



**LOS ANGELES COUNTY  
SHERIFF'S DEPARTMENT**

**REQUEST FOR STATEMENT OF QUALIFICATIONS  
(RFSQ)  
FOR  
AIRPLANE MAINTENANCE, ENGINEERING  
AND REPAIR SERVICES**

**RFSQ 470-SH**

**AUGUST 2011**

These guidelines are intended to provide general information only and are subject to revision. The rights and obligations of any party contracting with the County will be determined in accordance with the terms of the applicable agreement and applicable law.

**NOTICE TO RFSQ VENDORS**

**THIS BASE DOCUMENT INCLUDES THE REQUIREMENTS KNOWN TO COUNTY AS OF THE DATE OF ISSUANCE OF THIS RFSQ.**

**THIS DOCUMENT DOES NOT STAND ALONE AND MUST BE READ AND REVIEWED IN CONNECTION WITH ALL OTHER PARTS OF THIS RFSQ, INCLUDING ANY APPENDICES, EXHIBITS, AND ATTACHMENTS ATTACHED HERETO OR THERETO.**

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## 1.0 GENERAL INFORMATION

### 1.1 Scope of Work

The County of Los Angeles Sheriff's Department (Department) is issuing this Request for Statement of Qualifications (RFSQ) seeking qualified companies (Vendors) to enter into Master Agreements with the County to provide as-needed Airplane Maintenance, Engineering and Repair Services that will supplement work being performed by Department staff.

The Department's Aero Bureau flies approximately 1,200 hours each year in support of law enforcement surveillance and transportation missions in one Raytheon Super King Air B200 Airplane, one Cessna 210 Airplane, and one Cessna Turbo 210 (T210) Airplane. The Department may be acquiring a Cessna Caravan 208 Series Airplane in the near future.

Vendors shall be required by the Department to maintain, repair, overhaul, refurbish, and/or modify the existing fleet of Department airplanes and their components, and to maintain, repair, overhaul, refurbish, and/or modify any future airplane of like model that the Department may acquire, and/or surplus components for the above airplanes acquired by the Department. Vendors shall provide services for major overhauls of dynamic components, engines and engine accessories, engineering support, structural airframe repairs, and various non-critical component repairs.

The Department will solicit various types of services from Qualified Contractors during the term of this Master Agreement. A Vendor may submit qualifications for one or all Service Class categories listed below, or for any combination of Service Types for either one or all Service Classes. Refer to Appendix D, Exhibit 12, Vendor's Service Category Checklist, of this RFSQ.

#### 1.1.1. Service Class I: RAYTHEON SUPER KING AIR B200

- Service Type 1 - Critical Components
- Service Type 2 - Non-Critical Components
- Service Type 3 – Completion Services

#### 1.1.2. Service Class II: CESSNA 210 / CESSNA TURBO 210 (T210)

- Service Type 1 - Critical Components
- Service Type 2 - Non-Critical Components
- Service Type 3 - Completion Services

#### 1.1.3. Service Class III: CESSNA CARAVAN 208 SERIES

- Service Type 1 - Critical Components
- Service Type 2 - Non-Critical Components
- Service Type 3 - Completion Services

Qualified Contractors will provide to the County as-needed services including, but not limited to:

- Major repairs
- Overhauls of dynamic components, engines and engine accessories
- Engineering support
- Structural airframe repairs and/or modifications
- General aircraft maintenance
- Completion Services

A general description of each Service Class and Service Type is provided in Appendix B, Statement of Work, of this RFSQ.

## 1.2 Overview of Solicitation Document

This RFSQ, including all Appendices, Exhibits, and Attachments, sets forth the County requirements for Airplane Maintenance, Engineering and Repair Services. Vendors should formulate and base all responses solely from the information contained in this RFSQ. The individual documents do not stand alone and must be read and reviewed in connection with all other parts of this RFSQ. This RFSQ is composed of the following parts:

- **GENERAL INFORMATION:** Specifies Vendor's Minimum Mandatory Qualifications, provides information regarding some of the requirements of the Master Agreement, and explains the solicitation process.
- **INSTRUCTIONS TO VENDORS:** Contains instructions to Vendors on how to prepare and submit their Statement of Qualifications (SOQ).
- **STATEMENT OF QUALIFICATIONS (SOQ) REVIEW/QUALIFICATION/SELECTION/PROCESS:** Explains how SOQs will be reviewed, qualified, and selected.
- **APPENDICES:**
  - **A - MASTER AGREEMENT:** This document together with its Exhibits is the Master Agreement that will be executed with qualified Vendors. The terms and conditions of the Master Agreement are not negotiable.
  - **B - STATEMENT OF WORK:** Explains in detail the required services to be performed by Vendors under the Master Agreement.

- **C - SAMPLE WORK ORDER FORMAT:** Exhibit that is used for Work Order purposes.
- **D - REQUIRED FORMS:** Required Forms, Exhibits 1-14 contained in this Appendix must be completed and included in the SOQ.
- **E - TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW:** Transmittal sent to Department requesting a Solicitation Requirements Review.
- **F - COUNTY OF LOS ANGELES POLICY OF DOING BUSINESS WITH SMALL BUSINESS:** County policy.
- **G - LINK TO LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY:** Contractors who are not allowed to contract with County for a specific length of time.
- **H - JURY SERVICE ORDINANCE:** County Code.
- **I - SAFELY SURRENDERED BABY LAW:** County Program.
- **J - DEFAULTED PROPERTY TAX REDUCTION PROGRAM:** County Code.
- **K - IRS NOTICE 1015:** Provides information on Federal Earned Income Credit.

### **1.3 Terms and Definitions**

Throughout this RFSQ, references are made to certain persons, groups, or departments/agencies. For convenience, the definitions of certain terms used in this RFSQ can be found in Appendix A, Master Agreement, Paragraph 2.0, Definitions. In addition, any terms with the initial letter capitalized, which are not defined herein, shall have the meanings given to them in Appendix A, Master Agreement, Paragraph 2.0, Definitions.

### **1.4 Vendor's Minimum Mandatory Qualifications**

Interested and qualified Vendors that can demonstrate their ability to successfully provide the required services outlined in Appendix B, Statement of Work, of this RFSQ are invited to submit a Statement of Qualifications (SOQ), provided they meet the following Minimum Mandatory Qualifications listed in Subparagraphs 1.4.1 and/or 1.4.2 and/or 1.4.3, and also meet all other Minimum Mandatory Qualifications under Subparagraphs 1.4.4 and 1.4.5.

1.4.1 Vendor must have at least five (5) years of experience in providing a full range of aircraft maintenance services in a minimum of one (1) of the following flight-critical areas: propeller repair and overhaul, power plant repair and overhaul, airframe repair and refurbishment, aircraft repair parts resale and distribution, aircraft electrical and hydraulic systems maintenance and repair, and avionics systems maintenance and repair. These services are further defined in Appendix B, Statement of Work, Paragraph I.

-and/or-

1.4.2 Vendor must have at least five (5) years of experience in providing a full range of maintenance services in a minimum of one (1) of the non-flight critical areas defined in Appendix B, Statement of Work, Paragraph II.

-and/or-

1.4.3 Vendor must have at least five (5) years of experience in providing Completion Services to new or used unequipped or minimally equipped Cessna 210, Cessna Turbo 210 (T210), Cessna Caravan 208 Series Airplanes and/or Raytheon Super King Air B200 Airplanes. These services are defined in Appendix B, Statement of Work, Paragraph III.

1.4.4 License/Certification - Vendor must either:

- (1) Operate a certificated repair station, certified and approved by the Federal Aviation Administration (FAA) under Special Federal Aviation Regulations codified at 14 C.F.R Part 145; or
- (2) Operate a certificated Approved Maintenance Organization (AMO), certified and approved by Transport Canada under Canadian Aviation Regulations, Part V, subpart 73.

1.4.5 Vendor must have a business office located within the continental United States or Canada staffed by qualified service personnel who maintain service records and receive service requests over the telephone.

It is not required that Vendors be qualified to perform all the tasks described in Appendix B, Statement of Work. Vendors responding to this solicitation are asked to respond only to those components of Appendix B, Statement of Work based on the actual services intended to be provided by Vendor under the Master Agreement. Refer to Appendix D, Exhibit 12, Vendor's Service Category Checklist, of this RFSQ.



## **1.5 New Firm Eligibility**

Vendor may submit an SOQ even if the company has not been in business for the minimum number of years identified in Paragraph 1.4 of this RFSQ, provided their principals, partners or officers personally meet the Minimum Mandatory Qualifications from previous organizations. Vendors must explicitly state that they are seeking to qualify under this Paragraph 1.5, New Firm Eligibility. Vendors shall indicate in their SOQ under Section A.1, Vendor's Background and Experience, as required under Subparagraph 2.6.3 of this RFSQ, their intent to qualify under this Paragraph 1.5, New Firm Eligibility.

## **1.6 Master Agreement Process**

The objective of this RFSQ process is to secure one (1) or more Qualified Contractors to provide as-needed Airplane Maintenance, Engineering and Repair Services for the Department. Specific tasks, deliverables, specifications, etc. will be outlined in a Work Order at the time the Department requests work.

- 1.6.1 Master Agreements will be executed with all Vendors that are determined to be qualified and meet the Minimum Mandatory Qualifications in Paragraph 1.4.1 and/or 1.4.2 and/or 1.4.3 and meet all other Minimum Mandatory Qualifications under Subparagraphs 1.4.4 and 1.4.5.
- 1.6.2 Upon the Department's execution of these Master Agreements, qualified Vendors will become Qualified Contractors, and thereafter from time to time they may be solicited under competitive or non-competitive conditions to provide as-needed Airplane Maintenance, Engineering and Repair Services under Work Orders to be issued by the Department. Qualified Contractors will be selected to perform services based upon the needs of County, as determined by County in its sole discretion. Among other things, price, availability, turn-around time, geographical proximity, and expertise may be factored into the selection.
- 1.6.3 Work Orders shall include specifications which detail the particular project and the work required for the performance thereof. Payment for all work shall be on a fixed-price/not-to-exceed-cost per deliverable basis, subject to the total maximum amount specified on each individual Work Order. The execution of a Master Agreement does not guarantee a Contractor any minimum amount of business. County reserves the right to solicit Work on a competitive or non-competitive basis.
- 1.6.4 For Work Order solicitations, only those Qualified Contractors that are qualified for the specific type of work will be contacted to submit bids.

## **1.7 Master Agreement Term**

1.7.1 Prior to commencement of any Master Agreement, the form of the Master Agreement must be approved by the Los Angeles County Board of Supervisors (Board). Master Agreements shall be effective upon execution by the Sheriff and shall terminate three (3) years from the date the Board approves the form of the Master Agreement. County shall have the option to extend the initial term of each Master Agreement for up to two (2) additional one-year periods, plus one (1) additional six (6) month period, in any increment, for a total Master Agreement term not to exceed five (5) years and six (6) months. Extension options shall be at the Sheriff's sole discretion.

## **1.8 County Rights & Responsibilities**

County has the right to amend the RFSQ by written addendum. County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available to each person or organization which Department's records indicate has received this RFSQ and also will be posted on the Department's website at:

[http://www.lasd.org/lasd\\_contracts/info.html](http://www.lasd.org/lasd_contracts/info.html)

Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the SOQ not being considered, as determined in the sole discretion of the Department. The Department is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

## **1.9 Contact with County Personnel**

Any contact regarding this RFSQ or any matter relating thereto must be in writing and may be mailed, e-mailed or faxed as follows:

Contracts Unit  
Los Angeles County Sheriff's Department  
4700 Ramona Boulevard, Rm 214  
Monterey Park, California 91754  
Attn: Abilene Valdez  
e-mail address: arvaldez@lasd.org  
fax #: (323) 415-4292

Vendors are specifically directed not to contact any other County person or agent for any matter related to this RFSQ. If it is discovered that a Vendor contacted and/or received information from any County person or agent, other than the person specified above, regarding this RFSQ, County, in its sole determination, may disqualify Vendor and their SOQ from further consideration.

### **1.10 Mandatory Requirement to Register on County's WebVen**

Prior to executing a Master Agreement, all potential Vendors must register in the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing County's home page at [http://lacounty.info/doing\\_business/main\\_db.htm](http://lacounty.info/doing_business/main_db.htm). *There are underscores in the address between the words 'doing business' and 'main db'.*

### **1.11 County Option to Cancel and/or Reject SOQs**

County may, at its sole discretion, cancel this RFSQ at anytime and/or reject any or all SOQs submitted in response to this solicitation. County shall not be liable for any cost incurred by a Vendor in connection with preparation and submittal of any SOQ. County reserves the right to waive inconsequential disparities in a submitted SOQ.

### **1.12 Protest Policy Review Process**

Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Vendor may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Subparagraph 1.12.1 below. Additionally, any Vendor that submits a SOQ may request a review of a disqualification, as described in Subparagraph 1.12.1 below.

Throughout the review process, County has no obligation to delay or otherwise postpone an award of contract based on a Vendor protest. In all cases, County reserves the right to make an award when it is determined to be in the best interest of the County to do so.

#### **1.12.1 Grounds for Review**

Unless state or federal statutes or regulations otherwise provide, the grounds for review of a solicitation for a Board-approved services contract provided for under Board Policy No. 5.055 (Services Contract Solicitation Protest) are limited to the following:

- Review of the Solicitation Requirements Review (Reference Paragraph 2.4 of this RFSQ)
- Review of a Disqualified SOQ (Reference Paragraph 3.2 of this RFSQ)

### **1.13 Notice to Vendors Regarding the Public Records Act**

- 1.13.1 Responses to this RFSQ shall become the exclusive property of the County. At such time as when Department recommends the qualified Vendor(s) to the Board of Supervisors (Board) and such recommendation appears on the Board agenda, all SOQ's submitted in response to this RFSQ, become a matter of public record, with the exception of those parts of each SOQ which are justifiably defined and identified by Vendor as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."
- 1.13.2 County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the SOQ as confidential shall not be deemed sufficient notice of exception. Vendor must specifically label only those provisions of their respective SOQ which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

### **1.14 Indemnification and Insurance**

Vendor shall be required to comply with the Indemnification provisions contained in Appendix A, Master Agreement, Exhibit A, Additional Terms and Conditions, Paragraph 12.0, Indemnification and Insurance. Vendor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Appendix A, Master Agreement, Exhibit A, Additional Terms and Conditions, Paragraph 12.3, Insurance Coverage.

### **1.15 Injury & Illness Prevention Program (IIPP)**

Vendor shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

### **1.16 Background and Security Investigations**

- 1.16.1 At any time prior to or during the Term of the Master Agreement, all Contractor staff, subcontractors, and agents of Contractor (collectively herein "Contractor's staff") performing services under the Master Agreement may be required to undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under the Master Agreement. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 1.16.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Master Agreement at any time during the term of the Master Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through County's background investigation.
- 1.16.3 County, in its sole discretion, may immediately deny or terminate County facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of County or whose background or conduct is incompatible with County facility access.
- 1.16.4 Disqualification of any member of Contractor's staff shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of the Master Agreement.

## **1.17 Employee Acknowledgment and Confidentiality Agreement**

- 1.17.1 Contractor shall be required to comply with the Confidentiality provision contained in Appendix A, Master Agreement, Exhibit A, Additional Terms and Conditions, Paragraph 3.0, Confidentiality, and the Independent Contractor Status provision contained in Appendix A, Master Agreement, Exhibit A, Additional Terms and Conditions, Paragraph 38.0, Independent Contractor Status.
- 1.17.2 Contractor shall ensure that it obtains and submits to the Department, a signed "Contractor Employee Acknowledgement and Confidentiality Agreement" as specified in Exhibit F1 of the Appendix A, Master Agreement, for each employee performing services under any resultant Master Agreement, before work begins. Contractor shall also ensure that

it obtains and submits to the County, a signed “Contractor Non-Employee Acknowledgement and Confidentiality Agreement” as specified in Exhibit F2 of the Appendix A, Master Agreement, for each non-employee performing services under any resultant Master Agreement, before work begins.

## **1.18 County’s Quality Assurance Plan**

After Master Agreement award and subsequent Work Order(s), the County or its agent, will evaluate Contractor’s performance under the Master Agreement and Work Order(s) on at least an annual basis. Such evaluation will include assessing Contractor’s compliance with all terms in the Master Agreement and performance standards identified in the Statement of Work and Work Order(s). Contractor’s deficiencies which the Department determines are severe or continuing and that may jeopardize performance of the Master Agreement will be reported to the Board. The report will include improvement/corrective action measures taken by the Department and Contractor. If improvement does not occur consistent with the corrective action measures, the Department may terminate the Master Agreement and/or Work Order(s) in whole or in part, or impose other penalties as specified in the Master Agreement.

## **1.19 County’s Policy on Doing Business with Small Business**

1.19.1 The County has multiple programs that address small businesses. The Board of Supervisors encourages small business participation in the County’s contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.

1.19.2 The Local Small Business Enterprise Preference Program requires the company to complete a certification process. This program and how to obtain certification are further explained in Paragraph 1.32 of this RFSQ.

1.19.3 The Jury Service Program provides exceptions to the Program if a company qualifies as a Small Business. It is important to note that each Program has a different definition for Small Business. You may qualify as a Small Business in one Program but not the other. Further explanation of the Jury Service Program is provided in Paragraph 1.25 of this RFSQ.

1.19.4 The County also has a Policy on Doing Business with Small Business that is stated in Appendix F of this RFSQ.

1.19.5 Local Small Business Enterprise (SBE) Prompt Payment Program

It is the intent of the County that Certified Local SBEs receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

## **1.20 Notification to County of Pending Acquisitions/Mergers by Proposing Company**

Vendor shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Vendor on Appendix D, Required Forms, Exhibit 1, Vendor's Organization Questionnaire/Affidavit. Failure of the Vendor to provide this information may eliminate its SOQ from any further consideration.

## **1.21 Conflict of Interest**

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFSQ, or any competing RFSQ, nor any spouse or economic dependent of such employees, shall be employed in any capacity by a Vendor or have any other direct or indirect financial interest in the selection of a Contractor. Vendor shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Appendix D, Required Forms, Exhibit 5, Certification of No Conflict of Interest.

## **1.22 Determination of Vendor Responsibility**

1.22.1 A responsible Vendor is a Vendor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Master Agreement. It is the County's policy to conduct business only with responsible Vendors.

1.22.2 Vendors are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Vendor is responsible based on a review of the Vendor's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Vendor against public entities. Labor law violations which are the fault of the subcontractors and of which the Vendor had no knowledge shall not be the basis of a determination that the Vendor is not responsible.

1.22.3 The County may declare a Vendor to be non-responsible for purposes of this Master Agreement if the Board of Supervisors, in its discretion, finds that the Vendor 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 Vendor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission 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.

- 1.22.4 If there is evidence that the apparent highest ranked Vendor may not be responsible, the Department shall notify the Vendor in writing of the evidence relating to the Vendor's responsibility, and its intention to recommend to the Board of Supervisors that the Vendor be found not responsible. The Department shall provide the Vendor and/or the Vendor's representative with an opportunity to present evidence as to why the Vendor should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 1.22.5 If the Vendor presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Vendor shall reside with the Board of Supervisors.
- 1.22.6 These terms shall also apply to proposed subcontractors of Vendors on County contracts.

## **1.23 Vendor Debarment**

- 1.23.1 The Vendor is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Vendor from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Vendor's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Vendor 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 Vendor's quality, fitness or capacity to perform an 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.

- 1.23.2 If there is evidence that the apparent highest ranked Vendor may be subject to debarment, the Department shall notify the Vendor in writing of the evidence which is the basis for the proposed debarment, and shall advise the Vendor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 1.23.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Vendor and/or Vendor'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 Vendor should be debarred, and, if so, the appropriate length of time of the debarment. The Vendor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 1.23.4 After consideration of any objections, or if no objections are received, 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.
- 1.23.5 If a Vendor has been debarred for a period longer than five (5) years, that Vendor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Vendor 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 County.
- 1.23.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Vendor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the

Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

- 1.23.7 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.
- 1.23.8 These terms shall also apply to proposed subcontractors of Vendors on County contracts.
- 1.23.9 Appendix G is a link to a listing of Contractors that are currently on the Debarment List for Los Angeles County.

## **1.24 Gratuities**

- 1.24.1 **Attempt to Secure Favorable Treatment**

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Vendor with the implication, suggestion or statement that the Vendor's provision of the consideration may secure more favorable treatment for the Vendor in the award of the Master Agreement or that the Vendor's failure to provide such consideration may negatively affect the County's consideration of the Vendor's submission. A Vendor shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Master Agreement.
- 1.24.2 **Vendor Notification to County**

A Vendor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Vendor's submission being eliminated from consideration.

### 1.24.3 Form of Improper Consideration

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

## 1.25 Jury Service Program

The prospective Master Agreement is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective County Contractors should carefully read Appendix H, Jury Service Ordinance, and the pertinent jury service provisions of Appendix A, Master Agreement, Exhibit A, Additional Terms and Conditions, Paragraph 32.0, Compliance with Jury Service Program, both of which are incorporated by reference into and made a part of this RFSQ. SOQ's that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

1.25.1 The Jury Service Program requires Contractors to 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. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "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) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. 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.

1.25.2 There are two ways in which a Contractor might not be subject to the Jury Service Program:

The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate

sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program.

The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract is less than \$500,000, and, 3) is not an “affiliate or subsidiary of a business dominant in its field of operation”. The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

- 1.25.3 If a Contractor does not fall within the Jury Service Program’s definition of “Contractor” or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Contractor Employee Jury Service Program Certification Form and Application for Exception, Appendix D, Required Forms, Exhibit 10, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor’s application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County’s decision will be final.

## **1.26 Safely Surrendered Baby Law**

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 Appendix I, Safely Surrendered Baby Law, and is also available on the internet at <http://www.babysafela.org> for printing purposes.

## **1.27 Notice to Vendors Regarding the County Lobbyist Ordinance**

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the “Lobbyist Ordinance,” defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of

each Vendor to review the ordinance independently as the text of said ordinance is not contained within this RFSQ. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Vendor is in full compliance with Chapter 2.160 of the Los Angeles County Code by completing and submitting the form as set forth in Appendix D, Required Forms, Exhibit 6, Familiarity of the County Lobbyist Ordinance Certification, as part of their SOQ.

### **1.28 Federal Earned Income Credit**

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

### **1.29 Consideration of Hiring GAIN/GROW Program Participants**

As a threshold requirement for consideration for Master Agreement award, Vendors shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if the participants meet the minimum qualifications for that opening. Additionally, Vendors shall attest to a willingness to provide employed GAIN/GROW participants access to the Vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Vendors who are unable to meet this requirement shall not be considered for contract award. Vendors shall complete and return the form as set forth in Appendix D, Required Forms, Exhibit 9, Attestation of Willingness to Consider GAIN/GROW Participants, with their SOQ.

### **1.30 Recycled-Content Paper**

Vendor shall be required to comply with the County's policy on recycled-content paper as specified in Appendix A, Master Agreement, Exhibit A, Additional Terms and Conditions, Paragraph 31.0, Recycled-Content Paper.

### **1.31 Vendor's Adherence to County Child Support Compliance Program**

Vendors shall 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

### **1.32 Local Small Business Enterprise Preference Program (if applicable)**

1.32.1 County will give Local SBE preference to businesses that meet the definition of a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. A Local SBE is defined as: 1) A business certified by the State of California as a small business and; 2) has had its principal office located in Los Angeles County for a period of at least one year. The business must be certified by the Office of Affirmative Action Compliance as meeting the requirements set forth in 1 and 2 above prior to requesting the Local SBE Preference in a solicitation.

1.32.2 To apply for certification as a Local SBE, companies may register at the Office of Affirmative Action Compliance's website at:

<http://oaac.co.la.ca.us/contract/sbemain.html>

1.32.3 Certified Local SBEs must request the SBE Preference in each of their Bid responses and may not request the preference unless the certification process has been completed and certification affirmed. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.

1.32.4 Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at:

<http://www.pd.dgs.ca.gov/smbus/default>

### **1.33 Transitional Job Opportunities Preference Program (if applicable)**

- 1.33.1 County will give preference to businesses that are certified by the County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. A Certified Transitional Job Opportunity vendor is, and has been such for three (3) years, an entity: 1) that is a non-profit organization recognized as tax exempt pursuant to section 501 (c) (3) of the Internal Revenue Services Code; set forth, under penalty of perjury, such information as requested by the County on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to the Department with their proposal response to the contracting solicitation for which they are competing; 2) has been in operation for at least one year providing transitional job and the related supportive services to program participants; and 3) provide a profile of their program with a description of their program components designed to assist program participants, number of past program participants, and any other information requested by a contracting Department
- 1.33.2 Transitional Job Opportunities vendors must request the preference in each of their Work Order Bid responses and may not receive the preference until their certification has been affirmed by the applicable Department. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a Vendor that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.
- 1.33.3 To request the Transitional Job Opportunities Preference, Vendor must complete Appendix D, Required Forms, Exhibit 11, Transitional Job Opportunities Preference Application, and submit it along with all supporting documentation with their SOQ.

## **1.34 Defaulted Property Tax Reduction Program**

- 1.34.1 The prospective Master Agreement is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read Appendix J, Defaulted Tax Program Ordinance, and the pertinent provisions in Appendix A, Master Agreement, Exhibit A, Additional Terms and Conditions, Paragraph 60.0 and Paragraph 61.0, all of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their subcontractors.
- 1.34.2 Vendors shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain

compliance during the term of any Master Agreement that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Appendix D, Required Forms, Exhibit 14, Certification of Compliance with the County's Defaulted Property Tax Reduction Program. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a Master Agreement or initiation of debarment proceedings against the non-compliant contractor (Los Angeles County Code, Chapter 2.202).

- 1.34.3 SOQs that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.



## **2.0 INSTRUCTIONS TO VENDORS**

This Section contains key project dates and activities as well as instructions to Vendors in how to prepare and submit their Statement of Qualifications (SOQ).

### **2.1 County Responsibility**

The County is not responsible for representations made by any of its officers or employees prior to the execution of the Master Agreement unless such understanding or representation is included in the Master Agreement.

### **2.2 Truth and Accuracy of Representations**

False, misleading, incomplete, or deceptively unresponsive statements in connection with an SOQ shall be sufficient cause for rejection of the SOQ. The evaluation and determination in this area shall be at the Sheriff's sole judgment and his judgment shall be final.

### **2.3 RFSQ Timetable**

**The timetable for this RFSQ is as follows:**

- Release of RFSQ .....Refer to Bulletin #1
- Request for a Solicitation Requirements Review Due ....Refer to Bulletin #1
- Written Questions Due .....Refer to Bulletin #1
- Questions and Responses Released.....Refer to Bulletin #1
- SOQ due .....Refer to Bulletin #1

The submittal date is an initial due date and those not received by that date may not be reviewed initially; however, they may be reviewed at a later date to determine if they meet the qualifications listed. The solicitation will remain open until the needs of the Department are met.

In the event the Department's needs are met and the solicitation is closed, the solicitation may be reopened any time during the term of the Master Agreement authorized by the County Board of Supervisors in order to meet any additional Department needs. In the event the solicitation is reopened, it will be publicized on the County's website.

### **2.4 Solicitation Requirements Review**

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix E, Transmittal Form to Request a Solicitation Requirements Review, to the Department conducting the solicitation as described in this Paragraph. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the solicitation document;
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a SOQ.
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request for a Solicitation Requirements Review asserts either that:
  - a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
  - b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Vendors.

The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the due date of SOQs.

All Requests for a Solicitation Requirements Review shall be submitted to:

Angelo Faiella, Manager  
Contracts Unit  
Los Angeles County Sheriff's Department  
4700 Ramona Boulevard, Room 214  
Monterey Park, California 91754

## **2.5 Vendors' Questions**

Vendor may submit written questions regarding this RFSQ by mail, fax, or e-mail to the Contract Analyst identified below. All questions must be received by the date in Bulletin #1. All questions, without identifying the submitting firm, will be compiled with the appropriate answers and issued as an addendum to the RFSQ via the following methods: the Department's website at

[http://www.lasd.org/lasd\\_contracts/info.html](http://www.lasd.org/lasd_contracts/info.html) or email to Vendor if Vendor informed the Department's Contracts Analyst at [arvaldez@lasd.org](mailto:arvaldez@lasd.org) of Vendor's name, mailing and email address and fax and telephone number.

When submitting questions, specify the RFSQ section number, paragraph number, and page number and quote the language that prompted the question. This will ensure that the language in question can be quickly found in the RFSQ. The Department reserves the right to group similar questions when providing answers.

Any questions regarding the application of Minimum Mandatory Qualifications, review criteria and/or business requirements that would unfairly disadvantage Vendors or, due to unclear instructions, may result in County not receiving the best possible responses from Vendors, should be addressed during the request for a Solicitation Requirements Review, Paragraph 2.4 above.

Written questions should be addressed to:

Contracts Unit  
Los Angeles County Sheriff's Department  
4700 Ramona Boulevard, Rm 214  
Monterey Park, California 91754  
Attn: Abilene Valdez  
Fax #: (323) 415-4292  
e-mail address: [arvaldez@lasd.org](mailto:arvaldez@lasd.org)

## **2.6 Preparation and Format of the SOQ**

All SOQs must be bound and submitted in the prescribed format. Any SOQ that deviates from this format may be rejected without review at County's sole discretion. The content and sequence of the SOQ must be as follows:

- Vendor's Organization Questionnaire/Affidavit
- Table of Contents
- Vendor's Qualifications (Section A)
- Required Forms (Section B)
- Proof of Insurability (Section C)
- Proof of Licenses (Section D)
- Financial Capability (Section E)
- Price Sheet (Section F)

Vendors must read this RFSQ carefully and follow all instructions, giving consideration to all requirements and requested documents as set forth herein when submitting their SOQs to ensure that errors or omissions do not cause Vendors to be eliminated from consideration.

Each SOQ must respond clearly and comprehensively to all requirements of the RFSQ. Any request lacking a response will be considered “non-responsive.” Failure to comply with the SOQ instructions may disqualify the SOQ. Noncompliant, inadequate, incomplete, or otherwise non-responsive SOQs may, in the County’s sole discretion, result in disqualification or elimination.

County reserves the sole right to judge the content and presentation of the SOQs. Any SOQ that deviates from the format, sequence, content, or submission procedure may be rejected without review, in the County’s sole discretion.

### **2.6.1 Vendor’s Organization Questionnaire/Affidavit**

Vendor shall complete, sign, and date the Vendor’s Organization Questionnaire/Affidavit, Exhibit 1 as set forth in Appendix D, Required Forms. The person signing the form must be authorized to sign on behalf of the Vendor and to bind the Vendor in a Master Agreement. This is the first page of the SOQ.

### **2.6.2 Table of Contents**

The Table of Contents must be a comprehensive listing of material included in the SOQ. This section must include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

### **2.6.3 Vendor’s Qualifications (Section A)**

Vendor must provide sufficient detail and documentation to demonstrate that they meet the Minimum Mandatory Qualifications stated in Paragraph 1.4 and have the capability to perform the required services as required in Appendix B, Statement of Work. Vendor must indicate in this section all experience as it pertains to Paragraph 1.4 of this RFSQ. The following sections must be included:

#### **A. Vendor’s Background and Experience (A.1)**

Vendor must provide a summary of relevant background information to demonstrate that they meet and/or exceed the Minimum Mandatory Qualifications stated in Paragraph 1.4 of this RFSQ and have the capability to perform the required services as a corporation or other entity. Vendor must also include the following information in the summary:

- Vendor must demonstrate the capacity to perform the required services as a corporation or other entity.
- Vendor must provide the names, addresses, and telephone numbers of all persons authorized to represent and bind the Vendor.

Vendor shall complete, sign, and date Appendix D, Required Forms, Exhibit 12, Vendor's Service Category Checklist, and place it here under this section.

Vendors shall indicate under this section if they are seeking to qualify under Paragraph 1.5, New Firm Eligibility, of this RFSQ.

### **B. Vendor's References (Section A.2)**

It is Vendor's sole responsibility to ensure that the firm's name, point of contact's name, title, and telephone number for each reference is accurate and complete. The same references may be listed on both Appendix D, Required Forms, Exhibit 2, Prospective Contractor References, and Appendix D, Required Forms, Exhibit 3, Prospective Contractor List of Contracts.

1. County may disqualify a Vendor, in its sole discretion, if:
  - References fail to substantiate Vendor's description of the services provided; or
  - References fail to support that Vendor has a continuing pattern of providing capable, productive and skilled services; or
  - The Department is unable to reach the point of contact with reasonable effort (three [3] attempts). It is Vendor's responsibility to inform the point of contact that reference checks will be conducted during normal business hours.
2. Vendor must complete and include Appendix D, Required Forms, Exhibit 2, Prospective Contractor References, Exhibit 3, Prospective Contractor List of Contracts, and Exhibit 4, Prospective Contractor List of Terminated Contracts.
  - Prospective Contractor References, Exhibit 2  
Vendor must provide at least two (2) references familiar with Vendor's technical qualifications and experience as they apply to the same or similar scope of services, as required in Appendix B, Statement of Work.

Prospective Contractor List of Contracts, Exhibit 3  
The list must include all public entities and County contracts for the last three (3) years. Use additional sheets if necessary.

- Prospective Contractor List of Terminated Contracts, Exhibit 4  
The list must include contracts terminated within the past three (3) years with a reason for termination.

### **C. Vendor's Litigation and Judgments (Section A.3)**

Vendor must identify by name, case number, and court jurisdiction any pending litigation in which Vendor is involved, or judgments against Vendor in the past five (5) years. Vendor shall also identify any threatened litigation of which Vendor is aware. Vendor shall provide a statement describing the size and scope of any judgments, pending litigation, or threatened litigation against Vendor or principals of Vendor.

If Vendor has no pending or threatened litigation or judgments, then a statement stating so must be provided in this section.

Failure or refusal to report pending litigation, threatened litigation, or judgments may result in Vendor being found non-responsive, and the SOQ may be eliminated from future review at County's absolute and sole discretion.

#### **2.6.4 Required Forms (Section B)**

The SOQ shall include the following forms as provided in Appendix D, Required Forms. Vendor shall complete, sign, and date all forms. The person signing all forms must be authorized to sign on behalf of the Vendor and to bind Vendor in a Master Agreement. Forms may be expanded, as necessary, to provide complete responses.

Exhibit 5    Certification of No Conflict of Interest  
Vendor must certify that no employee who prepared or participated in the preparation of the SOQ is within the purview of County Code Section 2.180.010.

Exhibit 6    County Lobbyist Ordinance Certification  
Vendor must certify that Vendor is familiar with the requirements of the County Lobbyist Ordinance and that all

persons acting on behalf of the Vendor comply with the ordinance during the RFSQ process and otherwise.

- Exhibit 7 Los Angeles County Community Business Enterprise (CBE) Program – Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form  
Vendor shall complete the form and attach it and the Local SBE Certification letter issued by the Los Angeles County Office of Affirmative Action Compliance. Note: Vendor must already be certified as a Local SBE prior to SOQ submission to be eligible to request consideration for the Prompt Payment Program.
- Exhibit 8 Vendor’s Equal Employment Opportunity (EEO) Certification  
Vendor must certify compliance with EEO laws, regulations and policies.
- Exhibit 9 Attestation of Willingness to Consider GAIN/GROW Participants  
Vendor must demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Vendor shall also attest to a willingness to provide employed GAIN/GROW participants access to Vendor’s employee mentoring program, if available.
- Exhibit 10 County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception  
Vendor shall complete and submit this form with the SOQ. If Vendor is requesting an exception to this program, Vendor shall submit all necessary documents to support the request.
- Exhibit 11 Transitional Job Opportunities Preference Application  
If submitted, the Transitional Job Opportunities Preference Application must be completed and submitted with all required supporting documents.
- Exhibit 13 Signature Page of Master Agreement  
Vendor’s submission of a signed signature page constitutes acknowledgement and acceptance of, and a willingness to comply with all terms and conditions of Appendix A, Master Agreement, which are non-negotiable.

Exhibit 14 Certification of Compliance with the County's Defaulted  
Property Tax Reduction Program

**2.6.5 Proof of Insurability (Section C)**

Vendor must provide proof of insurability that meets all insurance requirements set forth in Appendix A, Master Agreement, Exhibit A, Additional Terms and Conditions, Paragraph 12.0, Indemnification and Insurance. If a Vendor does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Vendor be selected to receive a Master Agreement award should be submitted with the SOQ.

**2.6.6 Proof of Licenses (Section D)**

Vendor must furnish a copy of all applicable current licenses and/or certifications.

**2.6.7 Financial Capability (Section E)**

Vendor must provide copies of the company's financial statements for the most current and prior two (2) fiscal years (for example 2011, 2010, and 2009). Statements should include the company's assets, liabilities and net worth. At a minimum, include the Balance Sheet (Statement of Financial Positions), Income Statement (Statement of Operations), and the Retained Earnings Statement. If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page.

**2.6.8 Price Sheet (Section F)**

The Price Sheet shall be structured as follows:

➤ **Part 1 - Price Sheet Cover**

The Price Sheet Cover (Cover) must be a maximum of one (1) page, transmitting the Price Sheet on Vendor's stationery. The Cover must include Vendor's name, address, telephone and facsimile numbers of the person or persons to be used for contact and who will be authorized to represent Vendor. The Cover must bear the signature of the person authorized to sign on behalf of Vendor and to bind the applicant to the price representations contained in the Price Sheet document.

➤ **Part 2 - Labor Rate**



Vendor must provide the maximum labor rate per hour (MLR) applicable to jobs performed under Work Orders resulting from the Master Agreement. After execution of a Master Agreement, Contractors are encouraged to competitively price each Work Order solicitation in any amount up to the maximum labor amounts documented in the Price Sheet.

➤ **Part 3 – Pricing for Parts, Components, Raw Materials**

Pricing for all parts, components, and/or raw materials used to perform Work as a result of this Master Agreement shall not exceed the published industry-standard resale pricing for said materials by any Original Equipment Manufacturer (OEM), authorized OEM reseller, the United States Navy, or any other source providing such materials to Contractor.

Vendor must provide a bibliographic listing of all Manufacturer and/or proprietary Price Books (Original Equipment Manufacturers (OEM), U.S. Navy, parts distributors and/or vendors authorized by the OEM) used by Vendor to set resale pricing for materials to be used throughout the term of the Master Agreement.

The bibliographic listing must alphabetically list the manufacturer's or supplier's name, address and phone number(s), Price Book date or year of publication, and number of pages contained in the Price Book.

**Restrictions on Pricing**

For those qualifying Vendors who are currently under contract to provide airplane parts, components, and raw materials to another County of Los Angeles department or other public entity, the pricing proposed herein for such materials shall not exceed the established contracted discount pricing extended to any other County departments or other public entities.

If Vendor is under contract with more than one County department or other public entity, where each party has been extended a different discounted price structure, the Department shall be extended the lower pricing.

## **2.7 SOQ Submission**

The original SOQ and two (2) exact duplicate numbered copies shall be enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the name

and address of the Vendor and bear the words: **“SOQ FOR AIRPLANE MAINTENANCE, ENGINEERING AND REPAIR SERVICES”**.

The SOQ and any related information shall be delivered or mailed to:

Contracts Unit  
Los Angeles County Sheriff's Department  
4700 Ramona Boulevard, Room 214  
Monterey Park, California 91754  
Attn: Abilene Valdez

It is the sole responsibility of the submitting Vendor to ensure that its SOQ is received before the submission deadline. Submitting Vendors shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

## **2.8 Acceptance of Terms and Conditions of Master Agreement**

Vendors understand and agree that submission of the SOQ constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions of Appendix A, Master Agreement. Signature by the authorized agent of Vendor on the signature page of the Master Agreement constitutes acceptance by Vendor of all terms and conditions of the Master Agreement. The terms and conditions of the Master Agreement are not negotiable.

## **2.9 SOQ Withdrawals/Corrections**

The Vendor may withdraw its SOQ at any time prior to the date and time which is set forth herein as the deadline for acceptance of SOQs, upon written request for same to:

Angelo Faiella, Manager  
Los Angeles County Sheriff's Department  
Contracts Unit  
4700 Ramona Boulevard, Room 214  
Monterey Park, California 91754

If County determines at any time that there are one or more errors (e.g. clerical or arithmetic errors) or missing information in any submitted SOQ, County, in its sole discretion, may request in writing that the particular Vendor submit a written correction of the applicable portions of its SOQ within a County-specified time period and in compliance with all County instructions as set forth in the request, including regarding content and format. Vendor understands and agrees that any such correction shall be limited to correcting errors or submitting missing information identified by County, shall comply with all County instructions as set

forth in the request, and shall be considered part of the SOQ for all purposes including SOQ evaluation. If Vendor fails to submit such correction or missing information within the County-specified time period, the SOQ shall stand as written.

### **3.0 SOQ REVIEW/QUALIFICATION/SELECTION PROCESS**

#### **3.1 Review Process**

County will conduct a comprehensive, fair, and impartial review of the SOQs received in response to this RFSQ. The review process will include the following steps:

##### **3.1.1 Adherence to Minimum Mandatory Qualifications**

County shall review Appendix D, Required Forms, Exhibit 1, Vendor's Organization Questionnaire/Affidavit, and the appropriate supporting documentation to determine if the Vendor meets the Minimum Mandatory Qualifications as outlined in Paragraph 1.4.

Failure of the Vendor to meet the Minimum Mandatory Qualifications may eliminate its SOQ from any further consideration. County may elect to waive any informality in a SOQ if the sum and substance of the SOQ is present.

Vendors that wish to re-submit a corrected SOQ, or correction to any component of the SOQ, must do so before the initial submission deadline stated in Paragraph 2.3, RFSQ Timetable. Resubmitted corrections to SOQs submitted after the initial deadline may not be reviewed initially, however, they may be reviewed at a later date to determine if they meet the qualifications listed in the RFSQ.

##### **3.1.2 Vendor's Qualifications**

County's review will include the following:

A review of Vendor's Background and Experience as provided in Section A.1 of the SOQ.

A review of Vendor's References as provided in Section A.2 of the SOQ. The review will include verification of references submitted, a review of the County's Contract Database, if applicable, reflecting past performance history on County contracts, and a review of terminated contracts.

A review to determine the magnitude of any threatened litigation, pending litigation, or judgments against the Vendor as provided in Section A.3 of the SOQ.

**3.1.3 Required Forms**

A review of all forms listed in Subparagraph 2.6.4 which must be included in Section B of the SOQ.

**3.1.4 Proof of Insurability**

A review of the proof of insurability provided in Section C of the SOQ.

**3.1.5 Proof of Licenses**

A review of the proof of licenses and/or certificates provided in Section D of the SOQ.

**3.1.6 Financial Capability**

An analysis of the financial information in Section E of the SOQ to determine the financial capability of the firm.

**3.1.7 Price Sheet**

A review of the Price Sheet information provided in Section F of the SOQ. The Price Sheet information must be assembled in the format outlined in Subparagraph 2.6.8, Price Sheet.

**3.2 Disqualification Review**

A Vendor may be disqualified from consideration because a Department determined it was non-responsive at any time during the review/evaluation process. If a Department determines that a Vendor is disqualified due to non-responsiveness, the Department shall notify the Vendor in writing.

Upon receipt of the written determination of non-responsiveness, the Vendor may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A request for a Disqualification Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Disqualification Review is a Vendor that has submitted a SOQ;
2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and

3. The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the determination shall be provided to the requesting Vendor, in writing, prior to the conclusion of the evaluation process.

### **3.3 Selection/Qualification Process**

The Department will generally select Vendors that meet the Minimum Mandatory Qualifications and that have experience in providing a broad range of Airplane Maintenance, Engineering and Repair services. However, in order to insure the Department has at its disposal a varied pool of Qualified Contractors, the Department may offer Master Agreements to Vendors that offer a narrow scope of services in more highly specialized areas.

### **3.4 Master Agreement Award**

Vendors who are notified by the Department that they appear to have the necessary qualifications and experience (i.e., they are qualified) may still not be recommended for a Master Agreement if other requirements necessary for award have not been met. Other requirements may include acceptance of the terms and conditions of the Master Agreement, and/or satisfactory documentation that required insurance will be obtained. Only when all such matters have been demonstrated to the Department's satisfaction can a Vendor, which is otherwise deemed qualified, be regarded as "selected" for recommendation of a Master Agreement.

The Sheriff will execute Board of Supervisors-authorized Master Agreements with each selected Vendor.

**APPENDIX A**



**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT**

**MASTER AGREEMENT**

**FOR**

**AIRPLANE MAINTENANCE, ENGINEERING AND REPAIR SERVICES**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

[ ]

**NOTICE TO VENDORS**

**THIS DOCUMENT IS A SAMPLE MASTER AGREEMENT WHICH INCLUDES MANY OF COUNTY'S CONTRACTING REQUIREMENTS AS OF THE ISSUANCE OF THIS REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ). COUNTY MAKES NO REPRESENTATION OR WARRANTY THAT ALL OF THE PROVISIONS IN THIS SAMPLE MASTER AGREEMENT WILL BE INCLUDED IN ANY RESULTANT MASTER AGREEMENT, THAT SUCH PROVISIONS WILL NOT BE MODIFIED IN ANY RESULTANT MASTER AGREEMENT, OR THAT OTHER PROVISIONS WILL NOT BE INCLUDED IN ANY RESULTANT MASTER AGREEMENT.**

**MASTER AGREEMENT  
FOR  
AIRPLANE MAINTENANCE, ENGINEERING AND REPAIR SERVICES  
BY AND BETWEEN  
COUNTY OF LOS ANGELES AND  
[ ]**

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## RECITALS

This Master Agreement is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the County of Los Angeles ("County") and [\_\_\_\_\_] a [\_\_\_\_\_] organized under the laws of [\_\_\_\_\_] located at [\_\_\_\_\_] ("Contractor"), to provide Airplane Maintenance, Engineering and Repair Services for the Los Angeles County Sheriff's Department (the "Department").

WHEREAS, County, through the Department, desires to contract with private businesses to provide Airplane Maintenance, Engineering and Repair services for the Department; and

WHEREAS, Contractor represents that it possesses the necessary special skills, knowledge and technical competence and sufficient staffing to provide such Airplane Maintenance, Engineering and Repair Services; and

WHEREAS, this Master Agreement (as defined below) is authorized pursuant to California Government Code Section 31000 and otherwise.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree as follows:

### **1. MASTER AGREEMENT AND INTERPRETATION**

1.1 Master Agreement. This base document along with Exhibits A through H, attached hereto, Exhibit I, incorporated herein by reference, any attachments attached hereto or thereto, and any executed Change Order or Amendment from time to time hereto or thereto collectively constitute and throughout and hereinafter are referred to as the "Master Agreement." This Master Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Master Agreement.

1.2 Interpretation. 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, Subtask, Deliverable, goods, service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits and any attachments thereto, according to the following priority:

1.2.1. Exhibit A – Additional Terms and Conditions

1.2.2. Exhibit B – Statement of Work

1.2.3. Exhibit C – Price Sheet

- 1.2.4. Exhibit D – Sample Work Order Format
- 1.2.5. Exhibit E – Contractor’s EEO Certification
- 1.2.6. Exhibit F1– Contractor’s Employee Acknowledgement and Confidentiality Agreement
  - Exhibit F2 - Contractor’s Non-Employee Acknowledgment and Confidentiality Agreement
- 1.2.7. Exhibit G - Jury Service Ordinance
- 1.2.8. Exhibit H - Safely Surrendered Baby Law
- 1.2.9 Exhibit I - Subsequent Executed Work Orders
- 1.3 Additional Terms and Conditions. Without limiting the generality of Subparagraph 1.1 (Master Agreement), attached hereto as Exhibit A (Additional Terms and Conditions), and incorporated by reference herein, are additional terms and conditions to this Master Agreement. Contractor acknowledges and agrees that it shall be bound by the additional terms and conditions enumerated in such Exhibit as if such terms and conditions were enumerated in the body of this base document.
- 1.4 Construction. The words “herein”, “hereof”, and “hereunder” and words of similar import used in this Master Agreement refer to this Master Agreement, including all annexes, attachments, Exhibits, and schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Master Agreement with the words “including”, “for example”, “e.g.”, “such as”, “etc.”, or any derivation of such words, such examples are intended to be illustrative and not limiting. Captions and Paragraph headings used in the Master Agreement are for convenience only and are not a part of the Master Agreement and shall not be used in construing the Master Agreement. References in this Master Agreement to Federal, State and/or other governmental statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies, including those copies of which are attached to this Master Agreement, shall mean and shall be to such statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies as amended from time to time.

## 2. DEFINITIONS

The following terms and phrases in quotation marks and with initial letters capitalized shall have the following specific meaning when used in this Master Agreement.

- 2.1 “Amendment” has the meaning set forth in Paragraph 6 (Change Orders and Amendments).
- 2.2 “Board” means the Los Angeles County Board of Supervisors.
- 2.3 “Business Day” means Monday through Friday, excluding County observed holidays.
- 2.4 “Change Order” has the meaning set forth in Paragraph 6 (Change Orders and Amendments).
- 2.5 “Contractor Project Director” has the meaning set forth in Subparagraph 4.1 (Contractor Project Director).
- 2.6 “Contractor Project Manager” has the meaning set forth in Subparagraph 4.2 (Contractor Project Manager).
- 2.7 “County” has the meaning set forth in the Recitals.
- 2.8 “County Counsel” means County’s Office of the County Counsel.
- 2.9 “County Project Director” has the meaning set forth in Subparagraph 3.1 (County Project Director).
- 2.10 “County Project Manager” has the meaning set forth in Subparagraph 3.2 (County Project Manager).
- 2.11 “Department” has the meaning set forth in the Recitals.
- 2.12 “Dispute Resolution Procedure” has the meaning set forth in Paragraph 2.0 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions).
- 2.13 “Initial Term” has the meaning set forth in Paragraph 7 (Term).
- 2.14 “Jury Service Program” has the meaning set forth in Paragraph 32.0 (Compliance with Jury Service Program) of Exhibit A (Additional Terms and Conditions).
- 2.15 “Master Agreement” means generally County’s standard agreement executed between County and individual contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work

Orders. Specifically, Master Agreement has the meaning set forth in Subparagraph 1.1 (Master Agreement).

- 2.16 "Maximum Contract Sum" has the meaning set forth in Paragraph 8 (Prices and Fees).
- 2.17 "Maximum Labor Rate Per Hour" or "MLR" means, for Contractor's personnel, the fully burdened maximum hourly rate set forth in Paragraph 8.2 (Labor), which includes an allocated average of direct and indirect costs, overhead, and administrative expenses attributable to each personnel hour worked.
- 2.18 "Option Term" has the meaning set forth in Paragraph 7 (Term).
- 2.19 "Qualified Contractor" means a contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request for Statement of Qualifications (RFSQ) Number 470-SH, has met the minimum qualifications listed in the RFSQ, and has an executed Master Agreement with County.
- 2.20 "Request for Statement of Qualifications" or "RFSQ" means a solicitation based on establishing a pool of qualified vendors to provide services through Master Agreements.
- 2.21 "Sheriff" means the elected official who is the Sheriff of the County of Los Angeles.
- 2.22 "Specifications" means the direction, provisions, and requirements contained in each Work Order and as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the Work under the Master Agreement.
- 2.23 "Statement of Work" or "SOW" means the Statement of Work, attached as Exhibit B (Statement of Work) to this Master Agreement, together with all attachments thereto, as the same may be amended by any approved Change Order or Amendment.
- 2.24 "Tax" and "Taxes" means governmental fees (including license, filing and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.
- 2.25 "Term" has the meaning set forth in Paragraph 7 (Term).
- 2.26 "Work" means any and all tasks, subtasks, deliverables, goods, and other services performed by or on behalf of Contractor, including the work required pursuant to a fully executed Work Order, in accordance with this Master

Agreement, the Statement of Work, and all other Exhibits, and executed Change Orders and Amendments hereto.

2.27 “Work Order” means a subordinate agreement to this Master Agreement, executed wholly within and subject to the provisions of the Master Agreement, for the performance of tasks and/or provision of deliverables pursuant to the Statement of Work and the Specifications. No work shall be performed by Contractor except in accordance with a fully executed Work Order. All executed Work Orders under this Master Agreement are incorporated herein as Exhibit J by this reference and made a part of this Master Agreement. A sample Work Order is attached hereto as Exhibit D (Sample Work Order Format).

### **3. ADMINISTRATION OF MASTER AGREEMENT – COUNTY**

#### **3.1 County Project Director.**

3.1.1 “County Project Director” for this Master Agreement shall be the following person:

Captain  
Los Angeles County Sheriff’s Department  
Aero Bureau  
3235 North Lakewood Boulevard  
Long Beach, California 90808  
Facsimile: (562) 420-3197

3.1.2 County will notify Contractor of any change in the name or address of County Project Director.

3.1.3 Except as set forth in Paragraph 6 (Change Orders and Amendments) of this Master Agreement, County Project Director is not authorized to make any changes in any of the terms and conditions of this Master Agreement and is not authorized to further obligate County in any respect whatsoever.

3.1.4 County Project Director shall have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

#### **3.2 County Project Manager.**

3.2.1 “County Project Manager” for this Master Agreement shall be the following person:

Chief of Helicopter Maintenance  
Los Angeles County Sheriff's Department  
Aero Bureau  
3235 North Lakewood Boulevard  
Long Beach, California 90808  
Facsimile: (562) 420-3197

Unless otherwise specifically noted, whenever this Master Agreement calls for a notice, report, or other delivery to be made by Contractor (or any representative thereof) to County Project Manager, such notice, report, or other delivery shall be made to County Project Manager in accordance with the notice information set forth above or in accordance with such other notice information as County may notify Contractor from time to time pursuant to Subparagraph 3.2.2.

- 3.2.2 County shall notify Contractor of any change in the name or address of the County Project Manager.
  - 3.2.3 County Project Manager shall be a resource for addressing the technical standards and requirements of this Master Agreement, shall interface regularly with Contractor and further shall have the duties from time to time given to such person by County.
  - 3.2.4 County Project Manager is not authorized to make any changes in any of the terms and conditions of this Master Agreement. Notwithstanding, County Project Manager may issue Work Orders, and make amendments thereto, pursuant to Paragraph 5 (Work) below.
  - 3.2.5 County Project Manager shall advise County Project Director as to Contractor's performance in areas relating to technical requirements and standards, County policy, information requirements, and procedural requirements.
- 3.3 Consolidation of Duties. County reserves the right to consolidate the duties of the County Project Director, which duties are enumerated in Subparagraph 3.1 (County Project Director), and the duties of the County Project Manager, which duties are enumerated in Subparagraph 3.2 (County Project Manager), into one County position, and to assign all such duties to one individual who will act as County's liaison in all matters relating to this Master Agreement. County will notify Contractor no later than five (5) days prior to exercising its rights pursuant to this Subparagraph 3.3.
- 3.4 County Personnel. All County personnel assigned to this Master Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County.

**4. ADMINISTRATION OF AGREEMENT – CONTRACTOR**

**4.1 Contractor Project Director.**

4.1.1 “Contractor Project Director” shall be the following person, who shall be a full-time employee of Contractor:

[ \_\_\_\_\_ ]

4.1.2 Contractor Project Director shall be responsible for Contractor’s performance of all of the Work and ensuring Contractor’s compliance with this Master Agreement.

4.1.3 Throughout the Term of the Master Agreement, Contractor Project Director shall be available to meet and confer with the County Project Director at least monthly in person or by phone, to review project progress and discuss project coordination.

4.1.4. Contractor shall notify County in writing of any change in the name or address of the Contractor Project Director.

**4.2 Contractor Project Manager.**

4.2.1 The “Contractor Project Manager” shall be the following person who shall be a full-time employee of Contractor:

[ \_\_\_\_\_ ]

4.2.2 Contractor Project Manager shall be responsible for Contractor’s day-to-day activities as related to this Master Agreement.

4.2.3 Contractor Project Manager shall be available to meet and confer as necessary, but no less frequently than monthly, with County, or as determined by County Project Manager.

4.2.4. Contractor shall notify County in writing of any change in the name or address of the Contractor Project Manager.

**4.3 Approval of Contractor’s Staff.**

4.3.1 County approves the proposed Contractor Project Director and Contractor Project Manager listed in Subparagraphs 4.1.1 and 4.2.1. The County Project Director has the right to approve or disapprove any

proposed replacement for the Contractor Project Director and the Contractor Project Manager. If Contractor desires to replace, or if County, at its discretion, requires removal of, either the Contractor Project Director or the Contractor Project Manager, Contractor shall provide County with a resume of each such proposed replacement, and an opportunity to interview such person prior to such person performing any Work hereunder. County shall not unreasonably delay its approval of a replacement of Contractor Project Director or Contractor Project Manager.

- 4.3.2 All staff employed by and on behalf of Contractor shall be adults, 18 years of age and older, who are legally eligible to work under the laws of the United States of America and the State of California. All Contractor's staff who have direct contact with County (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

## 5. **WORK**

- 5.1 Contractor acknowledges that, subject to this Paragraph 5 (Work), all Work performed under this Master Agreement, including pursuant to an executed Change Order or Amendment, is payable on a per Work Order basis in accordance with the terms and conditions of this Master Agreement, including this Paragraph 5 (Work), Paragraph 8 (Prices and Fees), and Paragraph 10 (Invoices and Payments).
- 5.2 Pursuant to the provisions of this Master Agreement, Contractor shall fully perform, complete and deliver on time, all deliverables, services and other work as set forth in each Work Order. Payment for all Work performed under a fully executed Work Order shall be subject to the total maximum amount specified on each individual Work Order.
- 5.3 Work Orders shall generally conform to Exhibit D (Sample Work Order Format). Each Work Order shall include Specifications that describe in detail the particular project and the work required for the performance thereof. All aircraft or components thereof requiring critical component services, non-critical component services, and/or Completion Services will be shipped or delivered to Contractor by County and upon completion of Contractor's services will be returned to Aero Bureau as stipulated per Work Order, at County's expense, unless otherwise agreed to by County Project Manager.
- 5.4 If Contractor provides any task, deliverable, service, or other work to County that goes beyond the scope of the Work Order and/or exceeds the total maximum amount as specified in the Work Order as originally written, or as modified, these



shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.

- 5.5 County procedures for issuing and executing Work Orders are as set forth in this Paragraph 5 (Work). Work may be issued under competitive or non-competitive conditions to provide as-needed Airplane Maintenance, Engineering and Repair Services under Work Orders to be issued by the Department. Qualified Contractors will be selected to perform services based upon the needs of County, as determined by County in its sole discretion. Among other things, price, availability, turn-around time, "best price/best source," timeliness of completed work based on previous jobs, frequency of past job(s), geographical proximity, and expertise may be factored into the selection.
- 5.6 Upon determination by County to issue a Work Order solicitation, County may issue a Work Order solicitation containing Specifications to all Master Agreement Contractors qualified to perform the work in question. Each interested Qualified Contractor so contacted shall submit a bid to County at the address and within the timeframe specified in the solicitation. Failure of Contractor to provide a bid within the specified timeframe may disqualify Contractor for that particular Work Order solicitation. Notwithstanding the above, the County Project Manager has the sole discretion to issue Work Order(s) to any of the Qualified Contractors pursuant to Subparagraph 5.5 without a Work Order solicitation.
- 5.7 Upon completion of bid evaluations submitted in response to a Work Order solicitation, County shall execute the Work Order, by and through the Department's staff identified in this Master Agreement, with the lowest cost Qualified Contractor unless the Work Order solicitation specifies bid evaluation criteria other than lowest bid. County estimates that the selection of any Contractor shall occur within five (5) Business Days of completion of the evaluations of the particular Work Order bids.
- 5.8 It is understood by Contractor that County's competitive or non-competitive bidding procedure may have the effect that no Work Orders are issued to some Qualified Contractors. Work Orders issued will correspond with the Term of the Master Agreement.
- 5.9 Contractor shall have no claim against County 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 Master Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Master Agreement shall not constitute a waiver of County's right to recover such payment from Contractor.

This provision shall survive the expiration or other termination of this Master Agreement.

## **6. CHANGES ORDERS AND AMENDMENTS**

No representative of either County or Contractor, including those named in this Master Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Master Agreement, except through the procedures set forth in this Paragraph 6 (Change Orders and Amendments).

### **6.1 General**

County reserves the right to change any portion of the Work required under this Master Agreement, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:

- 6.1.1 For any change which does not materially affect the scope of Work, period of performance, amount of payments, or any other term or condition included under this Master Agreement, a Change Order shall be executed by both the County Project Director and Contractor Project Director.
- 6.1.2 The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. County reserves the right to add and/or change such provisions as required by the Board or County's Chief Executive Officer. To implement such changes, an Amendment to the Master Agreement shall be prepared and executed by Sheriff and Contractor.
- 6.1.3 For any change that materially affects the scope of Work, period of performance, amount of payments, or any other term or condition included under this Master Agreement, then an Amendment to this Master Agreement shall be executed by the Board and Contractor.
- 6.1.4 Notwithstanding Subparagraph 6.1.3 above, for (1) any Option Term extension of the Master Agreement beyond the Initial Term, and (2) modifications pursuant to Paragraph 37.0 (Assignment by Contractor) of Exhibit A (Additional Terms and Conditions), an Amendment to this Master Agreement shall be executed by Sheriff and Contractor.

## **7. TERM**

- 7.1 The term of this Master Agreement shall commence upon the execution of the Sheriff and shall terminate on \_\_\_\_\_ [three (3)

years from the date of Board approval], unless terminated earlier in whole or in part, as provided in this Master Agreement (the “Initial Term”).

- 7.2 The Sheriff has the option, at the Sheriff’s discretion and upon notice to Contractor prior to the end of the current period of the Agreement Term, to extend the Term of this Master Agreement for up to two (2) additional one (1) year periods, plus one (1) additional six (6) month period (an “Option Term”) in any increment, for a total Master Agreement term not to exceed five (5) years and six (6) months). Each such extension shall be in the form of a written Amendment pursuant to Subparagraph 6.1.4 above. As used herein, the “Term” shall mean the Initial Term and, if extended, each Option Term, as the case may be.
- 7.3 Contractor shall notify the Department when this Master Agreement 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 the County Project Director at the address herein provided in Subparagraph 3.1.1.

## **8. PRICES AND FEES**

### **8.1 General**

The rates and prices for this Master Agreement payable by County to Contractor for performing all tasks, deliverables, goods, services and any other Work required under this Master Agreement and any fully executed Work Order shall be as set forth on such Work Order, which rates and prices shall not exceed the rates and prices set forth on Exhibit C (Price Sheet). The Exhibit C (Price Sheet) rates and prices are not-to-exceed rates and prices which shall be firm and fixed for the Term of this Master Agreement. Contractor shall not be entitled to any payment by County under this Master Agreement except pursuant to a fully executed and satisfactorily performed Work Order. Contractor shall not be entitled to payment or reimbursement for any tasks, deliverables, goods, services and any other work, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in this Master Agreement and any fully executed Work Order.

### **8.2 Labor**

At no time during the Term of this Master Agreement shall the Maximum Labor Rate per Hour (MLR) for Work performed as a result of this Master Agreement exceed the MLR listed in Exhibit C, Price Sheet.

### **8.3 Parts, Components, Raw Materials**

Pricing for all parts, components, and/or raw materials used to perform Work as a result of this Master Agreement shall not exceed the published industry-standard resale pricing for said parts, components, and/or raw materials by any Original Equipment Manufacturer (OEM), authorized OEM reseller, the United States Navy, or any other source providing such materials to Contractor.

It shall be the responsibility of Contractor to provide to the County Project Manager annually, or upon request, two (2) copies of current year proprietary Price Books (catalogues), or a current year bibliographic listing of price books used by Contractor to set pricing for parts, components, and/or raw materials.

The bibliography is a listing of all manufacturer and/or proprietary Price Books [Original Equipment Manufacturers (OEM), U.S. Navy, parts, distributors and /or vendors authorized by the OEM] used by Contractor to set resale pricing for parts, components and/or raw materials to be used throughout the Term of the Master Agreement.

All Price Books and/or bibliographic listings shall be provided at no cost to County throughout the Term of this Master Agreement.

#### 8.4 Maximum Contract Sum

In each year of this Master Agreement, the total of all amounts actually expended by County hereunder ("maximum annual expenditures"), either expressly or by implication, shall not exceed the sum allocated in that fiscal year's budget. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the "Maximum Contract Sum."

### 9. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

9.1 Notwithstanding any other provision of this Master Agreement, either expressly or by implication, County shall not be obligated for Contractor's performance hereunder or by any provision of this Master Agreement during any of County's future fiscal years unless and until the Board appropriates funds for this Master Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated and such termination shall be deemed a termination for convenience pursuant to Paragraph 6.0 (Termination for Convenience) of Exhibit A (Additional Terms and Conditions). County shall endeavor to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

## 10. INVOICES AND PAYMENTS

For providing the deliverables, services, and other Work authorized pursuant to this Master Agreement, Contractor shall separately invoice County for each Work Order by deliverable. Payments for all Work shall be on a fixed-price/not-to-exceed-cost per deliverable basis, subject to the total maximum amount specified in each Work Order plus freight charges, less any amounts assessed in accordance with Paragraph 11 (Liquidated Damages).

### 10.1 Approval of Invoices

All invoices submitted by Contractor for payment must have the written approval of the County Project Director, as evidenced by the County Project Director's countersignature, prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval.

### 10.2 Detail. Each invoice submitted by Contractor shall include:

10.2.1 A complete description of the tasks, deliverables, goods, services, other Work as described in Exhibit B (Statement of Work) and detailed in the original or properly amended Work Order for which payment is claimed and the amount of payment thereof.

### 10.2.2. Additional Information. Each Invoice shall also include the following:

- County's Work Order number and Contractor's Master Agreement number;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the Work;
- The number of labor hours used to complete the job;
- An itemized list of all parts, components, and/or raw materials used to complete the job together with manufacturer's part numbers;
- The itemized pricing for each part, component, and/or volume of raw materials used to complete the job;
- The number labor hours used to complete the Work;
- The Labor Rate Per Hour applicable to the Work Order;
- The total amount of the invoice.

### 10.3 Submission of Invoices

Contractor shall submit an original and one (1) copy of each invoice as follows:

Original to: Los Angeles County Sheriff's Department  
Aero Bureau  
3235 North Lakewood Boulevard

Long Beach, California 90808  
Attention: Chief of Helicopter Maintenance

Copy to: Los Angeles County Sheriff's Department  
Accounts Payable Section – Contracts Billing  
4700 Ramona Blvd., Room 326  
Monterey Park, CA 91754

Contractor shall submit monthly invoice by the tenth (10<sup>th</sup>) calendar day of each month following the month in which services were rendered.

10.4 No Out-of-Pocket Expenses.

Contractor acknowledges that out-of-pocket expenses, including travel, meal, and lodging expenses, are not reimbursable by County. Accordingly, Contractor's invoices shall not include out-of-pocket expenses.

10.5 Contractor Responsibility

Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor.

10.6 County's Right to Withhold

In addition to any rights of County provided in this Master Agreement, or at law or in equity, County may, upon notice to Contractor, withhold payment for any Work while Contractor is in default hereunder, or at any time that Contractor has not provided County approved Work.

**11. LIQUIDATED DAMAGES**

11.1 If, in the judgment of the County Project Director, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Project Director, at such person's option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire payment or deduct pro rata from Contractor's invoice for Work not performed. Information regarding the Work not performed and the amount to be withheld or deducted from payments to the Contractor from County will be forwarded to Contractor by the County Project Director in a written notice describing the reasons for said action.

11.2 If the County Project Director determines that there are deficiencies in the performance of this Master Agreement that are correctable over a certain time span, the County Project Director will provide a written notice to Contractor to

correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the County Project Director may:

11.2.1 Deduct from Contractor's payment, pro rata, those applicable portions; and/or

11.2.2 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 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 Two Hundred dollars (\$200) per day per infraction and that Contractor shall be liable to County for liquidated damages in the said amount. Said amount shall be deducted from County's payment to Contractor; and/or

11.2.3 Upon giving five (5) days notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by County for completion of the Work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from County, as determined by County.

11.3 The action noted in Subparagraph 11.2 shall not be construed as a penalty, but as an adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete Work or comply with the provisions of this Master Agreement.

11.4 This Subparagraph shall not, in any manner, restrict or limit County's right to damages for any breach of this Master Agreement provided by law, and shall not, in any manner, restrict or limit County's right to terminate the Master Agreement as agreed to herein.

## **12. NOTICES**

All notices or demands required or permitted to be given or made under this Master Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (a) by hand with signed receipt; (b) by first-class registered or certified mail, postage prepaid; (c) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid; or (d) by overnight commercial carrier, with signed receipt. Notice is deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier delivery. Addresses may be changed by either party

giving ten (10) days prior notice in accordance with the procedures set forth above, to the other party.

To County: (1) Los Angeles County Sheriff's Department  
Aero Bureau  
3235 North Lakewood Boulevard  
Long Beach, California 90808  
Attention: Captain  
Facsimile: (562) 420-3197

with a copy to:

(2) Los Angeles County Sheriff's Department  
Assistant Director, Contracts  
4700 Ramona Boulevard, Room 214  
Monterey Park, CA 91754-2169  
Attention: Assistant Director, Contracts  
Facsimile: (323) 415-1047

To Contractor: [\_\_\_\_\_] ]  
Attention: [\_\_\_\_\_] ]  
Facsimile: [\_\_\_\_\_] ]

The County Project Director shall have the authority to issue all notices or demands, which are required or permitted by County under this Master Agreement.

**13. ARM'S LENGTH NEGOTIATIONS**

This Master Agreement is the product of an arm's length negotiation between Contractor and County. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing. Accordingly, this Master Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.

**14. NO GUARANTY OF WORK**

This Master Agreement is intended to provide County with Airplane Maintenance, Engineering and Repair Services on an "as-needed" basis. As such, County does not promise, guaranty, or warrant that it will utilize any particular level of Contractor services, or any services at all, during the Term of this Master Agreement. The determination as to the need for such services shall rest solely within the discretion of County.



**15. SURVIVAL**

The following Paragraphs of this Master Agreement shall survive its expiration or termination for any reason: 1. (Master Agreement and Interpretation), 2. (Definitions), 8. (Prices and Fees), 10. (Invoices and Payments), 12. (Notices), 13. (Arm's Length Negotiations), 15. (Survival), and all the terms and conditions set forth in Exhibit A (Additional Terms and Conditions).

**MASTER AGREEMENT  
FOR  
FOR AIRPLANE MAINTENANCE, ENGINEERING AND REPAIR SERVICES  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
[ ]**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Master Agreement to be executed on its behalf by the Sheriff of Los Angeles County, and Contractor has caused this Master Agreement to be duly executed on its behalf by its authorized officer.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Leroy D. Baca, Sheriff

Date \_\_\_\_\_

[CONTRACTOR]

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
ANDREA SHERIDAN ORDIN  
County Counsel

By \_\_\_\_\_  
Deputy County Counsel

**EXHIBIT A**

**ADDITIONAL TERMS AND CONDITIONS**

**AIRPLANE MAINTENANCE, ENGINEERING  
AND REPAIR SERVICES**

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## EXHIBIT A

### ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to, and form a part of, the Master Agreement. Capitalized terms not otherwise defined in this Exhibit A (Additional Terms and Conditions) as used herein (this "Exhibit") have the meanings given to such terms in the base document of the Master Agreement.

#### **1.0 SUBCONTRACTING**

##### 1.1 General

County has relied, in entering into the Master Agreement, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of the Master Agreement, or any portion thereof, shall be subcontracted by Contractor except in accordance with the procedures set forth in this Paragraph 1.0 (Subcontracting). Any attempt by Contractor to subcontract any performance, obligation, or responsibility under the Master Agreement, except in accordance with the procedures set forth in this Paragraph 1.0 (Subcontracting) shall be null and void and shall constitute a material breach of the Master Agreement, upon which County may immediately terminate the Master Agreement.

##### 1.2 Procedure for Subcontracting

If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under the Master Agreement to any subcontractor, Contractor shall adhere to the following procedures.

- 1.2.1 Contractor shall notify the County Project Director of its desire to subcontract a portion of the Work, which notice shall include the reason for the proposed subcontract, and a description of the Work to be performed under the proposed subcontract.
- 1.2.2 The identity of such subcontractor and why such subcontractor was selected.
- 1.2.3 A certificate of insurance from the proposed subcontractor which establishes that the subcontractor maintains all the programs of insurance required by the Master Agreement.
- 1.2.4 If the proposed Work is to be performed by a subcontractor, then in addition to the foregoing, Contractor shall provide:



- i. A draft copy of the proposed subcontract. The material provisions of any approved subcontract between Contractor and a third party may be changed or amended, as applicable, only with the prior written approval of the County Project Director, which approval shall not be unreasonably withheld; and
- ii. Any other information and/or certifications reasonably requested by County.

The County Project Director will review Contractor's request to subcontract and determine, in his discretion, whether or not to consent to such request on an individual basis. Without limiting in any way County's prior approval rights, Contractor shall deliver to the County Project Director a fully executed copy of each subcontract entered into by Contractor pursuant to this Subparagraph 1.2.4, on or immediately after the effective date of the subcontract but in no event later than the date any Work is performed under the subcontract.

- 1.2.5 Contractor shall obtain an executed Contractor Non-Employee Acknowledgment and Confidentiality (see Exhibit F2, Contractor Non-Employee Acknowledgment and Confidentiality Agreement)) for each of subcontractor's employees performing Work under the subcontract. Such agreements shall be delivered to the County Project Director on or immediately after the effective date of the particular subcontract but in no event later than the date any such employee commences performing Work under the subcontract.

### 1.3 Contractor Responsibilities

- 1.3.1 Notwithstanding any County consent to any subcontracting, Contractor shall remain responsible for any and all performance required of it under the Master Agreement, including the obligation properly to supervise, coordinate, and perform, all Work required hereunder, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities, to County.
- 1.3.2 In the event that County consents to any subcontracting, such consent shall be subject to County's right to reject any and all subcontractor personnel providing services under such subcontract.
- 1.3.3 In the event that County consents to any subcontracting, Contractor shall cause the subcontractor, on behalf of itself, its successors and administrators, to assume and be bound by and shall be deemed to

have assumed and agreed to be bound by each and all of the provisions of the Master Agreement and any executed Change Order or Amendment hereto as it relates to or affects the Work performed by subcontractor hereunder.

- 1.3.4 Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.

## **2.0 DISPUTE RESOLUTION PROCEDURE**

### **2.1 General**

Contractor and County agree to act immediately to resolve mutually any disputes that may arise with respect to the Master Agreement. All such disputes shall be subject to the provisions of this Paragraph 2.0 (Dispute Resolution Procedure) (such provisions are collectively referred to as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.

### **2.2 Continued Work**

Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, other than payment by County for approved Work, which the parties mutually determine should be delayed as a result of such dispute.

- 2.2.1 If Contractor fails to continue without delay its performance hereunder that County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by the County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.

- 2.2.2 If County fails to continue without delay to perform its responsibilities under the Master Agreement which County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make

no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

### 2.3 Dispute Resolution Procedures

Unless otherwise specified in the Master Agreement, in the event of any dispute between the parties with respect to the Master Agreement, Contractor and County shall submit the matter as follows:

- 2.3.1 Contractor and County shall first submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 2.3.2 If the Project Managers are unable to resolve the dispute within a reasonable time, not to exceed five (5) Business Days from the date of submission of the dispute, then the matter immediately shall be submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 2.3.3 If the Project Directors are unable to resolve the dispute within a reasonable time not to exceed five (5) Business Days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's president or chief operating officer and the Sheriff. These persons shall have five (5) Business Days to attempt to resolve the dispute.
- 2.3.4 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under the Master Agreement and its rights and remedies as provided by law.

### 2.4 Documentation of Dispute Resolution Procedures

All disputes utilizing the Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in Subparagraph 2.3 (Dispute Resolution Procedure), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

### 2.5 Not Applicable to County's Right to Terminate

Notwithstanding any other provision of the Master Agreement, County's right to terminate the Master Agreement pursuant to Paragraph 4.0 (Termination for Insolvency), Paragraph 5.0 (Termination for Default), Paragraph 6.0 (Termination for Convenience), or Paragraph 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, or any other termination provision under this Master Agreement, shall not be subject to the Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

### **3.0 CONFIDENTIALITY**

#### **3.1 General**

3.1.1 Contractor shall maintain the confidentiality of all records and information, events or circumstances which occur during the course of Contractor's performance under the Master Agreement, in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, policies and procedures, and directives relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

3.1.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 3.0, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 3.0 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. 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 determined by County in its sole judgment, County 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 County 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 County without County's prior written approval.

3.1.3 Contractor shall inform all of its directors, officers, shareholders, employees, and agents providing services hereunder of the confidentiality provisions of this Master Agreement. Contractor shall provide to County an executed Contractor's Employee Acknowledgment and Confidentiality Agreement (Exhibit F1 to the Master Agreement) for each of its employees performing Work under the Master Agreement and an executed Contractor Non-Employee Acknowledgment and Confidentiality Agreement (Exhibit F2 to the Master Agreement) for each non-employee performing Work under the Master Agreement. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person, or entity to which Contractor discloses such confidential information.

### 3.2 Disclosure of Information

3.2.1 With respect to any confidential information obtained by Contractor pursuant to the Master Agreement, Contractor shall: (a) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Master Agreement; (b) promptly transmit to County all requests for disclosure of any such records or information; (c) not disclose, except as otherwise specifically permitted by the Master Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Master Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.

3.2.2 Without limiting the generality of Subparagraph 3.2.1 of this Exhibit, in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify the County Project Director. Thereafter, Contractor shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

### 3.3 Contractor Information

Any and all confidential or proprietary information which is developed or was originally acquired by Contractor outside the scope of this Master Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as “proprietary” or “confidential.” County shall undertake reasonably to maintain the confidentiality of materials marked by Contractor as “proprietary” or “confidential.” Notwithstanding any other provision of this Master Agreement, County shall not be obligated in any way under this Master Agreement for:

- 3.3.1 Any of Contractor’s proprietary and/or confidential materials not plainly and prominently marked with restrictive legends;
- 3.3.2 Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and
- 3.3.3 Any materials indicating the volume, frequency and type of goods and services provided by Contractor, including, but not limited to use under Paragraph 24.0 (Resolicitation of Bids, Proposals, or Information).

3.4 Use of County Name

In recognizing Contractor’s need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under the Master Agreement within the following conditions:

- 3.4.1 Contractor shall develop all publicity material in a professional manner.
- 3.4.2 During the Term, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the County Project Director, which shall not be unreasonably withheld or delayed.
- 3.4.3 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded the Master Agreement with County, provided that the requirements of this Subparagraph 3.4 (Use of County Name) (other than the requirements set forth in Subparagraph 3.4.2) shall apply.
- 3.4.4 Notwithstanding anything herein to the contrary, County reserves the right to object to any use of County’s name and Contractor shall cure

promptly and prospectively any use of County's name that has been objected to by County.

### 3.5 Injunctive Relief

Contractor acknowledges that a breach by Contractor of this Paragraph 3.0 (Confidentiality) may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County's other rights under the Master Agreement and at law and in equity, County shall have the right to injunctive relief to enforce the provisions of this Paragraph 3.0 (Confidentiality).

## 4.0 TERMINATION FOR INSOLVENCY

4.1 County may terminate the Master Agreement immediately at any time following the occurrence of any of the following:

4.1.1 Contractor has ceased to pay or has admitted in writing its inability 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 United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay debts that Contractor disputes in good faith;

4.1.2 The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within sixty (60) days) regarding Contractor under the United States Bankruptcy Code;

4.1.3 The appointment of a receiver or trustee for Contractor; or

4.1.4 The execution by Contractor of a general assignment for the benefit of creditors other than in the course of arranging financial lines of credit.

4.2 The rights and remedies of County provided in this Paragraph 4.0 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Master Agreement.

4.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects the Master Agreement, County may elect to retain its rights under the Master Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 U.S.C. Section 365(n)). Upon written request by County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under the

Master Agreement. The foregoing shall survive the termination or expiration of the Master Agreement for any reason whatsoever.

## **5.0 TERMINATION FOR DEFAULT**

- 5.1 County may, by written notice to Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County's Project Director:
- Contractor has materially breached this Master Agreement; or
  - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement; or
  - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 5.2 In the event that County terminates this Master Agreement in whole or in part as provided in Subparagraph 5.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this Subparagraph.
- 5.3 If, after County has given notice of termination under the provisions of this Paragraph 5.0, it is determined by County that Contractor was not in default under the provisions of this Paragraph 5.0, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 6.0 (Termination for Convenience).
- 5.4 The rights and remedies of County provided in this Paragraph 5.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

## **6.0 TERMINATION FOR CONVENIENCE**

### **6.1 Termination for Convenience**

The Master Agreement may be terminated, in whole or in part from time to time, by County in its sole discretion for any reason. Termination of Work hereunder



shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after notice.

**6.2 No Prejudice; Sole Remedy**

Nothing in this Paragraph 6.0 (Termination for Convenience) is deemed to prejudice any right of Contractor to make a claim against the County in accordance with this Master Agreement and applicable law and County procedures for payment for Work through the effective date of termination. Contractor, however, acknowledges that the rights and remedies set forth in this Subparagraph 6.2 shall be the only remedy available to Contractor in the event of a termination or suspension pursuant to this Paragraph 6.0 (Termination for Convenience) by County.

**7.0 TERMINATION FOR IMPROPER CONSIDERATION**

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

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

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

**8.0 EFFECT OF TERMINATION**

**8.1 Remedies**

In the event that County terminates the Master Agreement in whole or in part as provided in Paragraph 4.0 (Termination for Insolvency), Paragraph 5.0 (Termination for Default), Paragraph 6.0 (Termination for Convenience),

Paragraph 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, then:

- 8.1.1 Contractor shall (a) stop performing Work under the Master Agreement on the date and to the extent specified in such notice, (b) promptly transfer and deliver to County copies of all completed Work and Work that is in process, in a media reasonably requested by County, (c) promptly transfer and deliver all items previously paid for by County, and (d) complete performance of such part of the Work as shall not have been terminated by such notice;
- 8.1.2 Unless County has terminated the Master Agreement pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit, County shall have the right to procure, upon such terms and in such a manner as County may determine appropriate, goods, services, and other Work, similar and competitive to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs reasonably incurred by County, as determined by County, to procure and furnish such similar goods, services, and other Work;
- 8.1.3 Contractor shall promptly return to County any and all of County's confidential information that relates to that portion of the Master Agreement or Work terminated by County;
- 8.1.4 Contractor shall tender promptly payment to County, and shall continue to tender payment for the duration of any liquidated damages levied pursuant to Paragraph 11.0 (Liquidated Damages), of the body of the Master Agreement, to the extent applicable; and
- 8.1.5 Contractor and County shall continue the performance of the Master Agreement to the extent not otherwise terminated.

## 8.2 Transition Services

Contractor agrees that in the event of any termination of the Master Agreement, as a result of the breach hereof by either party, or for any other reason, including expiration, Contractor shall fully cooperate with County in the transition by County to a new contractor, toward the end that there be no interruption of the County's day to day operations due to the unavailability of the Work during such transition. Contractor agrees that if County terminates the Master Agreement pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit or Subparagraph 5.3 of this Exhibit, Contractor shall perform transition services, and shall invoice County for such transition services determined in accordance

with the rates specified in Master Agreement, Paragraph 8, Prices and Fees and the agreed upon maximum amount in accordance with a transition plan to be agreed upon, in advance, by the County Project Director and the Contractor Project Manager. Contractor further agrees that in the event that County terminates the Master Agreement for any other breach by Contractor, Contractor shall perform transition services at no cost to County. In connection with the provision of any transition services pursuant to this Subparagraph 8.2 (Transition Services), Contractor shall provide to the County Project Director, upon request by the County Project Director, documentation that reasonably details the source and amount of the expenses Contractor purports to have incurred in the provision of such transition services.

### 8.3 Remedies Not Exclusive

The rights and remedies of County set forth in this Paragraph 8.0 (Effect of Termination) are not exclusive of any other rights and remedies available to County at law or in equity, or under the Master Agreement.

## 9.0 WARRANTY AGAINST CONTINGENT FEES

- 9.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Master Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
- 9.2 For breach of this warranty, County shall have the right to terminate the Master Agreement and, in its discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## 10.0 AUTHORIZATION WARRANTY

Contractor and the person executing the Master Agreement on behalf of Contractor hereby represent and warrant that the person executing the Master Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of the Master Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

## 11.0 FURTHER WARRANTIES

In addition to the warranties elsewhere in this Master Agreement, Contractor represents, warrants and further covenants and agrees to the following:

- 11.1 Contractor bears the full risk of loss due to total or partial destruction of all or any part any goods acquired from Contractor, as applicable, until acceptance by the County.
- 11.2 At the time of delivery to and acceptance by County, all goods shall be new, in good working order, in conformity with manufacturer's published specifications and descriptions, and free from defects in workmanship and materials, as determined by County.
- 11.3 Contractor shall, in the performance of all Work, strictly comply with the descriptions and representations (including performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements) as set forth in this Master Agreement, including the Statement of Work.
- 11.4 All Work shall be performed in a timely and professional manner by qualified personnel.
- 11.5 Contractor and each of its personnel performing Work hereunder have all permits, licenses, and certifications necessary to perform Contractor's obligations under the Master Agreement.

## **12.0 INDEMNIFICATION AND INSURANCE**

### **12.1 Indemnification**

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, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Master Agreement.

### **12.2 General Provisions for All Insurance Coverage**

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Subparagraphs 12.2 and 12.3 of this Master Agreement. 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 Master Agreement. The County in no way warrants

that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Master Agreement.

#### 12.2.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Master Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County 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 Master Agreement 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 Master Agreement. 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 County required endorsement forms.
- Neither the County's failure to obtain, nor the County'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:

Los Angeles County Sheriff's Department  
4700 Ramona Boulevard, Room 214  
Monterey Park, California 91754  
Attention: Contract Compliance Manager

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

#### **12.2.2 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 County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **12.2.3 Cancellation of or Changes in Insurance**

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Master Agreement, in the sole direction of the County, upon which the County may suspend or terminate this Master Agreement.

#### **12.2.4 Failure to Maintain Insurance**

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

the Master Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Master Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

**12.2.5 Insurer Financial Ratings**

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

**12.2.6 Contractor's Insurance Shall Be Primary**

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

**12.2.7 Waivers of Subrogation**

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

**12.2.8 Subcontractor Insurance Coverage Requirements**

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

**12.2.9 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, 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.

#### **12.2.10 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 Master Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Master Agreement expiration, termination or cancellation.

#### **12.2.11 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.

#### **12.2.12 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.

#### **12.2.13 Alternative Risk Financing Programs**

The County 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 County and its Agents shall be designated as an Additional Covered Party under any approved program.

#### **12.2.14 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.

### **12.3 INSURANCE COVERAGE**



12.3.1 **General/Aviation Liability:** The type and amount of general or aviation liability coverage will depend on whether the Contractor is providing maintenance, engineering, and/or repair services that are “critical” (Type 1 or Type 3) or “non-critical” (Type 2) to the safe operations and flight of the aircraft listed in Exhibit B, Statement of Work.

Sub-Paragraph 12.3.1(a) is the requirement for Contractors providing maintenance, engineering, and/or repair services that are defined as critical (Type 1 Coverage) to the safe operations and flight of the aircraft;

Sub-Paragraph 12.3.1(b) is the requirement for Contractors providing non-critical (Type 2 Coverage) services as identified in Exhibit B, Statement of Work.

Sub-paragraph 12.3.1(c) is the requirement for Contractors providing critical Completion Services (Type 3 Coverage) as identified in Exhibit B, Statement of Work.

If at any time, Contractor is qualified to perform both critical and non-critical services (Type 1 or Type 3 and Type 2) as defined in Exhibit B, Statement of Work, Contractor shall carry and maintain the maximum liability coverages defined below in Sub-Paragraph 12.3.1 (a), and (c), throughout the Term of this Master Agreement.

(a) TYPE 1 COVERAGE (Critical Component Services) - Aviation Comprehensive General Liability insurance with limits of not less than the following and include a severability-of-interest clause providing that such policy shall operate in the same manner as if there were a separate policy covering each insured:

Premises/Contractual Liability	\$10 million
Products/Completed Operations:	\$10 million
Personal/Advertising Injury:	\$10 million
Hangarkeepers Liability:	\$ 5 million/aircraft

If written with an annual aggregate limit, the aviation policy limit should be three times the above-required occurrence limit.

(b) TYPE 2 COVERAGE (Non-Critical Component Services) – Aviation Comprehensive General Liability insurance with limits of not less than the following and include a severability-of-interest clause providing that such policy shall operate in the same manner as if there were a separate policy covering each insured:

Premises/Contractual Liability	\$ 5 million
Products/Completed Operations:	\$ 5 million
Personal/Advertising Injury:	\$ 5 million
Hangarkeepers Liability:	\$ 5 million/aircraft

If written with an annual aggregate limit, the aviation policy limit should be three times the above-required occurrence limit.

(c) TYPE 3 COVERAGE (Completion Services) - Aviation Comprehensive General Liability insurance with limits of not less than the following and include a severability-of-interest clause providing that such policy shall operate in the same manner as if there were a separate policy covering each insured:

Premises/Contractual Liability	\$10 million
Products/Completed Operations:	\$10 million
Personal/Advertising Injury:	\$10 million
Hangarkeepers Liability:	\$ 5 million/aircraft

If written with an annual aggregate limit, the aviation policy limit should be three times the above-required occurrence limit.

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

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

12.3.4 **Commercial General Liability (All Service Types)** will be required if repair or service operations will not occur at airport facilities and/or is not eligible for coverage under an Aviation Comprehensive General Liability insurance policy. This insurance should be written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

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

If the above coverages are written on a claim form, Contractor shall be required to provide an extended two-year reporting period commencing upon termination or cancellation of this Master Agreement.

### **13.0 INTELLECTUAL PROPERTY INDEMNIFICATION**

13.1 **Indemnification Obligation.** Contractor shall indemnify, hold harmless and defend County Indemnitees from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees and attorney's 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, arising from or related to the Software or other tasks, deliverables, goods, Services or other work licensed or acquired hereunder or the operation and utilization of Contractor's work under this Agreement (collectively in this Paragraph 13.0 [Intellectual Property Indemnification] "Infringement Claim(s)"). Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 13.0 (Intellectual Property Indemnification) 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 Agreement, County shall be entitled to reimbursement for all such costs and expenses.

13.2 **Procedures.** County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. Upon such notice, Contractor shall, at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the Software or other tasks, deliverables, goods, Services or other work licensed or acquired hereunder, or part(s) or component(s) thereof, to the same extent of County's license or ownership rights under this Agreement; or (ii) to the extent Contractor is unable to procure such right, replace or modify the Software or other tasks, deliverables, goods, Services or other work licensed or acquired hereunder, or part(s) or component(s) thereof, with another software or product of Services, or part(s) or component(s) thereof, of at least equivalent quality and performance capabilities, in County's determination, until it is determined by County that the Software or other tasks, deliverables, goods, Services or other work licensed or acquired hereunder and all parts and components become non-infringing, non-misappropriating and non-disclosing.

13.3 **Remedial Acts.** If Contractor fails to complete the remedial measures in Subparagraph 13.2 above within forty-five (45) days of the date 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 Software or damages or other costs or expenses (in this Subparagraph 13.3, "County's Remedial Acts"). Contractor shall indemnify County under Subparagraph 12.1 (Indemnification) 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 (10) 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 Agreement up to the total of the amounts paid in connection with County's Remedial Acts.

#### 14.0 **BUDGET REDUCTIONS**

In the event that the Board 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 County contracts, County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year during the term of this Master Agreement (including any extensions), and the services to be provided by Contractor under this Master Agreement shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentences, Contractor shall continue to provide all of the services set forth in this Master Agreement.

## **15.0 FORCE MAJEURE**

Except with respect to defaults of any subcontractors, Contractor shall not be liable for any such excess costs, if its failure to perform the Master Agreement arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by Contractor or any of Contractor's subcontractors), freight embargoes, or other similar acts 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 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 Contractor and subcontractor, and without any fault or negligence of either of them, 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 Contractor to meet the required performance schedule. Contractor agrees to use commercially reasonable best efforts to obtain such goods or services from other sources, and to mitigate the damages and reduce the delay caused by any of the above mentioned *force majeure* events. As used in this Paragraph 15.0 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

## **16.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

- 16.1 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 Master Agreement. It is the County's policy to conduct business only with responsible Contractors.
- 16.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, County may, in addition to other remedies provided in the Master Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.
- 16.3 County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (a) violated a term of a contract, including this Master Agreement, with County or a nonprofit corporation created by County, (b) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (c) committed an act or

offense which indicated a lack of business integrity or business honesty, or (d) made or submitted a false claim against County or any other public entity.

- 16.4 If there is evidence that Contractor may be subject to debarment, the Sheriff's Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 16.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or 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 Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Sheriff's Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- 16.6 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. The Board shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 16.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that 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 County.
- 16.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided

by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

16.9 These terms shall also apply to subcontractors of County Contractors.

16.10 A listing of Contractors that are currently on the Debarment List for Los Angeles County may be found at the following website:

[http://lacounty.info/doing\\_business/DebarmentList.htm](http://lacounty.info/doing_business/DebarmentList.htm)

## **17.0 COMPLIANCE WITH APPLICABLE LAW**

17.1 In the performance of this Master Agreement, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, directives, policies and procedures, including but not limited to applicable Federal Aviation Regulations, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference. Unless provided otherwise under this Master Agreement, Contractor shall have up to fifteen (15) days to correct any noncompliance with County rules, regulations, ordinances, guidelines, policies and procedures, and directives following notice from County including written copies of such applicable rules, regulations, ordinances, guidelines, policies and procedures, and directives.

17.2 Contractor shall indemnify, defend, and hold harmless County, 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 County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 17.0 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. 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 determined by County in its sole judgment, County 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 County 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 County without County's prior written approval.

## **18.0 FAIR LABOR STANDARDS**

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees and agents from any and all liability, including damages, losses, wages, overtime pay, liquidated damages, penalties, court costs, fees and other expenses (including attorneys' fees) arising under any wage and hour law, including the Federal Fair Labor Standards Act for Work performed by Contractor's employees.

## **19.0 NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES**

Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical disability (including HIV and AIDS), mental disability, medical condition, and marital status, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 19.1 Contractor shall certify to, and comply with, the provisions of Contractor's EEO certification, attached hereto as Exhibit E, Contractor's EEO Certification.
- 19.2 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, or 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.
- 19.3 Contractor certifies and agrees that it will deal with its bidders, or vendors as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.
- 19.4 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable Federal and State laws and regulations, including:



19.4.1 Title VII, Civil Rights Act of 1964;

19.4.2 Section 504, Rehabilitation Act of 1973;

19.4.3 Age Discrimination Act of 1975;

19.4.4 Title IX, Education Amendments of 1973, as applicable;

19.4.5 Title 43, part 17, Code of Federal Regulations, subparts a & b; and

19.4.6 Fair Employment and Housing Act (California Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.)

And that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical disability (including HIV and AIDS), mental disability, medical condition, or marital status, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Master Agreement, or under any project, program, or activity supported by the Master Agreement.

19.5 Contractor shall, during regular business hours, allow County and State of California representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 19.0 (Nondiscrimination, Affirmative Action, and Assurances) when so requested by County; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this Paragraph 19.0 (Nondiscrimination, Affirmative Action, and Assurances) have been violated, such violation shall, at the election of County, constitute a material breach of the Master Agreement upon which County may immediately terminate the Master Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of the Master Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations such determination shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of the Master Agreement. All determinations of violations made pursuant to this Subparagraph 19.5 shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to the Dispute Resolution Procedures.

19.6 The parties agree that if Contractor violates the anti-discrimination provisions of the Master Agreement, County shall, at its 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 the Master Agreement.

## **20.0 NONDISCRIMINATION IN SERVICES**

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, physical disability (including HIV and AIDS), mental disability, medical condition, or marital status, in accordance with all applicable requirements of Federal and State law. For the purpose of this Paragraph 20.0 (Nondiscrimination in Services), discrimination in the provision of services may include the following: (a) denying any person any service or benefit or the availability of the facility, (b) providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others, (c) subjecting any person to segregation or separate treatment in any manner related to the receipt of any service, (d) restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit, and (e) treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

## **21.0 EMPLOYMENT ELIGIBILITY VERIFICATION**

21.1 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 the Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for the period prescribed by law.

21.2 Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents pursuant to Subparagraph 12.1 (Indemnification) of this Exhibit from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County 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 hereunder.

## **22.0 HIRING OF EMPLOYEES**

Contractor and County agree that, during the Term and for a period of one (1) year thereafter, except with the prior written consent of the other party, neither party shall in any way intentionally induce or solicit any Project Director, Project Manager or other employee, of one party to become an employee or agent of the other party. Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform Work described in the Master Agreement, in the event that: (a) County has the right to terminate the Master Agreement pursuant to Paragraph 4.0 (Termination for Insolvency) of this Exhibit, (b) the Master Agreement is terminated by County due to Contractor's default pursuant to Paragraph 5.0 (Termination for Default) of this Exhibit, (c) without resolution acceptable to both parties, Contractor and County have followed the Dispute Resolution Procedures, or (d) Contractor either announces the withdrawal of support of, or otherwise no longer provides services County deems essential to, the ongoing support of the Work as applicable.

## **23.0 CONFLICT OF INTEREST**

23.1 No County employee whose position with County enables such employee to influence the award of the Master Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in the Master Agreement. No officer or employee of Contractor, who may financially benefit from the performance of Work hereunder, shall in any way participate in County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.

23.2 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 Master Agreement. Contractor warrants that it is not now aware of any facts that do or could create a conflict of interest. If 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 County. 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 Paragraph 23.0 (Conflict of Interest) shall be a material breach of this Master Agreement.

## **24.0 RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION**

24.1 Contractor acknowledges that, prior to the expiration or earlier termination of the Master Agreement, County, in its discretion, may exercise its right to invite bids,

request information, or request proposals for the continued provision of the goods and services delivered or contemplated under the Master Agreement. County shall make the determination to re-solicit bids, request information, or request proposals in accordance with applicable County policies.

24.2 Contractor acknowledges that County, in its discretion, may enter into a contract for the future provision of goods and services, based upon the bids, information, or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids, request for information, or request for proposals by virtue of its present status as Contractor.

**25.0 TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE**

Contractor and each County Lobbyist or County Lobbying Firm as defined in Los Angeles County Code Section 2.160.010 retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying Firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of the Master Agreement upon which County may immediately terminate or suspend the Master Agreement.

**26.0 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

Should Contractor require additional or replacement personnel after the Effective Date of this Master Agreement, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (in this Paragraph, "GAIN") or General Relief Opportunity for Work (in this Paragraph, "GROW") programs who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first opportunity.

**27.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE**

Subject to all applicable laws and regulations, Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might reasonably, or have been observed to, impair such person's physical or mental performance.

**28.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST**

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Exhibit or the Master Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's employees or suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely. Failure to comply with this requirement shall be considered a material breach of this Master Agreement by Contractor, for which County may immediately terminate this Master Agreement.

**29.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT**

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

29.2 The CSSD will maintain and periodically update the "L.A.'s Most Wanted: Delinquent Parents" list on the Internet. The list may be televised before and after Board meetings.

**30.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

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

30.2 As required by County's Child Support Compliance Program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the Master Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term of this Master Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or County's CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal

Support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).

- 30.3 Failure of Contractor to maintain compliance with the requirements set forth in this Paragraph 30.0 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within ninety (90) days of written notice shall be grounds upon which County may terminate this Master Agreement pursuant to Paragraph 5.0 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

### **31.0 RECYCLED-CONTENT PAPER**

Consistent with the Board's policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in Contractor's provision of Work pursuant to the Master Agreement.

### **32.0 COMPLIANCE WITH JURY SERVICE PROGRAM**

#### **32.1 Jury Service Program**

This Master Agreement is subject to the provisions of 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 Master Agreement.

#### **32.2 Written Employee Jury Service Policy**

- 32.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employees' regular pay the fees received for jury service.

32.2.2 For purposes of this Paragraph 32.0 (Compliance with Jury Service Program), “Contractor” means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County 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: (a) the lesser number is a recognized industry standard as determined by County, or (b) 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 County under the Master Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 32.0 (Compliance with Jury Service Program). The provisions of this Paragraph 32.0 (Compliance with Jury Service Program) shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

32.2.3 If Contractor is not required to comply with the Jury Service Program when the Master Agreement 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 County 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. County may also require, at any time during the Term and at its sole discretion, that Contractor demonstrate to County’s satisfaction that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” or that Contractor continues to qualify for an exception to the Jury Service Program.

32.2.4 Contractor’s violation of this Paragraph 32.0 (Compliance with Jury Service Program) of this Exhibit may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

### **33.0 BACKGROUND AND SECURITY INVESTIGATIONS**

- 33.1 At any time prior to or during the Term of this Master Agreement, all Contractor staff and agents of Contractor (collectively herein "Contractor's staff") performing services under this Master Agreement shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Master Agreement. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 33.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under this Master Agreement at any time during the term of this Master Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through County's background investigation.
- 33.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of County or whose background or conduct is incompatible with County facility access.
- 33.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 33.0 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

#### **34.0 ACCESS TO COUNTY FACILITIES**

Contractor, its employees, and agents will be granted access to County facilities, subject to Contractor's prior notification to and approval by the County Project Director, for the purpose of executing Contractor's obligations hereunder. Contractor shall have no tenancy, or any other property or other rights in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by the County Project Director.

#### **35.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS**

- 35.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made promptly after Contractor has become aware of such damage, but in no event later than thirty (30) calendar days after the occurrence.



35.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand, or without limitation of all County's other rights and remedies provided at law or equity, or under the Master Agreement, County may deduct such costs from any amounts due to Contractor from County under the Master Agreement.

### **36.0 FEDERAL EARNED INCOME TAX CREDIT**

Contractor shall notify its employees that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015. Copies of the Notice can be obtained by calling 1-800-829-3676 or from the IRS website at [www.irs.gov](http://www.irs.gov).

### **37.0 ASSIGNMENT BY CONTRACTOR**

37.1 Contractor shall not assign its rights or delegate its duties under the Master Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph 37.1, County consent shall require a written amendment to the Master Agreement, which is formally approved and executed by the parties, and which may be executed by the Sheriff, on behalf of the County with the written concurrence of County Counsel. Any payments by County to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at County's discretion, against claims which Contractor may have against County.

37.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person, corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Master Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with Subparagraph 37.1 of this Exhibit.

37.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Master Agreement which may result in the termination of the Master Agreement. In the event of such termination, County shall be entitled

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

### **38.0 INDEPENDENT CONTRACTOR STATUS**

- 38.1 The Master Agreement is by and between County and 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 County and 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. Contractor shall function as, and in all respects is, an independent Contractor.
- 38.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to this Master Agreement all compensation and benefits. County 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 Contractor.
- 38.3 Contractor understands and agrees that all persons performing Work pursuant to the Master Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. County shall have no obligation to furnish, or liability for, 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 Contractor pursuant to the Master Agreement.
- 38.4 Contractor shall adhere to the provisions stated in Paragraph 3.0 (Confidentiality).

### **39.0 RECORDS AND AUDITS**

- 39.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Master Agreement, including any termination hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of the Master Agreement. Contractor agrees that County, State of California, or the Federal Government, or their authorized representatives, shall, during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Master Agreement and to interview any employees who might reasonably have information related to such material. All such material, including all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets,

and other time and employment records, shall be kept and maintained by Contractor and shall be made available to County during the Term of this Master Agreement and for a period of five (5) years thereafter, unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then at Contractor's option, Contractor shall either (a) provide County with access to such material at a mutually agreed upon location inside Los Angeles County, or (b) pay County for travel, per diem, and other costs and expenses incurred by County to examine, audit, excerpt, copy or transcribe such material at such outside location.

- 39.2 If an audit is conducted of Contractor specifically regarding the Master Agreement by any Federal or State auditor, or by an auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor Controller and the County Project Director within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under the Master Agreement.
- 39.3 If, at any time during or after the Term, representatives of County conduct an audit of Contractor, as and to the extent permitted hereunder, regarding the Work performed under the Master Agreement, the results of such audit, including any final determination in respect of an underpayment or overpayment, if any by County under the Master Agreement, shall be provided in writing to Contractor. Contractor shall have thirty (30) days to review the findings contained in such audit and notify County of any objection to the same. Such notice must include, in reasonable detail, the basis for Contractor's objection and any supporting documentation and analysis for Contractor's objection. If the parties cannot agree, within fifteen (15) days of receipt of Contractor's objection to the findings contained in County's audit, on the amount of underpayment or overpayment, if any, by County to Contractor hereunder, then either party may submit such matter to the Dispute Resolution Procedure, provided such matter shall be submitted initially, directly to the County Project Director and the Contractor Project Manager. If Contractor fails to notify County of any objection it has to the findings of County's audit within the thirty (30) day period set forth above, Contractor waives any right to object to the findings of such audit, including any determination of overpayment by County. If such audit, whether initially following a waiver by Contractor of its right of objection or upon final determination pursuant to the Dispute Resolution Procedure, finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the discretion of the County Project Director, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for such

Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County, but in no event shall County's payments to Contractor exceed the Maximum Contract Sum.

39.4 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 39.0 shall constitute a material breach upon which County may terminate or suspend this Master Agreement.

**40.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES**

Contractor shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under the Master Agreement. Contractor shall further ensure that all of its officers, employees, and agents who perform services hereunder, shall obtain and maintain in effect during the Term of this Master Agreement all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. If and to the extent requested by County, Contractor shall provide copy of each such license, permit, registration, accreditation, and certificate, in duplicate, to Contracts Manager, Sheriff's Department Contracts Administration, 4700 Ramona Boulevard, Monterey Park, CA 91754-2169.

**41.0 NO THIRD PARTY BENEFICIARIES**

Notwithstanding any other provision of the Master Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of the Master Agreement, except that this Paragraph 41.0 (No Third Party Beneficiaries) shall not be construed to diminish Contractor's indemnification obligations hereunder.

**42.0 MOST FAVORED PUBLIC ENTITY**

If Contractor's prices decline, or should Contractor, at any time during the Term of this Master Agreement, provide the same goods and/or substantially similar services under similar quantity, delivery, and other applicable terms and conditions to the State of California or any county, municipality, public agency, or district within California at prices below those set forth in the Master Agreement, then such lower prices shall be extended immediately to County.

**43.0 COUNTY'S QUALITY ASSURANCE PLAN**

County or its agent will evaluate Contractor's performance under the Master Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with the terms and conditions and performance standards of the Master

Agreement. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement and corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate the Master Agreement or impose other penalties as specified in the Master Agreement.

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

Should Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, 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 Master Agreement.

**45.0 CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF MAXIMUM CONTRACT SUM (UNDER CONTRACT SUM PROVISION)**

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Sum. Upon occurrence of this event, Contractor shall send written notification to the County Project Director and the County Project Manager.

**46.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF MASTER AGREEMENT**

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

**47.0 SAFELY SURRENDERED BABY LAW**

**47.1 Notice to Employees**

Contractor shall notify and provide to its employees residing in or working in the State of California, to notify and provide to its employees residing in or working in the State of California, 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 Master Agreement and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**47.2 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law**

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

**48.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Contractor and County agree that, during the term of this Master Agreement and for a period of one (1) 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.

**49.0 PUBLIC RECORDS ACT**

49.1 Any documents submitted by Contractor, all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records, pursuant to Paragraph 39.0 (Records and Audits) of this Exhibit; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "Trade Secret," "Confidential," or "Proprietary." County 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.

49.2 In the event County 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 bid/proposal marked "Trade Secret," "Confidential," or "Proprietary," Contractor agrees to defend and indemnify County from all costs

and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

## **50.0 TRANSITIONAL JOB OPPORTUNITES PREFERENCE PROGRAM**

- 50.1 This Master Agreement is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 50.1 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.
- 50.3 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.
- 50.4 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 Master Agreement to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the Master Agreement 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 subjected 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.

## **51.0 WAIVER**

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

**52.0 GOVERNING LAW, JURISDICTION, AND VENUE**

The Master Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to contracts made and to be performed within that state. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are subject to exclusive Federal subject matter jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the United States District Court of the Central District of California) for all purposes regarding the Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court for the County of Los Angeles, California.

**53.0 SEVERABILITY**

If any provision of the Master Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of the Master Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deleted here from and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the Master Agreement fails of its essential purpose because of such deletion.

**54.0 RIGHTS AND REMEDIES**

The rights and remedies of County provided in any given Paragraph, as well as throughout the Master Agreement, including throughout this Exhibit, are non-exclusive and cumulative with any and all other rights and remedies under this Master Agreement, at law, or in equity.

**55.0 NON EXCLUSIVITY**

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



## **56.0 FACSIMILE**

Except for the parties initial signatures to the Master Agreement, which must be provided in “original” form, and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on change notices or in other correspondence, notices, etc. requiring signatures, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed thereto, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

## **57.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM**

57.1 This Master Agreement is subject to the provisions of the County’s ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

57.2 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.

57.3 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 Local Small Business Enterprise.

57.4 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:

1. Pay to County any difference between the contract amount and what 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 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 OAAC of this information prior to responding to a solicitation or accepting a contract award.

**58.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PROMPT PAYMENT PROGRAM**

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

**59.0 TERMINATION FOR NON APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Master Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Master Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Master Agreement in County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

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

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

60.2 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 Master Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 60.0 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

\* \* \* \* \*

# **APPENDIX B**

## **STATEMENT OF WORK**

### **AIRPLANE MAINTENANCE, ENGINEERING AND REPAIR SERVICES**

## **STATEMENT OF WORK**

The County of Los Angeles Sheriff's Department (Department) is seeking contractors to enter into Master Agreements with the County to provide as-needed Airplane Maintenance, Engineering and Repair Services that will supplement work being performed by Department staff.

The Department's Aero Bureau files approximately 1,200 hours each year in support of law enforcement surveillance and transportation missions to its fleet of fixed-wing aircraft.

Contractor shall be required by the Department to maintain, repair, overhaul, refurbish, and/or modify the existing fleet of Department airplanes and their components, and to maintain, repair, overhaul, refurbish, and/or modify any future airplane of like model that the Department may acquire, and/or surplus components for the above airplanes acquired by the Department. Contractor shall provide services for major repairs, including but not limited to: scheduled overhauls of dynamic components, engines and engine accessories, engineering support, structural airframe repairs, and various non-critical component repairs.

Contractor services will supplement work performed by Department's Aero Bureau, located at 3234 Lakewood Boulevard, Long Beach, California 90808.

All work listed in this document pertains only to the Raytheon Super King Air B200, Cessna 210, Cessna Turbo 210 (T210), and Cessna Caravan 208 Series Airplanes and/or any replacement airplane owned and operated by the County of Los Angeles, and/or any components for the above aircraft that have been acquired after-market by the Department intended for use on any of these airplanes. The Department may acquire the Cessna Caravan 208 Series Airplane during the Term of this Master Agreement.

**SERVICE CLASS I – RAYTHEON SUPER KING AIR B200**  
**SERVICE CLASS II – CESSNA 210 AND/OR CESSNA TURBO 210 (T210)**  
**SERVICE CLASS III - CESSNA CARAVAN 208 SERIES**

**I. SERVICE TYPE 1 – Critical Component Service (Items A through D)**

**A. Propeller Repair, Replacement, Overhaul and Balancing**

Contractor shall furnish to Department on an as-needed, intermittent, and temporary basis all parts, labor, and incidental materials necessary to perform repair or overhauls to Department aircraft as described above, with exceptions noted. All aircraft components shall be delivered to the vendor and returned to the point of origination upon completion of the job at County's expense.

Examples of the repair, overhaul or parts replacement work to be performed consist of, but are not limited to, the following:

1. Propeller(s) and Related Components – Overhaul, repair, static and dynamic balancing, replacement as required.
2. Propeller Governor - Overhaul, repair or replacement as required.
3. Specialized Services – such as Non-Destructive Testing and Technical Engineering support.

**B. Powerplant Repair and Overhaul**

Contractor shall furnish to the Department on an as-needed, intermittent, and temporary basis all parts, labor, and incidental materials necessary to perform scheduled and unscheduled repairs and overhauls to the engines installed on the Raytheon Super King Air, and all model Cessna airplanes operated by the Department. All engines and related components shall be delivered to the Contractor, and returned by Contractor to the Department's Aero Bureau. Examples of work to be performed consist of, but are not limited to, the following:

1. Scheduled / Non-Scheduled Engine Overhaul - Repair/replace engine components at prescribed engine time-life.
2. Scheduled/Non-Scheduled Engine Mid-life Inspections/Overhaul – Inspection, repair/replacement of engine components at prescribed engine time-life.
3. Compressor Section - Inspection, repair, and overhaul to include internal component replacement and repairs.
4. Accessory Gear Box - Inspection, repair and overhaul to include internal and external component replacement and repairs.
5. Turbine/Modular Sections - Inspection, repair and overhaul of all internal components to include repair and replacement of power turbine wheels, nozzles and all other related turbine section components.
6. Combustion Section - Inspection, repair, overhaul and replacement of all internal and external component items.

7. Engine Accessories - Inspection, test/repair, replace and/or overhaul engine accessories to include but not limited to fuel injection systems, starter-generators, alternators, vacuum pumps, magnetos, fuel controls, fuel nozzles, fuel pump/valves/filters, governors, bleed valves and related components.
8. Quality Assurance - Contractor may be required to conduct a teardown inspection to determine the extent of repairs necessary and provide an accurate cost estimate. After the repairs have been completed, Contractor shall perform a quality assurance inspection to ensure all work has been performed in accordance with factory prescribed maintenance procedures and provide written documentation certifying the work performed.
9. Warranty - All engine-related components shall be inspected, repaired/replaced or overhauled to manufacturer's specifications and warranted against defects resulting from services rendered for a period of at least 90 days or 300 flight hours, whichever occurs first, unless otherwise warranted by parts supplier.
10. Performance Assurance - Contractor shall provide performance assurance on all turbine overhauls equal to or greater than 10% above minimum factory engine power specification requirements.

**C. Airframe Inspection and/or Repairs**

Contractor shall furnish to the Department on an as-needed, intermittent, and temporary basis all parts, labor, and incidental materials necessary to perform scheduled and unscheduled structural airframe repairs and/or inspections on the Department aircraft previously listed. Aircraft and/or components in need of maintenance services shall, at the discretion of County, 1) be delivered to the Contractor, and returned by Contractor to the Department's Aero Bureau, at County's expense. Or 2) the work may be performed by Contractor at the Aero Bureau facility. Examples of the type of repair and/or phase inspections that may be performed consist of, but are not limited to, the following:

1. Airframe Sheet Metal and Composite Surface Repairs - Structural repairs involving sheet metal and composite materials work to the basic airframe, landing gears, cowlings, doors, and all internal cabin metal surfaces, structures and instrument panels to include aircraft painting and exterior finishes.

2. Aircraft Hydraulic Systems, Electrical Systems, Lighting Systems, Braking Systems, Pressurization Systems, Fuel Storage/Transfer Systems, Deicing Systems, Lubrication Systems, and Associated Components - System testing, repairs, overhaul and component replacement.
3. Landing Gears - Repair, overhaul and component replacement of landing gears, skids, struts, shock absorbers, wheels, brakes and all other related components.
4. Flight Control Systems - Repair, replace, overhaul and return to service all flight control system components, to include, but not limited to cables, control tubes, control rods, bellcranks, support assemblies and related fittings, hydraulics, and electronic or electrical components.
5. Airframe Inspections - Perform scheduled airframe phase and other periodic inspections (including annual inspections) in accordance with manufacturer specifications, or as required by the Department.

**D. Avionics and Navigation Systems**

Contractor shall furnish to Department on an as-needed, intermittent and temporary basis, all parts, labor, and incidental materials necessary to perform needed repairs, component replacement and overhaul services on all avionics and navigation equipment installed on the Department aircraft previously listed. Avionics and navigation components/equipment shall, at the discretion of County 1) be delivered to the Contractor, and returned by Contractor to the Department's Aero Bureau, at County's expense, or 2) be performed by Contractor at the Aero Bureau facility.

**II. SERVICE TYPE 2 – Non-Critical Component Services**

Non-critical services and repairs, as defined by the Department, are those services which do not directly affect the flight and operations of the airplane.

Contractor shall furnish to Department on an as-needed, intermittent, and temporary basis all parts, labor, and incidental materials necessary to perform needed repairs, component replacement and overhaul services on, but not limited to, the following:

1. Night Vision Lighting/Alternate Lighting



2. Thermal Imagers and Video Cameras
3. Overlay Panel
4. Moving Map
5. Communication radios
6. PA and Siren System
7. Aviation Oxygen Bottles/Regulators
8. Air Conditioning Systems and Instruments
9. Aircraft Interiors - Repair and replacement of all aircraft interior components and accessories to include seats, upholstery, paneling, floors and surfaces, environmental systems and compartments to include aircraft painting and interior finishes.
10. Aircraft Washing, Detailing, Cleaning (Interior)
11. Aircraft Washing, Detailing, Cleaning (Exterior)
12. All other non-critical special-mission equipment installed on Department airplanes.

### **III. SERVICE TYPE 3 – Completion Services**

Completion Services are defined as the furnishing, engineering, and/or installation of avionics, communications, and law enforcement mission equipment within a new or used, unequipped or minimally equipped, airplane acquired by the Department.

Contractor or their authorized subcontractor shall furnish to the Department on an as-needed, intermittent, and temporary basis all parts, labor, and incidental materials necessary to perform required Completion Services. All Completion Services shall be performed at Contractor's certificated repair station approved by Federal Aviation Administration (FAA) under Special Federal Aviation Regulations codified at 14 C.F.R Part 145; or an certificated Approved Maintenance Organization (AMO) approved by Transport Canada under Canadian Aviation Regulation, Part V, subpart 73. All aircraft shall be delivered to Contractor and returned to the Department by Aero Bureau Staff.

### **IV. PROCESSES, CONTROLS, QUALITY, DEFINITIONS**

For each Service Class and Service Type defined above, the following shall apply:

#### **A. Parts Procurement, Engineering, Technical Assistance and Product Support**

Contractor shall furnish to Department on an as-needed, intermittent, and temporary basis selected manufacturer approved repair parts, aircraft components (new and/or overhauled), engineering and/or technical assistance and product support necessary for Department

employees to perform scheduled and unscheduled maintenance inspections, repairs and/or component overhaul/replacement for the listed airplanes and related components. Aircraft repair parts and/or components shall be delivered to the Department's Aero Bureau located at 3235 Lakewood Boulevard, Long Beach, CA, 90808.

Contractor shall provide as-needed engineering and technical assistance upon request.

1. Repair Parts Procurement - Contractor shall provide to the Department factory approved new or certified overhauled replacement aircraft parts obtained directly from the U.S. Navy, Original Equipment Manufacturer (OEM), authorized parts distributors and/or vendors authorized by the OEM to manufacturer and sell duplicate parts under Parts Manufacturing Authority (PMA). Selected vendors must either be Original Equipment Manufacturers, factory authorized distributors or factory authorized service centers. Vendors must additionally certify to the County of Los Angeles that all parts sold to the County meet aircraft airworthiness and safety standards as established by Federal Aviation Regulations and/or aircraft manufacturer.
2. Engineering and Technical Assistance - Contractor shall provide to the Department engineering and technical assistance on the listed airplanes for specific projects associated with aircraft modifications, maintenance programs and/or Type Certification or Supplemental Type Certification requiring Federal Aviation Administration approval or compliance with technical specifications as specified by the aircraft manufacturer, FAA and/or County of Los Angeles aircraft airworthiness standards.
3. Product Support - Contractor shall provide to the Department required product support through alternate resources such as military aircraft parts procurement, research and development of special parts, tools and/or modifications needed to support the listed airplane models, and design, engineer, manufacture and/or arrange approval of special parts and/or tooling needed to support a specific aircraft modification requirement which cannot otherwise be obtained from the aircraft manufacturer. Approval must be obtained from the Federal Aviation Administration, the aircraft manufacturer or aircraft airworthiness authority.

## **B. Materials and Supplies**

This Master Agreement is intended for use to acquire and purchase aircraft parts, materials, and supplies incidental to the required repair work and/or services. The Department reserves the right to, whenever possible, provide Contractor with after-market, serviceable components in either new or certified overhauled condition, in an effort to mitigate repair costs.

**C. Material Standards**

When an article is mentioned by trade name or a manufacturer's name, it is intended to establish a standard of merit. Articles of other manufacturers may be used provided they are of the same type and of equal quality. The Department shall be the sole judge as to "equal". All materials and equipment shall be new, or an approved type, or certified overhauled and installed as recommended by the manufacturer. All materials and equipment shall be properly tested, regulated, adjusted and placed in proper operating condition before the work can be accepted.

**D. Quality Assurance**

Contractor's quality control supervisor or his representative shall inspect the completed work and shall determine whether the work has been done in accordance with manufacturer's specifications. All documents must be signed by the quality control supervisor/representative verifying that the work meets appropriate airworthiness standards and the component / aircraft has been returned to airworthy condition. Contractor must correct defective materials or workmanship prior to payment by Department for such work. The Department reserves the right to conduct defect inspections at Contractor(s) facility. All work must be done in accordance with accepted practices, safety standards, and Federal Aviation Regulations.

**E. Acceptability of Work/Delivery**

All work shall be done in a professional manner and must be acceptable to technically qualified Department personnel designated by the County of Los Angeles. All work shall be completed within the time frame set forth on the Work Order for the specific job.

**F. Discrepancies**

If the Department determines that work is not complete, not performed to standard or for some other reason not acceptable, the Department representative will notify Contractor in writing or by

telephone and request a meeting to resolve the discrepancy. Representatives of the Department and Contractor shall meet at the Aero Bureau within ten (10) calendar days of the date of notification by the Department. Contractor shall not be paid for work until such discrepancy is resolved.

**G. Contractor's Damages/Clean-up**

1. All damages incurred to Department aircraft by Contractor shall be repaired or replaced at Contractor's expense.
2. All such repairs or replacements shall be completed within the time requirements as determined by the Department. If Contractor fails to repair or replace damaged property, the Department will deduct the cost of repairs for such damages, as determined by the Department, from existing unpaid invoices due Contractor, or from future invoices submitted by Contractor, or bill Contractor and the provisions of Paragraph 35.2 of Exhibit A (Additional Terms and Conditions) shall apply.
3. Upon completion of work, Contractor shall remove remaining excess materials from the aircraft or components. Any dirt or stains caused by the work under this Master Agreement shall be cleaned off and removed.

**H. Guarantee**

Contractor shall guarantee all materials and workmanship for a period of 90 calendar days or 300 flight hours, whichever occurs first, from date of acceptance of work by the Department, unless the parties otherwise agree in writing. Date of acceptance is defined as the date the Sheriff's Department Aircraft Maintenance Manager or his designee signs off that work was accepted. If Contractor fails to make proper repairs under this guarantee, the Department may, at its discretion, (1) deduct the cost of repairs, as determined by the Department, from existing unpaid invoices due Contractor, (2) deduct the cost of repairs from future invoices submitted by Contractor, or (3) bill Contractor for the cost of repairs.

**I. Meetings**

At various times throughout the term of the Master Agreement, Contractor may be required to attend meetings called by the Department. The purpose of these meetings will be to discuss and resolve problems, and/or readjust assignments and working schedules to meet new needs. Contractor will be given written notice

seven (7) calendar days prior to the meeting as to the date, time, and location.

# **APPENDIX C**

## **SAMPLE WORK ORDER FORMAT**

### **AIRPLANE MAINTENANCE, ENGINEERING AND REPAIR SERVICES**

# Appendix C

## Sample Work Order Format



### LOS ANGELES COUNTY SHERIFF'S DEPARTMENT AERO BUREAU

3235 Lakewood Blvd  
Long Beach, Ca. 90808

MAINT. PHONE: 562-429-5997  
MAINT. FAX: 562-420-3197

Vendor Tel:  
Vendor Fax:  
Contact:

### PARTS AND SERVICES REQUISITION

VENDOR	AGREEMENT, WORK ORDER, AND/OR PURCHASE ORDER #
--------	------------------------------------------------

ISSUED DATE	AIRCRAFT	COMPLETED DATE
-------------	----------	----------------

ORDERED BY	SHIPPED TO COUNTY VIA	COMPLETED BY
------------	-----------------------	--------------

ITEM	QTY	DESCRIPTION	PRICE	TOTAL	B/O	RECD

<b>SUBTOTAL</b>	\$0.00				
_____% <b>TAX</b>	\$0.00				
<b>SHIPPING</b>	prepay & add				
<b>TOTAL EST</b>	\$0.00				

REVIEWED BY:	DATE:
APPROVED BY:	DATE:

1. Prepare this order in accordance with the prices, terms, delivery method, and specifications listed above.
2. Notify us immediately if you are unable to ship as specified.
3. Send all correspondence to: above address

# **APPENDIX D**

## **REQUIRED FORMS**

### **AIRPLANE MAINTENANCE, ENGINEERING AND REPAIR SERVICES**



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**REQUIRED FORMS - EXHIBIT 1**  
**VENDOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT**

Please complete, date and sign this form and place it as the **first page** of your SOQ. The person signing the form must be authorized to sign on behalf of the Vendor and to bind the applicant in a Master Agreement. (Additional instructions may be found on page 3 of this Affidavit.)

1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

_____	_____	_____
Name	State	Year Inc.

2. If your firm is a partnership or a sole proprietorship, state the name of the proprietor or managing partner:

\_\_\_\_\_

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name	County of Registration	Year became DBA
_____	_____	_____
_____	_____	_____

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? \_\_\_\_ If yes,

Name of parent firm: \_\_\_\_\_

State of incorporation or registration of parent firm: \_\_\_\_\_

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change
_____	_____
_____	_____

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

\_\_\_\_\_

Vendor acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Qualifications listed in Paragraph 1.4.1 and/or 1.4.2 and/or 1.4.3 and meet all other Minimum Mandatory Qualifications listed in Subparagraph 1.4.4, and 1.4.5 of this Request for Statement of Qualifications, as listed below.

Check the appropriate boxes:

1.4.1 Vendor must have at least five (5) years of experience in providing a full range of aircraft maintenance services in a minimum of one (1) of the following flight-critical areas: propeller repair and overhaul, power plant repair and overhaul, airframe repair and refurbishment, aircraft repair parts resale and distribution, aircraft electrical and hydraulic systems maintenance and repair, and avionics systems maintenance and repair. These services are further defined in Appendix B. Statement of Work, Paragraph I.

Yes  No

**-AND/OR-**

1.4.2 Vendor must have at least five (5) years of experience in providing a full range of maintenance services in a minimum of one (1) of the non-flight critical areas defined in Appendix B. Statement of Work, Paragraph II.

Yes  No

**-AND/OR-**

1.4.3 Vendor must have at least five (5) years of experience in providing Completion Services to new or used unequipped or minimally equipped Cessna 210, Cessna Turbo 210 (T210), Cessna Caravan 208 Series Airplanes and/or Raytheon Super King Air B200 Airplanes. These services are defined in Appendix B, Statement of Work, Paragraph III.

Yes  No

1.4.4 **License/Certification – Vendor must either:**

- (1) Operate a certificated repair station, certified and approved by the Federal Aviation Administration (FAA) under Federal Aviation Regulation codified at 14 C.F.R. Part 145.; OR
- (2) Operate a certificated Approved Maintenance Organization (AMO), certified and approved by Transport Canada under Canadian Aviation Regulations, Part V, subpart 73.

Yes  No

1.4.5 Vendor must have a business office located within the continental United States or Canada staffed by qualified service personnel who maintain service records and receive service requests over the telephone.

Yes  No

Vendor further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this SOQ are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Sheriff's sole judgment and his/her judgment shall be final.

Vendor's Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

E-mail address: \_\_\_\_\_ Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

On behalf of \_\_\_\_\_ (Vendor's name), I \_\_\_\_\_ (Name of Vendor's authorized representative), certify that the information contained in this Vendor's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Internal Revenue Service  
Employer Identification Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
California Business License Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
County WebVen Number

**Additional Instructions:**

Taking into account the structure of the Vendor's organization, Vendor shall determine which of the below referenced supporting documents the County requires. If the Vendor's organization does not fit into one of these categories, upon receipt of the Vendor or at some later time, the County may, in its discretion, request additional documentation regarding the Vendor's business organization and authority of individuals to sign Master Agreements.

If the below referenced documents are not available at the time of proposal submission, Vendor must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

**Required Support Documents:**

**Corporations or Limited Liability Company (LLC):**

The Vendor must submit the following documentation with the proposal:

1. A copy of a "Certificate of Good Standing" with the state of incorporation/organization
2. A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers.

**Limited Partnership:**

The Vendor must submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State and any amendments.

**REQUIRED FORMS - EXHIBIT 2**  
**PROSPECTIVE CONTRACTOR REFERENCES**

**Vendor's Name:** \_\_\_\_\_

Vendor must provide at least two (2) references from two different companies where the same or similar scope of services as described in this solicitation were provided in order to meet the Minimum Mandatory Qualifications as stated in Paragraph 1.4 of this RFSQ. At least one (1) or a combination of these references must verify that Vendor meets Minimum Mandatory Qualifications Subparagraph 1.4.1 and/or 1.4.2 and/or 1.4.3. Please use additional sheets if necessary.

<b>1. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (    )	<b>Email address</b>
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (    )	<b>Email address</b>
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (    )	<b>Email address</b>
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

**REQUIRED FORMS - EXHIBIT 3**  
**PROSPECTIVE CONTRACTOR LIST OF CONTRACTS**

**Vendor's Name:** \_\_\_\_\_

List of all public entities and County contracts for which the Vendor has provided service within the last three (3) years. Use additional sheets if necessary.

<b>1. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>4. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>5. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

**REQUIRED FORMS - EXHIBIT 4**  
**PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS**

**Vendor's Name:** \_\_\_\_\_

List of all contracts that have been terminated within the past three (3) years.

<b>1. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.		Reason for Termination:		
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.		Reason for Termination:		
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.		Reason for Termination:		
<b>4. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>Fax #</b> (   )
Name or Contract No.		Reason for Termination:		



**REQUIRED FORMS - EXHIBIT 5**  
**CERTIFICATION OF NO CONFLICT OF INTEREST**

The Los Angeles County Code, Section 2.180.010, provides as follows:

**CONTRACTS PROHIBITED**

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any SOQs submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in Number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of Number 1, and who:
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in Number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Vendor Official Title

\_\_\_\_\_  
Official's Signature

**REQUIRED FORMS - EXHIBIT 6**

**FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION**

Vendor certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of Vendor's organization have and will comply with it during the bid process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**REQUIRED FORMS – EXHIBIT 7**  
**County of Los Angeles – Community Business Enterprise Program (CBE)**  
**Request for Local SBE Preference Program Consideration and**  
**CBE Firm/Organization Information Form**

**INSTRUCTIONS:** All vendors responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

**FIRM NAME:** \_\_\_\_\_

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

I AM

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

**My County (WebVen) Vendor Number :** \_\_\_\_\_

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

<b>Business Structure:</b> <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
<b>Total Number of Employees</b> (including owners): _____						
<b>Race/Ethnic Composition of Firm.</b> 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						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

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

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

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:**

*If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)*

Agency Name	Minority	Women	Dis- advantaged	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.**

Print Authorized Name	Authorized Signature	Title	Date
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**REQUIRED FORMS - EXHIBIT 8**

**VENDOR'S EEO CERTIFICATION**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

**GENERAL**

In accordance with provisions of the County Code of the County of Los Angeles, the Vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

<b>CERTIFICATION</b>	<b>YES</b>	<b>NO</b>
1. Vendor has written policy statement prohibiting discrimination in all phases of employment.	( )	( )
2. Vendor periodically conducts a self-analysis or utilization analysis of its work force.	( )	( )
3. Vendor has a system for determining if its employment practices are discriminatory against protected groups.	( )	( )
4. When problem areas are identified in employment practices, Vendor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	( )	( )

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Signer (please print)

**REQUIRED FORMS - EXHIBIT 9**  
**ATTESTATION OF WILLINGNESS TO CONSIDER**  
**GAIN/GROW PARTICIPANTS**

As a threshold requirement for consideration for contract award, Vendor shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Vendor shall attest to a willingness to provide employed GAIN/GROW participants access to the Vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

**Vendors unable to meet this requirement shall not be considered for contract award.**

Vendor shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Vendor has a proven record of hiring GAIN/GROW participants.

\_\_\_\_\_YES (subject to verification by County)      \_\_\_\_\_NO

B. Vendor is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Vendor is willing to interview qualified GAIN/GROW participants.

\_\_\_\_\_YES      \_\_\_\_\_NO

C. Vendor is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

\_\_\_\_\_YES      \_\_\_\_\_NO      \_\_\_\_\_N/A (Program not available)

Vendor Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Tel.#: \_\_\_\_\_ Fax #: \_\_\_\_\_

**REQUIRED FORMS - EXHIBIT 10**

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Statement of Qualifications is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. **Refer to Exhibit A, Additional terms and Conditions, Paragraph 32.0, Compliance with Jury Service Program. All Vendors, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements.** Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Vendor is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

***If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.***

**Part I: Jury Service Program is Not Applicable to My Business**

My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

**"Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

**Part II: Certification of Compliance**

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name:	Title:
Signature:	Date:

**REQUIRED FORMS – EXHIBIT 11**

**TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION**

COMPANY NAME:		
COMPANY ADDRESS:		
CITY:	STATE:	ZIP CODE:

**I hereby certify that I meet all the requirements for this program:**

My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for 3 years (*attach IRS Determination Letter*);

I have submitted my three most recent annual tax returns with my application;

I have been in operation for at least one year providing transitional job and related supportive services to program participants; and

I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.**

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

**REVIEWED BY COUNTY:**

<b>SIGNATURE OF REVIEWER</b>	<b>APPROVED</b>	<b>DISAPPROVED</b>	<b>DATE</b>







**REQUIRED FORMS – EXHIBIT 13**

**MASTER AGREEMENT  
FOR  
AIRPLANE MAINTENANCE, ENGINEERING AND REPAIR SERVICES  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
[ ]**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Master Agreement to be executed on its behalf by the Sheriff of the County of Los Angeles, and Contractor has caused this Agreement to be duly executed on its behalf by its authorized officer.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Leroy D. Baca, Sheriff

Date \_\_\_\_\_

CONTRACTOR

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
ANDREA SHERIDAN ORDIN  
County Counsel

By \_\_\_\_\_  
Deputy County Counsel

**REQUIRED FORMS - EXHIBIT 14**

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For _____ Services:		

Vendor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, Vendor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

Vendor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

**- OR -**

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

\_\_\_\_\_

\_\_\_\_\_

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name:	Title:
Signature:	Date:

Date: \_\_\_\_\_

# **APPENDIX E**

## **TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW**

### **AIRPLANE MAINTENANCE, ENGINEERING AND REPAIR SERVICES**

## TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

***A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document***

Vendor Name:	Date of Request:
Project Title:	Project No.

**A Solicitation Requirements Review** is being requested because the Vendor asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Mandatory Requirements**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Vendor must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

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Request submitted by:

\_\_\_\_\_ *(Name)*

\_\_\_\_\_ *(Title)*

***For County use only***

Date Transmittal Received by County: \_\_\_\_\_ Date Solicitation Released: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

Results of Review - Comments:

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Date Response sent to Vendor: \_\_\_\_\_

# **APPENDIX F**

## **COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS**

### **AIRPLANE MAINTENANCE, ENGINEERING AND REPAIR SERVICES**

## **COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS**

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

### ***WE RECOGNIZE. . . .***

#### ***The importance of small business to the County. . .***

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

#### ***The County can play a positive role in helping small business grow. . .***

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

### ***WE THEREFORE SHALL:***

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

# **APPENDIX G**

## **LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY**

### **AIRPLANE MAINTENANCE, ENGINEERING AND REPAIR SERVICES**



**LISTING OF CONTRACTORS DEBARRED  
IN LOS ANGELES COUNTY**

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

[http://lacounty.info/doing\\_business/DebarmentList.htm](http://lacounty.info/doing_business/DebarmentList.htm)

# **APPENDIX H**

## **CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE**

### **AIRPLANE MAINTENANCE, ENGINEERING AND REPAIR SERVICES**

**Title 2 Administration**  
**CHAPTER 2.203.010 through 2.203.090**  
**CONTRACTOR EMPLOYEE JURY SERVICE**

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "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 chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.040 Contractor Jury Service Policy.**

A 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 employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

# **APPENDIX I**

## **SAFELY SURRENDERED BABY LAW**

## **AIRPLANE MAINTENANCE, ENGINEERING AND REPAIR SERVICES**

# **APPENDIX J**

## **DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

### **HELICOPTER MAINTENANCE, ENGINEERING AND REPAIR SERVICES**

## **Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

2.206.010 Findings and declarations.

2.206.020 Definitions.

2.206.030 Applicability.

2.206.040 Required solicitation and contract language.

2.206.050 Administration and compliance certification.

2.206.060 Exclusions/Exemptions.

2.206.070 Enforcement and remedies.

2.206.080 Severability.

### **2.206.010 Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

### **2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

### **2.206.030 Applicability.**

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

### **2.206.040 Required solicitation and contract language.**

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

### **2.206.050 Administration and compliance certification.**

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County



Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

### **2.206.060 Exclusions/Exemptions.**

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

### **2.206.070 Enforcement and remedies.**

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

### **2.206.080 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

# **APPENDIX K**

## **IRS NOTICE 1015**

### **HELICOPTER MAINTENANCE, ENGINEERING AND REPAIR SERVICES**



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2008)

### Have You Told Your Employees About the Earned Income Credit (EIC)?

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#### What Is the EIC?

The EIC is a refundable tax credit for certain workers.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note.** You are encouraged to notify each employee whose wages for 2008 are less than \$41,646 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2009.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at [www.irs.gov](http://www.irs.gov) or by calling 1-800-829-3676.

#### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2008 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

#### How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2008 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2008 and owes no tax but is eligible for a credit of \$825, he or she must file a 2008 tax return to get the \$825 refund.

#### How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2009 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

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Notice **1015** (Rev. 12-2008)  
Cat. No. 205991