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

January 8, 2008

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

Dear Supervisors:

APPROVAL OF CONTRACT FOR ARMED SECURITY SERVICES FOR THE DISTRICT HEADQUARTERS AND PACOIMA COMPLEXES (DISTRICTS 1 AND 3) (3 VOTES)

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

1. Find that Armed Security Services can be performed more economically by an independent contractor, and that the proposed contract meets the other mandatory prerequisites of Section 2.121.380 of the County Code

2. Approve and instruct the Chair to sign a three (3) year contract with International Protective Services, Inc. (Attachment A), to provide armed security services for Headquarters and Pacoima Complex of the Consolidated Fire Protection District of Los Angeles County. The initial term of the contract will be for three (3) years, with two (2) one-year extensions, and may 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 for this contract. The effective date of this contract will be January 19, 2008.

3. Authorize annual contract expenditures for the first three (3) contract years of $356,034.00, representing the total annual cost based on the price submitted by International Protective Services, Inc., plus an additional twenty percent (20%) annually, for as-needed additional work as approved by the Fire Chief or his designee, bringing the contract total to $427,241.80 annually. In addition, authorize total expenditures, including twenty percent (20%) for as-needed additional work for the two (2) additional one-year extension periods at $427,241.80 annually and an additional six (6) month-to-month extensions at $35,603.40 per month for a total of $213,620.40 for six (6) months..

4. Delegate authority to 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 Fire Chief or his designee to exercise the extensions described in paragraph 2, above.

5. 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 actions is to enable the District to continue to obtain armed security services as needed for the District. These security services can be more economically performed by an independent contractor rather than by County employees. Award of this contract meets the other mandatory prerequisites of Los Angeles County Code section 2.121.380 in that the District's ability to respond to emergencies will not be impaired, award of the contract will not result in the unauthorized disclosure of confidential information, alternative resources are available to perform the service in the event of a default by the contractor, and the award of the contract will not infringe upon the proper role of the District in its relationship to the public.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the recommended action is consistent with the County's Strategic Plan in the areas of services excellence, fiscal integrity, and organizational effectiveness.

FISCAL IMPACT/FINANCING

The proposed contract expenditure for the District is $356,034.00 annually, with allowance for an additional twenty percent (20%) annually, for as-needed additional work, bringing the total to $427,241.80 annually. Award of this contract will be cost effective, since it is calculated that International Protective Services, Inc. can perform the required services at a cost that is 51% of the cost that would be incurred if the services were performed by District employees. These cost savings are calculated based on the Revised Proposition A Contract Cost Format developed by the County Auditor-

Controller's guidelines. The District's costs for the annual base services to be provided by District employees is calculated at $693,356.55 while the cost of the services to be provided by International Protective Services, Inc. is $356,034.00. There is sufficient funding for this contract within the District FY 2007-08 Budget.

The Auditor-Controller has reviewed the comparison and concurs that the proposed contract is cost effective.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County's Proposition A and Living Wage Ordinance provisions apply to this proposed contract, as County employees can perform these contracted services. The contract complies with all of the requirements of the County's Living Wage Program as contained in Los Angeles County Code Chapter 2.201. The Contractor will pay employees $9.64 per hour, with health benefits, as specified in the Living Wage Ordinance.

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 Greater Avenues for Independence (GAIN) and General Relief Opportunities for Work (GROW) programs.

The Contract requires 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 and the Contractor Employee Jury Services Program, and the Contractor agrees to maintain compliance with all other requirements throughout the term of the contract.

The Contractor will not be asked to perform services which will exceed the approved Contract amount, scope of work or contract dates.

The County may terminate the Contract for convenience ten (10) day after notice is sent. The Contract also contains a provision that limits the County's obligation if the Board of Supervisors does not appropriate funding for each year of the Contract.

California Health and Safety Code Section 13861 authorize the District to contract with independent contractors to perform such services for the District.

This contract has been properly executed by International Protective Services, Inc. and County Counsel has approved it as to form.

ENVIRONMENTAL DOCUMENTATION

It can be seen with certainly that there is no possibility that the proposed contract services may have a significant effect on the environment, and therefore the contract is exempt from CEQA, pursuant to Section 15061 (b) (3) of the State CEQA Guidelines.

CONTRACTING PROCESS

Under the provisions of Section 2.121.250 through Section 2.121.420 of the Los Angeles County Code, the District issued a Request for Proposal (RFP) seeking qualified vendors who could provide armed and unarmed security services. In addition to posting the announcement on the County's WebVen portal, advertisements were posted in six (6) local community newspapers. The prospective contract is subject to the requirements of the County's Living Wage Program (Los Angeles County Code, Chapter 2.201), and compliance with that program was included as a requirement in the Request for Proposal. Eighteen (18) companies were in attendance at the Proposer's Conference and five (5) companies' submitted proposals. All five proposals were evaluated. Although International Protective Services, Inc. did not present the lowest-cost bid, it was the highest ranked proposer, and its proposal offered superior service and it was determined to have more corporate qualifications and capabilities than the competing proposals.

On November 19, 2007 the District sent letters to the non-recommended proposers notifying them that they were not being recommended for Contract award based on the evaluation of their proposals. In addition, the District offered to debrief interested proposers on their respective proposal evaluations. As a result, we did not receive any letter of protest.

The local Small Business Enterprise (SBE) program's provisions were included in the RFP. No proposer claimed to be certified as a Local SBE vendor and no Local SBE credit was applied in the RFP's evaluation process.

The District has reviewed the Better Business Bureau and the State's Business License websites to assess the proposed contractors past performances, and/or negative experiences, and finds that the contractor does not have any current violations or complaints.

This contract will not include a Cost of Living Adjustment. All annual costs for the term of this contract along with its possible extensions were included in the proposer's bid.

On final analysis and consideration of an award, the contractor was selected for recommendation to your Board without regard to gender, race, color, creed or national origin.

IMPACT ON CURRENT SERVICES

The award of this Contract will not infringe on the role of the County in relationship to its residents. The County's ability to respond to emergencies will not be impaired. The contract will not result in a reduction of service, and there is no change in risk exposure to the County. There is no employee impact as a result of this Contract since services are currently being provided by an independent contractor.

CONCLUSION

Upon execution by your Honorable Board, the District will need two (2) original certified copies of the adopted Board letter and Contract. It is requested that the Executive Office of the Board notify the District's Contract Administrator, Lucy Guadiana at (323) 838-2275 when the documents become available.

Respectfully Submitted,

P. MICHAEL FREEMAN

PMF:lg

Attachments

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors
Auditor-Controller
Office of Affirmative Action Compliance

Contract No.:_____

ATTACHMENT A

BY AND BETWEEN

CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY

AND

INTERNATIONAL PROTECTIVE SERVICES, INC.

FOR

ARMED AND UNARMED SECURITY SERVICES

19443

TABLE OF CONTENTS

SECTION PAGE

RECITALS 1

1.0 APPLICABLE DOCUMENTS 2

2.0 DEFINITIONS 3

3.0 STATEMENT OF WORK 4

4.0 TERM OF CONTRACT 4

5.0 CONTRACT SUM 4

6.0 ADMINISTRATION OF CONTRACT – DISTRICT 7

6.1 DISTRICTS CONTRACT DIRECTOR 7

6.2 DISTRICT'S CONTRACT ADMINISTRATOR 7

6.3 DISTRICT'S CONTRACT PROJECT MANAGER 8

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR 8

7.1 CONTRACTOR'S PROJECT MANAGER 8

7.2 APPROVAL OF CONTRACTOR'S STAFF 8

7.3 CONTRACTOR'S STAFF IDENTIFICATION 8

7.4 BACKGROUND AND SECURITY INVESTIGATIONS 9

7.5 CONFIDENTIALITY 9

8.0 STANDARD TERMS AND CONDITIONS 10

8.1 AMENDMENTS 10

8.2 ASSIGNMENT AND DELEGATION 10

8.3 AUTHORIZATION WARRANTY 11

8.4 BUDGET REDUCTIONS 11

8.5 COMPLAINTS 12

8.6 COMPLIANCE WITH APPLICABLE LAW 12

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS 13

TABLE OF CONTENTS

SECTION		PAGE
8.8	COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM	13
8.9	CONFLICT OF INTEREST	15
8.10	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR RE-EMPLOYMENT LIST	15
8.11	CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS	15
8.12	CONTRACTOR'S RESPONSIBILITY AND DEBARMENT	16
8.13	CONTRACTOR'S ACKNOWLEDGEMENT OF DISTRICT'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	18
8.14	CONTRACTOR'S WARRANTY OF ADHERENCE TO DISTRICT'S CHILD SUPPORT COMPLIANCE PROGRAM	19
8.15	DISTRICT'S QUALITY ASSURANCE PLAN	19
8.16	DAMAGE TO DISTRICT FACILITIES, BUILDINGS OR GROUNDS	20
8.17	EMPLOYMENT ELIGIBILITY VERIFICATION	20
8.18	FACSIMILE REPRESENTATIONS	20
8.19	FAIR LABOR STANDARDS	21
8.20	FORCE MAJEURE	21
8.21	GOVERNING LAW, JURISDICTION, AND VENUE	22
8.22	INDEPENDENT CONTRACTOR STATUS	22
8.23	INDEMNIFICATION	23
8.24	GENERAL INSURANCE REQUIREMENTS	23
8.25	INSURANCE COVERAGE REQUIREMENTS	25
8.26	LIQUIDATED DAMAGES	27
8.27	MOST FAVORED PUBLIC ENTITY	28
8.28	NONDISCRIMINATION AND AFFIRMATIVE ACTION	28
8.29	NON-EXCLUSIVITY	30
8.30	NOTICE OF DELAYS	30
8.31	NOTICE OF DISPUTES	30

TABLE OF CONTENTS

SECTION		PAGE
8.32	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	30
8.33	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	31
8.34	NOTICES	31
8.35	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	31
8.36	PUBLIC RECORDS ACT	31
8.37	PUBLICITY	32
8.38	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	32
8.39	RECYCLED BOND PAPER	35
8.40	SUBCONTRACTING	35
8.41	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH DISTRICT'S CHILD SUPPORT COMPLIANCE PROGRAM	36
8.42	TERMINATION FOR CONVENIENCE	36
8.43	TERMINATION FOR DEFAULT	37
8.44	TERMINATION FOR IMPROPER CONSIDERATION	38
8.45	TERMINATION FOR INSOLVENCY	39
8.46	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST POLICY	39
8.47	TERMINATION FOR NON-APPROPRIATION OF FUNDS	40
8.48	VALIDITY	40
8.49	WAIVER	40
8.50	WARRANTY AGAINST CONTINGENT FEES	40
9.0	**UNIQUE TERMS AND CONDITIONS**	**41**
9.1	COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM	41
9.2	LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM	50
9.3	TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM	51
SAMPLE SIGNATURE PAGE		**52**

STANDARD EXHIBITS

- **A** STATEMENT OF WORK
- **B** PRICE SHEET
- **C** CONTRACTOR'S PROPOSED SCHEDULE
- **D** CONTRACTOR'S EEO CERTIFICATION
- **E** DISTRICT'S ADMINISTRATION
- **F** CONTRACTOR'S ADMINISTRATION
- **G** *FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION*
  - **G1** CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT & CONFIDENTIALITY AGREEMENT
  - **G2** CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT & CONFIDENTIALITY AGREEMENT
- **H** JURY SERVICE ORDINANCE
- **I** SAFELY SURRENDERED BABY LAW

UNIQUE EXHIBITS: PROP A – LIVING WAGE PROGRAM DOCUMENTS

- **J** LIVING WAGE ORDINANCE
- **K** MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS
- **L** PAYROLL STATEMENT OF COMPLIANCE

Contract No.:_____

BETWEEN THE

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY AND

INTERNATIONAL PROTECTIVE SERVICES, INC.

FOR

ARMED AND UNARMED SECURITY SERVICES

This Contract, including all Exhibits, is made and entered into this 8th day of January, ~~2007~~ 2008,

by and between CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY (hereafter "District"),

and INTERNATIONAL PROTECTIVE SERVICES, INC. (hereafter "Contractor").

76443

RECITALS

WHEREAS, the District has the responsibility for maintaining proper security services to achieve its mission to protect lives;

WHEREAS, the District is authorized under Health and Safety Code Section 13861 to contract for services; and

Prop A authorization:

WHEREAS, the District has determined that it is legal, feasible, and cost-effective to contract Armed and Unarmed Security Services; and

WHEREAS, the Contractor is a private firm specializing in providing security services; and

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

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

1.0 APPLICABLE DOCUMENTS

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

1.1 STANDARD EXHIBITS

- EXHIBIT A - STATEMENT OF WORK
- EXHIBIT B - PRICE SHEET
- EXHIBIT C - CONTRACTOR'S PROPOSED SCHEDULE
- EXHIBIT D - CONTRACTOR'S EEO CERTIFICATION
- EXHIBIT E - DISTRICT'S ADMINISTRATION
- EXHIBIT F - CONTRACTOR'S ADMINISTRATION
- EXHIBIT G - FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION
- EXHIBIT H - JURY SERVICE ORDINANCE
- EXHIBIT I - SAFELY SURRENDERED BABY LAW

1.2 UNIQUE EXHIBITS: Prop A – Living Wage Documents

- EXHIBIT J - LIVING WAGE ORDINANCE
- EXHIBIT K - MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFITS PAYMENTS
- EXHIBIT L - PAYROLL STATEMENT OF COMPLIANCE

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 Sample 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, Exhibit A.*

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 FACILITIES PROJECT MANAGER:** Person with responsibility to oversee the day to day activities of this Contract for the District. 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 STATEMENT OF WORK

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

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

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be for a period of three (3) years commencing after execution by the 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 and exclusive option to extend the Contract term for two (2) one-year periods and additional six (6) month-to-month extensions, for a maximum total Contract term of five (5) years and six (6) month. The District, through the Fire Chief, shall have the option to extend the Contract. Renewal options shall be exercised individually and separately at the sole discretion of the Fire Chief or authorized designee.

4.3 Contractor shall notify District when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to District at the address herein provided in *Exhibit E – 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 Armed and Unarmed Security Services shall not exceed, in aggregate, **$356,034.00** per 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.

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 E, 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 – Price Sheet*, 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 its *Exhibit B - Price Sheet.*

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

5.5.4 Payment to Contractor shall be made on an arrears basis, upon acceptance of completed work by District, provided that the Contractor is not in default under any provisions of this Contract. The Contractor shall submit the monthly invoices to the District by the 15th calendar day of the month following the month of service.

No invoice will be approved for payment unless the following is included:

- *Exhibit K – Monthly Certification for Applicable Health Benefit Payments*
- *Exhibit L - Payroll Statement of Compliance*

5.5.5 Contractor to provide the completed **ORIGINAL** invoice, along with one (1) copy to the following address:

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

5.5.6 **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) Testing location and list of personnel tested

(3) A breakdown of labor hours, hourly rate and material costs as separate items, e.g., Labor: 3 hours @ $30/hour = $90.00

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

(4) Fixed fees (e.g., any flat rate job) authorized by the District's Project Manager or authorized designee

(5) Employee Name and Employee Number of District Employee who ordered or authorized service

(6) A copy of subcontractor or sublet cost with invoice if a portion of work is contracted out

(7) Signature of authorized District employee. Contractor's failure to obtain the signature of the District employee authorizing the work shall invalidate the repair order and will result in non-payment.

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

Mike Niewzal, Section Chief, Crafts
Consolidated Fire Protection District of Los Angeles County
Construction & Maintenance Division
1320 N. Eastern Avenue, FCCF
Los Angeles, California 90063-3294
Fax: (818) 896-7812

5.5.8 Local Small Business Enterprises – Prompt Payment Program
Certified Local SBEs will receive prompt payment for services they provide to County Departments. Prompt payment schedule is defined as 15 calendar days after receipt of an undisputed invoice.

6.0 ADMINISTRATION OF CONTRACT – DISTRICT

DISTRICT ADMINISTRATION

A listing of all District Administration referenced in the following Sub-paragraphs are designated in *Exhibit E, 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

The responsibilities of the District's Contract Director include:

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

6.2 DISTRICT'S CONTRACT ADMINISTRATOR

The responsibilities of the District's Contract Administrator include:

- Ensuring that the objectives of this Contract are met;
- Making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.1, Amendments; and

- Providing direction to Contractor in the areas relating to District policy, information requirements, and procedural requirements.
- Meeting with Contractor's Project Manager on a regular basis; and
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

6.3 DISTRICT'S FACILITY MANAGER

The District's Facility 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 task, deliverable, goods, services, or other work provided by or on behalf of Contractor.

The District's Facility 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 F - 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.

7.2 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.

7.4 BACKGROUND AND SECURITY INVESTIGATIONS

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

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

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

7.4.4 Disqualification, if any, of the Contractor's staff, pursuant to this Sub-paragraph 7.4, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 CONFIDENTIALITY

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

The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract. The Contractor shall cause each employee performing services covered by this Contract to sign at time of hire and adhere to the "*Contractor Employee Acknowledgment & Confidentiality Agreement", Exhibit G1.*

Contractor shall cause each non-employee performing reoccurring services covered by this Contract to sign before beginning service and adhere to the *"Contractor Non-Employee Acknowledgment & Confidentiality Agreement", Exhibit G2.*

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which affect the scope of work, term, Sample Contract Sum, payments, or any term or condition included under this Sample Contract, an Amendment shall be prepared and executed by the Contractor and by the Fire Chief or his/her designee.

8.1.2 The District's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The District reserves the right to add and/or change such provisions as required by the District's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the District Fire Chief or his/her designee.

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

8.2 ASSIGNMENT AND DELEGATION

8.2.1 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 consent shall be null and void. For purposes of this paragraph, District consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the District to any approved delegate or assignee on any claim under this Contract shall be deductible, at District's sole discretion,

against the claims, which the Contractor may have against the District.

8.2.2 Shareholders, partner, 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 If 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 even of such termination, District shall be entitled to pursue the same remedies against Contractor as it could pursue in the even 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 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 correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Contract. The District's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. 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 respond to complaints.

8.5.1 Within forty-five (45) business days after Contract effective date, the Contractor shall provide the District with the Contractor's policy for receiving, investigating and responding to user complaints.

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

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

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

8.5.5 The Contractor shall preliminarily investigate all complaints and notify the District's Facility 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 Facility Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 The Contractor shall indemnify and hold harmless the District from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

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 D - 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 H* and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the District's satisfaction either that 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), 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, District or a subcontract with a County or District Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more District contracts or subcontracts. "Employee"

means any California resident who is a full time employee of 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, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify District if 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 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 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

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.

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

business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

If there is evidence that the Contractor may be subject to debarment, the County will notify the Contractor in writing of the evidence that 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.

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.

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.

8.12.5 Contractor Reinstatement

If a Contractor has been debarred for a period longer than five years, the Contractor may, after the debarment has been in effect for at least five 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.

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 years; (2) the debarment has been in effect for a least five 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 support 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.

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.

8.12.6 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.

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 or Purchase Order 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 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 or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.14.3 **Contractors Acknowledgement of District's Commitment to Child Support Enforcement**: The Contractor acknowledges that the District places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is the District's policy to encourage all District Contractors to voluntarily post the District's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The County's Child Support Services Department will supply the Contractor with the poster to be used.

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 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

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. 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 Change Notices and Amendments prepared pursuant

to Sub-paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and 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 As previously instructed in Sub-paragraph 7.5 Confidentiality, the Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the *"Contractor Employee Acknowledgment, & Confidentiality Agreement," Exhibit G1.* The Contractor shall cause each non-employee performing services covered by this Contract to sigh and adhere to *the "Contractor Non-Employee Acknowledgment, & Confidentiality Agreement," Exhibit G2.*

8.23 INDEMNIFICATION

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

8.24 GENERAL INSURANCE REQUIREMENTS

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

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

Consolidated Fire Protection District of Los Angeles County
Materials Management Division / Contracts Section
5801 S. Eastern Avenue, Suite 100
Commerce, California 90040-4001

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

- *Specifically identify this Contract;*
- *Clearly evidence all coverage's required in this Contract;*
- *Contain the express condition that the District is to be given written notice by mail at least thirty (30) days in advance of cancellation*

for all policies evidenced on the certificate of insurance;

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

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

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

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

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

from or related to services performed by the Contractor under this Contract.

- Any injury to a Contractor employee that occurs on District property. This report shall be submitted on a District "Non-employee Injury Report" to the District's Contract Administrator.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of District property, monies or securities entrusted to the Contractor under the terms of this Contract.

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

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

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

8.25 INSURANCE COVERAGE REQUIREMENTS

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

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

General Aggregate:	$3,000,000
Products/Completed Operations Aggregate:	$1,000,000
Personal and Advertising Injury:	$1,000,000
Each Occurrence:	$1,000,000

Such policy shall include coverage for law enforcement related liability, including firearms liability, As an alternative, this coverage may be written on a separate professional liability policy.

8.25.2 ***Automobile Liability*** written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than one **million dollars** for each accident. **Such insurance shall include coverage for all "Owned," "Hired," and "Non-owned" vehicles, or coverage for "Any Auto."**

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

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

Each Accident:	$1,000,000
Disease - policy limit:	$1,000,000
Disease - each employee:	$1,000,000

8.25.4 Crime Coverage: Insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Sample Contract, and naming the District and the County of Los Angeles as loss payee.

Employee Dishonesty:	$500,000
Theft, Disappearance and Destruction:	$500,000

8.25.5 Performance Security Requirements: Such surety may be provided by one of the following forms and conditioned upon faithful performance and satisfactory completion of services by Contractor.

A. *Performance Bond:* A faithful performance bond in an amount equal to 100% of this Sample Contract award amount and executed by a corporate surety licensed to transact business in the State of California,

OR,

B. *Certificate of Deposit (CD)* **OR** *Letter of Credit (LOC):* A CD or an irrevocable LOC payable to the District upon demand in an amount not less than **$300,000 per year**. Such CD or LOC shall comply with minimum criteria and standards established by the County and be maintained throughout the term of the Sample Contract.

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. 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 D - 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 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) 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 I, Safely Surrendered Baby Law,* 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 *Exhibit E - District's Administration* and *Exhibit F - 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 Request for Proposal (RFP) 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 their authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other 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. The County 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 may 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.

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

8.39 RECYCLED BOND PAPER

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

8.40 SUBCONTRACTING

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the 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 The Contractor shall only subcontract a portion of the work.

8.40.3 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 District.

8.40.4 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 Contractor employees.

8.40.5 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.

8.40.6 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 Distict right.

8.40.7 The District's Contract Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the District, Contractor shall forward a fully executed subcontract to the District for their files.

8.40.8 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.

8.40.9 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the District from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

Consolidated Fire Protection District of Los Angeles County
Materials Management Division / 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 COMPLIANCE WITH DISTRICT'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.14 - Contractor's Warranty of Adherence to District's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the District under any other provision of this Contract, failure of Contractor to cure such default within 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, at 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 & 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 County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor 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, services, 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 8.44 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 County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The District shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

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

8.49 WAIVER

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

8.50 WARRANTY AGAINST CONTINGENT FEES

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

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

9.1.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as *Exhibit J* and incorporated by reference into and made a part of this Contract.

9.1.2 Payment of Living Wage Rates

1. Unless the Contractor has demonstrated to the District's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the District, including, without limitation, "Travel Time" as defined below at subsection 5 of this Subparagraph 9.1.2 under the Contract:

   a. Not less than $11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

   b. Not less than $9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed $2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.

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

3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.

4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the District if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The District may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the District's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for

an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the District, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

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

9.1.3 Contractor's Submittal of Certified Monitoring Reports

The Contractor shall submit to the District certified monitoring reports at a frequency instructed by the District. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the District (*Exhibit K and Exhibit L*), or other form approved by the District which contains the above information. The District reserves the right to request any additional information it may

deem necessary. If the District requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

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

9.1.5 District Auditing of Contractor Records

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

9.1.6 Notifications to Employees

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's Employees are working. The Contractor shall also distribute County-provided notices to each of its Employees at least once per year. The Contractor shall translate posters and handouts

into Spanish and any other language spoken by a significant number of Employees.

9.1.7 Enforcement and Remedies

If the Contractor fails to comply with the requirements of this Sub-paragraph, the District shall have the rights and remedies described in this Sub-paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the District may, in its sole discretion, exercise any or all of the following rights/remedies:

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

   b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the District. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not

limited to being late, inaccurate, incomplete or uncertified, it is agreed that the District may, in its sole discretion, assess against the Contractor liquidated damages in the amount of $100 per monitoring report for each day until the District has been provided with a properly prepared, complete and certified monitoring report. The District may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the District may, in its sole discretion, terminate the Contract.

2. Remedies for Payment of Less than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the District may, in its sole discretion, exercise any or all of the following rights/remedies:

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

b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage

rate will result in damages being sustained by the District. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the District may, in its sole discretion, assess against the Contractor liquidated damages of $50 per Employee per day for each and every instance of an underpayment to an Employee. The District may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the District may, in its sole discretion, terminate the Contract.

3. Debarment. In the event the Contractor breaches a requirement of this Sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future District and/or County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.1.8 Use of Full-Time Employees

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or District requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the District has provided written authorization for the use of same. The Contractor submitted with its

proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the District.

9.1.9 Contractor Retaliation Prohibited

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

9.1.10 Contractor Standards

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the District, the Contractor shall demonstrate to the satisfaction of the District that the Contractor is complying with this requirement.

9.1.11 Employee Retention Rights

1. The Contractor shall offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual:
   a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
   b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and
   c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.
2. The Contractor is not required to hire a retention employee who:
   a. Has been convicted of a crime related to the job or his or her performance; or

b. Fails to meet any other County requirement for employees of a Contractor,

3. The Contractor shall not terminate a retention employee for the first 90 days of employment under the contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

9.1.12 Neutrality in Labor Relations

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

9.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

9.2.1 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.

9.2.2 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 Local Small Business Enterprise.

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 Local Small Business Enterprise.

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

The above penalties shall also apply if Contractor is no longer eligible for certification as a result in a change of their status and Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

9.3 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

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

9.3.2 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.

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

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

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

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

IN WITNESS WHEREOF, the District has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chair of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the Contractor has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

By _____
Yvonne B. Burke
Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer Clerk of the Board of Supervisors of the County of Los Angeles

By _____
Deputy

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

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

By _____
Deputy

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

45 JAN 08 2008

SACHI A. HAMAI
EXECUTIVE OFFICER

CONTRACTOR:
INTERNATIONAL PROTECTIVE SERVICES, INC.

By _____

SAM KARAWIA
Type or Print Name

76443

Exhibit 7

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

INSTRUCTIONS: All proposers responding to this solicitation must complete and return this form for proper consideration of the proposal.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

Firm Name: _____

☒ I AM NOT
☐ I AM → A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal submission

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

My County (WebVen) Vendor Number: 523369O1

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

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise
☐ Other (Please Specify): 1745 County of Los Angeles

Total Number of Employees (including owners):

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			1	1	320	182
Hispanic/Latino			1	1	432	238
Asian or Pacific Islander			1	1	199	41
American Indian			0	0	13	3
Filipino			0	0	0	0
White			4	3	206	94

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	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

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

Agency Name	Minority	Women	Disadvantaged	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.

Authorized Signature	Title	Date
Sam Karawia	President/CEO	7-9-2007