



COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401

P. MICHAEL FREEMAN
FIRE CHIEF
FORESTER & FIRE WARDEN

September 29, 2009

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

Dear Supervisors:

APPROVAL OF MASTER AGREEMENTS FOR FIRE FLEET MAINTENANCE AND REPAIR SERVICES (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Consolidated Fire Protection District's (District) agreements for fire fleet maintenance and repair services will expire on September 29, 2009. In order to maintain the quality condition of vehicles and equipment, the District requires a variety of services on an as needed and intermittent basis in the repair and maintenance of fire fleet vehicles, boats, and equipment. The total possible terms for these recommended vendors will be six (6) years. The total expenditure requested for these Master Agreements is \$22.2 million.

IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT:

1. Approve and instruct the Chair to sign three-year Master Agreements, substantially to form of Attachment A, with the attached list of selected vendors (Attachment B) to provide fire fleet maintenance and repair services on an as needed and intermittent basis. The initial term of the Master Agreements will be for three (3) years, with two (2) one-year extensions, and also include an additional twelve (12) month-to-month extensions, not to exceed a total possible agreement term of six (6) years for each Master Agreement. These Master Agreements will become effective upon approval by the Board.

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRADBURY

CALABASAS
CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY

DIAMOND BAR
DUARTE
EL MONTE
GARDENA
GLENDORA
HAWAIIAN GARDENS
HAWTHORNE

HIDDEN HILLS
HUNTINGTON PARK
INDUSTRY
INGLEWOOD
IRWINDALE
LA CANADA FLINTRIDGE
LA HABRA

LA MIRADA
LA PUENTE
LAKEWOOD
LANCASTER
LAWNDALE
LOMITA
LYNWOOD

MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT
PICO RIVERA

POMONA
RANCHO PALOS VERDES
ROLLING HILLS
ROLLING HILLS ESTATES
ROSEMEAD
SAN DIMAS
SANTA CLARITA

SIGNAL HILL
SOUTH EL MONTE
SOUTH GATE
TEMPLE CITY
WALNUT
WEST HOLLYWOOD
WESTLAKE VILLAGE
WHITTIER

2. Authorize the Fire Chief, or his designee, to amend, suspend and/or terminate these Master Agreements, if deemed necessary, in accordance with the District's Master Agreements for Fire Fleet Maintenance and Repair Services. In addition, delegate authority to the Fire Chief, or his designee, to amend these Master Agreements as described above, and grant rate increases which are in accordance with the terms and conditions as set forth above and in accordance with the District's Master Agreements for Fire Fleet Maintenance and Repair Services.
3. Authorize the total agreement expenditures for the first three (3) years, two (2) one-year renewal options and twelve (12) month-to-month extensions at \$22.2 million, in an amount not to exceed \$3.7 million per year. These expenditures represent the Board approved overall authority of \$3.7 million annually for the District's fire fleet maintenance and repair services. Cost of Living Adjustment (COLA) requests for multi-year service contracts will be applicable after the first three years (Policy No. 5.070 of the Board of Supervisors Policy Manual).
4. Find that these Master Agreements are exempt from the provisions of the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Since 1987, the District has contracted for vehicle and equipment repair services to respond to periods of peak workload and when repairs are needed on a part-time or intermittent basis. In addition, the District provides fire protection services in 58 contract cities, with approximately 169 fire stations located throughout Los Angeles County.

On September 29, 2009, thirty-three (33) fleet services Master Agreements with the District will expire. Board approval will enable the District to continue to receive a variety of fleet services for the District's vehicles, boats, and equipment, on an as needed, part-time or intermittent basis. Board approval of these Master agreements is essential.

After the initial three years, and upon the Master Agreements anniversary dates, these Master Agreements will be subject to COLA requests for multi-year service contracts, allowing for increases based upon the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) that shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Office (CEO) as of each July 1 for the prior 12-month period.

Furthermore, should fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in County employee salaries, no COLAs will be granted.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan Goal of Operational Effectiveness and Public Safety.

The services are to be provided on an intermittent basis and the vendors have the appropriate expertise to complete the work, which will allow the District to provide services to the public in a more responsive manner.

FISCAL IMPACT/FINANCING

The District's 2009-10 adopted budget includes sufficient funding for the Master Agreements for Fire Fleet Maintenance and Repair Services. There is no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The District is authorized to contract for these services under California Health and Safety Code Section 13861.

The Statement of Work covers categories of services required by the District, which are in compliance with the Bureau of Automotive Repair, California State Department of Consumer Affairs (BAR), the National Institute for Automotive Service Excellence (ASE), and by all Original Equipment Manufacturer Part (OEM) specifications.

As the District provides services in 58 contracted cities and has approximately 169 stations located throughout Los Angeles County, the usage of its fleet is a vital factor in the goal of the Department. On September 29, 2009, thirty-three (33) fleet services Master Agreements will expire.

In addition to the maintenance and repair services of the District's fleet, these Master Agreements will also provide the maintenance and repair of the Lifeguard Division fleet vehicles and boats. The approval of the attached list of vendors will enable the District to continue its mission without negatively affecting the quality of service.

The District recommends award of the Master Agreements utilizing a standard Master Agreement (Attachment A) which will be reviewed and approved by County Counsel prior to execution. Awarded firms have agreed to comply with all Board and CEO contracting requirements as stated in the agreement.

On final analysis and consideration of the awards, these vendors were selected without regard to race, color, creed, or national origin.

ENVIRONMENTAL DOCUMENTATION

The services provided through these Master Agreements will not have a significant effect on the environment, and therefore, these contracts are exempt from CEQA, pursuant to Section 15061 (b) (3) of the CEQA Guidelines.

CONTRACTING PROCESS

On February 5, 2009, the District issued an Invitation for Bid (IFB) seeking qualified vendors who could perform fire fleet maintenance and repair services. In addition to posting the announcement on the County's WebVen, advertisements were posted in five (5) local community newspapers. Ninety eight (98) IFBs were distributed.

The Contract also includes a modification to the County's standard general and auto liability insurance requirement, which provides that Contractors who provide component repairs but do not take possession of any District vehicles may carry insurance limits of \$500,000 per occurrence and aggregate, rather than limits of \$1 million per occurrence and \$2 million aggregate, which will be required of those Contractors who do take possession of vehicles. The District believes this modification of the standard provision is commercially reasonable and poses a minimal risk position for the District, and is necessary to enable small businesses who have offered these services in the past to the District to continue to be utilized on an as needed and intermittent basis. District staff have discussed this change both with the Chief Executive Office's Risk Management Operations staff and with County Counsel.

The District has determined that all the vendors submitted for award of these Master Agreements have confirmed, through their Statement of Hourly Rates, Costs, and Fixed Fees (price list – Attachment B), fees that are conducive with creating a savings to the District for contracting these services with the private sector versus having these services carried out by County employees. The District has evaluated and determined that the vendors comply with the District's policy of compliance with the Community Business Enterprises Program (Attachment C), Child Support Compliance Program and Contractor's Responsibility and Debarment Program, the Safely Surrendered Baby Law, and the Contractor Employee Jury Services-Program, and agree to maintain compliance with all requirements throughout the term of their contracts.

The District has reviewed the Better Business Bureau and the State's Business License websites to assess the proposed contractors past performances, negative experiences, and complaints with other agencies and find that they are currently not in any violations.

The vendors were evaluated and deemed capable of performing the services requested, based on their qualifications and experience as stated in their bids.

The Master Agreements include COLAs which will be applicable after the initial three (3) years and thereafter on a yearly basis, including the two (2) one year extensions and the twelve (12) one-month extensions. This will allow the amounts of the Master Agreements to be adjusted annually, based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' CPI. Also, any increase shall not exceed the general salary movement granted to County employees as determined by the CEO as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board of Supervisors from approving any increases in County employee's salaries; no COLAs will be granted.

IMPACT ON CURRENT SERVICES

The District has obtained these services through agreements on an as-needed basis. Approval of these recommended vendors will allow the District to continue to obtain fire fleet maintenance and repair services. There will be no significant impact on current services as there will be no displacement of any District or County employees. These services are presently contracted with the private sector.

CONCLUSION

Upon execution by your Honorable Board, the District requests that the Executive Office of the Board notify the District's Contract Administrator, Lucy Guadiana at (323) 838-2275 when the documents become available.

Respectfully submitted,


P. MICHAEL FREEMAN

PMF:cs

Attachments (3)

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



CONTRACT

BY AND BETWEEN

**CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY**

AND

(CONTRACTOR)

FOR

FLEET MAINTENANCE AND REPAIR SERVICES

**CONTRACT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
RECITALS		1
1.0	APPLICABLE DOCUMENTS	2
2.0	DEFINITIONS	3
3.0	WORK	4
4.0	TERM OF CONTRACT	4
5.0	CONTRACT SUM	4
6.0	ADMINISTRATION OF CONTRACT- DISTRICT	9
6.1	DISTRICT'S CONTRACT DIRECTOR	9
6.2	DISTRICT'S CONTRACT ADMINISTRATOR	9
6.3	DISTRICT'S CONTRACT MANAGER	9
7.0	ADMINISTRATION OF CONTRACT - CONTRACTOR	10
7.1	CONTRACTOR'S CONTRACT MANAGER	10
7.2	APPROVAL OF CONTRACTOR'S STAFF	10
7.3	CONTRACTOR'S STAFF IDENTIFICATION	10
7.4	BACKGROUND AND SECURITY INVESTIGATIONS	10
7.5	CONFIDENTIALITY	11
8.0	STANDARD TERMS AND CONDITIONS	
8.1	AMENDMENTS	13
8.2	ASSIGNMENT AND DELEGATION	13
8.3	AUTHORIZATION WARRANTY	15
8.4	BUDGET REDUCTIONS	15
8.5	COMPLAINTS	15
8.6	COMPLIANCE WITH APPLICABLE LAW	16
8.7	COMPLIANCE WITH CIVIL RIGHTS LAWS	17
8.8	COMPLIANCE WITH THE DISTRICT'S JURY SERVICE PROGRAM	18
8.9	CONFLICT OF INTEREST	20
8.10	CONSIDERATION OF HIRING DISTRICT EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST	21
8.11	CONSIDERATION OF HIRING GAIN/GROW PROGRA1 PARTICIPANTS	21
8.12	CONTRACTOR RESPONSIBILITY AND DEBARMENT	22

**CONTRACT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
8.13	CONTRACTOR'S ACKNOWLEDGEMENT OF DISTRICT'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	25
8.14	CONTRACTOR'S WARRANTY OF ADHERENCE TO DISTRICT'S CHILD SUPPORT COMPLIANCE PROGRAM	26
8.15	DISTRICT'S QUALITY ASSURANCE PLAN	26
8.16	DAMAGE TO DISTRICT FACILITIES, BUILDINGS OR GROUNDS.....	27
8.17	EMPLOYMENT ELIGIBILITY VERIFICATION	27
8.18	FACSIMILE REPRESENTATIONS	28
8.19	FAIR LABOR STANDARDS	28
8.20	FORCE MAJEURE	28
8.21	GOVERNING LAW, JURISDICTION, AND VENUE	29
8.22	INDEPENDENT CONTRACTOR STATUS	30
8.23	INDEMNIFICATION.....	31
8.24	GENERAL INSURANCE REQUIREMENTS.....	31
8.25	INSURANCE COVERAGE REQUIREMENTS	34
8.26	LIQUIDATED DAMAGES	36
8.27	MOST FAVORED PUBLIC ENTITY	38
8.28	NONDISCRIMINATION AND AFFIRMATIVE ACTION	38
8.29	NON EXCLUSIVITY	40
8.30	NOTICE OF DELAYS.....	40
8.31	NOTICE OF DISPUTES	40
8.32	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	41
8.33	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW.....	41
8.34	NOTICES	41
8.35	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	41
8.36	PUBLIC RECORDS ACT	42
8.37	PUBLICITY	43
8.38	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT.....	43
8.39	RECYCLED BOND PAPER	45

**CONTRACT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
8.40	SUBCONTRACTING	45
8.41	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH DISTRICT'S CHILD SUPPORT COMPLIANCE PROGRAM	47
8.42	TERMINATION FOR CONVENIENCE	47
8.43	TERMINATION FOR DEFAULT	48
8.44	TERMINATION FOR IMPROPER CONSIDERATION	50
8.45	TERMINATION FOR INSOLVENCY	51
8.46	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	51
8.47	TERMINATION FOR NON-APPROPRIATION OF FUNDS	52
8.48	VALIDITY	52
8.49	WAIVER	52
8.50	WARRANTY AGAINST CONTINGENT FEES	52
9.0	UNIQUE TERMS AND CONDITIONS	
9.1	LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM	53
9.2	TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM	54
	SIGNATURES	56

**CONTRACT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
STANDARD EXHIBITS		
A	STATEMENT OF WORK.....	1
B	STATEMENT OF HOURLY RATES AND COST.....	2
C	CONTRACTOR'S EEO CERTIFICATION	3
D	DISTRICT'S ADMINISTRATION.....	4
E	CONTRACTOR'S ADMINISTRATION	5
F	FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION.....	6
	➤ F1 - Contractor Acknowledgement and Confidentiality Agreement	
	➤ F2 - Contractor Employee Acknowledge and Confidentiality Agreement	
	➤ F3 - Contractor Non-Employee Acknowledge and Confidentiality Agreement	
G	JURY SERVICE ORDINANCE	10
H	SAFELY SURRENDERED BABY LAW	13

**CONTRACT BETWEEN
CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES
AND**

**FOR
FLEET MAINTENANCE AND REPAIR SERVICES**

This Contract and Exhibits made and entered into this ____ day of _____, 2009 by and between CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY, hereinafter referred to as "District,"

and

(hereinafter referred to as "Contractor")

RECITALS

WHEREAS, the District is authorized by Health and Safety Code Section 13861 and Government Code Section 31000 to contract with public companies to provide these repair and maintenance services on an intermittent and temporary basis; and

WHEREAS, the District has the responsibility for maintaining and repairing its fleet to ensure the safety of its employees and to achieve its mission to protect lives and property; and

WHEREAS, the District may contract with private businesses for Fleet Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Fleet 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, and H, 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 Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - **Statement of Work and
Statement of Work – Attachment 1**
- 1.2 EXHIBIT B - **Statement of Hourly Rates, Cost and Fixed Fees**
- 1.3 EXHIBIT C - **Contractor’s EEO Certification**
- 1.4 EXHIBIT D - **District’s Administration**
- 1.5 EXHIBIT E - **Contractor’s Administration**
- 1.6 EXHIBIT F - **Forms Required at the Time of Contract Execution**
- 1.7 EXHIBIT G - **Jury Service Ordinance**
- 1.8 EXHIBIT H - **Safely Surrendered Baby Law**

This Contract and the Exhibits hereto constitute 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 sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

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

words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Contract:** Agreement executed between District and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the District to perform or execute the work covered by the Statement of Work.
- 2.3 Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 County:** Refers to the County of Los Angeles.
- 2.5 District:** Refers to the Consolidated Fire Protection District of Los Angeles County
- 2.6 District Contract Director:** Person designated by District with authority for District on contractual or administrative matters relating to this Contract that cannot be resolved by the District's Contract Manager.
- 2.7 District Contract Administrator:** Person designated by District's Contract Director to manage the terms and conditions and administrative matters of this contract.
- 2.8 District Project Manager:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.
- 2.9 Day(s):** Calendar day(s) unless otherwise specified.
- 2.10 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

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 the Statement of Work, Exhibit A.

- 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 District.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be three (3) years commencing upon the Board of Supervisors approval or September 29, 2009 which ever is later.
- 4.2 The District shall have the sole option to extend this Contract term for up to two (2) additional one-year periods and six (6) month-to-month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the Fire Chief or authorized designee.
- 4.3 The Contractor shall notify District when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to District at the address herein provided in *Exhibit D - District's Administration*.

5.0 CONTRACT SUM

- 5.1 The amount the District shall expend from its own funds during the Contract's entire term for Fire Fleet Maintenance and Repair Services for all Contractors shall not exceed, in aggregated \$3,700,000 per year. Individual pricing rates will coincide with *Exhibit 16, Statement of Hourly Rates, Costs and Fixed fees Required Forms, Appendix D*. In accordance with Sub-Paragraph 5.6, Cost of Living Adjustments (COLA's) are allowed after the three years of the Contract.

5.2 The 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 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 occur only with the District's express prior written approval.

5.3 The 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 authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to District's Contract Administrator at the address herein provided in *Exhibit D - District's Administration*.

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

The Contractor shall have no claim against District 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 District and shall immediately repay all such funds to District. Payment by District for services rendered after expiration/termination of this Contract shall not constitute a waiver of District's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the District only for providing the tasks, deliverables, goods, services, and other work

specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the District under the terms of this Contract. The Contractor's payments shall be as provided in *Exhibit B - Statement of Hourly Rates and Cost and Fixed Fees*, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the District. If the District does not approve work in writing, no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with *Exhibit B - Statement of Hourly Rates and Cost and Fixed Fees*.

5.5.3 The Contractor's invoices shall contain the information set forth in *Exhibit A - Statement of Work* describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

In addition, Contractor's invoices shall include:

- Contract number
- Requisition Number
- Date of Service
- A breakdown of labor hours, hourly rate and material cost as separate items, e.g., Labor: 3 hours @\$30/hour = \$90.00
- Fixed fee (e.g., any flat rate job) authorized by the District's Project Manager or authorized designee
- Employee Name and Employee Number of District Employee who ordered or authorized services
- A copy of subcontractor or sublet cost with invoice if a portion of work is contracted out
- Signature of authorized District employee. Contractor's

failure to obtain the signature of the District employee authorizing the work shall invalidate the repair order and will result in non-payment.

- 5.5.4 Payment to Contractor shall be made on an arrears basis, upon acceptance of completed work by District, provided that the Contractor is not in default under any provisions of this Contract. Contractor is to provide the completed **ORIGINAL** invoice, along with one (1) copy to the following address

**Consolidated Fire Protection
District of Los Angeles County
Financial Management Division
Expenditure Management
P.O. Box 910901
Commerce, CA 90091**

Contractor shall fax one (1) copy of the invoice and all pertinent work order documentation to the **Fire Fleet Services at (323) 838-2202, Attn: Work Order Section,** who shall review and approve all invoices for payment.

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

- 5.5.6 **Local Small Business Enterprises – Prompt Payment Program** *(if applicable)*

Certified Local SBEs will receive prompt payment for services they provide to District. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

5.5.7 Contractor shall send one (1) copy of the invoice to the District representative authorizing the work which shall review and approve all invoices of payment. Copy shall be mailed or faxed to:

Chris Marangakis, Assistant Chief or

Ernie Ramirez, Assistant Chief

Consolidated Fire Protection District of Los Angeles County

Fire Fleet Services Division

1104 North Eastern Avenue, Door 33

Los Angeles, California 90063

Fax: (323) 261-1472

5.6 Cost of Living Adjustments (COLA)

The contract (hourly rates and cost) rates may be adjusted after the third contract year based on the increase or decrease 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 most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries; no cost of living adjustments will be granted. Contractor must submit request for consideration of COLA increase to District's Contract Administration, the revised price may not be increased for a period of one year from the date of District's approval.

6.0 ADMINISTRATION OF CONTRACT - DISTRICT

DISTRICT ADMINISTRATION

A listing of all District Administration referenced in the following subparagraphs is designated in *Exhibit D - District's Administration*. The District shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 District's Contract Director

Responsibilities of the District's Contract Director include:

- Making authoritative decisions on contractual or administrative matters relating to this Contract that cannot be resolved by the District Contract Administrator.

6.2 District's Contract Administrator

The responsibilities of the District's Contract Administrator include:

- Ensuring that the objectives of this Contract are met;
- Making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.1, Amendments; and
- Providing direction to Contractor in the areas relating to District policy, information requirements, and procedural requirements.

6.3 District's Contract Manager

The District's Contract Manager is responsible for overseeing the day-to-day administration of this Contract.

- Meeting with Contractor's Contract Manager on a regular basis; and
- Inspecting any and all task, deliverables, goods, services, or other work provided by or on behalf of Contractor.

The District's Contract Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate District in any respect whatsoever.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Contract Manager

7.1.1 The Contractor's Contract Manager is designated in *Exhibit E - Contractor's Administration*. The Contractor shall notify the District in writing of any change in the name or address of the Contractor's Contract Manager.

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

7.2 Approval of Contractor's Staff

District 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 Contract Manager.

7.3 Background and Security Investigations

7.3.1 At any time prior to or during term of this Contract, the District may require that all Contractor's staff performing work under this Contract undergo and pass, to the satisfaction of District, a background investigation, as a condition of beginning and continuing to work under this Contract. District shall use its discretion in determining the method of background clearance to be used, up to and including a District performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

7.3.2 District may request that the Contractor's staff be immediately removed from working on the District Contract at any time during the term of this Contract. District will not provide to the Contractor or to the Contractor's staff any

information obtained through the District conducted background clearance.

7.3.3 District may immediately, at the sole discretion of the District, deny or terminate facility access to the Contractor's staff who do not pass such investigation(s) to the satisfaction of the District whose background or conduct is incompatible with District facility access.

7.3.4 Disqualification, if any, of the Contractor's staff, pursuant to this sub-paragraph 7.3, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.4 Confidentiality

7.4.1 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.

7.4.2 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 7.4, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.4 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 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.

- 7.4.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.4.4 Contractor shall sign and adhere to the provisions of the "*Contract Acknowledgement and Confidentiality Agreement*", *Exhibit F1*. Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "*Contractor Employee Acknowledgment and Confidentiality Agreement*", *Exhibit F2*.
- 7.4.5 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "*Contractor Non-Employee Acknowledgment and Confidentiality Agreement*", *Exhibit F3*.

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 shall be prepared and executed by the Contractor and by the Fire Chief or authorize designee.

8.1.2 The District'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 District reserves the right to add and/or change such provisions as required by the District'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 the Fire Chief or authorized designee.

8.1.3 The Fire Chief or authorized 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 the Fire Chief or authorized 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 District, in its discretion, and any attempted assignment or delegation

without such consent shall be null and void. For purposes of this sub-paragraph, District consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the District to any approved delegate or assignee on any claim under this Contract shall be deductible, at District's sole discretion, against the claims, which the Contractor may have against the District.

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 District 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 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 District'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, District 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 District's Board of Supervisors adopts, in any fiscal year, a District Budget which provides for reductions in the salaries and benefits paid to the majority of District employees and imposes similar reductions with respect to District Contracts, the District 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 District'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 Contract effective date, the Contractor shall provide the District with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2 The District will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

- 8.5.3 If the District requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for District 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 District for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the District's Contract Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 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 District's Contract 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 the 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 8.6 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 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 C - Contractor's EEO Certification*.

8.8 COMPLIANCE WITH THE DISTRICT'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the District'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.

1. Unless the Contractor has demonstrated to the District's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the District Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the District 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 days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the District or a subcontract with a District Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more District contracts or subcontracts. "Employee" means any California

resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the District, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the District under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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 District 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 District may also require, at any time during the Contract and at its sole discretion that the Contractor demonstrate to the District'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.

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

8.9 CONFLICT OF INTEREST

8.9.1 No District employee whose position with the District 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 District's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the District'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 District. 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 sub-paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING DISTRICT 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 District employees who are targeted for layoff or qualified, former District employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM 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 District'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 District will refer GAIN/GROW participants by job category to the Contractor.

8.11.2 In the event that both laid-off District employees and GAIN/GROW participants are available for hiring, District 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 District's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the District Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the District Code, if the District acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the District 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 District contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the District.

8.12.3 Non-responsible Contractor

The District 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 District or a nonprofit corporation created by the District, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the District, any other public entity, or a nonprofit corporation created by the District, 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 District or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the District 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.
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 District shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
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.

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 District 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 District.
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.

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 District Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF DISTRICT'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the District places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the District's policy to encourage all District Contractors to voluntarily post the District's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR’S WARRANTY OF ADHERENCE TO DISTRICT’S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The Contractor acknowledges that the District has established a goal of ensuring that all individuals who benefit financially from the District through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the District and its taxpayers.

8.14.2 As required by the District’s Child Support Compliance Program (District 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 DISTRICT’S QUALITY ASSURANCE PLAN

The District or its agent will evaluate the Contractor’s performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor’s compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the District determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the District

and the Contractor. If improvement does not occur consistent with the corrective action measures, the District may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO DISTRICT 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 District 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, District may make any necessary repairs. All costs incurred by District, as determined by District, 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 District, its agents, officers, and employees from

employer sanctions and any other liability which may be assessed against the Contractor or the District 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 District 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 sub-paragraph 8.1, 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 District 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 District 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 sub-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 sub-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 District of Los Angeles

8.22 INDEPENDENT CONTRACTOR STATUS

8.22.1 This Contract is by and between the District 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 District 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 District 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 District. 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 subparagraph 7.4 - Confidentiality.

8.23 INDEMNIFICATION

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

8.24 GENERAL INSURANCE REQUIREMENTS

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

8.24.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the District shall be delivered to:

Consolidated Fire Protection District of

Los Angeles County

5801 S. Eastern Avenue, Suite 100

Commerce, California 90040-4001

Attn: Support Services Bureau/Contracts Section

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the District is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the

certificate of insurance;

- Include copies of the additional insured endorsement to the commercial general liability policy, adding the District, County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the District's approval. The District retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the District, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the District with an A.M. Best rating of not less than A:VII unless otherwise approved by the District.

8.24.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the District, shall constitute a material breach of the Contract upon which the District may immediately terminate or suspend this Contract. The District, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the District may purchase such required insurance coverage, and without further notice to the Contractor, the District may deduct from sums due to the

Contractor any premium costs advanced by the District for such insurance.

8.24.4 Notification of Incidents, Claims or Suits: Contractor shall report to the District:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the District. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on District property. This report shall be submitted on a District "Non-employee Injury Report" to the District's Contract Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of District property, monies or securities entrusted to the Contractor under the terms of this Contract.

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

8.24.6 Insurance Coverage Requirements for Subcontractors: The Contractor shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of Subcontractors, or
- The Contractor providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The District retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

8.25 INSURANCE COVERAGE REQUIREMENTS

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

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

8.25.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”. This insurance shall also provide garagekeepers coverage with a limit of not less than \$1 million per occurrence covering physical damage and theft of District vehicles left with Contractor for servicing, repair, storage or safekeeping.

OR

8.25.3 Garage Liability insurance written on standard ISO policy form or its equivalent and includes, without limitation, Covered Autos for “any auto” with limits of not less than \$1 million per accident, Liability Coverage that provides premises/operations, products/completed operation, contractual and broad form property damage with limits not

less than \$1 million per occurrence and Garage Keeper Coverage with limits of not less than \$1 million per occurrence covering physical damage and theft of District's vehicles left with contractor for servicing, repair, storage or safekeeping. The policy shall have an aggregated limit of two times the per occurrence limit.

Exception: If Contractor provides component repairs which do not require the Contractor to take possession of any District vehicles to complete such repairs, then Contractor may have insurance limits of \$500,000 per occurrence and a \$500,000 aggregate for General Liability, Automobile Liability and Garage Liability.

If this EXCEPTION applies to your company, please provide a detailed explanation of your exception when filling out Exhibit 8 of Appendix D, "IFB Exception Form."

8.25.4 Workers' Compensation and Employers' Liability

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

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

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

8.25.5 *For Contractors that provide sea craft maintenance and repair services, the requirements of their contract must also include:*

Ship Repairers' Liability insurance of at least \$1 million with a minimum aggregate of \$2 million covering loss and/or damage to Districts sea craft(s), including the sea craft's equipment and contents left in the care/custody and control of Contractor for maintenance, alterations and/or repair services. **This insurance would replace the requirement for Garage Liability or Garage Keepers Liability unless the Contractor also provides maintenance and repair services to the districts fleet vehicles.**

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the District's Contract Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Contract Director, 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 District, will be forwarded to the Contractor by the District's Contract Director, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the District Contract Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the District's Contract Director, or his/her designee, deems are correctable by the Contractor over a

certain time span, the District's Contract Director, 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 District's Contract Director, 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 the *Performance Requirements Summary (PRS) Chart*, as defined in *Appendix C, Technical Exhibit 2*, hereunder, and that the Contractor shall be liable to the District for liquidated damages in said amount. Said amount shall be deducted from the District's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the District may correct any and all deficiencies and the total costs incurred by the District for completion of the work by an alternate source, whether it be District forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the District, as determined by the District.

8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the District cost due to the failure of

the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the District's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the District'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 District, 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 District.

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 C - Contractor's 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 District representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the District.

8.28.7 If the District finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract. While the District 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 Practices 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 District 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 District 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 District 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 District's Contract Manager and/or District's Contract Director any dispute between the District and the Contractor regarding the performance of services as stated in this Contract. If the District's Contract Manager or District's Contract Director is not able to resolve the dispute, the Fire Chief, or authorized 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, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit J* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

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 D - District's Administration and E - Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The District's Contract Administrator shall have the authority to issue all notices or demands required or permitted by the District under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the District agree that, during the term of this Contract and for a period of 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 District's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-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 Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of the District. 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 District 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 District 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 District 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 District shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- 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 District without the prior written consent of the District's Contract Director. The District shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of District, indicate in its proposals and sales materials that it has been awarded this Contract with the District, provided that the requirements of this sub-paragraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT –

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 District, 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 District during the term of this Contract and for a period of five (5) years thereafter unless the District'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 District, provided that if any such material is located outside Los Angeles District, then, at the District's option, the Contractor shall pay the District for travel, per diem, and other costs incurred by the District to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 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 District'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 District shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract.

8.38.3 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 District conduct an audit of the Contractor regarding the work performed under this

Contract, and if such audit finds that the District's dollar liability for any such work is less than payments made by the District to the Contractor, then the difference shall be either: a) repaid by the Contractor to the District by cash payment upon demand or b) at the sole option of the District's Auditor-Controller, deducted from any amounts due to the Contractor from the District, whether under this Contract or otherwise. If such audit finds that the District's dollar liability for such work is more than the payments made by the District to the Contractor, then the difference shall be paid to the Contractor by the District by cash payment, provided that in no event shall the District's maximum obligation for this Contract exceed the funds appropriated by the District for the purpose of this Contract.

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the District 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 District**. Any attempt by the Contractor to subcontract without the prior consent of the District 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 District's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and

- Other pertinent information and/or certifications requested by the District.
- 8.40.3 The Contractor shall indemnify and hold the District 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 District's approval of the Contractor's proposed subcontract.
- 8.40.5 The District's consent to subcontract shall not waive the District'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 District right.
- 8.40.6 The District's Contract Director is authorized to act for and on behalf of the District with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the District, Contractor shall forward a fully executed subcontract to the District 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 District'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 District from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Consolidated Fire Protection District of Los Angeles County
Support Services Bureau/Contracts Section
5801 S. Eastern Avenue, Suite 100
Commerce, CA 90040-4001

before any Subcontractor employee may perform any work hereunder.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH DISTRICT'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to District's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the District 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 District may terminate this Contract pursuant to sub-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 District, 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 District, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- 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 sub-paragraph 8.38, Record Retention & Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

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

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- 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 District may authorize in writing) after receipt of written notice from the District specifying such failure.

8.43.2 In the event that the District terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the District may procure, upon such terms and in such manner as the District may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the District for any and all excess costs incurred by the District,

as determined by the District, 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 sub-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 sub-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 District 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 sub-paragraph 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.43.4 If, after the District has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the District that the Contractor was not in default under the

provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-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 sub-paragraph 8.42 - Termination for Convenience.

8.43.5 The rights and remedies of the District provided in this sub-paragraph 8.43 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 District 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 District 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 District 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 District officer or employee to solicit such improper consideration. The report shall be made either to the District manager charged with the supervision of the employee or to the District 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, service, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

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

- 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;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the District provided in this subparagraph 8.45 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 DISTRICT LOBBYIST ORDINANCE

The Contractor, and each District Lobbyist or District Lobbying firm as defined in District Code Section 2.160.010 retained by the Contractor, shall fully comply with the District's Lobbyist Ordinance, District Code Chapter 2.160. Failure on the part of the Contractor or any District Lobbyist or District Lobbying firm retained by the Contractor to fully

comply with the District's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the District 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 District shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the District's future fiscal years unless and until the District's Board of Supervisors appropriates funds for this Contract in the District'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 District 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 District of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the District 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 sub-paragraph 8.49 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 District 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.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- 9.1.1 This Contract is subject to the provisions of the District's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.1.2 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.
- 9.1.3 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 District official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 9.1.4 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 District any difference between the contract amount and what the District'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 OAC of this information prior to responding to a solicitation or accepting a contract award.

9.2 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

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

9.2.2 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.

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

9.2.4 If Contractor has obtained District 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 District any difference between the contract amount and what the District'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 (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.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the District 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.

CONTRACTOR: (_____ Name _____)

By _____
Name

Title

CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY

By _____
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

Office of County Counsel

By _____
Senior Deputy County Counsel



The following list of vendors have successfully submitted bids to the Consolidated Fire Protection District of Los Angeles County in response to the Invitation for Bid (IFB) for **Fire Fleet Maintenance and Repair Services**. The Board of Supervisors has approved and adopted these vendors as contractors on September 29, 2009.

	VENDOR NAME	CONTRACT NUMBER
1.	AF Road Runner Towing, Inc.	
2.	American Moving Parts, LLC	
3.	B & M Lawn & Garden, Inc.	
4.	Bourret Auto Glass, Upholstery & Interior, Inc.	
5.	California Clutch & Gear, Inc.	
6.	California Frame & Axle	
7.	California Seagrave	
8.	Carmenita Ford Truck Sales	
9.	Cummins Cal Pacific, LLC	
10.	Dieseltron	
11.	Duran's Body Shop, Inc.	
12.	Dynamic Auto Body Center, Inc.	
13.	F & H Tire	
14.	Freddie Mac's, Inc.	
15.	Garfield Car Wash	
16.	Get Tires, Inc.	
17.	Glass Doctor of Montebello	
18.	Golden Hands Auto Body, Inc.	
19.	LBI Air, Inc.	

Consolidated Fire Protection District of Los Angeles County
Fire Fleet Maintenance and Repair Services

#	VENDOR NAME	CONTRACT NUMBER
20.	Leon's Transmission Service, Inc.	
21.	OC Fleet, Inc.	
22.	Pacific Ford, Inc.	
23.	Phenix Enterprises	
24.	Pomona Auto Body Collision Center, Inc.	
25.	Puente Hills Motors, Inc.	
26.	Quality Fleet & Truck Center	
27.	S & J Chevrolet	
28.	Southside Tow Service, Inc.	
29.	Star Ford	
30.	Throgmorton's Frame Clinic	
31.	Tire Centers, LLC	
32.	Underwriters Laboratories	
33.	United Diesel Service	
34.	United Transmission Exchange	
35.	Webb's Auto & Truck Service	
36.	Western Truck Exchange	

Community Business Enterprise Program
Information Summary

This information was gathered for statistical purposes only. On final analysis and consideration of award, selection was made without regard to gender, race, creed, or color.

FIRM ORGANIZATION INFORMATION		AF ROAD RUNNER TOWING, INC.		AMERICAN MOVING PARTS, LLC		B & M LAWN & GARDEN, INC.		BOURRET GLASS UPHOLSTERY & INTERIOR, INC.		
		% of Ownership		% of Ownership		% of Ownership		% of Ownership		
Owners/Partners	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female	
		Black/African American								
		Hispanic/Latino	100%							
		Asian or Pacific Islander								
		American Indian								
		Filipino								
		White			100%		100%		50%	50%
		Number		Number		Number		Number		
Owners/Partners	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female	
		Black/African American								
		Hispanic/Latino	1							
		Asian or Pacific Islander								
		American Indian								
		Filipino								
		White			2		2		1	1
		Number		Number		Number		Number		
Managers	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female	
		Black/African American			1					
		Hispanic/Latino	1	2	2					
		Asian or Pacific Islander								
		American Indian								
		Filipino			1					
		White			2	1	3		1	
		Number		Number		Number		Number		
Staff	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female	
		Black/African American			2					
		Hispanic/Latino	5		32	4	9	1	3	
		Asian or Pacific Islander								
		American Indian			1					
		Filipino			1					
	White			4	2	5				
Total # of Employees		9		55		20		6		
Business Structure		Corporation		Limited Liability Company		Corporation		Corporation		
Certified as Minority, Women, Disadvantaged or Disabled Veteran Business Enterprise?		Minority		N/A		N/A		*		
Certifying Agency		County of L.A. O.A.A.C.								

*Data not provided

FIRM INFORMATION		CALIFORNIA CLUTCH & GEAR, INC.		CALIFORNIA FRAME & AXLE		CALIFORNIA SEAGRAVE		CARMENITA TRUCK CENTER	
		% of Ownership		% of Ownership		% of Ownership		% of Ownership	
Owners/Partners	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American								2%
	Hispanic/Latino					100%		19%	14%
	Asian or Pacific Islander							1%	
	American Indian								
	Filipino								
	White	49%	51%	100%				48%	16%
		Number		Number		Number		Number*	
Owners/Partners	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American								
	Hispanic/Latino					1			
	Asian or Pacific Islander								
	American Indian								
	Filipino								
	White	1	1	1					
		Number		Number		Number		Number*	
Managers	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American	1							
	Hispanic/Latino	1		1					
	Asian or Pacific Islander								
	American Indian								
	Filipino								
	White	1							
		Number		Number		Number		Number	
Staff	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American	6						2	1
	Hispanic/Latino	5		6		5			
	Asian or Pacific Islander								
	American Indian								
	Filipino								
	White					5	1		
Total # of Employees		16		8		12		139	
Business Structure		Corporation		Sole Proprietorship		Corporation		Corporation	
Certified as Minority, Women, Disadvantaged or Disabled Veteran Business Enterprise?		Women		*		N/A		*	
Certifying Agency		Los Angeles Airport							

*Data not provided

FIRM INFORMATION		CUMMINS CAL PACIFIC, LLC		DIESELTRON		DURAN'S BODY SHOP, INC.		DYNAMIC AUTO BODY CENTER, INC.	
		% of Ownership		% of Ownership		% of Ownership		% of Ownership	
Owners/Partners	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American								
	Hispanic/Latino						100%		100%
	Asian or Pacific Islander								
	American Indian								
	Filipino								
	White	100%		100%					
		Number		Number		Number		Number	
Owners/Partners	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American								
	Hispanic/Latino					1	1	1	1
	Asian or Pacific Islander								
	American Indian								
	Filipino								
	White	1		2					
		Number		Number		Number		Number	
Managers	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American								
	Hispanic/Latino	2				1	1	1	
	Asian or Pacific Islander	2	1						
	American Indian								
	Filipino								
	White	19	9						
		Number		Number		Number		Number	
Staff	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American	5	1						
	Hispanic/Latino	93	8	2		9	1	2	
	Asian or Pacific Islander	12	10						
	American Indian								
	Filipino								
	White	122	21		1				
Total # of Employees		306		5		14		5	
Business Structure		Limited Liability Company		Corporation		Corporation		Corporation	
Certified as Minority, Women, Disadvantaged or Disabled Veteran Business Enterprise?		N/A		*		*		*	
Certifying Agency									

*Data not provided

FIRM INFORMATION		F & H TIRE		FREDDIE MAC'S, INC.		GARFIELD CAR WASH		GET TIRES, INC.	
		% of Ownership		% of Ownership		% of Ownership		% of Ownership	
Owners/Partners	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American								
	Hispanic/Latino								
	Asian or Pacific Islander								
	American Indian								
	Filipino								
	White	100%		100%		100%		49%	51%
		Number		Number		Number		Number	
Owners/Partners	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American								
	Hispanic/Latino								
	Asian or Pacific Islander								
	American Indian								
	Filipino								
	White	1		1		1		1	1
		Number		Number		Number		Number	
Managers	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American								
	Hispanic/Latino								
	Asian or Pacific Islander								
	American Indian								
	Filipino								
	White	1			1	1		1	
		Number		Number		Number		Number	
Staff	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American								
	Hispanic/Latino	5	1	11	1	10	2	1	
	Asian or Pacific Islander								
	American Indian								
	Filipino								
	White	1	2	6				4	1
Total # of Employees		11		20		14		9	
Business Structure		Corporation		Corporation		Partnership		Corporation	
Certified as Minority, Women, Disadvantaged or Disabled Veteran Business Enterprise?		*		N/A		*		N/A	
Certifying Agency									

*Data not provided

FIRM INFORMATION		GLASS DOCTOR OF MONTEBELLO		GOLDEN HANDS AUTO BODY, INC.		LBI AIR, INC.		LEON'S TRANSMISSION SERVICE, INC.		
		% of Ownership		% of Ownership		% of Ownership		% of Ownership		
Owners/Partners	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female	
		Black/African American								
		Hispanic/Latino					50%			
		Asian or Pacific Islander								
		American Indian								
		Filipino								
		White	100%		50%	50%	50%		100%	
		Number		Number		Number		Number		
Owners/Partners	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female	
		Black/African American								
		Hispanic/Latino					1			
		Asian or Pacific Islander						1		
		American Indian								
		Filipino								
		White	1		1		1		1	
		Number		Number		Number		Number		
Managers	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female	
		Black/African American						1		
		Hispanic/Latino								
		Asian or Pacific Islander								
		American Indian								
		Filipino								
		White			1	1			6	
		Number		Number		Number		Number		
Staff	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female	
		Black/African American								
		Hispanic/Latino	2					33	2	
		Asian or Pacific Islander						2		
		American Indian								
		Filipino								
		White	1	1	1			12	11	
Total # of Employees		5		5		2		68		
Business Structure		Sole Proprietorship		Corporation		Corporation		Corporation		
Certified as Minority, Women, Disadvantaged or Disabled Veteran Business Enterprise?		*		Minority Disadvantaged		*		N/A		
Certifying Agency				Office of Small Business & DVBE Services						

*Data not provided

FIRM INFORMATION		OC FLEET, INC.		PACIFIC FORD, INC.		PHENIX ENTERPRISES		POMONA COLLISION CENTER, INC.	
		% of Ownership		% of Ownership		% of Ownership		% of Ownership	
Owners/Partners	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American								
	Hispanic/Latino					75%	25%		
	Asian or Pacific Islander								
	American Indian								
	Filipino								
	White	50%	50%	100%				100%	
		Number		Number		Number		Number	
Owners/Partners	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American								
	Hispanic/Latino					3	1		
	Asian or Pacific Islander								
	American Indian								
	Filipino								
	White	1	1	1				1	
		Number		Number		Number		Number	
Managers	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American								
	Hispanic/Latino	1			1			2	2
	Asian or Pacific Islander								
	American Indian								
	Filipino								
	White			14		1		1	
		Number		Number		Number		Number	
Staff	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American	2		5					
	Hispanic/Latino	4		66	17	58	2	6	
	Asian or Pacific Islander	1		6	3				
	American Indian								
	Filipino								
	White	6	1	6	47				
Total # of Employees		17		166		65		12	
Business Structure		Corporation		Corporation		Corporation		Corporation	
Certified as Minority, Women, Disadvantaged or Disabled Veteran Business Enterprise?		*		*		Minority		*	
Certifying Agency						California PUC			

*Data not provided

FIRM INFORMATION		PUENTE HILLS FORD		QUALITY FLEET & TRUCK CENTER		S & J CHEVROLET		STAR FORD	
		% of Ownership		% of Ownership		% of Ownership		% of Ownership	
Owners/Partners	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American			20%					
	Hispanic/Latino	100%		68%	12%				
	Asian or Pacific Islander								
	American Indian								
	Filipino								
	White					100%		100%	
		Number		Number		Number		Number	
Owners/Partners	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American								
	Hispanic/Latino	1							
	Asian or Pacific Islander								
	American Indian								
	Filipino								
	White			5		1		2	
		Number		Number		Number		Number	
Managers	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American							1	
	Hispanic/Latino	4	1			4		1	
	Asian or Pacific Islander						1	1	
	American Indian								
	Filipino	1							1
	White	1	1	2		5	2	6	1
		Number		Number		Number		Number	
Staff	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American					3			
	Hispanic/Latino	42	10			20	2	38	8
	Asian or Pacific Islander	1	1				2	1	
	American Indian		1						
	Filipino		1					1	3
	White	16	2	16	2	22	10	22	6
Total # of Employees		83		25		72		92	
Business Structure		Corporation		Corporation		Corporation		Corporation	
Certified as Minority, Women, Disadvantaged or Disabled Veteran Business Enterprise?		N/A		N/A		*		N/A	
Certifying Agency									

*Data not provided

FIRM INFORMATION		SOUTHSIDE TOW SERVICE, INC.		THROG-MORTON'S FRAME CLINIC		TIRE CENTERS, LLC (TCI)		UNDERWRITERS LABORATORIES	
		% of Ownership		% of Ownership		% of Ownership *		% of Ownership*	
Owners/Partners	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American								
	Hispanic/Latino		51%						
	Asian or Pacific Islander								
	American Indian								
	Filipino								
	White	49%		100%					
		Number		Number		Number *		Number*	
Owners/Partners	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American								
	Hispanic/Latino		1						
	Asian or Pacific Islander								
	American Indian								
	Filipino								
	White	1		1					
		Number		Number		Number		Number	
Managers	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American							10	10
	Hispanic/Latino	1			1	1		16	3
	Asian or Pacific Islander					1		18	15
	American Indian								
	Filipino								
	White					2	1	332	91
		Number		Number		Number		Number	
Staff	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American					4		130	133
	Hispanic/Latino	2	1	2		11		154	57
	Asian or Pacific Islander							236	119
	American Indian								3
	Filipino								
	White	1		2		4	1	1476	712
Total # of Employees		7		6		25		3530	
Business Structure		Corporation		Corporation		Limited Liability Company		Corporation	
Certified as Minority, Women, Disadvantaged or Disabled Veteran Business Enterprise?		*		*		N/A		N/A	
Certifying Agency									

* Data not provided

FIRM INFORMATION		UNITED DIESEL SERVICE		UNITED TRANSMISSION SERVICE		WEBBS AUTO & TRUCK SERVICE		WESTERN TRUCK EXCHANGE	
		% of Ownership		% of Ownership		% of Ownership		% of Ownership	
Owners/Partners	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American								
	Hispanic/Latino								
	Asian or Pacific Islander								
	American Indian								
	Filipino								
	White	49%	51%	100%		100%		100%	
		Number		Number		Number		Number	
Owners/Partners	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American								
	Hispanic/Latino								
	Asian or Pacific Islander								
	American Indian								
	Filipino								
	White	2	1	1		2		1	
		Number		Number		Number		Number	
Managers	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American								1
	Hispanic/Latino					1		2	
	Asian or Pacific Islander					1			
	American Indian								
	Filipino								
	White	1		4	1			1	
		Number		Number		Number		Number	
Staff	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American			1					
	Hispanic/Latino	4		17	3	5	1	23	
	Asian or Pacific Islander	3							
	American Indian								
	Filipino								
White	1		10	1					
Total # of Employees		12		38		10		28	
Business Structure		Corporation		Corporation		Corporation		Corporation	
Certified as Minority, Women, Disadvantaged or Disabled Veteran Business Enterprise?		*		N/A		N/A		*	
Certifying Agency									

* Data not provided

Fire Fleet Maintenance & Repair Services
Consolidated Fire Protection District of Los Angeles County
Vehicle Towing Service – Light Vehicles
(Vehicles up to 10,000 pounds GVWR)

Name of Business

ROAD RUNNER SPECIALTY TOWING & TRANSPORT, INC.

The undersigned certifies that the rates quoted below include all tools and equipment required to perform the vehicle towing services for the District at any and various locations, as-needed.

The rates shall be as follows:

Base charge including hook-up	\$	<u>Ø</u>	
Number of miles included in base charge		<u>Ø</u>	miles
	\$		
Charge after base miles (per mile one way)		<u>Ø</u>	per mile
Winching charge	\$		
Dolly charge	\$	<u>Ø</u>	
Dry run charge	\$	<u>45.00</u>	
Restoring vehicle's own power	\$	<u>60.00</u>	
Hourly labor rate (if applicable)	\$	<u>82.00</u>	port to port
Other fees (state below)	\$	<u>Ø</u>	

All rates and fees must include all overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes unless stated separately.

By

Date 02/26/09

Title PRESIDENT / CED

Fire Fleet Maintenance & Repair Services
 Consolidated Fire Protection District of Los Angeles County
 Vehicle Towing Service – Medium/Heavy Vehicles
 (Vehicles over 10,000 pounds GVWR)

Name of Business

ROAD RUNNER SPECIALTY TOWING & TRANSPORT, INC.

The undersigned certifies that the rates quoted below include all tools and equipment required to perform the vehicle towing services for the District at any and various locations, as-needed.

The rates shall be as follows:

Base charge including hook-up	\$	<u> </u>	
Number of miles included in base charge		<u> </u>	miles
Charge after base miles (per mile one way)	\$	<u> </u>	per mile
Winching charge	\$	<u>155.00</u>	
Dolly charge	\$	<u> </u>	
Dry run charge	\$	<u>65.00</u>	
Restoring vehicle's own power	\$	<u>60.00</u>	
Hourly labor rate (if applicable)		<u>HEAVY \$ 140.00</u>	<u>Port to Port</u>
Other fees (state below)	\$	<u> </u>	

MEDIUM DUTY TOW \$100.00 PER HOUR Port to Port
MURRAY (HEAVY TRANSPORT) \$ 160.00 Port to Port

All rates and fees must include all overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes unless stated separately.

By

[Signature]

Date

02/26/07

Title

PRESIDENT / CEO

AMERICAN MOVING PARTS, LLC

Please Note: Your pricing shall also be reflected on your invoice.

3.0 The hourly labor rates for this contract shall be:

Regular service rate	\$ 40.00	Body Labor	\$ N/A
Overtime hourly rate	\$ 60.00	Paint Labor	\$ N/A
Doubletime hourly rate	\$ 80.00	Frame Labor	\$ N/A
Travel time rate	\$ N/A		
Other (specify)			\$

Are rates portal-to-portal? Yes No

Materials/parts markup percentage (maximum allowed 15%) 15% %

Subcontracted work markup percentage (maximum allowed 15%) N/A %

*The Maximum allowed percentage markup is 15%. When putting in your markup percentage, **DO NOT** use a multiplier. Any bids received that have a percentage markup above 15% and/or use a multiplier, are subject to disqualification, at the discretion of the District

Attach separate page for Fixed Fees, Job Prices, Flat Rates, etc., defining how your company charges for service.

For example:

Smog Check (include different vehicle types)	\$ X.XX
Lube, Oil and Filter	\$ X.XX
Front End Alignment	\$ X.XX

Please Note: Your pricing shall also be reflected on your invoice.

3.0 The hourly labor rates for this contract shall be:

Regular service rate	\$ <u>95⁰⁰</u>	Body Labor	\$ _____
Overtime hourly rate	\$ _____	Paint Labor	\$ _____
Doubletime hourly rate	\$ _____	Frame Labor	\$ _____
Travel time rate	\$ <u>95⁰⁰</u>		
Other (specify)			\$ _____

Are rates portal-to-portal? Yes
 No

Materials/parts markup percentage (maximum allowed 15%) 10 %

Subcontracted work markup percentage (maximum allowed 15%) 15 %

*The Maximum allowed percentage markup is 15%. When putting in your markup percentage, **DO NOT** use a multiplier. Any bids received that have a percentage markup above 15% and/or use a multiplier, are subject to disqualification, at the discretion of the District

Attach separate page for Fixed Fees, Job Prices, Flat Rates, etc., defining how your company charges for service.

For example:

Smog Check (include different vehicle types)	\$ X.XX
Lube, Oil and Filter	\$ X.XX
Front End Alignment	\$ X.XX

49

Fire Fleet Maintenance & Repair Services
Consolidated Fire Protection District of Los Angeles County
Vehicle Towing Service – Light Vehicles
(Vehicles up to 10,000 pounds GVWR)

Name of Business

B+M Lawn + Garden, Inc

The undersigned certifies that the rates quoted below include all tools and equipment required to perform the vehicle towing services for the District at any and various locations, as-needed.

The rates shall be as follows:

Base charge including hook-up	\$ <u>95⁰⁰</u>
Number of miles included in base charge	<u>120</u> miles
Charge after base miles (per mile one way)	\$ <u>2⁰⁰</u> per mile
Winching charge	\$ _____
Dolly charge	\$ _____
Dry run charge	\$ _____
Restoring vehicle's own power	\$ _____
Hourly labor rate (if applicable)	\$ _____
Other fees (state below)	\$ _____

These rates are for pickup and Delivery of Trailer mounted wood chippers, NOT Vehicles

All rates and fees must include all overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes unless stated separately.

By Rob D. Hill Date 2.20.09

Title Sales manager

BOURRET GLASS, UPHOLSTERY & INTERIORS, INC.

Please Note: Your pricing shall also be reflected on your invoice.

3.0 The hourly labor rates for this contract shall be:

Regular service rate	\$ 25.00	Body Labor	\$
Overtime hourly rate	\$ 25.00	Paint Labor	\$
Doubletime hourly rate	\$ 25.00	Frame Labor	\$
Travel time rate	\$ No Charge		
Other (specify)			\$

Are rates portal-to-portal? Yes
 No

Materials/parts markup percentage (maximum allowed 15%) 15 %

Subcontracted work markup percentage (maximum allowed 15%) 15 %

*The Maximum allowed percentage markup is 15%. When putting in your markup percentage, **DO NOT** use a multiplier. Any bids received that have a percentage markup above 15% and/or use a multiplier, are subject to disqualification, at the discretion of the District

Attach separate page for Fixed Fees, Job Prices, Flat Rates, etc., defining how your company charges for service.

For example:

Smog Check (include different vehicle types)	\$ X.XX
Lube, Oil and Filter	\$ X.XX
Front End Alignment	\$ X.XX

Please Note: Your pricing shall also be reflected on your invoice.

3.0 The hourly labor rates for this contract shall be:

Regular service rate	\$	35	Body Labor	\$	N/A
Overtime hourly rate	\$	N/A	Paint Labor	\$	N/A
Doubletime hourly rate	\$	N/A	Frame Labor	\$	N/A
Travel time rate	\$	N/A			
Other (specify)				\$	

Are rates portal-to-portal? Yes
 No

Materials/parts markup percentage (maximum allowed 15%) 15 %

Subcontracted work markup percentage (maximum allowed 15%) 15 %

*The Maximum allowed percentage markup is 15%. When putting in your markup percentage, **DO NOT** use a multiplier. Any bids received that have a percentage markup above 15% and/or use a multiplier, are subject to disqualification, at the discretion of the District

Attach separate page for Fixed Fees, Job Prices, Flat Rates, etc., defining how your company charges for service.

For example:

Smog Check (include different vehicle types)	\$ X.XX
Lube, Oil and Filter	\$ X.XX
Front End Alignment	\$ X.XX

CALIFORNIA FRAME & AXLE

Please Note: Your pricing shall also be reflected on your invoice.

3.0 The hourly labor rates for this contract shall be:

Regular service rate	\$ ^{Light / Med. Heavy} 55.00 / 65.00	Body Labor	\$ _____
Overtime hourly rate	\$ _____	Paint Labor	\$ _____
Doubletime hourly rate	\$ _____	Frame Labor	\$ 55.00 / 65.00
Travel time rate	\$ _____		
Other (specify)			\$ _____

Are rates portal-to-portal? Yes
 No

Materials/parts markup percentage (maximum allowed 15%) _____ 15 %

Subcontracted work markup percentage (maximum allowed 15%) _____ 15 %

*The Maximum allowed percentage markup is 15%. When putting in your markup percentage, **DO NOT** use a multiplier. Any bids received that have a percentage markup above 15% and/or use a multiplier, are subject to disqualification, at the discretion of the District

Attach separate page for Fixed Fees, Job Prices, Flat Rates, etc., defining how your company charges for service.

For example:

Smog Check (include different vehicle types)	\$ X.XX
Lube, Oil and Filter	\$ X.XX
Front End Alignment	\$ X.XX

California Frame & Axle

Effective January 1, 2009

Wheel Alignment Prices:

Most Passenger Cars Front End Alignment \$37.50
Most Passenger Cars Rear End Alignment \$45.00
½-1 Ton Light Truck Single Rear Wheel Front End Alignment \$45.00
Dual Wheel 1 thru 1-1/2 Ton Super Duty HD & Motorhome \$75.00
Medium & Heavy duty Truck Front End Alignment \$95.00
Medium & Heavy duty Truck Rear Tandem Alignment \$105.00
Special Shims & Cams (Extra)

Wheel Balancing Prices:

Most Passenger & Light Truck \$10.00 Per Wheel
After market & Aluminum \$15.00 Per Wheel
Medium & Heavy Truck \$27.50 Per Wheel
All Balancing Is Done On The Vehicle

Flat pricing:

Labor rate Auto & Light Truck \$55.00 hr
Labor rate Medium & Heavy Truck \$65.00 hr

We Also Offer Steering, Spring & Suspension Repair
Brake Service & Frame Repair

6049 RUGBY AVE. HUNTINGTON PARK, CA 90255 (323) 583-2834

Please Note: Your pricing shall also be reflected on your invoice.

3.0 The hourly labor rates for this contract shall be:

Regular service rate	\$ 100. ⁰⁰	Body Labor	\$ 100.00
Overtime hourly rate	\$ 145. ⁰⁰	Paint Labor	\$ 100.00
Doubletime hourly rate	\$ 185. ⁰⁰	Frame Labor	\$ 100.00
Travel time rate	\$ 75. ⁰⁰ Per Hour		
Other (specify)	Weekend on overtime & 4hr minimum		\$ See Attached

Are rates portal-to-portal? Yes
 No

Materials/parts markup percentage (maximum allowed 15%) 15 %

Subcontracted work markup percentage (maximum allowed 15%) 15 %

*The Maximum allowed percentage markup is 15%. When putting in your markup percentage, **DO NOT** use a multiplier. Any bids received that have a percentage markup above 15% and/or use a multiplier, are subject to disqualification, at the discretion of the District

Attach separate page for Fixed Fees, Job Prices, Flat Rates, etc., defining how your company charges for service.

For example:

Smog Check (include different vehicle types)	\$ X.XX
Lube, Oil and Filter	\$ X.XX
Front End Alignment	\$ X.XX

20A
ATTACHMENT A: 22A

California Seagrave

SALES, SERVICE & PARTS

17160 Albutis Ave/ Artesia/ Ca/ 90701

Phone: 562-924-4499 • Fax: 562-924-3322

tommy@caseagrave.com

Re: Shop rates / Fees

Below you will find our shop rates effective as of 01/01/2009 and good thru 12/31/2009.

Labor Shop & Labor Rates: \$100/hr

Travel Time Hourly Rate: \$75.00/hr

Mileage Rate: \$0.50/ Mile

Emergency Services (After Hours/ Weekends): \$145.00/hr (4 hr min)

Aerial Preventative Maintenance and Certification: \$2750.00

Pump Testing: \$600.00

Services We Offer:

- **WE WORK ON ALL MANUFACTURERS AND TYPES OF APPARATUS**
- **Ambulance Repairs**
- **Pick-up and Delivery of Units Available**
- **24/7 Road Service**
- **Engine Rentals and Loaners**
- **Annual Ladder Inspections, Repairs and Cleanings**
- **Annual Pump Testing**
- **Preventive maintenance (Chassis, Aerial, Pump, & Foam system)**
- **Electrical Troubleshooting & Repairs**
- **Hydraulic Repairs**
- **Heavy/ General Repairs (Radiators, Brakes, Belts)**
- **A/C Troubleshooting and repair**
- **Warranty Services (Seagrave, Foam Pro, Waterous, Hale, Arvin Meritor, Class 1, Whelen...)**
- **Paint, Bodywork and Fabrication**
- **Certified Welders On Site**
- **Parts – Fully Stocked, Full Time Parts Staff**

We are a factory authorized service provider for Seagrave Fire Apparatus, RK Aerials, Waterous, Hale, Hypro Foam Pro, Harrison Hydra-Gen, Arvin-Meritor, Hackney..... We have factory trained technicians that have a wide range of EVT certifications to fulfill your needs. We also provide Third Party Ladder testing services, (included in the Ladder PM).

If you have any questions please do not hesitate to contact us at 562-924-5599.

Tommy J. Gonzales, Service Manager. Cell # 562-746-6355

Please Note: Your pricing shall also be reflected on your invoice.

3.0 The hourly labor rates for this contract shall be:

Regular service rate	\$ 95.00	Body Labor	\$ 95.00
Overtime hourly rate	\$ 95.00	Paint Labor	\$ 95.00
Doubletime hourly rate	\$ 95.00	Frame Labor	\$ 95.00
Travel time rate	\$ 95.00		
Other (specify)			\$

Are rates portal-to-portal? Yes
 No

Materials/parts markup percentage (maximum allowed 15%) 15 %

Subcontracted work markup percentage (maximum allowed 15%) 15 %

*The Maximum allowed percentage markup is 15%. When putting in your markup percentage, **DO NOT** use a multiplier. Any bids received that have a percentage markup above 15% and/or use a multiplier, are subject to disqualification, at the discretion of the District

Attach separate page for Fixed Fees, Job Prices, Flat Rates, etc., defining how your company charges for service.

For example:

Smog Check (include different vehicle types)	\$ X.XX
Lube, Oil and Filter	\$ X.XX
Front End Alignment	\$ X.XX

CUMMINS CAL PACIFIC

Please Note: Your pricing shall also be reflected on your invoice.

3.0 The hourly labor rates for this contract shall be:

Regular service rate	\$ 115.00	Body Labor	\$
Overtime hourly rate	\$ 172.50	Paint Labor	\$
Doubletime hourly rate	\$ 230.00	Frame Labor	\$
Travel time rate	\$ 2.50 a mile		
Other (specify)			\$

Are rates portal-to-portal? Yes
 No

Cummins Recommended Fleet Price

Materials/parts markup percentage (maximum allowed 15%) _____ %

Subcontracted work markup percentage (maximum allowed 15%) _____ %

*The Maximum allowed percentage markup is 15%. When putting in your markup percentage, **DO NOT** use a multiplier. Any bids received that have a percentage markup above 15% and/or use a multiplier, are subject to disqualification, at the discretion of the District

Attach separate page for Fixed Fees, Job Prices, Flat Rates, etc., defining how your company charges for service.

For example:

Smog Check (include different vehicle types)	\$ X.XX
Lube, Oil and Filter	\$ X.XX
Front End Alignment	\$ X.XX

Please Note: Your pricing shall also be reflected on your invoice.

3.0 The hourly labor rates for this contract shall be:

Regular service rate	\$ 45.00	Body Labor	\$
Overtime hourly rate	\$	Paint Labor	\$
Doubletime hourly rate	\$	Frame Labor	\$
Travel time rate	\$		
Other (specify)			\$

Are rates portal-to-portal? Yes
 No

Materials/parts markup percentage (maximum allowed 15%) 15 %

Subcontracted work markup percentage (maximum allowed 15%) N/A %

*The Maximum allowed percentage markup is 15%. When putting in your markup percentage, **DO NOT** use a multiplier. Any bids received that have a percentage markup above 15% and/or use a multiplier, are subject to disqualification, at the discretion of the District

Attach separate page for Fixed Fees, Job Prices, Flat Rates, etc., defining how your company charges for service.

For example:

Smog Check (include different vehicle types)	\$ X.XX
Lube, Oil and Filter	\$ X.XX
Front End Alignment	\$ X.XX

Please Note: Your pricing shall also be reflected on your invoice.

3.0 The hourly labor rates for this contract shall be:

Regular service rate	\$	Body Labor	\$ 42.00 hr.
Overtime hourly rate	\$	Paint Labor	\$ 42.00 hr.
Doubletime hourly rate	\$	Frame Labor	\$ 60.00 hr.
Travel time rate	\$	Mechanical	\$ 85.00 hr.
Other (specify)		Paint materials	\$ 29.00 hr.

Are rates portal-to-portal? Yes
 No

Materials/parts markup percentage (maximum allowed 15%)	15	%
Subcontracted work markup percentage (maximum allowed 15%)	15	%

*The Maximum allowed percentage markup is 15%. When putting in your markup percentage, **DO NOT** use a multiplier. Any bids received that have a percentage markup above 15% and/or use a multiplier, are subject to disqualification, at the discretion of the District

Attach separate page for Fixed Fees, Job Prices, Flat Rates, etc., defining how your company charges for service.

For example:

Smog Check (include different vehicle types)	\$ X.XX
Lube, Oil and Filter	\$ X.XX
Front End Alignment	\$ X.XX

Fire Fleet Maintenance & Repair Services
Consolidated Fire Protection District of Los Angeles County
Vehicle Towing Service – Light Vehicles
(Vehicles up to 10,000 pounds GVWR)

Name of Business

Duran's Body Shop, Inc.

The undersigned certifies that the rates quoted below include all tools and equipment required to perform the vehicle towing services for the District at any and various locations, as-needed.

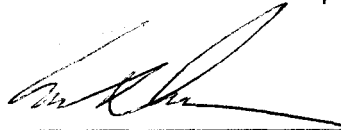
The rates shall be as follows:

Base charge including hook-up	\$ 120.00	
Number of miles included in base charge	0	miles
Charge after base miles (per mile one way)	9.00	per mile
Winching charge	\$ n/a	
Dolly charge	\$ Flat bed used (incl)	
Dry run charge	\$ 75.00	
Restoring vehicle's own power	\$ 60.00	
Hourly labor rate (if applicable)	\$ 120.00	
Other fees (state below)	\$	

All rates and fees must include all overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes unless stated separately.

By

Martin Duran



Date

2/19/09

Title

V.P.

DYNAMIC AUTO BODY CENTER, INC.

Please Note: Your pricing shall also be reflected on your invoice.

3.0 The hourly labor rates for this contract shall be:

Regular service rate	\$	Body Labor	\$ 42.00 hr.
Overtime hourly rate	\$	Paint Labor	\$ 42.00 hr.
Doubletime hourly rate	\$	Frame Labor	\$ 60.00 hr.
Travel time rate	\$	Paint Materials	\$29.00 hr.
Other (specify)		Mechanical	\$ 85.00 hr.

Are rates portal-to-portal? Yes
 No

Materials/parts markup percentage (maximum allowed 15%)	15	%
Subcontracted work markup percentage (maximum allowed 15%)	15	%

*The Maximum allowed percentage markup is 15%. When putting in your markup percentage, **DO NOT** use a multiplier. Any bids received that have a percentage markup above 15% and/or use a multiplier, are subject to disqualification, at the discretion of the District

Attach separate page for Fixed Fees, Job Prices, Flat Rates, etc., defining how your company charges for service.

For example:

Smog Check (include different vehicle types)	\$ X.XX
Lube, Oil and Filter	\$ X.XX
Front End Alignment	\$ X.XX

Fire Fleet Maintenance & Repair Services
 Consolidated Fire Protection District of Los Angeles County
 Vehicle Towing Service – Light Vehicles
 (Vehicles up to 10,000 pounds GVWR)

Name of Business Dynamic Auto Body Center, Inc.

The undersigned certifies that the rates quoted below include all tools and equipment required to perform the vehicle towing services for the District at any and various locations, as-needed.

The rates shall be as follows:

Base charge including hook-up	\$ 120.00
Number of miles included in base charge	0 miles
Charge after base miles (per mile one way)	\$ 9.00 per mile
Winching charge	\$
Dolly charge	\$ flad bed used (incl.)
Dry run charge	\$ 75.00
Restoring vehicle's own power	\$ 60.00
Hourly labor rate (if applicable)	\$ 120.00
Other fees (state below)	\$

All rates and fees must include all overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes unless stated separately.

By  Date 2/23/09
 _____ Martin Duran _____

Title V.P.

F E H TIRE CO.

Please Note: Your pricing shall also be reflected on your invoice.

3.0 The hourly labor rates for this contract shall be:

Regular service rate	\$ 75.00	Body Labor	\$
Overtime hourly rate	\$ 95.00	Paint Labor	\$
Doubletime hourly rate	\$	Frame Labor	\$
Travel time rate	\$		
Other (specify)	See attached listing, Pages 22a, 22b.		\$

Are rates portal-to-portal? Yes
 No

Materials/parts markup percentage (maximum allowed 15%) 15 %

Subcontracted work markup percentage (maximum allowed 15%) N/A %

*The Maximum allowed percentage markup is 15%. When putting in your markup percentage, **DO NOT** use a multiplier. Any bids received that have a percentage markup above 15% and/or use a multiplier, are subject to disqualification, at the discretion of the District

Attach separate page for Fixed Fees, Job Prices, Flat Rates, etc., defining how your company charges for service.

For example:

Smog Check (include different vehicle types)	\$ X.XX
Lube, Oil and Filter	\$ X.XX
Front End Alignment	\$ X.XX

F E H TIRE CO.

REQUIRED FORMS – EXHIBIT 16

Fire Fleet Maintenance & Repair Services

Consolidated Fire Protection District of Los Angeles County

Statement of Hourly Rates, Costs and Fixed Fees

3.0 Other (specify):

Tire Repair Road Service for light/medium trucks \$70.00 per hour \$90.00 overtime
Tire Repair Road Service for O.T.R. \$85.00 per hour \$110.00 overtime
(Overtime rates apply before 7:00 A.M. and after 6:00 P.M.)

Wheel Alignment

Passenger 4 wheel align	\$70.00
Passenger 2 wheel align	\$55.00
½ & ¾ ton trucks	\$65.00
1 ton trucks	\$75.00
GMC 3500 HD trucks	\$95.00
15,000 GM trucks	\$95.00
Ford F450 Super Duty	\$95.00
Medium Truck	\$145.00

Flat Repair/Dismount and Mount

Passenger	\$15.00/10.00
Light Truck	\$16.00/11.00
19.5 to 11R24.5	\$25.00/22.00
315/22.5 & super single	\$35.00/30.00
Rear Backhoe/Skiploader	\$35.00/30.00

Miscellaneous

Water fill	\$25.00
Passenger Balance	\$10.00
Light Truck Balance	\$12.50
Medium Truck Balance	\$25.00

California Disposal Fee

Passenger/light truck	\$ 2.50 per tire
19.5 inch	\$ 4.50 per tire
Medium truck	\$ 4.50 per tire

Fire Fleet Maintenance & Repair Services
Consolidated Fire Protection District of Los Angeles County
Vehicle Towing Service – Light Vehicles
(Vehicles up to 10,000 pounds GVWR)

Name of Business

FREDDIE MAC'S INC.

The undersigned certifies that the rates quoted below include all tools and equipment required to perform the vehicle towing services for the District at any and various locations, as-needed.

The rates shall be as follows:

Base charge including hook-up	\$	<u>85.00</u>
Number of miles included in base charge		<u>ALL MILES INCLUDED</u> miles
Charge after base miles (per mile one way)		<u>NONE</u> per mile
Winching charge	\$	<u>85.00 per hour</u>
Dolly charge <i>will transport on flatbed</i>	\$	<u>85.00 per hour</u>
Dry run charge	\$	<u>85.00 flat fee</u>
Restoring vehicle's own power	\$	<u>85.00</u>
Hourly labor rate (if applicable)	\$	<u>85.00</u>
Other fees (state below)	\$	<u>85.00 flatbed</u>

Items including but not limited to pallets, pipes, hoses, barrels will be transported on Flatbed trucks @ \$85.00 per hour.

All rates and fees must include all overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes unless stated separately.

By Donald Newsham

Date February 25, 2009

Title President

Fire Fleet Maintenance & Repair Services
 Consolidated Fire Protection District of Los Angeles County
 Vehicle Towing Service – Medium/Heavy Vehicles
 (Vehicles over 10,000 pounds GVWR)

Name of Business

FREDDIE MAC'S INC.

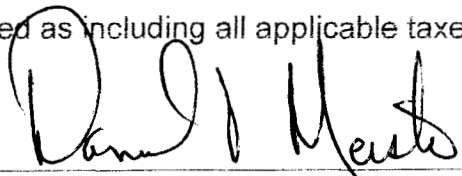
The undersigned certifies that the rates quoted below include all tools and equipment required to perform the vehicle towing services for the District at any and various locations, as-needed.

The rates shall be as follows:

Base charge including hook-up	<u>\$125.00 per hour port to port</u>
Number of miles included in base charge	<u>all miles</u>
Charge after base miles (per mile one way)	\$ <u>per mile none</u>
Winching charge	\$ <u>125.00 per hour</u>
Dolly charge	\$ <u>N/A</u>
Dry run charge	\$ <u>125.00 per hour</u>
Restoring vehicle's own power	\$ <u>125.00 per hour</u>
Hourly labor rate (if applicable)	\$ <u>125.00 per hour</u>
Other fees (state below)	\$ <u>125.00 per hour</u>

Landoll Trailers up to 48,000 lbs \$125.00 per hour
Murry Trailer 48,000 to 100,000 lbs \$135.00 per hour
Specialize Heavy Duty wreck work w/ Rotator \$500.00 per hour

All rates and fees must include all overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes unless stated separately.

By 

Date February 25, 2009

Title President

GARFIELD CAR WASH
113 N. GARFIELD AVE
MONTEBELLO, CA 90640
TEL: 323-724-9604

3/10/09

CAR WASH AND DETAIL SERVICES PROCEDURES AND PRICES:

CAR WASH PROCEDURES:

DRIVERS MUST DRIVE UP TO THE VACUUM LANE
ALL DRIVERS MUST OBTAIN A WASH TICKET FROM THE CAR WASH TICKET
ATTENDANT BEFORE THEY WALK INSIDE TO SIGN THE LOG SHEET.
ALL DRIVERS MUST IDENTIFY WITH COUNTY BADGE BEFORE SIGNING THE LOG
SHEET
ALL VEHICLES MUST FIT THRU THE CAR TUNNEL

CAR WASH SERVICE TO INCLUDE :

VACUUM INTERIOR OF VEHICLE
WASH THE EXTERIOR OF VEHICLE
DUST OFF DASH BOARD
CLEAN WINDOWS INSIDE & OUT
DRY EXTERIOR
AIR FRESHENER
CLEAN TIRES AND DRESS ALL TIRES WITH TIRE SHINE

TOTAL PRICE FOR CAR WASH SERVICE: \$8.00

DETAIL PROCEDURES:

ALL DRIVERS MUST HAVE A REQUISITION NUMBER ISSUED BY FLEET SERVICES
BEFORE SERVICES CAN BE RENDERED.

DETAIL SERVICE TO INCLUDE:

SHAMPOO CARPETS
SHAMPOO ALL SEATS
SHAMPOO DOOR PANELS, DASHBOARD AND CENTER CONSOLE
APPLY SHINY SOLUTION ON DASHBOARD
BUFF AND POLISH EXTERIOR
HAND WAX EXTERIOR

TOTAL PRICE FOR DETAIL SERVICE:\$80.00

GET TIRES

Please Note: Your pricing shall also be reflected on your invoice.

3.0 The hourly labor rates for this contract shall be:

Regular service rate	\$ 65.00	Body Labor	\$
Overtime hourly rate	\$ 80.00	Paint Labor	\$
Doubletime hourly rate	\$ 90.00	Frame Labor	\$
Travel time rate	\$		
Other (specify)			\$

Are rates portal-to-portal? Yes
 No

Materials/parts markup percentage (maximum allowed 15%) 15 %

Subcontracted work markup percentage (maximum allowed 15%) 15 %

*The Maximum allowed percentage markup is 15%. When putting in your markup percentage, **DO NOT** use a multiplier. Any bids received that have a percentage markup above 15% and/or use a multiplier, are subject to disqualification, at the discretion of the District

Attach separate page for Fixed Fees, Job Prices, Flat Rates, etc., defining how your company charges for service.

For example:

Smog Check (include different vehicle types)	\$ X.XX
Lube, Oil and Filter	\$ X.XX
Front End Alignment	\$ X.XX



2009-2011 L.A. COUNTY FIRE DEPARTMENT ANTELOPE VALLEY SERVICE RATES

Service Calls - Passenger/Light Truck/Medium Truck

	Description		\$/Hr.*
SC-1	Service Call - Area 1 [Lancaster/Palmdale/Quartz Hill]	\$ 65.00	
SC-2	Service Call - Area 2 [Acton/Littlerock/Lake LA/Rosamond]	\$ 85.00	
SC-3	Service - Outside Areas [port-to-port]	\$ 80.00	*
SC-OVR	Service - Overtime Rates [port-to-port]	\$ 90.00	*
SC-SHL	Service - Sundays and Holidays [port-to-port]	\$ 100.00	*
HAZMAT	Hazmat - [per service call]	\$ 5.00	

Medium Truck (17.5", 19.5", 20", 22", 22.5", 24.5")

	Description	\$/wheel
MT-DM	Medium Truck Dismount/Mount	\$ 22.50
MT-FR	Medium Truck Flat Repair	\$ 25.00
MT-SB	Medium Truck Spin Balance	\$ 22.50

Passenger/Light Truck (Up to and including 16.5" wheel diameter)

	Description	\$/wheel
PLT-DM	Passenger/Light Truck Dismount/Mount	\$ 12.50
PLT-FR	Passenger/Light Truck Flat Repair	\$ 15.00
PLT-SB	Passenger/Light Truck Spin Balance	\$ 12.50

Truck Service Center

	Description	\$/Hr.*
Shop Labor	Truck Repair (In-Shop Only)	\$ 84.00 *
Alignment	Steer Axle Alignment - Heavy Truck	\$ 120.00
Alignment	Non-Steer Axle Alignment (per axle)	\$ 90.00

Diesel Fuel Price	Surcharge	Diesel Fuel Price	Surcharge
<\$1.99/gal	\$0.00		
\$2.00 - 2.24/gal	\$2.50	\$4.00 - 4.24/gal	\$22.50
\$2.25 - 2.49/gal	\$5.00	\$4.25 - 4.49/gal	\$25.00
\$2.50 - 2.74/gal	\$7.50	\$4.50 - 4.74/gal	\$27.50
\$2.75 - 2.99/gal	\$10.00	\$4.75 - 4.99/gal	\$30.00
\$3.00 - 3.24/gal	\$12.50	\$5.00 - 5.24/gal	\$32.50
\$3.25 - 3.49/gal	\$15.00	\$5.25 - 5.49/gal	\$35.00
\$3.50 - 3.74/gal	\$17.50	\$5.50 - 5.74/gal	\$37.50
\$3.75 - 3.99/gal	\$20.00	\$5.75 - 5.99/gal	\$40.00



2009-2011 L.A. COUNTY FIRE DEPARTMENT SANTA CLARITA SERVICE RATES

Service Calls - Passenger/Light Truck/Medium Truck

	Description		\$/Hr.*
SCV-1	Service Call - Area 1 [Santa Clarita Valley]	\$ 65.00	
SCV-2	Service Call - Area 2 [Castaic/San Fernando Valley]	\$ 85.00	
SCV-3	Service Call - Area 3 [Outside Areas] (HOURLY)	\$ 80.00	*
SCV-OVR	Service - Overtime Rates [port-to-port]	\$ 90.00	*
SCV-SHL	Service - Sundays and Holidays [port-to-port]	\$ 100.00	*
HAZMAT	Hazmat - [per service call]	\$ 5.00	

Medium Truck (17.5", 19.5", 20", 22", 22.5", 24.5")

	Description	\$/wheel
MT-DM	Medium Truck Dismount/Mount	\$ 22.50
MT-FR	Medium Truck Flat Repair	\$ 25.00
MT-SB	Medium Truck Spin Balance	\$ 22.50

Passenger/Light Truck (Up to and including 16.5" wheel diameter)

	Description	\$/wheel
PLT-DM	Passenger/Light Truck Dismount/Mount	\$ 12.50
PLT-FR	Passenger/Light Truck Flat Repair	\$ 15.00
PLT-SB	Passenger/Light Truck Spin Balance	\$ 12.50

Truck Service Center

	Description	\$/Hr.*
Shop Labor	Truck Repair (In-Shop Only)	\$ 84.00 *
Alignment	Steer Axle Alignment - Heavy Truck	\$ 120.00
Alignment	Non-Steer Axle Alignment (per axle)	\$ 90.00

Diesel Fuel Price	Surcharge	Diesel Fuel Price	Surcharge
<\$1.99/gal	\$0.00		
\$2.00 - 2.24/gal	\$2.50	\$4.00 - 4.24/gal	\$22.50
\$2.25 - 2.49/gal	\$5.00	\$4.25 - 4.49/gal	\$25.00
\$2.50 - 2.74/gal	\$7.50	\$4.50 - 4.74/gal	\$27.50
\$2.75 - 2.99/gal	\$10.00	\$4.75 - 4.99/gal	\$30.00
\$3.00 - 3.24/gal	\$12.50	\$5.00 - 5.24/gal	\$32.50
\$3.25 - 3.49/gal	\$15.00	\$5.25 - 5.49/gal	\$35.00
\$3.50 - 3.74/gal	\$17.50	\$5.50 - 5.74/gal	\$37.50
\$3.75 - 3.99/gal	\$20.00	\$5.75 - 5.99/gal	\$40.00



2009-2011 L.A. COUNTY FIRE DEPARTMENT TRUCK SHOP SERVICES

REPAIR AND REPLACEMENT OF ALL CHASSIE AND DRIVE TRAIN
COMPONANTS.

REPAIR OF CAT, CUMMINGS, DETROIT, INTERNATIONAL, DIESEL
ENGINES. INCLUDING MINOR AND MAJOR REBUILDING.

GENERAL TRUCK REPAIR. BRAKES, BIT INSPECTIONS, SERVICE,
LIGHTS AND WIRING.

ALL WHEEL LASER ALIGNMENT FOR ALL TRUCKS TO HALF TON
SIZE. NO CARS.

LABOR CHARGE	84.00 HR
LABOR CHARGE OVER TIME	94.00 HR
WE USE REAL TIME LABOR GUIDE FOR REPAIR COST.	

GLASS DOCTOR

Please Note: Your pricing shall also be reflected on your invoice.

3.0 The hourly labor rates for this contract shall be:

Regular service rate	\$ 75 ⁰⁰	Body Labor	\$ N/A
Overtime hourly rate	\$ 112 ⁵⁰	Paint Labor	\$ N/A
Doubletime hourly rate	\$ 150 ⁰⁰	Frame Labor	\$ N/A
Travel time rate	\$ 55 ⁰⁰		
Other (specify)			\$

Are rates portal-to-portal? Yes
 No

Materials/parts markup percentage (maximum allowed 15%) 15%

Subcontracted work markup percentage (maximum allowed 15%) 15%

*The Maximum allowed percentage markup is 15%. When putting in your markup percentage, **DO NOT** use a multiplier. Any bids received that have a percentage markup above 15% and/or use a multiplier, are subject to disqualification, at the discretion of the District

Attach separate page for Fixed Fees, Job Prices, Flat Rates, etc., defining how your company charges for service.

For example:

Smog Check (include different vehicle types)	\$ X.XX
Lube, Oil and Filter	\$ X.XX
Front End Alignment	\$ X.XX

GOLDEN HANDS AUTO BODY, INC.

Please Note: Your pricing shall also be reflected on your invoice.

3.0 The hourly labor rates for this contract shall be:

Regular service rate	\$ <u>N/A</u>	Body Labor	\$ <u>38</u>
Overtime hourly rate	\$ <u>N/A</u>	Paint Labor	\$ <u>38</u>
Doubletime hourly rate	\$ <u>N/A</u>	Frame Labor	\$ <u>55</u>
Travel time rate	\$ <u>N/A</u>		
Other (specify)	<u>Accident Related Mech. work Labor</u>		\$ <u>85</u>

Are rates portal-to-portal? Yes
 No

Materials/parts markup percentage (maximum allowed 15%) 15 %

Subcontracted work markup percentage (maximum allowed 15%) 15 %

*The Maximum allowed percentage markup is 15%. When putting in your markup percentage, **DO NOT** use a multiplier. Any bids received that have a percentage markup above 15% and/or use a multiplier, are subject to disqualification, at the discretion of the District

Attach separate page for Fixed Fees, Job Prices, Flat Rates, etc., defining how your company charges for service.

For example:

Smog Check (include different vehicle types)	\$ X.XX
Lube, Oil and Filter	\$ X.XX
Front End Alignment	\$ X.XX

Please Note: Your pricing shall also be reflected on your invoice.

3.0 The hourly labor rates for this contract shall be:

Regular service rate	\$ 95.00	Body Labor	\$ _____
Overtime hourly rate	\$ 115.00	Paint Labor	\$ _____
Doubletime hourly rate	\$ 130.00	Frame Labor	\$ _____
Travel time rate	\$ 89.00		
Other (specify)	Mileage \$0.50 per mile		\$ _____

Are rates portal-to-portal? Yes No

Materials/parts markup percentage (maximum allowed 15%) 10 %

Subcontracted work markup percentage (maximum allowed 15%) 10 %

*The Maximum allowed percentage markup is 15%. When putting in your markup percentage, DO NOT use a multiplier. Any bids received that have a percentage markup above 15% and/or use a multiplier, are subject to disqualification, at the discretion of the District

Attach separate page for Fixed Fees, Job Prices, Flat Rates, etc., defining how your company charges for service.

For example:

Smog Check (include different vehicle types)	\$ X.XX
Lube, Oil and Filter	\$ X.XX
Front End Alignment	\$ X.XX

LEON'S TRANSMISSION SERVICE, INC.

Please Note: Your pricing shall also be reflected on your invoice.

3.0 The hourly labor rates for this contract shall be:

Regular service rate	\$ 85.00	Body Labor	\$ n/a
Overtime hourly rate	\$ n/a	Paint Labor	\$ n/a
Doubletime hourly rate	\$ n/a	Frame Labor	\$ n/a
Travel time rate	\$ n/a		
Other (specify)			\$ n/a

Are rates portal-to-portal? Yes
 No

Materials/parts markup percentage (maximum allowed 15%)	15	%
Subcontracted work markup percentage (maximum allowed 15%)	10	%

*The Maximum allowed percentage markup is 15%. When putting in your markup percentage, **DO NOT** use a multiplier. Any bids received that have a percentage markup above 15% and/or use a multiplier, are subject to disqualification, at the discretion of the District

Attach separate page for Fixed Fees, Job Prices, Flat Rates, etc., defining how your company charges for service.

For example:

Smog Check (include different vehicle types)	\$ X.XX
Lube, Oil and Filter	\$ X.XX
Front End Alignment	\$ X.XX

Fire Fleet Maintenance & Repair Services
 Consolidated Fire Protection District of Los Angeles County
 Vehicle Towing Service – Light Vehicles
 (Vehicles up to 10,000 pounds GVWR)

Name of Business Leon's Transmission Service, Inc.

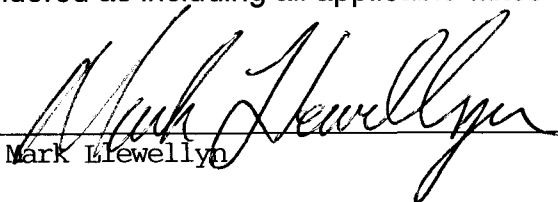
The undersigned certifies that the rates quoted below include all tools and equipment required to perform the vehicle towing services for the District at any and various locations, as-needed.

The rates shall be as follows:

Base charge including hook-up	\$ -0-	
Number of miles included in base charge	15	miles
Charge after base miles (per mile one way)	7.00	per mile
Winching charge	\$	
Dolly charge	\$	
Dry run charge	\$	
Restoring vehicle's own power	\$	
Hourly labor rate (if applicable)	\$	
Other fees (state below)	\$	

\$7.00 Per mile after 15 miles

All rates and fees must include all overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes unless stated separately.

By  Date 02/23/2009

Title GeneralManager

∞
OC FLEET, INC.

Please Note: Your pricing shall also be reflected on your invoice.

3.0 The hourly labor rates for this contract shall be:

Regular service rate	\$ 74.00 / hr.	Body Labor	\$ _____
Overtime hourly rate	\$ 111.00 / hr.	Paint Labor	\$ _____
Doubletime hourly rate	\$ 148.00 / hr.	Frame Labor	\$ _____
Travel time rate	\$ 84.00 / hr.		
Other (specify)			\$ _____

Are rates portal-to-portal? Yes
 No

Materials/parts markup percentage (maximum allowed 15%) _____ 15 %

Subcontracted work markup percentage (maximum allowed 15%) _____ 15 %

*The Maximum allowed percentage markup is 15%. When putting in your markup percentage, **DO NOT** use a multiplier. Any bids received that have a percentage markup above 15% and/or use a multiplier, are subject to disqualification, at the discretion of the District

Attach separate page for Fixed Fees, Job Prices, Flat Rates, etc., defining how your company charges for service.

For example:

Smog Check (include different vehicle types)	\$ X.XX
Lube, Oil and Filter	\$ X.XX
Front End Alignment	\$ X.XX

PACIFIC FORD

Please Note: Your pricing shall also be reflected on your invoice.

3.0 The hourly labor rates for this contract shall be:

Regular service rate	\$ 95 ⁰⁰	Body Labor	\$ 42.00
Overtime hourly rate	\$ 95 ⁰⁰	Paint Labor	\$ 42.00
Doubletime hourly rate	\$ 95 ⁰⁰	Frame Labor	\$ 65.00
Travel time rate	\$ 0		
Other (specify)			\$

Are rates portal-to-portal? Yes No

Materials/parts markup percentage (maximum allowed 15%) 15 %

Subcontracted work markup percentage (maximum allowed 15%) 15 %

*The Maximum allowed percentage markup is 15%. When putting in your markup percentage, DO NOT use a multiplier. Any bids received that have a percentage markup above 15% and/or use a multiplier, are subject to disqualification, at the discretion of the District

Attach separate page for Fixed Fees, Job Prices, Flat Rates, etc., defining how your company charges for service.

For example:

Smog Check (include different vehicle types)	\$ X.XX
Lube, Oil and Filter	\$ X.XX
Front End Alignment	\$ X.XX

Fire Fleet Maintenance & Repair Services
Consolidated Fire Protection District of Los Angeles County
Vehicle Towing Service – Light Vehicles
(Vehicles up to 10,000 pounds GVWR)

Name of Business Pacific Ford

The undersigned certifies that the rates quoted below include all tools and equipment required to perform the vehicle towing services for the District at any and various locations, as-needed.

The rates shall be as follows:

Base charge including hook-up	\$ <u>85⁰⁰</u>
Number of miles included in base charge	<u>0</u> miles
	\$
Charge after base miles (per mile one way)	<u>7⁰⁰</u> per mile
Winching charge	\$ <u>0</u>
Dolly charge	\$ <u>0</u>
Dry run charge	\$ <u>0</u>
Restoring vehicle's own power	\$ <u>0</u>
Hourly labor rate (if applicable)	\$ <u>125⁰⁰ per Hour</u>
Other fees (state below)	\$ <u>0</u>

All rates and fees must include all overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes unless stated separately.

By B HOFFMANN Date 2/25/09

Title OPER. MGR.

Fire Fleet Maintenance & Repair Services
 Consolidated Fire Protection District of Los Angeles County
 Vehicle Towing Service – Medium/Heavy Vehicles
 (Vehicles over 10,000 pounds GVWR)

Name of Business PACIFIC FORD

The undersigned certifies that the rates quoted below include all tools and equipment required to perform the vehicle towing services for the District at any and various locations, as-needed.

The rates shall be as follows:

Base charge including hook-up	\$ <u>125⁰⁰</u>
Number of miles included in base charge	<u>0</u> miles
Charge after base miles (per mile one way)	\$ <u>7⁰⁰</u> per mile
Winching charge	\$ <u>0</u>
Dolly charge	\$ <u>0</u>
Dry run charge	\$ <u>0</u>
Restoring vehicle's own power	\$ <u>0</u>
Hourly labor rate (if applicable)	\$ <u>125⁰⁰ per hour</u>
Other fees (state below)	\$ <u>0</u>

All rates and fees must include all overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes unless stated separately.

By BOB HOFFMANN Date 2/25/09

Title OPER. MGR

Please Note: Your pricing shall also be reflected on your invoice.

3.0 The hourly labor rates for this contract shall be:

Regular service rate	\$ 95 ⁻	Body Labor	\$ 95 ⁻
Overtime hourly rate	\$ 140 ⁵⁰	Paint Labor	\$ 95 ⁻
Doubletime hourly rate	\$ 190 ⁻	Frame Labor	\$
Travel time rate	\$ N/A		
Other (specify)			\$

Are rates portal-to-portal? Yes No

Materials/parts markup percentage (maximum allowed 15%) 15 %

Subcontracted work markup percentage (maximum allowed 15%) 15 %

*The Maximum allowed percentage markup is 15%. When putting in your markup percentage, **DO NOT** use a multiplier. Any bids received that have a percentage markup above 15% and/or use a multiplier, are subject to disqualification, at the discretion of the District

Attach separate page for Fixed Fees, Job Prices, Flat Rates, etc., defining how your company charges for service.

For example:

Smog Check (include different vehicle types)	\$ X.XX
Lube, Oil and Filter	\$ X.XX
Front End Alignment	\$ X.XX

POMONA COLLISION CENTER

Please Note: Your pricing shall also be reflected on your invoice.

3.0 The hourly labor rates for this contract shall be:

Regular service rate	\$ 48 -	Body Labor	\$ 48 -
Overtime hourly rate	\$ 48 -	Paint Labor	\$ 48 -
Doubletime hourly rate	\$ 48 -	Frame Labor	\$ 65 -
Travel time rate	\$ 48 -		
Other (specify) PAINT & MATERIALS PER REFINISH HOUR		\$	40 -

Are rates portal-to-portal? Yes No

Materials/parts markup percentage (maximum allowed 15%) 15 %

Subcontracted work markup percentage (maximum allowed 15%) 15 %

*The Maximum allowed percentage markup is 15%. When putting in your markup percentage, **DO NOT** use a multiplier. Any bids received that have a percentage markup above 15% and/or use a multiplier, are subject to disqualification, at the discretion of the District

Attach separate page for Fixed Fees, Job Prices, Flat Rates, etc., defining how your company charges for service.

For example:

Smog Check (include different vehicle types)	\$ X.XX
Lube, Oil and Filter	\$ X.XX
Front End Alignment	\$ X.XX

Fire Fleet Maintenance & Repair Services
 Consolidated Fire Protection District of Los Angeles County
 Vehicle Towing Service – Light Vehicles
 (Vehicles up to 10,000 pounds GVWR)

Name of Business

Pomona Collision Center Inc.

The undersigned certifies that the rates quoted below include all tools and equipment required to perform the vehicle towing services for the District at any and various locations, as-needed.

The rates shall be as follows:

Base charge including hook-up	\$ <u>85 -</u>
Number of miles included in base charge	<u>5</u> miles
	\$
Charge after base miles (per mile one way)	<u>5</u> per mile
Winching charge	\$ <u>65 / Hour</u>
Dolly charge	\$ <u>30 -</u>
Dry run charge	\$ <u>50 -</u>
Restoring vehicle's own power	\$ <u>40 -</u>
Hourly labor rate (if applicable)	\$ <u>65</u>
Other fees (state below)	\$ <u>N/A</u>

All rates and fees must include all overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes unless stated separately.

By Henry French Date 2/23/9

Title President

PUENTE HILLS FORD

29

Please Note: Your pricing shall also be reflected on your invoice.

3.0 The hourly labor rates for this contract shall be:

Regular service rate	\$ 70	Body Labor	\$
<i>no extra</i> / Overtime hourly rate	\$ 70 (NA)	Paint Labor	\$
Doubletime hourly rate	\$ 70 (NA)	Frame Labor	\$
Travel time rate	\$ NA		
Other (specify)	Hybrid		\$ 80 ⁰⁰

Are rates portal-to-portal? Yes
 No

Materials/parts markup percentage (maximum allowed 15%) 15 %

Subcontracted work markup percentage (maximum allowed 15%) 15 %

*The Maximum allowed percentage markup is 15%. When putting in your markup percentage, **DO NOT** use a multiplier. Any bids received that have a percentage markup above 15% and/or use a multiplier, are subject to disqualification, at the discretion of the District

Attach separate page for Fixed Fees, Job Prices, Flat Rates, etc., defining how your company charges for service.

For example:

Smog Check (include different vehicle types)	\$ X.XX
Lube, Oil and Filter	\$ X.XX
Front End Alignment	\$ X.XX

PUENTE HILLS FORD

(30)

**County of Los Angeles Fire Department
Vendor bid
Fixed Pricing**

Smog check	\$50.00 plus \$8.25 for smog cert
Lube oil and filter change up to 6 quarts oil	\$24.95
Front end alignment	\$55.00

QUALITY FLEET & TRUCK CENTER

Please Note: Your pricing shall also be reflected on your invoice.

3.0 The hourly labor rates for this contract shall be:

Regular service rate	\$		Body Labor	\$	58 ⁰⁰
Overtime hourly rate	\$	87.00	Paint Labor	\$	58 ⁰⁰
Doubletime hourly rate	\$	116 ⁰⁰	Frame Labor	\$	85 ⁰⁰
Travel time rate	\$				
Other (specify)	\$				

Are rates portal-to-portal? Yes
 No

Materials/parts markup percentage (maximum allowed 15%) 15% %

Subcontracted work markup percentage (maximum allowed 15%) 15% %

*The Maximum allowed percentage markup is 15%. When putting in your markup percentage, **DO NOT** use a multiplier. Any bids received that have a percentage markup above 15% and/or use a multiplier, are subject to disqualification, at the discretion of the District

Attach separate page for Fixed Fees, Job Prices, Flat Rates, etc., defining how your company charges for service.

For example:

Smog Check (include different vehicle types)	\$ X.XX
Lube, Oil and Filter	\$ X.XX
Front End Alignment	\$ X.XX



ALLISON TRANSMISSION DEPARTMENT



S & J CHEVROLET

18605 Studebaker Road/P.O. Box 186/Phone (562) 924-1676/(714) 523-2991
Fax (562) 402-8659
CERRITOS, CA. 90703

Allison Transmission Price by Transmission Model

AT545	\$1395.95
MT643	\$1595.00
MT653	\$2095.00
MT644	\$2295.00
MT654	\$2295.00
MD3060P	\$4095.00
B300, R	\$4095.00
B400, R	\$4095.00
HT740	\$3295.00
HT741,748	\$5295.00
HT755	\$4595.00
HD4060PR	\$7995.00
HD4560PR	\$7995.00
HD4560	\$7495.00
HD4060	\$7495.00

Please Note: Your pricing shall also be reflected on your invoice.
S&J Chevrolet- Allison Transmission Dept.

3.0 The hourly labor rates for this contract shall be:

Regular service rate	\$ 80.00	Body Labor	\$
Overtime hourly rate	\$ 80.00	Paint Labor	\$
Doubletime hourly rate	\$	Frame Labor	\$
Travel time rate	\$		
Other (specify)			\$

Are rates portal-to-portal? Yes
 No

Materials/parts markup percentage (maximum allowed 15%)	10	%
Subcontracted work markup percentage (maximum allowed 15%)	10	%

*The Maximum allowed percentage markup is 15%. When putting in your markup percentage, **DO NOT** use a multiplier. Any bids received that have a percentage markup above 15% and/or use a multiplier, are subject to disqualification, at the discretion of the District

Each separate page for Fixed Fees, Job Prices, Flat Rates, etc., defining how your company charges for service.

For example:

Smog Check (include different vehicle types)	\$ X.XX
Lube, Oil and Filter	\$ X.XX
Front End Alignment	\$ X.XX

Please Note: Your pricing shall also be reflected on your invoice.

S&J Chevrolet- Service Dept

3.0 The hourly labor rates for this contract shall be:

Regular service rate	\$ 89.75	Body Labor	\$ NA
Overtime hourly rate	\$ 89.75	Paint Labor	\$ NA
Doubletime hourly rate	\$	Frame Labor	\$ NA
Travel time rate	\$		
Other (specify)			\$

Are rates portal-to-portal? Yes
 No

Materials/parts markup percentage (maximum allowed 15%)	15	%
Subcontracted work markup percentage (maximum allowed 15%)	15	%

*The Maximum allowed percentage markup is 15%. When putting in your markup percentage, **DO NOT** use a multiplier. Any bids received that have a percentage markup above 15% and/or use a multiplier, are subject to disqualification, at the discretion of the District

Attach separate page for Fixed Fees, Job Prices, Flat Rates, etc., defining how your company charges for service.

For example:

Smog Check (include different vehicle types)	\$ X.XX
Lube, Oil and Filter	\$ X.XX
Front End Alignment	\$ X.XX

SOUTHSIDE TOW SERVICE, INC.

Please Note: *Your pricing shall also be reflected on your invoice.*

3.0 The hourly labor rates for this contract shall be:

Regular service rate	\$	M/H	L	Body Labor	\$	N/A
		100.00/	70.00			
Overtime hourly rate	\$	SAME	SAME	Paint Labor	\$	N/A
Doubletime hourly rate	\$	SAME	SAME	Frame Labor	\$	N/A
Travel time rate	\$	SAME	SAME			
Other (specify)	\$				\$	

Are rates portal-to-portal? Yes
 No

Materials/parts markup percentage (maximum allowed 15%) _____ 0 %

Subcontracted work markup percentage (maximum allowed 15%) _____ 0 %

*The Maximum allowed percentage markup is 15%. When putting in your markup percentage, **DO NOT** use a multiplier. Any bids received that have a percentage markup above 15% and/or use a multiplier, are subject to disqualification, at the discretion of the District

Attach separate page for Fixed Fees, Job Prices, Flat Rates, etc., defining how your company charges for service.

For example:

Smog Check (include different vehicle types)	\$ X.XX
Lube, Oil and Filter	\$ X.XX
Front End Alignment	\$ X.XX

Fire Fleet Maintenance & Repair Services
 Consolidated Fire Protection District of Los Angeles County
 Vehicle Towing Service – Light Vehicles
 (Vehicles up to 10,000 pounds GVWR)

Name of Business SOUTHSIDE TOW SERVICE, INC.

The undersigned certifies that the rates quoted below include all tools and equipment required to perform the vehicle towing services for the District at any and various locations, as-needed.

The rates shall be as follows:

Base charge including hook-up	\$	70.00	HOURLY CHARGE	PORTAL TO
Number of miles included in base charge		ALL	miles	PORTAL
Charge after base miles (per mile one way)	\$	0		per mile
Winching charge	\$	0		
Dolly charge	\$	0		
Dry run charge	\$	60.00	HOURLY	
Restoring vehicle's own power	\$	60.00	HOURLY	
Hourly labor rate (if applicable)	\$	N/A		
Other fees (state below)	\$	N7A		

All rates and fees must include all overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes unless stated separately.

By  Date 2/23/09

Title BRIAN GOVERNO CHIEF EXECUTIVE OFFICER

STAR FORD

Please Note: Your pricing shall also be reflected on your invoice.

3.0 The hourly labor rates for this contract shall be:

Regular service rate	\$ <u>80⁰⁰</u>	Body Labor	\$ <u>38⁰⁰</u>
Overtime hourly rate	\$ <u>0</u>	Paint Labor	\$ <u>38⁰⁰</u>
Doubletime hourly rate	\$ <u>0</u>	Frame Labor	\$ <u>50⁰⁰</u>
Travel time rate	\$ <u>0</u>		
Other (specify)			\$ _____

Are rates portal-to-portal? Yes
 No

Materials/parts markup percentage (maximum allowed 15%) 15 %

Subcontracted work markup percentage (maximum allowed 15%) 15 %

*The Maximum allowed percentage markup is 15%. When putting in your markup percentage, **DO NOT** use a multiplier. Any bids received that have a percentage markup above 15% and/or use a multiplier, are subject to disqualification, at the discretion of the District

Attach separate page for Fixed Fees, Job Prices, Flat Rates, etc., defining how your company charges for service.

For example:

Smog Check (include different vehicle types)	\$ X.XX
Lube, Oil and Filter	\$ X.XX
Front End Alignment	\$ X.XX

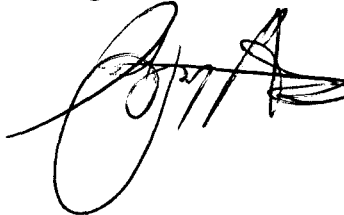
STAR FORD

SERVICE PROPOSAL LOS ANGELES CO. FIRE

- 1) Labor rate to be as follows, \$ 80.00 per flat rate hour.
- 2) Parts rate to be as follows, 15% above cost on all repairs, and including parts purchased for over the front counter sales
- 3) Lube oil and filter with tire rotation and brake inspection with Motorcraft oil approx \$38.95
most vehicles up to single wheel 250 series, with 5qts oil
- 4) Front end alignment, \$59.95. setting toe adjustment only. Caster camber adjustment additional at prevailing labor rate plus parts at prevailing rate.
- 5) Tires, Uniroyal LT245/75R16 load rating E,BSW at \$10.00 over our cost.
- 6) Mounting and balancing \$16.00 per tire which includes stems and weights.
- 7) Free pickup and delivery from most county facilities
- 8) Multipoint Inspections on all vehicles at no charge.
- 9) Personal service from Fleet Service Manager
- 10) Preferential fleet priority for service.
- 11) Benefit of using Master Certified Manager and Senior Master Certified Tech's
- 12) All the above listed benefits apply only to business done through Star Auto Group Fleet Department.

Frank Wilson, Service Director

Greg Wadsworth Fleet Manager



THROGMORTON'S FRAME CLINIC INC.

Please Note: Your pricing shall also be reflected on your invoice.

Small Cars

3.0 The hourly labor rates for this contract shall be:

Regular service rate	\$ NA	Body Labor	\$ 40.00
Overtime hourly rate	\$ NA	Paint Labor	\$ 40.00
Doubletime hourly rate	\$ NA	Frame Labor	\$ 55.00
Travel time rate	\$ NA	MECHANICAL	\$ 75.00
Other (specify) PAINT MATERIALS PER HOUR			\$ 34.00

Are rates portal-to-portal? N/A Yes
 No

Materials/parts markup percentage (maximum allowed 15%) 15 %

Subcontracted work markup percentage (maximum allowed 15%) 15 %

*The Maximum allowed percentage markup is 15%. When putting in your markup percentage, **DO NOT** use a multiplier. Any bids received that have a percentage markup above 15% and/or use a multiplier, are subject to disqualification, at the discretion of the District

Attach separate page for Fixed Fees, Job Prices, Flat Rates, etc., defining how your company charges for service.

For example:

Smog Check (include different vehicle types)	\$ X.XX
Lube, Oil and Filter	\$ X.XX
Front End Alignment	\$ X.XX

THROBORTON'S FRAME CLINIC INC.

Please Note: Your pricing shall also be reflected on your invoice.

Medium And HEAVY

3.0 The hourly labor rates for this contract shall be:

Regular service rate	\$ NA	Body Labor	\$ 50. ⁰⁰
Overtime hourly rate	\$ NA	Paint Labor	\$ 50. ⁰⁰
Doubletime hourly rate	\$ NA	Frame Labor	\$ 75. ⁰⁰
Travel time rate	\$ NA	MECHANICAL	\$ 75. ⁰⁰
Other (specify) PAINT MATERIALS PER HOUR			\$ 34. ⁰⁰

Are rates portal-to-portal? N/A Yes
 No

Materials/parts markup percentage (maximum allowed 15%) 15 %

Subcontracted work markup percentage (maximum allowed 15%) 15 %

*The Maximum allowed percentage markup is 15%. When putting in your markup percentage, **DO NOT** use a multiplier. Any bids received that have a percentage markup above 15% and/or use a multiplier, are subject to disqualification, at the discretion of the District

Attach separate page for Fixed Fees, Job Prices, Flat Rates, etc., defining how your company charges for service.

For example:

Smog Check (include different vehicle types)	\$ X.XX
Lube, Oil and Filter	\$ X.XX
Front End Alignment	\$ X.XX

Fire Fleet Maintenance & Repair Services
 Consolidated Fire Protection District of Los Angeles County
 Vehicle Towing Service – Light Vehicles
 (Vehicles up to 10,000 pounds GVWR)

Name of
 Business

THROGMORTON'S FRAME CLINIC INC.

The undersigned certifies that the rates quoted below include all tools and equipment required to perform the vehicle towing services for the District at any and various locations, as-needed.

The rates shall be as follows:

Base charge including hook-up	\$	_____
Number of miles included in base charge		_____ miles
Charge after base miles (per mile one way)	\$	_____ per mile
Winching charge	\$	_____
Dolly charge	\$	_____
Dry run charge	\$	_____
Restoring vehicle's own power	\$	_____
Hourly labor rate (if applicable)	\$	_____ <u>75.00</u>
Other fees (state below)	\$	_____

All rates and fees must include all overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes unless stated separately.

By DAVID THROGMORTON

Date 2/24/2009

Title Owner

Fire Fleet Maintenance & Repair Services
 Consolidated Fire Protection District of Los Angeles County
 Vehicle Towing Service – Medium/Heavy Vehicles
 (Vehicles over 10,000 pounds GVWR)

Name of Business

THROGMORTON'S FRAME CLINIC INC.

The undersigned certifies that the rates quoted below include all tools and equipment required to perform the vehicle towing services for the District at any and various locations, as-needed.

The rates shall be as follows:

Base charge including hook-up	\$	_____
Number of miles included in base charge		_____ miles
Charge after base miles (per mile one way)	\$	_____ per mile
Winching charge	\$	_____
Dolly charge	\$	_____
Dry run charge	\$	_____
Restoring vehicle's own power	\$	_____
Hourly labor rate (if applicable)	\$	<u>75.00</u>
Other fees (state below)	\$	_____
_____		_____
_____		_____
_____		_____

All rates and fees must include all overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes unless stated separately.

By DAVID THROGMORTON Date 2/24/2009

Title Owner

TIME CENTERS, LLC

Please Note: Your pricing shall also be reflected on your invoice.

3.0 The hourly labor rates for this contract shall be:

Regular service rate	\$ 70.00	Body Labor	\$ N/A
Overtime hourly rate	\$ 105.00	Paint Labor	\$ N/A
Doubletime hourly rate	\$ 140.00	Frame Labor	\$ N/A
Travel time rate	\$ 70.00		
Other (specify)			\$

Are rates portal-to-portal? Yes
 No

Materials/parts markup percentage (maximum allowed 15%) 15 %

Subcontracted work markup percentage (maximum allowed 15%) 15 %

*The Maximum allowed percentage markup is 15%. When putting in your markup percentage, **DO NOT** use a multiplier. Any bids received that have a percentage markup above 15% and/or use a multiplier, are subject to disqualification, at the discretion of the District

Attach separate page for Fixed Fees, Job Prices, Flat Rates, etc., defining how your company charges for service.

For example:

Smog Check (include different vehicle types)	\$ X.XX
Lube, Oil and Filter	\$ X.XX
Front End Alignment	\$ X.XX

TCI TIRE CENTERS, LLC

BASE LABOR RATES

REGULAR BUSINESS HOURS Monday-Friday 7:00AM-5:00PM

ROAD SERVICE

EMERGENCY ROAD SERVICE: _____ \$65.00
(PLUS PIECE WORK)
OVER 50 MILES ROUND TRIP: _____ \$.85 PER MILE

SCHEDULED FLEET SERVICE: _____ \$60.00 HR
(CUSTOMER YARD)

AFTER HOUR EMERGENCY ROAD SERVICE: _____ \$85.00
(PLUS PIECE WORK)
OVER 50 MILES ROUND TRIP: _____ \$.85 PER MILE
SUNDAYS & HOLIDAYS: _____ \$100.00

PIECE WORK

PASSENGER AND LIGHT TRUCK

TIRE DISMOUNT AND MOUNT: _____ \$ 10.00 EA
FLAT REPAIR PASS _____ \$ 12.50 EA
LT TRUCK _____ \$ 16.50 EA
WHEEL BALANCE (INCLUDES WEIGHTS) PASS _____ \$ 8.50 EA
LT TRUCK _____ \$ 10.00 EA

TRUCK

TRUCK TIRE DISMOUNT AND MOUNT: _____ INSTALLED: _____ \$ 25.00 EA
LOOSE: _____ \$ 20.00 EA
TRUCK FLAT REPAIR: _____ INSTALLED: _____ \$ 30.00 EA
LOOSE: _____ \$ 25.00 EA
TRUCK BALANCE: _____ INSTALLED: _____ \$ 25.00 EA
LOOSE: _____ \$ 20.00 EA
TRUCK WHEEL SWITCH: _____ \$ 10.00 EA
DUPLEX, CRANE, GRADER, DSMT. & MT.: _____ INSTALLED: _____ \$ 25.00 EA
LOOSE: _____ \$ 15.00 EA
DUPLEX, CRANE, GRADER, FLAT REPAIR: _____ INSTALLED: _____ \$ 35.00 EA
LOOSE: _____ \$ 30.00 EA
WATER FILL: _____ \$ 40.00 EA
TIRE DISPOSAL FEE: _____ PASS & LT: _____ \$ 4.00 EA
TRUCK: _____ \$ 6.00 EA
DUPLEX: _____ \$ 10.00 EA

UNDERWRITERS LABORATORIES

Please Note: Your pricing shall also be reflected on your invoice.

3.0 The hourly labor rates for this contract shall be:

Regular service rate	\$ 975.00/Aerial	Body Labor	\$ N/A
Overtime hourly rate	\$ N/A	Paint Labor	\$ N/A
Doubletime hourly rate	\$ N/A	Frame Labor	\$ N/A
Travel time rate	\$ N/A		
Other (specify)			\$

Are rates portal-to-portal? Yes
 No

Materials/parts markup percentage (maximum allowed 15%) N/A %

Subcontracted work markup percentage (maximum allowed 15%) N/A %

*The Maximum allowed percentage markup is 15%. When putting in your markup percentage, **DO NOT** use a multiplier. Any bids received that have a percentage markup above 15% and/or use a multiplier, are subject to disqualification, at the discretion of the District

Attach separate page for Fixed Fees, Job Prices, Flat Rates, etc., defining how your company charges for service.

For example:

Smog Check (include different vehicle types)	\$ X.XX
Lube, Oil and Filter	\$ X.XX
Front End Alignment	\$ X.XX

UNITED DIESEL SERVICE INC.

Please Note: Your pricing shall also be reflected on your invoice.

3.0 The hourly labor rates for this contract shall be:

Regular service rate	\$ 80. ⁰⁰	Body Labor	\$ -
Overtime hourly rate	\$ 120. ⁰⁰	Paint Labor	\$ -
Doubletime hourly rate	\$ 160. ⁰⁰	Frame Labor	\$ -
Travel time rate	\$ 80. ⁰⁰		
Other (specify)			\$

Are rates portal-to-portal? Yes
 No

Materials/parts markup percentage (maximum allowed 15%) 10 %

Subcontracted work markup percentage (maximum allowed 15%) 10 %

*The Maximum allowed percentage markup is 15%. When putting in your markup percentage, **DO NOT** use a multiplier. Any bids received that have a percentage markup above 15% and/or use a multiplier, are subject to disqualification, at the discretion of the District

Attach separate page for Fixed Fees, Job Prices, Flat Rates, etc., defining how your company charges for service.

For example:

Smog Check (include different vehicle types)	\$ X.XX
Lube, Oil and Filter	\$ X.XX
Front End Alignment	\$ X.XX

UNITED DIESEL SERVICE INC.

STATEMENT OF HOURLY RATES, COSTS AND FIXED FEES Fire Fleet Maintenance and Repair Services

All rates and fees must include all overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes, hazardous waste disposal, cleanup costs, unless stated separately above. Hourly rates quoted above shall remain valid for the duration of the contract. (Fee increases governed by corporate headquarters or government agencies, e.g., AQMD, Public Works, and toxic Substances control will be accepted in the form of a letter from contract vendor.)

By Janece Grossman Date 2/6/09
Title CFO Telephone 626 579-4832

Parts are ~~tax~~ taxable and the tax is not included in the rate pricing listed

Hazardous waste charge (maximum) \$15⁷⁵ will be added to vehicle repair.

United Diesel Service, Inc.

1903 Penn Mar Avenue South El Monte, Ca 91733

(626) 579-4832 Fax (626) 579-2348

PUMPS

Dealers

BOSCH	VP44 - IVPR	\$1,195.00
	TRANSFER PUMP - FP923	\$150.00
CATERPILLAR	CAT/3208	\$795.00
CUMMINS	AFC OR PTG	\$375.00
	- WITH MVS GOVERNOR +	\$415.00
	STC VALVE	\$175.00
	CELECT F/P	\$295.00
	M-11 F/P	\$285.00
STANADYNE	6.2L -6.5L 6.9L - 7.3L MECHANICAL	\$385.00
	6.5L - ELECTRONIC (1994+1/2 & ON)	\$1,100.00

INJECTORS

CATERPILLAR	1100 - 3208 PENCIL TYPE	\$32.50
	7000 TURBO INJECTOR	\$39.50
	3406E ELECTRONIC INJ	\$350.00
	3126 ELECTRONIC HEUI	\$195.00
CUMMINS	TOP STOP - L-10 - PTD	\$32.50
	PTB - K - PTC - PT - FLANGE TYPE	\$49.50
	STC + BROKEN PARTS (L10-N14)	\$99.50
	CELECT INJECTORS (M-11 & N-14)	\$295.00
DETROIT	SERIES 50 / SERIES 60	\$210.00
DODGE	BOSCH 5.9 COMMON RAIL 03-07	\$310.00
INTERNATION/ NAVISTAR	DT466 ELECTRICAL - NEW	\$265.00
	DT466 ELECTRICAL - REMAN (BA-BB-BC-BD-BE-BF-BI-BJ-BN-BT)	\$190.00
GM	BOSCH 6.6L DURAMAX LB7	\$265.00
	BOSCH 6.2L TRUCK & VAN	\$38.00
VAN/GM	BOSCH 6.5L	\$48.00
FORD	STANADYNE / CAV / UT/6.9L & 7.3L	\$32.50
	7.3L POWER STROKE - NEW	\$225.00
	7.3L POWER STROKE - REMAN (AA-AB-AC-AD-AE)	\$190.00
	6.0L POWER STROKE	\$205.00

CLEAN, CHECK & TEST

FORD	7.3L POWER STROKE INJECTORS	\$35.00
------	-----------------------------	---------

prices subject to change without notice 10/8/08

Please Note: Your pricing shall also be reflected on your invoice.

3.0 The hourly labor rates for this contract shall be:

Regular service rate	\$ 95.00	Body Labor	\$ N/A
Overtime hourly rate	\$ 142.50	Paint Labor	\$ N/A
Doubletime hourly rate	\$ 190.00	Frame Labor	\$ N/A
Travel time rate	\$ 95.00		
Other (specify)	OEM ELECTRICAL WIRING PROBLEMS		\$ 95.00 HR

Are rates portal-to-portal? Yes
 No

Materials/parts markup percentage (maximum allowed 15%) 15 %

Subcontracted work markup percentage (maximum allowed 15%) _____ %

*The Maximum allowed percentage markup is 15%. When putting in your markup percentage, **DO NOT** use a multiplier. Any bids received that have a percentage markup above 15% and/or use a multiplier, are subject to disqualification, at the discretion of the District

Attach separate page for Fixed Fees, Job Prices, Flat Rates, etc., defining how your company charges for service.

For example:

Smog Check (include different vehicle types)	\$ X.XX
Lube, Oil and Filter	\$ X.XX
Front End Alignment	\$ X.XX

WEBB'S AUTO & TRUCK SERVICE

Please Note: Your pricing shall also be reflected on your invoice.

3.0 The hourly labor rates for this contract shall be:

Regular service rate	\$ <u>81.90</u>	Body Labor	\$ _____
Overtime hourly rate	\$ _____	Paint Labor	\$ _____
Doubletime hourly rate	\$ _____	Frame Labor	\$ _____
Travel time rate	\$ _____		
Other (specify)	<u>Diagnosis # 98.29</u>		\$ _____

Are rates portal-to-portal? Yes
 No

Materials/parts markup percentage (maximum allowed 15%) 15 %

Subcontracted work markup percentage (maximum allowed 15%) 15 %

*The Maximum allowed percentage markup is 15%. When putting in your markup percentage, **DO NOT** use a multiplier. Any bids received that have a percentage markup above 15% and/or use a multiplier, are subject to disqualification, at the discretion of the District

Attach separate page for Fixed Fees, Job Prices, Flat Rates, etc., defining how your company charges for service.

For example:

Smog Check (include different vehicle types)	\$ X.XX
Lube, Oil and Filter	\$ X.XX
Front End Alignment	\$ X.XX

WEBB'S AUTO & TRUCK SERVICE

FIXED FEES, JOB PRICES AND FLAT RATES

SMOG INSPECTION

BASIC

- INSPECTION FEE \$49.95
- ELECTRONIC TRANSMISSION FEE \$1.80

TWO SPEED

- INSPECTION FEE \$69.95
- ELECTRONIC TRANSMISSION FEE \$1.80

ADDITIONAL FEE FOR VANS \$15.00

AIR CONDITIONING SERVICE

SERVICE INCLUDES:

EVACUATE SYSTEM, RECHARGE AND LEAK TEST.

CARS

\$59.95 + REFRIGERANT

TRUCKS

\$69.95 + REFRIGERANT

TRANSMISSION SERVICE

BASIC

\$45.00 + OIL PAN GASKET AND FILTER

- SERVICE INCLUDES:

DRAIN OIL PAN, REPLACE OIL PAN GASKET AND FILTER, AND REFILL WITH NEW FLUID UP TO 4QTS.

* ADDITIONAL FEE FOR FLUID REQUIRED OVER 4QTS.

* ADDITIONAL FEE FOR SPECIAL FLUIDS

FLUID EXCHANGE

\$109.95 + OIL PAN GASKET AND FILTER

- SERVICE INCLUDES:

DRAIN OIL PAN, REPLACE OIL PAN GASKET AND FILTER, INSTALL FLUID EXCHANGE MACHINE, FLUSH COMPLETE SYSTEM WITH DEXTRON TYPE III FLUID UP TO 12QTS.

* ADDITIONAL FEE FOR FLUID REQUIRED OVER 12QTS.

* ADDITIONAL FEE FOR SPECIAL FLUIDS

ALIGNMENT

FRONT END

\$69.95 (MOST CARS)

WESTERN TRUCK EXCHANGE

Please Note: Your pricing shall also be reflected on your invoice.

3.0 The hourly labor rates for this contract shall be:

Regular service rate	\$ 89.00	Body Labor	\$ 89.00
Overtime hourly rate	\$ 135.00	Paint Labor	\$ 89.00
Doubletime hourly rate	\$ —	Frame Labor	\$ 89.00
Travel time rate	\$ 89.00		
Other (specify)			\$

Are rates portal-to-portal? Yes
 No

Materials/parts markup percentage (maximum allowed 15%) 15.0 %

Subcontracted work markup percentage (maximum allowed 15%) 15.0 %

*The Maximum allowed percentage markup is 15%. When putting in your markup percentage, **DO NOT** use a multiplier. Any bids received that have a percentage markup above 15% and/or use a multiplier, are subject to disqualification, at the discretion of the District

Attach separate page for Fixed Fees, Job Prices, Flat Rates, etc., defining how your company charges for service.

For example:

Smog Check (include different vehicle types)	\$ X.XX
Lube, Oil and Filter	\$ X.XX
Front End Alignment	\$ X.XX

Fire Fleet Maintenance & Repair Services
Consolidated Fire Protection District of Los Angeles County
Vehicle Towing Service – Light Vehicles
(Vehicles up to 10,000 pounds GVWR)

Name of
Business

Western Truck Exchange

The undersigned certifies that the rates quoted below include all tools and equipment required to perform the vehicle towing services for the District at any and various locations, as-needed.

The rates shall be as follows:

Base charge including hook-up	\$ <u>150⁰⁰</u>
Number of miles included in base charge	<u>10</u> miles
Charge after base miles (per mile one way)	\$ <u>20⁰⁰</u> per mile
Winching charge	\$ <u>—</u>
Dolly charge	\$ <u>—</u>
Dry run charge	\$ <u>150⁰⁰</u>
Restoring vehicle's own power	\$ <u>—</u>
Hourly labor rate (if applicable)	\$ <u>89.00</u>
Other fees (state below)	\$ <u>—</u>

All rates and fees must include all overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes unless stated separately.

By Western Truck Exchange Date 4/09

Title pres

Fire Fleet Maintenance & Repair Services
 Consolidated Fire Protection District of Los Angeles County
 Vehicle Towing Service – Medium/Heavy Vehicles
 (Vehicles over 10,000 pounds GVWR)

Name of Business

Western Truck Exchange

The undersigned certifies that the rates quoted below include all tools and equipment required to perform the vehicle towing services for the District at any and various locations, as-needed.

The rates shall be as follows:

Base charge including hook-up	\$ 150 ⁰⁰
Number of miles included in base charge	10 miles
Charge after base miles (per mile one way)	\$ 20 ⁰⁰ per mile
Winching charge	\$ —
Dolly charge	\$ —
Dry run charge	\$ 150 ⁰⁰
Restoring vehicle's own power	\$ —
Hourly labor rate (if applicable)	\$ 89 ⁰⁰
Other fees (state below)	\$ —

All rates and fees must include all overhead, insurance, benefits, and profit. All prices submitted will be considered as including all applicable taxes unless stated separately.

By Western Truck Exchange Date 4/09

Title pres