



County of Los Angeles  
**INTERNAL SERVICES DEPARTMENT**

1100 North Eastern Avenue  
Los Angeles, California 90063

SCOTT MINNIX  
Director

*"Trusted Partner and Provider of Choice"*

Telephone: (323) 267-2101  
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**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

28 November 27, 2018

November 13, 2018

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

A handwritten signature in black ink, appearing to read "Celia Zavala".

CELIA ZAVALA  
EXECUTIVE OFFICER

Dear Supervisors:

**REQUEST FOR APPROVAL TO AWARD AND EXECUTE A CONTRACT WITH  
CENTERRA INTEGRATED FLEET SERVICES, LLC. FOR VEHICLE FLEET  
MAINTENANCE AND REPAIR SERVICES  
(ALL DISTRICTS – 3 VOTES)**

**SUBJECT**

Request for approval of a contract for the Internal Services Department (ISD) to provide vehicle fleet maintenance and repair services to various County departments.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and instruct the Chair to sign the attached contract (Attachment 1) with Centerra Integrated Fleet Services, LLC. (Centerra) to provide vehicle fleet maintenance and repair services effective December 1, 2018, for a period of three years, with two one-year renewal options, and six month-to-month extensions.
2. Authorize the Director of ISD, or designee, to exercise the renewal options and month-to-month extensions in accordance with the attached contract; add and delete facilities; execute applicable contract amendments should the original contracting entity merge, be acquired, or otherwise have a change of entity; and, upon review by County Counsel, approve necessary changes to scope of services.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

With the exception of the Sheriff, Fire and Department of Public Works, ISD currently provides vehicle fleet maintenance and repair services to all of the remaining County

departments via contract. The ISD-administered contract services include: preventative maintenance, mechanical repairs, repairs for damage caused by accident, tire service, towing, vehicle preparation, vehicle inspections, and fleet maintenance support.

On December 1, 2009, the Board awarded a contract for vehicle fleet maintenance and repair services to Centerra (formerly All Star Fleet Services, LLC.). The effective date of the contract was February 1, 2010, with an initial term of three years with two, two-year renewal options and six month-to-month extensions; all options were exercised. On July 18, 2017, your Board authorized an additional one year extension with six month-to-month extensions on the contract. The additional one year extension and three of the six month-to-month extensions have been exercised.

The extension was requested and granted to enable ISD to complete its solicitation process for successor services contract, and in parallel, develop a Workforce Reinvestment Opportunity Plan (Plan) for your Board's consideration.

Both items have been completed, with the contract recommendation in this action, and the Plan submitted to your Board separately.

Your Board's approval of the recommended actions will ensure vehicle fleet maintenance and repair operations continue without interruption to services.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The recommended contract supports the County's Strategic Plan, Strategy III.3 (Operational Effectiveness, Fiscal Responsibility, and Accountability), by effectively managing County resources to enable ISD to continue providing responsive and efficient vehicle fleet maintenance and repair services countywide.

### **FISCAL IMPACT/FINANCING**

The contractor is not guaranteed a fixed workload and will be paid primarily on a fee-for-service basis. The approach is deemed to be in the County's best interest as departments will only be charged for repair costs as they are incurred. Based on historical data, anticipated first year contract costs are approximately \$12.9 million; however, costs will fluctuate based on the actual use of the contracted services by County departments.

ISD conducted a Prop A cost analysis to ensure the contract's cost effectiveness; summaries of which are attached (Attachment 2). Based on the Prop A cost analysis, the proposed contract rates will provide cost savings of 20.9% or \$3.1 million to the County during the first year. ISD also took into consideration other low-cost resource options and

found that the service can be more economically performed by an independent contractor. Pursuant to the Fiscal Manual, the Auditor-Controller has approved the cost analysis.

The anticipated funding level is included in the Department's Fiscal Year 2018-19 Adopted Budget while additional funding will be requested in future years to address the option periods and Cost of Living Adjustment (COLA) increases. Expenditures will be offset through billings to County departments.

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

The terms and conditions of the recommended contract have been approved as to form by County Counsel. The contract contains the Board's required contract provisions including those pertaining to consideration of qualified County employees targeted for layoffs, as well as qualified GAIN/GROW participants for employment openings, compliance with the Jury Service Ordinance, Safely Surrendered Baby Law and the Child Support program. The contract is subject to the Living Wage Program (County Code Chapter 2.201). Since services are currently contracted out, there is no impact to current County employees.

The contract rates are fixed for the three-year term of the contract. The contract allows for COLA increases during the option years, if the option years are exercised by the County. The COLA language in the contract complies with your Board's directive that COLA's for Living Wage contracts be limited to only non-labor costs associated with the contract, unless the contractor can demonstrate an increase in labor costs.

### **CONTRACTING PROCESS**

On July 18, 2017, your Board approved an extension of the current fleet maintenance and repair services contract to maintain uninterrupted services.

On October 2, 2017, ISD released a Request for Proposals (RFP) for Vehicle Fleet Maintenance and Repair Services and posted the solicitation and contracting opportunity announcement on the County's "Doing Business with Us" web site (Attachment 3). In addition, the contracting opportunity was advertised in the following publications: Los Angeles Times, Press Telegram, and *La Opinión* (Spanish language newspaper).

To increase opportunities for Preference Program Enterprises, ISD regularly coordinates outreach efforts such as vendor fairs with the Department of Consumer and Business Affairs, and other County departments. In addition, ISD participated in *Posible LA*, an Entrepreneur Summit attended by over 2,000 Small Businesses aimed to provide resources to grow their business.

Each Supervisor  
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The mandatory proposers' conference was held on October 25, 2017. On November 20, 2017, three proposals were received. Proposals were reviewed for responsiveness and compliance with the minimum requirements stated in the RFP. All proposals met the minimum requirements and were evaluated by an evaluation committee in accordance with the evaluation process identified in the RFP.

There were no protests resulting from this solicitation.

A summary of Community Business Enterprise Program information for the recommended vendor is attached (Attachment 4). On final analysis, selections were made without regards to gender, race, creed, color or national origin.

A Proposition A cost analysis has been conducted, and the contract meets Proposition A cost effectiveness criteria.

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

Approval of this contract will allow the County to continue to provide vehicle fleet maintenance and repair services for various County departments throughout the County of Los Angeles, and will ensure a continued well-maintained County vehicle fleet with no disruption in service.

**CONCLUSION**

Upon approval by the Board, please return two adopted copies of the Board Letter and two original executed copies of the contract to ISD's Contracting Division.

Respectfully submitted,

A handwritten signature in blue ink that reads "Scott Minnix".

SCOTT MINNIX  
Director

SM:JS:SH:CC:OS:ct

Enclosures

c: Executive Office, Board of Supervisors  
Chief Executive Officer  
County Counsel



**CONTRACT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CENTERRA INTEGRATED FLEET SERVICES, LLC.  
FOR  
VEHICLE FLEET MAINTENANCE AND REPAIR SERVICES**

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- A** Statement of Work
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- E** Acknowledgement and Confidentiality Agreement – Contractor Employee
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- G** Contractor Employee Jury Service
- H** Safely Surrendered Baby Law
- I** Living Wage Program
- J** Living Wage Program - Payroll Statement of Compliance
- K** Charitable Contributions Certification
- L** Integrated Pest Management Program Compliance Certification

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CENTERRA INTEGRATED FLEET SERVICES, LLC.  
FOR  
VEHICLE FLEET MAINTENANCE AND REPAIR SERVICES**

This Contract ("Contract") made and entered into this 27th day of November **2018** by and between the County of Los Angeles, hereinafter referred to as County and Centerra Integrated Fleet Services, LLC. hereinafter referred to as "Contractor". **CONTRACTOR** is located at 7121 Fairway Drive, Suite 301, Palm Beach Gardens, Florida 33418.

**RECITALS**

WHEREAS, the County may contract with private businesses for vehicle fleet maintenance and repair services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing vehicle fleet maintenance and repair services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract for vehicle fleet maintenance and repair services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

WHEREAS, this Contract is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

## **1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, H, I, J, K, and L are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

**Exhibit A** Statement of Work

**Exhibit B** Pricing Schedule

**Exhibit C** County's Administration

**Exhibit D** Contractor's Administration

**Exhibit E** Acknowledgement and Confidentiality Agreement – Contractor Employee

**Exhibit F** EEO Certification

**Exhibit G** Contractor Employee Jury Service

**Exhibit H** Safely Surrendered Baby Law

**Exhibit I** Living Wage Program

**Exhibit J** Living Wage Program - Payroll Statement of Compliance

**Exhibit K** Charitable Contributions Certification

**Exhibit L** Integrated Pest Management Program Compliance Certification

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to paragraph 8.1 (Amendments) and signed by both parties.

## **2.0 DEFINITIONS**

A list of definitions can be found in SOW, paragraph 2.0 (Definitions).

## **3.0 WORK**

**3.1** Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

**3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County for reimbursement or payment in connection with such tasks, deliverables, goods, services or other work.

## **4.0 TERM OF CONTRACT**

**4.1** The Contract term is for a period of three (3) years, following Board of Supervisors' award, unless sooner terminated or extended, in whole or in part, effective December 1, 2018, as provided in this Contract.

- 4.2** County shall have the sole option to extend this Contract term for up to two (2) additional two-year periods and six (6) month to month extensions, for a maximum total Contract term of seven (7) years and six (6) months. Each such extension option may be exercised at the sole discretion of the Department Head or designee as authorized by the Board of Supervisors.

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 County will exercise a contract term extension option.

- 4.3** Contractor shall notify Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to Department at the address herein provided in Exhibit C (County's Administration).

## **5.0 CONTRACT SUM**

### **5.1 Total Contract Sum**

Contractor pricing is set forth in Exhibit B (Pricing Schedule). Contractor's rates shall remain firm and fixed for the initial term of the Contract and are not predicated on workload.

### **5.2 Written Approval for Reimbursement**

Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.

### **5.3 Notification of 75% of Total Contract Sum**

Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to Department at the address herein provided in Exhibit C (County's Administration).

### **5.4 No Payment for Services Provided Following Expiration/Termination of Contract**

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

### **5.5 Local Small Business Enterprises – Prompt Payment Program**

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

## **5.6 Refunds and Other Payments**

**5.6.1** Contractor shall provide refunds and other moneys due to County such as for under payments, liquidated damages, and/or for any other applicable reason, within thirty (30) days when demand is made for other moneys.

**5.6.2** Contractor shall remit refunds by check, payable to the County of Los Angeles, and mailed to:

Internal Services Department  
1100 N Eastern Ave  
Room 100, Cashier's Office  
Los Angeles, CA. 90063

**5.6.3** County reserves the right to withhold payment, or to reduce payment, to satisfy an unpaid refund obligation that exceeds the thirty (30) day time limit specified above. Contractor shall not withhold services if payment is held or reduced. In the event payment withholding or reduction will not satisfy the refund obligation, and Contractor declines to submit a check to County for the moneys owed, County reserves the right to terminate this Contract.

## **5.7 Cost of Living Adjustments (COLA's)**

If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may, at the sole discretion of the County, be adjusted for the option periods based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the twelve (12) month period preceding the contract anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a COLA pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase. Further, before any COLA increase shall take effect and become part of this Contract, it shall require a written amendment to this Contract first, that has been formally approved and executed by the parties

## **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

A listing of all County Administration referenced in the following paragraphs are designated in Exhibit C (County's Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

### **6.1 County's Contract Manager**

**6.1.1** Coordinating with Contractor and ensuring Contractor's performance of the Contract. However, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused, or limited thereby.

**6.1.2** Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements.

However, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused, or limited thereby.

## **6.2 County's Project Manager and ISD Fleet**

**6.2.1** Overseeing the day-to-day administration of this Contract. However, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

**6.2.2** Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor. However, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused, or limited thereby.

**6.2.3** Meeting with the Contractor's Project Manager as necessary and as indicated in SOW.

**6.2.4** County's Project Manager is not authorized to make any changes to any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

**6.2.5** ISD Fleet reports to County's Project Manager.

## **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit D (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

### **7.1 Contractor's Project Manager**

**7.1.1** Contractor's Project Manager is designated in Exhibit D (Contractor's Administration). Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

**7.1.2** Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

### **7.2 Contractor's Operations Manager**

**7.2.1** Contractor's Operations Manager is designated in Exhibit D (Contractor's Administration). Contractor shall notify the County in writing of any change in the name or address of the Contractor's Operations Manager.

**7.2.2** Contractor's Operations Manager shall be responsible for the Contractor's facility operational day-to-day activities as related to this Contract and shall coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

### **7.3 Contractor's Shop Supervisor**

**7.3.1** Contractor's Shop Supervisor shall be included in Contractor's staffing plan. Contractor shall notify the County in writing of any change in the name or address of the Contractor's Shop Supervisor.

**7.3.2** Contractor's Shop Supervisor shall be responsible for Contractor's vehicle service and repairs day-to-day activities as related to this Contract and shall coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

**7.3.3** Contractor's Shop Supervisor shall be present during business hours at each facility, as set forth in the SOW, Attachment 1 (Facility Specification).

**7.4 Contractor's Body Shop Supervisor**

Contractor's Body Shop Supervisor shall be included in Contractor's staffing plan. Contractor shall notify the County in writing of any change in the name or address of the Contractor's Shop Supervisor.

**7.5 Approval of Contractor's Staff**

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager and Contractor's Operations Manager.

**7.6 Contractor's Staff Identification**

All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.

**7.6.1** Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper County ID badge on their person and Contractor personnel must immediately comply with such request.

**7.6.2** Contractor shall notify the County within one business day when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

**7.6.3** If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

**7.7 Background and Security Investigations**

**7.7.1** 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, shall 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 shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

**7.7.2** 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 shall 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

**7.7.3** 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.

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

## **7.8 Confidentiality**

**7.8.1** Contractor shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

**7.8.2** Contractor shall 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 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall 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 shall 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 shall 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.

**7.8.3** Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

**7.8.4** Contractor shall sign and adhere to the provisions of Exhibit E (Acknowledgement and Confidentiality Agreement – Contractor Employee).

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

**8.1.1** For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the contractor and by Department Head or designee.

**8.1.2** The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such

provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the contractor and by Department Head or designee.

- 8.1.3 The Department Head or designee, may at his/her sole discretion, authorize extensions of time as defined in paragraph 4.0 (Term of Contract). The contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the contractor and by Department Head or designee.

## **8.2 Assignment and Delegation**

- 8.2.1 The contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against contractor as it could pursue in the event of default by contractor.

## **8.3 Authorization Warranty**

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

## **8.4 Budget Reductions**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent

fiscal year during the term of this Contract (including any extensions), and the services to be provided by the contractor under this Contract shall also be reduced correspondingly. The County's notice to the contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the contractor shall continue to provide all of the services set forth in this Contract.

## **8.5 Complaints**

The contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1** Within ten (10) business days after the Contract effective date, the contractor shall provide the County with the contractor's policy for receiving, investigating and responding to user complaints related to the Contract
- 8.5.2** The County will review the contractor's policy and provide the contractor with approval of said plan or with requested changes.
- 8.5.3** If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days of Contractor's receipt of County's reasonable changes for County approval.
- 8.5.4** If, at any time, the contractor wishes to change the contractor's policy, the contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5** The contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint related to the Contract.
- 8.5.6** When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7** Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

## **8.6 Compliance with Applicable Law**

- 8.6.1** In the performance of this Contract, contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2** Contractor shall 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 shall be conducted by contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding sentence, County shall 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 shall 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 shall 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.

## **8.7 Compliance with Civil Rights Laws**

The contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, 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. The contractor shall comply with Exhibit F (EEO Certification).

## **8.8 Compliance with the County's Jury Service Program**

### **8.8.1 Jury Service Program**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit G and incorporated by reference into and made a part of this Contract.

### **8.8.2 Written Employee Jury Service Policy**

**8.8.2.1** Unless the contractor has demonstrated to the County's satisfaction either that the contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the contractor shall have and adhere to a written policy that provides that its Employees shall receive from the contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the Employee's regular pay the fees received for jury service.

**8.8.2.2** For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any

subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

**8.8.2.3** If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the contractor shall immediately notify the County if the contractor at any time either comes within the Jury Service Program's definition of "contractor" or if the contractor no longer qualifies for an exception to the Jury Service Program. In either event, the contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate, to the County's satisfaction that the contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that the contractor continues to qualify for an exception to the Program.

**8.8.2.4** 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 and/or bar the contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.9 Conflict of Interest**

**8.9.1** No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

**8.9.2** The contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The contractor warrants that it is not now aware of any facts that create a conflict of interest. If the contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract.

## **8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment 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 shall give first consideration for such

employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

#### **8.11 Consideration of Hiring GAIN/GROW Participants**

**8.11.1** Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the contractor. Contractors shall report all job openings with job requirements to: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) to obtain a list of qualified GAIN/GROW job candidates.

**8.11.2** In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

#### **8.12 Contractor Responsibility and Debarment**

##### **8.12.1 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 the County's policy to conduct business only with responsible contractors.

##### **8.12.2 Chapter 2.202 of the County Code**

The contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the contractor may have with the County.

##### **8.12.3 Non-Responsible Contractor**

The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the 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 the County or any other public entity.

#### **8.12.4 Contractor Hearing Board**

- 8.12.4.1** If there is evidence that the contractor may be subject to debarment, the Department will notify the contractor in writing of the evidence which is the basis for the proposed debarment and will advise the contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 8.12.4.2** The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 8.12.4.3** After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4** If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the 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 the County.
- 8.12.4.5** The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) 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, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be

conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

- 8.12.4.6** The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

**8.12.5 Subcontractors of Contractor**

These terms shall also apply to subcontractors of County contractors.

**8.13 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law**

The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster (Exhibit H), in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at [www.babysafela.org](http://www.babysafela.org).

**8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program**

- 8.14.1** The contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the 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 the County and its taxpayers.

- 8.14.2** As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the contractor's duty under this Contract to comply with all applicable provisions of law, the contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**8.15 County's Quality Assurance Plan**

The County or its agent(s) will monitor the contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the contractor. If improvement does not occur consistent with the corrective

action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

#### **8.16 Damage to County Facilities, Buildings or Grounds**

**8.16.1** The contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the contractor or employees or agents of the contractor. Such repairs shall be made immediately after the contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

**8.16.2** If the contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the contractor by cash payment upon demand.

#### **8.17 Employment Eligibility Verification**

**8.17.1** The contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The contractor shall obtain, from all employees performing work 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. The contractor shall retain all such documentation for all covered employees for the period prescribed by law.

**8.17.2** The contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

#### **8.18 Facsimile Representations**

The County and the contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to paragraph 8.1 (Amendments) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

#### **8.19 Fair Labor Standards**

The contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees 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 the contractor's employees for which the County may be found jointly or solely liable.

## **8.20 Force Majeure**

- 8.20.1** Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").
- 8.20.2** Notwithstanding the foregoing, a default by a subcontractor of contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both contractor and such subcontractor, and without any fault or negligence of either of them. In such case, contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3** 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.

## **8.21 Governing Law, Jurisdiction, and Venue**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.22 Independent Contractor Status**

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

**8.22.4** The contractor shall adhere to the provisions stated in paragraph 7.8 (Confidentiality).

## **8.23 Indemnification**

The contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

## **8.24 General Provisions for all Insurance Coverage**

Without limiting contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in paragraphs 8.23 and 8.24 of this Contract. 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.

### **8.24.1 Evidence of Coverage and Notice to County**

**8.24.1.1** Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

**8.24.1.2** Renewal Certificates shall be provided to County not less than ten (10) days prior to contractor's policy expiration dates. . If the Renewal Certificate is not available ten (10) days prior to the contractor's expiration date, the contractor shall provide a copy of the binder issued by the insurance provider indicating the effective date of policy and policy coverage, no later than ten (10) days prior to policy expiration and the Renewal Certificate shall be submitted no later than ten (10) days following the policy expiration date.

The County reserves the right to obtain complete, certified copies of any required contractor and/or subcontractor insurance policies at any time.

**8.24.1.3** Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty

thousand dollars (\$50,000), and list any County required endorsement forms.

**8.24.1.4** Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

**8.24.1.5** Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles  
Internal Services Department, Contracting Division  
1100 N Eastern Ave  
Los Angeles, CA 90063

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

#### **8.24.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) shall be provided additional insured status under contractor's General Liability policy with respect to liability arising out of contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the contractor's acts or omissions, whether such liability is attributable to the contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents 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.

#### **8.24.3 Cancellation of or Changes in Insurance**

Contractor shall provide County with, or contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (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.

**8.24.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to contractor, deduct the premium cost from sums due to contractor or pursue contractor reimbursement.

**8.24.5 Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

**8.24.6 Contractor's Insurance Shall be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any contractor coverage.

**8.24.7 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 shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

**8.24.8 Subcontractor Insurance Coverage Requirements**

Contractor shall include all subcontractors as insureds under contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

**8.24.9 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any contractor deductible or SIR. The County retains the right to require contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

**8.24.10 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands

and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

**8.24.11 Application of Excess Liability Coverage**

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

**8.24.12 Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

**8.24.13 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 and its Agents shall be designated as an Additional Covered Party under any approved program.

**8.24.14 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.

**8.25 Insurance Coverage**

**8.25.1 Garage Insurance** (written on ISO form CA 00 05 or its equivalent) including comprehensive perils options with coverage limits of not less than the following:

**1. Garage Operations – Liability other than Covered Autos**

General Aggregate	\$4 million
Products/Completed Operations	\$2 million
Personal and Advertising Injury	\$1 million
Per Accident	\$2 million

**2. Garage Operations – Liability for Covered Autos**

Automobile Liability for all Contractor's "owned", "non-owned" and "hired" vehicles, or coverage for "any auto" \$20 million each accident

**3. Garagekeepers Liability**

Coverage shall apply on a Direct Primary basis, and include Comprehensive and Collision coverages, with limits not less than \$350,000 per vehicle.

**8.25.2 Workers Compensation and Employers' Liability Insurance** or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million (\$1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate

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

## **8.26 Liquidated Damages**

- 8.26.1** If, in the judgment of the Department Head, or his/her designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the contractor from the County, will be forwarded to the contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2** If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the contractor to correct the deficiency within specified time frames. Should the contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in SOW, Attachment B (Performance Requirements Summary (PRS)) hereunder, and that the contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the contractor; and/or (c) Upon giving five (5) days' notice to the contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the contractor from the County, as determined by the County.
- 8.26.3** The action noted in paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the contractor to recover the County cost due to the failure of the contractor to complete or comply with the provisions of this Contract.
- 8.26.4** This paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or paragraph 8.25.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.27 Most Favored Public Entity**

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

## **8.28 Nondiscrimination and Affirmative Action**

- 8.28.1** The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.
- 8.28.2** The contractor shall certify to, and comply with, the provisions of Exhibit F (EEO Certification).
- 8.28.3** The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4** The 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.
- 8.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6** The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7** If the County finds that any provisions of this paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

**8.28.8** The parties agree that in the event the contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

**8.29 Non Exclusivity**

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

**8.30 Notice of Delays**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

**8.31 Notice of Disputes**

The contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Department Head, or designee shall resolve it.

**8.32 Notice to Employees Regarding the Federal Earned Income Credit**

The contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

**8.33 Notice to Employees Regarding the Safely Surrendered Baby Law**

The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit H (Safely Surrendered Baby Law) of this Contract. Additional information is available at [www.babysafela.org](http://www.babysafela.org).

**8.34 Notices**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits C (County's Administration) and D (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Department Head or designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

**8.35 Prohibition against Inducement or Persuasion**

Notwithstanding the above, the contractor and the County agree that, during the term of this Contract and for a period of (1) one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

## **8.36 Public Records Act**

- 8.36.1** Any documents submitted by the contractor; all information obtained in connection with the County's right to audit and inspect the contractor's documents, books, and accounting records pursuant to paragraph 8.38 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall 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.
- 8.36.2** In the event the 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", the contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

## **8.37 Publicity**

- 8.37.1** The contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the contractor from publishing its role under this Contract within the following conditions:
- 8.37.1.1** The contractor shall develop all publicity material in a professional manner; and
- 8.37.1.2** During the term of this Contract, the contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.
- 8.37.2** The contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this paragraph shall apply.

## **8.38 Record Retention and Inspection/Audit Settlement**

- 8.38.1** The contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to,

all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.2** In the event that an audit of the contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor shall file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s)
- 8.38.3** Failure on the part of the contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.4** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the contractor, then the difference shall be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the contractor, then the difference shall be paid to the contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 8.38.5** 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 shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the contractor's non-County contracts. The contractor further acknowledges that the foregoing requirement in this paragraph relative to contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the

County in its discretion to verify the contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

### **8.39 Recycled Bond Paper**

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

### **8.40 Subcontracting**

**8.40.1** The requirements of this Contract may not be subcontracted by the contractor **without the advance approval of the County**. Any attempt by the contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

**8.40.2** If the contractor desires to subcontract, the contractor shall provide the following information promptly at the County's request:

**8.40.2.1** A description of the work to be performed by the subcontractor;

**8.40.2.2** A draft copy of the proposed subcontract; and

**8.40.2.3** Other pertinent information and/or certifications requested by the County.

**8.40.3** The contractor shall indemnify, defend, and hold the 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 the contractor employees.

**8.40.4** The contractor shall remain fully responsible for all performances required of it under this Contract, including those that the contractor has determined to subcontract, notwithstanding the County's approval of the contractor's proposed subcontract.

**8.40.5** The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The contractor is responsible to notify its subcontractors of this County right.

**8.40.6** The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, contractor shall forward a fully executed subcontract to the County for their files.

**8.40.7** The contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

**8.40.8** The contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor shall ensure delivery of all such documents to [sortega@isd.lacounty.gov](mailto:sortega@isd.lacounty.gov).

**8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program**

Failure of the contractor to maintain compliance with the requirements set forth in paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to paragraph 8.43 (Termination for Default) and pursue debarment of the contractor, pursuant to County Code Chapter 2.202.

**8.42 Termination for Convenience**

**8.42.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

**8.42.2** After receipt of a notice of termination and except as otherwise directed by the County, the contractor shall:

**8.42.2.1** Stop work under this Contract on the date and to the extent specified in such notice, and

**8.42.2.2** Complete performance of such part of the work as shall not have been terminated by such notice.

**8.42.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the contractor under this Contract shall be maintained by the contractor in accordance with paragraph 8.38 (Record Retention and Inspection/Audit Settlement).

**8.43 Termination for Default**

**8.43.1** The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

**8.43.1.1** Contractor has materially breached this Contract; or

**8.43.1.2** Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

**8.43.1.3** 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 (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

**8.43.2** In the event that the County terminates this Contract in whole or in part as provided in paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

**8.43.3** Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, 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 the 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 the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

**8.43.4** If, after the County has given notice of termination under the provisions of this paragraph, it is determined by the County that the Contractor was not in default under the provisions of this paragraph, or that the default was excusable under the provisions of paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 8.42 (Termination for Convenience).

**8.43.5** The rights and remedies of the County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 Termination for Improper Consideration**

**8.44.1** The County may, by written notice to the contractor, immediately terminate the right of the contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the 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, or extension of this Contract

or the making of any determinations with respect to the contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the contractor as it could pursue in the event of default by the contractor.

**8.44.2** The contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

#### **8.45 Termination for Insolvency**

**8.45.1** The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

**8.45.1.1** Insolvency of the contractor. The contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (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 the contractor is insolvent within the meaning of the Federal Bankruptcy Code;

**8.45.1.2** The filing of a voluntary or involuntary petition regarding the contractor under the Federal Bankruptcy Code;

**8.45.1.3** The appointment of a Receiver or Trustee for the contractor; or

**8.45.1.4** The execution by the contractor of a general assignment for the benefit of creditors.

**8.45.2** The rights and remedies of the County provided in this paragraph 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 Termination for Non-Adherence of County Lobbyist Ordinance**

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

#### **8.47 Termination for Non-Appropriation of Funds**

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year

for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

**8.48 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 shall not be affected thereby.

**8.49 Waiver**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**8.50 Warranty against Contingent Fees**

**8.50.1** The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

**8.50.2** For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**8.51 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 County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon 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.

**8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program**

Failure of contractor to maintain compliance with the requirements set forth in paragraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of contractor, pursuant to County Code Chapter 2.206.

**8.53 Time Off for Voting**

The contractor shall notify its employees, and shall 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 (10) days before every statewide election, every contractor and subcontractors

shall 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.

#### **8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking**

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking 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 shall 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 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

#### **8.55 Integrated Pest Management Program Compliance**

**8.55.1** Contractor acknowledges that County has established an Integrated Pest Management Program (the Program) which aims to reduce or eliminate pollutants moved into surface water through storm water management systems and facilities. Contractor certifies compliance on Exhibit L (Integrated Pest Management Program Compliance Certification), that contractor has reviewed, understands, and will adhere to the County's IPM Program requirements as set forth in this paragraph and at: [www.lacountyipm.org](http://www.lacountyipm.org).

**8.55.2** Contractor must ensure and certify that its employees who apply pesticides on County owned or maintained property are appropriately trained. The training, which must be conducted on an annual basis, but no later than June 30th of each calendar year, must meet the County's minimum requirements under the Program.

**8.55.3** Employee training may be self-certified by Contractors, provided the County has the ability to audit the training, and must include, at a minimum, the following:

**8.55.3.1** The potential for pesticide-related surface water toxicity;

**8.55.3.2** Proper use, handling, and disposal of pesticides;

**8.55.3.3** Least toxic methods of pest prevention and control, including IPM; and

**8.55.3.4** Reduction of pesticide use.

**8.55.4** All users of commercial pesticides are required by State law to provide a monthly pesticide report to the Los Angeles County Department of Agricultural Commissioner/Weights and Measures (ACWM). In addition to the mandatory monthly reporting requirement, Contractor shall provide to the Department, with a copy to the ACWM, an annual summary of the pesticides used outdoors on County-owned or maintained property by Fiscal Year (July 1 to June 30). For each pesticide, the summary shall include all of the following:

**8.55.4.1** Product trade name

**8.55.4.2** Active ingredient(s)

**8.55.4.3** EPA Registration Number

#### **8.55.4.4 Total amount used**

The units reported shall be appropriate to the product (gallons, ounces, pounds, etc.).

## **9.0 UNIQUE TERMS AND CONDITIONS**

### **9.1 Compliance with the County's Living Wage Program**

#### **9.1.1 Living Wage Program**

This Contract is subject to the provisions of the 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 as Exhibit I and incorporated by reference into and made a part of this Contract.

#### **9.1.2 Payment of Living Wage Rates**

**9.1.2.1** Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth in Exhibit I (Living Wage Program), for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below at subsection 5 of this paragraph under the Contract:

**9.1.2.2** For purposes of this paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual, who is an employee of the Contractor under the laws of California, and who is providing full-time or part-time services to the Contractor, which are provided to the County under the Contract. "Full-time" means a minimum of forty (40) hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than thirty-five (35) hours worked per week will not, in any event, be considered full-time.

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

**9.1.2.4** If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for the exception to the Living Wage

Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for the exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

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

**9.1.3 Contractor's Submittal of Certified Monitoring Reports**

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

**9.1.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims**

During the term of the Contract, if the Contractor becomes aware of any labor law-payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law-payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment

discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law-payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law-payroll violation or claim arising out of any of the Contractor's operations in California.

#### **9.1.5 County Auditing of Contractor Records**

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

#### **9.1.6 Notifications to Employees**

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

#### **9.1.7 Enforcement and Remedies**

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

##### **9.1.7.1 Remedies for Submission of Late or Incomplete Certified Monitoring Reports**

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

##### **1. Withholding of Payment**

If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

## **2. Liquidated Damages**

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

## **3. Termination**

The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

### **9.1.7.2 Remedies for Payment of Less than the Required Living Wage**

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

#### **1. Withholding Payment**

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

#### **2. Liquidated Damages**

It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage

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

### **3. Termination**

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

#### **9.1.7.3 Debarment**

In the event the Contractor breaches a requirement of this paragraph, the County may, in its sole discretion, bar the 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, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

#### **9.1.8 Use of Full-Time Employees**

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the County has been provided written authorization for the use of same. The Contractor submitted with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall provide a copy of the new staffing plan to the County within twenty-four (24) hours.

#### **9.1.9 Contractor Retaliation Prohibited**

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

#### **9.1.10 Contractor Standards**

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

#### **9.1.11 Employee Retention Rights**

**9.1.11.1** The Contractor shall offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual:

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
2. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six (6) months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and
3. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.

**9.1.11.2** The Contractor is not required to hire a retention employee who:

1. Has been convicted of a crime related to the job or his or her performance; or
2. Fails to meet any other County requirement for employees of a Contractor.

**9.1.11.3** The Contractor shall not terminate a retention employee for the first ninety (90) days of employment under the contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

#### **9.1.12 Neutrality in Labor Relations**

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

### **9.2 Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

**9.2.1** Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.

**9.2.2** Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.

**9.2.3** Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

### **9.3 Ownership of Materials, Software and Copyright**

**9.3.1** County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

**9.3.2** During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

**9.3.3** Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

**9.3.4** The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

**9.3.5** Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under paragraph 9.3.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive

legends as required by paragraph 9.3.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

- 9.3.6** All the rights and obligations of this paragraph shall survive the expiration or termination of this Contract.

#### **9.4 Patent, Copyright and Trade Secret Indemnification**

- 9.4.1** The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

- 9.4.2** In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- 9.4.2.1** Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- 9.4.2.2** Replace the questioned equipment, part, or software product with a non-questioned item; or
- 9.4.2.3** Modify the questioned equipment, part, or software so that it is free of claims.

- 9.4.3** The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

#### **9.5 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 Exhibit K (Charitable Contributions Certification), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the 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 or debarment proceedings or both. (County Code Chapter 2.202)

#### **9.6 Data Destruction**

Contractor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards

and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Contractor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

## **9.7 Local Small Business Enterprise (SBE) Preference Program**

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

**9.7.2** The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

**9.7.3** The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

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

1. Pay to 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 ten (10) percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall 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, the Department of Consumer and Business Affairs and Internal Services Department (ISD) of this information prior to responding to a solicitation or accepting a contract award.

## **9.8 Transitional Job Opportunities Preference Program**

**9.8.1** This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

**9.8.2** Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

**9.8.3** Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

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

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

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

## **9.9 Disabled Veteran Business Enterprise Preference Program**

**9.9.1** This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

**9.9.2** Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.

**9.9.3** Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or

employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.

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

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

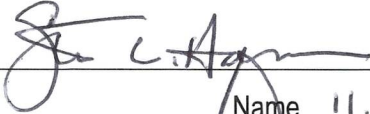
The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and ISD of this information prior to responding to a solicitation or accepting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

IN WITNESS WHEREOF, contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

**CENTERRA INTEGRATED FLEET SERVICES, LLC.**

**COUNTY OF LOS ANGELES**

By

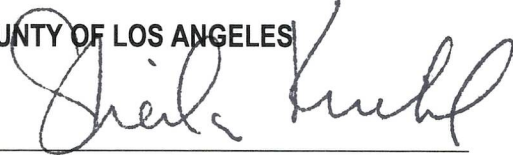


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COO DOE OPS

Title

By



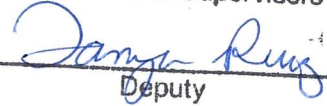
Mayor/Chair, Board of Supervisors



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

CELIA ZAVALA  
Executive Officer  
Clerk of the Board of Supervisors


By

  
Deputy

**ATTEST:**

Celia Zavala, Executive Officer of the Board of Supervisors

By

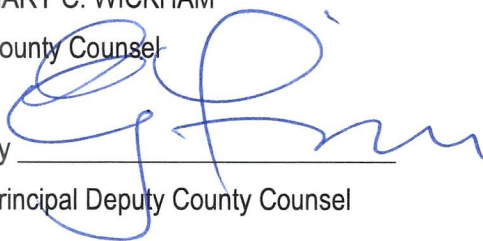
  
DEPUTY

**APPROVED AS TO FORM:**

MARY C. WICKHAM

County Counsel

By



Principal Deputy County Counsel

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

# 28

NOV 27 2018

  
CELIA ZAVALA  
EXECUTIVE OFFICER

78859

**Exhibit A**

## **STATEMENT OF WORK**

**EXHIBIT A**  
**Statement of Work**

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## **1.0 SCOPE OF WORK**

### **1.1 Background**

ISD Fleet provides vehicle fleet maintenance and repair services (fleet services) for all County departments other than Sheriff's, Fire, and Public Works. Various County Departments may utilize the services under this Contract, as customers. Contractor shall provide vehicle fleet maintenance and repair services for the County of Los Angeles at the facilities located within Los Angeles County as shown on Attachment 1 (Facility Specification Sheets) for a fleet of approximately 5,000 assets, including light duty (majority), heavy duty, buses, vans, boats, trailers, other powered, and non-powered equipment (subject to change). Contractor shall provide all services and subcontractor services necessary to perform the requirements specified in this Statement of Work (SOW) while minimizing the costs associated with properly maintaining County's fleet.

### **1.2 Objectives and Goals**

Contractor shall provide timely, quality fleet services while minimizing the costs associated with properly maintaining the fleet. By procuring these services, County intends to accomplish the following goals:

- 1.2.1** Achieve a maintenance and repair turnaround rate of less than one (1) business day eighty percent (80%) of the time and less than three (3) business days ninety-nine point nine percent (99.9%) of the time.
- 1.2.2** Provide excellent overall customer service including ongoing communication with customers on vehicles in for service.
- 1.2.3** Achieve a high standard of fleet safety and reliability.
- 1.2.4** Create an environment where ISD Fleet will be the trust partner and fleet service provider of choice.
- 1.2.5** Minimize fleet services cost and therefore, overall fleet cost and costs to the County.

### **1.3 Contractor Responsibilities – General**

Contractor shall maintain the fleet in a state of repair consistent with generally accepted fleet practices and in accordance with the performance standards and service specifications identified in this Contract and SOW. Responsibilities include but are not limited to:

- 1.3.1** Provide all manpower such as labor, technicians, supervision, and management.
- 1.3.2** Purchase, supply, and manage an on-site inventory of materials and parts pursuant to the provision of such services.
- 1.3.3** Provide any tools and equipment needed (over and above those provided by the County under the terms described in this Contract) to provide services.
- 1.3.4** Provide vehicle collision repair and refinishing.
- 1.3.5** Establish subcontract and sublet services needed including towing.
- 1.3.6** Provide mobile fleet services to vehicles, including off-road equipment within LA County.
- 1.3.7** Manage a Motor Pool and car wash facilities.

1.3.8 Maintain Blue Seal of Excellence Certification at all County facilities.

#### 1.4 Compliance with the County's Living Wage Program

This Contract, excluding the services identified in paragraph 5.0 (Maintenance and Repair - Not Subject to Living Wage Requirements), is subject to the provisions of the 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 as Contract, Exhibit I.

Reference Contract, paragraph 9.1 (Compliance with the County's Living Wage Program) for additional information.

## 2.0 DEFINITIONS

- 2.1 **ALLDATA:** Provider of service and repair information to the professional automotive service and collision industries.
- 2.2 **Automated Fleet Management Information System (AFMIS):** ISD Fleet's fleet management information system. ISD Fleet uses AssetWorks' FleetFocus™M4 or any of its successors. This is an enterprise level, state-of-the-art, fleet management information system.
- 2.3 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.4 **Business Day(s):** Mondays through Fridays, excluding Holidays and as shown on the Facility Specification Sheets.
- 2.5 **Business Hours:** As shown on the Facility Specification Sheet.
- 2.6 **CCC One:** Web based collision estimate guide.
- 2.7 **Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.
- 2.8 **Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.9 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.
- 2.10 **ISD Fleet:** Section within Internal Services Department responsible for overseeing the day-to-day activities of this contract, inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.11 **County's Contract Manager:** Person designated by County with authority for County on contractual relating to this contract.
- 2.12 **County's Project Manager:** Person designated by County's to manage the operations or administrative matters under this contract.
- 2.13 **Holidays:** County holidays.
- 2.14 **Department Head:** Director of Internal Services Department.

- 2.15 **Department:** Internal Services Department (ISD).
- 2.16 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.17 **Heavy-Duty:** Vehicles 14,001 GVW or greater.
- 2.18 **Light-Duty:** Vehicles up to and including 14,000 GVW.
- 2.19 **Motor Pool:** A group of vehicles belonging to ISD Fleet that is available for rent by customer on a daily basis. The intended usage of these vehicles is as replacement vehicles while owned or assigned vehicles are in the facility for maintenance or repair and short-term daily usage to conduct County business.
- 2.20 **OEM:** Original equipment manufacturer.
- 2.21 **Performance Requirements Summary (PRS):** Attachment 9 (Performance Requirements Summary) identifies requirements of the Contract that will be monitored by County to ensure that Contractor meets Contract performance standards.
- 2.22 **Portable Equipment:** Equipment that is moved relatively easy from location to location.
- 2.23 **Services:** Any and all work, tasks, deliverables, repairs, maintenance, installation and other services performed by or on behalf of Contractor.
- 2.24 **Sublet Vendors:** Vendors performing services not ordinarily performed by the Contractor.
- 2.25 **Supplemental Estimates:** Estimates for services that are supplemental to the original estimate for work to be performed.
- 2.26 **Vehicle Classification:** County's vehicle classification approach (used in AFMIS to classify vehicles) uses the NAFA Standard Vehicle and Equipment Classification System.
- 2.27 **Vehicle Coordinator:** Personnel assigned by the various customer County Departments, to be responsible for initiating, reviewing and approving vehicle equipment repairs, disposals, specifications and maintenance on behalf of that customer Department.
- 2.28 **Work Order:** The record generated each time a vehicle is received for Services under this Contract.

## 3.0 WORK ORDERS

### 3.1 Procedure

- 3.1.1 Immediately, upon receipt of a vehicle at the facility, Contractor shall accurately complete Attachment 2 (Driver Vehicle Condition Report), a.k.a. Beef Sheet, to document customer's concern or purpose for bringing the vehicle in for maintenance or repair and shall provide a copy to the customer immediately at the time vehicle is left for service.
- 3.1.2 Contractor shall open all Work Orders in AFMIS immediately, but no later than one (1) hour of vehicle arriving at the facility for service, or two (2) hours if the vehicle is dropped off by tow truck or during the weekend. Work Orders may not be split for supplemental work.
- 3.1.3 Contractor shall provide a copy of the Driver Vehicle Condition Report, Work Order, and estimate to the customer within one (1) hour in person or via email.

3.1.4 Contractor shall update Work Order and individual job statuses timely and accurately. All parts, subcontracting, and sublet services shall be recorded in AFMIS. Each entry must clearly define at a minimum parts, labor, tax, and miscellaneous charges.

3.1.5 All Contractor e-mails to customers must be sent through the County e-mail system.

## 3.2 Turnaround Time

3.2.1 Contractor must adhere to the turnaround times set forth in Attachment 3 (Turnaround Time).

3.2.2 Contractor shall use AFMIS's automated Work Order completion notification function to notify customer when services have been completed and vehicles are ready to be picked up. Contractor shall provide a printed copy of the final Work Order charges to each customer upon pickup of their vehicle from the facility.

3.2.3 Contractor must notify the Vehicle Coordinator by phone, County e-mail, or in person when a vehicle cannot meet the required turnaround times indicated in Attachment 3 (Turnaround Time) and/or will be in the facility for more than three (3) business days. Contractor will advise the Vehicle Coordinator of the reason for the delay and the estimated time when the vehicle will be ready for pickup. Exceptions to the turnaround times may include:

### 3.2.3.1 Accident, Misuse, Abuse, or Vandalism Repairs

If the cost of repair is less than \$2,000, the repair must be completed within ten (10) calendar days of estimate approval or release from "held for investigation" classification. If the cost of repair is \$2,000 or greater, the repair must be completed within twenty (20) calendar days of estimate approval or release from "held for investigation" classification. Contractor shall notify customer verbally or in writing by close of next business day of damage noted when vehicle is delivered to Contractor for repairs.

### 3.2.3.2 Vehicles Awaiting Repair Authorization from County

In cases where Contractor is awaiting repair authorization from County to proceed with a given repair, turnaround time includes all time from the opening of the Work Order until customer notification of the completion of the work minus the time Contractor is waiting for authorization from the customer to proceed. In addition to appropriate status codes to stop and start the clock within the system, notation of the customer notification will be recorded in the Work Order notes section of the system. These notes will include the individual from the customer that was notified, date and time of notification, and the nature of the repair that requires authorization, including estimated cost.

### 3.2.3.3 Major Component Failure

The amount of time allowed for these repairs will be decided by County as a function of the need for the vehicle and the nature of the repair.

### 3.2.3.4 Vehicles Exempted by County

In instances where ISD Fleet decides that it would be its best interests to temporarily waive vehicle turn around performance standards, ISD Fleet will provide Contractor with written notification of this decision including specification of the time period for which these standards will be relaxed. All pending Work Orders are exempted from 12:00 AM Saturday through 12:00 AM Monday, i.e., the weekends, and for the same time period (midnight to midnight) over Holidays.

**3.2.4** Contractor shall record such notification in the Work Order notes section of AFMIS and include the Vehicle Coordinator that was notified, date and time of notification, reason for the delay, and estimated time of when vehicle will be ready for pickup.

**3.2.5** Contractor must notify the Vehicle Coordinator and, if appropriate, the driver of vehicle completion. Notification to the Vehicle Coordinator shall be via the notification function within the AFMIS. Notification to the driver, if applicable, shall be via phone, text or through County e-mail and details of the notification shall be recorded in the AFMIS Work Order notes.

### **3.3 Estimates**

**3.3.1** Contractor shall provide estimates for all work to be performed, including safety items, in such time as to permit the meeting of performance standards. ISD Fleet may request to review any estimate at any time, including prior to submission to Vehicle Coordinator.

**3.3.2** Supplemental estimates may be required due to results of initial diagnosis, unseen damage, repairs overlooked in the initial creation of the Work Order or other unforeseen circumstances. Supplemental estimates are subject to review and approval by ISD Fleet prior to submission to Vehicle Coordinator.

**3.3.3** For any repairs over five thousand dollars (\$5000), in addition to the estimate, Contractor shall complete a Vehicle Condition Assessment (Attachment 4) (aka Repair/Replace Worksheet) and submit to ISD Fleet for review.

**3.3.4** Contractor shall utilize mechanical labor times as published by ALLDATA, or equivalent, with ISD Fleet's written approval, including proper allowances for combination operations (overlaps). Contractor shall obtain ISD Fleet's written approval prior to using labor time not published in the Time Guide.

**3.3.5** Contractor shall enter all time estimates into AFMIS within a timely manner.

**3.3.6** Contractor must obtain written approval by Vehicle Coordinator or designee on all estimates, prior to performing any work, unless prior written approval is already on file. If work is performed without prior written approval, such work shall be performed at the cost of Contractor.

**3.3.7** Diagnosis time over one (1) hour in aggregate on each Work Order must be pre-approved by ISD Fleet. The eligibility for such diagnosis fee will be determined on a case-by-case basis by ISD Fleet based on ALLDATA information for the items or systems diagnosed. In no instances shall the Contractor bill the County for diagnosis charges over one (1) hour without the prior approval of the ISD Fleet.

- 3.3.8** In those instances wherein the ISD Fleet determines the repair estimate to be excessive or inappropriate, or workmanship has failed to meet Contract standards, County may seek review by a third party and/or negotiate with Contractor for revisions in repair costs. County may also, at its sole discretion, send the vehicle to an outside vendor for estimates and/or repairs. All such costs of repair, including but not limited to, transportation, estimate and parts shall be paid directly by Contractor. No subcontracting and/or sublet service administrative fees shall apply.

#### **3.4 Vehicle Collision Repair and Refinishing Estimates**

- 3.4.1** Contractor shall utilize vehicle collision repair and refinishing labor times as published by the CCC One estimating guide or equivalent with prior County written approval, including proper allowances for combination operations (overlaps).
- 3.4.2** Contractor shall utilize the CCC One estimating guide format for vehicle collision repair and refinishing estimates to include all labor, parts, subcontract and sublet services, separately with complete details of each replacement parts (e.g. new, used, rebuilt, or reconditioned) and subcontracted services. Estimated costs will reflect fully burdened costs.
- 3.4.3** Contractor will obtain written approval from ISD Fleet prior to using labor time not published in the CCC One. All time estimates will be entered into the AFMIS by Contractor.
- 3.4.4** Vehicle collision repair and refinishing estimates shall be accompanied by a “replace vs. repair” recommendation based upon, at a minimum, vehicle condition, estimated time and cost of repair versus estimated cost of replacement. Contractor shall reasonably assist applicable County staff in any third party liability recovery effort, as requested.
- 3.4.5** Vehicle collision repair and refinish estimates will be supported by photographs of all vehicle and equipment damage. These photographs will be retained in electronic format in an orderly fashion referencing vehicle and corresponding estimate/Work Order, and be made available to County immediately upon request.
- 3.4.6** Estimates for vehicle collision repair and refinish shall be provided within one (1) business day, unless written approval is obtained from County for unusual circumstances.

#### **3.5 Automotive Fleet Management Information System (AFMIS)**

Automotive Fleet Management Information System (AFMIS) is ISD Fleet’s fleet management information system. Customers are given access to AFMIS to view the status of any vehicle in the facility.

There are Bar code readers and multiple terminals at each facility. Contractor shall make full and proper use of the features and functionality in AFMIS for the convenience of ISD Fleet and customers, including, but not limited to:

- 3.5.1** Enter information into AFMIS timely and accurately as stated in the SOW including but not limited to:

- 3.5.1.1** Utilize appropriate status codes as indicated in the AFMIS Manual.

- 3.5.1.2 Parts, Labor and all sublet transactions.
- 3.5.1.3 Any and all transactions related to the work performed under this SOW in order to maintain vehicle history. In addition, Contractor shall review AFMIS for history.
- 3.5.1.4 Any communication between the customers and Contractors including date email sent, notes and any other pertinent information.
- 3.5.2 Contractor shall run reports for management of the Contract and support customers and shall be provided within two (2) business days of request.
- 3.5.3 Contractor shall maintain safe computer system practices and ensure that County data is protected from destruction and/or viruses. Secure passwords will be established for each computer-using Contractor employee and the Contractor will ensure that employees with passwords properly protect their usage.
- 3.5.4 Contractor shall ensure that County computer systems are utilized for County business purposes only.
- 3.5.5 Contractor shall not change or delete data without the written permission of County. Contractor shall follow applicable policies for adding or modifying any information in AFMIS.

## **4.0 MAINTENANCE AND REPAIR**

Contractor will perform the following services and such other related services as may be required to assure the continuity of effective and economical operation of County's fleet. Contractor shall provide maintenance and repair services in such a manner as to minimize disruption to customer's operations.

### **4.1 General Vehicle Repairs**

- 4.1.1 Contractor shall perform all vehicle repairs in a manner consistent with contemporary professional standards. All repairs shall be completed in the most expeditious manner possible and the quality of workmanship shall be equal to or greater than Original Equipment Manufacturer (OEM) standards. Repairs requiring licensing or certifications shall be performed by technicians currently possessing the valid licenses or certificates required to perform such repairs.
- 4.1.2 The following repair work are integral parts of the service:
  - 4.1.2.1 Welding and fabrication work include, but are not limited to, repairing and replacing tail pipes, mufflers, towing hitches, boom rests, booms and supports, vehicle steps, tailgates, trailers, stiff legs, jacks, hinges, latches, brackets, housings, sleeves, bushings, and so forth.
  - 4.1.2.2 Fiberglass repair and fabrication work include, but are not limited to, repairing and replacing hoods, bodies, booms, buckets, steps, shields, doors, tubes, and so forth.
- 4.1.3 Contractor must conduct a road or appropriate operations test on all vehicles that have had safety related repairs or adjustments (e.g., brakes, steering, aerial lift, etc.). These vehicles must be deemed safe to operate by Contractor prior to being returned to

service. Contractor will ensure that all light bars on County emergency vehicles are covered prior to any road or operations tests.

- 4.1.4** Vehicles required to be transported to outside of County facilities for services shall be transported by Contractor at no additional charge to County.
- 4.1.5** All applicable Bureau of Automotive Repair rules governing ball joint replacement, transmission replacement and other replacement items are applicable to the Contractor.
- 4.1.6** Contractor shall provide printed copy of final pricing worksheet to customer at time of vehicle pickup from the garage
- 4.1.7** Use of fluid flushes, induction services, fuel injector flushes, etc. shall not be used unless approved by ISD Fleet or designee in writing prior to use.
- 4.1.8** Prior to returning any vehicle for service, regardless if maintenance and repair performed by Contractor or subcontract/sublet service, the Contractor shall conduct a Quality Control check to ensure that the vehicle is ready to be released for service by completing the Quality Control Sheet and road test, as applicable.
- 4.1.9** Vehicle keys lost by the Contractor shall be replaced by the Contractor, at their expense, the same day.

## **4.2 Vehicle Collision Repair and Refinishing**

- 4.2.1** Vehicles requiring body and/or paint repairs shall be serviced at either the nearest County facility or at a Subcontractor facility located within fifteen (15) miles of the nearest County facility, unless prior written approval is issued by ISD Fleet.
- 4.2.2** Such repairs shall be performed only after an approved estimate is received from the customer. Estimates shall be created utilizing the CCC One estimating guide. Estimates shall include photos of the vehicle, specific areas of damage identified in the Estimate and any other relative photos that support the estimate and must, at minimum, include the unit number and license plate number.
- 4.2.3** Contractor shall ensure that all provisions specified under paragraph 3.6 (Subcontracting and Sublet Services) are followed including rotation of subcontractors.

## **4.3 Quick Fix Services**

- 4.3.1** Contractor shall provide Quick Fix services to County's fleet during all facility hours.
- 4.3.2** Quick Fix services shall be provided for repairs that can be completed in less than one (1) hour when the customer delivers the vehicle to the facility and chooses to wait for the service.
- 4.3.3** Quick Fix services include, but are not limited to, tire repair/replacement, single item minor repair, e.g. belt or light bulb, battery diagnosis and replacement, replacing of wiper blades, fuses; replacing a belt or a hose; tire pressure or as established by ISD Fleet. More examples of Quick Fix services (inspect, service, and/or repair) are as specified by ALLDATA, or equivalent.
- 4.3.4** Quick Fix services will be documented with Work Orders entered in AFMIS real-time.

#### **4.4 Preventive Maintenance (PM) Program**

- 4.4.1** Contractor shall perform PM services in accordance with PM schedules established by ISD Fleet and described in Attachment 5 (PM Program). At a minimum, the PM schedule is as follows:
    - 4.4.1.1** For vehicles older than eight (8) model years from the current model year, PM shall be conducted every six (6) months or 5,000 miles, whichever occurs first.
    - 4.4.1.2** For vehicles less than eight (8) model years from the current model year, an 08 inspection shall be conducted every six (6) months except when included with a PM Service. In these instances, PM Service shall be in accordance with the OEM recommendation and standards – whichever occurs first.
  - 4.4.2** The PM program will be reviewed annually or as deemed necessary to ensure that they meet manufacturer requirements and reflect changes in County's fleet composition and operational needs, generally accepted fleet practices, and experience with County's fleet. The PM program as shown on Attachment 5 may be modified with 30 day notice to the Contractor.
  - 4.4.3** The PM program shall be equivalent to or exceed OEM specifications and warranty requirements, and any government regulations that apply. Aftermarket treatments, additives, and services shall not be permitted except when approved in writing by ISD Fleet prior to each application of such treatments, additives or services.
  - 4.4.4** Contractor shall complete and retain the following attachments as appropriate, in the Vehicle Service File for each PM performed. This is a legal requirement of the Federal Motor Carrier Safety Regulations and of the State of California's BIT inspection for applicable vehicles. This includes but is not limited to the following:
    - 4.4.4.1** Attachment 6: PM Inspection Sheet
    - 4.4.4.2** Attachment 7: Truck and/or Tractor Maintenance & Safety Inspection Sheet (BIT)
    - 4.4.4.3** Attachment 8: Safety Inspection Sheet
  - 4.4.5** Contractor shall use AFMIS's Forecaster modules to predict when PMs are due, notify customers of PMs being due at least monthly, and to schedule PM services for the convenience of the customer. The PM forecasting capabilities of AFMIS will be used to their fullest possible extent to foster timely notification of PM schedules to customers.
  - 4.4.6** Customers are responsible for delivering their vehicles for service according to the schedule set with the Contractor. If a customer fails to deliver his or her vehicle on the schedule, the Contractor will notify the Vehicle Coordinator immediately and will reschedule the vehicle for service.
- #### **4.5 Vehicle Inspections**
- 4.5.1** All BIT, SMOG, 08, Opacity, Crane, Aerials, and CNG tank inspections along with any other federal, state or locally required inspections must be correctly performed by

properly trained and certified inspectors in accordance with the requirements for such inspections and documented in accordance with the legal requirements.

**4.5.2** Contractor shall make every effort to coordinate inspections and PM or other services to minimize vehicle downtime and provide maximum customer convenience.

**4.5.3** Services or repairs required in preparation for an inspection must be authorized by County in advance.

**4.5.4** Contractor shall follow the reset procedures specified by the vehicle manufacturer for vehicles requiring emission system monitors reset.

#### **4.6 New Vehicle Preparation and Vehicle Disposal**

**4.6.1** Contractor will apply seals as specified by County and arrange for vehicle upfitting as required by customers.

**4.6.2** Contractor is responsible for installing any County seals, logos, bumper stickers, vehicle numbers, and any other identifying insignia as required by County.

**4.6.3** County seals and bumper stickers (e.g. Baby Safe stickers or How Am I Driving stickers) shall be provided by County to Contractor on an as-needed basis. Departmental logos and names, other identifying insignia and vehicle numbers shall be provided by Contractor within 24 hours of the request. The quantity of stickers, seals, etc. used on a vehicle shall be recorded on a Work Order using the appropriate part numbers.

**4.6.4** Contractor will, upon request of County, prepare retired vehicles and equipment for disposal. Preparation may include removing tags, decals and special equipment; interior and exterior cleaning and performing minor repairs.

#### **4.7 Technical Bulletins, Warranty, and Recall Work**

**4.7.1** Contractor will be responsible for acquiring all manufacturer's technical service bulletins and recall notices pertaining to all applicable vehicles in County's fleet. Contractor will, in a timely manner, disseminate technical service bulletin information to all supervisors and mechanics who repair and maintain vehicles in County's fleet. Contractor will ensure that bulletin directives are followed, unless otherwise directed by ISD Fleet.

**4.7.2** Contractor will administer all warranties, recalls, and campaigns for vehicles, parts, and Subcontractor and Sublet Vendor repairs including receiving reimbursement for such work as applicable. Contractor will seek authorization from vehicle manufacturers to perform warranty and recall work. Such work will be reimbursed directly to Contractor by the manufacturer and County will be held harmless from payment for such work.

**4.7.3** Recalls and campaigns will be created in the AFMIS by ISD Fleet.

#### **4.8 Car Wash and Detailing Services**

**4.8.1** Contractor shall provide car wash services at all properly equipped facilities as identified in Attachment 1 (Facility Specification). Car wash services include, but are not limited to, wash body of vehicle, tire dressing, windows cleaned inside and out, and interior vacuumed. Contractor shall provide all cleaning, disinfecting, and other miscellaneous supplies necessary to provide car wash services.

**4.8.2** Water-based car washes are restricted to a maximum of once per month. Water-based car washes are limited to automated car washes that use re-circulated water or vehicle washing processes that utilize a maximum of ten (10) gallons of potable water. Alternative cleaning methods may be utilized such as dusters or dry wash. Exemptions to these guidelines should be made on a case-by-case basis and are limited to health and safety circumstances, emergency vehicles or apparatus that are frequently subjected to caustic and corrosive environments as well as off-highway operation, or in situations to avoid sea salt/marine air corrosion.

**4.8.3** Contractor shall provide detailing services on all vehicles as requested. Detailing services shall include, at a minimum, washing all exterior surface, cleaning all interior surface, treating all exterior and interior surfaces with protectant (carnauba wax, armor-all type products, etc.) as applicable, treating all tires with protectant, cleaning all windows inside and out to remove all unwanted coatings, and cleaning carpet and upholstery. Contractor shall provide all cleaning, disinfecting, and other miscellaneous supplies necessary to provide detailing services.

#### **4.9 Emergency Services**

Contractor will comply with County's request to provide stand-by fleet services support during emergencies declared by County. County will notify Contractor when an emergency situation exists and the nature and anticipated duration of the response needed from Contractor. Contractor will be on-site and providing service with an appropriate complement of personnel within 24 hours of notification that emergency services are required. Emergencies may require the use of mobile services.

### **5.0 MAINTENANCE AND REPAIR - NOT SUBJECT TO LIVING WAGE REQUIREMENTS**

Certain maintenance and repair services are not subject to the Living Wage Program requirements described in Contract, paragraph 9.1 (Compliance with the County's Living Wage Program), including but not limited to, glass, upholstery, specialty alignments, upfitting (lights, sirens, cages etc.), fabrication, major body or frame work, bucket truck and ladder testing, automatic transmission, major engine work, complicated electronics troubleshooting best done by a dealer, emergency and mobile service, including wrecker service (aka Tow).

Contractor will perform these services and such other related services as may be required to assure the continuity of effective and economical operation of County's fleet. Contractor shall provide maintenance and repair services in such a manner as to minimize disruption to customer's operations.

#### **5.1 Specific Service Requirements**

##### **5.1.1 Mobile Service**

Contractor shall provide mobile repair services to vehicles, including off-road equipment as needed by request of ISD Fleet or under emergency situations with Los Angeles County.

##### **5.1.2 Roadside Assistance and Towing Services**

**5.1.2.1** Contractor will provide Roadside Assistance for all County fleet on a 24/7 basis and a toll free phone number for service requests.

- 5.1.2.2 Roadside Assistance includes, but is not limited to, towing, installing spare tires, opening vehicle due to lockout, winching out due to stuck in ditch/sand/mud, providing up to five (5) gallons of emergency fuel, and other minor repairs as required.
- 5.1.2.3 Contractor will establish a single toll free phone number for Roadside Assistance service calls and provide stickers for identifying Contractor's toll free phone number. Contractor will provide ISD Fleet sticker specifications within thirty (30) calendar days after Contract execution for approval. Upon approval, Contractor will provide County no less than four thousand (4,000) stickers.
- 5.1.2.4 Responding unit must arrive on the scene within one (1) hour from the time the dispatcher receives the call.
- 5.1.2.5 Contractor shall ensure that towing services are not dispatched for services that can be completed on location, such as battery changes and tire changes for vehicles without spare tires, etc.
- 5.1.2.6 Vehicles requiring towing services shall be transported to a facility identified in Attachment 1 (Facility Specification) that can accommodate the repairs.
- 5.1.2.7 Contractor is responsible for leaving a tow invoice copy with each vehicle towed. The tow invoice copy must indicate the number of miles towed, arrival and drop off time, service provided, location/address of vehicle pick-up and drop off site, vehicle plate number, vehicle identification number, County or Contractor employee name and number, and County vehicle number. Contractor is responsible for ensuring tow invoices are included on the same Work Order for the repair which necessitated the tow.
- 5.1.2.8 Subcontractors must provide tow invoices to Contractor within twenty-four (24) hours of service provided.

## **6.0 MOTOR POOL MANAGEMENT**

ISD Fleet operates a Motor Pool for the convenience of its customers. Contractor will manage a portion of the County's Motor Pool available at each facility. Motor Pool vehicles are generally garaged at County facilities and used by more than one County employee on a regular basis to conduct a variety of County business. These are used mainly for the purpose of transporting employees and typically do not have specialty equipment installed. Motor Pool vehicles may include regular passenger vehicles, mini-vans, vans, off-road vehicles, and buses.

Contractor will handle reservations, check out, and check in of Motor Pool vehicles including:

### **6.1 Reservations, Check Outs, and Check Ins**

- 6.1.1 Use AFMIS's Motor Pool module to make reservations and to dispatch Motor Pool vehicles and ensure correct and complete documentation of the rental in AFMIS.
- 6.1.2 Ensure that employees accurately complete and submit the Motor Pool Ticket form before a vehicle is released.

- 6.1.3** Ensure vehicle is clean inside and out (including windows) and fuel tank is filled, prior to pick-up.
- 6.1.4** Upon return of Motor Pool vehicles, walk around the vehicle and inspect for new damage and complete documentation of any damage to vehicle. With approval of the ISD Fleet, this damage should be repaired at the expense of the customer of the vehicle. Any damage not noted by Contractor and is subsequently “discovered” shall be repaired at the expense of the Contractor.
- 6.1.5** Motor Pool vehicles may not be assigned to the same employee for more than ten (10) consecutive business days, without written justification and approval by the Department Head or Chief Deputy. Contractor shall report to ISD Fleet of any Motor Pool vehicle that exceeds ten (10) calendar days rental.

## **7.0 SUBLET SERVICES**

Contractor may utilize Sublet Vendors as follows:

- 7.1** Contractor shall coordinate and be responsible for all sublet services.
- 7.2** Sublet Vendors must be approved by ISD Fleet prior to performing work. County reserves the right to disallow usage of a Sublet vendor. Contractors shall ensure that all Sublet Vendors are used on a rotational basis.
- 7.3** Sublet Vendors and are required to conform to the same service requirements, turnaround times, labor times, and billing requirements as Contractor.
- 7.4** Sublet services shall be performed by vendors that are located within a fifteen (15) mile radius of the County facility at which work is being performed, unless prior written approval is received by ISD Fleet.
- 7.5** Contractor shall charge actual invoice cost for all sublet services in accordance with Contract, Exhibit 1 (Pricing Schedule). Contractor shall assume all liability and responsibility for all services, parts, and workmanship performed by any Sublet Vendor.
- 7.6** Contractor shall maintain an accurate and current list of Sublet Vendors and their hourly rates for services.
- 7.7** Contractor shall ensure Sublet Vendor invoices are entered in accordance with paragraph 3.5 (Automotive Fleet Management Information System (AFMIS)).

## **8.0 PARTS**

### **8.1 Parts Inventory**

Contractor will procure, stock, and furnish all parts, materials, supplies, and fluids required for the operation and maintenance of all County vehicles in accordance with industry standards and parts management practices acceptable to the County and meeting all relevant OEM and County standards/specifications. Part inventory at each facility shall be sufficient to meet turnaround times set forth in paragraph 3.2.1. Exceptions may be granted on a case-by-case basis and only with County approval.

## **8.2 Parts Ownership**

All parts will remain the property of the Contractor or the Contractor's supplier until such time as they are placed on or in a County vehicle.

## **8.3 Parts Management**

Contractor is required to issue all parts against open Work Orders in AFMIS. The AFMIS has a robust inventory management capability complete with bar coding and pricing algorithms. At a minimum, the Contractor shall:

**8.3.1** Retain replaced parts by tagging them with Work Order Number, Unit Number, and completion date of Work Order. Such parts shall be placed in a secure area into numbered bins corresponding to the last digit of the Work Order number. Retained parts shall be made available for inspection upon request by ISD Fleet at any time during business hours.

**8.3.2** Purge retained parts inventory on a monthly basis. Parts shall be discarded using methods appropriate for the type of part to be discarded and in accordance with applicable laws and safety standards. Parts to be retained less than one (1) month after the Work Order completion date requires written approval from ISD Fleet.

## **8.4 Cannibalization of Parts**

The Contractor shall not cannibalize parts from County vehicles for use on other vehicles without the prior written approval of the County.

## **8.5 Parts Costs**

At times the State has market-favorable pricing with respect to parts through its State-wide contract. The Contractor may be granted permission to purchase parts through the State's channels if it so desires. Furthermore, if conditions or pricing warrants, the Contractor will make every effort to purchase certain parts from the State's contract or from the U.S. Communities contract whenever a cost savings exists.

## **8.6 Quality of Parts to be Furnished**

Parts used to maintain and repair the fleet will meet or exceed the specifications of parts furnished originally for the equipment (OEM). However, if the original manufacturer has updated the quality of the parts for current production, parts supplied under this contract will equal or exceed the updated quality. The County reserves the right to exclude the use of specific part brands or specific components on County vehicles.

### **8.6.1 Tires**

Contractor shall ensure that all replacement tires are new tires of the same quality, size, type, load, wear, and traction ratings as provided by the OEM unless otherwise approved in writing by County.

### **8.6.2 Rebuilt/Remanufactured Parts**

Rebuilt/remanufactured parts must conform to the manufacturer's reconditioning tolerances.

## 9.0 CONTRACTOR'S WARRANTY

### 9.1 Work Warranty

Contractor, Subcontractor, and Sublet Vendor furnished materials, parts, and workmanship shall be free from defects for a minimum period of twelve (12) months or 12,000 miles, whichever occurs first; except as noted below or per the OEM's warranty specification, whichever is greater.

Any part warranties provided by the manufacturer that exceed the minimum requirements listed below shall be recorded in the AFMIS by the Contractor and passed through to the County with written notification of such extended warranty made by Contractor to ISD Fleet at time of part installation. All relevant information shall be entered into the AFMIS including parts, labor and appropriate status codes as per the AFMIS manual.

### 9.2 Minimum Warranty Term

Contractor shall remedy all defects under warranty in accordance with performance specifications unless otherwise approved in writing by ISD Fleet. Contractor shall assume all related costs, including but not limited to, collateral damage, towing, alternate transportation, materials, diagnosis, parts and labor associated with repair of defects under warranty.

#### 9.2.1 Engines & Transmissions (Rebuilt or New)

Three (3) years or 36,000 miles, whichever occurs first.

#### 9.2.2 Batteries

Sixty (60) months:

1. First eighteen (18) months free replacement.
2. Prorated after the first eighteen (18) months through and including the sixtieth (60) month as such using the following formula:

$$\begin{array}{c} \text{New Replacement} \\ \text{Battery Price} \\ \text{(excluding sales tax)} \end{array} - \left( \frac{\begin{array}{c} \text{Defective Battery} \\ \text{original sale price} \\ \text{(excluding sales tax)} \end{array}}{60 \text{ months}} \times \begin{array}{c} \text{Months Remaining} \\ \text{on Defective Battery} \end{array} \right)$$

#### 9.2.3 Tires

Warranty provided by tire manufacturer.

### 9.3 Comebacks, Reworks and Rechecks

Contractor shall perform comebacks, reworks and rechecks when a failure or symptom of failure related to previous repairs or services was performed on a vehicle by Contractor or component thereof occurring with the warranty period.

**9.3.1** A new Work Order with reference to the original Work Order shall be opened.

**9.3.2** Contractor shall ensure that comebacks, reworks and rechecks are completed on a priority basis and in conformance with performance specifications.

## **10.0 FACILITIES AND EQUIPMENT**

ISD Fleet owns facilities that it makes available to Contractor for the maintenance of vehicles and equipment. See Attachment 1 (Facility Specification) for details about these facilities. County may add or delete County-owned and/or County-leased facilities, at the sole discretion of the County's Project Manager or designee. Contractor agrees that such changes shall not change any other term or condition of this Contract. To implement a change of facility, a written notification thereof shall be sent by the County's Project Manager or designee the Contractor.

### **10.1 Use of Facility, Shop Tools, and Equipment**

Contractor shall not use the facility, tools, or other County-furnished property for work on vehicles or equipment not owned or leased by County unless otherwise authorized in writing by County. County property shall not be used in any manner for any personal advantage, business gain, or other personal endeavor by Contractor or Contractor's employees other than in the performance of the work described in the Contract unless otherwise authorized in writing by County.

### **10.2 Days and Hours**

Contractor shall provide all services as set forth in Attachment 1 (Facility Specification) and shall ensure coverage during business hours (e.g. staggered break and lunch times). Hours for individual facilities are subject to change without notice. Contractor is not required to perform services on Holidays unless an emergency condition has been declared.

### **10.3 Facility Fixture Malfunctions**

Contractor will notify County within twenty-four (24) hours of discovery of any facility fixture which malfunctions. If County determines facility fixture's malfunction is due to Contractor negligence, Contractor shall be responsible for the cost to repair or replace the damaged fixture.

### **10.4 Facility Modification**

Contractor will not make any changes, modifications, alterations or improvements to any County facility without prior written approval from County's Project Manager. Contractor will immediately, at Contractor's expense, restore modifications not approved by County to its original condition. Contractor's failure to restore the facility shall result in restoration by County at Contractor's expense.

### **10.5 Facility Maintenance**

Contractor will be responsible for housekeeping and supplies, which may include janitorial service if specified on the Facility Specification Sheet. Maintenance services of all facilities will be cared for by the Contractor as follows:

#### **10.5.1 Car Wash Bay Maintenance**

Contractor shall clean the car wash bay and surrounding area daily.

#### **10.5.2 Sweeping/Cleaning Floors**

**10.5.2.1** Sweep/vacuum to pick up trash/debris.

**10.5.2.2** Remove oil, grease, and other stains from facility surfaces.

**10.5.2.3** Water/wash down floor. This shall not be performed until steps one and two above are completed.

### **10.5.3 Trash Removal**

**10.5.3.1** Empty all portable trash cans, barrels, or containers and remove and dispose of trash and food from facility.

**10.5.3.2** Re-line trash cans, barrels or containers with a heavy-duty bag liner of no less than 3 mils thickness.

**10.5.3.3** Contractor will be responsible for the appropriate temporary storage and scheduled removal of all non-hazardous waste. Contractor may utilize County's trash disposal dumpsters for the disposal of non-restricted/non-hazardous waste, resulting from the maintenance of County's fleet.

**10.5.3.4** Keep lunch rooms and working areas free of food debris.

### **10.5.4 Eyewash Station**

Eyewash stations will be visually inspected for cleanliness at least weekly and will be cleaned every ninety (90) calendar days. Such inspections and cleaning will be clearly recorded on a tag affixed to each eyewash station.

### **10.5.5 Paint Booths**

**10.5.5.1** Clean the interior of paint booths and surrounding areas daily.

**10.5.5.2** Replace paint booth filters as needed.

## **10.6 Facility Inspection**

County will perform in collaboration with Contractor monthly inspections at all facilities operated by Contractor in the performance of this Contract and note any deficiencies on Attachment 9 (Facility Inspection Sheet). Contractor will be provided a copy of a monthly Facility Inspection Report on the day of inspection and shall be responsible to rectify any deficiencies within the time frame specified on the report.

## **10.7 Facility Lot Check**

**10.7.1** Contractor shall conduct a daily inventory of the vehicles on the facility (Lot Check) to ensure all vehicles are accounted for with active Work Orders in the AFMIS. At a minimum, the Contractor shall record the following information:

**10.7.1.1** Unit Number

**10.7.1.2** Parking Location (or space)

**10.7.1.3** Confirmation of keys in possession. (If no keys, document reason)

**10.7.1.4** Vehicle Status:

1. If active, provide Work Order number.
2. If vehicle status is other than active, provide last Work Order number including date, department name, and summary of communication to customer to pick up vehicle from lot.

**10.7.2** Contractor shall summarize the information and provide the County with a weekly summary of vehicles on the lot each day. Additionally, the Contractor shall notify the

County if vehicle has been on the lot for than three (3) business days after customer notification that the Work Order has been completed or notification to pick up the vehicle.

## **10.8 Shop Equipment**

**10.8.1** Contractor may utilize County provided equipment set forth in Attachment 1 (Facility Specification). Contractor shall bear all maintenance and repair costs associated with Contractor's use of said equipment (e.g. tire mounting/balancing machines, brake lathes, etc). County and Contractor shall prepare a joint inventory list and perform a site inspection of all equipment. Contractor will be required to acknowledge in writing the receipt of all equipment provided by County for Contractor's use. County and Contractor will update the equipment list annually, throughout the term of the Contract. Alternatively, Contractor may provide such equipment at its own expense.

**10.8.2** Contractor will notify County within twenty-four (24) hours of discovery of any equipment breakdown or malfunction. If County determines equipment failure or malfunction is due to Contractor negligence, Contractor shall be responsible for the cost, repair, and replacement of damaged equipment.

**10.8.3** Sixty (60) calendar days prior to the expiration of the Contract or immediately upon termination, County and Contractor will take an inventory of all equipment. Upon termination or expiration of all services of the Contract, said equipment will be returned in the same condition in which it was provided to Contractor, less normal wear and tear. Contractor will be responsible for replacing any missing, stolen, or destroyed equipment with comparable equipment at Contractor's expense. If equipment is not replaced, the cost of replacement will be made to Contractor's final invoice.

## **10.9 Shop Supplies, Tools, and Portable Equipment**

Contractor shall provide, maintain, and repair at their sole expense, all of the following necessary to perform all services set forth in this Contract:

### **10.9.1 Shop Supplies**

Expendable items such as towels, chemicals and other items used in vehicle servicing.

### **10.9.2 Tools**

Tools which are used by multiple technicians such as floor jacks, transmission jacks, scan tools, etc.

### **10.9.3 Portable Equipment**

Equipment that is moved relatively easily from location to location, including, but not limited to, engine analyzers, air conditioning recharging machines, battery chargers, grinders, battery testers, etc. County may, at its discretion, provide certain portable equipment. Any portable equipment provided by County under this provision shall remain the property of County and the maintenance/repairs of such equipment shall be the responsibility of Contractor.

## **10.10 Waste Management**

**10.10.1** Contractor will be responsible for disposal of all hazardous trash and waste generated in providing the services set forth in this Contract, including without limitation, used tires,

parts, metal, oil, oil filters, antifreeze, fuel, Freon, and batteries, according to all applicable laws including OSHA and EPA regulations.

**10.10.2** Contractor will provide training to Contractor's employees and agents working with and handling hazardous materials, in accordance with all applicable laws including OSHA and EPA regulations.

**10.10.3** Contractor will develop and maintain contingency plans for handling a spill or other mishap, on all hazardous chemicals and other hazardous wastes. This document/plan will contain the materials' origin, use, transportation, and ultimate distribution and disposal. All disposals will be in accordance with applicable laws including OSHA and EPA regulations.

## **10.11 Safety**

**10.11.1** Contractor's Project Manager or designated representative will provide an immediate oral report followed by a written report of any incident/accidents that occur on County property. The written report is due within 24 hours of occurrence or discovery of occurrence to the County's Project Manager and ISD Safety.

**10.11.2** Contractor shall furnish and maintain safety supplies and equipment, including first-aid kits and flashlights at all facilities. Contractor will use materials and equipment that are safe for the environment and personnel. Contractor personnel must be trained in the use of basic safety equipment.

**10.11.3** Contractor is responsible to ensure the safe keeping of all County vehicles at facilities (e.g. keeping vehicle doors locked, keeping vehicle windows closed during rain, etc.). Any vandalism, theft or damage to vehicles determined to be the responsibility of Contractor, by failure of safekeeping, shall be repaired at the expense of Contractor.

**10.11.4** County does not warrant or guarantee against the possibility that safety or environmental hazards or potential hazards may exist at the facilities Contractor will be responsible for identifying any hazardous conditions and notifying County of these conditions within thirty (30) calendar days of the start of the Contract.

## **11.0 CONTRACTOR PERSONNEL**

Contractor will staff facilities to achieve the performance standards and meet all requirements of this Contract.

### **11.1 Contractor's Project Manager and Contractor's Operations Manager**

**11.1.1** Contractor's Project Manager and Contractor's Operations Manager shall both have five (5) years' experience, within the last ten (10) years of technical and managerial experience in fleet services.

**11.1.2** Contractor shall provide a transition plan prior to any changes. The proposed Contractor's Project Manager and/or Contractor's Operations Manager must be approved by County prior to a changeover.

### **11.2 Contractor's Shop Supervisor**

**11.2.1** Contractor's Shop Supervisors are required to have a minimum of seven (7) years' experience within the last ten (10) years in fleet services.

### **11.3 Contractor's Body Shop Supervisor**

- 11.3.1** Contractor's Body Shop Supervisors are required to have a minimum of seven (7) years' experience within the last ten (10) years of technical and supervisory experience in the field of vehicle collision repair and refinishing.

### **11.4 Staff**

- 11.4.1** Contractor's staffing plan must include all performing work referenced herein. The plan must include an organization chart identifying specific job classifications (with job classification descriptions), the specific number of employees in each job classification.
- 11.4.2** Contractor shall have the responsibility for selecting personnel to perform the services outlined in this Contract and for determining and providing wages, salaries and benefits for its employees.
- 11.4.3** Contractor shall ensure Contractor personnel report to assigned work stations on time and that County facilities are manned during established facility business days and hours and to ensure coverage at all times,

### **11.5 Training**

- 11.5.1** Contractor shall ensure that personnel are trained to render a high degree of courteous, technically competent, and efficient service. Contractor shall control the conduct, demeanor, and appearance of its officers, agents, employees, and representatives.
- 11.5.2** Contractor personnel shall be trained in their assigned tasks and in safety in the work place. All Contractor personnel must work in accordance with Federal, State, and local statutes and directives. Contractor must comply with and maintain with Injury and Illness Prevention Program (IIPP) standards and records in accordance with Federal and State OSHA requirements. Contractor shall provide proof of training and IIPP records upon County request.
- 11.5.3** Contractor is responsible for ensuring that its employees are kept current and properly trained on all appropriate technologies, both existing and new and maintain current ASE Blue Seal Program status.
- 11.5.4** Attend County training programs, if required by County (County will not reimburse for costs associated with attending training programs [e.g. travel, parking, and meeting hours]).

### **11.6 Licensing and Certification**

- 11.6.1** Work activities requiring licenses and/or certifications will be performed by properly trained, licensed and certified technicians and the Contractor shall ensure that technicians maintain current ASE Blue Seal Program status.
- 11.6.2** Contractor personnel, who may operate vehicles in the course of their duties, must have a current and valid California Driver's License applicable to the vehicle class they are driving. Contractor personnel shall not operate any County vehicles outside of facility for reasons other than are required and appropriate for the specific repair.

## **11.7 Uniforms**

**11.7.1** All employees shall wear uniforms which shall include the Contractor's and employee's name in a visible location and a legible color and style.

**11.7.2** Uniforms are to be kept clean and in good repair.

**11.7.3** All uniforms will be provided by and at the Contractor's expense.

## **11.8 Regulatory Permits/Certifications**

Contractor shall be responsible for acquisition and payment of all facilities licenses, permits, and other regulatory certifications necessary to provide Services pursuant to this Contract.

## **12.0 COUNTY'S RESPONSIBILITIES**

### **12.1 Utilities**

County will be responsible for supplying gas, water and electricity to the facilities.

### **12.2 AFMIS Training**

County will provide training to Contractor personnel on AFMIS.

## **13.0 INVOICING AND PAYMENTS**

Contractor shall invoice County for services it has provided during the previous month in accordance with the billing reports and Contract, Exhibit B (Pricing Schedule). Contractor's invoices shall describe the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed. The following process will be followed each month in order to pay the Contractor for services provided under the terms of this Contract:

### **13.1 Preparation of Invoices**

Prior to the 5th work day of each month, i.e., excluding Holidays and weekends, ISD Fleet or designee will run billing reports from the AFMIS for the prior month. The billing reports will show:

**13.1.1** Quantity of labor hours

**13.1.2** Dollar amount represented by these labor hours

**13.1.3** Dollar amount for parts that have been issued to vehicles

**13.1.4** Dollar amount of sublet charges

**13.1.5** Number of Motor Pool rentals.

This report will serve as the basis for the contractor's invoice to the County for services it has provided during the previous month.

### **13.2 Invoice Submission**

**13.2.1** Contractor shall submit two (2) copies of the monthly invoices along with Exhibit J (Payroll Statement of Compliance) to the County by the 15th calendar day of the month following the month of service to:

County of Los Angeles  
Internal Services Department

**13.2.2** All invoices submitted by the Contractor for payment must be correct, properly formatted, and delivered to the proper address, in accordance with the instructions above. Invoices submitted incorrectly will be rejected and returned.

**13.2.3** **No invoice will be approved for payment unless Exhibit J (Payroll Statement of Compliance) is included.**

**13.3 County Approval of Invoices**

**13.3.1** All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld

**13.3.2** County reserves the right to review additional documentation to be provided upon County's request to Contractor prior to paying any disputed portion of the invoice. Such documentation may include, but is not limited to, invoices to Contractor for parts or sublet and subcontracted services and payroll registers.

**14.0 RECORDS**

Contractor shall track all data related to County's fleet and keep records of all information pertaining to services performed on the County's fleet.

**14.1 Record Access and Ownership**

**14.1.1** Contractor shall provide authorized County representatives access to all electronic and hard data, books, records, correspondence, instructions, plans, drawings, receipts, vouchers, and memoranda for all services provided.

**14.1.2** All reference files and procedures and all electronic data is the property of County upon completion or termination of the Contract.

**14.2 Reference Files and Procedures**

Contractor shall maintain a complete file of service manuals, service bulletins, lubrication charts and other information needed to properly service and repair the fleet.

**14.3 Vehicle Service File**

Contractor shall maintain a hard copy Vehicle Service File for each vehicle. The Vehicle Service File shall contain the vehicle's assigned unit number, make, model, year and serial number (VIN if appropriate), warranty information, and invoice information. The Vehicle Service File shall contain, in chronological order, all Work Orders, inspection records, and supporting documentation such as tow invoices, sublet and subcontract service receipts, opacity test and smog test inspection reports and the like generated for each vehicle. Files shall include historical records for each vehicle to stay compliant with all applicable regulations.

**14.4 AFMIS Records**

**14.4.1** Contractor will utilize the AMFIS to maintain an electronic record keeping and reporting system for all services performed on the County's fleet.

- 14.4.2** Contractor shall update and maintain vehicle data in AFMIS when new components are installed, including but not limited to, key codes, tire information (brand, size, etc.), brakes (including pads) and any serialized components (engines, transmissions, etc.) and shall notify County in writing of such changes

## **15.0 CONTINGENCY PLAN**

Contractor shall have a contingency plan in place to address any interruption or reduction in Service during the term of the Contract due to work stoppages, slow downs, or Contractor's failure to provide adequate staffing, parts and/or service delivery. Contractor shall continue to provide required Services by whatever means available and shall incur all related costs necessary to provide repair and maintenance services as specified in the Contract. Should Contractor fail to supply an alternate service, County shall have the right to continue services by whatever means available and charge any reasonable costs in excess of what would have been paid to Contractor associated with the alternate service to the Contractor.

## **16.0 TRANSITION PLANS**

### **16.1 Service Transition**

Contractor shall provide a transition plan within fifteen (15) calendar days of Contract execution and shall include Contractor's resources, startup operations, detailed staffing plans, activities, and timeframes necessary – not to exceed sixty (60) calendar days - to provide the requirements specified in this Contract.

### **16.2 Phase In – Phase Out**

Upon expiration or termination of the Contract, if Contractor is not chosen to continue in its role, Contractor shall, upon written notification from County, provide phase-in, phase-out services for up to sixty (60) calendar days after the contract expires or is terminated. After notification, Contractor shall cooperate in good faith with a successor in determining the nature and extent of the services, including the development of a mutually acceptable transition plan, subject to approval by the County. Contractor shall provide sufficient, experienced personnel during the transition period to ensure that all services called for by the Contract are maintained at the specified level of contract performance. Contractor shall be reimbursed for all reasonable transition costs, which accrue within the agreed period after contract expiration or termination. Contractor shall cooperate with the successor in allowing as many personnel as practical to remain on the job to enhance the continuity and consistency of the services called for by the contract. Toward this end, the Contractor shall disclose necessary personnel records and allow its successor to conduct on-site interviews with its employees.

## **17.0 QUALITY ASSURANCE/QUALITY CONTROL (QC/QC)**

### **17.1 Annual Meeting**

A meeting will be held no less than sixty (60) calendar days prior to the end of each Contract year. During this annual meeting, Contractor will present a summary of work accomplished relative to service performance standards and all other contractual requirements. The presentation will also include recommendations for changes to improve performance during the upcoming year. A copy of the presentation will be made available to County two (2) weeks before the annual meeting. During the meeting, Contractor's performance will be reviewed. Changes to the Contract resulting from the annual meeting shall be documented in a Contract amendment.

## **17.2 Quality Assurance**

County will monitor Contractor's performance under the Contract using the quality assurance procedures as defined in the Contract, paragraph 8.15 (County's Quality Assurance Plan).

## **17.3 Quality Control**

Contractor shall maintain a comprehensive Quality Control Plan (QCP) to assure County a consistently high level of service throughout the term of the Contract. Contractor's QCP and any changes to the QCP must receive County's written approval in advance. The QCP shall include, but may not be limited to, the following:

- 17.3.1** Method in which Contractor intends to provide services of the Contract including, but not limited to the following:
  - 17.3.1.1** PM Performance
  - 17.3.1.2** Repair Performance
  - 17.3.1.3** Parts Availability
  - 17.3.1.4** Motor Pool
  - 17.3.1.5** Vehicle Safety and Reliability
  - 17.3.1.6** Customer Service
  - 17.3.1.7** Cost Reduction Initiatives
  - 17.3.1.8** Quality Control Processes
- 17.3.2** Method of monitoring to ensure that Contract requirements are being met, including, but not limited to response times, comebacks repairs, Work Order tracking, vehicle down-time, maintenance schedule, and how often reports identifying these issues are reviewed and by whom.
- 17.3.3** Mechanism used to maintain and monitor all Work Orders.
- 17.3.4** Technician training schedule, including but not limited to the date of training and the areas or vehicles and types they are trained in and dates ASE Blue Seal Program status achieved.
- 17.3.5** Mechanism Contractor uses to maintain records of all inspections conducted by Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action. All information shall be provided to County upon request.
- 17.3.6** Explanation of the process used from the time a formal complaint or Contract Discrepancy Report (CDR) has been received until such time a complaint or CDR has been resolved and completed.
- 17.3.7** The Quality Control Plan shall be submitted within fifteen (15) calendar days of request.

## **17.4 Scheduled Meetings**

County and Contractor shall mutually agree to meet weekly and as-needed throughout the life of the Contract. ISD Fleet will participate in all scheduled meetings between County and the Contractor.

County will not reimburse for costs associated with attending on-site meetings (e.g. travel, parking, and meeting hours).

#### **17.5 County Observations**

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during business hours. However, these County personnel may not unreasonably interfere with Contractor's performance.

#### **17.6 Performance Requirements**

County will monitor required services as set forth in Attachment 10 (Performance Requirements Summary/PRS). The services set forth in the PRS are intended to be completely consistent with the Contract, and are not meant, in any case, to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract. In any case of apparent inconsistency between services as stated in the Contract and the PRS, the meaning apparent in the Contract will prevail. If any service seems to be created in the PRS which is not clearly and forthrightly set forth in the Contract, that apparent service will be null and void, and place no requirement on Contractor.

When Contractor's performance does not conform to the requirements of this Contract, County shall have the option to apply the following non-performance remedies:

- 17.6.1** ISD Fleet will immediately give verbal notice and written confirmation of a Contract discrepancy to the Contractor's Project Manager or designee whenever a Contract discrepancy is identified. Contractor shall resolve the problem within five (5) business days after notification, or a time period mutually agreed upon by County and Contractor.
- 17.6.2** ISD Fleet will determine whether a formal Contract Discrepancy Report (CDR) shall be issued. This includes discrepancies not resolved through verbal notices or discrepancies that warrant the bypass of a verbal notice. Upon receipt of a CDR, Contractor must respond in writing to ISD Fleet within ten (10) calendar days of CDR notice, acknowledging the identified discrepancies or presenting contrary evidence. Contractor shall submit a corrective action plan for all deficiencies identified in the CDR to ISD Fleet within fifteen (15) calendar days of CDR notice. The corrective action plan, subject to approval by County, must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- 17.6.3** Reduce payment to Contractor or assess fees by a computed amount based on the PRS and pursuant to Contract, paragraph 5.6 (Refunds and Other Payments).
- 17.6.4** Reduce, suspend or cancel this Contract for systematic problems, deliberate misrepresentations or unacceptable levels of performance.

This section does not preclude the County's right to terminate the Contract, as provided for in the Contract, paragraph 8.42 (Termination for Convenience) and paragraph 8.43 (Termination for Default).

## **18.0 GREEN INITIATIVES**

### **18.1 Initiatives**

**18.1.1** Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits. In using the County’s facilities, the Contractor will develop and adhere to an energy conservation plan that is consistent with County policy, including seasonal thermostat settings.

**18.1.2** Contractor shall notify County’s Project Manager of Contractor’s new green initiatives.

### **18.2 Recycling Requirements**

Contractor is required to recycle the following items:

**18.2.1** Paper and beverage bottles

**18.2.2** Motor oil

**18.2.3** Transmission fluid

**18.2.4** Brake fluid

**18.2.5** Differential fluid

**18.2.6** Coolant

**18.2.7** Batteries

**18.2.8** Oil filters

**18.2.9** Paint booth filters

**18.2.10** Solvent (Used for cleaning paint guns and residual paint)

**18.2.11** Parts Washers

### **18.3 Additional Operational Requirements**

Contractor shall utilize the following to achieve sustainability:

**18.3.1** Use water clarifier in wash bays

**18.3.2** All hoses must have spray properly functioning nozzles and in off position when not in use

**18.3.3** Avoid unnecessary chemicals

**18.3.4** Limit idling time on vehicles

**18.3.5** Use secondary containers for all petroleum products

**18.3.6** Use low VOC paint

## FACILITY SPECIFICATION

Updated: September 2017

## 1. FACILITY

Eastern	Business Days & Hours
1104 N Eastern Ave Los Angeles, CA 90063	M-F 6:30 am to 5:00 pm  Mechanical work must be completed during the following hours: M-F 7:00AM-4:00PM

## 2. FACILITY FEATURES

Description	Yes/No	Quantity	Type
Fuel	Yes	Unleaded 15,000 x 2 Unleaded 10,000 x 1 Diesel 10,000 x 1	Unleaded, Diesel
Bays	Yes	51	Light Duty x 39 Heavy Duty x 12
Hoists	Yes	37	Light Duty x 25 Heavy Duty x 12
Motor Pool	Yes	96	Sedan Pickup Van Utility Stakebed Box Trucks
Office & Storage Space	Yes	1	
Alignment Rack	Yes	1	Bear
Smog Station	Yes	1	Sun
Eye Station	Yes	1	
Overhead Lubrication	Yes	1	Service all bays
Showers	Yes	4	Men's
Car Wash Station	Yes	1	Flat floor
Parts Room	Yes	1	
Parking Spaces	Yes	194	Med/Heavy Duty x 10 Light Duty x 184
Paint Booth	Yes	2	1 large 1 small

## FACILITY SPECIFICATION

## 3. MAINTENANCE TASKS

Description	Frequency
Car Wash Bay Maintenance	Daily
Sweeping/Cleaning Floors	Daily
Restrooms	Daily
Trash Removal	As-needed
Removal and disposal of Hazardous Materials	As-needed
Eyewash Station	Monthly
Paint Booth Filters	As Needed
Paint Booth- Interior Cleaning	Daily

## 4. EQUIPMENT INVENTORY

Description	Make	Model	Serial #	Location
Nugier Press				Brake Lathe Area
GE-Motor Drum Grinder				Brake Lathe Area
Bishman Van Norman		304	8432000	Brake Lathe Area
Rels Van Norman		204		Brake Lathe Area
Bishman Van Norman		405	443502	Brake Lathe Area
Ammco Brake Lathe				Brake Lathe Area
JBC Brake Lathe		600	0307408593	Brake Lathe Area
Robinair A/C Machine			01126	Brake Lathe Area
Robinair A/C Machine			04267	Brake Lathe Area
Ammco Lift				DR#42 Service Drive Area
Forward Manufacture				DR#42 Service Drive Area
Maxon Lift		TPO-7	D707011	DR#42 Service Drive Area
Westward Spring Compressor		5ML75		DR#42 Service Drive Area
Coats Tire Machine	Rim Clamp	7050EX		DR#42 Service Drive Area
Coats Balancing Machine	IBS	2000		DR#42 Service Drive Area
Bear Alignment Machine/Post Lift				DR#42 Service Drive Area
Forward Manufacture				DR#42 Service Drive Area
Forward Manufacture				DR#42 Service Drive Area
Benwil Lift				DR#42 Service Drive Area
Wodel Trans Jack		711	22094	DR#42 Service Drive Area
ATD Trans Jack		743		DR#42 Service Drive Area
Allen Analyzer			K3153	DR#42 Service Drive Area
Sun Scope				DR#42 Service Drive Area
Powermatic Drill Press				DR#45 Drive Area
Balder Bench Grinder				DR#45 Drive Area
Carolina Cherry Picker				DR#45 Drive Area
Nugier Hyd. Press				DR#45 Drive Area
Balder Forklift Hoist				DR#45 Drive Area
Bend Pack 4 Post Above Gmd Lift		BP-18	50639	DR#45 Drive Area
Nugier Hyd. Press				DR#45 Drive Area
Branick Tire Cage		SC	5611140	DR#45 Drive Area
Red HVR Whl. Dolly		WR-13		DR#45 Drive Area
Trans Jack Blue HVR				DR#45 Drive Area
Baldor Bench Grinder				DR#45 Drive Area
Sun Smog Machine			9909A0193	DR#45 Drive Area
Maha Dyno Machine			002788	DR#45 Drive Area
Orange Endlift				DR#45 Drive Area

## FACILITY SPECIFICATION

Updated: September 2017

## 1. FACILITY

Alameda	Business Days & Hours
1055 N Alameda St Los Angeles, CA 90012	M-F 7:00AM-4:00PM

## 2. FACILITY FEATURES

Description	Yes/No	Quantity	Type
Fuel	Yes	Unleaded 10,000 x 2	Unleaded, CNG
Bays	Yes	24	Light Duty
Hoists	Yes	16	7 AGL, 9 in-ground
Motor Pool	Yes	24	Sedan, Van, Pickup
Office & Storage Space	Yes	1	
Alignment Rack	Yes	1	Hunter
Smog Station	No		
Eye Station	Yes	1	
Overhead Lubrication	Yes	1	Service all bays
Showers	Yes	2	Men's
Car Wash Station	Yes	1	Flat floor
Parts Room	Yes	1	
Parking Spaces			
Spray Booth	No		

## 3. MAINTENANCE TASKS

Description	Frequency
Car Wash Bay Maintenance	Daily
Sweeping/Cleaning Floors	Daily
Restrooms	Not Applicable
Trash Removal	As-needed
Removal and disposal of Hazardous Materials	As-needed
Eyewash Station	Monthly

## FACILITY SPECIFICATION

2 OF 2

## 4. EQUIPMENT INVENTORY

Description	Make	Model	Serial #	Location
Lasterjet 2100x1	HP			Office
Monitor	MGC			Office
CPU	Dell-Optiplex			Office
Monitor	Dell			Office
Laser Printer	Zebra			Parts
Monitor	Dell			Shop - alignment rack
Monitor	Dell			Office
Monitor	Dell			Shop
Monitor	Dell			Shop
CPU	Dell			Office
CPU	Dell			Shop
CPU	Dell			Parts
CPU	Dell			Shop - alignment rack
Scanners Barcode Han	Symbol			Shop
Scanners Barcode Han	Symbol			Shop
Scanners Barcode Han	Symbol			Shop
Scanners Barcode Han	Symbol			Office
Bumper Lift				Shop
Hydraulic Press				Shop
Transistor Radio				Office
Mainframe	IBM			Shop
Engine Analyzer	Vetronix			Office
Transjack				Shop
Wheel Alignment Machine				Shop

## FACILITY SPECIFICATION

Updated: September 2017

## 1. FACILITY

Culver City	Business Days & Hours
11236 Playa Ct Culver City, CA 90230	M-F 7:00AM-4:00PM

## 2. FACILITY FEATURES

Description	Yes/No	Quantity	Type
Fuel	No		
Bays	Yes	4	Light Duty
Hoists	Yes	3	Above Ground x 2
Office & Storage Space	Yes	1	
Alignment Rack	No		
Smog Station	No		
Eye Station	Yes	1	
Overhead Lubrication	Yes	1	Service all bays
Showers	No		
Car Wash Station	No		
Parts Room	Yes	1	
Parking Spaces			
Spray Booth	No		

## 3. MAINTENANCE TASKS

Description	Frequency
Car Wash Bay Maintenance	Daily
Sweeping/Cleaning Floors	Daily
Restrooms	Daily
Trash Removal	As-needed
Removal and disposal of Hazardous Materials	As-needed
Eyewash Station	Monthly

## FACILITY SPECIFICATION

## 4. EQUIPMENT INVENTORY

Description	Make	Model	Serial #	Location
Wooden Desk				Office
Wooden Desk				Office
Metal Desk				Office
2 Drawer File Cabinet				Office
2 Drawer File Cabinet				Office
2 Drawer File Cabinet				Office
2 Drawer File Cabinet				Office
Metal Work Bench				Shop
Metal Work Bench				Shop
Metal Work Bench				Shop
Metal Work Bench With Vise				Shop
HAZ-MAT Secondary Containment				Shop
Oil Drain, Portable	Lincoln	613		Shop
Brake Lathe	Ammco	3000D		Shop
Drum Dolly				Shop
Gas Caddy				Shop
Tire Mounting Machine	Coats	7050EX		Shop
Strut Spring Compressor		5M175		Shop
Hydraulic Press	Jacobsen			Shop
Drill Press				Shop
Jack Stand (x2)				Shop
Wheel Balancer	FMC	2500		Shop
Air Conditioning Machine	Enspero	RMS 3034		Shop
Circulating Fan				Shop
PC	Dell			Shop
PC	Dell			Shop
Monitor	Dell			Office
Monitor	Dell			Shop
Monitor	Dell			Shop

## FACILITY SPECIFICATION

Updated: September 2017

## 1. FACILITY

Monrovia	Business Days & Hours
1703 Mountain Ave Monrovia, CA 91016	M-F 7:00AM-4:00PM

## 2. FACILITY FEATURES

Description	Yes/No	Quantity	Type
Fuel	No		
Bays	Yes	11	Light Duty x 8 Medium Duty x 1 Alignment x 1 Wash x 1
Hoists	Yes	9	In ground x 5 Above ground x 4 (including alignment)
Motor Pool	Yes	7	Pickup, Van, Sedan
Office & Storage Space	Yes	1	
Alignment Rack	Yes	1	Hunter
Smog Station	Yes	1	Enviro Products
Eye Station	Yes	1	
Overhead Lubrication	Yes	11	Service all bays
Showers	No		
Car Wash Station	Yes	1	
Parts Room	Yes	1	
Parking Spaces			
Spray Booth	No		

## 3. MAINTENANCE TASKS

Description	Frequency
Car Wash Bay Maintenance	Daily
Sweeping/Cleaning Floors	Daily
Restrooms	Daily
Trash Removal	As-needed
Removal and disposal of Hazardous Materials	As-needed
Eyewash Station	Monthly

## FACILITY SPECIFICATION

## 4. EQUIPMENT INVENTORY

Description	Make	Model	Serial #	Location
Pusher Car	Clark			Shop
Tire Lift				Shop
Laserjet Printer	Hewlet Packard	1200		Office
Monitor	Dell	E771MM	CM2317P	Office
Monitor	Dell	1901FP		Dispatch
Monitor	Dell	1800FP	00019-111-961-062	Shop
Monitor	Dell	1800FP		Office
Monitor	Dell	1800FP		Shop
CPU	Dell	GX620	15MZW21	Shop
CPU	Dell	GX780	88MZW21	Office
PC	Dell	7010	48MZW21	Office
Scanners Barcode	Symbol	LS1902T-1000		Office
Scanners Barcode	Symbol	LS1902T-1000		Office
Scanners Barcode	Symbol	LS1902T-1000		Office
Brake Lathe	Ammco	3000-1		Shop
Engine Crane	Star	200		Shop
Transmission Jack	Blackhawk	67560	E24528	Shop
Hoist	Benwil	TPO-7		Shop
Hoist	Benwil	TPO-8		Shop
Tire Balancer	FMC	5800	EZFG026	Shop
Alignment Machine	John Bean	EEWA510A	V22CW034	Shop
Tire Machine	Coats	7050EX		Shop
Brake Lathe	Ammco	6950	06016045D1	Shop
Cabinet	Bolt Bin			Parts
Tire Machine	Coats	40-40S	40-40S05909	Shop
Alignment Rack	Bendpak	HD-122SX		Shop
Jack 10 Ton				Shop
Drill Press	Rockwell	12-081		Shop
Torch Cart	(Wooden)			Shop
Transmission Jack	Blackhawk	B67554	HH34804	Shop
Printer Laserjet	HP Laserjet	C4224A	USGN373109	Office
AC Machine	MasterCool		229261	
Strut Compressor	Branick	4700	N/A	Shop
Monitor	Dell	1901FP		
Smog PC	Acer	W21206_W		
Smog Printer	Brother	HL-L2340DW		
Press	Fa Nugier	80 Ton		

## FACILITY SPECIFICATION

Updated: September 2017

## 1. FACILITY

Mira Loma	Business Days & Hours
45000 N. 60th St W Lancaster, CA 93536	M-F 7:00AM-4:00PM

## 2. FACILITY FEATURES

Description	Yes/No	Quantity	Type
Fuel	No		
Bays	Yes	7	Light Duty x 6 Medium/Heavy Duty x 1
Hoists	Yes	6	Light Duty x 4 Medium/Heavy Duty x 1
Motor Pool	Yes	1	Van
Office & Storage Space	Yes	1	
Alignment Rack	Yes	1	Hoffmann
Smog Station	Yes	1	WEP Inc.
Eye Station	Yes	1	
Overhead Lubrication	Yes	1	Service all bays
Showers	Yes	1	Men's
Car Wash Station	No		
Parts Room	Yes	1	
Parking Spaces			
Spray Booth	No		

## 3. MAINTENANCE TASKS

Description	Frequency
Car Wash Bay Maintenance	Daily
Sweeping/Cleaning Floors	Daily
Restrooms	Daily
Trash Removal	As-needed
Removal and disposal of Hazardous Materials	As-needed
Eyewash Station	Monthly

## FACILITY SPECIFICATION

## 4. EQUIPMENT INVENTORY

Description	Make	Model	Serial #	Location
Brown Metal 5 Drawer File Cabinet				Main Office
Green Metal 4 Drawer File Cabinet				Main Office
Black Metal 4 Drawer File Cabinet				Main Office
Grey Metal 7 Drawer Desk				Main Office
Grey Metal 4 Drawer Desk				Main Office
Blue Metal 6 Drawer Desk				Main Office
GE Wall Clock		2012		Main Office
Star Plus Wall Mounted Phone		2603E		Main Office
Dell Computer Hard Drive				Main Office
Dell Monitor				Main Office
HP Laser Jet 1200 Series Printer				Main Office
Grey 5 Leg Chair W/Wheels Arm Rest				Main Office
Maroon 5 Leg Chair Wheels Arm Rest				Main Office
Wall Mounted Phone				Main Office
Grey 2 Door Clothing Locker				Main Office
Brown Metal Chairs				Main Office
Blue 6 Drawer Metal Desk				Parts Room
Speed Air Portable Air Tank		27241		Tool Room
Milwaukee Drill Motor				Tool Room
3M Fuel Injector Cleaning System			P/N#08933	Tool Room
Robinair A/C Leak Detector		16500	R12?R134A	Tool Room
Brake Bleeder Tank			#2222	Tool Room
OTC EFI Tester Kit			7233	Tool Room
Snap On Vacuum Tester		SVT270P		Tool Room
Yoko Gawa Leak Detector A/C			R12/R134A-#25303	Tire Room
Snap on Halogen Leak Detector		ACT5550		Tire Room
Snap on Compression Tester			MT 308HB	Tire Room
Snap on Vacuum Pressure Gauge Set			MT311JB	Tire Room
Allen Computer Test Center			092591	Tire Room
Coats Tire Charger		8028700		Tire Room
AMMCO Brake Drum lathe		3000	11802	Tire Room
Brake Rotor Lathe				Tire Room
Grinder	Baldor		1065	Tire Room
Lift	Benwil	TP7	2998	Tire Room
Heavy Truck Tire Dolly				Tire Room
Heavy Truck Tire Dolly				Tire Room
Air Wrench (Big Bertha)	Chicago Pneumatic	CP791		Tire Room
Trans Jack				Tire Room
10 Ton Floor Jack				Tire Room
Drill Press	AMROX	AFIZ		Tire Room
Hydraulic Press			1052989	Tire Room
3 Ton Crane	Chester			Tire Room
Various Weight Jack Stands				Tire Room
Vise	Milton		1006, 1007	Tire Room
Grinder	Dayton	IX-707		Tire Room
Vise	Cleveland		1008	Tire Room
Vehicle Emission Inspection System	ESP		40360520532	Shop Floor
Master Tech Series Scope	Vetronix			Shop Floor
Pak Above Ground Hoist	Bend Pak		20076,50078,50077	Shop Floor
Drive on Hoist 40,000 lbs	Bend Pak			Within facility against East Wall

## Attachment 2

## DRIVER VEHICLE CONDITION REPORT

1 OF 1

## SERVICE LOCATION

- |  |   |
|--|---|
| <input type="checkbox"/> Alameda           | <input type="checkbox"/> Eastern Mechanical |
| <input type="checkbox"/> Culver City       | <input type="checkbox"/> Mira Loma          |
| <input type="checkbox"/> Eastern Body Shop | <input type="checkbox"/> Monrovia           |

VEHICLE NUMBER	MILEAGE	DATE	SERVICE WRITER

## CHECK UNIT THAT IS IN NEED OF REPAIRS AND INDICATE NATURE OF TROUBLE

PM INSPECTION (PM)	<input type="checkbox"/>	FAN (42)	<input type="checkbox"/>
O-8 INSPECTION	<input type="checkbox"/>	FUEL PUMP (44)	<input type="checkbox"/>
ACCESSORIES (SPECIFY) 0	<input type="checkbox"/>	GAUGES (SPECIFY) (03)	<input type="checkbox"/>
AIR CONDITIONING (01)	<input type="checkbox"/>	HORN (54)	<input type="checkbox"/>
ALTERNATOR (31)	<input type="checkbox"/>	LIGHTS (SPECIFY) (34)	<input type="checkbox"/>
BATTERY (32)	<input type="checkbox"/>	RADIATOR (42)	<input type="checkbox"/>
BELTS (53)	<input type="checkbox"/>	SIREN (99)	<input type="checkbox"/>
BODY (SPECIFY) (02)	<input type="checkbox"/>	SPEEDOMETER (03)	<input type="checkbox"/>
BRAKES (13)	<input type="checkbox"/>	STEERING GEAR (15)	<input type="checkbox"/>
CARBURETOR (44)	<input type="checkbox"/>	SUSPENSION (16)	<input type="checkbox"/>
CLUTCH (23)	<input type="checkbox"/>	TIRES (17)	<input type="checkbox"/>
DIFFERENTIAL (22)	<input type="checkbox"/>	TRANSMISSION (27)	<input type="checkbox"/>
ENGINE (45)	<input type="checkbox"/>	WINDSHIELD WIPER (02)	<input type="checkbox"/>
SMOG INSPECTION	<input type="checkbox"/>	WRITTEN EVALUATION	<input type="checkbox"/>

## REMARKS:

DEPARTMENT	PHONE	E-MAIL
PRINT NAME		SIGNATURE
NOTE: SIGNATURE IS NOT AN APPROVAL FOR REPAIRS TO BE PERFORMED		

**Attachment 3****TURNAROUND TIME**

1 OF 1

Updated: September 2017

CATEGORY	ALLOWABLE TIME
Work Orders	Open Work Order in AFMIS within one (1) hour of vehicle arriving at facility
Maintenance and Repairs	80% within one (1) business day of vehicle arriving at facility 99.9% within three (3) business days of vehicle arriving at facility
Quick Fix	(One) 1.0 Hour
Body and Paint Repair	Not to exceed 10 calendar days for repairs less than \$2,000. Not to exceed 20 calendar days for repairs more than \$2,000. (Unless by written agreement with County)
New Vehicle Preparation	2 business days from receipt of prep letter
Emergency Services Response	Same business day
Towing	(One) 1.0 Hour from receipt of call

# VEHICLE CONDITION ASSESSMENT

1 OF 1

Unit #	Work Order #	Vin#
Using Department:	Contact Name:	Phone#
Requested Date:	Completed Date:	Labor Charged:



## Vehicle Condition Assessment



A complete inspection of this vehicle is required to assess its condition and determine whether it will be considered for replacement. Inspect each area and assign its appropriate value (As Indicated Below)

(1) Inoperable (2) Major Repairs (3) Minor Repairs (4) Worn/Aged (5) New Condition

Interior	Chassis	Current Mileage
<input type="checkbox"/> Upholstery	<input type="checkbox"/> Brakes & Lines	<b>5</b> = 0 ↔ 30,000
<input type="checkbox"/> Seat Belts	<input type="checkbox"/> Tires	<b>4</b> = 30,000 ↔ 60,000
<input type="checkbox"/> Floors	<input type="checkbox"/> Suspension	<b>3</b> = 60,000 ↔ 90,000
<input type="checkbox"/> Carpet	<input type="checkbox"/> Struts/Shocks	<b>2</b> = 90,000 ↔ 120,000
<input type="checkbox"/> Radio	<input type="checkbox"/> Springs	<b>1</b> = 120,000 +
<input type="checkbox"/> Gauges	<input type="checkbox"/> Wheel Bearings	<b>Usage (Miles Drive Per Year)</b>
<input type="checkbox"/> Wipers/Washers	<input type="checkbox"/> Ball Joints/Bushings	<b>5</b> = 0 ↔ 5,000
<input type="checkbox"/> Dash	<b>Drivetrain</b>	<b>4</b> = 5,000 ↔ 7,500
<input type="checkbox"/> Lighting	<input type="checkbox"/> Axle/Transfer Case	<b>3</b> = 7,500 ↔ 10,000
<b>Exterior</b>	<input type="checkbox"/> Drive Shaft	<b>2</b> = 10,000 ↔ 15,000
<input type="checkbox"/> Paint	<input type="checkbox"/> U-Joints	<b>1</b> = 15,000 +
<input type="checkbox"/> Dents	<input type="checkbox"/> Axle Fluid	<b>5</b> = 0 ↔ 3 years
<input type="checkbox"/> Rust	<input type="checkbox"/> Transmission Fluid	<b>4</b> = 3 ↔ 5 years
<input type="checkbox"/> Decals	<input type="checkbox"/> Vibration	<b>3</b> = 5 ↔ 7 years
<input type="checkbox"/> Mirrors	<input type="checkbox"/> 4x4 operation	<b>2</b> = 7 ↔ 10 years
<input type="checkbox"/> Taillamps	<b>Added Equipment</b>	<b>1</b> = 10 + years
<input type="checkbox"/> Lighting	<input type="checkbox"/> Lifts	<b>Not on list</b>
<input type="checkbox"/> Glass	<input type="checkbox"/> Tailgates	
<b>Powertrain</b>	<input type="checkbox"/> Cab Body	
<input type="checkbox"/> Oil Leaks	<input type="checkbox"/> Tool Boxes	
<input type="checkbox"/> Coolant Leaks	<input type="checkbox"/> Fuel Transfer Tanks	
<input type="checkbox"/> Transmission Leaks	<input type="checkbox"/> Winch	
<input type="checkbox"/> Engine Running	<input type="checkbox"/> Engine / Generators	
<input type="checkbox"/> Transmission Operation	<input type="checkbox"/> Fluid Reservoirs	
<input type="checkbox"/> Exhaust	<input type="checkbox"/> Motor, Hydraulic/Electric	
<input type="checkbox"/> Battery	<input type="checkbox"/> Aux A/C unit	
<input type="checkbox"/> Belts & Hoses		

Please add your totals of each section in the area below. Then add all of these totals together to get the total vehicle score.

Score	Area	Salvage Vehicle	0-65%
0	Interior	Repairable Vehicle	65-90%
0	Exterior	Good Vehicle	90-100%
0	Powertrain		
0	Chassis		
0	Drivetrain		
0	Added Equipment		
0	Mileage/Use/Age/Not on list		
0	Points Possible	<b>Percentage Score</b>	<b>Recommendation</b>
0	(Box's Filled in x.5)	<b>Total Score ÷ Points Possible =</b>	<b>Please indicate this vehicle's percentage score in the correct box above.</b>
0	<b>Total Score</b>	<b>Percentage Score</b>	
<b>Inspection Comments/Details:</b>			
I have read and understand the above recommendation(s). Please indicate your Department's decision below.			
<input type="checkbox"/> Agree <input type="checkbox"/> Disagree         Customer Signature: _____ Date: _____			

**PREVENTIVE MAINTENANCE PROGRAM (LIGHT-DUTY)**Updated: September 2017**PREVENTIVE MAINTENANCE**

<b>Service</b>	<b>Due</b>
Preventive Maintenance	Older than eight (8) model years from the current model year, every six (6) months or 5,000 miles, whichever occurs first.  Less than eight (8) model years from the current model year, a 08 inspection shall be conducted every six (6) months except when included with a PM Service. In these instances, PM Service shall be in accordance with the OEM recommendation and standards – whichever occurs first
Replace Air Filter	To be replaced as needed
Replace Fuel Filter	Every 105,000 miles (or as applicable)
Differential Service	Every 105,000 miles (or as applicable)
Transmission Service	Every 105,000 miles (or as applicable)
Cooling System Service	Every 105,000 miles
Replace Timing Belt	Every 60,000 miles (or as applicable)
Replace Brake Fluid	Every 105,000 miles

**INSPECTIONS**

<b>Service</b>	<b>Due</b>
08 Safety Inspection	Every 6 Months
Smog Inspection (after the first 6 model years)	Every 2 years based upon VIN
08/BIT (1.5 if done separate - .5 if done with PM)	Every 90 calendar days
Diesel Opacity Test (after 4 model years)	Every 12 months within 30 calendar days of the anniversary date of last inspection
CNG Tank Inspection	Every 36 months or 36,000 miles whichever occurs first
Wiper Blades	Every 2 years regardless of mileage (or as-needed)

Except for PM's and 08/BIT, labor for all jobs is to be as stated in ALLDATA.

Service interval schedule subject to change as deemed necessary by County.

**PREVENTIVE MAINTENANCE PROGRAM (HEAVY-DUTY)**Updated: September 2017**PREVENTIVE MAINTENANCE**

<b>Service</b>	<b>Due</b>
PM	Older than eight (8) model years from the current model year, every six (6) months or 5,000 miles, whichever occurs first.  Less than eight (8) model years from the current model year, a 08 inspection shall be conducted every six (6) months except when included with a PM Service. In these instances, PM Service shall be in accordance with the OEM recommendation and standards – whichever occurs first.
Inspect Air Filter	To be replaced as-needed
Replace Fuel Filter	Every 100,000 miles (or as applicable)
Replace Coolant Filter	Every 100,000 miles
Differential Service	Every 100,000 miles (or as applicable)
Transmission Service	Every 100,000 miles (or as applicable)
Cooling System Service	Every 100,000 miles
Replace Brake Fluid	Every 100,000 miles

**INSPECTIONS**

<b>Service</b>	<b>Due</b>
Smog Inspection (after first 6 model years)	Every 2 years based upon VIN
08/BIT (1.5 if done separately - .5 if done with PM)	Every 90 calendar days
Diesel Opacity Test (after first 4 model years)	Every 12 months within 30 calendar days of the anniversary date of last inspection

Except for PM's and 08/BIT, labor for all jobs is to be as stated in ALLDATA.  
 Service Interval Schedule subject to change as deemed necessary by County.

## Attachment 6A

## PREVENTIVE MAINTENANCE INSPECTION SHEET (LIGHT-DUTY)

1 OF 2

VEHICLE #	METER READING	TYPE Odometer <input type="checkbox"/> / Hour <input type="checkbox"/>
YEAR	MAKE	MODEL
TECHNICIAN	EMPLOYEE #	DATE
FUEL TYPE	COMMENTS	

Road Test (Note: Certain item checks are performed before and during the Road Test)		PASS	FAIL	N/A
1. Check engine oil level		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Check transmission oil level		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Check for major leaks		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Verify Registration and presence of Required License Plates and Permit Numbers		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Walk around vehicle, inspect for body damage and loose or missing components (i.e. moldings, decals)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Check operation of A/C, Heater, and Defroster		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Check Tire pressure in all tires, including Spare, set as required		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Inspect condition, operation, and mounting of all Lights, Warning Devices, Reflectors, and Lightbars		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Inspect condition, mounting, and operation of Mirrors		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Inspect operation of Interior Lighting		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Inspect operation of Window Cranks and/or Switches, Door Handles, Lock Knobs, and Switches		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Inspect condition of Windshield, and all Windows		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Inspect condition and operation of Windshield Washers, and Windshield Wipers (front and rear)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Inspect condition and operation of Seat Adjusters, and Safety Belts		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Check operation of A/C, Heater, and Defroster		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Check operation of Accelerator, Clutch, and Brake Pedals		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Inspect condition and operation of Horn, Turn Signals, and Hazard Flashers		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Inspect operation of Instrumentation and Gauges		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. Inspect condition of Air Brake System and Warning Devices		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. Check operation of all Warning Indicators (i.e. Air Bag, A.B.S., Brakes, etc.)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. Check Steering, Suspension, and Braking performance		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Engine Compartment (Note: Inspect items before vehicle is raised)		PASS	FAIL	N/A
1. Check Transmission Fluid level, condition, and top off as needed		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Check Engine Coolant level, condition, and top off as needed (Caution: Coolant will be hot, remove Radiator Cap carefully)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Pressure Test Cooling System, Tested to _____ lbs		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Inspect condition of Hoses, Coolant Reservoir, and Cooling Fans		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Inspect condition of Battery Cables and connections		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Check Battery Level on Electrical Vehicle and top off as needed		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Inspect RFID.				
8. Inspect Drive Belts for wear and proper tension		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Inspect condition of Air Filter element, clean or replace as required		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Check Power Steering, Brake, and Windshield Washer fluids, and top off as needed		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Inspect condition of Spark Plug Wires		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Attachment 6A

## PREVENTIVE MAINTENANCE INSPECTION SHEET (LIGHT-DUTY)

2 OF 2

Engine Compartment (Note: Inspect items before vehicle is raised)		PASS	FAIL	N/A
12.	Inspect condition of visible Electrical Wiring, connections, and all are securely fastened	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13.	Inspect attached components and mountings to ensure all are secured properly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14.	Lubricate all Door, Hood, trunk Hinges and Latches	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Under Vehicle		PASS	FAIL	N/A
1.	Drain Engine Oil and remove Oil Filter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Inspect Transmission for leaks, lubricate linkage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Inspect Clutch components for proper adjustment, and lubricate if applicable	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Inspect Steering Gear, Cylinder, Linkage, and Hydraulic lines	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Inspect Fuel system for leaks, worn or chaffed lines, and Fuel Filter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	Inspect condition, and mounting of Exhaust Manifolds, Mufflers, Hangers, and Exhaust Pipes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	Inspect condition of Suspension Components, Control Arm Bushings, Ball Joints, Center Link, Idler Arm, Tie Rods, Shock Absorbers, Springs, Hangers, Shackles, U-Bolts, Universal Joints, Yokes, Center Bearings, Frame, and Cross members for damage, cracks, or indication of stress	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	Inspect rear Axle Assembly for leaks, mountings for cracks, and check fluid level	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	Install Engine Oil Filter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.	Lubricate Chassis and Suspension Components	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.	Inspect Wheels and Tires for damage, and record Tread Depth (LF ___ 32 <sup>nd</sup> , RF ___ 32 <sup>nd</sup> , LR ___ 32 <sup>nd</sup> , RR ___ 32 <sup>nd</sup> , Spare ___ 32 <sup>nd</sup> )	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.	Rotate Tires	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Note:</b> With Tires removed for rotation, perform Brake Inspection as follows:				
13.	Inspect condition of Brake System for leaks, and damaged lines.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14.	Inspect condition of Brake Rotors and Drums.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15.	Inspect Brake Linings for wear, or cracked or damaged Pads/Shoes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16.	Measure and record remaining Brake Lining. (LF ___ 32 <sup>nd</sup> , RF ___ 32 <sup>nd</sup> , LR ___ 32 <sup>nd</sup> , RR ___ 32 <sup>nd</sup> )	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17.	Inspect Wheel Bearings for proper adjustment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Engine and Transmission Oils		PASS	FAIL	N/A
1.	Refill Engine Oil	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	With Parking Brake engaged, and Brake Pedal applied, start engine, let idle, turn off engine, and recheck engine oil level. Top off as required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Road test when done

Enter any discrepancies below and notify Supervisor:

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PRINT NAME	SIGNATURE
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## Attachment 6B

## PREVENTIVE MAINTENANCE INSPECTION SHEET (HEAVY DUTY)

1 OF 3

VEHICLE #	METER READING	TYPE Odometer <input type="checkbox"/> / Hour <input type="checkbox"/>
YEAR	MAKE	MODEL
TECHNICIAN	EMPLOYEE #	DATE

Road Test (Note: Certain item checks are performed before and during the Road Test)	PASS	FAIL	N/A
1. Check engine oil level. Check for major leaks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Check fire extinguisher. Check mounting and pin installation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Verify registration and presence of license plates and permit numbers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Check starter operation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Check all warning lights and alarms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Test air pressure build up and record governor setting _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Check lighting of all gauges	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Check oil pressure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Check voltmeter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Check wiper/washer operation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Check air and/or electric horn operation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Check hand throttle (PTO) operation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Check A/C, heater and defroster controls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Check operation of all switches and accessories	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Check clutch free travel and clutch brake operation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Check parking brake operation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Check operation of the gear shift	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Test service brakes (air brakes)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. Check operation of the engine and inspect for excessive smoke	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. Check for excessive steering wheel play or bind	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. Check all interior and exterior lights	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22. Inspect condition of seats and seat belts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23. Check for all safety equipment (flares, triangles)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24. Check radio operation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25. Inspect windshield and sun visors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
26. Inspect floor mat and/or covering and pedal pads	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
27. Check operation of all door locks and windows	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
28. Walk around unit, inspect for damage and loose or missing components	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
29. Inspect mirrors and mountings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30. Check trailer hoses and light cords	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
31. Check mud flaps and brackets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
32. Inspect exhaust stack and mounting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
33. Drain air tanks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Attachment 6B

## PREVENTIVE MAINTENANCE INSPECTION SHEET (HEAVY DUTY)

2 OF 3

Under Hood/Cab (Note: Inspect items before vehicle is raised)		PASS	FAIL	N/A
1.	Check Engine Coolant level, condition, and top off as needed (Caution: Coolant will be hot, remove Radiator Cap carefully)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Pressure test cooling system and check for leaks. Tested to ____ lbs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	While system is pressurized inspect condition of all hoses, reservoir and connections	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Inspect belts for wear and proper tension	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Inspect air filter element and canister	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	Check power steering fluid, brake fluid and washer fluid. Top off as needed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	Check automatic transmission fluid	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	Inspect condition of spark plug wires	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	Inspect condition of all visible electrical wiring and connections	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.	Inspect engine, radiator and condenser mounting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.	Inspect a/c compressor mounting and lines	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.	Check condition of fan and fan clutch if applicable	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13.	Check turbo mounting, exhaust manifold gaskets, exhaust tubing, hangers and muffler	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14.	Check condition of fuel pump and lines	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15.	Lubricate hood latches and hinges	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Lubrication and Oil Change		PASS	FAIL	N/A
1.	Change engine oil and filters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Drain fuel/water separator and change filter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Replace fuel filter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Replace coolant filter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Check and record SCA protection level in coolant ____ UPG (maintain SCA level of 2-2.5 UPG)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	Lubricate all grease fittings, linkages, cables and door hinges	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	Run engine and check for leaks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	Recheck engine oil level	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	Check differential(s) oil level	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.	Inspect transmission for leaks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.	Inspect differential(s) for leaks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.	Attach PM reminder decal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Under Vehicle Inspection		PASS	FAIL	N/A
1.	Inspect steering box and mounting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Inspect the vibration damper	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Check steering shaft and linkage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Inspect condition of center link, tie rods and steering linkages	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Check oil level in the front hubs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	Inspect wheel bearings for proper adjustment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	With front end raised check king pin wear	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	Inspect front brakes, air hoses and wheel seals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	Record front brake push rod travel (RF ____ in, LF ____ in)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.	Check condition of brake linings and drums.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.	Record lining thickness in 32 <sup>nd</sup> (RF ____ 32 <sup>nd</sup> , L/F ____ 32 <sup>nd</sup> ) (Do Not Adjust Automatic Slack Adjusters)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Attachment 6B

## PREVENTIVE MAINTENANCE INSPECTION SHEET (HEAVY DUTY)

3 OF 3

Under Vehicle Inspection	PASS	FAIL	N/A
12. Inspect front springs, shocks and shackles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Inspect starter mounting and connections	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Check for engine fluid leaks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Inspect clutch linkage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Check oil level in the transmission and inspect for leaks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Check transmission breather and clean	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Inspect driveline, U-joints and slip yokes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. Check body and cab mounts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. Inspect rear axle housing(s) and breather(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. Check oil level in differential(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22. Inspect rear springs, shocks and suspension components	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23. Inspect rear brakes, air hoses and wheels seals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24. Record rear brake push rod travel (RF ___ in, LF ___ in, RR ___ in, LR ___ in)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25. Check condition of brake linings and drums	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
26. Record lining thickness (RF ___ 32 <sup>nd</sup> , LF ___ 32 <sup>nd</sup> , RR ___ 32 <sup>nd</sup> , LR ___ 32 <sup>nd</sup> )	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
27. Adjust manual slack adjusters. (DO NOT ADJUST AUTOMATIC SLACK ADJUSTERS)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
28. Inspect rear wheel bearings for proper adjustment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Tire and Wheel Inspection	PASS	FAIL	N/A
1. Check air pressure and adjust as needed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Check valve stems and replace missing caps	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Inspect tread depth and record	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Inspect tire condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Check for mismatched tread or design	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Check wheels for cracks or loose lugs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Enter any discrepancies below and notify Supervisor:

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PRINT NAME	SIGNATURE
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## Attachment 7

## TRUCK AND / OR TRACTOR MAINTENANCE &amp; SAFETY INSPECTION SHEET

1 OF 1

CHP 108 (Rev. 6-05) OPI 062

\* Inspection of these items meets the minimum requirements of 34505.5 CVC

CARRIER NAME			UNIT #	MILEAGE	MILEAGE	MILEAGE	MILEAGE	MILEAGE	MILEAGE	MILEAGE	MILEAGE	MILEAGE	MILEAGE	MILEAGE	MILEAGE
YEAR	MAKE	LICENSE #	JAN OK DEF	FEB OK DEF	MAR OK DEF	APR OK DEF	MAY OK DEF	JUN OK DEF	JUL OK DEF	AUG OK DEF	SEP OK DEF	OCT OK DEF	NOV OK DEF	DEC OK DEF	
	1. Fire extinguisher and reflective warning devices														
	2. Horn, defroster, gauges, odometer, and speedometer														
	3. Mirrors and supports														
	4. Windshield wipers, window cracks														
	5. All lights, signals, reflectors, mudflaps														
	6. Electrical wiring-condition and protection														
	7. Batteries-water level, terminals, and cables														
*	8. Warning devices-air, oil, temperature, anti skid, and/or vacuum														
	9. Radiator and water hoses- coolant level, condition, and/or leaks														
*	10. Belts-compressor, fan, water pump, and/or alternator														
*	11. Air hoses and tubing leaks, condition, and/or protection														
	12. Fuel system-tank, hoses, tubing, and/or pump; leaks														
	13. Exhaust system, manifolds, piping, muffler; leaks and/or condition														
	14. Engine-mounting, excessive grease and/or oil														
	15. Clutch adjustment-free play														
	16. Air filter, throttle linkage														
	17. Starting and charging system														
*	18. Tractor-protection valve														
*	19. Hydraulic brake system-adjustment, components, and/or condition														
*	20. Hydraulic master cylinder level, leaks, and/or condition														
*	21. Hoses and tubing-condition and protection														
*	22. Air brake system-adjustment, components, and/or condition														
*	23. 1 minute air or vacuum loss test														
*	24. Air compressor governor cut-in and cut-out pressures (85-130)														
*	25. Primary air tank-drain and test check valve														
*	26. Other air tank-drain and check for contamination; securement														
*	27. Tires-tread depth, inflation, and condition														
*	28. Wheels, lug nuts, and studs-cracks, looseness, and/or condition														
*	29. Parking brake-able to hold the vehicle														
*	30. Emergency stopping system-labeled and operative														
*	31. Brakes release after complete loss of service air														
*	32. Steering system-mounting, free lash, and components														
*	33. Steering arms, drag links, and/or tie rod ends														
*	34. Connecting devices- fifth wheel, pintle hitch, and/or safety devices														
*	35. Suspension system-springs, shackles, u-bolts, and/or torque rods														
*	36. Frame and cross members-cracks and/or condition														
	37. Drive shaft, universal joints, and/or guards														
	38. Transmission and differential-mounting, leaks, and/or condition														
*	39. Wheel seals-leaks and/or condition														
	40. Under carriage-clean and secure														

## SIGNATURES OF INSPECTORS

JANUARY INSPECTION	DATE	FEBRUARY INSPECTION	DATE	MARCH INSPECTION	DATE	APRIL INSPECTION	DATE
MAY INSPECTION	DATE	JUNE INSPECTION	DATE	JULY INSPECTION	DATE	AUGUST INSPECTION	DATE
SEPTEMBER INSPECTION	DATE	OCTOBER INSPECTION	DATE	NOVEMBER INSPECTION	DATE	DECEMBER INSPECTION	DATE

## SAFETY INSPECTION SHEET

1 OF 2

VEHICLE #		ODOMETER READING		DATE	
YEAR	MAKE	MODEL		TYPE	
INSPECTED BY		EMPLOYEE NUMBER		DATE	

**Interiors and Exteriors**

OK DEF

- ☐ ☐ 1. Check fire extinguishers, warning reflector, and first aid kit.
- ☐ ☐ 2. Check instruments for proper operation.
- ☐ ☐ 3. Check all seats and set belts for correct operation and cleanliness.
- ☐ ☐ 4. Check windshield, windows, wipers, mirrors, and floor condition.
- ☐ ☐ 5. Check operations and condition of interior and exterior signal and warning lights, switches and wiring.
- ☐ ☐ 6. Check operation and condition of doors, horn oil, temperature, and lift warning devices.
- ☐ ☐ 7. Check operation and condition of heater, air conditioning, defroster, cooling vents, switches and wiring.
- ☐ ☐ 8. Check operation and condition of sensitive edges, padding, doors, handrails, and safety panels.
- ☐ ☐ 9. Check condition of exterior panels, fender, mudflaps, and for proper identification.
- ☐ ☐ 10. Check license plates, registration, permits, certifications, etc.

**Engine and Electric**

OK DEF

- ☐ ☐ 11. Check operation, condition and proper mounting of generator/alternator, starter and wiring.
- ☐ ☐ 12. Check condition of battery, cables, connections, terminals, battery tray and fluid level.
- ☐ ☐ 13. Check operation and condition of radiator, hoses, fan, water pump, and check for leaks.
- ☐ ☐ 14. Check operation, condition and adjustment of drive belts, compressor, accessories and components (belt driven).
- ☐ ☐ 15. Check clutch components for proper adjustments and lubrication.
- ☐ ☐ 16. Check entire fuel system for leaks and proper mounting also check the throttle and linkage adjustments.
- ☐ ☐ 17. Check exhaust system for leaks and proper mounting.
- ☐ ☐ 18. Check engine and transmission mounts and inspect for oil leaks.

**Brakes**

OK DEF

- ☐ ☐ 19. Check brake system fluid level, hoses and tubing.
- ☐ ☐ 20. Check air pressure, inspect all rims and stud condition. Inspect tread condition on all tires including spare tire.  
Replace tire if tread depth is expected to reach the 3/32 minimum prior to next pm.
- ☐ ☐ 21. Check air brake system (if applicable).

## SAFETY INSPECTION SHEET

2 OF 2

- ☐ ☐ 22. Check air governor adjustment (minimum 85 psi. – maximum 130 psi).
- ☐ ☐ 23. Check for air leaks with brakes un-applied (1 minute – 3 pounds maximum).
- ☐ ☐ 24. Check for air leaks with brakes applied (1 minute – 3 pounds maximum).
- ☐ ☐ 25. Drain #1 air reservoir, test check valve, and check low air warning operation.
- ☐ ☐ 26. Check air tank mounting, operation of drains and drain all tanks.
- ☐ ☐ 27. Check for vacuum loss (3" per minute, 15" minimum vacuum) and check low vacuum warning device.
- ☐ ☐ 28. Check adjustment on lining and drum (when visible) and pedal height.
- ☐ ☐ 29. Check condition and adjust parking brake.
- ☐ ☐ 30. Check operation and proper labeling of emergency stop system.
- ☐ ☐ 31. Check anti-skid (if equipped) and releases after loss of service air.

### Chassis Inspection

OK DEF

- ☐ ☐ 32. Check condition of wheels, tires, studs, and lug nuts for cracks, check tread wear and tire for proper inflation.
- ☐ ☐ 33. Check for leaks and condition of axles, brake cylinders, flanges, seals, and torque arms.
- ☐ ☐ 34. Check operation, mounting, fluid level and adjustment of steering gear.
- ☐ ☐ 35. Check condition, mounting, lubrication of steering arms, drag links, shock absorbers and tie rod ends.
- ☐ ☐ 36. Check condition and mounting of crossmembers and inspect frame for cracks.
- ☐ ☐ 37. Check springs and shackles, king pins, ball joints, shock absorbers, torque arms.
- ☐ ☐ 38. Check operation, mounting and fluid levels of transmission drive shafts, differential and u-joints.
- ☐ ☐ 39. Inspect body underside and firewall, airtight and clean.

COMMENTS

**Attachment 9****FACILITY INSPECTION SHEET**

1 OF 1

LOCATION/ADDRESS		
CONTRACTOR	CONTACT PERSON	PHONE NUMBER/E-MAIL

Mark "S" for Satisfactory or "U" for Unsatisfactory where applicable

Condition	Shop	Office	Restroom	Lunch Room	Exterior
Unauthorized building alterations					
Facility and/or equipment unsecured					
Unauthorized material posted					
Safety and accident precautions not met					
Unclean conditions/appearance					
Flammable/toxic materials not properly stored/disposed					
Leaky faucets/hoses					
Cluttered areas/work benches					
Other - see below					

ACTION REQUIRED (UNSATISFACTORY RATING ONLY)	COMPLETION DEADLINE
--	---------------------

CORRECTIVE ACTION TAKEN (BY CONTRACTOR)	RE-INSPECTED
---	--------------

COMMENTS (FROM CONTRACTOR)	RECEIPT OF COPY BY
----------------------------	--------------------

CONTRACTOR'S PROJECT MANAGER	SIGNATURE	DATE
------------------------------	-----------	------

## PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Updated: September 2017

<b>Contract</b>						
<b>REQUIRED SERVICE</b>		<b>STANDARD OF PERFORMANCE</b>	<b>MONITORING METHOD</b>	<b>DEDUCTION/FEE PER VIOLATION</b>		
				<b>1st</b>	<b>2nd</b>	<b>3rd</b>
7.7	Background and Security Investigations	All Contractor employees must undergo a background investigation	Report on File	\$100 per employee	N/A	N/A
7.8	Confidentiality	All employees to complete the confidentiality agreement form	Audit/Form on File	\$100 per employee	N/A	N/A
8.24.1	Evidence of Coverage and Notice to County	Contractor shall report to the County within 24 hours of occurrence, or by 12 noon the next business day, if on weekend	County knowledge of such accident or incident	\$50 per occurrence	\$100 upon second violation of reporting requirement	\$150 upon third violation of reporting requirement
8.40	Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work	Inspection Observation	\$500 per occurrence (2 or more occurrence are grounds for possible termination for default of Contract)	NA	NA
9.1.6	Notifications to Employees (Compliance With The County's Living Wage Program)	Place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's Employees are working and distribute County-provided notices to each of its Employees at least once per year.	Observation	Enforcement and Remedies as listed in the Living Wage Ordinance	N/A	N/A
9.1.8	Use of Full-Time Employees (Compliance With The County's Living Wage Program)	Provide a copy of the new staffing plan with twenty-four (24) hours of change in staffing plan	Receipt of new staffing plan	\$100 per occurrence	N/A	N/A

## PERFORMANCE REQUIREMENTS SUMMARY (PRS)

2 OF 5

Contract						
REQUIRED SERVICE		STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTION/FEE PER VIOLATION		
				1st	2nd	3rd
Statement of Work						
REFERENCE		STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTION/FEE PER VIOLATION		
				1st	2nd	3rd
3.0	Work Orders	Contractor shall open Work Orders in AFMIS within one (1) hour of vehicle arriving at the facility for service or two (2) hours if the vehicle is dropped off by tow truck or during the weekend and comply with provisions as set forth.	AFMIS Observation Documentation	\$50 per occurrence	\$100 per occurrence on second violation	\$150 per occurrence on third violation and any subsequent violations.
3.2	Turnaround Time	Adhere to the turnaround times set forth in Attachment 3 (Turnaround Time).	AFMIS	\$150 per one (1) business in excess of turnaround time	N/A	N/A
3.5.1	AFMIS	Contractor shall enter information into AFMIS timely and accurately as specified in this Contract.	AFMIS	\$50 per occurrence	NA	NA
4.0	Maintenance & Repair	Adhere to the maintenance and repair requirements as set forth.	Observation and Documentation	\$50 per occurrence	\$100 per occurrence on second violation.	\$150 per occurrence on third violation and any subsequent violations.
5.1.2	Roadside Assistance	Roadside Assistance shall be provided for all County fleet 24/7 and responding unit must arrive within one (1) hour from time dispatcher receives call.	Observation and Documentation	\$50 per occurrence	\$100 per occurrence on second violation.	\$150 per occurrence on third violation and any subsequent violations.

## PERFORMANCE REQUIREMENTS SUMMARY (PRS)

3 OF 5

Contract						
REQUIRED SERVICE		STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTION/FEE PER VIOLATION		
				1st	2nd	3rd
6.0	Motor Pool Management	Contractor shall handle reservations, check out, and check in of motor pool vehicles as specified.	AFMIS	\$50 per occurrence	\$100 per occurrence on second violation.	\$150 per occurrence on third violation and any subsequent violations.
8.3	Parts Management	Contractor shall retain replaced parts for thirty (30) calendar days and thereafter, purge inventory parts as specified.	Observation and Documentation	\$50 per occurrence	\$100 per occurrence on second violation.	\$150 per occurrence on third violation and any subsequent violations.
9.1	Work Warranty	Contractor shall enter and record all work warranty information into AFMIS.	AFMIS	\$50 per occurrence	\$100 per occurrence on second violation.	\$150 per occurrence on third violation and any subsequent violations.
9.3	Comebacks, Reworks, and Rechecks	Comebacks, reworks and rechecks to be completed on a priority basis and in conformance with performance specifications.	Observation and Documentation	\$50 per occurrence	\$100 per occurrence on second violation.	\$150 per occurrence on third violation and any subsequent violations.
10.2	Days and Hours	Facilities shall remain open as set forth in Attachment 1 (Facility Specification).	Observation	\$50 for each day facility is not in compliance	\$150 for each day facility is not in compliance upon second violation	\$250 for each day facility is not in compliance upon third violation

## PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Contract						
REQUIRED SERVICE		STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTION/FEE PER VIOLATION		
				1st	2nd	3rd
10.7	Facility Lot Check	Contractor shall conduct a daily physical lot check at each facility and record the information. Weekly reports shall be provided to the County.	Submittal of Report	\$50 per occurrence	N/A	N/A
10.8	Shop Equipment	Notify County within twenty-four (24) hours of discovery of any equipment breakdown or malfunction.	Observation	\$50 per occurrence	N/A	N/A
10.10	Waste Management	Dispose of all hazardous trash and waste generated according to all applicable laws and EPA regulations.	Observation and Inspections from Regulatory Agencies	\$100 per violation and payment of any fines incurred	N/A	N/A
11.5	Training	Contractor shall ensure that personnel are trained, and technicians shall attend scheduled County training programs, as required.	Observation, Proof of Training	\$250 per occurrence	NA	NA
17.3	Quality Control	Contractor shall submit a Quality Control Plan within 15 business days upon request	Submittal of Report	\$100 per occurrence	NA	NA
17.4	Scheduled Meetings	County and Contractor shall mutually agree to meet as-needed throughout the life of the Contract.	Observation Sign-in sheet	\$50 first occurrence	\$100 second occurrence	\$200 third occurrence and any subsequent missed meetings in a one (1) Fiscal Year Period

## PERFORMANCE REQUIREMENTS SUMMARY (PRS)

5 OF 5

Contract						
REQUIRED SERVICE		STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTION/FEE PER VIOLATION		
				1st	2nd	3rd
17.6	Performance Requirements	Contractor shall resolve the problem within five (5) business days after notification, or a time period mutually agreed upon by County and Contractor.	Inspection Contract Discrepancy Report	\$500 per occurrence	NA	NA
17.6	Performance Requirements	Contractor shall submit a corrective action plan for all deficiencies identified in the CDR to ISD Fleet within fifteen (15) days of CDR notice.	Inspection Contract Discrepancy Report	\$200 per occurrence	NA	NA

**PRICING SCHEDULE**

## PRICING SCHEDULE

Contractor rates shall not exceed the rates below. Contractor shall fully burden all related administrative costs and indirect costs into the rates in this Pricing Schedule. County will not pay for any services not set forth in this Pricing Schedule.

DESCRIPTION	UNIT	RATE		
		2018	2019	2020~
Services				
Light-Duty	Hourly Rate	\$ 54.98	\$ 54.74	\$ 55.92
Heavy-Duty	Hourly Rate	\$ 60.35	\$ 60.32	\$ 61.60
Off-road	Hourly Rate	\$ 53.41	\$ 53.09	\$ 54.23
Body Repair	Hourly Rate	\$ 43.02	\$ 42.94	\$ 43.86
Paint Supplies	Hourly Rate	\$ 30.77	\$ 30.43	\$ 31.09
Tear Down (prior County approval required)	Hourly Rate	\$ 42.18	\$ 42.09	\$ 43.00
Motor Pool Vehicle Management	Monthly Flat Rate - Eastern Facility	\$ 29.75	\$ 30.31	\$ 30.89
	Monthly Flat Rate - Alameda Facility	\$ 29.75	\$ 30.31	\$ 30.89
	Monthly Flat Rate - Culver City Facility	\$ 29.75	\$ 30.31	\$ 30.89
	Monthly Flat Rate - Monrovia Facility	\$ 29.75	\$ 30.31	\$ 30.89
	Monthly Flat Rate - Mira Loma Facility	\$ 29.75	\$ 30.31	\$ 30.89
Sublet Services	Percentage Markup over Actual Net Cost	7.5%	7.5%	7.5%
Services - NOT Subject to Living Wage Requirements				
Pricing for the services identified in SOW, paragraph 5.0 (Maintenance and Repair - Not Subject to Living Wage Requirements) must be provided separately:				
Sublet Services	Percentage Markup over Actual Net Cost	7.5%	7.5%	7.5%
Mobile	Hourly Rate	\$ 60.35	\$ 60.32	\$ 61.60
Hazardous Waste Disposal				
County will reimburse Contractor with actual pass through fees (no administrative fees).				
Waste Oils, Filters	Flat Rate Each Applicable Work Order	\$ 6.10	\$ 6.20	\$ 6.40
Corrupted Fuel	Flat Rate Each 55 Gallon Drum Exchange	\$ 240.00	\$ 244.00	\$ 249.00
Tire Disposal	Flat Rate Each Tire - Passenger	\$ 1.10	\$ 1.10	\$ 1.20
	Flat Rate Each Tire - Light Truck	\$ 1.10	\$ 1.10	\$ 1.20
	Flat Rate Each Tire - Heavy Truck	\$ 1.10	\$ 1.10	\$ 1.20
Parts				
Part	Percentage Markup over Actual Net Cost	7.5%	7.5%	7.5%

Updated: October 2018

**COUNTY'S CONTRACT MANAGER**

Name: Christie Carr

Title: Contracting Division Manager

Address: 1100 N Eastern Ave, Los Angeles, CA 90063

Telephone: (323) 267-3101

E-mail: [ccarr@isd.lacounty.gov](mailto:ccarr@isd.lacounty.gov)

**COUNTY'S PROJECT MANAGER**

Name: Marie Nunez

Title: Contracts Administration Division Manager

Address: 1100 N Eastern Ave, Los Angeles, CA 90063

Telephone: (323) 267-2492

E-mail: [mnunez@isd.lacounty.gov](mailto:mnunez@isd.lacounty.gov)

**ISD FLEET – Primary Contact**

Name: Randy Martin

Title: ISD Fleet Section Manager

Telephone: (323) 881-3742

E-mail: [rmartin@isd.lacounty.gov](mailto:rmartin@isd.lacounty.gov)

**CONTRACTOR'S ADMINISTRATION**

Updated: September 2018

**CONTRACTOR'S PROJECT MANAGER**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Notices to Contractor shall be sent to the following address:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

## ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT CONTRACTOR EMPLOYEE

1 OF 1

### GENERAL INFORMATION

Your employer referenced below has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Acknowledgement and Confidentiality Agreement.

### EMPLOYEE ACKNOWLEDGEMENT

I understand and agree that the Contractor referenced below is my sole employer for purposes of the below-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the below-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the below-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the below-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.


### CONFIDENTIALITY AGREEMENT

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the below-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the below-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.


CONTRACTOR NAME Centerra Integrated Fleet Services, LLC		CONTRACT NUMBER
EMPLOYEE NAME (PRINT) Michael J. Weixel	EMPLOYEE POSITION TITLE Vice President, Contracts	
SIGNATURE 	DATE 11/06/2018	

## EEO CERTIFICATION

1 OF 1

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

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

CONTRACTOR NAME Centerra Integrated Fleet Services, LLC	
OFFICIAL'S NAME (PRINT) Michael J. Weixel	OFFICIAL'S TITLE Vice President, Contracts
SIGNATURE 	DATE 11/06/2018

**CONTRACTOR EMPLOYEE JURY SERVICE****2.203.010 - Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

*(Ord. 2002-0015 § 1 (part), 2002)*

**2.203.020 - Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a Contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular Contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with 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
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
  - 1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  - 2. The Contractor has a long-standing practice that defines the lesser number of hours as full time.

## CONTRACTOR EMPLOYEE JURY SERVICE

- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body.

*(Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)*

### **2.203.030 - Applicability.**

This chapter shall apply to Contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to Contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

*(Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)*

### **2.203.040 - Contractor Jury Service Policy.**

A Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

*(Ord. 2002-0015 § 1 (part), 2002)*

### **2.203.050 - Other Provisions.**

A.Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and 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.

B.Compliance Certification. At the time of seeking a contract, a Contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

*(Ord. 2002-0015 § 1 (part), 2002)*

### **2.203.060 - Enforcement and Remedies.**

For a 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.

*(Ord. 2002-0015 § 1 (part), 2002)*

## CONTRACTOR EMPLOYEE JURY SERVICE

### 2.203.070 - Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any Contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any Contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

*(Ord. 2002-0015 § 1 (part), 2002)*

### 2.203.090. 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. 2002-0015 § 1 (part), 2002)*

## SAFELY SURRENDERED BABY LAW

1 OF 4

*Safely Surrendered Baby Law*

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

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723  
[www.babysafela.org](http://www.babysafela.org)

## SAFELY SURRENDERED BABY LAW

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.



SAFELY SURRENDERED BABY LAW

3 OF 4



# *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 Angeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723  
[www.babysafela.org](http://www.babysafela.org)



## SAFELY SURRENDERED BABY LAW

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723  
[www.babysafela.org](http://www.babysafela.org)

## Ley de Entrega de Bebés Sin Peligro

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

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

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

**¿Cómo funciona?**

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los 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 brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

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

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los 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 temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del periodo 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.



## 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.)*

### 2.201.020 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.)*

## LIVING WAGE PROGRAM

### 2.201.030 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. <sup>[16]</sup> 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.)

<sup>[16]</sup> Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 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

## LIVING WAGE PROGRAM

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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.)*

### 2.201.060 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.)*

### 2.201.070 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.)*

### 2.201.080 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:

## LIVING WAGE PROGRAM

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.)*

Exhibit J



**LIVING WAGE PROGRAM  
PAYROLL STATEMENT OF COMPLIANCE**

1 OF 1

I, [Name of Owner or Company Representative], [Title] do hereby state:

1. That I pay or supervise the payment of the persons employed by [Company or Subcontractor] on the [Service, Building, or Work Site] that during the payroll period commencing on the [Calendar Day of the Month] day of [Month] [Year], and ending the [Calendar Day of the Month] day of [Month] [Year] all persons employed on said work site have been paid in the full weekly wages earned, that no rebates have been or will be made, either directly or indirectly, to or on behalf of [Company or Subcontractor] from the full weekly wages earned by any person, and that no deductions have been made either directly or indirectly, from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

--

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

**I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.**

OFFICIAL'S NAME (PRINT)	OFFICIAL'S TITLE
SIGNATURE	DATE

**The willful falsification of any of the above statements may subject the Contractor or subcontractor to civil or criminal prosecution. In addition, the Contractor or subcontractor may be suspended and precluded from bidding on or participating in any County Contract or project for a period consistent with the seriousness of the violation.**

## CHARITABLE CONTRIBUTIONS CERTIFICATION

1 OF 1

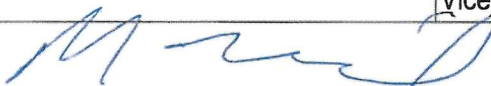
The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company:**

- ☒ 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 Contractor 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**

- ☐ Contractor is registered with the California Registry of Charitable Trusts under the CT number listed below 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 as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

<b>CONTRACTOR NAME</b> Centerra Integrated Fleet Services, LLC		<b>CONTRACT NUMBER</b> 
<b>ADDRESS</b> 7121 Fairway Drive, Palm Beach Gardens, FL 33418		
<b>INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER</b> 59-0940269		
<b>CALIFORNIA REGISTRY OF CHARITABLE TRUSTS "CT" NUMBER (IF APPLICABLE)</b> N/A		
<b>OFFICIAL'S NAME (PRINT)</b> Michael J. Weixel	<b>OFFICIAL'S TITLE</b> Vice President, Contracts	
<b>SIGNATURE</b> 	<b>DATE</b> 11/06/2018	

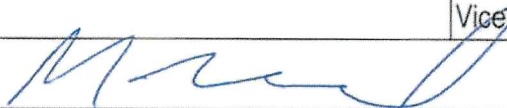
**Exhibit L****INTEGRATED PEST MANAGEMENT PROGRAM COMPLIANCE CERTIFICATION**

1 OF 1

The County of Los Angeles is a permittee to a National Pollutant Discharge Elimination System Permit (NPDES Permit) issued by the Los Angeles Regional Water Quality Control Board to reduce or eliminate pollutants moved into surface water through storm water management systems and facilities. One of the conditions of the NPDES Permit is the Integrated Pest Management Program (IPM Program) which was developed to reduce the impact of pesticides and fertilizers to surface water. Among other things, the IPM Program imposes requirements to County Purchasing and Contracting, which are outlined in paragraph (Integrated Pest Management Program Compliance) of the Contract. The entire Countywide IPM Program is available at [www.lacountyipm.org](http://www.lacountyipm.org).

Contractor acknowledges and certifies compliance with paragraph (Integrated Pest Management Program Compliance) of the Contract and agrees that Contractor or a member of its staff performing work under the Contract will be in compliance. Contractor further acknowledges that noncompliance with the County's IPM Program may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

<b>CONTRACTOR NAME</b> Centerra Integrated Fleet Services, LLC		<b>COUNTY WEBVEN NUMBER</b> 14733601
<b>ADDRESS</b> 7121 Fairway Drive, Palm Beach Gardens, FL 33418		
<b>PHONE NUMBER</b> 561-406-7954	<b>E-MAIL</b> Christopher.philippsen@constellis.com	
<b>OFFICIAL'S NAME (PRINT)</b> Michael J. Weixel	<b>OFFICIAL'S TITLE</b> Vice President, Contracts	
<b>SIGNATURE</b> 	<b>DATE</b> 11/06/2018	

## Attachment 2

### Prop A Cost Analysis

[illegible]

## Attachment 2

ESTIMATED COUNTY COSTS								
ITEM NO	CLASSIFICATION	PROPOSED COUNTY STAFFING <sup>4, 16, 17</sup>	MONTHLY SALARIES <sup>7</sup>	ANNUAL SALARIES	TOP STEP VARIANCE (a) x 95.2255% <sup>7</sup>	EMPLOYEE BENEFITS (b) x 46.17% <sup>13</sup>	BONUS <sup>2</sup>	TOTAL ANNUAL SALARIES AND EMPLOYEE BENEFITS (b) + (c) + (d)
1082	ADMINISTRATIVE MANAGER XIII,ISD	1.0	\$ 13,125.26	\$ 157,503.12	\$ 167,729.96	\$ 77,440.92	\$ -	\$ 245,170.88
2102	SENIOR SECRETARY III	1.0	\$ 5,602.09	\$ 67,225.08	\$ 64,015.42	\$ 29,555.92	\$ -	\$ 93,571.34
1078	ADMINISTRATIVE MANAGER X,ISD	1.0	\$ 10,741.55	\$ 128,898.60	\$ 122,744.34	\$ 56,671.06	\$ -	\$ 179,415.40
7446	SHOP SUPT,PUBLIC WORKS	2.0	\$ 8,092.83	\$ 194,227.92	\$ 194,227.92	\$ 89,675.03	\$ -	\$ 283,902.95
0907	STAFF ASSISTANT I	1.0	\$ 4,702.45	\$ 56,429.40	\$ 53,735.18	\$ 24,809.53	\$ -	\$ 78,544.71
4231	SUPVGR CONTRACT PROGRAM MONITOR,ISD	1.0	\$ 8,109.27	\$ 97,311.24	\$ 92,665.11	\$ 42,783.48	\$ -	\$ 135,448.60
4229	CONTRACT PROGRAM MONITOR	4.0	\$ 7,275.27	\$ 349,212.96	\$ 332,539.79	\$ 153,533.62	\$ -	\$ 486,073.41
7437	POWER EQUIP TECHNICIAN SUPERVISOR	4.0	\$ 6,382.06	\$ 306,338.88	\$ 306,338.88	\$ 141,436.66	\$ 1,560.00	\$ 449,335.54
7436	POWER EQUIP TECHNICIAN WKG SUPVR	4.0	\$ 6,104.63	\$ 293,022.24	\$ 293,022.24	\$ 135,288.37	\$ 1,560.00	\$ 429,870.61
7433	POWER EQUIPMENT TECHNICIAN	42.0	\$ 5,685.53	\$ 2,865,507.12	\$ 2,865,507.12	\$ 1,323,004.64	\$ 16,640.00	\$ 4,205,151.76
7465	BODY & FENDER MECHANIC WKG SUPVR	1.0	\$ 6,104.53	\$ 73,254.36	\$ 73,254.36	\$ 33,821.54	\$ -	\$ 107,075.90
7000	POWER EQUIPMENT PAINTER	1.0	\$ 5,546.00	\$ 66,552.00	\$ 66,552.00	\$ 30,727.06	\$ -	\$ 97,279.06
7461	BODY & FENDER MECHANIC	2.0	\$ 5,685.53	\$ 136,452.72	\$ 136,452.72	\$ 63,000.22	\$ -	\$ 199,452.94
7427	POWER EQUIP TECHNICIAN HELPER II	14.0	\$ 4,644.91	\$ 780,344.88	\$ 743,087.31	\$ 343,083.41	\$ 5,720.00	\$ 1,091,890.73
2216	SENIOR TYPIST-CLERK	2.0	\$ 4,096.18	\$ 98,308.32	\$ 93,614.59	\$ 43,221.86	\$ -	\$ 136,836.45
2214	INTERMEDIATE TYPIST-CLERK	5.0	\$ 3,634.09	\$ 218,045.40	\$ 207,634.82	\$ 95,865.00	\$ -	\$ 303,499.82
		86.0						
ANNUAL LABOR COSTS						Contract Year 1	Contract Year 2	Contract Year 3
						\$ 8,522,520.07	\$ 8,522,520.07	\$ 8,522,520.07
ANNUAL SERVICES & SUPPLIES COSTS <sup>14</sup>						\$ 163,447.47	\$ 165,730.52	\$ 165,730.52
ANNUAL PARTS & SUBLETS COSTS <sup>6, 6, 8</sup>						\$ 5,488,800.30	\$ 5,488,800.30	\$ 5,488,800.30
START-UP COSTS <sup>9</sup>						\$ 628,407.65	\$ 628,407.65	\$ 628,407.65
ANNUAL INDIRECT COSTS <sup>12</sup>						\$ 120,300.00	\$ 120,300.00	\$ 120,300.00
TOTAL ESTIMATED AVOIDABLE COSTS						\$ 14,923,475.49	\$ 14,925,758.54	\$ 14,925,758.54
COST SAVINGS INCLUDING START-UP COSTS						Contract Year 1	Contract Year 2	Contract Year 3
ESTIMATED AVOIDABLE COSTS:						\$ 14,923,475.49	\$ 14,925,758.54	\$ 14,925,758.54
TOTAL ESTIMATED CONTRACT COSTS:						\$ 11,279,248.81	\$ 11,384,791.73	\$ 11,384,791.73
ESTIMATED CONTRACT MONITORING COSTS: <sup>15</sup>						\$ 521,810.70	\$ 521,810.70	\$ 521,810.70
ESTIMATED SAVINGS FROM CONTRACTING:						\$ 3,122,415.98	\$ 3,019,156.11	\$ 3,019,156.11
ESTIMATED SAVINGS PERCENTAGE:						20.9%	20.2%	20.2%

## Attachment 3

### Bid Information

**Bid Number :** 104529  
**Bid Title :** Vehicle Fleet Maintenance and Repair Services RFP  
**Bid Type :** Service  
**Department :** Internal Services Department  
**Commodity :** MANAGEMENT SERVICES - FLEET  
**Open Date :** 10/4/2017  
**Closing Date :** 11/20/2017 2:00 PM  
**Notice of Intent to Award :** [View Detail](#)  
**Bid Amount :** N/A  
**Bid Download :** [Available](#)  
**Bid Description :** The Los Angeles County Internal Services Department (ISD) is issuing this Request for Proposals (RFP) to solicit proposals for a contract with an organization that can provide vehicle fleet maintenance and repair services. A Mandatory Proposers' Conference will be held on October 26, 2017.  
**Amendment Date :** 10/23/2017 Addendum Number One  
**Contact Name :** Sandra Salazar  
**Contact Phone# :** (323) 267-2906  
**Contact Email :** [SSalazar@isd.lacounty.gov](mailto:SSalazar@isd.lacounty.gov)  
**Last Changed On :** 10/2/2017 5:12:34 PM

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## Attachment 4

### Proposer's Organization and CBE Information As Provided by Vendors

FIRM INFORMATION		Centerra Ingrated Fleet, LLC. (Selected Vendor)	Amerit Fleet Solutions	First Vehicle Services
Cultural/Ethnic Composition		% of Ownership	% of Ownership	% of Ownership
OWNERS/PARTNERS	Black/African American	Private Equity Firm (Data not available)	Publicly Traded Company (Data not available)	Publicly Traded Company (Data not available)
	Hispanic/Latin American			
	Asian American			
	American Indian/Alaskan			
	Filipino			
	White			
	Women			
	<b>Number</b>	<b>Number</b>	<b>Number</b>	
MANAGER	Black/African American			
	Hispanic/Latin American			
	Asian American			
	American Indian/Alaskan			
	Filipino			
	White			
	Women (included above)			
STAFF	Black/African American			
	Hispanic/Latin American			
	Asian American			
	American Indian/Alaskan			
	Filipino			
	White			
	Women (included above)			
TOTAL # OF EMPLOYEES				
BUSINESS STRUCTURE		CORPORATION	CORPORATION	CORPORATION
Certified as Minority, Women, Disadvantaged or Disabled Veteran Business Enterprise?		No	No	No
Certifying Agency				