



# ORANGE COUNTY FIRE AUTHORITY

## AGENDA

Pursuant to the Brown Act, this meeting also constitutes a meeting of the Board of Directors.

### EXECUTIVE COMMITTEE REGULAR MEETING Thursday, February 23, 2017 5:30 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 Executive Committee 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 Executive Committee, 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 Committee. 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 Bob George

**PLEDGE OF ALLEGIANCE** by Director Spitzer

### ROLL CALL

**1. PRESENTATIONS**

No items.

**REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR****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 Committee on items within the Committee'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 Committee as a whole, and do not engage in dialogue with individual Committee Members, Authority staff, or members of the audience.

The Agenda and Minutes are now available through the Internet at [www.ocfa.org](http://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 Executive Committee meeting.

**2. MINUTES****A. Minutes from the January 26, 2017, Special Executive Committee Meeting**

Submitted by: Sherry Wentz, Clerk of the Authority

Recommended Action:

Approve as submitted.

**3. CONSENT CALENDAR**

*All matters on the consent calendar are considered routine and are to be approved with one motion unless a Committee Member or a member of the public requests separate action on a specific item.*

**A. Monthly Investment Reports**

Submitted by: Tricia Jakubiak, Treasurer

**Budget and Finance Committee Recommendation: *APPROVE***

Recommended Action:

Receive and file the reports.

**B. Second Quarter Financial Newsletter**

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

**Budget and Finance Committee Recommendation: *APPROVE***

Recommended Action:

Receive and file the report.

**C. Award of RFP JA2148 Cardiac Monitor/Defibrillators and Automated External Defibrillators**

Submitted by: Dave Thomas, Assistant Chief/Operations Department

Recommended Actions:

1. Authorize the Purchasing Manager to issue a purchase order for the initial purchase of 120 cardiac monitor units and 180 AED units including accessories and supplies to Zoll Medical Corporation, in the amount of \$3,128,247.20 (amount includes trade in credit of \$917,045 and end of year incentive discount of \$175,000 if purchase order is issued by 3/31/2017).
2. Authorize the Purchasing Manager to issue a blanket order for a five-year term to Zoll Medical Corporation, for the as-needed purchase of consumable supplies and accessories for a not-to-exceed amount of \$1,426,304.60 over the five-year term (\$285,260.92 annually).
3. Authorize the Purchasing Manager to utilize the contract pricing for future budgeted purchases of cardiac monitors and AED units during the five-year term so long as the pricing is based on the Best and Final Offer pricing which Zoll Medical Corporation has agreed to hold throughout the term of the contract.

**D. Payroll/Accounts Payable Manager Revised Classification Specification and Salary Range Adjustment**

Submitted by: Brigitte Gibb, Director/Human Resources Division

Recommended Action:

Approve the Payroll/Accounts Payable Manager revised classification specification and salary range adjustment.

**E. Request for Special Procurement For Maintenance & Advanced Technical Support of “TheHIVE”**

Submitted by: Mike Schroeder, Assistant Chief/Support Services Department

Recommended Action:

Approve and authorize the Purchasing Manager to establish a new three-year blanket order with 6<sup>th</sup> Street Consulting utilizing the special procurement provision in the Purchasing Ordinance for ongoing periodic software maintenance and updates, and as-needed advanced technical support for the OCFA SharePoint Intranet TheHIVE (through February 29, 2020), for an amount not-to-exceed \$74,250 (\$24,750 annually).

**END OF CONSENT CALENDAR**

#### **4. DISCUSSION CALENDAR**

##### **A. 2017/18 OCFA Legislative Policy Guidelines**

Submitted by: Dave Thomas, Assistant Chief/Operations Department

Recommended Action:

Adopt the 2017/18 OCFA Legislative Policy Guidelines and direct staff to identify legislation for the Executive Committee to adopt positions of support or opposition.

#### **COMMITTEE MEMBER COMMENTS**

#### **CLOSED SESSION**

No items.

**ADJOURNMENT** – The next regular meeting of the Executive Committee is scheduled for Thursday, March 23, 2017, at 5:30 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 Operations and Training Center, 1 Fire Authority Road, Irvine, CA, not less than 72 hours prior to the meeting. Dated this 16<sup>th</sup> day of February 2017.

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

#### **UPCOMING MEETINGS:**

Budget and Finance Committee Meeting  
Claims Settlement Committee Meeting  
Executive Committee Meeting  
Board of Directors Meeting

Wednesday, March 8, 2017, 12 noon  
Thursday, March 23, 2017, 5:00 p.m.  
Thursday, March 23, 2017, 5:30 p.m.  
Thursday, March 23, 2017, 6:00 p.m.

# **MINUTES ORANGE COUNTY FIRE AUTHORITY**

**Executive Committee Special Meeting  
Thursday, January 26, 2017  
4:00 P.M.**

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

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## **CALL TO ORDER**

Chair Hernandez called the special meeting of the Orange County Fire Authority Executive Committee to order at 4:03 p.m. on January 26, 2017.

## **INVOCATION**

Senior Chaplain Dave Keehn offered the invocation.

## **PLEDGE OF ALLEGIANCE**

Director Murray led the assembly in the Pledge of Allegiance to our Flag.

## **ROLL CALL**

**Present:** Carol Gamble, Rancho Santa Margarita  
Noel Hatch, Laguna Woods  
Gene Hernandez, Yorba Linda  
Al Murray, Tustin  
Ed Sachs, Mission Viejo  
Todd Spitzer, County of Orange  
Elizabeth Swift, Buena Park

**Absent:** David Shawver, Stanton

## **Also present were:**

Fire Chief Jeff Bowman  
Assistant Chief Lori Zeller  
Assistant Chief Lori Smith  
Assistant Chief Brian Young  
General Counsel David Kendig

Assistant Chief Dave Thomas  
Assistant Chief Mike Schroeder  
Human Resources Director Brigitte Gibb  
Clerk of the Authority Sherry Wentz

## **1. PRESENTATIONS**

No items.

### **REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR (F: 12.02A6)**

Budget and Finance Committee Chair Sachs reported at its January 11, 2017, meeting, the Committee received the OCERS Quarterly Status Update, and approved the RFP for Financial Audit Services. He reported the Audit Request for Proposals included a provision to preclude OCFA's current auditors from submitting a proposal, in order to ensure that the auditors rotate periodically and provide a fresh set of eyes on OCFA's financial statements. The Committee also voted unanimously to send the Monthly Investment Reports and the First Quarter Financial Newsletter to the Executive Committee for its approval. The Committee voted unanimously to send the Annual Grant Priorities, the FY 2016/17 Mid-Year Financial Report, and the Phase Three Service Delivery Enhancements to the Board of Directors for its approval.

### **REPORT FROM THE HUMAN RESOURCES COMMITTEE CHAIR (F: 12.02A6)**

In the absence of Human Resources Committee Chair Shawver, Director Murray reported at the January 3, 2017, meeting, the Committee was provided with a Human Resources Committee Orientation and presentation on California employment law updates. The Committee received and filed the Quarterly Human Resources Accomplishment/Project Update and Professional Standards Unit Update, and voted unanimously to send the consideration of several new classifications (with corresponding salary ranges) and one title change to the Executive Committee with the recommendation that the Committee approve the item.

### **REPORT FROM THE FIRE CHIEF (F: 12.02A7)**

Fire Chief Jeff Bowman introduced Assistant Chief Mike Schroeder who presented the Quarterly Capital Improvement Projects Update.

### **PUBLIC COMMENTS (F: 12.02A3)**

Chair Hernandez opened the Public Comments portion of the meeting. Chair Hernandez closed the Public Comments portion of the meeting without any comments from the general public.

## **2. MINUTES**

### **A. Minutes from the November 17, 2016, Regular Executive Committee Meeting (F: 12.02A2)**

On motion of Vice Chair Swift and second by Director Murray, the Executive Committee voted unanimously by those present to approve the November 17, 2016, Regular Executive Committee Meeting Minutes as submitted.

**3. CONSENT CALENDAR** (Agenda Item No. 3D was pulled for separate consideration.)

**A. Monthly Investment Reports** (F: 11.10D2)

On motion of Director Murray and second by Vice Chair Swift, the Executive Committee voted unanimously by those present to receive and file the Monthly Investment Reports.

**B. First Quarter Financial Newsletter** (F: 15.07)

On motion of Director Murray and second by Vice Chair Swift, the Executive Committee voted unanimously by those present to receive and file the First Quarter Financial Newsletter.

**C. Award of Bid SC2166 – Blanket Order for Fire Hose** (F: 19.09D3)

On motion of Director Murray and second by Vice Chair Swift, the Executive Committee voted unanimously by those present to:

1. Approve and authorize the Purchasing Manager to issue to AllStar Fire Equipment, Inc. a blanket order contract for various types of fire hose for an amount not to exceed \$310,000 annually.
2. Approve and authorize the Purchasing Manager to execute up to four one-year renewal options provided that any proposed price increases do not exceed the 12-month change in the Producer's Price Index (PPI). In the event proposed price increases do exceed PPI, staff will either return to the Executive Committee for approval, or staff will complete a new bid process.

**D. California State Association of Counties Excess Insurance Authority Workers' Compensation Excess Insurance** (F: 18.10A261)

Director Sachs pulled this item from the Consent Calendar to request clarification regarding the date of the premium adjustment payment.

On motion of Director Gamble and second by Director Murray, the Executive Committee voted unanimously by those present to approve and authorize the Purchasing Manager to increase blanket order B01001-8 by an additional \$47,488 in order to pay the additional premium adjustment based on the actual FY 2015/16 payroll.

**E. Classification Specifications - Title Change and New Classifications** (F: 17.18A)  
(X: 17.18B)

On motion of Director Murray and second by Vice Chair Swift, the Executive Committee voted unanimously by those present to approve the title change, new classification specifications and corresponding salary, and addition of a Board Director Position to the Master Position Control.

**F. Sole Source Goodrich Rescue Hoist Overhaul (F: 19.10)**

On motion of Director Murray and second by Vice Chair Swift, the Executive Committee voted unanimously by those present to:

1. Approve and authorize the Purchasing Manager to issue a sole source purchase order to Goodrich Corporation in the amount of \$89,432.50 (including sales tax) for the service and overhaul of one Goodrich helicopter rescue hoist as required.
2. Approve and authorize the Purchasing Manager to issue a second sole source purchase order to Goodrich Corporation for the overhaul of the remaining hoist so long as the service is needed, the pricing for the service remains the same and funding is available in the FY 2017/18 budget.

**G. Award of Bid JA2179 – Installation of Flight Director System (F: 19.10)**

On motion of Director Murray and second by Vice Chair Swift, the Executive Committee voted unanimously by those present to approve and authorize the Purchasing Manager to issue a purchase order to Rotorcraft Support in the amount of \$180,133.80 for the installation of flight director systems on both OCFA Bell 412EP helicopters.

**H. Blanket Order Contract Extensions – Fuel Contracts (F: 19.09H)**

On motion of Director Murray and second by Vice Chair Swift, the Executive Committee voted unanimously by those present to:

1. Approve and authorize the Purchasing Manager to renew the annual blanket order contract with Dion and Sons for diesel fuel supply services in an amount not to exceed \$900,000 annually, utilizing the County of Orange cooperative agreement through January 8, 2018.
2. Approve and authorize the Purchasing Manager to establish a new annual blanket order contract with Merrimac Petroleum Inc., for unleaded fuel supply services in an amount not to exceed \$280,000 annually, utilizing the recently awarded County of Orange cooperative agreement through July 31, 2021.
3. Approve and authorize the Purchasing Manager to renew the annual blanket order contract with U.S. Bank for the Voyager Card Program utilizing the State of California Participating Addendum in an amount not to exceed \$730,000 annually through December 31, 2018.

**I. Cooperative Contract – Blanket Order for Wireless Service and Hardware (F: 19.08A1)**

On motion of Director Murray and second by Vice Chair Swift, the Executive Committee voted unanimously by those present to:

1. Approve and authorize the Purchasing Manager to issue a blanket order contract to Verizon Wireless in the amount of \$665,000 annually, utilizing the NASPO/Valuepoint cooperative contract through June 30, 2019.



2. Approve and authorize the Purchasing Manager to increase the contract with Verizon Wireless for additional services as needed not-to-exceed 3% per year, provided that the cooperative agreement is in effect and funding is available.

**J. Request for Special Procurement For Rugged Cases, Vehicle Mounting & Charging Systems (F: 19.09D5)**

On motion of Director Murray and second by Vice Chair Swift, the Executive Committee voted unanimously by those present to:

1. Authorize the Purchasing Manager to issue a purchase order to iPort Enterprise Solutions utilizing the special procurement provision in the Purchasing Ordinance for the purchase of 310 rugged cases, vehicle mounting system, and inductive charging stations for OCFA vehicles and 15 in-station charging base stations for apple iPad PCR computer tablets in the amount not-to-exceed \$118,937.56 including shipping and sale tax.
2. Approve and authorize the Purchasing Manager to issue an annual Blanket Order to iPort Enterprise Solutions in the amount not-to-exceed \$25,000 per year for three years to purchase additional rugged cases, vehicle mounting systems, and charging systems as needed for replacements or to deploy additional iPads in OCFA apparatus and vehicles.

**K. Approval to Purchase Additional Microsoft Software Licenses (F: 19.08A2a)**

On motion of Director Murray and second by Vice Chair Swift, the Executive Committee voted unanimously by those present to approve and authorize the Purchasing Manager to issue a purchase order to PCMG, Inc. for the purchase of 309 additional Microsoft software licenses in the amount of \$113,991.73 (prorated for the remaining contract term ending July 31, 2018), contingent upon approval of the Mid-Year Budget.

**END OF CONSENT CALENDAR**

**4. DISCUSSION CALENDAR**

No items.

**COMMITTEE MEMBER COMMENTS (F: 12.02A4)**

Vice Chair Swift commented on the fire at station 61. She commended the firefighters who rescued the trapped individuals on the Sky Cabin ride at Knott's Berry Farm.

Director Murray commended the Urban Search and Rescue (US&R) team in the rescue of those trapped on the Sky Cabin ride at Knott's Berry Farm. He noted that efforts to secure federal funding has supported the OCFA's US&R team.

Director Spitzer noted that real-time cameras installed to monitor various waterways during the heavy rains were effective, and thanked staff for their diligence during the storms. He requested adding the discussion of equity to both the Executive Committee and Board of Directors future agendas.

**CLOSED SESSION**

No items.

**ADJOURNMENT** – Chair Hernandez adjourned the meeting at 4:37 p.m. The next regular meeting of the Executive Committee is scheduled for Thursday, February 23, 2017, at 5:30 p.m.

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



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee Meeting  
February 23, 2017

Agenda Item No. 3A  
Consent Calendar

**Monthly Investment Reports**

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**Contact(s) for Further Information**

Tricia Jakubiak, Treasurer Treasury & Financial Planning	<a href="mailto:triciajakubiak@ocfa.org">triciajakubiak@ocfa.org</a>	714.573.6301
Jane Wong, Assistant Treasurer	<a href="mailto:jane Wong@ocfa.org">jane Wong@ocfa.org</a>	714.573.6305

**Summary**

This agenda item is a routine transmittal of the monthly investment reports submitted to the Committee in compliance with the investment policy of the Orange County Fire Authority and with Government Code Section 53646.

**Prior Board/Committee Action**

**Budget and Finance Committee Recommendation: *APPROVE***

At its regular February 8, 2017, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

**RECOMMENDED ACTION(S)**

Receive and file the reports.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Not Applicable.

**Background**

Attached is the final monthly investment report for the month ended December 31, 2016. A preliminary investment report as of January 20, 2017, is also provided as the most complete report that was available at the time this agenda item was prepared.

**Attachment(s)**

Final Investment Report – December 2016/Preliminary Report – January 2017

# ***Orange County Fire Authority Monthly Investment Report***



***Final Report – December 2016***

***Preliminary Report – January 2017***



## ***Monthly Investment Report Table of Contents***

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***Orange County Fire Authority***

***Final Investment Report***

***December 31, 2016***



## **EXECUTIVE SUMMARY**

### ***Portfolio Activity & Earnings***

During the month of December 2016, the size of the portfolio increased significantly by \$74.6 million to \$208.2 million. Significant receipts for the month included the second and third apportionments of property taxes for a total of \$94.0 million and various cash contract payments, charges for current services and intergovernmental agency payments totaling \$15.7 million. Significant disbursements for the month included three biweekly payrolls (instead of the typical two per month) which were approximately \$10.2 million each with related benefits. Significant disbursements also included a payment of \$3.7 million to OCERS for additional UAAL (Unfunded Actuarial Accrued Liability) pay-down as approved in the Adopted Budget for FY2016/17. Total December cash outflows for operating expenditures and the UAAL pay-down amounted to approximately \$37.0 million. The portfolio's balance is expected to decrease significantly in the following month as there are no major receipts scheduled for January.

In December, the portfolio's yield to maturity (365-day equivalent) increased by 8 basis points to 0.66% while the effective rate of return declined by 2 basis points to 0.58% for the month and edged down by 1 basis point to 0.60% for the fiscal year-to-date. The average maturity of the portfolio shortened further by 15 days to 78 days to maturity. Since the Fed held off and has so far approved only one modest rate increase in December, interest earnings came in less than projected for the first half of the fiscal year.

### ***Economic News***

U.S. economic activity continued to pick up in December 2016. Employment conditions stayed solid, although the December jobs report came in slightly less than expected. There were a total of 156,000 new jobs created in December, and the unemployment rate edged up to 4.7% from 4.6% previously. Consumer confidence continued to climb in December, a post-election boost with a strong outlook for the job market. Retail sales were strong, but increased slightly less than expected. Both manufacturing and non-manufacturing activities continued expanding in December. The CPI (Consumer Price Index) was in line with expectations. Existing home sales declined slightly in December but ended the year at a strong level, exceeding prior year's total. Industrial production increased better than expected. The Fed is scheduled to meet on January 31 & February 1, and current expectations are that the Fed will likely have three rate increases in 2017.



### BENCHMARK COMPARISON AS OF DECEMBER 31, 2016

3 Month T-Bill: 0.51%

1 Year T-Bill: 0.87%

6 Month T-Bill: 0.64%

LAIF: 0.72%

OCFA Portfolio: 0.58%

### PORTFOLIO SIZE, YIELD, & DURATION

	<u>Current Month</u>	<u>Prior Month</u>	<u>Prior Year</u>
<i>Book Value-</i>	\$208,213,220	\$133,595,605	\$208,214,408
<i>Yield to Maturity (365 day)</i>	0.66%	0.58%	0.49%
<i>Effective Rate of Return</i>	0.58%	0.60%	0.40%
<i>Days to Maturity</i>	78	93	165





**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Summary**  
**December 31, 2016**

Orange County Fire Authority  
 1 Fire Authority Road  
 Irvine, Irvine, CA 92602  
 (714)573-6301

(See Note 1 on page 9)

(See Note 2 on page 9)

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM/C 360 Equiv.	YTM/C 365 Equiv.
Money Mkt Mutual Funds/Cash	13,210,207.75	13,210,207.75	13,210,207.75	6.37	1	1	0.001	0.001
Federal Agency Coupon Securities	39,000,000.00	38,968,380.00	39,032,763.36	18.81	1,091	305	1.239	1.256
Federal Agency Disc. -Amortizing	71,000,000.00	70,965,910.00	70,964,198.35	34.20	70	37	0.433	0.439
Treasury Discounts -Amortizing	20,000,000.00	19,977,200.00	19,976,722.23	9.63	92	81	0.508	0.515
Local Agency Investment Funds	64,293,001.91	64,255,957.76	64,293,001.91	30.99	1	1	0.709	0.719
<b>Investments</b>	<b>207,503,209.66</b>	<b>207,377,655.51</b>	<b>207,476,893.60</b>	<b>100.00%</b>	<b>238</b>	<b>78</b>	<b>0.650</b>	<b>0.659</b>
<b>Cash and Accrued Interest</b>								
Passbook/Checking (not included in yield calculations)	620,743.88	620,743.88	620,743.88		1	1	0.000	0.000
Accrued Interest at Purchase		10,000.00	10,000.00					
Subtotal		630,743.88	630,743.88					
<b>Total Cash and Investments</b>	<b>208,123,953.54</b>	<b>208,008,399.39</b>	<b>208,107,637.48</b>		<b>238</b>	<b>78</b>	<b>0.650</b>	<b>0.659</b>

Total Earnings	December 31 Month Ending	Fiscal Year To Date
Current Year	82,583.68	450,776.08
Average Daily Balance	169,012,279.27	148,284,456.66
Effective Rate of Return	0.58%	0.60%

"I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2016. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."

Patricia Jakubak, Treasurer

1/6/17

**Cash and Investments with GASB 31 Adjustment:**

Book Value of Cash & Investments before GASB 31 (Above)

\$ 208,107,637.48

GASB 31 Adjustment to Books (See Note 3 on page 9)

\$ 105,582.35

Total

\$ 208,213,219.83

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**December 31, 2016**

(See Note 1 on page 9) (See Note 2 on page 9)

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity	Maturity Date
<b>Money Mkt Mutual Funds/Cash</b>											
SYS528	528	Federated Treasury Obligations			13,210,207.75	13,210,207.75	13,210,207.75	0.001	0.001	1	
<b>Subtotal and Average</b>			<b>14,899,937.29</b>		<b>13,210,207.75</b>	<b>13,210,207.75</b>	<b>13,210,207.75</b>		<b>0.001</b>	<b>1</b>	
<b>Federal Agency Coupon Securities</b>											
3133EFJP3	869	Federal Farm Credit Bank Callable anytime		10/15/2015	10,000,000.00	9,981,000.00	10,000,000.00	1.100	1.054	652	10/15/2018
3134G7FK2	863	Fed Home Loan Mtg Corp		06/30/2015	9,000,000.00	8,988,480.00	9,000,000.00	1.100	1.065	446	03/23/2018
3136G3PX7	908	Fed Natl Mortg Assoc Callable 3-13-17		12/21/2016	10,000,000.00	10,000,700.00	10,008,231.71	1.750	1.542	71	12/13/2019
3130AAA40	902	Fed Home Loan Bank Callable 3-9-17		12/20/2016	10,000,000.00	10,018,200.00	10,024,531.65	2.000	1.345	67	03/09/2020
<b>Subtotal and Average</b>			<b>26,432,577.91</b>		<b>38,000,000.00</b>	<b>38,988,380.00</b>	<b>39,032,763.36</b>		<b>1.266</b>	<b>306</b>	
<b>Federal Agency Disc. -Amortizing</b>											
313385AS5	896	Fed Home Loan Bank		09/15/2016	5,000,000.00	4,999,250.00	4,999,155.56	0.380	0.391	16	01/17/2017
313385AS5	898	Fed Home Loan Bank		11/10/2016	10,000,000.00	9,998,500.00	9,998,486.67	0.345	0.355	16	01/17/2017
313385AS5	899	Fed Home Loan Bank		11/14/2016	7,000,000.00	6,998,950.00	6,998,926.67	0.345	0.355	16	01/17/2017
313385AN6	900	Fed Home Loan Bank		12/01/2016	9,000,000.00	8,999,010.00	8,998,830.00	0.390	0.401	12	01/13/2017
313385AS5	901	Fed Home Loan Bank		12/01/2016	10,000,000.00	9,998,500.00	9,998,444.45	0.350	0.360	16	01/17/2017
313385DL7	904	Fed Home Loan Bank		12/21/2016	10,000,000.00	9,988,400.00	9,988,041.67	0.525	0.540	82	03/24/2017
313385BA3	905	Fed Home Loan Bank		12/21/2016	10,000,000.00	9,997,700.00	9,996,733.33	0.490	0.504	24	01/25/2017
313385EA0	907	Fed Home Loan Bank		12/21/2016	10,000,000.00	9,985,600.00	9,985,600.00	0.540	0.556	96	04/07/2017
<b>Subtotal and Average</b>			<b>56,298,740.65</b>		<b>71,000,000.00</b>	<b>70,965,910.00</b>	<b>70,964,196.36</b>		<b>0.439</b>	<b>37</b>	
<b>Treasury Discounts -Amortizing</b>											
912796KT5	903	US Treasury Bill		12/21/2016	10,000,000.00	9,983,900.00	9,983,347.23	0.550	0.566	109	04/20/2017
912796KJ7	906	US Treasury Bill		12/21/2016	10,000,000.00	9,993,300.00	9,993,375.00	0.450	0.463	53	02/23/2017
<b>Subtotal and Average</b>			<b>7,088,021.51</b>		<b>20,000,000.00</b>	<b>19,977,200.00</b>	<b>19,976,722.23</b>		<b>0.515</b>	<b>81</b>	
<b>Local Agency Investment Funds</b>											
SYS336	336	Local Agency Invstmt Fund			64,293,001.91	64,255,957.76	64,293,001.91	0.719	0.719	1	
<b>Subtotal and Average</b>			<b>64,293,001.91</b>		<b>64,293,001.91</b>	<b>64,255,957.76</b>	<b>64,293,001.91</b>		<b>0.719</b>	<b>1</b>	
<b>Total and Average</b>			<b>169,012,279.27</b>		<b>207,603,209.66</b>	<b>207,377,655.51</b>	<b>207,476,893.60</b>		<b>0.669</b>	<b>78</b>	

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Cash**  
**December 31, 2016**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
<b>Money Mkt Mutual Funds/Cash</b>										
SYS10033	10033	Revolving Fund		07/01/2016	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2016	600,743.88	600,743.88	600,743.88		0.000	1
<b>Average Balance</b>			<b>0.00</b>	Accrued Interest at Purchase		10,000.00	10,000.00			1
				Subtotal		630,743.88	630,743.88			
<b>Total Cash and Investments</b>			<b>169,012,279.27</b>		<b>208,123,953.54</b>	<b>208,008,399.39</b>	<b>208,107,637.48</b>		<b>0.659</b>	<b>78</b>

**“We visualize problems and solutions  
through the eyes of those we serve.”**



**ORANGE COUNTY FIRE AUTHORITY**  
**Aging Report**  
**By Maturity Date**  
**As of January 1, 2017**

Orange County Fire Authority  
 1 Fire Authority Road  
 Irvine, Irvine, CA 92602  
 (714)573-6301

					Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval:	0 days	( 01/01/2017 - 01/01/2017 )	4 Maturities	0 Payments	78,123,953.54	37.54%	78,123,953.54	78,086,909.39
Aging Interval:	1 - 30 days	( 01/02/2017 - 01/31/2017 )	6 Maturities	0 Payments	51,000,000.00	24.50%	50,990,556.88	50,991,910.00
Aging Interval:	31 - 60 days	( 02/01/2017 - 03/02/2017 )	1 Maturities	0 Payments	10,000,000.00	4.80%	9,993,375.00	9,993,300.00
Aging Interval:	61 - 91 days	( 03/03/2017 - 04/02/2017 )	1 Maturities	0 Payments	10,000,000.00	4.80%	9,988,041.67	9,988,400.00
Aging Interval:	92 - 121 days	( 04/03/2017 - 05/02/2017 )	2 Maturities	0 Payments	20,000,000.00	9.60%	19,968,947.23	19,969,500.00
Aging Interval:	122 - 152 days	( 05/03/2017 - 06/02/2017 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	153 - 183 days	( 06/03/2017 - 07/03/2017 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	184 - 274 days	( 07/04/2017 - 10/02/2017 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	275 - 365 days	( 10/03/2017 - 01/01/2018 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	366 - 1095 days	( 01/02/2018 - 01/01/2020 )	3 Maturities	0 Payments	29,000,000.00	13.94%	29,008,231.71	28,950,180.00
Aging Interval:	1096 - 1825 days	( 01/02/2020 - 12/31/2021 )	1 Maturities	0 Payments	10,000,000.00	4.82%	10,024,531.65	10,018,200.00
Aging Interval:	1826 days and after	( 01/01/2022 - )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for			18 Investments	0 Payments		100.00	208,097,637.48	207,998,399.39



**NOTES TO PORTFOLIO MANAGEMENT REPORT**

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The MUFG Union Bank (formerly Union Bank) Trust Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year end. The adjustment for June 30, 2016 includes an increase of \$39,825 to the LAIF investment and an increase of \$65,757 to the remaining investments.
- Note 4: The Federated Treasury Obligations money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks, yet allow that liquidity to be invested while payment of the outstanding checks is pending.



## ***Local Agency Investment Fund (LAIF)***

As of December 31, 2016, OCFA has \$64,293,002 invested in LAIF. The fair value of OCFA's LAIF investment is calculated using a participant fair value factor provided by LAIF on a quarterly basis. The fair value factor as of December 31, 2016 is 0.999423823. When applied to OCFA's LAIF investment, the fair value is \$64,255,958 or (\$37,044) below cost. Although the fair value of the LAIF investment is lower than cost, OCFA can withdraw the actual amount invested at any time.

LAIF is included in the State Treasurer's Pooled Money Investment Account (PMIA) for investment purposes. The PMIA market valuation at December 31, 2016 is included on the following page.



**State of California**  
**Pooled Money Investment Account**  
**Market Valuation**  
**12/31/2016**

Description	Carrying Cost Plus		Fair Value	Accrued Interest
	Accrued Interest	Amortized Cost		
1* United States Treasury:				
Bills	\$ 11,446,490,727.80	\$ 11,469,093,813.84	\$ 11,466,957,500.00	NA
Notes	\$ 21,240,182,012.60	\$ 21,237,355,143.84	\$ 21,210,171,500.00	\$ 32,928,180.00
1* Federal Agency:				
SBA	\$ 792,593,999.73	\$ 792,573,777.77	\$ 785,274,949.19	\$ 502,068.60
MBS-REMICs	\$ 49,039,552.21	\$ 49,039,552.21	\$ 51,627,495.79	\$ 231,374.63
Debentures	\$ 1,025,076,967.25	\$ 1,025,067,245.03	\$ 1,021,615,500.00	\$ 2,160,598.00
Debentures FR	\$ -	\$ -	\$ -	\$ -
Discount Notes	\$ 7,173,459,944.34	\$ 7,187,429,402.88	\$ 7,187,637,000.00	NA
GNMA	\$ -	\$ -	\$ -	\$ -
1* Supranational Debentures	\$ 299,974,475.25	\$ 299,974,475.25	\$ 298,367,000.00	\$ 713,263.50
1* Supranational Debentures FR	\$ 50,000,000.00	\$ 50,000,000.00	\$ 49,988,000.00	\$ 108,611.11
2* CDs and YCDs FR	\$ 300,000,000.00	\$ 300,000,000.00	\$ 300,000,000.00	\$ 457,592.31
2* Bank Notes	\$ 600,000,000.00	\$ 600,000,000.00	\$ 599,926,626.16	\$ 2,316,861.11
2* CDs and YCDs	\$ 10,750,000,000.00	\$ 10,750,000,000.00	\$ 10,746,696,134.35	\$ 23,101,888.89
2* Commercial Paper	\$ 6,584,098,055.50	\$ 6,591,520,541.63	\$ 6,591,285,159.72	NA
1* Corporate:				
Bonds FR	\$ -	\$ -	\$ -	\$ -
Bonds	\$ -	\$ -	\$ -	\$ -
1* Repurchase Agreements	\$ -	\$ -	\$ -	\$ -
1* Reverse Repurchase	\$ -	\$ -	\$ -	\$ -
Time Deposits	\$ 5,286,440,000.00	\$ 5,286,440,000.00	\$ 5,286,440,000.00	NA
AB 55 & GF Loans	\$ 8,135,851,000.00	\$ 8,135,851,000.00	\$ 8,135,851,000.00	NA
<b>TOTAL</b>	<b>\$ 73,733,206,734.68</b>	<b>\$ 73,774,344,952.45</b>	<b>\$ 73,731,837,865.21</b>	<b>\$ 62,520,438.15</b>

Fair Value Including Accrued Interest

\$ 73,794,358,303.36

\* Governmental Accounting Standards Board (GASB) Statement #72

Repurchase Agreements, Time Deposits, AB 55 & General Fund loans, and Reverse Repurchase agreements are carried at portfolio book value (carrying cost).

The value of each participating dollar equals the fair value divided by the amortized cost (0.999423823). As an example: if an agency has an account balance of \$20,000,000.00, then the agency would report its participation in the LAIF valued at \$19,988,476.46 or \$20,000,000.00 x 0.999423823.





***Orange County Fire Authority***  
***Preliminary Investment Report***  
***January 20, 2017***



**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Summary**  
**January 20, 2017**

Orange County Fire Authority  
 1 Fire Authority Road  
 Irvine, Irvine, CA 92602  
 (714)573-6301

(See Note 1 on page 18)

(See Note 2 on page 18)

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM/C 360 Equiv.	YTM/C 365 Equiv.
Money Mkt Mutual Funds/Cash	6,346,979.62	6,346,979.62	6,346,979.62	3.59	1	1	0.001	0.001
Federal Agency Coupon Securities	39,000,000.00	38,964,510.00	39,023,261.58	22.08	1,091	285	1.239	1.256
Federal Agency Disc. -Amortizing	47,000,000.00	46,963,090.00	46,961,290.00	26.57	78	56	0.520	0.527
Treasury Discounts -Amortizing	20,000,000.00	19,984,000.00	19,982,277.78	11.31	92	61	0.508	0.515
Local Agency Investment Funds	64,402,032.95	64,364,925.98	64,402,032.95	36.44	1	1	0.709	0.719
<b>Investments</b>	<b>176,749,012.57</b>	<b>176,623,505.60</b>	<b>176,715,841.93</b>	<b>100.00%</b>	<b>272</b>	<b>85</b>	<b>0.728</b>	<b>0.738</b>
<b>Cash and Accrued Interest</b>								
Passbook/Checking (not included in yield calculations)	653,034.35	653,034.35	653,034.35		1	1	0.000	0.000
Accrued Interest at Purchase		10,000.00	10,000.00					
Subtotal		663,034.35	663,034.35					
<b>Total Cash and Investments</b>	<b>177,402,046.92</b>	<b>177,286,539.95</b>	<b>177,378,876.28</b>		<b>272</b>	<b>85</b>	<b>0.728</b>	<b>0.738</b>

Total Earnings	January 20 Month Ending	Fiscal Year To Date
Current Year	69,769.17	520,545.25
Average Daily Balance	204,134,781.13	153,759,978.66
Effective Rate of Return	0.62%	0.61%

"I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2017. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."

Patricia Jakubiak, Treasurer

**Cash and Investments with GASB 31 Adjustment:**

Book Value of Cash & Investments before GASB 31 (Above)

\$ 177,378,876.28

GASB 31 Adjustment to Books (See Note 3 on page 18)

\$ 105,582.35

Total

\$ 177,484,458.63

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**January 20, 2017**

(See Note 1 on page 18) (See Note 2 on page 18)

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity	Maturity Date
<b>Money Mkt Mutual Funds/Cash</b>											
SYS528	528	Federated Treasury Obligations			6,346,979.62	6,346,979.62	6,346,979.62	0.001	0.001	1	
<b>Subtotal and Average</b>			<b>15,720,693.73</b>		<b>6,346,979.62</b>	<b>6,346,979.62</b>	<b>6,346,979.62</b>		<b>0.001</b>	<b>1</b>	
<b>Federal Agency Coupon Securities</b>											
3133EFJP3	869	Federal Farm Credit Bank	Callable Anytime	10/15/2015	10,000,000.00	9,962,400.00	10,000,000.00	1.100	1.054	632	10/15/2018
3134G7FK2	863	Fed Home Loan Mtg Corp		06/30/2015	9,000,000.00	8,989,110.00	9,000,000.00	1.100	1.065	426	03/23/2018
3136G3PX7	908	Fed Natl Mortg Assoc	Callable 3-13-17	12/21/2016	10,000,000.00	10,000,300.00	10,005,945.12	1.750	1.542	51	12/13/2019
3130AAA40	902	Fed Home Loan Bank	Callable 3-9-17	12/20/2016	10,000,000.00	10,012,700.00	10,017,316.46	2.000	1.345	47	03/09/2020
<b>Subtotal and Average</b>			<b>39,027,774.92</b>		<b>39,000,000.00</b>	<b>38,964,610.00</b>	<b>39,023,261.68</b>		<b>1.266</b>	<b>285</b>	
<b>Federal Agency Disc. -Amortizing</b>											
313385DL7	904	Fed Home Loan Bank		12/21/2016	10,000,000.00	9,991,300.00	9,990,958.33	0.525	0.540	62	03/24/2017
313385BA3	905	Fed Home Loan Bank		12/21/2016	10,000,000.00	9,998,800.00	9,998,455.56	0.490	0.504	4	01/25/2017
313385EA0	907	Fed Home Loan Bank		12/21/2016	10,000,000.00	9,989,300.00	9,988,600.00	0.540	0.556	76	04/07/2017
313385BS4	909	Fed Home Loan Bank		01/13/2017	8,000,000.00	7,998,080.00	7,997,911.11	0.470	0.483	20	02/10/2017
313385FU5	910	Fed Home Loan Bank		01/19/2017	9,000,000.00	8,984,610.00	8,984,365.00	0.530	0.546	118	05/18/2017
<b>Subtotal and Average</b>			<b>65,070,159.27</b>		<b>47,000,000.00</b>	<b>46,963,090.00</b>	<b>46,961,290.00</b>		<b>0.627</b>	<b>56</b>	
<b>Treasury Discounts -Amortizing</b>											
912796KT5	903	US Treasury Bill		12/21/2016	10,000,000.00	9,988,000.00	9,986,402.78	0.550	0.566	89	04/20/2017
912796KJ7	906	US Treasury Bill		12/21/2016	10,000,000.00	9,996,000.00	9,995,875.00	0.450	0.463	33	02/23/2017
<b>Subtotal and Average</b>			<b>19,979,638.89</b>		<b>20,000,000.00</b>	<b>19,984,000.00</b>	<b>19,982,277.78</b>		<b>0.515</b>	<b>61</b>	
<b>Local Agency Investment Funds</b>											
SYS336	336	Local Agency Investmt Fund			64,402,032.95	64,364,925.98	64,402,032.95	0.719	0.719	1	
<b>Subtotal and Average</b>			<b>64,336,614.33</b>		<b>64,402,032.95</b>	<b>64,364,925.98</b>	<b>64,402,032.95</b>		<b>0.719</b>	<b>1</b>	
<b>Total and Average</b>			<b>204,134,781.13</b>		<b>176,749,012.57</b>	<b>176,623,506.60</b>	<b>176,715,841.93</b>		<b>0.738</b>	<b>86</b>	

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Cash**  
**January 20, 2017**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
<b>Money Mkt Mutual Funds/Cash</b>										
SYS10033	10033	Revolving Fund		07/01/2016	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2016	633,034.35	633,034.35	633,034.35		0.000	1
<b>Average Balance</b>			<b>0.00</b>	Accrued Interest at Purchase		10,000.00	10,000.00			1
				Subtotal		663,034.35	663,034.35			
<b>Total Cash and Investments</b>			<b>204,134,781.13</b>		<b>177,402,046.92</b>	<b>177,286,539.95</b>	<b>177,378,876.28</b>		<b>0.738</b>	<b>85</b>

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**ORANGE COUNTY FIRE AUTHORITY**  
**Aging Report**  
**By Maturity Date**  
**As of January 21, 2017**

Orange County Fire Authority  
 1 Fire Authority Road  
 Irvine, CA 92602  
 (714)573-6301

				Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval: 0 days	( 01/21/2017 - 01/21/2017 )	4 Maturities	0 Payments	71,402,046.92	40.26%	71,402,046.92	71,364,939.95
Aging Interval: 1 - 30 days	( 01/22/2017 - 02/20/2017 )	2 Maturities	0 Payments	18,000,000.00	10.15%	17,997,366.67	17,997,880.00
Aging Interval: 31 - 60 days	( 02/21/2017 - 03/22/2017 )	1 Maturities	0 Payments	10,000,000.00	5.64%	9,995,875.00	9,996,000.00
Aging Interval: 61 - 91 days	( 03/23/2017 - 04/22/2017 )	3 Maturities	0 Payments	30,000,000.00	16.89%	29,965,961.11	29,968,600.00
Aging Interval: 92 - 121 days	( 04/23/2017 - 05/22/2017 )	1 Maturities	0 Payments	9,000,000.00	5.07%	8,984,365.00	8,984,610.00
Aging Interval: 122 - 152 days	( 05/23/2017 - 06/22/2017 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 153 - 183 days	( 06/23/2017 - 07/23/2017 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 184 - 274 days	( 07/24/2017 - 10/22/2017 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 275 - 365 days	( 10/23/2017 - 01/21/2018 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 366 - 1095 days	( 01/22/2018 - 01/21/2020 )	3 Maturities	0 Payments	29,000,000.00	16.35%	29,005,945.12	28,951,810.00
Aging Interval: 1096 - 1825 days	( 01/22/2020 - 01/20/2022 )	1 Maturities	0 Payments	10,000,000.00	5.65%	10,017,316.46	10,012,700.00
Aging Interval: 1826 days and after	( 01/21/2022 - )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for		15 Investments	0 Payments		100.00	177,368,876.28	177,276,539.95



**NOTES TO PORTFOLIO MANAGEMENT REPORT**

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The MUFG Union Bank Trust Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year end. The adjustment for June 30, 2016 includes an increase of \$39,825 to the LAIF investment and an increase of \$65,757 to the remaining investments.
- Note 4: The Federated Treasury Obligations money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks, yet allow that liquidity to be invested while payment of the outstanding checks is pending.

## GLOSSARY

### INVESTMENT TERMS

**Basis Point.** Measure used in quoting yields on bonds and notes. One basis point is .01% of yield.

**Book Value.** This value may be the original cost of acquisition of the security, or original cost adjusted by the amortization of a premium or accretion of a discount. The book value may differ significantly from the security's current value in the market.

**Commercial Paper.** Unsecured short-term promissory notes issued by corporations, with maturities ranging from 2 to 270 days; may be sold on a discount basis or may bear interest.

**Coupon Rate.** Interest rate, expressed as a percentage of par or face value, that issuer promises to pay over lifetime of debt security.

**Discount.** The amount by which a bond sells under its par (face) value.

**Discount Securities.** Securities that do not pay periodic interest. Investors earn the difference between the discount issue price and the full face value paid at maturity. Treasury bills, bankers' acceptances and most commercial paper are issued at a discount.

**Effective Rate of Return.** Rate of return on a security, based on its purchase price, coupon rate, maturity date, and the period between interest payments.

**Federal Agency Securities.** Securities issued by agencies such as the Federal National Mortgage Association and the Federal Farm Credit Bank. Though not general obligations of the US Treasury, such securities are sponsored by the government and therefore have high credit ratings. Some are issued on a discount basis and some are issued with coupons.

**Federal Funds.** Funds placed in Federal Reserve banks by depository institutions in excess of current reserve requirements. These depository institutions may lend fed funds to each other overnight or on a longer basis. They may also transfer funds among each other on a same-day basis through the Federal Reserve banking system. Fed Funds are considered to be immediately available funds.

**Fed Funds Rate.** The interest rate charged by one institution lending federal funds to another.

**Federal Open Market Committee.** The branch of the Federal Reserve Board that determines the direction of monetary policy.

**Local Agency Investment Fund (LAIF).** A California State Treasury fund which local agencies may use to deposit funds for investment and for reinvestment with a maximum of \$50 million for any agency (*excluding bond funds, which have no maximum*). It offers high liquidity because



deposits can be converted to cash in 24 hours and no interest is lost. Interest is paid quarterly and the State's administrative fee cannot to exceed 1/4 of a percent of the earnings.

**Market value.** The price at which the security is trading and could presumably be purchased or sold.

**Maturity Date.** The specified day on which the issuer of a debt security is obligated to repay the principal amount or face value of security.

**Money Market Mutual Fund.** Mutual funds that invest solely in money market instruments (short-term debt instruments, such as Treasury bills, commercial paper, bankers' acceptances, repurchase agreements and federal funds).

**Par.** Face value or principal value of a bond typically \$1,000 per bond.

**Rate of Return.** The amount of income received from an investment, expressed as a percentage. A *market rate of return* is the yield that an investor can expect to receive in the current interest-rate environment utilizing a buy-and-hold to maturity investment strategy.

**Treasury Bills.** Short-term U.S. government non-interest bearing debt securities with maturities of no longer than one year. The yields on these bills are monitored closely in the money markets for signs of interest rate trends.

**Treasury Notes.** Intermediate U.S. government debt securities with maturities of one to 10 years.

**Treasury bonds.** Long-term U.S. government debt securities with maturities of 10 years or longer.

**Yield.** Rate of return on a bond.

**Yield-to-maturity.** Rate of return on a bond taking into account the total annual interest payments, the purchase price, the redemption value and the amount of time remaining until maturity.

### ECONOMIC TERMS

**Conference Board Consumer Confidence Index** A survey that measures how optimistic or pessimistic consumers are with respect to the economy in the near future.

**Consumer Price Index (CPI).** A measure that examines the weighted average of prices of a basket of consumer goods and services, such as transportation, food and medical care. Changes in CPI are used to assess price changes associated with the cost of living.

**Durable Goods Orders.** An economic indicator released monthly that reflects new orders placed with domestic manufacturers for delivery of factory durable goods such as autos and appliances in the near term or future.

**Gross Domestic Product.** The monetary value of all the finished goods and services produced within a country's borders in a specific time period. It includes all of private and public consumption, government outlays, investments and exports less imports that occur within a defined territory.

**Industrial Production.** An economic indicator that is released monthly by the Federal Reserve Board. The indicator measures the amount of output from the manufacturing, mining, electric and gas industries.

**ISM Institute for Supply Management (ISM) Manufacturing Index.** A monthly index that monitors employment, production inventories, new orders and supplier deliveries.

**ISM Non-manufacturing Index.** An index based on surveys of non-manufacturing firms' purchasing and supply executives. It tracks economic data for the service sector.

**Leading Economic Index.** A monthly index used to predict the direction of the economy's movements in the months to come. The index is made up of 10 economic components, whose changes tend to precede changes in the overall economy.

**National Federation of Independent Business Small Business Optimism Index.** An index based on surveys of small business owners' plans and expectations regarding employment, capital, inventories, economic improvement, credit conditions, expansion, and earnings trends in the near term or future.

**Producer Price Index.** An index that measures the average change over time in the selling prices received by domestic producers for their output.

**University of Michigan Consumer Sentiment Index.** An index that measures the overall health of the economy as determined by consumer opinion. It takes into account an individual's feelings toward his or her own current financial health, the health of the economy in the short term and the prospects for longer term economic growth.



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee Meeting  
February 23, 2017

Agenda Item No. 3B  
Consent Calendar

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**Second Quarter Financial Newsletter**

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**Contact(s) for Further Information**

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**Summary**

This routine agenda item is submitted to provide information regarding revenues and expenditures in the General Fund and the Capital Improvement Program Funds through the second quarter of FY 2016/17.

**Prior Board/Committee Action**

**Budget and Finance Committee Recommendation: *APPROVE***

At its regular February 8, 2017, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

**RECOMMENDED ACTION(S)**

Receive and file the report.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Not Applicable.

**Background**

The Quarterly Financial Newsletter provides information about the General Fund's top five revenue sources as well as expenditures by department and by type. Revenues and expenditures for the Capital Improvement Program (CIP) funds are also included. Revenues and expenditures for the General and CIP Funds are within budgetary expectations for this reporting period. Any notable items are detailed in the attached newsletter.

**Attachment(s)**

Second Quarter Financial Newsletter – July to December 2016



# Orange County Fire Authority

## Second Quarter Financial Newsletter – July 2016 to December 2016

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### **OVERVIEW**

This report covers fiscal activities in the General Fund and CIP Funds through the second quarter of Fiscal Year 2016/17. Budget figures include all budget adjustments authorized by the Board through the end of the second quarter.

### **GENERAL FUND**

With 50% of the year completed, General Fund revenues are 55.1% of budget and expenditures are 50.2% as shown below:

General Fund	YTD Actual	Budget	Percent
Revenues	193,244,603	350,467,516	55.1%
Expenditures	162,875,132	324,516,291	50.2%

**Top Five Revenues.** The analysis presented below compares the five largest revenue categories received through the second quarter, as compared to the budgetary estimate for this point in the fiscal year. Categories in which the variance is exceeded by 10% or \$1 million, are discussed below the table.

Top Five Revenues	YTD Actual Receipts	Trended Budget Estimate	Variance: Actual to Estimate in Dollars	% Variance
Property Taxes	122,817,122	119,157,373	3,659,749	3%
Cash Contracts	51,753,810	51,581,295	172,515	0%
State Reimbursements	9,327,293	6,100,000	3,227,293	35%
Miscellaneous	3,524,947	1,000,000	2,524,947	72%
Community Risk Reduction Fees	2,875,860	2,924,902	(49,042)	-2%
<b>Total</b>	<b>190,299,032</b>	<b>180,763,570</b>	<b>9,535,462</b>	<b>5%</b>

- **Property Taxes:** This category is trending higher than budget estimates by 3%, or approximately \$3.7 million; this will be adjusted at Mid-Year.
- **State Reimbursements.** This category is trending higher than budget estimates by 35%, or approximately \$3.2 million, due to greater emergency activity. This category will be included in the Mid-Year Budget adjustment.
- **Miscellaneous.** Revenues in this category exceed budget estimates by 72% or \$2.5 million. This is due to OCFA receiving a payment from the OCPFA Firefighter Medical Trust Fund, when their revenues exceed ongoing health care premium expenditures, as required by the Agreement. This will be adjusted at Mid-Year.

**Expenditures.** The analysis presented on the following page compares the actual expenditures through the second quarter, as compared to the budgetary estimate for this point in the fiscal year. Categories in which the variance is exceeded by 10% or \$1 million, are discussed below the table.

Expenditures by Department	YTD Actual Expenditures	Trended Budget Estimate	Variance: Actual to Estimate in Dollars	% Variance
Business Services	8,961,679	9,511,817	(550,138)	-6%
Community Risk Reduction	7,619,015	6,688,117	930,898	12%
Executive Management	1,772,444	1,874,006	(101,562)	-6%
Operations	126,180,615	112,104,203	14,076,412	11%
Organizational Planning	5,769,909	5,910,444	(140,535)	-2%
Support Services	12,571,470	12,214,150	357,320	3%
<b>Total</b>	<b>162,875,132</b>	<b>148,302,736</b>	<b>14,572,396</b>	<b>9%</b>

*Totals may not equal the sum of components, or Authority-wide totals, due to rounding*

- **Community Risk Reduction.** This department is trending higher than budget estimates by 1%, or approximately \$931,000. This is primarily a result of overtime expenditures for Emergency activity. This is reimbursable to OCFA and will be adjusted at Mid-year.
- **Operations.** This department is trending higher than budget estimates by 11% or approximately \$14.0 million. This is due to salary and benefits expenditures for overtime, and MOU increases. Overtime expenditures are largely for Emergency activity and will be reimbursed to OCFA and adjusted at Mid-Year.

Expenditures by type are outlined below, with exception details below:

Expenditures by Type	YTD Actual Expenditures	Trended Budget Estimate	Variance: Actual to Estimate in Dollars	% Variance
Salary & Employee Benefits	150,517,340	135,292,772	15,224,568	10%
Services and Supplies	12,212,225	12,653,513	(441,288)	-4%
Equipment	145,567	356,451	(210,884)	-145%
Tran Interest Expense	-	-	-	N/A
<b>Total</b>	<b>162,875,132</b>	<b>148,302,736</b>	<b>14,572,396</b>	<b>9%</b>

*Totals may not equal the sum of components, or Authority-wide totals, due to rounding*

- **Salary & Employee Benefits.** This category is trending higher than budget estimates by approximately \$15.2 million or 10%. This is due to salary and benefits expenditures for overtime, and MOU increases. Overtime expenditures are largely for Emergency activity and will be reimbursed to OCFA and adjusted at Mid-Year.
- **Equipment.** Actual expenditures through the second quarter finished approximately \$211,000 or 145% under budget. Departments are spending less than expected in equipment due to the timing of projects.

## **CIP FUNDS**

The following summarizes revenues and expenditures for the Capital Improvement Program funds. Any variances are noted as follows:

### **General Fund CIP**

Fund 12110	YTD Actual	Budget	Percent
Expenditures	567,683	5,991,410	10%

- This Fund receives transfers from the General Fund as its revenue source.
- Expenditures include: pagers, PCs and laptops, mobile data computer systems, network servers, digital ortho photography, GIS equipment, and similar IT related maintenance or replacement equipment. Approximately \$4.2 million in projects in this fund were carried over to FY 2016/17, including the \$3.8 million Defibrillator project, which is anticipated for contract award during the third quarter of the fiscal year.

### **Fire Stations and Facilities**

Fund 123	YTD Actual	Budget	Percent
Revenue	795,359	230,774	344.6%
Expenditures	415,338	9,113,686	4.6%

- Revenues exceed the budget due to the receipt of unbudgeted developer contributions as well as bankruptcy loss recovery.
- Appropriations included funding for replacement of Fire Station 10, US&R warehouse improvements, and the RFOTC power circuit extension which was rebudgeted to FY 2016/17. Expenditures through the second quarter include US&R warehouse improvements and RFOTC power circuit extension costs.

### **Communications & Info. Systems Replacement**

Fund 124	YTD Actual	Budget	Percent
Revenue	250,393	330,104	75.9%
Expenditures	7,277,499	11,204,599	65.0%

- Revenues are comprised of bankruptcy loss recovery proceeds and interest.
- Appropriations included funding for Audio-Video Digital Media Archive, 800 Mhz System Replacement, Next Generation CAD2CAD, and the Records Management Project. Approximately \$1.6 million in projects were carried over to FY 2016/17, including Audio Video Equipment Upgrades and portions of the Records Management Project. Expenditures through the second quarter include 800 MHz System Replacement and audio video equipment upgrade costs.

**Fire Apparatus**

Fund 133	YTD Actual	Budget	Percent
Revenue	937,034	1,645,204	57.0%
Expenditures	15,574,202	19,783,394	78.7%

- Actual revenue includes the quarterly Cash Contract payments for vehicle depreciation.
- Expenditures include two lease payments on the helicopters as well as the purchase of ten Type I Engines, nine Chevy Colorado trucks, and six 100' TDA Quints. Approximately \$7.2 million in vehicle projects were carried over to FY 2016/17, including four Type 1 engines, and two TDA 100' Quints.

**SUMMARY**

***For more information.*** This summary is based on detailed information from our financial system. If you would like more information or have any questions about the report, please contact Deborah Gunderson, Budget Manager at 714-573-6302, or Tricia Jakubiak, Treasurer at 714-573-6301.



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee Meeting  
February 23, 2017

Agenda Item No. 3C  
Consent Calendar

**Award of RFP JA2148**  
**Cardiac Monitor/Defibrillators and Automated External Defibrillators**

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**Contact(s) for Further Information**

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Operations Department

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Emergency Medical Services

**Summary**

This agenda item is submitted for approval to award a contract to Zoll Medical Corporation, the number one ranked firm in the Request for Proposals (RFP) process, for the purchase of cardiac monitors/defibrillators and automated external defibrillators (AED), including necessary supplies and accessories for a five-year term.

**Prior Board/Committee Action(s)**

On July 28, 2016, the Executive Committee approved the sole source purchase of the extended warranty service to provide on-site repair and maintenance services for the current fleet of Zoll E-Series Advanced Life Support (ALS) monitors during the solicitation process.

**RECOMMENDED ACTION(S)**

1. Authorize the Purchasing Manager to issue a purchase order for the initial purchase of 120 cardiac monitor units and 180 AED units including accessories and supplies to Zoll Medical Corporation, in the amount of \$3,128,247.20 (amount includes trade in credit of \$917,045 and end of year incentive discount of \$175,000 if purchase order is issued by 3/31/2017).
2. Authorize the Purchasing Manager to issue a blanket order for a five-year term to Zoll Medical Corporation, for the as-needed purchase of consumable supplies and accessories for a not-to-exceed amount of \$1,426,304.60 over the five-year term (\$285,260.92 annually).
3. Authorize the Purchasing Manager to utilize the contract pricing for future budgeted purchases of cardiac monitors and AED units during the five-year term so long as the pricing is based on the Best and Final Offer pricing, which Zoll Medical Corporation has agreed to hold throughout the term of the contract.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Funding for the initial purchase is included in the approved FY 2016/17 budget. Significant savings have been realized for this purchase as a result of completing a competitive RFP process, and as further evidenced by the additional discounts offered during the Best and Final Offer portion of the process.



## **Background**

On January 28, 2010, the OCFA Board of Directors approved the sole source purchase of Zoll Medical Corporation E-Series cardiac monitor/defibrillators (monitors). These portable medical devices are used to provide ALS services during medical incidents to evaluate a patient's heart rhythm, blood pressure, blood oxygenation and carbon dioxide levels, and if necessary, deliver an electric counter-shock to restore a viable heart rhythm. Most manufacturers of cardiac monitors recommend replacement every five to six years. The current fleet of monitors was purchased seven years ago, and are due for replacement. The plan to replace all monitors began in 2015. The timing of this plan was based on the warranty provided with the initial purchase, the average life expectancy of the monitors, as well as changing medical technology and treatment protocols.

### ***Past Sole Source Justification vs. Current Competitive Solicitation***

In 2010, purchase of the monitors was justified as a sole source purchase due to patented technology held by Zoll. The patented technology was known as "See-Through CPR," which allowed paramedics to determine the patient's cardiac rhythm without interrupting chest compressions. At the time, the American Heart Association emphasized the importance of delivering consistent CPR with few interruptions to improve the chance of survival in cardiac arrest victims.

As we began to plan for replacement of the monitors in 2015, based on the current market and the evolution of recommended treatment protocols, the Fire Chief, Purchasing, and Emergency Medical Services staff determined that it would be best to conduct a competitive Request for Proposal (RFP) process. The initial solicitation was released on October 29, 2015; however, during the course of the RFP evaluation, it was determined that the specifications may have been overly restrictive and under the advisement from legal counsel, staff rejected all proposals and began working to revise the specifications.

### ***2016 RFP Process***

On July 15, 2016, RFP JA2148 was issued for the purchase of cardiac monitors/defibrillators and AEDs. The solicitation included preventative maintenance, repair/replacement options, extended warranty, consumable supplies, and accessories. Representatives from three manufacturers attended the non-mandatory pre-proposal meeting and only these three firms (Zoll Medical Corporation, Philips Healthcare, and Physio-Control, Inc.) submitted proposals on or before the August 18, 2016, deadline. Additional information about the evaluation process is provided in Attachment 1.

### ***Conclusion***

Based upon the evaluation results and the Best and Final Offer, staff is recommending award of contract to Zoll Medical Corporation for the initial purchase of new cardiac monitors and AED units in the amount of \$3,128,247.20 (amount includes trade in credit of \$917,045 and end of year incentive of \$175,000). Staff is also requesting approval to establish an annual blanket order contract for the as-needed purchase of supplies and accessories in the amount of \$285,260.92 annually or \$1,426,304.60 for a five-year period. In addition, staff is requesting approval to utilize the contract pricing for the purchase of any additional cardiac monitors and AED units that are budgeted during the five-year term based on the pricing provided in the best and final offer.

## **Attachment(s)**

1. Summary of Evaluation Process and Results
2. RFP JA2148 Solicitation Document (on file in the Office of the Clerk and available upon request)
3. Zoll Medical Corporation Proposal Submission (on file in the Office of the Clerk and available upon request)

**Orange County Fire Authority**  
**JA2148 - Cardiac Monitor/Defibrillators and AEDs**

***Evaluation***

An evaluation team consisting of two staff members from EMS, one nurse educator, and one firefighter/paramedic, evaluated the written proposals. Each proposal was evaluated based on the criteria and point structure as defined in the RFP: statement of qualifications (15), project approach/scope of work (20), technical specifications (25), FDA documentation and history (5), overall responsiveness (5), and proposed cost (30). All three companies were invited to participate in an interview/product demonstration (25) and equipment field trial (25) for their proposed equipment. Two person teams from fire stations 22, 36, and 48 were assigned to evaluate each monitor during the field trial. Each vendor provided one monitor that was rotated between the three teams over the course of two months. All three teams received individual training directly from each manufacturer immediately followed by five shifts to evaluate the use of the monitor while in-service. Monitors were evaluated in the field based on criteria that included: cardiac monitoring, 12-leads, CPR, defibrillation/cardioversion, cardiac pacing, ETCO<sub>2</sub>, pulse oximetry, non-invasive blood pressure, data transfer/upload to ePCR, body, batteries, screen, case, overall, and in-service field training. Upon completion of the field trial, best and final offers were requested from the two highest ranking firms, Zoll Medical Corporation and Philips Healthcare.

***Best and Final Offers***

As a result of the Best and Final Offer request, Philips Healthcare's original proposed pricing remained the same for the first year's purchase, however, pricing discounts of 45% off of current list price on hardware (MRx and AEDs) and 35% off current list price on all supplies were extended for years two through five of the contract.

As a result of the Best and Final Offer request, Zoll Medical's original proposed unit pricing remained the same, however, Zoll has agreed to hold all pricing, including the X-Series monitors and all supplies, throughout the five-year term of the agreement. In addition, Zoll has offered to include three months' worth of supplies, at no charge to OCFA, for the four new supply items required with the initial order of X-Series. This equates to a savings of \$55,072.51. The end of year incentive discount was increased from \$155,000 to \$175,000 if a purchase order is issued by March 31, 2017. Zoll's proposal also includes the use of nine (9) similarly configured X-Series monitors, at no cost to OCFA, for the term of the contract. These additional devices would be used as loaner equipment immediately available for the purpose of minimizing downtime in situations where service related issues with a device occur. This is an added value of approximately \$344,430.00 to OCFA.

***Scoring***

Final evaluation scores, including BAFO pricing, resulted in Zoll Medical Corporation (offering the X-Series monitor) as the overall number one ranked firm, as shown on the following pages.

**Orange County Fire Authority**  
**JA2148 - Cardiac Monitor/Defibrillators and AEDs**

***Evaluation Scoring Summary***

	<b>Zoll Medical Corporation X-SERIES</b>				<b>Philips Healthcare HEARTSTART MRX</b>				<b>Physio-Control, Inc. LIFEPAK 15</b>			
Total Proposal Cost	\$3,413,508.12 BAFO pricing				\$3,439,437.60 BAFO Pricing				\$4,635,227.19			
Evaluator #	1	2	3	4	1	2	3	4	1	2	3	4
A. Overall Responsiveness (5)	4.75	5	4	5	4.25	4	3	4	4.5	3.5	3.5	5
B. Statement of Qualifications (15)	15	15	15	15	13.5	9.75	7.5	13.5	13.5	13.5	11.25	15
C. FDA Documentation & History (5)	4.75	4.5	5	5	4.25	3	2.5	2.5	5	4	3.75	5
D. Project Approach/Scope of Work (20)	16	19	20	20	16	14	14	20	17	15	14	19
E. Technical Specifications (25)	23.75	25	22.5	25	22.5	23	17.5	20	22.5	15	20	20
F. Proposed Costs (30)	30	30	30	30	29.77	29.77	29.77	29.77	21.87	21.87	21.87	21.87
G. Interviews (25)	22.5	23.75	23.75	25	22.5	20	17.5	22.5	21.25	16.25	10	7.5
H. Field Trial (25)	13.82	13.82	13.82	13.82	15.48	15.48	15.48	15.48	14.82	14.82	14.82	14.82
Total Points	130.57	136.07	134.07	138.82	128.26	119.01	107.26	127.76	120.44	103.94	99.19	108.19
Proposal Ranking	1	1	1	1	2	2	2	2	3	3	3	3
Sum of Proposal Rankings	4				8				12			

**Orange County Fire Authority**  
**JA2148 - Cardiac Monitor/Defibrillators and AEDs**

***Proposal Cost Breakdown***

	<b>Zoll Medical Corporation</b>	<b>Philips Healthcare</b>	<b>Physio-Control, Inc.</b>
120 Cardiac Monitor/Defibrillators (taxable)	\$3,667,494.00	\$2,118,968.40	\$3,974,546.61
Data Implementation Services (non-taxable)	n/a	\$34,500	n/a
4 Years of Extended Warranty (non-taxable)	\$0.00 Included	\$475,560.00	\$603,840.00
5 Years Annual Preventative Maintenance (non-taxable)	\$0.00 Included	\$210,000.00	\$0.00 Included w/ Warranty
Electrical Generator/Simulator for Cardiac Monitor Use (taxable)	\$7,455.00	\$6,100.00	\$6,240.00
180 AED Units (taxable)	\$240,003.00	\$359,608.80	\$500,452.60
Electrical Generator/Simulator for AED Use (taxable)	\$1,792.50	\$6,100.00	\$2,850.54
Supplies needed w/ Initial Purchase est. 3 month Qty for Inventory (taxable)	\$0.00*	\$44,819.52	\$67,555.17
Trade-in Credit/Buy Back of Existing Equipment non-taxable)	-\$917,045.00	-\$205,900.00	-\$728,200.00
End of Year Incentive Discount/Large Volume Discount (non-taxable)	-\$175,000.00	n/a	-\$435,972.97
Subtotal for Equipment Purchase	\$2,824,699.50	\$3,049,756.72	\$3,991,311.95
Sales Tax for Equipment 7.75%	\$303,547.70	\$196,508.75	\$352,752.48
<b>Total Purchase Price for Equipment</b>	<b>\$3,128,247.20</b>	<b>\$3,246,265.47</b>	<b>\$4,344,064.43</b>
12 Month Annual Supplies Contract (taxable)	\$264,743.31	\$179,278.08	\$270,220.66
Sales Tax for Supplies 7.75%	\$20,517.61	\$13,894.05	\$20,942.10
<b>Total Annual Purchase Price for Supplies</b>	<b>\$285,260.92</b>	<b>\$193,172.13</b>	<b>\$291,162.76</b>
<b>Total Proposal Cost</b>	<b>\$3,413,508.12</b>	<b>\$3,439,437.60</b>	<b>\$4,635,227.19</b>

\*Majority of OCFA's supplies already in inventory for the current E-Series monitor are compatible with the X-Series monitor. Zoll has agreed to include three months' worth of supplies for the 4 items that are not already in OCFA's inventory but are required to be purchased with the initial order of X-Series, at no charge to OCFA, which equates to a savings of \$55,072.51. In addition, there will be savings realized from OCFA's existing stock of accessories and supplies which are fully compatible with the X-Series monitor.

Orange County Fire Authority

RFP JA2148 – Monitor / Defibrillator

**Orange County Fire Authority****Request for Proposal****Purchase of Cardiac Monitor / Defibrillators & AED Units****Date: July 15, 2016****RFP Number: JA2148**

The Orange County Fire Authority is requesting proposals for the purchase of Cardiac Monitors/Defibrillators and Automated External Defibrillators and to establish an annual contract for the as-needed purchases of accessories, disposable supplies, preventative maintenance and repair/replacement of the Cardiac Monitor/Defibrillators and AEDs.

**Proposals will be received until 11:00 a.m., August 18, 2016**

**Proposals for RFP JA2148 to be electronically submitted online through OCFA's electronic e-procurement system, PlanetBids, at:**

<http://www.planetbids.com/portal/portal.cfm?CompanyID=14773>

**LATE PROPOSALS WILL NOT BE ACCEPTED**

A non-mandatory pre-proposal conference is scheduled on **Monday, August 1, 2016 at 10:00 a.m.** at the Orange County Fire Authority Regional Operations and Training Center, 1 Fire Authority Road, Classroom 1, Building A, Irvine, CA 92602.

Questions concerning this RFP will be received until **Thursday, August 4, 2016 at 5:00 p.m.** Questions must be submitted on-line via through the PlanetBids Q&A module. OCFA will publish a response to all inquiries through the e-procurement system and/or may issue an addendum as a result.

Regards,

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

**James Aguila** | Assistant Purchasing Agent | (714) 573-6647 | [jamesaguila@ocfa.org](mailto:jamesaguila@ocfa.org)

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## SECTION 1: PROPOSAL INFORMATION

### 1.1 INTRODUCTION

The Orange County Fire Authority (OCFA) is requesting competitive proposals from manufacturers and/or authorized distributors for the procurement and maintenance of Cardiac Monitor / Defibrillators, Automated External Defibrillators (AEDs), and accessories/supplies. Awarded vendor is to supply goods and services as defined in the specifications within this Request for Proposals (RFP).

### 1.2 AGENCY BACKGROUND

The Orange County Fire Authority (OCFA) was formed on March 1, 1995, transitioning from the Orange County Fire Department to a Joint Powers Authority (JPA) as allowed by California State Government Code 6500 et seq. The OCFA is an independent organizational entity similar to a special district. The service area includes twenty-three member cities, the unincorporated areas of Orange County, California, including State and Federal Responsibility areas. A twenty-five member Executive Board of Directors governs the OCFA. This Board includes an elected official appointed to represent each of the twenty-three member cities and two representatives from the County Board of Supervisors. The OCFA is managed by an appointed Fire Chief who reports to the Executive Board of Directors.

The OCFA is the largest regional fire service organization in Orange County and one of the largest in California. Emergency response services are provided to a community of over 1.75 million residents in a 575 square mile area. The OCFA's authorized staffing level is 1,372 full-time positions. These personnel provide front-line services, including prevention, education, dispatch, emergency response and technical and administrative support.

The OCFA serves the following jurisdictions:

Aliso Viejo	Lake Forest	Santa Ana
Buena Park	La Palma	Seal Beach
Cypress	Los Alamitos	Stanton
Dana Point	Mission Viejo	Tustin
Irvine	Placentia	Villa Park
Laguna Hills	Rancho Santa Margarita	Westminster
Laguna Niguel	San Clemente	Yorba Linda
Laguna Woods	San Juan Capistrano	County of Orange

### 1.3 TERM OF AGREEMENT

The term of the agreement will be for a five-year contract commencing upon the date of contract execution.

### 1.4 TENTATIVE SCHEDULE OF IMPORTANT DATES

Request for Proposal (RFP) Issue Date	July 15, 2016
Pre-Proposal Conference (attendance is <b>optional</b> )	August 1, 2016 10:00 AM
Final day to submit Questions through online Q&A	August 4, 2016 5:00 PM
Proposal Due Date	August 18, 2016 11:00 AM
Evaluation of Proposals	August 22 – Sept. 8, 2016
Vendor Interviews	Week of September 19 - 22, 2016
Equipment Testing	October 1 – Nov. 12, 2016
Executive Committee	January 26, 2017
Contract Award	February 1, 2017

Proposals submitted will be evaluated by staff based on the criteria listed in the RFP. The recommendation will be referred to Executive Committee for approval and award of the contract.

The tentative schedule of important dates is for general guidance only, to provide the supplier an indication of OCFA's internal processes. Other than the RFP Issue Date, the above dates and steps are subject to change without necessity of addendum.

### 1.5 PRE-PROPOSAL CONFERENCE

A **non-mandatory** pre-proposal meeting is scheduled on **Monday, August 1, 2016, at 2:00 p.m.** at the Orange County Fire Authority Regional Operations and Training Center: 1 Fire Authority Road, Classroom 1, Building A, Irvine, CA 92602. This informational meeting will be held to allow for questions and clarifications concerning the Authority's RFP process and subsequent contract award. If you will be attending this pre-proposal meeting in person or if you are interested in attending this meeting remotely through GoToMeeting, please contact Marilee Freville via e-mail at: [marileefreville@ocfa.org](mailto:marileefreville@ocfa.org) or by telephone at: (714) 573-6640 to reserve your spot. Please note that the call-in space is limited and will be provided on a first come first serve basis.

### 1.6 QUESTION SUBMITTAL

Please review the entire RFP package at your earliest opportunity and submit questions through the Q&A Tab on the Planet Bids vendor portal no later than **5:00 PM on Thursday, August 4, 2016**. Questions which are submitted prior to the pre-proposal conference will be addressed during the pre-proposal meeting.

### 1.7 ADDENDUM

Any information or instructions that result from the pre-proposal meeting will be documented in an addendum and sent to all prospective bidders who have downloaded the bid package through Planet Bids. Any additions, deletions, changes, clarifications, or supplemental information regarding the RFP will be sent to all prospective Proposers prior to the date fixed for the receipt of proposals. All addenda so issued shall become part of the contract documents.

### 1.8 DUE DATE

Proposals will be received no later than **11:00 A.M., August 18, 2016**. Late proposals will not be accepted.

### 1.9 PROPOSAL SUBMITTAL

Proposals will only be accepted electronically submitted through OCFA's online electronic bid website, PlanetBids, <http://www.planetbids.com/portal/portal.cfm?CompanyID=14773>.

Any offeror who wishes his/her proposal to be considered is responsible for making certain that the proposal is submitted electronically by the announced time. No oral, telegraphic, facsimile, or telephonic proposals or modifications will be considered unless specified. Please note that there will be no public opening of proposals. Proposal information shall not be made public until after the contract is awarded. At that time the executed contract will become public information.

By submitting an offer, the offeror acknowledges understanding of the rules as defined in this RFP. Compliance with all of the terms and conditions of the agreement is mandatory for companies providing services to OCFA.

No obligation, either expressed or implied, exists on the part of the OCFA to make an award or to pay any costs incurred in the preparation or submission of a proposal. All costs associated with the preparation or submission of proposals covered by this RFP, are solely the responsibility of the offerors.

**1.10 GENERAL INFORMATION**

The successful proposal will be one that demonstrates the ability to meet the requirements of the solicitation and demonstrates the ability to communicate effectively and work closely with OCFA staff. Only those vendors with verifiable experience and products which meet the specifications, as it relates to the requirement of this solicitation, will be considered during the evaluation process. To be considered responsive, offerors must respond to this solicitation in accordance with the requirements, specifications, commercial terms and provisions as described and set forth herein. Proposals must embrace a concept that the successful offeror will satisfy all of the objectives and service specifications outlined in this document. All responsive proposals shall be reviewed and evaluated by OCFA in order to determine which proposer best meets the OCFA's needs for this project. The criteria by which OCFA shall evaluate proposals are set forth in this RFP.

**1.11 RIGHTS RESERVED TO OCFA**

OCFA reserves the right to take one or more of the following actions as determined in the best interest of the organization:

- 1.11.1.** OCFA, at its sole discretion, reserves the right to accept or reject in whole or in part any or all proposals received as a result of this solicitation.
- 1.11.2.** OCFA may cancel this request for proposal in whole or in part without prior notice. Thereafter, OCFA may issue a solicitation for new proposals.
- 1.11.3.** OCFA makes no guarantee as to the usage of the services by OCFA.
- 1.11.4.** OCFA reserves the right to waive, at its discretion, any minor errors, informalities or irregularities, which the OCFA deems correctable or otherwise not warranting rejection of the RFP.
- 1.11.5.** OCFA reserves the right to negotiate with any offeror(s) as necessary to serve the best interest of the Authority and negotiate the final contract(s) with the most responsive, responsible offeror.
- 1.11.6.** OCFA reserves the right to investigate the qualifications of any offeror under considerations.
- 1.11.7.** OCFA reserves the right to disqualify a proposal upon evidence of collusion with the intent to defraud or other illegal practices on the part of the offeror.
- 1.11.8.** OCFA reserves the right to require confirmation of information furnished by the offeror.
- 1.11.9.** OCFA reserves the right to award one contract for the total requirements or make multiple awards if it is in the best interest of the Authority.

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## **SECTION 2: SCOPE OF WORK**

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### **2.1 OVERVIEW**

The Orange County Fire Authority is requesting proposals from vendors for the procurement and maintenance of cardiac monitor/defibrillators, automated external defibrillators (AED), parts, accessories, and supplies. Device specifications for the proposed system are provided in Section 3: Device Specifications. It is requested that proposals include warranty provisions, a preventative maintenance program, and provisions for repair and exchange of damaged units. In addition, proposals are requested to include provisions for buy back/trade-in of OCFA's current monitor/defibrillators, AEDs and support equipment (see Attachment J: Current Equipment).

### **2.2 INTENT**

It is the intent of these specifications, terms and conditions to describe the purchase and maintenance service desired to replace OCFA's current fleet of monitor/defibrillators and AEDs with new equipment that meets modern pre-hospital patient assessment and treatment standards. The new equipment is to directly integrate with OCFA's electronic medical record system, and take advantage of advances in wireless electronic data transmission and cloud-to-cloud technologies. The system to be procured is to support post hoc analysis of care provided by OCFA personnel at the level of individual cases as well as aggregation for the Authority as a whole. The new monitor/defibrillators should provide advanced fault identification and analysis algorithms in order to maximize system reliability.

### **2.3 MINIMUM QUALIFICATIONS**

Offerors must meet the following minimum requirements to be considered responsive. Failure to meet these minimum requirements may cause the submitted proposal to be eliminated from further consideration in the evaluation process.

- 2.3.1** Offeror must be authorized to sell and service the proposed brand(s) of equipment.
- 2.3.2** Offeror must be able to demonstrate extensive prior experience with other comparably sized government (or other similar) clients in providing equipment and services similar to that described in the scope of work and specifications.
- 2.3.3** Provide at least five (5) satisfactory references within the last three (3) years.
- 2.3.4** Proposed solution must have FDA approval. Documentation of compliance is to be submitted with the proposal.
- 2.3.5** Offeror/proposed solution must not be subject to any FDA recall, injunction or other actions at the time that proposal is submitted. Any pending and prior actions of which the vendor is aware must be disclosed and explained.
- 2.3.6** Offeror must be able to demonstrate the ability to maintain or exceed the current service levels being provided to OCFA's internal customers.

### **2.4 SCOPE OF WORK**

The successful vendor to provide all equipment, supporting parts, supplies, accessories, support services and necessary human resources, as applicable, in accordance with each of the requirements listed and described in the following sections:

### **2.5 INITIAL PROCUREMENT**

This procurement process is based on the following estimate of equipment needed for the initial procurement. Unless otherwise specified, all units proposed shall be new, current manufacturer

model year in undamaged condition, delivered to the Orange County Fire Authority, 1 Fire Authority Road, Irvine, CA 92602.

- 120 Cardiac Monitor / Defibrillator units, complete with battery support systems and with options as specified in this RFP.
- 140 Automated External Defibrillator Packages for EMS Trained Personnel Use
- 40 Automated External Defibrillator Packages for “Public Access” Use
- 10 Electrical Generator / Simulators capable of simulating cardiac monitor, 12-lead ECG, pulse oximetry, capnography, and temperature sensing (if applicable)
- 10 Electrical Generator / Simulators capable of simulating AED use.
- One (1) year contract for the as-needed purchase of expendable supplies and materials needed to support all of the new equipment. Contract will have the option to renew for up to four (4) additional one-year terms
- Professional clinical training on all new equipment for OCFA personnel
- Five (5) year service agreement for repair and maintenance of equipment
- Five (5) year comprehensive warranties covering all components purchased
- Option to purchase additional units, as needed, throughout the life of the contract

**\*Note: The OCFA is presently in the process of conducting a study on the existing deployment model. Depending on the results of this study, it is possible the initial quantity of monitor packages anticipated may increase and the initial quantity of AEDs may decrease.**

### 2.5.1 MONITOR PACKAGE & AED PACKAGE

Definition of **Monitor Package** as used hereafter will consist of, but not limited to, the following components:

- One (1) cardiac monitor/defibrillator
- One (1) protective / storage case with the ability to carry spare battery and necessary accessories
- One (1) battery support system
- Sufficient batteries necessary to provide 24 hours continuous run time (vendor must indicate the quantity of batteries necessary to achieve this standard)
- Two (2) each of all necessary cables with required adaptors: 12/4 lead ECG, capnography, pulse oximetry, electrical therapy, temperature sensing (if applicable)
- Two (2) each reusable NIBP cuffs and hoses for each of the following sizes:
  - Adult – standard
  - Adult – large
  - Adult - small
  - Thigh / bariatric
  - Pediatric
  - Infant / neonate

Definition of **AED Package** as used hereafter will consist of, but not limited to, the following components:

- One (1) Automated External Defibrillator with equipment required for operation, including:
- One (1) protective / storage case
- Initial batteries required for operation (vendor must indicate the quantity and type of battery)
- Two (2) each adult defibrillator pads compatible/interchangeable with the AED and the proposed cardiac monitor
- Two (2) each pediatric defibrillators pads compatible/interchangeable with the AED and the proposed cardiac monitor

## **2.6 ACCESSORIES AND DISPOSABLE SUPPLIES CONTRACT**

OCFA would like to establish an annual contract for the as-needed purchase of accessories and disposable supplies. The term of the contract will be for a one year base period with four optional one-year renewal periods. See Attachment J – Pricing Page for a list of items and estimated annual purchases.

## **2.7 WARRANTIES AND PREVENTATIVE MAINTENANCE PROGRAM**

Proposals are to include information on warranty, maintenance, and support services as part of this procurement. Vendors will be expected to provide plans for implementing these services and should describe available services in detail.

**2.7.1 Initial Product Warranties** – The Monitors/Defibrillators to include an initial warranty period of not less than one (1) year from the date of acceptance, except for those components which may carry longer warranties. Under this warranty, the Contractor/Vendor agrees to cover parts and labor to replace any part failure and repair all problems with the unit that fail due to normal use and wear and tear. Vendors are to provide a description of warranties included with their proposed solution, including warranty duration, items and services covered under the warranty, and any coverage exclusions.

**2.7.2 Extended Warranty** – Extended warranty options (and price packages) are to be described in the Vendor's proposal. The Vendor shall provide a "Single Point of Contact" to handle any and all warranty issues. Vendor to provide the availability of a service loaner machine, on a one-for-one basis for any warranty repairs. Vendors to state the turnaround time for factory service in days. The OCFA seeks to purchase an additional four (4) years of extended warranty coverage for devices acquired under this contract. Warranty coverage shall extend five years (1 year initial warranty + 4 years extended warranty) from the date the units are put into service. Vendors should describe proposed extended warranties in detail, including costs, coverage, exclusions, extensions to existing battery chargers (if applicable), limitations, etc.

**2.7.3 Preventative Maintenance Program** – OCFA seeks to purchase preventative maintenance services for devices acquired under this contract. Preventative maintenance programs shall extend five years from the date the units are put into service. Vendors should describe proposed preventative maintenance programs in detail, including annual costs, proposed maintenance cycles and services performed, and services excluded from the proposed program. The proposal should also identify who will perform maintenance work; if the vendor subcontracts with a third party for maintenance, the proposal must contain assurances that the vendor accepts

responsibility for the quality of work performed by the subcontractor and will remedy any deficiencies in their performance.

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

**2.7.5 Technical Support** – Proposals should describe technical support available to OCFA personnel. Descriptions should include on-line and phone services available, hours of availability, costs associated with technical support, and a 24-hour means of notification for critical device problems as well as a resource for local loaner devices not requiring shipping should be identified.

## 2.8 IMPLEMENTATION REQUIREMENTS

The vendor awarded the contract will be expected to participate in the implementation of the new OCFA units. The vendor will have an extensive role in preparation and rollout of the system. Participation is described in the following sections, but is not limited only to these descriptions. Vendors should propose other implementation-related services that are available; OCFA may elect to incorporate these services into the implementation plan as it sees fit. Vendors may be asked to provide other services as circumstances dictate.

**2.8.1 Delivery** – The selected vendor will complete delivery of all equipment on a schedule mutually agreeable to OCFA and the vendor. The vendor is responsible for all packing, shipping materials, and freight costs for delivery of the new monitor system. Equipment will be delivered to OCFA Service Center at 1 Fire Authority Road, Irvine, CA 92602. Acceptance is subject to inspection and approval of delivered items.

**Trade-in** items will be available for vendor pick up only after the new system has been fully deployed. OCFA will attempt to make trade-in equipment available to the vendor at a central location. The vendor is responsible for all costs and logistics related to trade-in items.

**2.8.2 Training Requirements** – During implementation, the vendor will provide materials, curricula and training to prepare OCFA personnel to deploy the selected solution, including train-the-trainer education for OCFA Nurse-Educators, EMS Section, EMS Coordinator, Medical Director, Supply and Equipment Coordinator and other designated Operations personnel. The vendor's proposal should describe curricula appropriate to each training program, estimated time required for each training session, and include samples of all written and on-line materials appropriate to the training. The vendor's proposal should also describe any other training or resources offered by the vendor that supports implementation of the proposed solution.

The OCFA anticipates using a computer-based training program distributed via OCFA's intranet to introduce the new device to clinical personnel, followed by in-person, hands-on training sessions for all personnel that will include simulated patient contact scenarios. The vendor will be expected to provide the following services and materials:

- Curricula, videos, sample scenarios, and other materials that can be included in the development of the computer-based and in-person training programs.
- Direct training of OCFA education personnel, who in turn will conduct the training of line personnel ("Train the Trainer"). The vendor will be expected to participate

in teach-back sessions to ensure that all education personnel deliver material in the same manner. The vendor may also be expected to observe early in-person training sessions to provide quality assurance feedback to the program.

- In-field observation of use of the implemented solution in order to provide quality assurance feedback to the OCFA implementation team, and to ensure that the solution is being used correctly by line personnel.

The vendor will be expected to train personnel from OCFA's IT and EMS Section in the procedures necessary to configure the software of the monitor/defibrillator and AEDs. This training should also include creating and configuring data communication and transmission using the variety of tools and technologies available to OCFA personnel. The vendor's proposal should include sample training curricula and materials for these users, based on the proposed solution.

## 2.9 BUYBACK / TRADE-IN OF OCFA'S EXISTING MONITOR SYSTEM / AEDS

OCFA is requesting trade-in / buy back pricing for all of the existing monitor systems and AED's which are being replaced and are in good working condition. 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. Equipment includes:

ITEM DESCRIPTION	QUANTITY
PS Series AED Plus LCD Defibrillators	69
PS Series AED Plus No Voice Defibrillators	19
Zoll E-Series Defibrillators <ul style="list-style-type: none"> <li>• Pulse Oximetry (SPO2)</li> <li>• Capnography/End-tidal Carbon Dioxide Monitoring (EtCO2)</li> <li>• 12 Lead Monitoring</li> <li>• Transcutaneous (TCP)</li> </ul>	89
Zoll E-Series Defibrillators <ul style="list-style-type: none"> <li>• Pulse Oximetry (SPO2)</li> <li>• Capnography/End-tidal Carbon Dioxide Monitoring (EtCO2)</li> <li>• 12 Lead Monitoring</li> <li>• Transcutaneous (TCP)</li> <li>• Non-invasive Blood Pressure</li> </ul>	16
Zoll AED Pro Defibrillators	49
Zoll AED Plus Defibrillators	17
Zoll AED Defibrillators	19
Zoll Sure Power Charging Station	90

\*E-Series Monitors have complete complement of cables/accessories



**2.10 EXISTING AND FUTURE DATA SYSTEMS**

There are a number of existing data systems which any proposed monitor / defibrillator will be required to integrate with.

**2.10.1 Computer Network** – OCFA primarily has a client-server network. The client systems run on Windows platforms, with MS Office applications as the primary desktop tools.

**2.10.2 Image Trend Elite Electronic Prehospital Care Record** – OCFA will be moving to Image Trend Elite, the next generation electronic prehospital care record system, using iPads, by December 31, 2016. The previous generation of the Image Trend ePCR is currently in use.

**2.10.3** The selected equipment will support Image Trend Elite cloud based data transfer.

**2.11 INTERVIEWS / PRODUCT DEMONSTRATION**

Following the evaluation of proposals, selected vendors may be invited to participate in interviews with the evaluation team.

**2.12 EQUIPMENT TRAINING/TESTING – FIELD TRIAL**

Following interviews with the evaluation team, selected vendors may be invited to participate in a hands on training with a select group of field users who then test and evaluate the equipment during a six week field trial.

**2.13 AWARD**

Contract award will be made to the vendor deemed most responsive and responsible by the OCFA and is not solely based on low bid. Through this RFP, the OCFA is seeking quality cardiac care products, associated hardware and software, and a vendor who will provide the OCFA with excellent customer service. All contract awards are subject to final approval by the OCFA Executive Committee.

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## SECTION 3: DEVICE SPECIFICATIONS

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The purpose of this specification is to establish the minimum requirements for cardiac monitors/defibrillators and associated equipment 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.

All deviations or variances from the stated specifications shall be expressly identified and explained within the offeror's proposal. Any exception, clarification, or variation from these specifications shall be clearly indicated. Any exception, clarification, or variation must be described in writing with enough detail to enable OCFA to make an accurate evaluation of the impact to the new units. **It should be noted that no one single product deviation, in and of itself, is likely to automatically preclude a proposal from further consideration, however, all such specification deviations, no matter how minor, must be noted and explained.** If no exception, clarification, or variation is noted, it shall be understood that the delivered units shall be in strict compliance with OCFA's specifications. OCFA shall be the sole judge of equality and our decision shall be final.

Cardiac monitor/defibrillators and AEDs shall adhere to all current applicable and relevant regulations, guidelines, and standards. These include, but are not limited to: American Heart Association (AHA), American National Standards Institute (ANSI), American Society for Testing and Materials (ASTM), Association for the Advancement of Medical Instrumentation (AAMI), National Fire Protection Association (NFPA), and the United States Food and Drug Administration (FDA). The monitor/defibrillator units must be FDA approved for the sale and use in the United States of America. Offerors shall provide with their proposals, documentation of FDA approval for the monitor/defibrillator unit being offered.

Materials used in the construction shall be new and not less than the quality conforming to current engineering and manufacturing practices. Materials shall be free of defects and suitable for service intended.

This section describes OCFA expectations for devices to be acquired.

### 3.1 SPECIFICATION CATEGORIES

Cardiac monitor/defibrillator specifications are divided into the following categories:

- **Clinical Capabilities:** These specifications relate to direct care of patients using the proposed monitor / defibrillator and automated external defibrillator (*patient compatibility, patient monitoring, and patient interventions*).
- **Physical Specifications:** These specifications are related to the construction of the device itself (*construction, size, protection, power sources, and mounting systems*).
- **Usability:** These specifications address the needs of end-users of the device (*user interface, display, configurability, system diagnostics, printing, and data transmission*).
- **Data Capture & Analysis:** These specifications address the collection and use of data from the device for event reviews and other purposes (*data capture and event analysis software*).

#### 3.1.1 Clinical Capabilities

##### ***Patient Compatibility***

- a. Unit is compatible with adult and pediatric patients and integrates with the Automatic External Defibrillator.

##### ***Patient Monitoring***

- b. Unit provides multi-lead ECG monitoring capability.
- c. Unit provides audio and visual alerts to changes in patient condition.
- d. Unit alerts users to development of lethal dysrhythmias.
- e. Unit provides lead off alert.
- f. Unit's default alerts are configurable by administrator at time of initial setup.
- g. Unit's alerts can be easily set and adjusted by users while at patient side.
- h. Unit records standard diagnostic 12-lead ECG.
- i. Unit simultaneously displays all 12 ECG leads (dynamic 12 lead ECG)
- j. Unit prints diagnostic 12-lead ECGs.
- k. Unit has clinically validated algorithms for identifying Acute Myocardial Infarction(s) (AMI).
- l. Unit has configuration options that allow administrator to disable or enable AMI identification algorithms.
- m. Unit monitors End Tidal Carbon Dioxide (ETCO<sub>2</sub>) via waveform capnography and displays numerical values in patients who are spontaneously breathing, and patients who require mechanical support of ventilation.
- n. Unit displays quantitative values and waveform for all ETCO<sub>2</sub> monitoring.
- o. Unit provides trend analysis for ETCO<sub>2</sub> monitoring in the course of patient care.
- p. Unit provides pulse oximetry monitoring capability.
- q. Unit displays quantitative values and waveform for all pulse oximetry monitoring.
- r. Unit provides trend analysis for pulse oximetry monitoring in the course of patient care.
- s. Unit uses a variety of disposable and reusable pulse oximetry probes.
- t. Unit provides Non-Invasive Blood Pressure (NIBP) monitoring capability.
- u. Unit allows administrator to set default interval to automatically collect vital signs.
- v. Unit allows field users to easily adjust interval in the course of patient care.
- w. Unit calculates and displays Mean Arterial Pressure (MAP).
- x. Unit comes with BP cuffs to fit a variety of patients, including neonatal, pediatric, adult, and bariatric patients.
- y. NIBP unit is vibration resistant.
- z. NIBP unit functions with wireless BP cuffs.
- aa. Unit provides real-time CPR quality feedback without need to look away from patient.
- bb. CPR Feedback alerts providers when CPR fails to meet upper or lower parameters for: compression rate, compression depth, compression release
- cc. CPR Feedback alerts providers when CPR fails to meet upper or lower parameters for: ventilation rate, pauses in CPR
- dd. Administrators can modify CPR parameters without relying on vendor support staff.

- ee. Unit provides continuous body temperature monitoring capability.
- ff. Unit provides esophageal temperature monitoring capability.

***Patient Interventions***

- gg. Unit provides therapeutically appropriate defibrillation.
- hh. Unit supports “hands-off” defibrillation in the Anterior-Anterior and Anterior-Posterior defibrillation electrodes positions.
- ii. Defibrillator safely and easily dumps a defibrillation / cardioversion charge.
- jj. Unit supports the use of combination pacing / defibrillation pads.
- kk. Unit adapts to use defibrillation pads from multiple manufacturers.
- ll. Unit supports simultaneous delivery of two distinct defibrillatory shocks, each set for maximum energy (e.g. using two cardiac monitors) without requiring recertification.
- mm. Unit supports synchronized cardioversion at multiple energy levels.
- nn. Unit supports transthoracic cardiac pacing at multiple rates and energy levels.
- oo. Pacing unit detects internal pacing.
- pp. Pacing unit provides external pacing in a fixed mode.

**3.1.2 Physical Specifications**

***Construction***

- a. Unit meets military specifications for resistance to drops, vibrations, and environmental conditions.
- b. Unit is easy to clean (i.e. minimal cracks or crevices; smooth surfaces throughout, etc.).
- c. Unit is water/liquid resistant – must be capable of operating in wet/humid conditions and withstand cleaning/ disinfection.
- d. Unit is certified for air medical operations and compatible with avionics.

***Size***

- e. Unit has multiple carrying options, including handle and shoulder strap.
- f. Unit minimizes the number of cables necessary to perform all functions.
- g. Unit provides recessed or flush mounting of cables and external devices.
- h. Unit is compact when all cables and attachments are stored.

***Protection***

- i. Proposal to include a durable soft case to protect monitor during regular use.
- j. Soft case includes screen protection.
- k. Unit's cable system includes durable components and connections that are resistant to damage.
- l. Soft case includes top opening storage compartments.
- m. Unit includes provisions for theft tracking device.

***Power Sources***

- n. Unit operates on AC and DC power.
- o. Unit operates on battery power for minimum of 4 hours while using multiple components, without requiring changing batteries.
- p. Unit displays visual indicators of battery charge level(s).
- q. Batteries are hot-swappable.
- r. Batteries recharge quickly.

#### ***Mounting Systems***

- s. Proposal includes a variety of mounting systems, including but not limited to: ambulance, aircraft, and stretcher.
- t. Proposed mounting systems operate with monitor in fully loaded soft case.

### **3.1.3 Usability**

#### ***User Interface***

- a. Unit's interface is easy to use and navigate for administrators and field users.
- b. Users can easily enter data into monitor.

#### ***Display***

- c. Unit displays at a minimum filtered ECG, ETCO2 waveform and quantitative value with CPR quality indicators during cardiac arrest.
- d. Unit displays waveforms and numeric values for monitored inputs.
- e. Display has color-capable anti-glare screen that can be easily read in direct sunlight.
- f. Administrator easily defines default waveform displays.
- g. Field crews easily reconfigure displays in course of patient care.
- h. Screen provides day and night contrast schemes.
- i. Screens brightness is easily adjustable.

#### ***Configurability***

- j. Administrator can easily transfer configuration settings from one monitor to another ("cloning"), ideally through a Wi-Fi or other network.
- k. Unit can be customized with modular components to change functionality as needs change.
- l. Administrator can preprogram device to capture event data.
- m. Unit can be remotely administered via network.

#### ***System Diagnostics***

- n. Unit performs automated system tests without prompting from users.
- o. Unit initiates visual and audio alerts when faults are found.
- p. Test results can be downloaded from device without vendor assistance.
- q. Test results can be aggregated and stored in a central data warehouse.

#### ***Printing***

- r. Users can print out and/or export results of diagnostic tests.
- s. Users can print summary of patient contact immediately following patient care.
- t. Unit has capability to configure delay between display of waveform event and printing of same.
- u. Users can print entire case or only selected items.
- v. Case printout includes initial rhythms and all events.
- w. Users can print vital signs trends and ECGs.
- x. Unit can print on large format paper.

***Data Transmission***

- y. Unit has Wi-Fi and Broadband capability.
- z. Unit is compatible with and can export case data to ImageTrend Elite electronic PCR.
- aa. Unit is compatible with windows based tablet devices.
- bb. Unit is compatible with Apple iOS devices.
- cc. Unit transfers large data files to Image Trend Elite electronic PCR rapidly and without interruption using 'cloud-to-cloud' integration.
- dd. Unit supports the use of flash memory for large file transfer and device configuration.
- ee. Unit supports transmission of 12-lead ECGs to receiving hospitals.
- ff. Unit transmits 12-lead ECGs via multiple means ('cloud-to-cloud' integration, Wi-Fi and/or broadband).
- gg. Unit transmits one ECG to multiple destinations.
- hh. 12-lead transmission does not interfere with patient care activities.
- ii. Reception of 12-lead ECG at receiving facility does not require special hardware or software.
- jj. Unit notifies sender that 12-lead transmission has been received.

**3.1.4 Data Capture and Analysis*****Data Capture***

- a. Unit stores data from multiple patient contacts.
- b. Unit can upload data to central database for aggregation and further analysis.

***Event Analysis Software***

- c. Vendor proposal to include provision of software to support analysis of data downloaded from monitors as individual cases and on an aggregate basis.
- d. Software runs on Windows operating system.
- e. Software runs on Macintosh iOS.
- f. Software is available in 32 and 64 bit versions.
- g. Software integrates with other common electronic medical records systems.

- h. Software integrates with Microsoft Office and other common business productivity software.
- i. Vendor offers licensing provisions appropriate to multi-user, multi-site environment.
- j. Software supports case forwarding via sharing or e-mail.
- k. Users can annotate cases.
- l. Users can export waveforms to other formats (e.g. JPEG, etc.).
- m. Software supports real time playback of events.
- n. Playback displays multiple waveforms: ECG, SpO2, and ETCO2.
- o. Users can export numeric data to raw formats (CSV, TXT, etc.) for further analysis.
- p. Users can configure trend analysis intervals.
- q. Software supports post event analysis of CPR quality.
- r. CPR quality analysis includes the following factors: pauses, depth, rate, CPR fraction, recoil/release, and events.
- s. Software supports multiple printing options for cases.

**SECTION 4: GENERAL INSTRUCTIONS TO OFFERORS**

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**4.1 ACCEPTANCE PERIOD**

Unless otherwise specified herein, proposals are firm for a period of one hundred eighty (180) days.

**4.2 AMENDMENT OF REQUEST FOR PROPOSAL**

The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time. Amendments (addendums) may be obtained from the OCFA's electronic e-procurement system, Planet Bids, at: [OCFA PlanetBids Vendor Portal](#). It is the offeror's responsibility to obtain a copy of any amendment relevant to this solicitation. Any interested offerors without internet access may obtain a copy of this solicitation by calling (714) 573-6640, or a copy may be picked up during regular business hours. OCFA takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit signed amendments with the proposal response may be grounds for deeming submittal non-responsive.

**4.3 AWARD OF CONTRACT**

Notwithstanding any other provision of the Request for Proposal, OCFA reserves the right to:

- 4.3.1 Conduct pre-award discussion or pre-award negotiations with any or all responsive responsible proposals; or
- 4.3.2 Request that the offeror furnish additional information; or
- 4.3.3 Waive any immaterial defect or informality; or
- 4.3.4 Accept or reject any or all proposals, or portions thereof; or
- 4.3.5 Issue multiple awards' if it is in the best interest of the agency; or
- 4.3.6 Limit and/or determine the actual contract services to be included in the contract; or
- 4.3.7 Reissue the Request for Proposal.

The OCFA reserves the unilateral right to modify or amend this RFP in writing at any time for any reason the OCFA determines to be in its best interest. The OCFA also reserves the right to cancel or reissue the RFP at its sole discretion. OCFA reserves the right to accept or reject any or all proposals and the right to waive minor irregularities in any proposal. Waiver of one irregularity does not constitute waiver of any other irregularities.

A response to this Request for Proposal is an offer to contract with OCFA based upon the terms, conditions and scope of work contained in OCFA's Request for Proposal. Proposals do not become contracts unless and until they are executed by the OCFA. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed upon terms and conditions in the Contract documents. Award will be made to the Offeror(s) submitting the most advantageous proposal(s) after consideration of all Evaluation Criteria set forth in this solicitation. An Evaluation Committee will be established by the OCFA. The Committee will evaluate all proposals received in accordance with the Evaluation Criteria. OCFA reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. The award will be made in the best interests of OCFA after all factors have been evaluated.



#### **4.4 AWARD SELECTION PROCESS**

Selection of qualified Offerors will be based on the following: quality and completeness of submitted proposal; understanding of project objectives; project approach; price proposal; support and services; qualifications and experience with similar types of efforts; and references. Additional questions may be asked of Offerors and demonstrations may be conducted. Offerors will be notified of any additional required information or demonstrations after the written proposals have been evaluated. The recommendation will be made to the Executive Board of Directors, if required, once the contract(s) are approved, the Offeror(s) selected will enter into contract with the OCFA.

#### **4.5 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 Party and Participant Disclosure Forms provided in Appendix F of this RFP 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 proposal. 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.

#### **4.6 CANCELLATION OF SOLICITATION**

The OCFA may cancel this solicitation at any time.

#### **4.7 CERTIFICATION**

By signature on the Offer/Price Page, Certification of Submittal page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:

- 4.7.1 The submission of the offer did not involve collusion or other anti-competitive practices.
- 4.7.2 The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
- 4.7.3 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.
- 4.7.4 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.
- 4.7.5 The Offeror hereby certifies, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government.

#### **4.8 CONFIDENTIAL INFORMATION**

All responses to this RFP become the property of OCFA and will be kept confidential until such time as recommendation for award of a contract has been announced. Thereafter, proposals are subject to public inspection and disclosure under the California Public Records Act. If a respondent believes that any portion of its proposal is exempt from public disclosure, such portion may be marked "confidential." OCFA will use reasonable means to ensure that such confidential information is safeguarded but will not be held liable for inadvertent disclosure of such materials,

data and information. Proposals marked “confidential” in their entirety will not be honored and OCFA will not deny public disclosure of all or any portion of proposals so marked. By submitting information with portions marked “confidential”, the respondent represents it has a good faith belief that such material is exempt from disclosure under the California Public Records Act and agrees to reimburse OCFA for, and to indemnify, defend and hold harmless OCFA, its officers, fiduciaries, employees and agents from and against: (a) any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs and expenses including, without limitation, attorneys’ fees, expenses and court costs of any nature whatsoever (collectively, “Claims”) arising from or relating to OCFA’s non-disclosure of any such designated portions of a proposal if disclosure is deemed required by law or court order. Additionally, OCFA may request that the bidder/respondent directly defend any action for disclosure of any information marked confidential.

#### **4.9 COMPLIANCE WITH LAWS**

All proposals shall comply with current federal, state, and other laws relative thereto.

#### **4.10 DEBARMENT / SUSPENSION POLICY**

In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, each offeror will be screened at the time of RFP response to ensure respondent, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

OCFA will verify respondent, its principal and their named subcontractors are not on the Federal debarred, suspended or otherwise excluded list of vendors located at [www.sam.gov](http://www.sam.gov).

#### **4.11 DELIVERABLES REQUIRED OF SUCCESSFUL FIRM(S)**

The successful firm(s) shall submit the following items to the Assistant Purchasing Agent or designee ***within ten (10) days of initiation of the contract award***:

- 4.11.1 Copy of Certificate of Insurance which shows compliance with the attached requirements and naming OCFA as an additional insured.

#### **4.12 DISCUSSIONS**

The OCFA reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

#### **4.13 DISQUALIFICATION OF OFFEROR(S)**

If there is reason to believe that collusion exists among the Offerors, OCFA may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-proposal to an Offeror, or who has quoted prices on materials to an Offeror, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Offerors. Reasonable grounds for believing that any Offeror is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Firm is interested. If there is reason to believe that collusion exists among the Firms, OCFA may refuse to consider Proposals from participants in such collusion. Firms shall submit as part of their Proposal documents the completed Non-Collusion Affidavit provided herein.

#### **4.14 DISPUTES RELATING TO PROPOSAL PROCESS AND AWARD**

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Purchasing Manager. Firm may appeal the recommended award or denial of award, provided the following stipulations are met:

- 4.14.1 Appeal must be in writing.
- 4.14.2 Appeal must be submitted within seven (7) calendar days of the date of notification of recommended award or denial of award.
- 4.14.3 An appeal of a denial of award can only be brought on the following grounds:
  - 4.14.3.1 Failure of OCFA to follow the selection procedures and adhere to the requirements as specified in the RFP or any addenda or amendments.
  - 4.14.3.2 A violation of conflict of interest as provided by California Government Code Section 87100 et seq.
  - 4.14.3.3 A violation of State or Federal law.

Additional information on the protest procedure can be found in the Orange County Fire Authority Ordinance No. 008 – Procurement Code, Sec. 1-78 Filing of a protest.

<http://www.ocfa.org/Uploads/Purchasing/OCFA%20Purchasing%20Ordinance.pdf>

#### **4.15 EXECUTION OF CONTRACT**

The RFP, the Offeror's proposal, and the resulting blanket purchase order will become incorporated as the complete contract. The Successful Offeror(s) shall execute the contract, including but not limited to signing all necessary documents and submitting all required evidences of insurance, within ten (10) days after personal delivery of the notice or within fifteen (15) days after such notice has been deposited in the United States mail. One copy of the contract will be returned to the offeror(s) after the OCFA executes the contract(s). In case of failure of the Offeror(s) to execute and return the contract and all required documents within the time allowed, the OCFA may, at its option, consider that the Offeror(s) has/have abandoned the contract.

#### **4.16 EXPERIENCE AND COMPETENCY**

The successful offeror(s) shall be skilled and regularly engaged in the general class or type of work called for under the contract. The successful offeror(s) shall also have no less than three (3) years' experience providing uniforms and accessories. Each Offeror shall provide information about experience with the proposal. To determine the degree of responsibility to be credited to the Offeror, OCFA will weigh any evidence that the Offeror has performed satisfactorily other contracts of like nature, magnitude, and comparable difficulty and comparable rates of progress. In selecting the most responsive and responsible Offeror(s), consideration will be given not only to the financial standing, but also to the general competency of the Offeror for the performance of the work specified in the contract documents.

#### **4.17 FAMILIARIZATION OF SCOPE OF WORK**

Before submitting a proposal, each offeror shall familiarize themselves with the scope of work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy themselves as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the

Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

#### **4.18 INDEMNIFICATION**

Offeror shall protect and indemnify the OCFA, the Board of Directors, and all of its or their officers, agents and servants against any claim or liability arising from or based on Offeror's violation of any existing or future state, federal, and local laws, ordinances, regulations, orders or decrees pertaining to Offeror's submittal.

Offeror agrees to protect, defend, indemnify, save and hold harmless the OCFA and its officers, officials, employees and volunteers from any and all claims, liabilities, expenses, or damages of any nature, including attorney fees, for injury to or death of any person (offeror's employees included), and for injury to any property, including consequential damages of any nature resulting there from, arising out of or in any way connected with the performance of this contract, except that the indemnity obligation of offeror shall be reduced by an amount proportional to the active negligence of the OCFA, if any.

Offeror shall comply with all of the provisions of the workers' compensation insurance laws and safety in employment laws of the State of California, including the applicable provisions of Divisions 4 and 56 of the California Labor Code and all amendments thereto and regulations promulgated pursuant thereto, and all similar state, federal, or local laws applicable; and contractor shall indemnify and hold harmless the OCFA from and against all claims, liabilities, expenses, damages, suits, actions, proceedings and judgments, of every nature and description, including attorney fees, that may be presented, brought or recovered against the OCFA for or on account of any liability under or failure to comply with any of said laws which may be incurred by reason of any work performed under this contract by offeror or any subcontractor or others performing on behalf of offeror.

The OCFA does not, and shall not, waive any rights against offeror which it may have by reason of the above hold harmless agreements, because of the acceptance by the OCFA or the deposit with the OCFA by contractor of any or all of the required insurance policies.

The hold harmless agreements by offeror shall apply to all liabilities, expenses, claims, and damages of every kind (including but not limited to attorney fees) incurred or alleged to have been incurred, by reason of the operations of offeror or any subcontractor or others performing on behalf of offeror, whether or not such insurance policies are applicable.

Offeror shall require any and all subcontractors to afford the same degree of indemnification to the OCFA and its elected and appointed boards, officers, agents, and employees that is required of offeror(s) and shall incorporate identical indemnity provisions in all contracts between offeror and his/her subcontractors.

In the event that offeror and the OCFA are sued by a third party for damages caused or allegedly caused by negligent or other wrongful conduct of offeror, or by a dangerous condition of the OCFA's property created by offeror or existing while the property was under the control of offeror, offeror shall not be relieved of its indemnity obligation to the OCFA by any settlement with any such third party unless that settlement includes a full release and dismissal of all claims by the third party against the OCFA.

**4.19 INDEPENDENT CONTRACTOR**

Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of OCFA. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent Contractors and not agents of OCFA.

**4.20 INQUIRIES**

Any question related to the Request for Proposal shall be directed to the Assistant Purchasing Agent, James Aguila. Questions and comments regarding this solicitation must be submitted via Planet bids, no later than the stated Q&A Deadline. The questioner's company name, address, phone and fax number, and contact person must be included with the questions or comments. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding. Answers will be released via addendum through Planet Bids and notification will be sent to prospective bidders who have downloaded the bid documents.

**4.21 INSURANCE**

Offeror shall not commence work under this contract until he/she has obtained all insurance required under this section and the insurance has been approved by the OCFA as to form, amount, and carrier, nor shall offeror allow any subcontractor to commence any work until all similar insurance required of the subcontractor has been obtained and approved. All insurance documents need to be provided 10 days prior to the start of work so there is enough time for review and resolution of any issues to preclude delay of the testing. Neither the failure of offeror to supply specified insurance policies and coverage, nor the failure of the OCFA to approve same shall alter or invalidate the provisions of this contract. The offeror agrees to:

- 4.21.1 Obtain insurance coverage of the type and amount required and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice of termination, cancellation or policy changes will be delivered in accordance with the policy provisions.
- 4.21.2 The comprehensive general liability insurance will include the OCFA as an additional insured with respect to liability arising out of the performance of this contract. Comprehensive automobile liability insurance is also required. The contractor agrees that the insurance hereunder will be primary and that any insurance carried by the OCFA will be excess and not contributing.
- 4.21.3 Provide and maintain minimum insurance limits as applicable.

Offeror will present to the OCFA written evidence (Certificates of Insurance and the Additional Insured Endorsement) of compliance with Items 1, 2 and 3 above. Said evidence shall be to the OCFA's Risk Management satisfaction.

**4.22 INSURANCE – WORKERS COMPENSATION INSURANCE**

Offeror shall obtain and maintain during the life of this contract workers' compensation insurance and, if any work is sublet, offeror shall require all subcontractors to obtain workers' compensation insurance. Workers' Compensation must have a limit of at least \$1,000,000 each accident/\$1,000,000 each employee for disease. A Waiver of Subrogation is required.

All workers' compensation insurance policies shall provide that the insurance must notify OCFA of cancellation or changes in the policy and notice will be delivered in accordance with the policy provisions.

Offeror is aware of the provision of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workman's Compensation or undertake self-insurance in accordance with the provisions of that Code, and will comply, with such provisions before commencing the performance of the work of this contract.

If your firm doesn't have any employees, a letter attesting to that fact must be provided to OCFA.

#### **4.23 INSURANCE – LIABILITY INSURANCE COVERAGE**

Offeror shall obtain and maintain during the life of this contract the following insurance coverage:

4.23.1 General Liability including operations, products and completed operations with a limit of \$1,000,000 each occurrence for bodily injury, personal injury and property damage/\$2,000,000 aggregate. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the required occurrence limit. For those businesses that are self-insured, a written declaration by the principal of the business should be provided.

4.23.2 Automobile liability, including owned, hired, and non-owned vehicles with a limit of \$1,000,000 each accident; \$1,000,000 uninsured motorist.

Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

4.23.3 Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG0001)

4.23.4 Insurance Service Office (ISO) Business Auto Coverage (Form CA 0001) covering any auto.

Coverage shall be provided by admitted insurers with an A.M. Best's Key Rating of at least A-VII.

4.23.5 Professional Liability with a limit of \$1,000,000 each occurrence/\$2,000,000 aggregate. If a firm provides claims made professional liability insurance, firm shall also agree in writing to purchase tail coverage in the amount required by the agreement to cover claims made within three years of the completion of firm's services under the agreement, or maintain professional liability insurance with the same carrier in the amount required by the agreement for at least three years after completion of firm's services under the agreement and evidence of such must be provided to OCFA.

Endorsements to the policies providing the above insurance shall be obtained by offeror, adding the following three provisions:

4.23.6 **Additional Insured's (for commercial general liability only)**

"OCFA, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to the subject project and agreement."

4.23.7 **Other Insurance**

"Any other insurance maintained by the Orange County Fire Authority shall be excess and not contributing with the insurance provided by this policy."

All insurance carriers utilized by the offeror or any subcontractor under this contract shall be approved by the California Department of Insurance to transact business in the State of California.

The types of services provided under this contract may further require offeror's insurance carrier(s) to be admitted insurers in the State of California.

#### **4.24 INTERPRETATION OF CONTRACT DOCUMENTS**

If any person is in doubt as to the true meaning of any part of the specifications or other contract documents, or finds discrepancies or omissions in the specifications, he/she may submit to the Orange County Fire Authority a written request for an interpretation or correction. Requests for interpretations shall be made in writing and delivered to OCFA Purchasing Section Attn: James Aguila, Assistant Purchasing Agent, by mail at: 1 Fire Authority Road Bldg. C, Irvine, California, 92602, by e-mail [jamesaguila@ocfa.org](mailto:jamesaguila@ocfa.org), or by facsimile to (714) 368-8845 at least ten (10) days before the Submittal Deadline. The requesting party is responsible for prompt delivery of any requests. When OCFA considers interpretations necessary, interpretations will be in the form of an addendum to the contract documents, and when issued, will be released via Planet Bids as promptly as is practical to all prospective bidders who have downloaded the contract documents. All such addenda shall become a part of the contract. Oral and other interpretations or clarifications shall be without legal or contractual effect. It is the responsibility of each Contractor to ensure the OCFA has their correct business name and address on file. Any prospective Contractor who obtained a set of contract documents from anyone other than OCFA is responsible for advising OCFA that they have a set of contract documents and wish to receive subsequent Addenda.

#### **4.25 NEGOTIATIONS**

Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the OCFA deems that negotiations are not progressing, OCFA may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).

#### **4.26 NOTICE OF INTENT TO AWARD**

A notification of Intent to Award will be sent to the Offeror(s) selected.

#### **4.27 OBJECTIONS**

Any objections as to the structure, content or distribution of this RFP must be submitted in writing to the named Buyer, no less than ten (10) working days before the RFP due date. Objections must be as specific as possible, and identify the RFP section number and title, as well as a description and rationale for the objection.

#### **4.28 PREPARATION OF PROPOSAL**

- 4.28.1 All proposals shall incorporate the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
- 4.28.2 The Proposal form and any solicitation amendments must be signed and returned with the proposal. The forms submitted shall be signed by a person authorized to submit an offer. An authorized signature on the Proposal form, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to provide services specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.

- 4.28.3 The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
- 4.28.4 Periods of time, stated as a number of days, shall be in calendar days.
- 4.28.5 It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
- 4.28.6 OCFA shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
- 4.28.7 Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.

#### **4.29 PROPOSAL OPENING AND RESULTS**

Please note that there will be no public opening of proposals. The list of firms participating in the solicitation will be available when the recommendation for award(s) is made to the Executive Committee.

#### **4.30 PUBLIC RECORD**

All proposals submitted in response to this Request for Proposal shall become the property of OCFA and shall become a matter of public record available for review subsequent to the award notification.

#### **4.31 WHERE TO SUBMIT PROPOSALS**

In order to be considered, the Offeror must complete and submit its proposal through OCFA's electronic e-procurement website, Planet Bids.

#### **4.32 WITHDRAWAL OF PROPOSAL**

At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.

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(RFP CONTINUED ON NEXT PAGE)**



**SECTION 5: GENERAL TERMS AND CONDITIONS**

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**5.1 ASSIGNMENT OF RIGHTS OR OBLIGATIONS**

Except as noted hereunder, successful offeror may not assign, transfer or sell any rights or obligations resulting from this solicitation without first obtaining the specific written consent from the OCFA.

**5.2 ATTORNEY FEES**

In the event a lawsuit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

**5.3 AUTHORITY OF ORANGE COUNTY FIRE AUTHORITY**

Subject to the power and authority of the OCFA as provided by law in this contract, the OCFA shall in all cases determine the quantity, quality, and acceptability of the work, provided under this contract. The OCFA shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the Firm hereunder.

**5.4 CANCELLATION OF THE CONTRACT**

Without cause, the OCFA may cancel this contract at any time with thirty (30) days written notice to the supplier/contractor. With cause, the OCFA may cancel this contract at any time with ten (10) days written notice to the Firm. Cancellation for cause shall be at the discretion of the OCFA and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful offeror may not cancel this contract without prior written consent of the Purchasing Manager.

**5.5 CHANGES IN WORK**

The OCFA may, at any time work is in progress, by written order and without notice to the sureties, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the OCFA may find necessary or desirable. The offeror shall not claim forfeiture of contract by reasons of such changes by the OCFA. Changes in work and the amount of compensation to be paid to the offeror for any extra work as so ordered shall be determined in accordance with the unit prices of offeror's proposal.

**5.6 COMPLIANCE OR DEVIATION TO SCOPE OF WORK/SERVICES**

Offeror hereby agrees that the material, equipment or service offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the offeror's response. Offeror may submit an attachment entitled "Exceptions to Specifications", which must be signed by offeror's authorized representative. An explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Proposals failing to comply with this requirement will be considered non-responsive.

**5.7 CONTRACT INCORPORATION**

This contract embodies the entire contract between the OCFA and the offeror. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or

modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the RFP solicitation, all addenda, all of offeror's successful submittal, supplemental agreements, change orders, and any and all written agreements which alter, amend or extend the contract. Offeror's signed proposal and the OCFA's written acceptance shall constitute a binding contract.

#### **5.8 FORCE MAJEURE**

If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the offeror, the offeror shall notify the OCFA, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, and acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather. Neither party to the agreement shall be held responsible for delay or default for causes shown above which is beyond that party's reasonable control. The OCFA may terminate the agreement upon written notice after determining such delay or default will reasonably prevent successful performance of the agreement.

#### **5.9 LACK OF FUNDING**

The OCFA may cancel any additional terms of this contract without further obligation in the event that budgetary funding has been discontinued. The offeror(s) shall receive written notification or either condition as soon as practically possible, but no later than thirty (30) days prior to termination.

#### **5.10 LAWS - ADHERENCE TO ALL LOCAL, STATE, & FEDERAL LAWS AND REQUIREMENTS**

The offeror shall adhere to all current applicable federal, state, and local laws, codes and ordinances, including, but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, and the California State Department of Health Services.

#### **5.11 LAWS GOVERNING CONTRACT**

This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the County of Orange, in the State of California. The parties further stipulate that the County of Orange, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

#### **5.12 SEVERABILITY**

If any provisions or portion of any provision, of this contract are held invalid, illegal or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

#### **5.13 SPECIFICATIONS, CHANGES TO**

The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or by written amendment. No changes, amendments, or modifications of any of the terms or conditions of the specification shall be valid unless reduced to writing and signed by both parties.

#### **5.14 SUBCONTRACTING**

If any offeror(s) submits a proposal with subcontracting portions of the engagement, that fact must be clearly identified in the proposal and the name of the proposed subcontracting firm must be

provided. Following the award of the actuarial services contract, no additional subcontracting will be allowed without the express prior written consent of the OCFA.

#### **5.15 TERMINATION OF CONTRACT**

This Contract may be terminated at any time by mutual written consent, or by the OCFA, with or without cause, upon giving thirty (30) days written notice. The OCFA, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the OCFA shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the OCFA before the effective date of termination.

The OCFA reserves the right to terminate the whole or any part of this Contract due to the failure of the Firm to carry out any term or condition of the Contract. The OCFA will issue a written ten (10) day notice of default to the Firm for acting or failing to act as specified in any of the following:

In the opinion of the OCFA, the Firm provides personnel that do not meet the requirements of the Contract;

In the opinion of the OCFA, the Firm fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the OCFA, the Firm attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Firm fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the OCFA, the Firm fails to make progress in the performance of the requirements of the Contract;

The Firm gives the OCFA a positive indication that the Firm will not or cannot perform to the requirements of the Contract.

Each payment obligation of the OCFA created by this Contract is conditioned upon the availability of funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the OCFA and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the OCFA at the end of the period for which funds are available.

The OCFA will endeavor to notify the Firm in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the OCFA in the event this provision is exercised, and the OCFA shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

#### **5.16 UNFORSEEN DIFFICULTIES**

All loss or damage arising out of the nature of the work to be done under the contract, or from any unforeseen obstructions or difficulties which may be encountered during the progress of the work and in the prosecution of the same, or from encumbrances on the line of work, shall be sustained by the offeror, except as may be otherwise specifically provided by the contract documents.

**SECTION 6: PROPOSAL REQUIREMENTS**

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To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified below. All offerors are expected to provide detailed answers to the following points. The answers provided will be relevant in the evaluation process of the proposal. Additional information, if provided, should be separately identified in the proposal.

**Proposal Response Format:**

Offerors shall submit a written proposal that presents the Offeror's qualifications and understanding of the equipment to be provided and the work to be performed. Offerors are asked to address each evaluation criterion and to be specific in presenting their qualifications. Your proposal should provide all the information considered pertinent to your qualifications for this project. Proposals shall include, at a minimum, the following:

1. **Letter of Transmittal:** Attachment A
2. **Offeror's information:** Attachment B
3. **Certification of Proposal:** Attachment C
4. **Party Participant and Agent Disclosure Forms:** Attachment D
5. **W-9:** Attachment E
6. **Statement of Qualifications:** Attachment F
7. **FDA Documentation and History:** Attachment G
8. **Project Approach/Scope of Work:** Attachment H
9. **Technical Specifications:** Attachment I
  - a. **Documentation:** The proposal should include documentation related to proposed equipment. This includes, but is not limited to:
    - i. Product specifications
    - ii. User guides
    - iii. Configuration guides
    - iv. Maintenance guides
10. **Offer/Cost Proposal:** Attachment J

## SECTION 7: EVALUATION OF PROPOSALS AND NEGOTIATIONS

Proposals must fully address the evaluation factors; contain references and data to verify qualifications and experience that address the Firm's ability to provide services and deliverables as outlined in the specifications and scope of work. All proposals will be reviewed by an evaluation committee comprised of OCFA staff for compliance with the specifications including documented capability to perform the prescribed work in a satisfactory manner. Respondents should respond to all requirements in the order in which they are presented. Proposals, which appear to be compliant, will be evaluated in accordance with the following:

<b>TABLE A – EVALUATION OF RFP RESPONSES</b>	
<b>EVALUATION FACTOR CORRESPONDING TO SECTION NUMBER BELOW</b>	<b>MAXIMUM POINTS</b>
Overall Responsiveness	5
Statement of Qualifications	15
FDA Documentation and History	5
Project Approach/Scope of Work	20
Technical Specifications	25
Proposed Costs	30
<b>GRAND POINT TOTAL:</b>	<b>100</b>

- 7.1 Overall Responsiveness** – up to a maximum 5 points will be awarded in this category. This set of criteria assesses the overall responsiveness, organization, and completeness of the proposal.
- 7.2 Statement of Qualifications** – up to a maximum of 15 points will be awarded in this category. This set of criteria assesses the offeror's history of performance and demonstrated ability based on the responses provided to Attachment F- Statement of Qualifications.
- 7.3 FDA Documentation and History** – Up to a maximum of 5 points will be awarded in this category. Please see Attachment G for a complete description of the factors that will be evaluated in deriving each Proposer's score in this category.
- 7.4 Project Approach/Scope of Work** – Up to a maximum of 20 points will be awarded in this category. This set of criteria assesses how well the offeror responds to and demonstrates an understanding of the objectives listed in the RFP based on the responses provided to Attachment H - Project Approach/Scope of Work.
- 7.5 Technical Specifications** – Up to a maximum of 25 points will be awarded in this category. This set of criteria assesses how well the product quality meets or exceeds the device specifications based on the responses provide to Attachment I - Technical Specifications.
- 7.6 Proposed Costs** – up to a maximum 30 points will be awarded in this category. The evaluation of each offeror's cost proposal will be conducted using the following formula:

**Lowest Responsive Offer - Total Cost**

----- X 30 = Awarded Points

**This Proposer's Total Cost**

The lowest price proposal will not necessarily be selected. OCFA is looking for the best value versus the lowest price. Because this proposal is negotiable, all pricing data will remain confidential until after award is made, and there will be no public opening and reading of proposals. The OCFA may request a best and final offer from the top ranking firms for further evaluation and consideration.

**SECTION 8: ADDITIONAL INFORMATION ABOUT THE EVALUATION PROCESS**

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**8.1 SHORTLIST** - OCFA reserves the right to shortlist the Offerors on all of the stated criteria. OCFA may determine that short listing is not necessary.

**8.2 INTERVIEWS/PROOF OF CONCEPT TESTING**

**8.2.1 INTERVIEW** – OCFA reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, OCFA may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. OCFA shall not reimburse the offeror for the costs associated with the interview process. Interviews will be held at a time and place specified by OCFA. The Firm's key project team members will be invited to attend the interview. The interviews will last approximately 2 hours, with the time allocated between firm's presentation and question and answer period. The firms should be prepared to discuss at the interview, their specific experience providing services similar to those described in the RFP, project approach, functional and technical requirements, estimated work effort, available resources, and other pertinent things that distinguish your firm from others.

**8.2.2 FIELD TRIAL** – Following the completion of vendor interviews/demonstrations, selected vendors may be requested to participate in an equipment training/testing field trial for their proposed equipment. The goal of this phase is to evaluate system suitability for use in OCFA's field environment.

Each proposed solution will be evaluated by OCFA personnel in the course of patient care for five shifts. Vendors will be required to provide a minimum of three (3) monitor/defibrillators that comply with all specifications offered in the vendor's response to this solicitation for the evaluation process, as well as all supplies and accessories necessary to allow evaluation of the proposed solution in field use. **The Orange County Fire Authority will not be liable to vendors for any damages sustained by the field devices during the field trial phase.** In the event of a monitor failure during the field trial, the vendor will be expected to supply a replacement unit as quickly as possible.

**8.2.3 Interview/Field Trial Evaluation Points:**

- **Interview/Demonstration**      **25 points**
- **Field Trial**      **25 points**

The score achieved from the interview and field trial will be combined with the scoring for the initial evaluation, for a total. It is OCFA's intent to commence negotiations with the offeror(s) deemed most advantageous. OCFA reserves the right to re-evaluate the written proposal in light of any additional information provided in the interview.

**8.3 ADDITIONAL INVESTIGATIONS** - OCFA reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

**8.4 PRIOR EXPERIENCE** - Previous experiences with the proposer may be taken into consideration when evaluating qualifications and experience.

**8.5 POST PROPOSAL DISCUSSIONS WITH OFFERORS** - OCFA reserves the right to conduct post-proposal discussions with any Offeror(s). The Offeror with the highest overall number of points after negotiation will be recommended for award of the contract. When the evaluation team has completed its review of the proposals and the finalized the negotiated best and final offer, the Purchasing Department will send a Notice of Intent to Award to the successful Firm.



## **Orange County Fire Authority**

### **Request for Proposal**

### **Replacement of Cardiac Monitor / Defibrillators & AED Units**

**Date: July 15, 2016**

**RFP Number: JA2148**

#### **PROPOSAL REQUIRED RESPONSE FORMS**

- Attachment A – Letter of Transmittal
- Attachment B – Offeror's Information
- Attachment C – Certification of Proposal
- Attachment D – Party Participant and Agent Disclosure Forms
- Attachment E – W-9
- Attachment F – Statement of Qualifications
- Attachment G – FDA Documentation and History
- Attachment H – Project Approach/Scope of Work
- Attachment I – Technical Specifications
- Attachment J – Offer/Cost Proposal

**ATTACHMENT A: LETTER OF TRANSMITTAL**

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**Letter of Transmittal:** The Letter of Transmittal shall be addressed to James Aguila, Assistant Purchasing Agent, OCFA Purchasing Department, and should, at a minimum, contain the following:

- a. Identification of Proposer, including name, address, and telephone number.
- b. A brief summary of the offeror's understanding of the objectives outlined in the scope of work with a commitment to provide the services in accordance with its proposal and the terms and conditions of any contract, which may be awarded pursuant to this RFP.
- c. A statement to the effect that the proposal shall remain valid for not less than one hundred and eighty (180) days from the date proposals are due.
- d. The Letter of Transmittal should be provided on the firm's letterhead and should be signed by the Prime Consultant or in the case of a joint venture or other joint-prime relationship; an officer of each venture partner shall sign on behalf of the proposing firm. Letter must be signed by an individual authorized to bind the Offeror.



**ATTACHMENT B: OFFEROR'S INFORMATION**

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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:** \_\_\_\_\_

**FIRM PARENT OR OWNERSHIP:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**FIRM TELEPHONE #:** \_\_\_\_\_ **FIRM FAX #:** \_\_\_\_\_

**FIRM'S TAX I.D. NUMBER:** \_\_\_\_\_ **INCORPORATED:** YES ☐ NO ☐

**LEGAL FORM OF COMPANY:** (partnership, corporation, joint venture): \_\_\_\_\_

**LENGTH OF TIME YOUR FIRM HAS BEEN IN BUSINESS:** \_\_\_\_\_

**LENGTH OF TIME AT CURRENT LOCATION:** \_\_\_\_\_

**NUMBER OF EMPLOYEES:** \_\_\_\_\_ **NUMBER OF CURRENT CLIENTS:** \_\_\_\_\_

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

**NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**TELEPHONE #:** \_\_\_\_\_ **E-MAIL:** \_\_\_\_\_

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

**NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**TELEPHONE #:** \_\_\_\_\_ **E-MAIL:** \_\_\_\_\_

**ATTACHMENT C: CERTIFICATION OF PROPOSAL**

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In responding to **RFP JA2148-Monitor/Defibrillator**, 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 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:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP CODE:** \_\_\_\_\_

**SIGNATURE OF PERSON  
AUTHORIZED TO SIGN:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**ATTACHMENT D: PARTY AND PARTICIPANT DISCLOSURE FORMS**

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**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, Chair  
Phillip Tsunoda, Director  
Joseph Muller, Director  
Michele Steggell, Director  
Laurie Davies, Director  
Dwight Robinson, Director  
Ed Sachs, Director  
Carol Gamble, Director  
John Perry, Director  
David Sloan, Director  
Al Murray, Director  
Tri Ta, Director  
Todd Spitzer, Director

Elizabeth Swift, Vice Chair  
Rob Johnson, Director  
Jeffery Lalloway, Director  
Don Sedgwick, Director  
Noel Hatch, Director  
Shelley Hasselbrink, Director  
Craig Green, Director  
Bob Baker, Director  
Vicente Sarmiento, Director  
David John Shawver, Director  
Rick Barnett, Director  
Lisa Bartlett, Director

**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 entitlements<sup>1</sup> for use, including all entitlements for land use, all contracts<sup>2</sup> (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.

<sup>1</sup> *Entitlement for the purposes of this form refers to contract award.*

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

**PARTY DISCLOSURE FORM**

Party's Name: \_\_\_\_\_

Party's Address: \_\_\_\_\_

Party's Telephone: \_\_\_\_\_

Solicitation Title and Number: \_\_\_\_\_

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: \_\_\_\_\_

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**

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Attach an IRS W-9 Form with submittal

**ATTACHMENT F: STATEMENT OF QUALIFICATIONS**

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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.

- a. Describe the firms experience in completing projects of a similar size, scope, and complexity as the equipment and services required by this RFP. Include the number of years firm has been providing similar equipment and performing similar services.
- b. Describe the firms experience with local governments.
- c. List of key staff members who will be working on this project and their specific responsibilities with respect to the scope of work.
- d. List of customers currently using equipment proposed.
- e. Provide a minimum of five (5) business references, preferably at the level of local public agency or federal agency for which product and services similar to those outlined herein have been provided or are currently being provided. The reference information should include:
  - Agencies name,
  - Project description,
  - Number of units,
  - Project dates (starting and ending),
  - Agency contact name, title, telephone number and email.

**ATTACHMENT G: FDA DOCUMENTATION AND HISTORY**

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Provide documentation of FDA approval for the monitor/defibrillator and AED offered in the proposal.

Provide information on any and all (mandatory and voluntary) FDA activity (recalls, safety alerts, warnings, or advisories) from the past five years, associated with the defibrillator being offered.

Include actions taken by the FDA and the vendor's responses to those actions.

**ATTACHMENT H: PROJECT APPROACH/SCOPE OF WORK**

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**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 2.6 Accessories and Disposable Supplies Contract:**

- a. Provide information on the ordering process (email, fax, phone, online) and the typical timeline for receipt of these items after an order has been placed.
- b. Provide information on the pricing structure for supplies and accessories not specifically included in the list provided in the RFP, which OCFA may occasionally place orders for throughout the course of the contract (for example: % discount off of manufacturer's list price, etc.).

**Section 2.7.1 Initial Product Warranties:**

- a. Describe the proposed cardiac monitor/ defibrillator'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.
- b. Describe the proposed AED'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 2.7.2 Extended Warranty:**

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

**Section 2.7.3 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.
- c. Describe how software updates are implemented.

**Section 2.7.4 Device Repairs:**

- a. Include a cost schedule for repairs that fall outside warranty and service agreements. Descriptions should include labor and parts costs schedules. The proposal should also indicate conditions under which monitors 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 2.7.5 Technical Support:**

- a. Describe technical support available to OCFA personnel. Descriptions should include on-line and phone services available, hours of availability, costs associated with technical support, and a 24-hour means of notification for critical device problems as well as a resource for local loaner devices not requiring shipping should be identified.

**Section 2.8 Implementation Requirements:**

- a. **2.8.1 Delivery:** What is the estimated delivery lead time for the initial purchase of 120 Cardiac Monitors/Defibrillators and 180 AEDs 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 applicable to each program, estimated time required for each training session, background of instructors and include samples of written and online materials appropriate to the training.

**ATTACHMENT I: TECHNICAL SPECIFICATIONS**

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Provide **detailed responses** to the following technical specifications from Section 3: Device Specifications. Responses which simply include “Complies” or “See attached brochure/product information” is insufficient.

Please provide details for any exceptions or alternatives to the specifications provided. It should be noted that no one single product deviation, in and of itself, is likely to automatically preclude a proposal from further consideration, however, all such specification deviations, no matter how minor, must be noted and explained.

**Clinical Capabilities (3.1.1):*****Patient Compatibility***

- a. Unit is compatible with adult and pediatric patients and integrates with the Automatic External Defibrillator. *Describe patient applications and limitations.*

***Patient Monitoring***

- b. Unit provides multi-lead ECG monitoring capability. *Describe leads that can be recorded and displayed by monitor.*
- c. Unit provides audio and visual alerts to changes in patient condition. *Describe alerts available on monitor and the results of silencing and / or dismissing an alert.*
- d. Unit alerts users to development of lethal dysrhythmias. *Describe alerts available on monitor.*
- e. Unit provides Lead Off alert. *Describe lead off alert.*
- f. Unit’s default alerts are configurable by administrator at time of initial setup. *Describe procedure(s) for setting default alerts.*
- g. Unit’s alerts can be easily set and adjusted by users while at patient side. *Describe procedure(s) for adjusting alerts in field.*
- h. Unit records standard diagnostic 12-lead ECG. *Describe capability to record diagnostic 12- lead ECG.*
- i. Unit simultaneously displays all 12 ECG leads (dynamic 12-lead ECG). *Describe display of dynamic 12-lead ECG.*
- j. Unit prints diagnostic 12-lead ECGs. *Provide samples of hard copy 12 leads printed from device.*
- k. Unit has clinically validated algorithms for identifying Acute Myocardial Infarction(s) AMI). *Vendor must describe algorithms, including sensitivity and specificity and must cite the references for these values.*
- l. Unit has configuration options that allow administrator to disable or enable AMI identification algorithms. *Describe process for enabling / disabling the 12 lead interpretive algorithms.*
- m. Unit monitors End Tidal Carbon Dioxide (ETCO<sub>2</sub>) via waveform capnography and displays numerical values in patients who are spontaneously breathing, and patients who require mechanical support of ventilation. *Describe ETCO<sub>2</sub> monitoring capabilities.*
- n. Unit displays quantitative values and waveform for all ETCO<sub>2</sub> monitoring. *Describe quantitative and waveform displays, and describe time required from circuit completion to ETCO<sub>2</sub> display.*

- o. Unit provides trend analysis for ETCO<sub>2</sub> monitoring in the course of patient care. *Describe trend analysis capabilities.*
- p. Unit provides pulse oximetry monitoring capability. *Describe pulse oximetry capability.*
- q. Unit displays quantitative values and waveform for all pulse oximetry monitoring. *Describe quantitative and waveform displays.*
- r. Unit provides trend analysis for pulse oximetry monitoring in the course of patient care. *Describe trend analysis capabilities.*
- s. Unit uses a variety of disposable and reusable pulse oximetry probes. *Describe probes that can be used with pulse oximetry monitor.*
- t. Unit provides Non-Invasive Blood Pressure (NIBP) monitoring capability. *Describe NIBP capability.*
- u. Unit allows administrator to set default interval to automatically collect vital signs. *Describe procedure for setting default interval.*
- v. Unit allows field users to easily adjust interval in the course of patient care. *Describe procedure for adjusting interval in the course of patient care.*
- w. Unit calculates and displays Mean Arterial Pressure (MAP). *Describe MAP capabilities.*
- x. Unit comes with BP cuffs to fit a variety of patients, including neonatal, pediatric, adult, and bariatric patients. *Describe the cuffs available for use with the unit.*
- y. NIBP unit is vibration resistant. *Describe vibration resistance.*
- z. NIBP unit functions with wireless BP cuffs. *Describe this capability.*
- aa. Unit provides real-time CPR quality feedback without need to look away from patient. *Describe this capability including available metronome or similar compression reminder feedback.*
- bb. CPR Feedback alerts providers when CPR fails to meet upper or lower parameters for: compression rate, compression depth, compression release. *Describe these capabilities.*
- cc. CPR Feedback alerts providers when CPR fails to meet upper or lower parameters for: ventilation rate, pauses in CPR. *Describe these capabilities.*
- dd. Administrators can modify CPR parameters without relying on vendor support staff. *Describe this capability.*
- ee. Unit provides continuous body temperature monitoring capability. *Describe this capability.*
- ff. Unit provides esophageal temperature monitoring capability. *Describe this capability and describe available temperature probe types.*

**Patient Interventions**

- gg. Unit provides therapeutically appropriate defibrillation. *Describe type of defibrillation provided by unit, and list all energy levels provided by unit for adults and pediatric patients.*
- hh. Unit supports “hands-off” defibrillation in the Anterior-Anterior and Anterior-Posterior defibrillation electrodes positions. *Describe this capability.*
- ii. Defibrillator safely and easily dumps a defibrillation / cardioversion charge. *Describe this capability.*



- jj. Unit supports the use of combination pacing / defibrillation pads. *List compatible combination pads. Vendor will document FDA and/or vendor guidelines on use of listed pads, including but not limited to effects on monitor performance and vendor warranties.*
- kk. Unit adapts to use defibrillation pads from multiple manufacturers. *List pads with which monitor can be adapted to deliver interventions, and the procedure and / or adapters necessary to make this possible. Vendor will document FDA and/or vendor guidelines on use of listed pads, including but not limited to effects on monitor performance and vendor warranties.*
- ll. Unit supports simultaneous delivery of two distinct defibrillatory shocks, each set for maximum energy (e.g. using two cardiac monitors) without requiring recertification. *Describe this capability.*
- mm. Unit supports synchronized cardioversion at multiple energy levels. *Vendor must describe type of cardioversion provided by unit, describe the process for delivering synchronized cardioversion, and list all energy levels provided by unit.*
- nn. Unit supports transthoracic cardiac pacing at multiple rates and energy levels. *Vendor must describe type of pacing provided by unit, describe the process for initiating and maintaining external pacing, and list all energy levels provided by unit.*
- oo. Pacing unit detects internal pacing. *Describe this capability.*
- pp. Pacing unit provides external pacing in a fixed mode. *Describe this capability and describe other available pacing modes.*

**Physical Specifications (3.1.2):****Construction**

- a. Unit meets military specifications for resistance to drops, vibrations, and environmental conditions. *Describe compliance with military specifications.*
- b. Unit is easy to clean (i.e. minimal cracks or crevices; smooth surfaces throughout, etc.). *Describe cleaning of device.*
- c. Unit is water/liquid resistant – must be capable of operating in wet/humid conditions and withstand cleaning/ disinfection. *Describe liquid tolerance of device.*
- d. Unit is certified for air medical operations and compatible with avionics. *Describe air medical certifications.*

**Size**

- e. Unit has multiple carrying options, including handle and shoulder strap. *Describe this capability.*
- f. Unit minimizes the number of cables necessary to perform all functions. *Describe this capability.*
- g. Unit provides recessed or flush mounting of cables and external devices. *Describe this capability.*
- h. Unit is compact when all cables and attachments are stored. *Describe this capability.*

**Protection**

- i. Proposal to include a durable soft case to protect monitor during regular use. *Describe case to be used with monitor.*
- j. Soft case includes screen protection. *Describe screen protection available for monitor.*

- k. Unit's cable system includes durable components and connections that are resistant to damage. *Describe measures taken to protect cables and connections from damage caused by conditions encountered in the prehospital environment.*
- l. Soft case includes top opening storage compartments. *Describe storage capabilities of soft case.*
- m. Unit includes provisions for theft tracking device. *Describe theft tracking capabilities.*

**Power Sources**

- n. Unit operates on AC and DC power. *Describe power sources used by device, and any converters needed.*
- o. Unit operates on battery power for minimum of 4 hours while using multiple components, without requiring changing batteries. *Describe batteries and expected life under normal prehospital operating conditions and circumstances.*
- p. Unit displays visual indicators of battery charge level(s). *Describe this capability.*
- q. Batteries are hot-swappable. *Describe this capability.*
- r. Batteries recharge quickly. *Describe duration required for batteries to return to full charge from fully depleted state: in monitor & in battery support system.*

**Mounting Systems**

- s. Proposal includes a variety of mounting systems, including but not limited to: ambulance, aircraft, and stretcher. *Describe all mounting systems*
- t. Proposed mounting systems operate with monitor in fully loaded soft case. *Describe this capability.*

**Usability (3.1.3):****User Interface**

- a. Unit's interface is easy to use and navigate for administrators and field users. *Describe ease of use features.*
- b. Users can easily enter data into monitor. *Describe features.*

**Display**

- c. Unit displays at a minimum filtered ECG, ETCO2 waveform and quantitative value with CPR quality indicators during cardiac arrest. *Describe display.*
- d. Unit displays waveforms and numeric values for monitored inputs. *Describe display.*
- e. Display has color-capable anti-glare screen that can be easily read in direct sunlight. *Describe display.*
- f. Administrator easily defines default waveform displays. *Describe procedure for setting default display.*
- g. Field crews easily reconfigure displays in course of patient care. *Describe procedure for changing waveform(s) displayed.*
- h. Screen provides day and night contrast schemes. *Describe display.*
- i. Screens brightness is easily adjustable. *Describe capability and brightness range.*

**Configurability**

- j. Administrator can easily transfer configuration settings from one monitor to another (“cloning”), ideally through a Wi-Fi or other network. *Describe this capability, and whether additional cost or equipment are required for Wi-Fi.*
- k. Unit can be customized with modular components to change functionality as needs change. *Describe ability to add components.*
- l. Administrator can preprogram device to capture event data. *Describe this capability.*
- m. Unit autonomously synchronizes internal clock to external time source. *Describe this capability.*
- n. Unit can be remotely administered via network. *Describe this capability.*

**System Diagnostics**

- o. Unit performs automated system tests without prompting from users. *Describe this capability including the test frequency and components tested.*
- p. Unit initiates visual and audio alerts when faults are found. *Describe this capability.*
- q. Test results can be downloaded from device without vendor assistance. *Describe this capability.*
- r. Test results can be aggregated and stored in a central data warehouse. *Describe this capability.*

**Printing**

- s. Users can print out and/or export results of diagnostic tests. *Describe this capability.*
- t. Users can print summary of patient contact immediately following patient care. *Describe this capability.*
- u. Unit has capability to configure delay between display of waveform event and printing of same. *Describe process for configuring delay.*
- v. Users can print entire case or only selected items. *Describe this capability.*
- w. Case printout includes initial rhythms and all events. *Describe this capability.*
- x. Users can print vital signs trends and ECGs. *Describe this capability.*
- y. Unit can print on large format paper. *Describe this capability.*

**Data Transmission**

- z. Unit has Wi-Fi and Broadband capability. *Describe Wi-Fi and Broadband integration into device, including available modes.*
- aa. Unit is compatible with and can export case data to ImageTrend Elite electronic PCR. *Describe this capability and the different ways data can be transferred from the proposed unit to ImageTrend Elite (peer-to-peer, cloud-to-cloud, etc.)*
- bb. Unit is compatible with windows based tablet devices. *Describe this capability and provide a list of the most common windows based tablets utilized with the proposed unit.*
- cc. Unit is compatible with Apple iOS devices. *Describe this capability and provide a list of the Apple devices utilized with the proposed unit.*
- dd. Unit transfers large data files to ImageTrend Elite electronic PCR rapidly and without interruption using ‘cloud-to-cloud’ integration. *Describe this capability and if there are additional costs for cloud-to-cloud integration.*

- ee. Unit supports the use of flash memory for large file transfer and device configuration. *Describe this capability.*
- ff. Unit supports transmission of 12-lead ECGs to receiving hospitals. *Describe this capability.*
- gg. Unit transmits 12-lead ECGs via multiple means ('cloud-to-cloud' integration, Wi-Fi and/or broadband). *Describe this capability and if there is additional cost or equipment for Wi-Fi transmission.*
- hh. Unit transmits one ECG to multiple destinations. *Describe this capability.*
- ii. 12-lead transmission does not interfere with patient care activities. *Describe this capability.*
- jj. Reception of 12-lead ECG at receiving facility does not require special hardware or software. *Describe this capability.*
- kk. Unit notifies sender that 12-lead transmission has been received. *Describe this capability.*

### **Data Capture and Analysis (3.1.4):**

#### **Data Capture**

- a. Unit stores data from multiple patient contacts. *Describe storage capability.*
- b. Unit can upload data to central database for aggregation and further analysis. *Describe this capability.*

#### **Event Analysis Software**

- c. Vendor proposal to include provision of software to support analysis of data downloaded from monitors as individual cases and on an aggregate basis. *Describe this capability.*
- d. Software runs on Windows operating system. *Describe this capability.*
- e. Software runs on Macintosh iOS. *Describe this capability.*
- f. Software is available in 32 and 64 bit versions. *Describe this capability.*
- g. Software integrates with other common electronic medical records systems. *Describe software integration capabilities.*
- h. Software integrates with Microsoft Office and other common business productivity software. *Describe this capability.*
- i. Vendor offers licensing provisions appropriate to multi-user, multi- site environment. *Describe licensing provisions.*
- j. Software supports case forwarding via sharing or e-mail. *Describe this capability.*
- k. Users can annotate cases. *Describe this capability.*
- l. Users can export waveforms to other formats (e.g. JPEG, etc.). *Describe this capability.*
- m. Software supports real time playback of events. *Describe this capability.*
- n. Playback displays multiple waveforms: ECG, SpO2, and ETCO2. *Describe this capability.*
- o. Users can export numeric data to raw formats (CSV, TXT, etc.) for further analysis. *Describe this capability.*
- p. Users can configure trend analysis intervals. *Describe this capability.*
- q. Software supports post event analysis of CPR quality. *Describe this capability.*

- r. CPR quality analysis includes the following factors: pauses, depth, rate, CPR fraction, recoil/release, and events. *Describe this capability.*
- s. Software supports multiple printing options for cases. *Describe this capability.*

**Deviations/Exceptions**

- a. List any product deviations or exceptions taken to the device specifications listed above.

**Additional Features**

- a. Information on additional features, specifications, or capabilities not specifically addressed in the device 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

**ATTACHMENT J: PRICING PAGE**

The pricing request is for the initial purchase of 120 cardiac monitor/defibrillators, 180 AEDs, supporting parts, supplies and accessories. Pricing for each Cardiac Monitor/Defibrillator Package and AED Package shall be **COMPLETE** and include **ALL** costs associated with delivery, setup, training and implementation of the completed units. All equipment necessary for implementation of the designed use including modems, gateways and etc., for transmission are to be included in the proposal price. Please complete Attachment A – Cost Proposal with your company's pricing for the first year of the contract.

**Initial One-Time Purchase**

Item	Description	Qty	UOM	Unit Price	Total
1	<b>Cardiac Monitor/Defibrillator Package</b> -includes all items specified in section 2.5.1 Monitor Package	120	Each	\$	\$
2	<b>Electrical Generator / Simulator capable of simulating Cardiac Monitor use</b>	10	Each	\$	\$
3	<b>4 Years of Extended Warranty w/ Comprehensive Onsite Service</b> Provide the per Monitor price <b>Non-taxable</b>	120	Each	\$	\$
4	<b>5 Years of Annual Preventative Maintenance</b> Provide the per Monitor price <b>Non-taxable</b>	120	Each	\$	\$
<b>Sales Tax (8%)</b>					
<b>Total</b>					

**Initial One-Time Purchase**

Item	Description	Qty	UOM	Unit Price	Total
1	<b>Automated External Defibrillator Package for EMS Trained Personnel Use</b> -Proposed EMS AEDs to include CPR Feedback/CPR Quality AEDs, no ECG necessary -includes all items specified in section 2.5.1 AED Package	140	Each	\$	\$
2	<b>Automated External Defibrillator Package for "Public Access" use</b> -CPR Quality AEDs are NOT required for Public Access use AEDS -includes all items specified in section 2.5.1 AED Package	40	Each	\$	\$
3	<b>Electrical Generator / Simulator capable of simulating AED use.</b>	10	Each		
<b>Sales Tax (8%)</b>					
<b>Total</b>					

**QUANTITIES:** The quantities listed are for the as-needed purchase of accessories and disposable supplies and are the approximate estimates for a one-year period based on the anticipated annual usage. Quantities will vary significantly. OCFA does not imply or make any commitment to purchase a specific quantity during the term of the agreement and/or subsequent renewal options.

**Annual Contract for as-needed Purchases of Supplies and Accessories**

Item	Description	Qty	UOM	Unit Price	Ext. Total
1	ECG CABLE 12-LEAD, 10FT, p/n: 8300-0803-01 Equivalent Description & p/n: _____	56	Each		
2	SPO2 DISPOSABLE PEDIATRIC SENSORS, p/n: 8000-0321 Equivalent Description & p/n: _____	1,490	Each		
3	SPO2 DISPOSABLE NEONATE SENSOR, p/n: 8000-0323 Equivalent Description & p/n: _____	1,079	Each		
4	PEDIATRIC DEFIB PADS SET, p/n: 8900-0810-01 Equivalent Description & p/n: _____	581	Each		
5	ECG ELECTRODES - 4 LEAD (4 Per Package), p/n: 8900-0004 Equivalent Description & p/n: _____	7,818	Pack		
6	ECG ELECTRODES – PEDIATRIC (4 Per Package), p/n: 8900-0709 Equivalent Description & p/n: _____	700	Pack		
7	ADULT DEFIB PADS SET (2 Per Package), p/n: 8900-0400 Equivalent Description & p/n: _____	2,320	Pack		
8	AED 123 LITHIUM BATTERY SLEEVE, p/n: 8000-0807-01 Equivalent Description & p/n: _____	60	Each		

9	ECG ELECTRODES - 12 LEAD (6 Per Package), p/n: 8900-0006 Equivalent Description & p/n: _____	3,097	Pack		
10	SPO2 DISPOSABLE ADULT SENSOR, p/n: 8000-0320 Equivalent Description & p/n: _____	422	Each		
11	REUSABLE SPO2 CABLE, p/n: 8000-0330 Equivalent Description & p/n: _____	20	Each		
12	RECHARGEABLE LITHIUM ION BATTERY, p/n: 8019-0535-01 Equivalent Description & p/n: _____	26	Each		
13	REUSABLE SPO2 SENSOR / CLAMSHELL ADULT, p/n: 8000-0294 Equivalent Description & p/n: _____	21	Each		
14	PAPER ROLLS (150 ESTIMATED PER MONTH), p/n: 8000-000901-01 Equivalent Description & p/n: _____	1800	Roll		
15	Filterline Set End Tidal Adult/Ped Case of 25 (ET use), p/n: 8300-0520-01 Equivalent Description & p/n: _____	929	Case		
16	Smart Capnoline End Tidal (nasal cannula), p/n: 8300-0524-01 Equivalent Description & p/n: _____		Case		
<b>Sales Tax (8%)</b>					
<b>Total</b>					

Please provide information on the pricing structure for supplies and accessories not specifically included in the list above which OCFA may place orders for throughout the course of the contract (for example: % discount off of manufacturers list price, etc.):

\_\_\_\_\_

\_\_\_\_\_



**PRICING:** Unit Price must include everything, except sales tax, including but not limited to all costs associated in the acquisition, including shipping and delivery charges. Unit prices are firm fixed prices for each contract year.

**PRICE CHANGES:** 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.

**ADDITIONAL EQUIPMENT PURCHASE:** OCFA desires the option to purchase additional equipment as needed throughout the life of the contract. Please indicate how long your firm is willing hold the proposed pricing.

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

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

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**"PIGGYBACK" CLAUSE.** Offeror shall indicate below if they will extend the same prices, terms, and conditions of the proposal to other public agencies: Yes \_\_\_\_ 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](mailto: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.

**CURRENT EQUIPMENT – BUY BACK/TRADE IN PRICING**

OCFA desires to obtain trade-in / buy back pricing for all of the existing monitor systems, AEDs, and support equipment which are in good working condition. Trade-in items will be available for vendor pick up after the new system has been fully deployed and OCFA will attempt to make trade-in equipment available to the vendor at a central location. The vendor is responsible for all costs and logistics related to trade-in items.

ITEM DESCRIPTION	QUANTITY	BUY BACK / TRADE IN PRICE OFFERED PER UNIT	TOTAL PRICE
PS Series AED Plus LCD Defibrillators	69	\$	\$
PS Series AED Plus No Voice Defibrillators	19	\$	\$
Zoll E-Series Defibrillators * <ul style="list-style-type: none"> <li>Pulse Oximetry (SPO2)</li> <li>Capnography/End-tidal Carbon Dioxide Monitoring (EtCO2)</li> <li>12 lead Monitoring</li> <li>Transcutaneous (TCP)</li> </ul>	89	\$	\$
Zoll E-Series Defibrillators * <ul style="list-style-type: none"> <li>Pulse Oximetry (SPO2)</li> <li>Capnography/End-tidal Carbon Dioxide Monitoring (EtCO2)</li> <li>12 lead Monitoring</li> <li>Transcutaneous (TCP)</li> <li>Non-invasive Blood Pressure</li> </ul>	16	\$	\$
Zoll AED Pro Defibrillators	49	\$	\$
Zoll AED Plus Defibrillators	17	\$	\$
Zoll AED Defibrillators	19	\$	\$
Zoll Sure Power Charging Station	90	\$	\$
<b>Total Trade-in / Buy Back Price Offered</b>			

\*E-Series Monitors have complete complement of cables/accessories

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

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# ORANGE COUNTY FIRE AUTHORITY

## RFP JA2148 – Addendum 1

### Cardiac Monitor/Defibrillators and AEDs

August 11, 2016

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

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**No change to the RFP due date which will remain Thursday, August 18, 2016, 11:00am**

1. Would you like us to offer lease pricing options?

***The inclusion of Lease pricing is not a requirement of the bid, however, information on lease pricing can be provided as an “alternative” proposal for review and consideration.***

2. How many calls do you respond to in a year? How many are cardiac arrests? How often are your current AEDs used per year?

***In 2015 OCFA responded to 99,858 EMS calls. In 2015 OCFA records indicate 1,040 cardiac arrests, however this data includes the deceased where no resuscitation occurred. In 2015 OCFA reported 8 AED uses.***

3. Related to mounting systems, what brand of cot do you use?

***The ambulance companies we work with use Stryker gurneys.***

4. Regarding data transmission, will an ImageTrend user be present at the training who knows how to utilize the software and verify cloud-to-cloud?

***This has yet to be determined, however we are currently looking into this as an option and will communicate with those vendors that are invited to participate in the interviews/demonstration at that time.***

5. Your current requirements are for one (1) battery support system per monitor. Are you open to other recommendations, such as one per station?

***The current requirement of one (1) battery support system per monitor will remain the same and shall be included in the proposed pricing. However, information on other recommendations and pricing can be submitted as a secondary “alternative” proposal for review.***

6. You have a requirement of sufficient batteries necessary to provide 24 hours continuous run time, two (2) each of all necessary cables with required adaptors, and two (2) each reusable NIBP cuffs and hoses. Is this per monitor? Can you explain this requirement?

***Yes this is per monitor. The supply count is to give an initial supply of one item and one backup per unit.***

7. In 3.1.3 y., “Unit has Wi-Fi and Broadband capability.” – by Broadband do you mean cellular connectivity?

**Yes – cellular connectivity**

8. In 2.9, the second to last trade-in item shows “Zoll AED Defibrillators,” can you please clarify what model AED this is?

**The second to last item “Zoll AED Defibrillators” has been removed and the quantities for Zoll AED Plus Defibrillators has been increased from 17 → 105**

**This change has been made to the table on Page 28 of Attachment J. The updated word document has been attached to this addendum.**

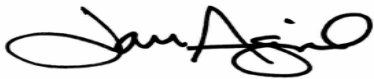
9. What is the estimated usage for line item 16 - Smart Capnoline End Tidal (nasal cannula), p/n: 8300-0524-01 found on page 26 of attachment J.

**The annual estimated usage for this item is 3000 each. The quantity has been included in the attached word document.**

**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,



James Aguila  
Assistant Purchasing Agent

This document is on file with the Clerk of the Authority's office and can be provided upon request. Because of the size of the document, 588 pages, it was not uploaded to the website.

Attachment 3

**ZOLL**

## **ZOLL Medical Corporation's Response to Orange County Fire Authority's RFP No: JA2148**

Proposal Due: August 18, 2016 at 11:00am



ZOLL MEDICAL CORPORATION

269 Mill Road, Chelmsford, MA | [www.zoll.com](http://www.zoll.com) | 800-804-4356

# **M E M O**

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DATE: February 23, 2017

TO: Executive Committee Members

FROM: Debbie Casper, Purchasing & Materials Manager

SUBJECT: Agenda Item No. 3C – Additional Information – Negotiated Terms and Conditions

Final negotiations on the terms and conditions of the contract for the purchase of the cardiac monitors and defibrillators between legal counsel for OCFA and Zoll Medical Corporation have concluded on February 23, 2017.

The attached documents reflect the changes that have been agreed upon by both parties. The first four pages replace pages 24-27 of Attachment 2 - RFP JA2148 Solicitation Document in the original staff report. The final page replaces Zoll's quotation general terms and conditions included in its proposal submission (complete proposal on file in the Office of the Clerk and available upon request).

**Attachments:**

1. Replacement Pages 24-27 of RFP (Staff Report Attachment 2)
2. Replacement Page 8 (Final Page of Zoll Response to RFP; Staff Report Attachment 3)

Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

#### 4.18 INDEMNIFICATION

Offeror shall protect and indemnify the OCFA, the Board of Directors, and all of its or their officers, agents and servants against any claim or liability arising from or based on Offeror's violation of any existing or future state, federal, and local laws, ordinances, regulations, orders or decrees pertaining to Offeror's submittal.

Offeror agrees to protect, defend, indemnify, save and hold harmless the OCFA and its officers, officials, employees and volunteers from any and all claims, liabilities, expenses, or damages of any nature, including reasonable attorney fees, for injury to or death of any person (offeror's employees included), and for injury to any property, ~~including consequential damages of any nature resulting there from,~~ arising out of or in any way connected with the performance of this contract by offeror, offeror's subcontractors or others performing on behalf offeror, except that the indemnity obligation of offeror shall be reduced by an amount proportional to the active negligence of the OCFA, if any.

Offeror shall comply with all of the provisions of the workers' compensation insurance laws and safety in employment laws of the State of California, including the applicable provisions of Divisions 4 and 56 of the California Labor Code and all amendments thereto and regulations promulgated pursuant thereto, and all similar state, federal, or local laws applicable; and contractor shall indemnify and hold harmless the OCFA from and against all claims, liabilities, expenses, damages, suits, actions, proceedings and judgments, of every nature and description, including attorney fees, that may be presented, brought or recovered against the OCFA for or on account of any liability under or failure to comply with any of said laws which may be incurred by reason of any work performed under this contract by offeror or any subcontractor or others performing on behalf of offeror.

The OCFA does not, and shall not, waive any rights against offeror which it may have by reason of the above hold harmless agreements, because of the acceptance by the OCFA or the deposit with the OCFA by contractor of any or all of the required insurance policies.

The hold harmless agreements by offeror shall apply ~~to all liabilities, expenses, claims, and damages of every kind (including but not limited to attorney fees) incurred or alleged to have been incurred, by reason of the operations of offeror or any subcontractor or others performing on behalf of offeror,~~ whether or not such insurance policies are applicable.

Offeror shall require any and all subcontractors to afford the same degree of indemnification to the OCFA and its elected and appointed boards, officers, agents, and employees that is required of offeror(s) and shall incorporate identical indemnity provisions in all contracts between offeror and his/her subcontractors.

In the event that offeror and the OCFA are sued by a third party for damages caused or allegedly caused by negligent or other wrongful conduct of offeror, or by a dangerous condition of the OCFA's property created by offeror or existing while the property was under the control of offeror, offeror shall not be relieved of its indemnity obligation to the OCFA by any settlement with any such third party unless that settlement includes a full release and dismissal of all claims by the third party against the OCFA.



#### 4.19 INDEPENDENT CONTRACTOR

Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of OCFA. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent Contractors and not agents of OCFA.

#### 4.20 INQUIRIES

Any question related to the Request for Proposal shall be directed to the Assistant Purchasing Agent, James Aguila. Questions and comments regarding this solicitation must be submitted via Planet bids, no later than the stated Q&A Deadline. The questioner's company name, address, phone and fax number, and contact person must be included with the questions or comments. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding. Answers will be released via addendum through Planet Bids and notification will be sent to prospective bidders who have downloaded the bid documents.

#### 4.21 INSURANCE

Offeror shall not commence work under this contract until he/she has obtained all insurance required under this section and the insurance has been approved by the OCFA as to form, amount, and carrier, nor shall offeror allow any subcontractor to commence any work until all similar insurance required of the subcontractor has been obtained and approved. All insurance documents need to be provided 10 days prior to the start of work so there is enough time for review and resolution of any issues to preclude delay of the testing. Neither the failure of offeror to supply specified insurance policies and coverage, nor the failure of the OCFA to approve same shall alter or invalidate the provisions of this contract. The offeror agrees to:

- 4.21.1 Obtain insurance coverage of the type and amount required and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice of termination, cancellation or policy changes will be delivered in accordance with the policy provisions.
- 4.21.2 The comprehensive general liability insurance will include the OCFA as an additional insured with respect to liability arising out of the performance ~~of this contract~~ of operations by offeror for OCFA. Comprehensive automobile liability insurance is also required. The contractor agrees that the insurance hereunder will be primary and that any insurance carried by the OCFA will be excess and not contributing.
- 4.21.3 Provide and maintain minimum insurance limits as applicable.

Offeror will present to the OCFA written evidence (Certificates of Insurance and the Additional Insured Endorsement) of compliance with Items 1, 2 and 3 above. Said evidence shall be to the OCFA's Risk Management satisfaction.

#### 4.22 INSURANCE – WORKERS COMPENSATION INSURANCE

Offeror shall obtain and maintain during the life of this contract workers' compensation insurance and, if any work is sublet, offeror shall require all subcontractors to obtain workers' compensation



insurance. Workers' Compensation must have a limit of at least \$1,000,000 each accident/\$1,000,000 each employee for disease. A Waiver of Subrogation is required.

All workers' compensation insurance policies shall provide that the insurance must notify OCFA of cancellation or changes in the policy and notice will be delivered in accordance with the policy provisions.

Offeror is aware of the provision of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workman's Compensation or undertake self-insurance in accordance with the provisions of that Code, and will comply, with such provisions before commencing the performance of the work of this contract.

If your firm doesn't have any employees, a letter attesting to that fact must be provided to OCFA.

#### **4.23 INSURANCE – LIABILITY INSURANCE COVERAGE**

Offeror shall obtain and maintain during the life of this contract the following insurance coverage:

- 4.23.1 General Liability including operations, products and completed operations with a limit of \$1,000,000 each occurrence for bodily injury, personal injury and property damage/\$2,000,000 aggregate. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the required occurrence limit. For those businesses that are self-insured, a written declaration by the principal of the business should be provided.

a. If the products and completed operations ("PCO") 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 contract, and for a period of three (3) years from the date of the completion of all operations of offeror for OCFA provided hereunder (the "PCO Coverage Period"). If any PCO policy is replaced, cancelled, non-renewed, discontinued, or otherwise terminated, or if the limits of a PCO policy are reduced or the available coverage depleted below the required minimum coverage amounts for any reason during the PCO Coverage Period, offeror shall immediately obtain replacement PCO coverage meeting the requirements of this Section 4.23.1. Such replacement coverage shall satisfy all requirements herein, and shall include coverage for the prior acts or omissions of offeror during the time period during which any operations of offeror for OCFA 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.

- 4.23.2 Automobile liability, including owned, hired, and non-owned vehicles with a limit of \$1,000,000 each accident; \$1,000,000 uninsured motorist.

Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

- 4.23.3 Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG0001)
- 4.23.4 Insurance Service Office (ISO) Business Auto Coverage (Form CA 0001) covering any auto.

Coverage shall be provided by admitted insurers with an A.M. Best's Key Rating of at least A-VII.

- 4.23.5 Professional Liability with a limit of \$1,000,000 each occurrence/\$2,000,000 aggregate. If a firm provides claims made professional liability insurance, firm shall also agree in writing to purchase tail coverage in the amount required by the agreement to cover claims made within three years of the completion of firm's services under the agreement, or maintain professional liability insurance with the same carrier in the amount required by the agreement for at least three years after completion of firm's services under the agreement and evidence of such must be provided to OCFA.

Endorsements to the policies providing the above insurance shall be obtained by offeror, adding the following three provisions:

4.23.6 **Additional Insured's (for commercial general liability only)**

"OCFA, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to the operations performed by offeror for OCFA-subject project and agreement."

4.23.7 **Other Insurance**

"Any other insurance maintained by the Orange County Fire Authority shall be excess and not contributing with the insurance provided by this policy."

All insurance carriers utilized by the offeror or any subcontractor under this contract shall be approved by the California Department of Insurance to transact business in the State of California. The types of services provided under this contract may further require offeror's insurance carrier(s) to be admitted insurers in the State of California.

#### **4.24 INTERPRETATION OF CONTRACT DOCUMENTS**

If any person is in doubt as to the true meaning of any part of the specifications or other contract documents, or finds discrepancies or omissions in the specifications, he/she may submit to the Orange County Fire Authority a written request for an interpretation or correction. Requests for interpretations shall be made in writing and delivered to OCFA Purchasing Section Attn: James Aguila, Assistant Purchasing Agent, by mail at: 1 Fire Authority Road Bldg. C, Irvine, California, 92602, by e-mail [jamesaguila@ocfa.org](mailto:jamesaguila@ocfa.org), or by facsimile to (714) 368-8845 at least ten (10) days before the Submittal Deadline. The requesting party is responsible for prompt delivery of any requests. When OCFA considers interpretations necessary, interpretations will be in the form of an addendum to the contract documents, and when issued, will be released via Planet Bids as promptly as is practical to all prospective bidders who have downloaded the contract documents. All such addenda shall become a part of the contract. Oral and other interpretations or clarifications shall be without legal or contractual effect. It is the responsibility of each Contractor to ensure the OCFA has their correct business name and address on file. Any prospective Contractor who obtained a set of contract documents from anyone other than OCFA is responsible for advising OCFA that they have a set of contract documents and wish to receive subsequent Addenda.

#### **4.25 NEGOTIATIONS**

Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the OCFA deems that negotiations are not progressing, OCFA may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).

## ZOLL QUOTATION GENERAL TERMS & CONDITIONS

**1. ACCEPTANCE.** This Quotation constitutes an offer by ZOLL Medical Corporation to sell to the Customer the equipment (including a license to use certain software) listed in this Quotation and described in the specifications either attached to or referred to in this Quotation (hereinafter referred to as Equipment). Any acceptance of such offer is expressly limited to the terms of this Quotation, including these General Terms and Conditions. Acceptance shall be so limited to this Quotation notwithstanding (i) any conflicting written or oral representations made by ZOLL Medical Corporation or any agent or employee of ZOLL Medical Corporation or (ii) receipt or acknowledgement by ZOLL Medical Corporation of any purchase order, specification, or other document issued by the Customer. Any such document shall be wholly inapplicable to any sale made pursuant to this Quotation, and shall not be binding in any way on ZOLL Medical Corporation.

Acceptance of this Quotation by the Customer shall create an agreement between ZOLL Medical Corporation and the Customer (hereinafter referred to as the "Contract") the terms and conditions of which are expressly limited to the provisions of this Quotation including these Terms and Conditions. No waiver change or modification of any of the provisions of this Quotation or the Contract shall be binding on ZOLL Medical Corporation unless such waiver, change or modification (i) is made in writing (ii) expressly states that it is a waiver, change or modification of this Quotation or the Contract and (iii) is signed by an authorized representative of ZOLL Medical Corporation.

**2. DELIVERY AND RISK OF LOSS.** Unless otherwise stated, all deliveries shall be F.O.B. ~~QCFA Regional Fire Operations Training Center: 1 Fire Authority Road, Irvine, CA 92602, ZOLL Medical Corporation's facility.~~ Risk of loss or damage to the Equipment shall pass to the Customer upon delivery of the Equipment ~~to the carrier.~~

**3. TERMS OF PAYMENT.** Unless otherwise stated in its Quotation payment by Customer is due thirty (30) days after the ship date appearing on ZOLL Medical Corporation invoice. Any amounts payable hereunder which remain unpaid after the date shall be subject to a late charge equal to 1.5% per month from the due date until such amount is paid.

**4. CREDIT APPROVAL.** All shipments and deliveries shall at all times be subject to the approval of credit by ZOLL Medical Corporation. ZOLL Medical Corporation may at any time decline to make any shipment or delivery except upon receipt of payment or security or upon terms regarding credit or security satisfactory to ZOLL Medical Corporation.

**5. TAXES & FEES.** The pricing quoted in its Quotation do not include sales use, excise, or other similar taxes or any duties or customs charges, or any order processing fees. The Customer shall pay in addition for the prices quoted the amount of any present or future sales, excise or other similar tax or customs duty or charge applicable to the sale or use of the Equipment sold hereunder (except any tax based on the net income of ZOLL Medical Corporation), and any order processing fees that ZOLL may apply from time to time. In lieu thereof the Customer may provide ZOLL Medical Corporation with a tax exemption certificate acceptable to the taxing authorities.

**6. WARRANTY.** (a) ZOLL Medical Corporation warrants to the Customer that from the earlier of the date of installation or thirty (30) days after the date of shipment from ZOLL Medical Corporation's facility, the Equipment (other than accessories and electrodes) will be free from defects in material and workmanship under normal use and service for the period noted on the reverse side. Accessories and electrodes shall be warranted for ninety (90) days from the date of shipment. During such period ZOLL Medical Corporation will at no charge to the Customer either repair or replace (at ZOLL Medical Corporation's sole option) any part of the Equipment found by ZOLL Medical Corporation to be defective in material or workmanship. If ZOLL Medical Corporation's inspection detects no defects in material or workmanship, ZOLL Medical Corporation's regular service charges shall apply. (b) ZOLL Medical Corporation shall not be responsible for any Equipment defect failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment caused by or attributable to (i) any modification of the Equipment by the Customer, unless such modification is made with the prior written approval of ZOLL Medical Corporation; (ii) the use of the Equipment with any associated or complementary equipment accessory or software not specified by ZOLL Medical Corporation, or (iii) any misuse or abuse of the Equipment; (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL Medical Corporation, or (v) installation or wiring of the Equipment other than in accordance with ZOLL Medical Corporation's instructions. (c) Warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, cables and accessories. (d) The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory known as "firmware"). (e) The foregoing warranty constitutes the exclusive remedy of the Customer and the exclusive liability of ZOLL Medical Corporation for any breach of any warranty related to the Equipment supplied hereunder. THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL MEDICAL CORPORATION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**7. SOFTWARE LICENSE.** (a) All software (the "Software" which term shall include firmware) included as part of the Equipment is licensed to Customer pursuant to a nonexclusive limited license on the terms hereinafter set forth. (b) Customer may not copy, distribute, modify, translate or adapt the Software, and may not disassemble or reverse compile the Software, or seek in any manner to discover, disclose or use any proprietary algorithms, techniques or other confidential information contained therein. (c) All rights in the Software remain the product of ZOLL Medical Corporation, and Customer shall have no right or interest therein except as expressly provided herein. (d) Customer's right to use the Software may be terminated by ZOLL Medical Corporation in the event of any failure to comply with terms of this quotation. (e) Customer may transfer the license conferred hereby only in connection with a transfer of the Equipment and may not retain any copies of the Software following such transfer. (f) ZOLL Medical Corporation warrants that the read-only memory or other media on which the Software is recorded will be free from defects in materials and workmanship for the period and on terms set forth in section 6. (g) Customer understands that the Software is a complex and sophisticated software product and no assurance can be given that operation of the Software will be uninterrupted or error-free, or that the Software will meet Customer's requirements. Except as set forth in section 7(f), ZOLL MEDICAL CORPORATION MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE AND IN PARTICULAR DISCLAIMS ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE WITH RESPECT THERETO. Customer's exclusive remedy for any breach of warranty or defect relating to the Software shall be the repair or replacement of any defective read-only memory or other media so that it correctly reproduces the Software. This License applies only to ZOLL Medical Corporation Software.

**8. DELAYS IN DELIVERY.** ZOLL Medical Corporation shall not be liable for any delay in the delivery of any part of the Equipment if such delay is due to any cause beyond the control of the ZOLL Medical Corporation including, but not limited to acts of God, fires, epidemics, floods, riots, wars, sabotage, labor disputes, governmental actions, inability to obtain materials, components, manufacturing facilities or transportation or any other cause beyond the control of ZOLL Medical Corporation. In addition ZOLL Medical Corporation shall not be liable for any delay in delivery caused by failure of the Customer to provide any necessary information in a timely manner. In the event of any such delay, the date of shipment or performance hereunder shall be extended to the period equal to the time lost by reason of such delay. In the event of such delay ZOLL Medical Corporation may allocate available Equipment among its Customers on any reasonable and equitable basis. The delivery dates set forth in this Quotation are approximate only and ZOLL Medical Corporation shall not be liable for or shall the Contract be breached by, any delivery by ZOLL Medical Corporation within a reasonable time after such dates.

**9. LIMITATIONS OF LIABILITY.** IN NO EVENT SHALL ZOLL MEDICAL CORPORATION BE LIABLE FOR INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ZOLL MEDICAL CORPORATIONS PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS QUOTATION OR THE CONTRACT OR THE FURNISHING, PERFORMANCE, OR USE OF ANY EQUIPMENT OR SOFTWARE SOLD HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF ZOLL MEDICAL CORPORATION OR OTHERWISE.

**10. PATENT INDEMNITY.** ZOLL Medical Corporation shall at its own expense defend any suit that may be instituted against the Customer for alleged infringement of any United States patents or copyrights related to the parts of the Equipment or the Software manufactured by ZOLL Medical Corporation, provided that (i) such alleged infringement consists only in the use of such Equipment or the Software by itself and not as a part of or in combination with any other devices or parts, (ii) the Customer gives ZOLL Medical Corporation immediate notice in writing of any such suit and permits ZOLL Medical Corporation through counsel of its choice, to answer the charge of infringement and defend such suit, and (iii) the Customer gives ZOLL Medical Corporation all requested information, assistance and authority at ZOLL Medical Corporation's expense, to enable ZOLL Medical Corporation to defend such suit.

In the case of a final award of damages for infringement in any such suit, ZOLL Medical Corporation will pay such award, but it shall not be responsible for any settlement made without its written consent.

Section 10 states ZOLL Medical Corporation's total responsibility and liability's, and the Customer's sole remedy for any actual or alleged infringement of any patent by the Equipment or the Software or any part thereof provided hereunder. In no event shall ZOLL Medical Corporation be liable for any indirect, special, or consequential damages resulting from any such infringement.

**11. CLAIMS FOR SHORTAGE.** Each shipment of Equipment shall be promptly examined by the Customer upon receipt thereof. The Customer shall inform ZOLL Medical Corporation of any shortage in any shipment within ten (10) days of receipt of Equipment. If no such shortage is reported within ten (10) day period, the shipment shall be conclusively deemed to have been complete.

**12. RETURNS AND CANCELLATION.** (a) The Customer shall obtain authorization from ZOLL Medical Corporation prior to returning any of the Equipment. (b) The Customer receives authorization from ZOLL Medical Corporation to return a product for credit, the Customer shall be subject to a restocking charge of twenty percent (20%) of the original list purchase price, but not less than \$50.00 per product. (c) Any such change in delivery caused by the Customer that causes a delivery date greater than six (6) months from the Customer's original order date shall constitute a new order for the affected Equipment in determining the appropriate list price.

**13. APPLICABLE LAW.** This Quotation and the Contract shall be governed by the substantive laws of the ~~Commonwealth of Massachusetts~~ State of California without regard to any choice of law provisions thereof.

**14. COMPLIANCE WITH LAWS.** (a) ZOLL Medical Corporation represents that all goods and services delivered pursuant to the Contract will be produced and supplied in compliance with all applicable state and federal laws and regulations, including the requirements of the Fair Labor Standards Act of 1938, as amended. (b) The Customer shall be responsible for compliance with any federal, state and local laws and regulations applicable to the installation or use of the Equipment furnished hereunder, and will obtain any permits required for such installation and use.

**15. NON-WAIVER OF DEFAULT.** In the event of any default by the Customer, ZOLL Medical Corporation may decline to make further shipments or render any further warranty or other services without in any way affecting its right under such order. If despite any default by Customer, ZOLL Medical Corporation elects to continue to make shipments its action shall not constitute a waiver of any default by the Customer or in any way affect ZOLL Medical Corporation's legal remedies regarding any such default. No claim or right arising out of a breach of the Agreement by the Customer can be discharged in whole or in part by waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by ZOLL Medical Corporation.

**16. ASSIGNMENT.** This Quotation, and the Contract, may not be assigned by the Customer without the prior written consent of ZOLL Medical Corporation, and any assignment without such consent shall be null and void.

**17. TITLE TO PRODUCTS.** Title to right of possession of the products sold hereunder shall remain with ZOLL Medical Corporation until ZOLL Medical Corporation delivers the Equipment to the carrier and agrees to do all acts necessary to perfect and maintain such right and title in ZOLL Medical Corporation. Failure of the Customer to pay the purchase price for any product when due shall give ZOLL Medical Corporation the right, without liability to repossess the Equipment, with or without notice, and to avail itself of any remedy provided by law.

### 18. EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION.

VETERAN'S EMPLOYMENT - If this order is subject to Executive Order 11710 and the rules, regulations, or orders of the Secretary of Labor issued thereunder the contract clause as set forth at 41 CFR 60-250.4 is hereby included as part of this order.

EMPLOYMENT OF HANDICAPPED - If this order is subject to Section 503 of the Rehabilitation Act of 1973, as amended and the rules, regulations or orders of the Secretary of Labor as issued thereunder, the contract clause at 41 CFR 60-741.7 is hereby included as part of this order.

EQUAL OPPORTUNITY EMPLOYMENT - If this order is subject to the provisions of Executive Order 11246, as amended, and the rules, regulations or orders of the Secretary of Labor issued thereunder, the contract clause set forth at 41 CFR 60-1.4 (a) and 60-1.4 (b) are hereby included as a part of this order and Seller agrees to comply with the reporting requirements set forth at 41 CFR 60-1.7 and the affirmative action compliance program requirements set forth as 41 CFR 60-1.40.

**19. VALIDITY OF QUOTATION.** This Quotation shall be valid and subject to acceptance by the Customer, in accordance with the terms of Section 1 hereof for the period set forth on the face hereof. After such period, the acceptance of this Quotation shall not be binding upon ZOLL Medical Corporation and shall not create a contract, unless such acceptance is acknowledged and accepted by ZOLL Medical Corporation by a writing signed by an authorized representative of ZOLL Medical Corporation.

~~20. GENERAL-Any Contract resulting from this Quotation shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. This constitutes the entire agreement between Buyer and Supplier with respect to the purchase and sale of the Products described in the face hereof, and only representations or statements contained herein shall be binding upon Supplier as a warranty or otherwise. Acceptance or acquiescence in the course of performance rendered pursuant hereto shall not be relevant to determine the meaning of this writing even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No addition to or modification of any of the terms and conditions specified herein shall be binding upon Supplier unless made in writing and signed by a duly authorized representative of Supplier. The terms and conditions specified shall prevail notwithstanding any variance from the terms and conditions of any order or other form submitted by Buyer for the Products set forth on the face of this Agreement. To the extent that this writing may be treated as an acceptance of Buyer's prior offer, such acceptance is expressly made conditional on assent by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer shall constitute such assent. All cancellations and reschedules require a minimum of thirty (30) days' notice.~~



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee Meeting  
February 23, 2017

Agenda Item No. 3D  
Consent Calendar

**Payroll/Accounts Payable Manager  
Revised Classification Specification and Salary Range Adjustment**

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**Contact(s) for Further Information**

Brigette Gibb, Human Resources Director  
Human Resources Division

[brigettegibb@ocfa.org](mailto:brigettegibb@ocfa.org)

714.573.6353

Peggy Benson, Sr. Human Resources Analyst

[peggybenson@ocfa.org](mailto:peggybenson@ocfa.org)

714.573.6810

**Summary**

This item seeks Executive Committee approval of the Payroll/Accounts Payable Manager revised classification specification and salary range adjustment.

**Prior Board/Committee Action**

Not applicable.

**RECOMMENDED ACTION(S)**

Approve the Payroll/Accounts Payable Manager revised classification specification and salary range adjustment.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

No immediate impact. The incumbent's salary is within the proposed salary range.

**Background**

At the request of the Finance Manager with concurrence from the Assistant Chief of Business Services, human resources staff conducted a classification and compensation study of the Payroll/Accounts Payable Manager classification. The study revealed that the responsibilities of the Payroll/Accounts Payable Manager have evolved from day-to-day program supervision to higher-level program management, which includes improving processes and implementing changes to enhance efficiencies and internal audit controls in the areas of timekeeping, staffing, and payroll systems. Additionally, the Payroll/Accounts Payable Manager makes systems and process adjustments to ensure compliance with legislation (e.g. Healthy Workplaces Healthy Families Act, Family Medical Leave Act, etc.).

Human resources staff compared the Payroll/Accounts Payable Manager classification internally to the Accounting Manager classification, which is compensated at a higher rate, and found the two classifications to be similar in scope of duties, reporting relationships, and supervisorial responsibilities, as well as minimum qualifications.

A review of the external market revealed that most agencies compensate the two classifications at the same rate. Human Resources is recommending the Payroll/Accounts Payable Manager salary range be adjusted from \$7,193.33 - \$11,434.80 to \$7,832.93 - \$12,445.33/monthly, which is the salary range for Accounting Manager.

**Attachment(s)**

Updated Payroll/Accounts Payable Manager Classification Specification





# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Payroll /Accounts Payable Manager

**REPORTS TO:** Finance Manager

**FLSA:** Exempt

**SUPERVISES:** Varies

**CLASS CODE:** 0560

**DEPARTMENT:** Business Services

#### **CLASS SUMMARY:**

Incumbent is responsible for managing the operations of the Payroll/Accounts Payable/Timekeeping Section. Incumbent serves as managerial support to the Finance Manager.

#### **DISTINGUISHING CHARACTERISTICS:**

The Payroll/Accounts Payable Manager is the sixth level in an eight level finance series. The Payroll/Accounts Payable Manager is distinguished from the Accounting Support Supervisor by its managerial responsibilities. The Payroll/Accounts Payable Manager is distinguished from the Finance Manager, which has divisional managerial responsibilities.

**ESSENTIAL FUNCTIONS:** (These duties are intended to be representative sample of the duties performed by the class.)

Directs and performs the work of staff in accounts payable processing, processing timekeeping and payroll actions, including exceptions, special payments, tax withholding computations, class-specific payments and deductions, garnishments and status changes.

Directs the work of staff in processing invoices, petty cash, and travel request/advances.

Interacts with vendors including answering questions and handling complaints.

Directs the work of staff assigned to process field staffing requests, in accordance with MOUs, side agreements, and Standard Operating Procedures, and applicable state and federal laws.

Develops work processes and information management tools; makes recommendations for improvements; recommends and implements changes in payroll and accounts payable processes. ~~Evaluate work processes and service deliveries, make recommendations and implement changes.~~

~~Participates in developing goals and objectives for the division~~

Coordinates and organizes frequent, complex and inflexible deadlines within the unit and with other sections.

Generates standing and ad hoc reports in a wide range of formats, for audiences at all levels; provides support and information to the management employee-contracts' negotiating team; and compiles, analyzes, and interprets data and information from a variety of sources.



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Payroll /Accounts Payable Manager

- Makes modifications to, and extrapolates information from, management and payroll information systems.
- Develops standards and expectations, manages performance, and provides training and coaching to subordinate staff.
- Develops and maintains ~~Ss~~standard ~~Oo~~operating ~~Pp~~rocedures.
- Interacts effectively with other, at all levels.
- Acts on behalf of the Finance Manager in his/her absence.
- Initiates, identifiesy, and participates in developing, coordinating, and implementing payroll, staffing, and timekeeping system enhancements as necessary;
- Participates in coordinating the maintenance and documentation of personnel/payroll system data.
- Performs other duties of a similar nature or level.

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#### **MINIMUM QUALIFICATIONS:**

##### **EDUCATION AND EXPERIENCE (position requirements at entry):**

Bachelor's Degree in Accounting, Business Administration, or a closely related field. Five or more years of progressively responsible related work experience, including two years supervisory experience; or, an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above.

##### **LICENSES AND CERTIFICATIONS (position requirements at entry):**

- ~~• Possession of a valid California Class C Driver License is required at time of appointment. This classification is subject to enrollment in the California DMV Pull Notice Program, which periodically provides Risk Management with the incumbent's Driver License record and status. Valid California Driver's License~~
- ~~• American Payroll Association (APA) certification is desirable.~~

##### **KNOWLEDGE (position requirements at entry):**

Knowledge of:

- Payroll business practices, particularly in the public sector;
- Principles and practices of effective supervision;
- Payroll information systems' applications;
- Work planning, organization and writing methods;



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Payroll /Accounts Payable Manager

- Budgeting and purchasing methods;
- Application of the FLSA requirements in the public sector;
- Auditing principles and techniques
- Applicable federal, state, and local laws and regulations
- Customer relations principles.

#### SKILLS (position requirements at entry):

Skill in:

- Supervising, training, and motivating employees in routine and complex processes;
- Prioritizing and assigning work
- Operating a personal computer and using standard office software and payroll information systems' software;
- Developing, maintaining, and analyzing databases and spreadsheets;
- Preparing clear and concise reports and correspondence;
- Meeting multiple deadlines and priorities and forecasting workload requirements;
- Identifying problems and recommending solutions;
- Analyzing pending legislation, policies, litigation, and other problems or issues and assessing impact or consequences;
- Recommending and implementing procedural improvements
- Auditing and analyzing financial data and information
- Evaluating and monitoring work performance;
- Interpreting the financial impact of diverse and complex issues~~Explain complex information;~~
- Making appropriate judgments and decisions;
- Working cooperatively with others;
- Communication, interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc. sufficient to exchange or convey information and to receive work direction and establish and maintain effective working relationships~~Communicate effectively, both orally and in writing, at all levels;~~
- Providing positive leadership;
- Safely operating a motor vehicle.

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#### PHYSICAL REQUIREMENTS:

Positions in this class typically require: fingering, grasping, talking, hearing, seeing and repetitive motions.

**Sedentary Work:** Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Sedentary work involves sitting most of the time. Jobs are sedentary if walking and standing are required only occasionally and all other sedentary criteria are met.

#### WORKING CONDITIONS:

Incumbent may be subjected to travel.

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# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Payroll /Accounts Payable Manager

**NOTE:**

The above job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the needs of the department.

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**Classification History:**

Draft and final prepared 03-2002  
Human Resources Director Review:  
Zenovy Jakymiw 03-2002  
Adopted by Board of Directors: 03-2002  
Revised by Joshua Boudreaux 01/2017  
Human Resources Director Review:  
Brigette Gibb 02-2017  
Adopted by Executive Committee:

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Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee Meeting  
February 23, 2017

Agenda Item No. 3E  
Consent Calendar

**Request for Special Procurement  
For Maintenance & Advanced Technical Support of “TheHIVE”**

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**Contact(s) for Further Information**

Mike Schroeder, Assistant Chief  
Support Services Department

[michaelschroeder@ocfa.org](mailto:michaelschroeder@ocfa.org)

714.573.6008

Joel Brodowski, IT Manager

[joelbrodowski@ocfa.org](mailto:joelbrodowski@ocfa.org)

714.573.6421

**Summary**

This agenda item seeks approval to utilize the special procurement provision under Article III (Section 1-23) in the Purchasing Ordinance for periodic software maintenance and updates, and as-needed advanced technical support for the OCFA SharePoint Intranet (TheHIVE) from 6<sup>th</sup> Street Consulting.

**Prior Board/Committee Action**

On January 23, 2014, the Executive Committee awarded a contract to 6<sup>th</sup> Street Consulting based on a competitive RFP process, to upgrade the OCFA Intranet and major operating systems to fully integrate the existing OCFA Microsoft environment. With Executive Committee approval, the contract has been modified three times to extend duration and add professional services (Attachment 1). The total cost for the development and deployment of TheHIVE was \$437,869.

**RECOMMENDED ACTION(S)**

Approve and authorize the Purchasing Manager to establish a new three-year blanket order with 6<sup>th</sup> Street Consulting utilizing the special procurement provision in the Purchasing Ordinance for ongoing periodic software maintenance and updates, and as-needed advanced technical support for the OCFA SharePoint Intranet TheHIVE (through February 29, 2020), for an amount not-to-exceed \$74,250 (\$24,750 annually).

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Funding is available in the FY 2016/17 budget.

**Background**

***Special Procurement Justification***

A “special procurement” contract is recommended (per the Purchasing Ordinance and Roles/Responsibilities Matrix) when it is in the best interest of OCFA to award a contract without bidding requirements and the procurement does not meet the definition of a sole source.

### ***The Hive***

6<sup>th</sup> Street Consulting was previously awarded a contract as the highest ranked firm in an RFP process for the upgrade of the OCFA Intranet and major operating systems to fully integrate the existing OCFA Microsoft environment. As a result of that competitive process and contract award, 6<sup>th</sup> Street Consulting has served as the primary technical architect for TheHIVE, developed sophisticated programming and configurations for OCFA and is uniquely qualified to perform regular maintenance and high-level technical support on an as needed basis.

The proposed new contract for ongoing maintenance and support is distinct from the original project as it is for ongoing maintenance of the SharePoint environment rather than for its deployment. Staff believes that it is more cost-effective to continue using 6<sup>th</sup> Street Consulting to assist with TheHIVE than it would be to issue a solicitation and possibly hire a different firm with no experience with the OCFA SharePoint environment. 6<sup>th</sup> Street Consulting has agreed to hold their preferred labor rate of \$150.00/hour for the three-year contract period. This is discounted from the regular hourly rate of \$185.00/hour. Additionally, 6<sup>th</sup> Street Consulting has agreed to perform this work remotely so as to accommodate OCFA's request to avoid travel-related expenses. A subcontractor will be used to fulfill the requirements of this contract. The appropriate insurance certificates have been requested and the blanket order contract will not be issued until the insurance certificates are received. Since the proposed aggregate amount of this special procurement contract exceeds \$50,000, staff is requesting Executive Committee approval.

### ***Conclusion***

Staff is recommending the award of a three-year contract to 6<sup>th</sup> Street Consulting in the total not to exceed amount of \$74,250 (\$24,750 annually) utilizing the special procurement method with the contract beginning March 1, 2017.

### ***Attachment(s)***

1. Prior Committee Action
2. Special Procurement Request Form
3. Proposed Professional Services Agreement (on file in the Office of the Clerk and available upon request)

Table 1. Prior Committee Action

<b>6th Street Consulting Contract History</b>				
Description	Approved	End Date	Increase	Total Cumulative Contract Amount
<u><b>Contract</b></u>				
Initial Scope of Work approved.	1/23/2014	7/31/2014		\$377,969
<u><b>Amendment 1</b></u>				
Increase contract length and cost to add design elements and develop user adoption campaign.	7/17/2014	10/31/2014	\$24,050	
<u><b>Change Order</b></u>				
Increase contract length and cost for additional professional services to resolve integration issues.	10/22/2014	6/30/2015	\$11,100	
<u><b>Amendment 2</b></u>				
Increase length of contract, no cost increase.	5/21/2015	12/31/2015	\$0	
<u><b>Amendment 3</b></u>				
Increase length of contract and cost for additional professional services for post go-live ad hoc support.	2/25/2016	2/28/2017	\$24,750	<b>\$437,869</b>
<u><b>New Proposed Contract</b></u>				
Proposed to enter into a new Professional Services Agreement for the on-going advanced support and regular maintenance of TheHIVE.	<b>3/1/2017</b>	<b>2/29/2020</b>	-	<b>\$74,250</b> <b>(\$24,750 Annually)</b>

## 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: Support Service/Information Technology		Requested By: Todd Muilenburg	Date:
Recommended Vendor: 6th Street Consulting		Vendor Contact: Michelle Hollis	Vendor's E-mail Address: michelle.hollis@6sc.com
Vendor Address: 250 N. Harbor Drive, Suite 321		Vendor's Telephone #: 310-694-3844	
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): 3/1/2017 - 2/29/2020	Contract Amount: \$74,250.00
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 checked="" type="checkbox"/> Yes <input 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.

Orange County Fire Authority has implemented an enterprise level Microsoft SharePoint intranet and extranet environment. This complex technical environment can require technical skills and periodic maintenance efforts that can sometimes exceed in-house technical resources. Establishing this agreement with 6th Street Consulting allows for additional level 2 support and periodic maintenance efforts on an as-needed basis.

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.

As the primary technical architect for TheHIVE, 6th Street Consulting developed sophisticated programming and configurations for OCFA and are uniquely qualified to perform regular maintenance and high-level technical support on an as needed basis. Staff believes that it

**SECTION III – JUSTIFICATION (continued)**

is more cost-effective to continue using 6th Street Consulting to assist with TheHIVE than it would be for another third party with no experience with the OCFA SharePoint environment. 6th Street was selected in a competitive RFP process to develop the OCFA intranet.



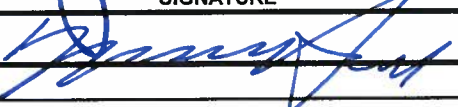
3. Pricing - What efforts were made to get the best pricing (e.g., did you simply request a quote, negotiate a better price with the vendor, did the vendor provide a discount)? Please provide the quote with your special procurement request.

OCFA has negotiated a preferred rate of \$150/hour, discounted from the vendor's regular \$185/hour rate. Additionally, OCFA has established a remote access with the vendor to perform support remotely, eliminating travel expenses.



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.)

No

**Special Procurement Request Submitted by:**

REQUESTORS NAME	SIGNATURE	DATE
Todd Muilenburg, Asst IT Manager		2/9/17
DIVISION CHIEF/SECTION MANAGER NAME	SIGNATURE	DATE
Joel Brodowski, IT Manager		9-Feb-2017
ASSISTANT CHIEF NAME	SIGNATURE	DATE
Michael Schroeder, Asst. Chief Support Svs.		2/9/17

**Purchasing Manager's Comments:**

PURCHASING MANAGER'S APPROVAL	DATE
	2/14/17
ASSISTANT CHIEF BUSINESS SERVICES APPROVAL	DATE
	2/14/17

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        day of February, 2017, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and 6<sup>th</sup> Street Consulting, hereinafter referred to as "Firm".

**RECITALS**

WHEREAS, OCFA requires the services of a firm to perform Microsoft SharePoint support, hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted to OCFA a proposal dated February 9, 2017, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by this reference; and

WHEREAS, based on its experience with the OCFA Microsoft SharePoint environment, 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" 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 industry. 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 Manager.

### **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 Manager, provided that Firm shall not be required to perform any additional services without compensation. Any additional compensation exceeding ten percent (10%) of the original Agreement sum must be approved in writing by the Fire Chief. Any greater increase must be approved by the Executive Committee of the OCFA Board of Directors.

## **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 \$74,250 (\$24,750 annually) as described in Exhibit "A".

#### **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 of 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 Exhibit "A". The extension of any time period specified in Exhibit "A" must be approved in writing by the Contract Manager.

##### **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 Manager 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 Manager's judgment such delay is justified, and the Contract Manager's determination shall be final and conclusive upon the parties to this Agreement.

##### **4.4 Term.**

Unless earlier terminated in accordance with Section 8.5 or 8.6 of this Agreement, this Agreement shall continue in full force and effect from March 1, 2017 until February 29, 2020, 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: Michelle Hollis, Engagement Manager.

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 Manager.**

The Contract Manager shall be David McVey, IT Supervisor, unless otherwise designated in writing by OCFA. It shall be the Firm's responsibility to keep the Contract Manager 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 Manager. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Manager.

## **5.3 Prohibition Against Subcontracting or Assignment.**

The experience, knowledge, capability and reputation of Firm, its principals and employees, 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. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of OCFA.

If Firm is authorized to subcontract any part of the services provided under this Agreement, Firm shall be responsible to OCFA for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed and shall be responsible for causing each approved 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. Additionally, Firm shall be responsible for submitting to OCFA satisfactory evidence of such insurance coverage prior to the provision of any services for OCFA by any such authorized subcontractor.

## **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 Insurance.**

Firm shall procure and maintain, at its cost, and submit concurrently with its execution of this Agreement, public liability and property damage insurance against all

claims for injuries against persons or damages to property resulting from Firm's performance under this Agreement. All policies of public liability and property damage insurance shall be primary and any other insurance, deductible, or self-insurance maintained by OCFA, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions. Firm shall also carry workers' compensation insurance in accordance with California worker's compensation laws. Firm agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against the OCFA, its officials, officers, employees, agents and volunteers, and require each of its subcontractors, if any, and each subcontractor's insurer, to do likewise under their workers' compensation insurance policies. All required insurance shall be kept in effect during the term of this Agreement and shall not be cancelable without thirty (30) days written notice to OCFA of any proposed cancellation. OCFA's certificate evidencing the foregoing and designating OCFA, its officials, officers, employees, agents and volunteers as additional named insureds shall be delivered to and approved by OCFA prior to commencement of the services hereunder. The procuring of such insurance and the delivery of policies or certificates evidencing the same shall not be construed as a limitation of Firm's obligation to indemnify OCFA, its Firms, officers and employees. The amount of insurance required hereunder shall include comprehensive general liability, personal injury and automobile liability with limits of at least one million dollars (\$1,000,000) combined single limit coverage per occurrence and professional liability coverage with limits of at least one million (\$1,000,000). Coverage shall be provided by admitted insurers with an A.M. Best's Key Rating of at least A-VII. If Firm provides claims made professional liability insurance, Firm shall also agree in writing either (1) to purchase tail insurance in the amount required by this Agreement to cover claims made within three years of the completion of Firm's services under this Agreement, or (2) to maintain professional liability insurance coverage with the same carrier in the amount required by this Agreement for at least three years after completion of Firm's services under this Agreement. The Firm shall also be required to provide evidence to OCFA of the purchase of the required tail insurance or continuation of the professional liability policy.

In addition, Firm shall be responsible for causing any subcontractor providing work or services under this Agreement to procure and maintain the same types and amounts of insurance, and in compliance with the terms set forth in this Section, including but not limited to adding the OCFA, its officials, officers, employees, agents and volunteers as additional named insureds to their respective policies. Firm shall not allow any subcontractor to commence any work or services relating to this Agreement unless and until it has provided evidence satisfactory to OCFA that the subcontractor has secured all insurance required under this Section. Firm agrees to monitor and review all such coverage and assumes all responsibility for ensuring that each subcontractor's insurance coverage is provided and maintained in conformity with the requirements of this Section.

## **6.2 Indemnification.**

The Firm shall defend, indemnify and hold harmless OCFA, its officers and employees, from and against any and all actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorneys' fees, for injury to or death of person or persons, for damage to property, including property owned by OCFA, and for errors and omissions committed by Firm, its officers, employees, subcontractors or agents, arising out of or related to Firm's performance under this Agreement, except for such loss as may be caused by OCFA's own negligence or that of its officers or employees.

## **7. RECORDS AND REPORTS**

### **7.1 Reports.**

Firm shall periodically prepare and submit to the Contract Manager such reports concerning the performance of the services required by this Agreement as the Contract Manager 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 Manager to evaluate the performance of such services. The Contract Manager 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.**

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 Manager 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 Firm's 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 Manager.

## **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 Manager. 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 Manager 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.**

During the term of this Agreement each party may disclose to the other party proprietary or confidential information including, but not limited to trade secrets, copyrights, patent rights and other proprietary or restricted information, all of which are not generally known by the public ("Confidential Information").

To the extent allowed by law, both parties shall take all necessary action to protect the confidentiality of the Confidential Information of the other party, shall hold it in strict confidence, and shall not disclose or publish or permit the disclosure or publication of it to any person or entity except for the purpose of performance under this Agreement, and only with the other party's prior written consent. Without limiting the generality of the foregoing, each party agrees to use at least the same degree of care to avoid unauthorized disclosure, use or publication of the Confidential Information as it employs with respect to its own Confidential Information.

Notwithstanding the foregoing, the Firm has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by the Firm, or any of its subcontractors, and provided to OCFA may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et. seq.*). OCFA shall not, in any way, be liable or responsible for the disclosure of any information including, without limitation, Confidential Information, if such disclosure is deemed by OCFA to be required by law or by order of the Court.

### **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:

6<sup>th</sup> Street Consulting  
Attention: Michelle Hollis, Engagement  
Manager  
250 N. Harbor Drive  
Redondo Beach, CA 90277



### **10.3 Integrated Agreement.**

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

### **10.4 Amendment.**

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

### **10.5 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.

### **10.6 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.

**[Signatures on Next Page]**

**"OCFA"**

**ORANGE COUNTY FIRE AUTHORITY**

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

By: \_\_\_\_\_  
Jeff Bowman, Fire Chief

**APPROVED AS TO FORM.**

By:   
DAVID E. KENDIG  
GENERAL COUNSEL

Date: 2/15/17

**ATTEST:**

\_\_\_\_\_  
Sherry A.F. Wentz  
Clerk of the Board

**"FIRM"**

  
**6<sup>th</sup> Street Consulting**

Date: 2-15-17

By: \_\_\_\_\_  
Michelle Hollis, Engagement Manager

## EXHIBIT “A”

### Proposal



6<sup>th</sup> STREET CONSULTING

We have prepared a quote for you

## SharePoint and SharePoint Server Support

Quote #001133 v1

Prepared for:

Orange County Fire Authority

Prepared by:

Michelle Hollis

## Executive Summary

Orange County Fire Authority has SharePoint feature and function support as well as SharePoint Server Support needs which they would like 6th Street Consulting to augment.

## Statement of Work

### 1.0 Description of Services / Scope

**Orange County Fire Authority** has enlisted **6th Street Consulting(6SC)** to help monitor and support Orange County Fire Authority's on premise SharePoint environment.

#### 1.1 In-Scope

##### **Level 2 - SharePoint Support – as delegated by Orange County Fire Authority**

- *Intranet (TheHive)*
  - Break/fix Support for the Intranet
  - *Testing to support monthly server patches (as needed)*
    - Test from sample list of sites and tools to ensure all SharePoint functionality are working as planned
      - Intranet (TheHive)
  - *Technical Guidance*
    - Calls/meetings per month to provide technical guidance and direction in regarding to SharePoint technology

##### **Farm Maintenance – Auditing/Remediation (Monthly)**

- Research service packs and patches
- SQL Database Check

##### **Farm Maintenance – Auditing/Remediation (Quarterly)**

- Check for SQL and SharePoint Patches
- Request server snapshots
- Patch SQL Server and SharePoint Server
- Verify Thired party SharePoint products licensing expiration window
- Performance and capacity monitoring
- All Service Applications
- Verify Web Applications (Bindings, SSL and AAM) and Sites
- Verify outgoing email
- Verify incoming email
- Verify New DBs in cluster
- Check disk space
- Check SSL Certs for upcoming expirations
- Go/No Go to Commit Snapshot
- Update Documentation, performance and database size/growth

## 1.2 Out of Scope

- Orange County Fire Authority is responsible for disaster recovery in case of an emergency
- Orange County Fire Authority is responsible for backing up all servers in the SharePoint farm
- Development or Staging environment
- Customization of SharePoint environment
- SharePoint Designer workflows
- Integration with third party products
- Projects and Special requests
  - All request requiring more than 4 hours of work usually require:
  - Analysis/assessment
  - Design (UX and/or Technical)
  - Development
  - Testing
  - Deployment

## Assumptions

### **Orange County Fire Authority should consider the following risks when evaluating this estimate:**

- 6SC often identifies elements of functionality that are necessary, but for which information is not available to properly estimate the associated work effort. This functionality will therefore generate additional costs that are not known at the time of this estimate.
- 6SC will identify each of these elements in the Assumptions & Exclusions of this SOW, and identify the information 6SC needs to provide an estimate for each element.
- Communication failures or changes in the Scope & Objectives, or Deliverables may result in unknown, more complex, or more interdependent requirements with external dependencies that were not revealed during the estimation. In this situation, 6SC will notify Orange County Fire Authority as we find new requirements that impact the costs, and 6SC will provide you with cost and schedule estimates as appropriate.
- Orange County Fire Authority personnel available as required. Any project /schedule delays due to Orange County Fire Authority availability may result in additional costs to the project.

### **1.3 Period of Performance**

- March 1, 2017 through February 29, 2020

### **1.4 Assumptions & Exclusions**

- Orange County Fire Authority personnel available as required
- There is no monthly minimum, hours will be performed as requested
- Orange County Fire Authority will provide the appropriate security access to the current intranet for 6SC to perform services under this SOW
- All support is performed remotely and not on site at the client.
- Work requested to be performed after hours will be performed at 1.5x the normal rate

### **1.5 Travel & Expenses**

- All work will be performed remotely.

### **1.6 Work Hours**



Regular Work Hours – Monday through Friday, 8:30AM – 5:30PM, excluding 6SC observed holidays. On an exception basis, 6SC staff may work alternate work hours pending approval of the 6SC project manager. The following Holidays will be observed:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

Generally, if a holiday falls on a Sunday, it will be observed on the next Monday. If a holiday falls on a Saturday, it will be observed on the previous Friday.


### **1.7 Work Location(s)**

Work shall be performed at the location noted below:

- 250 N. Harbor Drive, suite 321, Redondo Beach, CA 90277

## As Needed Support Estimate

Description	Qty	Price	Ext. Price
<b>As needed Support through February 29, 2020. Hourly rate as stated.</b>	495	\$150.00	\$74,250.00
Subtotal:			<b>\$74,250.00</b>

Prepared For	Prepared By	Details
<b>Orange County Fire Authority</b> PO Box 57115 Irvine, CA 92619 David McVey davemcvey@ocfa.org (714) 573-6424	<b>6th Street Consulting</b>  Michelle Hollis 310-694-3844 michelle.hollis@6sc.com	<b>SharePoint and SharePoint Server Support</b> Quote #: 001133 Version: 1 Delivered: 02/15/2017 Expires: 03/05/2017

## Quote Summary

Description	Amount
As Needed Support Estimate	\$74,250.00
Total:	<b>\$74,250.00</b>

Acceptance of this order includes approval of all documents herein.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



Orange County Fire Authority  
**AGENDA STAFF REPORT**

**Executive Committee Meeting**  
**February 23, 2017**

**Agenda Item No. 4A**  
**Discussion Calendar**

**2017/18 OCFA Legislative Policy Guidelines**

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**Contact(s) for Further Information**

David Thomas, Assistant Chief  
Operations Department

[davidthomas@ocfa.org](mailto:davidthomas@ocfa.org)

714.573.6012

Jay Barkman, Legislative Analyst

[jaybarkman@ocfa.org](mailto:jaybarkman@ocfa.org)

714.573.6048

**Summary**

This item is submitted for the biennial approval and adoption of the 2017/18 OCFA Legislative Policy Guidelines.

**Prior Board/Committee Action**

Not Applicable.

**RECOMMENDED ACTION(S)**

Adopt the 2017/18 OCFA Legislative Policy Guidelines and direct staff to identify legislation for the Executive Committee to adopt positions of support or opposition.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Not Applicable.

**Background**

The purpose of the 2017/18 OCFA Legislative Policy Guidelines is to provide a framework for the advocacy efforts of OCFA to be implemented by our lobbyists and OCFA staff. The attached document provides staff the ability to communicate OCFA positions or concerns on pending legislation. As legislation proceeds through the committee process bills will be identified for the Executive Committee to adopt positions of support or opposition.

The policy guidelines included in the attachment are derived from past legislative history, anticipated legislation, and prior OCFA positions. During the course of the legislative year, we anticipate a number of bills will be introduced. We will provide analysis and a recommended position on legislation, regulation, or budget proposals to the Executive Committee for its approval.

Senator Mendoza (D-Cerritos) introduced SB 302 on February 13, 2017, to restrict the use of property taxes allocated by a county to a joint powers agency for fire protection. Staff will be prepared to discuss the bill.

**Attachment(s)**

1. 2017/18 OCFA Legislative Policy Guidelines
2. SB 302 (Mendoza) JPA Fire Funds

## **2017/18 OCFA LEGISLATIVE POLICY GUIDELINES**

OCFA staff will use the below policy positions to evaluate legislation or budget proposals, and bring recommendations to the Executive Committee for support or opposition of those items.

### **Operations and Community Safety**

1. Community Protection
  - 1.1. Support legislation and budget proposals that streamline enforcement, licensing and disposal of fireworks
  - 1.2. Support measures that increase funding for wildland fire safety through education, fuel reduction or planning
  - 1.3. Support measures that advance investigation and prosecution of arsons
  - 1.4. Oppose legislation that eliminates discretionary input by local agencies, fire departments or communities on development in the Wildland Urban Interface
2. Emergency Medical Service, Firefighting Equipment, and 911 System
  - 2.1. Support measures that increase Medi-CAL reimbursement to fire departments for ambulance transport and paramedic treatment
  - 2.2. Support measures that increase county and city authority to exercise local oversight and administration of the EMS system, including the design of service areas and contracting for service
  - 2.3. Support funding and the adoption of standards that improve firefighter safety, but do not mandate excessive costs or new administrative measures on local agencies
  - 2.4. Support increased fines and penalties on false or abusive 911 calls
  - 2.5. Oppose any diversion of state 911 Funds to be used for purposes other than 911 related positions and equipment

### **Administrative**

1. Revenues, Fees, and Taxes
  - 1.1. Support oversight of State Responsibility Area fee and equitable distribution of funds associated with fee
  - 1.2. Oppose the diversion of local revenues, fees, and taxes
2. Workers Compensation, Public Works and Miscellaneous
  - 2.1. Support measures that limit OCFA's legal or insurance liabilities
  - 2.2. Oppose expansion or addition of new presumptive injuries or illnesses that force local agencies to provide benefits without considering if the injury or illness is related to employment
3. Public Records Act
  - 3.1. Support funding and measures that improve government transparency, but do not mandate new costs or excessive administrative burdens on local agencies

### **Federal Priorities**

#### **National Urban Search and Rescue Team (US&R)**

OCFA is a sponsoring agency of California Task Force 5, one of 28 task forces across the country. These are FEMA supported Task Forces that provide a federal response capability to nationally declared disasters. OCFA is responsible for administering federal funds to train and maintain local personnel and equipment that are deployed to national incidents.

With the passage of authorizing legislation last year the task forces will focus in 2017 on increasing federal appropriations. The President and Congress have never provided full funding resulting in annual deficits absorbed by the task forces. The new administration is evaluating all federal programs, and the task forces will need to be prepared to respond to proposed changes or cuts. The National US&R System has often been misunderstood by incoming administrations and new budget directors as a program benefitting local emergencies. The system provides FEMA with a first responder capability using local agencies and personnel to administer and oversee the program.

#### **Department of Homeland Security and Federal Emergency Management Agency (DHS & FEMA) Grant Programs**

OCFA will work with other national groups to support increased federal funding of Fire Act grants from FEMA, Urban Area Security Initiative (UASI) funding from the DHS, and other related grant programs. Working with our federal lobbyists OCFA will need to monitor how legislation or executive orders are implemented to address federal funding to self-declared sanctuary cities. Santa Ana and Anaheim are recipients of UASI funds used to address regional needs benefitting multiple agencies including OCFA. If funds are cut or stopped equipment purchases or training supported by USAI funds may be impacted.

### **State Priorities**

#### **Sponsored Legislation on Cal/OSHA Reporting**

Staff is developing legislation to reduce the burden on fire and police agencies to report to Cal/OSHA when they respond to calls for employees (non-OCFA) injured on the job. These reports to Cal/OSHA are separate and unrelated to the requirement to report injuries to OCFA employees. Currently, fire captains are required to call Cal/OSHA within 24 hours when they treat an employee injured on a job site. Current law also requires employers and physicians to report.

Due to changes in enforcement and interpretation by the local Cal/OSHA office OCFA was cited in 2013 and 2014 for not reporting injuries on job sites. These citations were a result of employees with minor injuries refusing additional treatment who later required hospitalization, or incidents where OCFA was one of multiple fire agencies responding, and did not make a duplicate notification. In 2015, OCFA began reporting all injuries on job sites regardless of severity or patient outcome. This has resulted in over 2,000 reports annually to Cal/OSHA.

Staff has met with Cal/OSHA and is developing legislative language in consultation with Orange County Professional Firefighters, California Fire Chiefs, and other labor representatives. The deadline to introduce legislation was February 17, and a placeholder has been introduced by Assemblymember Sharon Quirk-Silva (D-Fullerton).

**SENATE BILL**

**No. 302**

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**Introduced by Senator Mendoza**

February 13, 2017

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An act to amend Section 6503.1 of the Government Code, relating to joint powers.

LEGISLATIVE COUNSEL'S DIGEST

SB 302, as introduced, Mendoza. Joint powers agencies: fire protection: funds.

Existing law authorizes 2 or more public agencies, by agreement, to form a joint powers authority to exercise any power common to the contracting parties, as specified. Existing law authorizes the agreement to set forth the manner by which the joint powers authority will be governed. Existing law authorizes the board of supervisors of any county to contract with any local agency within the county or with the state for services relating to the prevention and suppression of fires. Existing law additionally requires property tax revenues of a county of the 2nd class that are allocated by that county to a joint powers agency formed for the purpose of providing fire protection to be used by that agency for fire protection purposes, as defined.

This bill would make a technical change to this provision.

Vote: majority. Appropriation: no. Fiscal committee: no.  
State-mandated local program: no.

*The people of the State of California do enact as follows:*

- 1 SECTION 1. Section 6503.1 of the Government Code is
- 2 amended to read:
- 3 6503.1. (a) When property tax revenues of a county of the
- 4 second class are allocated by that county to an agency formed for

1 the purpose of providing fire protection pursuant to this chapter,  
2 those funds ~~may only~~ *shall* be appropriated for expenditure by that  
3 agency for fire protection purposes.

4 (b) As used in this section, “fire protection purposes” means  
5 those purposes directly related to, and in furtherance of, providing  
6 fire prevention, fire suppression, emergency medical services,  
7 hazardous materials response, ambulance transport, disaster  
8 preparedness, rescue services, and related administrative costs.

9 (c) This section shall not be interpreted to alter any provision  
10 of law governing the processes by which cities or counties select  
11 providers of ambulance transport services.