



COUNTY OF LOS ANGELES

FIRE DEPARTMENT

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

P. MICHAEL FREEMAN
FIRE CHIEF
FORESTER & FIRE WARDEN

December 14, 2010

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

Dear Supervisors:

**APPROVAL OF CONTRACT FOR TURNOUT AND ACCESSORY CLEANING AND
REPAIR SERVICES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is seeking Board approval to contract with ECMS, Inc., who will provide cleaning and repair services for turnouts and accessories for all uniformed personnel of the District. The District's current Contract with ECMS, Inc. will expire on December 16, 2010. If approved, the total possible term for the Contract will be five (5) years and six (6) months.

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

1. Approve and instruct the Mayor to sign a Contract (Attachment A) with ECMS, Inc. to provide turnout and accessory cleaning and repair services for the District. The initial term of the Contract will be for three (3) years, with two (2) one-year extensions, and also include an additional six (6) month-to-month extensions, not to exceed a total possible Contract term of five (5) years and six (6) months. This Contract will become effective upon approval by the 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	GLENDDORA	IRVINDALE	LAWNDALE	PALOS VERDES ESTATES	ROSEMEAD	WALNUT
BELL GARDENS	COVINA	HAWAIIAN GARDENS	LA CANADA FLINTRIDGE	LOMITA	PARAMOUNT	SAN DIMAS	WEST HOLLYWOOD
BELLFLOWER	CUDAHAY	HAWTHORNE	LA HABRA	LYNWOOD	PICO RIVERA	SANTA CLARITA	WESTLAKE VILLAGE
BRADBURY							WHITTIER

2. Authorize the total Contract expenditure for the first three (3) years, two (2) one-year renewal options, and six (6) month-to-month extensions at \$1.375 million, in an amount not to exceed \$250,000 per year. This expenditure represents the Board approved overall authority of \$250,000 annually for the District's turnout and accessory cleaning and repair services. Cost of Living Adjustment (COLA) requests for multi-year service contracts will be applicable after the first contract year. (Policy No. 5.070 of the Board of Supervisors Policy Manual). Should fiscal circumstances ultimately prevent the Board of Supervisors from approving any increases in County employee's salaries, no COLAs will be granted.
3. Delegate authority to the Fire Chief, or his designee, to amend, suspend and/or terminate the Contract, if deemed necessary, in accordance with the approved Contract terms and conditions. In addition, delegate authority to the Fire Chief, or his designee, to exercise the extensions as described in paragraph 2, above.
4. Find that this Contract is exempt from the provisions of the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to enable the District to continue to obtain cleaning and repair services, as needed, for the District's turnouts and accessories. These services have been obtained from vendors as the services require specialized work that cannot be performed by District personnel. In addition, vendors are used to provide specialized cleaning services, authorized repair services and parts per manufacturer and National Fire Protection Association (NFPA) standards.

On December 16, 2010, ECMS Inc.'s current Contract with the District will expire. Board approval will enable the District to continue to receive services for the District's turnouts and accessories without a disruption in service. Board approval of this Contract is essential, as the NFPA has developed a standard to reduce the safety risks and potential health hazards related to turnout gear care, maintenance and repair. Its intent, first and foremost, is to protect firefighters, their families, and the general public that may otherwise come in contact with contaminated turnout gear.

Implementation of Strategic Plan Goals

Approval of the recommended action is consistent with the County's Strategic Plan Goal in the areas of Operational Effectiveness (Goal 1) and Public Safety (Goal 5). The Contractor has the expertise to provide these services efficiently, timely, and in a responsive manner that will support the District in meeting these goals.

FISCAL IMPACT/FINANCING

The proposed Contract expenditure for the District is \$250,000 annually. The District's FY 2010-2011 adopted budget includes sufficient funding for this Contract and provides allowances for COLA increases throughout the term of the Contract. There is no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The District is authorized to contract for these services under California Health and Safety Code Section 13861. ECMS, Inc. is in compliance with all applicable requirements and its bid was accepted based on the vendor's qualifications, experience, and willingness to comply with County and District ordinances and policies.

The Contract includes a provision for the Contractor to first consider hiring County employees targeted for layoff or qualified former County employees who are on a reemployment list during the life of the Contract when filling future vacancies. The Contract also requires that the Contractor consider hiring participants of the GAIN and GROW programs, compliance with the District's policy of compliance with the Community Business Enterprises Program (Attachment B), Child Support Compliance Program, the Contractor's Responsibility and Debarment Program, the Safely Surrendered Baby Law, the Contractor Employee Jury Services Program, and the Defaulted Property Tax Reduction Program. ECMS, Inc. agrees to maintain compliance with all other requirements throughout the term of the contract, and they will not be asked to perform services, which will exceed the approved Contract amount, scope of work or contract dates.

The Contract has been signed by ECMS, Inc. and has been reviewed and approved as to form by County Counsel. On final analysis and consideration of the awards, this vendor was selected without regard to race, color, creed, or national origin.

ENVIRONMENTAL DOCUMENTATION

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

CONTRACTING PROCESS

On August 10, 2010, the District issued an Invitation for Bids (IFB) solicitation to seek a contractor who could perform turnout and accessory cleaning and repair services. In addition to posting the announcement on the County's WebVen, advertisements were posted in three (3) local community newspapers.

Seventy-one (71) bidders were identified on the Los Angeles County Bid Website and were automatically notified via email. Four (4) IFBs were requested and distributed and of those, two (2) companies submitted bids: ECMS, Inc., and Turnout Maintenance Company, LLC.

The IFB evaluation consisted of two elements: 1) meeting all of the minimum requirements and providing all the necessary documentation and 2) the lowest cost for services. The bid submitted by ECMS, Inc. was the lowest cost, responsive, and responsible bid. Their bid was complete and responsive to all of the minimum requirements and documentation. The District sent a letter to Turnout Maintenance Company, LLC notifying them that they were not being recommended for Contract award based on the evaluation of their bid, and they were offered a proposed contractor selection review.

The local Small Business Enterprise (SBE) Program's provisions were included in the IFB. No bidder was certified as a Local SBE vendor; therefore, no local SBE credit was applied in the IFB's evaluation process.

The District has evaluated and determined that ECMS Inc. complies with the District's policy of compliance with the Community Business Enterprises Program (Attachment B), Child Support Compliance Program and Contractor's Responsibility and Debarment Program, the Safely Surrendered Baby Law, and the Contractor Employee Jury Services Program, and agrees to maintain compliance with all requirements throughout the term of the contract. The District has reviewed the Better Business Bureau and the State's Business License websites to assess the vendor's past performances, and/or negative experiences, and finds that the vendor does not have any current violations or complaints. The vendor was evaluated and deemed capable of performing the services requested, based on their qualifications and experience as stated in their bids, along with NFPA third party repair verification.

The Contract includes a COLA, which will be applicable after the third year and annually thereafter. This will allow the amount of the Contract to be adjusted annually, based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI). Also, any increase shall not exceed the general salary movement granted to County employees as determined by the CEO as of each July 1 for the prior 12 month period. Furthermore, should fiscal circumstances ultimately prevent the Board of Supervisors from approving any increases in County employee's salaries; no COLAs will be granted. This is not a Proposition A Contract; therefore, it is exempt from the Living Wage Program (County Code Chapter 2.201).

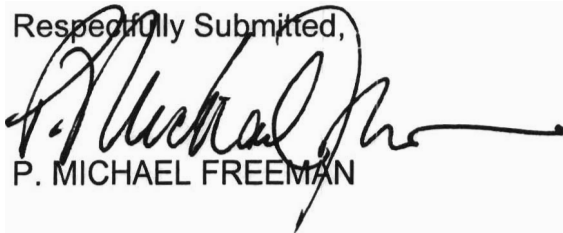
IMPACT ON CURRENT SERVICES

There will be no significant impact on current services as there will be no displacement of any County employees. These services are presently contracted with ECMS, Inc.; therefore, the Contract will not result in a reduction of service, and there is no change in risk exposure to the County.

CONCLUSION

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

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "P. Michael Freeman", is written over a light gray rectangular background. The signature is fluid and cursive, with a long horizontal flourish extending to the right.

P. MICHAEL FREEMAN

PMF:cs

Attachments

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

CONTRACT # _____



CONTRACT

BY AND BETWEEN

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

AND

ECMS, INC.

FOR

**TURNOUT AND ACCESSORY CLEANING
AND REPAIR SERVICES**

CONTRACT

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CONTRACT BETWEEN
CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY
AND
ECMS, INC.
FOR
TURNOUT AND ACCESSORY CLEANING AND REPAIR SERVICES

This Contract and Exhibits made and entered into this ___ day of _____, 2010 by and between the CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY, hereinafter referred to as "District", and ECMS, Inc., hereinafter referred to as "Contractor".

RECITALS

WHEREAS, the District is authorized by Health and Safety Code §13861 and Government Code §31000 to contract with public or private companies to provide Turnout and accessory cleaning and repair Services on an intermittent and temporary basis; and

WHEREAS, the District has the responsibility to provide Turnout and accessory cleaning and repair Services for District personnel located at the facilities named herein and to ensure the safety of its employees and to achieve its mission to protect lives and property; and

WHEREAS, the Contractor is a private firm specializing in providing Turnout and accessory cleaning and repair Services; and

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

1.0 APPLICABLE DOCUMENTS

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

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

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

2.0 DEFINITIONS

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

- 2.1 **Contract:** Agreement executed between District and Contractor. It sets forth the terms and conditions for the issuance and performance of the *Statement of Work, Exhibit A*.

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

3.0 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract and referenced in Exhibit A – Statement of Work, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the District.

4.0 TERM OF CONTRACT

- 4.1** The term of this Contract shall be three (3) years commencing after execution by District's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

- 4.2 The District shall have the sole option to extend the Contract term for up to two (2) additional one-year periods and six (6) month to month extensions, for a maximum total Contract term of five (5) years and six (6) months. A written amendment shall be executed for each such option and extension and shall be exercised at the sole discretion of the Fire Chief or 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, the Contractor shall send written notification to District at the address herein provided in *Exhibit D – District’s Administration*.

5.0 CONTRACT SUM

- 5.1 The amount the District shall expend from its own funds during the Contract’s entire Term for Turnout and Accessory Cleaning and Repair Services shall not exceed \$250,000.00 per Fiscal Year. Effective upon the expiration of the Contract’s third year, the Contract allows for the renewal options that include two (2) one-year periods and six (6) month-to-months extensions be subject to Paragraph 5.7, Cost of Living Adjustments (COLA’s).
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor’s duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the District’s express prior written approval.
- 5.3 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, 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 Contractor after

the expiration or other termination of this Contract. Should 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 or termination of this Contract shall not constitute a waiver of District's right to recover such payment from 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** The Contractor shall submit the monthly invoices to the District by the 15th calendar day of the month following the month of service.
- 5.5.5** 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 and one (1) copy, along with one (1) copy of the Work Authorization form to the following address:

**Consolidated Fire Protection District of Los Angeles County
Financial Management Division - Expenditure Management
P.O. Box 910901
Commerce, CA 90091-0901**

In addition, Contractor shall email one (1) copy of the invoice and all pertinent work order documentation to the following:

Battalion Chief Bruce Dean

Consolidated Fire Protection District of Los Angeles County

Battalion 9 headquarters

19030 Pioneer Blvd., Cerritos, CA 90703-6602

Fax: (562) 860-9106 Email: bdean@fire.lacounty.gov

5.5.6 District Approval of Invoices. All invoices submitted by the Contractor for payment must have the written approval of the District 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) Job location, station number, and/or address
- (4) 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.
- (5) Fixed fees (e.g., any flat rate job) authorized by the District's Contract Project Manager or authorized designee
- (6) Submission of a copy of the subcontractors cost(s) with the invoice when a portion of the work is performed by a subcontractor under this Contract.
(if applicable)

5.5.7 Local Small Business Enterprises (SBE)–Prompt Payment Program

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

5.7 Cost of Living Adjustments (COLA's)

The contract (hourly, daily, monthly, etc.) amount may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics'

Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in County employee salaries; no cost of living adjustments will be granted. Contractor must submit request for adjustment to District's Contract Administrator. All price increases shall be subject to acceptance and approval by the District's Contract Administrator. Upon approval by the District's Contract Administrator, the revised price may not be increased for a period of one year from the date of District's approval.

6.0 ADMINISTRATION OF CONTRACT – DISTRICT

DISTRICT ADMINISTRATION

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

6.1 District's Contract Director

Responsibilities of the District's Contract Director include:

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

6.3 District's Contract Project Manager

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

- Meeting with Contractor's Project Manager on a regular basis; and
- Inspecting any and all tasks, 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 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 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with District's Contract Project Manager on a regular basis.

7.1.3 The Contractor's Project Manager must have a minimum of two (2) years paid experience within the last four (4) years in managing a profession cleaning and repair service.

7.2 Approval of Contractor's Staff

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

7.3 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge in accordance with District specifications. Contractor staff, while on duty or when entering a District facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

7.4 Background and Security Investigations

7.4.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by District in District's sole discretion, shall undergo and pass a background investigation to the

satisfaction of District as a condition of beginning and continuing to perform services under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

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

7.4.3 District, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the District or whose background or conduct is incompatible with District facility access.

7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.3 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

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

7.5.2 The Contractor shall indemnify, defend, and hold harmless District, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents or subcontractors, to comply with

this Paragraph 7.5, as determined by District in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by District. Notwithstanding the preceding sentence, District shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide District with a full and adequate defense, as determined by District in its sole judgment, District shall be entitled to retain its own counsel, including without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by District in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of District without District's prior written approval.

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

7.5.4 Contractor shall sign and adhere to the provisions of the "*Contractor Acknowledgment & Confidentiality Agreement*", *Exhibit F1*.

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, a written Amendment shall be prepared and executed by the Contractor and by the Fire Chief or authorized designee.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The 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, a written Amendment to the Contract shall be prepared and executed by the Contractor and by the Fire Chief or authorized designee.

8.1.3 The Fire Chief or authorized designee may at his/her sole discretion, authorize extensions of time as defined in *Paragraph 4.0 - Term of Contract*. The

Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, a written Amendment to the Contract shall be prepared and executed by the Contractor and by the Fire Chief or authorized designee.

8.2 ASSIGNMENT AND DELEGATION

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

8.3 AUTHORIZATION WARRANTY

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

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to District Contracts, the District reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The District's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in the Contract.

8.5 COMPLAINTS

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

8.5.1 Within ten (10) business days after Contract effective date, the Contractor shall provide the District with the Contractor's policy for receiving, investigating and responding to user complaints.

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

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

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

- 8.5.5** The Contractor shall preliminarily investigate all complaints and notify the District's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6** When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7** Copies of all written responses shall be sent to the District's Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1** In the performance of this Contract, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2** The Contractor shall indemnify, defend and hold harmless District, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by District in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by District. Notwithstanding the preceding sentence, District shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide District with a full and adequate defense, as determined by District in its sole judgment, District shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by District in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of District without District's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy.

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 Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more District contracts or subcontracts. "Employee" means

any California resident who is a full time employee of 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 County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the District under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If 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 Contractor no longer qualifies for an exception to the Jury Service Program. In either event, 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 Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, District may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future District contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No District employee whose position with the District enables such employee to influence the award of this Contract or any competing Contract, and no spouse

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

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

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

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

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the 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.

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

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the 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 any District Contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the District.

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the District will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the District shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The District may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following; (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the District.

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

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of District Contractors.

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

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

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

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

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

8.15 DISTRICT’S QUALITY ASSURANCE PLAN

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

8.16 DAMAGE TO DISTRICT FACILITIES, BUILDINGS OR GROUNDS

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to District facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately

after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

- 8.16.2** If 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 Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

8.18 FACSIMILE REPRESENTATIONS

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

8.19 FAIR LABOR STANDARDS

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

8.20 FORCE MAJEURE

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

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

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of

the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

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

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

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the District. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in *sub-paragraph 7.4 – Confidentiality*.

8.23 INDEMNIFICATION

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

8.24 GENERAL PROVISIONS FOR ALL INSURANCE REQUIREMENTS

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

8.24.1 Evidence of Coverage and Notice to District:

- Certificate(s) of insurance coverage (Certificate) satisfactory to District, and a copy of an Additional Insured endorsement confirming District and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to District at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to District not less than 10 days prior to Contractor's policy expiration dates. The District reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000) dollars, and list any District required endorsement forms.
- Neither the District's failure to obtain, nor the District's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

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

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

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively District and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the District. District and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the District. The full policy limits and scope of protection also shall apply to the District and its Agents as an additional insured, even if they exceed the District's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that District shall receive not less than thirty (30) days advance written notice by mail of

any cancellation of the Required Insurance. Ten (10) days prior notice may be given to District in event of cancellation for non-payment of premium.

8.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that is maintains the Required Insurance shall constitute a material breach of the Contract, upon which District immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. District, at its sole discretion, may obtain damages from Contractor resulting from said breach.

8.24.5 Insurer Financial Ratings

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

8.24.6 Contractor's Insurance Shall Be Primary

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

8.24.7 Waivers of Subrogation

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

8.24.8 Sub-Contractor Insurance Coverage Requirements

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

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.10 Claims Made Coverage

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

8.24.11 Application of Excess Liability Coverage

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

8.24.12 Separation of Insureds

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

8.24.13 Alternative Risk Financing Programs

The District reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The District and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.14 District Review and Approval of Insurance Requirements

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

8.25 INSURANCE COVERAGE

8.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the District and its Agents as an additional insured, with limits of not less than:

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

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than **\$1 million** for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.4 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than **\$1 million** per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the District as the Alternate Employer, and the endorsement form shall be modified to provide that District will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.26 LIQUIDATED DAMAGES

- 8.26.1** If, in the judgment of the District, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the District, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the District, will be forwarded to the Contractor by the District, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2** If the District determines that there are deficiencies in the performance of this Contract that the District deems are correctable by the Contractor over a certain time span, the District will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the District may:
- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
 - (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Appendix C, Technical Exhibit 2*, hereunder, and that the Contractor shall be liable to the District for liquidated damages in said amount. Said amount shall be deducted from the District's payment to the Contractor; and/or
 - (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the District may correct any and all deficiencies and the total costs incurred by the District for completion of the work by an alternate source, whether it be District forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the District, as determined by the District.

8.26.3 The action noted in Sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the District cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

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

8.27 MOST FAVORED PUBLIC ENTITY

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

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

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

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

- 8.28.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6** The Contractor shall allow District representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.28 when so requested by the District.
- 8.28.7** If the District finds that any provisions of this Sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract. While the District reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the District that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8** The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the District shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

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

8.30 NOTICE OF DELAYS

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

8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the District Contract Administrator and/or District 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 and/or District Contract Director is not able to resolve the dispute, the District or designee, shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, 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 H* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits D - District's Administration* and *E - Contractor's Administration*. Addresses may

be changed by either party giving ten (10) days' prior written notice thereof to the other party. The District shall have the authority to issue all notices or demands required or permitted by the District under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.36 PUBLIC RECORDS ACT

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

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

8.37 PUBLICITY

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify

its services and related clients to sustain itself, the District shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the District without the prior written consent of the District's Contract Director. The District shall not unreasonably withhold written consent.

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

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the District, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the District during the term of this Contract and for a period of five (5) years thereafter unless the District's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the District's option, the Contractor shall pay the District for travel, per diem, and other costs incurred by the District to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.1** In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the District shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2** Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract.
- 8.38.3** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the District conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the District's dollar liability for any such work is less than payments made by the District to the Contractor, then the difference shall be either: a) repaid by the Contractor to the District by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the District, whether under this Contract or otherwise. If such audit finds that the District's dollar liability for such work is more than the payments made by the District to the Contractor, then the difference shall be paid to the Contractor by the District by cash payment, provided that in no event shall the District's maximum obligation for this Contract exceed the funds appropriated by the District for the purpose of this Contract.

8.39 RECYCLED BOND PAPER

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

8.40 SUBCONTRACTING

- 8.40.1** The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the District.** Any attempt by the Contractor

to subcontract without the prior consent of the District may be deemed a material breach of this Contract.

- 8.40.2** If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the District's request:
- A description of the work to be performed by the subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the District.
- 8.40.3** The Contractor shall indemnify and hold the District harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- 8.40.4** The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the District's approval of the Contractor's proposed subcontract.
- 8.40.5** The District's consent to subcontract shall not waive the District's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this District right.
- 8.40.6** The District Contract Director is authorized to act for and on behalf of the District with respect to approval of a subcontract and subcontractor employees. After approval of the subcontract by the District, Contractor shall forward a fully executed subcontract to the District for their files.
- 8.40.7** The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the District's consent to subcontract.
- 8.40.8** The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the District from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

Lucy Guadiana, Contract Administrator
Consolidated Fire Protection District of Los Angeles County
Administrative Services Bureau / Contracts Section
5801 S. Eastern Avenue, Suite 100
Commerce, California 90040-4001

before any subcontractor employee may perform any work hereunder.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Contractor to maintain compliance with the requirements set forth in *sub-paragraph 8.14, Contractor's Warranty of Adherence to District's Child Support Compliance Program*, shall constitute default under this Contract. Without limiting the rights and remedies available to the District under any other provision of this Contract, failure of 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 Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

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

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

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

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract

shall be maintained by the Contractor in accordance with Sub-paragraph 8.38, Record Retention and Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

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

- Contractor has materially breached this Contract;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverables, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the District may authorize in writing) after receipt of written notice from the District specifying such failure.

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

8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the District in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the

default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.43.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.43.4 If, after the District has given notice of termination under the provisions of this Sub-paragraph 8.43, it is determined by the District that the Contractor was not in default under the provisions of this Sub-paragraph 8.43, or that the default was excusable under the provisions of Sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to *Sub-paragraph 8.42, Termination for Convenience*.

8.43.5 The rights and remedies of the District provided in this Sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

8.45 TERMINATION FOR INSOLVENCY

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

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the District provided in this sub-paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST POLICY

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.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the District shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the District's future fiscal years unless and until the Board of Supervisors appropriates

funds for this Contract in the District's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The District shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

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

8.49 WAIVER

No waiver by the District of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the District to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

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

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

8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and

unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

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

8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

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

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

9.2 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 9.2.1** This Contract is subject to the provisions of the District's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.2.2** Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 9.2.3** Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a District official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 9.2.4** If Contractor has obtained District certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by


reason of such certification has been awarded this contract to which it would not otherwise have been entitled shall:

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

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

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

CONTRACTOR: ECMS, INC.

By _____
Name 
Title PRESIDENT

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

By _____
MICHAEL D. ANTONOVICH
Mayor, Board of Supervisors

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
Office of County Counsel

By 
Senior Deputy County Counsel

**REQUEST FOR LOCAL SBE PREFERENCE PROGRAM CONSIDERATION AND
CBE FIRM/ORGANIZATION INFORMATION FORM**

INSTRUCTIONS: All bidders 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: ECMS, Inc

County Vendor Number: 13650701

- I AM NOT } A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance (OAAC) as of the date of this bid submission.
- I AM
- As an eligible Local SBE, I request this bid be considered for the Local SBE Preference. (Attach Certification letter issued by County of Los Angeles OAAC)

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:						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Non-Profit	<input type="checkbox"/> Franchise	<input type="checkbox"/> Other (Please Specify) _____	
Total Number of Employees (including owners): <u>31</u>						
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	0	0	0	0	3	1
Hispanic/Latino	0	0	0	0	2	6
Asian or Pacific Islander	0	0	0	0	0	1
American Indian	0	0	0	0	0	0
Filipino	0	0	0	0	0	0
White	3	2	3	2	3	5

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%), how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	0 %	0 %	0 %	0 %	0 %	80 %
Women	0 %	0 %	0 %	0 %	0 %	20 %

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 back of form, if necessary.)

Agency Name	Minority	Women	Disadvantage	Disabled Veteran	Expiration Date

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

Brandon Winters } Director of Business Operations 8/24/10
 Print Authorized Name Authorized Signature Title Date

Required Forms - Exhibit 15
aka Exhibit B

STATEMENT OF HOURLY RATES, COSTS AND FIXED FEES
Turnout and Accessory Cleaning & Repair Services

Business Name ECMS, Inc

Address 2600 East 8th St

City Los Angeles State CA Zip 90023

Contact Name Branden Winters

Phone # 510-268-3303 Fax # 714-848-4566

24 Hr Contact # 510-268-3303 Toll Free # None

Business Days & Hours M-F 8am-5pm

*LA County WEBVEN Vendor # (required): 13650701

*REGISTER AT: http://doingbusiness.lacounty.gov/main_db.htm

Complete the following sections as completely as possible.

1.0 State your service specialties:

ECMS, Inc specializes in the care and maintenance of emergency services personal protective ensembles and ensemble elements. Specifically, ECMS provides cleaning, inspection, repairs, maintenance, and custom accessories and alterations of emergency services protective ensembles used for structural firefighting, wildland firefighting, aviation firefighting, emergency medical services, and technical rescue. ECMS is a member of the National Fire Protection Association and is third party verified to the 2008 edition of NFPA 1851.

Required Forms – Exhibit 15

STATEMENT OF HOURLY RATES, COSTS AND FIXED FEES
Turnout and Accessory Cleaning & Repair Services

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

Product Code	CLEANING	Price Per Item
AC5J	Structural Jacket	18.00
AC5T	Structural Trouser	18.00
AC5H	Structural Helmet	8.50
A5H	Structural Hood	5.00
AC5G	Structural Gloves	5.00
AC5BR	Structural Boots, rubber	10.00
AC5BL	Structural Boots, leather includes refinishing to OEM specs	15.00
ACWJ	Wildland Jacket	5.00
ACWT	Wildland Trouser	5.00
ACWH	Wildland Helmet	6.00
ACWG	Wildland Gloves	1.00

Hazardous Materials Specialized Cleaning Program

This process is employed to remove liquid and solid contaminants such as oil, hydraulic fluid, fuel, tar, asphalt, grease and paint.

Product Code	HAZARDOUS MATERIALS SPECIALIZED CLEANING	Price Per Item
SC5JLAC	Structural Jacket	2.00
SC5TLAC	Structural Trouser	2.00
SC5HLAC	Structural Helmet	2.00
SC5BR LAC	Structural Boots, rubber	2.00
SC5BL LAC	Structural Boots, leather	2.00
SCWJLAC	Wildland Jacket	2.00
SCWTLAC	Wildland Trouser	2.00
SCVHLAC	Wildland Helmet	2.00

STATEMENT OF HOURLY RATES, COSTS AND FIXED FEES
Turnout and Accessory Cleaning & Repair Services

Maintenances Services

Prices for alterations, modifications, and repairs quoted based on degree of complexity. Factors include deconstruction, pattern making, cutting, manufacturing, seam sealing and reconstruction.

Product Code	JACKET	Price Per Item
FLAG	American Flag, Nomex, NFPA compliant	8.00
GFFLAG	American Flag, Glo-Flex, NFPA compliant	1.00
LTR	Install Lettering, sew-on, any size, any color, per letter. Does not included required letter patch	1.00
LPSONA	Letter Patch, Manufacture and Sew-On	12.00
RLPEI	Remove letter patch, flag, insignia or like item	.50
ENLRGNA	Enlarge Jacket (Shell/Liner/Moisture Barrier) - 4" maximum	1.50
TKIN	Take-In Jacket (Shell/Liner/Moisture Barrier) - 4" maximum	65.00
JSSLEEVE	Shorten Sleeves (Shell/Liner/Moisture Barrier) Requires removal and reinstallation of cuffs, wristlets, waterwell, and hardware - 4" maximum	25.00
JLSLEEVA	Lengthen Sleeves (Shell/Liner/Moisture Barrier) Requires removal and reinstallation of cuffs, wristlets, waterwell, and hardware - 4" maximum	45.00
JSHEM	Shorten Jacket Hem (Shell/Liner/Moisture Barrier) Requires removal and reinstallation of trim, pockets, and hardware	25.00
JRCZPR	Replace existing Zipper on Closure	20.00
JRTRMO	Replace Reflective Trim, per foot	15.00
RRSHLCL	Replace outer shell collar, hook/loop (need to open collar)	10.00
RRSCHLCT	Replace outer shell collar closure tab, hook/loop	7.00
RRSP	Replace outer shell storm panel hook/loop (need to open panel)	4.00
RRSCHLH	Replace outer shell closure, hook/loop (need to remove and replace hardware)	4.00
RRSCCTH	Replace Collar Closure Tab	2.00
JR701DR	Replace Closure 701 Dee Ring	2.00
JR701H	Replace Closure 701 Hook Fastener	10.00
JRRIVETS	Replace Rivets, each	.50
JIGROM	Install Grommet	1.00
HGRLP	Install Hanger Loop (installed in seam)	15.00
JISCRNA	Replace Shoulder Cap Reinforcement, each shoulder	12.00
JISP	Replace Shoulder Pad, each shoulder	12.00
JIEP	Replace Elbow Padding, per elbow	8.00
JIWST	Replace Wristlet	5.00
JRCUFF	Repair Cuff, Patch or Stitch	7.00
JIWWA	Replace Sleeve Water Well Assembly	12.00
JRSS	Repair Thermal Stitching	4.00
JRSS	Repair Major A Seam Construction Stitching	4.00
JRHTSNA	Repair Hole or Tear, Shell	20.00
JRRTUPS	Repair/Replace Take-Up Strap	8.00

STATEMENT OF HOURLY RATES, COSTS AND FIXED FEES
Turnout and Accessory Cleaning & Repair Services

Product Code	TROUSER	Price Per Item
TIWSTNA	Increase Waist (Shell/Liner/Moisture Barrier) Requires removal and reinstallation of waistband and hardware-4" max.	55.00
TTIWST	Take-In Waist (Shell/Liner/Moisture Barrier) Requires removal and reinstallation of waistband and hardware-4" max.	22.00
TSHEM	Shorten Hem (Shell/Liner/Moisture Barrier) Requires removal and reinstallation of new cuff, new trim and new hardware. May also require removal and reinstallation of knee reinforcements and pockets, extra- 4" maximum	50.00
TLHEMNA	Lengthen Hem Requires removal and reinstallation of new cuff, new trim and new hardware. May also require removal and reinstallation of knee reinforcements, extra- 4" maximum	130.00
TILZPR	Replace Leg Zipper	140.00
TIKRNA	Replace Knee Pad, priced as each	15.00
TRCHL	Replace Closure hook & loop	15.00
TR701DR	Replace Closure 701 Dee Ring	2.00
TR703H	Replace Closure 703 Hook Fastener	15.00
TRRIVETS	Replace Rivets	.50
TIGROM	Install Grommet	1.00
TISBTN	Install Suspender Button	7.00
TRTRM	Replace Reflective Trim, per foot	15.00
TRCUFF	Repair Cuff, Patch or Stitch	15.00
TICUFF	Replace Cuff, priced as each	25.00
TRSHTSNA	Repair Hole or Tear in shell	20.00
TRTL	Repair Thermal Liner	15.00
TRMB	Repair Moisture Barrier	15.00
TRTS	Repair Trim Stitching	2.50
TRSS	Repair Major A Seam Construction Stitching	1.00
TRFZC	Replace Fly Zipper Closure	5.00
TRRTUPS	Repair/Replace Take-Up Strap	10.00
TIPBKL	Replace Take-Up Strap Postman Buckle	10.00

STATEMENT OF HOURLY RATES, COSTS AND FIXED FEES
Turnout and Accessory Cleaning & Repair Services

Product Code	HELMET REPAIRS	Price Per Item
N/A	<u>ECMS</u> (contractor name) is recognized to work on helmets manufactured by MSA Cairns, Total Fire Group and Ed Bullard. Prices for repairs are quoted due to the many possible types of repairs.	Quoted

Product Code	DRD (Drag Rescue Device) and UTILITY Belts	Price Per Item
JUBK	Jacket Utility Belt, 2" Kevlar Webbing, Black w/Yellow stripe. w/2 each 2" metal rings, Sewn to Jacket.	33.00
JUBKI	Jacket Utility Belt, 2" Kevlar Webbing, Black w/Yellow stripe. w/2 each 2" fabric loops, Sewn to Jacket.	16.50
YOCSTRP	DRD Drag Rescue Device installed.	35.00

Product Code	POCKETS and OPTIONS	Price Per Item
PP101NA	Install new Patch Pocket	11.50
FEPI01NA	Install new Full Expansion Cargo Pocket	12.00
SEPI01NA	Install new Semi Expansion Cargo Pocket	29.00
12P13NA	Install new Radio Pocket, lined with moisture barrier	17.50
RFPI00NA	Install new Flashlight Pocket, w/flap	15.50
6PAMPNA	Install new Air Mask Pocket	18.00
REPKT	Reinforce Exterior of Pocket	10.50
RIPKT	Reinforce Interior of Pocket w/Kevlar	12.50
PKTTRM	Add Reflective Trim on Pocket	6.50
RPKT	Remove and Re-install Existing Pocket	15.00
RR6PHL	Replace outer shell pocket or flap, hook/loop	6.25
RRSPF	Replace outer shell pocket flap (includes hook & loop and/or snaps)	15.00
REPENA	Repair Pocket (recover/patch)	5.50
MICSTPNA	MIC Strap	3.50

Are rates portal-to-portal? Yes No

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

0% - 10% %

Subcontracted work markup percentage (maximum allowed 15%)*

N/A %

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


STATEMENT OF HOURLY RATES, COSTS AND FIXED FEES
Turnout and Accessory Cleaning and Repair Services

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

Business Name: ECMS, Inc

Print Name: Brandon Winters

Title: Director of Business Operations

Signature: 

Date: 8/23/10