



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

April 6, 2010

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

Dear Supervisors:

**APPROVAL OF CONTRACT FOR ARMED SECURITY SERVICES FOR THE DISTRICT
HEADQUARTERS, PACOIMA FACILITY AND DEL VALLE COMPLEX
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

The Consolidated Fire Protection District (District) requires armed security services for its facilities, including District Headquarters, Pacoima Facility and Del Valle Complex. The total possible term for this contract will be six (6) years.

**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 than by County of Los Angeles employees, and that the proposed contract meets all the mandatory prerequisites of Section 2.121.380 of the County Code.
2. Approve and instruct the Chair to sign a three (3) year contract (Attachment A) with American Guard Services, Inc., to provide armed security services for the Headquarters, Pacoima Facility, and Del Valle Complex of the Consolidated Fire

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

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRADBURY

CALABASAS
CARSON
CERRITOS
CLAREMONT
GARDENA
COMMERCCE
COVINA
CUDAHY

DIAMOND BAR
DUARTE
EL MONTE
GARDENA
GLENORA
HAWAIIAN GARDENS
HAWTHORNE

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

LA MIRADA
LA PUENTE
LAKEWOOD
LANCASTER
LAWNDALE
LOMITA
LYNWOOD

MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT
PICO RIVERA

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

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

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 also include an additional twelve (12) month-to-month extensions, not to exceed a total possible agreement term of six (6) years for this contract. This contract will become effective upon approval by the Board.

3. Authorize annual contract expenditures for the first three (3) contract years of \$463,207.50, representing the total annual cost based on the price submitted by American Guard Services, Inc., plus an additional twenty percent (20%) annually, for unforeseen, as-needed additional work as approved by the Fire Chief or his designee, bringing the annual contract total to \$555,849.00. In addition, authorize total expenditures, including twenty percent (20%) for unforeseen, as-needed additional work for the two (2) additional one-year extension periods at \$555,849.00 annually and an additional twelve (12) month-to-month extensions at \$46,320.75 per month for a total of \$555,849.00 for twelve (12) months.
4. Delegate authority to the Fire Chief, or his designee, to amend, suspend and/or terminate the contract, if deemed necessary, in accordance with the approved contract terms and conditions. In addition, delegate authority to the Fire Chief, or his designee, to exercise the extensions as described in paragraph 2, above.
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 action is to enable the District to continue to obtain armed security services and as needed security 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 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 Goal in the areas of Operational Effectiveness (Goal 1) and Public Safety (Goal 5). The contractor has the specialized expertise to provide these services efficiently, timely, and in a responsive manner that will support the District in meeting these goals.

FISCAL IMPACT/FINANCING

The proposed contract expenditure for the District is \$463,207.50 annually (Attachment C), with an allowance for an additional twenty percent (20%) annually, for unforeseen, as-needed additional work, bringing the total to \$555,849.80 annually. Award of this contract will be cost effective, since it is calculated that American Guard Services, Inc. can perform the required services at a cost that is fifty percent (50%) of the cost that would be incurred if the services were performed by District employees. These cost savings are calculated using methodology approved by the Auditor-Controller. The District's costs for the annual base services to be provided by District employees is calculated at \$933,213.46, while the cost of the services to be provided by American Guard Services, Inc. is \$463,207.50. There is sufficient funding for this contract within the District FY 2009-10 adopted budget. There is no impact on net County cost.

The Auditor-Controller has reviewed the cost comparison; however, as the annual contract amount is less than one (1) million dollars, Auditor-Controller approval is not required.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This contract has been signed by American Guard Services, Inc. and it has been approved by County Counsel (Attachment A).

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 (Los Angeles County Code Chapter 2.201). The Contractor will pay employees at least \$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.

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

On final analysis and consideration of the awards, this vendor was selected without regard to race, color, creed, or national origin.

ENVIRONMENTAL DOCUMENTATION

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

CONTRACTING PROCESS

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.

Forty-six (46) companies were in attendance at the Proposer's Conference and twenty-one (21) companies' submitted proposals. Four (4) proposals were disqualified for submitting late proposals. One (1) proposal was disqualified for not meeting the mandatory minimum requirements. The remaining sixteen (16) proposals were evaluated by an evaluation committee using an informed averaging methodology. The committee's evaluation was based on criteria described in the RFP, which included price, experience, staffing plan, quality assurance program, financial capability, references, and demonstrated control over labor/payroll record keeping. Although American Guard Services, Inc. did not present the lowest-cost bid, it was the highest ranked, responsive and responsible proposer, and its proposal offered superior service and was determined to have higher overall qualifications and capabilities than the competing proposals.

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.

The local Small Business Enterprise (SBE) program's provisions were included in the RFP. No proposer was certified as a Local SBE vendor; therefore 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 contractor's 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.

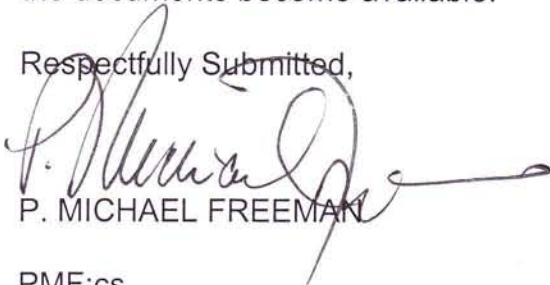
IMPACT ON CURRENT SERVICES

The award of this contract will not result in the displacement of any County employees as these services are presently obtained from the Office of Public Safety utilizing a private sector security company. 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.

CONCLUSION

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

Respectfully Submitted,



P. MICHAEL FREEMAN

PMF:cs

Attachments

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

Contract No.: 77264



CONTRACT

BY AND BETWEEN

CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY

AND

AMERICAN GUARD SERVICES, INC.

FOR

ARMED AND UNARMED SECURITY SERVICES

77264

CONTRACT

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
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	11
8.3 AUTHORIZATION WARRANTY.....	12
8.4 BUDGET REDUCTIONS.....	12
8.5 COMPLAINTS	12
8.6 COMPLIANCE WITH APPLICABLE LAW.....	13
8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS	14

CONTRACT

TABLE OF CONTENTS

<u>SECTION</u>		<u>PAGE</u>
8.8	COMPLIANCE WITH THE COUNTY’S JURY SERVICE PROGRAM.....	14
8.9	CONFLICT OF INTEREST	16
8.10	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR RE-EMPLOYMENT LIST	16
8.11	CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS	17
8.12	CONTRACTOR’S RESPONSIBILITY AND DEBARMENT.....	17
8.13	CONTRACTOR’S ACKNOWLEDGEMENT OF DISTRICT’S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	19
8.14	CONTRACTOR’S WARRANTY OF ADHERENCE TO DISTRICT’S CHILD SUPPORT COMPLIANCE PROGRAM	20
8.15	DISTRICT’S QUALITY ASSURANCE PLAN	20
8.16	DAMAGE TO DISTRICT FACILITIES, BUILDINGS OR GROUNDS	21
8.17	EMPLOYMENT ELIGIBILITY VERIFICATION	21
8.18	INTENTIONALLY OMITTED.....	21
8.19	FAIR LABOR STANDARDS	21
8.20	FORCE MAJEURE	22
8.21	GOVERNING LAW, JURISDICTION, AND VENUE	22
8.22	INDEPENDENT CONTRACTOR STATUS	23
8.23	INDEMNIFICATION	23
8.24	GENERAL INSURANCE REQUIREMENTS.....	23
8.25	INSURANCE COVERAGE.....	28
8.26	LIQUIDATED DAMAGES	29
8.27	MOST FAVORED PUBLIC ENTITY	30
8.28	NONDISCRIMINATION AND AFFIRMATIVE ACTION	30
8.29	NON-EXCLUSIVITY	32
8.30	NOTICE OF DELAYS.....	32

CONTRACT

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
8.31 NOTICE OF DISPUTES.....	32
8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	32
8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW.....	33
8.34 NOTICES	33
8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION.....	33
8.36 PUBLIC RECORDS ACT	33
8.37 PUBLICITY	34
8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	34
8.39 RECYCLED BOND PAPER	37
8.40 SUBCONTRACTING.....	37
8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH DISTRICT’S CHILD SUPPORT COMPLIANCE PROGRAM	38
8.42 TERMINATION FOR CONVENIENCE.....	38
8.43 TERMINATION FOR DEFAULT	39
8.44 TERMINATION FOR IMPROPER CONSIDERATION	40
8.45 TERMINATION FOR INSOLVENCY	41
8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	41
8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS	42
8.48 VALIDITY	42
8.49 WAIVER.....	42
8.50 WARRANTY AGAINST CONTINGENT FEES	42
8.51 CONTRACTOR’S WARRANTY OF COMPLIANCE WITH DISTRICT’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	43
8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH DISTRICT’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....	43
9.0 UNIQUE TERMS AND CONDITIONS	44

CONTRACT

TABLE OF CONTENTS

<u>SECTION</u>		<u>PAGE</u>
9.1	COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM.....	44
9.2	LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM.....	52
9.3	TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM	53
SIGNATURE PAGE	55

CONTRACT

STANDARD EXHIBITS

- A STATEMENT OF WORK
- B PRICE SHEET
- C CONTRACTOR'S EEO CERTIFICATION
- D DISTRICT'S ADMINISTRATION
- E CONTRACTOR'S ADMINISTRATION
- F *FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION*
 - F1 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT & CONFIDENTIALITY AGREEMENT
 - F2 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT & CONFIDENTIALITY AGREEMENT
- G JURY SERVICE ORDINANCE
- H SAFELY SURRENDERED BABY LAW

UNIQUE EXHIBITS: PROP A – LIVING WAGE PROGRAM DOCUMENTS

- I LIVING WAGE ORDINANCE
- J MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS
- K PAYROLL STATEMENT OF COMPLIANCE
- L CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

CONTRACT

**CONTRACT BETWEEN THE
CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY
AND
AMERICAN GUARD SERVICES, INC.
FOR
ARMED AND UNARMED SECURITY SERVICES**

This Contract, including all Exhibits, is made and entered into this 6TH day of APRIL, 2010,

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

and AMERICAN GUARD SERVICES, INC.
(hereafter "Contractor").

77264

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 to the following:

CONTRACT

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, and K are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency 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 EEO CERTIFICATION
- EXHIBIT D - DISTRICT'S ADMINISTRATION
- EXHIBIT E - CONTRACTOR'S ADMINISTRATION
- EXHIBIT F - FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION
- EXHIBIT G - JURY SERVICE ORDINANCE
- EXHIBIT H - SAFELY SURRENDERED BABY LAW

1.2 UNIQUE EXHIBITS: Prop A – Living Wage Documents

- EXHIBIT I - LIVING WAGE ORDINANCE
- EXHIBIT J - MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFITS PAYMENTS
- EXHIBIT K - 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 Contract shall be valid unless prepared pursuant to Sub-paragraph 8.1-Amendments and signed by both parties.

CONTRACT

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.

CONTRACT

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 twelve (12) month-to-month extensions, for a maximum total Contract term of six (6) years. 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 D – District's Administration*.

5.0 CONTRACT SUM

- 5.1 The amount the District shall expend from its own funds during the Contract's entire term for Armed and Unarmed Security Services shall not exceed, in aggregate, \$555,849.80 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 twelve (12) 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

CONTRACT

the Contractor whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the District's express prior written approval.

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

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

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

5.5 INVOICES AND PAYMENTS

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

CONTRACT

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 J – Monthly Certification for Applicable Health Benefit Payments*
- *Exhibit K - 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

CONTRACT

- (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 D, District's Administration*. The District shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 DISTRICT'S CONTRACT DIRECTOR

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

CONTRACT

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

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

7.2 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.

CONTRACT

7.4 BACKGROUND AND SECURITY INVESTIGATIONS

- 7.4.1** As a condition of beginning and continuing work under any resulting Contract, the District requires that all Contractor's staff performing work under this Contract undergo and pass, to the satisfaction of the District, a mandatory background investigation. District shall use its discretion in determining the method of background clearance to be used, up to and including a District performed fingerprint security clearance. The fees associated with obtaining the background information shall be the responsibility of the District for all Contractor applicants submitted during the staffing startup phase.
- 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 nor 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

- 7.5.1** Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, ordinances, regulations, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2** Contractor shall indemnify, defend, and hold harmless District, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert,

CONTRACT

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

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

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

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

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

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

CONTRACT

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

CONTRACT

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.

CONTRACT

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 In the performance of this Contract, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. Any violation of applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby shall constitute a material breach of this Contract.

8.6.2 Contractor shall indemnify, defend, and hold harmless District, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by District in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by District. Notwithstanding the preceding sentence, District shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide District with a full and adequate defense, as determined by District in its sole judgment, District shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred

CONTRACT

by District in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of District without District's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program

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

8.8.2 Written Employee Jury Service Policy

1. Unless 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.

CONTRACT

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.

CONTRACT

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.

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

CONTRACT

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

1. 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.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the District shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. **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.

CONTRACT

The District may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the District.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five 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.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of District Contractors.

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

CONTRACT

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

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

8.14.1 The Contractor acknowledges that the District has established a goal of ensuring that all individuals who benefit financially from the District through Contract 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).

8.15 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

CONTRACT

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 INTENTIONALLY OMITTED

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

CONTRACT

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.

CONTRACT

8.22 INDEPENDENT CONTRACTOR STATUS

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

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

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

8.22.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.5 – Confidentiality.

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 District and the County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own

CONTRACT

expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The District in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 Evidence of Coverage and Notice to District

Certificate(s) of insurance coverage (Certificate) satisfactory to District, and a copy of an Additional Insured endorsement confirming District and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to District at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to District not less than 10 days prior to Contractor's policy expiration dates. The District reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor Insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any District required endorsement forms.

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

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

Consolidated Fire Protection District of Los Angeles County

CONTRACT

*Materials Management Division / Contracts Section
5801 S. Eastern Avenue, Suite 100
Commerce, California 90040-4001*

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

8.24.2 Additional Insured Status and Scope of Coverage

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

8.24.3 Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that District shall receive not less than thirty (30) days advance written notice by mail of any cancellation of Required Insurance. Ten (10) days prior notice may be given to District in event of cancellation for non-payment of premium.

8.24.4 Failure to Maintain Coverage

Contractor's failure to maintain or to provide acceptable evidence that is maintains the Required Insurance shall constitute a material breach of

CONTRACT

the Contract, upon which District immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. District, at its sole discretion, may obtain damages from Contractor resulting from said breach.

8.24.5 Insurer Financial Ratings

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

8.24.6 Contractor's Insurance Shall be Primary

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

8.24.7 Waivers of Subrogation

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

8.24.8 Sub-Contractor Insurance Coverage Requirements

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

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

CONTRACT

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

8.24.10 Claims Made Coverage

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

8.24.11 Application of Excess Liability Coverage

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

8.24.12 Separation of Insureds

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

8.24.13 Alternative Risk Financing Programs

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

8.24.14 County Review and Approval of Insurance Requirements

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

CONTRACT

8.25 INSURANCE COVERAGE

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 District. Such coverage shall be provided and maintained at the Contractor's own expense:

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

General Aggregate:	\$4,000,000
Products/Completed Operations Aggregate:	\$1,000,000
Personal and Advertising Injury:	\$2,000,000
Each Occurrence:	\$2,000,000

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

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than **\$1,000,000** for bodily injury and property damage, in combined or equivalent split limits, for each single accident. **Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired and/or non-owned autos, as each may be applicable.**

8.25.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1,000,000 per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the District as the Alternate Employer, and the endorsement form shall be modified to provide the

CONTRACT

District will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 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 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 **\$350,000**. Such CD or LOC shall comply with minimum criteria and standards established by the County and be maintained throughout the term of the 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:

CONTRACT

(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

CONTRACT

- 8.28.1** The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2** The Contractor shall certify to, and comply with, the provisions of *Exhibit C - Contractor's EEO Certification*.
- 8.28.3** The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6** The Contractor shall allow District representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.28 when so requested by the District.
- 8.28.7** If the District finds that any provisions of this Sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this

CONTRACT

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

CONTRACT

accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit H, 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 D - District's Administration* and *Exhibit E - Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The District shall have the authority to issue all notices or demands required or permitted by the District under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by Contractor; all information obtained in connection with the District's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the 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

CONTRACT

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

CONTRACT

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

CONTRACT

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

CONTRACT

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 District right.

8.40.7 The District's Contract Director is authorized to act for and on behalf of the District with respect to approval of any subcontract and

CONTRACT

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

CONTRACT

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.

CONTRACT

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

CONTRACT

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 ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in

CONTRACT

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.

CONTRACT

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

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

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

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

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

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

CONTRACT

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 I* 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.

CONTRACT

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

CONTRACT

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 J and Exhibit K*), or other form approved by the District which contains the above information. The District reserves the right to request any additional information it may

CONTRACT

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

CONTRACT

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

CONTRACT

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

CONTRACT

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

CONTRACT

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

CONTRACT

- 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 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:

CONTRACT

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 to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and the Office of Affirmative Action Compliance of this information prior to responding to a solicitation or accepting a contract award.

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:

CONTRACT

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.

CONTRACT

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

CONTRACTOR: AMERICAN GUARD SERVICES, INC

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 [Signature]
Deputy

By [Signature]
Name
Sr. Vice President
Title

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

By [Signature]
GLORIA MOLINA
Chair, Board of Supervisors



ATTEST:

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

By [Signature]
Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
Office of County Counsel

By [Signature]
Senior Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#28 APR 06 2010

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER

77264



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 : 12432001

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

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

Total Number of Employees (including owners): 1,076

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					180	170
Hispanic/Latino			3	1	175	185
Asian or Pacific Islander			1			
American Indian						
Filipino						
White	1	1	10	4	179	187

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	%	%	%	%	%	50 %
Women	%	%	%	%	%	50 %

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.



 _____ Sr. Vice President August 12, 2009
Authorized Signature Title Date

Exhibit 11
(aka Exhibit B)

PRICE SHEET

For Armed and Unarmed Security Services at District Facilities

Locations: See facilities listed in Exhibit A

Webven #: _____ (required)

PART 1 – ARMED SERVICES

Enter your bid below:

1st Year \$ 463,207.50 2nd Year \$ 463,207.50 3rd Year \$ 463,207.50

1st Extension Year \$ 463,207.50 2nd Extension Year \$ 463,207.50

Monthly Price for the twelve month extension \$ 38,600.63 X 12 months = \$ 463,207.50

Total Price \$ 2,316,037.50 (this prices shall be the total for the above)

PART 2 – UNARMED SERVICES

Enter your bid below:

1st Year \$ 431,623.50 2nd Year \$ 431,623.50 3rd Year \$ 431,623.50

1st Extension Year \$ 431,623.50 2nd Extension Year \$ 431,623.50

Monthly Price for the twelve month extension \$ 35,968.63 X 12 months = \$ 431,623.50

Total Price \$ 2,158,117.50 (this prices shall be the total for the above)

PART 3 – PROPOSER INFORMATION (Please print or type)

Name: American Guard Service, Inc. Telephone: (310) 645-6200

Address: 1299 East Artesia Blvd, Ste #200 Fax: (310) 645-6233

Proposer's Authorized Agent: Sherif Assal, Sr. Vice President

SIGNATURE: _____ signifying acceptance of all items and conditions in the RFP and Sample Contract. If you take exemption to any of the terms and conditions, please state this in Exhibit 18 (Application for Exemptions) and present your proposed revision or modification. Unless otherwise state, price quotations are subject to acceptance at any time within one hundred and fifty (150) calendar days after proposal submission.

Retailer's Permit # _____ Date: _____

Certification of Registration #: _____

Exhibit 11
(aka Exhibit B)

HOURLY PRICE SHEET

For Armed and Unarmed Security Services at District Facilities

1ST CONTRACT YEAR

This is an all-inclusive fixed rate per hour that the District shall pay the Contractor for services performed during the Contract term:

POST COMMANDER/PROJECT MANAGER

Standard Hourly Wage Rate	\$	19.02
Overtime/Holiday Hourly Wage Rate	\$	28.53

SUPERVISOR

Standard Hourly Wage Rate	\$	17.30
Overtime/Holiday Hourly Wage Rate	\$	25.95

SECURITY GUARD – ARMED

Standard Hourly Wage Rate	\$	17.30
Overtime/Holiday Hourly Wage Rate	\$	25.95

SECURITY GUARD – UNARMED

Standard Hourly Wage Rate	\$	16.02
Overtime/Holiday Hourly Wage Rate	\$	24.03

The minimum hourly wage rate the Contractor shall pay employees during the Contract term:

POST COMMANDER/PROJECT MANAGER

Standard Hourly Wage Rate	\$	12.00
Overtime/Holiday Hourly Wage Rate	\$	18.00

SUPERVISOR

Standard Hourly Wage Rate	\$	10.64
Overtime/Holiday Hourly Wage Rate	\$	15.96

SECURITY GUARD – ARMED

Standard Hourly Wage Rate	\$	10.64
Overtime/Holiday Hourly Wage Rate	\$	15.96

SECURITY GUARD – UNARMED

Standard Hourly Wage Rate	\$	9.64
Overtime/Holiday Hourly Wage Rate	\$	14.46

Exhibit 11
(aka Exhibit B)

HOURLY PRICE SHEET

For Armed and Unarmed Security Services at District Facilities

2nd CONTRACT YEAR

This is an all-inclusive fixed rate per hour that the District shall pay the Contractor for services performed during the Contract term:

POST COMMANDER/PROJECT MANAGER

Standard Hourly Wage Rate	\$ 19.02
Overtime/Holiday Hourly Wage Rate	\$ 28.53

SUPERVISOR

Standard Hourly Wage Rate	\$ 17.30
Overtime/Holiday Hourly Wage Rate	\$ 25.95

SECURITY GUARD – ARMED

Standard Hourly Wage Rate	\$ 17.30
Overtime/Holiday Hourly Wage Rate	\$ 25.95

SECURITY GUARD – UNARMED

Standard Hourly Wage Rate	\$ 16.02
Overtime/Holiday Hourly Wage Rate	\$ 24.03

The minimum hourly wage rate the Contractor shall pay employees during the Contract term:

POST COMMANDER/PROJECT MANAGER

Standard Hourly Wage Rate	\$ 12.00
Overtime/Holiday Hourly Wage Rate	\$ 18.00

SUPERVISOR

Standard Hourly Wage Rate	\$ 10.64
Overtime/Holiday Hourly Wage Rate	\$ 15.96

SECURITY GUARD – ARMED

Standard Hourly Wage Rate	\$ 10.64
Overtime/Holiday Hourly Wage Rate	\$ 15.96

SECURITY GUARD – UNARMED

Standard Hourly Wage Rate	\$ 9.64
Overtime/Holiday Hourly Wage Rate	\$ 14.46

Exhibit 11
(aka Exhibit B)

HOURLY PRICE SHEET

For Armed and Unarmed Security Services at District Facilities

3rd CONTRACT YEAR

This is an all-inclusive fixed rate per hour that the District shall pay the Contractor for services performed during the Contract term:

POST COMMANDER/PROJECT MANAGER

Standard Hourly Wage Rate	\$	19.02
Overtime/Holiday Hourly Wage Rate	\$	28.53

SUPERVISOR

Standard Hourly Wage Rate	\$	17.30
Overtime/Holiday Hourly Wage Rate	\$	25.95

SECURITY GUARD – ARMED

Standard Hourly Wage Rate	\$	17.30
Overtime/Holiday Hourly Wage Rate	\$	25.95

SECURITY GUARD – UNARMED

Standard Hourly Wage Rate	\$	16.02
Overtime/Holiday Hourly Wage Rate	\$	24.03

The minimum hourly wage rate the Contractor shall pay employees during the Contract term:

POST COMMANDER/PROJECT MANAGER

Standard Hourly Wage Rate	\$	12.00
Overtime/Holiday Hourly Wage Rate	\$	18.00

SUPERVISOR

Standard Hourly Wage Rate	\$	10.64
Overtime/Holiday Hourly Wage Rate	\$	15.96

SECURITY GUARD – ARMED

Standard Hourly Wage Rate	\$	10.64
Overtime/Holiday Hourly Wage Rate	\$	15.96

SECURITY GUARD – UNARMED

Standard Hourly Wage Rate	\$	9.64
Overtime/Holiday Hourly Wage Rate	\$	14.46

Exhibit 11
(aka Exhibit B)

HOURLY PRICE SHEET

For Armed and Unarmed Security Services at District Facilities

1st EXTENSION YEAR

This is an all-inclusive fixed rate per hour that the District shall pay the Contractor for services performed during the Contract term:

POST COMMANDER/PROJECT MANAGER

Standard Hourly Wage Rate	\$	19.02
Overtime/Holiday Hourly Wage Rate	\$	28.53

SUPERVISOR

Standard Hourly Wage Rate	\$	17.30
Overtime/Holiday Hourly Wage Rate	\$	25.95

SECURITY GUARD – ARMED

Standard Hourly Wage Rate	\$	17.30
Overtime/Holiday Hourly Wage Rate	\$	25.95

SECURITY GUARD – UNARMED

Standard Hourly Wage Rate	\$	16.02
Overtime/Holiday Hourly Wage Rate	\$	24.03

The minimum hourly wage rate the Contractor shall pay employees during the Contract term:

POST COMMANDER/PROJECT MANAGER

Standard Hourly Wage Rate	\$	12.00
Overtime/Holiday Hourly Wage Rate	\$	18.00

SUPERVISOR

Standard Hourly Wage Rate	\$	10.64
Overtime/Holiday Hourly Wage Rate	\$	15.96

SECURITY GUARD – ARMED

Standard Hourly Wage Rate	\$	10.64
Overtime/Holiday Hourly Wage Rate	\$	15.96

SECURITY GUARD – UNARMED

Standard Hourly Wage Rate	\$	9.64
Overtime/Holiday Hourly Wage Rate	\$	14.46

Exhibit 11
(aka Exhibit B)

HOURLY PRICE SHEET
For Armed and Unarmed Security Services at District Facilities

2nd EXTENSION YEAR

This is an all-inclusive fixed rate per hour that the District shall pay the Contractor for services performed during the Contract term:

<i>POST COMMANDER/PROJECT MANAGER</i>	
Standard Hourly Wage Rate	\$ 19.02
Overtime/Holiday Hourly Wage Rate	\$ 28.53
<i>SUPERVISOR</i>	
Standard Hourly Wage Rate	\$ 17.30
Overtime/Holiday Hourly Wage Rate	\$ 25.95
<i>SECURITY GUARD – ARMED</i>	
Standard Hourly Wage Rate	\$ 17.30
Overtime/Holiday Hourly Wage Rate	\$ 25.95
<i>SECURITY GUARD – UNARMED</i>	
Standard Hourly Wage Rate	\$ 16.02
Overtime/Holiday Hourly Wage Rate	\$ 24.03

The minimum hourly wage rate the Contractor shall pay employees during the Contract term:

<i>POST COMMANDER/PROJECT MANAGER</i>	
Standard Hourly Wage Rate	\$ 12.00
Overtime/Holiday Hourly Wage Rate	\$ 18.00
<i>SUPERVISOR</i>	
Standard Hourly Wage Rate	\$ 10.64
Overtime/Holiday Hourly Wage Rate	\$ 15.96
<i>SECURITY GUARD – ARMED</i>	
Standard Hourly Wage Rate	\$ 10.64
Overtime/Holiday Hourly Wage Rate	\$ 15.96
<i>SECURITY GUARD – UNARMED</i>	
Standard Hourly Wage Rate	\$ 9.64
Overtime/Holiday Hourly Wage Rate	\$ 14.46

Exhibit 11
(aka Exhibit B)

HOURLY PRICE SHEET

For Armed and Unarmed Security Services at District Facilities

12 MONTH EXTENSION

This is an all-inclusive fixed rate per hour that the District shall pay the Contractor for services performed during the Contract term:

POST COMMANDER/PROJECT MANAGER

Standard Hourly Wage Rate	\$	19.02
Overtime/Holiday Hourly Wage Rate	\$	28.53

SUPERVISOR

Standard Hourly Wage Rate	\$	17.30
Overtime/Holiday Hourly Wage Rate	\$	25.95

SECURITY GUARD – ARMED

Standard Hourly Wage Rate	\$	17.30
Overtime/Holiday Hourly Wage Rate	\$	25.95

SECURITY GUARD – UNARMED

Standard Hourly Wage Rate	\$	16.02
Overtime/Holiday Hourly Wage Rate	\$	24.03

The minimum hourly wage rate the Contractor shall pay employees during the Contract term:

POST COMMANDER/PROJECT MANAGER

Standard Hourly Wage Rate	\$	12.00
Overtime/Holiday Hourly Wage Rate	\$	18.00

SUPERVISOR

Standard Hourly Wage Rate	\$	10.64
Overtime/Holiday Hourly Wage Rate	\$	15.96

SECURITY GUARD – ARMED

Standard Hourly Wage Rate	\$	10.64
Overtime/Holiday Hourly Wage Rate	\$	15.96

SECURITY GUARD – UNARMED

Standard Hourly Wage Rate	\$	9.64
Overtime/Holiday Hourly Wage Rate	\$	14.46

Exhibit 11
(aka Exhibit B)

AVOIDABLE COST WORKSHEET

For Armed and Unarmed Security Services at District Facilities

All information listed below is confidential and is RESTRICTED to the exclusive use of the District and the Los Angeles County Auditor-Controller.

POSITION DESCRIPTION	NO. OF POSITIONS	ANNUAL SALARY
ARMED		
Security Officer	11.75	\$ 255,040.80
Supervisor	1	\$ 21,705.60
Post Commander	0	\$
<i>Total Annual Employees Salary Cost</i>		\$ 276,746.40
<i>Total Annual Cost for Overtime Posts</i>		\$ 8,139.60
<i>Total Annual Employee Benefit Cost</i> (Employee Benefits should include health costs, Worker's Compensation, Unemployment Insurance, payroll taxes, etc.)		\$ 132,989.45
TOTAL SALARY & EMPLOYEE BENEFITS		\$ 417,875.45
TOTAL ANNUAL COST OF SERVICES & SUPPLIES (Services and supplies should include uniforms, insurances, equipment, office supplies, training, fuel, utilities, etc.)		\$ 2,917.20
FIXED ASSET COST (Fixed assets should reflect the cost of vehicles ONLY)		\$ 8,386.05
CONTRACTOR'S ANNUAL OVERHEAD COSTS		\$ 17,014.40
CONTRACTOR'S PROFIT		\$ 17,014.40
TOTAL FIRST YEAR CONTRACT COST (This amount must agree with your 1 st year proposed bid amount.)		\$ 463,207.50

Exhibit 11
(aka Exhibit B)

AVOIDABLE COST WORKSHEET

For Armed and Unarmed Security Services at District Facilities

All information listed below is confidential and is RESTRICTED to the exclusive use of the District and the Los Angeles County Auditor-Controller.

POSITION DESCRIPTION	NO. OF POSITIONS	ANNUAL SALARY
UNARMED		
Security Officer	11.75	\$ 231,070.80
Supervisor	1	\$ 21,705.60
Post Commander	0	\$
<i>Total Annual Employees Salary Cost</i>		\$ 252,776.40
<i>Total Annual Cost for Overtime Posts</i>		\$ 7,434.60
<i>Total Annual Employee Benefit Cost</i> (Employee Benefits should include health costs, Worker's Compensation, Unemployment Insurance, payroll taxes, etc.)		\$ 122,866.85
TOTAL SALARY & EMPLOYEE BENEFITS		\$ 383,077.85
TOTAL ANNUAL COST OF SERVICES & SUPPLIES (Services and supplies should include uniforms, insurances, equipment, office supplies, training, fuel, utilities, etc.)		\$ 2,402.40
FIXED ASSET COST (Fixed assets should reflect the cost of vehicles ONLY)		\$ 13,260.00
CONTRACTOR'S ANNUAL OVERHEAD COSTS		\$ 15,750.80
CONTRACTOR'S PROFIT		\$ 15,750.80
TOTAL FIRST YEAR CONTRACT COST (This amount must agree with your 1 st year proposed bid amount.)		\$ 431,623.50