

# City of Los Alamitos



## Request for Proposal (RFP) Mobile Fleet Maintenance Services 2017

FOR

### Development Services Department

Attn: Steven A. Mendoza  
*Development Services Director*  
3191 Katella Avenue  
Los Alamitos, California 90720  
(562) 431-3538, Extension 300  
(562) 493-1255 Fax  
Email: [smendoza@cityoflosalamitos.org](mailto:smendoza@cityoflosalamitos.org)

Must be received by 2:00pm  
Tuesday, April 11, 2017

RFP Available at <http://www.cityoflosalamitos.org>

# NOTICE INVITING PROPOSALS

CITY OF LOS ALAMITOS  
Development Services Department



## NOTICE OF REQUEST FOR PROPOSALS

Sealed proposals will be received at the office of the City Clerk of the City of Los Alamitos, 3191 Katella Avenue, Los Alamitos, California 90720 until 2:00 PM on April 11, 2017, as follows:

### Mobile Fleet Maintenance Services Proposal

Proposals must be submitted on the City's Request for Proposal Forms and submitted in sealed envelopes marked on the outside, **“SEALED PROPOSAL FOR MOBILE FLEET MAINTENANCE SERVICES. DO NOT OPEN WITH REGULAR MAIL.”**

The contract will consist of: Preventative maintenance and repair to all City owned vehicles as described in the scope of work herein.

Withdrawal of proposals shall not be permitted for a period of sixty (60) days after the date set for the opening thereof. The City reserves the right to reject any and all proposals.

City of Los Alamitos  
Steven A. Mendoza  
*Development Services Director*  
3191 Katella Avenue  
Los Alamitos, CA 90720

## INSTRUCTIONS TO PROPOSERS AND PROCEDURES FOR SUBMITTAL

One (1) original and one (1) Microsoft Word digital version of the Proposal must be submitted in a sealed envelope and submitted to the following address:

**City of Los Alamitos  
Attn: Steven A. Mendoza  
Development Services Director  
3191 Katella Avenue  
Los Alamitos CA 90720**

Proposers are solely responsible for ensuring their Proposal is received by the City in accordance with the solicitation requirements, before Submittal Deadline, and at the place specified. Postmarks will not be accepted in lieu of actual delivery. No oral, telegraphic, electronic, facsimile, or telephonic Proposals or modifications will be considered. The City shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of Proposals shall be made at the office specified in this REQUEST FOR PROPOSALS. All Proposals shall become the property of the City. Late Proposals will not be accepted and will be returned to the Proposer unopened.

### PROPOSAL RESPONSE REQUIREMENTS

**Proposers shall submit Proposal on or before the Submittal Deadline. If discrepancies are found between the copies, or between the original and copy or copies, the “ORIGINAL” will provide the basis for resolving such discrepancies. If no document can be identified as original bearing original signatures, Proposer's Proposal may be rejected at the discretion of the City.**

It is imperative that all Contractors responding to the RFP comply exactly and completely with the instructions set forth herein. Proposals must be concise but with sufficient detail to allow accurate evaluation and comparative analysis. Proposals should be straightforward and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposal should be concise and be able to properly convey all information.

<b>SCHEDULE</b>	
Distribution of RFP (advertised)	March 9, 2017
Pre Proposal Meeting	March 23, 2017 @ 4 p.m.
RFP Submittal Deadline	April 11, 2017 @ 2 p.m.
Oral Presentation/Interviews Scoring to be Completed by City Staff	TBD
Staff to Select Top Proposers	TBD
Council Award of Contract	TBD

## BACKGROUND

The City of Los Alamitos is soliciting Requests for Proposals (RFP) from qualified firms to provide Mobile Fleet Maintenance Services for servicing of thirty one (31) vehicles in its fleet on location at the City's Civic Center. The purpose of this is to provide the City of Los Alamitos with the best possible Fleet Maintenance and Repairs at a level expected by the City's residents, City Council, City staff, and Police Department. The selected Contractor will work closely with the Public Works Department and other City staff to insure vehicles are maintained and repaired in a timely manner.

It is the intent of the City to award a Professional Services Agreement in form approved by the City Attorney, to the selected firm. The City reserves the right to further negotiate the terms and conditions of the Agreement. The City shall preserve the right to reject any proposal for noncompliance with Agreement requirements and provisions, or to not award an agreement because of unforeseen circumstances or if it is determined to be in the best interest of the City. This project will be awarded based on demonstrated ability and performance providing similar services at a fair and reasonable cost. This Agreement may not be awarded to the lowest respondent. The City Council will approve, as part of the annual budget, an annual agreement amount. The City does not guarantee a specific amount of work and the quantity of work may increase or decrease depending on the annual needs of the Community.

This work consists of preventative maintenance and repair services as specified in the scope of services and/or Requests for Proposal.

Where "as directed", "as required", "as permitted", "approve", "acceptance", or words of similar import are used, it shall be understood that the direction, requirement, permission, approval or acceptance by the City of Los Alamitos is intended unless otherwise stated. As used herein, "provide" shall be understood to mean "provide complete", in total. The word "facility" as used hereinafter shall be understood to mean the location receiving the service. The use of the words "Contractor" shall be held to mean the Contractor and/or any person employed by them and working under the agreement to the awarded Contractor.

### 1. SCOPE OF SERVICES

The Contractor shall provide mobile fleet maintenance and repair services as provided in the specifications to maintain the City's fleet in accordance with the tasks and frequencies identified in the Request for Proposal.

- a. Unless otherwise specified herein, the Contractor shall provide all supplies, parts, personnel, equipment, tools, materials, supervision, and other items or services necessary to perform the motor vehicle maintenance functions as defined in this Scope of Work. All supplies and materials shall be OEM quality.
- b. All Work shall be performed at City's Public Works Yard unless requested otherwise wherein Contractor will be required to move vehicle at their cost.
- c. The Contractor must submit a work order identifying the work to be performed.
- d. The Contractor shall not use any materials, chemicals, or compounds which the City of Los Alamitos determines would be unsuitable for the intended purpose or harmful to the vehicles being serviced.

- e. The Contractor must give all City of Los Alamitos maintenance requests top priority attention.
- f. The Contractor shall provide preventive maintenance, minor maintenance, major maintenance and scheduled inspections/smog tests; Repair/replace unserviceable parts, assemblies, subassemblies and components; Refinish, fabricate parts, and make modifications; Repair accessories and auxiliary equipment.
- g. The Contractor shall provide body and paint repair as requested by the City of Los Alamitos.
- h. The Contractor must provide on call response within 60 minutes for weekends, holidays, and after normal duty hours for emergency vehicle inspection and repair. This work must be continuous 24 hours a day, 7 days a week until completed, unless approved by the City of Los Alamitos.
- i. The Contractor shall be responsible for accomplishing minor repairs estimated at two labor hours or less. Work Orders shall be used to document all repairs and maintenance. Minor maintenance repairs shall begin not longer than **one (1) hour** after receipt of vehicle for maintenance.
- j. The Contractor shall provide replacement and repair (if applicable) of vehicle tires in accordance with the City of Los Alamitos needs. Police Patrol tires are **NOT** repairable and **MUST** be replaced if a leak or damage is determined. Disposal of unserviceable tires shall be the Contractor's responsibility in accordance with approved environmental procedures.
- k. The Contractor shall maintain strict control of all documents. This includes all work orders, estimates, and inspection and testing results. These documents will be made available to the City of Los Alamitos upon request.
- l. The Contractor shall ensure that employees have current and valid professional certifications before operating City vehicles. Vehicle drivers must be licensed by the State of California to operate vehicles used in the performance of this contract on federal, state, and local highway systems.
- m. The Contractor shall provide motor vehicle and equipment repair parts equal to or exceeding the quality of replacement parts supplied by the original equipment manufacturer. Certain OEM parts are required in PM maintenance as described in this scope.
- n. For cost and service efficiencies, the City of Los Alamitos prefers to have a single Contractor able to perform all services. However, if necessary, Contractor may subcontract specialty work to subcontractors who have been approved prior to the start of work. The Contractor shall be responsible for all costs associated with doing business with its subcontractors unless otherwise mutually agreed upon. Contacts shall be provided on Form 1. Proposers must submit this form with their proposal. When information on the form changes, a new form should be submitted. The form includes primary and secondary contact information.
- o. City Department Directors, or their representatives, are responsible for reporting to the Public Works Department that a vehicle is due for service or needs repair. The Contractor will provide a maintenance log sheet with serviced mileage intervals to the Public Works Department for reference.
- p. Requested repairs (other than scheduled maintenance) must be submitted to the Contractor with the vehicle and repairs are posted on the Work Order. Before requested repairs can be made, the City Representative must have an estimate submitted by the Contractor for authorization.

- q. The Contractor must provide the following items:
- Professional Welding Services on a case by case basis
  - Exhaust Services to include Catalytic Converter Replacement
  - Alignment Equipment capable up to a 210" wheel base and 14,000 lbs
  - Up to date diagnostic scanning equipment
  - Tire Pressure Monitoring Equipment with reprogrammable capability
  - Tire Equipment to properly remove, replace and balance tires
  - Brake Lathe Machine Capable of Turning Rotors and Drums
  - The Ability to look up Technical Service Bulletin Recalls
  - Air Conditioning Servicing Machines
  - Vehicle porting service from Los Alamitos to repair facility

## **2. CONTRACT TERM**

The initial contract/agreement period will be for one (2) year; there will be an option to extend services for up to two additional 2 year extensions. Any changes to service levels will be mutually agreed upon before any extension is authorized. As part of the contract/agreement, the City of Los Alamitos will reserve the right to select or reject employees and sub-contractors providing services.

## **3. UNSCHEDULED SERVICES**

As a result of PM Service the technician may make recommendations for further repair service. Technician shall support their recommendations for such repair work by using diagnostic statistics, accepted performance standards, vehicle history records, mileage, and other customary means. The technician shall obtain prior authorization before completing any further repair work that is identified as a result of PM Service. Appropriate contact information will be provided upon award of contract.

## **4. TURNAROUND TIME**

The required turnaround time for PM Service plus routine repair services done as a result of the PM inspection shall not exceed two (2) City business days.

## **5. PREVENTATIVE MAINTENANCE (PM)**

Preventive maintenance (PM) is a term used to describe the performance of regularly scheduled maintenance procedures of a vehicle to prevent the possibility of malfunctions. The City of Los Alamitos will maintain all vehicles in the best possible operational conditions. This will be accomplished by adhering to and/or exceeding the manufacturer's recommended minimum maintenance requirements.

## **6. PM MINOR SERVICE (every 5,000 miles) (3,000 miles for Police Patrol Units)**

- a. Drain and replace engine oil. Replace oil filter.

- b. Lubricate and give suspension system “look and shake” inspection. Visually inspect the shocks for leaks.
- c. Inspect and replace (if needed) the air filter and cabin air filter (if equipped)
- d. Inspect the exterior of the vehicle for damage, check the windows/mirror for cracks or dings, and check that the license plates are secured on the front and rear.
- e. Inspect operation of all directional signals and lights. This will include interior and exterior lights.
- f. Inspect operation of all instruments and gauges.
- g. Inspect operation of heat/defroster and air conditioner. Visually inspect all interior knobs and handles (doors, locks, dash panel).
- h. Inspect operation of safety equipment: horn and seat belts.
- i. Inspect operation of the parking brake.
- j. Inspect operation and lube the hood latch and door locks.
- k. Inspect operation of the transmission and check the fluid level. Fill with the specified transmission fluid if needed, as suggested by the manufacturer.
- l. Inspect the wiper blades and wiper arms. Fill the window wash reservoir, as needed.
- m. Inspect operation of brakes and/or air brake system, and fluid levels, fill as needed. Visually inspect and clean the calipers, wheel cylinders, rotors, drums, and brake lining. Record the approximate front and rear remaining lining wear in percentage remaining terms (30% remaining). Brakes should be replaced if less than an estimated 35% remains in brake-lining life.
- n. Inspect the steering operation. Inspect the power steering fluid level and fill as needed.
- o. Inspect for coolant leaks in the radiator or hoses. Tighten hose clamps as needed. Inspect the coolant level in the reservoir and fill as needed.
- p. Inspect the battery water level and fill, if needed. If it is not “maintenance free” types check the sight glass for a green color. Clean the battery cables and terminals if needed.
- q. Inspect condition of the engine mounts.
- r. Inspect the condition and tension of all belts and hoses.
- s. Inspect and clean or replace the PVC valve, if needed.
- t. Inspect fuel lines, hoses, and fittings for leaks and tighten as required.
- u. Inspect tire wear, tread depth and air pressure, fill if needed.
- v. Inspect condition of wheels, lug nuts, and studs.
- w. Inspect condition of drive line and U-joints. Lube as required.
- x. Inspect exhaust system for leaks.
- y. Inspect condition of the frame and cross members.
- z. Attach sticker that shows mileage of next service due. The sticker should be placed by odometer.

## **7. PM MAJOR SERVICE (30,000 mile service)**

Perform all items from the PM minor service checklist, plus:

- a. Perform a pressure check of the coolant system for leaks.
- b. Replace the air, cabin, and fuel filters.

- c. Perform a complete system check to include the ignition/timing, the charging voltage, charging amperage and the cranking amperage. The results must be recorded on the PM checklist.
- d. Drain the transmission fluid, replace the filter, adjust the transmission bands (if required) and replace the pan gasket. Fill transmission with manufacturer required type and specified amount of transmission fluid. Road test should be performed to ensure the fluid is circulated and that the bands are adjusted properly to have a smoothly operating vehicle.
- e. Replace all spark plugs, spark plug wires, distributor cap and rotor, and PVC valve with new OEM parts.
- f. Drain engine coolant and replace with new OEM coolant.
- g. Remove thermostat and gasket and replace with new OEM part.
- h. Pressure test coolant system, check for leaks and tighten all hose clamps and fittings.
- i. Inspect differential fluid level and fill as needed with manufacturer recommended fluid.
- j. Inspect transfer case fluid level and fill as needed with manufacturer recommended fluid.
- k. A road test shall be performed for each preventive service performed for diagnosing problems, checking the effectiveness of repairs and for testing the overall operation of the vehicle.

## 8. QUALIFICATIONS OF CONTRACTORS

Each contractor shall be fully qualified by ability, knowledge and experience to satisfactorily perform the work required in these specifications, and shall be engaged in the business of providing fleet maintenance services by the use of its own trained and qualified employees and equipment, material, facilities and supplies, except as specified in these specifications. Contractor shall be fully licensed to perform the services required under this Contract.

## 9. REFERENCES AND QUALIFICATION REQUIREMENTS

Contractor must present evidence indicative of its ability to finance, provide, and sustain the specified Mobile Fleet Maintenance Services to the satisfaction of the City. Failure to include any of the following information as requested below may cause proposal to be deemed non-responsive if the City has no prior experience with Contractor.

- a. **Client References:** Contractor shall furnish on a separate sheet of paper a list of three (3) current customers, including company name, street address, telephone number and contact person, for whom contractor has provided similar services. The City intends to contact these customers to determine reliability, Contractor's performance, service and other information.
- b. **General Business Statement:** A statement of all of the important business activities of contractor's major business. This statement should emphasize the required minimum of two (2) consecutive years of recent experience in the provision of the specified maintenance services at similar sized fleet and with similar service levels as those required for this Contract. Contractor shall guarantee that the actual on-site supervisor or foreman shall possess this experience.



- c. **Financial Statement:** Most recent and complete financial statement of Contractor's current assets, liabilities and net worth.
- d. **Credit References:** A minimum of five (5) credit or financial references giving names, street addresses and telephone numbers in each instance.
- e. **Work History:** In addition to **Client References**, list all Contracts canceled or not renewed within the last three (3) years, giving reason for cancellation or non-renewal. Give names, street addresses and telephone numbers in each instance.

## **10. REQUIREMENT FOR SUPPLEMENTAL INFORMATION**

Following the evaluation of proposals, and prior to any consideration of award, the apparent responsible Contractor(s) may be required to provide supplemental information such as the number of employees, types of tools and vehicles used under this Contract. The supplemental information will be used to evaluate the Contractor's ability to fulfill the terms of the Contract, and determine the relative values and benefits of utilizing a Contractor in lieu of City staff.

## **11. LICENSES**

Contractors or Agencies shall comply with the following:

- a. The Contractor must possess a California Bureau of Automotive Repair (BAR) Facility ID Number, a California BAR Certified Smog Check Station ID Number (if the Contractor does not sub-contract smog check tests).
- b. Contractor must obtain, and maintain in effect during the term of the Contract, a valid City of Los Alamitos Business License prior to commencement of work.
- c. The Contractor will supply a list of Technicians and their credentials i.e.: ASE Certifications and expirations dates, smog licenses and expiration dates, etc.

## **12. DISPOSAL OF RECYCLABLES**

The Contractor shall comply with the City's recycling efforts and program.

## **13. WASTE DISPOSAL**

The City shall not be responsible for, or pay the costs of, the disposal of all trash, tires, and hazardous chemicals such as oil, coolant, fuel, or refrigerant. The waste collected by the Contractor in the performance of these tasks shall be disposed of within the laws of the State of California and Environmental Protection Agency (EPA). The Contractor shall maintain logs identifying its refuse collection and disposal activities and make those logs available to the City for inspection monthly.

#### **14. ENVIRONMENTAL REQUIREMENTS**

Contractor shall conduct all aspects of its operation in compliance with all state and federal laws and regulations. Contractor shall immediately inform the City of any investigation, citation or legal action by any state or federal agency related to Contractor's obligations under this contract, and shall defend, indemnify and hold the City, its officials and employees harmless from any loss including, but not limited to fines, penalties and corrective measures the City may sustain by reason of Contractor's failure to comply with any state or federal law, regulation or rule.

#### **15. CHANGES IN SERVICE**

Prior to performing any additional repair work, the Contractor shall prepare and submit a written estimate of labor and materials. No work shall commence without the prior authorization from the City's representative.

#### **16. DAMAGE CAUSED BY CONTRACTOR**

All damage to any City vehicle caused by the Contractor shall be repaired or replaced at the Contractor's sole expense. All such repairs or replacements shall be completed within the time limits specified by the City:

#### **17. HOURS AND DAYS OF MAINTENANCE SERVICES**

Normal work hours are from 8:00 a.m. to 5:00 p.m., Monday through Thursday, unless otherwise specified. Schedule of PM Services shall be submitted prior to starting any maintenance work. The Contractor shall perform work in accordance with pre-approved schedules during City business or non-business hours, depending on the City's needs. Changes in schedule by the City may be made within five (5) business days advance written notice to the Contractor. The Contractor must notify the City's representative(s) of any problems or service interruptions within two (2) hours of receipt of any City vehicle. Repeated service interruptions without justification or approval of the City's representative(s) shall be subject to action provided for herein. The Contractor shall provide adequate staffing to perform the required services during the prescribed times. Any changes in the days and hours of service heretofore prescribed shall be subject to approval by the City. The basic daily hours of maintenance service shall be:

Monday through Thursday:            8:00 a.m. to 5:00 p.m.

#### **18. CONTRACTOR'S STAFF**

The Contractor shall provide sufficient trained personnel to perform all work in accordance with the specifications set forth herein. The City may, at any time, give the Contractor notice to the effect that the conduct or action of a designated employee of Contractor is, in the reasonable belief of the City, detrimental to the interest of the City. The Contractor shall meet with representatives of the City to consider the appropriate course of action with respect to such matter and the Contractor shall take reasonable measures under the circumstances to

assure the City that the conduct and activities of the Contractor's employee(s) will not be detrimental to the interest of the City.

## **19. DRESS CODE AND APPEARANCE**

The Contractor shall require each of its employees to adhere to basic standards of working attire, including full uniforms, proper shoes and other gear required by State Safety Regulations, and proper wearing of clothing. Employee pants, shirts, jackets, and sweatshirts must be uniform. Shirts, jackets, and caps used as uniforms shall bear the Contractor's identification logo. Shirts shall be worn at all times, and shall be buttoned and tucked-in. No caps with insignias or designs other than the Contractor's logo may be worn, and no caps shall be worn backwards.

## **20. CONTRACT ENFORCEMENT**

The City reserves the right to perform inspections at any time for the purpose of monitoring performance. The Contractor shall cooperate with the City, State, and Federal representative(s) in the review and monitoring of Contractor's performance, records and procedures. At the request of the City, the Contractor, or its appropriate representative, shall attend meetings and training sessions, as deemed necessary by the City, for the purposes of orientation, information, amendments to the Contract and description of City policies and procedures. In the event the City commences legal proceedings for the enforcement of the Contract, and is the prevailing party, the City shall be entitled to an award of attorney's fees and costs incurred in the action.

## **21. ADDITIONS/DELETIONS TO SPECIFICATIONS**

The City reserves the right to make additions, deletions, revisions and/or otherwise modify the Mobile Fleet Maintenance Specifications. Any changes in the Specifications that cause the Contractor to suffer additional expenses will be agreed upon mutually between the City and the Contractor.

# LIST OF CITY VEHICLES

## LIST OF CITY VEHICLES (with anticipated yearly mileage accrual)

1. In the event that a vehicle does not accrue the necessary mileage per year to warrant a minor service, the Contractor will service that vehicle on a 12 month cycle.
2. In the event that a vehicle does not accrue the necessary mileage per year to warrant a major service, the Contractor will service that vehicle on a 24 month cycle

UNIT #	MAKE	MODEL	YEAR	CURRENT MILES (2-22-2017)
<b>48-1</b>	<i>Chevy</i>	Tahoe	2012	78448
<b>48-2/SRO</b>	<i>Dodge</i>	Charger	2014	34683
<b>48-3</b>	<i>Dodge</i>	Charger	2012	5037
<b>48-4</b>	<i>Dodge</i>	Charger	2012	53330
<b>48-5</b>	<i>Dodge</i>	Charger	2012	81831
<b>48-6</b>	<i>Dodge</i>	Charger	2012	58137
<b>48-7</b>	<i>Dodge</i>	Charger	2016	13962
<b>PC-1</b>	<i>Ford</i>	F150cng	2004	45613
<b>BI05</b>	<i>Chevy</i>	Impala PI	2005	79056
<b>DT CHG BLU</b>	<i>Dodge</i>	Charger	2012	25467
<b>DT JEEP</b>	<i>JEEP</i>	Wrangler	2015	18701
<b>DT HYBRID</b>	<i>Chevy</i>	1500HYB	2013	18506
<b>CT CHG BLK</b>	<i>Dodge</i>	Charger	2007	B/O
<b>CAPTAINS</b>	<i>Dodge</i>	Charger	2012	100781
<b>CHIEFS</b>	<i>Dodge</i>	Charger	2008	112450
<b>03CNGPD</b>	<i>Honda</i>	CNG civic	2003	31168
<b>CITY ADMIN</b>	<i>Honda</i>	CNG civic	1999	23639
<b>CODE ENF.</b>	<i>Ford</i>	CVPI	2004	159151
<b>PS1</b>	<i>Ford</i>	F250	2012	17035
<b>PS2</b>	<i>Ford</i>	F250	2012	16443
<b>PS3IRR</b>	<i>Ford</i>	F350	2008	24750
<b>PS4STK</b>	<i>Ford</i>	F350	2008	13683
<b>PS5550</b>	<i>Ford</i>	F550	2003	25072
<b>PS6MEC</b>	<i>Chevy</i>	2500	1999	63282
<b>PS7SPR</b>	<i>Chevy</i>	1500	1997	84804
<b>PS8CNGPU</b>	<i>Chevy</i>	2500	2007	38521
<b>PS10DMP</b>	<i>Ford</i>	F650	2002	6872
<b>PS11BOOM</b>	<i>Ford</i>	F450	2004	1986
<b>PS12CNGH</b>	<i>Honda</i>	CNG civic	2001	37080
<b>REC HYBRID</b>	<i>Chevy</i>	1500HYB	2013	6965
<b>RECVAN</b>	<i>Dodge</i>	caravan	2009	23362
<b>REC TRLR</b>	<i>LOOKS</i>	Vision	2012	N/A
<b>LATV</b>	<i>Ford</i>	E150	1995	9578

# Form 1

## PROPOSAL FORM

Proposer Name: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Principal Office Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned Proposer hereby submits its Proposal to provide Mobile Fleet Maintenance Services for the City of Los Alamitos hereby agrees to accept the fees described in Form 3 below to the terms and conditions of a Professional Services Agreement to be agreed upon and executed by Contractor and City of Los Alamitos subject to approval by the Los Alamitos City Council. The undersigned declares that it has examined the RFP including all Attachments, Exhibits and Addenda, as acknowledged below, and that he/she has satisfied himself/herself relative to the requirements, procedures and rights of this RFP.

### CHECKLIST

Proposal must initial each item below to confirm that it has been included in the Proposal. Proposals must be formatted in the same order as the checklist below.

- Cover Letter
- Form 1
- Form 2 (including copies of licensing)
- Form 3

#### TYPE OF ENTITY

- Corporation
- Partnership
- Sole Proprietorship
- Joint Venture Limited Liability Corporation
- Other (Specify)

The full names and addresses of the shareholders, partners, joint ventures, members, and persons interested in the foregoing Proposal as principals or officers are as follows (attach additional pages if necessary):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### VERIFICATION AND CERTIFICATION

Submission of this Proposal is the duly authorized official act of person(s) executing this Proposal on behalf of Proposer and is duly authorized to execute this Proposal on behalf of and as of the official act of Proposer, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Printed Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

# Form 2

## LICENSE CERTIFICATION

My valid License/Permit Numbers are:

LICENSE	LICENSE NUMBER

**Please submit a copy of each valid license/permit listed above, with this proposal.**

	California Bureau of Automotive Repair (BAR)	California Bureau of Automotive Repair (BAR) <i>(Smog Check Station ID)</i>
Employee 1 Name _____		
Employee 2 Name _____		
Employee 3 Name _____		
Employee 4 Name _____		
Employee 5 Name _____		

City of Los Alamitos Business License  
*(Required upon Notification of Award)*

ASE Certifications for **all** employees *(Please attach copies of Certifications)*

# FORM 3

## PROPOSAL FEE SCHEDULE

No.	Light/Medium Duty Trucks Item Description	PM Minor Unit Price	PM Major Unit Price	Total Price Per Vehicle Schedule	Includes
	Light Duty Gas up to 8 quarts				As listed in Section 6 & 7 of the RFP
	Medium Duty Gas up to 12 quarts				
	Police Unit Service				
	F 650 Diesel w/Cummins up to 20 quarts				
	Vehicle Safety Inspection (meets BIT/DOT Requirement)				Includes air brake adjustment as required. External visual brake/wheel inspection only, wheels not removed. Wheels removed upon customer request for complete component inspection at an additional charge
	Scheduled On-Site Repairs				
	24-Hour Emergency Breakdown service: Monday - Friday, 8am to 5pm:				
	Diesel Smoke Test				Includes: - Snap Idle Test - Printed report record
	Lift Gate Lube Service				
	Computer Diagnostics				
	Additional Parts, Services Repairs				
	Sub-vendor services costs				
	Waste Disposal				

The Contractor shall be responsible for calculating and providing unit prices for the schedule. The Proposal Yearly Schedule shall include all costs for labor, materials, equipment, and installation associated with completing the work specified in the scope of work and details.

**Proposal Yearly Schedule Total: \$** \_\_\_\_\_  
**Proposal Yearly Schedule Total (in words):**

\_\_\_\_\_

\_\_\_\_\_  
 (Company Name of Proposer)

\_\_\_\_\_  
 (Date)

## **SAMPLE PROFESSIONAL SERVICES AGREEMENT**

### **1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Los Alamitos, a California municipal corporation (“City”) and \*\*\* (“Consultant”).

### **2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: Mobile *Fleet Maintenance Services*.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

### **3. DEFINITIONS**

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s \_\_\_\_\_ proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s \_\_\_\_\_ fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: \_\_\_\_\_
- 3.4 “Expiration Date”: \_\_\_\_\_

### **4. TERM**

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 (“Termination”) below.

### **5. CONSULTANT’S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs



payable to Consultant under this Agreement exceed the sum of \_\_\_\_\_ unless specifically approved in advance and in writing by City.

- 5.2 Consultant shall obtain a City business license prior to commencing performance under this Agreement.
- 5.3 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.4 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.5 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. \_\_\_\_\_ shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

## **6. COMPENSATION**

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.
- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule.

**7. OWNERSHIP OF WRITTEN PRODUCTS**

All reports, documents or other written material (“written products” herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

**8. RELATIONSHIP OF PARTIES**

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

**9. CONFIDENTIALITY**

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

**10. INDEMNIFICATION**

10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant’s commitment to indemnify and protect City as set forth herein.

10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant’s alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by

either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage as is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other costs and fees of litigation.

- 10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

## **11. INSURANCE**

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not

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less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

- 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
- 11.1.3 Worker's Compensation insurance as required by the laws of the State of California.
- 11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A: VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium thereon at Consultant's expense.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

## **12. MUTUAL COOPERATION**

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 12.2 If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

## **13. RECORDS AND INSPECTIONS**

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts there from and to inspect all program data, documents, proceedings, and activities.

## **14. PERMITS AND APPROVALS**

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

**15. NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant’s and City’s regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

**If to City:**

City of Los Alamitos  
3191 Katella Avenue  
Los Alamitos, CA 90720  
Telephone: (562) 431-3538  
Facsimile: (562) 493-0678

**If to Consultant:**

Name of Consultant  
Street Address or P.O. Box  
City, State Zip Code  
Telephone: (\_\_\_\_) \_\_\_\_\_  
Cell Phone: (\_\_\_\_) \_\_\_\_\_

**With courtesy copy to:**

Cary S. Reisman  
Los Alamitos City Attorney  
Wallin, Kress, Reisman & Kranitz, LLP  
2800 Twenty-Eight Street, Suite 315  
Santa Monica, CA 90405-6201  
Telephone: (310) 450-9582 x333  
Facsimile: (310) 450-0506

**16. SURVIVING COVENANTS**

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

**17. TERMINATION**

17.1. City may terminate this Agreement for any reason on five calendar days’ written notice to Consultant. Consultant may terminate this Agreement for any reason on thirty calendar days’ written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

## 18. GENERAL PROVISIONS

- 18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.
- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.
- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.7 If any term or provision of this Agreement or the application thereof to any person

or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.

18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations here from shall be effective and binding only if made in writing and executed by City and Consultant.

18.10 This Agreement is not subject to the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., or California Code of Regulations, Title 8, Section 16000, et seq. (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects.

**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

**“City”**  
**City of Los Alamitos**

**“Consultant”**

By: \_\_\_\_\_  
*Bret M. Plumlee, City Manager*

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

Approved as to form:

By: \_\_\_\_\_  
*Windmera Quintanar, CMC, City Clerk*

By: \_\_\_\_\_  
*Cary S. Reisman, City Attorney*

Date: \_\_\_\_\_

Date: \_\_\_\_\_