



*Erroy D. Baca, Sheriff*

*County of Los Angeles*  
**Sheriff's Department Headquarters**

*4700 Ramona Boulevard  
Monterey Park, California 91754-2169*



May 16, 2011

Notice to Prospective Contractors:

**BULLETIN NUMBER 4  
REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ) 444-SH  
HELICOPTER MAINTENANCE, ENGINEERING AND REPAIR SERVICES**

This Bulletin Number 4 is being issued to provide a revision to the RFSQ document. The revision for this RFSQ 444-SH for Helicopter Maintenance, Engineering and Repair Services is as follows:

**A.** RFSQ, Appendix A, Master Agreement, Paragraph 14, Intellectual Property, shall be deleted in its entirety and replaced with the following:

**14.0 Intellectual Property Indemnification**

**14.1** Contractor shall indemnify, defend and hold harmless County, its Special Districts elected and appointed officers, employees, and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, demands, claims, actions, damages, liabilities Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, demands, claims, actions, damages, liabilities, losses, fees, costs and expenses (including attorneys and expert witness fees), as such are incurred, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure or misappropriation, related to any tasks, deliverables, goods, services, or other Work acquired or licensed hereunder or arising from or related to the operation and utilization of Contractor's Work under this Master Agreement. Any legal defense pursuant to Contractor's indemnification obligations under this Subparagraph 14.1 shall be conducted by Contractor and performed by counsel selected by Contractor and approved in writing by County (which approval shall not be unreasonably withheld). Notwithstanding the

preceding sentence, County 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 County with a full and adequate defense, as required by law or this Master Agreement, County shall be entitled to reimbursement for all such costs and expenses. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.

14.2 In the event any materials, equipment, part thereof, or product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the materials, equipment, part thereof, or product is not materially impeded, shall as remedial measures either:

- Procure for County all rights to continued use of the questioned materials, equipment, part thereof, or product; or
- Replace the questioned materials, equipment, part thereof, or product with a non-questioned item; or
- Modify the questioned materials, equipment, part thereof, or product so that it is free of claims.

14.3 If Contractor fails to complete the remedial measures in Subparagraph 14.2 above within forty-five calendar days of the written notice from County or County has not approved in writing (such approval not to be unreasonably withheld) Contractor's plan of completing such remediation, then County shall have the right to take such remedial acts as County determines to be reasonable to mitigate any impairment of its use of the materials, equipment, part thereof, or product, or damages or other costs or expenses (in this Subparagraph 14.3). Contractor shall indemnify County under Paragraph 12.0 (Indemnification and Insurance) of Exhibit A, Additional Terms and Conditions, for all amounts paid and all direct and indirect costs associated with County's remedial acts. Failure by Contractor to pay such amounts within ten calendar days of invoice by County shall, in addition to, and cumulative to all other remedies, entitle County to immediately withhold payments due to Contractor under this Master Agreement up to the total of the amounts paid in connection with County's remedial acts.

- 14.4 Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

Except as provided herein, all other Terms and Conditions of this Request For Statement of Qualifications (RFSQ) remain in effect.

You may access this Bulletin Number 4 in electronic (PDF) format via the Department's website at: [http://www.lasd.org/lasd\\_contracts/info.html](http://www.lasd.org/lasd_contracts/info.html) (underscore between "lasd" and "contracts").

Should you have any questions, please contact Abilene Valdez, Contracts Analyst at [arvaldez@lasd.org](mailto:arvaldez@lasd.org).

Sincerely,

LEROY D. BACA, SHERIFF



Glen Joe, Director  
Fiscal Administration