



ORANGE COUNTY FIRE AUTHORITY

AGENDA

BOARD OF DIRECTORS REGULAR MEETING

Thursday, October 26, 2017

6:00 P.M.

Regional Fire Operations and Training Center

Board Room

1 Fire Authority Road

Irvine, CA 92602

This Agenda contains a brief general description of each item to be considered. Except as otherwise provided by law, no action or discussion shall be taken on any item not appearing on the following Agenda. Unless legally privileged, all supporting documents, including staff reports, and any writings or documents provided to a majority of the Board of Directors after the posting of this agenda are available for review at the Orange County Fire Authority Regional Fire Operations & Training Center, 1 Fire Authority Road, Irvine, CA 92602 or you may contact Sherry A.F. Wentz, Clerk of the Authority, at (714) 573-6040 Monday through Thursday, and every other Friday from 8 a.m. to 5 p.m. and available online at <http://www.ocfa.org>

If you wish to speak before the Fire Authority Board, please complete a Speaker Form identifying which item(s) you wish to address. Please return the completed form to the Clerk of the Authority prior to being heard before the Board. Speaker Forms are available at the counters of both entryways of the Board Room.



In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the Clerk of the Authority at (714) 573-6040.

CALL TO ORDER

INVOCATION by OCFA Chaplain Robert Benoun

PLEDGE OF ALLEGIANCE by Vice Chair Sachs

ROLL CALL

1. **PRESENTATIONS**

No items.

PUBLIC COMMENTS

Resolution No. 97-024 established rules of decorum for public meetings held by the Orange County Fire Authority. Resolution No. 97-024 is available from the Clerk of the Authority.

Any member of the public may address the Board on items within the Board's subject matter jurisdiction but which are not listed on this agenda during PUBLIC COMMENTS. However, no action may be taken on matters that are not part of the posted agenda. We request comments made on the agenda be made at the time the item is considered and that comments be limited to three minutes per person. Please address your comments to the Board as a whole, and do not engage in dialogue with individual Board Members, Authority staff, or members of the audience.

The Agenda and Minutes are now available through the Internet at www.ocfa.org. You can access upcoming agendas on the Monday before the meeting. The minutes are the official record of the meeting and are scheduled for approval at the next regular Board of Directors meeting.

REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR

REPORT FROM THE HUMAN RESOURCES COMMITTEE CHAIR

REPORT FROM THE FIRE CHIEF

- CA Wildland Fire Update (Young)
- Canyon Fires Update (McIntosh)

2. MINUTES

A. Minutes from September 28, 2017, Regular Board of Directors Meeting

Submitted by: Sherry Wentz, Clerk of the Authority

Recommended Action:

Approve as submitted.

3. CONSENT CALENDAR

A. Acceptance of 2017 Department of Homeland Security/Federal Emergency Management Agency's Urban Search & Rescue Readiness Cooperative Agreement Funding

Submitted by: Brian Young, Assistant Chief/Operations Department

Budget and Finance Committee Recommendation: *APPROVE*

Recommended Actions:

To continue funding Urban Search & Rescue/California Task Force 5 it is recommended that the Board:

1. Approve and adopt the proposed Resolution entitled A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY BOARD OF DIRECTORS ACCEPTING THE FEMA NATIONAL URBAN SEARCH AND RESCUE (US&R) PROGRAM COOPERATIVE AGREEMENT TO PURCHASE US&R EQUIPMENT AND SUPPLIES, MAINTENANCE AND REPAIR OF US&R EQUIPMENT, TRAINING, AND PROGRAM ADMINISTRATION to accept the Department of Homeland Security/Federal Emergency Management Agency's Grant Readiness Cooperative-Agreement funding.
2. Direct staff to increase revenue and appropriations in the amount of \$1,255,013 in the General Fund (Fund 121).

B. Budget Adjustment and Award of RFP JA2172 for Extrication Tools

Submitted by: Brian Young, Assistant Chief/Operations Department

Budget and Finance Committee Recommendation: *APPROVE*

Recommended Actions:

To approve funding for the purchase of updated extrication tools used to free victims from vehicles after vehicular accidents, it is recommended that the Board:

1. Approve a budget adjustment in the General Fund CIP (12110) increasing expenditures by \$666,293 for the purchase of Extrication tools.
2. Approve and authorize the Purchasing Manager to issue a purchase order for the initial purchase of 19 sets of extrication rescue tools to Municipal Emergency Services, Inc., in the amount of \$666,293 (amount includes tax).
3. Approve and authorize the Purchasing Manager to issue a blanket order for a three-year term to Municipal Emergency Services, Inc., for annual preventative maintenance for a not-to-exceed amount of \$40,665 over the three-year term (\$13,555 annually).
4. Approve and authorize the Purchasing Manager to utilize the contract pricing for future budgeted purchases of extrication tools during the term of the contract.

C. Reserve Firefighter Program Status Update

Submitted by: Brian Young, Assistant Chief/Operations Department

Recommended Action:

Per prior Board direction to receive six-month status reports on the status of OCFA's Reserve Firefighter Program, it is recommended that the Board receive and file the report.

D. Budget Adjustment and Award of Contract for Helicopter Maintenance and Repair Services

Submitted by: Brian Young, Assistant Chief/Operations Department

Recommended Actions:

To award a blanket order and agreement for as-needed helicopter maintenance and repair services, it is recommended that the Board:

1. Approve a budget adjustment in the General Fund CIP (121) increasing expenditures by \$175,800 for upcoming major inspection and upgrade projects for helicopters 1 & 3.
2. Approve and authorize the Purchasing Manager to issue a one-time purchase order to Rotorcraft Support Inc., in the amount of \$175,800 for the 5-year inspection and upgrade projects for helicopter 1 and for the 10-year inspection of helicopter 3.
3. Approve and authorize the Purchasing Manager to sign the helicopter and maintenance agreement and establish a one-year blanket order with Rotorcraft Support, Inc. for as-needed miscellaneous helicopter maintenance and repair services in an amount not to exceed \$150,000.
4. Approve and authorize the Purchasing Manager to extend the contract up to four additional one-year renewals at \$150,000 per year with annual increases not to exceed 3% per year or the percentage increase in the U.S. Department of Labor Consumer Price Index for All Urban Consumers, Services, in the Los Angeles-Riverside-Orange County, CA Area, whichever is lower.

E. Establishment of a Primary Staffing Station and Specialty Pay for Duty Manpower Coordinators

Submitted by: Brian Young, Assistant Chief/Operations Department

Recommended Action:

To continue addressing the impacts associated with extraordinary forced hiring of firefighter personnel, it is recommended that the Board:

1. Establish a 7.5% specialty pay for 12 duty manpower coordinators at Fire Station 22 (Laguna Woods/Laguna Hills).
2. Increase appropriations in the FY 2017/18 General Fund (121) Budget by \$95,838 to fund the specialty pay.

END OF CONSENT CALENDAR

5. DISCUSSION CALENDAR

A. Special Procurement Contract for Behavioral Health Services

Submitted by: Brigitte Gibb, Human Resources Director

Budget and Finance Committee Recommendation: *APPROVE*

Human Resources Committee Recommendation: *APPROVE*

Recommended Actions:

To provide behavioral health services to OCFA personnel, it is recommended that the Board:

1. Approve and authorize the Purchasing Manager to enter an agreement with The Counseling Team International for behavioral health services for a three-year period with the option of two additional one-year renewals, in an amount not to exceed \$150,000 annually (\$450,000 during the initial three-year period).
2. Approve the budget adjustment in the General Fund (Fund 121) increasing appropriations in the amount of \$150,000.

B. 2017 Long Term Liability Study & Accelerated Pension Paydown Plan

Submitted by: Lori Zeller, Assistant Chief/Business Services Department

Budget and Finance Committee Recommendation: *APPROVE*

Recommended Actions:

To continue the OCFA's long term liabilities and strategies for mitigating and/or funding the liabilities, it is recommended that the Board:

1. Direct staff to continue the Accelerated Pension Paydown Plan as indicated in the Updated Snowball Strategy.
2. Direct staff to return to the Board of Directors in January, with the mid-year financial review, to consider allocation of available unencumbered funds identified in the FY 2016/17 financial audit to OCFA's unfunded pension liability.

BOARD MEMBER COMMENTS

CLOSED SESSION

CS1. CONFERENCE WITH LABOR NEGOTIATOR

Negotiator: Peter Brown, Liebert Cassidy and Whitmore
Employee
Organization: Orange County Employees' Association
Authority: Government Code Section 54957.6

CS2. CONFERENCE WITH LEGAL COUNSEL–ANTICIPATED LITIGATION

Authority: Government Code Section 54956.9(c) – Initiation of Litigation (2 cases)

CLOSED SESSION REPORT

ADJOURNMENT - The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for November 16, 2017, at 6:00 p.m.

AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted in the lobby, front gate public display case, and website of the Orange County Fire Authority, Regional Fire Training and Operations Center, 1 Fire Authority Road, Irvine, CA, not less than 72 hours prior to the meeting. Dated this 19th day of October 2017.

Sherry A.F. Wentz, CMC
Clerk of the Authority

UPCOMING MEETINGS:

Budget and Finance Committee Meeting	Wednesday, November 8, 2017, 12:00 noon
Claims Settlement Committee Meeting	Thursday, November 16, 2017, 5:00 p.m.
Executive Committee Meeting	Thursday, November 16, 2017, 5:30 p.m.
Board of Directors Meeting	Thursday, November 16, 2017, 6:00 p.m.

MINUTES ORANGE COUNTY FIRE AUTHORITY

**Board of Directors Regular Meeting
Thursday, September 28, 2017
6:00 P.M.**

**Regional Fire Operations and Training Center Board Room
1 Fire Authority Road
Irvine, CA 92602-0125**

CALL TO ORDER

A regular meeting of the Orange County Fire Authority Board of Directors was called to order on September 28, 2017, at 6:00 p.m. by Chair Swift.

INVOCATION

Senior Chaplain Dave Keehn offered the invocation.

PLEDGE OF ALLEGIANCE

Director Bartlett led the Assembly in the Pledge of Allegiance to the Flag.

ROLL CALL

Lisa Bartlett, County of Orange
Ellery Deaton, Seal Beach
Melissa Fox, Irvine
Craig Green, Placentia
Shelley Hasselbrink, Los Alamitos
Gene Hernandez, Yorba Linda
Joe Muller, Dana Point
Bill Nelson, Villa Park
Don Sedgwick, Laguna Hills
Michele Steggell, La Palma
Tri Ta, Westminster

Tim Brown, San Clemente
Sergio Farias, San Juan Capistrano
Carol Gamble, Rancho Santa Margarita
Dave Harrington, Aliso Viejo
Noel Hatch, Laguna Woods
Robert Johnson, Cypress
Al Murray, Tustin
Ed Sachs, Mission Viejo
Dave Shawver, Stanton
Elizabeth Swift, Buena Park
Juan Villegas, Santa Ana

Absent: Leah Basile, Lake Forest
Todd Spitzer, County of Orange

Laurie Davies, Laguna Niguel

Also present were:

Acting Fire Chief Dave Anderson
Assistant Chief Lori Zeller
General Counsel David Kendig
Clerk of the Authority Sherry Wentz

Assistant Chief Brian Young
Assistant Chief Mike Schroeder
Assistant Chief Lori Smith

1. PRESENTATIONS

A. Requests for Commendations and Proclamations

On motion of Director Hernandez and second by Director Ta, the Board of Directors voted unanimously by those present to approve the request as submitted and make presentations to those present. (F: 11.09C)

1. Chair Swift, Acting Fire Chief Dave Anderson, and Division Chief Randy Black recognized Edgar Vazquez for his valiant lifesaving efforts of extracting passengers after a severe rollover vehicular accident. (X: 11.09)
2. Chair Swift and Acting Fire Chief Dave Anderson recognized OCFA's Purchasing Division as the recipient of the National Procurement Institute's 2016 Annual Achievement of Excellence in Procurement Award. (X: 11.09)
3. Chair Swift and Acting Fire Chief Dave Anderson presented the Certificate of Achievement to the Business Services Department – Finance Division, Orange County Fire Authority for Excellence in Financial Reporting by the Government Finance Officers Association of the United States and Canada for its Comprehensive Annual Financial Report. (X: 11.09)

Director Brown arrived at this point (6:10 p.m.).

Director Farias arrived at this point (6:11 p.m.).

Director Villegas arrived at this point (6:11 p.m.).

B. Presentation of OCFA Flag by Firefighter Phillip Chun

Chair Swift, Acting Fire Chief Dave Anderson, and Assistant Chief Brian Young received the American Flag flown during a tour of duty with Army Special Forces in Afghanistan by OCFA probationary firefighter Philip Chun. (F: 11.09)

PUBLIC COMMENTS (F: 11.11)

Stephen Wontrobski, Mission Viejo resident, addressed reducing costs for contract cities and opposition to State Senate Bill No. 302.

CLOSED SESSION (F: 11.15)

CS1. CONFERENCE WITH LABOR NEGOTIATOR

Negotiators:	Peter Brown, Liebert Cassidy and Whitmore
Employee	Orange County Employees' Association
Organization:	
Authority:	Government Code Section 54957.6

CS2. CONFERENCE WITH LABOR NEGOTIATOR

Negotiators: Brigette Gibb, Human Resources Director
Employee Orange County Professional Fire Fighters Association,
Organization: Local 3631
Authority: Government Code Section 54957.6

CS3. CONFERENCE WITH LABOR NEGOTIATOR

Negotiators: Elizabeth Swift, Board Chair; Ed Sachs, Board Vice
Chair; Joe Muller, Budget and Finance Committee
Vice Chair
Unrepresented Employee: Interim Fire Chief
Authority: Government Code Section 54957.6

CS4. PUBLIC EMPLOYEE APPOINTMENT

Title: Interim Fire Chief
Authority: California Government Code Section 54957

CS5. CONFERENCE WITH LEGAL COUNSEL–ANTICIPATED LITIGATION

Authority: Government Code Section 54956.9(c) – Initiation of Litigation (1 case)
regarding Air Operations

General Counsel David Kendig reported the Board would convene to Closed Session to consider the matters on the agenda identified as CS1, and CS3, Conference with Labor Negotiator, CS4, Public Employee Appointment, CS5, Conference with Legal Counsel – Anticipated Litigation. CS2, Conference with Labor Negotiator, was deferred to a future meeting.

Chair Swift recessed the meeting to Closed Session at 6:27 p.m.

Director Harrington arrived at this point (6:35 p.m.).

Chair Swift reconvened the meeting from Closed Session at 7:43 p.m.

CLOSED SESSION REPORT (F: 11.15)

General Counsel David Kendig reported the Board of Directors unanimously approved Patrick McIntosh to be the Interim Fire Chief subject to approval of an employment agreement; otherwise there was no reportable action.

REPORT FROM THE HUMAN RESOURCES COMMITTEE CHAIR (F: 11.12)

Human Resources Chair Hatch reported at the September 5, 2017, Special meeting of the Human Resources Committee, the Committee met in Closed Session to consider one matter of anticipated litigation; there was no reportable action.

REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR (F: 11.12)

As there was no meeting this month, there was no report.

REPORT FROM THE CLAIMS SETTLEMENT COMMITTEE CHAIR (F: 11.12)

As there was no meeting this month, there was no report.

REPORT FROM THE FIRE CHIEF (F: 11.14)

Acting Fire Chief Anderson introduced Assistant Chief Mike Schroeder who reported on the Insurance Service Office (ISO) recent assessment and ratings of the OCFA. Acting Fire Chief Anderson introduced Assistant Chief Young who provided a PowerPoint report on the California Wildland Fires status. Assistant Chief Young introduced Brian Estes, Deputy Fire Chief of the Nevada Yuba Placer Unit CAL FIRE (Incident Management Team #6 Incident Commander), who provided insight into the complex Canyon Fire and the coordination of the five jurisdictional agencies involved.

2. MINUTES

- A. Minutes from the July 13, 2017, Special Board of Directors Meeting (A), Minutes from the July 27, 2017, Regular and Special Board of Directors Meeting (B), Minutes from the August 24, 2017, Special Board of Directors Meeting (C), and Minutes from the August 31, 2017, Special Board of Directors Meeting (D) (F: 11.06)**

On motion of Director Johnson and second by Director Davies, the Board of Directors voted unanimously by those present to approve the minutes of the July 13, July 27, August 24, and August 31, 2017, Board of Directors special and regular meeting's Minutes as submitted.

Directors Bartlett, Deaton, Farias, Muller, Murray, Nelson, Ta, and Villegas were recorded as abstentions, due to their absence from the July 13, 2017, meeting. Directors Brown, Gamble, Harrington, Sedgwick, Steggell, and Ta were recorded as abstentions due to their absence from the July 27, 2017, meeting. Directors Fox, Gamble, Nelson, Sedgwick, and Steggell were recorded as abstentions due to their absence from the August 24, 2017, meeting. Directors Brown, Gamble, Green, Hatch, Muller, Sachs, and Villegas were recorded as abstentions due to their absence from the August 31, 2017, meeting.

3. CONSENT CALENDAR

- A. Amendment to 2017 and 2018 Board Meeting Schedules (F: 11.07) (X: 11.05) (X: 11.03)**

On motion of Director Murray and second by Director Hernandez, the Board of Directors voted unanimously by those present to adopt Resolution No. 2017-06 entitled A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY BOARD OF DIRECTORS TO TEMPORARILY EXPAND THE REGULAR MEETING DATES OF THE BOARD OF DIRECTORS FOR CALENDAR YEAR 2018 AND REMAINDER OF 2017.

B. State Standard Agreement for Fire Protection Services of State Responsibility Areas
(F: 21.13A)

On motion of Director Murray and second by Director Hernandez, the Board of Directors voted unanimously by those present to approve and authorize the Board Chair to sign the Assignment of three-year Cooperative Fire Protection Agreement between the State of California Department of Forestry and Fire Protection and the County of Orange to OCFA.

C. Carryover of FY 2016/17 Uncompleted Projects and First Quarter Budget Adjustment (F: 15.04 16/17)

On motion of Director Murray and second by Director Hernandez, the Board of Directors voted unanimously by those present to authorize the following proposed budget adjustments:

1. Approve a budget adjustment in the General Fund (121) increasing revenues by \$520,739 and expenditures by \$2,373,116.
2. Approve a budget adjustment in the General Fund CIP (12110) increasing expenditures by \$1,288,881.
3. Approve a budget adjustment in the Fire Stations and Facilities Fund (123) increasing expenditures by \$7,814,115.
4. Approve a budget adjustment in the Communications and Information Systems Fund (124) increasing expenditures by \$1,885,180.
5. Approve a budget adjustment in the Fire Apparatus Fund (133) increasing expenditures by \$1,377,240.
6. Approve a budget adjustment in the Structural Fire Entitlement Fund (171) increasing expenditures by \$549,651.
7. Approve a budget adjustment transferring \$2,100,000 from the General Fund (121) to the General Fund CIP (12110) to ensure sufficient fund balance in the fund to complete the projects.

D. Establishment of Designated Staffing Stations and Specialty Pay for Manpower Coordinators (F: 17.04B1)

This item was pulled by OCFA staff for consideration at a future meeting.

END OF CONSENT CALENDAR

4. PUBLIC HEARING(S)

No items.

5. DISCUSSION CALENDAR

A. Interim Fire Chief Limited Term Employment Agreement (F: 17.10A2)

General Counsel David Kendig presented the Interim Fire Chief Limited Term Employment Agreement, and read a summary of its primary terms into the record.

Stephen Wontrobski, Mission Viejo resident, supported the appointment and the need for reform.

On motion of Director Ta and second by Director Hernandez, the Board of Directors voted unanimously by those present to approve the limited term employment agreement for an Interim Fire Chief.

B. Request for Proposal for Full Emergency Services for City of Garden Grove (F: 10.03 GG)

Assistant Chief Schroeder presented the Request for Proposal for Full Emergency Services for the City of Garden Grove.

Discussion ensued regarding the fire proposal deposit and potential financial impacts to the OCFA and member cities.

On motion of Director Hatch and second by Director Ta, the Board of Directors voted by those present to direct staff to prepare a proposal for the City of Garden Grove for a full emergency services agreement.

The motion carried with Director Gamble voting in opposition.

BOARD MEMBER COMMENTS (F: 11.13)

Director Shawver commented on the non-OCFA helicopter accident at Fullerton Airport.

Director Villegas reported on firefighters providing great service when responding to a significant industrial fire in Santa Ana.

Director Sedgwick reported attending along with Chair Swift, a meeting with the Federal Emergency Management Agency Grant Administrator in Washington, D.C.

Director Murray reported visiting Washington D.C., meeting with Congresswoman Mimi Walters. He welcomed Interim Fire Chief McIntosh on his return to the OCFA and his new role.

Director Johnson noted attending the September 11 Memorial event at Fire Station 17 (Cypress).

Director Gamble welcomed Interim Fire Chief McIntosh.

Director Hernandez reported visiting Washington D.C., and meeting with Congresswoman Mimi Walters. He welcomed both newly appointed Interim Fire Chief Patrick McIntosh, and Human Resources Manager Tamaryn Boston.

Chair Swift noted attending the September 11 Memorial event at the Regional Fire Operations and Training Facility. She also reported touring the Fire Stations within Division 5, traveling to Washington D.C. to meet with Congresswoman Mimi Walters, Congressmen Ed Royce and Lou Correa, and complemented Legislative Analyst Jay Barkman for the coordination of the various meetings.

ADJOURNMENT – Chair Swift adjourned the meeting in memory of retired Battalion Chief Mike McCoy who passed away on September 25, 2017. The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for Thursday, October 26, 2017, at 6:00 p.m.

Sherry A.F. Wentz, CMC
Clerk of the Authority



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
October 26, 2017

Agenda Item No. 3A
Consent Calendar

**Acceptance of 2017 Department of Homeland Security/Federal Emergency
Management Agency's Urban Search & Rescue Readiness Cooperative
Agreement Funding**

Contact(s) for Further Information

Brian Young, Assistant Chief
Operations Department

brianyoung@ocfa.org

714.573.6014

Mike Petro, Battalion Chief
US&R Program Manager

mikepetro@ocfa.org

949.837.7468

Summary

This item is submitted for approval and acceptance of the 2017 Readiness Cooperative Agreement funding from the Department of Homeland Security/Federal Emergency Management Agency's (DHS/FEMA) National Urban Search and Rescue (US&R) Program.

Prior Board/Committee Action

Budget and Finance Committee Recommendation: *APPROVE*

At its regular October 11 2017, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

RECOMMENDED ACTION(S)

To continue funding Urban Search & Rescue/California Task Force 5 it is recommended that the Board:

1. Approve and adopt the proposed Resolution entitled A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY BOARD OF DIRECTORS ACCEPTING THE FEMA NATIONAL URBAN SEARCH AND RESCUE (US&R) PROGRAM COOPERATIVE AGREEMENT TO PURCHASE US&R EQUIPMENT AND SUPPLIES, MAINTENANCE AND REPAIR OF US&R EQUIPMENT, TRAINING, AND PROGRAM ADMINISTRATION to accept the Department of Homeland Security/Federal Emergency Management Agency's Grant Readiness Cooperative-Agreement funding.
2. Direct staff to increase revenue and appropriations in the amount of \$1,255,013 in the General Fund (Fund 121).

Impact to Cities/County

Not Applicable.

Fiscal Impact

\$1,255,013 increase in General Fund (Fund 121) revenue and appropriations in the FY 2017/18 budget.

Background

California Task Force 5 (CA TF-5), located in Orange County and sponsored by the Orange County Fire Authority, is one of 28 National US&R Task Forces. CA TF-5 has used past Cooperative Agreement funds and activation reimbursements to equip and train the task force members for various missions, including but not limited to: rescuing victims in collapsed structures, responding to natural disasters, and attacks by weapons of mass destruction/terrorist responses.

Currently, CA TF-5 maintains a response capability that includes apparatus and equipment supply inventory worth approximately \$8 million. There is also a personnel cadre of over 220 members, composed of a civilian element of structural engineers, disaster canines, and physicians, as well as firefighters from the participating agencies of Anaheim, Orange, and the OCFA.

DHS/FEMA has authorized an initial funding of \$1,161,013 to each US&R Task Force for the administration of an approved National Urban Search and Rescue Response System. In addition to the initial funding that has been awarded to each US&R Task Force, an additional \$94,000 has been awarded to CA TF-5 for the Task Force members that participate and support the national program in leadership positions. Total grant funding for CA TF-5 is as follows:

Grant Funding Component	Component Amount	Total Grant Funding
<i>Base funding provided to each US&R Task Force:</i>		
• Administration	\$350,603	
• Training (including travel expenses)	221,101	
• Equipment/Cache (acquisition, modifications)	188,788	
• Storage and Maintenance	400,521	
<i>Subtotal</i>		\$1,161,013
<i>Additional funding components provided to CA TF-5 only:</i>		
• Administration - National US&R Logistics Leader	12,000	
• Administration - Two National Incident Support Team Leaders	12,000	
• Administration - Deputy Operations Leader	4,000	
• Administration - Documentation Sub Group Leader	4,000	
• Administration - National Task Force Representative and Grants Meeting	50,000	
• Administration - National Incident Support Team Representative	12,000	
<i>Subtotal</i>		\$94,000
Total Grant Funding Awarded to CA TF-5		\$1,255,013

The final total of \$1,255,013 for CA TF-5 is the seventh highest total provided to any National US&R Team. The Cooperative Agreement funding continues the development and maintenance of the National US&R Response System resources to be prepared to provide qualified, competent US&R personnel in support of all US&R activities/incidents under the Federal Response Plan.

This Cooperative Agreement funding is available for use beginning October 1, 2017, through September 29, 2020.

Attachment(s)

Proposed Resolution

RESOLUTION NO. 2017-XX

**A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY
BOARD OF DIRECTORS ACCEPTING THE FEMA NATIONAL URBAN
SEARCH AND RESCUE (US&R) PROGRAM COOPERATIVE
AGREEMENT TO PURCHASE US&R EQUIPMENT AND SUPPLIES,
MAINTENANCE AND REPAIR OF US&R EQUIPMENT, TRAINING,
AND PROGRAM ADMINISTRATION**

WHEREAS, the Orange County Fire Authority is one of only 28 agencies in the country selected to participate in the Federal Emergency Management Agency's (FEMA's) National Urban Search and Rescue (US&R) Response System, and

WHEREAS, OCFA entered into a tri-party agreement with FEMA and California's Office of Emergency Services (Cal OES), who provides oversight and additional support for the program, and

WHEREAS, currently Orange County US&R/CA Task Force 5 maintains a response capability including apparatus and equipment supply inventory worth approximately \$8 million, and

WHEREAS, Orange County US&R/CA Task Force 5 maintains a personnel cadre of over 220 members that includes a civilian element of structural engineers, disaster search canines, physicians, as well as firefighters from the participating agencies of Anaheim, Orange, and the OCFA, and

WHEREAS, FEMA has authorized a funding award of \$1,255,013 which is available for use beginning October 1, 2017, through September 29, 2020, for preparedness issues related to the Urban Search and Rescue Program.

NOW, THEREFORE BE IT RESOLVED, that the Board of Directors of the Orange County Fire Authority does hereby resolve to accept the FEMA US&R Cooperative Agreement to be utilized for such things as procurement of US&R equipment and supplies, maintenance and repair of US&R equipment, training, and program administration. Additionally, these funds can be used for associated travel expenses for task force personnel to attend US&R related training courses, exercises, meetings, and for the management and administration of US&R activities. This includes expenses relating to task force maintenance, development, record-keeping, and correspondence.

PASSED, APPROVED, AND ADOPTED this 26th day of October 2017.

ELIZABETH SWIFT, CHAIR
Board of Directors

ATTEST:

SHERRY A. F. WENTZ, CMC
Clerk of the Authority



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
October 26, 2017

Agenda Item No. 3B
Consent Calendar

Budget Adjustment and Award of RFP JA2172 for Extrication Tools

Contact(s) for Further Information

Brian Young, Assistant Chief
Operations Department

brianyoung@ocfa.org

714.573.6014

Ken Cruz, Division Chief

kencruz@ocfa.org

714.573.6761

Summary

This agenda item is submitted for approval of funding for the purchase of gas powered hydraulic extrication rescue tools from Municipal Emergency Services, Inc.(MES), the number one ranked firm in the Request for Proposals (RFP) process.

Prior Board/Committee Action

Budget and Finance Committee Recommendation: *APPROVE*

At its regular October 11, 2017, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

RECOMMENDED ACTION(S)

To approve funding for the purchase of updated extrication tools used to free victims from vehicles after vehicular accidents, it is recommended that the Board:

1. Approve a budget adjustment in the General Fund CIP (12110) increasing expenditures by \$666,293 for the purchase of Extrication tools.
2. Approve and authorize the Purchasing Manager to issue a purchase order for the initial purchase of 19 sets of extrication rescue tools to Municipal Emergency Services, Inc., in the amount of \$666,293 (amount includes tax).
3. Approve and authorize the Purchasing Manager to issue a blanket order for a three-year term to Municipal Emergency Services, Inc., for annual preventative maintenance for a not-to-exceed amount of \$40,665 over the three-year term (\$13,555 annually).
4. Approve and authorize the Purchasing Manager to utilize the contract pricing for future budgeted purchases of extrication tools during the term of the contract.

Impact to Cities/County

The proposed adjustments to the FY 2017/18 budget will have no impact to cash contract city charges.

Fiscal Impact

Approval of the requested adjustment will increase appropriations in the General Fund CIP (12110) by \$666,293. Funding for the annual preventative maintenance cost is included in the approved FY 2017/18 budget.

Background

Extrication tools, commonly referred to as “Jaws of Life” or “Rescue Tool”, are most frequently used by firefighters to assist in the removal of victims from vehicles after vehicular accidents. Extrication tool sets typically include hydraulically-operated tools that consist of a spreader, cutter, push/pull ram, telescoping rams of various lengths, and a power unit. OCFA’s current fleet of extrication tools range from 12 to 25 years in age and are in need of replacement. The existing extrication tools have become increasingly incapable of cutting through the newer forms of ultra-high strength alloys and composite metals being used in vehicles manufactured in recent years causing equipment failures such as broken blades and cutter stalls. Most extrication tool manufacturers recommend replacement every ten years. The replacement of the current extrication tools will provide increased efficiency and effectiveness, resulting in improved patient outcomes.

The need for updated extrication tools was established by the Equipment Committee more than a year ago, when the Committee first sought grant funding for the purchase through the Assistance to Firefighters Grant Program. Recently, we learned that we were not successful in our grant request; however, the need for updated tool complements remains. Staff conducted a competitive procurement process to replace the extrication tools.

RFP Process

On January 4, 2017, RFP JA2172 was issued for the purchase of gas powered hydraulic extrication tools. Representatives from six companies attended the non-mandatory pre-proposal meeting and five firms (Fire Etc., LN Curtis & Sons, Municipal Emergency Services, Fire Service Specification & Supply, and Diamondback Fire & Rescue) submitted proposals on or before the January 26, 2017, deadline. Additional information about the evaluation process is provided in Attachment 1.

Conclusion and Recommendation for Award

Based upon the evaluation results and the Best and Final Offer, staff is recommending award of contract to Municipal Emergency Services, Inc., for the initial purchase of new extrication tool sets in the amount of \$666,293. Staff is also requesting approval to establish an annual blanket order contract for the annual preventative maintenance of the extrication tools in the amount of \$13,555 annually or \$40,665 for a three-year period. In addition, staff is requesting approval to utilize the contract pricing for the purchase of any additional extrication tools that are budgeted during the term of the contract. It should be noted that while this award is based on a competitive solicitation process, in order to standardize equipment future purchases will become sole source.

With an appropriation of approximately \$666,293, the OCFA can replace the entire complement of extrication tools on all trucks currently equipped, and provide additional sets for training and back-up.

Attachment(s)

1. Summary of Evaluation Process and Results
2. Municipal Emergency Services Proposal Submission (on file in the Office of the Clerk and available upon request)

**Orange County Fire Authority
JA2172 – Gas Powered Hydraulic Extrication Tools**

Evaluation

An evaluation team consisting of two Battalion Chiefs, one Fire Captain, one Fire Apparatus Engineer, and one staff member from the Service Center evaluated the written proposals. Each proposal was evaluated based on the criteria and point structure as defined in the RFP: statement of qualifications (10), project approach/scope of work (10), technical specifications (35), references (5), overall responsiveness (5), and proposed cost (25). Fire Etc., was deemed non-responsive as they did not submit all of the required forms with their proposal. Four companies were invited to participate in an interview/product demonstration (25). Based on the combined scores of the written proposal evaluation and interviews, the top three companies were invited to participate in the equipment field trial (75) for their proposed extrication tools. Eight evaluators were selected from the field to evaluate each extrication tool during the field trial. Each vendor provided one set of extrication tools meeting the RFP specifications and provided the group training on their specific tools. Evaluators then performed hands on training by completing specific tasks with each of the different extrication tools. To keep the evaluations fair, all tasks were performed on four of the same model vehicles. Upon completion of the field trial, a best and final offer was requested from the highest ranked firm, Municipal Emergency Services offering the Genesis Extrication Tool System.

Best and Final Offers

As a result of the Best and Final Offer request, Municipal Emergency Services offered a reduction to the unit prices of each extrication tool from their original proposal. The reduction in price resulted in savings of approximately 3% per rescue tool set. In addition, MES also offered to include one loaner set of tools to the Service Center, at no charge to OCFA, for the duration of the contract.

Scoring

Final evaluation scores, including BAFO pricing, resulted in Municipal Emergency Services (offering Genesis Extrication Tools) as the overall number one ranked firm, as shown on the following pages.

Orange County Fire Authority
JA2172 – Gas Powered Hydraulic Extrication Tools

Evaluation Scoring Summary

	Municipal Emergency Services Genesis Rescue Systems					Fire Service Specification & Supply Holmatro				
Total Proposal Cost	\$706,957.91*					\$443,356.77				
Evaluator #	1	2	3	4	5	1	2	3	4	5
A. Overall Responsiveness (5)	5	5	4	4.5	2.5	4.25	5	4	5	2.5
B. Statement of Qualifications (10)	10	10	8	7	10	10	9	8.5	9	10
C. References (5)	5	5	2.5	5	2.5	5	4.5	2.5	5	2.5
D. Project Approach/Scope of Work (10)	10	10	9	7	10	9	9	8	9	9.5
E. Technical Specifications (35)	28	35	28	31.5	30	28	35	28	31.5	30
F. Warranty/Maintenance Services (10)	10	10	9	6	10	5	10	8	8	10
G. Proposed Costs (25)	15.83	15.83	15.83	15.83	15.83	25	25	25	25	25
H. Interviews (25)	-	20	17.5	21.25	-	-	25	25	25	-
I. Field Trial (75)	60.85	60.85	60.85	60.85	60.85	42.75	42.75	42.75	42.75	42.75
Total Points	144.68	171.68	154.68	158.93	141.68	129	165.25	151.75	160.25	132.25
Proposal Ranking	1	1	1	2	1	2	2	2	1	2
Sum of Proposal Rankings	6					9				

*Best and Final Offer pricing based on increased quantities

	LN Curtis & Sons Hurst					Diamondback Fire & Rescue Amkus				
Total Proposal Cost	\$620,318.71					\$583,778.73				
Evaluator #	1	2	3	4	5	1	2	3	4	5
A. Overall Responsiveness (5)	4.5	5	4	5	2.5	2	4.5	3.5	5	0
B. Statement of Qualifications (10)	10	10	8	8	10	7	10	7	7	10
C. References (5)	5	5	2.5	5	2.5	3	5	2.5	5	2.5
D. Project Approach/Scope of Work (10)	9	9	7	9	9.5	5	10	8	9	10
E. Technical Specifications (35)	28	35	28	31.5	30	17.5	28	24.5	31.5	10
F. Warranty/Maintenance Services (10)	8	10	7	8.5	10	8	10	7	8	10
G. Proposed Costs (25)	17.87	17.87	17.87	17.87	17.87	18.99	18.99	18.99	18.99	18.99
H. Interviews (25)	-	20	18.75	17.50	-	-	10	10	10	-
I. Field Trial (75)	37	37	37	37	37	-	-	-	-	-
Total Points	119.37	148.87	130.12	139.37	119.37	61.49	96.49	81.49	94.49	61.49
Proposal Ranking	3	3	3	3	3	4	4	4	4	4
Sum of Proposal Rankings	15					20				

Orange County Fire Authority
JA2172 – Gas Powered Hydraulic Extrication Tools

Unit Pricing per Each Extrication Tool

	Municipal Emergency Services		Fire Service Spec. & Supply	LN Curtis & Sons	Diamondback Fire & Rescue
	Genesis Rescue Systems		Holmatro	Hurst	Amkus
	Proposal Pricing	BAFO Pricing	Proposal Pricing	Proposal Pricing	Proposal Pricing
Gas Power Unit	\$5,768.00	\$5,646.15	\$4,420.00	\$5,906.27	\$7,766.00
Spreader	\$7,000.00	\$6,757.69	\$4,312.00	\$6,152.19	\$6,452.00
Curved Blade Cutter	\$6,336.00	\$6,119.23	\$3,516.00	\$4,554.06	\$6,314.00
Straight Blade Cutter (Item Deleted)	\$2,304.00	-	\$2,065.00	\$4,554.06	\$1,400.00
16/31 Telescoping Ram (Item Added)	-	\$3,465.38	-	-	-
19/51 Telescoping Ram	\$6,216.00	\$6,003.85	\$2,659.00	\$3,905.98	\$2,409.00
Push/Pull Ram	\$2,384.00	\$2,242.31	\$1,934.00	\$2,592.31	\$2,231.00
Ram Accessory Kit	\$1,424.00	\$1,215.38	\$1,407.00	\$901.31	\$987.00
Hydraulic Hoses	\$1,200.00	\$1,153.85	\$486.00	\$944.99	\$942.00
Extended Warranty	N/A	N/A	N/A	\$6,499.00	N/A
Annual Preventative Maintenance	\$15,215.00	\$13,555.00	\$15,725.00	\$10,710.00	\$8,415.00

*BAFO Pricing resulted in savings of approximately 3% per rescue tool set.



Municipal Emergency Services, Inc.
4343 Viewridge Ave # A
San Diego, CA 92123
602-402-3668

January 25th, 2017

Orange County Fire Authority
James Aguila, Assistant Purchasing Agent, OCFA Purchasing Department
1 Fire Authority Road
Irvine, CA 92602

Subject: Attachment A- Letter of Transmittal for RFP JA2172

The company responding to RFP JA2172 is Municipal Emergency Services, Inc., also referred to as MES.

Executive Summary:

If MES is selected as the successful bidder, we are prepared to comply with all requirements set forth by the Orange County Fire Authority RFP JA2172. Our proposal shall remain valid for not less than one hundred and eighty (180) days from 1-26-2017.

About MES

Municipal Emergency Services, Inc. (MES) is the largest distributor of firefighting equipment to fire departments and first responders in the United States. Our team has over 8,000 hours of first responder training and we are the largest dealer for Genesis Rescue Systems in the United States. Currently MES serves over 20,000 fire departments nationwide through 138 outside sales representatives and we hold several contracts to provide Genesis Rescue Systems in large Metro areas across the U.S. With sales exceeding \$3 million annually.

Financial Details:

MES is the largest distributor of first responder products in the United States. The company operates on revenues of over \$125MM per year. We maintain favorable status with all of our suppliers and have an excellent credit history with them. MES is financially capable of supplying the equipment requested on this bid.

ATTACHMENT B: OFFEROR'S INFORMATION

Please complete and/or provide all requested information. If the proposal is submitted by a corporation, please provide an additional attachment that states the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign. If the proposal is by a partnership or a joint venture, state the names and addresses of all general partners and joint venture parties. If the respondent is a sole proprietorship or another entity that does business under a fictitious name, the proposal shall be in the real name of the respondent with a designation following showing "DBA (the fictitious name)," provided however, that no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

The undersigned, as respondent, declares that all documents regarding this proposal have been examined and accepted and that, if awarded, will enter into a contract with the Orange County Fire Authority.

FIRM'S LEGAL NAME: Municipal Emergency Services Inc.

FIRM PARENT OR OWNERSHIP: Same as above

ADDRESS: 4343 Viewridge Ave # A, San Diego, CA 92123

FIRM TELEPHONE #: 602-402-3668

FIRM FAX #: 1-866-333-5907

FIRM'S TAX I.D. NUMBER: 65-1051374

INCORPORATED: YES ☒ NO ☐

LEGAL FORM OF COMPANY: (partnership, corporation, joint venture): C Corporation

LENGTH OF TIME YOUR FIRM HAS BEEN IN BUSINESS: 15 Years

LENGTH OF TIME AT CURRENT LOCATION: California Branch- 7 Years

NUMBER OF EMPLOYEES: 300

NUMBER OF CURRENT CLIENTS: Over 1,000

Management person responsible for direct contact with the Orange County Fire Authority and service required for this Request for Proposal (RFP).

NAME: Barry Richardson

TITLE: Regional Vice President

TELEPHONE #: 602-402-3668

E-MAIL: brichardson@mesfire.com

Person responsible for the day-to-day servicing of the account.

NAME: Bill Zamudio

TITLE: Account Manager

TELEPHONE #: 858-715-4639

E-MAIL: bzamudio@mesfire.com



Municipal Emergency Services, Inc.
4343 Viewridge Ave # A
San Diego, CA 92123
602-402-3668

January 25th, 2017

Orange County Fire Authority
James Aguila, Assistant Purchasing Agent, OCFA Purchasing Department
1 Fire Authority Road
Irvine, CA 92602

Subject: Attachment B- Corporation Officer and Signer Information

MES Fire is classified as a C Corporation, and the following individuals are officers of the company and have corporate authorization to provide a proposal and sign an agreement on behalf of the corporation, Municipal Emergency Services, Inc.

Barry Richardson
Regional Vice President
Mobile: 602-402-3668
Toll Free Fax: 866-333-5907
E Mail: brichardson@mesfire.com

David Mooney
Vice President, Western Zone
Mobile: 360-953-7773
E Mail: dmooney@mesfire.com

John Skaryak
Vice President Sales & Marketing
Mobile: 704-236-7161
E Mail: jskaryak@mesfire.com

Thomas Hubregsen
President
Office: 203-364-0620
E Mail: thubregsen@mesfire.com

ATTACHMENT C: CERTIFICATION OF PROPOSAL

In responding to **RFP JA2172 – Gas Hydraulic Extrication Tools**, the undersigned Offeror(s) agrees to provide services for OCFA per the specifications. Offeror further agrees to the terms and conditions specified herein the following terms and conditions that are a part of this proposal and any resulting contract. If there are any exceptions they must be stated in an attachment included with the offer.

- A. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to legally bind the Offeror to the Contract. Signature below verifies that the Offeror has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda.
- B. The submission of the offer did not involve collusion or other anti-competitive practices.
- C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
- D. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
- E. The Offeror complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion.

INDEPENDENT PRICE DETERMINATION:

I certify that this offer is made without prior understanding, arrangement, agreement, or connection with any corporation, firm or person submitting an offer for the same services, and is in all respects fair and without collusion or fraud. I certify that I have not entered into any arrangement or agreement with any Orange County Fire Authority public officer. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this offer and certify that I am authorized to sign this agreement for the offeror.

TO THE ORANGE COUNTY FIRE AUTHORITY:

The Undersigned hereby offers and shall furnish the equipment in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as fully set forth herein. The representations herein are made under penalty of perjury.

NAME OF FIRM: Municipal Emergency Services Inc.

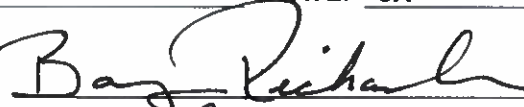
ADDRESS: 4343 Viewridge Ave # A

CITY: San Diego

STATE: CA

ZIP CODE: 92123

**SIGNATURE OF PERSON
AUTHORIZED TO SIGN:**



DATE: 1-25-2017

PRINTED NAME: TITLE:

Barry Richardson
Regional Vice President

ATTACHMENT D: PARTY AND PARTICIPANT DISCLOSURE FORMS

Campaign Contributions Disclosure: In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Boards of Directors, Offeror is required to complete the attached Party and Participant Disclosure Forms and submit as part of the proposal, **if applicable**.

Offeror is required to submit only one copy of the completed form(s) as part of its proposal. This/these form(s) should be included in the original RFP. The Offeror and subcontractors must complete the form entitled "Party Disclosure Form". Lobbyists or agents representing the Offeror in this procurement must complete the form entitled "Participant Disclosure Form". Reporting of campaign contributions is a requirement from the proposed submittal date up and until the OCFA Board of Directors takes action.

**ORANGE COUNTY FIRE AUTHORITY
BOARD OF DIRECTORS**

Gene Hernandez, Chairman
City of Yorba Linda

Dave Harrington, Director
City of Aliso Viejo

Joseph Muller, Director
City of Dana Point

Michele Steggell, Director
City of La Palma

Laurie Davies, Director
City of Laguna Niguel

Leah Basile, Director
City of Lake Forest

Ed Sachs, Director
City of Mission Viejo

Carol Gamble, Director
City of Rancho Santa Margarita

***TBD**
City of San Juan Capistrano

***TBD**
City of Seal Beach

Al Murray, Director
City of Tustin

Tri Ta, Director
City of Westminster

Todd Spitzer, Director
County of Orange

Elizabeth Swift, Vice Chairman
City of Buena Park

Rob Johnson, Director
City of Cypress

Jeffrey Lalloway, Director
City of Irvine

Don Sedgwick, Director
City of Laguna Hills

Noel Hatch, Director
City of Laguna Woods

Shelley Hasselbrink, Director
City of Los Alamitos

Craig Green, Director
City of Placentia

Bob Baker, Director
City of San Clemente

Vicente Sarmiento, Director
City of Santa Ana

David John Shawver, Director
City of Stanton

Bill Nelson, Director
City of Villa Park

Lisa Bartlett, Director
County of Orange

*New Board members to be determined

PARTY DISCLOSURE

The attached **Party Disclosure Form** must be completed and submitted by the Offeror and subcontractors with the proposal by all firms subject to the campaign contribution disclosure requirements.

The **Participant Disclosure Form** must be completed by lobbyists or agents representing the Offeror in this procurement.

It is anticipated that a recommendation for award of this contract will be presented to the Board of Directors of the OCFA for approval.

IMPORTANT NOTICE**Basic Provisions of Government Code Section 84308**

- A. If you are an applicant for, or the subject of, any contract award, you are prohibited from making a campaign contribution of more than \$250 to any board member. This prohibition begins on the date the solicitation is initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any board member during the 12-month period preceding the contract award.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual board member during the 12 months preceding the decision on the contract award or proceeding, that board member must disqualify himself or herself from the decision. However, disqualification is not required if the board member returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Party Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.
 - 1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements¹ for use, including all entitlements for land use, all contracts² (other than competitively bid, labor or personal employment contracts), and all franchises.
 - 2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."

3. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors are not aggregated.
4. A list of the members of the Board of Directors is provided in this attachment.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and 2 Cal. Adm. Code Sections 18438-18438.8 as it relates to contract awards.

¹ *Entitlement for the purposes of this form refers to contract award.*

² *All Contracts for the purposes of this form refer to the contract award of this specific solicitation.*

PARTY DISCLOSURE FORMParty's Name: Municipal Emergency Services Inc.Party's Address: 4343 Viewridge Ave # A
San Diego, CA 92123Party's Telephone: 602-402-3668Solicitation Title and Number: RFP JA2172- Extrication Tools

Based on the party disclosure information provided, are you or your firm subject to party disclosures?

No ☒ If no, check the box and sign below.☐ If yes, check the box, sign below and complete the form.Date: January 25th, 2017
Signature of Party and/or Agent

To be completed only if campaign contributions have been made in the preceding twelve (12) months. Attach additional copies if needed.

Board Member(s) to whom you and/or your agent made campaign contributions and dates of contribution(s) in the preceding 12 months:

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

PARTICIPANT (AGENT) DISCLOSURE

The Participant Disclosure Form must be completed by lobbyists or agents representing the Offeror in this procurement. (Please see next page for definitions of these terms.)

It is anticipated that a recommendation for award of this contract will be presented to the Board of Directors of the OCFA for approval.

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

- A. If you are a participant in a proceeding involving any contract award, you are prohibited from making a campaign contribution of more than \$250 to any board member. This prohibition begins on the date you begin to actively support or oppose an application for contract award pending before the OCFA or any of its affiliated agencies, and continues until three months after a final decision is rendered on the application or proceeding by the Board of Directors.

No board member may solicit or accept a campaign contribution of more than \$250 from you and/or your agency during this period if the board member knows or has reason to know that you are a participant.

- B. The attached disclosure form must be filed if you or your agent has contributed more than \$250 to any board member for the OCFA or any of its affiliated agencies during the 12-month period preceding the beginning of your active support or opposition (The disclosure form will assist the board members in complying with the law).
- C. If you or your agent have made a contribution of more than \$250 to any board member during the 12 months preceding the decision in the proceeding, that board member must disqualify himself or herself from the decision. However, disqualification is not required if the member returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a participant in the proceeding.

The Participant Disclosure Form should be completed and filed with the proposal submitted by a party, or should be completed and filed the first time that you lobby in person, testify in person before, or otherwise directly act to influence the vote of the board members of the OCFA or any of its affiliated agencies.

1. An individual or entity is a "participant" in a proceeding involving an application for a license, permit or other entitlement for use if:
 - a. The individual or entity is not an actual party to the proceeding, but does have a significant financial interest in the Authority's or one of its affiliated agencies' decisions in the proceeding.

AND

- b. The individual or entity, directly or through an agent, does any of the following:
 - 1) Communicates directly, either in person or in writing, with a board member of the OCFA or any of its affiliated agencies for the purpose of influencing the member's vote on the proposal;
 - 2) Communicates with an employee of the OCFA or any of its affiliated agencies for the purpose of influencing a member's vote on the proposal; or
 - 3) Testifies or makes an oral statement before the Board of Directors of the OCFA or any of its affiliated agencies.
2. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use; all contracts (other than competitively bid, labor, or personal employment contracts) and all franchises.
3. Your "agent" is someone who represents you in connection with a proceeding for this proposed involving a contract award. If an agent acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar business entity or corporation, both the business entity or corporation and the individual are agents.
4. To determine whether a campaign contribution of more than \$250 has been made by a participant or his or her agent, contributions made by the participant within the preceding 12 months shall be aggregated with those made by the agent within the preceding 12 months or the period of the agency, whichever is shorter. Campaign contributions made to different members are not aggregated.
5. A list of the members of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 and 2 Cal. Adm. Code Sections 18438-18438.8.

PARTICIPANT DISCLOSURE FORM

To be completed only if campaign contributions have been made in the preceding twelve (12) months. Attach additional copies if needed.

Prime's Firm Name: _____

Party's Name: _____

Party's Address: _____

Party's Telephone: _____

Solicitation Title and Number: _____

Date: _____

Signature of Party and/or Agent

Board Member(s) to whom you and/or your agent made campaign contributions and dates of contribution(s) in the preceding 12 months:

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

ATTACHMENT E: IRS W-9 FORM

Attach an IRS W-9 Form with submittal

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

MUNICIPAL EMERGENCY SERVICES INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

- ☐ Individual/sole proprietor or single-member LLC
☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

7 POVERTY ROAD 85H BENNET SQUARE (PO BOX 656)

6 City, state, and ZIP code

SOUTHBURY, CT 06488

7 List account number(s) here (optional)

REMIT TO ADDRESS: SUITE 3135, 75 REMITTANCE DRIVE, CHICAGO, IL 60675-3135

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

6 5 - 1 0 5 1 3 7 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Barbara J. Malumphy

Date ▶

1/21/17

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

ATTACHMENT F: STATEMENT OF QUALIFICATIONS

Offerors shall prepare a statement of qualifications that shows the ability, capacity, experience, and skill of the Offeror, their staff, and their employees to provide the equipment and perform the services required within the specified time.

1. Submit a list of customers currently using proposed equipment.
2. What is the earliest guaranteed delivery date for equipment (state in calendar days after receipt of the purchase order)?
3. State the location of the OEM.
4. Does the OEM have a Local Dealer or Representative?

If so, who?

Name:

Address:

Number of Years' Experience providing equipment:

State the number of years continuously representing this OEM?

5. Who will provide warranty repairs for this equipment?

Name:

Address:

Number of Years' Experience:

6. Does the Dealer have a mobile technician?

If so, how many?

If so, is there an additional cost for use?

If so, what is the minimum charge per trip?

7. Does the Dealer or OEM offer tools for temporary use while customer owned tools are being serviced?

If so, is there an additional cost?

If so, what is the minimum charge?

8. List any other services or capabilities that your company may offer?
9. Provide a minimum five (5) references, for projects cited as related experience. At least three (3) of these references are for work performed in the last eighteen (18) months prior to submission of proposal. Each reference must specifically address equipment provided that should be correlated with the requirements of this RFP.

- Agencies name,
- Equipment provided,
- Number of Equipment provided,
- Project dates,
- Agency contact name, title, telephone number and email.



Attachment F: Statement of Qualifications

1. Submit a list of customers currently using proposed equipment. **Please see attached user list.**
2. What is the earliest guaranteed delivery date for equipment (state in calendar days after receipt of the purchase order)? **Earliest delivery time for order is 45 days.**
3. State the location of the OEM. **Location of Genesis Rescue Systems is Kettering, Ohio.**
4. Does the OEM have a Local Dealer or Representative? **Yes**

Name: **Municipal Emergency Services**

Address: **4343 View Ridge Suite A San Diego, CA 92123**

Number of Years' Experience providing equipment: **MES has been providing fire equipment and service since 2002.**

State the number of years continuously representing this OEM? **MES has represented Genesis Rescue Systems since 2013.**

5. Who will provide warranty repairs for this equipment?

Name: **Municipal Emergency Services**

Address: **4343 View Ridge Suite A San Diego, CA 92123**

Number of Years' Experience: **4 years**

6. Does the Dealer have a mobile technician? **Yes**

If so, how many? **2 mobile service technicians**

If so, is there an additional cost for use? **Warranty repairs come at zero cost to OCFA. The only cost to OCFA is the annual rescue tool service.**



If so, what is the minimum charge per trip? **No trip charge will be billed to OCFA for warranty repair. Travel cost is included in price of annual service contract.**

7. Does the Dealer or OEM offer tools for temporary use while customer owned tools are being serviced? **Yes**

If so, is there an additional cost? **No cost for any loaner tools.**

If so, what is the minimum charge? **No charge for loaner tools.**

8. List any other services or capabilities that your company may offer? **MES offers free training for auto extrication. Training administered from a factory representative of Genesis Rescue Systems. If OCFA wants to conduct their own yearly service of their hydraulic tools, Genesis will train your staff to do so at no cost to OCFA.**

9. Provide a minimum five (5) references, for projects cited as related experience. At least three (3) of these references are for work performed in the last eighteen (18) months prior to submission of proposal. Each reference must specifically address equipment provided that should be correlated with the requirements of this RFP.

References:

- Agencies name, **City of Minneapolis**
 - Equipment provided, **C365, S49, P/P Ram, Tele Ram, Outlaw Pump, Battery Combination Tools.**
 - Number of Equipment provided, **12 sets of conventional gas hydraulics, 5 battery tools.**
 - Project dates, **Purchase 2016**
 - Agency contact name, **Capt. Dominic Rigart (612-369-8250)**
-



- Agencies name, **City of Chula Vista**
 - Equipment provided, **C365, S49, 3-stage Ram, P/P Ram, Outlaw Pump, Battery Tool Sets.**
 - Number of Equipment provided, **3 sets of conventional gas hydraulics, battery tools.**
 - Project dates, **Purchased 2016**
 - Agency contact name, **Capt. David Acosta (619-993-0232)**
-
- Agencies name, **Miami Dade Fire & Rescue**
 - Equipment provided, **C365, S49, Tele Ram, PP Ram, Outlaw Pump**
 - Number of Equipment provided, **126 conventional gas hydraulic sets**
 - Project dates, **Purchased 2016**
 - Agency contact name, **LT. Matthew Livingstone (772-285-8300)**
-
- Agencies name, **City of Mesa**
 - Equipment provided, **C365, S49, 3-stage Ram, Outlaw Pump, Battery Tools**
 - Number of Equipment provided, **4 sets conventional gas hydraulics, battery tool**
 - Project dates, **Purchased 2016**
 - Agency contact name, **Equipment Coordinator, Jay Woodward (480-797-1230)**



- Agencies name, **Town of Maricopa**
 - Equipment provided, **C365, S49, 3-stage Ram, Outlaw Pump**
 - Number of Equipment provided, **3 conventional gas hydraulic sets**
 - Project dates, **Purchased 2015**
 - Agency contact name, **Capt. Will Sherwood (480-293-4129)**
-
- Agencies name, **City of San Diego**
 - Equipment provided, **14c Battery Combination Tool**
 - Number of Equipment provided, **25**
 - Project dates, **Purchased 2016**
 - Agency contact name, **Capt. Ahman Grayson (619-218-8549)**
-
- Agencies name, **City of San Francisco**
 - Equipment provided, **Complete Sets of Battery Tools**
 - Number of Equipment provided, **23 Sets**
 - Project dates, **Purchased 2016**
 - Agency contact name, **BC Anthony Rivera (415-439-3783)**

Genesis Rescue
City Reference List

TERITORY/DEALER	STATE	CITY	POPULATION
EMC	MN	Minneapolis FD	392,880
EMC	OK	Oklahoma City FD	599,199
EMC	UT	Salt Lake City FD	189,314
EMC / MES Fire	CA	LA County FD US&R	9,963,000
HRS	OH	Cincinnati City FD	296,550
HRS	VA	Virginia Beach FD	447,021
EMC	IL	Joliet FD	148,268
RSI	FL	Tallahassee FD	186,971
EMC / MES Fire	AZ	Scottsdale FD	223,514
HRS	IN	Gary FD	79,170
HRS	IN	Richmond FD	36,599
EMC / MES Fire	AZ	Mesa FD	452,084
EMC / MES Fire	AZ	Tempe FD	166,842
EMC / MES Fire	AZ	Page FD	7,316
EMC / MES Fire	AZ	Rural/Metro FD	NA
EMC / MES Fire	CA	Big Bear FD	5,116
HRS	MI	Grand Rapids FD	190,411
HRS	OH	Columbus FD	780,000
HRS	OH	Dayton FD	141,000
EMC	FL	Miami Dade FD	2,600,000
EMC / MES Fire	CA	Orange County FD US&R	3,100,000
EMC	GA	Dekalb County FD	713,340
EMC	PA	Pittsburgh FD	305,851
EMC / MES Fire	CA	Chula Vista FD	256,780
EMC / MES Fire	CO	Aurora FD	345,803
EMC / MES Fire	CO	Pueblo FD	108,249
EMC / MES Fire	CA	San Francisco City FD	837,442
EMC / MES Fire	NM	Rio Rancho FD	91,956
EMC / MES Fire	UT	West Jordan FD	110,077
EMC / MES Fire	CA	Sacramento City US&R	479,686
EMC / MES Fire	CA	San Diego City FD	1,356,000
EMC / MES Fire	AZ	Gilbert FD	229,972
EMC / MES Fire	AZ	Chandler FD	249,146
EMC / MES Fire	CO	Breckenridge FD	4,684
EMC / MES Fire	CO	Colorado US&R Task Force 1	NA
EMC / MES Fire	WY	Casper FD	59,628

EMC / MES Fire	WY	Larime FD	31,814
EMC / MES Fire	CA	Atwater / CALFIRE	28,818
EMC / MES Fire	CA	Menlo Park FD	33,071
EMC / MES Fire	CA	Diamond Springs FD	11,037
EMC / MES Fire	OR	Clackamas FD	6,965
EMC / MES Fire	OR	Dallas FD	14,807
EMC / MES Fire	WA	Yakima FD	93,257
EMC / MES Fire	MO	Kalisspell FD	20,972
EMC / MES Fire	WA	Newman Lake FD	39,296
EMC / MES Fire	WA	South Bay FD	25,325
EMC / MES Fire	AZ	Eloy FD	16,996
EMC / MES Fire	AZ	Surprise FD	123,546

ATTACHMENT G: PROJECT APPROACH/SCOPE OF WORK

Project Approach/Scope of Work: Offerors shall provide a detailed response to the following objectives that describes how the Respondent intends to provide the requested services set forth in the Section 2: Scope of Work.

Section 2.8.1 Initial Product Warranties:

- a. Describe the proposed equipment's product warranty that is included with the initial purchase. Include information on the warranty duration, items and services covered under the warranty, and any coverage exclusions.

Section 2.8.2 Extended Warranty:

- a. Describe extended warranty and service options available to OCFA.
- b. Describe the process for initiating warranty related services.
- c. State amount of time in hours before OEM or dealer will respond to any requests for warranty repair.
- d. Provide information on on-site services response times, provisions for loaner equipment, etc.
- e. Provide information on the number of local qualified field technicians available to service OCFA's contract?
- f. State the location of the authorized service center where off-site repairs will take place.
- g. What is the typical turnaround time for equipment sent to the service center for repair?

Section 2.8.3 Preventative Maintenance Program:

- a. Provide information on your firm's preventative maintenance program. Include information on proposed maintenance cycles, included services, exclusions, and any requirements on the part of OCFA.
- b. Identify who will perform maintenance work, and describe how and where preventative maintenance is performed.

Section 2.8.4 Device Repairs:

- a. Include a cost schedule for repairs that fall outside warranty and service agreements. Descriptions should include labor and parts costs schedules.
- b. The proposal should also indicate conditions under which equipment will be repaired on-site or will require shipping to another location, turn-around times for repairs, availability of loaner equipment while equipment is out-of-service, and responsibility for packing and shipping costs and services.

Section 2.9 Implementation Requirements:

- a. **2.8.1 Delivery:** What is the estimated delivery lead time for the initial purchase of 17 Gas Hydraulic Rescue Tool Sets after receipt of Purchase Order?
- b. **2.8.2 Training Requirements:** Describe in detail, your firm's training program. This description shall include, but not be limited to, the training curriculum, estimated time required for each training session, background of instructors and include samples materials appropriate to the training.



ATTACHMENT G: PROJECT APPROACH/SCOPE OF WORK

Section 2.8.1 Initial Product Warranties:

a. Describe the proposed equipment's product warranty that is included with the initial purchase. Include information on the warranty duration, items and services covered under the warranty, and any coverage exclusions. Genesis Rescue Systems offers lifetime warranty against defects in materials and workmanship for lifetime of original ownership. Genesis assumes costs of repair and/or replacement of any defect not meeting standards set forth to manufacture specification. There will be no cost for parts, labor, shipping when deemed a warranted repair. Yearly hydraulic rescue tool service is required to meet guidelines of warranty. Annual service can be conducted either by MES service tech or trained service OCFA member. Items not covered for incidental or consequential use such as; whip hoses, couplers and handles. Cutter blades and spreader tips are covered for life in the event you snap or break one, no questions asked.

Section 2.8.2 Extended Warranty:

- a. Describe extended warranty and service options available to OCFA. No extended warranty needed with Genesis lifetime warranty in place at time of purchase. OCFA required to maintain annual service contract to maintain lifetime warranty.
- b. Describe the process for initiating warranty related services. Genesis has dedicated Operations Manager in each region. Their responsibility includes warranty issue's and taking care of individual needs of each department. Once contact is made that manager will take care of all arrangements for repair and loaner tool. Satisfaction of the customer is paramount.
- c. State amount of time in hours before OEM or dealer will respond to any requests for warranty repair. All repair/warranty issue's will be addressed within 24 hours of notification. Within 24 hours of contact if a service technician can't arrive and address issue's, a loaner tool will be either hand delivered by MES or shipped overnight to OCFA at no cost to OCFA. OCFA maintains tool until your tool is repaired and delivered back to you, loaner service is free of charge.



- d. Provide information on on-site services response times, provisions for loaner equipment, etc. **Warranty and/or out of service equipment, loaner tools are either hand delivered or shipped within 24 hours of contact. If service technicians are out on other service calls the operations manager for Genesis arranges solution to meet needs of agreement. MES has warehouses in CA, CO and AZ which houses equipment for loaner specifically regarding warranty and/or service needs.**
- e. Provide information on the number of local qualified field technicians available to service OCFA's contract? **There are 2 certified technicians available for region of southern California. Technicians information; Brian Little (623-764-5732) and Jerry Swift (480-220-4624).**
- f. State the location of the authorized service center where off-site repairs will take place. **MES has 3 separate locations for service. OCFA service area MES San Diego CA. The other 2 locations are in Tempe AZ and Denver CO.**
- g. What is the typical turnaround time for equipment sent to the service center for repair? **Normal turnaround time for repair within 10-14 business days, if unable to repair onsite.**

Section 2.8.3 Preventative Maintenance Program:

- a. Provide information on your firm's preventative maintenance program. Include information on proposed maintenance cycles, included services, exclusions, and any requirements on the part of OCFA. **MES has a complete full service division dedicated to Genesis Rescue Tools. Maintaining Genesis Lifetime Warranty requires annual service by a certified hydraulic technician. OCFA will decide time of year which, MES will schedule the service and make rounds to each station conducting service. Service Tech will have loaner tools to place on apparatus while service in progress to ensure in-service during service for that company. If OCFA decides on certifying one of their own members, OCFA will**



create their schedule for service to meet their needs.

Identify who will perform maintenance work, and describe how and where preventative maintenance is performed. All service and/or repairs are addressed on location, if repair can't be remedied onsite a loaner tool is issued for department use. Annual service is scheduled in advance, OCFA will choose month best suiting operational needs, MES will repeat service every year maintaining lifetime warranty. OCFA has choice if annual service is conducted in house. Genesis will send a member back to factory for service training.

Section 2.8.4 Device Repairs:

- a. Include a cost schedule for repairs that fall outside warranty and service agreements. Descriptions should include labor and parts costs schedules. Genesis offers a free training program for simple hydraulic tool repair, it's completely OCFA decision if simple wear and tear repairs are conducted in house. Training would offer ability for OCFA to replace couplers, whip hoses, exchange cutter blades, handle guards. Please see attached cost schedule for parts and labor (if OCFA chooses not to do in house basic repairs). Please see attached cost proposal.
- b. The proposal should also indicate conditions under which equipment will be repaired on-site or will require shipping to another location, turn-around times for repairs, availability of loaner equipment while equipment is out-of-service, and responsibility for packing and shipping costs and services. Preference of MES and Genesis Rescue Systems service would consist of on-site repair, if repair cannot be remedied on-site loaner tool will be issued until OCFA tool returned. Turn-around times for off-site repairs average 10-14 days. Loaner tools with 24 hours of notification either hand delivered or shipped to OCFA. MES is responsible for pick up and drop off for loaner and repair tools. If repair needed and deemed incidental all repairs can be handled onsite. MES service van carries full line of replacement parts. If any incidental repair requires shipping OCFA will be responsible for costs.



Section 2.9 Implementation Requirements:

- a.2.8.1 Delivery:** What is the estimated delivery lead time for the initial purchase of 17 Gas Hydraulic Rescue Tool Sets after receipt of Purchase Order? **Delivery of equipment within 60 days. Genesis delivery time is 45 days with receipt of order.**
- b.2.8.2 Training Requirements:** Describe in detail, your firm's training program. This description shall include, but not be limited to, the training curriculum, estimated time required for each training session, background of instructors and include samples materials appropriate to the training. **Genesis will mold the in-service training to meet the needs of OCFA. In-service training consists on use of equipment and daily checks for all 3 shifts. OCFA will determine the length and time required to complete training for your department. Extrication "Train the Trainer" program also available to OCFA at your request. Training would cover all todays latest techniques on bread and butter extrication. Please see attached flyer for training. Jerry Swift heads operations including training for Genesis Rescue Systems. Jerry has traveled to 23 different countries conducting training and dedicated to the program he developed.**



Genesis Rescue Systems Warranty

(This is a Limited Warranty. Please read it carefully)

WHO IS PROTECTED

The Genesis Limited Warranty provides, with few exceptions, that all Genesis Rescue Tools and parts are warranted against defects in materials and workmanship for the lifetime of the tools. If we determine that one of the Rescue Tools is defective, we will, at our option, repair or replace any of the components.

EXCLUSIONS

This Warranty is limited and protects only the original owner and covers all defects in material and workmanship with exceptions specified as follows: (1) damage caused by accident, any unreasonable use or neglect (including the lack of periodic and necessary maintenance), deterioration, wear and tear, or mishandling; (2) damage occurring during shipment (claims should be presented to the carrier); (3) damage to or deterioration of any accessory other than Genesis accessories (4) damage and breakages from failure to follow instructions contained in your owner's manual and use of tools in operations other than reasonable extrication and other rescue; (5) damage resulting from repairs or alterations by someone other than Genesis, or an authorized Genesis Service Center.

TO OBTAIN WARRANTY PERFORMANCE

If your Genesis product ever needs service, write or call your Genesis Service Center. You may be asked to send your unit to the factory for repair. Please do not ship your product without prior authorization. This warranty is exclusive and Genesis makes no other warranty of any kind whatsoever, expressed or implied, with respect to the products sold by it, whether as to merchantability, fitness for a particular purpose or any matter. No distributor, agent, employee, or representative of Genesis has any authority whatsoever, to bind to any affirmation, representation or warranty concerning Genesis products or parts, except as stated herein.

WHO PAYS FOR WHAT

Genesis will pay labor and material for a period of one year and thereafter all material expense for all repairs covered by this warranty, for the lifetime of the equipment, as long as you own and properly maintain and handle the equipment subject to the discussed exclusions. If necessary repairs are not covered by this warranty, or if a unit is examined which is not in need of repair, you will be charged for the repairs or the examination. You must pay any shipping charges incurred in getting your Genesis products to and from an Genesis Service Center, or to the factory.

EXCLUSION OF CERTAIN DAMAGES

Genesis liability is limited to the replacement at our option, of any defective product and shall in no event include incidental or consequential commercial damages of any kind. Some states do not allow limitations on how long an implied warranty lasts and/or do not allow the exclusion of incidental or consequential damages, so the above limitations and exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights which may vary from state to state. The purpose of this exclusive remedy shall be to provide the buyer with repair or replacement of products or parts sold by Genesis which have been found to be defective in materials or workmanship. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as Genesis is willing and able to repair or replace said defective products or parts in the prescribed manner.

PROPOSAL FOR COST SCHEDULE FOR REPAIRS

Part Number	Description	Price Each
ART.106.252.7	PLASTIC WEBER HANDLE GUARD	\$10.00
ART.OSC.BK	BLACK WHIP END	\$95.00
810.181.7	HANDLE STAR KNOB SCREW	\$15.00
284.874.0	D-HANDLE C-365 CUTTER	\$392.00
284.874.0	D-HANDLE ALL-9 CUTTER	\$392.00
285.091.5	D-HANDLE C-236 NXTGEN CUTTER	\$495.00
1062396	SIDE-HANDLE S-53 SPREADER	\$125.00
1060295	TOP-HANDLE S-53 SPREADER	\$320.00
ART.590.200.1	OSC MALE W/ DUST CAP	\$190.00
ART.590.100.2	OSC FEMALE W/DUST CAP	\$210.00
ART.182.303.5	BLADE ALL-9 CUTTER	\$980.00
ART.105.048.5	BLADE C-365 CUTTER	\$980.00
ART.107.850.2	BLADE C-236 NXTGEN CUTTER (WITH INSERT)	\$1,290.00
ART.107.598.3	INSERT C-236 NEXTGEN CUTTER	\$290.00



FREE TRAINING OPPORTUNITY **Company Level Extrication Training**

The entire year of 2017
Genesis Rescue Systems and MES Fire
Is offering complimentary “Company Level” classes.

You pick the topic and provide the vehicles
We will bring the Instructors, equipment and scenarios- **FREE!**

Pick Your Topic

Intermediate / Advanced Stabilization: This class covers basic vehicle preparation, stabilization using cribbing & chocks and moves into Tension Buttress Stabilization using the Kodiak Systems or equipment found on your department apparatus. Once the fundamentals are mastered, vehicles will be placed in precarious positions to test the abilities of the crew. *This class requires a machine on-site capable of positioning vehicles; such as an end-loader.*

Maximizing Hydraulic Tool Use: This class will show rescuers how to utilize the full capabilities of their spreaders, cutters & rams. Evolutions will include: Purchase point techniques on late model automobiles, side wall removal, roof removals, 5th door maneuvers, 3rd door maneuvers, dash lifts & dash roll ups. Tips on what to avoid, coordinating an extrication plan (IAP) & how to handle new exotic metals will also be covered.

“ROLL OVER” Incidents: Simple extrications take a new twist when the car is no longer on all four wheels. This class will deal with handling cars on their roofs, hoods, sides, under larger vehicles and against objects such as barriers, walls and poles. We will cover Tension Buttress Stabilization, 5th door maneuvers, tunneling and floor pan removal.

FREE TRAINING REQUEST FORM

The training conducted will run 4-8 consecutive hours. The maximum students allowed in one class will be 10. One free training class will be provided per department **through Dec 31st 2017**. It is highly recommended that a rescue mannequin is provided for the class. The hosting department should supply at least three, four door vehicles for maximum training opportunities. For additional information, contact Jerry Swift 480-220-4624 Genesis Rescue Systems Regional Operations Manager or your local MES Dealer 480-967-6100

Date: _____ Dates Available for Training: _____

Department Name: _____

Department Address: _____

Location of Training Site: _____

Fire Chief Name: _____ Training Officer: _____

Person In-Charge of Hydraulic Rescue Tools: _____

Name of Person Requesting Class: _____

E-mail Address: _____ Phone Number: _____

TOPIC SELECTION (Check One):

☐ INTERMEDIATE / ADVANCED STABILIZATION

☐ MAXIMIZING HYDRAULIC TOOL USE

☐ ROLL OVER INCIDENTS

☐ AIR-BAG OPERATIONS



EMAIL REQUEST BACK TO JERRY. J.swift@live.com

OR CALL 480-220-4624

VISIT www.GenesisRescue.com to download **FREE** Training Videos!



RFP JA22172 – Extrication Tools

ATTACHMENT H: EQUIPMENT SPECIFICATIONS

ATTACHMENT H: EQUIPMENT SPECIFICATIONS

The purpose of this specification is to establish the minimum requirements for Gas Hydraulic Extrication Tools and related components to be used by the Orange County Fire Authority. It is not the intention of this agency to write out vendors of similar or equal equipment of the types specified. This section describes OCFA expectations for the equipment to be acquired.

PROPOSER RESPONSE TO RFP GUIDELINES

Specification – Proposer’s Response: All proposers are required to indicate whether or not they meet the entirety of each specification by placing a checkmark (✓) in the “Meets specification exactly- YES or NO” space at the end of each numbered section. If the proposer is not going to furnish the item **EXACTLY as is described in this specification**, they must indicate a **NO** (✓) even though they may feel they are providing an alternative item that equals or exceeds the requirements of this specification. For each “EXCEPTION” taken, the proposer must include a detailed technical description of what they will furnish as well as a full explanation of why the exception equals or exceeds the item in the specifications. For scoring purposes this should be written on the lines provided under each section. If more space is needed the proposer should reference the location of the full explanation.

Each proposer is ultimately responsible to ensure that their proposal fully complies with all requirements. All items submitted should be current production year, new, never used and be the manufacturer’s latest design, equipped as specified and include all of the latest features. The equipment offered should conform to the basic requirements listed. All proposals should include all of the manufacturer’s standard items as shown on manufacturer’s printed/published literature.

Exceptions – All exceptions, deviations, or variances from the specifications should be expressly identified and listed on the lines provided under each item. If more space is needed, write the specification item number and notes on a separate sheet. The absence of an explanation in the provided lines may result in a lower overall score and be considered non-compliant. All exceptions will be detailed in explanation to clearly indicate what the proposer is offering. Approved exceptions will not be considered as refusal or reluctance to comply. All indications of “NO” will be considered for the merit of the explanation provided. The total number of “NO” responses will not be considered as negative toward the manufacturer, dealer, or their proposal. “NO” indications WITHOUT EXPLANATION will be considered as unwilling to comply and will be graded as such. Furthermore; if “YES” is indicated and it is otherwise indicated that the specification is not met it will result in a lower overall score. **All exceptions, alternates, or suggested substitutions with an associated cost, whether a cost increase or decrease, should not be documented on the proposal document, but should be submitted along with the Pricing Page uploaded separately.**

Exception Example

The basic warranty for tools and parts should be warranted against defects in materials and workmanship for the lifetime of the tools. A sample of the warranty should be provided with the proposal.

Meets Specifications Exactly: YES _____ NO ✓

**Acceptable
Response**

*If no, explain: Proposer does not offer a lifetime warranty. Our base warranty is three years. Full details can be found on the exceptions Page – **Continue to exception # - 1.0***

**Unacceptable
Response**

*If no, explain: We do not have this warranty **Continue to exception # - 1.0***

3.1 GASOLINE POWERED HYDRAULIC TOOLS

General – Proposal for the Gasoline Powered Hydraulic tools should include the following pieces of equipment at a minimum.

- Power Unit – High Pressure, 10,500 psi, Gasoline Powered
- High Pressure Spreader
- High Pressure Curved Blade Cutter
- High Pressure Lightweight Straight Blade Cutter
- High Pressure 3 Stage Telescoping Ram
- High Pressure Single Piston Push/Pull Ram
- High Pressure Extension Hoses
- Push/Pull Ram Accessory Kit

Each piece of equipment should meet or exceed the requirements of the most current version of NFPA 1936. Failure to meet the NFPA standard must be noted within the explanation space provided under each specified tool below. Testing data, measurements and weights should be shown in the spaces provided for each tool.

The basic warranty for tools and parts including but not limited to blades and tips should be warranted against defects in materials and workmanship for the lifetime of the tools unless otherwise specified within this RFP. A sample of the warranty should be provided with the proposal. Any exceptions to this warranty should be included in response and referenced below.

Meets Specifications Exactly: YES ☒ NO ☐

Explanation if “NO”:

Continue to exception # -

Four Cycle Simultaneous Power Unit			
Length	18	Inches	
Width	18	Inches	
Weight w/ Full Fluids	98.5	lbs.	
Operating Pressure	10,500	PSI	
Fuel Type (Circle All Available)	Gas Yes	Diesel Yes	Electric Yes
Hydraulic Fluid Type	Mineral Oil Hydraulic Fluid		
Engine Make	Honda		
Engine Horse Power	6.5	HP	
Number of Tools Simultaneously	1	or	2 - YES
Coupler Type (Circle One)	Single - YES	or	
NFPA 1936 Compliant	Yes	or	
Noise Production / Decibel Level	3 feet - 86 dB	Full Power	15 feet - 77 dB

- Power unit should be a 4 stroke gasoline motor and produce 10,500 PSI
- The power unit will consist of a hydraulic pump in a reservoir driven by an engine.
- The reservoir capacity must be able to support two tools simultaneously and utilize mineral oil or equivalent.
- The engine may have an electronic ignition for ease of starting and low maintenance requirements.
- The muffler shall have a spark arrestor to limit ignition sources.
- The engine may be outfitted with both electric and pull cord starter.
- The integral generator charges the battery while the engine is running.
- The unit shall be able to provide power to operate two (2) tools simultaneously or one (1) tool in overdrive and shall be equipped with control valves to allow switching from two (2) tool operation to a one (1) tool use in overdrive operation.
- Each tool shall be able to operate independently and be able to obtain full pressure and flow at the same time.
- The power unit shall have two (2) quick-connect couplings with dust caps.
- The couplings shall allow for disconnection and changing of tools under pressure.
- The power unit shall have rubber anti-vibration feet to limit unwanted movement.

Explanation if “NO”:
List competitive advantages: Simo pump equipped w/overdrive feature. Pump w/electric start. Pump uses Honda motor and meets all California emissions. Pump equipped with single OSC coupler. Overdrive feature runs tools twice as fast and builds pressure twice as fast.
<u>Continue to exception # -</u>

Alternate 1 Power Unit - Genesis Outlaw 6.5hp Pump

Four Cycle Simultaneous Power Unit			
Length	18	Inches	
Width	14.8	Inches	
Weight w/ Full Fluids	67	lbs.	
Operating Pressure	10,500	PSI	
Fuel Type (Circle All Available)	Gas - Yes	Diesel Yes	Electric Yes
Hydraulic Fluid Type	Mineral Oil Hydraulic Fluid		
Engine Make	Honda		
Engine Horse Power	6.5	HP	
Number of Tools Simultaneously	1	or	2 - YES
Coupler Type (Circle One)	Single	or	
NFPA 1936 Compliant	Yes	or	
Noise Production / Decibel Level	3 feet - 86 dB	Full Power	15 feet - 77 dB

Specifications

- Power unit should be a 4 stroke gasoline motor and produce 10,500 PSI
- The power unit will consist of a hydraulic pump in a reservoir driven by an engine.
- The reservoir capacity must be able to support two tools simultaneously and utilize mineral oil or equivalent.
- The engine may have an electronic ignition for ease of starting and low maintenance requirements.
- The muffler shall have a spark arrestor to limit ignition sources.
- The engine may be outfitted with both electric and pull cord starter.
- The integral generator charges the battery while the engine is running.
- The unit shall be able to provide power to operate two (2) tools simultaneously or one (1) tool in overdrive and shall be equipped with control valves to allow switching from two (2) tool operation to a one (1) tool use in overdrive operation.
- Each tool shall be able to operate independently and be able to obtain full pressure and flow at the same time.
- The power unit shall have two (2) quick-connect couplings with dust caps.
- The couplings shall allow for disconnection and changing of tools under pressure.
- The power unit shall have rubber anti-vibration feet to limit unwanted movement.

Meets Specifications Exactly: YES X NO

Explanation if "NO":

List competitive advantages: Simo pump standard with overdrive allowing double tool speed which builds pressure twice as fast. Small compact design creates more compartment space. Highest flow rates possible offered of all Genesis pumps, equipped with single connection OSC.

Continue to exception # -

3.3 SPREADER (updated) Genesis S53 Spreader

High Pressure Spreader	Simo	Overdrive
Length	35.2	Inches
Width	11.8	Inches
Depth	8.5	Inches
Weight	45.2	lbs.
Spreading Distance	31.5	Inches
Highest Spreading Force (HSF)	18,277	PSI
Lowest Spreading Force (LSF)	11,870	PSI
Highest Pulling Force (HPF)	14,837	PSI
Lowest Pulling Force (LPF)	8,678	PSI
Time- Fully close to Max Spread	13.2	Seconds
Time – Max Spread to Fully Close	9.1	Seconds
Operating Pressure	10,500	PSI
Coupler Type (Circle One)	Single	or
NFPA 1936 Compliant	Yes	or

Specifications

- The High Pressure Spreading tool shall operate at 10,500 PSI, being consistent with the power unit.
- The tool shall produce a spreading distance of no less than 30 inches
- The tips are to have multi-function surfaces for improved gripping and peeling of different materials.
- The tips are to be removable for ease of repair or replacement but will be locked in place with removable pins.
- **Arms of the tool with removable tips shall accommodate 3/8" chain hooks and lock into place with pins.**
- The arms of the tool shall be made of aluminum alloy and attach with removable links for ease of repair or replace.
- The body of the tool shall be an aluminum alloy for its lightweight, strength and durability. The tool shall have a handle across the center allow easy manipulation.
- The valve/trigger control mechanism must provide a “deadman” actuator whereby the tool stops functioning when finger pressure on the trigger is released.
- The spreader tool shall be protected by a pressure relief valve that prevents it from being over pressurized.

Meets Specifications Exactly: YES X NO

Explanation if “NO”:

List competitive advantages: All Genesis tools offer a variable speed push/button control operation. Spreader tips have variable angle gripping surface with a 3 spikes added to each tip. S53 has a collapsible handle which allows movement in tight to reach areas enhancing rescuer options of positioning. Handle guard ensures no accidental activation.

Continue to exception # -

3.3 SPREADER (updated) Alternate 1 Spreader - Genesis S49 Spreader

High Pressure Spreader	Simo	Overdrive
Length	33.5	Inches
Width	9.7	Inches
Depth	8.2	Inches
Weight	45.2	lbs.
Spreading Distance	28	Inches
Highest Spreading Force (HSF)	13,725	PSI
Lowest Spreading Force (LSF)	11,025	PSI
Highest Pulling Force (HPF)	10,800	PSI
Lowest Pulling Force (LPF)	8,555	PSI
Time- Fully close to Max Spread	13.6	Seconds
Time – Max Spread to Fully Close	9.1	Seconds
Operating Pressure	10,500	PSI
Coupler Type (Circle One)	Single	or
NFPA 1936 Compliant	Yes	or

Specifications

- The High Pressure Spreading tool shall operate at 10,500 PSI, being consistent with the power unit.
- The tool shall produce a spreading distance of no less than 30 inches
- The tips are to have multi-function surfaces for improved gripping and peeling of different materials.
- The tips are to be removable for ease of repair or replacement but will be locked in place with removable pins.
- **Arms of the tool with removable tips shall accommodate 3/8" chain hooks and lock into place with pins.**
- The arms of the tool shall be made of aluminum alloy and attach with removable links for ease of repair or replace.
- The body of the tool shall be an aluminum alloy for its lightweight, strength and durability. The tool shall have a handle across the center allow easy manipulation.
- The valve/trigger control mechanism must provide a “deadman” actuator whereby the tool stops functioning when finger pressure on the trigger is released.
- The spreader tool shall be protected by a pressure relief valve that prevents it from being over pressurized.

Meets Specifications Exactly: YES ☐ NO ☒

Explanation if “NO”: **Spreader meets all specifications except spreading distance, S49 has 28 inches of spreading distance.**

List competitive advantages: **Push/button variable speed control. Lightweight and compact, collapsable side handle, high rated performance ratings. Spreader tips are removable for ease of adding chain package w/hooks.**

Continue to exception # -

High Pressure Curved Blade Cutter		Simo	Overdrive
Length	33.7	Inches	
Width	10.8	Inches	
Depth	9.2	Inches	
Weight	48.3	lbs.	
Max Opening	7.1	Inches	
Max Cutting Force	369,000	PSI	369,000
Time- Fully close to Max Spread	8	Seconds	4
Time – Max Spread to Fully Close	8.8	Seconds	4.4
Operating Pressure	10,500	PSI	10,500
Blade Description	Forged tool steel curved blade design.		
Coupler Type (Circle One)	Single	or	
NFPA 1936 Compliant	Yes	or	
NFPA Test Data: A <u>9</u> , B <u>9</u> , C <u>9</u> , D <u>9</u> , E <u>9</u>			

- The cutter opening shall be no less than 7 inches from tip to tip at full spread.
- The cutting blades shall have a curved design to maximize cutting force
- Operating pressure shall be consistent with power unit and operate at 10,500 psi.
- The cutter blades shall be constructed of forged metal from a solid piece of material providing strength and durability.
- The cutter must provide a “deadman” actuator whereby the tool stops functioning when finger pressure on the trigger is released.
- The cutter shall utilize mineral oil or equivalent as the driving fluid.
- The cutter tool body shall be constructed out of forged aluminum for is lightweight, strength and durability.
- Cutting tool shall have a quick-connect pigtail coupling with dust cap.
- Cutter shall have two handles. One located on the center balance point and one at the rear providing control of the tool. Rear handle should have a guard providing protection to the operator.
- Tool speeds and NFPA testing performance should be documented. NFPA “A”-“E” ratings should meet or exceed a minimum score of eight (8) on each test. Vendor to provide third party NFPA testing verification.

Meets Specifications Exactly: YES X NO

Explanation if “NO”:
List competitive advantages: Highest NFPA rated cutter of any manufacture. Rotatable 360 handle , handle is ergonomically friendly for ease of use. Push/button control allows for precision control of tool in and around the patient during extrication. Cutter has LED lights .
<u>Continue to exception # -</u>

Alternate 1 Cutter: Genesis C365 Cutter

High Pressure Curved Blade Cutter		Simo	Overdrive
Length	31.9	Inches	
Width	10	Inches	
Depth	9.3	Inches	
Weight	48.5	lbs.	
Max Opening	6.9	Inches	
Max Cutting Force	365,000	PSI	365,000
Time- Fully close to Max Spread	8	Seconds	4
Time – Max Spread to Fully Close	8.8	Seconds	4.4
Operating Pressure	10,500	PSI	10,500
Blade Description	Forged tool steel pelican tip curved blade		
Coupler Type (Circle One)	Single	or	
NFPA 1936 Compliant	Yes	or	
NFPA Test Data: A <u>8</u> , B <u>9</u> , C <u>8</u> , D <u>9</u> , E <u>9</u>			

Specifications

- The cutter opening shall be no less than 7 inches from tip to tip at full spread.
- The cutting blades shall have a curved design to maximize cutting force
- Operating pressure shall be consistent with power unit and operate at 10,500 psi.
- The cutter blades shall be constructed of forged metal from a solid piece of material providing strength and durability.
- The cutter must provide a “deadman” actuator whereby the tool stops functioning when finger pressure on the trigger is released.
- The cutter shall utilize mineral oil or equivalent as the driving fluid.
- The cutter tool body shall be constructed out of forged aluminum for is lightweight, strength and durability.
- Cutting tool shall have a quick-connect pigtail coupling with dust cap.
- Cutter shall have two handles. One located on the center balance point and one at the rear providing control of the tool. Rear handle should have a guard providing protection to the operator.
- Tool speeds and NFPA testing performance should be documented. NFPA “A”-“E” ratings should meet or exceed a minimum score of eight (8) on each test. Vendor to provide third party NFPA testing verification.

Meets Specifications Exactly: YES _____ NO **X**

Explanation if “NO”: Cutter meets all specifications except cutter opening, cutter opening

6.9 inches.

List competitive advantages: Second highest NFPA performing cutter on the market.

Rotable 360 degree handle, lights on front of cutter allowing operator a clear view before cutting.

Cutter blades of forged tool steel backed by a lifetime warranty of breaking.

Continue to exception # -

3.5 STRAIGHT BLADE CUTTER Genesis C50 Mini Cutter

High Pressure Lightweight Straight Blade Cutter			Overdrive
Length	13.4	Inches	
Width	2.8	Inches	
Depth	5.2	Inches	
Weight	9.9	lbs.	
Max Opening	1.8	Inches	
Max Cutting Force	31,000	PSI	31,000
Time- Fully close to Max Spread	3.5	Seconds	2.7
Time – Max Spread to Fully Close	3.1	Seconds	2.5
Operating Pressure	10,500	PSI	10,500
Blade Description	Forged tool steel straight serated blade		
Coupler Type (Circle One)	Single	or	
NFPA 1936 Compliant	Yes	or	
NFPA Test Data: A <u>4</u> , B <u>3</u> , C <u>2</u> , D <u>4</u> , E <u>3</u>			

Specifications

- The lightweight straight blade cutter shall operate at 10,500 psi.
- The cutter jaws shall have an opening of at least 1.5 inches.
- The trigger/valve mechanism shall have a “deadman” valve whereby stopping operation when finger pressure is released.
- The body of the cutter shall be made of high strength aircraft grade, aluminum alloy.
- The cutters blade shall be made of forged steel.
- Tool speeds and NFPA testing performance should be documented. NFPA “A”-“E” ratings should meet or exceed a minimum score of six (6) on each test. Vendor to provide third party NFPA testing verification.

Meets Specifications Exactly: YES _____ NO X

Explanation if “NO”: According to bid specification under NFPA minimum score of six on each NFPA "A"-“E” categorized test, unaware of any manufacture meeting this specification for a mini cutter with opening no less than 1.5in.

List competitive advantages: Added capability to hard to reach ares of entrapment around patient. Cutter lightweight, easy to operate with one hand, fine trigger control for accurate cuts. Highest NFPA performance ratings of any mini cutter offered.

Continue to exception # -

3.6 THREE STAGE TELESCOPING RAM Genesis 3-Stage tele-Ram

Three Stage Telescoping Ram	Simo	Overdrive
Length Closed	18.9	Inches
Length Fully Extended	51.6	Inches
Width	8.7	Inches
Depth	4.3	Inches
Weight	38.6	lbs.
Stage 1 Operation Max PSI	60,500	PSI
Stage 2 Operation Max PSI	29,000	PSI
Stage 3 Operation Max PSI	10,200	PSI
Operating Pressure	10,500	PSI
Time – Fully close to Max Spread	41	Seconds
Time – Max Spread to Fully Close	24	Seconds
Coupler Type (Circle One)	Single	or
NFPA 1936 Compliant	Yes	or

Specifications

- The ram shall extend to a distance of no less than 50 inches.
- The extension ram shall have an operating pressure of 10,500 psi and that is consistent with power unit.
- The ram shall provide a “deadman” actuator whereby the tool stops functioning when finger pressure on the trigger is released.
- The ram tool shall have aggressive hardened steel feet for durability, gripping and to minimize slippage.
- The extension ram shall have a quick-connect pigtail with dust cap.
- The ram tool shall have a dual pilot check valve. This is to prevent accidental movement of the piston rod in the event of a loss of power.

Meets Specifications Exactly: YES X NO _____

Explanation if “NO”:

List competitive advantages: Ram offers maximum use of three rams in one. Push/button finger control allows minimal effort to operate ram with little firefighter fatigue.

Continue to exception # -

3.7 SINGLE PISTON PUSH/PULL RAM Genesis Push/Pull 41" Ram

Single Piston Push/Pull Ram	Simo	Overdrive
Length Closed	25.4	Inches
Length Fully Extended	41.5	Inches
Width	4	Inches
Depth	8	Inches
Weight	35.7	lbs.
Max Pushing Force	32,300	PSI
Max Pulling Force	10,300	PSI
Operating Pressure	10,500	PSI
Time – Fully close to Max Extended	18.5	Seconds
Time – Max Extended to Fully Close	9.5	Seconds
Coupler Type (Circle One)	Single	or
NFPA 1936 Compliant	Yes	or

Specifications

- This single piston extension ram should have a minimum open of around 35 inches.
- The operating pressure shall be 10,500 psi and consistent with power unit.
- The ram must provide a “deadman” actuator whereby the tool stops functioning when finger pressure on the trigger is released.
- The ram tool shall have aggressive hardened steel feet for durability, gripping and minimize slippage.
- The extension ram shall have a quick-connect pigtail with dust cap.
- The push/pull ram shall accept accessories to allow attachment of extensions, chain shackles and different size heads.

Meets Specifications Exactly: YES X NO

Explanation if “NO”:

List competitive advantages: Light weight and universal. Only push/pull ram to offer a ram accessory kit with V-heads. Push/button finger controls allow speed of ram to meet rescuer expectation of controlled lift.

Continue to exception # -

3.8 PUSH/PULL RAM ACCESSORY KIT

Accessory Kit for Push/Pull Ram			
Extensions - 3	Yes	or	
Pulling Chain Hooks	Yes	or	
Pulling Adapters	Yes	or	
Heads	Yes	or	

Specifications

The push/pull ram accessory kit shall include the items listed above.

Meets Specifications Exactly: YES X NO

Explanation if "NO":

List competitive advantages: Ram accessory works with both ram and spreader offered in this RFP. Genesis offers a patented V-head with slip-fit which adapts to both bottom and top of ram. The V-head takes the place of rocker panel supports, V-head will pierce rocker channel to exact position and angle of ram for safety and gain point of contact throughout your throw of push.

Continue to exception # -

3.9 HYDRAULIC HOSES

High Pressure Extension Hoses			
Hose Length	32' per section	Feet	
Quantity Proposed per Power Unit	2	Each	
List colors available	Red and Yellow		
Coupler Type (Circle One)	Single - Yes	or	
NFPA 1936 Compliant	Yes	or	

Specifications

- Each hose to be at least 30 feet in length and will be equipped with quick-connect couplings on both ends.
- Couplings to allow disconnect and reconnect tools while system is under pressure.
- The hose shall be equipped with bend restriction device on both ends to alleviate kinking.
- Hose shall be of a single line to allow ease of storage and deployment.
- Hoses should be of the highest quality available from the manufacture.
- Dealer should supply hose specifications and warranty within this proposal

Meets Specifications Exactly: YES X NO

Explanation if "NO":

List competitive advantages: Single line hose offers a light weight alternative to twin line hose. Offered in bright colors easily seen in aluminated nighttime operations. Coaxial hose is NFPA complaint, construction of high density thermoplastic construction with bend resistant fibers.

Continue to exception # -

3.10 WARRANTY

Tools and parts should be warranted against defects in materials and workmanship for the lifetime of the products. Proposal should include all warranty documents for each tool as well as all requirements for maintaining the warranty throughout the life of the products. *(Additional warranty or logistical services that the proposer might provide above and beyond the requirements of this specification should be listed below.)*

Meets Specifications Exactly: YES X NO

Explanation if "NO":

List competitive advantages: Gensis Rescue Tools are lifetime warranted to original owner for lifetime. OCFA to maintain lifetime warranty have rescue tools sewrviced once a year by a certified technician. Technician can be either dealer or department trained personal.

Continue to exception # -

3.11 PARTS

Circle the most appropriate answer:
1. All or most parts are OEM specific and therefore are not available through multiple vendors.
Parts list is included as requested: (Circle one) YES or

For ease of maintenance and parts accessibility, OCFA desires that parts be commercially available through multiple suppliers when possible. If the parts are commercially available it should be noted in the questionnaire. The dealer should provide a full parts list for all equipment specified within this RFP. The parts list should also include any crossover model/item numbers.

Additional Features

Information on additional features, specifications, or capabilities not specifically addressed in the equipment specifications above shall be provided in this section for review and consideration.

Supplemental Documentation

Any supplemental documentation which supports the proposed equipment shall be included in this section. This may include, but is not limited to:

- a. Product specifications
- b. User guides
- c. Configuration guides
- d. Maintenance guides

Genesis
Open & Close times based on 50' hose lengths

Tool	Simo Open	Simo Close	Simo Overdrive Open	Simo Overdrive Close
19-51 3 Stage Ram Art.593.413.3	41	24	21	20
41” Push Pull Art.041.900.1	18.5	9.5	9	8.9
All-9 Cutter Art.593.535.0	8.0	8.8	4.0	4.4
C-365 Cutter Art.105.048.4	8.0	8.8	4.0	4.4
C-236 Cutter Art.106.949.8	7.8	8.0	3.4	3.9
C-50 Mini Cutter Art.283.339.5	3.5	3.1	2.7	2.5
S-53 Spreader Art.105.812.5	13.2	9.1	7.4	7
S-49 Spreader Art.593.363.3	13.6	9.1	8.0	7.8
Decibel Reading	3 Feet	15 Feet		
Mach III Simo Honda GX120 5.5 hp Art.593.509.1	86 dB	77 dB		
Additional Notes: These times may vary based on the type of hose, connections, length of hose and coupler selected.				

ART.011.520.5

GENESIS

RESCUE SYSTEMS

WWW.GENESISRESCUE.COM

PUSH-PULL RAM AND SPREADER ACCESSORY KIT



These kits add a whole new dimension to our selection of rams. All of our ram accessories are designed to do specific jobs making special rescue situations easier.

CONTENTS

ANGLED "V" HEAD	
"X" HEAD	
10" EXTENSION	
5" EXTENSION	
3" SLIP FIT EXTENSION	
SPANNER WRENCH	
PULLING SHACKLES AND PINS	
PULLING ADAPTERS	
10 FOOT CHAIN	
12 FOOT CHAIN	



SPECIFICATIONS



LOOKING FOR TRAINING

ART.059.991.3HE

CERTIFICATIONS

- NFPA 1936:2015 COMPLIANT
- ISO 9001:2008

GENESIS

RESCUE SYSTEMS

WWW.GENESISRESCUE.COM

MACH III OUTLAW WITH ELECTRIC START



This pump features two tool connections and two tool simultaneous use. The Mach III OUTLAW has two separate pumping circuits that operate independently. This pump is available with a Honda gas engine with electric start. The Mach III OUTLAW has our patented Overdrive feature. This feature allows one tool to be used at twice the speed by combining the flow from both pump circuits into one, giving that tool more power to cut or spread.

SPECIFICATIONS

ART.059.991.3HE - 5.5 HP MOTOR

LENGTH(IN/MM) - 17.75/451
 WIDTH(IN/MM) - 17.25/435
 DEPTH(IN/MM) - 25/635

WEIGHT(LBS/KGS) - 96/43.5 WITH FLUID
 OPERATING PRESSURE MAX(Psi/BAR) - 10,500/720
 ENGINE - HONDA 5.5

BATTERY TYPE - 12VDC 18AH

SHIPPING WEIGHT(LBS/KGS) - 106/48
 BOX SIZE(FT3/M3) - 6.25/.177
 BOX DIMENSION(IN/MM) - 24x18x25-610x457x635

ART.059.991.E65 - 6.5 HP MOTOR

LENGTH(IN/MM) - 17.75/451
 WIDTH(IN/MM) - 17.25/435
 DEPTH(IN/MM) - 25/635

WEIGHT(LBS/KGS) - 98.5/44.7 WITH FLUID
 OPERATING PRESSURE MAX(Psi/BAR) - 10,500/720
 ENGINE - HONDA 6.5

BATTERY TYPE - 12VDC 18AH

SHIPPING WEIGHT(LBS/KGS) - 109/49.4
 BOX SIZE(FT3/M3) - 6.25/.177
 BOX DIMENSION(IN/MM) - 24x18x25-610x457x635

Mach III Outlaw

P/N: ART.593.508.1

Technical Report Number

71.308.593

Specifications

Length (in/mm)	18/457
Width (in/mm)	14.8/376
Depth (in/mm)	18.8/478
Weight (lbs/kgs)	67/30.4
Operating Pressure (psi/bar)	10,500/720
Hydraulic Fluid Type	Mineral
Hydraulic Fluid Capacity (gal/l)	1.5/6
Engine Type	6.5 HP Honda
NFPA Compliant	Yes

**Independently Tested
and Certified to
NFPA 1936 by:**



www.tuv-global.com



Features

- Two Tool Connection - Two Tool Simultaneous Use
- Two Separate Pumps that Operate Independently
- World Patented Overdrive Feature Allows One Tool to be Operated at Twice the Speed
- Easy to Read Fluid Sight Glass
- Lightweight and Dependable
- 20 Degree Angle of Operation
- Low Oil level Safety Shut Off
- 2 Safety Bypass Valves Hydraulic fluid

MULTIPLE



CERTIFICATIONS

- NFPA 1936:2015 COMPLIANT
- ISO 9001:2008

GENESIS

RESCUE SYSTEMS

WWW.GENESISRESCUE.COM

SINGLE LINE COAXIAL HOSE



Genesis Single Line Co-axial hose offers the convenience of “hot swapping” of tools. The tools can be changed with the hoses charged. This allows the rescuers to change tools at the end of the hose without relieving the flow of hydraulic fluid at the pump. The “pressure” and the “return” hoses are housed in a single unit, allowing more convenient hose usage and storage.

MATERIAL - THERMOPLASTIC

CSC

ONE STEP COUPLER

Part Number	Description	Weight (lbs - kgs)	Max Pressure PSI - Bar	NFPA Compliant
ART.105.260.2	16' SINGLE LINE COAXIAL HOSE YELLOW	17 - 3.3	10,500-720	Yes
ART.105.260.5	16' SINGLE LINE COAXIAL HOSE RED	17 - 3.3	10,500-720	Yes
ART.105.260.3	32' SINGLE LINE COAXIAL HOSE YELLOW	17 - 5.5	10,500-720	Yes
ART.105.260.6	32' SINGLE LINE COAXIAL HOSE RED	17 - 5.5	10,500-720	Yes
ART.105.260.4	50' SINGLE LINE COAXIAL HOSE YELLOW	17 - 7.7	10,500-720	Yes
ART.105.260.7	50' SINGLE LINE COAXIAL HOSE RED	17 - 7.7	10,500-720	Yes

SPECIFICATIONS



LOOKING FOR TRAINING



INDEPENDENTLY TESTED AND
CERTIFIED TO NFPA 1936 BY:



WWW.TUV-SUD.COM

S53 SPREADER

PART #: ART.105.812.5

CERTIFICATE #: Z2B 14 04 62475 014

NFPA RATING

HSF HIGHEST SPREADING FORCE									>	
LBF	3K	5K	7K	9K	11K	13K	15K	17K		

HSF = 18,277

LSF LOWEST SPREADING FORCE					>	<				
LBF	3K	5K	7K	9K	11K	13K	15K	17K		

LSF = 11,870

HPF HIGHEST PULLING FORCE						>	<			
LBF	3K	5K	7K	9K	11K	13K	15K	17K		

HPF = 14,837

LPF LOWEST PULLING FORCE			>	<						
LBF	3K	5K	7K	9K	11K	13K	15K	17K		

LPF = 8,678

LGTH(IN/MM) - 35.2/895
DTHTH(IN/MM) - 11.8/300
PTH(IN/MM) - 8.5/215
IGHT(LBS/KGS) - 45.2/20.5
ERATING PRESSURE(PSI/BAR) - 10,500/720
READING DISTANCE(IN/MM) - 31.5/800
AX SPREADING FORCE(LBF/KN) - 94,644/421
AX PULLING FORCE(LBF/KN) - 22,480/100
PA 1936 COMPLIANT - YES
PA 1936 LEVEL RATING - N/A
WEST SPREADING FORCE(LBF/KN) - 11,870/52.8
SHEST SPREADING FORCE(LBF/KN) - 18,277/81.3
WEST PULLING FORCE(LBF/KN) - 8,678/38.6
SHEST PULLING FORCE(LBF/KN) - 14,837/66

ADDED VALUE OF NFPA 1936 COMPLIANCE

purchasing a new rescue tool system you are getting a ten year commitment to your department. The system you choose will be in use for at least ten years. Certainly our tools will last much longer than others, but after this period of time new advances will make these tools obsolete. Over this ten year period you will use your rescue system hundreds, if not thousands of times. Each time you go out on a call you need to know your rescue tool system is going to perform as well as it did when it was first purchased.

Content of NFPA 1936

After seven years of work, on August 13, 1999, the NFPA issued NFPA 1936 Standard on Powered Rescue Tools, 1999 Edition. This standard was designed to give fire & rescue departments a better way to purchase rescue tool systems and to guarantee the performance of compliant systems. To be compliant a tool must undergo rigorous testing. The following are a few tests our spreaders had to endure to receive NFPA 1936 compliance.

Spreading and Pulling Performance Test

NFPA needed to address the inconsistencies in specifications published by the various rescue tool manufacturers. Some manufacturers will list forces measured or calculated at points on the spreader that are, for all practical purposes, negligible. Spreading forces published as "per arm" are instantly misleading. Although this manufacturer does instruct you to multiply the published "force per arm" times two, this is what the end user usually does. This is not correct and is one of the reasons NFPA developed a spreading and pulling performance test. This test was devised in order to bring consistency to spreading tool specifications. These tests give your department with legitimate means of purchasing compliant tools. The forces are measured as HSF (highest spreading force) and LSF (lowest spreading force). For pulling they are measured as HPF (highest pulling force) and LPF (lowest pulling force). No longer do you have to compare pulling forces that are achieved in unusable places on the spread, or on the spreader arm. This also ends the blatant misrepresentation of spreading forces listed "per arm".

To test the tool's spreading force is measured 10 times from the end of the tip at 10 uniformly spaced

points, ranging from the closed position to 95% of the maximum opening. The value of the highest point is referred to as the highest spreading force (HSF) and the lowest point as the lowest spreading force (LSF). A similar test is performed to determine the pulling force. This is done by measuring the pulling force at 10 uniformly spaced points, ranging from the full open to 95% of the closed position. The value for the highest point is referred to as the highest pulling force (HPF) and the lowest point as the lowest pulling force (LPF). This gives a very precise way to measure these forces and a meaningful way of comparing them.

Overload Test

To ensure user safety and proof of proper design, the spreader is put through an overload test. This test is done in the spreading and pulling direction of the tool. To test the spreading direction a load of 150 % of the HSF is applied to the tips of the tool for 1 minute. After that a pulling test is performed. A load of 150% of the HPF is applied for 1 minute. After this test the tool is operated and checked for leaks or other defects.

Dynamic Endurance Test

This test is designed to prove the integrity and longevity of the tool. In this test the tool undergoes 1000 continuous operation cycles while under a spreading load equal to 80% of the LSF and while under a pulling load equal to 80% of the LPF. After this test the tool is subjected to a load equal to 110% of the HSF in the spreading direction, then a force equal to 110% of the HPF in the pulling direction. At this time the tool is disconnected from the power unit to simulate a sudden power loss. Any creep of the tool will be measured. The control valve will be operated in all three positions (open, neutral and close) for 3 minutes each. If there is over 5 mm of creep the tool fails the test.

Endurance Test

This test is designed to prove the integrity of the deadman control. The tool is subjected to 5000 cycles at no-load. A cycle is defined as the activation of the control for opening and closing the tool and its release, allowing the control to return to the neutral position.

Overpressurization Relief Device

According to the NFPA 1936 standard, only tools with an extension area of the activating piston rod assembly that is greater than 1.5 times the retract area of the piston rod assembly, is required to have an overpressurization relief device. In general what this means is that usually only hydraulic rams will need this device. As an added feature all Genesis rescue tools come with an over pressurization relief device built into the control assembly. At American Rescue Technology we believe that this relief device is essential to all rescue tools. This device protects the rescuer against catastrophic failures of the tool and personal injury. It is a requirement of NFPA 1936 that the manufacturer publish the performance specifications of each tool in accordance with the standard, therefore if you're considering purchasing new rescue tools be sure to request the NFPA performance specifications of each tool. If they cannot supply you this information rest assured those tools are not NFPA compliant. You should require all rescue tool companies to give detailed performance specifications, printed by the manufacturer, that conform to NFPA 1936. If their tools are not compliant ask why. NFPA 1936 was issued to stop companies from providing misleading performance figures, and help departments purchasing rescue equipment to get a high quality rescue system that performs as specified, from the first day it is put into service until the day it is replaced. This standard was written for you, use it and feel assured.

GENESIS
RESCUE SYSTEMS

2780 CULVER AVE
KETTERING, OHIO 45414
TEL: 1.937.293.6240
FAX: 1.937.293.7049
WWW.GENESISRESCUE.COM

MULTIPLE



CERTIFICATIONS

- NFPA 1936:2015 COMPLIANT
- ISO 9001:2008

GENESIS

RESCUE SYSTEMS

WWW.GENESISRESCUE.COM

SINGLE LINE COAXIAL HOSE



Genesis Single Line Co-axial hose offers the convenience of “hot swapping” of tools. The tools can be changed with the hoses charged. This allows the rescuers to change tools at the end of the hose without relieving the flow of hydraulic fluid at the pump. The “pressure” and the “return” hoses are housed in a single unit, allowing more convenient hose usage and storage.

MATERIAL - THERMOPLASTIC

CSC

ONE STEP COUPLER

Part Number	Description	Weight (lbs - kgs)	Max Pres- sure PSI - Bar	NFPA Compliant
ART.105.260.2	16' SINGLE LINE COAXIAL HOSE YELLOW	17 - 3.3	10,500-720	Yes
ART.105.260.5	16' SINGLE LINE COAXIAL HOSE RED	17 - 3.3	10,500-720	Yes
ART.105.260.3	32' SINGLE LINE COAXIAL HOSE YELLOW	17 - 5.5	10,500-720	Yes
ART.105.260.6	32' SINGLE LINE COAXIAL HOSE RED	17 - 5.5	10,500-720	Yes
ART.105.260.4	50' SINGLE LINE COAXIAL HOSE YELLOW	17 - 7.7	10,500-720	Yes
ART.105.260.7	50' SINGLE LINE COAXIAL HOSE RED	17 - 7.7	10,500-720	Yes

SPECIFICATIONS



LOOKING FOR TRAINING



41” Ram

P/N: ART.041.900.1

Technical Report Number
71.308.593

Specifications

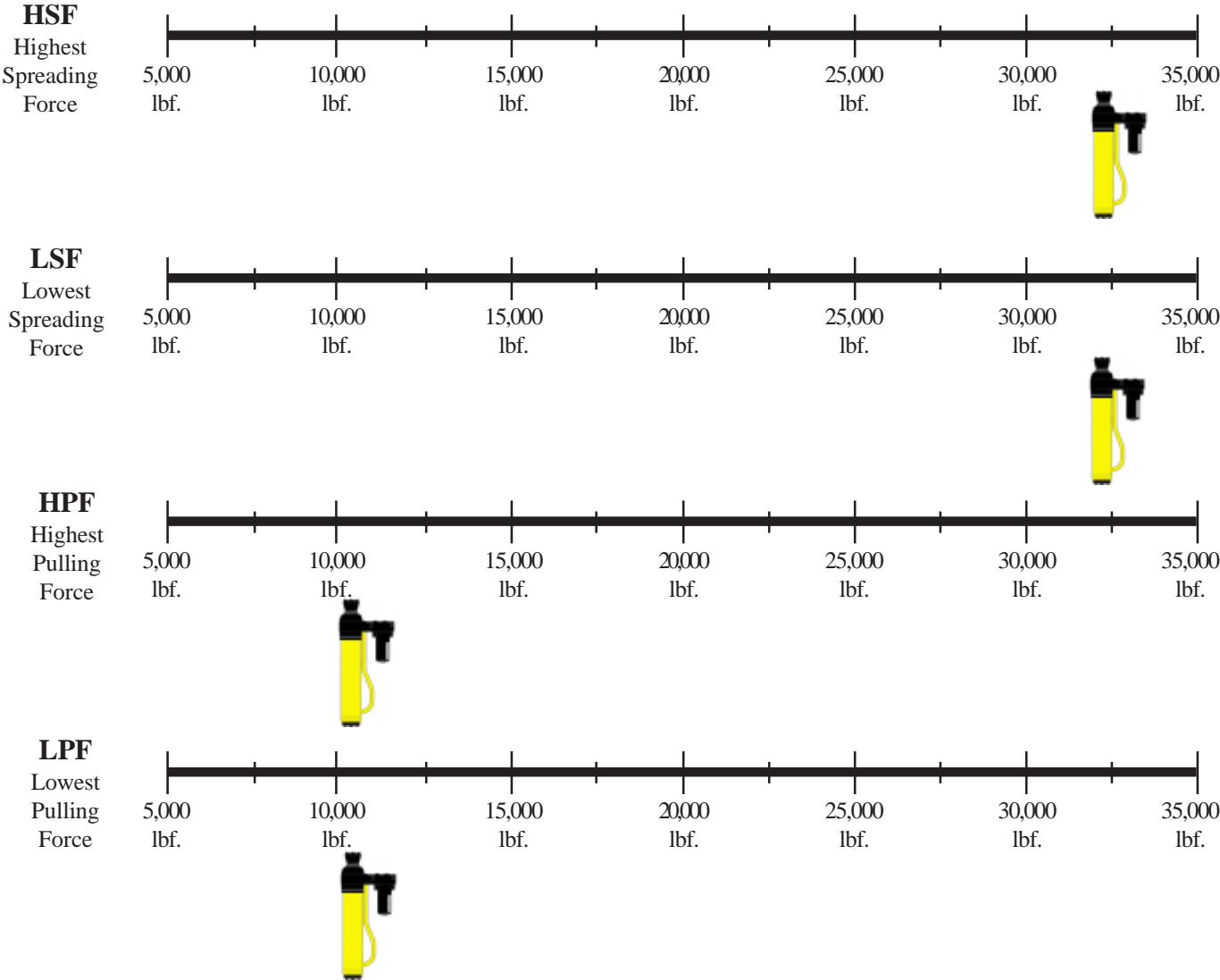
Length Closed(in/mm)	25.4/646
Width (in/mm)	4.0/101
Depth (in/mm)	8.0/204
Weight (lbs/kgs)	35.7/16.2
Length Open (in/mm)	41.5/1054
Max. Spreading Force (lbs/kN)	32,300/143.7
Max. Pulling Force (lbs/kN)	10,300/45.8
Operating Pressure (psi/bar)	10,500/720
NFPA Compliant	Yes
HSF (lbs/kN)	32,300/143.7
LSF (lbs/kN)	32,300/143.7
HPF (lbs/kN)	10,300/45.8
LPF (lbs/kN)	10,300/45.8
Travel Distance (in/mm)	16.1/408
Opening Time (sec)	12.1
Closing Time (sec)	5.2

Independently Tested
and Certified to
NFPA 1936 by:



PRODUCT SERVICE

www.tuv-global.com



The Added Value of NFPA 1936 Compliance

When purchasing a new rescue tool system you are making a ten year commitment to your department. The system you choose will be in use for at least ten years. Certainly our tools will last much longer than ten years, but after this period of time new advances make these tools obsolete. Over this ten year period you will use your rescue system hundreds, if not thousands of times. Each time you go out on a call you need to know your rescue tool system is going to perform as well as it did when it was first purchased.

The Intent of NFPA 1936

After seven years of work, on August 13, 1999, the NFPA issued *NFPA 1936 Standard on Powered Rescue Tool Systems, 1999 Edition*. This standard was designed to ensure fire & rescue departments a better way to compare rescue tool systems and to guarantee the quality of compliant systems. To be compliant a tool must undergo rigorous testing. The following are a few of the tests our rams had to endure to receive NFPA 1936 compliance.

Spreading and Pulling Performance Test

This test was devised in order to bring uniformity to spreading tool specifications. These tests provide your department with legitimate means of comparing compliant tools. The forces are measured for spreading as HSF (highest spreading force) and LSF (lowest spreading force). For pulling they are measured as HPF (highest pulling force) and LPF (lowest pulling force).

In this test the ram's spreading force is measured at the end of the attachment at 3 uniformly spaced points, ranging from the closed position to 95% of the maximum opening. The value of the highest point is referred to as the highest spreading force (HSF) and the lowest point as the lowest spreading force (LSF). A similar test is performed to determine the pulling force. This is done by measuring the pulling force at 3 uniformly spaced points, ranging from the full open to 95% of the closed position. The value for the highest point is referred to as the highest pulling force (HPF) and the lowest point as the lowest pulling force (LPF). This gives a very precise way to measure these forces and a meaningful way of comparing them.

Endurance Test

This test is designed to prove the integrity of the deadman control. The tool is subjected to 5000 cycles at no-load. A cycle is defined as the activation of the control for opening and closing the tool and its release, allowing the control to return to the neutral position.

Overload Test

To ensure user safety and proof of proper design, the ram is put through an overload test. This test is done in the spreading and pulling direction of the tool. To test the spreading direction a load of 150 % of the HSF is applied to the ends of the tool for 1 minute. After that a pulling test is performed. A load of 150% of the HPF is applied for 1 minute. After this test the tool is operated and checked for leaks or other defects.

Dynamic Endurance Test

This test is designed to prove the integrity and longevity of the tool. In this test the tool undergoes 1000 continuous operation cycles while under a spreading load equal to 80% of the LSF and while under a pulling load equal to 80% of the LPF. After this test the tool is subjected to a load equal to 110% of the HSF in the spreading direction, then a force equal to 110% of the HPF in the pulling direction. At this time the tool is disconnected from the power unit to simulate a sudden power loss. Any creep of the tool will be measured. The control valve will be operated in all three positions (open, neutral and close) for 3 minutes each. If there is over 5 mm of creep the tool fails the test.

Ram Bend Test

This test is designed to determine how resistant the ram is to bending. An external off-center load equal to 125% of the spreading force measured at 95% of its full extension is applied to the ram while the ram is extended 95% of its stroke. The load is applied at a point not more than 1/2" from the farthest edge of the pushing surfaces and in the same radial plane.

Applying a load this way tests the integrity of the piston rod. After this load is applied the tool is tested to see if it can reach its highest spreading force (HSF) and/or highest pulling force (HPF). If it can still produce these forces, not leak, and show no visible signs of damage; then the ram passes the test.

Overpressurization Relief Device

According to the NFPA 1936 standard, only tools with an extension area of the activating piston rod assembly that is greater than 1.5 times the retract area of the piston rod assembly, is required to have an overpressurization relief device. In general what this means is that usually only hydraulic rams will need this device. As an added feature all Genesis rescue tools come with an overpressurization relief device built into the control assembly. At American Rescue Technology we believe that this relief device is essential to all rescue tools. This device protects the rescuer against catastrophic failures of the tool and personal injury.

It is a requirement of NFPA 1936 that the manufacturer publish the performance specifications of each tool in accordance with the standard, therefore if you're considering purchasing new rescue tools be sure to request the NFPA performance specifications of each tool. If they cannot supply you this information rest assured those tools are not NFPA compliant. You should require all rescue tool companies to give detailed performance specifications, printed by the manufacturer, that conform to NFPA 1936. If their tools are not compliant ask why. NFPA 1936 was issued to stop companies from providing misleading performance figures, and help departments purchasing rescue equipment to get a high quality rescue system that performs as specified, from the first day it is put into service until the day it is replaced. This standard was written for you, use it and feel assured that you have purchased a high quality rescue tool system.



2780 Culver Ave.

Kettering, OH 45429

(937) 293-6240 Tel. (937) 293-7049 Fax

www.genesisrescue.com



C 365 Cutter

P/N: ART.105.048.4

Z2B 11 02 62475 010

Specifications










Length (in/mm):	31.9/811
Width (in/mm):	10.7/273
Height (in/mm):	9.3/237
Weight (lbs/kg):	48.5/22
Max. Opening (in/mm):	6.9/175
Max. Cutting Force (lbs/kN):	365,000/1622
Max. Op. Pressure (psi/bar):	10,500/720
NFPA Compliant:	Yes
NFPA 1936 Level Rating:	A8/B9/C8/D9/E9

**Independently Tested
and Certified to NFPA
1936 by:**












www.tuv-global.com










“A” A-36 HR Round Bar

								
1 3/8”	2 1/2”	3 5/8”	4 3/4”	5 7/8”	6 1”	7 1 1/4”	8 1 1/2”	9 1 3/4”










“B” A-36 HR Flat Bar

								
1 1/4 x 1/2	2 1/4 x 1	3 1/4 x 2	4 1/4 x 3	5 1/4 x 4	6 3/8 x 3	7 3/8 x 4	8 3/8 x 5	9 3/8 x 6


“C” Sch. 40 A-53 Gr. B Round Pipe

								
1 3/8”	2 3/4”	3 1”	4 1 1/4”	5 1 1/2”	6 2”	7 2 1/2”	8 3”	9 3 1/2”

“D” A-500 Grade B Square Tubing

								
1 1/2 x .06	2 1 3/4 x .06	3 1 x .08	4 1 1/4 x .12	5 1 1/2 x .12	6 1 3/4 x .12	7 2 x .15	8 2 1/2 x .19	9 3 x .19

“E” A-36 Angle Iron

								
1 1/2 x 1/8	2 1 x 1/8	3 1 1/4 x 3/16	4 1 1/2 x 3/16	5 1 1/2 x 1/4	6 1 3/4 x 1/4	7 1 1/2 x 3/8	8 2 x 3/8	9 2 1/2 x 3/8

The Added Value of NFPA 1936 Compliance

When purchasing a new rescue tool system you are making a ten year commitment to your department. The system you choose will be in use for at least ten years. Certainly our tools will last much longer than ten years, but after this period of time new advances make these tools obsolete. Over this ten year period you will use your rescue system hundreds, if not thousands of times. Each time you go out on a call you need to know your rescue tool system is going to perform as well as it did when it was first purchased.

The Intent of NFPA 1936

After seven years of work, on August 13, 1999, the NFPA issued *NFPA 1936 Standard on Powered Rescue Tool Systems, 1999 Edition*. This standard was designed to ensure fire & rescue departments a better way to compare rescue tool systems and to guarantee the quality of compliant systems. To be compliant a tool must undergo rigorous testing. The following are a few of the tests our cutters had to endure to receive NFPA 1936 compliance.

Overload Test

To ensure user safety and proof of proper design, the cutter is put through an overload test. This test is achieved by applying 150% of the rated system pressure to the cutter. On a 10,000 psi system the input pressure is raised to 15,000 psi. After this pressure is applied, the tool is operated. The tool shall be operational for one operation cycle. This cycle is from the fully opened position to the fully closed position then back to fully opened. During this operation the tool shall be fully functional with no leaks. This tests all internal seals and pressure vessels (ie. cylinder body).

Cutting Test

The cutting test was devised to give a standardized way of evaluating cutters. The results allow the department to evaluate the performance of a cutter. This test requires that the cutter cuts 12 pieces of the largest material in each of the five categories. The tool is only allowed one set of cutting blades and each cut is made in a single continuous motion completely severing the piece of material. In order to pass this test a cutter must cut a minimum of 60 pieces of material of at least the minimum size in each category.

This is an example of a cutting test result as you see below. If the cutter cuts . . .

“A”: a 3/4” round bar

“B”: a 1/4” x 4” flat bar

“C”: a 2” ID schedule 40 pipe

“D”: a 1” x .08” wall thickness square tubing

“E”: a 1 1/2” x 3/16” thick angle iron

the performance level of the cutter would be:

A4/B5/C6/D3/E4

On the front of this document you will find the performance level of our cutter.

Though this test gives you a good idea of the power of the cutter, there are more things to consider. Balance, features, weight, ergonomics . . . etc. need to be considered. A cutter that can cut the largest material in each category would be very powerful, but if it weighed 150 lbs. it would be worthless for our uses.

Endurance Test

This test is designed to prove the integrity of the dead-man control and the cutter over its lifetime. The tool is subjected to 5000 cycles at no-load. A cycle is defined as the activation of the control for opening and closing the tool and its release, allowing the control to return to the neutral position. After this test the tool is subjected to the integrity test.

Integrity Test

This test ensures the quality of the blades, linkage, and pivot points of the cutter. For this test the cutter is pressurized to 150% of the rated input pressure and used to cut into a steel bar, that is beyond the cutters capacity, for 1 minute. After this overload test the tool is required to cut one piece of each of the five categories of material at the performance level that the cutter is rated.

Overpressurization Relief Device

According to the NFPA 1936 standard, only tools with an extension area of the activating piston rod assembly that is greater than 1.5 times the retract area of the piston rod assembly, is required to have an overpressurization relief device. In general what this means is that usually only hydraulic rams will need this device. As an added feature all Genesis rescue tools come with an overpressurization relief device built into the control assembly. At American Rescue Technology we believe that this relief device is essential to all rescue tools. This device protects the rescuer against catastrophic failures of the tool and personal injury.

It is a requirement of NFPA 1936 that the manufacturer publish the performance specifications of each tool in accordance with the standard, therefore if you're considering purchasing new rescue tools be sure to request the NFPA performance of each tool. If they cannot supply you this information rest assured those tools are not NFPA compliant. You should require all rescue tool companies to give detailed performance specifications, printed by the manufacturer, that conform to NFPA 1936. If their tools are not compliant ask why. NFPA 1936 was issued to stop companies from providing misleading performance figures, and help departments purchasing rescue equipment to get a high quality rescue system that performs as specified, from the first day it is put into service until the day it is replaced. This standard was written for you, use it and feel assured that you have purchased a high quality rescue tool system.





C-236 Cutter

P/N: ART.593.585.7










Certificate Number

028-71352879










Specifications

Length (in/mm):	33/838
Width (in/mm):	10.4/265
Height (in/mm):	9.3/236
Weight (lbs/kg):	43.9/19.9
Max. Opening (in/mm):	8.0/204
Max. Cutting Force (lbs/kN):	236,250/1050
Max. Op. Pressure (psi/bar):	10,500/720
NFPA Compliant:	Yes
NFPA 1936 Level Rating:	A8/B9/C8/D9/E9










“A” A-36 HR Round Bar

								
1 3/8"	2 1/2"	3 5/8"	4 3/4"	5 7/8"	6 1"	7 1 1/4"	8 1 1/2"	9 1 3/4"










“B” A-36 HR Flat Bar

								
1 1/4 x 1/2	2 1/4 x 1	3 1/4 x 2	4 1/4 x 3	5 1/4 x 4	6 3/8 x 3	7 3/8 x 4	8 3/8 x 5	9 3/8 x 6

“C” Sch. 40 A-53 Gr. B Round Pipe

								
1 3/8"	2 3/4"	3 1"	4 1 1/4"	5 1 1/2"	6 2"	7 2 1/2"	8 3"	9 3 1/2"

“D” A-500 Grade B Square Tubing

								
1 1/2 x .06	2 1 3/4 x .06	3 1 x .08	4 1 1/4 x .12	5 1 1/2 x .12	6 1 3/4 x .12	7 2 x .15	8 2 1/2 x .19	9 3 x .19

“E” A-36 Angle Iron

								
1 1/2 x 1/8	2 1 x 1/8	3 1 1/4 x 3/16	4 1 1/2 x 3/16	5 1 1/2 x 1/4	6 1 3/4 x 1/4	7 1 1/2 x 3/8	8 2 x 3/8	9 2 1/2 x 3/8

Independently Tested
and Certified to
NFPA 1936 by:



The Added Value of NFPA 1936 Compliance

When purchasing a new rescue tool system you are making a ten year commitment to your department. The system you choose will be in use for at least ten years. Certainly our tools will last much longer than ten years, but after this period of time new advances make these tools obsolete. Over this ten year period you will use your rescue system hundreds, if not thousands of times. Each time you go out on a call you need to know your rescue tool system is going to perform as well as it did when it was first purchased.

The Intent of NFPA 1936

After seven years of work, on August 13, 1999, the NFPA issued *NFPA 1936 Standard on Powered Rescue Tool Systems, 1999 Edition*. This standard was designed to ensure fire & rescue departments a better way to compare rescue tool systems and to guarantee the quality of compliant systems. To be compliant a tool must undergo rigorous testing. The following are a few of the tests our cutters had to endure to receive NFPA 1936 compliance.

Overload Test

To ensure user safety and proof of proper design, the cutter is put through an overload test. This test is achieved by applying 150% of the rated system pressure to the cutter. On a 10,000 psi system the input pressure is raised to 15,000 psi. After this pressure is applied, the tool is operated. The tool shall be operational for one operation cycle. This cycle is from the fully opened position to the fully closed position then back to fully opened. During this operation the tool shall be fully functional with no leaks. This tests all internal seals and pressure vessels (ie. cylinder body).

Cutting Test

The cutting test was devised to give a standardized way of evaluating cutters. The results allow the department to evaluate the performance of a cutter. This test requires that the cutter cuts 12 pieces of the largest material in each of the five categories. The tool is only allowed one set of cutting blades and each cut is made in a single continuous motion completely severing the piece of material. In order to pass this test a cutter must cut a minimum of 60 pieces of material of at least the minimum size in each category.

This is an example of a cutting test result as you see below. If the cutter cuts . . .

“A”: a 3/4” round bar

“B”: a 1/4” x 4” flat bar

“C”: a 2” ID schedule 40 pipe

“D”: a 1” x .08” wall thickness square tubing

“E”: a 1 1/2” x 3/16” thick angle iron

the performance level of the cutter would be:

A4/B5/C6/D3/E4

On the front of this document you will find the performance level of our cutter.

Though this test gives you a good idea of the power of the cutter, there are more things to consider. Balance, features, weight, ergonomics . . . etc. need to be considered. A cutter that can cut the largest material in each category would be very powerful, but if it weighed 150 lbs. it would be worthless for our uses.

Endurance Test

This test is designed to prove the integrity of the dead-man control and the cutter over its lifetime. The tool is subjected to 5000 cycles at no-load. A cycle is defined as the activation of the control for opening and closing the tool and its release, allowing the control to return to the neutral position. After this test the tool is subjected to the integrity test.

Integrity Test

This test ensures the quality of the blades, linkage, and pivot points of the cutter. For this test the cutter is pressurized to 150% of the rated input pressure and used to cut into a steel bar, that is beyond the cutters capacity, for 1 minute. After this overload test the tool is required to cut one piece of each of the five categories of material at the performance level that the cutter is rated.

Overpressurization Relief Device

According to the NFPA 1936 standard, only tools with an extension area of the activating piston rod assembly that is greater than 1.5 times the retract area of the piston rod assembly, is required to have an overpressurization relief device. In general what this means is that usually only hydraulic rams will need this device. As an added feature all Genesis rescue tools come with an overpressurization relief device built into the control assembly. At American Rescue Technology we believe that this relief device is essential to all rescue tools. This device protects the rescuer against catastrophic failures of the tool and personal injury.

It is a requirement of NFPA 1936 that the manufacturer publish the performance specifications of each tool in accordance with the standard, therefore if you're considering purchasing new rescue tools be sure to request the NFPA performance of each tool. If they cannot supply you this information rest assured those tools are not NFPA compliant. You should require all rescue tool companies to give detailed performance specifications, printed by the manufacturer, that conform to NFPA 1936. If their tools are not compliant ask why. NFPA 1936 was issued to stop companies from providing misleading performance figures, and help departments purchasing rescue equipment to get a high quality rescue system that performs as specified, from the first day it is put into service until the day it is replaced. This standard was written for you, use it and feel assured that you have purchased a high quality rescue tool system.



2780 Culver Ave

Kettering, OH 45429

(937) 293-6240 Tel. (937) 293-7049 Fax

www.genesisrescue.com



All 9 Cutter

P/N: ART.593.535.0

028-71352879

Specifications

Length (in/mm):	33.7/855
Width (in/mm):	10.8/273
Height (in/mm):	9.2/234
Weight (lbs/kg):	48.3/21.9
Max. Opening (in/mm):	7.1/180
Max. Cutting Force (lbs/kN):	369,000/1640
Max. Op. Pressure (psi/bar):	10,500/720
NFPA Compliant:	Yes
NFPA 1936 Level Rating:	A9/B9/C9/D9/E9

“A” A-36 HR Round Bar

1 3/8"	2 1/2"	3 5/8"	4 3/4"	5 7/8"	6 1"	7 1 1/4"	8 1 1/2"	9 1 3/4"

“B” A-36 HR Flat Bar

1 1/4 x 1/2	2 1/4 x 1	3 1/4 x 2	4 1/4 x 3	5 1/4 x 4	6 3/8 x 3	7 3/8 x 4	8 3/8 x 5	9 3/8 x 6

“C” Sch. 40 A-53 Gr. B Round Pipe

1 3/8"	2 3/4"	3 1"	4 1 1/4"	5 1 1/2"	6 2"	7 2 1/2"	8 3"	9 3 1/2"

“D” A-500 Grade B Square Tubing

1 1/2 x .06	2 1 3/4 x .06	3 1 x .08	4 1 1/4 x .12	5 1 1/2 x .12	6 1 3/4 x .12	7 2 x .15	8 2 1/2 x .19	9 3 x .19

“E” A-36 Angle Iron

1 1/2 x 1/8	2 1 x 1/8	3 1 1/4 x 3/16	4 1 1/2 x 3/16	5 1 1/2 x 1/4	6 1 3/4 x 1/4	7 1 1/2 x 3/8	8 2 x 3/8	9 2 1/2 x 3/8

Independently Tested
and Certified to
NFPA 1936 by:



The Added Value of NFPA 1936 Compliance

When purchasing a new rescue tool system you are making a ten year commitment to your department. The system you choose will be in use for at least ten years. Certainly our tools will last much longer than ten years, but after this period of time new advances make these tools obsolete. Over this ten year period you will use your rescue system hundreds, if not thousands of times. Each time you go out on a call you need to know your rescue tool system is going to perform as well as it did when it was first purchased.

The Intent of NFPA 1936

After seven years of work, on August 13, 1999, the NFPA issued *NFPA 1936 Standard on Powered Rescue Tool Systems, 1999 Edition*. This standard was designed to ensure fire & rescue departments a better way to compare rescue tool systems and to guarantee the quality of compliant systems. To be compliant a tool must undergo rigorous testing. The following are a few of the tests our cutters had to endure to receive NFPA 1936 compliance.

Overload Test

To ensure user safety and proof of proper design, the cutter is put through an overload test. This test is achieved by applying 150% of the rated system pressure to the cutter. On a 10,000 psi system the input pressure is raised to 15,000 psi. After this pressure is applied, the tool is operated. The tool shall be operational for one operation cycle. This cycle is from the fully opened position to the fully closed position then back to fully opened. During this operation the tool shall be fully functional with no leaks. This tests all internal seals and pressure vessels (ie. cylinder body).

Cutting Test

The cutting test was devised to give a standardized way of evaluating cutters. The results allow the department to evaluate the performance of a cutter. This test requires that the cutter cuts 12 pieces of the largest material in each of the five categories. The tool is only allowed one set of cutting blades and each cut is made in a single continuous motion completely severing the piece of material. In order to pass this test a cutter must cut a minimum of 60 pieces of material of at least the minimum size in each category.

This is an example of a cutting test result as you see below. If the cutter cuts . . .

“A”: a 3/4” round bar

“B”: a 1/4” x 4” flat bar

“C”: a 2” ID schedule 40 pipe

“D”: a 1” x .08” wall thickness square tubing

“E”: a 1 1/2” x 3/16” thick angle iron

the performance level of the cutter would be:

A4/B5/C6/D3/E4

On the front of this document you will find the performance level of our cutter.

Though this test gives you a good idea of the power of the cutter, there are more things to consider. Balance, features, weight, ergonomics . . . etc. need to be considered. A cutter that can cut the largest material in each category would be very powerful, but if it weighed 150 lbs. it would be worthless for our uses.

Endurance Test

This test is designed to prove the integrity of the dead-man control and the cutter over its lifetime. The tool is subjected to 5000 cycles at no-load. A cycle is defined as the activation of the control for opening and closing the tool and its release, allowing the control to return to the neutral position. After this test the tool is subjected to the integrity test.

Integrity Test

This test ensures the quality of the blades, linkage, and pivot points of the cutter. For this test the cutter is pressurized to 150% of the rated input pressure and used to cut into a steel bar, that is beyond the cutters capacity, for 1 minute. After this overload test the tool is required to cut one piece of each of the five categories of material at the performance level that the cutter is rated.

Overpressurization Relief Device

According to the NFPA 1936 standard, only tools with an extension area of the activating piston rod assembly that is greater than 1.5 times the retract area of the piston rod assembly, is required to have an overpressurization relief device. In general what this means is that usually only hydraulic rams will need this device. As an added feature all Genesis rescue tools come with an overpressurization relief device built into the control assembly. At American Rescue Technology we believe that this relief device is essential to all rescue tools. This device protects the rescuer against catastrophic failures of the tool and personal injury.

It is a requirement of NFPA 1936 that the manufacturer publish the performance specifications of each tool in accordance with the standard, therefore if you're considering purchasing new rescue tools be sure to request the NFPA performance of each tool. If they cannot supply you this information rest assured those tools are not NFPA compliant. You should require all rescue tool companies to give detailed performance specifications, printed by the manufacturer, that conform to NFPA 1936. If their tools are not compliant ask why. NFPA 1936 was issued to stop companies from providing misleading performance figures, and help departments purchasing rescue equipment to get a high quality rescue system that performs as specified, from the first day it is put into service until the day it is replaced. This standard was written for you, use it and feel assured that you have purchased a high quality rescue tool system.



2780 Culver Ave

Kettering, OH 45429

(937) 293-6240 Tel. (937) 293-7049 Fax

www.genesisrescue.com



S49-XL Spreader

P/N: ART.593.363.3

Certificate Number

Z2B 07 01 62475 003

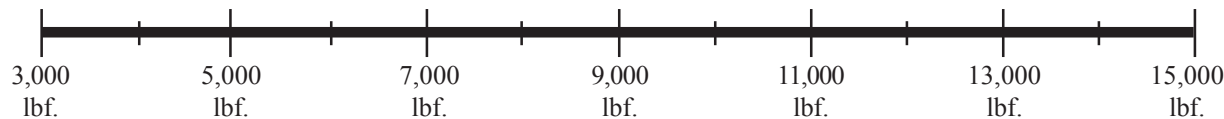
Specifications

Length (in/mm)	33.5/851
Width (in/mm)	9.7/245
Depth (in/mm)	8.2/208
Weight (lbs/kgs)	45.2/20.5
Spreading Distance (in/mm)	28/710
Spreading Force Up To (lbs/kN)	74,115/329.4
Pulling Force Up To (lbs/kN)	10,935/48.6
Operating Pressure (psi/bar)	10,500/720
NFPA Compliant	Yes
HSF (lbs/kN)	13,455/59.8
LSF (lbs/kN)	11,250/50.0
HPF (lbs/kN)	10,935/48.6
LPF (lbs/kN)	8,887/39.5

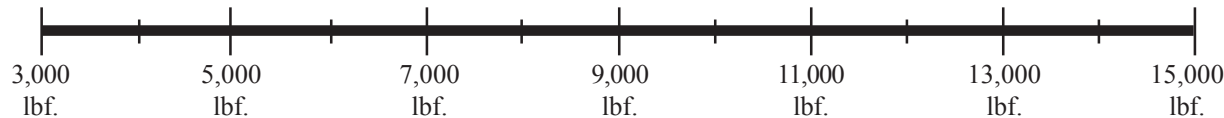
HSF
Highest
Spreading
Force



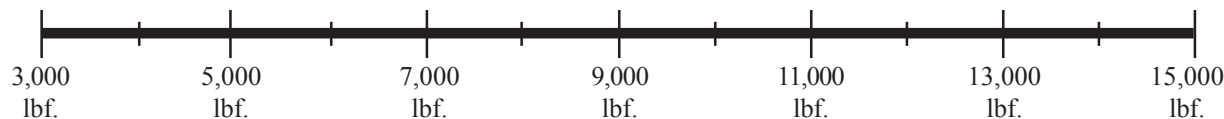
LSF
Lowest
Spreading
Force



HPF
Highest
Pulling
Force



LPF
Lowest
Pulling
Force



**Independently Tested
and Certified to
NFPA 1936 by:**



The Added Value of NFPA 1936 Compliance

When purchasing a new rescue tool system you are making a ten year commitment to your department. The system you choose will be in use for at least ten years. Certainly our tools will last much longer than ten years, but after this period of time new advances make these tools obsolete. Over this ten year period you will use your rescue system hundreds, if not thousands of times. Each time you go out on a call you need to know your rescue tool system is going to perform as well as it did when it was first purchased.

The Intent of NFPA 1936

After seven years of work, on August 13, 1999, the NFPA issued *NFPA 1936 Standard on Powered Rescue Tool Systems, 1999 Edition*. This standard was designed to ensure fire & rescue departments a better way to compare rescue tool systems and to guarantee the quality of compliant systems. To be compliant a tool must undergo rigorous testing. The following are a few of the tests our spreaders had to endure to receive NFPA 1936 compliance.

Spreading and Pulling Performance Test

The NFPA needed to address the inconsistencies in force specifications published by the various rescue tool manufactures. Some manufactures will publish forces measured or calculated at points on the spreader that are, for all practical purposes, are unusable. Spreading forces published as “per arm” are blatantly misleading. Although this manufacturer does not instruct you to multiply the published “force per arm” times two, this is what the end user usually assumes. This is not correct and is one of the reasons the NFPA developed a spreading and pulling performance test.

This test was devised in order to bring uniformity to spreading tool specifications. These tests provide your department with legitimate means of comparing compliant tools. The forces are measured for spreading as HSF (highest spreading force) and LSF (lowest spreading force). For pulling they are measured as HPF (highest pulling force) and LPF (lowest pulling force). No longer do you have to compare spreading forces that are achieved in unusable places during the spread, or on the spreader arm. This also uncovers the blatant misrepresentation of spreading forces listed “per arm”.

In this test the tool’s spreading force is measured 1 inch in from the end of the tip at 10 uniformly spaced points, ranging from the closed position to 95% of the maximum opening. The value of the highest point is referred to as the highest spreading force (HSF) and the lowest point as the lowest spreading force (LSF). A similar test is performed to determine the pulling force. This is done by measuring the pulling force at 10 uniformly spaced points, ranging from the full open to 95% of the closed position. The value for the highest point is referred to as the highest pulling force (HPF) and the lowest point as the lowest pulling force (LPF). This gives a very precise way to measure these forces and a meaningful way of comparing them.

Overload Test

To ensure user safety and proof of proper design, the spreader is put through an overload test. This test is done in the spreading and pulling direction of the tool. To test the spreading direction a load of 150 % of the HSF is applied to the tips of the tool for 1 minute. After that a pulling test is performed. A load of 150% of the HPF is applied for 1 minute. After this test the tool is operated and checked for leaks or other defects.

Dynamic Endurance Test

This test is designed to prove the integrity and longevity of the tool. In this test the tool undergoes 1000 continuous operation cycles while under a spreading load equal to 80% of the LSF and while under a pulling load equal to 80% of the LPF. After this test the tool is subjected to a load equal to 110% of the HSF in the spreading direction, then a force equal to 110% of the HPF in the pulling direction. At this time the tool is disconnected from the power unit to simulate a sudden power loss. Any creep of the tool will be measured. The control valve will be operated in all three positions (open, neutral and close) for 3 minutes each. If there is over 5 mm of creep the tool fails the test.

Endurance Test

This test is designed to prove the integrity of the deadman control. The tool is subjected to 5000 cycles at no-load. A cycle is defined as the activation of the control for opening and closing the tool and its release, allowing the control to return to the neutral position.

Overpressurization Relief Device

According to the NFPA 1936 standard, only tools with an extension area of the activating piston rod assembly that is greater than 1.5 times the retract area of the piston rod assembly, is required to have an overpressurization relief device. In general what this means is that usually only hydraulic rams will need this device. As an added feature all Genesis rescue tools come with an overpressurization relief device built into the control assembly. At American Rescue Technology we believe that this relief device is essential to all rescue tools. This device protects the rescuer against catastrophic failures of the tool and personal injury.

It is a requirement of NFPA 1936 that the manufacturer publish the performance specifications of each tool in accordance with the standard, therefore if you’re considering purchasing new rescue tools be sure to request the NFPA performance specifications of each tool. If they cannot supply you this information rest assured those tools are not NFPA compliant. You should require all rescue tool companies to give detailed performance specifications, printed by the manufacturer, that conform to NFPA 1936. If their tools are not compliant ask why. NFPA 1936 was issued to stop companies from providing misleading performance figures, and help departments purchasing rescue equipment to get a high quality rescue system that performs as specified, from the first day it is put into service until the day it is replaced. This standard was written for you, use it and feel assured that you have purchased a high quality rescue tool system.



2780 Culver Ave.
Kettering, OH 45429
(937) 293-6240 Tel. (937) 293-7049 Fax
www.genesisrescue.com



C50 Mini Cutter ART.283.339.5

Length (in/mm)	13.4/341
Width (in/mm)	2.8/70
Height (in/mm)	5.2/131
Weight (lbs/kgs)	9.9/4.5
Opening (in/mm)	1.8/45
Max. Cutting Force (lbs/kN)	31,000/138
Max. Operating Pressure (psi/bar)	10,500/720
NFPA 1936 Compliant	Yes
NFPA Level Rating	A4/B3/C2/D4/E3
Open Time (Sec)	2
Close Time (Sec)	3
Shipping Weight (lbs/kg)	12/5.4
Box Size (ft³/M³)	.69/.020
Box Dimensions (in/mm)	21 x 12 x 4.75 533 x 305 x 121

Features: Constructed of high strength, aircraft grade, aluminum alloy forgings with a wear resistant anodized finish. The blades on the C-50 Cutter are forged steel. The C-50 Cutter has a variable speed, “deadman” control with load holding capability and over-pressurization relief.

GENESIS
RESCUE SYSTEMS

GENESIS

RESCUE SYSTEMS

19/52 3 STAGE TELESCOPIC RAM

SPECIFICATIONS:

LENGTH (in/mm):	18.9/480
WIDTH (in/mm):	8.7/221
DEPTH (in/mm):	4.3/109
WEIGHT (lbs/kgs):	38.6/17.5
LENGTH OPEN (in/mm):	51.6/1310
OPERATING PRESSURE (psi/bar):	10,500/720
1ST STAGE MAX FORCE (lbf/kN):	60,500/269
2ND STAGE MAX FORCE (lbf/kN):	29,000/129
3RD STAGE MAX FORCE (lbf/kN):	10,200/45.4
NFPA COMPLIANT:	YES
SHIPPING WT (lbs/kgs):	45/20.4
BOX SIZE (ft ³ /M ³):	0.91/0.026
BOX DIMENSIONS (in/mm):	27.5x9.5x6/ 699x241x152



ART.593.413.3



TUV

iso 9001

1936 NFPA

www.genesisrescue.com or follow us:





Product Service

CERTIFICATE

No. Z2 16 11 62475 026

Holder of Certificate: American Rescue Technology Inc.2780 Culver Ave
Kettering OH 45429
USA**Production
Facility(ies):**

40028, 62475

Certification Mark:**Product:****Hydraulic appliances, hand operated
(Rams)****Model(s):**19" LD RAM (W/OSC); 23" LD RAM (W/OSC);
30" RAM (W/OSC); 33" RAM (W/OSC);
71" CROSSRAM (W/OSC); 51" RAM (W/OSC);
65" RAM (W/OSC); 29"/47" RAM (W/OSC);
12"/24" RAM (W/OSC); 12"/24" XL RAM (W/OSC);
20"/44" XL RAM (W/OSC); 21"/46" RAM (W/OSC);
23"/49" XL RAM (W/OSC); 23"/50" XL RAM (W/OSC);
26"/59" RAM (W/OSC); 26"/59" XL RAM (W/OSC);
19"/52" XL RAM (W/OSC); TOE JACK; 21" RAM;
31" RAM; 41" RAM; 55" RAM**Parameters:**

Nominal pressure: 70 MPa

further parameters see attachment 1 - 22.

Tested according to: NFPA 1936:2015

The product was tested on a voluntary basis and complies with the essential requirements. The certification mark shown above can be affixed on the product. It is not permitted to alter the certification mark in any way. In addition the certification holder must not transfer the certificate to third parties. See also notes overleaf.

Test report no.: 028-713060613-501**Valid until:** 2021-11-14**Date,** 2016-11-29

(Gerhard Hintereder)

Page 1 of 23





Product Service

CERTIFICATE

No. Z2 16 03 62475 022

Holder of Certificate: American Rescue Technology Inc.

2780 Culver Ave
Kettering OH 45429
USA

Production Facility(ies):

62475, 40028

Certification Mark:

**Product:**

Hydraulic appliances, hand operated

Model(s):

MACH III MINI SIMO; MACH III MINI SIMO W/OSC;
MACH IV SIMO WITH HOSE REELS W/OSC;
MACH IV SIMO WITH COAXIAL HOSE REELS W/OSC;
M1X MINI PUMP (Electric 110V); M1X MINI PUMP W/OSC;
M1X MINI PUMP W/OSC (Electric 110V);
B COMPACT W/OSC; E COMPACT W/OSC;
MACH III OUTLAW; MACH III OUTLAW W/OSC;
M1X MINI PUMP; M1X MINI PUMP W/OSC

Parameters:

Nominal pressure: 70 MPa

Further parameters see attachment 1 - 13

Tested according to: NFPA 1936:2015

The product was tested on a voluntary basis and complies with the essential requirements. The certification mark shown above can be affixed on the product. It is not permitted to alter the certification mark in any way. In addition the certification holder must not transfer the certificate to third parties. See also notes overleaf.

Test report no.: 028-713060613-101-1

Valid until: 2021-03-17

Date, 2016-03-29

Page 1 of 14


(Gerhard Hintereder)

(Gerhard Hintereder)





Product Service

Parameter

Type:	MACH III MINI SIMO
Article number:	ART.059.991.3E
Technical Data	
Type of engine:	Electric motor 230 VAC/ 50Hz
Supply rate/high pressure:	2 x 0,55 l/min / 70 MPa
Supply rate/low pressure:	2 x 2,15 l/min / 15 MPa
Turbo	
Supply rate/high pressure:	1 x 1,1 l/min / 70 MPa
Supply rate/low pressure:	1 x 4,3 l/min / 15 MPa
Hydraulic oil:	according to factory standard 61000137
Power:	1,3 kW
Idle-speed:	3000 rpm
Valve equipment:	2x dump valves
Nominal pressure:	70 MPa
Geometrical Data	
Length:	436 mm
Width:	319 mm
Height:	447 mm
Total weight:	31 kg



Product Service

Parameter

Type:	MACH III MINI SIMO W/OSC
Article number:	ART.593.510.5
Technical Data	
Type of engine:	Electric motor 230 VAC/ 50Hz
Supply rate/high pressure:	2 x 0,55 l/min / 70 MPa
Supply rate/low pressure:	2 x 2,15 l/min / 15 MPa
Turbo	
Supply rate/high pressure:	1 x 1,1 l/min / 70 MPa
Supply rate/low pressure:	1 x 4,3 l/min / 15 MPa
Hydraulic oil:	according to factory standard 61000137
Power:	1,3 kW
Idle-speed:	3000 rpm
Valve equipment:	2x dump valves
Nominal pressure:	70 MPa
Geometrical Data	
Length:	436 mm
Width:	319 mm
Height:	447 mm
Total weight:	31 kg



Product Service

Parameter

Type:	MACH IV SIMO WITH HOSE REELS W/OSC
Article number:	ART.107.871.8
Technical Data	
Type of engine:	Electric motor 230 VAC/ 50Hz
Supply rate/high pressure:	2 x 1,2 l/min / 70 MPa
Supply rate/low pressure:	2 x 2,3 l/min / 20 MPa
Turbo	
Supply rate/high pressure:	1 x 2,6 l/min / 70 MPa
Supply rate/low pressure:	1 x 4,6 l/min / 20 MPa
Hydraulic oil:	according to factory standard 61000137
Power:	2,0 kW
Idle-speed:	1500 rpm
Valve equipment:	2x dump valves
Maximal load:	
Sound power level L(wA):	95,6 dB(A)
Sound pressure level L(pA):	82,1 dB(A)
Nominal pressure:	70 MPa
Geometrical Data	
Length:	720 mm
Width:	440 mm
Height:	500 mm
Total weight:	78,5 kg



Product Service

Parameter

Type:	MACH IV SIMO WITH COAXIAL HOSE REELS W/OSC
Article number:	ART.106.928.3
Technical Data	
Type of engine:	Electric motor 230 VAC/ 50Hz
Supply rate/high pressure:	2 x 1,2 l/min / 70 MPa
Supply rate/low pressure:	2 x 2,3 l/min / 20 MPa
Turbo	
Supply rate/high pressure:	1 x 2,6 l/min / 70 MPa
Supply rate/low pressure:	1 x 4,6 l/min / 20 MPa
Hydraulic oil:	according to factory standard 61000137
Power:	2,0 kW
Idle-speed:	1500 rpm
Valve equipment:	2x dump valves
Maximal load:	
Sound power level L(wA):	95,6 dB(A)
Sound pressure level L(pA):	82,1 dB(A)
Nominal pressure:	70 MPa
Geometrical Data	
Length:	736 mm
Width:	440 mm
Height:	499 mm
Total weight:	74 kg



Product Service

Parameter

Type:	M1X MINI PUMP (Electric 110V);
Article number:	ART.593.265.3
Technical Data	
Type of engine:	Electric motor 100 VAC, 50/ 60 Hz
Supply rate/high pressure:	1 x 0,5 l/min / 70 MPa
Supply rate/low pressure:	1 x 2,3 l/min / 15 MPa
Hydraulic oil:	according to factory standard 61000137
Power:	0,6 kW
Idle-speed:	2780rpm
Valve equipment:	1x dump valves
Maximal load:	
Sound power level L(wA):	80 dB(A)
Sound pressure level L(pA):	- dB(A)
Nominal pressure:	70 MPa
Geometrical Data	
Length:	413 mm
Width:	288 mm
Height:	385 mm
Total weight:	20,5 kg



Parameter

Type:	M1X MINI PUMP W/OSC
Article number:	ART.593.492.3
Technical Data	
Type of engine:	Electric motor 230 VAC, 50 Hz
Supply rate/high pressure:	1 x 0,5 l/min / 70 MPa
Supply rate/low pressure:	1 x 2,3 l/min / 15 MPa
Hydraulic oil:	according to factory standard 61000137
Power:	0,5 kW
Idle-speed:	2800 rpm
Valve equipment:	1x dump valves
Maximal load:	
Sound power level L(wA):	80 dB(A)
Sound pressure level L(pA):	- dB(A)
Nominal pressure:	70 MPa
Geometrical Data	
Length:	413 mm
Width:	288 mm
Height:	385 mm
Total weight:	20,5 kg



Product Service

Parameter

Type:	M1X MINI PUMP W/OSC (Electric 100V)
Article number:	ART.593.513.1
Technical Data	
Type of engine:	Electric motor 100 VAC, 50/ 60Hz
Supply rate/high pressure:	1 x 0,5 l/min / 70 MPa
Supply rate/low pressure:	1 x 2,3 l/min / 15 MPa
Hydraulic oil:	according to factory standard 61000137
Power:	0,6 kW
Idle-speed:	2780 rpm
Valve equipment:	1x dump valves
Maximal load:	
Sound power level L(wA):	80 dB(A)
Sound pressure level L(pA):	- dB(A)
Nominal pressure:	70 MPa
Geometrical Data	
Length:	413 mm
Width:	288 mm
Height:	385 mm
Total weight:	20,5 kg



Product Service

Parameter

Type:	B COMPACT W/OSC
Article number:	ART.106.808.1
Technical Data	
Type of engine:	Electric motor 28 VDC
Supply rate/high pressure:	1 x 0,5 l/min / 70 MPa
Supply rate/low pressure:	1 x 3,2 l/min / 10 MPa
Hydraulic oil:	according to factory standard 61000137
Power:	0,5 kW
Valve equipment:	1x dump valves
Maximal load:	
Sound power level L(wA):	95,6 dB(A)
Sound pressure level L(pA):	82,1 dB(A)
Nominal pressure:	70 MPa
Geometrical Data	
Length:	512 mm
Width:	200 mm
Height:	314 mm
Total weight:	11,9 kg



Product Service

Parameter

Type:	E COMPACT W/OSC
Article number:	ART.105.035.4
Technical Data	
Type of engine:	Electric motor 230 VAC, 50/ 60 Hz
Supply rate/high pressure:	1 x 0,6 l/min / 70 MPa
Supply rate/low pressure:	1 x 2,7 l/min / 15 MPa
Hydraulic oil:	according to factory standard 61000137
Power:	1,5 kW
Valve equipment:	1x dump valves
Maximal load:	
Sound power level L(wA):	91,2 dB(A)
Sound pressure level L(pA):	78,8 dB(A)
Nominal pressure:	70 MPa
Geometrical Data	
Length:	415 mm
Width:	195 mm
Height:	316 mm
Total weight:	12,5 kg



Product Service

Parameter

Type:	MACH III OUTLAW
Article number:	ART.593.338.2E
Technical Data	
Type of engine:	Electric motor 220 VAC/ 50Hz
Supply rate/high pressure:	2 x 0,55 l/min / 70 MPa
Supply rate/low pressure:	2 x 2,15 l/min / 14 MPa
Turbo	
Supply rate/high pressure:	1 x 1,1 l/min / 70 MPa
Supply rate/low pressure:	1 x 4,3 l/min / 14 MPa
Hydraulic oil:	according to factory standard 61000137
Power:	1,3 kW
Idle-speed:	3000 rpm
Valve equipment:	2x dump valves
Nominal pressure:	70 MPa
Geometrical Data	
Length:	559 mm
Width:	305 mm
Height:	508 mm
Total weight:	43,5 kg



Product Service

Parameter

Type:	MACH III OUTLAW W/OSC
Article number:	ART.593.508.1E
Technical Data	
Type of engine:	Electric motor 220 VAC/ 50Hz
Supply rate/high pressure:	2 x 0,55 l/min / 70 MPa
Supply rate/low pressure:	2 x 2,15 l/min / 14 MPa
Turbo	
Supply rate/high pressure:	1 x 1,1 l/min / 70 MPa
Supply rate/low pressure:	1 x 4,3 l/min / 14 MPa
Hydraulic oil:	according to factory standard 61000137
Power:	1,3 kW
Idle-speed:	3000 rpm
Valve equipment:	2x dump valves
Nominal pressure:	70 MPa
Geometrical Data	
Length:	559 mm
Width:	305 mm
Height:	508 mm
Total weight:	43,5 kg



Product Service

Parameter

Type:	M1X MINI PUMP
Article number:	ART.593.292.0
Technical Data	
Type of engine:	Electric motor 220 VAC, 50 Hz
Supply rate/high pressure:	1 x 0,5 l/min / 70 MPa
Supply rate/low pressure:	1 x 2,3 l/min / 15 MPa
Hydraulic oil:	according to factory standard 61000137
Power:	0,5 kW
Idle-speed:	2800 rpm
Valve equipment:	1x dump valves
Maximal load:	
Sound power level L(wA):	80 dB(A)
Sound pressure level L(pA):	- dB(A)
Nominal pressure:	70 MPa
Geometrical Data	
Length:	414 mm
Width:	293 mm
Height:	427 mm
Total weight:	21,1 kg



Product Service

Parameter

Type:	M1X MINI PUMP W/OSC
Article number:	ART.593.512.1
Technical Data	
Type of engine:	Electric motor 220 VAC, 50 Hz
Supply rate/high pressure:	1 x 0,5 l/min / 70 MPa
Supply rate/low pressure:	1 x 2,3 l/min / 15 MPa
Hydraulic oil:	according to factory standard 61000137
Power:	0,5 kW
Idle-speed:	2800 rpm
Valve equipment:	1x dump valves
Maximal load:	
Sound power level L(wA):	80 dB(A)
Sound pressure level L(pA):	- dB(A)
Nominal pressure:	70 MPa
Geometrical Data	
Length:	414 mm
Width:	293 mm
Height:	427 mm
Total weight:	21,1 kg

Munich, 2015-03-29


Gerhard Hintereder



Product Service

CERTIFICATE

No. Z2 16 03 62475 023

Holder of Certificate: American Rescue Technology Inc.2780 Culver Ave
Kettering OH 45429
USA**Production
Facility(ies):**

62475, 40028

Certification Mark:**Product:****Hydraulic appliances, hand operated
Spreaders****Model(s):**SL45-XL (W/OSC); S40XL (W/OSC);
S55 (W/OSC); S49XL (W/OSC);
S53-XL (W/OSC); S60-XL (W/OSC);
S80-XL (W/OSC); S20 (W/OSC)**Parameters:**

Nominal pressure: 70 MPa

Further parameters see attachment 1 - 8

Tested according to: NFPA 1936:2015

The product was tested on a voluntary basis and complies with the essential requirements. The certification mark shown above can be affixed on the product. It is not permitted to alter the certification mark in any way. In addition the certification holder must not transfer the certificate to third parties. See also notes overleaf.

Test report no.:

028-713060613-401

Valid until:

2021-03-17

Date, 2016-03-29
(Gerhard Hintereder)

Page 1 of 9





Parameter

Type:	SL45-XL (W/OSC)
Art. No.:	ART.107.137.3
Technical data	
Width of opening:	600 mm
Pulling distance:	441 mm
Spreading force:	
1 - Lowest spreading force (LSF)	34,8 kN
2 - Highest spreading force (HSF)	47,0 kN
Pulling force:	
1 - Lowest pulling force (LPF)	27,9 kN
2 - Highest pulling force (HPF)	45,0 kN
Dimension:	
Length:	766 mm
Width:	243 mm
Height:	196 mm
Total Weight:	14,6 kg
Nominal pressure:	70 MPa



Parameter

Type: S40XL (W/OSC)

Art. No.: ART.593.080.4

Technical data

Width of opening: 700 mm
Pulling distance: 563 mm

Spreading force:
1 - Lowest spreading force (LSF) 49,0 kN
2 - Highest spreading force (HSF) 61,9 kN

Pulling force:
1 - Lowest pulling force (LPF) 40,1 kN
2 - Highest pulling force (HPF) 50,5 kN

Dimension:

Length: 791 mm
Width: 248 mm
Height: 199 mm

Total Weight: 20,3 kg

Nominal pressure: 70 MPa



Parameter

Type:	S55 (W/OSC)
Art. No.:	ART.593.618.7
Technical data	
Width of opening:	810 mm
Pulling distance:	666 mm
Spreading force:	
1 - Lowest spreading force (LSF)	43,5 kN
2 - Highest spreading force (HSF)	52,8 kN
Pulling force:	
1 - Lowest pulling force (LPF)	29,5 kN
2 - Highest pulling force (HPF)	43,0 kN
Dimension:	
Length:	854 mm
Width:	245 mm
Height:	199 mm
Total Weight:	20,5 kg
Nominal pressure:	70 MPa



Parameter

Type: S49XL (W/OSC)

Art. No.: ART.593.364.1

Technical data

Width of opening: 710 mm
Pulling distance: 561 mm

Spreading force:
1 - Lowest spreading force (LSF) 49,0 kN
2 - Highest spreading force (HSF) 61,0 kN

Pulling force:
1 - Lowest pulling force (LPF) 38,0 kN
2 - Highest pulling force (HPF) 48,0 kN

Dimension:

Length: 766 mm
Width: 243 mm
Height: 199 mm

Total Weight: 19,9 kg

Nominal pressure: 70 MPa



Parameter

Type: S53-XL (W/OSC)

Art. No.: ART.105.812.5

Technical data

Width of opening: 800 mm

Pulling distance: 645 mm

Spreading force:

1 - Lowest spreading force (LSF) 52,8 kN

2 - Highest spreading force (HSF) 81,3 kN

Pulling force:

1 - Lowest pulling force (LPF) 38,6 kN

2 - Highest pulling force (HPF) 66,0 kN

Dimension:

Length: 836 mm

Width: 299 mm

Height: 216 mm

Total Weight: 20,3 kg

Nominal pressure: 70 MPa



Parameter

Type: S60-XL (W/OSC)

Art. No.: ART.593.168.1

Technical data

Width of opening: 810 mm
Pulling distance: 643 mm

Spreading force:
1 - Lowest spreading force (LSF) 63,0 kN
2 - Highest spreading force (HSF) 84,7 kN

Pulling force:
1 - Lowest pulling force (LPF) 45,2 kN
2 - Highest pulling force (HPF) 63,5 kN

Dimension:

Length: 856 mm
Width: 329 mm
Height: 213 mm

Total Weight: 24,7 kg

Nominal pressure: 70 MPa



Parameter

Type: S80-XL (W/OSC)

Art. No.: ART.593.070.7

Technical data

Width of opening: 620 mm
Pulling distance: 444 mm

Spreading force:
1 - Lowest spreading force (LSF) 87,7 kN
2 - Highest spreading force (HSF) 115,5 kN

Pulling force:
1 - Lowest pulling force (LPF) 60,0 kN
2 - Highest pulling force (HPF) 95,8 kN

Dimension:

Length: 749 mm
Width: 329 mm
Height: 213 mm

Total Weight: 25,1 kg

Nominal pressure: 70 MPa

Attachment 8 to Certificate No. Z2 16 03 62475 023
Firm: American Rescue Technology Inc.



Product Service

Parameter

Type:	S20 (W/OSC)
Art. No.:	ART.182.286.1
Technical data	
Width of opening:	61 mm
Spreading force:	
Highest spreading force (HSF)	248 kN
Dimension:	
Length:	609 mm
Width:	150 mm
Height:	120 mm
Total Weight:	9,3 kg
Nominal pressure:	70 MPa

Munich, 2016-03-29

Gerhard Hintereder



Product Service

CERTIFICATE

No. Z2 16 03 62475 021

Holder of Certificate: American Rescue Technology Inc.2780 Culver Ave
Kettering OH 45429
USA**Production
Facility(ies):**

62475, 40028

Certification Mark:**Product:**Hydraulic appliances, hand operated
Rescue cutters cutting tool**Model(s):**C30 (W/OSC); C50 (W/OSC);
C105 (W/OSC); C140LD (W/OSC);
C160 (W/OSC); C165 (W/OSC);
C185 (W/OSC); C185NXTgen (W/OSC);
C220 (W/OSC); C236 (W/OSC);
C236SL NXTgen (W/OSC); C270 (W/OSC);
C365 (W/OSC); ALL 9 (W/OSC);
MASS TRANSIT (W/OSC)**Parameters:**

Nominal pressure: 70 MPa

Further parameters see attachment 1 - 15

Tested according to: NFPA 1936:2015

The product was tested on a voluntary basis and complies with the essential requirements. The certification mark shown above can be affixed on the product. It is not permitted to alter the certification mark in any way. In addition the certification holder must not transfer the certificate to third parties. See also notes overleaf.

Test report no.: 028-713060613-201**Valid until:** 2021-03-17**Date,** 2016-03-29
(Gerhard Hintereder)

Page 1 of 16



Attachment 1 to Certificate No. Z2 16 03 62475 021
Firm: American Rescue Technology Inc.



Product Service

Parameter

Type:	C30 (W/OSC)
Art. No.:	ART.283.667.0
Technical data	
Width of opening:	30 mm
Dimension:	
Length:	388 mm
Width:	71 mm
Height:	129 mm
Total Weight:	3,9 kg
Nominal pressure:	70 MPa
Cutting class:	A3, B2, C1, D2, E2



Parameter

Type:	C50 (W/OSC)
Art. No.:	ART.283.464.2
Technical data	
Width of opening:	48 mm
Dimension:	
Length:	423 mm
Width:	71 mm
Height:	138 mm
Total Weight:	4,3 kg
Nominal pressure:	70 MPa
Cutting class:	A4, B3, C2, D4, E3

Attachment 3 to Certificate No. Z2 16 03 62475 021
Firm: American Rescue Technology Inc.



Product Service

Parameter

Type:	C105 (W/OSC)
Art. No.:	ART.593.678.0
Technical data	
Width of opening:	100 mm
Dimension:	
Length:	575 mm
Width:	184 mm
Height:	205 mm
Total Weight:	9,3 kg
Nominal pressure:	70 MPa
Cutting class:	A5, B4, C5, D6, E6

Attachment 4 to Certificate No. Z2 16 03 62475 021
Firm: American Rescue Technology Inc.



Product Service

Parameter

Type:	C140LD (W/OSC)
Art. No.:	ART.107.565.2
Technical data	
Width of opening:	143 mm
Dimension:	
Length:	669 mm
Width:	175 mm
Height:	222 mm
Total Weight:	7,9 kg
Nominal pressure:	70 MPa
Cutting class:	A5, B3, C3, D6, E7

Attachment 5 to Certificate No. Z2 16 03 62475 021
 Firm: American Rescue Technology Inc.



Product Service

Parameter

Type:	C160 (W/OSC)
Art. No.:	ART.105.053.9
Technical data	
Width of opening:	160 mm
Dimension:	
Length:	712 mm
Width:	225 mm
Height:	196 mm
Total Weight:	14,6 kg
Nominal pressure:	70 MPa
Cutting class:	A7, B7, C6, D7, E8

Attachment 6 to Certificate No. Z2 16 03 62475 021
Firm: American Rescue Technology Inc.



Product Service

Parameter

Type:	C165 (W/OSC)
Art. No.:	ART.593.207.6
Technical data	
Width of opening:	150 mm
Dimension:	
Length:	711 mm
Width:	225 mm
Height:	202 mm
Total Weight:	16,3 kg
Nominal pressure:	70 MPa
Cutting class:	A8, B6, C6, D7, E9

Attachment 7 to Certificate No. Z2 16 03 62475 021
Firm: American Rescue Technology Inc.



Product Service

Parameter

Type:	C185 (W/OSC)
Art. No.:	ART.105.922.6
Technical data	
Width of opening:	180 mm
Dimension:	
Length:	740 mm
Width:	232 mm
Height:	206 mm
Total Weight:	17,6 kg
Nominal pressure:	70 MPa
Cutting class:	A7, B9, C7, D9, E9

Attachment 8 to Certificate No. Z2 16 03 62475 021
Firm: American Rescue Technology Inc.



Product Service

Parameter

Type: C185NXTgen (W/OSC)

Art. No.: ART.105.922.6

Technical data

Width of opening: 180 mm

Dimension:

Length: 740 mm

Width: 232 mm

Height: 206 mm

Total Weight: 17,8 kg

Nominal pressure: 70 MPa

Cutting class: A7, B9, C7, D9, E9

Attachment 9 to Certificate No. Z2 16 03 62475 021
 Firm: American Rescue Technology Inc.



Product Service

Parameter

Type:	C220 (W/OSC)
Art. No.:	ART.106.337.2
Technical data	
Width of opening:	220 mm
Dimension:	
Length:	728 mm
Width:	236 mm
Height:	196 mm
Total Weight:	14,4 kg
Nominal pressure:	70 MPa
Cutting class:	A6, B7, C6, D8, E8

Attachment 10 to Certificate No. Z2 16 03 62475 021
Firm: American Rescue Technology Inc.



Product Service

Parameter

Type:	C236 (W/OSC)
Art. No.:	ART.593.585.7
Technical data	
Width of opening:	200 mm
Dimension:	
Length:	833 mm
Width:	265 mm
Height:	217 mm
Total Weight:	19,9 kg
Nominal pressure:	70 MPa
Cutting class:	A8, B9, C8, D9, E9

Attachment 11 to Certificate No. Z2 16 03 62475 021
Firm: American Rescue Technology Inc.



Product Service

Parameter

Type:	C236SL NXTgen (W/OSC)
Art. No.:	ART.106.949.8
Technical data	
Width of opening:	200 mm
Dimension:	
Length:	833 mm
Width:	260 mm
Height:	162 mm
Total Weight:	19,8 kg
Nominal pressure:	70 MPa
Cutting class:	A8, B9, C8, D9, E9

Attachment 12 to Certificate No. Z2 16 03 62475 021
Firm: American Rescue Technology Inc.



Product Service

Parameter

Type:	C270 (W/OSC)
Art. No.:	ART.593.209.2
Technical data	
Width of opening:	280 mm
Dimension:	
Length:	762 mm
Width:	225 mm
Height:	202 mm
Total Weight:	17,0 kg
Nominal pressure:	70 MPa
Cutting class:	A7, B8, C7, D8, E9

Attachment 13 to Certificate No. Z2 16 03 62475 021
Firm: American Rescue Technology Inc.



Product Service

Parameter

Type:	C365 (W/OSC)
Art. No.:	ART.105.048.4
Technical data	
Width of opening:	170 mm
Dimension:	
Length:	811 mm
Width:	298 mm
Height:	221 mm
Total Weight:	22,0 kg
Nominal pressure:	70 MPa
Cutting class:	A8, B9, C8, D9, E9

Attachment 14 to Certificate No. Z2 16 03 62475 021
Firm: American Rescue Technology Inc.



Product Service

Parameter

Type:	ALL 9 (W/OSC)
Art. No.:	ART.593.535.0
Technical data	
Width of opening:	180 mm
Dimension:	
Length:	855 mm
Width:	298 mm
Height:	223 mm
Total Weight:	22,5 kg
Nominal pressure:	70 MPa
Cutting class:	A9, B9, C9, D9, E9

Attachment 15 to Certificate No. Z2 16 03 62475 021
Firm: American Rescue Technology Inc.



Product Service

Parameter

Type: MASS TRANSIT (W/OSC)

Art. No.: ART.593.616.0

Technical data

Width of opening: 120 mm

Dimension:

Length: 585 mm

Width: 205 mm

Height: 247 mm

Total Weight: 19,5 kg

Nominal pressure: 70 MPa

Cutting class: A4, B3, C5, D6, E6

Munich, 2016-03-29


Gerhard Hintereder

ATTACHMENT I: PRICING PAGE

The pricing request is for the initial purchase of 17 Gas Powered Hydraulic Rescue Tool Sets. Pricing for each component tool shall be **COMPLETE** and include **ALL** costs associated with delivery, setup, training and implementation of the equipment.

Initial One-Time Purchase

Item	Description	Qty	UOM	Unit Price	Total
3.2	Gas Power Unit Outlaw w/elec start	17	Each	\$ 6272.00	\$ 106,624.00
3.3	Spreader S53	17	Each	\$ 7000.00	\$ 119,000.00
3.4	Curved Blade Cutter All 9	17	Each	\$ 6336.00	\$ 107,712.00
3.5	Straight Blade Cutter C50	17	Each	\$ 2304.00	\$ 39,168.00
3.6	Three Stage Telescoping Ram 19/51	17	Each	\$ 6216.00	\$ 105,672.00
3.7	Single Piston Push/Pull Ram 41"	17	Each	\$ 2384.00	\$ 40,528.00
3.8	Push/Pull Ram Accessory Kit	17	Each	\$ 1424.00	\$ 24,208.00
3.9	Hydraulic Hoses Single Line	51	Each	\$ 1200.00	\$ 61,200.00
Sales Tax (8%)					\$ 45,980.51
Total					\$ 620,736.91

Describe the warranty and duration of the warranty included in the initial purchase price:

Genesis Rescue Systems are warranted for lifetime of ownership against workmanship and defects.

* PLEASE NOTE PRICING REFLECTS A TRADE-IN DISCOUNT OF \$29,355.60

Extended Warranty and Maintenance Service

Item No	Description	Qty	UOM	Price per Year	Total
1	Extended Warranty	2	Year	\$ 0	\$ 0
2	Annual Preventative Maintenance Service	3	Year	\$ 15,215	\$ 45,645.00
Grand Total					\$ 45,645.00

PRICING: Pricing shall include all labor, materials, supplies, supervision, handling and transportation charges and all charges incidental to the requested work excluding Sales Tax.

PRICE CHANGES: Contract pricing shall remain fixed for the initial one (1) year term of the contract. Price changes after the first year of the contract shall be negotiated, but shall not exceed the most recent available 12-month period for the Los Angeles-Riverside-Orange County, CA Consumer Price Index (CPI). Vendors must provide verifiable documentation from the manufacturer for any price changes in excess of the CPI. Any such requests must include dated manufacturer list prices at the time that the bid was submitted and dated manufacturer lists prices

ATTACHMENT I: PRICING PAGE **Alternate 1 Rescue Tool Package**

The pricing request is for the initial purchase of 17 Gas Powered Hydraulic Rescue Tool Sets. Pricing for each component tool shall be **COMPLETE** and include **ALL** costs associated with delivery, setup, training and implementation of the equipment.

Initial One-Time Purchase

Item	Description	Qty	UOM	Unit Price	Total
3.2	Gas Power Unit Outlaw 6.5hp	17	Each	\$ 5768.00	\$ 98,056.00
3.3	Spreader S49	17	Each	\$ 5600.00	\$ 95,200.00
3.4	Curved Blade Cutter C236	17	Each	\$ 6256.00	\$ 106,352.00
3.5	Straight Blade Cutter C50	17	Each	\$ 2304.00	\$ 39,168.00
3.6	Three Stage Telescoping Ram 19/51	17	Each	\$ 6216.00	\$ 105,672.00
3.7	Single Piston Push/Pull Ram 41"	17	Each	\$ 2384.00	\$ 40,528.00
3.8	Push/Pull Ram Accessory Kit	17	Each	\$ 1424.00	\$ 24,208.00
3.9	Hydraulic Hoses Single Line	51	Each	\$ 1200.00	\$ 61,200.00
Sales Tax (8%)					\$ 43,417.18
Total					\$ 586,131.98

Describe the warranty and duration of the warranty included in the initial purchase price:

Genesis Rescue Systems are warranted for lifetime of ownership against workmanship and defects.

*** PLEASE NOTE PRICING REFLECTS A TRADE-IN DISCOUNT OF \$27,669.20**

Extended Warranty and Maintenance Service

Item No	Description	Qty	UOM	Price per Year	Total
1	Extended Warranty	2	Year	\$ 0	\$ 0
2	Annual Preventative Maintenance Service	3	Year	\$ 15,215.00	\$ 45,645.00
Grand Total					\$ 45,645.00

PRICING: Pricing shall include all labor, materials, supplies, supervision, handling and transportation charges and all charges incidental to the requested work excluding Sales Tax.

PRICE CHANGES: Contract pricing shall remain fixed for the initial one (1) year term of the contract. Price changes after the first year of the contract shall be negotiated, but shall not exceed the most recent available 12-month period for the Los Angeles-Riverside-Orange County, CA Consumer Price Index (CPI). Vendors must provide verifiable documentation from the manufacturer for any price changes in excess of the CPI. Any such requests must include dated manufacturer list prices at the time that the bid was submitted and dated manufacturer lists prices

ATTACHMENT I: PRICING PAGE **Alternate 2 Rescue Tool Package**

The pricing request is for the initial purchase of 17 Gas Powered Hydraulic Rescue Tool Sets. Pricing for each component tool shall be **COMPLETE** and include **ALL** costs associated with delivery, setup, training and implementation of the equipment.

Initial One-Time Purchase

Item	Description	Qty	UOM	Unit Price	Total
3.2	Gas Power Unit Outlaw 6.5hp	17	Each	\$ 5768.00	\$ 98,056.00
3.3	Spreader S49	17	Each	\$ 5600.00	\$ 95,200.00
3.4	Curved Blade Cutter C365	17	Each	\$ 6336.00	\$ 107,712.00
3.5	Straight Blade Cutter C50	17	Each	\$ 2304.00	\$ 39,168.00
3.6	Three Stage Telescoping Ram 19/51	17	Each	\$ 6216.00	\$ 105,672.00
3.7	Single Piston Push/Pull Ram 41"	17	Each	\$ 2384.00	\$ 40,528.00
3.8	Push/Pull Ram Accessory Kit	17	Each	\$ 1424.00	\$ 24,208.00
3.9	Hydraulic Hoses Single Line	51	Each	\$ 1200.00	\$ 61,200.00
Sales Tax (8%)					\$ 43,520.54
Total					\$587,527.34

Describe the warranty and duration of the warranty included in the initial purchase price:

Genesis Rescue Systems are warranted for lifetime of ownership against workmanship and defects.

*** PLEASE NOTE PRICING REFLECTS A TRADE-IN DISCOUNT OF \$27,737.20**

Extended Warranty and Maintenance Service

Item No	Description	Qty	UOM	Price per Year	Total
1	Extended Warranty	2	Year	\$ 0	\$ 0
2	Annual Preventative Maintenance Service	3	Year	\$ 15,215	\$ 45,645.00
Grand Total					\$ 45,645.00

PRICING: Pricing shall include all labor, materials, supplies, supervision, handling and transportation charges and all charges incidental to the requested work excluding Sales Tax.

PRICE CHANGES: Contract pricing shall remain fixed for the initial one (1) year term of the contract. Price changes after the first year of the contract shall be negotiated, but shall not exceed the most recent available 12-month period for the Los Angeles-Riverside-Orange County, CA Consumer Price Index (CPI). Vendors must provide verifiable documentation from the manufacturer for any price changes in excess of the CPI. Any such requests must include dated manufacturer list prices at the time that the bid was submitted and dated manufacturer lists prices

at the time the increase was requested. OCFA's determination will be final. OCFA may request a price decrease should a change in the market conditions warrant such an adjustment and any reductions provided to the vendor from the manufacturer must be passed on to OCFA as soon as it is effective.

CURRENT EQUIPMENT – BUY BACK / TRADE-IN PRICING

OCFA desires proposals to include trade-in / buy back pricing for the existing extrication tools equipment which are in good working condition, however, inclusion of trade-in/buy back pricing is not a requirement for award of contract. Each offeror shall state within the terms of the submitted proposal their policy pertaining to buyback/exchange programs relative to equipment currently in use by the OCFA.

ITEM DESCRIPTION	QUANTITY	BUY BACK / TRADE IN PRICE OFFERED PER UNIT	TOTAL PRICE
Hurst – 5K psi Cutters JL 500	10	\$ n/a	\$ n/a
Hurst – 5K psi Cutters JL- MOC II	4	\$ n/a	\$ na/
Hurst – 5K psi Spreaders KL32	14	\$ n/a	\$ n/a
Hurst – 5K psi Small Ram JL 20 C	14	\$ n/a	\$ n/a
Hurst - 5K psi Medium Ram JL 30 C	14	\$ n/a	\$ n/a
Hurst – 5K psi Large Ram JL 60C	14	\$ n/a	\$ n/a
Hurst – 5K psi Power Unit ML-4G Mini Mate Simo	14	\$ n/a	\$ n/a
Hurst – 5K psi Supply Hoses Dual Hose with Streamline couplings	42	\$ n/a	\$ n/a
Holmatro – Cutters 4050 NCT	2	\$ n/a	\$ n/a
Holmatro – Spreaders 4260 UL	2	\$ n/a	\$ n/a
Holmatro – Ram 4050	2	\$ n/a	\$ n/a
Holmatro – Ram 4350	2	\$ n/a	\$ n/a
Holmatro – Power Unit DPU – 30 10.5K psi	2	\$ n/a	\$ n/a
Holmatro – Hoses CORE	6	\$ n/a	\$ n/a
Total Trade-in / Buy Back Price Offered			\$29,355.60

Provide any additional trade-in / buy back information for OCFA to consider:

Pricing sheet reflects trade-in allowance. MES offering addition premium if offered trade-in applied to 18th set of same rescue tool set outlined in this RFP, MES agree's to zero the balance of the difference on the 18th set. Example: if price of new set \$34,000, \$29,355.60 will be applied and MES will zero out the remaining cost for this 18th set.

GOVERNMENT / CO-OPERATIVE CONTRACT: Is your pricing based on a Government or Co-operative contract? YES _____ NO X

If yes, please provide details of which agency and contract the pricing is based on:

"PIGGYBACK" CLAUSE. Offeror shall indicate below if they will extend the same prices, terms, and conditions of the proposal to other public agencies: Yes X No _____. Offeror's response to this question will not be considered in award of contract. When the Offeror extends the prices, terms, and conditions of this proposal to other public agencies, the contract shall be between Offeror and the other agencies, and the Orange County Fire Authority shall bear no responsibility or liability for the contracts.

PAYMENT TERMS: Subsequent to delivery and acceptance of delivery, the supplier must submit an invoice for payment. Invoices can be sent electronically to: ap@ocfa.org or mailed to:

Orange County Fire Authority
Attention: Accounts Payable
PO Box 53008
Irvine, CA 92619

Invoices shall include the Company's Federal Tax ID#, Blanket Order #, quantity & description of the product delivered, the delivery location, date of delivery and price. Payment shall be made within thirty (30) days after receipt of accurate invoice. Invoices are to be submitted in arrears for goods provided. OCFA will endeavor to honor any "prompt payment discounts" when appropriately earned. Payment discounts must be clearly indicated in the bid submission. Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date OCFA's warrant is mailed.



REQUEST FOR BEST AND FINAL OFFER
RFP JA2172 Gas Powered Hydraulic Extrication Tools

DATE BEST AND FINAL OFFERS REQUESTED: JULY 18, 2017

DUE DATE FOR BEST AND FINAL OFFER: JULY 25, 2017

Municipal Emergency Services Inc.
brichardson@mesfire.com

Dear Barry Richardson,

Your firm, Municipal Emergency Services Inc., submitted a proposal in response to the above referenced Request for Proposal (RFP) issued by the Orange County Fire Authority (OCFA). Municipal Emergency Services, has been selected as a finalist for further consideration in the RFP process. As part of the negotiation process, the Orange County Fire Authority is exercising the right to request a Best and Final Offer (BAFO) for further evaluation and consideration.

Municipal Emergency Services Inc., is invited to submit its BAFO for consideration in the award determination process. Best and Final Offers must be received no later than **10:00 A.M. July 25, 2017**. The BAFO may be submitted by email with a signed original to follow in the mail.

The purpose of the Best and Final Offer is to allow both OCFA and your firm to make any modifications to the required specifications, terms or conditions, of the contract before making the final decision in the award. In addition, the BAFO also provides your firm an opportunity to make final adjustments to the proposed pricing included in your original proposal.

Best and Final Offers must be received by the Orange County Fire Authority - Purchasing Section no later than the deadline specified above. Please submit your response to this request via e-mail to: jamesaguila@ocfa.org. The Best and Final Offer will further assist in making our final award recommendation.

Thank you again for your continued interest in doing business with Orange County Fire Authority.

Best Regards,

A handwritten signature in black ink, appearing to read "James Aguila".

James Aguila
Assistant Purchasing Agent

TO THE ORANGE COUNTY FIRE AUTHORITY:

The Undersigned hereby amends the original proposal as indicated in this Best and Final Offer and shall provide the ~~Cardiac Monitors/Defibrillators and AEDs~~ in compliance with all terms, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein. The representations herein are made under penalty of perjury.

A handwritten signature in black ink, appearing to read "Barry Richardson".

Signature of Person Authorized to Sign

The name "Barry Richardson" printed in a stylized, cursive-like font.

Printed Name

July 24, 2017

Date

Regional Vice President

Title

Please provide a response to the following questions:

1. Per the RFP Terms and Conditions, proposals were to be valid for a minimum of 180 days. The proposal evaluation process will reach 180 days on July 24, 2017. Please state if Municipal Emergency Services is willing to extend their proposal through December 31, 2017?

Yes, Municipal Emergency Services, Inc. will extend our proposal through December 31, 2017.

2. Contract pricing shall remain fixed for the initial (1) year term of the contract. Price changes after the first year of the contract shall be negotiated, but shall not exceed the most recent available 12-month period for the Los Angeles-Riverside-Orange County, CA Consumer Price Index (CPI). If BAFO pricing will be held for multiple years, please indicate how many years MES is offering to hold pricing? Please describe how future price changes are determined, if any?

Municipal Emergency Services, Inc. will hold our pricing for the first year of the contract. However each subsequent year prices may increase per the local CPI used by Orange County.

3. Have there been any changes to the delivery lead time for the extrication tools since the original proposal? Please specify what the estimated delivery lead time will be after receipt of order.

No change in lead time. Delivery is 45 days ARO.

4. Please list the original date of manufacture for each of the following:

- | | | |
|----|-----------------------|------------------|
| a. | Outlaw Simo Pump 6.5H | <u>Year 2012</u> |
| b. | C365 Cutter | <u>Year 2011</u> |
| c. | 32" S53 Spreader | <u>Year 2013</u> |
| d. | 19/51 Telescoping Ram | <u>Year 2012</u> |
| e. | 16/31 Telescoping Ram | <u>Year 2006</u> |
| f. | 31" Push/Pull Ram | <u>Year 2010</u> |

5. Does MES anticipate any upcoming updates or changes to the proposed extrication tools?

Not at this time.

6. What is the average life expectancy for the quoted extrication tools?

Average life expectancy for all tools is about 10 years depending on use.

7. "Piggyback" Clause: please indicate whether Municipal Emergency Services Inc., is willing to extend the same prices, terms, and conditions of the proposal to other public agencies.

Municipal Emergency Services, Inc. does agree to the "Piggyback Clause" contained within our proposal to other public agencies.

Please provide response to the following "Service" related questions:

8. What is the estimated call response time for calls made during business hours?

Any phone call will be returned the same business day. However our goal is between 1-3 hours.

9. What is the estimated response time for on-site local field service support?

Response time will be within 24 hours of notification. If a service technician cannot arrive, and address the issue within 24 hours, a loaner tool will be delivered to OCFA within 24 hours. OCFA maintains possession of the loaner tool until the repaired tool is delivered back to OCFA.

10. What are the hours of operation for your customer service help line to initiate needed work orders on field repairs?

Normal business hours is Monday through Friday 8:00 A.M. to 5:00 P.M. However for emergency situations OCFA may call the cell number of Barry Richardson at 602-402-3668 24 hours a day, seven days a week.

11. Is MES willing to provide OCFA's Service Center with a "loaner" set of tools for the duration of the contract?

Municipal Emergency Services, Inc. does agree to offer a set of loaner tools for the duration of the contract.

BEST AND FINAL OFFER PRICING

The initial proposal pricing that was submitted is provided below with an additional section provided for a BAFO adjustment.

Item	Description	Qty	UOM	Unit Price	Total
3.2	Gas Power Unit Outlaw Simo Pump 6.5hp	17	Each	\$5,768.00	\$98,056.00
3.3	Spreader 32" S53	17	Each	\$7,000.00	\$119,000.00
3.4	Curved Blade Cutter C365	17	Each	\$6,336.00	\$107,712.00
3.5	Straight Blade Cutter Item Removed from RFP	17	Each	\$2,304.00	\$39,168.00
3.6	Telescoping Ram 19/51	17	Each	\$6,216.00	\$105,672.00
3.7	Push/Pull Ram 41"	17	Each	\$2,384.00	\$40,528.00
3.8	Ram Accessory Kit	17	Each	\$1,424.00	\$24,208.00
3.9	Hydraulic Hoses Single Line	51	Each	\$1,200.00	\$61,200.00
Subtotal					\$595,544.00
Sales Tax (8%)					\$47,643.52
Total					\$643,187.52

As discussed during our meeting on June 26, 2017, OCFA is requesting pricing for the following Extrication Equipment. Do not include any trade-in discounts in the unit pricing below. Trade-in offers shall be evaluated separately. Please provide your Best and Final Offer pricing:

Item	Description	Qty	UOM	Unit Price	Total
3.2	Gas Power Unit Outlaw Simo Pump 6.5hp	20	Each	\$5,646.15	\$112,923.00
3.3	Spreader 32" S53	20	Each	\$6,757.69	\$135,153.80
3.4	Curved Blade Cutter C365	20	Each	\$6,119.23	\$122,384.60
3.5	Telescoping Ram 16/31	20	Each	\$3,465.38	\$69,307.60
3.6	Telescoping Ram 19/51	20	Each	\$6,003.85	\$120,077.00
3.7	Push/Pull Ram 31"	7	Each	2,242.31	\$15,696.17
3.8	Ram Accessory Kit	6	Each	1,215.38	\$7,292.28
3.9	Hydraulic Hoses 32' Single Line	60	Each	1,153.85	\$69,231.00
Subtotal					\$652,065.45
Sales Tax (7.75%)					\$50,535.07
Total					\$702,600.52

Provide the **Annual Preventative Maintenance Service** cost per Equipment:

Item	Description	Qty	UOM	Unit Price	Total
3.2	Gas Power Unit Outlaw Simo Pump 6.5hp	20	Each	\$250.00	\$5,000.00
3.3	Spreader 32" S53	20	Each	\$100.00	\$2,000.00
3.4	Curved Blade Cutter C365	20	Each	\$100.00	\$2,000.00
3.5	Telescoping Ram 16/31	20	Each	\$65.00	\$1,300.00
3.6	Telescoping Ram 19/51	20	Each	\$65.00	\$1,300.00
3.7	Push/Pull Ram 31"	7	Each	\$65.00	\$455.00
3.8	Ram Accessory Kit	6	Each	No Charge	No Charge
3.9	Hydraulic Hoses 32' Single Line	60	Each	\$25.00	\$1,500.00
Grand Total Per Year					\$13,555.00

CURRENT EQUIPMENT – BUY BACK / TRADE-IN PRICING

OCFA desires proposals to include trade-in / buy back pricing for the existing extrication tools equipment which are in good working condition, however, inclusion of trade-in/buy back pricing is not a requirement for award of contract. Each offeror shall state within the terms of the submitted proposal their policy pertaining to buyback/exchange programs relative to equipment currently in use by the OCFA. Include the per unit price for each line item listed below.

ITEM DESCRIPTION	QUANTITY	BUY BACK / TRADE IN PRICE OFFERED PER UNIT	TOTAL PRICE
Hurst – 5K psi Cutters JL 500	10	\$	\$ Please read special notes
Hurst – 5K psi Cutters JL- MOC II	4	\$	\$ Please read special notes
Hurst – 5K psi Spreaders KL32	14	\$	\$ Please read special notes
Hurst – 5K psi Small Ram JL 20 C	14	\$	\$ Please read special notes
Hurst – 5K psi Medium Ram JL 30 C	14	\$	\$ Please read special notes
Hurst – 5K psi Large Ram JL 60C	14	\$	\$ Please read special notes
Hurst – 5K psi Power Unit ML-4G Mini Mate Simo	14	\$	\$ Please read special notes
Hurst – 5K psi Supply Hoses Dual Hose with Streamline couplings	42	\$	\$ Please read special notes
Holmatro – Cutters 4050 NCT	2	\$	\$ Please read special notes
Holmatro – Spreaders 4260 UL	2	\$	\$ Please read special notes
Holmatro – Ram 4050	2	\$	\$ Please read special notes
Holmatro – Ram 4350	2	\$	\$ Please read special notes
Holmatro – Power Unit DPU – 30 10.5K psi	2	\$	\$ Please read special notes
Holmatro – Hoses CORE	6	\$	\$ Please read special notes
Total Trade-in / Buy Back Price Offered			\$ Please read special notes

Provide any additional trade-in/buy back information for OCFA to consider:

Please read the attached letter for clarification on our offer for trade-in equipment.



July 24, 2017

Orange County Fire Authority
OCFA Purchasing Department
1 Fire Authority Road
Irvine, CA. 926024

RE: RFP JA2172 Gas Powered Hydraulic Extrication Tools
Subject: Best and Final Offer – Clarification Buy Back / Trade-In Pricing

Dear Mr. Aquila,

MES will provide one set of Genesis Rescue Tools for all trade in equipment as listed in the Best and Final offer by OCFA. We realize that the quantities listed for Trade-In / Buy Back on the Best and Final offer may be an estimate of quantities, and actual numbers can vary. The set of Genesis Rescue Tools that we are offering to cover all items for the Trade-In consist of one each: Outlaw 6.5 Power Unit, S53 Spreader, C365 Cutter, 15/3", 19/51", and 31" Rams, Ram Accessory Kit, and Two 32 Foot Hydraulic Genesis OSC Hoses. This is a value of \$32,603.85

The Trade-In items shall be shipped back to the address listed below at the expense of the Orange County Fire Authority. If you have any questions, please do not hesitate to let me know.

Ship to Address;
Equipment Management Company
22824 W. Winchester Dr.
Channahon, IL. 60410

Respectfully,
Barry Richardson

A handwritten signature in black ink, appearing to read "Barry Richardson", is written over a large, stylized, light-colored watermark that also appears to read "Barry Richardson".

Regional Vice President
Municipal Emergency Services



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
October 26, 2017

Agenda Item No. 3C
Consent Calendar

Reserve Firefighter Program Status Update

Contact(s) for Further Information

Brian Young, Assistant Chief brianyoung@ocfa.org 714.573.6014
Operations Department

Andy Kovacs, Division Chief andykovacs@ocfa.org 714.258.7892
Division 4 Community Volunteer Services

Summary

This item is submitted routinely to provide a six month status report on the OCFA Reserve Firefighter Program.

Prior Board/Committee Action

Not Applicable.

RECOMMENDED ACTION(S)

Per prior Board direction to receive six-month status reports on the status of OCFA's Reserve Firefighter Program, it is recommended that the Board receive and file the report.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding for the Reserve Firefighter Program is included in the FY 2017/18 adopted budget.

Background

This report on the Reserve Firefighter Program activities covers the period of April 1, 2017, to September 30, 2017.

Current Reserve Program Status

Consistently operating under budget and effectively augmenting the OCFA's career staff.

Roster Size/Strength

Current roster information is presented for review in Attachment 1.

Recruitment/Hiring

OCFA Reserve Academy #20 began on July 11, 2017, and is currently in progress with 31 participants. The RFF Graduation is scheduled for Saturday, November 4, 2017. The Operations Training & Safety section has opened the offering for more courses than in years past with the intent to train our reserve corp and to keep classes full. We are currently working on scheduling to deliver a Wildland Chainsaw Class (S-212) to the reserves with the goal to be completed before February 2018.

Training/EMS

Our goal in 2018 is to complete a Driver Operator Academy, a Reserve Officer Academy, another Reserve Firefighter Academy, and continue to offer continuing education for our reserve ranks.

Attachment(s)

1. Reserve Program Staffing Levels as of October 2017
2. Summary of Reserve Unit Activity (04/01/17 – 09/30/17)

Reserve Firefighter Program
STAFFING LEVELS

Reserve Program staffing levels, vacancies, applications, as of October, 2017

Station		Equipment	Total Roster Positions	# Qualified	# Vacancies
7	San Juan Capo	Patrol, WT	27	12	15
11	Emerald Bay	Engine, Patrol	29	13	16
14	Silverado Cyn	Engine, Patrol	29	7	22
16	Modjeska Cyn	Engine, Patrol, WT	29	21	8
18	Trabuco Cyn	Patrol	24	24	0
26	Irvine	Patrol	22	18	4
30	Dana Point	Patrol, Air Unit	27	16	11
32	Yorba Linda	Patrol, WT	27	15	12
C18	Trabuco Cyn	Reserve Hand Crew	32	19	13
C41	Fullerton Airport	Heli-Support, WT, Air Unit	30	29	1
Totals			276	174	102

Summary of Reserve Unit Activity

04/01/17 to 09/30/17

Fire Station Location	Unit	# Dispatched Responses	# En Route Responses	% En Route Dispatched	# On Scene Responses	% On Scene Dispatched
FS 7 San Juan Capistrano	Patrol 7	255	106	42%	66	26%
	Water Tender 7	27	14	52%	7	26%
	Totals	282	120	43%	73	26%
FS 11 Emerald Bay	Engine 11	29	14	48%	14	48%
	Patrol 11	94	67	71%	53	56%
	Totals	123	81	66%	67	54%
FS 14 Silverado	Engine 14	15	7	47%	4	27%
	Patrol 14	49	32	65%	21	43%
	Totals	64	39	61%	25	39%
FS 16 Modjeska	Engine 16	32	20	63%	10	31%
	Patrol 16	45	40	89%	24	53%
	Water Tender 16	33	26	79%	11	33%
	Totals	110	86	78%	45	41%
FS 26 Irvine	Patrol 26	280	163	58%	82	29%
	Totals	280	163	58%	82	29%
FS 18 Trabuco Canyon	Patrol 18	56	31	55%	17	30%
	Crew 18	3	1	33%	0	0%
	Totals	59	32	54%	17	29%
FS 30 Dana Point	Patrol 30	113	26	23%	17	15%
	Air Utility 30	8	1	13%	1	13%
	Totals	121	27	22%	18	15%
FS 32 Yorba Linda	Patrol 32	91	34	37%	21	23%
	Water Tender 32	23	7	30%	2	9%
	Totals	114	41	36%	23	20%
FS 41 Fullerton Airport	Hel-Support 41	8	7	88%	3	38%
	Heli-Tender 41	82	38	46%	13	16%
	Heli-Tender 241	58	26	45%	12	21%
	Air Utility 41	0	0		0	
	Totals	148	71	48%	28	30%

Dispatched Responses:

En Route Responses:

% En Route Dispatched:

On Scene Responses:

% On Scene Dispatched:

Total number of incidents the unit was dispatched.

Number of times the unit went en route to the dispatched responses.

Percentage of dispatched responses the unit went en route.

Number of times the unit arrived on scene, without being cancelled.

Percentage of total dispatched responses that the unit arrived on scene of the emergency.



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
October 26, 2017

Agenda Item No. 3D
Consent Calendar

**Budget Adjustment and Award of Contract for Helicopter
Maintenance and Repair Services**

Contact(s) for Further Information

Brian Young, Assistant Chief
Operations Department

brianyoung@ocfa.org

714.573.6014

Craig Covey, Battalion Chief
Air Operations Program Manager

craigcovey@ocfa.org

714.522.2113

Summary

This agenda item is submitted for approval of funding and purchase order for upcoming major inspection and upgrade projects for helicopters 1 & 3 and approval of a separate blanket order and agreement for as-needed miscellaneous helicopter maintenance and repair services to Rotorcraft Support, Inc. as a result of a competitive Request for Proposal process.

Prior Board/Committee Action(s)

Not Applicable.

RECOMMENDED ACTION(S)

To approve funding for major inspections and upgrades for helicopters 1 & 3, and to award a blanket order and agreement for as-needed misc. helicopter maintenance and repair services, it is recommended that the Board:

1. Approve a budget adjustment in the General Fund CIP (121) increasing expenditures by \$175,800 for upcoming major inspection and upgrade projects for helicopters 1 & 3.
2. Approve and authorize the Purchasing Manager to issue a one-time purchase order to Rotorcraft Support Inc., in the amount of \$175,800 for the 5-year inspection and upgrade projects for helicopter 1 and for the 10-year inspection of helicopter 3.
3. Approve and authorize the Purchasing Manager to sign the helicopter and maintenance agreement and establish a one-year blanket order with Rotorcraft Support, Inc. for as-needed miscellaneous helicopter maintenance and repair services in an amount not to exceed \$150,000.
4. Approve and authorize the Purchasing Manager to extend the contract up to four additional one-year renewals at \$150,000 per year with annual increases not to exceed 3% per year or the percentage increase in the U.S. Department of Labor Consumer Price Index for All Urban Consumers, Services, in the Los Angeles-Riverside-Orange County, CA Area, whichever is lower.

Impact to Cities/County

The proposed adjustments to the FY 2017/18 Budget will have no impact to cash contract city charges.

Fiscal Impact

Approval of the requested adjustment will increase appropriations in the General Fund CIP (121) by \$175,800. Funding for the \$150,000 as-needed miscellaneous maintenance and repair services is already included in the approved FY 2017/18 Budget.

Background

The Air Operations Program is responsible for the maintenance and repair of OCFA's fleet of four helicopters which are comprised of two Bell 412EP helicopters and two Bell UH-1H "Super Huey" helicopters. The aircrafts are multi-mission capable, which includes firefighting, medical transport, hoist operations, and search and rescue. These helicopters are on hourly and calendar-based inspection programs. While ongoing maintenance and service requirements are completed by OCFA personnel, many major inspections, maintenance and repair services, overhauls, and modifications for the Bell helicopters that are required on an intermittent and as-needed basis can only be performed by certified vendors with approved facilities and specialized skills. These major services are beyond the capacity of the OCFA's personnel and facilities. When any aircraft is on the ground (Aircraft on Ground - AOG) for any length of time, the remaining fleet suffers. When operational demands dictate aircraft usage, based on AOG conditions, these planned inspections are thrown off schedule resulting in overlapping inspections and overly taxed maintenance crews. Approval of the recommended action to establish a contract with Rotorcraft Support, Inc., for as-needed helicopter maintenance and repair services to assist beyond staff capacity, will decrease the downtime of grounded aircraft and enable the OCFA Air Operations Program to continue providing services to residents by ensuring the OCFA Bell helicopters are well-maintained and operational.

Request for Proposal (RFP) Process

On August 14, 2017, RFP JA2226 was issued and sent to 66 registered vendors on Planet Bids with the intent to solicit qualified proposals to provide as-needed helicopter maintenance and repair services for OCFA's Bell helicopters. A non-mandatory pre-proposal meeting was held on August 24, 2017, and representatives from two companies attended. Final proposals were due September 7, 2017, and one proposal was received. The proposal was reviewed to determine whether it met minimum mandatory requirements, in accordance with the evaluation criteria set forth in the RFP. It was determined that Rotorcraft Support, Inc. met all the minimum mandatory requirements. Additional information about the evaluation process is provided in Attachment 1.

Recommendation for Award

Based on the results of the RFP evaluation process, staff is recommending the award of a one-year blanket order contract to Rotorcraft Support Inc., for as-needed helicopter maintenance and repair services in the amount of \$150,000 annually with the approval of the Purchasing Manager to renew the contract for up to four additional one-year renewals at \$150,000 per year with annual increases not to exceed 3% per year or the percentage increase in the U.S. Department of Labor Consumer Price Index for All Urban Consumers, Services, in the Los Angeles-Riverside-Orange County, CA Area, whichever is lower.

Additionally, with an appropriation of approximately \$175,800, and approval of the one-time purchase order to Rotorcraft in the same amount, the required 5-year inspection and upgrade projects for helicopter 1, and the 10-year inspection of helicopter 3 can be completed on schedule. Additional details on the major maintenance inspections and upgrade projects are provided in the summary detail Attachment 1.

Attachment(s)

1. Summary of Evaluation Process and Results
2. Proposed Agreement (on file in the Office of the Clerk and available upon request)

Orange County Fire Authority
JA2226 – Helicopter Maintenance and Repair Services

Evaluation

An evaluation team consisting of one Battalion Chief, one Senior Fire Helicopter Technician, and one Lead Fire Pilot evaluated Rotorcraft Support's written proposal. The proposal was evaluated based on the criteria and point structure as defined in the RFP: statement of qualifications & experience (30), past performance as indicated by references (10), project approach/scope of work (20), overall responsiveness (10), and proposed cost (30). RSI scored high and is the only responsive and responsible offeror. Final evaluation scores, are shown in the table below:

Evaluation Scoring Summary	Rotorcraft Support Inc.		
Evaluator #	1	2	3
A. Statement of Qualifications & Experience (30)	30	30	30
B. Past Performance as indicated by References (10)	9	10	10
C. Project Approach/Scope of Work (20)	20	20	20
D. Overall Responsiveness (10)	10	10	10
E. Proposed Costs (30)	30	30	30
Total Points	99	100	100
Proposal Ranking	1	1	1
Sum of Written Proposal Rankings	3		

Hourly Labor Rates	Services performed at Contractors Facility	Services performed at OCFA Air Ops Facility
Regular Hourly Rate (7:00 a.m. to 5:00 p.m.)	\$110	\$125
Overtime Hourly Rate	\$165	\$187.50

Materials Costs: Parts purchased by the Contractor for repair of the equipment shall be charged the Contractor's actual cost of the parts (including all applicable taxes) plus the percentage stated below:

1. Contractor Cost + 20 %
2. New Bell Parts shall be invoiced at the Bell Published List Price less 7 %

Flat Rate pricing for specific Inspection Services are provided in the Vendor's proposal which is included as attachment 2.

While only one proposal was received in response to the RFP, staff contacted local government agencies who currently contract with Rotorcraft Support for similar services and found that the pricing proposed by RSI was consistent with the contract pricing RSI has in place with other agencies such as the Los Angeles City Fire Department, Los Angeles County Fire Department, and Orange County Sheriff's Department.

Orange County Fire Authority
JA2226 – Helicopter Maintenance and Repair Services

Major Inspections and Upgrades

Federal Air Regulations (FAR) [Part 91, §403 (c)] state that no person may operate an aircraft for which a manufacturer's maintenance manual or instructions for continued airworthiness has been issued that contains an airworthiness limitations section unless the mandatory replacement times, inspection intervals, and related procedures specified in that section of the alternative inspection intervals and related procedures have been complied with.

Helicopter 1 is due for a major inspection in accordance with the manufacturer's (Bell Helicopters) maintenance instructions. This inspection is due every 5,000 flight hours or 5-years, whichever is first. The last 5-year inspection took roughly 3 months to complete, so in an effort to minimize aircraft on the ground time, this inspection will need to begin in December 2017, and be completed and placed back in service prior to HC2 coming out of service for its annual maintenance. Rotorcraft Support has bid this project at \$74,800. Additionally, Air Ops staff has identified additional projects that can be completed by the vendor, during the time that the aircraft is on the ground for its 5-year inspection, which will enhance the safety of the aircraft and reduce the aircrafts time out of service. These projects include replacement of the automatic fuel control unit and mid TBO inspection, fuel nozzle cleaning and inspection, hydrostatic testing of engine fire bottles and squib replacement, x-ray inspection of tail rotor blades and repainting, and recertification of aircrew seatbelts. Total project costs are estimated at \$29,500

Helicopter 3 is also due for a major 10-year inspection per the USFS and State guidelines. This 10-year inspection is a highly detailed corrosion inspection which entails retreating the airframe with primer and paint. Rotorcraft Support has bid this project at \$71,500. For scheduling purposes, HC3 would be pulled out of service during the second quarter of 2018.

**ORANGE COUNTY FIRE AUTHORITY
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this _____ day of October, 2017, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Rotorcraft Support Inc., a California Corporation, hereinafter referred to as "Firm". OCFA and Firm are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, OCFA requires the services of a qualified firm to provide as-needed Helicopter Maintenance and Repair Services as requested in RFP JA2226, hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted to OCFA a proposal dated September 6, 2017, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by this reference ("Proposal"); and

WHEREAS, based on its experience and reputation, Firm is qualified to provide the necessary services for the Project and desires to provide such services; and

WHEREAS, OCFA desires to retain the services of Firm for the Project.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, OCFA agrees to employ and does hereby employ Firm and Firm agrees to provide professional services as follows:

AGREEMENT

1. PROFESSIONAL SERVICES

1.1 Scope of Services

In compliance with all terms and conditions of this Agreement, Firm shall provide those services specified in Firm's Proposal attached hereto as Exhibit "A." The Scope of Services includes by reference and by addendum: (1) OCFA's Request for Proposal, RFP JA2226, dated August 14, 2017 ("RFP"), (2) Firm's Proposal, and (3) any amendments, addendums, change orders, or modifications mutually agreed upon by the parties hereto ("Services" or "Work"). Firm warrants that all Services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Firm represents and warrants that it and all employees, subconsultants and subcontractors providing any Services pursuant to this Agreement shall have a sufficient skill and experience to perform the

Services. All Services shall be completed to the reasonable satisfaction of the OCFA. In the event of any inconsistency between the terms contained in the Firm's Proposal, OCFA's RFP and/or the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement and then the RFP shall govern, in that order.

1.2 Compliance with Law

All services rendered hereunder shall be provided in accordance with all laws, ordinances, resolutions, statutes, rules, and regulations of OCFA and any federal, state or local governmental agency of competent jurisdiction.

1.3 Licenses and Permits

Firm shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

1.4 Familiarity with Work

By executing this Agreement, Firm warrants that Firm (a) has thoroughly investigated and considered the Work to be performed, (b) has investigated the site of the Work and become fully acquainted with the conditions there existing, (c) has carefully considered how the Work should be performed, and (d) fully understands the facilities, difficulties and restrictions attending performance of the Work under this Agreement. Should the Firm discover any latent or unknown conditions materially differing from those inherent in the Work or as represented by OCFA, Firm shall immediately inform OCFA of such fact and shall not proceed with any Work except at Firm's risk until written instructions are received from the Contract Officer.

1.5 Care of Work

Firm shall adopt and follow reasonable procedures and methods during the term of the Agreement to prevent loss or damage to materials, papers or other components of the work, and shall be responsible for all such damage until acceptance of the work by OCFA, except such loss or damages as may be caused by OCFA's own negligence.

1.6 Additional Services

Firm shall perform services in addition to those specified in the Proposal when directed to do so in writing by the Contract Officer, provided that Firm shall not be required to perform any additional services without compensation. Any additional compensation not exceeding ten percent (10%) of the original Agreement sum must be approved in writing by the Contract Officer. Any greater increase must be approved in writing by the Purchasing Manager.

2. TIME FOR COMPLETION

The time for completion of the services to be performed by Firm is an essential condition of this Agreement. Firm shall prosecute regularly and diligently the work of this Agreement according to the schedules set forth in Firm's proposal. Firm shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Firm. Delays shall not entitle Firm to any additional compensation regardless of the party responsible for the delay.

3. COMPENSATION OF FIRM

3.1 Compensation of Firm

For the services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed, in accordance with the terms set forth in Exhibit "A", in an amount not to exceed \$150,000 (One Hundred Fifty Thousand Dollars). The maximum amount of OCFA's payment obligation under this Agreement is the amount specified in this ("Maximum Contract Amount").

3.2 Method of Payment

In any month in which Firm wishes to receive payment, Firm shall no later than the first working day of such month, submit to OCFA in the form approved by OCFA's Director of Finance, an invoice for services rendered prior to the date of the invoice. OCFA shall pay Firm for all expenses stated thereon which are approved by OCFA consistent with this Agreement, within thirty (30) days of receipt of Firm's invoice.

3.3 Changes

In the event any change or changes in the work is requested by OCFA, the parties hereto shall execute an addendum to this Agreement, setting forth with particularity all terms of such addendum, including, but not limited to, any additional fees. Addenda may be entered into:

A. To provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product or work;

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Firm's profession.

3.4 Appropriations

This Agreement is subject to and contingent upon funds being appropriated therefore by the OCFA Board of Directors for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to OCFA.

4. PERFORMANCE SCHEDULE

4.1 Time of Essence

Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance

All services rendered pursuant to this Agreement shall be performed within the time periods prescribed in Firm's Proposal, attached hereto as Exhibit "A". The extension of any time period specified in Exhibit "A" must be approved in writing by the Contract Officer.

4.3 Force Majeure

The time for performance of services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Firm, including, but not restricted to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if the Firm shall within ten (10) days of the commencement of such condition notify the Contract Officer who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for performing the services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 Term

This agreement shall continue in full force and effect for one year (initial term) unless earlier terminated in accordance with Sections 8.5 or 8.6 of this Agreement. The contract may be renewed up to four (4) additional one-year terms upon mutual agreement between OCFA and the Firm. Following the initial term, and prior to any subsequent renewal term, the Contractor may increase the annual cost of Services. In no event, however, shall an increase in annual cost of Services exceed current prices plus three (3) percent per year or the percentage increase in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, SERVICES in the Los Angeles-Riverside-Orange County, CA Area, whichever is lower.

5. COORDINATION OF WORK

5.1 Representative of Firm

The following principal of the Firm is hereby designated as being the principal and representative of Firm authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith: Teri Neville.

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal is a substantial inducement for OCFA to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Firm and devoting sufficient time to personally supervise the services hereunder. The foregoing principal may not be changed by Firm without the express written approval of OCFA.

5.2 Contract Officer

The Contract Officer shall be designated in writing by OCFA. It shall be the Firm's responsibility to keep the Contract Officer fully informed of the progress of the performance of the services and Firm shall refer any decisions that must be made by OCFA to the Contract Officer. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Officer.

5.3 Prohibition Against Subcontracting or Assignment

5.3.1 No Subcontracting Without Prior Approval. The experience, knowledge, capability and reputation of Firm, its principals and employees, and the Firm Representative were a substantial inducement for OCFA to enter into this Agreement. Therefore, Firm shall not contract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of OCFA.

5.3.2 Provisions in the Event Subcontractor(s) Are Authorized. If Firm is authorized to subcontract any part of the Services as provided in Section 5.3.1, Firm shall be responsible to OCFA for the acts and omissions of its subcontractor(s) and subconsultant(s) in the same manner as it is for persons directly employed. For purposes of this Agreement, all persons engaged in the performance of Services will be considered employees of Firm. OCFA will deal directly with and will make all payments to Firm. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and OCFA. Firm shall ensure that all subcontractor insurance requirements set forth in Section 6 below (including its subsections) are complied with prior to commencement of services by each subcontractor.

5.3.2.1 Withholding Payment for Non-Authorized Subcontractors. OCFA shall have the right to withhold payment from Firm for services performed by any subcontractor or subconsultant performing

Services but not authorized in writing by OCFA, or regarding which the insurance or other requirements under this Agreement have not been satisfied.

5.3.3 Assignments. Neither this Agreement nor any interest herein may be assigned, transferred, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of OCFA. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Firm, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Firm or any surety of Firm from any liability hereunder without the express written consent of OCFA.

5.4 Independent Contractor

5.4.1 The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Contractor, or any of its personnel, an OCFA employee. During the performance of this Agreement, Firm and its officers, employees, and agents shall act in an independent capacity and shall not act as OCFA officers or employees. Firm will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Firm shall at all times be under Firm's exclusive direction and control. Neither OCFA nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Firm or any of its officers, employees, or agents, except as set forth in this Agreement. Firm, its officers, employees or agents, shall not maintain a permanent office or fixed business location at OCFA's offices. OCFA shall have no voice in the selection, discharge, supervision, or control of Firm's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service. Firm shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. OCFA shall not in any way or for any purpose be deemed to be a partner of Firm in its business or otherwise a joint venturer or a member of any joint enterprise with Firm.

5.4.2 Firm shall not incur or have the power to incur any debt, obligation, or liability against OCFA, or bind OCFA in any manner.

5.4.3 No OCFA benefits shall be available to Firm, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Firm as provided for in this Agreement, OCFA shall not pay salaries, wages, or other compensation to Firm for the performance of any Work or Services under this Agreement. OCFA shall not be liable for compensation or indemnification to Firm, its officers, employees, or agents, for injury or

sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the OCFA has financial obligations, other than pursuant to Section 2 herein, of any nature relating to salary, taxes, or benefits of Firm's officers, employees, representatives, agents, or subconsultants or subcontractors, Firm shall defend, indemnify, and hold harmless OCFA from and against all such financial obligations.

5.6 Employee Retirement System Eligibility Indemnification

5.6.1 In the event that Firm or any employee, agent, or subcontractor of Firm providing any Work or Services under this Agreement claims or is determined by a court of competent jurisdiction to be eligible for enrollment in an employee retirement system as an employee of the OCFA, Firm shall indemnify, defend, and hold harmless OCFA against: (1) all such claim(s) and determination(s); (2) for the payment of any employee and/or employer contributions for employee retirement system benefits on behalf of Firm or its employees, agents or subcontractors; and (3) the payment of any penalties and interest on such contributions which would otherwise be the responsibility of the OCFA.

5.6.2 Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing any Work or Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by OCFA, including but not limited to eligibility to enroll in PERS as an employee of OCFA and entitlement to any contribution to be paid by OCFA for employer contribution and/or employee contributions for PERS benefits.

6. INSURANCE AND INDEMNIFICATION

6.1 Compliance with Insurance Requirements. Firm shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to OCFA, all insurance required under this section. Firm shall not commence any Services under this Agreement unless and until it has provided evidence satisfactory to OCFA that it has secured all insurance required under this section. If Firm's existing insurance policies do not meet the insurance requirements set forth herein, Firm agrees to amend, supplement or endorse the policies to meet all requirements herein.

6.2 Types of Insurance Required. Without limiting the indemnity provisions set forth in this Agreement, Firm shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

6.2.1 Professional Liability/Errors and Omissions Insurance ("PLI"). Firm shall obtain and maintain PLI insurance applicable to each licensed

profession practiced by Firm. Firm shall maintain PLI insurance with per-claim and aggregate limits no lower than one million dollars (\$1,000,000.00) each occurrence and two million dollars (\$2,000,000.00) aggregate. Covered professional services shall specifically include all Services to be performed under the Agreement and the policy shall be endorsed to delete any exclusions that may exclude coverage for claims within the minimum PLI Limits for the Services to be performed under this Agreement.

6.2.1.1 The PLI policy shall be endorsed to delete any Contractual Liability Exclusion. The PLI shall include contractual liability coverage applicable to this Agreement. The policy must “pay on behalf of” the insured, and include a provision establishing the insurer’s duty to defend the insured.

6.2.1.2 If the PLI policy of insurance is written on a “claims-made” basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of all Services provided hereunder (the “PLI Coverage Period”). If any PLI policy is replaced, cancelled, non-renewed, discontinued, or otherwise terminated, or if the limits of a PLI policy are reduced or the available coverage depleted below the required minimum coverage amounts for any reason during the PLI Coverage Period, Firm shall immediately obtain replacement PLI coverage meeting the requirements of this Section 6.2.1. Such replacement coverage shall satisfy all requirements herein, and shall include coverage for the prior acts or omissions of Firm during the time period during which any Services were performed. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended “tail” coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the OCFA.

6.2.1.3 If the PLI policy is written on an “occurrence” basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the event of termination of the PLI policy during this period, new coverage shall immediately be obtained, and written evidence of the policy shall be immediately provided to OCFA, to ensure PLI coverage during the entire course of performing the Services.

6.2.1.4 Firm shall not perform any Services at any time during which required types or amounts of PLI insurance are not in effect, and OCFA shall have no obligation to pay Firm for Services performed while required PLI insurance is not in effect.

6.2.2 Commercial General Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than five million dollars (\$5,000,000.00) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate

limit shall be twice the required occurrence limit. CGL insurance shall be provided on an occurrence-based coverage form; a "claims made" CGL policy is not acceptable. Firm shall maintain CGL insurance with per-claim, aggregate and products and operations completed limits no lower than the minimum CGL coverage limits set forth above. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for any of the following: (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) any other exclusion contrary to this Agreement.

6.2.3 Automobile Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile liability insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury, disease and property damage. Defense costs shall be paid in addition to the policy limits. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles, and be endorsed to eliminate any exclusion applicable to any of them.

6.2.4 Hangarkeepers Legal Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Hangarkeepers Legal Liability Insurance with limits of at least five million dollars (\$5,000,000.00).

6.2.5 Workers' Compensation Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements applicable in the State of California. Firm hereby waives on its own behalf, and shall obtain an endorsement from its workers' compensation insurer waiving on the insurance company's behalf, all rights of subrogation against the OCFA, its board members, officials, officers, employees, agents and volunteers.

6.2.5.1 If subconsultants or subcontractors are used, Firm shall require each of its subconsultants and subcontractors, if any, to waive all rights of subrogation, and to obtain endorsements from the subconsultants'/subcontractors' workers' compensation insurers waiving all rights of subrogation, against the OCFA, its board members, officials, officers, employees, agents and volunteers.

6.2.5.2 Firm and each of its subconsultants and subcontractors shall also maintain, in full force and effect throughout the term of this Agreement, Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000.00) per injury or illness.

6.3 Acceptability of Insurers. Each insurance policy required by this section shall be issued by a licensed company authorized to transact business by the Department of Insurance for the State of California with a current rating of A:-VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Line Insurers (LASLI)),

by the latest edition of A.M. Best's Key Rating Guide, except that the OCFA will accept workers' compensation insurance from the State Compensation Fund. In the event the OCFA determines that the Services to be performed under this Agreement creates an increased or decreased risk of loss to the OCFA, the Firm agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the OCFA.

6.3.1 Firm shall immediately replace any insurer whose A.M. Best rating drops below the levels specified herein with an insurer that meets the minimum requirements herein.

6.4 Specific Insurance Provisions and Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval. Required insurance policies shall contain the following provisions, or Firm shall provide endorsements on forms approved by the OCFA to add the following provisions to the insurance policies:

6.4.1 CGL and Auto Liability Endorsements. The policy or policies of insurance required by this Agreement for CGL and Automobile Liability Insurance shall be endorsed as follows:

6.4.1.1 Additional Insured: The OCFA, its board members, officials, officers, employees, agents and volunteers, shall be additional insureds; and

6.4.1.1.1 Additional Insured Endorsements: Additional insured endorsements shall not (1) be restricted to "ongoing operations", (2) exclude "contractual liability", (3) restrict coverage to "sole" liability of Firm, (4) contain any other exclusions contrary to the Agreement; or (5) contain special limitations on the scope of protection afforded to additional insureds.

6.4.1.2 Primary, Non-Contributing. Each CGL and Auto Liability insurance policy shall be endorsed to be primary and any other insurance, deductible, or self-insurance maintained by the OCFA, its board members, officials, officers, employees, agents or volunteers, shall not contribute with the primary insurance.

6.4.2 Notice of Cancellation: Each policy of any type shall be endorsed to provide that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice has been provided to the OCFA. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Firm's failure to pay the insurance premium, the notice provided by the insurer to OCFA shall be by not less than ten (10) days prior written notice. (A statement that notice will be provided "in accordance with the policy terms" or words to that effect is inadequate to meet the requirements of this Section).

6.4.2.1 Pre-Payment of Policy Premium. If for any reason an insurer declines to issue an endorsement certifying that it will notify OCFA in accordance with section 6.4.2, Firm shall either obtain insurance from another insurer who will provide the required notice endorsement or shall provide evidence satisfactory to OCFA that the entire policy premium for the full term of that policy has been pre-paid such that the risk of non-payment of premiums during the term of the policy has been eliminated.

6.4.3 ACORD Forms Will Not Be Accepted in Lieu of Endorsements. By executing this Agreement, Firm certifies that it has – prior to execution of this Agreement - confirmed that its insurance company will issue each of the endorsements required by this Agreement. Firm also certifies that it understands that "ACORD" Certificate of Liability Insurance forms will not be accepted in lieu of required endorsements.

6.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the OCFA in advance. The decision whether to approve or withhold approval of a deductible or self-insured retention shall be made by the OCFA in the OCFA's sole and absolute discretion. (Firm may request pre-approval from OCFA of a deductible or self-insured retention prior to submitting Firm's Proposal).

6.6 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the OCFA, its officials, officers, employees, agents and volunteers, or shall specifically allow Firm or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Firm hereby agrees to waive its own right of subrogation against the OCFA, its officials, officers, employees, agents and volunteers.

6.6.1 Waivers of Subrogation: Subconsultants and Subcontractors. If OCFA approves the use of subconsultants or subcontractors for the performance of any portion of the Services, then Firm shall obtain from each subconsultant and subcontractor, and make available to OCFA upon request, written express waivers by each subconsultant and subcontractor of the right of subrogation against the OCFA, its officials, officers, employees, agents and volunteers, and policy endorsements of each of its subconsultants' and subcontractors' insurance policies waiving any rights of subrogation against the OCFA, its officials, officers, employees, agents and volunteers insurer. All such waivers and endorsements shall be obtained prior to commencement of any Services by each subconsultant or subcontractor.

6.7 Evidence of Coverage. Concurrently with the execution of the Agreement, Firm shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required to be maintained by Firm by this Section 5. Firm shall promptly furnish, at OCFA's request, copies of actual policies

including all declaration pages, endorsements, exclusions and any other policy documents OCFA requires to verify coverage.

6.7.1 Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval.

6.7.2 Authorized Signatures. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

6.7.3 Renewal/Replacement Policies. At least fifteen (15) days prior to the expiration of any policy required by this Agreement, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the OCFA. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Firm shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the OCFA evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies meeting all requirements of this Agreement.

6.8 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Firm may be held responsible for losses of any type or amount.

6.9 Enforcement of Agreement (Non-Estoppel). Firm acknowledges and agrees that actual or alleged failure on the part of the OCFA to inform Firm of any non-compliance with any of the insurance requirements set forth in this Agreement imposes no additional obligation on the OCFA nor does it waive any rights hereunder.

6.10 Insurance for Subconsultants. If OCFA approves the use of subconsultants or subcontractors for the performance of any portion of the Services, then Firm shall be responsible for causing each approved subconsultant and subcontractor to procure and maintain insurance in the same types and amounts required for Firm, and in full compliance with the insurance requirements set forth in this Agreement, except as otherwise authorized in writing by the Contract Manager.

6.10.1 Delivery of Evidence of Subcontractor Insurance. Upon request of OCFA, Firm shall deliver to OCFA all certificates of insurance and endorsements required from subcontractors and subconsultants. (Note: Firm's duty to obtain all required insurance for subcontractors and subconsultants required under this Agreement applies whether or not OCFA requests delivery of evidence of such coverage.)

6.11 Other Insurance Requirements. The following terms and conditions shall apply to the insurance policies required of Firm and its subconsultants and subcontractors, if any, pursuant to this Agreement:

6.11.1 Firm shall provide immediate written notice to OCFA if (1) any of the insurance policies required herein are terminated, cancelled, suspended, or non-renewed (2) the limits of any of the insurance coverages required herein are reduced; (3) any required insurance coverage is reduced below the required minimum limits through claims or otherwise, or (4) the deductible or self-insured retention is increased.

6.11.2 All insurance coverage and limits required under this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the OCFA or its operations shall limit the application of such insurance coverage.

6.11.3 None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the OCFA and approved in writing.

6.11.4 Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay the Project. It is Firm's obligation to ensure timely compliance with all insurance submittal requirements as provided herein and Firm agrees to reimburse OCFA for any losses resulting from its failure, or its subconsultants' or subcontractors' failure, to timely comply with the requirements of this Agreement.

6.11.5 Firm agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Firm, provide the same minimum insurance coverage required of Firm. Firm agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Firm agrees that upon request, all agreements with, and evidence of insurance from, subconsultants and subcontractors and others engaged in performing any Services will be submitted to the OCFA for review.

6.11.6 Firm agrees to provide immediate written notice to OCFA of any claim, demand or loss arising out of the Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to an amount less than required by this Agreement.

6.12 Indemnification.

To the fullest extent permitted by law, Firm shall defend (at Firm's sole cost and expense with legal counsel reasonably acceptable to OCFA), indemnify and hold the OCFA, its board members, officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Firm, its officers, directors, employees, subconsultants, subcontractors, agents or invitees in connection with performance under this Agreement, or in any manner arising out of, pertaining to, related to, or incident to an alleged breach of this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

Notwithstanding the foregoing, and only to the extent that the Services performed by Firm are subject to California Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Firm.

Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Firm's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the OCFA, its board members officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused by the sole negligence or willful misconduct of that indemnified party.

7. RECORDS AND REPORTS

7.1 Reports

Firm shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

7.2 Records

Firm shall keep such books and records as shall be necessary to properly perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Except as provided in Section 7.5, the Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records.

7.3 Ownership of Documents

Except as provided in Section 7.5, all drawings, specifications, reports, records, documents and other materials prepared by Firm in the performance of this Agreement shall be the property of OCFA and shall be delivered to OCFA upon request of the Contract Officer or upon the termination of this Agreement, and Firm shall have no claim for further employment or additional compensation as a result of the exercise by OCFA of its full rights or ownership of the documents and materials hereunder. Firm may retain copies of such documents for its own use. Firm shall have an unrestricted right to use the concepts embodied therein.

7.4 Release of Documents

All drawings, specifications, reports, records, documents and other materials prepared by Firm in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

7.5 Confidential Materials

Notwithstanding anything to the contrary in this Agreement, the Firm shall be the sole owner of Firm's work papers and of any other documents, data or information which are required to be maintained confidential from OCFA by one or more rules of professional conduct governing the Firm's profession(s) (collectively, the "Confidential Materials"). Neither the OCFA nor the Contract Officer shall have access to the Confidential Materials except as may otherwise be required by order issued by a court of competent jurisdiction.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law

This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Firm covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Waiver

No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of OCFA shall be deemed to waiver or render unnecessary OCFA's consent to or approval of any subsequent act of Firm. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.3 Rights and Remedies are Cumulative

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.4 Legal Action

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

8.5 Termination Prior to Expiration of Term

OCFA reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Firm, except that where termination is due to the fault of the Firm and constitutes an immediate danger to health, safety and general welfare, the period of notice shall be such shorter time as may be appropriate. Upon receipt of the notice of termination, Firm shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Firm shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter.

Firm may terminate this Agreement, with or without cause, upon thirty (30) days written notice to OCFA.

8.6 Termination for Default of Firm

If termination is due to the failure of the Firm to fulfill its obligations under this Agreement, OCFA may take over the work and prosecute the same to completion by contract or otherwise, and the Firm shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated, provided that OCFA shall use reasonable efforts to mitigate damages, and OCFA may withhold any payments to the Firm for the purpose of set-off or partial payment of the amounts owed to OCFA.

8.7 Attorneys' Fees

If either party commences an action against the other party arising out of or in connection with this Agreement or its subject matter, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of suit from the losing party.

9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

9.1 Non-Liability of OCFA Officers and Employees

No officer or employee of OCFA shall be personally liable to the Firm, or any successor-in-interest, in the event of any default or breach by OCFA or for any amount which may become due to the Firm or its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Covenant Against Discrimination

Firm covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry. Firm shall take affirmative action to insure that applicants and employees are treated without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

10.1 Confidentiality

Information obtained by Firm in the performance of this Agreement shall be treated as strictly confidential and shall not be used by Firm for any purpose other than the performance of this Agreement without the written consent of OCFA.

10.2 Notice

Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

Orange County Fire Authority
Attention: Debbie Casper
1 Fire Authority Road
Irvine, CA 92602

WITH COPY TO:
David E. Kendig, General Counsel
Woodruff, Spradlin & Smart
555 Anton Blvd. Suite 1200
Costa Mesa, CA 92626

To Firm:

Rotorcraft Support, Inc.
Attention: Teri Neville
16425 Hart Street
Van Nuys, CA 91406

10.2 Integrated Agreement

This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement.

10.3 Amendment

This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

10.4 Severability

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

10.5 Corporate Authority

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

"OCFA"

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____

Debbie Casper,
Purchasing and Materials Manager

APPROVED AS TO FORM.

ATTEST:

By: 
David E. Kendig
General Counsel

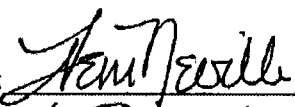
Sherry A.F. Wentz
Clerk of the Board

Date: 10/18/17

"FIRM"

ROTORCRAFT SUPPORT

Date: 10/12/17

By: 
Vice President

Bid Results**Bidder Details**

Vendor Name Rotorcraft Support, Inc.
Address 16425 Hart Street
Van Nuys, CA 91406
United States
Respondee Teri Neville
Respondee Title Vice President
Phone 818-997-7667 Ext.
Email teri@rotorcrafter.com
Vendor Type

Bid Detail

Bid Format Electronic
Submitted September 6, 2017 2:38:30 PM (Pacific)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 115311
Ranking 0
Amount \$0.00

Respondee Comment**Buyer Comment****Attachments**

File Title	File Name	File Type
2017 RSI Bid - Cost File	2017 RSI Bid - Cost File.pdf	Cost File
2017 RSI Bid - Response File	2017 RSI Bid - Response File.pdf	Response File
2017 RSI Bid - Exh D-F	2017 RSI Bid - Exh D-F.pdf	Attachments D, E, F
2017 RSI Bid Exh H-I	2017 RSI Bid - Exh H-I.pdf	Attachments H, I
RSI Part 145 FAA Op Specs	2016 RSI Op Specs.pdf	General Attachments



September 2, 2017

Mr. James Aguila
County of Orange
Orange County Fire Authority
3900 West Artesia Ave.
Fullerton, CA 92833

Re: RFP No. JA2226

Dear Mr. Aguila:

This letter is intended to comply with the requirements of Exhibit A of the above referenced RFP.

- a. Teri Neville, Vice President, (818)997-7667, ext 234,
teri@rotorcrafternsupport.com
- b. Rotorcraft Support, Inc. is currently, and will be able to provide all the maintenance and services support necessary to maintain two Bell 412EP and two Bell UH-1H helicopters at our facility at the Van Nuys Airport, or at the Orange County Fire Dept. facility in Fullerton, California. RSI has a valid FAA repair station certificate and is an approved Bell Helicopter Customer Service Center, with a Platinum rating. The aircraft will be maintained in accordance with all appropriate FAA, Bell Helicopters and industry standard requirements. Rotorcraft Support, Inc. will supply and facilitate the County mechanics with services and repairs as required by the OCFA. RSI will make its Van Nuys Airport facility available to maximize available labor, tooling, and spares for large scale or major projects. Rotorcraft Support, Inc. has extensive experience in all levels of helicopter maintenance for the Bell 412 and UH-1H models. This encompasses Level 1, basic scheduled inspections, as well as general related troubleshooting and preventative maintenance. We have our own in-house component overhaul department as well as comprehensive avionics, structural, non-destructive testing and spares support for the Bell Medium models.

- c. RSI's completed RFP will be valid for 180 days from the proposal due date.
- d. Proposer is unaware of any actual or potential conflicts of interest that may arise in the performance of the services under this RFP.
- e. Proposer has no exceptions to the Sample Agreement attached as Exhibit J. There are additional terms that are not contemplated by the RFP and which are outlined in a separate Exceptions Page.
- f. It is virtually impossible to list all potential subcontractors. Rotorcraft Support, Inc. is able to perform the majority of all the required work in-house. However from time-to-time, it may become necessary to use subcontractors to perform work on some components such as instruments, pumps, hydraulics, blades and engines. Rotorcraft Support, Inc. considers each instance on a case-by-case basis to maximize the expertise and cost effectiveness of the available subcontractors for each specific occasion. There are no sub-contracts associated with the preparation of this RFP. No sub-contracts are required to begin performance of this contract by Rotorcraft Support, Inc.

If you have any questions or require anything further, please contact me at your convenience.

Sincerely,


Teri Neville
Vice President

TN/ss



ORANGE COUNTY FIRE AUTHORITY

RFP JA2226 – Helicopter Maintenance & Repair Services

Addendum 1

August 31, 2017

Thank you to all that attended the non-mandatory pre-proposal meeting, both in person and remotely. This addendum is issued to provide answers to questions received online and during the pre-proposal meeting.

Please note that there is no change to the RFP due date; proposals must be submitted no later than 11:00 A.M., Thursday, September 7, 2017.

1. *Will bids be considered from contractors outside of 60 miles of the OCFA Air Ops facility?*

After reviewing this request, OCFA has decided to accept proposals from contractors located outside of the 60 mile radius of the OCFA Air Ops facility. Acceptance of proposals outside the 60 mile radius will supersede the first bullet point under the REQUIREMENTS section on page 7 of the RFP document.

2. *On Exhibit G Pricing, is the hourly rate presuming work will be performed at the Contractor's facility, or OCFA's location? If the Bidder uses an hourly rate for work performed at Contractor's facility in Exhibit G, can the Contractor revise the flat rate if work is later ordered to be performed at OCFA's facility?*

Section A under FEES AND CHARGES in the Pricing Page includes a section for hourly rates for services performed at the Contractor's facility and hourly rates for services performed at OCFA's Air Ops Facility.

In addition, Under Section C. Flat Rate Services, OCFA requests contractors to include pricing information for inspections if performed at the Contractor's facility and if performed at OCFA's Air Ops location. Exhibit G: Pricing Page has been updated to reflect this request and is attached to this addendum. Please submit the updated pricing page with your proposal.

3. *Will OCFA accept "PMA" Parts & "Expanded Repairs"?*

Yes, PMA parts and Expanded Repairs are acceptable.

4. *As discussed during the pre-proposal meeting, Vendors are requested to include the estimated response time for on-call emergency service requests in the response to question 6 under Exhibit E: Project Approach/Scope of Work.*

IMPORTANT: If you have submitted a proposal before this addendum was issued, your proposal will be invalidated. After you have reviewed the addendum, you must resubmit your proposal acknowledging receipt of this addendum through PlanetBids.

Thank you for your interest in doing business with OCFA.

Best Regards,

A handwritten signature in black ink, appearing to read "James Aguila", is written over a horizontal line.

James Aguila | Assistant Purchasing Agent
jamesaguila@ocfa.org | (714) 573-6647

EXHIBIT B: OFFEROR'S INFORMATION

Please complete and/or provide all requested information. If the proposal is submitted by a corporation, please provide an additional attachment that states the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign. If the proposal is by a partnership or a joint venture, state the names and addresses of all general partners and joint venture parties. If the respondent is a sole proprietorship or another entity that does business under a fictitious name, the proposal shall be in the real name of the respondent with a designation following showing "DBA (the fictitious name)," provided however, that no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

The undersigned, as respondent, declares that all documents regarding this proposal have been examined and accepted and that, if awarded, will enter into a contract with the Orange County Fire Authority.

FIRM'S LEGAL NAME: Rotorcraft Support, Inc.

FIRM PARENT OR OWNERSHIP: N/A

ADDRESS: 16425 Hart Street, Van Nuys, CA 91406

FIRM TELEPHONE #: (818)997-7667 **FIRM FAX #:** (818)997-1513

FIRM'S TAX I.D. NUMBER: 95-4017888 **INCORPORATED:** YES ☒ NO ☐

LEGAL FORM OF COMPANY: (partnership, corporation, joint venture): Corporation

LENGTH OF TIME YOUR FIRM HAS BEEN IN BUSINESS: 31 years

LENGTH OF TIME AT CURRENT LOCATION: 22 years

NUMBER OF EMPLOYEES: 64 **NUMBER OF CURRENT CLIENTS:** 1,000 +

Management person responsible for direct contact with the Orange County Fire Authority and service required for this Request for Proposal (RFP).

NAME: Phillip G. DiFiore **TITLE:** President

TELEPHONE #: (818)997-7667 **E-MAIL:** phil@rotorcrafternsupport.com

Person responsible for the day-to-day servicing of the account.

NAME: Veronica Lozano **TITLE:** Sales

TELEPHONE #: (818)997-7667 **E-MAIL:** veronica@rotorcrafternsupport.com

EXHIBIT C: CERTIFICATION OF PROPOSAL

In responding to RFP JA2226 – Helicopter Maintenance and Repair Services, the undersigned Offeror(s) agrees to provide services to OCFA per the specifications. Offeror further agrees to the terms and conditions specified herein, the following terms and conditions that are a part of this proposal, and the resulting Professional Services Agreement. **If there are any exceptions to or deviations from the terms of the Professional Services Agreement (Exhibit J), they must be stated in an attachment included with the offer.** Where Offeror wishes to propose alternatives to the Authority's contractual requirements, these should be thoroughly explained. While exceptions will be considered, OCFA reserves the right to determine that an offer is non-responsive based upon any exceptions taken. OCFA's governing body reserves the right to deny any material exceptions to the contract. If no contractual exceptions are noted, Offeror will be deemed to have accepted the form of the contract requirements set forth in Exhibit J.

- A. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to legally bind the Offeror to the Contract. Signature below verifies that the Offeror has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda.
- B. The submission of the offer did not involve collusion or other anti-competitive practices.
- C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
- D. The Offeror has submitted the Party, Participant (Agent) Disclosure Form if applicable.
- E. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
- F. The Offeror complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion.

Independent Price Determination:

I certify that this offer is made without prior understanding, arrangement, agreement, or connection with any corporation, firm or person submitting an offer for the same services, and is in all respects fair and without collusion or fraud. I certify that I have not entered into any arrangement or agreement with any Orange County Fire Authority public officer. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this offer and certify that I am authorized to sign this agreement for the Offeror.

To the Orange County Fire Authority:

The Undersigned hereby offers and shall furnish the services in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as fully set forth herein. The representations herein are made under penalty of perjury.

NAME OF FIRM: Rotorcraft Support, Inc.

ADDRESS: 16425 Hart Street

CITY: Van Nuys STATE: CA ZIP CODE: 91406

PRINTED NAME: Phillip G. DiFiore TITLE: President

SIGNATURE OF PERSON AUTHORIZED TO SIGN:  DATE: 9/5/2017



RFP No. JA2226 Helicopter Maintenance

STATEMENT OF QUALIFICATIONS

Thank you for the opportunity to present our credentials. Rotorcraft Support, Inc. is enthusiastic to continue our relationship with the Orange County Fire Department and feel confident we can continue to meet and exceed all safety and service requirements.

In its 31 year history, Rotorcraft Support, Inc. has built an unparalleled reputation for quality, safety and service and has become the finest maintenance facility in the Western Region. Our excellence has been recognized by most of the major helicopter manufacturers who have appointed RSI as their approved Customer Service Centers including Bell Helicopter, Airbus Helicopters, Agusta Helicopters, MD Helicopters, and Robinson Helicopters.. Since it was instituted in 2009, Rotorcraft Support has received a Platinum rating from Bell Helicopter, their highest class of CSF. In addition, Rotorcraft Support, Inc. is an approved dealer for many of the major helicopter accessory companies including Garmin, Technisonic, Chelton, Sagem, Concorde and Northern Airborne to name a few. Rotorcraft Support, Inc. engages in an ongoing self-audit and quality control process that ensures we continue to perform at the highest level possible.

RSI is a full service facility offering almost every level of helicopter service with in-house capabilities. Our Operations Specifications (attached to this Bid) are included to provide a complete picture of our capabilities. Our wide range of in-house resources allows us to complete tasks quickly and efficiently without the need to obtain quotes from third party vendors. This reduces cost and allows the aircraft to be returned to service quicker.

Because of our hard work and dedication, Rotorcraft Support, Inc. has long been the choice of regional government fire and law enforcement agencies for their helicopter support needs. We fully understand the special requirements that these vital organizations need to continue to provide the essential services to their communities. A partial list of municipal customers is attached.

Rotorcraft Support, Inc. has been a California corporation for over 31 years. We have been a productive contributor to our local economy both as employer and taxpayer. As a Southern California business our close proximity to Orange County has a multitude of benefits to offer the Orange County Fire Department. We only require a minimum of advance notice to provide additional labor or tooling for special or major projects requiring capabilities beyond the capacity of the OCFA facility.

Additionally, we can offer very quick turnaround times for spares that are in our inventory. RSI's close relationship to other local government agencies has benefited OCFA in the past as we have been able to arrange for the loan of critical spares in AOG situations.

For over a past decade, Rotorcraft Support, Inc. has proven that it can provide exemplary helicopter support and maintenance and can continue to support OCFA's helicopter fleet at the highest level. Close communication and adherence to the Bell Helicopter Customer Service Center standards will ensure the Orange County Fire Department continues its outstanding commitment to providing services to the greater Orange County community.

Customer List

**Total
Global
Logistic
Support**

- United States Drug Enforcement Administration
- Sonoma County Sheriff
- California Highway Patrol Fullerton
- California Highway Patrol Thermal
- California Highway Patrol Paso Robles
- San Diego Police Department
- San Diego Fire Department
- Riverside County Fire Department
- Los Angeles County Fire Department
- Los Angeles City Fire Department
- San Bernardino Sheriff Department
- Las Vegas Metro Police Department
- Kern County Sheriff Department
- Pasadena Police Department
- Santa Barbara Fire Department
- Santa Barbara Sheriff Department
- Ventura County Sheriff Department
- Burbank Police Department
- Bernalillo County Sheriff Department
- Los Angeles Sheriff Department
- Ontario Police Department
- Orange County Fire Department



www.RotorcraftSupport.com



RFP No. JA2226 Helicopter Maintenance

PROJECT APPROACH/SCOPE OF WORK

Rotorcraft Support, Inc. is currently, and will be able to provide all the maintenance and services support necessary to maintain two Bell 412EP and two Bell UH-1H helicopters at the Orange County Fire Department facility in Fullerton, California. RSI has a valid FAA repair station certificate and is an approved Bell Helicopter Customer Service Center, with a Platinum rating. The aircraft will be maintained in accordance with all appropriate FAA, Bell Helicopters and industry standard requirements. Rotorcraft Support, Inc. will supply and facilitate the City mechanics with services and repairs as required by the OCFA. RSI will make its Van Nuys Airport facility available to maximize available labor, tooling, and spares for large scale or major projects.

Rotorcraft Support, Inc. does, and shall continue to, perform an ongoing review of aircraft and engine logbooks to ensure complete and accurate entries are made, life-limited component use times are accurately recorded and to ensure any spare components are properly tagged (serviceable, non-serviceable, repairable) and identified.

Rotorcraft Support, Inc. has access to aviation databases which enable research of FAA Regulations, Aircraft Repair Manuals, Airworthiness Directives, Service Bulletins and any other pertinent aviation information deemed necessary. RSI will arrange for the OCFA to begin a subscription to a publication database on an annual basis.

Rotorcraft Support, Inc. has extensive experience in all levels of helicopter maintenance for the Bell 412 and UH-1H models. This encompasses Level 1, basic scheduled inspections, as well as general related troubleshooting and preventative maintenance. We have our own in-house component overhaul department as well as comprehensive avionics, structural, non-destructive testing and spares support for the Bell Medium models.

Rotorcraft Support, Inc. has been fortunate to have been a provider for the OCFA's helicopter maintenance since 2000. Therefore, RSI is well aware of the specific needs and requirements of the department. Currently, RSI is also a maintenance provider for the Orange County Sheriff's Department. As a local provider of maintenance to both the OCSD and the OCFA, RSI has been able to offer Orange County the benefit of combined maintenance efforts afforded by this close proximity. We have offered our Van Nuys Airport hangar to the OCFA for large scale projects. This has the benefit of an increased labor force and immediacy of access to required spares and accessories for a quicker turn-around time.

In extreme AOG situations, our close location allows for spares response as quick as 3 hours, and personnel response as low as 2 hours, where more distant vendors' response time is 48 hours or greater.

EXHIBIT F: REFERENCES

Describe fully at least three contracts performed by your firm that demonstrate your ability to provide the services included with the scope of the specifications. It is the Contractors responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate. Attach additional pages if needed. OCFA reserves the right to contact each of the references listed for additional information regarding their experience with your company.

Customer Agency Name	Los Angeles County Fire Dept.
Contact Individual & Title	Dennis Blumenthal, Chief Helicopter Maintenance
E-mail/Telephone number	dennis.blumenthal@fire.lacounty.gov - (818)890-5777
Date of Project & Description of services provided including contract amount	Helicopter maintenance, spares, repairs, overhauls, exchanges, avionics, structures, & completions
Customer Agency Name	Orange County Sheriff's Dept.
Contact Individual & Title	William Fitzgerald, Operations Sargeant
E-mail/Telephone number	wfitzgerald@ocsd.org - (714)330-6214
Date of Project & Description of services provided including contract amount	Helicopter maintenance, spares, repairs, overhauls, exchanges, avionics, structures, & completions
Customer Agency Name	San Diego Police Dept.
Contact Individual & Title	Craig Evans, Sargeant
E-mail/Telephone number	cevans@sandiego.gov - (858)573-5078
Date of Project & Description of services provided including contract amount	Helicopter maintenance, spares, repairs, overhauls, exchanges, avionics, structures, & completions
Customer Agency Name	California Highway Patrol
Contact Individual & Title	Robert Roth, Maintenance Officer
E-mail/Telephone number	rroth@chp.ca.gov - (714)228-2300, x212
Date of Project & Description of services provided including contract amount	Helicopter maintenance, spares, repairs, overhauls, exchanges, avionics, structures, & completions

EXHIBIT G: PRICING PAGE REVISED 8-31-17

PROPOSAL COSTS - The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided. This section shall include the proposed costs to provide the services as described in your proposal.

The contractor shall submit a firm-fixed price quote to perform all the work required in accordance with the Statement of Work. The contractor's price shall be their fully burdened rate which includes all costs associated with the performance of any OCFA helicopters inspection, maintenance and repair services ordered against this contract, including but not limited to, all the needed personnel, materials, equipment, services, supervision, trained personnel (labor), parts, handling, transportation charges, ferrying and facilities.

The OCFA reserves the right to award multiple contracts, therefore separate contracts may be awarded, if it is deemed to be in the best interest of the OCFA.

FEES AND CHARGES – Payment shall be made in accordance with the provisions of this Contract.

- A. **Hourly Labor Rate:** The prices stated below shall include be the contractor's fully burdened rate which includes all costs associated with the performance of any OCFA helicopters inspection, maintenance and repair services ordered against this contract, including but not limited to, all the needed personnel, materials, equipment, services, supervision, trained personnel (labor), parts, handling, transportation charges, delivery, etc.

Scheduled maintenance & repairs performed at Contractors facility:

1. Regular Hourly Rate (7:00 a.m. to 5:00 p.m.): \$ 110.00 per hour
2. Overtime Hourly Rate: \$ 165.00 per hour

Scheduled maintenance & repairs performed at OCFA's facility:

1. Regular Hourly Rate (7:00 a.m. to 5:00 p.m.): \$ 125.00 per hour
2. Overtime Hourly Rate: \$ 187.50 per hour

- B. **Materials Costs:** Parts purchased by the Contractor for repair of the equipment shall be charged the Contractor's actual cost of the parts (including all applicable taxes) plus the percentage stated below:

1. Contractor Cost + 20 %

Contractor must submit their cost invoices for parts along with billings to OCFA for payment processing. This requirement is MANDATORY. OCFA shall not process payments for parts without Contractor's cost invoices for parts. NOTE: OCFA reserves the right to supply any parts required to perform repairs.

2. New Bell Parts shall be invoiced at the Bell Published List Price less 7 %

Contractor shall provide copy of Bell Published List Price upon request.

C. Flat Rate **Inspection Services**: A fixed rate shall be paid for the following **inspection** services:

Bell 412EP Helicopter:

SCHEDULED INSPECTIONS: PRICING IF COMPLETED AT OCFA AIR OPS FACILITY

Description	(A) Estimated # of Hours to Complete Inspection	(B) Hourly Rate	(C) Flat Rate (A x B) = C
100HR/12MONTH	98	\$ 125.00	\$ 12,250.00
1000HR	7	\$ 125.00	\$ 875.00
5000HR/ 12MONTH 5 YEAR	1010	\$ 125.00	\$ 126,250.00

SCHEDULED INSPECTIONS: PRICING IF COMPLETED AT CONTRACTORS FACILITY

Description	(A) Estimated # of Hours to Complete Inspection	(B) Hourly Rate	(C) Flat Rate (A x B) = C
100HR/12MONTH	85	\$ 110.00	\$ 9,350.00
1000HR	4	\$ 110.00	\$ 440.00
5000HR/ 12MONTH 5 YEAR	680	\$ 110.00	\$ 74,800.00

PT6T-3DF:

SCHEDULED INSPECTIONS: PRICING IF COMPLETED AT OCFA AIR OPS FACILITY

Description	(A) Estimated # of Hours to Complete Inspection	(B) Hourly Rate	(C) Flat Rate (A x B) = C
25 HOUR	4	\$ 125.00	\$ 500.00
50HR/6MONTH	3	\$ 125.00	\$ 375.00
5000HR/12MONTH	N/A	\$	\$
100HR	5	\$ 125.00	\$ 625.00
150HOUR	12	\$ 125.00	\$ 1,500.00
150HR/6MONTH	12	\$ 125.00	\$ 1,500.00
150HR/12 MONTH	4	\$ 125.00	\$ 500.00
300 HOUR	12	\$ 125.00	\$ 1,500.00

300HR/12MONTH	8	\$ 125.00	\$ 1,000.00
600 HOUR	50	\$ 125.00	\$ 6,250.00
900HR/12MONTH	8	\$ 125.00	\$ 1,000.00
900HR/24MONTH	4	\$ 125.00	\$ 500.00
1200 HOUR	4	\$ 125.00	\$ 500.00
2000 2500 HOUR	56	\$ 125.00	\$ 7,000.00

PT6T-3DF:**SCHEDULED INSPECTIONS: PRICING IF COMPLETED AT CONTRACTORS FACILITY**

Description	(A) Estimated # of Hours to Complete Inspection	(B) Hourly Rate	(C) Flat Rate (A x B) = C
25 HOUR	2	\$ 110.00	\$ 220.00
50HR/6MONTH	1	\$ 110.00	\$ 110.00
5000HR/12MONTH	N/A	\$	\$
100HR	3	\$ 110.00	\$ 330.00
150HOUR	8	\$ 110.00	\$ 880.00
150HR/6MONTH	8	\$ 110.00	\$ 880.00
150HR/12 MONTH	2	\$ 110.00	\$ 220.00
300 HOUR	8	\$ 110.00	\$ 880.00
300HR/12MONTH	5	\$ 110.00	\$ 550.00
600 HOUR	36	\$ 110.00	\$ 3,960.00
900HR/12MONTH	5	\$ 110.00	\$ 550.00
900HR/24MONTH	2	\$ 110.00	\$ 220.00
1200 HOUR	2	\$ 110.00	\$ 220.00
2000 2500 HOUR	45	\$ 110.00	\$ 4,950.00

UH-1H Super Huey Helicopter:**SCHEDULED INSPECTION: PRICING IF COMPLETED AT OCFA AIR OPS FACILITY**

Description	(A) Estimated # of Hours to Complete Inspection	(B) Hourly Rate	(C) Flat Rate (A x B) = C
100HR	94	\$ 125.00	\$ 11,750.00
1200HR/24MONTH	94	\$ 125.00	\$ 11,750.00
3000HR/10YEAR	810	\$ 125.00	\$ 101,250.00

SCHEDULED INSPECTION: PRICING IF COMPLETED AT CONTRACTORS FACILITY

Description	(A) Estimated # of Hours to Complete Inspection	(B) Hourly Rate	(C) Flat Rate (A x B) = C
100HR	75	\$ 110.00	\$ 8,250.00
1200HR/24MONTH	75	\$ 110.00	\$ 8,250.00
3000HR/10YEAR	650	\$ 110.00	\$ 71,500.00

T53-703**SCHEDULED INSPECTION: PRICING IF COMPLETED AT OCFA AIR OPS FACILITY**

Description	(A) Estimated # of Hours to Complete Inspection	(B) Hourly Rate	(C) Flat Rate (A x B) = C
150 HOUR	24	\$ 125.00	\$ 3,000.00

SCHEDULED INSPECTION: PRICING IF COMPLETED AT CONTRACTORS FACILITY

Description	(A) Estimated # of Hours to Complete Inspection	(B) Hourly Rate	(C) Flat Rate (A x B) = C
150 HOUR	16	\$ 110.00	\$ 1,760.00

D. **Round Trip Ferry Cost:** from OCFA Hangar: \$ 0 Per Round Trip Cost

Aircraft ferrying is to be performed by OCFA personnel. RSI will add no additional cost. If RSI personnel is expected to be present, then labor will be billed at \$125 per hour portal-to-portal.

- E. Offsite Recovery Rates:** Please provide pricing and information for Offsite Recovery Services. Include any applicable hourly rates and/or flat rates to provide these services:

This is not possible to specify as the cost will depend on the aircraft and location. Cost to recover

aircraft will be invoiced at RSI actual cost plus 20%. RSI personnel will be billed to OCFA at \$125 per

hour portal-to-portal

- F. Proposed Fee Schedule for Additional Services:** Please provide pricing and information for additional services not included above. Include a list of other categories which are expected to be paid by OCFA and a basis for any additional compensation which would be requested by your firm. Include any applicable hourly rates and/or flat rates to provide these services:

OCFA to pay freight in and freight out charges at no markup

Additional charge may apply for AOG, rush, oversize and special orders

RSI personnel travel to OCFA will be charged for portal-to-portal labor rates

USAGE – No guarantee is given by the Orange County Fire Authority to the Contractor regarding usage of this Contract. The Contractor agrees to supply services as needed by the OCFA, at prices listed in the Contract, regardless of quantity requested. Orders may be placed against this contract at the convenience of the OCFA Fleet Services department.

PRICE CHANGES - Contract pricing shall remain fixed for the initial one (1) year term of the contract. Price changes after the first year of the contract shall be negotiated, but shall not exceed three (3) percent per year or the percentage increase in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, SERVICES in the Los Angeles-Riverside-Orange County, CA Area, whichever is lower. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the BASE year six month average (January through June 2017; and each January through June six month average) thereafter. All price decreases will automatically be extended to the Orange County Fire Authority. Contractors must request price adjustments, in writing, 30 days prior to the renewal date. If a contractor fails to request a CPI price adjustment 30 days prior to the adjustment date, the adjustment will be effective 30 days after the OCFA receives their written request. No retroactive contract price adjustments will be allowed.

GOVERNMENT / CO-OPERATIVE CONTRACT: Is your pricing based on a Government or Co-operative contract? YES _____ NO X

If yes, please provide details of which agency and contract the pricing is based on:

"PIGGYBACK" CLAUSE. Offeror shall indicate below if they will extend the same prices, terms, and conditions of the proposal to other public agencies. Offeror's response to this question will not be considered in award of contract. When the Offeror extends the prices, terms, and conditions of this proposal to other public agencies, the contract shall be between Offeror and the other agencies, and the Orange County Fire Authority shall bear no responsibility or liability for the contracts. Yes X No _____

ADDITIONAL INFORMATION – Provide any additional information you would like OCFA to consider:

RSI proximity to OCFA will allow personnel response time to be as low as 2 hours. Parts delivery can be as fast as 1 day if parts are in stock.

PAYMENT TERMS: Subsequent to delivery and acceptance of delivery, the supplier must submit an invoice for payment. Invoices can be sent electronically to: ap@ocfa.org or mailed to:

Orange County Fire Authority
Attention: Accounts Payable
PO Box 53008
Irvine, CA 92619

Invoices shall include the Company's Federal Tax ID#, Blanket Order #, quantity & description of the product delivered, the delivery location, date of delivery and price. Payment shall be made within thirty (30) days after receipt of accurate invoice. Invoices are to be submitted in arrears for goods provided. OCFA will endeavor to honor any "prompt payment discounts" when appropriately earned. Payment discounts must be clearly indicated in the bid submission. Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date OCFA's warrant is mailed.

TERM OF OFFER - It is understood and agreed that this offer may not be withdrawn for a period of one hundred eighty days (180) from the Proposal Submittal Deadline, and at no time in case of successful Offeror.

must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.

G. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and 2 Cal. Adm. Code Sections 18438-18438.8 as it relates to contract awards.

¹ Entitlement for the purposes of this form refers to contract award.

² All Contracts for the purposes of this form refer to the contract award of this specific solicitation.

PARTY DISCLOSURE FORM

Party's Name: Rotorcraft Support, Inc.

Party's Address: 16425 Hart Street
Van Nuys, CA 91406

Party's Telephone: (818)997-7667

Solicitation Title and Number: RFP JA2226 Helicopter Maintenance

Based on the party disclosure information provided, are you or your firm subject to party disclosures?

No ☒ If no, check the box and sign below. Yes ☐ If yes, check the box, sign below and complete the form.

Date: 9/5/2017


Signature of Party and/or Agent

To be completed only if campaign contributions have been made in the preceding twelve (12) months. Attach additional copies if needed.

Board Member(s) to whom you and/or your agent made campaign contributions and dates of contribution(s) in the preceding 12 months:

N/A

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

proceeding for this proposed involving a contract award. If an agent acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar business entity or corporation, both the business entity or corporation and the individual are agents.

4. To determine whether a campaign contribution of more than \$250 has been made by a participant or his or her agent, contributions made by the participant within the preceding 12 months shall be aggregated with those made by the agent within the preceding 12 months or the period of the agency, whichever is shorter. Campaign contributions made to different members or alternates are not aggregated.

5. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 and 2 Cal. Adm. Code Sections 18438-18438.8.

PARTICIPANT (AGENT) DISCLOSURE FORM

Prime's Firm Name: _____ N/A _____

Party's Name: _____

Party's Address: _____

Party's Telephone: _____

Solicitation Title and Number: _____

Based on the participant disclosure information provided, are you or your firm subject to participant disclosures?

No ☐ If no, check the box and sign below. Yes ☐ If yes, check the box, sign below and complete the form.

Date: _____

Signature of Party and/or Agent

To be completed only if campaign contributions have been made in the preceding twelve (12) months. Attach additional copies if needed.

Board Member(s) to whom you and/or your agent made campaign contributions and dates of contribution(s) in the preceding 12 months:

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

EXHIBIT I: IRS FORM W9

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
---	---	--

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Rotorcraft Support, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single member LLC
☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-partnership) ▶ _____
Note. If a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 (Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
16425 Hart Street

6 City, state, and ZIP code
Van Nuys, CA 91406

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
 _____ - _____ - _____
 or
 Employer identification number
95 - 4017888

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *[Signature]* Date ▶ **9/5/2017**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1088 (home mortgage interest), 1088-L (student loan interest), 1088-T (tuition)
- Form 1088-C (canceled debt)
- Form 1088-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

Air Agency Certificate

Number YT2R331L

This certificate is issued to
ROTORCRAFT SUPPORT, INC.
whose business address is

**16425 Hart Street
Van Nuys, California 91406**

*upon finding that its organization complies in all respects
with the requirements of the Federal Aviation Regulations
relating to the establishment of an Air Agency, and is
empowered to operate an approved* **Repair Station**

with the following ratings:

**Limited Airframe
Limited Powerplant
Limited Specialized Service (09-01-93)
Limited Instrument (06-25-01)
Limited Radio (06-25-01)
Limited Accessory (06-03-03)**

*This certificate, unless canceled, suspended, or revoked,
shall continue in effect* **indefinitely.**

Date issued:

April 18, 1986

Reissued: June 3, 2003

By direction of the Administrator

for **ROBYN L. MILLER, Manager**

Van Nuys FSDO, Western-Pacific Region

**This Certificate is not Transferable, AND ANY MAJOR CHANGE IN THE BASIC FACILITIES, OR IN THE LOCATION THEREOF,
SHALL BE IMMEDIATELY REPORTED TO THE APPROPRIATE REGIONAL OFFICE OF THE FEDERAL AVIATION ADMINISTRATION**

Any alteration of this certificate is punishable by a fine of not exceeding \$1,000, or imprisonment not exceeding 3 years, or both

Table of Contents

Part A

	HQ CONTROL DATE	EFFECTIVE DATE	AMENDMENT NUMBER
001 Issuance and Applicability	01/31/2012	06/05/2013	6
002 Definitions and Abbreviations	01/12/2012	06/05/2013	5
003 Ratings and Limitations	01/30/2004	06/05/2013	20
004 Summary of Special Authorizations and Limitations	09/23/1998	12/07/2004	2
007 Designated Persons	12/19/2006	01/18/2007	3
449 Antidrug and Alcohol Misuse Prevention Program	07/17/2009	02/02/2011	3

A001 . Issuance and Applicability

HQ Control: 01/31/2012

HQ Revision: 05d

a. These operations specifications are issued to ROTORCRAFT SUPPORT INC, a The repair station certificate holder shall conduct operations in accordance with 14 CFR Part 145 and these operations specifications.

The certificate holder's address:

Fixed Location:
16425 Hart Street
Van Nuys, California 91406

b. The holder of these operations specifications is the holder of certificate number YT2R331L and shall hereafter be referred to as the "certificate holder".

c. These operations specifications are issued as part of this repair station certificate and are in effect as of the date approval is effective. This certificate and these operations specifications shall remain in effect until the certificate for a repair station that is located in the United States is surrendered, suspended, or revoked.

d. The repair station specified on these operations specifications and located within the United States performs maintenance and/or an alteration of aircraft and/or aeronautical products to be installed on aircraft under the terms and conditions of the U.S./EC Safety Agreement, Annex 2, Maintenance, between the FAA and the EC.

e. The certificate holder is authorized to use only the business name which appears on the certificate to conduct the operations described in subparagraph a.

Delegated authorities: None

U.S. Department
of Transportation
Federal Aviation
Administration

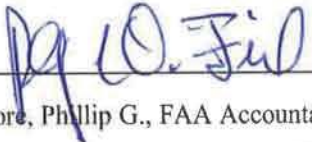
Operations Specifications

1. Issued by the Federal Aviation Administration.
2. These Operations Specifications are approved by direction of the Administrator.



Digitally signed by Danny F Tisher, Principal Maintenance Inspector (WP01)
[1] EFFECTIVE DATE: 6/5/2013, [2] AMENDMENT #: 6
DATE: 2013.06.05 13:01:54 -05:00

3. I hereby accept and receive the Operations Specifications in this paragraph.

 6/5/2013
Difiore, Phillip G., FAA Accountable Manager, 145 Date

A002 . Definitions and Abbreviations


HQ Control: 01/12/2012

HQ Revision: 05b


Unless otherwise defined in these operations specifications, all words, phrases, definitions, and abbreviations have identical meanings to those used in 14 CFR and 49 U.S.C., as cited in Public Law 103-272, as amended. Additionally, the definitions listed below are applicable to operations conducted in accordance with these operations specifications.

BASA	The Bilateral Aviation Safety Agreement (BASA) is an executive agreement concluded between the United States and a foreign country for the purpose of promoting aviation safety; also known as an Agreement for the Promotion of Aviation Safety.
Certificate Holder	In these operations specifications, the term "certificate holder" means the holder of the repair station certificate described in these operations specifications in Part A paragraph A001 and any of its officers, employees, or agents used in the conduct of operations under this certificate.
CFR	Code of Federal Regulations
Class rating	As used with respect to the certification, ratings, privileges, and limitation of aircraft within a category having similar operating characteristics.
EASA	European Aviation Safety Agency
EASA Accountable Manager	The manager who has corporate authority for ensuring that all maintenance required by the customer can be financed and carried out to the standard required by the EASA full-member Authority.
Exemption	An authorization that permits an alternate means of compliance with a specific CFR. The exemption must meet the procedural requirements of 14 CFR Part 11.
FAA Accountable Manager	A person designated by the certificated repair station who is responsible for and has authority over all repair station operations that are conducted under 14 CFR Part 145, including ensuring that the repair station's personnel follow the regulations and serving as the primary contact with the FAA.
Geographic Authorization	An approval provided to a repair station located outside the United States to perform maintenance support under contract for a U.S. air carrier (or an operator of U.S.- registered aircraft under 14 CFR Part 129) at a location other than the repair station facility. A geographic authorization is issued by the FAA to respond to a U.S. air carrier's or Part 129 foreign operator's need for maintenance at a station where the frequency and scope of that maintenance does not

	warrant permanently staffing and equipping the station for its accomplishment.
Limited Rating	A rating issued to repair stations for the performance of maintenance on particular makes and models of airframes, powerplants, propellers, radios, instruments, accessories, and/or parts.
Limited Ratings - Specialized Services	Rating issued for a special maintenance function when the function is performed in accordance with a specification approved by the Administrator.
Line Maintenance	Any unscheduled maintenance resulting from unforeseen events, or scheduled checks where certain servicing and/or inspections do not require specialized training, equipment, or facilities.
MAG	The Maintenance Annex Guidance (MAG) defines the process that the FAA and EASA undertake in the inspection, findings of compliance certification, and monitoring of repair stations, as well as their joint cooperation in quality assurance and standardization activities in support of the Agreement, Annex 2, Maintenance.
Maintenance	The inspection, overhaul, repair, preservation, and replacement of parts, but excludes preventive maintenance.
U.S./EC Aviation Safety Agreement, Annex 2, Maintenance	Annex 2 covers the reciprocal acceptance of findings of compliance, approvals, documentation and technical assistance regarding approvals and the monitoring of repair stations/maintenance organizations.
MIP	Maintenance Implementation Procedures (MIP) are procedures for implementing the provisions of a BASA that apply to maintenance.
MOE	A maintenance organization exposition (MOE) pertains to EASA member countries that use an MOE in place of a Repair Station Manual (RSM) and a Quality Control Manual (QCM).
Preventive Maintenance	As defined in 14 CFR part 1 and part 43 appendix A, subparagraph (c).
QCM	Quality Control Manual
Repair Station located in the United States	A certificated repair station located in the United States.
Repair Station located outside the United States	A certificated repair station located outside of the United States.
RSM	Repair Station Manual

1. Issued by the Federal Aviation Administration.
 2. These Operations Specifications are approved by direction of the Administrator.
-  Digitally signed by Danny F Tisher, Principal Maintenance Inspector (WP01)
[1] EFFECTIVE DATE: 6/5/2013, [2] AMENDMENT #: 5
DATE: 2013.06.05 13:01:57 -05:00

3. I hereby accept and receive the Operations Specifications in this paragraph.

 6/5/2013
Difiore, Phillip G., FAA Accountable Manager, 145 Date

A003 . Ratings and Limitations

HQ Control: 01/30/2004

HQ Revision: 010

The Certificate Holder is authorized the following Ratings and/or Limitations:

Class Ratings

None

Limited Ratings

<u>Rating</u>	<u>Manufacturer</u>	<u>Make/Model</u>	<u>Limitations</u>
Airframe	Bell	Models 47, 204, 205, 206, 212, 222, 407, 412, 427, 429 and 430 Series.	Perform Maintenance, Inspection, Alterations, Component Overhaul, and Repairs on aircraft in accordance with Manufacturer's Maintenance Manual, Manufacturer's Instructions, and/or FAA Approved Data.
		OH-58 Series and UH-1H Series that are type certificated.	Perform Maintenance, Inspection, Alterations, Component Overhaul, and Repairs on aircraft in accordance with Manufacturer's Maintenance Manual, Manufacturer's Instructions, and/or FAA Approved Data.
	Bell	206 Series fuselage and tailboom structural repairs. 205 A1, 212, 412, and UH-1H, UH-1N tailboom structural repairs.	All repairs in accordance with Manufacturer's Structural Repair Manual, Manufacturer's Instructions, and /or FAA Approved Data.
	Schweizer/Sikorsky	Models 269A/B, D, 300C/CB.	Perform Maintenance, Inspection, Alterations, Component Overhaul, and Repairs on aircraft in accordance with Manufacturer's Maintenance Manual, and/or FAA Approved Data.
	MD Helicopters	Models 369 C/D/E/FF/500 & 600N, 900.	Perform Maintenance, Inspection, Alterations, Component Overhaul, and Repairs on aircraft in accordance with Manufacturer's Maintenance Manual, and/or FAA Approved Data.
	Aerospatiale/Eurocopters	Models AS 350 and AS 355 Series.	Perform Maintenance, Inspection, Alterations, and Repairs on aircraft in accordance with Manufacturer's Maintenance Manual, and/or FAA Approved Data.
	Eurocopters	BO-105, EC120, EC130 and EC135 Series	Perform Maintenance, Inspection, Alterations, and Repairs on aircraft in accordance with Manufacturer's Maintenance Manual, and/or FAA

Operations Specifications

<u>Rating</u>	<u>Manufacturer</u>	<u>Make/Model</u>	<u>Limitations</u>
	Agusta	Model A109, A119 Series.	Approved Data. Perform Maintenance, Inspection, Alterations, and Repairs on aircraft in accordance with Manufacturer's Maintenance Manual, and/or FAA Approved Data.
	Robinson	Model R22, R44, R66	Perform Maintenance, Inspection, Alterations, and Repairs on aircraft in accordance with Manufacturer's Maintenance Manual, and/or FAA Approved Data.
	Sikorsky	Model S-76 Series.	Perform Maintenance, Inspection, Alterations, and Repairs on aircraft in accordance with Manufacturer's Maintenance Manual, and/or FAA Approved Data.
	Enstrom	Model 480B, F28F and 280FX Series	Perform Maintenance, Inspection, Alterations, and Repairs on aircraft in accordance with Manufacturer's Maintenance Manual, and/or FAA Approved Data.
PowerPlant	Lycoming	Models IO-360, VO-435, VO-540, O-540, IO-540, O-320, T5311, T5313, and LTS 101 Series	Powerplant repairs limited to removal and installation of engine cylinder assemblies and/or accessories.
	Turbomeca	Arriel Series and Arrius Series	Perform routine maintenance, remove & replace components, and make adjustments per factory maintenance manuals.
	Rolls Royce	Models RR300, 250 and T63 Series	Perform routine maintenance, remove & replace components, and make adjustments per factory maintenance manuals.
	Pratt & Whitney	PT6T-3/3BE, PT6B Series, and PW 200 Series	
Instruments - Altimetry and Pitot/Static Systems	All Makes and Models	All Makes and Models	Limited to the removal, replacement, test, and inspection of altimeters, static systems, (excluding RVSM), pitot systems, automatic altitude reporting system equipment, and transponders (Mode S & ATRBS) in accordance with Appendices E and F of Title 14 Code Of Federal Regulations (14 CFR), Part 43.
Instruments (installation)	From the accepted Capabily List, as amended	From the accepted Capabily List, as amended	Limited to the removal, replacement, installation, and in-aircraft testing of certificated various components and their related systems components (VG,

Operations Specifications

<u>Rating</u>	<u>Manufacturer</u>	<u>Make/Model</u>	<u>Limitations</u>
			DG, Attitude Indicator, HSI, ADI, RMI, Moving Map, Compass Systems, and Attitude Systems, Including the installation of Flight Director, and Autopilot Systems/equipment.
Radio (Installation)	From the accepted Capability List, as amended	From the accepted Capability List, as amended	Limited to the removal, replacement, installation, and in-aircraft testing of certificated components of HF/VHF/UHF Communication, Navigation, Thunderstorm Detection, Weather Rader, Traffic Advisory, and Class B TAWS Systems. As well as test and inspect for compliance with Title 14 Code of Federal Regulations Part 91.171, and 91.207.
Accessory - Electronic/Electrical Installation	From the accepted Capability List, as amended	From the accepted Capability List, as amended	Limited to the removal, replacement, installation, and in-aircraft testing of various accessories (in-flight entertainment, inverters, voltage converters, cabin display, telecommunication), and various non-essential electronic/electrical cabin systems.
Battery	Concorde	Concorde lead acid batteries all models	Limited to capacity check All work on the above listed components, equipment, and/or systems will be performed in accordance with the pertinent manufacturers' specifications, as ammended, and/or other FAA approved data.

Limited Ratings - Specialized Services

<u>Rating</u>	<u>Specifications</u>	<u>Limitations</u>
Non-Destructive Inspection and Test		
Magnetic Inspection	ASTM E 1444, MIL-STD-1949	All work listed on components, equipment, and/or systems will be performed in accordance with the pertinent manufacturers' specifications, as ammended, and/or other FAA approved data.
Penetrant	MIL-STD-6866, ASTM E 1417	All work listed on components, equipment, and/or systems will be performed in accordance with the pertinent manufacturers' specifications, as ammended, and/or other FAA approved data.
Eddy Current	ASTM E 1004	All work listed on components, equipment, and/or systems will be performed in accordance with the pertinent

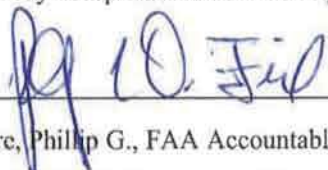
<u>Rating</u>	<u>Specifications</u>	<u>Limitations</u>
Radiographic	Agusta SB109-111 and ASTM E 1742	manufacturers' specifications, as ammended, and/or other FAA approved data. All work listed on components, equipment, and/or systems will be performed in accordance with the pertinent manufacturers' specifications, as ammended, and/or other FAA approved data.
Ultrasonic Inspection	ASTM-E-317, AMS-2632, MIL-STD-410, ASTM-E- 587	All work listed on components, equipment, and/or systems will be performed in accordance with the pertinent manufacturers' specifications, as ammended, and/or other FAA approved data.

1. Issued by the Federal Aviation Administration.
2. These Operations Specifications are approved by direction of the Administrator.



Digitally signed by Danny F Tisher, Principal Maintenance Inspector (WP01)
[1] EFFECTIVE DATE: 6/5/2013, [2] AMENDMENT #: 20
DATE: 2013.06.05 12:57:21 -05:00

3. I hereby accept and receive the Operations Specifications in this paragraph.

 6/5/2013
Difiore, Phillip G., FAA Accountable Manager, 145 Date

A449 . Antidrug and Alcohol Misuse Prevention Program

HQ Control: 07/17/2009

HQ Revision: 00a

- a. The Part 145 repair station certificate holder has elected to implement an Antidrug and Alcohol Misuse Prevention Program, because the certificate holder performs safety-sensitive functions for a 14 CFR Part 121, and 135 certificate holder and/or for a 14 CFR Part 91 operator conducting operations under Section 91.147.
- b. The certificate holder certifies that it will comply with the requirements of 14 CFR Part 120 and 49 CFR Part 40 for its Antidrug and Alcohol Misuse Prevention Program.
- c. Antidrug and Alcohol Misuse Prevention Program records are maintained and available for inspection by the FAA's Drug Abatement Compliance and Enforcement Inspectors at the location listed in Table 1 below:

Table 1

Location & Telephone of Antidrug and Alcohol Misuse Prevention Program Records:	
Telephone Number:	A1 (818)997-7667
Address:	16425 Hart Street
Address:	
City:	Van Nuys
State:	CA
Zip code:	91406

d. Limitations and Provisions.

- (1) Antidrug and Alcohol Misuse Prevention Program inspections and enforcement activity will be conducted by the Drug Abatement Division. Questions regarding these programs should be directed to the Drug Abatement Division.
- (2) The certificate holder is responsible for updating this operations specification when any of the following changes occur:
 - (a) Location or phone number where the Antidrug and Alcohol Misuse Prevention Program Records are kept.
 - (b) If the certificate holder's number of safety-sensitive employees goes to 50 and above, or falls below 50 safety-sensitive employees.
- (3) The certificate holder with 50 or more employees performing a safety-sensitive function on January 1 of the calendar year must submit an annual report to the Drug Abatement Division of the FAA.
- (4) The certificate holder with fewer than 50 employees performing a safety-sensitive function on January 1 of any calendar year must submit an annual report upon request of the Administrator, as specified in the regulations.

The certificate holder has fewer than 50 safety-sensitive employees.

1. Issued by the Federal Aviation Administration .
2. Support information reference:
3. These Operations Specifications are approved by direction of the Administrator.



2011.02.02 15:21:45 Central Standard Time
Location: WebOPSS
Digitally signed by Danny F Tisher,
Principal Maintenance Inspector (WP01)

4. Date Approval is effective: 02/02/2011 Amendment Number: 3
5. I hereby accept and receive the Operations Specifications in this paragraph.

Difiore, Phillip G., FAA Accountable Manager, 145

A handwritten signature in blue ink, appearing to read "P. G. Difiore".

Date: 02/02/2011



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors
October 26, 2017

Agenda Item No. 3E
Consent Calendar

**Establishment of a Primary Staffing Station and
Specialty Pay for Duty Manpower Coordinators**

Contact(s) for Further Information

Brian Young, Assistant Chief
Operations Department

brianyoung@ocfa.org

714.573.6014

Jeff Adams, Division Chief
Division 5 Staffing Program

jeffadams@ocfa.org

949.389.0055

Summary

This agenda item seeks approval of actions to continue addressing the impacts associated with extraordinary forced hiring of firefighter personnel.

Prior Board/Committee Action

On July 27, 2017, the Board of Directors approved several actions to assist staff in addressing the high volume of forced hiring, improving firefighter staffing, and beginning to mitigate the associated negative impacts to personnel. In seeking approval of those actions, staff stated its intent to continue seeking methods to mitigate negative staffing impacts.

RECOMMENDED ACTION(S)

To continue addressing the impacts associated with extraordinary forced hiring of firefighter personnel, it is recommended that the Board:

1. Establish a 7.5% specialty pay for 12 duty manpower coordinators at Fire Station 22 (Laguna Woods/Laguna Hills).
2. Increase appropriations in the FY 2017/18 General Fund (121) Budget by \$95,838 to fund the specialty pay.

Impact to Cities/County

Not Applicable.

Fiscal Impact

The cost increase to the FY 2017/18 budget associated with the specialty pay for the remainder of the fiscal year is \$95,838. The ongoing annual cost for future years is \$143,757.

Background

A collaborative workgroup comprised of subject matter experts, labor representatives, and management (Joint-Labor-Management Group [JLM]) began meeting in May 2017 to discuss issues that are causing an extraordinary volume of forced hiring activity in the firefighter ranks. To date, the JLM has identified several actions to begin addressing the root causes of the extraordinary forces and to mitigate the negative impacts. Attached is the staff report that the Board approved in July 2017 describing the problem in detail and beginning to implement solutions. The JLM is committed to continuing its efforts to further refine staffing procedures, enhancing systems, and putting processes in place that should prevent these negative impacts from recurring in the future.

One of the recommended actions is to establish a primary duty staffing fire station and to assign responsibility to personnel at that station to handle all manpower staffing needs for the OCFA. In the past, the OCFA has tried differing structures for handling manpower needs:

- Following the OCFA formation, the Authority had full-time administrative employees who were assigned responsibility for coordinating manpower; however, because staffing needs and issues would arise 24 hours per day, 7 days per week, the regular 40-hour work schedule for the manpower employees was found to be ineffective. As a result, manpower coordination was transitioned to personnel in the field for 24/7 coverage.
- When manpower coordination was transitioned to the field, numerous personnel serving in each of OCFA's nine battalions were assigned staffing responsibilities. This structure remains in place today and appears to be effective for handling basic day-to-day staffing needs within each battalion; however, one primary station with oversight responsibility is needed to handle more complex staffing issues that frequently arise, ensure consistent interpretation of policies, and coordinate the many tasks being performed. These higher level responsibilities are best handled by well-trained employees at a single-primary station, in particular due to the complexities that are occurring since overtime requirements are exceeding personnel's desires to volunteer and work the necessary overtime.

The manpower coordinators are responsible for contacting personnel who have already worked all their required shifts and informing them that they are being forced to work another shift. Often, these forces can cause personnel to miss other plans, appointments, and/or commitments, negatively impacting the employee's work-family-life balance. The manpower coordinators must perform this work to ensure that the OCFA is staffed 24/7 and ready to serve the public.

Changing the structure for manpower coordinators to establish a primary duty staffing station will improve consistency and coordination, while still providing necessary redundancy. At the same time, the workload burden and responsibilities placed on the duty manpower coordinators will increase. This new structure will designate Fire Station 22 (Laguna Woods/Laguna Hills) as the duty staffing station. The four personnel assigned to the Truck at this station (four personnel, three shifts, for a total of 12 employees) will be assigned the responsibilities of duty manpower coordinators.

To address the increased workload proposed for duty manpower coordinators and recognizing the challenges associated with the work, the JLM is recommending specialty pay for these duty manpower coordinators at 7.5% of top-step firefighter salary. Personnel transferring into these designated positions will be required to complete a Manpower Coordinator Training Program to demonstrate competencies in administering the system to be eligible for the specialty pay. Because of these actions, we anticipate that the duty staffing station structure will yield well-trained employees who are engaged in effective administration of OCFA's manpower needs.

Following implementation of this recommendation, the OCFA will be better prepared to provide the highest level of emergency, fire, rescue, and emergency medical services, with consistent handling of manpower needs. With the Board of Directors' approval, these recommendations will take effect Friday, October 27, 2017.

Attachment(s)

Staff Report dated July 27, 2017, entitled "Actions to Reduce Firefighter Overtime & Extraordinary Volume of Forced Hiring Activity"



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
July 27, 2017

Agenda Item No. 5A
Discussion Calendar

**Actions to Reduce Firefighter Overtime
& Extraordinary Volume of Forced Hiring Activity**

Contact(s) for Further Information

Lori Zeller, Assistant Chief
Business Services Department

lorizeller@ocfa.org

714.573.6020

Brian Young, Assistant Chief
Operations Department

brianyoung@ocfa.org

714.573.6014

Summary

This agenda item seeks approval of actions to reduce overtime and the extraordinary volume of forced hiring activity that has been occurring in the firefighter ranks.

Prior Board/Committee Action

Not applicable.

RECOMMENDED ACTION(S)

These actions are needed to reduce overtime and the extraordinary volume of forced hiring activity that has been occurring in the firefighter ranks:

1. Direct staff to convert funding for 53 existing positions (17 Fire Captains, 15 Fire Apparatus Engineers, and 21 Firefighters) from overtime-funded to full-time salary and benefit-authorized positions, by taking the following actions:
 - a. Restore and activate 42 existing frozen positions on the Master Position Control (15 Fire Captains, 15 Fire Apparatus Engineers, and 12 Firefighters).
 - b. Add two Fire Captains (one regular position and one limited-term/grant-funded position) and 9 Firefighters as authorized positions to the Master Position Control.
2. Increase appropriations in the FY 2017/18 General Fund (121) Budget by \$345,191 to fund the difference between current budgeted overtime pay and regular salary and benefit costs for these converted positions.
3. Authorize staff to temporarily exceed the number of authorized firefighter positions on the Master Position Control to enable the hiring of 50 firefighters into each of the next two academies. This temporary authorization shall only apply to the next two academies (45 and 46), pending attrition/promotions that will occur during and following academy graduations.

Impact to Cities/County

The conversion of overtime-funded positions will enable OCFA to maximize the number of firefighters hired into the next two academies, which will allow vacant positions to be filled through regular work schedules and reduce overtime that existing firefighters are being forced to work. There will be no increase to Cash Contract city charges as a result of this change.

Fiscal Impact

An expenditure increase of \$345,191 is requested in the FY 2017/18 General Fund Budget. In addition, a mid-year budget adjustment may be necessary to reverse the salary savings that was deducted from the FY 2017/18 Salary and Employee Benefits budget since the budget figures estimated an average of 40 vacant firefighter positions during the fiscal year.

Background

Factors Driving Volume of Overtime & Forced Hiring of Firefighters

The OCFA maintains constant staffing levels, which means that every day, all authorized Operations post-positions are staffed. Constant staffing enables delivery of emergency services 24-hours per day, 7 days per week. A post-position is a seat on a fire or EMS response unit (including engines, trucks, and paramedic vehicles) that must be filled to meet the staffing requirements of that unit.

- Backfill occurs when there is a vacancy in a position that requires constant staffing and another employee works overtime to fill the vacancy. Examples include:
 - Positions are temporarily vacant due to personnel on sick leave, vacation, jury duty, military leave, bereavement, workers' compensation, etc.
 - Positions are temporarily vacant due to personnel assigned to paramedic school or assigned to a cadre to teach an academy
 - Positions are vacant due to cost control measures (frozen positions per the MOU)
 - Positions are vacant as a result of retirements, promotions, the addition of new positions to staff a new station, or converting Basic Life Support engines to Advance Life Support
 - Positions are temporarily vacant due to personnel responding to major in/out of county emergency incidents
- Overtime is used for work performed above and beyond the constant staffing requirements. Examples of overtime include strike team or overhead personnel assignments for emergency incidents, either in or out of County, and mandatory training classes that occur on a day other than the employee's regularly assigned shift.

Daily Staffed Frozen Positions - Funded by Overtime

The OCFA has been carrying many frozen positions in the firefighter ranks on the Master Position Control for several years, primarily implemented as a cost-saving measure to balance the budget during the financial downturn starting in FY 2009/10. As reported to the Board each year in our Annual Overtime & Employee Compensation report, the use of backfill/overtime to fill the vacancies created by these frozen positions can produce savings since overtime hours are not "pensionable", meaning they don't result in additional pension earnings for those working the overtime, nor do they require retirement contributions as a percent of pay.

However, lower-cost retirement benefits are now being earned by new firefighters under the Public Employee Pension Reform Act (PEPRA), and these firefighters are paying their full employee-share of retirement costs; therefore, the savings differential from using overtime vs. full-time salary and benefit employees is diminishing. Furthermore, the volume of overtime hours being demanded of our firefighters has become much greater than the hours they wish to work, resulting in an extraordinary amount of forced hiring activity for all firefighter ranks.

Up until now, OCFA has been completing multiple academies and promotional processes per year to fill the vacancies that were occurring, over and above the frozen/overtime-funded positions. We are now reaching a point where the remaining vacancies that need to be filled include these constant-staffed overtime-funded positions, which are frozen on the Master Position Control (meaning we are unable to hire new employees into them). Staff believes the timing is appropriate to complete a transition whereby the overtime-funded positions are converted to regular authorized salary and benefit positions.

Actions to Reduce Overtime & Forced Hiring Activity

Executive management has been meeting with representatives of the Orange County Professional Firefighters Association (OCPFA) to identify actions to reduce the extraordinary amount of

overtime and forced hiring activity. Actions that the joint labor-management (JLM) group have agreed upon include:

- Implement earlier start-dates for the next two firefighter academies (September 2017 and February 2018 instead of October 2017 and March 2018)
- Maximize the number of firefighters hired into each of the next two academies, with a goal of hiring 50 firefighters for each academy
- Implement a continuous open recruitment process
- Develop multiple entry portals for new OCFA firefighters (entry level firefighter, entry level firefighter/paramedic, lateral firefighter/paramedic)
- Balance the timing of promotions into Engineer and Captain ranks in a manner that works in harmony with the timing of Firefighter Academy graduations
- Utilize multiple communication methods with candidates during recruitment processes
- Make multiple programming changes in the automated Staffing System to enable employees to enter a greater variety of “availabilities,” which will facilitate voluntary coverage of shifts that require overtime/backfill instead of forcing employees to work overtime
- Implement methods to encourage/incentivize employees to enter “availabilities” to cover shifts that require overtime/backfill

The JLM group will continue meeting to sustain progress on the variety of initiatives already agreed upon, monitor the effectiveness of the initiatives as they are completed, and continue seeking new and better methods to minimize negative staffing impacts.

Financial Impact of Recommended Actions

A key part of implementing the initiative to maximize the number of firefighters hired into each of the next two academies involves a change in the structure of the frozen positions OCFA has been carrying and filling with overtime (as discussed above). Converting these frozen positions from overtime-funded to regular full-time salary and benefit positions is required. Although there is an ongoing cost to make the conversion, staff believes that the net financial impact of this change is a worthy investment to achieve the goal of reducing overtime and forced-hiring activity.

The matrix below identifies the anticipated reduction in overtime costs and the corresponding increase in regular salary and benefit costs associated with converting the proposed 53 positions. The partial-year impact anticipated in FY 2017/18 will be offset by a one-time budget reduction due to a later start-date for expanded Fire Station 20 staffing, compared to the timeline that we anticipated when the budget was developed.

Reason for Budgetary Change	Budget Category	Annual Cost Impact	FY 17/18 Partial Year Cost Impact (6 months)
Convert 53 positions from overtime-funded (OT) to regular salary and employee benefits (S&EB)	Reduce OT	- 9,099,279	- 4,549,638
	Increase S&EB	+11,079,356	+ 5,539,678
Adjust budget for timing of expanded Station 20	Reduce S&EB	n/a	- 644,850
Net Financial Impact		+1,980,081	+345,191

The net financial impact of the proposed changes during FY 2017/18 is an increase in expenditures of \$345,191. Once all hiring and promotional activities are complete for these converted positions, we anticipate that annual overtime costs will be reduced by \$9.1 million.

Attachment(s)

None.



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
October 26, 2017

Agenda Item No. 5A
Discussion Calendar

Special Procurement Contract for Behavioral Health Services

Contact(s) for Further Information

Brigitte Gibb, Director
Human Resources

brigittegibb@ocfa.org

714.573.6353

Jonathan Wilby, Risk Manager

jonathanwilby@ocfa.org

714.573.6832

Summary

This agenda item is submitted to recommend approval of a special procurement contract with The Counseling Team International (TCTI) to provide behavioral health services to fire personnel including operations safety personnel, emergency command center (ECC) personnel, and peer support team members. Behavioral health services will also be provided to family members living in the same home as the OCFA personnel and retirees.

Prior Board/Committee Action

Human Resources Committee Recommendation: *APPROVE*

At its regular October 3, 2017, meeting, the Human Resources Committee reviewed and unanimously recommended approval of this item.

Budget and Finance Committee Recommendation: *APPROVE*

At its regular October 11, 2017, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

RECOMMENDED ACTION(S)

To provide behavioral health services to OCFA personnel, it is recommended that the Board:

1. Approve and authorize the Purchasing Manager to enter an agreement with The Counseling Team International for behavioral health services for a three-year period with the option of two additional one-year renewals, in an amount not to exceed \$150,000 annually (\$450,000 during the initial three-year period).
2. Approve the budget adjustment in the General Fund (Fund 121) increasing appropriations in the amount of \$150,000.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding for the proposed behavioral health services is not included in the FY 2017/18 budget; therefore, a budget adjustment is necessary to fund the contract award.

Background

The OCFA felt the severe impact of a fire department suicide on December 13, 2016, when one of our firefighters committed suicide. This was not an isolated event. Firefighters in the United States are three times more likely to die by suicide than by line of duty deaths, according to the National Fallen Firefighters Foundations (NFFF), an organization chartered by Congress to honor and provide support to the families of firefighters killed on the job.

The Firefighter Behavioral Health Alliance estimates approximately 30 percent of the nation's 1.3 million career and volunteer firefighters suffer from post-traumatic stress disorder (PTSD), with 132 suicides by active and former United States firefighters and paramedics reported last year.

The numbers; however, could be much higher because there is no official database tracking suicide by firefighters and paramedics. Very few departments report these incidents, and very few first responders ask for help due to the stigmas that come along with showing any type of weakness, whether physical or mental. Traditional Employee Assistance Programs have not met the needs of first responders and have been underutilized due to their lack of understanding of a first responder's unique occupational stressors, inability to create a relationship and gain trust from first responders, and restrictions on use.

The OCFA identified this fire service issue as a top priority and included a Fiscal Year 2016/17 domain objective to establish a program that addresses the impact of PTSD in OCFA personnel. A Joint Labor Management (JLM) workgroup was established that included a member of the Executive Team, Orange County Professional Firefighters Association, Local 3631 representatives, Chief Officer Association representative, and the Risk Manager. The workgroup conducted a gap analysis between the organizational needs and current programs in place to address behavioral health issues.

The JLM unanimously recommends the OCFA contract with TCTI to provide behavioral health services. TCTI has provided employee support services to address the unique stressors of law enforcement, fire, emergency services, and government agencies since 1985. TCTI is unique in providing the full spectrum of behavioral health and wellness services, training, critical incident stress management support, and on-call counseling for public safety personnel and family members sharing their homes. We searched but only found one other firm providing the full spectrum of behavioral health services to public safety personnel. This firm is in Northern California which would not be beneficial to the OCFA due to the immediate need for in-person behavioral health professional response to critical incidents.

TCTI has responded to major disasters and critical incidents (Attachment 3) such as:

- Oklahoma City bombing
- Hurricane Andrew
- Hurricane Katrina
- Los Angeles riots
- Bureau of Alcohol, Tobacco, Firearms and Explosives incident in Waco, Texas
- Columbine High School shooting
- Springfield High School shooting
- Santee High School shooting
- Cajon High School shooting
- Red Lake High School shooting
- World Trade Center terrorist attack

- Pentagon terrorist attack
- Riverside County's United States Forest Service deaths in the Esperanza Fire
- Seal Beach beauty salon shooting
- SoCal Edison workplace violence shooting
- San Bernardino terrorist attack
- Las Vegas shooting

They currently provide full service counseling for employees and their family members to over 91 public agencies in California (Attachment 4).

The following core services will be billed based on a "fee for service" rate at the billable rate of \$95.00 per hour, not to exceed \$7,700 per month or \$92,400.00 per year:

- Comprehensive counseling services for fire personnel, families, and retirees
- Supervisor referrals regarding problem employees and/or any aspect of the behavioral health and wellness services
- Follow-up sessions with employees involved in critical incidents
- Initial orientation for all levels of the organization, including management, employees, and their eligible dependents
- Health fair attendance
- Consultation services

Additional services will be billed on a "fee for service" rate at the billable rate described below:

Service	Rate	Total
Core Services	\$95/hour	\$92,400 (not to exceed amount)
Critical incident stress debriefing services (on-call 24/7)	\$200/hour	\$20,000 (100 debriefings)
Training on a wide variety of classes	\$150/hour	\$1,500 (10 trainings)
3-day basic peer support team training	\$299/student	\$17,940 (60 students)
2-day advanced peer support team training	\$199/student	\$11,940 (60 students)
Peer support consultation	\$75/hour	\$5,325 (71 hours)
Peer support meetings (quarterly)	\$110/hour	\$880 (four 2-hour meetings)
Total		\$149,985*

* Rounded up for an annual contract amount not to exceed \$150,00/year

Attachment(s)

1. Special Procurement Request Form
2. Professional Services Agreement
3. Major Disasters and Critical Incidents
4. Full Service Counseling Public Agency Clients

OCFA Special Procurement Justification Form

The Purchasing Ordinance of the Orange County Fire Authority requires competitive bids and proposals for service and commodity contracts. A special procurement is defined as a purchase, where due to unusual or special circumstances, it would be in the best interest of the OCFA to accomplish the procurement without compliance with the competitive bidding requirements. Special Procurements are not applicable to construction services. The using department requesting a special procurement shall provide written evidence to support a special procurement determination. This form is to be submitted with the purchase requisition to Purchasing with any special procurement requests.

SECTION I - INSTRUCTIONS

1. Written justification on this form will be completed by the requesting department and submitted with the purchase requisition.
2. The request must be approved by the section manager and assistant chief prior to submitting the request to the purchasing manager.
3. All special procurement forms must be submitted to the Purchasing Manager and then reviewed and approved by the Assistance Chief, Business Services.
4. All special procurements exceeding \$50,000 (life of contract) require Executive Committee approval. In this case, the special procurement form must be submitted to the Executive Committee as an attachment to the staff report.
5. The approved special procurement justification form will be included in the contract file.

SECTION II – REQUEST INFORMATION

Department/Section: Human Resources/Risk Management	Requested By: Jonathan Wilby	Date: 10/26/17
Recommended Vendor: The Counseling Team International (TCTI)	Vendor Contact: Julie Castro Koot, CFO	Vendor's E-mail Address: cteamjulie@aol.com
Vendor Address: 1881 Business Center Drive, Suite 11 & 12, San Bernardino, CA 92408		Vendor's Telephone #: 909-884-0133
Type of Contract: <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Multi-Year <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Increase	Contract Term (Dates): 11/1/17- 10/31/22	Contract Amount: \$150,000/year (not to exceed)
If the contract type is a Renewal, Amendment or Increase, please provide previous contract information with this request (PO, BO, previous approval date, Chief approval or EC approval, and dollar amount).		Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

SECTION III – JUSTIFICATION

1. **Provide a detailed description of the product or service requested. Describe what it is. Attach additional sheet if necessary.**

Confidential short-term comprehensive counseling services to fire personnel (operations safety personnel, emergency command center (ECC) personnel, and peer support team members) and their family members living in the home, training on a wide variety of topics affecting public safety, 24/7/365 standby status to provide a behavioral health professional to participate on the critical incident stress management (CISM) team, and team support.

2. **Please state the reasoning for the special procurement and the special circumstances of why it would be in the best interest of OCFA to accomplish the procurement without a competitive bidding process. Provide a summary of findings (research and analysis) including any supporting documentation which validates your recommendation and demonstrates the nature of this request. Attach additional sheet if necessary.**

TCTI has provided employee support services to address the unique stressors of law enforcement, fire, emergency services and government agencies since 1985. TCTI is unique in providing a full spectrum of behavioral health and wellness services, training, critical incident stress management, and on-call counseling for public safety personnel. TCTI currently provides counseling services for employees of over ninety-one public agencies in Southern California

SECTION III – JUSTIFICATION (continued)

including the Association of Orange County Deputy Sheriffs Department, Irvine Police Department, Newport Beach Fire, Anaheim Fire, and San Bernardino Fire.

We searched but only found one other firm providing the full spectrum of behavioral health services to public safety. This firm is in Northern

California which would not be beneficial to the OCFA due to the immediate need for in-person response to critical incidents.




- 3. Pricing - What efforts were made to get the best pricing (e.g., did you simply request a quote, negotiate a better price with the vendor, did the vendor provide a discount)? Please provide the quote with your special procurement request.**

Negotiations were made with the TCTI for best pricing. TCTI agreed to remove all travel expenses and provide counseling services to retirees without increasing pricing in other areas.



- 4. Will this purchase obligate the OCFA to future purchases (maintenance, licensing or continuing needs)?**
(If yes, please explain how and what the future costs will be.)

Not applicable.

Special Procurement Request Submitted by:

REQUESTORS NAME	SIGNATURE	DATE
Jonathan Wilby		10/12/17
DIVISION CHIEF/SECTION MANAGER NAME	SIGNATURE	DATE
Jonathan Wilby		10/12/17
ASSISTANT CHIEF NAME	SIGNATURE	DATE
Brigette Gibb		10/12/17

Purchasing Manager's Comments:

PURCHASING MANAGER'S APPROVAL	DATE
	10/12/17
ASSISTANT CHIEF BUSINESS SERVICES APPROVAL	DATE
	10/12/17

Executive Committee Approval Required ☐ Yes ☐ No Special Procurement over \$50,000

Executive Committee Approved: ☐ Yes ☐ No Date approved _____

**ORANGE COUNTY FIRE AUTHORITY
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 26th day of October, 2017, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and The Counseling Team International, hereinafter referred to as "Firm".

RECITALS

WHEREAS, OCFA requires the services of a firm for as-needed comprehensive counseling services, hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted to OCFA a proposal, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by this reference; and

WHEREAS, based on its experience and reputation, Firm is qualified to provide the necessary services for the Project and desires to provide such services; and

WHEREAS, OCFA desires to retain the services of Firm for the Project.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, OCFA agrees to employ and does hereby employ Firm and Firm agrees to provide professional services as follows:

AGREEMENT

1. PROFESSIONAL SERVICES

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Firm shall provide those services specified in the Proposal/Statement of Work attached hereto as Exhibit "A." Firm warrants that all services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Firm represents and warrants that it and all employees, subconsultants and subcontractors providing any services pursuant to this Agreement shall have a sufficient skill and experience to perform the Project services. All Project services shall be completed to the reasonable satisfaction of the OCFA. In the event of any inconsistency between the terms contained in Exhibit "A" and the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern.

1.2 Compliance with Law.

All services rendered hereunder shall be provided in accordance with all laws, ordinances, resolutions, statutes, rules, and regulations of OCFA and any federal, state or local governmental agency of competent jurisdiction.

1.3 Licenses and Permits.

Firm shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

1.4 Familiarity with Work.

By executing this Agreement, Firm warrants that Firm (a) has thoroughly investigated and considered the work to be performed, (b) has investigated the site of the work and become fully acquainted with the conditions there existing, (c) has carefully considered how the work should be performed, and (d) fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement. Should the Firm discover any latent or unknown conditions materially differing from those inherent in the work or as represented by OCFA, Firm shall immediately inform OCFA of such fact and shall not proceed with any work except at Firm's risk until written instructions are received from the Contract Officer.

1.5 Care of Work.

Firm shall adopt and follow reasonable procedures and methods during the term of the Agreement to prevent loss or damage to materials, papers or other components of the work, and shall be responsible for all such damage until acceptance of the work by OCFA, except such loss or damages as may be caused by OCFA's own negligence.

1.6 Additional Services.

Firm shall perform services in addition to those specified in the Statement of Work when directed to do so in writing by the Contract Officer, provided that Firm shall not be required to perform any additional services without compensation. Any additional compensation not exceeding ten percent (10%) of the original Agreement sum must be approved in writing by the Contract Officer. Any greater increase must be authorized by the Executive Committee.

2. TIME FOR COMPLETION

The time for completion of the services to be performed by Firm is an essential condition of this Agreement. Firm shall prosecute regularly and diligently the work of this Agreement according to the schedules set forth in the Statement of Work. Firm shall not be accountable for delays in the progress of its work caused by any condition beyond its

control and without the fault or negligence of Firm. Delays shall not entitle Firm to any additional compensation regardless of the party responsible for the delay.

3. COMPENSATION OF FIRM

3.1 Compensation of Firm.

For the services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed, in accordance with the terms set forth in Exhibit "A," in an amount not to exceed \$150,000 annually for a three year period.

3.2 Method of Payment.

In any month in which Firm wishes to receive payment, Firm shall no later than the first working day of such month, submit to OCFA in the form approved by OCFA's Director of Finance, an invoice for services rendered prior to the date of the invoice. OCFA shall pay Firm for all expenses stated thereon which are approved by OCFA consistent with this Agreement, within thirty (30) days of receipt of Firm's invoice.

3.3 Changes.

In the event any change or changes in the work is requested by OCFA, the parties hereto shall execute an addendum to this Agreement, setting forth with particularity all terms of such addendum, including, but not limited to, any additional fees. Addenda may be entered into:

A. To provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product or work;

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Firm's profession.

3.4 Appropriations.

This Agreement is subject to and contingent upon funds being appropriated therefore by the OCFA Board of Directors for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to OCFA.

4. PERFORMANCE SCHEDULE

4.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance.

All services rendered pursuant to this Agreement shall be performed within the time periods prescribed in the Statement of Work, attached hereto as Exhibit "A". The extension of any time period specified in Exhibit "A" must be approved in writing by the Contract Officer.

4.3 Force Majeure.

The time for performance of services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Firm, including, but not restricted to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if the Firm shall within ten (10) days of the commencement of such condition notify the Contract Officer who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for performing the services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 Term.

Unless earlier terminated in accordance with Sections 8.5 or 8.6 of this Agreement, this Agreement shall continue in full force and effect until satisfactory completion of the services but not exceeding three years from the date hereof, unless extended by mutual written agreement of the parties.

5. COORDINATION OF WORK

5.1 Representative of Firm.

The following principal of the Firm is hereby designated as being the principal and representative of Firm authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith: Nancy Bull-Penrod, PhD.

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal is a substantial inducement for OCFA to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Firm and devoting sufficient time to personally supervise the services hereunder. The foregoing principal may not be changed by Firm without the express written approval of OCFA.

5.2 Contract Officer.

The Contract Officer shall be designated in writing by OCFA. It shall be the Firm's responsibility to keep the Contract Officer fully informed of the progress of the performance of the services and Firm shall refer any decisions that must be made by OCFA to the Contract Officer. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Officer.

5.3 Prohibition Against Subcontracting or Assignment.

5.3.1 No Subcontracting Without Prior Approval. The experience, knowledge, capability and reputation of Firm, its principals and employees, and the Firm Representative were a substantial inducement for OCFA to enter into this Agreement. Therefore, Firm shall not contract with any other entity to perform in whole or in part the Project Services required hereunder without the express written approval of OCFA.

5.3.2 Provisions in the Event Subcontractor(s) Are Authorized. If Firm is authorized to subcontract any part of the Project services as provided in Section 5.3.1, Firm shall be responsible to OCFA for the acts and omissions of its subcontractor(s) and subconsultant(s) in the same manner as it is for persons directly employed. For purposes of this Agreement, all persons engaged in the performance of Project services will be considered employees of Firm. OCFA will deal directly with and will make all payments to Firm. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and OCFA. Firm shall ensure that all subcontractor insurance requirements set forth in Section 6 below (including its subsections) are complied with prior to commencement of services by each subcontractor.

5.3.2.1 Withholding Payment for Non-Authorized Subcontractors. OCFA shall have the right to withhold payment from Firm for services performed by any subcontractor or subconsultant performing Project services but not authorized in writing by OCFA, or regarding which the insurance or other requirements under this Agreement have not been satisfied.

5.3.3 Assignments. Neither this Agreement nor any interest herein may be assigned, transferred, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of OCFA. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Firm, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Firm or any surety of Firm from any liability hereunder without the express written consent of OCFA.

5.4 Independent Contractor.

Neither OCFA nor any of its employees shall have any control over the manner, mode or means by which Firm, its agents or employees, perform the services required herein, except as otherwise set forth herein. Firm shall perform all services required herein as an independent Firm of OCFA and shall remain at all times as to OCFA a wholly independent contractor with only such obligations as are consistent with that role. Firm shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of OCFA.

6. INSURANCE AND INDEMNIFICATION

6.1 Compliance with Insurance Requirements. Firm shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to OCFA, all insurance required under this section. Firm shall not commence any Project services under this Agreement unless and until it has provided evidence satisfactory to OCFA that it has secured all insurance required under this section. If Firm's existing insurance policies do not meet the insurance requirements set forth herein, Firm agrees to amend, supplement or endorse the policies to meet all requirements herein.

6.2 Types of Insurance Required. Without limiting the indemnity provisions set forth in this Agreement, Firm shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

6.2.1 Professional Liability/Errors and Omissions Insurance ("PLI"). Firm shall obtain and maintain PLI insurance applicable to each licensed profession practiced by Firm. Firm shall maintain PLI insurance with per-claim and aggregate limits no lower than \$2,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate. Covered professional services shall specifically include all Project services to be performed under the Agreement and the policy shall be endorsed to delete any exclusions that may exclude coverage for claims within the minimum PLI limits for the Project services to be performed under this Agreement.

6.2.1.1 The PLI policy shall be endorsed to delete any Contractual Liability Exclusion. The PLI shall include contractual liability coverage applicable to this Agreement. The policy must "pay on behalf of" the insured, and include a provision establishing the insurer's duty to defend the insured.

6.2.1.2 If the PLI policy of insurance is written on a "claims-made" basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of all Project Services provided hereunder (the "PLI Coverage Period"). If any PLI policy is replaced, cancelled, non-renewed, discontinued, or otherwise terminated, or if the limits of a PLI policy are reduced or the available coverage depleted below the

required minimum coverage amounts for any reason during the PLI Coverage Period, Firm shall immediately obtain replacement PLI coverage meeting the requirements of this Section 6.2.1. Such replacement coverage shall satisfy all requirements herein, and shall include coverage for the prior acts or omissions of Firm during the time period during which any Project services were performed. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the OCFA.

6.2.1.3 If the PLI policy is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Project services provided for in this Agreement, whichever is later. In the event of termination of the PLI policy during this period, new coverage shall immediately be obtained, and written evidence of the policy shall be immediately provided to OCFA, to ensure PLI coverage during the entire course of performing the Project services.

6.2.1.4 Firm shall not perform any Project services at any time during which required types or amounts of PLI insurance are not in effect, and OCFA shall have no obligation to pay Firm for Project services performed while required PLI insurance is not in effect.

6.2.2 Commercial General Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of CGL Insurance with limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate. CGL insurance shall be provided on an occurrence-based coverage form; a "claims made" CGL policy is not acceptable. Firm shall maintain CGL insurance with per-claim, aggregate and products and operations completed limits no lower than the minimum CGL coverage limits specified herein. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for any of the following: (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) any other exclusion contrary to this Agreement.

6.2.3 Automobile Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile liability insurance with limits of no less than \$1,000,000.00 per accident. Auto liability insurance shall be provided on an occurrence-based coverage form; a "claims made" auto liability policy is not acceptable. Firm shall maintain Auto liability insurance with per-claim and aggregate limits for bodily injury and property damage no lower than the minimum Auto Liability coverage limits specified herein. Defense costs shall be paid in addition to the policy limits. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles, and be endorsed to eliminate any exclusion applicable to any of them.

6.2.4 Workers' Compensation Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of

Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements applicable in the State of California. Firm hereby waives on its own behalf, and shall obtain an endorsement from its workers' compensation insurer waiving on the insurance company's behalf, all rights of subrogation against the OCFA, its board members, officials, officers, employees, agents and volunteers.

6.2.4.1 If subconsultants or subcontractors are used, Firm shall require each of its subconsultants and subcontractors, if any, to waive all rights of subrogation, and to obtain endorsements from the subconsultants'/subcontractors' workers' compensation insurers waiving all rights of subrogation, against the OCFA, its board members, officials, officers, employees, agents and volunteers.

6.2.4.2 If Workers' Compensation Insurance is required under Section 6.2.4, Firm and each of its subconsultants and subcontractors shall also maintain, in full force and effect throughout the term of this Agreement, Employer's Liability Insurance with limits of at least \$1,000,000.00 per injury or illness.

6.3 Acceptability of Insurers. Each insurance policy required by this section shall be issued by a licensed company authorized to transact business by the Department of Insurance for the State of California with a current rating of A:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Line Insurers (LASLI)), by the latest edition of A.M. Best's Key Rating Guide, except that the OCFA will accept workers' compensation insurance from the State Compensation Fund. In the event the OCFA determines that the Project Services to be performed under this Agreement creates an increased or decreased risk of loss to the OCFA, the Firm agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the OCFA.

6.3.1 Firm shall immediately replace any insurer whose A.M. Best rating drops below the levels specified herein with an insurer that meets the minimum requirements herein.

6.4 Specific Insurance Provisions and Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval. Required insurance policies shall contain the following provisions, or Firm shall provide endorsements on forms approved by the OCFA to add the following provisions to the insurance policies:

6.4.1 CGL and Auto Liability Endorsements. The policy or policies of insurance required by this Agreement for CGL and Automobile Liability Insurance shall be endorsed as follows:

6.4.1.1 Additional Insured: The OCFA, its board members, officials, officers, employees, agents and volunteers, shall be additional insureds; and

6.4.1.1.1 Additional Insured Endorsements: Additional insured endorsements shall not (1) be restricted to "ongoing operations", (2) exclude "contractual liability", (3) restrict coverage to "sole" liability of Firm, (4) contain any other exclusions contrary to the Agreement; or (5) contain special limitations on the scope of protection afforded to additional insureds.

6.4.1.2 Primary, Non-Contributing. Each CGL and Auto Liability insurance policy shall be endorsed to be primary and any other insurance, deductible, or self-insurance maintained by the OCFA, its board members, officials, officers, employees, agents or volunteers, shall not contribute with the primary insurance.

6.4.2 Notice of Cancellation: Each policy of any type shall be endorsed to provide that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice has been provided to the OCFA. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Firm's failure to pay the insurance premium, the notice provided by the insurer to OCFA shall be by not less than ten (10) days prior written notice. (A statement that notice will be provided "in accordance with the policy terms" or words to that effect is inadequate to meet the requirements of this Section).

6.4.2.1 Pre-Payment of Policy Premium. If for any reason an insurer declines to issue an endorsement certifying that it will notify OCFA in accordance with section 6.4.2, Firm shall either obtain insurance from another insurer who will provide the required notice endorsement or shall provide evidence satisfactory to OCFA that the entire policy premium for the full term of that policy has been pre-paid such that the risk of non-payment of premiums during the term of the policy has been eliminated.

6.4.3 ACORD Forms Will Not Be Accepted in Lieu of Endorsements. By executing this Agreement, Firm certifies that it has – prior to execution of this Agreement - confirmed that its insurance company will issue each of the endorsements required by this Agreement. Firm also certifies that it understands that "ACORD" Certificate of Liability Insurance forms will not be accepted in lieu of required endorsements.

6.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the OCFA in advance. The decision whether to approve or withhold approval of a deductible or self-insured retention shall be made by the OCFA in the OCFA's sole and absolute discretion.

6.6 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the OCFA, its officials, officers, employees, agents and volunteers, or shall specifically allow Firm or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Firm hereby agrees to waive its own right of subrogation against the OCFA, its officials, officers, employees, agents and volunteers.

6.6.1 Waivers of Subrogation: Subconsultants and Subcontractors. If OCFA approves the use of subconsultants or subcontractors for the performance of any portion of the Project Services, then Firm shall obtain from each subconsultant and subcontractor, and make available to OCFA upon request, written express waivers by each subconsultant and subcontractor of the right of subrogation against the OCFA, its officials, officers, employees, agents and volunteers, and policy endorsements of each of its subconsultants' and subcontractors' insurance policies waiving any rights of subrogation against the OCFA, its officials, officers, employees, agents and volunteers insurer. All such waivers and endorsements shall be obtained prior to commencement of any Project Services by each subconsultant or subcontractor.

6.7 Evidence of Coverage. Concurrently with the execution of the Agreement, Firm shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required to be maintained by Firm by this Section 6. Firm shall promptly furnish, at OCFA's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents OCFA requires to verify coverage.

6.7.1 Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval.

6.7.2 Authorized Signatures. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

6.7.3 Renewal/Replacement Policies. At least fifteen (15) days prior to the expiration of any policy required by this Agreement, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the OCFA. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Firm shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the OCFA evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies meeting all requirements of this Agreement.

6.8 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage,

limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Firm may be held responsible for losses of any type or amount.

6.9 Enforcement of Agreement (Non-Estoppel). Firm acknowledges and agrees that actual or alleged failure on the part of the OCFA to inform Firm of any non-compliance with any of the insurance requirements set forth in this Agreement imposes no additional obligation on the OCFA nor does it waive any rights hereunder.

6.10 Insurance for Subconsultants. If OCFA approves the use of subconsultants or subcontractors for the performance of any portion of the Project Services, then Firm shall be responsible for causing each approved subconsultant and subcontractor to procure and maintain insurance in the same types and amounts required for Firm, and in full compliance with the insurance requirements set forth in this Agreement, except as otherwise authorized in writing by the Contract Manager.

6.10.1 Delivery of Evidence of Subcontractor Insurance. Upon request of OCFA, Firm shall deliver to OCFA all certificates of insurance and endorsements required from subcontractors and subconsultants. (Note: Firm's duty to obtain all required insurance for subcontractors and subconsultants required under this Agreement applies whether or not OCFA requests delivery of evidence of such coverage.)

6.11 Other Insurance Requirements. The following terms and conditions shall apply to the insurance policies required of Firm and its subconsultants and subcontractors, if any, pursuant to this Agreement:

6.11.1 Firm shall provide immediate written notice to OCFA if (1) any of the insurance policies required herein are terminated, cancelled, suspended, or non-renewed (2) the limits of any of the insurance coverages required herein are reduced; (3) any required insurance coverage is reduced below the required minimum limits through claims or otherwise, or (4) the deductible or self-insured retention is increased.

6.11.2 All insurance coverage and limits required under this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the OCFA or its operations shall limit the application of such insurance coverage.

6.11.3 None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the OCFA and approved in writing.

6.11.4 Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay the Project. It is Firm's obligation to ensure timely compliance with all insurance submittal requirements as provided herein and Firm agrees to reimburse OCFA for any losses resulting from its failure, or its subconsultants' or subcontractors' failure, to timely comply with the requirements of this Agreement.

6.11.5 Firm agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Firm, provide the same minimum insurance coverage required of Firm. Firm agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Firm agrees that upon request, all agreements with, and evidence of insurance from, subconsultants and subcontractors and others engaged in performing any Project Services will be submitted to the OCFA for review.

6.11.6 Firm agrees to provide immediate written notice to OCFA of any claim, demand or loss arising out of the Project Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to an amount less than required by this Agreement.

6.12 Indemnification.

To the fullest extent permitted by law, Firm shall defend (at Firm's sole cost and expense with legal counsel reasonably acceptable to OCFA), indemnify and hold the OCFA, its board members, officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Firm, its officers, directors, employees, subconsultants, subcontractors, agents or invitees in connection with performance under this Agreement, or in any manner arising out of, pertaining to, related to, or incident to an alleged breach of this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

Notwithstanding the foregoing, and only to the extent that the Project Services performed by Firm are subject to California Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Firm.

Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Firm's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold

harmless and indemnify the OCFA, its board members officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused by the sole negligence or willful misconduct of that indemnified party.

7. RECORDS AND REPORTS

7.1 Reports.

Firm shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

7.2 Records.

Firm shall keep such books and records as shall be necessary to properly perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Except as provided in Section 7.5, the Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records.

7.3 Ownership of Documents.

Except as provided in Section 7.5, all drawings, specifications, reports, records, documents and other materials prepared by Firm in the performance of this Agreement shall be the property of OCFA and shall be delivered to OCFA upon request of the Contract Officer or upon the termination of this Agreement, and Firm shall have no claim for further employment or additional compensation as a result of the exercise by OCFA of its full rights or ownership of the documents and materials hereunder. Firm may retain copies of such documents for its own use. Firm shall have an unrestricted right to use the concepts embodied therein.

7.4 Release of Documents.

All drawings, specifications, reports, records, documents and other materials prepared by Firm in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

7.5 Confidential Materials.

Notwithstanding anything to the contrary in this Agreement, the Firm shall be the sole owner of Firm's work papers and of any other documents, data or information which are required to be maintained confidential from OCFA by one or more rules of professional conduct governing the Firm's profession(s) (collectively, the "Confidential Materials"). Neither the OCFA nor the Contract Officer shall have access to the

Confidential Materials except as may otherwise be required by order issued by a court of competent jurisdiction.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law.

This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Firm covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Waiver.

No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of OCFA shall be deemed to waive or render unnecessary OCFA's consent to or approval of any subsequent act of Firm. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.3 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.4 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

8.5 Termination Prior to Expiration of Term.

OCFA reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Firm, except that where termination is due to the fault of the Firm and constitutes an immediate danger to health, safety and general welfare, the period of notice shall be such shorter time as may be appropriate. Upon receipt of the notice of termination, Firm shall immediately cease all services

hereunder except such as may be specifically approved by the Contract Officer. Firm shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter.

8.6 Termination for Default of Firm.

If termination is due to the failure of the Firm to fulfill its obligations under this Agreement, OCFA may take over the work and prosecute the same to completion by contract or otherwise, and the Firm shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated, provided that OCFA shall use reasonable efforts to mitigate damages, and OCFA may withhold any payments to the Firm for the purpose of set-off or partial payment of the amounts owed to OCFA.

8.7 Attorneys' Fees.

If either party commences an action against the other party arising out of or in connection with this Agreement or its subject matter, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of suit from the losing party.

9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

9.1 Non-Liability of OCFA Officers and Employees.

No officer or employee of OCFA shall be personally liable to the Firm, or any successor-in-interest, in the event of any default or breach by OCFA or for any amount which may become due to the Firm or its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Covenant Against Discrimination.

Firm covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry. Firm shall take affirmative action to insure that applicants and employees are treated without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

10.1 Confidentiality.

Information obtained by Firm in the performance of this Agreement shall be treated as strictly confidential and shall not be used by Firm for any purpose other than the performance of this Agreement without the written consent of OCFA.

10.2 Notice.

Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

Orange County Fire Authority
Attention: Debbie Casper,
Purchasing Manager
1 Fire Authority Road
Irvine, CA 92602

WITH COPY TO:

David E. Kendig, General Counsel
Woodruff, Spradlin & Smart
555 Anton Blvd. Suite 1200
Costa Mesa, CA 92626

To Firm:

The Counseling Team International
Attention: Nancy Bull-Penrod, PhD
PO Box 10427 Bnl
San Bernardino, CA 92423

10.2 Integrated Agreement.

This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement.

10.3 Amendment.

This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

10.4 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

10.5 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

"OCFA"

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____
Debbie Casper, C.P.M., CPPB,
Purchasing & Materials Mgr.

APPROVED AS TO FORM.

By: 
DAVID E. KENDIG
GENERAL COUNSEL

ATTEST:

Sherry A.F. Wentz
Clerk of the Board

Date: 10/18/17

"FIRM"

**THE COUNSELING TEAM
INTERNATIONAL**

Date: _____

By: 
Julie Casto Koot
CFO/Office Manager

EXHIBIT "A"

TCTI Proposal/Statement of Work

STATEMENT OF WORK

A. BEHAVIORAL HEALTH AND WELLNESS SERVICES

- a. The Counseling Team International (TCTI) shall provide confidential short-term comprehensive counseling services to fire personnel and their eligible family members living in the home. Short-term counseling is determined by the Mental Health Professional (MHP) on a case by case basis. If it is determined that the issues require long-term (i.e. acute or chronic emotional disorders) then the Mental Health Professional can refer accordingly.
- b. TCTI will include a preliminary evaluation, case evaluations and overall well-being. Some problems include, but are not limited to:

- Marriage, family and relationship conflicts

TCTI will provide counseling for those employees/eligible dependents that have concerns or problems with their spouse, child, family member, friend, or significant other.

In a fast-paced society in which so much value is placed on material possessions, it is sometimes difficult for people to maintain loving, caring relationships. Those closest to us receive all the messages we send - both positive and negative. Making sure we are effectively communicating can be of vital importance. If someone has a concern or problem with a spouse, child, family member, friend, or significant other, TCTI's Behavioral Health and Wellness Services may be the place to begin sorting out and clearing up these problems.

- Alcohol and/or Substance Abuse

TCTI will provide counseling, which can reduce the high social and financial costs of health problems, absenteeism and poor work performance associated with alcohol abuse. Problem drinking is becoming a more apparent and talked about problem. One out of every ten people who drinks is an alcoholic. TCTI has two (2) mental health professionals that are certified as Substance Abuse Professionals (SAP).

- a. If a referral is indicated, TCTI shall determine which referral sources will be most appropriate to meet the needs of the employee and shall assist the employee by providing at least two referral choices, when available. TCTI has a public safety AA group that meets once a week at our Headquarters office. TCTI also has the referrals for public safety AA group locations throughout California.
- b. TCTI shall assist the employee in accessing a referral source and shall provide follow-up within thirty days to determine whether services have been received and if the referral was appropriate and useful.

■ Supervisor Referrals

TCTI will ensure that the supervisor or person referring the employee be kept apprised of the following (with the appropriate release of information form signed by the employee):

- ⌚ Whether the employee made and/or kept the EAP appointment
- ⌚ Whether the employee accepted or rejected the EAP's recommendation
- ⌚ The employee's progress and status

■ Stress Management

TCTI's mental health professionals can often help treat any difficulties experienced as a result of coping with high levels of stress. Cognitive behavioral therapy is often an effective form of therapy for stress, as the technique can help change negative thought patterns that develop as a result of stress, helping the employee in treatment find new ways of thinking about stressful events that may not have such negative effect.

■ Anger Management

TCTI's anger management therapy aims to reduce the feelings anger creates by allowing individuals to explore possible causes, triggers and confront any underlying issues. Available in the form of group or one-on-one sessions, anger management therapy works to address specific types of anger issues, for example, relationships, work-related or adolescent anger, using methods such as cognitive behavioral therapy or mindfulness.

■ Retirement Issues

It is no secret that retirement can be stressful for those in fire service. Even for those who have planned carefully, the prospect can be intimidating. Retirement worries can easily be distracting and make them less productive at work. A lack of planning might also compel someone to remain on the job longer than they would like – or perhaps should. That's why TCTI's retirement counseling services can be so valuable. Financial counseling focuses on basic savings and spending plans, benefit contribution schedules, payout projections. Non-financial counseling addresses a range of psychological and practical issues surrounding retirement, such as coping with the loss of identity, pursuing "bridge" jobs, exploring volunteer possibilities, and discussing housing issues. For aging employees who resist retiring, behavioral health and wellness services can help workers cope with unique workplace challenges to keep them productive and happy in their jobs.

Additional list of issues:

- Anxiety/Panic Attacks
- Addictive Behaviors
- Bereavement,
- Career Concerns
- Child and Elder Care
- Co-workers
- Critical Incidents
- Depression
- PTSD/PTS/PTI
- Disability
- Disciplinary
- Domestic Violence
- Medical Problems
- Parents
- Suicidal Ideations
- Supervisor or subordinate
- Work issues

- c. If a referral is found necessary, TCTI shall determine which referral sources will be most appropriate to meet the needs of the firefighter and shall assist the firefighter in accessing their behavioral health care services. These outpatient problems include, but not limited to:
- High risk addictive behaviors
 - Chemical dependency
 - Severe Mental Disorders
 - Suicidal

TCTI will provide follow-up within thirty days to determine whether services have been received and if the referral was appropriate and useful.

- d. TCTI's mental health professionals are trained in Eye Movement Desensitization and Reprocessing (EMDR).

The purpose of EMDR is to enable a cognitive restructuring approach to reduce stress in people with Post Traumatic Stress Disorder (PTSD). EMDR treatment along with a full treatment plan has had very positive results.

Dream interpretation has been a part of Psychotherapy since the beginning of psychology. EMDR is a new technique similar to what happens naturally when you are in REM sleep. When a person sleeps they process information. Dr. Francine Shapiro found that this same process could be simulated while the person is awake. According to an article written by Judith Boore published in The California Therapist

in June of 1993, "EMDR seems to allow the brain to complete the processing that was left unfinished after the traumatic event."

- e. To schedule an appointment call TCTI at 800-222-9691 between the hours of 7:30am and 4:30pm Monday through Friday. TCTI's staff is available to provide comprehensive counseling services in a convenient and timely manner. TCTI staff will take a small intake over the phone to match the fire personnel or eligible family member with the mental health professional. TCTI will offer an appointment within five (5) days from their call. They will then come to the office at the prescribed time where a counseling session will take place.
- f. TCTI will provide training for the chief, executive management and captains, related to the program. TCTI will also meet with union representative to explain TCTI's services. They will receive a short training session on how the program works, and how he or she can relate to the program and support it. It is important for all of the above to work together as part of a team. Training them together supports teamwork.
- g. TCTI will provide initial orientation training to all fire personnel related to the program. We believe that this is a very important aspect, which gives the employee an opportunity to find out who we are and learn about our program.
- h. TCTI will maintain the confidentiality of all fire personnel and their eligible family members living in the home referred for counseling. The cornerstone of every successful Behavioral Health and Wellness Program is the pledge of confidentiality; without it, there is no credibility. Employees will not reveal their personal problems if there are no clear legal guidelines about confidentiality. Confidentiality means that all personal information parted will be respected and safeguarded. It may be used only in a responsible manner for the purpose of helping in rehabilitating the person. TCTI is HIPPA compliant and secure our records in accordance with our professional code of ethics, Federal Regulations and state laws. We have a top of the line alarm system installed, which protects our records. TCTI also has a "Secure File Transfer Protocol" as part of our security for our network. This prevents any outside intently from being able to access confidential information. TCTI will not reveal the names or identities of the fire personnel or eligible family members who come to the program voluntarily.
- i. TCTI designed a website with the user in mind. We currently offer over 75 Articles, Handouts and Surveys or Tests to utilize on various topics as well as Links to help fire service personnel. TCTI also has a partnership with Firestrong supporters and partners with Firestrong.org website.
- j. TCTI will provide unlimited referral services. Child care (adoption, child safety and day care), Elder care (in-home care givers, support groups, meal services, transportation services and any other issue regarding elderly care), Pet care, Chemical dependency, etc.

B. TRAINING

TCTI is able to provide a wide variety of training classes. This educational approach can service as a proactive measure, as well as a follow-up tool for the department. Classes can be tailored to fit your specific needs and can range from 2 to 8 hours. Training programs can provide the OCFA information and skills that will maximize their ability to function as a team and to continue to develop productive careers.

Alcohol & Drug Awareness in the Workplace (Substance Abuse)

This class in substance abuse is designed to help firefighters recognize and understand the signs and symptoms of addictive behavior. In addition, they will learn about how the family system participates in keeping the addiction alive and ways to establish interventions. Through identifying and understanding the behavioral cues of substance abuse, they will become better equipped to help someone suffering from an addiction.

Anger Management

This class is geared towards firefighters in order to identify the anger response and to learn techniques for managing anger, either at home or on the job. They will understand the phases of anger and will learn effective ways of redirecting anger for the well-being of their personal health, their relationships with family and friends, and improve their overall job performance.

Assisting Children in the Aftermath of a Tragedy

Any tragic situation, whether it is witnessing violence at home or school, or losing a loved one, or experiencing a natural disaster can be incredibly impactful on the life of a child. This class is designed to assist firefighters with understanding how children react to tragic experiences based on their age level, and the kind of trauma these experiences leave behind. Firefighters will be provided with information, tools and resources on how to assist a child going through a tragic experience and will learn how to help that child cope and manage with the situation.

Burnout/Compassion Fatigue

This class is designed to raise the awareness of burnout and compassion fatigue for those who work as a firefighter, and will provide firefighters with ways to avoid and/or effectively cope with burnout and compassion fatigue. They will learn about the personality types that are vulnerable to these two syndromes and will be equipped with the knowledge of their symptoms and associated behavior patterns.

Coping with Divorce

A divorce can be one of the most painful life experiences anyone can go through. This class is designed to help firefighters understand the primary reasons for divorce, the feelings and emotions experienced by both partners, the effects it can have on children and how to pick up the pieces and move on with life.

Coping with Grief

This class helps promote understanding of the grief and bereavement process, as well as explain techniques for managing the symptoms an individual may experience. Firefighters

will learn and understand the different phases of grief and bereavement, and will be provided with ways to survive, or help others survive, this type of response.

Coping with Reactions to Critical Incidents

This class defines critical incidents and cites several possible incidents that can be categorized as "critical". The effects of critical incidents will be explained, such as perceptual distortion, shock and disruption, emotional numbing, hostility and anger, fear, depression, etc. All of these have the potential to cause negative outcomes and can lead to burnout and compassion fatigue. Coping skills will be given to help firefighters balance their effects and learn to move on in a healthy way after experiencing a critical incident.

Dealing with Depression

This class helps participants recognize the signs and symptoms associated with depressed behavior. They will explore the different symptoms of depression between men and women and learn techniques for assessing depression symptomology. In addition, participants will learn about the different coping strategies and treatments available for depression.

Eye Movement Desensitization and Reprocessing (EMDR)

This class will discuss the specifics surrounding EMDR therapy and how it has been used to help reduce stress in firefighters with Post Traumatic Stress Disorder (PTSD). The success of EMDR treatments appear to be due to the fact that the directed eye movements diffuse and weaken negative imagery, which strengthens the client's positive imagery and beliefs. The class will provide firefighters with a better awareness of the EMDR technique and will give Peer Supporters another tool as an option when they refer peers for outside/additional help.

Healing After the Affair

This class is designed to assist firefighters with the ability to understand what an affair is, how common they are, some typical feelings to recognize in the faithful and unfaithful partner, and what couples should do to in order to rebuild and handle the situation together.

How to Handle Holiday Stress

With any approaching holiday season there are various ways stress can become harmful. This class will give specific tips on how to identify stressors related to holidays, and will help firefighters understand the possible effects stress can have on their psychological and physiological well-being. Firefighters will also learn about the stages of stress and some of the external factors that may trigger the stress response, and will be provided with tools designed to assist with handling stressful situations effectively.

Hypertensive Sleep Issues

This class will inform firefighters about the importance of sleep for good physical and mental health. This class will also help them understand the positive effects sleep has on the body and the negative effects caused by sleep deficiency, and will provide tips and suggestions on improving sleep quality and getting the appropriate amount of sleep needed to function properly on the job and in their personal lives.

In the Line-of-Duty Death

This course is designed to provide practical direction to firefighters operating in a managerial/ supervisory role during a line of duty death. Roles and responsibilities are explained as they relate to planning, operations, logistics and financial aspects of the incident. This course also discusses grief and its impact on the department involved, as well as the potential for secondary psychological trauma.

Posttraumatic Stress Disorder (PTSD)

PTSD is severe anxiety that can develop after exposure to one or more events that cause psychological trauma. It is an extreme but natural reaction to a traumatic event or series of traumatic events, and something that can become a serious condition for firefighters. This class will describe PTSD, the symptoms of a suffering individual, and treatment options like EMDR therapy that can help those suffering with the condition cope effectively with it.

Posttraumatic Growth

Posttraumatic growth is both a process and an outcome that is developed out of the cognitive process used to cope with traumatic events. This class was developed to help firefighters understand posttraumatic growth, and will provide the tools necessary to ensure success in the healing process after experiencing trauma.

Resiliency

This class will help participants understand the importance of resiliency in their lives, both personal and professional. This class will help participants understand the different types and methods of resilient behavior and will inform them of the components of having a resilient personality in order to face life's challenges with a strong and positive sense of well-being.

Social Media: The Impact on Relationships and Families

This class explains the impact social media has on interpersonal communication and the relationships we share with our significant others, our children and our families. It has changed the way we communicate with each other and has affected our lives and the lives of those around us, causing a rift in how we normally communicate. This class will help firefighters understand the benefits and the risks associated with social media use, and will provide tips on how to limit the negative effects of social media while still keeping pace with the newest trends in technology.

Stress Management for Firefighters

This class is designed to help firefighters understand the effects stress can have on their psychological and physiological well-being. They will learn about the stages of stress and some of the external factors that can trigger stress responses. Overall, firefighters will learn about the symptoms associated with stress and ways to effectively cope with stressful situations.

Suicide Prevention & Intervention

This class is designed to raise awareness and provide practical intervention techniques. In addition to understanding the myths and reasons behind suicide, it's also imperative to assess the lethality of the suicidal person. This program will give firefighters assessment questions based off the "QPR model" to ask the suicidal person in order to help them de-escalate. This

class will also assist firefighters and those who are on the Peer Support team become better equipped and prepared to help in such a critical moment in one's life!

Experts agree that 80%-90% of those individuals completing suicide often communicate their suicidal intent to someone. To the untrained, these usually subtle communications are often ignored, which is why a successful intervention, applied by those trained in suicide prevention and intervention skills, has been proven to save lives. Peers, supervisors, and administrators are in ideal positions to monitor the psychological wellness of their firefighters, and the training and awareness techniques provided in this class will help provide the confidence necessary to recognize the suicidal danger signs in order to ask the right questions at the right time. In simple terms, Ask a question, save a life!

The Benefits of Mindfulness

This class will help firefighters understand the benefits of mindful thinking and how it is used to improve physical and mental health. They will also learn about self-focus in order to increase positive self-thinking and develop a heightened self-awareness, and understand how mindful behavior can assist with decreasing symptoms of stress, anxiety and depression.

The Dynamics of Fear

This class deconstructs the reaction of fear from its usefulness to its descent into a feeling of vulnerability and lack of control. From the initial incitement, to the moment of resolve, to the response, a myriad of feelings, emotions and external factors play out instantaneously. Participants are given mental rehearsal techniques to help stay in control in an out-of-control situation.

Wellness in the Workplace & at Leisure

This course is designed to promote employee wellness by providing firefighters with an understanding of the types of stressors that occur in their professional and personal lives. They will be able to apply the skills they learn concerning diet, exercise and healthy habits, including the benefits of obtaining good sleep, to their daily lives in the effort to promote their overall wellness.

C. BASIC PEER SUPPORT TRAINING (3-DAYS)

International Critical Incident Stress Management (ICISF) Certified and Continuing Education for Fire Personnel EMSA/ICEMA

- a. The Basic Peer Support training brings firefighters together that have been selected as peer supporters by their departments or agencies on a volunteer basis from all ranks and positions within the fire service. Throughout this class participants will acquire supportive skills, which are designed to help them assist their co-workers who are experiencing a variety of life crisis situations, who feel comfortable talking to someone that has "been there" and understands what it's like to work "their jobs".

Peer support provides a way for employees and their family members to confidentially talk about personal/professional problems with specially trained co-workers who understand and want to help. Their primary function is to LISTEN,

ASSESS and whenever necessary, REFER to the “helping triad” consisting of peer support, chaplains, and mental health professionals.

Class Topics

- Developing a Peer Support Program
- Self-Disclosure
- Active Listening/Paraphrasing
- Crisis Intervention Techniques
- Dealing with Depression and Suicide Situations
- Grief and Mourning
- Line-of-Duty-Deaths
- Critical Incident Stress Management
- Eye Movement Desensitization and Reprocessing (EMDR)
- Diversity in Public Safety (LGBTQIA)
- Substance Abuse
- Role Play

- b. TCTI will provide peer support program consultations for the department. TCTI strongly encourages departments to use a steering committee in the formation of the departments program to provide organizational guidance and structure. TCTI provides licensed mental health professionals for peer support consultations, who are knowledgeable in the culture of fire personnel.

D. ADVANCED PEER SUPPORT (2-DAYS)

International Critical Incident Stress Management (ICISF) Certified and Continuing Education for Fire Personnel EMSA/ICEMA

The Advanced Peer Support training is designed to enhance skills learned in the Basic Peer Support course, strengthen current skills of Peer Supporters, introduce new topics and learn ways to help keep the Peer Support team healthy and strong. An overview of the signs, symptoms and treatment recommendations for Posttraumatic Stress Disorder (PTSD) will be covered, and a treatment option known as Eye Movement Desensitization and Reprocessing (EMDR) will be identified and explored. Fire personnel will also learn about Suicide Prevention and Intervention and will obtain a 4-hour Gatekeeping QPR certificate, as well as ways to be prepared on handling difficult debriefing situations.

Class Topics

- Understanding PTSD
- Learn the differences between Posttraumatic Stress and PTSD
- Review Eye Movement Desensitization and Reprocessing (EMDR)
- Develop skills for dealing with suicidal peers
- Develop skills for handling difficult debriefings
- Reinforce basic Peer Support skills
- Discover ways to keep your Peer Support team healthy

E. BASIC CRITICAL INCIDENT STRESS MANAGEMENT (CISM) (2-DAYS)
International Critical Incident Stress Management (ICISF) Certified and Continuing Education for Fire Personnel EMSA/ICEMA

The Basic CISM training program is designed to present the core elements of a comprehensive, systematic and multi-component crisis intervention curriculum. The 2-day course prepares participants to understand a wide range of crisis intervention services including pre and post incident crisis education, significant other support services, psychological first aid (on-scene support services), crisis intervention for individuals, Rest Information Transition Services (RITS) after large-scale traumatic incidents, small group defusings and the group intervention known as Critical Incident Stress Debriefing (CISD). The Basic CISM course specifically prepares participants to provide several of these interventions, specifically RITS, defusings and the CISD. The need for appropriate follow-up services and referrals when necessary is also described. Considerable evidence gathered to date strongly supports the multi-component crisis intervention strategy, which is discussed in this course.

Basic CISM training is open to any person who wishes to know more about crisis intervention techniques such as the CISD. Fire service personnel will benefit from the Basic CISM training and use it as a tool throughout their fire service career. In the world of CISM the "Standard of Care" is to have those in the fire service ICISF trained and certified.

Class Topics

- Types of Critical Incidents
- Critical Incident Stress
- Stress Preventatives
- Demobilizations
- Defusings
- 7 Phases of Debriefings

F. 24/7/365 STAND BY STAUS (SBS) CRITICAL INCIDENT STRESS MANAGEMENT

TCTI will provides (3) mental health professionals to be available for call-out services every day of the week for immediate response 24/7/365 Stand-by-Status (SBS) at any time. TCTI's mental health professionals are certified through the International Critical Incident Stress Foundation (ICISF) and in Eye Movement Desensitization and Reprocessing (EMDR).

A critical incident is any event or experience, usually unexpected which has the power to overwhelm the defenses of an individual. TCTI can instruct supervisors how to understand the origins of stress in the fire service, how it is manifested and can learn what steps could be taken to manage the effects of critical incident stress.

What is a Critical Incident Stress Defusing/Debriefing?

A defusing or debriefing is a confidential, non-evaluative discussion of the incident with a Mental Health Professional who understands the dynamic thoughts and reactions involved with traumatic events. Participants learn to understand their reactions and to strengthen their coping mechanisms.

We work with the fire service to stop reactions before they start and to confine them before they spread to other employees.

A Critical Incident Stress debriefing can lessen the emotional impact on personnel exposed to the critical incident. It can accelerate recovery from the event before harmful stress reactions damage work performance, health, work and family relations.

It can reduce sick leave, tardiness and Worker's Compensation claims.

Examples of possible critical incidents are:

- Serious injury, death, or suicide of a fellow co-worker
- Shootings (including both shooting or being shot at, whether anyone was hit or not)
- Any other serious threat to the life of you or your co-worker
- Any incident in which circumstances are unusual
- Any incident in which sights and sounds are distressing
- Any catastrophic event/major disasters
- Rescuing a victim, where pain and suffering is obvious
- Mass casualty event
- Knowing the victim
- Death, injury, or abuse of a child
- Contact with communicative diseases, e.g. AIDS/Hepatitis B
- Major traffic accident
- Death of a close family member
- Sudden Infant Death Syndrome
- Toxic chemical fire/explosion
- Extreme attempts where lives are lost
- Hostage or barricaded situation
- Physical or Sexual Assault
- Victim of a violent crime
- Robbery
- Incidents that attract extremely unusual or possible derogatory news media coverage
- Witness to a Violent Crime
- Food Tampering
- Gruesome Homicide
- Animal Cruelty
- Natural Disasters
- Emergency Room Assaults

Protocol for Responding to a CISM Call:

1. Name of person requesting call out
2. Incident location and how many involved
3. Location for Critical Incident Stress Management (CISM) services
4. Specific directions
5. Estimated time the department will be ready for CISM services
6. Nature of the incident and brief details
7. Always ask if Dispatchers will be involved.
8. If the department wants a *Chaplain* to be notified by TCTI
9. If the department wants *Peer Support* to be notified by TCTI

Protocol for The Counseling Team International Responding Mental Health Professional:

1. Give approximate estimated time of arrival
2. Carry pocket Kleenex
3. Upon arrival, locate the point of contact and introduce yourself
4. Depending on the situation (severity), spend as much time with point of contact to establish comfortable rapport
5. Have point of contact designate a "room" for the debriefing, with as much privacy as is practical
6. While waiting to start the debriefing, make yourself available. Make telephone calls, talk to management, and get briefed by those in charge. Include in gathering information regarding individuals involved; i.e.,
 - i. Other critical incidents
 - ii. Work or personal difficulties
 - iii. Level of involvement
7. Re-contact the point of contact to advise them of the completion of the debriefing.
8. Call or speak to Fire Chief or Battalion Chief to give recommendations, and for consultation.

G. COST

Upon signing this contract between the Orange County Fire Authority and The Counseling Team International (TCTI), TCTI shall provide the following services:

- a. Comprehensive Counseling Services - for approximately 1,100 employees and their eligible family members living within the home.
- b. Supervisor Referrals – provide consultations with supervisors regarding problem employees and/or any aspect of the Behavioral Health and Wellness Services.
- c. Follow-up Sessions - for employees involved in Critical Incidents.
- d. TCTI will conduct an initial orientation for all levels, including management concerning services provided by the Behavioral Health and Wellness Services for no charge. TCTI will provide all literature for management, employees and their eligible dependents, i.e., brochures, flyers, supervisor handbooks, business cards, etc...

- e. TCTI will attend one health fair a year at no charge.
- f. Consultation services. This service is included in the professional counseling portion of this contract.

All services above will not exceed the annual amount of \$92,400.00. The billing will be based on a "fee for service" rate at the billable rate of \$95.00 per hour, not to exceed \$7,700.00 per month.

Additional Services not included in the amount above:

- a. Critical Incident Intervention - provide 24-hour on-call Critical Incident Debriefing services at the reduced rate of **\$200.00 per hour.**
- b. Training – provide a wide variety of training classes at the reduced rate of **\$150.00 per hour.**
- c. 3-Day Basic Peer Support: **\$299.00 per student**
(ICISF Certified and ICEMA/EMSA)
24 participant minimum if hosting a training. The training can be opened to outside agencies
- d. 2-Day Advance Peer Support: **\$199.00 per student**
(ICISF Certified and ICEMA/EMSA)
24 participant minimum if hosting a training. The training can be opened to outside agencies
- e. 2-Day Basic Critical Incident Stress Management (CISM) **\$199.00 per student**
(ICISF Certified and ICEMA/EMSA)
24 participant minimum if hosting a training. The training can be opened to outside agencies
- f. Peer Support Consultation: **\$75.00 per hour**
- g. Peer Support Meetings (Quarterly) **\$110.00 per hour**
- h. Peer Support Candidate Interviews: **\$110.00 per hour**

TCTI Office Locations

Counseling Services can be provided at one of the following offices:

135 So. State College Blvd., Suite 200, Brea, CA

7220 Avenida Encinas, Suite #125, Carlsbad, CA 92011

428 W. Harrison, #101A, Claremont, CA 91711

4160 Temescal Canyon Rd., Suite 309, Corona, CA 92883

3151 Airway Avenue, Ste D-2, Costa Mesa, CA 92626

4199 Campus Dr., #550, Irvine, CA 92612

39755 Murrieta Hot Springs Rd, Suite D160, Murrieta, CA 92563

25050 Peachland Ave., Suite 250, Newhall CA 91321

HMS Plaza West, 74-075 El Paseo, Bldg. A, Suite A-9, Palm Desert, CA 92270

193 S. Civic Dr., Ste. 6, Palm Springs, CA 92262

7365 Carnelian St., Suite 202, Rancho Cucamonga, CA 91730

30021 Tomas, Ste. 300, Rancho Santa Margarita, CA 92688

1881 Business Center Dr. Suites 11 & 12, San Bernardino, CA 92408

444 Camino Del Rio South, Suite 215, San Diego, CA 92108

150 N. Walnut Ave., Suite E, San Dimas, CA 91773

Creekside Plaza Office Building, 5290 Overpass Rd/. #107, Santa Barbara, CA 93111

539 San Ysidro Rd., Santa Barbara. CA 93108

818 N. Mountain Ave., Suite 219, Upland, CA 91786

701 E. Santa Clara St., Suite 43, Ventura, CA 93001

15415 Anacapa Road, #7 Victorville, CA 92392

Mental Health Professional Staff that will be performing one or more services under the Behavior Health and Wellness Program:

ATALLA, Tiffany
BOHL, Nancy
BURRELL, Alejandrina
CHAPMAN, Audree
CLACK, Andy
DE LEON, Sara
DEVOR, Kendra
DONCKELS, Jim
HAAS, Kristin
HILL, Shonna
KAHLE, Deana
KLOOS, Barbara
KLYVER, Nels
KUKLINSKY, Carla
LEE, Cherylynn
MARVIN, Mark W.
MCAFEE, Wayne
MCCOY, Tammy
McLAIN, Stacy
MILLS, Jonathan
NEGRONI, Alana
OHS, Mynda
OOSTYEN, Jeff
OPPEDISANO, Albert
RAMQUIST, Elizabeth
RATHBUN, Julie
REYNOSO, Gina
RILEY, Deandra
ROBINSON, Angelika
RODRIGUEZ, Vanessa
RONAN, Angela
SHERMAN, Ed
SILVERIA, Debbie
STEIGER, Amanda
STEPANIAN, Nicholle
STROUD, Phyllis
STURM, Wisconsin
UTHOFF, Michael
WALLIS, Christa
WEEKS, Jennifer

WELLBROCK, Kathleen

WILKINSON, Sarah

The Counseling Team International Full Service Counseling Public Agency Clients

The Counseling Team International employs a professional support staff to assist the Director and a team of dedicated mental health professionals and associates throughout the nation. They are licensed mental health professionals from many disciplines who have responded to major disasters and critical incidents such as:

- 2015 - Terrorist Attack at the Inland Regional Medical Center in San Bernardino, California
 - 2014 - BLM Turf War with Rancher in Las Vegas, Nevada
 - 2014 - US Forest Service Helicopter Crash in Yosemite, California
 - 2013 - Santa Monica College Shooting in Santa Monica, California
 - 2013 - TSA Shooting in LAX Airport in Los Angeles, California
 - 2012 - Deaths of Detective MacKay and Officer Crain in Big Bear, California
 - 2011 - Edison Workplace Violence Shooting in Irwindale, California
 - 2010 - Beauty Salon Shooting in Seal Beach, California
 - 2010 - Catastrophic Earthquake in Haiti
 - 2008 - Avalanche in Wrightwood, California
 - 2007 - Firestorms of Southern California
 - 2006 - Deaths of Five Riverside US Forest Service Personnel during the Esperanza Fire in California
 - 2006 - Ski Patrol Deaths at Mammoth Ski Lake, California
 - 2005- School Shooting at Red Lake High School in Red Lake, Minnesota
 - 2005 - Hurricane Katrina in Louisiana
 - 2003 - Firestorms of Southern California
 - 2002 - Typhoon in Guam
 - 2001 - School Shooting at Santana High School in Santee, California
 - 2001 - School Shooting at Granite Hills High School in El Cajon, California
 - 2001 - Terrorist Attack on the World Trade Center in New York, New York
 - 2001 - Terrorist Attack on The Pentagon in Arlington County, Virginia
 - 1999 - Tornado in Oklahoma City, Oklahoma
 - 1999 - School Shooting at Columbine High School in Littleton, Colorado
 - 1999 - Alaska Airlines Air Disaster in Los Angeles, California
 - 1998 - School Shooting at Springfield High School in Eugene, Oregon
 - 1996 - TWA Flight 800 Airline Accident in route to New York
 - 1995 - Bombing in Oklahoma City, Oklahoma
 - 1995 - Unabomber case in Sacramento, California
 - 1993 - ATF Incident in Waco, Texas
 - 1992 - Hurricane Andrew in Florida
 - 1992 - The Los Angeles Riots in California
-

The Counseling Team International (TCTI)

Full Service Counseling Public Agency Clients

Department/Agency	Department/Agency
Anaheim Fire Department	Riverside Fire Department
Anaheim Police Department	Riverside Police Department
Association of Orange Co. Deputy Sheriffs	Riverside Sheriff's Association
Alhambra Police Department	Riverside County Sheriff's Department
Alhambra Fire Department	Seal Beach Police Department
Apple Valley Fire Department	San Bernardino County Fire Department
Banning Police Department	San Bernardino Police Department
Barstow Fire Department	San Bernardino Co. Probation
Barstow Police Department	San Bernardino Sheriff's Department
Bell Gardens Police Department	San Bernardino Unified School Police Department
Big Bear Lake Fire Protection District	San Diego District Attorney's Office
Beaumont Police Department	San Diego Co. Probation
Bureau of Indian Affairs	San Diego Sheriff's Department
Bureau of Land Management	Santa Ana Police Department
Cal Fire	Santa Barbara Police Foundation
California Highway Patrol	Santa Barbara Police Department
Colton Fire Department	Santa Barbara Probation Department
Colton Police Department	Santa Barbara Fire Department
Cathedral City Fire Department	Santa Barbara Sheriff's Department
Cathedral City Police Department	Santa Fe Springs Fire Department
Chino Police Department	San Manuel Band of Indians Fire Department
Confire	San Manuel Band of Indians Police Department
Corona Fire Department	Torrance Fire Department
Corona PD (Sworn Only)	U.S. Department of Agriculture
Covina Police Department	U.S. Forest Service
Chino Valley Fire Department	Ventura Probation Department
Cypress Police Department	West Cities Communication
El Cajon Police Department	West Covina Police Department
Fontana Fire Department	Whittier Police Department
Fontana Police Department	
Fontana Unified School District Police Department	
Fullerton Police Department	
Glendale Fire Department	
Garden Grove Police Department	
Glendale Fire Department	
Glendora Police Department	
Hemet Fire Department	
Hemet Police Department	
Imperial Beach Fire Department	
Irvine Police Department	
La Mesa Fire Department	
La Mesa Police Department	
Laverne Fire Department	
Laverne Police Department	
Montclair Fire Department	
Montclair Police Department	
Murrieta Fire Department	
Murrieta Police Department	
Newport Beach Fire Department	
Newport Beach Police Department	
North Co. Fire Department	
National City Police Department	
Norco Fire Department	
Ontario Fire Department	
Ontario Police Department	
Palm Springs Fire Department	
Palm Springs Police Department	
Rialto Fire Department	
Rialto Police Department	
Rancho Cucamonga Fire District	
Redlands Fire Department	
Redlands Police Department	



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
October 26, 2017

Agenda Item No. 5B
Discussion Calendar

**2017 Long Term Liability Study
& Accelerated Pension Paydown Plan**

Contact(s) for Further Information

Lori Zeller, Assistant Chief
Business Services Department

lorizeller@ocfa.org

714.573.6020

Tricia Jakubiak, Treasurer
Treasury & Financial Planning

triciajakubiak@ocfa.org

714.573.6301

Summary

This annual agenda item is submitted to provide information on the Orange County Fire Authority's (OCFA) total long term liabilities and strategies for mitigating and/or funding the liabilities.

Prior Board/Committee Action

Budget and Finance Committee Recommendation: *APPROVE*

At its regular October 11, 2017, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

RECOMMENDED ACTION(S)

To continue the OCFA's long term liabilities and strategies for mitigating and/or funding the liabilities, it is recommended that the Board:

1. Direct staff to continue the Accelerated Pension Paydown Plan as indicated in the Updated Snowball Strategy.
2. Direct staff to return to the Board of Directors in January, with the mid-year financial review, to consider allocation of available unencumbered funds identified in the FY 2016/17 financial audit to OCFA's unfunded pension liability.

Impact to Cities/County

Strategic planning to reduce liabilities where possible, and provide early funding for those liabilities which cannot be reduced, will assist OCFA in sustaining frontline emergency services for our member agencies and the citizens we serve.

Fiscal Impact

During the past four years, the OCFA Board of Directors' support of the Accelerated Pension Paydown Plan has enabled OCFA to make accelerated payments totaling \$55.7 million, resulting in interest savings of \$11.5 million on behalf of the Orange County citizens and taxpayers whom fund our services.

Background

In order to determine an agency's financial stability, one must look at all of its long-term obligations or liabilities, not just pensions. The Liability Study (Attachment 1) examines all of OCFA's long-term liabilities, with primary focus on pension liability.

Accelerated Pension Paydown Plan

In 2017, to evaluate progress associated with the accelerated funding of OCFA's pension liability (Unfunded Actuarially Accrued Liability, or UAAL), OCFA requested OCERS' actuary, Segal Consulting, to estimate the impact on OCFA's UAAL amortization period based on an updated accelerated funding plan, which included the following five strategies:

1. Contributing an additional \$9,814,477 from FY 2016/17 unencumbered fund balance with an additional \$3 million each year thereafter
2. Continuing to contribute additional funds each year using projected savings that will be realized under the Public Employees' Pension Reform Act (PEPRA) with \$1,886,420 in FY 2017/18 and continuing in different amounts until OCFA's funding goal is achieved
3. Continuing to contribute an additional \$3 million in 2017/18 and increasing by \$2 million each year until it reaches \$15 million and continuing at \$15 million thereafter
4. Continuing to contribute \$1 million per year from surplus fund balance available in the Workers' Compensation Self Insurance Fund in FY 2017/18 and for three more years thereafter
5. Contributing \$7,633,021 in FY 2017/18 from General Fund surplus and continuing in different amounts until OCFA's funding goal is achieved

At the request of the Board of Directors, Segal Consulting was also asked to determine the following:

- How much OCFA saved in interest annually since 2013 by making additional payments towards its UAAL?
- When would OCFA achieve 85% funding and 100% funding, if it continued to make additional UAAL payments under its Snowball Plan?

The actuary reported back that OCFA has saved \$11.5 million in interest by making additional payments towards its UAAL and will achieve 85% funding by December 31, 2020, and 100% funding by December 31, 2027, assuming all other actuarial inputs are held constant.

The OCFA has already taken steps to reduce some of its long-term liabilities and accelerate funding of other liabilities. Staff is committed to continue seeking additional ways to mitigate liability impacts, fund the accrued liabilities, and ensure the long-term viability of the organization.

Attachment(s)

1. 2017 Long Term Liability Study
2. Updated Snowball Strategy

ORANGE COUNTY FIRE AUTHORITY



2017 LIABILITY STUDY

OCFA'S LONG TERM LIABILITIES

OCTOBER 2017

OCFA'S LONG TERM LIABILITY STUDY

I. OBJECTIVE

One of the key components of fiscal responsibility is prudent management of long-term liabilities. The objective of this annual study is to provide an accurate assessment of the OCFA's *total* long-term obligations and continuously identify strategies to reduce and/or fund the liabilities.

II. BACKGROUND

OCFA's long term liabilities include:

1. Defined Benefit Pension Plan
2. Defined Benefit Retiree Medical Plan
3. Lease Purchase Agreements (helicopters)
4. Workers Compensation Claims
5. Accrued Compensated Absences (accumulated sick and vacation payouts)

OCFA's biggest long-term challenges are pensions, retiree medical for retired employees, and workers' compensation claims. Both the Defined Benefit Pension Plan and the Defined Benefit Retiree Medical Plan currently have unfunded liability balances, as further described below.

DEFINED BENEFIT PENSION PLAN

In a *defined benefit plan*, employees receive *specific benefits* upon retirement, based on a pre-established formula. For example, a pension plan may provide retirees an annual retirement income which is determined in accordance with an agreed-upon formula, such as a predetermined percentage of annual earnings multiplied by the number of years of service.

The OCFA participates in the Orange County Employees' Retirement System (OCERS), a cost sharing multiple-employer, defined benefit pension plan. All OCFA regular, full-time and part-time employees become members of OCERS upon employment, and the OCFA makes periodic contributions to OCERS as part of the funding process. The contributions submitted to OCERS are divided into employer and employee contributions. The combination of these contributions and investment income from OCERS' investments are structured to fund the employees' retirement benefits by the time the employees retire.

The OCFA's employees are distributed into two employee categories for purposes of retirement benefits, identified as Safety members and General members. Both the Safety and General categories include three tiers of retirement benefit formulas each, depending on date of hire:

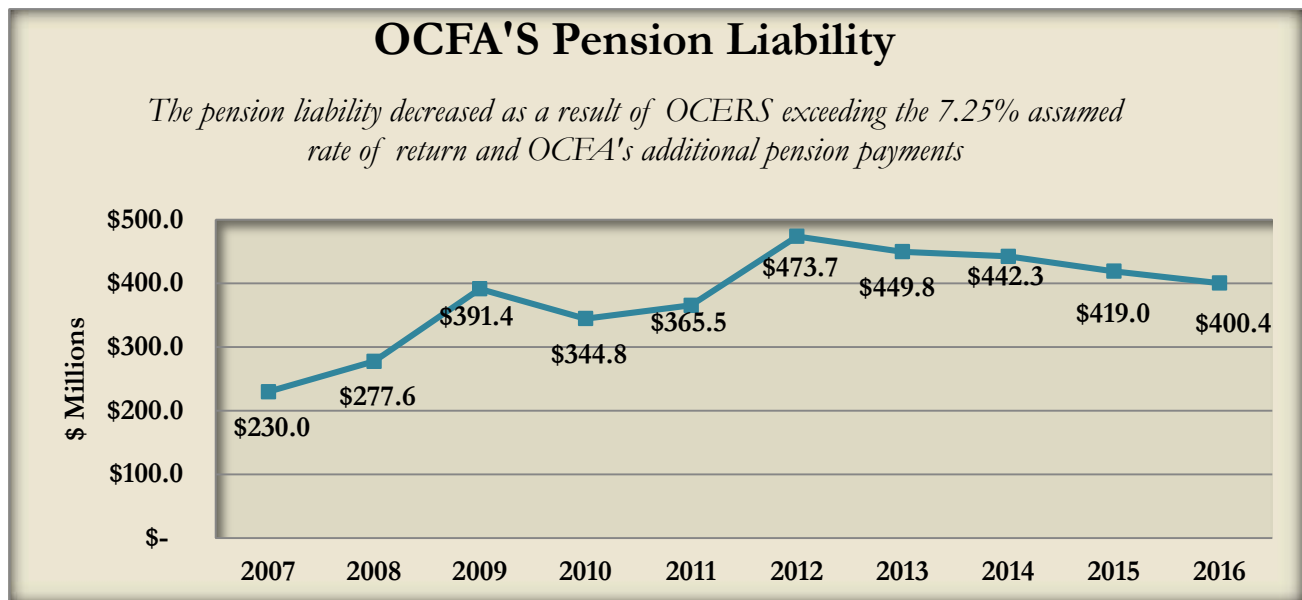
	Hired Prior to July 1, 2012	Hired Between July 1, 2012 – Dec. 31, 2012	Hired on or after Jan. 1, 2013 (w/out reciprocity)
Safety	3% @ 50	3% @ 55	2.7% @ 57

	Hired Prior to July 1, 2011	Hired Between July 1, 2011 – Dec. 31, 2012	Hired on or after Jan. 1, 2013 (w/out reciprocity)
General	2.7% @ 55	2% @ 55	2.5% @ 67

OCFA Retirement Costs, Liabilities and Funding

OCFA's annual retirement costs (mandatory costs plus voluntary accelerated payments) represent approximately \$77 million or 22% of the Authority's FY 2017/18 General Fund budget. Each year, the Authority receives its retirement rates from OCERS. The total retirement rate has two components: the Normal Cost Component plus the current year's cost for the Unfunded Actuarial Accrued Liability (UAAL). The Normal Cost Component is the cost to pay for the current year's value of retirement benefits as earned. The UAAL Component is the accrued liability for past services which were not funded by prior contributions and investments.

The UAAL is determined by the actuary and is the difference between the present value of accrued liabilities and the value of assets as of a specific date. This amount changes over time as a result of changes in accrued benefits, pay levels, rates of return on investments, changes in actuarial assumptions, and changes in the demographics of the employee base.



Based on the December 31, 2016, valuation by OCERS, the Authority's total UAAL was \$400.4 million with \$338.5 million or 85% attributed to Safety members and \$62 million or 15% attributed to General members. OCFA's plan is 77% funded. The OCFA reduces its UAAL over time as part of the annual required pension contribution to OCERS as shown below:

General Members (2.7% @ 55, 2.0% @ 55, and 2.5% @ 67 combined)

<u>Employer Rate</u> *	<u>2016 Valuation</u> (FY 18/19 rates)	<u>2015 Valuation</u> (FY 17/18 rates)
Normal Cost	12.19%	12.05%
UAAL	18.35%	20.53%
Total	30.54%	32.58%

Safety Members (3.0% at 50, 3% @ 55 and 2.7% @ 57 combined)

<u>Employer Rate</u> *	<u>2016 Valuation</u> (FY 18/19 rates)	<u>2015 Valuation</u> (FY 17/18 rates)
Normal Cost	22.54%	25.62%
UAAL	22.27%	22.41%
Total	47.81%	48.03%

* Totals do not include *Employee Rates*, which vary based on age of entry and retirement formula. *Employee Rates* range from 6.52% - 16.01% for General and 8.86% - 20.26% for Safety (See Exhibit A). Rates are also after adjustment for additional UAAL contributions made in 2014, 2015 and 2016.

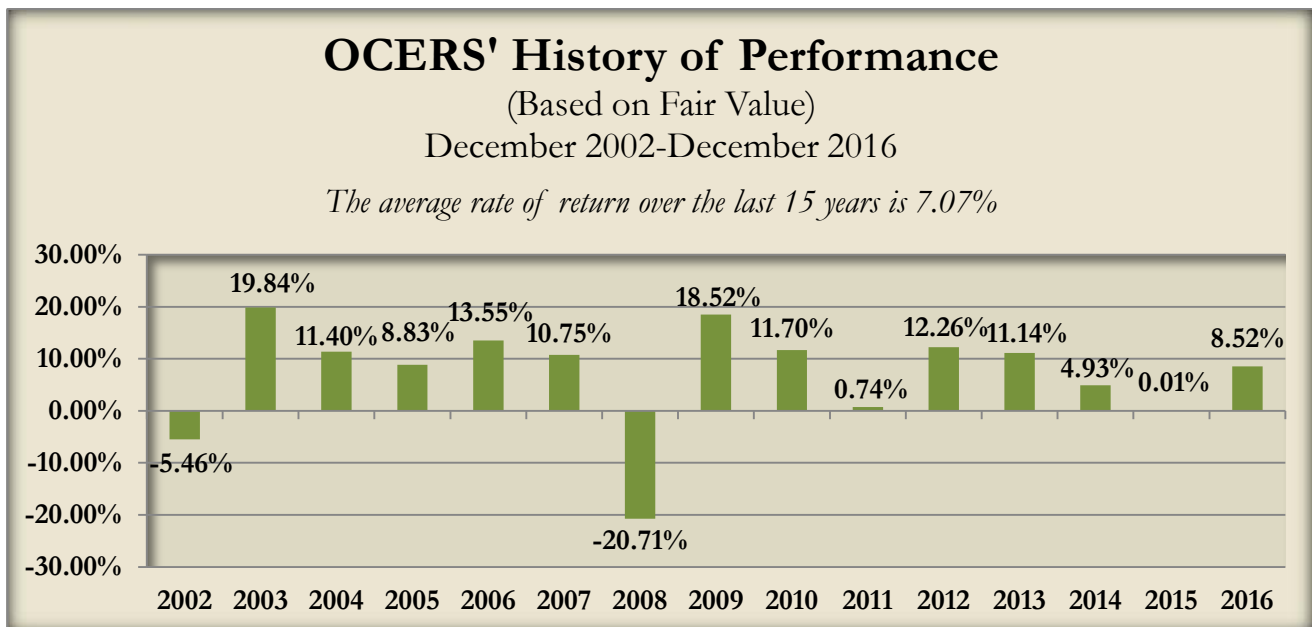
Two events have the greatest impact on plan funding: (1) plan changes, namely benefit formula changes and (2) differing actual experience requiring a modification in assumptions to reflect reality such as life expectancy. Other assumptions that impact the funding and UAAL include:

1. The assumed rate of return
2. The rate of increase in salaries
3. Member mortality
4. The age at which members choose to retire
5. How many members become disabled
6. How many members terminate their service earlier than anticipated

The assumed rate of return, also known as the discount rate, is a critical issue impacting OCFA's UAAL. The higher the discount rate, the lower the present value of pension assets needed to meet future pension obligations. A lower discount rate increases the current unfunded pension liabilities. In 2013, the OCERS Board voted to lower the interest rate assumption from 7.75% to 7.25% which increased OCFA's annual retirement costs by \$7.5 million. This increase was phased in over a two-year period starting in FY 2014/15.

In 2016, OCERS actual return was 8.52%, slightly above its assumed rate of return of 7.25% which helps to lower the UAAL. In addition, OCFA paid \$13.5 million in additional contributions which lowered OCFA's UAAL by \$18.6 million from \$419.0 million in 2015 to \$400.4 million in 2016. Of the \$18.6 million decline in the UAAL, Safety's UAAL decreased by \$18.3 million and General's UAAL decreased by \$309,000.

The following chart shows a history of OCERS' investment performance over the past fifteen years. Although there have been years in which OCERS exceeded its assumed rate of return, the years in which OCERS incurred significant losses, such as the 21% loss in 2008, have a dramatic negative impact. OCERS' average return for the 15 years reflected below is 7.07%, which is below its assumed rate of return of 7.25%. When OCERS' actual return falls below its assumed rate of return, OCFA incurs higher retirement rates/costs.



OCERS' investment return also impacts the funding level of the entire system, as demonstrated in the following chart. After the 21% loss in 2008, OCERS UAAL increased and its funding level began to drop. The funding level started to improve in 2013 when OCERS rate of return exceeded the assumed rate of return.

OCERS' Schedule of Funding Progress

(Dollars in Thousands)

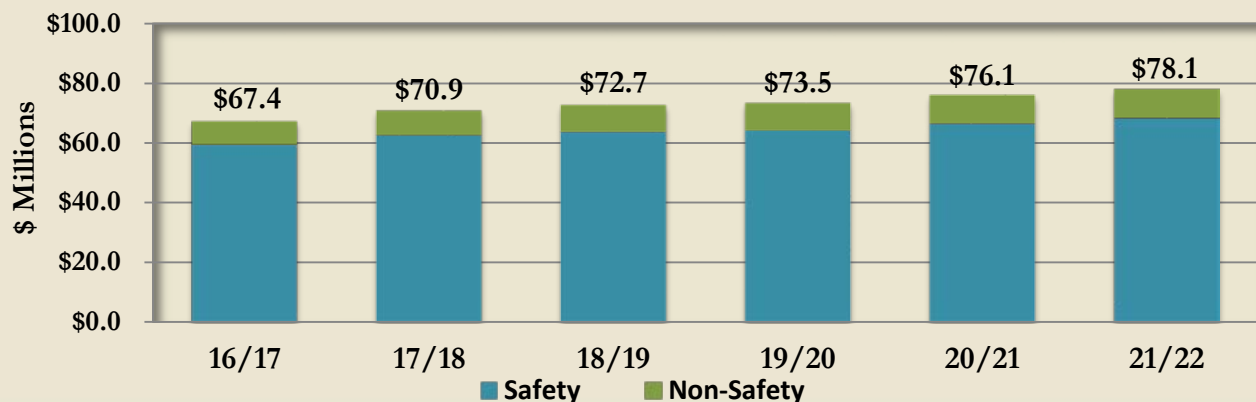
OCERS' funding level continues to improve

Actuarial Valuation Date December 31	Actuarial Value of Plan Assets (a)	Actuarial Accrued Liability (b)	Total UAAL (b-a=c)	Funded Ratio (a/b)
2001	\$4,586,844	\$4,843,899	\$257,055	94.69%
2002	4,695,675	5,673,754	978,079	82.76%
2003	4,790,099	6,099,433	1,309,334	78.53%
2004	5,245,821	7,403,972	2,158,151	70.85%
2005	5,786,617	8,089,627	2,303,010	71.53%
2006	6,466,085	8,765,045	2,298,960	73.77%
2007	7,288,900	9,838,686	2,549,786	74.08%
2008	7,748,380	10,860,715	3,112,335	71.34%
2009	8,154,687	11,858,578	3,703,891	68.77%
2010	8,672,592	12,425,873	3,753,281	69.79%
2011	9,064,355	13,522,978	4,458,623	67.03%
2012	9,469,208	15,144,888	5,675,680	62.52%
2013	10,417,125	15,785,042	5,367,917	65.99%
2014	11,449,911	16,413,124	4,963,213	69.76%
2015	12,228,009	17,050,357	4,822,348	71.72%
2016	13,102,978	17,933,461	4,830,483	73.06%

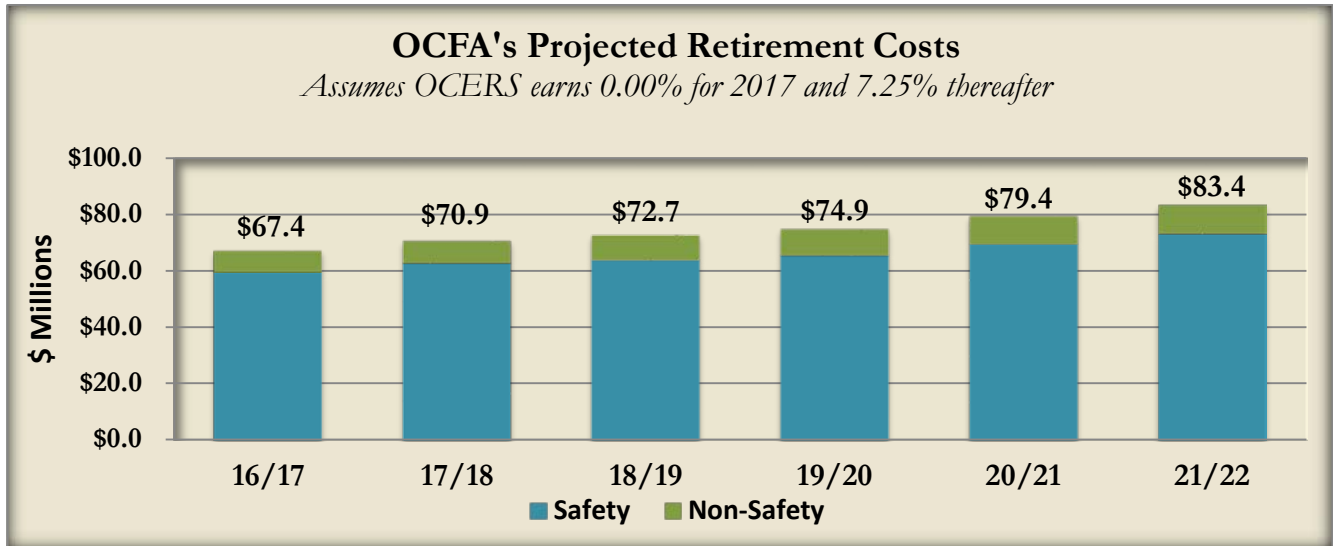
The chart below [ZL1] assumes OCERS will earn its assumed rate of return of 7.25% in 2017 and future years. This chart should be contrasted with the chart on the following page to demonstrate the significant impact on retirement contribution rates, when OCERS does not earn its assumed rate of return.

OCFA's Projected Retirement Costs

Assumes OCERS earns 7.25% for all years



The chart below assumes OCERS will not earn its assumed rate of return, and instead will earn 0.00% in 2017 and 7.25% in future years. Note the increased retirement contributions that would result starting in FY 2019/20 in the event OCERS has a year of 0.00% returns. This data is presented to demonstrate the potential negative impacts that can (and do) occur from time to time when the system earns less than assumed; however, it's important to note that OCERS' year-to-date 2017 preliminary return as of August is 9.5%.



OCFA has taken steps to increase employee contributions, reduce benefits by establishing new tiers, and accelerate the paydown of the UAAL with the long-term goal to ensure adequate pension funding. However, other factors (such as OCERS' investment performance) are beyond the OCFA's control, yet these factors have a significant impact on determining retirement rates, and ensuring adequate funding.

Expedited Pension UAAL Payment Plan

In September 2013, the OCFA Board of Directors approved an Expedited Pension UAAL Payment Plan. The expedited plan will have the following benefits:

- Results in OCFA's pension liability being paid off sooner
- Earlier and larger contributions into the pension system result in greater investment income earned
- Greater investment income earned results in less money paid by the employer over the long term

OCFA's expedited payment plan originally involved three components including (1) use of year-end fund balance available, (2) contributing additional funds each year using savings achieved under PEPRA or other annual actuarial gains, and (3) contributing an additional \$1 million per year in budgeted funds, with the annual budget allocation building to \$5 million per year by year 5.

In FY15/16, the plan was modified to include the following:

- Contributing an additional \$1 million each year starting in 2016/17 and increasing by \$2 million each year until it reaches \$15 million and continuing at \$15 million thereafter
- Contributing \$1 million per year from surplus fund balance available in the Workers' Compensation Self Insurance Fund starting in 2016/17 for 5 years

In FY16/17, the plan was modified to include the following:

- Contributing \$7,633,021 in FY 2017/18 from General Fund surplus and continuing in different amounts until OCFA's funding goal is achieved
- Reduced the accelerated funding goal from 100% to 85% for OCFA's pension liability with the added policy to redirect expedited payment dollars to OCFA's retiree medical liability after achieving the 85% target for the pension liability

To date, OCFA has made the following additional payments towards its UAAL:

FY 13/14	\$ 5.5 million
FY 14/15	21.3 million
FY 15/16	15.4 million
<u>FY 16/17</u>	<u>13.5 million</u>
Total	\$55.7 million

The outcomes from the expedited payment plan implementation in FY 2013/14 through Fiscal year 2016/17 along with OCFA's anticipated future year expedited payments were submitted to OCERS' actuary to determine:

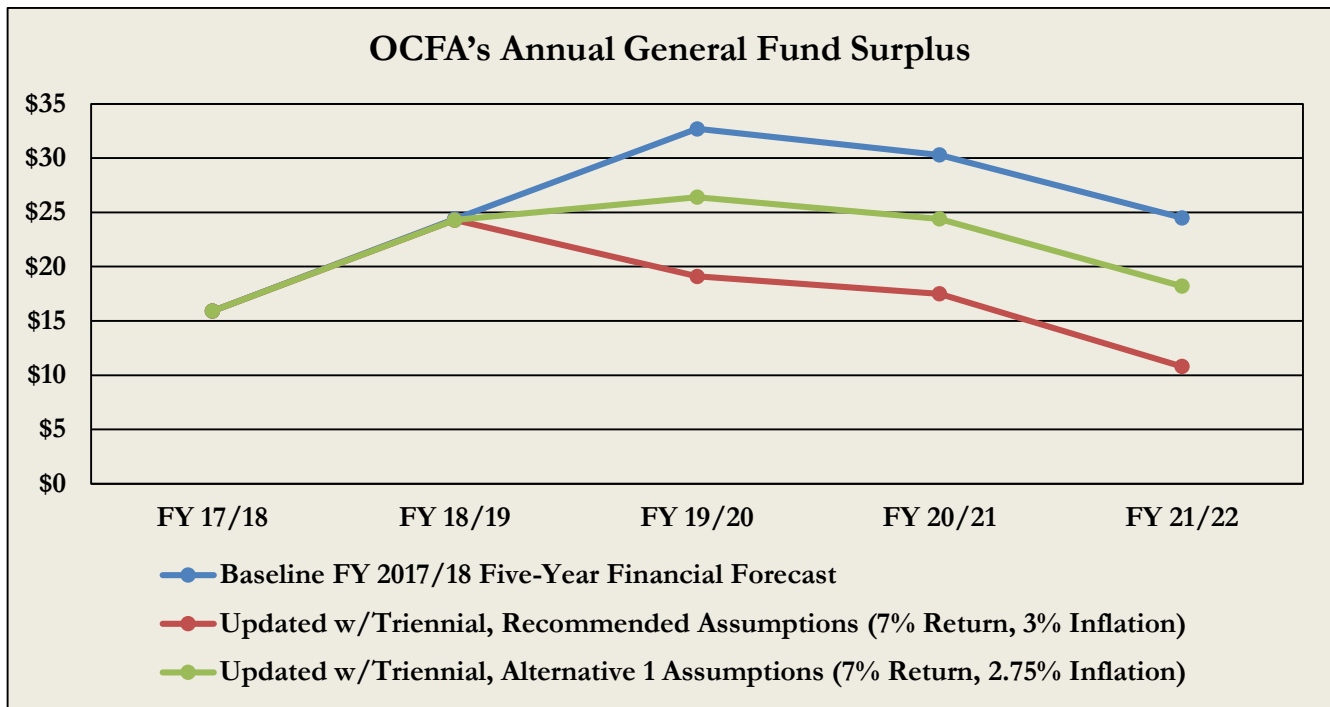
1. How much OCFA saved in interest annually since 2013 by making additional payments towards its UAAL?
2. When would OCFA achieve 85% funding and 100% funding if it continued to make additional UAAL payments under its Snowball Plan?

The actuary reported back that OCFA has saved \$11.5 million in interest by making additional payments towards its UAAL and will achieve 85% funding by December 31, 2020 and 100% funding by December 31, 2027, assuming all other actuarial inputs are held constant. The noted \$11.5 million in interest savings has accumulated, as shown below, in correlation with our accelerated payments:

CY 2014	\$ 1,012,937
CY 2015	2,084,402
CY 2016	3,295,068
<u>CY 2017</u>	<u>4,285,036</u>
Total	\$11,466,202

All of the above strategies will reduce the OCFA's existing UAAL more rapidly, and effectively shorten the weighted-average amortization period. Shortening the amortization period will have many benefits to OCFA. Although it causes our employer contributions to rise during the expedited payment period, it results in our liability being paid off sooner. Earlier payments of contributions will result in greater investment income earned and less money paid from the employer over the long-term.

Staff evaluated the affordability of these expedited payment options, using the OCFA's long term financial forecast. OCERS is currently completing a Triennial Experience Study to assess changes needed to its long-term actuarial assumptions. Primary changes under consideration include a reduction to the discount rate (potentially from 7.25% to 7.00%) and changes to mortality tables. Staff evaluated the potential impacts from the Triennial Study through alternative versions of the OCFA's five-year financial forecast. In all scenarios, OCFA remains financially healthy with a continued ability to sustain the expedited pension payment plan.



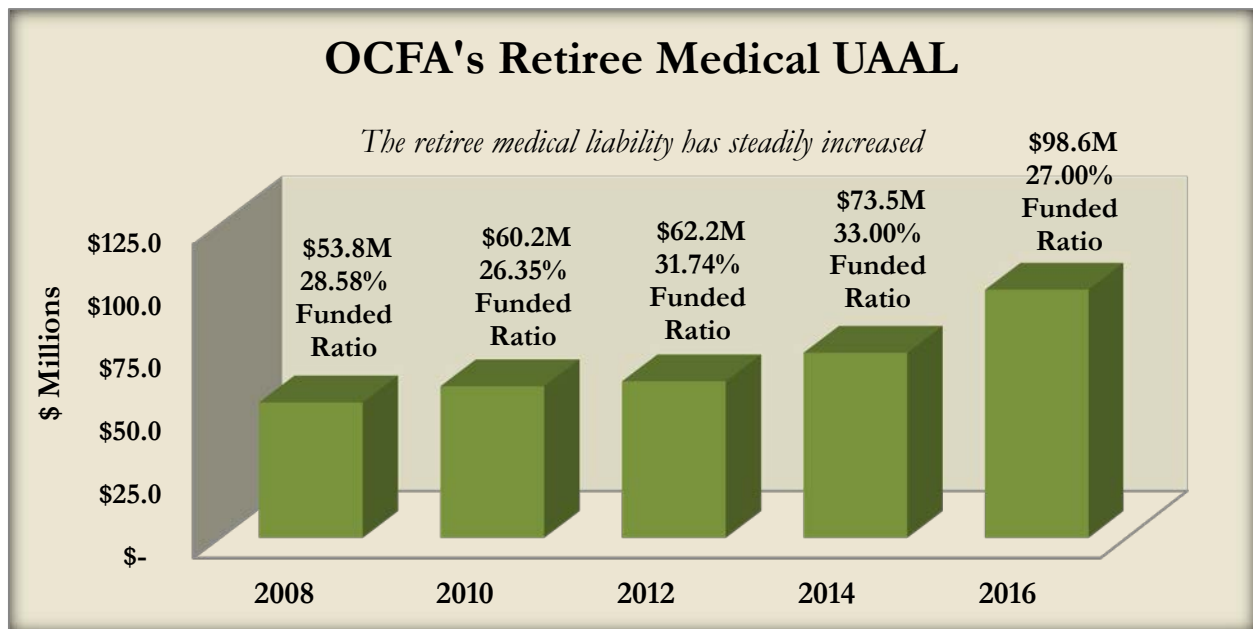
We concluded that combining multiple strategies yields positive benefits for OCFA, while also retaining flexibility in the event that OCFA's financial environment should change significantly in the coming years.

DEFINED *BENEFIT* RETIREE MEDICAL PLAN

In addition to the OCFA's retirement plan administered by OCERS, the OCFA provides a post-employment medical retirement plan (Retiree Medical Plan) for certain employees. Employees hired prior to January 1, 2007, are in a *defined benefit plan* that provides a monthly grant toward the cost of retirees' health insurance coverage based on years of service. The Plan's assets are held in an irrevocable trust for the exclusive benefit of Plan participants and are invested by OCERS. As such, if OCERS does not earn its assumed rate of return of 7.25%, the UAAL increases. Current active employees hired prior to January 1, 2007, are required to contribute 4% of their gross pay toward the Retiree Medical Plan.

Based on an actuarial study prepared by Nyhart Epler as of July 1, 2016, the OCFA's Unfunded Actuarial Accrued Liability (UAAL) for the Retiree Medical defined benefit plan is \$98.6 million. The UAAL is impacted by future retirees, spouses of retirees, a maximum 5% annual increase in the medical grant, the investment return of the trust, and the underlying assumptions such as the mortality tables.

Under the Government Accounting Standards Board (GASB) Statement No. 45, OCFA is required to have an actuarial valuation performed on its Retiree Medical Plan every two years.



Note: Does not include implicit subsidy and uses OCERS assumed rate of return of 7.75% up to 2012 and 7.25% thereafter.

The benefit provided under the OCFA's Retiree Medical Plan is a negotiated benefit included in the various Memorandums of Understanding and the Personnel & Salary Resolution for employees hired prior to January 1, 2007.

The OCFA has previously approached funding issues and plan sustainability issues relating to this Plan collaboratively with its labor groups in order to identify options for improving the funding status. Similar to previous approaches, following receipt of the 2012 Actuarial Study for this Plan, management met with representatives of all three labor groups to review the findings. In 2013, we gathered ideas from labor for options that may be considered in the future to improve the funding status of the Plan and had the actuary perform a special actuarial study to evaluate the various options and associated impacts on plan funding. The results of the special study were shared with each of the labor groups.

On November 17, 2016, the OCFA Board directed staff to continue the Expedited Pension Payment Plan as indicated in the Updated Snowball Strategy, with a modification to alter the funding target from 100% to 85%, and redirect expedited payment dollars to Retiree Medical after achieving the 85% target.

In April 2017, the OCFA Board approved the renewed Health Plan Agreement with the Orange County Professional Firefighters Association. The 5 year term of the Agreement is from January 1, 2017 to December 31, 2021. One of the related provisions is as follows:

... to continue return of "excess fund balance" to OCFA with returned funds to be allocated to OCFA's Retiree Medical Trust Fund.

Periodic discussions on this topic continue with management and labor seeking options for continued future funding of the plan.

DEFINED *CONTRIBUTION* RETIREE MEDICAL PLAN

For employees hired on or after January 1, 2007, the OCFA created a *defined contribution plan* that is administered by SelectAccount. The Plan provides for the reimbursement of medical, dental, and other healthcare expenses of retirees. Employees are required to contribute 4% of their gross pay. Account assets are invested as directed by the participant and all contributions, investment income, realized gains and losses are credited to the individual's account. Under this plan structure, there is no UAAL.

LEASE PURCHASE AGREEMENTS

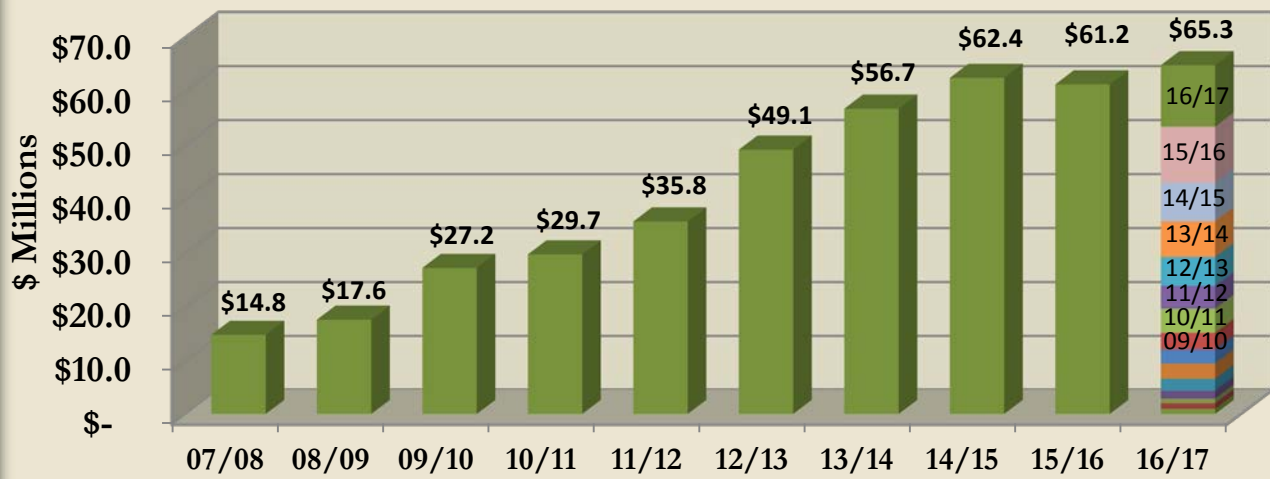
A Lease Purchase Agreement is a form of long-term debt used by government agencies to acquire buildings, vehicles, equipment and other capital assets. Within this type of lease, a lessee can apply lease payments annually toward the purchase of the property. In December 2008, the OCFA entered into a ten-year Lease Purchase Agreement to purchase two helicopters and related equipment for a purchase price of \$21.5 million. In 2011, OCFA refinanced the helicopters and lowered its interest rate from 3.76% to 2.58% saving \$444,000 over the remaining six years of the lease. As of June 30, 2017 \$3.7 million remains due, including interest and principal. The final maturity is in September 2018.

WORKERS' COMPENSATION CLAIMS

In March 2002, OCFA implemented a workers' compensation self-insurance program. A separate fund called Fund 190: Self Insurance was established in May 2003 to track funding and expenditures for workers' compensation claims liability. The funding sources include revenue from the General Fund and interest earnings. The required funding levels are determined by an independent actuarial study. As of June 30, 2017, OCFA's total workers' compensation liability is \$65.3 million. Although the workers' compensation program represents a large liability for OCFA, it is important to note that it is a ***fully-funded*** liability. OCFA has \$76.5 million set-aside in reserves to pay this liability as the various medical claims and bills become due, reflecting a funding surplus of \$11.2 million.

OCFA's Workers' Compensation Claims

The WC Liability is growing and OCFA has fully funded this liability with additional reserves



The outstanding liability reflected in the above chart reflects the fact that although the entire future cost of claims are recorded in the year of injury, the actual payment of that claim does not occur immediately. The cash flow payments for many workers' compensation cases occur slowly over time; therefore, it is a natural occurrence that the unpaid liability for a self-insured system will grow as the unpaid liabilities stack on top of each other over the years (as demonstrated by the color-coding of the FY 16/17 bar in the above chart). Upon maturity of a self-insured system, the amount of unpaid liability should level out (as demonstrated in the above chart in the most recent years), and continued increases at that point in time are more likely driven by other forces, such as increased medical costs, increased claim activity, legislative changes and case law.

The workers' compensation liability reflects the present value of estimated outstanding losses at the 50% confidence level. A confidence level is the statistical certainty that an actuary believes funding will be sufficient. For example, a 50% confidence level means that the actuary believes funding will be sufficient in five out of ten years. OCFA's Board-adopted Workers' Compensation Funding Policy sets the funding at the 50% confidence level.

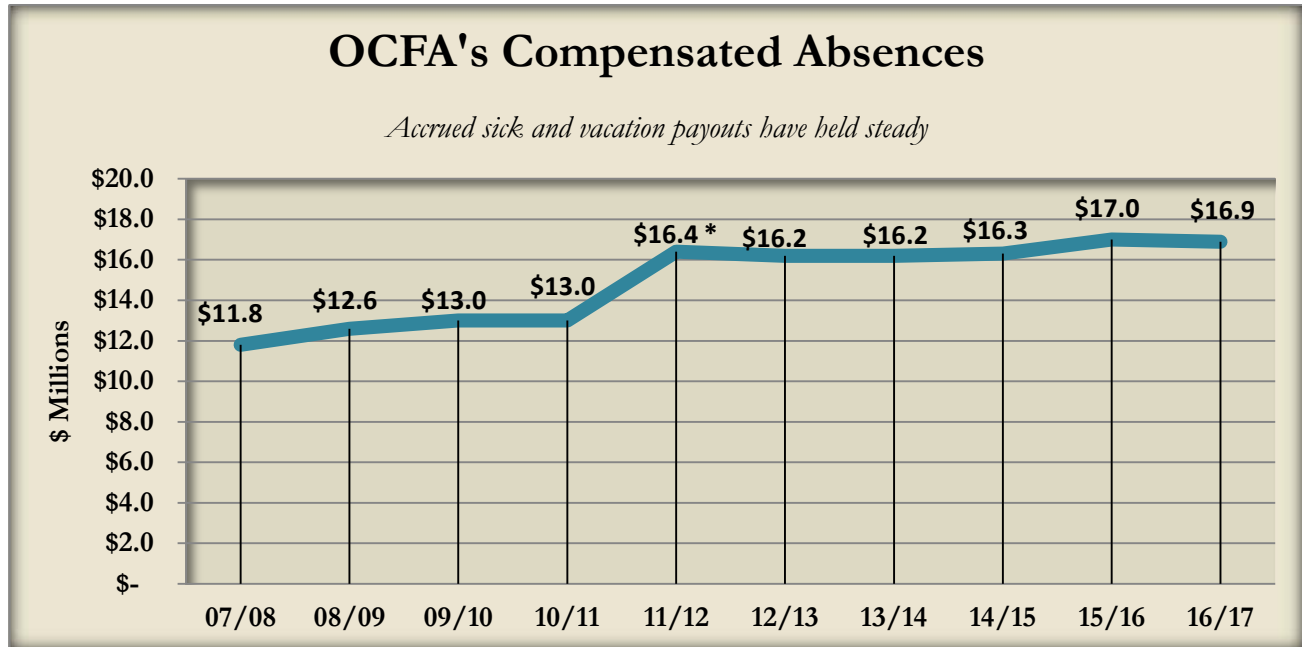
There are several factors that contribute to the liability including workers' compensation reform that increased the statute of limitation for cancer from five to ten years; injury presumption for safety personnel; an aging workforce which contributes to a longer recovery time and higher permanent disability benefits; increased medical costs; and an increase to the workforce in 2012 with the addition of the City of Santa Ana. Santa Ana reimburses OCFA for injuries that initially occurred on or before April 20, 2012.

ACCRUED COMPENSATED ABSENCES

Compensated absences are commonly described as paid time off made available to employees in connection with sick and vacation time. If employees do not use all of such compensated absences, a liability is accrued for the unused portion. The OCFA's policy allows employees to accumulate earned but unused sick and vacation pay benefits.

OCFA's labor agreements allow employees to cash out sick and vacation time throughout their career with the exception of Local 3631 Firefighter unit which can only cash out vacation time. However, the majority of sick and vacation payouts occur at the time an employee retires.

The OCFA has budgeted \$3.9 million for sick and vacation payouts in FY 2017/18 based on historical trends and expected retirements. OCFA's total liability for compensated absences as of June 30, 2017, is \$16.9 million.



* FY 11/12 includes Santa Ana General Leave Balances; Santa Ana reimburses OCFA for uses of transferred Leave Balances.

III. SUMMARY

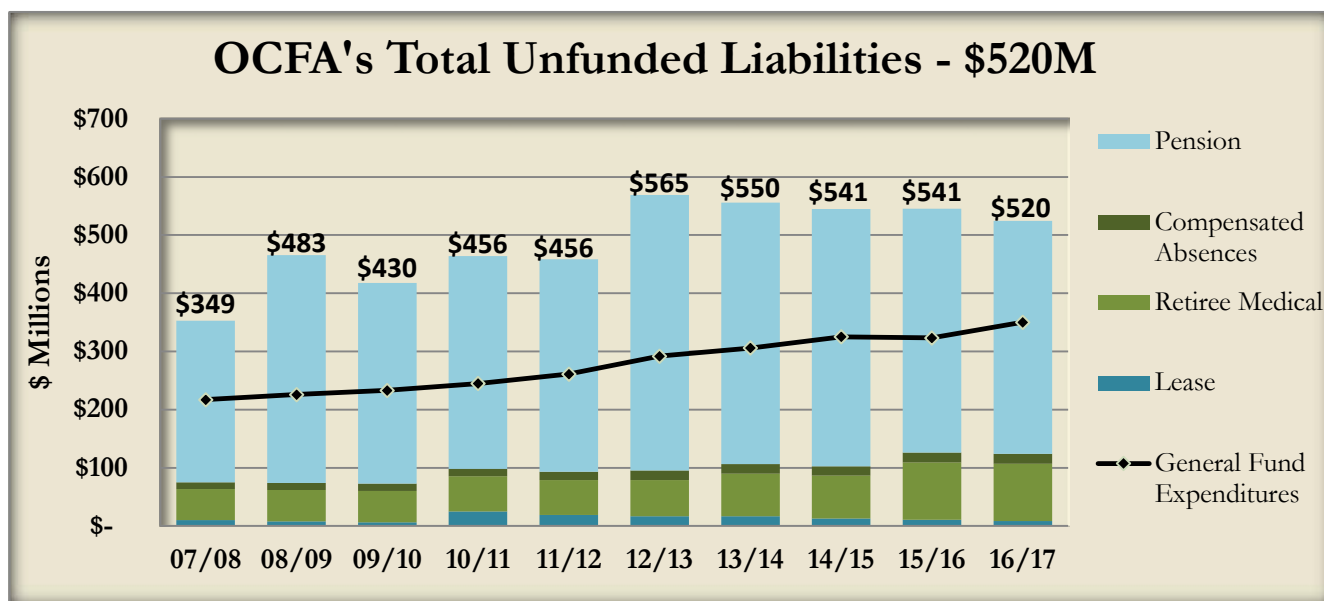
OCFA's total long term, unfunded liabilities as of June 30, 2017,* are as follows:

	<i>\$ Amount in Millions</i>	<i>% of Total</i>
Defined Benefit Pension Plan *	\$ 400.4	77.0%
Defined Benefit Retiree Medical Plan	98.6	19.0
Helicopter Lease Purchase Agreement	3.7	.71
Accrued Compensated Absences	16.9	3.3
Total	\$519.6	100.0%

*Note: the valuation date for the pension plan is December 31, 2016, instead of June 30, 2017, consistent with OCERS' calendar year basis for financial reporting.

When OCFA presented its first Liability Study to the Board in September 2012, the Board directed staff to identify strategies to lower and/or mitigate OCFA's long term liabilities. As shown in the chart below, as

some of these strategies have been implemented, OCFA has reduced its total long term, unfunded obligations in the last few years.



Note: Workers Compensation was removed since it is fully funded by a reserve fund.

ACTIONS TAKEN

OCFA has already taken several steps to manage its long-term obligations:

1. During 2015 and 2016, OCFA completed negotiations with all four labor groups resulting in increased employee contributions towards retirement.
2. On June 26, 2014, the Board approved an Alternative Dispute Resolution process for disputed workers' compensation cases, also known as a Carve-Out program. The State has approved the program and it was implemented on October 1, 2014.
3. On September 26, 2013, the Board approved a strategy to expedite the pay down of OCFA's pension liability. Under this Plan, the actuary, the Segal Company, estimates this liability will be paid by 2026/27. To date, OCFA has made an additional \$45 million in payments to OCERS to lower its UAAL.
4. Completed a special actuarial study relating to the OCFA's Retiree Medical Defined Benefit Plan to evaluate options for potential plan amendments which could improve plan funding, subject to future negotiation with OCFA's labor groups. The results of the study were shared with the labor groups.
5. Evaluated the financial feasibility of paying off the outstanding lease financing obligations associated with the OCFA's helicopters, as part of the 2014/15 budget development process.
6. Directed staff to evaluate options for mitigating the budget and liability impacts of payouts for accumulated sick and vacation balances, subject to future negotiation with OCFA's labor groups.
7. Used a trigger formula during down economic cycles to connect pay raises for all OCFA employees to OCFA's financial health.
8. Implemented lower retirement formulas for all labor groups.

9. Refinanced the helicopter lease to lower the interest rate.
10. Implemented annual prepayment of retirement contributions to achieve a discount.
11. Provided a study to the Board of Directors regarding the feasibility of Pension Obligation Bonds.
12. Provided a study to the Board of Directors regarding the feasibility of changing automatic Cost of Living Allowance (COLA) increases for pensions; transmitted a copy of the report to the County Board of Supervisors and OCERS Board of Retirement, for their consideration of potential cost-containment actions relating to Pension COLAs under the authority granted by the '37 Act.

RECOMMENDATIONS

Recommended actions pending approval of this staff report include:

1. Direct staff to continue the Expedited Pension Payment Plan as indicated in the Updated Snowball Strategy.
2. Direct staff to return with the mid-year financial review to consider allocation of available unencumbered funds identified in the FY 2016/17 financial audit to OCFA's unfunded pension liability.

CONCLUSION

In order to strategically fund long-term liabilities, OCFA must continue to strategically balance present-day needs with future commitments. The goal is for OCFA's budget over the long-term to fund all of its long-term liabilities

Exhibit A

OCFA Member Retirement Contributions

Safety Members' Retirement

Firefighter Safety members:

Effective September 2016, 2017, 2018, and 2019, employees will pay an additional 3.50%, 3.49%, 2.00%, and 0.54% in employee retirement contributions, respectively, increasing their employee contributions from 11% to 20.53% depending upon their age of entry. Employees hired on or after January 1, 2013, when PEPRA was enacted will continue to be subject to PEPRA requirements of 50% of normal cost for employee retirement contributions, which vary based on age of entry.

Chief Officer Safety members:

Effective July 2016, 2017, 2018, and 2019, employees will pay an additional 3.50%, 3.49%, 3.30%, and 0.93% in employee retirement contributions, respectively, increasing the employee contributions from 9% to 20.22% depending upon their age of entry. Thereafter, these employees will pay any subsequent increases in the employee retirement contributions. Employees hired on or after January 1, 2013, when PEPRA was enacted will continue to be subject to PEPRA requirements of 50% of normal cost for employee retirement contributions, which vary based on age of entry.

General Members' Retirement

OCEA members:

Effective March 2015, 2016 and 2017, employees hired prior to January 1, 2013, will pay an additional 2%, 2.5% and 3% in employee retirement contributions, respectively, increasing the employee contributions from 9% to 16.5%, depending upon their age of entry. Thereafter, these employees will pay any subsequent increases in the cost for employee retirement contributions. Employees hired after PEPRA was enacted will continue to be subject to PEPRA requirements of 50% of normal cost for employee retirement contributions, which vary based on age of entry.

Administrative Management members:

Effective July 2015, January 2016, and January 2017, employees hired prior to January 1, 2013, will pay an additional 4%, 2%, and 2.25% in employee retirement contributions, respectively, increasing the employee retirement contributions from 8.25% to 16.5%, depending upon their age of entry. Thereafter, these employees will pay any subsequent increases in the cost for employee retirement contributions. Employees hired after PEPRA was enacted will continue to be subject to PEPRA requirements of 50% of normal cost for employee retirement contributions, which vary based on age of entry.

Executive Management:

Some members of Executive Management fall under Safety and others fall under General member categories. Regardless, all Executive Management employees who are not subject to the provisions of PEPRA were paying 9% in employee retirement contributions prior to March 2015. Effective March 2015, they began phased-in increases to their contribution rate with a 2% increase in employee contributions in year one, a 2.5% increase in year two and payment of full member contributions in year three, which vary based on age of entry.

Orange County Fire Authority
Expedited Payment of UAAL
Snowball Effect of Multiple Strategies

			Estimated Annual UAAL Payments from Various Strategies / Sources						
Years From Start of Plan	Remaining Years to Completion	Fiscal Year	Unencumbered Fund Balance Available	Annual Savings from PEPPRA Reductions to Retirement Contribution Rates	Budget Increase of \$1M, grows by \$2M/year to \$15M	Budget Increase of \$1M/year Funded by Excess W/C Reserves	50% of General Fund Surplus	Annual Snowball Amount	Cumulative Expedited UAAL Payment
			Part A	Part B	Part C	Part D	Part E		
1		13/14	3,000,000	2,500,000	-	-	-	5,500,000	5,500,000
2		14/15	21,290,238	-	-	-	-	21,290,238	26,790,238
3		15/16	12,609,380	2,802,122	-	-	-	15,411,502	42,201,740
4		16/17	9,814,477	1,653,114	1,000,000	1,000,000		13,467,591	55,669,331
5	1	17/18	3,000,000	1,886,420	3,000,000	1,000,000	7,633,021	16,519,441	72,188,772
6	2	18/19	3,000,000	3,167,397	5,000,000	1,000,000	10,230,177	22,397,574	94,586,346
7	3	19/20	3,000,000	1,648,658	7,000,000	1,000,000	14,339,774	26,988,432	121,574,778
8	4	20/21	3,000,000	2,368,859	9,000,000	1,000,000	13,134,904	28,503,763	150,078,542
9	5	21/22	3,000,000	3,279,280	11,000,000		10,080,929	27,360,209	177,438,751
10	6	22/23	3,000,000	4,787,217	13,000,000		9,082,740	29,869,957	207,308,708
11	7	23/24	3,000,000	5,772,547	15,000,000		8,552,338	32,324,885	239,633,592
12	8	24/25	3,000,000	6,814,115	15,000,000		7,534,358	32,348,473	271,982,065
13	9	25/26	3,000,000	14,242,631	15,000,000		4,913,467	37,156,098	309,138,163
14	10	26/27	3,000,000	19,647,456	15,000,000		3,241,322	40,888,778	350,026,941
			76,714,095	70,569,816	109,000,000	5,000,000	88,743,030	350,026,941	