							
Passengers							
Equipment							
	Owned Term Leased Trip Leased			Owned Term Leased Trip Leased			
Motor Coach	17	0	0	Minibus, 16+	39	0	0
Power units used in the U.S.: 56							
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:	28		Total Drivers: 30				
>= 100 Miles:	2		CDL Drivers: 30				





TRANSIT SYSTEMS UNLIMITED INC - Terminal
U.S. DOT #: 3321010

State #: 83723

Review Date:
09/10/2020

Part A

QUESTIONS regarding this report may be 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: Maurice Vanegas

Title: President

Name: Stephanie Dionisio

Title: HR Representative



Transit Systems:

Security Plan

Security and Emergency Preparedness Plan (SEPP)

**Transit Systems Unlimited, Inc.
8976 Laurel Canyon Blvd.
Sun Valley, CA 91352
Phone: 818-504-7270
Fax: 818-504-6403
www.transitsystems.biz**

This Security and Emergency Preparedness Plan (SEPP) will attempt to ensure that, if confronted with a security event or major emergency, Transit Systems personnel will respond effectively, using good judgment, ensuring due diligence, and building on best practices, identified in drills, training, rules, and procedures.

This level of proficiency requires the establishment of formal mechanism and procedures to be used by all personnel to identify security threats and vulnerabilities associated with operations, and to develop controls to eliminate or minimize them. This plan also requires processes for:

- Coordinating with law enforcement and other public safety agencies to manage response to an incident that occurs on a vehicle or affects operations, and
- Identifying a process for integrating company resources and capabilities into the community response effort to support management of a major event affecting the community.

Management expects all employees, volunteers, and contractors, especially those working directly with passengers, to support this plan.

Division of Responsibilities

All Personnel

All personnel must understand and adopt their specific roles and responsibilities, as identified in the SEPP, thereby increasing their own personal safety and the safety of our passengers and the motoring public, during normal operations and in emergency conditions.

To ensure the success of the SEPP, the following functions must be performed by personnel:

- Immediately report all suspicious activity, no matter how insignificant it may seem, to the Operations Manager or his/her designee
- Immediately report all security incidents to the Operations Manager or his/her designee
- Using proper judgment when managing disruptive passengers and potentially volatile situations
- Participation in all security and emergency preparedness training, including drills and exercises
- Becoming familiar with, and operate within, all security and emergency preparedness procedures for the assigned work activity
- Notifying the Chief Executive Officer or his/her designee when a physical or mental condition, or required medications or therapies, may impair the employee's ability to perform security or emergency preparedness functions
- Accurately completing "Employee Statements" and appropriate reports as quickly as possible
- Cooperating with/assisting first responders as necessary

Chief Executive Officer (CEO)

The Chief Executive Officer (CEO) has the overall authority to develop and execute the company's SEPP. Ultimate accountability for implementation of the SEPP rests with the CEO. In addition, the CEO is responsible for the following specific activities:

- Ensuring that sufficient resources and attention are devoted to the SEPP, including:

- Development of Standard Operating Procedures related to employee security duties
 - Development and enforcement of Safety and Security Regulations
 - Development of Emergency Operating Procedures to maximize company response effectiveness and minimizing service interruptions during emergencies and security incidents
 - Provision of proper training and equipment to employees to allow an effective response to security incidents and emergencies
- Development of an effective Notification and Reporting System for security incidents and emergencies
 - Designating a Point of Contact (POC) to manage the SEPP
 - Establishing a Security Committee
 - Communicating security and emergency preparedness as top priorities to all employees
 - Developing relations with outside organizations that contribute to the EPP Program, including local public safety and emergency planning agencies

SEPP Point of Contact (POC)

To ensure coordinated development and implementation of the SEPP, the CEO has designated Ms. Lana Durets as the Security and Emergency Preparedness Point of Contact for development and implementation of the SEPP. The POC, who reports directly to the CEO, has been granted the authority to utilize specific company resources to develop the SEPP, to monitor its implementation, and to ensure attainment of security and emergency preparedness goals and objectives.

Mr. Maurice Vanegas has the responsibility to oversee the SEPP on a daily basis. Mr. Vanegas will also serve as primary contact with public agencies. Ms. Stephanie Dionisio will be the direct liaison with the company's drivers and dispatchers. In the event that liaison is necessary with local, state, and federal agencies, then Mr. Maurice Vanegas will serve as the lead liaison for the company.

In managing this program, the POC will:

- Be responsible for successfully administering the SEPP and establishing, monitoring, and reporting on the company's security and emergency preparedness objectives

- Review current company safety, security, and emergency policies, procedures, and plans to identify needed improvements on a semi-annual basis
- Develop and implement plans for addressing identified improvements
- Coordinate with local public safety agencies, local community emergency planning agencies, and local human services agencies to address security and emergency preparedness; including participation in formal meetings and committees
- Develop, publish, and enforce, reasonable procedures pertinent to company activities for security and emergency preparedness
- Provide adequate driver training and continuing instruction for all employees (including volunteers and contractors) regarding security and emergency preparedness
- Review new company purchases to identify security related impacts
- Ensure performance of at least one emergency exercise annually

The SEPP POC will be responsible for managing the security agenda during the Security Committee Meetings. When appropriate, members of local fire and police departments, state and federal agencies will be invited to participate in the Committee Meetings.

The Security Committee provides the primary mechanism through which the company:

- Identifies security conditions and problems at the company
- Organizes incident investigations and develops and evaluates corrective actions to address findings
- Obtains data on company security performance
- Develops strategies for addressing company security problems
- Coordinates the sharing of security responsibilities and information
- Manages the integration of security initiatives and policies in company operations
- Evaluates the effectiveness of the security program
- Manages the development and revision of company policies, procedures, and rulebook
- Coordinates interaction with external agencies

- Reviews, evaluates, and recommends approval of reports from company staff

The Committee also ensures that all company employees, volunteers, and contractors:

- Have a full knowledge of the security program and emergency preparedness programs
- Make security and emergency preparedness a primary concern while on the job
- Cooperate fully with the company and local, state, and federal agencies regarding any incident investigation
- Raise security and emergency preparedness concerns

Supervisors

Supervisors are responsible for communicating the company's security and emergency preparedness plan and procedures to all employees, volunteers, and contractors. For this reason, supervisors must have full knowledge of all security rules and policies. Supervisors must communicate those plans and procedures to operations personnel in a manner that encourages them to incorporate SEPP practices into their everyday work. The specific responsibilities of supervisors include the following:

- Having full knowledge of all standard and emergency operating procedures, and are strongly encouraged to be trained in the National Incident Command Systems (NIMS)
- Ensuring that drivers make security and emergency preparedness a primary concern when on the job
- Cooperating fully with the SEPP regarding any accident investigation as well as listening and acting upon any security concerns raised by the drivers
- Immediately report security concerns to the SEPP POC

In addition, when supporting response to an incident, supervisors are expected to:

- Provide leadership and direction to employees during security incidents
- Handle minor, non-threatening, rule violations
- Defuse minor arguments
- Determine when to call for assistance

- Make decisions regarding the continuance of operations
- Respond to service complaints
- Respond to security related call with law enforcement officers when required, rendering assistance with crowd control, victim/witness information gathering, and general on-scene assistance
- Complete necessary security related reports
- Take photographs of damage and injuries
- Cooperate and coordinate with all outside agencies at incident scenes

Drivers

In addition to the general responsibilities identified for ALL PERSONNEL, drivers (including volunteers and contractors) are responsible for exercising maximum care and good judgment in identifying and reporting suspicious activities, in managing security incidents, and in responding to emergencies. Each driver will:

- Conduct vehicle security inspections
- Take charge of a security incident scene until the arrival of supervisory or emergency personnel
- Collect fares in accordance with company policy (if applicable)
- Attempt to handle minor non-threatening rule violations
- Respond verbally to complaints
- Attempt to defuse minor arguments
- Determine when to call for assistance
- Maintain control of the vehicle
- Report all security incidents to dispatch
- Complete all necessary security related reports
- Support community emergency response activities as directed by company policies, plans, and procedures

Other Personnel

Other personnel also have responsibilities for the SEPP.

Dispatchers are expected to:

- Receive calls for assistance
- Dispatch supervisors and emergency response personnel
- Coordinate with law enforcement and emergency medical service communications centers
- Notify supervisory and management staff of serious incidents
- Establish on-scene communication
- Complete any required security related reports
- Provide direction to on-scene personnel

Mechanics (including volunteers and contractors) are expected to:

- Conduct vehicle security inspections
- Report suspicious behavior, packages, or situations
- Report vandalism
- Report threats and vulnerabilities of vehicle storage facilities
- Provide priority response to safety and security critical items such as lighting
- Maintain facility alarm systems

Human Resources personnel are expected to:

- Ensure all pre-employment screening processes are carried out effectively
- Notify the CEO of employee disciplinary action that may result in the affected employee becoming a risk to company facilities, systems, passengers, employees or other assets

- Educate employees on employee ID policy and procedure
- Ensure confidentiality of employment records and personal employee data

Communications (Marketing-Customer Service-Community Relations) are expected to:

- Request assistance from public safety resources as needed for special events
- Provide insight into potential threats and vulnerabilities through feedback from customer focus groups and other information sources
- Designate a Public Relations Coordinator for media contact regarding security incidents and issues

Other Critical Roles and Responsibilities

- *Location Response Coordinator (if company has more than one location)*- This person will be responsible for carrying out all required activities at his/her operating location. This person may direct others at their location to assist in accomplishing necessary actions, but must be kept fully informed of progress and activities for immediate reporting to the Security Crisis Response Coordinator. The Location Response Coordinator will directly report to the Security Crisis Response Coordinator during the use of this plan. (Suggested personnel: General Manager or Terminal Manager)
- *Public Relations Coordinator*- This person will be responsible for interacting with the media. This person should be in the same location as the Security Crisis Response Coordinator and should be kept fully informed of all activities and issues. No other person will interact with the press, or engage in any public relations related to the security threat or incident.
- *Passenger Assistance Coordinator*- A person at each operating location will be designated to coordinate and assist all affected passengers to ensure their comfort and safety throughout a security related crisis. This person will also be responsible to answer call of family members regarding the status and whereabouts of affected passengers. Other staff members may be assigned to assist in responding to family calls as needed. (Suggested Personnel: Dispatchers and Safety Directors)
- *Driver Support and Direction Coordinator*- This person will be responsible for attending to drivers needs during the crisis and preparing them for resumption of normal activities. This person will also be responsible for answering calls from family members regarding the status and whereabouts of the driver. (Suggested Personnel: Dispatchers and Safety Directors)

Security and Emergency Preparedness Practices and Actions

- Emphasis on company personnel awareness
- Participation in local law enforcement and emergency response training and drills
- Review of local law enforcement and emergency response materials
- Analysis of security incidents and suspicious activities to refine and improve courses of action including:
 - Identifying potential and existing problem areas
 - Developing and refining action plans
 - Implementing the plans
 - Measuring results
- Hosting an annual meeting with local law enforcement
- Annual meeting with local emergency management agency
- Review of company emergency plans
- Review of TSA documentation on system security and emergency preparedness
- Coordinate with DHS/TSA
- Posting of contact data for law enforcement and DHS/TSA
- Conducting security surveys with local law enforcement as a formal threat and vulnerability analysis process
- Local police notification/participation in employee discharge and/or discipline process as needed
- Evaluation of security/emergency response procedures for completeness and accuracy
- Participation by local law enforcement in training of new drivers as requested to increase awareness in security matters
- Presentations by local police and company personnel to employees, the public, or other groups interested in security matters
- Development and distribution of crime prevention information on company brochure for passengers and the public

- Conducting criminal background investigations of employment applicants
- Conducting inspections of facilities
- Conducting security awareness training for employees, contactors, and volunteers
- Conducting security inspections
- Identifying and purchasing necessary security technologies
- Conducting crisis training for employees Defining system shutdown protocols
- Conducting mock system shutdown
- Coordinating with public emergency response organizations
- Conducting Business Continuity Exercise

Training and Exercising

- All personnel will receive emergency response and evacuation training for facility related events upon hire.
- All applicable personnel will receive Operation Secure Transport refresher training on a biannual basis
- All applicable personnel will receive Highway Watch Training as soon as possible after hire
- A mock system shutdown or a mock local security incident will be scheduled to monitor company and employee preparedness and to determine areas for improvement. A review of all security incidents will be conducted on an annual basis to identify improvements to training and exercising. Any improvements identified will be incorporated into future employee training and exercising

Emergency Response Procedures Guidelines

Local Government Agencies

Emergency Services (OES): 911
Sheriff: (323) 264-4151
Police: (818) 756-8861
Coroner: (323) 343-0512
Health Department: (800) 427-8700
Animal Control: (562) 728-4620
Mental Health Services: (213) 738-4601
Crisis Line: (800) 817-5292

Local Medical Centers

Pacifica Hospital of the Valley: (818) 767-3310
Providence Holy Cross Medical Center: (818) 365-8051
Olive View UCLA Medical Center: (818) 364-1555

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: ACTON AND AGUA DULCE SHUTTLE SERVICE (BRC0000437)

PROPOSER: Transit Systems Unlimited, Inc.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Karnik Vartanian		12		12			12	36	1872	\$24.25	\$ 45,396.00
Alejandra Luna		8		8	8	8	8	40	2080	\$24.25	\$ 50,440.00
Supervisor		8		8	8	8	8	40	2080	\$26.00	\$ 54,080.00
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
Comments/Notes:											
**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE 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.											
Total Salaries											
(1) Vacations, Sick Leave, Holiday											
(2) Health Insurance											
(3) Payroll Taxes & Workers' Compensation											
(4) Welfare and Pension											
Total Employee Benefits (1+2+3+4)											
(5) Equipment Costs											
(6) Service and Supply Costs											
(7) General and Administrative Costs											
(8) Profit											
Total Other Costs (5+6+7+8)											
TOTAL PRICE											
\$ 149,916.00											
\$ 3,576.00											
\$ 0.00											
\$ 19,120.00											
\$ 0.00											
\$ 22,696.00											
\$ 65,500.00											
\$ 50,050.00											
\$ 11,550.00											
\$ 23,832.00											
\$ 150,932.00											
\$ 323,544.00											

* All employees shown must be FULL-TIME employees of the Bidder, 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 proposal 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; 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 Bid.

Transit Systems Unlimited, Inc.
Name of Bidder

Maurice Sanchez
Signature
4 of 5

7/25/2023
Date

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: ACTON AND AGUA DULCE SHUTTLE SERVICE (BRC0000437)

PROPOSER: Transit Systems Unlimited, Inc.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Karnik Vartanian		12		12			12	36	1872	\$25.25	\$ 47,268.00
Alejandra Luna		8		8		8	8	40	2080	\$25.25	\$ 52,520.00
Supervisor		8		8		8	8	40	2080	\$27.00	\$ 56,160.00
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
Comments/Notes:											
**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE 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.											
Total Salaries											
(1) Vacations, Sick Leave, Holiday											
(2) Health Insurance											
(3) Payroll Taxes & Workers' Compensation											
(4) Welfare and Pension											
Total Employee Benefits (1+2+3+4)											
\$ 23,600.00											
(5) Equipment Costs											
\$ 71,800.00											
(6) Service and Supply Costs											
\$ 53,000.00											
(7) General and Administrative Costs											
\$ 12,392.00											
(8) Profit											
\$ 25,3680.00											
Total Other Costs (5+6+7+8)											
\$ 162,560.00											
TOTAL PRICE											
\$ 342,108.00											

* All employees shown must be FULL-TIME employees of the Bidder, 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 proposal 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; 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

Transit Systems Unlimited, Inc. _____
 Name of Bidder


 Signature
 5 OF 5
 7/25/2023
 Date

Quality Assurance

Transit Systems Unlimited, Inc.

8976 Laurel Canyon Blvd.

Sun Valley 91352

Phone 818-504-7270

Fax 818-504-6403

Quality Assurance Program

Transit Systems assures that the Acton and Agua Dulce Shuttle Service will be performed in accordance with the guidelines set forth in the RFP by LA County. Transit Systems will assure to meet or exceed all of the RFP's requirements and recommendations. No subcontractors will be used. We ensure that the delivery of all services outlined in the RFP and the scope of work will be completed in a timely manner and that services will be free of defects. We will achieve this by having 100 percent on time performance, proper preventative maintenance, a quality management and leadership, as well as trained, knowledgeable, professional operators to carry out the operation of the Acton and Agua Dulce Shuttle Service.

Our plan is to have the same staff running the operations as in the past. We will have the same set of drivers so that they will know the procedures and they will have a clear understanding of the route, stops, and what to do. The drivers will be paid an 8-hour minimum each day. In the event that the driver was to show up and the service is canceled, they will still receive the 8 hours. This incentive will make the drivers happier and more willing to work on this contract.

The on-time performance will be achieved by having the driver arrive to the yard 1.5 hours prior to the first pick up. This will allow proper bus check (pre-trip inspection) and proper travel time. The preventative maintenance will be achieved by doing bus inspections by mechanics and drivers prior to the bus departure from the yard. There will always be at least three people on duty when the driver signs on. The driver is met on the yard by a supervisor or a dispatcher, a mechanic, and a bus washer. These three key figures are there to help assist the driver with any problems or questions they may have. 99 percent of the time, the project manager will be on site, upstairs, to check the drivers' on-time performance at the yard for their sign on. We have an excellent management team that will lead our professional drivers through the contract to ensure success for the Transit Systems team.

The demand of the Acton and Agua Dulce Shuttle Service will be met by Transit Systems by consistently devoting our time and effort to make everything run smoothly.

Transit Systems agrees to provide services as described in the RFP for Acton and Agua Dulce Shuttle (2018-PA028) including but not limited to Exhibit A, Scope of Work.

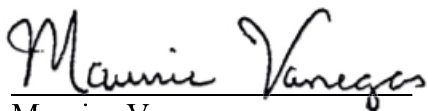
Transit Systems will furnish all utilities, storage facilities, equipment, maintenance, office staff, and drivers. We shall have working A/C and heaters on our buses as well as spare parts in the yard. We will create and save copies of our vehicle inspection reports. We shall report and keep record of any in-service breakdowns. We will provide all service route signs as needed or those provided by the LA County office. We will provide all communications equipment for the drivers, buses, and in the office to maintain communication at all times. We understand that we shall bill on a monthly basis. We shall collect fares and deduct them from the invoice that we send to the county. We will provide all personnel including office staff, managers, supervisors, mechanics, bus washers, and drivers.

Transit Systems will generate all route sheets, trip reports, vehicle usage reports, and bus inspection reports. We will create reports of any operational problems, passenger complaints, road calls, and accidents or incidents.

Transit Systems, currently, will continue to use our Controlled Substance and Alcohol Testing. We currently do pre-employment drug tests as well as periodic random Drug and Alcohol Tests for all drivers.

See the following attached for sample forms Transit Systems uses for the Acton and Agua Dulce Shuttle Service.

Sincerely,

A handwritten signature in cursive script that reads "Maurice Vanegas". The signature is written in black ink and is positioned above a horizontal line.

Maurice Vanegas

President

Transit Systems Unlimited, Inc.

VEHICLE INSPECTION REPORT TO BE DONE DAILY AT BEGINNING OF SHIFT

Bus Number _____
Drivers Name _____
Drivers Signature _____



Date _____
Mileage End _____
Mileage Start _____
Total Mileage _____

PRE TRIP INSPECTION

<input type="checkbox"/> Fluid Leaks Under Bus	<input type="checkbox"/> Parking Brake	<input type="checkbox"/> Windshield Wipers
<input type="checkbox"/> Loose Wires, Hoses & Belts	<input type="checkbox"/> Tires & Rims	<input type="checkbox"/> Drivers Seat Belt
<input type="checkbox"/> Oil, Coolant & Trans Fluid	<input type="checkbox"/> Axle & Lug Nuts	<input type="checkbox"/> Seats & Handrails
<input type="checkbox"/> All Gauges & Indicators	<input type="checkbox"/> Horn	<input type="checkbox"/> Cleanliness of Interior
<input type="checkbox"/> Brake Test Cut In/Cut Out	<input type="checkbox"/> Lights (Interior & Exterior)	<input type="checkbox"/> Registration & Certificates
<input type="checkbox"/> Static Brake Test (Bus Off)	<input type="checkbox"/> Mirrors	<input type="checkbox"/> Fire Extinguisher & Reflectors
<input type="checkbox"/> Air Loss (Applied)	<input type="checkbox"/> Doors & Door Interlock	<input type="checkbox"/> Wheelchair

**DEFECTS
(CHECK ONLY DEFECTIVE ITEMS)**

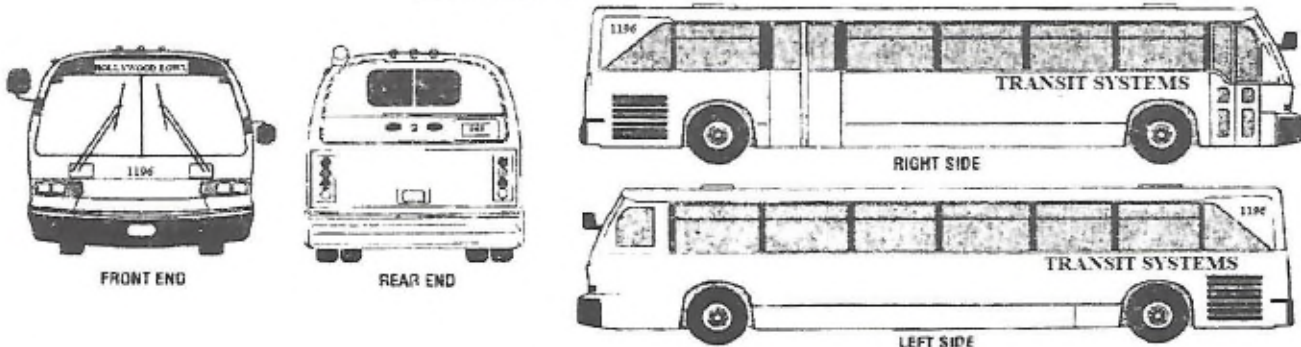
<u>ENGINE</u>	<u>LIGHTS</u>	<u>ELECTRICAL EQUIPMENT</u>
<input type="checkbox"/> Wont Start/Needs Jump	<input type="checkbox"/> Marker Lights	<input type="checkbox"/> Alternator/Starter
<input type="checkbox"/> Hot Engine/Water Leaks	<input type="checkbox"/> Headlights	<input type="checkbox"/> Turn Signals
<input type="checkbox"/> Low Oil/Oil Leaks	<input type="checkbox"/> Tail Lights	<input type="checkbox"/> Horn
<input type="checkbox"/> Starts Hard	<input type="checkbox"/> Reverse Lights	<input type="checkbox"/> Flashers
<input type="checkbox"/> No Power	<input type="checkbox"/> Interior Lights	<input type="checkbox"/> Destination Sign
<input type="checkbox"/> Smokes	<input type="checkbox"/> Drivers Light	<input type="checkbox"/> Monitor, DVD, Radio, Laptop
<input type="checkbox"/> Idles Rough/Vibration	<input type="checkbox"/> Do Not Shift Light Comes On	<input type="checkbox"/> PA Systems/Microphone
<input type="checkbox"/> Other (Explain)	<input type="checkbox"/> Wont Go Into Gear	<input type="checkbox"/> ENTRANCE/EXIT DOORS
<input type="checkbox"/> BRAKES	<input type="checkbox"/> Slips/Grinds/Lurches	<input type="checkbox"/> Slow
<input type="checkbox"/> Air Leak	<input type="checkbox"/> Excessive Noise	<input type="checkbox"/> Inoperative
<input type="checkbox"/> Soft	<input type="checkbox"/> Leaks	<input type="checkbox"/> Other (Explain)
<input type="checkbox"/> Pull to L/R	<input type="checkbox"/> AC & HEATING	<input type="checkbox"/> WHEELCHAIR LIFT
<input type="checkbox"/> Noisy	<input type="checkbox"/> Not Working	<input type="checkbox"/> Will Not Deploy
<input type="checkbox"/> Dragging	<input type="checkbox"/> Too Hot	<input type="checkbox"/> Will not Lower/Raise
<input type="checkbox"/> Smoking	<input type="checkbox"/> Defroster Defective	<input type="checkbox"/> No Restraint Down/Up
<input type="checkbox"/> Other (Explain)	<input type="checkbox"/> Drivers Blower	<input type="checkbox"/> Lift Will Not Fold To Park
<input type="checkbox"/> TIRES & WHEELS	<input type="checkbox"/> STEERING	<input type="checkbox"/> GRAFFITI (Note Location)
<input type="checkbox"/> Flat	<input type="checkbox"/> Hard/Binds	<input type="checkbox"/> Interior
<input type="checkbox"/> Embedded Object	<input type="checkbox"/> Shimmy	<input type="checkbox"/> Exterior
<input type="checkbox"/> Cut	<input type="checkbox"/> Excessive Play	<input type="checkbox"/> RETARDER
<input type="checkbox"/> Smooth/Cord	<input type="checkbox"/> Leaks	<input type="checkbox"/> Sticks On
<input type="checkbox"/> LF RF RRI RRO LRI LRO		<input type="checkbox"/> Retarder Inoperative

IMPORTANT: Help expedite repairs by providing necessary information regarding defects.

ABOVE DEFECTS NEED NOT BE CORRECTED FOR SAFE OPERATION OF VEHICLE
 ABOVE DEFECTS CORRECTED

MECHANICS SIGNATURE _____ DATE _____

NOTE ANY BODY DAMAGE OR GRAFFITI



DRIVER REVIEWING REPAIRS: SIGNATURE 57 DATE _____

DETACH ORIGINAL AND RETURN TO OFFICE

Invoice

Transit Systems Unlimited, Inc.
 8976 Laurel Canyon Blvd.
 Sun Valley, California 91352
 TCP - 7287 - B

Date of Booking	Time of Booking	Method of Booking	Invoice #
7/7/2023	4/30/22-8:00...	Contract	73855

Bill To


County of Los Angeles DPW - Acton&ADulce
 Attn: Fiscal Division Accounts Payable
 P.O. Box 7508
 Alhambra, CA 91802-7508



EVENT DATE	STARTING LOCATION
7/7/2023	Acton & Aqua Dulce Route
STARTING TIME	
8:00 A.M.	

ENDING TIME	PHONE/FAX	CONTACT PERSON	TERMS	E-MAIL ADDRESS
4:30 P.M.	626-458-3964	Jordan Catanese	Due on receipt	jcatanese@dpw.lacounty.go

DESTINATION	DESCRIPTION	QTY	RATE	AMOUNT
Acton -Aqua Dulce ...	Acton & Aqua Dulce Shuttle Service - Contract - 78867 Invoice for the Month of MAY 2023	1	6,869.00	6,869.00

Total # of Riders		EOSDTrak	Total	\$6,869.00
Thank you for your business. We strive to be punctual, attentive, and serviceable; we know that you have many options.			Payments/Credits	\$0.00
			Balance Due	\$6,869.00

Equipment

Transit Systems Unlimited, Inc.

8976 Laurel Canyon Blvd.

Sun Valley 91352

Phone 818-504-7270

Fax 818-504-6403

Equipment

It is Transit Systems understanding that we must demonstrate the capacity, experience, and know-how to perform the service required in this RFP. We understand that for this contract, we will provide all vehicles including: buses, service vehicles and emergency response vehicles that are ADA equipped. We also understand that it is our sole responsibility to maintain and upkeep the vehicles so they are ready for service at any time.

For the Acton and Agua Dulce Shuttle, we plan to have 3 CNG powered mini buses that meet the requirements of the RFP. I plan on purchasing more buses that will meet or exceed the minimum requirements set for in Exhibit I for the length of the contract including any optional years. The vehicles used for this contract will be in excellent condition and will be serviced and maintained each day, including cleaning exterior and interior, and making sure the bus is mechanically suitable for service that day. If that vehicle is not ready for service, then an equally adequate bus will be provided.

All buses are maintained regularly and have preventative maintenance done to them. All buses are free of graffiti and body damage as well as being cleaned thoroughly inside and out on a daily basis.

Transit Systems understands that it is our sole responsibility to provide all fuel, lubricants, repairs, tools, cleaning supplies, parts, shop supplies, labor, maintenance, all components needed to have the bus fully operational.

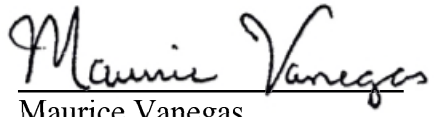
Transit Systems acknowledges that each vehicle is required to be inspected annually by the contract manager and or by the CHP.

All Transit Systems buses are air conditioned and have heaters for both cold and hot weather.

Spare parts are always available and stored on site in our storage containers at 8976 Laurel Canyon Blvd., Sun Valley, CA 91352.

Please see attached photographs of two types of buses that will be used for the Acton and Agua Dulce Shuttle Service.

Sincerely,

A handwritten signature in black ink that reads "Maurice Vanegas". The signature is written in a cursive style with a horizontal line underneath the name.

Maurice Vanegas

President

Transit Systems Unlimited, Inc.



Subcontractors

Transit Systems Unlimited, Inc.

8976 Laurel Canyon Blvd.

Sun Valley 91352

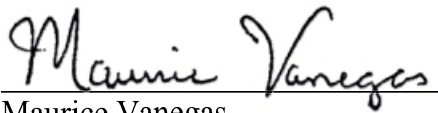
Phone 818-504-7270

Fax 818-504-6403

Subcontractors

Transit Systems does not plan to use any subcontractors for the Acton Agua Dulce Shuttle Service.

Sincerely,



Maurice Vanegas

President

Transit Systems Unlimited, Inc.

License and Certification



CLASS: B - Veh, No A & No MC
ENDORSEMENTS: P-Psgr
RESTRICTIONS: K/40-Self Certification-CDL Intra-state only
M42-May not operate Class A passenger vehicles
46-Must wear corrective lenses when driving commercially
E64-Class A/B-limited to vehicles with automatic transmission



This license is issued as a license to drive a motor vehicle; it does not establish eligibility for employment, voter registration, or public benefits.

Karik A. Vartanian
Rev 08/28/2011
LIC02059-55359-1630

Form 0254-0302 (04/15) 0254-0302 (04/15) 0254-0302 (04/15)

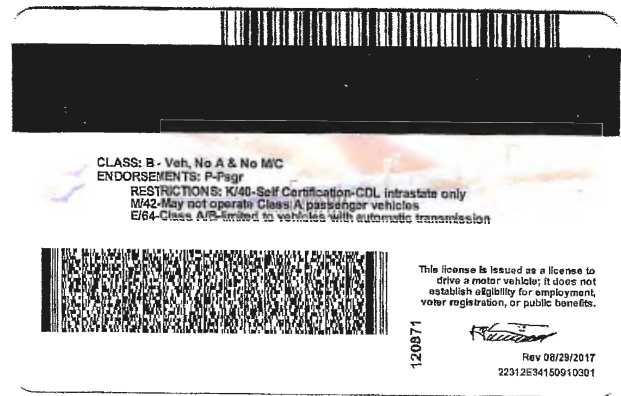
Medical Examiner's Certificate
This certificate is valid for 12 months from the date of issuance. It is not valid if the driver is under the influence of alcohol or drugs, or if the driver is under the influence of any substance that impairs the driver's ability to drive a motor vehicle. It is not valid if the driver is under the influence of any substance that impairs the driver's ability to drive a motor vehicle.

I certify that I have examined Last Name: Vartanian First Name: Karik to accordance with (please check only one):
 The Federal Motor Carrier Safety Regulations (49 CFR 391.41-391.49) and, with knowledge of the driving duties, I find this person is qualified, and, if applicable, only when (check other apply) on:
 The Federal Motor Carrier Safety Regulations (49 CFR 391.41-391.49) with any applicable State or volunteer (which will only be valid for interstate operations) and, with knowledge of the driving duties.
 (If the person is qualified, and, if applicable, only in the state of California.)
 Wearing corrective lenses Accompanied by a _____, when/where/when/where
 Wearing hearing aid Accompanied by a State Performance Evaluation (SPE) Certificate Driving within an exempt (operator zone) (49 CFR 391.41) (Federal)
 _____ Issued by approval of 25,314,331,313 (Federal)
 _____ _____

The information I have provided regarding this physical examination is true and complete. A complete Medical Examination Report Form, MCS-2572, with any attachments embodies my findings completely and correctly, as set on file in my office.

Medical Examiner's Signature: Dr. David Zarempac, M.D. Medical Examiner's Telephone Number: 818-768-8882 Date Certificate Signed: 11-12-21
 Medical Examiner's Name (please print or type): Dr. David Zarempac, M.D.
 Medical Examiner's State License, Certificate, or Registration Number: A54056 Issuing State: California National Registry Number: 2772860934

Driver's Signature: Karik Vartanian Driver's License Number: [REDACTED] Issuing State/Province: CA
 Driver's Address: [REDACTED] Commercial Applicant/Holder: Yes No



Form No. DM 368 (Rev. 01/2018) © 2018 DMV. Form Number 1657/2018

Medical Examiner's Certificate
DMV Form No. 368 (Rev. 01/2018)

I certify that I have examined Last Name: ALEJUNDA First Name: ALEJANDRA in accordance with (choose one and only one):

The Federal Motor Carrier Safety Regulations (49 CFR 391.41-41.25, 391.43 and with knowledge of the driving duties, if that person is qualified, and, if applicable, only when given a clearance by DMV.

The Federal Motor Carrier Safety Regulations (49 CFR 391.41-41.25, 391.43) with any applicable State variations (which will only be valid for interstate operations, with knowledge of the driving duties, if that person is qualified, and, if applicable, only as set forth on (check all that apply):

Hearing corrective lenses Accompanied by a _____ when/where/when on Driving within an exempt territory (see 49 CFR 391.43) District _____

Hearing hearing aid Accompanied by a DMV Examiner/Evaluation (DMV Exam) Fee Quoted by operation of 49 CFR 391.43 (Medical) _____

Grandfathered from State requirements (see) _____

The information I have provided regarding this physical examination is true and complete. A complete Medical Examination Report Form, MCSH-3075, with my attachments, enclosed in my findings complete and correct, and I so declare in my office.

Medical Examiner's Certificate Expiration Date: 02/01/2024

Medical Examiner's Signature: <u>[Signature]</u>	Medical Examiner's Telephone Number: _____	Date Certificate Signed: <u>01/07/2022</u>
Medical Examiner's Title (do not print or type): DMV Examiner	<input checked="" type="radio"/> MD <input type="radio"/> Physician Assistant <input type="radio"/> Advanced Practice Nurse	
Medical Examiner's State License, Certificate, or Registration Number: A31055	<input type="radio"/> DO <input type="radio"/> Chiropractor <input type="radio"/> Other (Practitioner License) _____	
	Issuing State: <u>California</u>	National Registry Number: <u>2772450934</u>

Driver's Signature: <u>[Signature]</u>	Driver's License Number: _____	Issuing State/Province: <u>California</u>
Driver's Address: Street Address: _____		CV/CDL Applicant's Address: <input type="radio"/> Yes <input type="radio"/> No

**This document contains sensitive information and is the property of the Department of Motor Vehicles. It is to be used only for the purpose of issuing a license and should not be used for any other purpose. If you have any questions, please call the Department of Motor Vehicles at (916) 227-3300. If you have any questions regarding this document, please call the Department of Motor Vehicles at (916) 227-3300.

516 SEP 2 8 2022

California USA **COMMERCIAL DRIVER LICENSE**

CLASS B

EXP **06/25/2028** END PS

LN **SOTELO**
FN **DESIREE GAYLE**

RSTR CORR LENS
29 E

SEX: F HAIR: BLK EYES: BRN
HGT: 5'-02" WGT: 190 lb
DD: 06/20/2023 ISS: 06/20/2023

CLASS: B - Veh, No A & No MC
ENDORSEMENTS: P-Psgr, S-SBus
RESTRICTIONS: 29-School bus certificate required to transport student
DESIGNATE: E/64-Class A/B-limited to vehicles with automatic transmission

This license is issued as a license to drive a motor vehicle; it does not establish eligibility for employment, voter registration, or public benefits.

062583

Rev 08/28/2017
23173E35819900301

Form MCSA-5876 DMV No. 2126-0068 Expiration Date 03/31/2023

Medical Examiner's Certificate
for Commercial Driver License (CDL)

I certify that I have examined Last Name: Sotelo First Name: Desiree in accordance with (please check only one):

the Federal Motor Carrier Safety Regulations (49 CFR 391.41-391.49) and with knowledge of the driving duties, I find this person is qualified, and, if applicable, only when (check all that apply) OR

the Federal Motor Carrier Safety Regulations (49 CFR 391.41-391.49) with any applicable State variances (which will only be valid for interstate operations), and, with knowledge of the driving duties, I find this person is qualified, and, if applicable, only when (check all that apply):

Wearing corrective lenses Accompanied by a _____ w/valves/exception Driving within an exempt Intracity zone (49 CFR 391.62) (Federal)
 Wearing hearing aid Accompanied by a Skill Performance Evaluation (SPE) Certificate Qualified by operation of 49 CFR 391.64 (Federal)
 Grandfathered from State requirements (State)

The information I have provided regarding this physical examination is true and complete. A complete Medical Examination Report Form, MCSA-5875, with any attachments, encloses my findings completely and correctly, and is on file in my office.

Medical Examiner's Certificate Expiration Date: 12-08-2024

Medical Examiner's Signature: [Signature] Telephone Number: 818-922-7755 Date Certificate Signed: 12-08-2022

Medical Examiner's Name (please print or type): ANTHONY SILVA DC
 MD Physician Assistant Advanced Practice Nurse
 DO Chiropractor Other Practitioner (specify): _____

Medical Examiner's State License, Certificate, or Registration Number: DC # 31428 Issuing State: CA National Registry Number: 2968-221264

Driver's Signature: [Signature] Driver's License Number: _____ Issuing State/Province: CA

Driver's Address: _____ Street Address: _____ CLP/CDL Applicant/Holder: Yes No

This document contains sensitive information and is for official use only. Improper handling of this information could negatively affect individuals. Handle and secure this information appropriately to prevent inadvertent disclosure by keeping this document under the control of authorized persons. Properly dispose of this document when no longer required to be maintained by regulatory requirements.

Rev 3/29/22

CALIFORNIA SPECIAL DRIVER CERTIFICATE

DATE OF BIRTH: _____ EXPIRES BIRTHDAY: _____ DRIVER LICENSE NO.: _____

TEMPORARY

FULL NAME: **DESIREE GAYLE SOTELO**

STREET NUMBER: _____

SIGNATURE OF LICENSEE: [Signature]

Valid only for the vehicles listed and when accompanied by an appropriate valid California driver license.

SCHOOL BUS - SPBS - FARM LABOR - YOUTH BUS - GPPV - VDDP

SIGNATURE OF EXAMINER/OFFICER: [Signature] BADGE NUMBER: **17491**

RESTRICTIONS: **-1-** APPLICATION DATE: **02-14-23** DATE ISSUED: **06-26-23**

DL 45 (REV. 10/2005)

TEMPORARY

Will become void 180 days from date of issuance as shown hereon.
12-26-2023
 Your regular certificate will be mailed to you by the DMV. If at the end of 180 days you have not received it, return to the CHP office where you made your application. Be sure to bring this Temporary Certificate with you.



National Institute for
**AUTOMOTIVE
 SERVICE
 EXCELLENCE**

Be it known that

MAURICE VANEGAS

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:

MEDIUM/HEAVY TRUCK TECHNICIAN

AREAS OF DEMONSTRATED ACHIEVEMENT

DIESEL ENGINES

** **

EXPIRES

JUNE 30, 2024

ASE-1046-6499

ASE IDENTIFICATION NUMBER

GIVEN THIS 15TH DAY OF FEBRUARY 2019, AT LEESBURG, VIRGINIA

Timothy A. Zilke

TIMOTHY A. ZILKE, President





National Institute for
**AUTOMOTIVE
SERVICE
EXCELLENCE**

Be it known that

MAURICE VANEGAS

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.

TRANSIT BUS TECHNICIAN

AREAS OF DEMONSTRATED ACHIEVEMENT

DIESEL ENGINES

** **

EXPIRES

JUNE 30, 2024

GIVEN THIS 15TH DAY OF FEBRUARY 2019, AT LEESBURG, VIRGINIA

ASE-1046-6499

ASE IDENTIFICATION NUMBER

Timothy A. Zilke
TIMOTHY A. ZILKE, President

esco institute

Program EPA Approved

December 28, 1993



EPA Certified

CERTIFICATE NO. 5599919960604

NAME: MAURICE VANEGAS

has been certified as a

TYPE I TYPE II

technician as required by 40CFR part 82 subpart F

Insurance

Transit Systems Unlimited, Inc.

8976 Laurel Canyon Blvd.

Sun Valley 91352

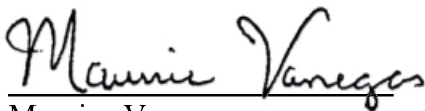
Phone 818-504-7270

Fax 818-504-6403

Insurance

Attached is a copy of the general insurance for Transit Systems Unlimited, Inc. Transit Systems' insurance is currently approved by the County of Los Angeles Public Works. Transit Systems will meet all insurance requirements for the Acton and Agua Dulce Shuttle Service before the award of the contract. Transit Systems will provide the correct proof of insurance for the contract that meets all the requirements set forth by the RFP for Contract 2018-PA028 and will maintain the insurance throughout the entire term of the contract, without interruption or break in coverage. In the next page, you will see a signed PW-15 Form, Proposer's Insurance Compliance Affirmation.

Sincerely,



Maurice Vanegas

President

Transit Systems Unlimited, Inc.

Record Keeping

Transit Systems Unlimited, Inc.

8976 Laurel Canyon Blvd.

Sun Valley 91352

Phone 818-504-7270

Fax 818-504-6403

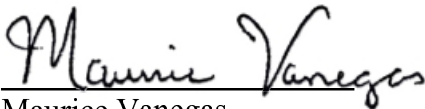
Record Keeping

Transit Systems is, and will continue to comply with any and all State and Federal labor regulations and record keeping requirements.

Transit Systems has a two-story office building located at 8976 Laurel Canyon Blvd., Sun Valley, CA 91352 with a workspace, state of the art computers, data entry system, drug testing data programs, and 45-Day Inspection Programs. There is plenty of space to store all the records. We store all driver records, driver hours of service, and proficiency records. We also store all maintenance records including 45-Day Inspections, maintenance, lubrication/PM Service, and repair records.

For more in-depth information regarding Transit Systems compliance, please see Form LW-9, Wage and Hour Record Keeping for Living Wage Contracts on the following pages of this proposal.

Sincerely,



Maurice Vanegas,

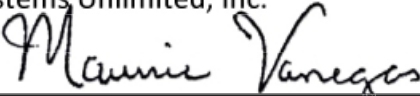
President

Transit Systems Unlimited, Inc.

Forms List

**DECLARATION
FOR
ACTON AND AGUA DULCE SHUTTLE SERVICE (BRC0000437)**

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN FORMS PW-1 THROUGH PW-16 AND FORMS LW-1 THROUGH LW-9 ARE TRUE AND CORRECT.

PRINT NAME: Maurice Vanegas	TITLE: President
PROPOSER'S NAME: Transit Systems Unlimited, Inc.	
SIGNATURE: 	DATE: 7/24/2023

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

PROPOSER NAME: Transit Systems Unlimited, Inc.	COUNTY WEBVEN NUMBER: 12241701
ADDRESS: 8976 Laurel Canyon Blvd, Sun Valley, CA 91352	
TELEPHONE NUMBER: (818) 504-7270	E-MAIL: info@transitsystems.biz
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER: 95-4319424	CALIFORNIA BUSINESS LICENSE NUMBER: TCP 7287-B

1	<p>Select the option that best defines your firm's business structure:</p> <p><input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Specify)</p>	<p>If Corporation or Limited Liability Company (LLC): Legal Name (as stated in Articles of Incorporation): <u>Transit Systems Unlimited, Inc.</u></p> <p>State of Incorporation: <u>CA</u></p> <p>Year of Incorporation: <u>1991</u></p> <p>If Limited Partnership or a Sole Proprietorship: Name of proprietor or managing partner: _____</p> <p>If other: Specify business structure name: _____</p>
2	<p>Is your firm doing business under one or more DBA's?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name: _____</p> <p>Country of Registration: _____</p> <p>Year became DBA: _____</p>
3	<p>Is your firm wholly/majority owned by, or a subsidiary of another firm?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>If yes, indicate name of Parent Firm and State of Incorporation.</p> <p>Name of Parent Firm: _____</p> <p>State of Incorporation or registration of parent firm: _____</p>
4	<p>Has your firm done business under other names within last five (5) years?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>If yes, indicate any other names and the year of name change.</p> <p>Name(s): _____ _____</p> <p>Year(s) of Name Change: _____ _____</p>

5	<p>List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".</p>	<p>NONE</p> <hr/> <hr/> <hr/>
6	<p>Is your firm involved in any pending acquisition or mergers?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>If yes, please provide additional information regarding the pending merger.</p> <hr/> <hr/> <hr/> <hr/>
7	<p>List all names and contact information of all individuals legally authorized to commit the Proposer.</p>	<p>Name: <u>Maurice Vanegas</u> Title: <u>President</u> Phone: <u>(818) 504-7270</u> Email: <u>mvanegas@transitsystems.biz</u></p> <p>Name: _____ Title: _____ Phone: _____ Email: _____</p> <p>Name: _____ Title: _____ Phone: _____ Email: _____</p>

**SCHEDULE OF PRICES
FOR**

ACTON AND AGUA DULCE SHUTTLE SERVICE (BRC0000437)

The undersigned Contractor offers to perform the work described in the Request For Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, fuel, equipment, and supplies unless stated otherwise in the Contract. 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 Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

Item	Description	Hourly Rate	Estimated Initial Term Hours	Price (Hourly Rate x Estimated Initial Term Hours)
1.	Rate for Contractor-Provided Service Vehicle	\$104.50/Hour	2,387	\$249,441.50
2.	Rate for County-Owned Service Vehicle ¹	\$104.50/Hour	265	\$27,692.50
ESTIMATED TOTAL INITIAL TERM HOURS			2,652	
TOTAL INITIAL TERM PROPOSED PRICE				<u>\$277,134.00</u>

LEGAL NAME OF PROPOSER Transit Systems Unlimited, Inc.		
PROPOSER'S ADDRESS: 8976 Laurel Canyon Blvd Sun Valley, CA 91352		
E-MAIL info@transitsystems.biz		
PHONE (818) 504-7270	MOBILE (818) 254-6780	DATE 7/24/2023

¹County-provided vehicles may be used in place of Contractor-provided vehicles in the future. At this time, it is estimated that County-provided vehicles may be used in place of Contractor-provided vehicles for 10% of the total annual hours.

**SCHEDULE OF PRICES
FOR**

ACTON AND AGUA DULCE SHUTTLE SERVICE (BRC0000437)

The undersigned Contractor offers to perform the work described in the Request For Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, fuel, equipment, and supplies unless stated otherwise in the Contract. 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 Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer 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 Contractor-Provided Service Vehicle	\$ 110.00/Hour	2,387	\$262,570.00
2.	Rate for County-Owned Service Vehicle ¹	\$ 110.00/Hour	265	\$29,150.00
ESTIMATED TOTAL ANNUAL HOURS			2,652	
TOTAL ANNUAL PROPOSED PRICE				<u>\$291,720.00</u>

LEGAL NAME OF PROPOSER Transit Systems Unlimited, Inc.		
PROPOSER'S ADDRESS: 8976 Laurel Canyon Blvd Sun Valley, CA 91352		
E-MAIL info@transitsystems.biz		
PHONE (818) 504-7270	MOBILE (818) 254-6780	DATE 7/24/2023

¹County-provided vehicles may be used in place of Contractor-provided vehicles in the future. At this time, it is estimated that County-provided vehicles may be used in place of Contractor-provided vehicles for 10% of the total annual hours.

**SCHEDULE OF PRICES
FOR**

ACTON AND AGUA DULCE SHUTTLE SERVICE (BRC0000437)

The undersigned Contractor offers to perform the work described in the Request For Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, fuel, equipment, and supplies unless stated otherwise in the Contract. 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 Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer 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 Contractor-Provided Service Vehicle	\$ 115.50/Hour	2,387	\$275,698.50
2.	Rate for County-Owned Service Vehicle ¹	\$ 115.50/Hour	265	\$30,607.50
ESTIMATED TOTAL ANNUAL HOURS			2,652	
TOTAL ANNUAL PROPOSED PRICE <u> \$306,306.00 </u>				

LEGAL NAME OF PROPOSER Transit Systems Unlimited, Inc.		
PROPOSER'S ADDRESS: 8976 Laurel Canyon Blvd Sun Valley, CA 91352		
E-MAIL info@transitsystems.biz		
PHONE (818) 504-7270	MOBILE (818) 254-6780	DATE 7/24/2023

¹County-provided vehicles may be used in place of Contractor-provided vehicles in the future. At this time, it is estimated that County-provided vehicles may be used in place of Contractor-provided vehicles for 10% of the total annual hours.

**SCHEDULE OF PRICES
FOR**

ACTON AND AGUA DULCE SHUTTLE SERVICE (BRC0000437)

The undersigned Contractor offers to perform the work described in the Request For Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, fuel, equipment, and supplies unless stated otherwise in the Contract. 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 Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer 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 Contractor-Provided Service Vehicle	\$ 122.00/Hour	2,387	\$291,214.00
2.	Rate for County-Owned Service Vehicle ¹	\$ 122.00/Hour	265	\$32,330.00
ESTIMATED TOTAL ANNUAL HOURS			2,652	
TOTAL ANNUAL PROPOSED PRICE				<u>\$323,544.00</u>

LEGAL NAME OF PROPOSER Transit Systems Unlimited, Inc.		
PROPOSER'S ADDRESS: 8976 Laurel Canyon Blvd Sun Valley, CA 91352		
E-MAIL info@transitsystems.biz		
PHONE (818) 504-7270	MOBILE (818) 254-6780	DATE 7/24/2023

¹County-provided vehicles may be used in place of Contractor-provided vehicles in the future. At this time, it is estimated that County-provided vehicles may be used in place of Contractor-provided vehicles for 10% of the total annual hours.

**SCHEDULE OF PRICES
FOR**

ACTON AND AGUA DULCE SHUTTLE SERVICE (BRC0000437)

The undersigned Contractor offers to perform the work described in the Request For Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, fuel, equipment, and supplies unless stated otherwise in the Contract. 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 Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer 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 Contractor-Provided Service Vehicle	\$129.00/Hour	2,387	\$307,923.00
2.	Rate for County-Owned Service Vehicle ¹	\$129.00/Hour	265	\$34,185.00
ESTIMATED TOTAL ANNUAL HOURS			2,652	
TOTAL ANNUAL PROPOSED PRICE				<u>\$342,108.00</u>

LEGAL NAME OF PROPOSER Transit Systems Unlimited, Inc.		
PROPOSER'S ADDRESS: 8976 Laurel Canyon Blvd Sun Valley, CA 91352		
E-MAIL info@transitsystems.biz		
PHONE (818) 504-7270	MOBILE (818) 254-6780	DATE 7/24/2023

¹County-provided vehicles may be used in place of Contractor-provided vehicles in the future. At this time, it is estimated that County-provided vehicles may be used in place of Contractor-provided vehicles for 10% of the total annual hours.

**SCHEDULE OF PRICES
FOR**

ACTON AND AGUA DULCE SHUTTLE SERVICE (BRC0000437)

The undersigned Contractor offers to perform the work described in the Request For Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, fuel, equipment, and supplies unless stated otherwise in the Contract. 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 Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

	TERMS	ANNUAL PRICE FOR EACH TERM
1	ACTON AND AGUA SHUTTLE SERVICE – INITIAL TERM	\$277,134.00
2	ACTON AND AGUA SHUTTLE SERVICE – OPTION YEAR 1	\$291,720.00
3	ACTON AND AGUA SHUTTLE SERVICE – OPTION YEAR 2	\$306,306.00
4	ACTON AND AGUA SHUTTLE SERVICE – OPTION YEAR 3	\$323,544.00
5	ACTON AND AGUA SHUTTLE SERVICE – OPTION YEAR 4	\$342,108.00
TOTAL PRICE FOR TERMS 1 THROUGH 5		\$1,540,812.00

LEGAL NAME OF PROPOSER Transit Systems Unlimited, Inc.		
PROPOSER'S ADDRESS: 8976 Laurel Canyon Blvd Sun Valley, CA 91352		
E-MAIL info@transitsystems.biz		
PHONE (818) 504-7270	MOBILE (818) 254-6780	DATE 7/24/2023

CERTIFICATION OF COMPLIANCE

Proposer certifies compliance with all programs, policies, and ordinances specified in exhibits listed below.

TITLE		REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	LACC 2.180	Certifies Compliance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2	Familiarity with the County Lobbyist Ordinance Certification	LACC 2.160	Certifies Compliance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3	Zero Tolerance Policy on Human Trafficking Certification	Motion	Certifies Compliance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4	Compliance with Fair Chance Employment Hiring Practices Certification	Board Policy 5.250	Certifies Compliance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5	Charitable Contributions Certification Enter the California Registry of Charitable Trusts "CT" number and upload a copy of firm's most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586 (if applicable) _____	Board Policy 5.065	Check the Certification below that is applicable to your company. <input checked="" type="checkbox"/> Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed. OR <input type="checkbox"/> Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed in this document and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts.
6	Attestation of Willingness to Consider Gain/Grow Participants	Board Policy 5.050	Certifies Compliance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Willing to provide GAIN/GROW participants access to employee mentoring program? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A-program not available
7	Contractor Employee Jury Service Program Certification Form & Application for Exception	LACC 2.203	Certifies Compliance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, identify exemption: <input type="checkbox"/> My business does not meet the definition of "contractor," as defined in the Program. <input type="checkbox"/> My business is a small business as defined in the Program. <input type="checkbox"/> My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.
8	Certification of Compliance with the County's Defaulted Property Tax Reduction Program	LACC 2.206	Certifies Compliance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, identify exemption: _____

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Acton and Agua Dulce Shuttle Service
 SERVICE BY PROPOSER Transit Systems Unlimited, Inc.
 PROPOSAL DATE: 7/24/2023

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2018	2019	2020	2021	2022	Total	Current Year to Date
1. Number of contracts.	164	176	74	74	168	656	97
2. Total dollar amount of Contracts (in thousands of dollars).	\$3,570	\$3,830	\$1,610	\$1,610	\$3,656	\$14,277	\$2,009
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	0	0	0	0	0	0	0
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	0	0	0	0	0	0	0
6. Number of lost workdays.	0	0	0	0	0	0	0

CONTRACTOR'S DRIVER SAFETY RECORD

The requested information must include all bus operations related work undertaken within the State of California by the Proposer and/or any partnership, joint venture, or corporation that any principal of the Proposer participates in as a principal or owner during the last five-calendar years. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual Proposer. Proposer may attach any additional information and/or explanation of the data, which the Proposer would like taken into consideration by the County in evaluating the Proposer's drivers' safety record. An explanation must be attached for circumstances surrounding any and all fatalities within the last five-calendar years.

The Proposer shall provide below its total number of Bus Revenue Service Miles, its total number of National Transit Database (NTD) reportable bus accidents and fires, and its total number of bus fatalities, if any, for each of the last five-calendar years. The NTD uses the following Federal Transportation Authority's definition of a reportable accident:

- a. Injuries requiring immediate medical attention.
- b. Property damage equal to or greater than \$7,500, including all damage (transit and nontransit) resulting from the accident.
- c. All nonarson fires that occur in a revenue service bus (operating in or out of revenue service).

Five-Calendar Years Prior to Current Year

	2018	2019	2020	2021	2022	Five-Year Average
1 Total Bus Revenue Miles	351,500	379,700	159,400	159,400	361,000	312,900
2 Total Number of NTD Reportable Accidents	0	0	0	0	0	
3 Total Number of Fatalities	0	0	0	0	0	
4 Rate of Accidents/100,000 Bus Revenue Miles	0	0	0	0	0	
5 Rate of Fatalities/100,000 Bus Revenue Miles	0	0	0	0	0	

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

Maurice Vanegas

Name of Proposer



Signature

8976 Laurel Canyon Blvd.

Address

TCP 7287-B

PUC Permit Number and Classification

Sun Valley 91352

City

(818) 504-7270

Telephone Number

Zip Code

REQUEST FOR PREFERENCE CONSIDERATION

INSTRUCTIONS: Proposers requesting preference consideration must complete and include this form in their proposal. Proposers may request consideration for one or more preference programs. **In order to qualify for preference, firm must be certified by the County of Los Angeles Department of Consumer and Business Affairs (DCBA). Please reference your Certification Letter issued by DCBA to determine Federal/Non-Federal preference eligibility.**

PREFERENCE NOT REQUESTED

OR

<input type="checkbox"/> PREFERENCE REQUESTED (SELECT ALL THAT APPLY)		
	Preference Program	Reference
<input type="checkbox"/>	Request for Local Small Business Enterprise (LSBE) Program Preference <input type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input type="checkbox"/> Certification for Federally Funded County Solicitations	<u>LACC 2.204</u>
<input type="checkbox"/>	Request for Social Enterprise (SE) Program Preference <input type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input type="checkbox"/> Certification for Federally Funded County Solicitations	<u>LACC 2.205</u>
<input type="checkbox"/>	Request for Disabled Veterans Business Enterprise (DVBE) Program Preference	<u>LACC 2.211</u>

Note: In no instance shall any of the listed preference programs price or scoring be combined with any other County program to exceed fifteen percent (15%) or \$150,000 in response to any county solicitation.

PROPOSER'S REFERENCE LIST

PROPOSER NAME: Transit Systems Unlimited, Inc.PROPOSED CONTRACT FOR: Acton and Agua Dulce Shuttle (BRC0000437)

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES**All contracts with the County during the previous three years must be listed.**

SERVICE: Summer Beach Bus	SERVICE DATES: 2008-Present
DEPT/ DISTRICT: LA County Department of Public Works	
CONTACT: Armine Hovsepyan	
TELEPHONE: (626) 458-3921	
FAX: (626) 979-5313	
E-MAIL: ahovsepyan@dwp.lacounty.gov	

SERVICE: Charter Bus Program	SERVICE DATES: 2002-Present
DEPT/DISTRICT: LA County Department of Public Works	
CONTACT: Yvonne Guillen / Peigi Chiao	
TELEPHONE: (626) 524-287	
FAX: (626) 979-5313	
E-MAIL: yguillen@dpw.lacounty.gov pchiao@dpw.lacounty.gov	

SERVICE: Hollywood Bowl P&R	SERVICE DATES: 2001-Present
DEPT/ DISTRICT: LA County Department of Public Works	
CONTACT: Sandra Perez	
TELEPHONE: (626) 459-3655	
FAX: (626) 979-5359	
E-MAIL: saperez@dwp.lacounty.gov	

SERVICE: Charter Bus Program	SERVICE DATES: 1998-Present
DEPT/DISTRICT: Los Angeles Department of Transportation	
CONTACT: Laura Downing	
TELEPHONE: (213) 928-9774	
FAX: (213) 580-5459	
E-MAIL: laura.downing@lacity.org	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Hollywood Bowl Shuttle	SERVICE DATES: 2001-Present
AGENCY/ FIRM: Hollywood Bowl / LA Philharmonic	
ADDRESS: 2301 N Highland Ave, Los Angeles, CA 90068	
CONTACT: Mark Ladd	
TELEPHONE: (323) 850-2060	
FAX: (323) 851-5617	
E-MAIL: mladd@laphil.org	

SERVICE: Charter/Shuttle	SERVICE DATES: 1999-Present
AGENCY/ FIRM: John Blanchard Co.	
ADDRESS: 1613 Chelsea Rd, San Marino, CA 91108	
CONTACT: John Blanchard	
TELEPHONE: (626) 300-8900	
FAX: (626) 576-0117	
E-MAIL: johnblanchard@johnblanchard.org	

SERVICE: Charter Bus	SERVICE DATES: 1995-Present
AGENCY/ FIRM: California State University, Northridge	
ADDRESS: 18111 Nordhoff St, Northridge, CA 91330	
CONTACT: theresa Hadden	
TELEPHONE: (818) 677-2393	
FAX: (818) 677-4596	
E-MAIL: theresa.hadden@csun.edu	

SERVICE: Charter / School Bus	SERVICE DATES: 1995-Present
AGENCY/ FIRM: Viewpoint Educational School	
ADDRESS: 29620 Mulholland Hwy, Calabasas, CA 91382	
CONTACT: Nicki Thompson	
TELEPHONE: (818) 591-8540	
FAX: (818) 223-8728	
E-MAIL: nthompson@viewpoint.org	

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name Transit Systems Unlimited, Inc.
Address 8976 Laurel Canyon Blvd, Sun Valley, CA 91352
Internal Revenue Service Employer Identification Number 95-4319424

In accordance with Los Angeles County Code, Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all antidiscrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	The proposer periodically conducts a self-analysis or utilization analysis of its work force.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

FORM PW-8

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	NO SUBCONTRACTORS WILL BE USED FOR THIS CONTRACT							
2								
3								
4								
5								
6								
7								
8								
9								
10								

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/ LGTQQBE</u>	<u>PERCENTAGE OF BASE PRICE PROPOSAL</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

PROPOSER'S DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS

Proposer's Name: Transit Systems Unlimited , Inc.

1. DEBARMENT HISTORY (Check one)	YES	NO
Proposer is currently debarred by a public entity		x
If yes, please provide the name of the public entity:		
2. LIST OF TERMINATED CONTRACTS (Check one)	YES	NO
Proposer has contracts that have been terminated in the past three (3) years.		x

If yes, please list all contracts that have been terminated prior to expiration within the last three (3) years.

Service: _____ Name of Entity: _____
 Address: _____
 Contact: _____ Telephone: _____
 Email: _____
 Termination Date: _____ Name/Contract No: _____
 Reason for Termination: _____

Service: _____ Name of Entity: _____
 Address: _____
 Contact: _____ Telephone: _____
 Email: _____
 Termination Date: _____ Name/Contract No: _____
 Reason for Termination: _____

Service: _____ Name of Entity: _____
 Address: _____
 Contact: _____ Telephone: _____
 Email: _____
 Termination Date: _____ Name/Contract No: _____
 Reason for Termination: _____

Service: _____ Name of Entity: _____
 Address: _____
 Contact: _____ Telephone: _____
 Email: _____
 Termination Date: _____ Name/Contract No: _____
 Reason for Termination: _____

Instructions for Completing Form PW-10

The County seeks diverse broad-based participation in its contracting and strongly encourages participation by CBEs. Complete all fields listed on form. Where a field requests number or total indicate response using numerical digits only.

Section 1: FIRM/ORGANIZATION INFORMATION	
Total Number of Employees in California	Using numerical digits, enter the total number of individuals employed by the firm in the state of California.
Total Number of Employees (including owners)	Using numerical digits, enter the total number of individuals employed by the firm regardless of location.
Race/Ethnic Composition of Firm Table	Using numerical digits, enter the make-up of Owners/Partners/Associate Partners and percentage of how ownership of the firm is distributed into the Race/Ethnic Composition categories listed in the table. Final number must total 100%.

Section 2: CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE
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.

Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

TITLE	REFERENCE																																							
1 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.																																							
Total Number of Employees in California:	54																																							
Total Number of Employees (including owners):	25 Full Time / 30 Part Time																																							
Race/Ethnic Composition of Firm. Enter the make-up of Owners/Partners/Associate Partners into the following categories:																																								
Race/Ethnic Composition	<table border="1"> <thead> <tr> <th rowspan="2">Race/Ethnic Composition</th> <th colspan="2">Owners/Partners/Associate Partners</th> <th colspan="2">Percentage of how ownership of the firm is distributed</th> </tr> <tr> <th>Male</th> <th>Female</th> <th>Male</th> <th>Female</th> </tr> </thead> <tbody> <tr> <td>Black/African American</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Hispanic/Latino</td> <td>1</td> <td></td> <td>100</td> <td></td> </tr> <tr> <td>Asian or Pacific Islander</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>American Indian</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Filipino</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>White</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Race/Ethnic Composition	Owners/Partners/Associate Partners		Percentage of how ownership of the firm is distributed		Male	Female	Male	Female	Black/African American					Hispanic/Latino	1		100		Asian or Pacific Islander					American Indian					Filipino					White				
Race/Ethnic Composition	Owners/Partners/Associate Partners		Percentage of how ownership of the firm is distributed																																					
	Male	Female	Male	Female																																				
Black/African American																																								
Hispanic/Latino	1		100																																					
Asian or Pacific Islander																																								
American Indian																																								
Filipino																																								
White																																								

TITLE	REFERENCE
2 CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE	If your firm is currently certified as a minority, women, disadvantaged, disabled veteran or lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprise by a public agency, complete the following.
Agency Name	<input checked="" type="checkbox"/> Women <input type="checkbox"/> Minority <input type="checkbox"/> Disadvantaged <input type="checkbox"/> Disabled Veteran <input type="checkbox"/> LGBTQQ
	Check if not applicable

SOLICITATION REQUIREMENTS REVIEW (SRR) REQUEST

Proposers requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document

Proposer Name:	Date of Request:
Solicitation Title:	Solicitation No.:

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Requirements**
- Application of **Evaluation Criteria (not applicable to IFB)**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses from prospective proposer

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach supporting documentation and specify the underlying authority of the person or entity submitting a proposal/bid (e.g., letterhead, business card, etc.).)*

Request submitted by:

(Name)

(Title)

For County use only

Date SRR Request Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: Transit Systems Unlimited, Inc.

Proposer and/or principals are **not** currently involved in any pending litigation; are not aware of any threatened litigation where they would be a party; and have not had any judgments entered against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments entered against them within the last five years as of the date of proposal submission.

A. Pending Litigation Threatened Litigation Judgment (check one)

1. Against Proposer; Principal; Both (check as appropriate)
2. Name of Litigation/Judgment: _____
3. Case Number: _____
4. Court of Jurisdiction: _____
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

B. Pending Litigation Threatened Litigation Judgment (check one)

1. Against Proposer; Principal; Both (check as appropriate)
2. Name of Litigation/Judgment: _____
3. Case Number: _____
4. Court of Jurisdiction: _____
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

ACTON AND AGUA DULCE SHUTTLE SERVICE (BRC0000437)

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

Transit Systems Unlimited, Inc.

Proposer's Name

8976 Laurel Canyon Blvd, Sun Valley, CA 91352

Address

- If awarded the contract: Proposer will comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements, of this Request for Proposals, and Proposer will procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5, throughout the entire term of the proposed contract, without interruption or break in coverage.**

- If you check this box, your proposal will be determined nonresponsive and your proposal will be disqualified. Proposer will not comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements, of this Request for Proposals, and Proposer will not procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5, throughout the entire term of the proposed contract, without interruption or break in coverage.**

**PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP FOR
ACTON AND AGUA DULCE SHUTTLE SERVICE
(BRC0000437)**

PROPOSER MUST CHECK A BOX IN EVERY SECTION

Important Note: The information on this form is subject to verification and may not be used for scoring purposes.

Completing this form by itself without including a detailed narrative/resume in your Proposal to support the minimum mandatory requirements of this RFP, any inconsistencies or inaccuracy in the information provided on this form, and/or your Proposal, may subject your Proposal to disqualification or other actions, at the sole discretion of the County.

At the time of Proposal submission, Proposer must meet the following minimum requirements:

1. Proposer 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 services agency(ies):
 - Three years of experience with alternative fueled vehicles either compressed natural gas-powered or propane-powered, 25 feet or longer cutaway buses and/or transit buses. **Subcontracting is not allowed to meet this requirement.**
- Yes. Proposer meets the experience requirement stated above. (In addition to responding on this form, please provide a detailed narrative in your Proposal to support this minimum mandatory requirement).

Name of Service	Acton and Agua Dulce Shuttle Service
Number of Years of Experience Providing Above Service	11 Years (July 2012 - Present)
Make of Vehicle	Ford
Model of Vehicle	E-450
Size/Length of Vehicle	25 Feet. 20 Passenger Mini Bus
Fuel Type	CNG

<p>Description of Services/Experience</p> <p>Please provide a detailed narrative of Proposer's experience in your RFP to validate this minimum mandatory requirement.</p>	<p>Transit Systems is the current contract holders for the County of Los Angeles Public Works for Lines 1-7 and the Acton and Agua Dulce Shuttle. This past summer, we operated the Altadena, Antelope Valley, Charter Oak, East LA, LA Crescenta, Santa Clarita, and Topanga Beach Bus Shuttle Lines. We have worked on LA County's Shuttle Programs since 2003.</p>
<p>Page Number*</p>	

*List the page number in the proposal containing the resume/experience. (Please use additional pages if needed)

No. Proposer does not meet the experience requirement stated above. By checking this box, your Proposal will be immediately disqualified as nonresponsive.

2. Proposer'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:

- Three years of experience with alternative fueled vehicles either compressed natural gas-powered or propane-powered, 25 feet or longer cutaway buses and/or transit buses. **Subcontracting is not allowed to meet this requirement.**

Yes. Proposer's Project Manager does meet the experience requirement stated above. (In addition to responding on this form, please provide a detailed narrative in your Proposal to support this minimum mandatory requirement).

<p>Name of Employee</p>	<p>Maurice Vanegas</p>
<p>Number of Years of Experience Providing Above Service</p>	<p>11 Years (July 2012 - Present)</p>
<p>Make of Vehicle</p>	<p>Ford</p>
<p>Model of Vehicle</p>	<p>E-450</p>
<p>Size/Length of Vehicle</p>	<p>20 Passenger Mini Bus / 25 Feet</p>
<p>Fuel Type</p>	<p>CNG</p>

<p>Description of Services/Experience</p> <p>Please provide a detailed narrative to support the number of years and description of service to validate this minimum mandatory requirement.</p>	<p>Transit Systems is the current contract holders for the County of Los Angeles Public Works for Lines 1-7 and the Acton and Agua Dulce Shuttle. This past summer, we operated the Altadena, Antelope Valley, Charter Oak, East LA, LA Crescenta, Santa Clarita, and Topanga Beach Bus Shuttle Lines. We have worked on LA County's Shuttle Programs since 2003.</p>
<p>Page Number*</p>	

*List the page number in the proposal containing the resume/experience. (Please use additional pages if needed)

No. Proposer's Project Manager does not meet the experience requirement stated above. By checking this box, your Proposal will be immediately disqualified as nonresponsive.

3. Proposer or its subcontractor's maintenance manager must have the following minimum number of years of experience maintaining a similar fleet of transit vehicles:

- Three years of experience with alternative fueled vehicles either compressed natural gas-powered or propane-powered, 25 feet or longer cutaway buses and/or transit buses.

Yes. Proposer or its **subcontractor's Maintenance Manager** does meet the experience requirement stated above. (In addition to responding on this form, please provide a detailed narrative in your Proposal to support this minimum mandatory requirement).

<p>Name of Employee</p>	<p>Name: <u>Maurice Vanegas</u></p> <p>Proposer <input checked="" type="checkbox"/> / Subcontractor _____ (check one)</p>
<p>Number of Years of Experience Providing Above Service</p>	<p>30 Years</p>
<p>Make of Vehicle Serviced</p>	<p>MCI, Ford, Nabi, New Flyer</p>
<p>Model of Vehicle Serviced</p>	<p>J4500, E-450, LFW</p>
<p>Size/Length of Vehicle Serviced</p>	<p>40-45 Feet Motor Coaches, 20-25 Feet Mini Buses, 40 Feet Transits</p>
<p>Fuel Type of Vehicle Serviced</p>	<p>Diesel and CNG</p>

<p>Description of Services/Experience</p> <p>Please provide a detailed narrative to support the number of years and description of service to validate this minimum mandatory requirement.</p>	<p>Conduct thorough diagnostics and repairs on a wide range of buses and ensuring efficient and safe operation. Perform routine maintenance tasks such as oil changes, brake inspections, and tire rotations, consistently adhering to manufacturer guidelines. Expertly handle complex engine repairs, including diagnosing issues, replacing faulty components, and tuning engines for optimal performance. Skilled in troubleshooting electrical systems, utilizing advanced diagnostic tools to identify and resolve electrical malfunctions effectively.</p>
<p>Page Number*</p>	

*List the page number in the proposal containing the resume/experience. (Please use additional pages if needed)

- No. Proposer or its subcontractor's Maintenance Manager does not meet the experience requirement as stated above. By checking this box, your Proposal will be immediately disqualified as nonresponsive.

4. 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 3 years by a governmental agency. **Subcontracting is not allowed to meet this requirement.**

- Yes. Proposer does meet the minimum mandatory requirement stated above and has received a "**Satisfactory**" rating on the CHP's Safety Compliance Inspections (or passed all reinspections) of the Proposer's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections.
- Proposer has received an "**Unsatisfactory**" rating on the CHP's Safety Compliance Inspections of the Proposer's maintenance facilities or terminals to be used for the proposed contract for the 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 RFP.
- Proposer has not performed services in California; the Proposer has provided copies of a similar vehicle, maintenance facilities or terminals inspection for the prior 3 years by a governmental agency
- No. Proposer 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 Proposer will have failed this criteria. By checking this box, your Proposal will be immediately disqualified as nonresponsive.

5. Proposer's vehicle(s) must meet or exceed the service vehicle requirements as set forth in Exhibit I, Contractor-Provided Service Vehicles Requirements. If the proposer does not meet the service vehicle(s) requirements at the time of submission, but fully intends to comply if awarded the contract, the proposer must provide an affirmative statement that upon start of the contract, the service vehicle(s) will comply with Exhibit I, Contractor-Provided Service Vehicle Requirements.

Yes. Proposer does meet the Exhibit I, Contractor-Provided Service Vehicle Requirements stated above. (In addition to responding on this form, please provide a detailed narrative in your Proposal to support this minimum mandatory requirement).

Proposer does not meet the Exhibit I, Contractor-Provided Service Vehicle Requirements stated above at present, but fully intends to comply if awarded the contract. The Proposer will comply with the service vehicle requirements set forth in this RFP. (This commitment is evident by Proposer's detailed plan which describes when and how the Proposer plans to meet the minimum required contractor vehicle requirements submitted in the RFP.)

No. Proposer does not meet the Exhibit I, Contractor-Provided Service Vehicle Requirements stated above and does not intend to comply. By checking this box, your Proposal will be immediately disqualified as nonresponsive.

6. Proposer has submitted copies of its employees' valid State of California Department of Motor Vehicles Class B (with "P" endorsement) commercial driver's licenses, as well as any other required licenses or endorsements required by Federal, State, and local regulations. If the proposer does not meet the commercial driver's licenses requirement for each employee providing services under the contract at the time of submission, but fully intends to comply if awarded the contract, the proposer must provide an affirmative statement that upon the start of the contract the proposer will comply with this requirement. **Subcontracting is not allowed to meet this requirement.**

Yes. Proposer submitted copies of its 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 Proposal and provide the names of the staff assigned to this Contract and indicate type of certification they possess to support this minimum mandatory requirement).

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)
Karnik Vartanian	B	Yes
Alejandra Luna	B	Yes
Desiree Sotelo	B	Yes

- Proposer does not meet the commercial driver's licenses requirement stated above at present, but fully intends to comply, if awarded the contract.
- No. Proposer did not submit copies of the Proposer's employees' valid State of California Department of Motor Vehicles (DMV) Class B (with "P" endorsement) commercial driver's licenses as well as any other required licenses or endorsements required by Federal, State, and local regulations. By checking this box, your Proposal will be immediately disqualified as nonresponsive.

7. Proposer or its subcontractor must submit copies of all National Institute for Automotive Service Excellence (ASE) certification in H-4 ASE Transit Bus Brake Test for all maintenance personnel identified; or proposer must submit an affirmative statement that all of proposer's maintenance personnel assigned to this contract, within 12 months of the date of hire or the start of the contract, whichever occurs last, will obtain ASE certification in the H-4 ASE Transit Bus Brakes Test.

- Yes. Proposer or its Subcontractor 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.

Mechanics with ASE Certifications		
Employee Name	Types of Certification (List multiple, if applicable)	Directly Employed by the Contractor (Yes or No)
Maurice Vanegas	ASE-1046-6499	Yes

- Proposer or its Subcontractor does not currently employ personnel that meet the requirement, however, Proposer's maintenance personnel assigned to this Contract, within 12 months of the date of hire or the start of the contract, whichever occurs last, will obtain ASE certification in the H4 ASE Transit Bus Brakes Test.

Complete the chart below. List all mechanics staff assigned to this Contract.

Mechanics Assigned to this Contract	
Employee Name	Types of Certification (List multiple, if applicable)
Maurice Vanegas	ASE-1046-6499

No. Proposer or its Subcontractor's mechanics 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 Proposal will be immediately disqualified as nonresponsive.

8. Proposer or its subcontractor must submit proof of Section 609 of the Clean Air Act: Motor Vehicle Air Conditioning certification from an EPA-approved program or the equivalent ASE Refrigeration Recovery and Recycling Program certification for at least one member of their maintenance personnel identified in Form PW-15.

Yes. Proposer or its Subcontractor 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
Maurice Vanegas	ESCO Institute (#5599919960604)

No. Proposer or its Subcontractor's mechanic staff does not meet the certification/licensing requirement stated above. By checking this box, your Proposal will be immediately disqualified as nonresponsive.

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.

LOS ANGELES COUNTY CODE

Title 2 ADMINISTRATION

Chapter 2.201 Living Wage Program

2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.20 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this Chapter unless inconsistent with the following definitions:

- A. "County" includes the County of Los Angeles, any County officer or body, any County department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full- or part-time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the County:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this Chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this Chapter as a "cafeteria services contract," and
 - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
 - 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer, but in no event less than 35 hours worked per week.
- E. "Part time" means less than 40 hours worked per week, unless a lesser number is a recognized

industry standard and is approved as such by the Chief Executive Officer.

- F. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq., of this code, entitled Contracting with Private Business. (Ord. 2015-0061 § 1, 2015: Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.30 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter. It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

2.201.040 Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the County of no less than the hourly rate set under this Chapter or in Title 8—Consumer Protection, Business and Wage Regulations, commencing with Section 8.100.010, whichever is higher. The rate shall be as follows:

1. On March 1, 2016, and thereafter the rate shall be \$13.25 per hour;
2. On January 1, 2017, and thereafter the rate shall be \$14.25 per hour;
3. On January 1, 2018, and thereafter the rate shall be \$15.00 per hour;
4. On January 1, 2019, and thereafter the rate shall be \$ 15.79 per hour;
5. Beginning January 1, 2020, and thereafter the living wage rate shall increase annually based on the average Consumer Price Index for Urban Wage Earners and Clerical Works (CPI-W) for the Los Angeles metropolitan area (Los Angeles-Riverside-Orange County, CA), which is published by the Bureau of Labor Statistics of the United States Department of Labor.

- B. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A of this Section, above for future contracts. Any adjustments to the living wage rate specified in subsection A that are adopted by the Board of Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments. (Ord. 2015-0061 § 2, 2015: Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of County Counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department shall issue written

instructions on the implementation and ongoing administration of this Chapter. Such instructions may provide for the delegation of functions to other County departments.

- D. **Compliance Certification.** An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and provide other information deemed relevant to the enforcement of this Chapter by the County. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive Officer shall report annually to the Board of Supervisors on contractor compliance with the provisions of this Chapter.
- E. **Contractor Standards.** An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 2015-0061 § 3, 2015: Ord. 2011-0066 § 3, 2011: Ord. 99-0048 § 1 (part), 1999.)

2.201.60 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.70 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
 - 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 - 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 - 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
 - 1. Has been convicted of a crime related to the job or his or her job performance; or
 - 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.80 Enforcement and Remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
 - 1. Assess liquidated damages as provided in the contract; and/or
 - 2. Recommend to the board of supervisors the termination of the contract; and/or
 - 3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code. (Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

- A. Other Laws. This Chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this Chapter shall be superseded by a collective bargaining agreement that expressly so provides. (Ord. 2015-0061 § 4, 2015: Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 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. 99-0048 § 1 (part), 1999.)

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 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:		
Company Address:		
City:	State:	Zip Code:
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 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 or intends to enter into a bona fide Collective Bargaining Agreement (*attach agreement*); **AND**
 - the Collective Bargaining Agreement expressly provides that it supersedes all 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):

Living Wage Rate Annual Adjustments

The Living Wage Ordinance is applicable to Proposition A and cafeteria services contracts. Employers shall pay employees a Living Wage for their services provided to the County of no less than the hourly rates and effective dates as follows:

Effective Date	Hourly Rate
January 1, 2021	\$16.62
January 1, 2022	\$17.14
January 1, 2023	\$18.49
January 1, 2024	CPI

Effective January 1, 2020, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

The Chief Executive Office will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, and every year thereafter.

This form is intentionally removed

This form is intentionally removed

GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

DEDUCTION CATEGORIES	RANGE OF DEDUCTION (Deduction is taken from Proposer's Final Evaluation Score)
<p style="text-align: center;">MAJOR</p> <p>County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*</p>	<p style="text-align: center;">6 - 10%</p> <p>Consider investigating a finding of proposer non-responsibility**</p>
<p style="text-align: center;">MINOR</p> <p>County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.*</p>	<p style="text-align: center;">1 - 5%</p>
<p style="text-align: center;">NONE</p> <p>County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.*</p>	<p style="text-align: center;">0</p>

Assessment Criteria

* A "Labor Law/Payroll Violation" includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a proposer's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the proposal due date.

The assessment and determination of whether a violation is major, minor, or non-existent ("none") and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- Health and/or safety impact
- Number of occurrences
- Identified patterns in occurrences
- Dollar amount of lost/delayed wages
- Assessment of any fines and/or penalties by public entities
- Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

** [County Code Title 2, Chapter 2.202.030](#) sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.

Instructions for PW-2, Schedule of Prices and LW-8, Cost Methodology

The Contract's terms and the anniversary of the Living Wage rate increases are not the same dates. For example, the Contract may start from July 1, 2022, and will end June 30, 2023, which covers two different rates of Living Wage.

This means in the same Contract term, for example, the first option term, contractor must adhere to two different rates of Living Wage. Each Contract term has its own Form PW-2 and Form LW-8.

Important: CONTRACTOR IS RESPONSIBLE TO PAY THE REQUIRED MINIMUM LIVING WAGE RATE FOR EACH YEAR REGARDLESS IF THE RATES LISTED ON FORM LW-8s ARE LOWER.

HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE 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.

Effective Date	Hourly Rate
January 1, 2021	\$16.62
January 1, 2022	\$17.14
January 1, 2023	\$18.49
January 1, 2024	Previous Year + CPI
January 1, 2025	Previous Year + CPI

For example, contractor's term cover from July 1, 2022, to December 31, 2022, the Living Wage rate is \$17.14 and from January 1, 2023, to June 30, 2023, the Living Wage rate is \$17.14+CPI; therefore, the Contractor's LW-8 for this period must be \$17.14+CPI or higher or Contractor's LW-8 clearly shows the two rates during those periods.

Each Contract term proposed prices indicated in Form PW-2, Schedule of Prices, must be equal to each Form LW-8.

[INSERT COST METHODOLOGY FORM HERE]

**WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS
ACTON AND AGUA DULCE SHUTTLE SERVICE (BRC0000437)**

INSTRUCTIONS

The contractor selected through this RFP process will be required to comply with State and Federal labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes.

Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in this questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach an actual sample copy of timesheet, paycheck, and pay stub.

**ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.
IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.**

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
----------	--

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>1. TRACKING HOURS WORKED</p> <p>1.1. How does the Proposer track employee hours actually worked?</p> <p>1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?</p> <p>1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?</p>	<p>1.1 Each employee is responsible for tracking their own hours worked on a time sheet provided by Transit Systems Unlimited, Inc.</p> <p>1.2 Each employee reports to the Sun Valley yard where the driver will pick up their bus before they depart for the Acton and Agua Dulce Shuttle.</p> <p>1.3 The employee's start time is set to an hour and a half before the pick up time of their scheduled trip or route. All employees are reminded of their schedules on a daily basis by our scheduling department.</p>
<p>2. REPORTING TIME</p> <p>How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?</p>	<p style="text-align: center;">1 of 6</p> <p>Personnel is always present at our Sun Valley yard to check in and dispatch drivers on a daily basis.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>3. RECORDS OF ACTUAL TIME WORKED</p> <p>3.1. What records are created to document the beginning and ending times of employee's actual work shifts?</p> <p>3.2. What records are maintained by the Proposer of actual time worked?</p> <p>3.3. Are the records maintained daily or at another interval (indicate the interval)?</p> <p>3.4. Who creates these records (e.g., employee, supervisor, or office staff)?</p> <p>3.5. Who checks the records, and what are they checking for?</p> <p>3.6. What happens to these records?</p> <p>3.7. Are they used as a source document to create Proposer's payroll?</p> <p>3.8. <u>ATTACH ACTUAL COPIES OF THESE RECORDS (Please blank out any personal information).</u></p>	<p>3.1 Each employee is responsible to keep record of days and hours worked. Each employee records their own start and ending time on a time sheet provided by Transit Systems, which must be turned in at the end of each pay period.</p> <p>3.2 Dispatch maintains an updated schedule file in which all start and end times are recorded and compared to employee's times sheet at the end of each pay period.</p> <p>3.3 Records are maintained daily and reviewed at the end of each pay period by the Operations Manager/Payroll staff.</p> <p>3.4 Each employee is responsible of keeping track of days and hours worked for each pay period.</p> <p>3.5 Records are checked by the Operations Manager/Payroll Staff to ensure all State Labor Laws, DOT Regulations, and DMV Driving Restrictions are being followed. They are also checked to validate payroll hours for each pay period.</p> <p>3.6 Records are stored in a secured location, clearly labeled at 8976 Laurel Canyon Blvd, Sun Valley, CA 91352 for a minimum of three years.</p> <p>3.7 Yes, time sheets turned in by drivers each pay period are used to calculate payroll.</p> <p>3.8 See attached sheets.</p>

Transit Systems Unlimited, Inc.

8976 Laurel Canyon Boulevard

Sun Valley, California 91352

Phone: (818) 504-7270 Fax: (818) 504-6403

Toll Free: (866) BUSES GO (866) 287-3746

TIMESHEET

Employee Name: _____

Pay Period: 5/16/2023 to 5/31/2023

Date	Start Time	End Time	Regular Hours	Overtime	Total Hours	Comments
5/16/23						
5/17/23	7:00 AM	5:00 PM	8.00	2.00	10.00	Acton/Agua Dulce
5/18/23						
5/19/23	7:30 AM	5:30 PM	8.00	2.00	10.00	Pasadena Showcase House
5/20/23	7:00 AM	5:00 PM	8.00	2.00	10.00	Acton/Agua Dulce
5/21/23						
5/22/23	7:00 AM	5:00 PM	8.00	2.00	10.00	Acton/Agua Dulce
5/23/23	8:00 AM	6:00 PM	8.00	2.00	10.00	73463 Finnmax LLC
Weekly Total			40.00	10.00	50.00	

Date	Start Time	End Time	Regular Hours	Overtime	Total Hours	Comments
5/24/23	7:00 AM	5:00 PM	8.00	2.00	10.00	Acton/Agua Dulce
5/25/23	8:00 AM	6:00 PM	8.00	2.00	10.00	73463 Finnmax LLC
5/26/23						
5/27/23	7:00 AM	5:00 PM	8.00	2.00	10.00	Acton/Agua Dulce
5/28/23						
5/29/23	7:00 AM	5:00 PM	8.00	2.00	10.00	72128 Port of LA
5/30/23						
5/31/23	7:00 AM	5:00 PM	8.00	2.00	10.00	Acton/Agua Dulce
Weekly Total			80.00	20.00	100.00	

Employee Signature: _____ Date: _____

It is your responsibility to make sure that your timesheets are turned in at the end of each pay period.

Thank you for being a part of our company. We appreciate all that you do!

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)</p> <p>4.1. If records of actual time worked are not used to create payroll, what is the source document that is used?</p> <p>4.2. Who prepares and who checks the source document?</p> <p>4.3. Does the employee sign it?</p> <p>4.4. Who approves the source document, and what do they compare it with prior to approving it?</p>	<p>N/A</p>
<p>5. BREAKS</p> <p>5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)?</p> <p>5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?</p> <p>5.3. If so, who prepares, reviews, and approves such documentation?</p>	<p>5.1 All drivers are to maintain a Driver's Daily Log that adheres to all driving policies and regulations implemented by DMV, DOT, and any other labor laws of the state. If the employee were to go on a long distance trip, two drivers are assigned to said trip in order to ensure both drivers take their breaks accordingly.</p> <p>5.2 Yes, a copy of the Driver's Daily Log is kept on file.</p> <p>5.3 Drivers prepare the logs which are turned in to dispatch at the end of each shift. They are reviewed by the Operations Manager, who then files the logs in the employee's file for a minimum of three years.</p>

<p>QUESTION</p>	<p>RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.</p>
<p>6. HOW PAYROLL IS PREPARED</p> <p>6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.</p> <p>6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?</p> <p>6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?</p> <p>6.4. What information is provided on the check (e.g., deductions for taxes, etc.)?</p> <p>6.5. <u>ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).</u></p>	<p>6.1 At the end of each pay period (every 15th of the month and the last day of the month) employees will turn in their time sheets that they have been filling out on a daily basis to our Payroll Department. From there, the department will review all dates, hours, and overtime hours reported. All information is then verified and entered in the database. Once saved, the information is sent to Payroll Plus Company, the company Transit Systems uses to process payroll and print checks within two business days.</p> <p>6.2 Physical paychecks are issued to employees. Paychecks are generated by Payroll Plus Company. Employees receive a physical check that they can deposit or cash at their bank.</p> <p>6.3 Straight time and overtime is calculated on the same check. Only one check is issued per pay period.</p> <p>6.4 Description of pay, hours worked (broken down by hourly and overtime rates), earnings, deductions, sick pay available, payroll date, check number, pay period, total earning, total deductions, net pay, YTD totals for all withheld items.</p> <p>6.5 Please see following page.</p>

TRANSIT SYSTEMS UNLIMITED

VAR10

Description	Hrs/Days	Rate	Earnings	Deductions	Check #
Hourly	80.000	18.75	1500.00	Federal WH -93.32	00016885
Overtime #1	20.000	28.13	562.50	Soc Sec WH -127.87	
				Mcare WH -29.91	
				State1 WH -11.03	
				SDI WH -18.56	
				401K% -123.75	
TRANSIT SYSTEMS UNLIMITED Incorporated PAYROLL ACCOUNT Phone 818.504.7270 8976 LAUREL CANYON BLVD SUN VALLEY CA 91352					
			Total Earnings	Total Deductions -	Net Pay
			2062.50	-404.44	1658.06
Total Pay YTD	Federal YTD	State YTD	Soc Sec YTD	Mcare YTD	Local YTD
24304.03	1036.72	103.17	1506.81	352.43	0.00
From: 06/16/23 To: 06/30/23					

TRANSIT SYSTEMS UNLIMITED

Incorporated
 PAYROLL ACCOUNT
 Phone 818.504.7270
 8976 LAUREL CANYON BLVD
 SUN VALLEY CA 91352

BANK OF AMERICA
 15821 VENTURA BLVD STE 430
 ENCINO CA 91436

Check No.
 00016885

11 035 1210

Date
 07/05/23

Amount
 *****1,658.06

(ONE THOUSAND SIX HUNDRED FIFTY EIGHT DOLLARS AND 06/CENTS)

Pay To the Order Of

Maurice Vanegas
 Authorized Signature

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>7. MANUAL PAYROLL SYSTEM</p> <p>7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check.</p> <p>7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?</p>	<p>7.1 At the end of each pay period, employees will turn in their time sheets that they have filled out daily to our payroll department. From there, our staff will review all dates, hours and overtime to ensure all data is correct. Once all the information has been entered into our database, it is then sent to Payroll Plus Company for processing and printing of payroll checks.</p> <p>7.2 N/A</p>
<p>8. AUTOMATED PAYROLL SYSTEM</p> <p>8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll.</p> <p>8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid?</p> <p>8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?</p>	<p>N/A</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>9. TRAVEL TIME</p> <p>9.1. How is travel time during an employee's shift paid?</p> <p>9.2. At what rate is such travel time paid if the employee has multiple wage rates?</p> <p>9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:</p> <p>a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate.</p> <p>b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.</p>	<p>9.1 Employees are given an hour and a half prior to their start time. They are paid regular hourly rate.</p> <p>9.2 N/A</p> <p>9.3 a The employees would get paid 8 hours at the regular hourly rate for the first shift and another 8 hours at an overtime rate for the second shift.</p> <p>9.3 b The employees would get paid 8 hours at the regular hourly rate for the first shift and another 8 hours at an overtime rate for the second shift.</p>
<p>10. OVERTIME</p> <p>10.1. How does the Proposer calculate overtime wages?</p> <p>10.2. What if the employee has multiple wage rates?</p>	<p>10.1 Overtime is calculated as any additional time after 8 hours per day and anything over 40 hours per week.</p> <p>10.2 N/A</p>

Additional Information

Transit Systems Unlimited, Inc.

8976 Laurel Canyon Blvd.

Sun Valley 91352

Phone 818-504-7270

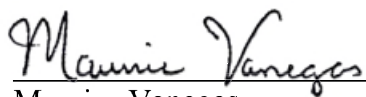
6403

Fax 818-504-

Additional Information

There is no additional information we wish to present.

Sincerely,



Maurice Vanegas,

President

Transit Systems Unlimited, Inc.

PROPOSER'S UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR ACTON AND AGUA DULCE 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	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business Enterprise
	*Transit Systems Unltd., Inc.	N/A	N/A	Yes	N/A	N/A	N/A	N/A	N/A

*Transit Systems Unlimited, Inc., is a minority owned business that has applied to be certified as Community Business Enterprise (CBE) by the Department of Economic Opportunity.

PROPOSER'S UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR ACTON AND AGUA DULCE SHUTTLE SERVICE

FIRM INFORMATION**	Transit Systems Unltd., Inc.
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BUSINESS STRUCTURE	Corporation
---------------------------	-------------

CULTURAL/ETHNIC COMPOSITION		NUMBER/% OF OWNERSHIP
OWNERS/PARTNERS	Black/African American	0
	Hispanic/Latino	1/100%
	Asian or Pacific Islander	0
	Native American	0
	Subcontinent Asian	0
	White	0
	<i>Female (included above)</i>	0

COUNTY CERTIFICATION	
CBE	Y
LSBE	N

OTHER CERTIFYING AGENCY	N/A
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**Information provided by proposers 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.



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Solicitation Number:	BRC0000437		
Title:	Acton and Agua Dulce Shuttle Service		
Department:	Public Works		
Bid Type:	Service	Bid Amount:	\$225,000.00
Commodity:	BUS - TRANSIT (COACH-MINI) CONVENTIONAL		

Description:

PLEASE TAKE NOTICE that Public Works requests proposals for the Acton and Agua Dulce Shuttle Service (BRC0000437) contract. This contract has been designed to have a potential maximum contract term of 5 years, consisting of an initial 1 year term and potential additional four 1-year option renewals. The total annual contract amount of this service is estimated to be \$225,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://pw.lacounty.gov/brcd/servicecontracts> or may be requested from Messrs. David Pang at (626) 458-7167 or dpang@pw.lacounty.gov or Danny Medina at (626) 458-4080 or dmedina@pw.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://pw.lacounty.gov/brcd/servicecontracts>.

Important instruction regarding this solicitation:

PLEASE NOTE: This is a Proposition A solicitation, as such, the County's Living Wage Ordinance is applicable to the resultant contract. Contractors shall pay wages at rates in compliance with the Living Wage Ordinance. Please review and familiarize yourself with the Living Wage Ordinance requirements as provided in:

- Part I, Section 1, Item L, Living Wage Program
- Form LW-1, Living Wage Program
- Power Point slides available electronically at the website listed above

"Do Business with Public Works" Website Registration

All interested proposers for this RFP are strongly encouraged to register at <http://pw.lacounty.gov/general/contracts/opportunities>. Only those firms registered for this RFP through the website will receive automatic notification when any update to this RFP is made. The County does not have an obligation to notify any proposers other than through the Public Works website's automatic notification system.

Doing Business with Local Small Business Enterprise, Disabled Veteran Business Enterprise, and Social Enterprise

The County strongly encourages participation from firms, primes, and subcontractors, which are certified in the County's Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) Preference Programs. The County's LSBE, DVBE, and SE Preference Programs require firms to complete a certification process to receive certain benefits allowed only for LSBE, DVBE, and SE, such as a 15 percent price preference, not to exceed \$150,000, when applicable, and LSBE Prompt Payment Program. The following link provides additional information on being County certified LSBE, DVBE, and SE: <http://dcba.lacounty.gov>.

Minimum Mandatory Requirements: At the time of proposal submission, proposers must meet all minimum requirements set forth in the RFP documents including, but not limited to:

1. Proposer 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 services agency(ies):

Three years of experience with alternative fueled vehicles either compressed natural gas-powered or propane-powered, 25 feet or longer cutaway buses and/or transit buses.

(Please use Form PW-15, Proposer's Compliance with the Minimum Requirements of the RFP.) Subcontracting is not allowed to meet this requirement.

2. Proposer'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:

Three years of experience with alternative fueled vehicles either compressed natural gas-powered or propane-powered, 25 feet or longer cutaway buses and/or transit buses.

(Please use Form PW-15, Proposer's Compliance with the Minimum Requirements of the RFP.) Subcontracting is not allowed to meet this requirement.

3. Proposer or its subcontractor's maintenance manager must have the following minimum number of years of experience maintaining a similar fleet of transit vehicles:

Three years of experience with alternative fueled vehicles either compressed natural gas-powered or propane-powered, 25 feet or longer cutaway buses and/or transit buses.

(Please use Form PW-15, Proposer's Compliance with the Minimum Requirements of the RFP.)

4. 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 3 years by a governmental agency. (Please use Form PW-15, Proposer's Compliance with the Minimum Requirements of the RFP.) Subcontracting is not allowed to meet this requirement.

5. Proposer's vehicle(s) must meet or exceed the service vehicle requirements as set forth in Exhibit I, Contractor-Provided Service Vehicle Requirements. If the proposer does not meet the service vehicle(s) requirement at the time of submission, but fully intends to comply if awarded the contract, the proposer must provide an affirmative statement that upon start of




the contract, the service vehicle(s) will comply with Exhibit I, Contractor-Provided Service Vehicle Requirements. (Please use Form PW-15, Proposer's Compliance with the Minimum Requirements of the RFP.)

6. Proposer has submitted copies of its employees' valid State of California Department of Motor Vehicles Class B (with "P" endorsement) commercial driver's licenses, as well as any other required licenses or endorsements required by Federal, State, and local regulations. If the proposer does not meet the commercial driver's licenses requirement at the time of submission, but fully intends to comply if awarded the contract, the proposer must provide an affirmative statement that upon the start of the contract the proposer will comply with this requirement. (Please use Form PW-15, Proposer's Compliance with the Certification/Licensing Requirements of the RFP.) Subcontracting is not allowed to meet this requirement.

7. Proposer or its subcontractor must submit copies of all National Institute for Automotive Service Excellence (ASE) certification in H-4 ASE Transit Bus Brake Test for all maintenance personnel identified; or proposer must submit an affirmative statement that all of proposer's maintenance personnel assigned to this contract, within 12 months of the date of hire or the start of the contract, whichever occurs last, will obtain ASE certification in the H-4 ASE Transit Bus Brakes Test. (Please use Form PW-15, Proposer's Compliance with the Certification/Licensing Requirements of the RFP.)

8. Proposer or its subcontractor must submit proof of Section 609 of the Clean Air Act: Motor Vehicle Air conditioning certification from an EPA-approved program or the equivalent ASE Refrigeration Recovery and Recycling Program certification for at least one member of their maintenance personnel identified in Form PW-15. (Please use Form PW-15, Proposer's Compliance with the Certification/Licensing Requirements of the RFP.)

Less

Open Day:	6/20/2023	Closed Date:	7/26/2023 5:30:00 PM
Contact Name:	David Pang	Contact Phone:	(626) 458-7167
Contact Email:	dpang@pw.lacounty.gov		
Notice of Intent to Award (0) :	  Click here to view notice intent to award list. 		
Solicitation Award (0) :	  Click here to view award list. 		
Last Changed On:	7/19/2023 11:41:19 AM		
Attachment File (0) :	  Click here to download attachment files. 		



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