



COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294

P. MICHAEL FREEMAN
FIRE CHIEF
FORESTER & FIRE WARDEN

April 1, 2008

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:

**APPROVE HELICOPTER ENGINE MAINTENANCE AND REPAIR SERVICES
CONTRACT WITH PRATT & WHITNEY CANADA CORPORATION,
AS REQUIRED BY THE CONSOLIDATED FIRE PROTECTION DISTRICT
(ALL DISTRICTS) (3 VOTES)**

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

1. Approve and instruct the Chair to sign the attached three-year contract with Pratt and Whitney Canada Corporation (P&WC) (Attachment A), to provide engine maintenance repair services, including the necessary Engine Rental Agreement to facilitate major engine repairs for the Consolidated Fire Protection District of Los Angeles County (District). This contract will not exceed the current Board approved annual contract authority of \$2.5 million for the maintenance and repair of District's fleet of aircraft. This contract will be effective on the date of Board approval.
2. Authorize the Fire Chief or his designee to suspend and/or terminate this contract for engine maintenance and repair services, if deemed necessary, in accordance with the terms of this contract.
3. Find that this contract for helicopter engine maintenance and repair services is exempt from the provisions of the California Environmental Quality Act (CEQA).

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

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRADBURY

CALABASAS
CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHAY

DIAMOND BAR
DUARTE
EL MONTE
GARDENA
GLENDDORA
HAWAIIAN GARDENS
HAWTHORNE

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

LA MIRADA
LA PUENTE
LAKEWOOD
LANCASTER
LAWDALE
LOMITA
LYNWOOD

MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT
PICO RIVERA

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

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this recommended action is to enable the District to obtain continued maintenance and repair services required for flight readiness of the District's helicopters. The recommended contractor will provide intermittent, as needed, inspection, repair, modification and overhauls to the turbine engines and accessories installed on the District's Bell 412 Helicopters. The District currently has a fleet of six (6) helicopters powered by P&WC's Twin-Pac Engines; therefore obtaining the requested services from the Original equipment Manufacturer (OEM) will ensure continuity in the service of the Bell 412 helicopters.

Approval of the recommended action will enable the District to continue to provide essential services throughout Los Angeles County, such as emergency helicopter medical transports and wildland firefighting.

Implementation of Strategic Plan Goals

Approval of the recommended action will enable the District to continue to fulfill the mission of protecting lives, property and the environment by providing fire protection and life safety services. It is consistent with the overall County Strategic Plan Goal, Goal 8, under Public Safety.

FISCAL IMPACT/FINANCING

The District's Fiscal Year 2007-08 operating budget includes sufficient funding for these services. Funding required for continuing these services will be budgeted annually. The rates are attached as Attachment B. There will be no cost of living adjustments throughout the term of this contract. There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On previous occasions, your Board has authorized the County Purchasing Agent to complete and execute all necessary documents for purchase orders for inspection and repair of the Bell 412 helicopter engines manufactured by P&WC. As the required services of the Bell 412 helicopter engines will surpass \$100,000, the District needs to obtain Board approval for this contract.

The recommended contractor is the OEM and all inspection, maintenance, repairs and overhauls of the Bell 412 helicopter engines completed by P&WC will be done in accordance with OEM and Federal Aviation Administration guidelines.

Health and Safety Code Section 13861 authorizes the District to contract with independent contractors to perform such services for the District. Pursuant to Los Angeles County Code, Section 2.121.250, because the services are needed on a part-time or intermittent basis, this contract is not a Proposition A contract.

ENVIRONMENTAL DOCUMENTATION

The services provided through this contract will not have a significant effect on the environment and therefore this contract is exempt from CEQA, pursuant to Section 15061(b) (3) of the CEQA Guidelines.

CONTRACTING PROCESS

The District notified your Board on March 23, 2007 of our intent to negotiate a sole source contract with P&WC, per your Board's contracting policy requirements. In addition, we have provided the sole source checklist (Attachment D) approved by the Chief Executive Office detailing our justification for use of a sole source contract.

In 2005, the District issued a solicitation for these requested services; however the only responding company was the contractor whom we are presently requesting a contract with. A business decision was made to negotiate a contract with P&WC, as they are the OEM, and can provide these services more economically through a contract.

CBE information for P&WC is shown in Attachment C. P&WC has agreed to comply with all Board-directed contract clauses except as specified below:

1. **Assignment and Delegation** – P&WC insisted this provision be deleted from the contract in its entirety as they do not believe it is practical to notice or receive permission from the District regarding assignment and/or delegation.
2. **Budget Reductions** – P&WC insisted this provision be deleted from the contract in its entirety.

P&WC agreed to comply with provisions numbered three (3) through ten (10) below, however they insisted including the statement "...Contractor shall comply with the specific laws outlined in the paragraph to the extent that work is performed in the County's jurisdiction", to the provisions as the majority of the work will take place in Canada. P&WC is headquartered in Canada as well.

3. **Jury Service Program**
4. **Consideration of Hiring County Employees Targeted for Layoff/or Re-Employment List**
5. **Consideration of Hiring GAIN/GROW Program Participants**
6. **Contractor's Acknowledgement of District's Commitment to the Safely Surrendered Baby Law**
7. **Contractor's Warranty of Adherence to District's Child Support Compliance Program**

8. Nondiscrimination and Affirmative Action

9. Notice to Employees Regarding the Federal Earned Income Credit

10. Termination for Breach of Warranty to Maintain Compliance with District's Child Support Compliance Program

The following contract provisions relating to insurance/indemnification coverage are areas within the negotiated contract that depart from the Board's directed clauses:

- 11. Indemnification** – P&WC insisted the existing contract language in this provision be amended to include the following: *“Contractor shall not be responsible for any indirect, incidental or consequential damages incurred by the District, the County, its Special Districts, elected and appointed officers, employees and agents relative to this provision, including, with limitation, economic loss, loss or damage to any property or person and any other exemplary, punitive or similar damage to any property or person.”*
- 12. General Insurance Requirements** - P&WC insisted the existing contract language in this provision be amended as follows: *“Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the District for claims or losses arising out of Contractor's negligence.”*
- 13. Evidence of Insurance** – P&WC insisted on deleting the following language from the insurance provision:
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials officers and employees as insureds for all activities arising from this Contract;
 - Identify any deductibles or self-insured retentions for the District's approval. The District retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the District, or, require the contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 14. Insurer Financial Ratings** – P&WC insisted the existing contract language be amended as follows: *“Insurance is to be provided by an insurance company with an A.M. Best rating of not less than A:VII unless otherwise approved by the District”:*
- 15. Failure to Maintain Coverage** – P&WC insisted the existing contract language be amended as follows: *“The Contractor has submitted, pursuant to the District's written*

request, evidence of insurance which has been deemed acceptable by District. Contractor shall furnish, upon request by the District, evidence of insurance in similar format to District each year throughout the term of this Contract. Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the District, pursuant to its written request, shall constitute a breach of the Contract upon which the District may terminate or suspend this Contract."

- 16. Compensation for District Costs** - P&WC insisted the existing contract language be amended as follows: *"In the event that the Contractor fails to comply with any of the indemnification of this contract for which it has been adjudicated that Contractor is otherwise responsible for, and such failure to comply results in any actual costs to the District that are not considered consequential damages, the Contractor shall pay full compensation for those costs incurred by the District."*

Although these terms and conditions were aggressively negotiated by the District with the assistance of the CEO Risk Management and County Counsel, the provisions as described above represent the best position that could be obtained by the District. This contract is submitted to your Board for approval with the District's belief that it represents a minimal risk position for the District given the District's need for these services. The nature of this contract is to provide maintenance inspection and service that is necessary and essential to the safe flight of the Bell 412 helicopters.

It is recommended that your Board approve this contract with the identified exceptions that were negotiated, based upon the identified business and operational needs for this contract.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the helicopter engine maintenance repair services contract will allow the District to continue to obtain inspection, repair and maintenance services for its Bell 412 helicopter fleet. This fleet serves a critical role in fire suppression, disaster response and recovery and emergency medical response provided by the District throughout Los Angeles County.

Additionally, approval of this contract will allow the District to continue to obtain intermittent, as-needed maintenance and repair services for its Bell 412 helicopter fleet. As evidenced by the recent wildfires, these services are critical in circumstances which necessitate a quick response to threats to life, property and the environment.

The Honorable Board of Supervisors

April 1, 2008

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CONCLUSION

Upon approval by your Honorable Board, please return to the District three (3) original certified copies of the adopted Board Letter and attachments to the following offices:

1. Consolidated Fire Protection District Of Los Angeles County
Executive Office
1320 N. Eastern Avenue
Los Angeles, CA 90063
Attention: Chief Deputy Gary Lockhart

2. Consolidated Fire Protection District Of Los Angeles County
Support Services Bureau
1320 N. Eastern Avenue
Los Angeles, CA 90063
Attention: Deputy Chief Jesus Burciaga

3. Consolidated Fire Protection District of Los Angeles County
Materials Management Division
5801 S. Eastern Avenue, Suite 100
Commerce, CA 90040
Attention: James C. Ealey, Division Chief

It is requested that the Executive Office of the Board notify the District's Contracts Administrator, Lucy Guadiana, at (323) 838-2275 when the documents become available.

Respectfully submitted,



P. MICHAEL FREEMAN

PMF:lg

Enclosures

c: Chief Executive Officer
County Counsel
Auditor-Controller



CONTRACT

BY AND BETWEEN

CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY

AND

PRATT & WHITNEY CANADA

FOR

**HELICOPTER ENGINE MAINTENANCE
AND REPAIR SERVICES**

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STANDARD EXHIBITS

- A STATEMENT OF WORK
- B STATEMENT OF HOURLY RATES, COSTS, AND FIXED FEES
- C CONTRACTOR'S EEO CERTIFICATION
- D DISTRICT'S ADMINISTRATION
- E CONTRACTOR'S ADMINISTRATION
- F FORMS REQUIRED AT TIME OF CONTRACT EXECUTION
(INTENTIONALLY OMITTED)
- G JURY SERVICE ORDINANCE
- H SAFELY SURRENDERED BABY LAW

1.0 APPLICABLE DOCUMENTS

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

1.1 Standard Exhibits:

EXHIBIT A - **Statement of Work**

EXHIBIT B - **Statement of Hourly Rates, Costs, and Fixed Fees**

EXHIBIT C - **Contractor's EEO Certification**

EXHIBIT D - **District's Administration**

EXHIBIT E - **Contractor's Administration**

EXHIBIT F - **Intentionally Omitted**

EXHIBIT G - **Jury Service Ordinance**

EXHIBIT H - **Safely Surrendered Baby Law**

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 CONTRACT:** Agreement executed between District and Contractor. It sets forth the terms and conditions for the issuance and performance of the *Statement of Work, Exhibit A*.
- 2.2 CONTRACTOR:** The sole proprietor, partnership, or corporation that has entered into a contract with the District to perform or execute the work covered by the Statement of Work.
- 2.3 CONTRACTOR PROJECT MANAGER:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 COUNTY:** Refers to the County of Los Angeles
- 2.5 DISTRICT:** Refers to the Consolidated Fire Protection District of Los Angeles County.
- 2.6 DISTRICT CONTRACT DIRECTOR:** Person 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.
- 2.7 DISTRICT CONTRACT ADMINISTRATOR:** Person designated by District with authority for District on contractual or administrative matters relating to this Contract that cannot be resolved by the District's Project Manager.
- 2.8 DISTRICT CONTRACT PROJECT MANAGER:** Person designated by District's Project Director to manage the operations under this Contract.
- 2.9 DAY(S):** Calendar day(s) unless otherwise specified.
- 2.10 FISCAL YEAR:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

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

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

4.0 TERM OF CONTRACT

- 4.1** After approval of this Contract by the Board of Supervisors, the term of this Contract shall be for a period of three (3) years, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The District shall have the sole and exclusive option to extend this Contract term for two (2) one-year periods and additional twelve (12) month-to month extensions, for a maximum total Contract term of six (6) years. Each such option and extension shall be exercised at the sole discretion of the Fire Chief or authorized designee, as authorized by the Board of Supervisors.
- 4.3** The Contractor shall notify District when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to District at the address herein provided in *Exhibit D - District's Administration*.

5.0 CONTRACT SUM

- 5.1** The amount the District shall expend from its own funds during the Contract's entire term for Engine and Accessory Maintenance Repairs & Modification shall not exceed, in aggregate, **\$2.5 million** per year. The hourly labor rate charged by Contractor shall be subject to annual escalation of Contractor's published labor rates, applied the first January each year.
- 5.2** The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or

takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the District's express prior written approval.

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

5.4 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF CONTRACT

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

Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 INVOICES AND PAYMENTS

- 5.5.1** The Contractor shall invoice the District only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the District under the terms of this Contract.

The Contractor's payments shall be as provided in *Exhibit B – Statement of Hourly Rates, Costs, and Fixed Fees*, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the District. If the District does not approve work in writing no payment shall be due to the Contractor for that work.

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

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

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

*Consolidated Fire Protection District of Los Angeles County
Financial Management Division – Expenditure Management
P.O. Box 910901*

Commerce, California 90091-0901

5.5.5 District Approval of Invoices. All invoices submitted by the Contractor for payment must have the written approval of the District's Contract Project Manager prior to any payment thereof. In no event shall the District be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld. To assist the District in making timely payment for services provided hereunder, Contractor's invoice shall contain the following:

- (1) Contract number
- (2) Date of Service
- (3) A breakdown of labor hours, hourly rate and material costs as separate items, e.g., Labor: 3 hours @ \$30/hour = \$90.00

This detail is required when job price is quoted as time and material at the beginning of any individual work item.

- (4) Fixed fees (e.g., any flat rate job) authorized by the District's Project Manager or authorized designee
- (5) Employee Name and Employee Number of District Employee who ordered or authorized service
- (6) A copy of subcontractor or sublet cost with invoice if a portion of work is contracted out Signature of authorized District employee. Contractor's failure to obtain the signature of the District employee authorizing the work shall invalidate the repair order and will result in non-payment.

5.5.6 Contractor shall send one (1) copy of the invoice to the District's Project Manager (in addition to sending invoice to Financial Management Division). The District's Project Manager shall review and approve all invoices of payment that meet criteria as set forth in contract. Copy shall be mailed or faxed to:

*Dave Eastham, Project Manager
Consolidated Fire Protection District of Los Angeles County
Air Operations Helicopter Maintenance
12605 Osborne Street
Pacoima, Ca 91331-2129*

Fax (818) 890-5740

5.5.7 Local Small Business Enterprises – Prompt Payment Program

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

6.0 ADMINISTRATION OF CONTRACT - DISTRICT

DISTRICT ADMINISTRATION

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

6.1 DISTRICT'S CONTRACT DIRECTOR

Responsibilities of the District's Contract Director include:

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

6.2 DISTRICT'S CONTRACT ADMINISTRATOR

Responsibilities of the District's Contract Administrator include:

- ensuring that the objectives of this Contract are met;
- providing direction to Contractor in the areas relating to District policy, information requirements, and procedural requirements.
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

6.3 DISTRICT'S CONTRACT PROJECT MANAGER

The District's Contract Project Manager is responsible for overseeing the day-to-day administration of this Contract. These responsibilities include:

- Meeting and or conferencing with Contractor's Project Manager on a regular basis and

- Inspecting any and all task, deliverable, goods, services, or other work provided by or on behalf of Contractor.

The District's Contract 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 District in any respect whatsoever.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 CONTRACTOR'S PROJECT MANAGER

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

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

7.1.3 The Contractor's Project Manager must have a minimum of four (4) years of experience.

7.2 CONTRACTOR'S STAFF IDENTIFICATION

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.3 BACKGROUND AND SECURITY INVESTIGATIONS

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

The fees associated with obtaining the background information and performing the background clearance investigation shall be at the expense of the District, regardless if the Contractor's staff passes or fails the background clearance investigation.

7.3.2 District may request that the Contractor's staff be immediately removed from working on the District Contract while on District premises at any time during the term of this Contract. District will not provide to the Contractor or to the Contractor's staff any information obtained through the District conducted background clearance.

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

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

7.4 CONFIDENTIALITY

7.4.1 The Contractor shall maintain the confidentiality of all records obtained from the District under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

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

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by District's Contract Administrator.

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 District reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by District's Contract Administrator.

8.1.3 The District's Contract Administrator, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the District's Contract Administrator.

8.2 ASSIGNMENT AND DELEGATION

8.2.1 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to

give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of District in accordance with applicable provisions of this Contract.

8.3 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 COMPLAINTS

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

8.4.1 Within thirty (30) business days after Contract effective date, the Contractor shall provide the District with the Contractor's policy for receiving, investigating and responding to user complaints.

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

8.4.3 If the District requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for District approval.

8.4.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the District for approval before implementation.

8.4.5 The Contractor shall preliminarily investigate all complaints and notify the District's Project Manager of the status of the

investigation within five (5) business days of receiving the complaint.

8.4.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.4.7 Copies of all written responses shall be sent to the District's Project Manager within three (3) business days of mailing to the complainant.

8.5 COMPLIANCE WITH APPLICABLE LAW

8.5.1 The Contractor shall comply with all applicable Canadian, Federal, State, and California laws, rules, regulations, ordinances, and directives, to the extent the work is performed in California, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.5.2 The Contractor shall indemnify and hold harmless the District from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives. Unless caused by the knowing violation of law or intentional acts of Contractor, or its employees, agents, or subcontractors, Contractor shall not be responsible for any indirect, incidental or consequential damage incurred by the District relative to this provision, including, without limitation, economic loss, loss or damage to any property or person and any other exemplary, punitive or similar damages.

8.6 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract to the extent that work is performed in a U. S. jurisdiction. The Contractor shall comply with *Exhibit C - Contractor's EEO Certification*.

8.7 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.7.1 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 District Code, a copy of which is attached as *Exhibit G* and incorporated by reference into and made a part of this Contract. Contractor shall comply with the specific laws outlined in the paragraph to the extent that work is performed in the District's jurisdiction.

8.7.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the District's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the

2. Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
3. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the District or a subcontract with a District Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more District contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the District, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the District under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

4. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor shall immediately notify the District if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The District may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the District’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.
5. Contractor’s violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, District may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future District contracts for a period of time consistent with the seriousness of the breach.

8.8 CONFLICT OF INTEREST

- 8.8.1 No District employee whose position with the District enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed

in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the District's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the District's approval or ongoing evaluation of such work.

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

**8.9 CONSIDERATION OF HIRING COUNTY EMPLOYEES
TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

Contractor shall comply with the specific laws outlined in this paragraph to the extent that work is performed in the District's jurisdiction.

8.10 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractor shall comply with the specific laws outlined in this paragraph to the extent that work is performed in the District's jurisdiction.

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

8.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.11.1 Responsible Contractor

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

8.11.2 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 District acquires information concerning the performance of the Contractor on this or other contracts which indicates that the

Contractor is not responsible, the District may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on District contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the District.

8.11.3 Non-responsible Contractor

The County or District may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the District or a nonprofit corporation created by the District, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the District, any other public entity, or a nonprofit corporation created by the District, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the District or any other public entity.

8.11.4 Contractor Hearing Board

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.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is

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

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The District may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide

change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the District.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.11.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of District Contractors.

8.12 CONTRACTOR’S ACKNOWLEDGEMENT OF DISTRICT’S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

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

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

8.13.1 The Contractor acknowledges that the District has established a goal of ensuring that all individuals who benefit financially from the District through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the District and its taxpayers. Contractor shall comply with the specific laws outlined in this paragraph to the extent that work is performed in the District’s jurisdiction.

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

8.14 DISTRICT'S QUALITY ASSURANCE PLAN

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

8.15 DAMAGE TO DISTRICT FACILITIES, BUILDINGS OR GROUNDS

8.15.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to District facilities, buildings, or grounds caused by the Contractor or employees or

agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence. Unless caused by the knowing violation of law or intentional acts of Contractor, or its employees, agents, or subcontractors, Contractor shall not be responsible for any indirect, incidental or consequential damage incurred by the District relative to this provision, including, without limitation, economic loss, loss or damage to any property or person and any other exemplary, punitive or similar damages.

8.15.2 If the Contractor fails to make timely repairs, District may make any necessary repairs. All costs incurred by District, as determined by District, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.16 EMPLOYMENT ELIGIBILITY VERIFICATION

8.16.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, to the extent that work is performed by the Contractor's employees in the U.S. all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period

prescribed by law.

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

8.17 FACSIMILE REPRESENTATIONS

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

8.18 FAIR LABOR STANDARDS

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

performed in the United States.

8.19 FORCE MAJEURE

8.19.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this *Contract*, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

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

8.19.3 *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.*

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.21 INDEPENDENT CONTRACTOR STATUS

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

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

8.21.3 The Contractor understands and agrees that all persons performing work in the U.S. pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the District. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any

injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the District, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract. Contractor shall not be responsible for any indirect, incidental or consequential damages incurred by the District, the County, its Special Districts, elected and appointed officers, employees and agents relative to this provision, including, with limitation, economic loss, loss or damage to any property or person and any other exemplary, punitive or similar damage to any property or person.

8.23 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the District and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the District for claims or losses arising out of Contractors negligence.

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

*Consolidated Fire Protection District of
Los Angeles County
Materials Management Division / Contracts Section
5801 S. Eastern Avenue, Suite 100*

Commerce, California 90040-4001

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

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

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

8.23.3 Failure to Maintain Coverage: The Contractor has submitted, pursuant to the District's written request, evidence of insurance which has been deemed acceptable by District. Contractor shall furnish upon written request by the District, evidence of insurance in similar format to District each year throughout the term of this Contract. Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the District, pursuant to its written request, shall constitute a breach of the Contract upon which the District may terminate or suspend this Contract.

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

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the District. Such report shall be made in writing within 24 hours of occurrence.

- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed
- by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on District property. This report shall be submitted on a District “Non-employee Injury Report” to the District’s Project Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of District property, monies or securities entrusted to the Contractor under the terms of this Contract.

8.23.5 Compensation for District Costs: In the event that the Contractor fails to comply with any of the indemnification of this contract for which it has been adjudicated that Contractor is otherwise responsible for, and such failure to comply results in any costs to the District that are not considered consequential damages, the Contractor shall pay full compensation for those costs incurred by the District.

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

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

8.24 INSURANCE COVERAGE REQUIREMENTS

The type and amount of general liability insurance coverage shall depend on whether the Contractor is providing repair and/or maintenance services that are critical or non-critical to the safe operations and flight of the aircraft. The District, at its sole discretion, shall make determination which services are critical or non-critical. Listed below in Sub-Paragraph 8.24.1, are requirements for those Contractors providing non-critical services as identified in *Statement of Work, 6.0*; Sub-Paragraph 8.24.2 identifies requirements for those Contractors providing repairs and/or maintenance services that are critical to the safe operations and flight of the aircraft.

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

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

8.24.2 Aviation Comprehensive General Liability insurance with limits of not less than the following and include a severability of interest clause providing that such policy shall operate in the same manner as if there were separate policy covering each insured:

Premises and Contractual Liability	\$50 million/occurrence
Products/Completed Operations	\$50 million/occurrence
Personal and Advertising Injury	\$50 million/offense
Hangerkeepers Liability	\$50 million/aircraft

8.24.3 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include

coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.

8.24.4 Workers’ Compensation and Employers’ Liability

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

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

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

8.25 MOST FAVORED PUBLIC ENTITY

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

8.26 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.26.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status,

or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Contractor shall comply with the specific laws outlined in the paragraph to the extent the work is performed in District's jurisdiction.

8.26.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit C - Contractor's EEO Certification*.

8.26.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.26.4 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.

8.26.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this

Contract or under any project, program, or activity supported by this Contract.

8.26.6 The Contractor shall allow District representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.26 when so requested by the District.

8.26.7 If the District finds that any provisions of this sub-paragraph 8.26 have been violated, such violation shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract. While the District reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the District that the Contractor has violated the anti-discrimination provisions of this Contract.

8.26.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the District shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.27 NON EXCLUSIVITY

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

8.28 NOTICE OF DELAYS

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

8.29 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the District's Contract Administrator and/or District's Contract Director any dispute between the District and the Contractor regarding the performance of services as stated in this Contract. If the District Contract Administrator or District Contract Director is not able to resolve the dispute, the District, or designee shall attempt to resolve it, in the event that the District or the District's designee cannot resolve the dispute, P&WC reserves the right to pursue alternate courses of action.

8.30 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015. Contractor shall comply with the specific laws outlined in the paragraph to the extent the work is performed in District's jurisdiction.

8.31 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its

implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit I* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

Contractor shall comply with the specific laws outlined in the paragraph to the extent the work is performed in District's jurisdiction.

8.32 NOTICES

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

8.33 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.34 PUBLIC RECORDS ACT

8.34.1 Any documents submitted by the Contractor; all information obtained in connection with the District's right to audit and inspect the Contractor's documents, books, as well as those documents which were required to be submitted in response to this Contract, become a matter of public record and shall be regarded as public except for those documents which

are marked “trade secret”, “confidential” or “proprietary” and which are not public records pursuant to the California Government Code Section 6250 et seq. (Public Records Act). The District shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction. The District agrees to provide Contractor prompt notice of any request for documents marked “trade secret”, “confidential” or “proprietary” and an opportunity to oppose any such request for disclosure.

8.34.2 In the event the District is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to cooperate with the District in defending such an action.

8.35 PUBLICITY

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

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the

name of the District without the prior written consent of the District's Project Director. The District shall not unreasonably withhold written consent.

8.35.2 The Contractor may, without the prior written consent of District, indicate in its proposals and sales materials that it has been awarded this Contract with the District of Los Angeles, provided that the requirements of this sub-paragraph 8.35 shall apply.

8.36 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.

8.37 SUBCONTRACTING

8.37.1 Contractor agrees to take full responsibility for the scope of work performed by any of its subcontractors.

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

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.13 - Contractor's Warranty of Adherence to District's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the District under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the District may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to District Code Chapter 2.202.

Contractor shall comply with the specific laws outlined in the paragraph to the extent the work is performed in District's jurisdiction.

8.39 TERMINATION FOR CONVENIENCE

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

8.39.2 After receipt of a notice of termination and except as otherwise directed by the District, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.40 TERMINATION FOR DEFAULT

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

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress

toward a cure within thirty (30) working days (or such longer period as the District may authorize in writing) after receipt of written notice from the District specifying such failure. Default must not have been created as a result of the other party's acts or omissions.

8.40.2 In the event that the District terminates this Contract in whole or in part as provided in sub-paragraph 8.40.1, the District may procure, upon such terms and in such manner as the District may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the District for any and all excess costs incurred by the District, as determined by the District, for such similar goods and services. Contractor will not be responsible for excess costs incurred by the District if goods or services are purchased from a third party. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.40.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.40.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the District in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a

Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform.

As used in this sub-paragraph 8.40.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.40.4 If, after the District has given notice of termination under the provisions of this sub-paragraph 8.40, it is determined by the District that the Contractor was not in default under the provisions of this sub-paragraph 8.40, or that the default was excusable under the provisions of sub-paragraph 8.40.3, the rights and obligations of the parties shall continue as is.

8.40.5 The rights and remedies of the District provided in this sub-paragraph 8.40 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.41 TERMINATION FOR IMPROPER CONSIDERATION

8.41.1 The District may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any District officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the District shall be entitled to pursue the same remedies

against the Contractor as it could pursue in the event of default by the Contractor.

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

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

8.42 TERMINATION FOR INSOLVENCY

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

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a Bankruptcy Order has been filed under the Bankruptcy and Insolvency Act [R.S.C. 1985, c. B-3] or a Winding-up Order has been filed under the Winding-up and Restructuring Act [R.S.C. 1985, c W-11] and whether or not the Contractor is insolvent within the meaning of the Bankruptcy and Insolvency Act or the Winding-up and Restructuring Act;
- The filing by the Contractor of a Notice of Intention to make a proposal under the Bankruptcy and Insolvency Act;
- The filing of a Bankruptcy Order regarding the Contractor under the Bankruptcy and Insolvency Act or
- of a Winding-up Order regarding the Contractor under

the Winding-up and Restructuring Act;

- The appointment of a Receiver or Trustee for the Contractor, or
- The execution by the Contractor of an Assignment for general benefit of creditors under the Bankruptcy and Insolvency Act.

8.42.2 The rights and remedies of the District provided in this subparagraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.44 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

written notification of same, District agrees to pay for all work and services performed up to the date of termination. The District shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.45 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.46 WAIVER

No waiver by the District of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the District to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.46 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.47 WARRANTY AGAINST CONTINGENT FEES

8.47.1 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.

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- 9.1.1** This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.1.2** The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 9.1.3** The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a District official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 9.1.4** If the Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to the District any difference between the contract amount and what the District's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).
- The above penalties shall also apply if the Contractor is no longer eligible for certification as a result in a change of their status and the Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information. Contractor shall comply with the specific laws outlined in the paragraph to the extent that work is performed in the District's jurisdiction.

9.2 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 9.2.1** This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles District Code.
- 9.2.2** Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 9.2.3** Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a District official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

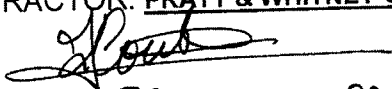
9.2.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information and which knew, or should have known, the information furnished was incorrect or the information withheld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

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

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award. Contractor shall comply with the specific laws outlined in the paragraph to the extent that work is performed in the District's jurisdiction.

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

CONTRACTOR: PRATT & WHITNEY CANADA

By 
Name JEAN-LUC COUDERC

GLOBAL SALES MANAGER
Title

CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES

By _____
Chair, Board of Supervisors

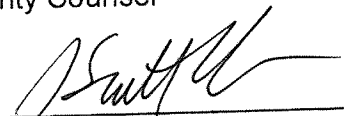
ATTEST:

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

By _____

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By 
Senior Deputy County Counsel

Required Form - Exhibit 1A
Consolidated Fire Protection District of Los Angeles County
Engine & Accessory Maintenance, Repair & Modifications

STATEMENT OF HOURLY RATES, COSTS, AND FIXED FEES

Business Name Pratt & Whitney Canada

Address 1000 Marie Victorin Boulevard

City Longueuil Quebec, Canada State _____ Zip J4G 1A1

Contact Name Scott Dial

Phone # 1-918-968-0549 Cell 1-918-688-4487 Fax # 1-918-968-0551

24 Hour Contact 1-800 268-8000 Toll Free # 1-800-268-8000

Business Days & Hours Monday through Friday 8:00 to 5:00 24 Hr HELP Desk 1800-268-8000

FAA Approved Repair Station Certificate Number (if applicable) not applicable

Transport Canada AMO Certificate of Approval (if applicable) 20-00

Other License (if applicable): see attached

WEBVEN Vendor # (Required): _____ REGISTER AT: http://lacounty.info/doing_business/main_db.htm

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

The hourly labor rates for this contract shall be:

Regular Hourly Rate: \$93.40

Overtime Hourly Rate: \$93.40

Freight: (FOB Destination – Show Freight as a separate line item) \$ FCA P+WC dock

Fixed Fees or Unit Prices: (Attach Exhibit 1A, page 3 to define how your company charges for these services.)

*Materials / Parts Markup Percentage: (The maximum bid allowance is 15 %) 15%

*Subcontracted Work Markup Percentage: (The maximum bid allowance is 15 %) 15%

*** The maximum allowed percentage markup is 15%. When putting in your markup percentage, DO NOT use a multiplier.**

Appendix B : General Pricing¹ (PT6T-3B PT6T-3D)

Period of Validity: 01 July 2007 - 31 December 2007

Labour Summary	P&WC 2007 Pricing Structure (USF)	2007 Customer Pricing Structure (USF)
Extra labor/rework	Standard hourly rate \$93.40	\$93.40 per hour
Basic flat rate overhaul Twin Pac	\$ 60,584.00	\$60,584.00
Basic flat rate overhaul Power Section	\$24,761.00	\$24,761.00
Basic flat rate overhaul Combining Gearbox	\$14,795.00	14,795.00
Test cell labour (overhaul)	*incl. in basic flat rate overhaul	*incl. in basic flat rate overhaul
Test cell labour Twin Pac (repair)	\$5,236.40	\$5,236.40
Test cell labour Power Section (repair)	\$1,706.60	\$1,706.60
Test cell labour Combining Gearbox (repair)	\$1,823.20	\$1,823.20
Packaging labour Twin Pac (repair)	\$3,148.20	\$3,148.20
Packaging labour Power Section (repair)	\$985.80	\$985.80
Packaging labour Combining Gearbox (repair)	\$1,176.60	\$1,176.60
Tear-down Evaluation Only Power Section	\$6,500.00	\$6,500.00
Tear-down Evaluation Only	\$4,500.00	\$4,500.00
TBO Evaluation	\$5,000.00	\$5,000.00
Material Summary		
New parts embodied at repair	P&WC 501 List Less Discount	P&WC LL 20%
New parts over the counter sales	P&WC 501 List Less Discount	P&WC LL 20%
Customer furnished material	12.5 % mark-up on P&WC 501 List Price	12.5 % mark-up on P&WC 501 List Price
P&WC non-approved parts		No Charge for P&WC Serviceable Tagged Parts in the event P&WC cannot provide
LCF Material Summary		
New LCF parts embodied at Overhaul/repair	P&WC does not recognize Non-approved Parts	
Exchange Material Summary		
Component exchange	ACS component repair pricing guide	Flat Rate +15%

¹ All prices quoted herein are in U.S. dollars.

Appendix B : General Pricing PT6T-3B Cont'

Overhaul Condition Summary	P&WC 2007 Pricing Structure (US\$)	2007 Customer Pricing Structure (US\$)
Used serviceable parts	P&WC 501 List Less Discount	P&WC LL 50%
Accessories Summary		
External accessories (LRUs) repair & overhaul	ACS accessories services pricing guide	ACS accessories services pricing guide Less 2%
TEST CELL FEES		
Test cell labour Twin Pac Repair & Overhaul	\$6,572.00	\$6,572.00
Test cell labour Power Section Repair & Overhaul	\$2,173.00	\$2,173.00
Testcell labour Combining Gearbox Repair & Overhaul	\$2,035.00	\$2,035.00
Other Summary		
Bulk Issue (Flat Rate)		
Twin Pac Assembly	\$ 5,062.20	No Charge
Power Section Assembly	\$ 2,152.00	No Charge
Combining Gearbox Assembly	\$869.20	No Charge
Packaging (Flat Rate)		
Twin Pac Assembly	\$1,961.00	No Charge
Power Section Assembly	\$1,484.00	No Charge
Combining Gearbox Assembly	\$827.00	No Charge
RENTAL FEES		
PT6T-3B Power Section	Per Annex C	Per Annex C
PT6T-3B Combining Gearbox	Per Annex C	Per Annex C
Demurrage Fees: Unit on Hold/ Late Rental Returns		
Combining Gear	\$179.00 Per Day	\$179.00 Per Day
Power Section	\$279.00 Per Day	\$279.00 Per Day
Sub-contract Summary		
Component repairs	ACS component repair pricing guide	ACS component repair pricing guide

Rental Engines

Published Rates -- Year 2007

Attachment B

MODEL	DAILY CHARGE	HOURLY RATE	DAILY PER DIEM CHARGE FOR NO CORE RECEIPT*	DAILY DEMURRAGE PER DIEM CHARGE	INSURANCE VALUE
PT6T-3, 3B, 6 GB	\$57.00	\$57.00	\$179.00	\$179.00	\$325,500
PT6T-3, 3B, 6 PS	\$73.00	\$76.00	\$279.00	\$279.00	\$467,250
PT6T-3, 3B, 6 TP	\$191.00	\$201.00	\$735.00	\$735.00	\$1,155,000
PT6I-3D GB	\$57.00	\$57.00	\$179.00	\$179.00	\$351,750
PT6T-3D PS	\$73.00	\$81.00	\$279.00	\$279.00	\$509,250
PT6T-3D TP	\$191.00	\$212.00	\$735.00	\$735.00	\$1,260,000

Required Form - Exhibit 1A
Consolidated Fire Protection District of Los Angeles County
Engine & Accessory Maintenance, Repair & Modifications

STATEMENT OF HOURLY RATES, COSTS, AND FIXED FEES

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

Note Exceptions Detailed Below

By Eva Azoulay  Date: September 19, 2007

Title: Director - Commercial Telephone: 450-647-2577

Exceptions: Hourly rates quoted shall be subject to annual escalation, to be applied on the 1st of January each year to reflect changes in published P&WC Service Centre labour rates.

: Any applicable taxes are the responsibility of the District of Los Angeles County

**Los Angeles County Community Business Enterprise Program (CBE)
Request for Local SBE Preference Program Consideration
and CBE Firm/Organization Information Form**

INSTRUCTIONS: Proposers responding to this solicitation must complete and return this form for proper consideration of the bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____

I AM NOT I AM A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.

As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number : _____

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: Sole Proprietorship Partnership Corporation Non-Profit Franchise
 Other (Please Specify) _____

Total Number of Employees (including owners): Approximately 10,000

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American	Note: As a Canadian Corporation we do not categorize our employees.					
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

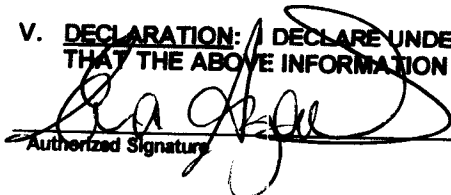
III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed. Note: P&WC is owned by UTC, a publicly traded Corporation

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use the back of this form, if necessary.)

Agency Name	Minority	Women	Disadvantage	Disabled Veteran	Expiration Date
<u>Not Applicable</u>					

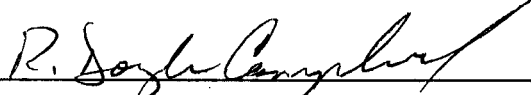
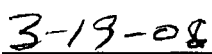
V. DECLARATION: DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.


Authorized Signature

Director - Commercial
Title

September 12, 2007
Date

SOLE SOURCE CHECKLIST

Check (√)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS <i>Identify applicable justification and provide documentation for each checked item.</i>
✓	➤ Only one bona fide source for the service exists; performance and price competition are not available.
✓	➤ Quick action is required (emergency situation).
☐	➤ Proposals have been solicited but no satisfactory proposals were received.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
✓	➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	➤ It is most cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best interest of the County e.g., administrative cost savings, excessive learning curve for a new service provider, etc.
	➤ Other reason. Please explain:
<div style="display: flex; justify-content: space-between;"> <div data-bbox="180 1308 738 1522">  Deputy Chief Executive Officer, CEO </div> <div data-bbox="738 1308 1357 1522">  Date </div> </div>	



COUNTY OF LOS ANGELES

ATTACHMENT D

FIRE DEPARTMENT

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

P. MICHAEL FREEMAN
FIRE CHIEF
FORESTER & FIRE WARDEN

March 23, 2007

TO: EACH SUPERVISOR

FROM: P. MICHAEL FREEMAN

*MWD
for PMF*

REQUEST TO PROCEED WITH NEGOTIATIONS FOR A REPAIR CONTRACT WITH PRATT & WHITNEY CANADA FOR ENGINE AND ACCESSORY MAINTENANCE, REPAIR AND MODIFICATION SERVICES FOR THE BELL 412 HELICOPTERS

This letter provides advance notification to your Board that the Consolidated Fire Protection District of Los Angeles County (District) intends to enter into negotiations for a repair contract with Pratt & Whitney Canada.

Under the proposed contract, Pratt & Whitney Canada will provide as-needed repair, modification and overhauls to the turbine engines and accessories installed on the District's Bell 412 Helicopters. The proposed contract term shall be for a period of three (3) years. The District shall have the sole and exclusive option to extend the contract term for two (2) one-year periods and additional twelve (12) month-to-month extensions, for a maximum contract term of six (6) years. Renewal options will be at the sole discretion of the Fire Chief or his authorized designee, and the contract shall commence after approval of your Board.

Prior maintenance, repairs, and overhauls were authorized through Board Letters giving the authority to the County Purchasing Agent to complete and execute all necessary purchasing documents relative to the completion of maintenance, repairs and overhauls on "Twin-Pac" engine installations, as established by the Original Equipment Manufacturer (OEM) and the Federal Aviation Administration (FAA).

Per the requirements for sole source contracts \$250,000 or greater, we will proceed with negotiating the contract within two weeks unless otherwise instructed by your Board.

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

AGOURA HILLS	CALABASAS	DIAMOND BAR	HIDDEN HILLS	LA MIRADA	MALIBU	POMONA	SIGNAL HILL
ARTESIA	CARSON	DUARTE	HUNTINGTON PARK	LA PUENTE	MAYWOOD	RANCHO PALOS VERDES	SOUTH EL MONTE
AZUSA	CERRITOS	EL MONTE	INDUSTRY	LAKEWOOD	NORWALK	ROLLING HILLS	SOUTH GATE
BALDWIN PARK	CLAREMONT	GARDENA	INGLEWOOD	LANCASTER	PALMDALE	ROLLING HILLS ESTATES	TEMPLE CITY
BELL	COMMERCE	GLENDORA	IRWINDALE	LAWNDALE	PALOS VERDES ESTATES	ROSEMEAD	WALNUT
BELL GARDENS	COVINA	HAWAIIAN GARDENS	LA CANADA FLINTRIDGE	LOMITA	PARAMOUNT	SAN DIMAS	WEST HOLLYWOOD
BELLFLOWER	CUDAHY	HAWTHORNE	LA HABRA	LYNWOOD	PICO RIVERA	SANTA CLARITA	WESTLAKE VILLAGE
BRADBURY							WHITTIER