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May 07, 2024

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

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

38 May 7, 2024

JEFF LEVINSON
INTERIM EXECUTIVE OFFICER

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

SUBJECT

The Internal Services Department (ISD) is requesting authority to award and execute one contract in order to provide vehicle fleet maintenance and repair services for various County departments.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair to sign the attached contract (Attachment I) with Centerra Integrated Fleet Services, LLC. (Centerra) for the purpose of providing vehicle fleet maintenance and repair services effective June 1, 2024, for a period of three years, with three two-year renewal options, and six month-to-month extensions, for a total aggregate cost of \$39,656,848 for the initial three-year term.
2. Authorize the Director of ISD, or their designee, to exercise the renewal options and month-to-month extensions in accordance with the attached contract; execute applicable contract amendments should the original contracting entity merge, be acquired, or otherwise have a change of entity; and, upon review by County Counsel, approve necessary changes to scope of services.
3. Authorize the Director of ISD or their designee to increase the maximum contract amount up to an additional 10% to allow for any possible Cost of Living Adjustments (COLA) in accordance with County policy and terms of the contract. .

4. Make a finding, as required by Los Angeles County Code section 2.121.420,1 that contracting for the provision of vehicle fleet maintenance and repair services, as described herein, can be performed more economically by an independent contractor.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

With the exception of the Sheriff and Department of Public Works, ISD currently provides vehicle fleet maintenance and repair services to all of the remaining County departments via contract. The ISD-administered contract services include: preventative maintenance, mechanical repairs, repairs for damage caused by accident, tire service, towing, vehicle preparation, vehicle inspections, and fleet maintenance support.

On November 27, 2018, the Board awarded ISD's current contract for vehicle fleet maintenance and repair services to Centerra. The effective date of the contract was December 1, 2018, and the current contract term will expire on May 31, 2024. Approval of the recommended actions will allow ISD to continue providing Vehicle Fleet Maintenance and Repair services, without interruption, at five different facilities throughout the County of Los Angeles. A complete listing of the County facilities is attached (Attachment II).

Approval of recommendation number one and four will allow ISD to award the Vehicle Fleet Maintenance and Repair services contract, meet the immediate and continued need for such services and reach a finding that contracting with a private entity for these services is more cost effective than for the County to provide these services.

Approval of recommendation number two will allow ISD to effectively manage the contract through its term.

Approval of recommendation number three will allow ISD to approve COLA in accordance with County policy and the terms of the contract, if requested by the Contractor.

Implementation of Strategic Plan Goals

The recommended contract supports the County's Strategic Plan, Goal North Star 3, G III.2 (Manage and Maximize County Assets) by maximizing the use of County vehicle assets, guiding strategic investments in vehicle replacements through preventative maintenance in ways that are fiscally responsible, aligning with the County's highest priority vehicle needs and continuing to provide responsive and efficient vehicle fleet maintenance and repair services countywide; and E, Data-Driven Decision Making, using equity and data as a tool to continually assess and strengthen our efficiency and effectiveness, maximize and leverage resources, and ensure fiscal responsibility, and accountability.

FISCAL IMPACT/FINANCING

The contractor is not guaranteed a fixed workload and will be paid on a fee-for-service basis. The pricing is fixed for the initial term of the contract. This approach is deemed to be in the County's best

interest as departments will only be charged for repair costs as they are incurred. Based on historical data, anticipated first year contract costs are approximately \$13.2 million; however, costs will fluctuate based on the actual use of the contracted services by County departments.

Pursuant to Board Policy 5.030 (Low-Cost Labor Resource Program), departments are required to consider low-cost County resource options in lieu of, or as supplements to any future contracts, which include outreach to various departments with low-cost labor programs that could potentially provide similar services. To this end, ISD took into consideration other low-cost resource options as required by the Policy and found that the low-cost labor resource providers/programs do not provide the required Fleet services. As such, it has been determined that services can be more economically performed by the recommended contractor.

ISD conducted a Prop A cost analysis to ensure the contract's cost effectiveness; summaries of which are attached (Attachment III). Based on the Prop A cost analysis, the proposed contract rates will provide cost savings of 58.5% or \$18.9 million to the County during the first year. ISD also took into consideration other low-cost resource options and found that the service can be more economically performed by an independent contractor. Pursuant to the Fiscal Manual, the Auditor-Controller has approved the cost analysis.

The anticipated funding level is included in the Department's Fiscal Year 2023-24 Adopted Budget while additional funding will be requested in future years to address the option periods and COLA increases. Expenditures will be offset through billings to County departments.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The terms and conditions of the recommended contract have been approved as to form by County Counsel. The contract contains the Board's required contract provisions, including those pertaining to consideration of qualified County employees targeted for layoff as well as qualified START/GROW participants for employment openings, compliance with the Jury Duty Ordinance, Safely Surrender Baby Law, Child Support Program, and Zero Tolerance Human Trafficking.

There is no impact to current County employees, as no County employees will be displaced as a result of the recommended contract. The proposed contract is subject to the Living Wage Program (County Code Chapter 2.201). The contractor will pay an hourly rate of no less than \$18.86 per hour from January 1, 2024, to December 31, 2024, and will pay the applicable Living Wage rate effective January 1, 2025, and thereafter.

The contract rates are fixed for the initial three-year term. The contract allows for a COLA increase during the option years, if requested and approved, and if the option years are exercised by the County. The COLA language in the contract complies with your Board's directive on COLA's for Living Wage contract.

CONTRACTING PROCESS

On June 22, 2023, ISD released an RFP for Vehicle Fleet Maintenance and Repair Services and posted the solicitation and contracting opportunity announcement on the County's "Doing Business with Us" web site and Los Angeles County's electronic Countywide Accounting and Purchasing System (eCAPS) (Attachment IV). In addition, the contracting opportunity was advertised in both ethnic and hyperlocal publications and in the geographical location where the services will be provided (City Newspaper, and the East Los Angeles Tribune).

To increase opportunities for County Preference Programs Local Small Business Enterprise, Disabled Veteran Business Enterprises or Social Enterprise and the Community Business Enterprise (CBE) programs, ISD regularly hosts outreach efforts such as vendor events with the Office of Small Business and other County departments to advertise contracting opportunities, during which this solicitation was advertised.

The mandatory virtual proposers' conference was held on July 10, 2023. On July 25, 2023, four proposals were received. Proposals were reviewed for responsiveness and for compliance with the minimum requirements stated in the RFP. One proposal did not meet the minimum requirements and was disqualified. Three proposals met the minimum requirements and were evaluated by an evaluation committee in accordance with the evaluation criteria identified in the RFP. There were no protests resulting from this solicitation.

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

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

CONCLUSION

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'M. OWH', with a stylized flourish at the end.

MICHAEL OWH

Director

MO:LG:CC:nv

Enclosures

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



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

CENTERRA INTEGRATED FLEET SERVICES, LLC.

FOR

VEHICLE FLEET MAINTENANCE AND REPAIR SERVICES

79537

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

This Contract ("Contract") made and entered into this 7th day of May, 2024 by and between the County of Los Angeles, hereinafter referred to as County and Centerra Integrated Fleet Services, LLC. (Centerra), hereinafter referred to as "Contractor". Centerra is located at 13530 Dulles Technology Drive, Herndon, VA 20171.

RECITALS

WHEREAS, the County may contract with private businesses for Vehicle Fleet Maintenance and Repair Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Vehicle Fleet Maintenance and Repair Services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract for Vehicle Fleet Maintenance and Repair Services; and

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

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

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1 APPLICABLE DOCUMENTS

Exhibits A through K 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 will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- Exhibit A Statement of Work and Attachments
- Exhibit B Pricing Schedule
- Exhibit C Contractor's Proposed Schedule
- Exhibit D County's Administration
- Exhibit E Contractor's Administration
- Exhibit F Form(s) Required at the Time of Contract Execution
- Exhibit G Safely Surrendered Baby Law

Unique Exhibits:

- Exhibit H Payroll Statement of Compliance
- Exhibit I Intentionally Omitted
- Exhibit J Intentionally Omitted
- Exhibit K Information Security and Privacy Requirements

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

2 DEFINITIONS

2.1 Standard 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 must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1.1 Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.

- 2.1.2 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.
- 2.1.3 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.4 **Subcontract:** An agreement by the contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.1.5 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to contractor in furtherance of contractor's performance of this contract, at any tier, under oral or written agreement.
- 2.1.6 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.7 **County Project Manager:** Person designated by County's Project Director to manage the operations under this contract.
- 2.1.8 **County Contract Project Monitor:** 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 the contractor.
- 2.1.9 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.
- 2.1.10 **Day(s):** Calendar Day(s) unless otherwise specified.
- 2.1.11 **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract
- 2.1.12 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same will be deemed to be a gratuitous effort on the part of the contractor, and the contractor must have no claim whatsoever against the County.

4 TERM OF CONTRACT

- 4.1** The term of this Contract will be three (3) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The County will have the sole option to extend this Contract term for up to three (3) additional two (2) year periods and six (6) month-to-month extensions, for a maximum total Contract term of nine (9) years and six (6) months. Each such extension option may be exercised at the sole discretion of the Department Head or designee as authorized by the Board of Supervisors.
- 4.3** The County maintains a database that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

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

5 CONTRACT SUM

5.1 Total Contract Sum

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

5.2 Written Approval for Reimbursement

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

5.3 Notification of 75% of Total Contract Sum

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

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

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

5.5 Invoices and Payments

5.5.1 The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments will be as provided in Exhibit B (Pricing Schedule) and the Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.

5.5.2 The Contractor's invoices must be priced in accordance with Exhibit B (Pricing Schedule).

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

5.5.4 The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service. No invoice will be approved for payment unless Exhibit H (Payroll Statement of Compliance) is included.

5.5.5 All invoices under this Contract must be submitted electronically to ISD Fleet Services (email will be provided upon award of this Contract).

5.5.6 County Approval of Invoices

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

5.5.7 Local Small Business Enterprises – Prompt Payment Program

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

5.6 Cost of Living Adjustments (COLA's)

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

5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.7.2 The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov/> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

5.7.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with

the contracting department(s), will decide whether to approve exemption requests.

5.8 Refunds and Other Payments

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

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

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

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

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

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

6.2 County's Project Director

The role of the County's Project Director may include:

6.2.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

6.2.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Project Manager and ISD Fleet

The role of the County's Project Manager is authorized to include:

- 6.3.1** Meeting with the Contractor's Project Manager on a regular basis; and
- 6.3.2** Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.
- 6.3.3** Overseeing the day-to-day administration of this Contract. However, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.
- 6.3.4** ISD Fleet reports to County's Project Manager.

The County's Project 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 County in any respect whatsoever.

6.4 County's Contract Project Monitor

The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The Project Monitor reports to the County's Project Manager.

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

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

7.2 Contractor's Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor must notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.2.2 The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.3 Contractor's Operations Manager

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

7.3.2 Contractor's Operations Manager shall be responsible for the Contractor's facility operational day-to-day activities as related to this Contract and

shall coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.4 Contractor's Shop Supervisor

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

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

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

7.5 Contractor's Body Shop Supervisor

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

7.6 Approval of Contractor's Staff

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

7.7 Contractor's Staff Identification

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

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

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

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

7.8 Background and Security Investigations

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

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

- 7.8.2 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.8.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.9 Confidentiality

- 7.9.1 Contractor must 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.
- 7.9.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert,

consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.6 will be conducted by contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.9.3** Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.9.4** Contractor must sign and adhere to the provisions of Exhibit F1 (Contractor Acknowledgement and Confidentiality Agreement).

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1** For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the contractor and by Department Head or designee.
- 8.1.2** The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the contractor and by Department Head or designee.
- 8.1.3** The (Department Head or his/her designee or Board of Supervisors), may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 (Term of Contract). The contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an

extension of time, an Amendment to the Contract must be prepared and executed by the contractor and by Department Head or designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

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

8.2.2 The contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the contractor may have against the County.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against contractor as it could pursue in the event of default by contractor.

8.3 Authorization Warranty

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

8.4 Budget Reductions

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

year during the term of this Contract (including any extensions), and the services to be provided by the contractor under this Contract will also be reduced correspondingly. The County's notice to the contractor regarding said reduction in payment obligation will 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 must continue to provide all of the services set forth in this Contract.

8.5 Complaints

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

8.5.1 Complaint Procedures

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

8.6 Compliance with Applicable Laws

- 8.6.1** In the performance of this Contract, contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) will be conducted by contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or 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 will, 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. Additionally, contractor certifies to the County:

- 8.7.1** That contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.7.2** That contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.7.3** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.7.4** Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

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

8.8.2 Written Employee Jury Service Policy

8.8.2.1 Unless the contractor has demonstrated to the County's satisfaction either that the contractor is not a "contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the contractor must have and adhere to a written policy that provides that its Employees will 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.

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

8.8.2.3 If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the contractor must immediately notify the County if the contractor

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

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

8.9 Conflict of Interest

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, will 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 will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. 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 must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph will be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County 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 must give first consideration for such employment openings to qualified,

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

8.11 Consideration of Hiring GAIN/START Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: gainstart@dps.lacounty.gov and BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified GAIN/START job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible contractor

The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively

reflects on the contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

8.12.4.1 If there is evidence that the contractor may be subject to debarment, the Department will notify the contractor in writing of the evidence which is the basis for the proposed debarment and will advise the contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

8.12.4.6 The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will 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 will also apply to subcontractors of County contractors.

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

The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit G, in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safely-surrender/>.

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

8.14.1 The contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family

and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

- 8.14.2** As required by the [County's Child Support Compliance Program \(County Code Chapter 2.200\)](#) and without limiting the contractor's duty under this Contract to comply with all applicable provisions of law, the contractor warrants that it is now in compliance and will during the term of this Contract, maintain 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 will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

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

8.16 Damage to County Facilities, Buildings or Grounds

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

8.16.2 If the contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must 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 must 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 must retain all such documentation for all covered employees for the period prescribed by law.

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

8.18 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

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

8.20 Force Majeure

8.20.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault

or negligence of such party (such events are referred to in this paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both contractor and such subcontractor, and without any fault or negligence of either of them. In such case, contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

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 will 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 will be exclusively in the County of Los Angeles.

8.22 Independent Contractor Status

8.22.1 This Contract is by and between the County and the contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the contractor.

8.22.3 The contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the contractor and not employees of the County. The contractor will 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 must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

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

8.24 General Provisions for all Insurance Coverage

- 8.24.1** Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

- 8.24.2.1** Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- 8.24.2.2** Renewal Certificates must be provided to County not less than ten (10) days prior to contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- 8.24.2.3** Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the contractor

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

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

8.24.2.5 Certificates and copies of any required endorsements must be sent to:

County of Los Angeles
Internal Services Department
Contracting Division
General Contracts Section
1100 North Eastern Avenue
Los Angeles, CA 90063

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

8.24.3 Additional Insured Status and Scope of Coverage

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

the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

Contractor must provide County with, or contractor's insurance policies must contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Must Be Primary

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

8.24.8 Waivers of Subrogation

To the fullest extent permitted by law, the contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this Contract. Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required

Insurance provisions. The County and its Agents must be designated as an Additional Covered Party under any approved program.

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

1. Garage Operations – Liability other than Covered Autos

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

2. Garage Operations – Liability for Covered Autos

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

3. Garage Keepers Liability

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

8.25.2 Workers Compensation and Employers' Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.3 Unique Insurance Coverage

8.25.3.1 Property Coverage

Contractors given exclusive use of County owned or leased property must carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents must be named as an Additional Insured and Loss Payee on contractor's insurance as its interests may appear. Automobiles and mobile equipment must be insured for their actual cash value. Real property and all other personal property must be insured for their full replacement value.

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Department Head, or his/her designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the contractor from the County, will be forwarded to the contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the contractor to correct the deficiency within specified time frames. Should the contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$100 per day per infraction, or as specified in Attachment 2 (Performance Requirements Summary (PRS)) Chart of Exhibit A (Statement of Work and Attachments) hereunder, and that the contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the contractor; and/or (c) Upon giving five (5) days notice to the contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the contractor from the County, as determined by the County.

8.26.3 The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the contractor to recover the County cost due to the failure of the contractor to complete or comply with the provisions of this Contract.

8.26.4 This Paragraph must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

8.28.1 The contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will 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 Contractor certifies to the County each of the following:

8.28.2.1 That contractor has a written policy statement prohibiting discrimination in all phases of employment.

8.28.2.2 That contractor periodically conducts a self-analysis or utilization analysis of its work force.

8.28.2.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

8.28.2.4 Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.28.3 The contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must 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 will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6** The contractor will allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7** If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8** The parties agree that in the event the contractor violates any of the anti-discrimination provisions of this Contract, the County will, 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 will be construed as creating any exclusive arrangement with the contractor. This Contract will not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party must, 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 must bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the (Department Head), or designee will resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safely-surrender/>.

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract must be in writing and will 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 (County'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 (Department Head, or his/her designee) will have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party will in any way intentionally induce or persuade any employee of one party to become an

employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 Public Records Act

8.36.1 Any documents submitted by the contractor; all information obtained in connection with the County's right to audit and inspect the contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 6250 et seq.](#) (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

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

8.37.1.1 The contractor must develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Contract, the contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County will not unreasonably withhold written consent.

8.37.2 The contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this

Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) will apply.

8.38 Record Retention and Inspection-Audit Settlement

- 8.38.1** The contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The contractor agrees that the County, or its authorized representatives, will 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, will be kept and maintained by the contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.38.2** In the event that an audit of the contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s)
- 8.38.3** Failure on the part of the contractor to comply with any of the provisions of this subparagraph 8.38 will constitute a material breach of this Contract upon which the County 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 County conduct an audit of the contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the contractor, then the difference must be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole

option of the County's Auditor-Controller, deducted from any amounts due to the contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the contractor, then the difference will be paid to the contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38.4 In addition to the above, the contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the contractor's compliance with the County's Living Wage Program, that the contractor will promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the contractor's non-County contracts. The contractor further acknowledges that the foregoing requirement in this paragraph relative to contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, must be kept and maintained by the contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information must be maintained by the contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

- 8.40.1** The requirements of this Contract may not be subcontracted by the contractor **without the advance approval of the County**. Any attempt by the contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2** If the contractor desires to subcontract, the contractor must provide the following information promptly at the County's request:
- 8.40.2.1** A description of the work to be performed by the subcontractor.
 - 8.40.2.2** A draft copy of the proposed subcontract; and
 - 8.40.2.3** Other pertinent information and/or certifications requested by the County.
- 8.40.3** The contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the contractor employees.
- 8.40.4** The contractor will remain fully responsible for all performances required of it under this Contract, including those that the contractor has determined to subcontract, notwithstanding the County's approval of the contractor's proposed subcontract.
- 8.40.5** The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The contractor is responsible to notify its subcontractors of this County right.
- 8.40.6** The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, contractor must forward a fully executed subcontract to the County for their files.
- 8.40.7** The contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8** The contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor must ensure delivery of all such documents to:

AMorell@isd.lacounty.gov

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

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

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will 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 will be no less than ten (10) days after the notice is sent.

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

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

8.42.2.2 Complete performance of such part of the work as would 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 must be maintained by the contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

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

8.43.1.1 Contractor has materially breached this Contract; or

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

8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails

to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- 8.43.2** In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.
- 8.43.3** Except with respect to defaults of any subcontractor, the contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.
- 8.43.4** If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).
- 8.43.5** The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

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

8.45 Termination for Insolvency

- 8.45.1** The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- 8.45.1.1** Insolvency of the contractor. The contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - 8.45.1.2** The filing of a voluntary or involuntary petition regarding the contractor under the Federal Bankruptcy Code;
 - 8.45.1.3** The appointment of a Receiver or Trustee for the contractor;
or
 - 8.45.1.4** The execution by the contractor of a general assignment for the benefit of creditors.
- 8.45.2** The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

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

8.49 Waiver

No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

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

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

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

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

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

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

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

8.53 Time Off for Voting

The contractor must notify its employees and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)). Not less than ten (10) days before every statewide election, every contractor and subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

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

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

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.57 Compliance with the County Policy of Equity

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

8.58 Prohibition from Participation in Future Solicitation(s)

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

8.59 Injury and Illness Prevention Program

Contractor will be required to comply with the State of California's Cal OSHA's regulations. [California Code of Regulations Title 8 Section 3203](#) requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

8.60 Intentionally Omitted

9 UNIQUE TERMS AND CONDITIONS

9.1 Compliance with the County's Living Wage Program

9.1.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in [Sections 2.201.010 through 2.201.100 of the Los Angeles County Code](#).

9.1.2 Payment of Living Wage Rates

9.1.2.1 Unless the contractor has demonstrated to the County's satisfaction either that the contractor is not an "Employer" as defined under the Program ([Section 2.201.020 of the County Code](#)) or that the contractor qualifies for an exception to the Living Wage Program ([Section 2.201.090 of the County Code](#)), the contractor must pay its employees no less than the applicable hourly living wage rate for the employees' services provided to the County, including, without limitation, "Travel Time" as defined below Paragraph 9.1.2.5 under the Contract.

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

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

9.1.2.4 If the contractor is not required to pay a living wage when the Contract commences, the contractor will have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The contractor must immediately notify the County if the contractor at any time either comes within the Living Wage Program's definition of

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

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

9.1.3 Contractor’s Submittal of Certified Monitoring Reports

The contractor must submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports must list all of the contractor’s employees during the reporting period. The certified monitoring reports must also verify the number of hours worked and the hourly wage rate paid, for each of its employees. All certified monitoring reports must be submitted on forms provided in Exhibit H (Payroll Statement of Compliance), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the contractor must promptly provide such information. The contractor, through one of its officers,

must certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 Contractor’s Ongoing Obligation to Report Labor Law-Payroll Violations and Claims

During the term of the Contract, if the contractor becomes aware of any labor law-payroll violation or any complaint, investigation or proceeding (“claim”) concerning any alleged labor law-payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the contractor must immediately inform the County of any pertinent facts known by the contractor regarding same. This disclosure obligation is not limited to any labor law-payroll violation or claim arising out of the contractor’s contract with the County, but instead applies to any labor law-payroll violation or claim arising out of any of the contractor’s operations in California.

9.1.5 County Auditing of Contractor Records

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

9.1.6 Notifications to Employees

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

9.1.7 Enforcement and Remedies

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

9.1.7.1 Remedies for Submission of Late or Incomplete Certified Monitoring Reports

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

1) Withholding of Payment

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

2) Liquidated Damages

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

3) Termination

The contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the

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

9.1.7.2 Remedies for Payment of Less Than the Required Living Wage

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

1) Withholding Payment

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

2) Liquidated Damages

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

3) Termination

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

9.1.7.3 Debarment

In the event the contractor breaches a requirement of this paragraph, the County may, in its sole discretion, bar the contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with [Los Angeles County Code, Chapter 2.202](#), Determinations of contractor Non-Responsibility and contractor Debarment.

9.1.8 Use of Full-Time Employees

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

9.1.9 Contractor Retaliation Prohibited

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

9.1.10 Contractor Standards

During the term of the Contract, the contractor will maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the

contractor must demonstrate to the satisfaction of the County that the contractor is complying with this requirement.

9.1.11 Employee Retention Rights

9.1.11.1 The contractor must offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:

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

9.1.11.2 The contractor will not be required to hire a retention employee who:

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

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

9.1.12 Neutrality in Labor Relations

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

9.2 Intentionally Omitted

9.3 Ownership of Materials, Software and Copyright

- 9.3.1** County will be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, must execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.
- 9.3.2** During the term of this Contract and for five (5) years thereafter, the Contractor will maintain and provide security for all of the Contractor's working papers prepared under this Contract. County will have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.3.3** Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and must be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.3.4** The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.3.5** Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.3.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.3.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

9.4 Patent, Copyright and Trade Secret Indemnification

- 9.4.1** The Contractor must indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret

disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County will inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and will support the Contractor's defense and settlement thereof.

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

9.4.2.1 Procure for County all rights to continued use of the questioned equipment, part, or software product; or

9.4.2.2 Replace the questioned equipment, part, or software product with a non-questioned item; or

9.4.2.3 Modify the questioned equipment, part, or software so that it is free of claims.

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

9.5 Intentionally Omitted

9.6 Data Destruction

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. Available at:

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

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

Vendor must certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to

printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Vendor must provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

9.7 Local Small Business Enterprise (LSBE) Preference Program

9.7.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in [Chapter 2.204 of the Los Angeles County Code](#).

9.7.2 The Contractor will 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 LSBE.

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

9.7.4 If the Contractor has obtained certification as a LSBE 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, will:

9.7.4.1 Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

9.7.4.2 In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and

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

9.8 Social Enterprise (SE) Preference Program

- 9.8.1** This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).
- 9.8.2** Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.8.3** Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.8.4** If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor will:
- 9.8.4.1** Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 - 9.8.4.2** In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
 - 9.8.4.3** 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 will also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.9 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 9.9.1** This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).
- 9.9.2** Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in

fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

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

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

9.9.4.1 Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

9.9.4.2 In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

9.9.4.3 Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

10 SURVIVAL

In addition to any terms and conditions of this Agreement that expressly survive expiration or termination of this Agreement by their terms, the following provisions will survive the expiration or termination of this Agreement for any reason:

Paragraph 1 (Applicable Documents)

Paragraph 2 (Definitions)

Paragraph 3 (Work)

Paragraph 5.4 (No Payment for Services Provided Following Expiration/Termination of Agreement)

Paragraph 7.6 (Confidentiality)

Paragraph 8.1 (Amendments)
Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)
Paragraph 8.6.2
Paragraph 8.19 (Fair Labor Standards)
Paragraph 8.20 (Force Majeure)
Paragraph 8.21 (Governing Law, Jurisdiction, and Venue)
Paragraph 8.23 (Indemnification)
Paragraph 8.24 (General Provisions for all Insurance Coverage)
Paragraph 8.25 (Insurance Coverage)
Paragraph 8.26 (Liquidated Damages)
Paragraph 8.34 (Notices)
Paragraph 8.38 (Record Retention and Inspection/Audit Settlement)
Paragraph 8.42 (Termination for Convenience)
Paragraph 8.43 (Termination for Default)
Paragraph 8.48 (Validity)
Paragraph 8.49 (Wavier)
Paragraph 8.58 (Prohibition from Participation in Future Solicitation(s))
Paragraph 9.1 (Compliance with County's Living Wage Program)
Paragraph 9.3 (Ownership of Materials, Software and Copyright)
Paragraph 9.4 (Patent, Copyright and Trade Secret Indemnification)
Paragraph 10 (Survival)

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

CENTERRA INTEGRATED FLEET SERVICES, LLC.

()

By

Stephen Sloss

Name

Senior Director, Contracts and Procurement

Title



COUNTY OF LOS ANGELES

By



Chair, Board of Supervisors

79537

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

JEFF LEVINSON
Interim Executive Officer
Clerk of the Board of Supervisors

ATTEST:

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

By 
Deputy

By 
DEPUTY

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

38 May 7, 2024

By 

Deputy County Counsel


JEFF LEVINSON
INTERIM EXECUTIVE OFFICER

**CONTRACT FOR
VEHICLE FLEET MAINTENANCE AND REPAIR SERVICES**

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- H PAYROLL STATEMENT OF COMPLIANCE
- I INTENTIONALLY OMITTED
- J INTENTIONALLY OMITTED
- K INFORMATION SECURITY AND PRIVACY REQUIREMENTS

EXHIBIT A

STATEMENT OF WORK

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STATEMENT OF WORK (SOW)

1 SCOPE OF WORK

1.1 Background

ISD Fleet provides vehicle fleet maintenance and repair services (fleet services) for all County departments upon request. Various County departments (County), Districts and Commissions, and other government entities within Los Angeles County may obtain services under this Contract through ISD. Contractor shall provide vehicle fleet maintenance and repair services at the facilities loc shown on Attachment 1 (Service Center Locations) for a fleet of approximately 7,000 assets, including light-duty, medium-duty, and heavy-duty vehicles; trailers, vessels and personal watercraft; and other powered and non-powered equipment. Quantity of vehicles is subject to change without notice. Contractor shall provide all services and subcontractor services necessary to perform the requirements specified in this Statement of Work (SOW) while minimizing the costs associated with properly maintaining County's fleet.

1.2 Objectives and Goals

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

- 1.2.1 Achieve a maintenance and repair turnaround rate as required on Attachment 3.
- 1.2.2 Provide excellent overall customer service including ongoing communication with customers on vehicles in for service.
- 1.2.3 Achieve a high standard of fleet safety and reliability.
- 1.2.4 Create an environment where ISD Fleet will be the trusted partner and fleet service provider of choice for the County.

1.3 Contractor Responsibilities – General

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

- 1.3.1 Provide all manpower such as support staff, technicians, supervision, clerical, and management.
- 1.3.2 Purchase, supply, and manage an on-site inventory of materials and parts pursuant to the provision of such services.

- 1.3.3 Provide any tools and equipment needed (over and above those provided by the County under the terms described in this SOW) to provide services.
- 1.3.4 Provide vehicle collision repair and refinishing.
- 1.3.5 Establish as-needed subcontract and sublet services including towing.
- 1.3.6 Provide mobile fleet services to vehicles, including off-road and specialty equipment.
- 1.3.7 Manage a Motor Pool and car wash facilities.
- 1.3.8 Maintain Blue Seal of Excellence Certification at all County facilities.

2 DEFINITIONS

- 2.1 **ALLDATA:** Provider of service and repair information to the professional automotive service and collision industries.
- 2.2 **Automated Fleet Management Information System (AFMIS):** ISD Fleet's fleet management information system. ISD Fleet uses AssetWorks' FleetFocus™ M5 or any of its successors. This is an enterprise level, state-of-the-art, fleet management information system owned and supported by the County.
- 2.3 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.4 **Business Day(s):** Monday through Friday, excluding County-observed Holidays, and as shown on the Facility Specification Sheets.
- 2.5 **Business Hours:** As shown on the Facility Specification Sheet.
- 2.6 **CCC One:** Web based collision estimate guide.
- 2.7 **Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the services to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work.
- 2.8 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.
- 2.9 **Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.10 **County's Contract Manager:** Person designated by the County with authority on behalf of County on contractual items relating to this contract.

- 2.11 **County's Project Manager:** Person designated by the County to manage the operations or administrative matters under this contract.
- 2.12 **Department:** Internal Services Department (ISD).
- 2.13 **Department Head:** Director of Internal Services Department.
- 2.14 **Holidays:** County-observed holidays.
- 2.15 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.16 **Heavy-Duty:** Vehicles with 26,001 pounds GVW rating or greater.
- 2.17 **ISD Fleet:** Section within Internal Services Department responsible for overseeing the day-to-day activities of this Contract, inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.18 **Light-Duty:** Vehicles up to and including 10,000 pounds GVW rating.
- 2.19 **Medium-Duty:** Vehicles between 10,001 and 26,000 pounds GVW rating.
- 2.20 **Motor Pool:** A group of vehicles belonging to ISD Fleet that is available for rent by customers on a daily or as-needed basis (i.e., when County-assigned vehicles are in the Service Center for maintenance or repair and/or for short-term daily usage to conduct County business).
- 2.21 **OEM:** Original equipment manufacturer.
- 2.22 **Performance Requirements Summary (PRS):** Attachment 9 (Performance Requirements Summary) identifies requirements of the Contract that will be monitored by County to ensure that Contractor meets Contract performance standards.
- 2.23 **Portable Equipment:** Equipment that is moved relatively easily from location to location.
- 2.24 **Service Center (or Facility):** Automotive repair facility owned and operated by the County of Los Angeles or rented (leased or owned) by the Contractor to perform automotive repairs and services for vehicles owned and operated by the County of Los Angeles.
- 2.25 **Services:** Any and all work, tasks, deliverables, repairs, maintenance, installation and other services performed by or on behalf of Contractor.
- 2.26 **Sublet Vendors:** Vendors performing services not ordinarily performed by the Contractor.

- 2.27 **Supplemental Estimates:** Estimates for services that are supplemental to the original estimate for work to be performed.
- 2.28 **Vehicle Classification:** County's vehicle classification approach (used in AFMIS to classify vehicles) uses the NAFA Standard Vehicle and Equipment Classification System.
- 2.29 **Vehicle Coordinator:** Personnel assigned by County Departments, who are responsible for initiating, reviewing, and approving vehicle equipment repairs, disposals, specifications and maintenance on behalf of that Department.
- 2.30 **Work Order:** The record generated each time a vehicle receives Services under this Contract.

3 WORK ORDERS

3.1 Procedure

- 3.1.1 Immediately upon receipt of a vehicle at a Service Center, the Contractor shall accurately and fully complete Attachment 2 (Driver Vehicle Condition Report), a.k.a. Beef Sheet, to document the customer's concerns or purpose for bringing in the vehicle. This document shall include all requests for maintenance or repair. A copy shall be provided to the customer at the time the vehicle is left for service. A work order must be created in AFMIS M5, and a copy of said work order and signed beef sheet shall be given to the customer once the vehicle is dropped off for service. Alternatively, Service Centers equipped with QR codes, electronic devices that can create electronic Driver Vehicle Condition Reports and/or Work Orders, shall utilize such options/devices in lieu of paper records.
- 3.1.2 Contractor shall open all Work Orders in AFMIS immediately, but no later than one (1) hour of vehicle arriving at Service Center, or two (2) hours if the vehicle is dropped off by tow truck during applicable Service Center's operating hours **Under no circumstances shall** work orders be written later than close of business on the day in which the vehicle arrives for service. For vehicles that are worked on outside the Service Center or by sublet contractors, including towing, the Work Order shall be created within one business day following the day of services provided. Work Orders may not be split for supplemental or separate work unless directed or approved by ISD Fleet.
- 3.1.3 Contractor shall update Work Order status and individual job statuses in AFMIS as they are completed, and accurately. All parts, subcontracting and sublet services, and labor charges shall be recorded in AFMIS in real-time.
- 3.1.4 Completed Work Orders shall be placed into completed status upon completion of all vehicle services on the work order.

- 3.1.5 Work Orders placed into completed status after noon of the last day of the County's billing period may be carried over to the next billing period.
- 3.1.6 Contractor shall use AFMIS's automated Work Order completion notification function to notify customer when services have been completed and vehicles are ready to be picked up. Contractor shall provide an electric copy of the final Work Order charges to each customer prior to pick up of their vehicle from the facility. A printed copy shall be provided upon request at time of pick up.
- 3.1.7 Work Orders with approved estimates but repairs have been partially completed (or at an outside vendor awaiting additional repairs) shall not be placed into completed status unless approved in writing by ISD Fleet. Under no circumstances shall parts not installed on the vehicle or labor not expended on the vehicle be billed to the customer.

3.2 Turnaround Time

- 3.2.1 Contractor must adhere to the turnaround times set forth in Attachment 3 (Turnaround Time).
- 3.2.2 All pending Work Orders are exempted from 12:00 AM Saturday through 12:00 AM Monday, i.e., the weekends, and for the same time period (midnight to midnight) on County-observed Holidays.
- 3.2.3 Contractor must notify the Vehicle Coordinator by County e-mail within the same business day as when vehicle was dropped off (or next business day) if necessary services cannot meet the required turnaround times indicated in Attachment 3 (Turnaround Time) and/or the vehicle will be out of service for more than three (3) business days.
- 3.2.4 Contractor will advise the Vehicle Coordinator by County email of the reason for the delay and the estimated time when the vehicle will be ready for pickup. Contractor shall record such notification in the Work Order notes section of AFMIS and include the name of the Vehicle Coordinator that was notified, date and time of notification, reason for the delay, and estimated time of when vehicle will be ready for pickup.

Contractor must notify the Vehicle Coordinator and, if appropriate, the driver of the vehicle when vehicle repairs have been completed. Notification to the Vehicle Coordinator shall be via the notification function within the AFMIS. Notification to the driver, if applicable, shall be via phone, text or through AFMIS notification function and details of the notification shall be recorded in the AFMIS Work Order notes.

3.2.5 Accident, Misuse, Abuse, or Vandalism Repairs

If the cost of repair is less than \$2,000, the repair must be completed within ten (10) calendar days of estimate approval or release from "held for investigation" classification. If the cost of repair is \$2,000 or greater, the

repair must be completed within twenty (20) calendar days of estimate approval or release from “held for investigation” classification. Contractor shall notify customer verbally or in writing by close of next business day of damage noted when vehicle is delivered to Contractor for repairs.

3.2.6 Vehicles Awaiting Repair Authorization from County

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

3.2.7 Major Component Failure

The amount of time allowed for these repairs shall be discussed with the County. The County will assess the functional need of the vehicle and the nature of the repairs.

3.2.8 Vehicles Exempted by County

In instances where ISD Fleet decides that it would be its best interests to temporarily waive vehicle turn around performance standards, ISD Fleet will provide Contractor with written notification of this decision including specification of the time period for which these standards will be suspended or modified.

3.3 Estimates

3.3.1 Contractor shall provide estimates to the vehicle coordinator for the vehicle’s assigned department within one business day of receipt of the vehicle at the service center for all work that will be performed. Estimates are subject to review by ISD Fleet at any time, up to and including prior to submission to Vehicle Coordinator.

3.3.2 Supplemental estimates may be required due to findings from initial diagnosis, unseen damage, repairs overlooked in the initial creation of the Work Order or other unforeseen circumstances. All supplemental estimates must be reviewed and approved by ISD Fleet prior to submission to Vehicle Coordinator.

- 3.3.3** For any non-body/paint repairs over \$5000, in addition to the estimate, Contractor shall complete a repair/replace analysis worksheet and submit to ISD Fleet for review.
- 3.3.4** Contractor shall utilize mechanical labor times as published by ALLDATA (or equivalent with ISD Fleet's written approval) including proper allowances for combination operations (overlaps). Contractor shall obtain ISD Fleet's written approval prior to using labor time not published in the Labor Time Guide. Such written approval shall specify the Labor Time Guide to be used in lieu of ALLDATA. A chart of applicable labor times for operations not published in the Time Guide shall be maintained by County. Additions to such chart may require a time study prior to placement on the chart.
- 3.3.5** Estimates shall include all necessary explanatory notes so that reviewer will have full knowledge of what services/repairs are being estimated and why.
- 3.3.6** Contractor shall enter all work order notes, job notes and labor time estimates of approved work into AFMIS in a timely manner to ensure all staff involved understand services needed/provided and are able to determine answers to relevant questions. No "batch entry" of service visit notations unless approved in advance by the County Project Manager or designee.
- 3.3.7** Contractor must obtain written approval by Vehicle Coordinator or designee on all estimates, prior to performing any work, unless prior written approval is already on file. If work is performed without prior written approval, such work shall be performed at the cost of Contractor.
- 3.3.8** Diagnosis time exceeding (1) hour in aggregate on each work order must be pre-approved by ISD Fleet. Any diagnosis fees charged by the Contractor will be reviewed on a case-by-case basis by ISD Fleet (ISD Fleet will assess diagnosis time in accordance with ALLDATA, or equivalent). Fees shall only be authorized if approved by ISD Fleet in writing.
- 3.3.9** In instances wherein ISD Fleet or the applicable Vehicle Coordinator determines the repair estimate to be excessive or inappropriate, or workmanship has failed to meet Contract standards, ISD Fleet may seek review by a third party and/or negotiate with Contractor for revisions in repair costs. ISD Fleet may also, at its sole discretion, send the vehicle to an outside vendor for estimates and/or repairs. All such costs of repair, including but not limited to, transportation, estimate and parts shall be paid directly by Contractor. No subcontracting and/or sublet service administrative fees shall apply.
- 3.3.10** Any estimates for standard jobs to be performed prior to the interval established in AFMIS shall be approved by ISD Fleet prior to being sent to

the applicable vehicle coordinator for review and approval. This procedure shall be enforced regardless of the total estimate amount.

- 3.3.11 In the event of a dispute between Contractor staff and ISD Fleet staff, the ISD Fleet Manager shall review the facts of the dispute and make a binding decision on the matter at hand. Should the Contractor desire to further appeal such a decision, the matter shall be determined by the County's Project Manager.

3.4 Vehicle Collision Repair and Refinishing Estimates

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

3.5 Automotive Fleet Management Information System (AFMIS)

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

There are bar code readers and multiple terminals at each facility. Contractor shall make full and proper use of the features, functionalities, processes, and procedures as outlined in the AFMIS workflow and operation manuals incorporated herein by reference for the convenience and benefit of ISD Fleet and ISD customers including but not limited to:

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

- 3.5.1.1 Utilize appropriate status codes as indicated in the AFMIS Manual.
- 3.5.1.2 Each Work Order Job shall have at minimum the industry standard “Three C’s” recorded in the job notes: the Concern (reason for the job), the Cause (the root cause of the concern), and the Correction (what was done to correct it).
- 3.5.1.3 Parts, Labor, and all sublet transactions including all applicable status codes for direct labor and indirect labor activities.
- 3.5.1.4 Any and all transactions related to the work performed under this SOW in order to maintain vehicle history.
- 3.5.1.5 Any communication between the customers and Contractors including date email sent, notes, and any other pertinent information.
- 3.5.1.6 Accurately record within AFMIS changes in tire brands/models/sizes, key codes, radio codes, GPS device serial numbers, and other such unit items with available data fields as appropriate.

3.5.2 Contractor shall provide reports within two (2) business days of receiving request from the County.

3.5.3 Contractor shall maintain safe computer system practices and ensure that County data is protected from destruction and/or viruses. Secure passwords will be established for each computer-using Contractor employee. Contractor is responsible for ensuring that employees with passwords properly protect their usage.

3.5.4 Contractor shall ensure that County computer systems are utilized for County business purposes only.

3.5.5 Contractor shall not change or delete data without the written permission of ISD Fleet. Contractor shall follow applicable policies for adding or modifying any information in AFMIS.

4 MAINTENANCE AND REPAIR

will perform the following services and such other related services as may be required to assure the continuity of effective and economical operation of the County’s fleet.

Contractor shall provide maintenance and repair services in such a manner as to minimize disruption to customer's operations.

4.1 General Vehicle Repairs

- 4.1.1** Contractor shall perform all vehicle repairs in a manner consistent with contemporary professional standards. All repairs shall be completed in the most expeditious manner possible, and the quality of workmanship shall be equal to or greater than Original Equipment Manufacturer (OEM) standards. Repairs requiring licensing or certifications shall be performed by technicians currently possessing the valid licenses or certificates required to perform such repairs.
- 4.1.2** Contractor shall prioritize vehicle repairs for first responder/emergency vehicles unless otherwise directed by ISD Fleet Manager or designee. Such vehicles belong to the following departments: departments may be added or deleted by the County. ISD Fleet reserves the right to place any vehicle first in service queue with reasonable justification.
- Fire Department
 - EMS Division of DHS
 - Coroner/Medical Examiner
- 4.1.3** The following repair work are integral parts of the service:
- 4.1.3.1 Welding and fabrication work include, but are not limited to, repairing and replacing tail pipes, mufflers, towing hitches, boom rests, booms and supports, vehicle steps, tailgates, trailers, stiff legs, jacks, hinges, latches, brackets, housings, sleeves, bushings, and so forth.
- 4.1.3.2 Fiberglass repair and fabrication work include, but are not limited to, repairing and replacing hoods, bodies, booms, buckets, steps, shields, doors, tubes, and so forth.
- 4.1.4** Contractor must conduct a road or appropriate operations test on all vehicles that have had safety related repairs or adjustments (e.g., brakes, steering, aerial lift, etc.). These vehicles must be deemed safe to operate by Contractor prior to being returned to service. Contractor will ensure that all light bars on County emergency vehicles are covered prior to any road or operations tests. Road tests (pre- and/or post-repair) shall not be billed to customer.
- 4.1.5** Vehicles required to be transported to outside of County facilities for services shall be transported by Contractor at no additional charge to County.

- 4.1.6** All applicable California Bureau of Automotive Repair rules governing ball joint replacement, transmission replacement and other replacement items are applicable to the Contractor.
- 4.1.7** Contractor shall provide printed copy of final pricing worksheet to customer at time of vehicle pickup from the garage. Contractor shall ensure customer signs the vehicle pickup log at the time of pickup, prior to transfer of the vehicle to the customer, and records that data in AFMIS as directed by ISD Fleet.
- 4.1.8** Use of fluid flushes, induction services, fuel injector flushes, etc. shall not be used unless approved by ISD Fleet or designee in writing prior to use.
- 4.1.9** Prior to returning any vehicle for service, regardless of whether maintenance and repairs were performed by Contractor or subcontract/sublet service, the Contractor shall conduct a quality control check to ensure that the vehicle is ready to be released for service by completing the Quality Control Sheet and road test, as applicable.
- 4.1.10** Vehicle keys lost by the Contractor shall be replaced by the Contractor, at their expense, the same day.
- 4.1.11** Contractor shall perform warranty repairs and/or recalls as appropriate and authorized by an Original Equipment Manufacturer (OEM). Contractor shall accept OEM labor times as full compensation for work performed under OEM in-house warranty programs. Claims rejected by the OEM under an in-house program due to Contractor errors and/or omissions and unable to be revised to the satisfaction of the OEM shall be performed at no charge to County.
- 4.2 Vehicle Collision Repair and Refinishing**

 - 4.2.1** Vehicles requiring body and/or paint repairs shall be serviced at either the nearest Service Facility or at a Subcontractor facility located within 15 miles of the nearest Service Facility, unless prior written approval is issued by ISD Fleet.
 - 4.2.2** Such repairs shall be performed only after an approved estimate is received from the customer. Estimates shall be created utilizing the CCC One estimating guide. Estimates shall include photos of the vehicle, specific areas of damage identified in the Estimate and any other relative photos that support the estimate and must, at minimum, include the unit number and license plate number.
 - 4.2.3** Contractor shall ensure that all provisions specified under paragraph 5.2 As-Needed Sublet Services are followed including rotation of subcontractors.

4.3 Quick Fix Services

- 4.3.1** Contractor shall provide Quick Fix services to County's fleet during each Service Facility's operational hours.
- 4.3.2** **Quick Fix services shall be provided for repairs that can be completed in less than one (1) hour** when the customer delivers the vehicle to the facility and chooses to wait for the service.
- 4.3.3** Quick Fix services include, but are not limited to, tire repair/replacement, single item minor repair, e.g., belt or light bulb, battery diagnosis and replacement, replacing of wiper blades, fuses; replacing a belt or a hose; tire pressure or as established by ISD Fleet. More examples of Quick Fix services (inspect, service, and/or repair) are as specified by ALLDATA, or equivalent.
- 4.3.4** Quick Fix may also include smog and opacity emission testing when no other services are requested.
- 4.3.5** Quick Fix services will be documented with Work Orders entered in AFMIS real-time.

4.4 Preventive Maintenance (PM) Program

- 4.4.1** Contractor shall perform PM services in accordance with PM schedules established by ISD Fleet and **as** forecasted in the AFMIS; PM schedules and forecasts may be modified based on the needs of County Departments:
 - Vehicles utilizing odometers shall have the PM conducted every six (6) months or 5,000 miles, whichever occurs first.
 - Vehicles and equipment utilizing hour meters shall have the PM conducted every six (6) months or upon the established hour meter interval.
- 4.4.2** The PM program will be reviewed as often as deemed necessary to ensure that it meets or exceeds manufacturer requirements and reflects changes in County's fleet composition and operational needs, generally accepted fleet practices, and experience with County's fleet.
- 4.4.3** The PM program shall be equivalent to or exceed OEM specifications and warranty requirements, and any government regulations that apply.
- 4.4.4** Aftermarket treatments, additives, and services shall not be permitted except when approved in writing by ISD Fleet prior to each application of such treatments, additives or services.
- 4.4.5** Contractor shall complete, upload to AFMIS, and retain the following attachments in the Vehicle Service Files as appropriate and applicable for each PM performed.:

4.4.5.1 Attachment 5: PM Inspection Sheet

4.4.5.2 Attachment 6: Truck and/or Tractor Maintenance & Safety Inspection Sheet (BIT)

4.4.5.3 Attachment 7: Safety Inspection Sheet

4.4.6 Contractor shall use AFMIS's Forecaster module to predict when PMs are due, notify customers of upcoming PMs (frequency will be established by the ISD Fleet), and schedule PM services at the convenience of the customer. The PM forecasting capabilities of AFMIS will be used to their fullest possible extent to provide notification of PM schedules to customers.

4.4.7 Customers are responsible for delivering their vehicles for service according to the appointment schedule set with the Contractor. If a customer fails to deliver his or her vehicle as scheduled, the Contractor will notify the Vehicle Coordinator immediately and reschedule the vehicle for service.

4.5 Vehicle Inspections

4.5.1 All BIT, SMOG, 08, Opacity, Crane, **Aerial**, and CNG tank inspections along with any other federal, state or locally required inspections must be performed by properly trained and certified inspectors in accordance with the requirements for such inspections and documented in accordance with the applicable legal requirements.

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

4.5.3 Contractor shall perform the smog or opacity inspection during the first service visit in the year in which the inspection is due.

4.5.4 When a vehicle is delivered to the service center for repairs/maintenance in addition to a smog or opacity inspection, the smog or opacity inspection shall be performed first unless required repairs dictate otherwise, in which case the appropriate ISD Fleet Contract Program Monitor shall be notified prior to other repairs being performed.

4.5.5 Contractor shall have a licensed, active smog inspection technician at each Service Facility during operational hours to perform such inspections within one hour. Should the assigned technician be unable to work on any given day, Contractor shall have an alternate technician present within one hour of opening of the Service Facility.

4.5.6 Services or repairs required in preparation for an inspection must be authorized by ISD Fleet prior to any work performed.

- 4.5.7 Vehicles requiring OBD monitors reset to prepare for a smog or opacity inspection shall have the monitors reset during the same service visit. Contractor shall follow the reset procedures specified by the vehicle manufacturer for vehicles requiring emission system monitors reset. Any deviation from this shall be approved in writing by ISD Fleet.

4.6 New Vehicle Preparation and Vehicle Disposal

- 4.6.1 New vehicle preparation shall be completed within three (3) business days of receipt of the preparation letter/request.
- 4.6.2 Contractor will apply seals as specified by County and arrange for vehicle upfitting as required by customers.
- 4.6.3 Contractor is responsible for installing any County or Departmental seals, logos, bumper stickers, vehicle numbers, and any other identifying insignia as required by County.
- 4.6.4 County seals and bumper stickers (e.g., Baby Safe, or How Am I Driving? stickers) shall be provided by County to Contractor on an as-needed basis. Departmental logos and names, other identifying insignia and vehicle numbers shall be provided by Contractor within 24 hours of the request. The quantity of stickers, seals, etc. used on a vehicle shall be recorded on a Work Order using the appropriate part numbers. When appropriate, such data shall also be recorded in the AFMIS by Contractor.
- 4.6.5 Contractor shall, upon request of ISD Fleet /, prepare retired vehicles and equipment for disposal. Preparation may include removing tags, decals, and special equipment; interior and exterior cleaning and performing minor repairs.

4.7 Technical Bulletins, Warranty, and Recall Work

- 4.7.1 Contractor will be responsible for acquiring all manufacturer's technical service bulletins and recall notices pertaining to all applicable vehicles in County's fleet. When applicable, Contractor will, in a timely manner, disseminate technical service bulletin information to all supervisors and mechanics who repair and maintain vehicles in County's fleet. Contractor will ensure that bulletin directives are followed, unless otherwise directed in writing by ISD Fleet.
- 4.7.2 Contractor will administer all warranties, recalls, and campaigns for vehicles, parts, and Subcontractor and Sublet Vendor repairs including receiving reimbursement for such work as applicable.
- 4.7.3 County shall seek authorization from vehicle manufacturers to perform warranty and recall work. Such work shall be performed by the Contractor using parts, labor times, processes and procedures as required by the applicable manufacturer. Such work shall be billed to County at the current Contract labor rate irrespective of any labor rate

agreed to by the manufacturer. Warranty claims rejected by the manufacturer due to errors by the Contractor and unable to be corrected to manufacturer satisfaction shall be forfeited for payment by the Contractor.

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

4.8 Car Wash and Detailing Services

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

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

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

4.8.4 Contractor shall provide disinfecting services upon request for vehicles that may have suspected or confirmed exposure to COVID-19 or its variants. Such disinfecting services shall comply with all published guidelines from the Centers for Disease Control & Prevention (CDC) and/or the California EPA cleaning agent requirements for vehicle disinfecting.

4.9 Emergency Services

Contractor shall comply with ISD Fleet's request to provide stand-by fleet services support during emergencies declared by County. ISD Fleet will notify Contractor when an emergency situation exists, and the nature and anticipated duration of the response needed from Contractor. Contractor will be on-site and providing service

with an appropriate complement of personnel within 24 hours of notification that emergency services are required. Emergencies may require the use of mobile services.

5 AS-NEEDED SUBLET SERVICES

Contractor may, at their discretion or at the request of ISD Fleet, perform the following services through sublet vendors and such other related service providers as may be required to assure the continuity of effective and economical operation of County's fleet.

5.1 Roadside Assistance and Towing Services

- 5.1.1** Contractor will provide Roadside Assistance for all County fleet on a 24/7 basis and a toll-free phone number for service requests.
- 5.1.2** Roadside Assistance includes, but is not limited to, towing, installing spare tires (if vehicle is so equipped), opening vehicle due to lockout, winching out due to stuck in ditch/sand/mud, providing up to five (5) gallons of emergency fuel, jump starting of dead batteries, providing a sufficient charge for electric vehicles, and other minor repairs as required.
- 5.1.3** If the contractor, or its sublet contractor cannot provide a sufficient charge for an electric vehicle with a portable charging system to get to the nearest charging station, County electric vehicles requiring towing services shall be transported to the nearest Service Facility.
- 5.1.4** Contractor will establish a single toll-free phone number for Roadside Assistance service calls and provide stickers for identifying Contractor's toll-free phone number. Contractor will provide ISD Fleet sticker specifications within thirty (30) calendar days after Contract execution for approval. Upon approval, Contractor will provide County no less than four thousand (6,000) stickers.
- 5.1.5** Responding roadside service unit must arrive on the scene within one (1) hour from the time the dispatcher receives the call.
- 5.1.6** Contractor shall ensure that towing is not performed in lieu of services that can be completed on location, such as battery jump starts and tire changes for vehicles with spare tires, etc. unless necessary due to reasons of safety or customer request. In such an event, the overriding reason(s) shall be recorded on the towing invoice for audit purposes.
- 5.1.7** Vehicles requiring towing services shall be transported to a Service Facility identified in Attachment 1 (Facility Specification) that can accommodate the repairs.
- 5.1.8** Contractor, or its sublet contractor, is responsible for leaving a tow invoice copy with each vehicle towed. The tow invoice copy must indicate the number of miles towed, arrival and drop off time, service

provided, location/address of vehicle pick-up and drop off site, vehicle plate number, vehicle identification number, County or Contractor employee name and number, and County vehicle number. Contractor is responsible for ensuring tow invoices are included on the same Work Order for the repair which necessitated the tow.

- 5.1.9** Subcontractors must provide tow invoices to Contractor within twenty-four (24) hours of service provided.

5.2 Sublet Services

- 5.2.1** Contractor shall coordinate and be responsible for all sublet services. Sublet Vendors must be registered with the County and approved by ISD Fleet prior to performing work. ISD Fleet reserves the right to disallow usage of a Sublet vendor. Contractors shall ensure that all Sublet Vendors are used on a rotational basis.
- 5.2.2** Sublet Vendors are required to conform to the same service requirements, turnaround times, labor times, and billing requirements as Contractor.
- 5.2.3** Sublet services shall be performed by vendors that are located within a fifteen (15) mile radius of the Service Facility at which work is being performed unless prior written approval is received by ISD Fleet.
- 5.2.4** Contractor shall charge actual invoice cost for all sublet services in accordance with Contract Exhibit B (Pricing Schedule). Contractor shall assume all liability and responsibility for all services, parts, and workmanship performed by any Sublet Vendor.
- 5.2.5** Contractor shall maintain an accurate and current list of Sublet Vendors and their hourly rates for services. Sublet vendors shall registered to do business with the County and must have a current and valid vendor ID number.
- 5.2.6** Contractor shall ensure Sublet Vendor invoices are entered in accordance with AFMIS requirements.
- 5.2.7** Contractor shall track vehicles serviced by sublet vendors in AFMIS in real time. Upon request from ISD Fleet, Contractor shall immediately provide comprehensive listing of all vehicles currently at sublet vendors.
- 5.2.8** Vehicles to be sent to outside Body Shops for work shall be reviewed and approved by ISD Fleet prior to sending the vehicle for repairs. County retains the right to designate or decline utilization of sublet vendors.
- 5.2.9** Vehicles being transported to outside vendors shall be at no charge to the County unless approved in advance by ISD Fleet or by department approved estimate.

6 MOTOR POOL MANAGEMENT

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

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

6.1 Reservations, Check Outs, and Check Ins

- 6.1.1** Use AFMIS's Motor Pool module to make reservations and to dispatch Motor Pool vehicles and ensure correct and complete documentation of the rental in AFMIS.
- 6.1.2** Ensure that employees accurately complete and submit the Motor Pool Ticket form in AFMIS before a vehicle is released.
- 6.1.3** Ensure vehicle is clean inside and out (including windows) and fuel tank is filled and/or propulsion battery is fully charged, prior to vehicle rental. Contractor staff shall have all necessary tools at their disposal to ensure compliance with this section.
- 6.1.4** Upon return of Motor Pool vehicles, Contractor shall walk around the vehicle and inspect for new damage and/or missing license plates and complete an ISD 24 Hour Incident Report to document of any damage or missing license plates to vehicle. Report must be submitted to ISD Fleet. If approved by ISD Fleet, some damages should be repaired at the expense of the customer who rented the vehicle. Any damage not noted by Contractor and is subsequently "discovered" by the County shall be repaired at the expense of the Contractor.
- 6.1.5** Contractor shall ensure the customer renting the vehicle is the same as named on the trip ticket unless otherwise approved by ISD Fleet. Under such waiver, notes should be recorded on the trip ticket indicating the ISD Fleet staff authorizing the waiver, date and time.
- 6.1.6** Motor Pool vehicles may not be assigned to the same employee for more than ten (10) consecutive business days, without written justification and approval by the County. Contractor shall report to ISD Fleet of any Motor Pool vehicle that exceeds ten (10) business days rental.

6.2 Maintenance and Repair of Motor Pool Vehicles

- 6.2.2 Contractor shall ensure all motor pool vehicles have the appropriate PM services performed on-time.
- 6.2.3 Contractor shall ensure all necessary repairs are performed **prior to** releasing vehicle for rental.
- 6.2.4 Contractor shall start and run each motor pool vehicle for a minimum of 10 minutes at least once per week to ensure vehicle readiness.
- 6.2.5 Contractor shall actively monitor Motor Pool vehicle electric charging activity and immediately disconnect EV Charger from vehicle when fully charged.

7 PARTS

7.1 Parts Inventory

Contractor will procure, stock, and furnish all parts, materials, supplies, and fluids required for the operation and maintenance of all County vehicles in accordance with industry standards and parts management practices acceptable to the ISD Fleet and meeting all relevant OEM and County standards/specifications. Part inventory at each facility shall be sufficient to meet turnaround times set forth in Attachment 3 (Turnaround Time). Exceptions may be granted on a case-by-case basis and only with ISD Fleet approval.

7.2 Parts Ownership

All parts will remain the property of the Contractor or the Contractor's supplier until such time as they are placed on or in a County vehicle. Parts removed from a County vehicle remain the property of the County and, if sold to a recycler, any payment for such parts shall be remitted to the County.

7.3 Parts Management

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

- 7.3.1** Retain replaced parts (including cores) by tagging them with Work Order Number, Unit Number, and completion date of Work Order. Such parts shall be placed in a secure area into numbered bins corresponding to the last digit of the Work Order number. Retained parts shall be made available for inspection upon request by ISD Fleet at any time during business hours.
- 7.3.2** Retained Parts shall be discarded using methods appropriate for the type of part to be discarded and in accordance with applicable laws and

safety standards. Parts to be retained less than 30 days after the Work Order completion date requires written approval from ISD Fleet.

7.3.3 Contractor shall track and report to County at the end of each month the quantity of parts not immediately available upon the initial request by a technician or County. Such reports shall include the service center location, date of initial request, description of part, work order number if applicable, date part request is fulfilled, and the cost of such part.

7.4 Cannibalization of Parts

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

7.5 Parts Costs

At times the State has market-favorable pricing with respect to parts through its State-wide contract. The Contractor may be granted permission to purchase parts through the State's channels if it so desires. Furthermore, if conditions or pricing warrants, the Contractor will make every effort to purchase certain parts from the State's contract or other cooperative agreement whenever a cost savings exists. Any changes in part taxation rate shall be conveyed to ISD Fleet within 30 days of the rate change.

7.6 Quality of Parts to be Furnished

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

7.6.1 Tires

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

7.6.2 Rebuilt/Remanufactured Parts

Rebuilt/remanufactured parts must conform to the manufacturer's reconditioning tolerances. Core charges for such parts shall not be passed on to County unless the core is deemed unusable and only if written approval is provided by ISD Fleet.

7.6.3 Manufacturer Warranty/Recall Repairs

Parts used in the repair of vehicles under the OEM Warranty/Recall in-house programs shall be of the type and quality as specified by the relevant OEM.

8 WARRANTY

8.1 Workmanship Warranty

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

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

8.2 Minimum Warranty Term

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

8.2.1 Engines & Transmissions (Rebuilt or New)

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

8.2.2 Batteries

Eighteen (18) months free replacement including labor for diagnosis and replacement at no charge.

8.2.3 Tires

Warranty provided by tire manufacturer.

8.3 Comebacks, Reworks and Rechecks

Contractor shall perform comebacks, reworks, and rechecks when a failure or symptom of failure related to previous repairs or services on a vehicle or component thereof occurs during the warranty period.

- 8.3.1** A new Work Order with reference to the original Work Order shall be opened.
- 8.3.2** Contractor shall ensure that comebacks, reworks, and rechecks are completed on a priority basis and in conformance with performance specifications. Verified comebacks, reworks, and rechecks shall be done at no charge to the County unless otherwise approved in writing by ISD Fleet.
- 8.3.3** All estimates for repairs on potential comebacks, reworks, or rechecks shall be reviewed by ISD Fleet prior to submission to the appropriate vehicle coordinator, even if such work shall be done at no charge.

8.4 Original Equipment Manufacturer Warranty

Contractor shall perform OEM warranty repairs when authorized by the OEM and the ISD Fleet. Contractor shall accept OEM labor hours and parts pricing as full reimbursement for OEM labor performed under this Contract. Warranty claims rejected by the OEM for Contractor errors or omissions shall be deducted from the Contractor's invoice until the error or omission is rectified and the claim is paid by the OEM.

9 FACILITIES AND EQUIPMENT

ISD Fleet owns Service Facilities that it makes available to Contractor for the maintenance of vehicles and equipment. See Attachment 1 (Facility Specification) for details about these Service Facilities. County may add or delete County-owned and/or County-leased Service Facilities, at any time during the term of this Contract. Contractor agrees that such changes shall not change any other terms or conditions of this Contract. To implement a change in Service Facilities, a written notification thereof shall be sent by the County to the Contractor.

9.1 Use of Facility, Shop Tools, and Equipment

Contractor shall not use the facility, tools, or other County-furnished property for work on vehicles or equipment not owned or leased by County unless otherwise authorized in writing by ISD Fleet. County property shall not be used in any manner for any personal advantage, business gain, or other personal endeavor by Contractor or Contractor's employees other than in the performance of the work described in the Contract unless otherwise authorized in writing by ISD Fleet. Equipment malfunctions shall not negate the Contractor's requirement to adhere to the turnaround times stated in Attachment 3 (Turnaround Time).

9.2 Days and Hours

Contractor shall provide all services as set forth in Attachment 1 (Facility Specification) and ensure coverage during operational hours (e.g., staggered break and lunch times). Hours for individual Service Facilities are subject to

change without notice. Contractor is not required to perform services on Holidays unless requested by the ISD Fleet.

9.3 Facility Fixture Malfunctions

Contractor will notify ISD Fleet within 24 hours of discovery of any Service Facility's fixture which malfunctions. If County determines fixture's malfunction is due to Contractor negligence, Contractor shall be responsible for the cost to repair or replace the damaged fixture. Malfunctions of fixtures shall not negate the Contractor's requirement to adhere to the turnaround times stated in Attachment 3 (Turnaround Time).

9.4 Facility Modification

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

9.5 Facility Maintenance

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

9.5.1 Car Wash Bay Maintenance

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

9.5.2 Sweeping/Cleaning Floors

9.5.2.1 Sweep/vacuum to pick up trash/debris.

9.5.2.2 Remove oil, grease, and other stains from facility surfaces.

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

9.5.3 Trash Removal

9.5.3.1 Empty all portable trash cans, barrels, or containers and remove and dispose of trash and food from facility. To occur at least daily, if not sooner as needed.

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

9.5.3.3 Contractor will be responsible for the appropriate temporary storage and scheduled removal of all non-hazardous waste. Contractor may utilize County's trash disposal dumpsters for

the disposal of non-restricted/non-hazardous waste, resulting from the maintenance of County's fleet.

9.5.3.4 Keep lunchrooms and working areas free of food debris.

9.5.4 Eyewash Station

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

9.5.5 Paint Booths

9.5.5.1 Clean the interior of paint booths and surrounding areas daily.

9.5.5.2 Replace paint booth filters as needed at contractors' expense.

9.6 Facility Inspections

ISD Fleet will perform monthly inspections in collaboration with Contractor at all Service Facilities operated by Contractor in the performance of this Contract and note any deficiencies on Attachment 8 (Service Facility Inspection Sheet) or current paper or electronic format available. Contractor will be provided a copy of a monthly Facility Inspection Report on the day of inspection and shall be responsible to rectify any deficiencies within the time frame specified on the report.

9.7 Facility Lot Check

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

9.7.1.1 Unit Number

9.7.1.2 Service Center Location

9.7.1.3 Confirmation of keys in possession (if no keys, document reason).

9.7.1.4 Vehicle Repair Status.

1. If active, provide Work Order number.

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

9.7.2 Contractor shall summarize the information and provide the ISD Fleet with a daily summary of vehicles on the lot at each location each at the end of each business day. Additionally, the Contractor shall notify ISD Fleet if vehicle has been on the lot for than three (3) business days after customer notification that the Work Order has been completed or notification to pick up the vehicle.

9.8 Shop Equipment

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

9.8.2 Contractor will notify ISD Fleet within 24 hours of discovery of any equipment breakdown or malfunction. If ISD Fleet determines equipment failure or malfunction is due to Contractor negligence, Contractor shall be responsible for the cost, repair, and replacement of damaged equipment. The malfunction or breakdown of vehicle servicing equipment, whether County or Contractor owned, shall absolve the Contractor of turnaround requirements as stated in Attachment 3.

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

9.9 Shop Supplies, Tools, and Portable Equipment

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

9.9.1 Shop Supplies

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

9.9.2 Tools

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

9.9.3 Portable Equipment

Equipment that is moved relatively easily from location to location, including, but not limited to, engine analyzers, air conditioning recharging machines, battery chargers, grinders, battery testers, etc. County may, at its discretion, provide certain portable equipment. Any portable equipment provided by County under this provision shall remain the property of County and the maintenance/repairs of such equipment shall be the responsibility of Contractor. Any portable equipment not provided by the County shall be responsibility of the Contractor to acquire, maintain and repair as necessary. This does not apply to personal computers, printers or other computing devices used to access and utilize the AFMIS.

9.10 Waste Management

9.10.1 Contractor will be responsible for disposal of all hazardous trash and waste generated in providing the services set forth in this Contract, including without limitation, used tires, parts, metal, oil, oil filters, antifreeze, fuel, Freon, and batteries, according to all applicable laws including OSHA and EPA regulations.

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

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

9.11 Safety

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

9.11.2 Contractor shall furnish and maintain safety supplies and equipment, including first-aid kits and flashlights at all facilities. Contractor will use materials and equipment that are safe for the environment and

personnel. Contractor personnel must be trained in the use of basic safety equipment.

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

9.11.4 County does not warrant or guarantee against the possibility that safety, environmental, or potential hazards may exist at the **Service Facilities**. Contractor will be responsible for identifying any hazardous conditions and notifying ISD Fleet of these conditions within thirty (30) calendar days of the start of the Contract and any time thereafter when deemed necessary.

10 CONTRACTOR PERSONNEL

10.1 Contractor's Project Manager and Contractor's Operations Manager

10.1.1 Contractor's Project Manager and Contractor's Operations Manager shall each have seven (7) years of experience in the last 10 years of technical and managerial experience in fleet or retail automotive services managing a like size (at least 500 vehicles) mixed fleet of light, medium, and heavy-duty vehicles.

10.1.2 Contractor shall provide a transition plan prior to any changes in the Contractor's Project Manager and Operations Manager roles. Proposed changes to these roles must be approved by County 30 days prior to a changeover.

10.2 Contractor's Shop Supervisor

Contractor's Shop Supervisors are required to have a minimum of seven (7) years of experience in the last 10 years in fleet services or retail automotive services managing a like size mixed fleet of light, medium, and heavy-duty vehicles.

10.3 Contractor's Body Shop Supervisor

Contractor's Body Shop Supervisors are required to have a minimum of seven (7) years of experience in the last 10 years of technical and supervisory experience in the field of vehicle collision repair and refinishing, managing a mixed fleet of light, medium, and heavy-duty vehicles.

10.4 Contractor's Service Writer

In instances where the shop supervisor may be assisted by one or more service writers in the creation, tracking, maintenance, completion, and finalizing of work orders, estimates or other documentation tasks relative to the servicing of County vehicles, such service writer shall be required to have a minimum of three (3) years

of experience in the last seven (7) years performing the same or closely related role in the fleet automotive profession.

10.5 Staff

10.5.1 Contractor's staffing plan must include sufficient staffing levels to perform all services referenced herein. The plan must include an organization chart identifying specific job classifications (with job classification descriptions), the specific number of employees in each job classification and the location at which each job classification will be deployed.

At minimum unless otherwise noted, each service center shall have one (1) automotive service technician assigned for each two (2) service bays in the facility not counting alignment rack, smog inspection or car wash bays. Any deviance from this will be allowed if approved by ISD Fleet in writing.

10.5.2 Contractor shall have a staffing plan in place that ensures minimum staffing levels listed above are maintained regardless of technician vacations, days off, illnesses, or other causes of absenteeism.

10.5.3 Contractor shall have the responsibility for selecting personnel to perform the services outlined in this Contract and for determining and providing wages, salaries, and benefits for its employees in accordance with all applicable Federal, State and Local laws and regulations.

10.5.4 Contractor shall ensure Contractor personnel report to assigned workstations on time and that County Service Facilities are appropriately staffed during established operational hours and to ensure appropriate coverage at all times. Contractor shall establish and maintain agreements with temporary labor providers or provide an established reallocation plan to move its staff from other Contracts, thereby ensuring minimum staffing levels are met in the event of illness, vacations, and unforeseen causes of absenteeism.

10.5.5 Contractor shall provide a fuel equipment technician who shall perform fuel site maintenance at all ISD owned fuel sites including but not limited to ordering of fuel, entering fuel inventory data into the M5 Fuel Focus system, painting of curbs and dispensers; cleaning of dispensers, hoses, ICUs, kiosks; addressing fuel spills; maintenance of spill kits, and covering of drop tubes as necessary for inclement weather. Such technician shall be certified by International Code Council, Veeder Root (V-R), as necessary to perform fuel station repairs including but not limited to Daily fuel site inspections, nozzle and hose replacement, dispenser filter replacement, Asset Works RFID tag replacement, ICU components and assemblies, Veeder-Root or other Tank Level Monitoring system repairs, replacement of V-R printer paper, etc. Such

technician shall also be certified by International Code Council to act as the Underground Storage Tank operator for ISD fuel sites.

10.6 Training

- 10.6.1** Contractor shall ensure that personnel are trained to render a high degree of courteous, technically competent, and efficient service. Contractor shall control the conduct, demeanor, and appearance of its officers, agents, employees, and representatives.
- 10.6.2** Contractor personnel shall be trained in their assigned tasks and in safety in the workplace. All Contractor personnel must work in accordance with Federal, State, and local statutes and directives. Contractor must comply with and maintain with Injury and Illness Prevention Program (IIPP) standards and records in accordance with Federal and State OSHA requirements. Contractor shall provide proof of training and IIPP records upon County request.
- 10.6.3** Contractor is responsible for ensuring that its employees are kept current and properly trained on all appropriate technologies, both existing and new and maintain current ASE Blue Seal Program status.
- 10.6.4** Attend County training programs, if required by County (County will not reimburse for costs associated with attending training programs [e.g.travel, parking, and meeting hours]).
- 10.6.5** Contractor shall ensure technicians performing in-house warranty and recall repairs for OEM are appropriately trained as required by the respective OEM.
- 10.6.6** Contractor shall ensure technicians receive a minimum of 40 hours of continuing education annually, in vehicle services. Such training shall be at Contractor's expense.

10.7 Licensing and Certification

- 10.7.1** Work activities requiring licenses and/or certifications will be performed by properly trained, licensed, and certified technicians and the Contractor shall ensure that technicians maintain current ASE Blue Seal Program status.
- 10.7.2** Contractor personnel, who may operate vehicles in the course of their duties, must have a current and valid California Driver's License applicable to the vehicle class they are driving. Contractor personnel shall not operate any County vehicles outside of the Service Facility for reasons other than as required and appropriate for the specific repair.
- 10.7.3** Contractor shall ensure technicians who perform services to vehicle systems that require certifications including but not limited to air conditioning, CNG fuel systems, Hybrid propulsion system, all- electric, etc. have valid active certifications for the systems they are servicing.

10.7.4 Contractor personnel who perform services to emergency vehicles such as ambulances, paramedic squads, decedent transport, law enforcement vehicles and other “first responder” vehicles shall be appropriately certified by the Emergency Vehicle Technician Certification Commission (EVTCC).

10.8 Uniforms

10.8.1 All employees shall wear uniforms which shall include the Contractor’s and employee’s name in a visible location and a legible color and style. Uniforms must be approved by the County in writing.

10.8.2 Uniforms are to be kept clean and in good repair.

10.8.3 All uniforms will be provided by and maintained at the Contractor’s expense.

10.9 Regulatory Permits/Certifications

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

11 COUNTY’S RESPONSIBILITES

11.1 Utilities

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

11.2 AFMIS Training

County will provide training to Contractor personnel on AFMIS.

11.3 IT Equipment

County shall provide computer terminals, bar code scanners, printers, toners/ink cartridges, routers, servers, network connections and landline telephones as necessary to utilize the AFMIS. County will not provide printer paper.

12 INVOICING AND PAYMENTS

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

12.1 Preparation of Invoices

Prior to the 10th calendar day of each month, ISD Fleet or designee will run billing reports from the AFMIS for the prior month. The billing reports will show:

- 12.1.1** Quantity of labor hours
- 12.1.2** Dollar amount represented by these labor hours
- 12.1.3** Dollar amount for parts – including tax - that have been issued to vehicles
- 12.1.4** Dollar amount of sublet charges

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

12.2 Invoice Submission

- 12.2.1** Contractor shall submit the monthly invoice to County's Project Manager for review and approval of payment.
- 12.2.2** Contractor shall also submit Exhibit N (Payroll Statement of Compliance) to the County's Contract Compliance Section by the 15th calendar day of the month following the month of service being invoiced to:

County of Los Angeles
Internal Services Department
1100 N Eastern Ave
Los Angeles, CA 90063
Attention: Contract Compliance Section

- 12.2.3** All invoices submitted by the Contractor for payment must be correct, properly formatted, and delivered to the proper address, in accordance with the instructions above. Invoices submitted incorrectly will be rejected and returned.
- 12.2.4** No invoice will be approved for payment unless Exhibit N (Payroll Statement of Compliance) is submitted.

12.3 County Approval of Invoices

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

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

13 RECORDS

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

13.1 Record Access and Ownership

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

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

13.2 Reference Files and Procedures

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

13.3 Vehicle Service File

Contractor shall maintain a hard copy Vehicle Service File for each vehicle. The Vehicle Service File shall contain the vehicle's assigned unit number, make, model, year and serial number (VIN if appropriate), warranty information, and invoice information. The Vehicle Service File shall contain, in chronological order, all Work Orders, inspection records, and supporting documentation such as tow invoices, sublet and subcontract service receipts, opacity test and smog test inspection and BIT inspection reports and the like generated for each vehicle. Files shall include historical records for each vehicle to stay compliant with all applicable regulations. This requirement may change should this process be moved to an all-electronic recordkeeping format, at which time, Contractor shall comply with this transition.

13.4 AFMIS Records

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

- 13.4.2 Contractor shall update and maintain vehicle data in AFMIS when new components are installed, including but not limited to, key codes, tire information (brand, size, etc.), and any serialized components (engines, transmissions, etc.).

14 CONTINGENCY PLAN

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

15 TRANSITION PLANS

15.1 Service Transition

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

15.2 Phase In – Phase Out

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

16 QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

16.1 Annual Meeting

A meeting will be held no less than 60 calendar days prior to the end of each Contract year. During this annual meeting, Contractor will present a summary of contractual requirements. The presentation will also include recommendations for changes to improve performance during the upcoming year. A copy of the presentation will be made available to County two (2) weeks before the annual meeting. During the meeting, Contractor's performance will be reviewed. Changes

to the Contract resulting from the annual meeting shall be documented in a Contract amendment.

16.2 Quality Assurance

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

16.3 Quality Control

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

16.3.1 Method in which Contractor intends to provide services of the Contract including but not limited to the following:

16.3.1.1 PM Performance

16.3.1.2 Repair Performance

16.3.1.3 Parts Availability

16.3.1.4 Motor Pool

16.3.1.5 Vehicle Safety and Reliability

16.3.1.6 Customer Service

16.3.1.7 Cost Reduction Initiatives

16.3.1.8 Quality Control Processes

16.3.2 Method of monitoring to ensure that Contract requirements are being met, including, but not limited to turnaround times, response times, comeback repairs, Work Order tracking, vehicle down-time, maintenance scheduling, and how often reports identifying these issues are reviewed and by whom.

16.3.3 Mechanism used to maintain and monitor all Work Orders.

16.3.4 Technician training schedule, including but not limited to the date of training and the areas or vehicles and types they are trained in and dates ASE Blue Seal Program status achieved.

16.3.5 Mechanism Contractor uses to maintain records of all inspections conducted by Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action. All information shall be provided to County upon request.

16.3.6 Explanation of the process used from the time a formal complaint or Contract Discrepancy Report (CDR) has been received until such time a complaint or CDR has been resolved and completed.

16.3.7 The Quality Control Plan shall be submitted within 15 calendar days of request.

16.4 Scheduled Meetings

County and Contractor shall agree to meet at mutually agreed regularly scheduled intervals and as needed throughout the life of the Contract. ISD Fleet will participate in all scheduled meetings between County and the Contractor. County will not reimburse for costs associated with attending on-site meetings (e.g., travel, parking, and meeting hours).

16.5 County Observations

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

County also reserves the right to conduct audits to verify any performance requirement, key performance indicators, parts and equipment inventory controls and quality control checks performed by contractor as well as post-repair inspections.

16.6 Performance Requirements

County will monitor required services as set forth in Attachment 9 (PRS). The services set forth in the PRS are intended to be completely consistent with the Contract, and are not meant, in any case, to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract. In any case of apparent inconsistency between services as stated in the Contract and the PRS, the meaning apparent in the Contract will prevail. If any service seems to be created in the PRS which is not clearly and forthrightly set forth in the Contract, that apparent service will be null and void, and place no requirement on Contractor. Conflicts of this nature shall be resolved by the County's Contracting Division or designee.

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

16.6.1 ISD Fleet will immediately give verbal notice and written confirmation of a Contract discrepancy to the Contractor's Project Manager or designee whenever a Contract discrepancy is identified. Contractor shall resolve the problem within five (5) business days after notification, or within a time period mutually agreed upon by County and Contractor.

- 16.6.2** SD Fleet will determine whether a formal Contract Discrepancy Report (CDR) shall be issued. This includes discrepancies not resolved through verbal notices or discrepancies that warrant the bypass of a verbal notice. Upon receipt of a CDR, Contractor must respond in writing to ISD Fleet within 10 calendar days of CDR notice, acknowledging the identified discrepancies or presenting contrary evidence. Contractor shall submit a corrective action plan for all deficiencies identified in the CDR to ISD Fleet within 15 calendar days of CDR notice. The corrective action plan, subject to approval by County, must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- 16.6.3** Reduce payment to Contractor or assess fees by a computed amount based on the PRS and pursuant to Contract, paragraph 5.8 (Refunds and Other Payments).
- 16.6.4** Reduce, suspend or cancel this Contract for systematic problems, deliberate misrepresentations or unacceptable levels of performance.

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

17 GREEN INITIATIVES

17.1 Initiatives

- 17.1.1** Contractor shall use reasonable efforts to initiate environmentally responsible (aka "green") practices for environmental and energy conservation benefits. In using the County's facilities, the Contractor will develop and adhere to an energy conservation plan that is consistent with County policies.
- 17.1.2** Contractor shall notify County's Project Manager of Contractor's new "green" initiatives upon implementation.

17.2 Recycling Requirements

Contractor is required to recycle the following items:

- 17.2.1** Paper, cardboard and other paper-based containers.
- 17.2.2** Beverage **bottles** and cans
- 17.2.3** Motor oil
- 17.2.4** Transmission fluid and filters
- 17.2.5** Brake fluid
- 17.2.6** Differential fluid
- 17.2.7** Coolant

- 17.2.8 Batteries
- 17.2.9 Engine and Transmission Oil Filters
- 17.2.10 Paint booth filters
- 17.2.11 Solvent (Used for cleaning paint guns and residual paint)
- 17.2.12 Metal components not designated as cores.

17.3 Additional Operational Requirements

Contractor shall utilize the following to achieve sustainability:

- 17.3.1 Use wastewater clarifier in wash bays.
- 17.3.2 All hoses must have properly functioning spray nozzles and returned to off position when not in use.

FACILITY SPECIFICATION – EASTERN

1. SERVICE CENTER

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

2. SERVICE CENTER FEATURES

Description	Yes/No	Quantity	Type
Fuel	Yes	Unleaded 15,000 x 2 Unleaded 10,000 x 1 Diesel 10,000 x 1	Unleaded, Diesel
Bays Refer to Section 10.5.1 of the SOW for minimum staffing requirements.	Yes	51	Light Duty x 39 Heavy Duty x 12
Hoists	Yes	37	Light Duty x 25 Heavy Duty x 12
Motor Pool	Yes	96	Sedan Pickup Van Utility Stakebed Box Trucks
Office & Storage Space	Yes	1	
Alignment Rack	Yes	1	Bear
Smog Station	Yes	1	ESP
Eye Station	Yes	1	
Overhead Lubrication	Yes	1	Service all bays
Showers	Yes	4	Men's
Car Wash Station	Yes	1	Flat floor
Parts Room	Yes	1	
Parking Spaces	Yes	194	Med/Heavy Duty x 10 Light Duty x 184
Paint Booth	Yes	2	1 large 1 small

FACILITY SPECIFICATION – EASTERN

3. MAINTENANCE TASKS

Description	Frequency
Car Wash Bay Maintenance	Daily
Sweeping/Cleaning Floors	Daily
Restrooms	Cleaned minimum twice Daily
Urinals	Replace clogged urinal filters within one business day of notification of such instance.
Trash Removal	As-needed
Removal and disposal of Hazardous Materials	As-needed
Eyewash Station	Quarterly
Paint Booth Filters	As Needed
Paint Booth- Interior Cleaning	Daily

4. EQUIPMENT INVENTORY

Description	Make	Model	Serial #	Location
Nugier Press		H20-6-3F	2802	Brake Lathe Area
Ammco Lift				DR#42 Service Drive Area
Forward Manufacture				DR#42 Service Drive Area
Westward Spring Compressor		5ML75		DR#42 Service Drive Area
Coats Tire Machine	Rim Clamp	7050EX		DR#42 Service Drive Area
Coats Balancing Machine	IBS	2000		DR#42 Service Drive Area
Brake Lathe	Ammco	4000	0309602299	Brake Lathe Area
Bear Alignment Machine/Post Lift				DR#42 Service Drive Area
Forward Manufacture				DR#42 Service Drive Area
Forward Manufacture				DR#42 Service Drive Area
Benwil Lift				DR#42 Service Drive Area
Wodel Trans Jack		711	22094	DR#42 Service Drive Area
Black Hawik Trans Jack	Black Hawk	67560		DR#42 Service Drive Area
ATD Trans Jack		743		DR#42 Service Drive Area
Powermatic Drill Press				DR#45 Drive Area
Balder Bench Grinder				DR#45 Drive Area
Carolina Cherry Picker				DR#45 Drive Area
Nugier Hyd. Press				DR#45 Drive Area
Balder Forklift Hoist				DR#45 Drive Area
Bend Pack 4 Post Above Gmd Lift		BP-18	50639	DR#45 Drive Area
Nugier Hyd. Press				DR#45 Drive Area
Branick Tire Cage		SC	5611140	DR#45 Drive Area
Red HVR Whl. Dolly		WR-13		DR#45 Drive Area
Trans Jack Blue HVR				DR#45 Drive Area
Baldor Bench Grinder				DR#45 Drive Area

FACILITY SPECIFICATION – ALAMEDA

1. SERVICE CENTER

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

2. SERVICE CENTER FEATURES

Description	Yes/No	Quantity	Type
Fuel	Yes	Unleaded 10,000 x 2	Unleaded
Bays Refer to Section 10.5.1 of the SOW for minimum staffing requirements.	Yes	24	Light Duty
Hoists	Yes	16	7 AGL, 9 in-ground
Motor Pool	Yes	24	Sedan, Van, Pickup
Office & Storage Space	Yes	1	
Alignment Rack	Yes	1	Hunter
Smog Station	No		
Eye Station	Yes	1	
Overhead Lubrication	Yes	1	Service all bays
Showers	Yes	2	Men's
Car Wash Station	Yes	1	Flat floor
Parts Room	Yes	1	
Parking Spaces	Yes	75	
Spray Booth	No		

3. MAINTENANCE TASKS

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

4. EQUIPMENT INVENTORY

Description	Make	Model	Serial #	Location
Monitor office desk	Hewlett Packard	Laser Jet 1200 Series	N/A	Main office
Mechanic old PC	WYSE	VXO	6W0DI604455	Shop floor - stall 14
Smog machine	Viewsonic	VX2252MH	TVR163562471	Shop floor - stall 24
Smog machine	Gigabyte	GB-BXT-2807	1709630794	Shop floor - stall 24
Smog machine	Brother	HL-L2340DW	U63879B7N4588 28	Shop floor - stall 24
Alignment machine	Hunter	WA430	FWC174S	Shop floor - stall 31

FACILITY SPECIFICATION – ALAMEDA

Old alignment machine	Hunter	P611M	BK9092	Shop floor - stall 31
Old alignment monitor	Laurelview Court	X-554M	CZR990402290	Shop floor - stall 31
Alignment 4-post rack	Hunter	401	J725	Shop floor - stall 31
Disable tire changer	Coats			Shop floor - stall 29
Tire balancer	Coats	1025	304300591	Shop floor - stall 28
Tire changer	Hunter	Auto34S	10413332	Shop floor - stall 28
Wheel balancer	Hunter	Roadforce Elite	LDC3757	Shop floor - stall 27
Tire changer	Coats	7050EX	307108581	Shop floor - stall 27
Bench grinder	Dayton	1Z-707	60064-BAW	Shop floor - stall 17
Drill press	Delta	LM-627650CW		Shop floor - stall 14
Engine analyzer machine	Vetronix	Master Series	108181	Shop floor - stall 12
Brake lathe machine	Ammco	6950	14385	Storage cage
Coil spring compressor	Branick	7200		Shop floor - stall 6
25 ton hydraulic press	Nugier	H25-7BD	280	Shop floor - stall 6
Coil spring compressor	Westward	5ML75	G0004001926	Shop floor - stall 5
6" bench grinder	Clarke	BT1005A		Shop floor - stall 1
R134A A/C machine	Enspeco	RMS-3034	11099186D	Shop floor - stall 1
9000# 2-post lift	Benpak	XPR-9S-LP	12241-001-022	Shop floor - stall 1
9000# 2-post lift	Benpak	XPR-9S-LP	12241-001-010	Shop floor - stall 3
8000# 2-post lift	Forward	AB-1093	4812	Shop floor - stall 4
9000# 2-post lift	Benpak	XPR-9S-LP	12241-001-012	Shop floor - stall 5
9000# 2-post lift	Benpak	XPR-9S-LP	12241-001-001	Shop floor - stall 7
9000# 2-post lift	Benpak	XPR-9S-LP	12241-001-021	Shop floor - stall 10
9000# 2-post lift	Rotary	SPOA9N00	ARZ0310867	Shop floor - stall 11
9000# 2-post lift	Benpak	XPR-9S-LP	12241-001-013	Shop floor - stall 11
9000# 2-post lift	Benpak	XL-9	51215	Shop floor - stall 12
8000# 2-post lift	Forward	AB-1093	4811	Shop floor - stall 15
9000# 2-post lift	Benpak	XL-9	51213	Shop floor - stall 17
7000# 2-post lift	Benwil	TP-7	3000	Shop floor - stall 18
9000# 2-post lift	Benpak	XL-9	51214	Shop floor - stall 20
7000# 2-post lift	Benwil	TP-7	3005	Shop floor - stall 22
9000# 2-post lift	Benpak	XPR-9S-LP	12241-001-023	Shop floor - stall 25
9000# 2-post lift	Benpak	XPR-9S-LP	12241-001-014	Shop floor - stall 26
9000# 2-post lift	Rotary	SPOA9N00	ARZ0310868	Shop floor - stall 32
Pressure washer	Hotsy	943N	11096960-001464	Wash bay

FACILITY SPECIFICATION – ALAMEDA

White refrigerator	Frigidaire	GLRT183TDW A	BA52234504	Lunch room
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FACILITY SPECIFICATION – CULVER CITY

1. SERVICE CENTER

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

2. SERVICE CENTER FEATURES

Description	Yes/No	Quantity	Type
Fuel	No		
Bays This facility shall have at minimum (3) service technicians.	Yes	4	Light Duty
Hoists	Yes	3	Above Ground x 2
Office & Storage Space	Yes	1	
Alignment Rack	No		
Smog Station	No		
Eye Station	Yes	1	
Overhead Lubrication	Yes	1	Service all bays
Showers	No		
Car Wash Station	No		
Parts Room	Yes	1	
Parking Spaces			
Spray Booth	No		

3. MAINTENANCE TASKS

Description	Frequency
Car Wash Bay Maintenance	Daily
Sweeping/Cleaning Floors	Daily
Restrooms	Cleaned minimum twice Daily
Urinal Filters	Replace clogged urinal filters within one business day of notification.
Trash Removal	As-needed
Removal and disposal of Hazardous Materials	As-needed
Eyewash Station	Quarterly

FACILITY SPECIFICATION – CULVER CITY

4. EQUIPMENT INVENTORY

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

FACILITY SPECIFICATION - MONROVIA

1. SERVICE CENTER

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

2. SERVICE CENTER FEATURES

Description	Yes/No	Quantity	Type
Fuel	No		
Bays Refer to Section 10.5.1 of the SOW for minimum staffing requirements.	Yes	11	Light Duty x 8 Medium Duty x 1 Alignment x 1 Wash x 1
Hoists	Yes	9	In ground x 5 Above ground x 4 (including alignment)
Motor Pool	Yes	7	Pickup, Van, Sedan
Office & Storage Space	Yes	1	
Alignment Rack	Yes	1	Hunter
Smog Station	Yes	1	Enviro Products
Eye Station	Yes	1	
Overhead Lubrication	Yes	11	Service all bays
Showers	No		
Car Wash Station	Yes	1	
Parts Room	Yes	1	
Parking Spaces	Yes	40	
Spray Booth	No		

3. MAINTENANCE TASKS

Description	Frequency
Car Wash Bay Maintenance	Daily
Sweeping/Cleaning Floors	Daily
Restrooms	Cleaned minimum twice Daily
Urinal Filters	Replace clogged urinal filters within one business day of notification.
Trash Removal	As-needed
Removal and disposal of Hazardous Materials	As-needed
Eyewash Station	Quarterly

4. EQUIPMENT INVENTORY

Description	Make	Model	Serial #	Location
Pusher car	Clark			Shop
Multiprinter	Xerox	Work Centre 6515	5AV808216	Office
Alignment machine	John Bean	EEWA510A	V22CW034	Shop
Alignment machine PC	HEWLETT PACKARD	Compaq	2UA7500VJ3	Shop

FACILITY SPECIFICATION - MONROVIA

Tire balancer machine	Hunter	Road Force Elite	EBCC3929	Shop
Tire changer machine	Hunter	Revolution	FBCC4442	Shop
Coil spring compressor	Brankick	7400		Shop
Hoist 7,000#	Benwil	TPO-7	1625	Shop
Hoist 7,000#	Benwil	TPO-7	1627	Shop
Hoist 12,000#	Bend Pak	HD-12LSX	50172	Shop
Hoist 10,000#	Bend Pak	XPR-10S-LP	13135-001-012	Shop
Hoist 18,000#	Bend Pak	XPR-18CL	12161-001-002	Shop
Hoist 18,000#	Bend Pak	XPR-18CL	12161-001-015	Shop
Hoist 18,000#	Bend Pak	XPR-18CL	12161-001-001	Shop
Hoist 18,000#	Bend Pak	XPR-18CL	12161-001-016	Shop
6" bench grinder	Dewalt	DW756	200624-YL0410	Shop
Tire changer machine	Coats	40-40SA	X0486	Shop
Brake Lathe	Ammco	6950	601604501	Shop
Tire cage	Ari Hetra			Shop
Heated pressure washer	Hotsy	943N	11096960-001466	Shop
Drill press	Rockwell	SS5EYE328 7	1703592	Shop
Engine crane	Star Crane	200	4311-189493	Shop
Waste oil tank	Advanced Pacific	R-400073		Shop
Waste coolant tank	Advanced Pacific	R-400072		Shop
Hydraulic press	Fanco	H80-7	343054	Shop
Primary air compressor	Bend Pak	V-Max Elite	12007-704	Shop
Secondary air compressor	Quincy	QT-7.5	UTY544573	Shop
Portable generator	MMD	SDG25S-8E1	5UABU091XFV003176	Shop
Monitor	Dell	1800FP		Shop
Monitor	Dell	1800FP		Shop
Monitor	HEWLETT PACKARD	1908FPT	CN-0FP182-71618-78K- BEZ3	Shop
Monitor	DELL, INC.	1800FP		Shop
Monitor	DELL, INC.	2407WFP	7832H95	Office
Monitor	DELL, INC.	P2412H	CNOKG49T7426122L18FU	Office
Monitor	DELL, INC.	1908FPT	CN-0FP182-71618-78K- BEZ5	Shop
Monitor	DELL, INC.	1908FPT	CN-0FP182-71618-78F- GG17	Shop
Monitor	VIEWSONIC	VS15560	TVR153260028	Shop

FACILITY SPECIFICATION - MONROVIA

Cpu	DELL, INC.	OPTIPLEX 9020	3180182	Office
Cpu	DELL, INC.	D09M	FDHHBZ1	Office
Cpu	HEWLETT PACKARD	THIN CLIENT T630	MXL72616Q8	Shop
Cpu	HEWLETT PACKARD	THIN CLIENT T630	MXL72616RS	Shop
Cpu	HEWLETT PACKARD	THIN CLIENT T630	MXL72616Q4	Shop
Cpu	HEWLETT PACKARD	THIN CLIENT T630	MXL72616R4	Shop
CPU	DELL, INC.	OPTIPLEX 7060	238RCV2	Shop
Printer	HEWLETT PACKARD	Q5912A	VNB3C60404	Shop
Printer	BROTHER	HL-L2340	U63879F4N176070	Shop
Router	ACER	VN2120G	DTVKWAA0035140120830 00	Shop

FACILITY SPECIFICATION – MIRA LOMA

1. SERVICE CENTER

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

2. SERVICE CENTER FEATURES

Description	Yes/No	Quantity	Type
Fuel	No		
Bays This facility shall have at minimum (4) service technicians.	Yes	7	Light Duty x 6 Medium/Heavy Duty x 1
Hoists	Yes	6	Light Duty x 5 Medium/Heavy Duty x 1
Motor Pool	Yes	2	Van & Sedan
Office & Storage Space	Yes	1	
Alignment Rack	Yes	1	Hoffmann
Smog Station	Yes	1	WEP Inc.
Eye Station	Yes	1	
Overhead Lubrication	Yes	1	All Service bays
Showers	Yes	1	Men's
Car Wash Station	Yes		
Parts Room	Yes	1	
Parking Spaces	Yes	80	
Spray Booth	No		

3. MAINTENANCE TASKS

Description	Frequency
Car Wash Bay Maintenance	Daily
Sweeping/Cleaning Floors	Daily
Restrooms	Cleaned minimum twice Daily
Urinal Filters	Replace clogged urinal filters within one business day of notification.
Trash Removal	As-needed
Removal and disposal of Hazardous Materials	As-needed
Eyewash Station	Quarterly

FACILITY SPECIFICATION – MIRA LOMA

4. EQUIPMENT INVENTORY

Description	Make	Model	Serial #	Location
Brown Metal 5 Drawer File Cabinet				Main Office
Green Metal 4 Drawer File Cabinet				Garage
Black Metal 4 Drawer File Cabinet				Main Office
Grey Metal 7 Drawer Desk				Main Office
Grey Metal 4 Drawer Desk				Main Office
Blue Metal 6 Drawer Desk				Main Office
GE Wall Clock		2012		Main Office
Star Plus Wall Mounted Phone		2603E		Main Office
Dell Computer Hard Drive				Main Office
Dell Monitor				Main Office
HP Laser Jet 1200 Series Printer				Main Office
Grey 5 Leg Chair W/Wheels Arm Rest				Main Office
Maroon 5 Leg Chair Wheels Arm Rest				Main Office
Wall Mounted Phone				Main Office
Grey 2 Door Clothing Locker				Main Office
Brown Metal Chairs				Main Office
Blue 6 Drawer Metal Desk				Parts Room
Speed Air Portable Air Tank		27241		Tool Room
Milwaukee Drill Motor				Tool Room
3M Fuel Injector Cleaning System			P/N#08933	Tool Room
Robinair A/C Leak Detector		16500	R12?R134A	Tool Room
Brake Bleeder Tank			#2222	Tool Room
OTC EFI Tester Kit			7233	Tool Room
Snap On Vacuum Tester		SVT270P		Tool Room
Yoko Gawa Leak Detector A/C			R12/R134A-#25303	Tire Room
Snap on Halogen Leak Detector		ACT5550		Tire Room
Snap on Compression Tester			MT 308HB	Tire Room
Snap on Vacuum Pressure Gauge Set			MT311JB	Tire Room
Allen Computer Test Center			092591	Tire Room
Coats Tire Charger		8028700		Tire Room
AMMCO Brake Drum lathe		3000	11802	Tire Room
Brake Rotor Lathe				Tire Room
Grinder	Baldor		1065	Tire Room
Lift	Benwil	TP7	2998	Tire Room
Heavy Truck Tire Dolly				Tire Room
Heavy Truck Tire Dolly				Tire Room
Air Wrench (Big Bertha)	Chicago Pneumatic	CP791		Tire Room
Trans Jack				Tire Room
10 Ton Floor Jack				Tire Room
Drill Press	AMROX	AFIZ		Tire Room
Hydraulic Press			1052989	Tire Room
3 Ton Crane	Chester			Tire Room
Various Weight Jack Stands				Tire Room
Vise	Milton		1006, 1007	Tire Room
Grinder	Dayton	IX-707		Tire Room
Vise	Cleveland		1008	Tire Room
Vehicle Emission Inspection System	WEP		035949	Shop Floor
Master Tech Series Scope	Vetronix			Shop Floor
Bend Pak Above Ground Hoist	Bend Pak		20076,50078,50077	Shop Floor
Drive on Hoist 40,000 lbs	Bend Pak			Against East Wall
Pressure Washer - Portable	Hotsy		06238	Shop Floor

DRIVER VEHICLE CONDITION REPORT

SERVICE LOCATION

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

VEHICLE NUMBER	MILEAGE	DATE	SERVICE WRITER
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CHECK UNIT THAT IS IN NEED OF REPAIRS AND INDICATE NATURE OF TROUBLE					
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PM INSPECTION (PM)	<input type="checkbox"/>		FAN (42)	<input type="checkbox"/>	
O-8 INSPECTION	<input type="checkbox"/>		FUEL PUMP (44)	<input type="checkbox"/>	
ACCESSORIES (SPECIFY)	<input type="checkbox"/>		GAUGES (SPECIFY) (03)	<input type="checkbox"/>	
AIR CONDITIONING (01)	<input type="checkbox"/>		HORN (54)	<input type="checkbox"/>	
ALTERNATOR (31)	<input type="checkbox"/>		LIGHTS (SPECIFY) (34)	<input type="checkbox"/>	
BATTERY (32)	<input type="checkbox"/>		RADIATOR (42)	<input type="checkbox"/>	
BELTS (53)	<input type="checkbox"/>		SIREN (99)	<input type="checkbox"/>	
BODY (SPECIFY) (02)	<input type="checkbox"/>		SPEEDOMETER (03)	<input type="checkbox"/>	
BRAKES (13)	<input type="checkbox"/>		STEERING GEAR (15)	<input type="checkbox"/>	
CARBURETOR (44)	<input type="checkbox"/>		SUSPENSION (16)	<input type="checkbox"/>	
CLUTCH (23)	<input type="checkbox"/>		TIRES (17)	<input type="checkbox"/>	
DIFFERENTIAL (22)	<input type="checkbox"/>		TRANSMISSION (27)	<input type="checkbox"/>	
ENGINE (45)	<input type="checkbox"/>		WINDSHIELD WIPER (02)	<input type="checkbox"/>	
SMOG INSPECTION	<input type="checkbox"/>		WRITTEN EVALUATION	<input type="checkbox"/>	

REMARKS:

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

TURNAROUND TIMES

CATEGORY	ALLOWABLE TIME
Work Order Creation	Open Work Order in AFMIS within one (1) hour of vehicle arriving at service center or within two hours of service center opening if vehicle dropped off after hours or on weekend.
Maintenance and Repairs	Maintenance & Repairs for non-body/paint work with less than eight (8) initial hours of estimated labor in aggregate shall be completed within one (1) business day following the date of estimate approval. Work orders for non-body/paint work with more than eight (8) initial hours of estimated labor in aggregate shall be completed within one (1) business day for each eight (8) hours of labor or portion thereof.
Quick Fix	To be completed within one (1.0) hour of vehicle arriving at service center
Body and Paint Repair	Not to exceed 10 calendar days from the date of estimate approval for repairs less than \$2,000. Not to exceed 20 calendar days from the date of estimate approval for repairs more than \$2,000. (Unless otherwise set forth by written agreement with County)
New Vehicle Preparation	Must be completed within two (2) business days from receipt of prep letter.
Emergency Services Response	Within two (2.0) hours from time of initial request for services.
Towing/Roadside Service	Responding unit must arrive on-site within one (1.0) hour from receipt of call for service.

STANDARD PM & INSPECTION JOB INTERVALS

Service	Due
Preventive Maintenance (PM) Service	Every six (6) months or 5,000 miles, whichever occurs first unless otherwise agreed upon by County.
Wiper Blades	Every 12 months from date of last replacement

INSPECTIONS

Service	Due
Gas/Hybrid/CNG/Diesel Smog Inspection	Every two (2) years based upon VIN as per BAR rules
BIT	Every 90 calendar days
Diesel Opacity Test	Every 12 months within 30 calendar days of the anniversary date of last inspection
CNG Tank Inspection	Every 36 months or 36,000 miles whichever occurs first

PREVENTIVE MAINTENANCE (PM) INSPECTION SHEET (ELECTRIC)

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

Interior / Exterior	PASS	FAIL	N/A
1. Verify Registration, Accident Package, and presence of Required License Plates and Permit Numbers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Verify correct Federal Certification label with VIN Plate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Check Restraint System components (i.e. Safety Belts, Buckles)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Check operation of Air Condition, Heater, and Defroster	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Check operation of Accelerator, Clutch, and Brake Pedals for damage, high effort, or binding	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Check operation of Instrument Cluster Gauges (i.e., RPM, MPH)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Inspect condition of safety items (i.e., Fire Extinguisher, First Aid Kit, Reflector kit)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Check condition and operation of Horn, Headlights, Brake Lights, Turn Signals, and Hazard Flashers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Check operation of back-up camera and/or back-up alarm	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Check windshield wiper blades for wear, cracks or contamination (front and rear)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Check operation of Windshield Washers (front and rear)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Check operation of Window Cranks and/or Switches, Door Handles, Door Locks, and Switches	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Inspect condition of all Windows, and Windshield for damage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Check operation of Interior Lighting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Inspect condition and operation of Seat Adjusters, and Steering Wheel Tilt	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Check condition, mounting, and operation of Mirrors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Inspect vehicle for body damage and loose or missing components (i.e. moldings, decals)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Lubricate all Doors, Hood Latch, Seats, Trunk Hinges and Latches	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PREVENTIVE MAINTENANCE (PM) INSPECTION SHEET (ELECTRIC)

Under Hood (Note: Inspect items before vehicle is raised)	PASS	FAIL	N/A
1. Check Power Inverter coolant reservoir level, condition, and top off as needed (Caution: Coolant may be hot, remove Radiator Cap carefully)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Check High Voltage Battery coolant reservoir level, condition, and top off as needed (Caution: Coolant may be hot, remove Radiator Cap carefully)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Check Compartment Heater coolant reservoir level, condition, and top off as needed (Caution: Coolant may be hot, remove Radiator Cap carefully)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Pressure Test Cooling System, Tested to ____ lbs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Inspect condition of Hoses, Coolant Reservoir, and Cooling Fans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Inspect condition of Battery Cables and connections	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Check & Test 12V Battery and Load Test (Reading: Batt. CCA _____ Voltage _____ AMP _____ Load _____)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Inspect condition of Cabin Filter element, clean or replace as required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Check Brake and Windshield Washer fluid level, and top off as needed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Check attached components and mountings to ensure all are secured properly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Under Vehicle	PASS	FAIL	N/A
1. Inspect steering, suspension, and chassis components for damaged, loosed, missing parts or signs of wear	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Lubricate Chassis and Suspension Components	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Inspect Wheel/Hub Bearings for proper adjustment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Check for major fluid leaks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Tires	PASS	FAIL	N/A
1. Inspect Wheels and Tires for damage, and record Tread Depth (LF __ 32 nd , RF __ 32 nd , LR __ 32 nd , RR __ 32 nd , Spare __ 32 nd)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Inspect all tire condition, set tire pressure (including spare), rotate tires, and reset tire pressure sensor to manufacture standards if required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Torque wheel lug nuts to manufacture specs (Refer to Shop Manual)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Check tire sealant expiration date and compressor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PREVENTIVE MAINTENANCE (PM) INSPECTION SHEET (ELECTRIC)

Brake Condition	PASS	FAIL	N/A
1. Inspect condition of Brake System and Warning Devices (i.e., ABS, Brake Indicator)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Check parking brake operation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Inspect condition of Brake System for leaks, and damaged lines/hoses.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Inspect condition of Brake Rotors, Drums, and calipers.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Inspect Brake Linings for wear or cracked or damaged pads/shoes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Measure and record remaining Brake Lining. (LF ___ 32 nd , RF ___ 32 nd , LR ___ 32 nd , RR ___ 32 nd)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Road Test When Done!

Enter any discrepancies below and notify Supervisor:

PREVENTIVE MAINTENANCE CHECKLIST (LIGHT DUTY)

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

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

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

PREVENTIVE MAINTENANCE CHECKLIST (LIGHT DUTY)

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

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

Road test when done

Enter any discrepancies below and notify Supervisor:

PREVENTIVE MAINTENANCE (PM) INSPECTION SHEET (MEDIUM/HEAVY DUTY)

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

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

PREVENTIVE MAINTENANCE (PM) INSPECTION SHEET (MEDIUM/HEAVY DUTY)

Under Hood/Cab (Note: Inspect items before vehicle is raised)	PASS	FAIL	N/A
1. Check Engine Coolant level, condition, and top off as needed (Caution: Coolant will be hot, remove Radiator Cap carefully)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Pressure test cooling system and check for leaks. Tested to ____ lbs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. While system is pressurized inspect condition of all hoses, reservoir and connections	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Inspect belts for wear and proper tension	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Inspect air filter element and canister	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Check power steering fluid, brake fluid and washer fluid. Top off as needed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Check automatic transmission fluid	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Inspect condition of spark plug wires	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Inspect condition of all visible electrical wiring and connections	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Inspect engine, radiator and condenser mounting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Inspect a/c compressor mounting and lines	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Check condition of fan and fan clutch if applicable	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Check turbo mounting, exhaust manifold gaskets, exhaust tubing, hangers and muffler	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Check condition of fuel pump and lines	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Lubricate hood latches and hinges	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lubrication and Oil Change	PASS	FAIL	N/A
1. Change engine oil and filters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Drain fuel/water separator and change filter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Replace fuel filter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Replace coolant filter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Check and record SCA protection level in coolant ____ UPG (maintain SCA level of 2-2.5 UPG)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Lubricate all grease fittings, linkages, cables and door hinges	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Run engine and check for leaks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Recheck engine oil level	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Check differential(s) oil level	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Inspect transmission for leaks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Inspect differential(s) for leaks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Attach PM reminder decal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Under Vehicle Inspection	PASS	FAIL	N/A
1. Inspect steering box and mounting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Inspect the vibration damper	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Check steering shaft and linkage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Inspect condition of center link, tie rods and steering linkages	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Check oil level in the front hubs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Inspect wheel bearings for proper adjustment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. With front end raised check king pin wear	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Inspect front brakes, air hoses and wheel seals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Record front brake push rod travel (RF ____ in, LF ____ in)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Check condition of brake linings and drums.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Record lining thickness in 32 ^{nds} (RF ____ 32 nd , L/F ____ 32 nd) (Do Not Adjust Automatic Slack Adjusters)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PREVENTIVE MAINTENANCE (PM) INSPECTION SHEET (MEDIUM/HEAVY DUTY)

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

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

Enter any discrepancies below and notify Supervisor:

SAFETY INSPECTION SHEET

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

Interiors and Exteriors

PASS FAIL

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

Engine and Electric

PASS FAIL

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

Brakes

PASS FAIL

- 19. Check brake system fluid level, hoses and tubing.
- 20. Check air brake system (if applicable).
- 21. Check air governor adjustment (minimum 85 psi. – maximum 130 psi).
- 22. Check for air leaks with brakes un-applied (1 minute – 3 pounds maximum).

SAFETY INSPECTION SHEET

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

Chassis Inspection

PASS FAIL

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

COMMENTS

LOCATION/ADDRESS

CONTRACTOR

CONTACT PERSON

PHONE NUMBER/E-MAIL

FACILITY INSPECTION SHEET

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

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

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

ACTION REQUIRED (UNSATISFACTORY RATING ONLY)	COMPLETION DEADLINE

CORRECTIVE ACTION TAKEN (BY CONTRACTOR)	RE-INSPECTED DATE

COMMENTS (FROM CONTRACTOR)	RECEIPT OF COPY BY

CONTRACTOR'S PROJECT MANAGER	SIGNATURE	DATE

PERFORMANCE REQUIREMENTS SUMMARY

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

PERFORMANCE REQUIREMENTS SUMMARY

Statement of Work				DEDUCTION/FEE PER VIOLATION		
REFERENCE	STANDARD OF PERFORMANCE	MONITORING METHOD	1st	2nd	3rd	
Various Statement of Work	Violation of any SOW requirement not otherwise specifically set forth in this PRS below.	AFMIS Observation Documentation	\$100 per occurrence	\$250 per occurrence on second violation	\$500 per occurrence on third violation and any subsequent violations.	
3.1 Procedure	Contractor shall open Work Orders in AFMIS within one (1) hour of vehicle arriving at the facility for service or two (2) hours if the vehicle is dropped off by tow truck or during the weekend and comply with provisions as set forth.	AFMIS Observation Documentation	\$100 per occurrence	\$250 per occurrence on second violation	\$500 per occurrence on third violation and any subsequent violations.	
3.2 Turnaround Time	Adhere to the turnaround times set forth in Attachment 3 (Turnaround Time).	AFMIS Observation	\$250 per each business day in excess of turnaround time	N/A	N/A	
3.3 Estimates	Conform to Estimate Requirements as set forth.	AFMIS Observation Documentation	\$100 first occurrence	\$250 per occurrence on second violation	\$500 per occurrence on third and subsequent violations.	
3.5.1 Enter Information into AFMIS	Contractor shall enter information into AFMIS timely and accurately as specified in this Contract.	AFMIS	\$100 per occurrence	N/A	N/A	
4 Maintenance & Repairs	Adhere to the maintenance and repair requirements as set forth.	Observation and Documentation	\$100 per occurrence	\$250 per occurrence on second violation.	\$500 per occurrence on third violation and any subsequent violations.	
4.5 Vehicle Inspections	Adhere to vehicle inspection requirements.	AFMIS Observation Documentation	\$100 per occurrence	\$250 per occurrence on second violation.	\$500 per occurrence on third violation and any subsequent violations.	

PERFORMANCE REQUIREMENTS SUMMARY

Statement of Work					
REFERENCE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTION/FEE PER VIOLATION		
			1st	2nd	3rd
5.1	Roadside Assistance and Towing Services	Observation and Documentation	\$100 per occurrence	\$250 per occurrence on second violation.	\$500 per occurrence on third violation and any subsequent violations.
6	Motor Pool Management	AFMIS	\$100 per occurrence	\$250 per occurrence on second violation.	\$500 per occurrence on third violation and any subsequent violations.
7.3	Parts Management	AFMIS Observation Documentation	\$100 per occurrence	\$250 per occurrence on second violation.	\$500 per occurrence on third violation and any subsequent violations.
8.1	Workmanship Warranty	AFMIS Observation Documentation	\$100 per occurrence	\$250 per occurrence on second violation.	\$500 per occurrence on third violation and any subsequent violations.
9.2	Days and Hours	Observation	\$500 for each day facility is not in compliance	\$750 for each day facility is not in compliance upon second violation	\$1000 for each day facility is not in compliance upon third violation
9.5	Facility Maintenance	Observation	\$100 per occurrence	N/A	N/A
9.7	Facility Lot Check	Submittal of Report	\$100 per occurrence	N/A	N/A

PERFORMANCE REQUIREMENTS SUMMARY

Statement of Work					
REFERENCE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTION/FEE PER VIOLATION		
			1st	2nd	3rd
9.8	Shop Equipment Notify County within twenty-four (24) hours of discovery of any equipment breakdown or malfunction.	Observation	\$100 per occurrence	N/A	N/A
9.10	Waste Management Dispose of all hazardous trash and waste generated according to all applicable laws and EPA regulations.	Observation and Inspections from Regulatory Agencies	\$250 per violation and payment of any fines incurred	N/A	N/A
10.6	Training Contractor shall ensure that personnel are trained, and technicians shall attend scheduled County training programs, as required.	Observation, Proof of Training	\$250 per occurrence	N/A	N/A
16.3	Quality Control Contractor shall submit a Quality Control Plan within 15 business days upon request.	Submittal of Report	\$100 per occurrence	N/A	N/A
16.4	Scheduled Meetings County and Contractor shall mutually agree to meet as needed throughout the life of the Contract.	Observation Sign-in sheet	\$100 first occurrence	\$250 second occurrence	\$500 third occurrence and any subsequent missed meetings in a one (1) Fiscal Year Period
16.6	Performance Requirements Contractor shall resolve the problem within five (5) business days after notification, or a time period mutually agreed upon by County and Contractor.	Inspection Contract Discrepancy Report	\$500 per occurrence	N/A	N/A
16.6	Performance Requirements Contractor shall submit a corrective action plan for all deficiencies identified in the CDR to ISD Fleet within fifteen (15) days of CDR notice.	Inspection Contract Discrepancy Report	\$200 per occurrence	N/A	N/A

CONTRACT DISCREPANCY REPORT

TO: _____

FROM: _____

DATES: _____

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of Contractor Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

EXHIBIT B

PRICING SCHEDULE

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

DESCRIPTION	UNIT			
		2024	2025	2026
Services				
Light-Duty	Hourly Rate	\$ 78.65	\$ 81.33	\$ 84.10
Heavy-Duty	Hourly Rate	\$ 89.15	\$ 92.20	\$ 95.34
Off-road	Hourly Rate	\$ 92.72	\$ 95.88	\$ 99.16
Body Repair	Hourly Rate	\$ 79.13	\$ 81.83	\$ 84.62
Paint Supplies	Hourly Rate	\$ 33.94	\$ 35.03	\$ 36.15
Tear Down (prior County approval required)	Hourly Rate	\$ 79.13	\$ 81.83	\$ 84.62
Motor Pool Vehicle Management	Monthly Flat Rate - Eastern Facility	\$ 284.59	\$ 293.13	\$ 301.92
	Monthly Flat Rate - Alameda Facility	\$ 284.59	\$ 293.13	\$ 301.92
	Monthly Flat Rate - Culver City Facility	\$ 284.59	\$ 293.13	\$ 301.92
	Monthly Flat Rate - Monrovia Facility	\$ 284.59	\$ 293.13	\$ 301.92
	Monthly Flat Rate - Mira Loma Facility	\$ 284.59	\$ 293.13	\$ 301.92
Car Wash	Flat rate per vehicle (sedans, small trucks)	\$ 36.00	\$ 37.08	\$ 38.19
Sublet Services	Percentage Markup over Actual Net Cost	9.00%	9.00%	9.00%

Services - NOT Subject to Living Wage Requirements

Pricing for the services identified in SOW, paragraph 5.0 (Maintenance and Repair - Not Subject to Living Wage Requirements) must be provided

Sublet Services	Percentage Markup over Actual Net Cost	9.00%	9.00%	9.00%
Mobile	Hourly Rate	\$ 75.59	\$ 78.17	\$ 80.83

Hazardous Waste Disposal

County will reimburse Contractor with actual pass through fees (no administrative fees).

Waste Oils, Filters	Flat Rate Each Applicable Work Order	\$ 6.96	\$ 7.17	\$ 7.39
Corrupted Fuel	Flat Rate Each 55 Gallon Drum Exchange	\$ 270.78	\$ 278.90	\$ 287.27
Tire Disposal	Flat Rate Each Tire - Passenger	\$ 1.31	\$ 1.35	\$ 1.39
	Flat Rate Each Tire - Light Truck	\$ 1.31	\$ 1.35	\$ 1.39
	Flat Rate Each Tire - Heavy Truck	\$ 1.31	\$ 1.35	\$ 1.39

Parts

Part	Percentage Markup over Actual Net Cost	9.00%	9.00%	9.00%
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**Exhibit C
LIVING WAGE PROGRAM
STAFFING PLAN**

This form excludes the services identified in SOW, paragraph 5.0 (Maintenance and Repair (Not Subject to Living Wage Requirements)).

FACILITY	EMPLOYEE	POSITION TITLE	FULL/ PART	WORK SCHEDULE	HRS/DAY	HOURS							WEEKLY HOURS			HOURLY RATES		
						MON	TUE	WED	THU	FRI	SAT	SUN	COUNTY	NON-COUNTY	TOTAL	2024	2025	2026
Eastern - LA	Acosta, Samuel A	Project Manager	Full Time	M-F 7:00 AM - 4:00 PM	8.00	8.0	8.0	8.0	8.0	8.0	0.0	0.0	40.0	0.0	40.0	\$ 64.50	\$ 66.56	\$ 68.69
Eastern - LA	Fines, Cynthia L	Sr Administrator/Payroll	Full Time	M-F 7:00 AM - 4:00 PM	8.00	8.0	8.0	8.0	8.0	0.0	0.0	0.0	40.0	0.0	40.0	\$ 30.96	\$ 31.95	\$ 32.97
Eastern - LA	Salmeron, Jessica	Administrator	Full Time	M-F 7:00 AM - 4:00 PM	8.00	8.0	8.0	8.0	8.0	0.0	0.0	0.0	40.0	0.0	40.0	\$ 21.67	\$ 22.37	\$ 23.08
Eastern - LA	Terranal, Paul F	Operations Manager	Full Time	M-F 7:00 AM - 4:00 PM	8.00	8.0	8.0	8.0	8.0	0.0	0.0	0.0	40.0	0.0	40.0	\$ 34.73	\$ 35.84	\$ 36.99
Alameda - LA	Machado, Nikolas F	Supervisor	Full Time	M-F 6:30 AM - 3:30 PM	8.00	8.0	8.0	8.0	8.0	0.0	0.0	0.0	40.0	0.0	40.0	\$ 31.99	\$ 33.02	\$ 34.07
Alameda - LA	Nunez, Christopher	Light Tech III	Full Time	M-F 7:00 AM - 4:00 PM	8.00	8.0	8.0	8.0	8.0	0.0	0.0	0.0	40.0	0.0	40.0	\$ 35.74	\$ 36.89	\$ 38.07
Alameda - LA	Rocha, Jesus C	Light Tech III	Full Time	M-F 7:00 AM - 4:00 PM	8.00	8.0	8.0	8.0	8.0	0.0	0.0	0.0	40.0	0.0	40.0	\$ 35.74	\$ 36.89	\$ 38.07
Alameda - LA	Andrade, Jose E	Light Tech I	Full Time	M-F 7:00 AM - 4:00 PM	8.00	8.0	8.0	8.0	8.0	0.0	0.0	0.0	40.0	0.0	40.0	\$ 28.76	\$ 29.68	\$ 30.63
Culver City - LA	Wahheed, Nurudeen A	Light Tech I	Full Time	M-F 7:00 AM - 4:00 PM	8.00	8.0	8.0	8.0	8.0	0.0	0.0	0.0	40.0	0.0	40.0	\$ 23.43	\$ 24.18	\$ 24.95
Culver City - LA	Brown, Bernard	Supervisor	Full Time	M-F 7:00 AM - 4:00 PM	8.00	8.0	8.0	8.0	8.0	0.0	0.0	0.0	40.0	0.0	40.0	\$ 31.99	\$ 33.02	\$ 34.07
Eastern - LA	Aguire, Juan A	Light Tech III	Full Time	M-F 7:00 AM - 4:00 PM	8.00	8.0	8.0	8.0	8.0	0.0	0.0	0.0	40.0	0.0	40.0	\$ 35.74	\$ 36.89	\$ 38.07
Eastern - LA	Armijo, Anthony D	Light Tech II	Full Time	M-F 7:00 AM - 4:00 PM	8.00	8.0	8.0	8.0	8.0	0.0	0.0	0.0	40.0	0.0	40.0	\$ 25.56	\$ 26.38	\$ 27.22
Eastern - LA	Avila, Juan E	Light Tech I	Full Time	M-F 7:00 AM - 4:00 PM	8.00	8.0	8.0	8.0	8.0	0.0	0.0	0.0	40.0	0.0	40.0	\$ 22.70	\$ 23.43	\$ 24.18
Eastern - LA	Bassett, Robyn L	Serv Writer	Full Time	M-F 7:00 AM - 4:00 PM	8.00	8.0	8.0	8.0	8.0	0.0	0.0	0.0	40.0	0.0	40.0	\$ 21.67	\$ 22.37	\$ 23.08
Eastern - LA	Calderon, Ivan R	Light Tech I	Full Time	M-F 7:00 AM - 4:00 PM	8.00	8.0	8.0	8.0	8.0	0.0	0.0	0.0	40.0	0.0	40.0	\$ 22.70	\$ 23.43	\$ 24.18
Eastern - LA	Carlos, Paul	Hvy Tech III	Full Time	M-F 7:00 AM - 4:00 PM	8.00	8.0	8.0	8.0	8.0	0.0	0.0	0.0	40.0	0.0	40.0	\$ 35.78	\$ 36.93	\$ 38.11
Eastern - LA	Cerda, Luis M	Serv Writer	Full Time	M-F 7:00 AM - 4:00 PM	8.00	8.0	8.0	8.0	8.0	0.0	0.0	0.0	40.0	0.0	40.0	\$ 22.70	\$ 23.43	\$ 24.18
Eastern - LA	Cerpa, Juan	Hvy Tech III	Full Time	M-F 7:00 AM - 4:00 PM	8.00	8.0	8.0	8.0	8.0	0.0	0.0	0.0	40.0	0.0	40.0	\$ 35.78	\$ 36.93	\$ 38.11
Eastern - LA	Cervantes, Albert	Supervisor Hvy	Full Time	M-F 7:00 AM - 4:00 PM	8.00	8.0	8.0	8.0	8.0	0.0	0.0	0.0	40.0	0.0	40.0	\$ 36.64	\$ 37.81	\$ 39.02
Eastern - LA	Chong, Lesly	Supervisor	Full Time	M-F 7:00 AM - 4:00 PM	8.00	8.0	8.0	8.0	8.0	0.0	0.0	0.0	40.0	0.0	40.0	\$ 29.41	\$ 30.35	\$ 31.32
Eastern - LA	Catalan, Sergio G	Parts Clerk	Full Time	M-F 7:00 AM - 4:00 PM	8.00	8.0	8.0	8.0	8.0	0.0	0.0	0.0	40.0	0.0	40.0	\$ 21.67	\$ 22.37	\$ 23.08
Eastern - LA	Galdamez Cardoso, Alberto	Hvy Tech III	Full Time	M-F 7:00 AM - 4:00 PM	8.00	8.0	8.0	8.0	8.0	0.0	0.0	0.0	40.0	0.0	40.0	\$ 36.21	\$ 37.37	\$ 38.57
Eastern - LA	Ganbay, Luis D	Serv Writer	Full Time	M-F 7:00 AM - 4:00 PM	8.00	8.0	8.0	8.0	8.0	0.0	0.0	0.0	40.0	0.0	40.0	\$ 23.22	\$ 23.96	\$ 24.73
Eastern - LA	Gomez Guerrero, Brigido	Light Tech I	Full Time	M-F 7:00 AM - 4:00 PM	8.00	8.0	8.0	8.0	8.0	0.0	0.0	0.0	40.0	0.0	40.0	\$ 22.70	\$ 23.43	\$ 24.18
Eastern - LA	Gutierrez, Arturo	Supervisor Light	Full Time	M-F 7:00 AM - 4:00 PM	8.00	8.0	8.0	8.0	8.0	0.0	0.0	0.0	40.0	0.0	40.0	\$ 33.02	\$ 34.08	\$ 35.17
Eastern - LA	Hernandez, Victor M	Light Tech I	Full Time	M-F 7:00 AM - 4:00 PM	8.00	8.0	8.0	8.0	8.0	0.0	0.0	0.0	40.0	0.0	40.0	\$ 22.70	\$ 23.43	\$ 24.18
Eastern - LA	Mack, David E	Light Tech I	Full Time	M-F 7:00 AM - 4:00 PM	8.00	8.0	8.0	8.0	8.0	0.0	0.0	0.0	40.0	0.0	40.0	\$ 22.70	\$ 23.43	\$ 24.18
Eastern - LA	Martinez, Miguel A	Light Tech I	Full Time	M-F 7:00 AM - 4:00 PM	8.00	8.0	8.0	8.0	8.0	0.0	0.0	0.0	40.0	0.0	40.0	\$ 22.70	\$ 23.43	\$ 24.18
Eastern - LA	Matsubara, William A	Light Tech I	Full Time	M-F 7:00 AM - 4:00 PM	8.00	8.0	8.0	8.0	8.0	0.0	0.0	0.0	40.0	0.0	40.0	\$ 22.70	\$ 23.43	\$ 24.18
Eastern - LA	Meza, Daniel	Light Tech II	Full Time	M-F 7:00 AM - 4:00 PM	8.00	8.0	8.0	8.0	8.0	0.0	0.0	0.0	40.0	0.0	40.0	\$ 35.74	\$ 36.89	\$ 38.07
Eastern - LA	Movido, Alfredo G	Light Tech II	Full Time	M-F 7:00 AM - 4:00 PM	8.00	8.0	8.0	8.0	8.0	0.0	0.0	0.0	40.0	0.0	40.0	\$ 35.74	\$ 36.89	\$ 38.07
Eastern - LA	Pena, Gerardo G	Light Tech II	Full Time	M-F 7:00 AM - 4:00 PM	8.00	8.0	8.0	8.0	8.0	0.0	0.0	0.0	40.0	0.0	40.0	\$ 27.69	\$ 28.58	\$ 29.49
Eastern - LA	Portillo, Oscar M	Hvy Tech III	Full Time	M-F 7:00 AM - 4:00 PM	8.00	8.0	8.0	8.0	8.0	0.0	0.0	0.0	40.0	0.0	40.0	\$ 36.21	\$ 37.37	\$ 38.57
Eastern - LA	Quezada, Jesse	Supervisor	Full Time	M-F 7:00 AM - 4:00 PM	8.00	8.0	8.0	8.0	8.0	0.0	0.0	0.0	40.0	0.0	40.0	\$ 31.99	\$ 33.02	\$ 34.07
Eastern - LA	Fernandez, Jorge	Body Man	Full Time	M-F 7:00 AM - 4:00 PM	8.00	8.0	8.0	8.0	8.0	0.0	0.0	0.0	40.0	0.0	40.0	\$ 28.90	\$ 29.82	\$ 30.77
Eastern - LA	Herrera, Jose T	Painter	Full Time	M-F 7:00 AM - 4:00 PM	8.00	8.0	8.0	8.0	8.0	0.0	0.0	0.0	40.0	0.0	40.0	\$ 34.63	\$ 35.74	\$ 36.89
Eastern - LA	Hughes, Jasper N	Dismantler	Full Time	M-F 7:00 AM - 4:00 PM	8.00	8.0	8.0	8.0	8.0	0.0	0.0	0.0	40.0	0.0	40.0	\$ 19.50	\$ 20.14	\$ 20.78
Eastern - LA	Vasquez, Juan C	Light Tech I	Full Time	M-F 7:00 AM - 4:00 PM	8.00	8.0	8.0	8.0	8.0	0.0	0.0	0.0	40.0	0.0	40.0	\$ 22.70	\$ 23.43	\$ 24.18
Eastern - LA	Villalta, William A	Light Tech I	Full Time	M-F 7:00 AM - 4:00 PM	8.00	8.0	8.0	8.0	8.0	0.0	0.0	0.0	40.0	0.0	40.0	\$ 22.70	\$ 23.43	\$ 24.18
Eastern - LA	Vacant	Light Tech I	Full Time	M-F 7:00 AM - 4:00 PM	8.00	8.0	8.0	8.0	8.0	0.0	0.0	0.0	40.0	0.0	40.0	\$ 22.70	\$ 23.43	\$ 24.18
Mira Loma - LA	Duarte, Ricardo	Light Tech II	Full Time	M-F 7:00 AM - 4:00 PM	8.00	8.0	8.0	8.0	8.0	0.0	0.0	0.0	40.0	0.0	40.0	\$ 25.56	\$ 26.38	\$ 27.22
Mira Loma - LA	Hixon, Jamie C	Light Tech III	Full Time	M-F 7:00 AM - 4:00 PM	8.00	8.0	8.0	8.0	8.0	0.0	0.0	0.0	40.0	0.0	40.0	\$ 35.74	\$ 36.89	\$ 38.07
Mira Loma - LA	Recinos Garibay, Mario	Serv Writer	Full Time	M-F 7:00 AM - 4:00 PM	8.00	8.0	8.0	8.0	8.0	0.0	0.0	0.0	40.0	0.0	40.0	\$ 20.64	\$ 21.30	\$ 21.98
Mira Loma - LA	Resendiz, Jose	Supervisor	Full Time	M-F 7:00 AM - 4:00 PM	8.00	8.0	8.0	8.0	8.0	0.0	0.0	0.0	40.0	0.0	40.0	\$ 31.99	\$ 33.02	\$ 34.07
Monrovia - LA	Fernandez, Clarenzio T	Light Tech I	Full Time	M-F 7:00 AM - 4:00 PM	8.00	8.0	8.0	8.0	8.0	0.0	0.0	0.0	40.0	0.0	40.0	\$ 22.70	\$ 23.43	\$ 24.18

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Christie Carr

Title: Contracts Division Manager

Address: 1100 N. Eastern Ave.

Los Angeles, CA 90063

Telephone: 323-267-3101 Facsimile: _____

E-Mail Address: ccarr@isd.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Michael Eugene

Title: Division Manager

Address: 1100 N. Eastern Ave.

Los Angeles, CA 90063

Telephone: 323-267-2107 Facsimile: _____

E-Mail Address: meugene@isd.lacounty.gov

COUNTY CONTRACT PROJECT MONITOR:

Name: Michael Sanchez

Title: ISD Fleet Section Manager

Address: 1104 N. Eastern Ave.

Los Angeles, CA 90063

Telephone: 323-881-3742 Facsimile: _____

E-Mail Address: msanchez@isd.lacounty.gov

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** Centerra Integrated Fleet Services, LLC**CONTRACT NO:** _____**CONTRACTOR'S PROJECT MANAGER:** Samuel AcostaName: Samuel AcostaTitle: Project ManagerAddress: Eastern Ave - Los Angeles

Telephone: _____

Facsimile: _____

E-Mail Address: samuel.acosta@constellis.com**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**Name: Stephen SlossTitle: Sr. Director, Contracts and ProcurementAddress: 13530 Dulles Technology Drive | Herndon, VA 20171Telephone: 703-673-5062Facsimile: 703-673-1217E-Mail Address: stephen.sloss@constellis.comName: James NoeTitle: President, Glob Support Ops • Executive Management TeamAddress: Moyock, NC

Telephone: _____

Facsimile: _____

E-Mail Address: jnoe@constellis.com**Notices to Contractor shall be sent to the following:**Name: Langton MahechaniTitle: Contracts ManagerAddress: 13530 Dulles Technology Drive | Herndon, VA 20171Telephone: +1 703-673-2955

Facsimile: _____

E-Mail Address: Langton.Mahechani@constellis.com

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

A determination must be made whether the Contactor will complete a Confidentiality Agreement on behalf of its employees or whether the Contractor's employees and non-employees will complete the Confidentiality Agreements individually.

F1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

OR

F2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT

F3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

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

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A
BETTER CHOICE.
SAFELY SURRENDER
YOUR BABY.



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or **BabySafeLA.org**

English, Spanish and 140 other languages spoken.



**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

PAYROLL STATEMENT OF COMPLIANCE

I, _____, _____
(Name of Owner or Company Representative) (Title)

Do hereby state:

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

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

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

Print Name and Title	Owner or Company Representative Signature: Date:
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THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD CONSISTENT WITH THE SERIOUSNESS OF THE VIOLATION.

INTENTIONALLY OMITTED

INTENTIONALLY OMITTED

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

The County of Los Angeles ("County") is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit ("Exhibit") sets forth the County and the Contractor's commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the "Contract") and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit shall prevail unless stated otherwise.

1. DEFINITIONS

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.

- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor shall maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

Contractor's Information Security Program shall include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor shall exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
 - Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
 - Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
 - Protect against accidental loss or destruction of, or damage to, County Information; and
 - Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.
- b. **Privacy Program.** The Contractor shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program shall include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor shall exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program shall include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County shall retain exclusive rights and ownership thereto. County Information shall not be used by the Contractor for any purpose other than as required under this Contract, nor shall such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor shall collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

5. SHARING COUNTY INFORMATION AND DATA

The Contractor shall not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

6. CONFIDENTIALITY

- a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor shall notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings,

schematics, manuals, sealed court records, and other materials described and/or identified as “Internal Use”, “Confidential” or “Restricted” as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. The Contractor shall not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.

- d. **Individual Requests.** The Contractor shall acknowledge any request or instructions from the County regarding the exercise of any individual’s privacy rights provided under applicable federal or state laws. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor shall notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

The Contractor shall perform background and security investigation procedures in the manner prescribed in this section unless the Contract prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this section.

To the extent permitted by applicable law, the Contractor shall screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of the Contractor’s staff passes or fails the background investigation. The Contractor, in compliance with its legal obligations, shall conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

The Contractor shall require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Contract, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor shall supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

The Contractor shall have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

8. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit shall also apply to all Subcontractors and third parties. The Contractor or third party shall be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor shall be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

The Contractor shall obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

In addition, the Contractor shall not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor shall return or destroy County Information in the manner prescribed in this section unless the Contract prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Contract for any reason, Contractor shall (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor shall provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor shall return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.
- b. **Method of Destruction.** The Contractor shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor shall: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups shall be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by the Contractor at off-site facilities.

The Contractor shall implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;

- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor shall record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor shall ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

14. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Contractor shall:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications shall be submitted via encrypted email and telephone.

County Chief Information Security Officer and Chief Privacy Officer email

CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

Ralph Johnson
Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5600

Chief Privacy Officer:

Lillian Russell
Chief Privacy Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 351-5363

Departmental Information Security Officer:

Joel Simangan
Departmental Information Security Officer and Privacy Officer
9150 E Imperial Hwy
Downey, CA 90242
(562) 940-2373
JSimangan@isd.lacounty.gov

- b. Include the following Information in all notices:
 - i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of County Information involved in the reported Incident, and
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
 - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Contract and Exhibit, The Contractor shall be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

15. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY shall constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

16. AUDIT AND INSPECTION

- a. **Self-Audits.** The Contractor shall periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including

penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor shall have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor shall provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor shall promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section shall be provided at no additional charge to the County.

- b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, shall have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor shall complete a questionnaire regarding Contractor's Information Security and/or program. The County shall pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor shall bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Contract.

Such audit shall be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor shall cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access shall extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

17. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Contract, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees,

accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of this Contract or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

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

LIST OF COUNTY FACILITIES

	Facility Location	Address	City	Zip Code
1.	Eastern	1104 N. Eastern Ave.	Los Angeles	90063
2.	Alameda	1055 N. Alameda St.	Los Angeles	90012
3.	Culver City	11236 Playa Ct.	Culver City	90230
4.	Monrovia	1703 Mountain Ave.	Monrovia	91016
5.	Mira Loma	45000 N. 60 th St. W.	Lancaster	93536

INTERNAL SERVICES DEPARTMENT
VEHICLE FLEET MAINTENANCE AND REPAIR SERVICES
PROP A COST ANALYSIS - CENTERRA INTERGRATED FLEET SERVICES, LLC

ESTIMATED CONTRACTOR COSTS ¹					COUNTY AVOIDABLE COSTS							
SERVICES	2024 RATE/HOUR	2025 RATE/HOUR ²	PROJECTED ANNUAL HOURS ³	ANNUAL MECHANICAL SERVICE COST ⁴	ITEM NO	CLASSIFICATION ²⁵	PROPOSED COUNTY STAFFING ^{11, 12, 13}	(a)	(b)	(c)	(d)	TOTAL ANNUAL SALARIES AND EMPLOYEE BENEFITS (b) + (c) + (d)
							ANNUAL SALARIES ¹⁵	TOP STEP VARIANCE (a) x 95.4748% ¹⁶	EMPLOYEE BENEFITS (b) x 49.834% ¹⁷	BONUS ²⁸		
Light Duty	\$78.65	\$81.33	34,480.49	\$2,750,393.75	1082	ADMINISTRATIVE MANAGER XIII, ISD ²⁴	0.0	\$ -	\$ -	\$ -	\$ -	\$ -
Heavy Duty	\$89.15	\$92.20	12,300.78	\$1,112,246.78	2102	SENIOR SECRETARY III ²⁴	0.0	\$ -	\$ -	\$ -	\$ -	\$ -
Off-Road	\$92.72	\$95.88	779.66	\$73,316.63	1078	ADMINISTRATIVE MANAGER X, ISD	2.0	\$ 312,438.48	\$ 298,300.01	\$ 148,654.83	\$ -	\$ 446,954.84
Body Repair	\$79.13	\$81.83	5,173.51	\$415,200.37	7446	SHOP Supt, PUBLIC WORKS ¹⁸	4.0	\$ 480,777.76	\$ 480,777.76	\$ 239,590.79	\$ -	\$ 720,368.55
Paint Supplies	\$33.94	\$35.03	4,743.50	\$163,148.73	6014	GARAGE ATTENDANT II ²⁶	4.0	\$ 234,632.80	\$ 224,015.20	\$ 111,635.73	\$ -	\$ 335,650.93
Tear Down (prior County approval required)	\$79.13	\$81.83	0.00	\$0.00	0907	STAFF ASSISTANT I	1.0	\$ 69,884.04	\$ 66,721.65	\$ 33,250.07	\$ -	\$ 99,971.71
Total			57,477.94	\$4,514,306.25	4231	SUPVG CONTRACT PROGRAM MONITOR, ISD ²⁴	0.0	\$ -	\$ -	\$ -	\$ -	\$ -
					4229	CONTRACT PROGRAM MONITOR ²⁴	0.0	\$ -	\$ -	\$ -	\$ -	\$ -
CAR WASH	2024 RATE/WASH	2025 RATE/WASH²	PROJECTED ANNUAL CAR WASH⁶	ANNUAL CAR WASH COST⁵	7437	POWER EQUIP TECHNICIAN SUPERVISOR ¹⁸	7.0	\$ 663,502.84	\$ 663,502.84	\$ 330,650.01	\$ 12,480.00	\$ 1,006,632.85
Flat Wash Fee ²³	\$36.00	\$37.08	268	\$9,756.45	7436	POWER EQUIP TECHNICIAN WKG SUPVR ¹⁸	6.0	\$ 543,994.80	\$ 543,994.80	\$ 271,094.37	\$ 10,400.00	\$ 825,489.17
					7433	POWER EQUIPMENT TECHNICIAN ¹⁸	72.0	\$ 6,079,772.16	\$ 6,079,772.16	\$ 3,029,793.66	\$ 112,320.00	\$ 9,221,885.82
					7465	BODY & FENDER MECHANIC WKG SUPVR ¹⁸	2.0	\$ 181,328.56	\$ 181,328.56	\$ 90,363.27	\$ -	\$ 271,691.83
					7000	POWER EQUIPMENT PAINTER ¹⁸	3.0	\$ 247,107.12	\$ 247,107.12	\$ 123,143.36	\$ -	\$ 370,250.48
MOTOR POOL	2024 MONTHLY FLAT RATE/FACILITY²	2025 MONTHLY FLAT RATE/FACILITY²	PROJECTED ANNUAL COSTS	CONTRACTOR MARK-UP (9.00%)²	ANNUAL PARTS & SUBLETS COST⁵	7461	BODY & FENDER MECHANIC ¹⁸	8.0	\$ 675,530.24	\$ 675,530.24	\$ 336,643.74	\$ 1,012,173.98
Motor Pool Management ²⁷	\$284.59	\$293.13			7427	POWER EQUIP TECHNICIAN HELPER II	19.0	\$ 1,311,421.80	\$ 1,252,077.34	\$ 623,960.22	\$ 31,200.00	\$ 1,907,237.56
					2216	SENIOR TYPIST-CLERK	2.0	\$ 123,563.60	\$ 117,972.10	\$ 58,790.22	\$ -	\$ 176,762.32
					0889	ADMINISTRATIVE ASSISTANT III	1.0	\$ 97,960.72	\$ 93,527.80	\$ 46,608.64	\$ -	\$ 140,136.45
					1007	ADMINISTRATIVE SERVICES MANAGER II	1.0	\$ 127,000.32	\$ 121,253.30	\$ 60,425.37	\$ -	\$ 181,678.67
					2214	INTERMEDIATE TYPIST-CLERK	3.0	\$ 164,242.92	\$ 156,810.60	\$ 78,144.99	\$ -	\$ 234,955.59
					2344	PROCUREMENT ASSISTANT I	1.0	\$ 70,644.72	\$ 67,447.91	\$ 33,611.99	\$ -	\$ 101,059.89
					2346	PROCUREMENT ASSISTANT II	1.0	\$ 78,738.92	\$ 75,175.83	\$ 37,463.12	\$ -	\$ 112,638.95
WASTE DISPOSAL¹⁰	2024 RATE/DISPOSAL²	2025 RATE/DISPOSAL²	PROJECTED ANNUAL QTY	ANNUAL DISPOSAL COST⁵	Total		137.0	\$ 11,462,541.80	\$ 11,345,315.21	\$ 5,653,824.38	\$ 166,400.00	\$ 17,165,539.60
Waste Oils, Filters	\$6.96	\$7.17	6635	\$ 46,760.16	ANNUAL LABOR COSTS							\$ 17,165,539.60
Tire Disposal	\$1.31	\$1.35	1642	\$ 2,178.39	ANNUAL SERVICES & SUPPLIES COSTS¹⁹							\$ 66,539.80
Total			8277	\$ 48,938.55	ANNUAL PARTS & SUBLETS COSTS^{7, 20}							\$ 6,007,465.54
					ANNUAL INDIRECT COSTS¹⁴							\$ 468,217.04
					TOTAL ESTIMATED AVOIDABLE COSTS							\$ 23,707,761.98
TOTAL ESTIMATED CONTRACTOR COSTS⁸				\$ 11,138,427.59	START-UP COSTS²¹							\$ 3,566,788.09

TOTAL ESTIMATED AVOIDABLE COSTS (EXCLUDING NON-RECURRING START-UP COSTS):	\$ 23,707,761.98
TOTAL ESTIMATED CONTRACT COSTS:	\$ 11,138,427.59
ESTIMATED CONTRACT MONITORING COSTS: ²²	\$ 118,330.10
ESTIMATED SAVINGS FROM CONTRACTING:	\$ 12,451,004.28
ESTIMATED SAVINGS PERCENTAGE:	52.5%
TOTAL ESTIMATED ONE-TIME START-UP COSTS ²¹ :	\$ 3,566,788.09
UP COSTS	\$ 16,017,792.38
ESTIMATED SAVINGS PERCENTAGE INCLUDING NON-RECURRING START-UP COSTS:	58.7%

INTERNAL SERVICES DEPARTMENT
VEHICLE FLEET MAINTENANCE AND REPAIR SERVICES
PROP A COST ANALYSIS - CENTERRA INTERGRATED FLEET SERVICES, LLC

ESTIMATED CONTRACTOR COSTS ¹					COUNTY AVOIDABLE COSTS										
SERVICES	2025 RATE/HOUR ²	2026 RATE/HOUR ²	PROJECTED ANNUAL HOURS ³	ANNUAL MECHANICAL SERVICE COST ⁵	ITEM NO	CLASSIFICATION ²⁵	(a)		(b)		(c)		(d)		TOTAL ANNUAL SALARIES AND EMPLOYEE BENEFITS (b) + (c) + (d)
							PROPOSED COUNTY STAFFING ^{11, 12, 13}	ANNUAL SALARIES ¹⁵	TOP STEP VARIANCE (a) x ¹⁶	95.4748%	EMPLOYEE BENEFITS (b) x ¹⁷	49.834%	BONUS ²⁸		
Light Duty	\$81.33	\$84.10	34,487.06	\$2,844,636.73	1082	ADMINISTRATIVE MANAGER XIII,ISD ²⁴	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Heavy Duty	\$92.20	\$95.34	9,294.64	\$869,126.30	2102	SENIOR SECRETARY III ²⁴	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Off-Road	\$95.88	\$99.16	1,597.15	\$155,317.51	1078	ADMINISTRATIVE MANAGER X,ISD	2.0	\$ 312,438.48	\$ 298,300.01	\$ 148,654.83	\$ -	\$ -	\$ -	\$ -	\$ 446,954.84
Body Repair	\$81.83	\$84.62	5,173.51	\$429,362.86	7446	SHOP SUPT,PUBLIC WORKS ¹⁸	4.0	\$ 485,875.68	\$ 485,875.68	\$ 242,131.29	\$ -	\$ -	\$ -	\$ -	\$ 728,006.97
Paint Supplies	\$35.03	\$36.15	5,062.00	\$179,684.13	6014	GARAGE ATTENDANT II ²⁶	4.0	\$ 237,120.00	\$ 226,389.85	\$ 112,819.12	\$ -	\$ -	\$ -	\$ -	\$ 339,208.96
Tear Down (prior County approval required)	\$81.83	\$84.62	0.00	\$0.00	0907	STAFF ASSISTANT I	1.0	\$ 70,628.76	\$ 67,432.67	\$ 33,604.40	\$ -	\$ -	\$ -	\$ -	\$ 101,037.06
Total			55,614.37	\$4,478,127.53	4231	SUPVGR CONTRACT PROGRAM MONITOR,ISD ²⁴	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					4229	CONTRACT PROGRAM MONITOR ²⁴	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CAR WASH	2025 RATE/WASH ²	2026 RATE/WASH ²	PROJECTED ANNUAL CAR WASH ⁵	ANNUAL CAR WASH COST ⁵	7437	POWER EQUIP TECHNICIAN SUPERVISOR ¹⁸	7.0	\$ 670,538.40	\$ 670,538.40	\$ 334,156.11	\$ 12,480.00	\$ -	\$ -	\$ -	\$ 1,017,174.51
Flat Wash Fee ²³	\$37.08	\$38.19	268	\$10,048.88	7436	POWER EQUIP TECHNICIAN WKG SUPVR ¹⁸	6.0	\$ 549,763.20	\$ 549,763.20	\$ 273,968.99	\$ 10,400.00	\$ -	\$ -	\$ -	\$ 834,132.19
					7433	POWER EQUIPMENT TECHNICIAN ¹⁸	72.0	\$ 6,144,240.96	\$ 6,144,240.96	\$ 3,061,921.04	\$ 112,320.00	\$ -	\$ -	\$ -	\$ 9,318,482.00
					7465	BODY & FENDER MECHANIC WKG SUPVR ¹⁸	2.0	\$ 183,251.28	\$ 183,251.28	\$ 91,321.44	\$ -	\$ -	\$ -	\$ -	\$ 274,572.72
MOTOR POOL	2025 MONTHLY FLAT RATE/FACILITY ²	2026 MONTHLY FLAT RATE/FACILITY ²		ANNUAL MOTOR POOL COST ⁵	7000	POWER EQUIPMENT PAINTER ¹⁸	3.0	\$ 249,727.32	\$ 249,727.32	\$ 124,449.11	\$ -	\$ -	\$ -	\$ -	\$ 374,176.43
Motor Pool Management ²⁷	\$293.13	\$301.92		\$17,807.55	7461	BODY & FENDER MECHANIC ¹⁸	8.0	\$ 682,693.44	\$ 682,693.44	\$ 340,213.45	\$ -	\$ -	\$ -	\$ -	\$ 1,022,906.89
					7427	POWER EQUIP TECHNICIAN HELPER II	19.0	\$ 1,325,364.00	\$ 1,265,388.63	\$ 630,593.77	\$ 31,200.00	\$ -	\$ -	\$ -	\$ 1,927,182.40
					2216	SENIOR TYPIST-CLERK	2.0	\$ 124,878.48	\$ 119,227.48	\$ 59,415.82	\$ -	\$ -	\$ -	\$ -	\$ 178,643.30
					0889	ADMINISTRATIVE ASSISTANT III	1.0	\$ 98,998.92	\$ 94,519.02	\$ 47,102.61	\$ -	\$ -	\$ -	\$ -	\$ 141,621.63
					1007	ADMINISTRATIVE SERVICES MANAGER II	1.0	\$ 127,000.32	\$ 121,253.30	\$ 60,425.37	\$ -	\$ -	\$ -	\$ -	\$ 181,678.67
					2214	INTERMEDIATE TYPIST-CLERK	3.0	\$ 165,989.52	\$ 158,478.16	\$ 78,976.01	\$ -	\$ -	\$ -	\$ -	\$ 237,454.17
					2344	PROCUREMENT ASSISTANT I	1.0	\$ 71,854.92	\$ 68,603.34	\$ 34,187.79	\$ -	\$ -	\$ -	\$ -	\$ 102,791.13
					2346	PROCUREMENT ASSISTANT II	1.0	\$ 80,083.68	\$ 76,459.73	\$ 38,102.94	\$ -	\$ -	\$ -	\$ -	\$ 114,562.68
					Total		137.0	\$ 11,580,447.36	\$ 11,462,142.47	\$ 5,712,044.08	\$ 166,400.00	\$ -	\$ -	\$ -	\$ 17,340,586.55
PARTS & SUBLETS			PROJECTED ANNUAL COSTS	CONTRACTOR MARK-UP (9%) ²											
Parts ⁷			\$2,832,956.25	\$254,966.06											\$3,087,922.31
Sublets ⁸			\$3,174,509.30	\$285,705.84											\$3,460,215.13
Total			\$6,007,465.54	\$540,671.90											\$6,548,137.44
WASTE DISPOSAL ¹⁰	2025 RATE/DISPOSAL ²	2026 RATE/DISPOSAL ²	PROJECTED ANNUAL QTY	ANNUAL DISPOSAL COST ⁵											
Waste Oils, Filters	\$7.17	\$7.39	6635	\$ 48,181.16											
Tire Disposal	\$1.35	\$1.39	1642	\$ 2,244.07											
Total			8277	\$ 50,425.23											
TOTAL ESTIMATED CONTRACTOR COSTS ⁹				\$11,104,546.62											
					ANNUAL LABOR COSTS										\$ 17,340,586.55
					ANNUAL SERVICES & SUPPLIES COSTS ¹⁹										\$ 66,539.80
					ANNUAL PARTS & SUBLETS COSTS ^{7, 20}										\$ 6,007,465.54
					ANNUAL INDIRECT COSTS ¹⁴										\$ 468,217.04
					TOTAL ESTIMATED AVOIDABLE COSTS										\$ 23,882,808.93
					START-UP COSTS ²¹										\$ -

TOTAL ESTIMATED AVOIDABLE COSTS:	\$ 23,882,808.93
TOTAL ESTIMATED CONTRACT COSTS:	\$ 11,104,546.62
ESTIMATED CONTRACT MONITORING COSTS ²² :	\$ 118,330.10
ESTIMATED SAVINGS FROM CONTRACTING:	<u>\$ 12,659,932.21</u>
ESTIMATED SAVINGS PERCENTAGE:	53.0%

INTERNAL SERVICES DEPARTMENT
VEHICLE FLEET MAINTENANCE AND REPAIR SERVICES
PROP A COST ANALYSIS - CENTERRA INTERGRATED FLEET SERVICES, LLC

ESTIMATED CONTRACTOR COSTS ¹				COUNTY AVOIDABLE COSTS										
SERVICES	2026 RATE/HOUR ²	PROJECTED ANNUAL HOURS ³	ANNUAL MECHANICAL SERVICE COST ⁵	ITEM NO	CLASSIFICATION ²⁵	(a)		(b)		(c)		(d)		TOTAL ANNUAL SALARIES AND EMPLOYEE BENEFITS (b) + (c) + (d)
						PROPOSED COUNTY STAFFING ^{11, 12, 13}	ANNUAL SALARIES ¹⁵	TOP STEP VARIANCE (a) x ¹⁶	EMPLOYEE BENEFITS (b) x ¹⁷	BONUS ²⁸				
Light Duty	\$84.10	34,487.06	\$2,900,362.08	1082	ADMINISTRATIVE MANAGER XIII, ISD ²⁴	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Heavy Duty	\$95.34	9,294.64	\$886,150.98	2102	SENIOR SECRETARY III ²⁴	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Off-Road	\$99.16	1,597.15	\$158,373.39	1078	ADMINISTRATIVE MANAGER X, ISD	2.0	\$ 312,438.48	\$ 298,300.01	\$ 148,654.83	\$ -	\$ -	\$ -	\$ -	\$ 446,954.84
Body Repair	\$84.62	5,173.51	\$437,782.75	7446	SHOP SUPT, PUBLIC WORKS ¹⁸	4.0	\$ 485,875.68	\$ 485,875.68	\$ 242,131.29	\$ -	\$ -	\$ -	\$ -	\$ 728,006.97
Paint Supplies	\$36.15	5,062.00	\$182,991.30	6014	GARAGE ATTENDANT II	4.0	\$ 237,120.00	\$ 226,389.85	\$ 112,819.12	\$ -	\$ -	\$ -	\$ -	\$ 339,208.96
Tear Down (prior County approval required)	\$84.62	0.00	\$0.00	0907	STAFF ASSISTANT I	1.0	\$ 70,628.76	\$ 67,432.67	\$ 33,604.40	\$ -	\$ -	\$ -	\$ -	\$ 101,037.06
Total		55,614.37	\$4,565,660.51	4231	SUPVGR CONTRACT PROGRAM MONITOR, ISD ²⁴	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				4229	CONTRACT PROGRAM MONITOR ²⁴	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CAR WASH	2026 RATE/WASH ²	PROJECTED ANNUAL CAR WASH ⁶	ANNUAL CAR WASH COST ⁵	7437	POWER EQUIP TECHNICIAN SUPERVISOR ¹⁸	7.0	\$ 670,538.40	\$ 670,538.40	\$ 334,156.11	\$ 12,480.00	\$ -	\$ -	\$ -	\$ 1,017,174.51
Flat Wash Fee ²³	\$38.19	268	\$10,222.19	7436	POWER EQUIP TECHNICIAN WKG SUPVR ¹⁸	6.0	\$ 549,763.20	\$ 549,763.20	\$ 273,968.99	\$ 10,400.00	\$ -	\$ -	\$ -	\$ 834,132.19
				7433	POWER EQUIPMENT TECHNICIAN ¹⁸	72.0	\$ 6,144,240.96	\$ 6,144,240.96	\$ 3,061,921.04	\$ 112,320.00	\$ -	\$ -	\$ -	\$ 9,318,482.00
				7465	BODY & FENDER MECHANIC WKG SUPVR ¹⁸	2.0	\$ 183,251.28	\$ 183,251.28	\$ 91,321.44	\$ -	\$ -	\$ -	\$ -	\$ 274,572.72
				7000	POWER EQUIPMENT PAINTER ¹⁸	3.0	\$ 249,727.32	\$ 249,727.32	\$ 124,449.11	\$ -	\$ -	\$ -	\$ -	\$ 374,176.43
MOTOR POOL	2026 MONTHLY FLAT RATE/FACILITY ²		ANNUAL MOTOR POOL COST ⁵	7461	BODY & FENDER MECHANIC ¹⁸	8.0	\$ 682,693.44	\$ 682,693.44	\$ 340,213.45	\$ -	\$ -	\$ -	\$ -	\$ 1,022,906.89
Motor Pool Management ⁴⁷	\$301.92		\$18,115.20	7427	POWER EQUIP TECHNICIAN HELPER II	19.0	\$ 1,325,364.00	\$ 1,265,388.63	\$ 630,593.77	\$ 31,200.00	\$ -	\$ -	\$ -	\$ 1,927,182.40
				2216	SENIOR TYPIST-CLERK	2.0	\$ 124,878.48	\$ 119,227.48	\$ 59,415.82	\$ -	\$ -	\$ -	\$ -	\$ 178,643.30
				0889	ADMINISTRATIVE ASSISTANT III	1.0	\$ 98,998.92	\$ 94,519.02	\$ 47,102.61	\$ -	\$ -	\$ -	\$ -	\$ 141,621.63
				1007	ADMINISTRATIVE SERVICES MANAGER II	1.0	\$ 127,000.32	\$ 121,253.30	\$ 60,425.37	\$ -	\$ -	\$ -	\$ -	\$ 181,678.67
				2214	INTERMEDIATE TYPIST-CLERK	3.0	\$ 165,989.52	\$ 158,478.16	\$ 78,976.01	\$ -	\$ -	\$ -	\$ -	\$ 237,454.17
				2344	PROCUREMENT ASSISTANT I	1.0	\$ 71,854.92	\$ 68,603.34	\$ 34,187.79	\$ -	\$ -	\$ -	\$ -	\$ 102,791.13
				2346	PROCUREMENT ASSISTANT II	1.0	\$ 80,083.68	\$ 76,459.73	\$ 38,102.94	\$ -	\$ -	\$ -	\$ -	\$ 114,562.68
PARTS & SUBLETS	PROJECTED ANNUAL COSTS	CONTRACTOR MARK-UP (9.0%) ²	ANNUAL PARTS & SUBLETS COST											
Parts ⁷	\$2,832,956.25	\$254,966.06	\$3,087,922.31											
Sublets ⁸	\$3,174,509.30	\$285,705.84	\$3,460,215.13											
Total	\$6,007,465.54	\$540,671.90	\$6,548,137.44											
WASTE DISPOSAL ¹⁰	2026 RATE/DISPOSAL ²	PROJECTED ANNUAL QTY	ANNUAL DISPOSAL COST ⁵											
Waste Oils, Filters	\$7.39	6635	\$ 49,032.65											
Tire Disposal	\$1.39	1642	\$ 2,282.38											
Total		8277	\$ 51,315.03											
TOTAL ESTIMATED CONTRACTOR COSTS ⁹			\$11,193,450.37											
				137.0		\$ 11,580,447.36	\$ 11,462,142.47	\$ 5,712,044.08	\$ 166,400.00	\$ -	\$ -	\$ -	\$ -	\$ 17,340,586.55
				ANNUAL LABOR COSTS										\$ 17,340,586.55
				ANNUAL SERVICES & SUPPLIES COSTS ¹⁹										\$ 66,539.80
				ANNUAL PARTS & SUBLETS COSTS ^{7, 20}										\$ 6,007,465.54
				ANNUAL INDIRECT COSTS ¹⁴										\$ 468,217.04
				TOTAL ESTIMATED AVOIDABLE COSTS										\$ 23,882,808.93
				START-UP COSTS ²¹										\$ -

TOTAL ESTIMATED AVOIDABLE COSTS:	\$ 23,882,808.93
TOTAL ESTIMATED CONTRACT COSTS:	\$ 11,193,450.37
ESTIMATED CONTRACT MONITORING COSTS: ²²	\$ 118,330.10
ESTIMATED SAVINGS FROM CONTRACTING:	\$ 12,571,028.46
ESTIMATED SAVINGS PERCENTAGE:	52.6%



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⊕ Solicitation Information

Solicitation Number:	RFP GCS-I10610-S		
Title:	RFP Vehicle Fleet Maintenance and Repair Services		
Department:	Internal Services Department		
Bid Type:	Service	Bid Amount:	N/A
Commodity:	MANAGEMENT SERVICES - FLEET		
Description:	The Internal Services Department is issuing a Request for Proposals (RFP) to solicit proposals from qualified vendors that can pro... More		
Open Day:	6/22/2023	Closed Date:	7/25/2023 3:00:00 PM
Contact Name:	Nazeli Albaryan	Contact Phone:	(323) 267-3182
Contact Email:	nalbaryan@isd.lacounty.gov		



Notice of
Intent to
Award (0):



Click here to view notice intent to award list.
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Soiicitation
Award (0):



Click here to view award list.

Amendment
(3):

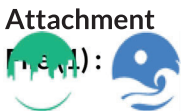


Click here to view the amendment list.

Amendment Date	Amendment Description	File Attachment	
07-20-2023	Addendum 3 Fleet RFP GCS-10610-S	Addendum3FleetRFPGCS10610S.pdf	Download
07-10-2023	Addendum 2 Fleet RFP GCS-10610-S	Addendum2FleetRFPGCS10610S.pdf	Download
06-27-2023	Addendum 1 Fleet RFP GCS-10610-S	Addendum1FleetRFPGCS10610S.pdf	Download

Last
Changed
On:

7/20/2023 2:51:54 PM



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File Name	Description	Type	Size	Last Update On	
Fleet2023RFPFinal.pdf	Fleet2023RFPFinal	.pdf	4542354	06-22-2023	Download



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Request for Proposals CMS(RFPC) Dept: IS ID: CMS23000007 Ver.: 5 Function: Modification Phase: Final Modified by e489415 , 07/20/23 08:28:20

Header  4




General Information Contact Templates Add Templates Reference Documents Document Information Additional Information

Record Date:

07/20/2023

Document Description:

RFP GCS-10610-S Vehicle Fleet Maintenance & Repair Services 

Vendor List Restricted Access to Solicitations?:

Vendor List Restricted Responses?:

Prohibit Online Responses:

Restrict Public Access Ask Questions:

Bid Receiving Location:

Attention:

Total of Header Attachments:

4

Total of All Attachments:

4

Prequalified List:

Procurement Folder:

2622907

Procurement Type ID:

1

Procurement Type:

Unclassified

Default Form:

Solicitation Category:

System Gen List:

No

Let Date:

07/20/2023

Published Date:

07/20/2023

Published Time:

20:28

Close Date:

07/25/2023

Close Time:

15:00

Community Business Enterprise (CBE) Program Information

FIRM/ORGANIZATION INFORMATION*		Centerra Integrated Fleet Services, LLC*	Element Fleet Corporation	King George Fleet Services LLC	Transdev Services, Inc.
BUSINESS STRUCTURE		LLC	Corporation	LLC	Inc
RACE/ETHNIC COPOSITION					
OWNERS/PARTNERS/ ASSOCIATE PARTNERS	Black/African American	0	0	0	0
	Hispanic/Latino	0	9	32	22
	Asian or Pacific Islander	0	0	0	0
	Native Americans	0	0	0	0
	Subcontinent Asian	0	0	0	0
	White	0	0	33	0
Total # of Employees in California		1,313	9	65	22
Total # of Employees (including owners)		11,960	1,446	65	22
COUNTY CERTIFICATION					
CBE		N/A	N/A	N/A	N/A
LSBE		N/A	N/A	N/A	N/A
OTHER COUNTY CERTIFICATION (SE OR DVBE) OR CERTIFYING AGENCY		N/A	N/A	N/A	N/A

* Centerra is owned by a Private Equity firm and this information is not available.

On final analysis and consideration of award, vendors were selected without regard to race, creed, or color.