



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, April 27, 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 Jeff Hetschel

PLEDGE OF ALLEGIANCE by Director Hernandez

ROLL CALL

1. PRESENTATIONS

No items.

REPORT FROM THE HUMAN RESOURCES COMMITTEE CHAIR

REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR

No report, as the Committee did not meet this month.

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. 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.

CLOSED SESSION

No items.

2. MINUTES

A. Minutes from the March 23, 2017, Regular 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

Recommended Action:

Receive and file the reports.

B. Professional Labor Negotiation Services

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

Labor Negotiation Ad Hoc Committee Recommendation: *APPROVE*

Recommended Action:

Approve the Professional Services Agreement (Option 1) with Peter Brown, Liebert Cassidy Whitmore, for professional labor negotiation services for a three year term (July 1, 2017, to June 30, 2020), at an annual amount not-to-exceed \$100,000.

C. Sole Source Contract Increase – Structure Gloves

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

Recommended Action:

Authorize the Purchasing Manager to increase the sole source contract with AllStar Fire Equipment, Inc. by \$80,000 (from \$60,000 to \$140,000) for the current contract ending March 31, 2018.

D. Approval of Donation of a 1964 Firecoach Hose Tender

Submitted by: Dave Anderson, Assistant Chief/Support Services Department

Recommended Action:

Approve and authorize the Purchasing Manager to donate one 1964 Crown Firecoach Hose Tender to the California Fire Museum and Safety Learning Center.

E. Sole Source Blanket Order Renewal Banner Human Resources/Financial System Software

Submitted by: Dave Anderson, Assistant Chief/Support Services Department

Recommended Action:

Approve and authorize the Purchasing Manager to renew and increase the contract amount to Xerox Government Systems, LLC for annual software license and maintenance fees for the Banner Human Resources/Financial software system for a not-to-exceed amount of \$303,727.92 over the three-year term (\$101,242.64 annually).

F. Blanket Order Contract Increases and Extensions – Property Management

Submitted by: Dave Anderson, Assistant Chief/Support Services Department

Recommended Action:

Approve and authorize the Purchasing Manager to renew, extend and increase blanket order contracts as specified for as-needed emergency and routine facilities maintenance.

G. Award of Contracts for RFP RO2172 Plumbing Maintenance and Repair Services
Submitted by: Dave Anderson, Assistant Chief/Support Services Department

Recommended Actions:

1. Approve and authorize the Purchasing Manager to extend and increase the current blanket order contract with Pacific Plumbing of Santa Ana by \$40,000 through April 30, 2017.
2. Approve and authorize the Fire Chief to sign Plumbing Maintenance and Repair Agreements with Pacific Plumbing of Santa Ana (\$100,000 annually), All-American Mechanical Contractors (\$35,000 annually), and Pro-Craft Construction (\$35,000 annually) for plumbing maintenance and repair services for up to three years.
3. Authorize the Purchasing Manager to redistribute or adjust the annual amount between the three vendors as requested by the department, so long as the aggregate amount does not exceed \$170,000.

END OF CONSENT CALENDAR

4. DISCUSSION CALENDAR

No items.

COMMITTEE MEMBER COMMENTS

ADJOURNMENT – The next regular meeting of the Executive Committee is scheduled for Thursday, May 25, 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 20th day of April 2017.

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

UPCOMING MEETINGS:

Budget and Finance Committee Meeting	Wednesday, May 10, 2017, 12 noon
Claims Settlement Committee Meeting	Thursday, May 25, 2017, 5:00 p.m.
Executive Committee Meeting	Thursday, May 25, 2017, 5:30 p.m.
Board of Directors Meeting	Thursday, May 25, 2017, 6:00 p.m.

MINUTES ORANGE COUNTY FIRE AUTHORITY

**Executive Committee Regular/Special Meetings
Thursday, March 23, 2017
5:30 P.M.**

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

CALL TO ORDER

Chair Swift called the regular/special meeting of the Orange County Fire Authority Executive Committee to order at 5:32 p.m. on March 23, 2017.

INVOCATION

Chaplain Robert Benoun offered the invocation.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

Present: Lisa Bartlett, County of Orange (Alternate)
Noel Hatch, Laguna Woods
Joe Muller, Dana Point
Ed Sachs, Mission Viejo
Dave Shawver, Stanton
Elizabeth Swift, Buena Park
Tri Ta, Westminster (Alternate)

Absent: Carol Gamble, Rancho Santa Margarita
Gene Hernandez, Yorba Linda
Todd Spitzer, County of Orange

Also present were:

Fire Chief Jeff Bowman	Assistant Chief Dave Thomas
Assistant Chief Mike Schroeder	Assistant Chief Lori Smith
Assistant Chief Lori Zeller	Assistant Chief Dave Anderson
Assistant Chief Brian Young	Human Resources Director Brigitte Gibb
General Counsel David Kendig	Clerk of the Authority Sherry Wentz

PRESENTATIONS

There were no presentations.

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

Budget and Finance Committee Chair Ed Sachs reported at the March 8, 2017, meeting the Committee voted unanimously to approve the recommended Selection of a Public Accounting Firm for Audit Services. The top ranked firm from the RFP process, Vavrinek, Trine, Day & Co. will become OCFA's new auditor for annual financial audits and other related audit services. The Committee also voted unanimously to send the Monthly Investment Report to the Executive Committee for approval.

PUBLIC COMMENTS (F: 12.02A3)

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

CLOSED SESSION (F: 12.02A5)

General Counsel David Kendig reported the Executive Committee would convene to Closed Session to consider the matters on the Agenda identified as CS1, Conference with Legal Counsel–Anticipated Litigation, CS2, Conference with Legal Counsel–Existing Litigation, and CS3, Conference with Legal Counsel–Anticipated Litigation.

Chair Swift recessed the meeting to Closed Session at 5:38 p.m.

CS1. CONFERENCE WITH LEGAL COUNSEL–ANTICIPATED LITIGATION

Authority: Government Code Section 54956.9(d)(2) – Significant Exposure to Litigation (2 cases)

CS2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1) - Orange County Fire Authority and the City of Irvine v. All Persons Interested [In second Amendment to Amended Joint Powers Authority Agreement], Fourth Appellate District, Division Three, Appellate Case No. G050687.

CS3. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9(d)(2) – Exposure to potential litigation in connection with member agency financial equity disputes and pension liabilities.

Chair Swift reconvened the meeting from Closed Session at 5:54 p.m.

CLOSED SESSION REPORT (F: 12.02A5)

General Counsel David Kendig stated there was no reportable action.

2. MINUTES

A. Minutes from the February 23, 2017, Regular Executive Committee Meeting (F: 12.02A2)

On motion of Director Shawver and second by Director Muller, the Executive Committee voted to approve the Minutes of the February 23, 2017, meeting as submitted. Directors Bartlett and Ta were recorded as abstentions due to their absence from the meeting.

3. CONSENT CALENDAR (Agenda Item No. 3B was pulled from the Consent Calendar for separate consideration.)

A. Monthly Investment Reports (F: 11.10D2)

On motion of Director Ta and second by Vice Chair Sachs, the Executive Committee voted unanimously by those present to receive and file the reports.

B. Medical Director – Salary Range Adjustment (F: 11.18)

Vice Chair Sachs pulled this item from the Consent Calendar to inquire about the proposed salary range adjustment and to propose the potential use of a signing bonus.

A brief discussion ensued.

On motion of Director Shawver and second by Director Hatch, the Executive Committee voted to approve the proposed Medical Director monthly salary range of \$8,923.20 - \$14,185.60. Vice Chair Sachs and Director Muller voted in opposition.

Director Ta left at this point (6:00 p.m.).

C. New Classification Specification and Salary Range for Emergency Command Center Manager (F: 11.18)

On motion of Director Ta and second by Vice Chair Sachs, the Executive Committee voted unanimously by those present to approve the proposed Emergency Command Center Manager classification specification and monthly salary range of \$7,832.93 - \$12,445.33.

D. Blanket Order Contract Extension for Full Service Tire Contract (F: 19.09I)

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

1. Approve and authorize the Purchasing Manager to increase the current blanket order contract by \$75,000 (to cover current and anticipated orders through the end of March, 2017).
2. Approve and authorize the Purchasing Manager to extend the annual blanket order contract with Parkhouse Tire, Inc., in the initial amount of \$400,000, with an annual escalation factor up to ten percent to allow for a combination of volume and pricing changes utilizing the NASPO Valuepoint cooperative contract through March 31, 2019.

E. Approval of Contract Amendment County-wide Wildfire Protection Plan (F: 16.02I)

On motion of Director Ta and second by Vice Chair Sachs, the Executive Committee voted unanimously to approve and authorize the Purchasing Manager to increase the Wildland Resource Management contract (B01635) by \$19,900 for a new not to exceed amount of \$113,960.

END OF CONSENT CALENDAR

4. DISCUSSION CALENDAR

A. March 2017 Legislative Report (F: 11.10F1)

Legislative Analyst Jay Barkman presented the March 2017 Legislative Report.

Stephen Wontrobowski, Mission Viejo resident, pulled this item to speak in opposition to both SB 302 and the staff's recommended action.

On motion of Vice Chair Sachs and second by Director Shawver, the Executive Committee voted to direct OCFA staff to advise and provide input ensuring SB 302 (D-Mendoza) does not negatively impact revenues allocated to OCFA. Director Bartlett was recorded as an abstention.

Director Ta was absent for the vote.

B. Award of RFP JA2148 Cardiac Monitor/Defibrillators and Automated External Defibrillators (F: 19.09D1)

Assistant Chief Dave Thomas presented the report on the Award of RFP JA2148 Cardiac Monitor/Defibrillators and Automated External Defibrillators.

A brief discussion ensued.

On motion of Director Hatch and second by Director Shawver, the Executive Committee voted by those present to:

1. Authorize the Purchasing Manager to issue a purchase order for the initial purchase of 120 cardiac monitor units and 180 automated external defibrillators (AED) units including accessories and supplies to Zoll, 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 03/31/17).
2. Authorize the Purchasing Manager to issue a blanket order for a five-year term to Zoll, 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 has agreed to hold throughout the term of the contract.

Director Ta was absent for the vote.

C. Discussion of Member Agency Financial Equity Issues and Potential Liability of Member Agencies Upon Withdrawal from OCFA or Upon Expiration of OCFA's Joint Powers Agreement and Requests Made by City of Irvine and County of Orange for OCFA to Engage in Discussions and Negotiations regarding Financial Equity Issues; Potential Formation of an Equity Ad Hoc Committee (F: 11.17A) (X: 12.03E4)

Chair Swift suggested in respect of the hour that the Committee defer this item to the full Board as it is also on the Board's agenda for discussion this evening.

On motion of Director Hatch and second by Vice Chair Sachs, the Executive Committee voted by those present to defer the item to the Board to receive the status report and recommendations of the Equity Ad Hoc Committee.

Director Ta was absent for the vote.

COMMITTEE MEMBER COMMENTS

The Executive Committee Members offered no comments.

ADJOURNMENT – Chair Swift adjourned the meeting at 6:29 p.m. The next regular meeting of the Executive Committee is scheduled for Thursday, April 27, 2017, at 5:30 p.m.

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



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
April 27, 2017

Agenda Item No. 3A
Consent Calendar

Monthly Investment Reports

Contact(s) for Further Information

Tricia Jakubiak, Treasurer Treasury & Financial Planning	triciajakubiak@ocfa.org	714.573.6301
Jane Wong, Assistant Treasurer	jane Wong@ocfa.org	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

Since the April 4, 2017, meeting of the Budget and Finance Committee was cancelled, no prior committee action was taken on this item; however, the Monthly Investment Report was forwarded to members of the Budget and Finance Committee for review.

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 ending February 28, 2017. A preliminary investment report as of March 24, 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 – February 2017/Preliminary Report – March 2017



ORANGE COUNTY FIRE AUTHORITY

P.O. Box 57115, Irvine, CA 92619-7115 • 1 Fire Authority Road, Irvine, CA 92602


Jeff Bowman, Fire Chief

(714) 573-6000

www.ocfa.org

DATE: April 4, 2017

TO: Budget and Finance Committee
Orange County Fire Authority

FROM: Patricia Jakubiak, Treasurer 

SUBJECT: **Investment Report**

Due to the cancellation of the April 12, 2017 Budget and Finance Committee meeting, I am sending the monthly investment report for your review. The report includes the following:

- Final Investment Report for February 2017
- Preliminary Investment Report for March 2017

This report will be forwarded to the April 27, 2017 meeting of the Executive Committee for action to be taken. If you have any questions, please call me at (714) 573-6301.

Enclosure

Orange County Fire Authority Monthly Investment Report



Final Report – February 2017

Preliminary Report – March 2017



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Orange County Fire Authority

Final Investment Report

February 28, 2017



EXECUTIVE SUMMARY

Portfolio Activity & Earnings

During the month of February 2017, the size of the portfolio decreased by \$19.8 million to \$149.2 million. Significant receipts for the month included cash contract payments, apportionments of property taxes, intergovernmental contract and grant payments, and other charges for current services totaling \$11.8 million. Significant disbursements for the month included two biweekly payrolls which were approximately \$10.1 million each with related benefits. Significant disbursements also included \$6.7 million and \$2.6 million payments for radio equipment and fire apparatus, respectively. Total February cash outflows for operating and capital expenditures amounted to approximately \$32.1 million. The portfolio's balance is expected to stay about the same in the following month.

In February, the portfolio's yield to maturity (365-day equivalent) increased by 8 basis points to 0.84%. The effective rate of return rose by 10 basis points to 0.76% for the month and edged up by 2 basis points to 0.63% for the fiscal year-to-date. The average maturity of the portfolio shortened slightly by 3 days to 80 days to maturity.

Economic News

The U.S. economy continued its moderate growth pace in February 2017. Employment conditions strengthened further with a stronger than expected jobs report in February where a total of 235,000 new jobs were created. The unemployment rate also improved edging down from 4.8% to 4.7%. Consumer confidence measures stayed mixed in February but maintained at a high level. Retail sales increased modestly, in line with expectations. Both manufacturing and non-manufacturing sectors continued expanding. The CPI (Consumer Price Index) increased slightly, but longer-term inflation remained low. Housing activity was mixed, but stayed strong. Durable goods orders rose while industrial production was unchanged for the month. On March 15, 2017, at the second day of the Federal Open Market Committee's scheduled meeting, and as widely expected, the Fed voted to increase the federal funds rate by 25 basis points to a target range of 0.75% to 1.00%. Current expectations call for possible further rate increase(s) in the near future as the economy continues to improve.



BENCHMARK COMPARISON AS OF FEBRUARY 28, 2017

<i>3 Month T-Bill:</i>	<i>0.53%</i>	<i>1 Year T-Bill:</i>	<i>0.82%</i>
<i>6 Month T-Bill:</i>	<i>0.65%</i>	<i>LAIF:</i>	<i>0.78%</i>
<i>OCFA Portfolio: 0.76%</i>			

PORTFOLIO SIZE, YIELD, & DURATION

	<u><i>Current Month</i></u>	<u><i>Prior Month</i></u>	<u><i>Prior Year</i></u>
<i>Book Value-</i>	<i>\$149,217,747</i>	<i>\$168,999,058</i>	<i>\$166,188,999</i>
<i>Yield to Maturity (365 day)</i>	<i>0.84%</i>	<i>0.76%</i>	<i>0.61%</i>
<i>Effective Rate of Return</i>	<i>0.76%</i>	<i>0.66%</i>	<i>0.60%</i>
<i>Days to Maturity</i>	<i>80</i>	<i>83</i>	<i>224</i>



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
February 28, 2017

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.
Federal Agency Coupon Securities	39,000,000.00	38,968,040.00	39,004,258.03	26.47	1,091	246	1.239	1.256
Federal Agency Disc. -Amortizing	34,000,000.00	33,977,080.00	33,975,872.78	23.05	102	48	0.540	0.548
Treasury Discounts -Amortizing	10,000,000.00	9,993,300.00	9,992,361.11	6.78	120	50	0.559	0.566
Local Agency Investment Funds	64,402,032.95	64,364,925.98	64,402,032.95	43.70	1	1	0.766	0.777
Investments	147,402,032.95	147,303,345.98	147,374,524.87	100.00%	321	80	0.825	0.837
Cash and Accrued Interest								
Passbook/Checking (not included in yield calculations)	1,727,640.13	1,727,640.13	1,727,640.13		1	1	0.000	0.000
Accrued Interest at Purchase		10,000.00	10,000.00					
Subtotal		1,737,640.13	1,737,640.13					
Total Cash and Investments	149,129,673.08	149,040,986.11	149,112,165.00		321	80	0.825	0.837

Total Earnings	February 28 Month Ending	Fiscal Year To Date
Current Year	93,981.66	652,793.23
Average Daily Balance	161,864,232.16	155,620,502.78
Effective Rate of Return	0.76%	0.63%

"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

3/3/17

Cash and Investments with GASB 31 Adjustment:

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

\$ 149,112,165.00

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

\$ 105,582.35

Total

\$ 149,217,747.35

ORANGE COUNTY FIRE AUTHORITY

Portfolio Management

Portfolio Details - Investments

February 28, 2017

(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
Money Mkt Mutual Funds/Cash											
SYS528	528	Federated Treasury Obligations			0.00	0.00	0.00	0.001	0.001	1	
Subtotal and Average			7,703,537.31		0.00	0.00	0.00		0.000	0	
Federal Agency Coupon Securities											
3133EFJP3	869	Federal Farm Credit Bank	Callable Anytime	10/15/2015	10,000,000.00	9,968,500.00	10,000,000.00	1.100	1.054	593	10/15/2018
3134G7FK2	863	Fed Home Loan Mtg Corp		06/30/2015	9,000,000.00	8,996,940.00	9,000,000.00	1.100	1.065	387	03/23/2018
3136G3PX7	908	Fed Natl Mortg Assoc	Callable 3-13-17	12/21/2016	10,000,000.00	10,000,200.00	10,001,371.95	1.750	1.542	12	12/13/2019
3130AAA40	902	Fed Home Loan Bank	Callable 3-9-17	12/20/2016	10,000,000.00	10,002,400.00	10,002,886.08	2.000	1.345	8	03/09/2020
Subtotal and Average			39,011,587.97		39,000,000.00	38,968,040.00	39,004,258.03		1.256	246	
Federal Agency Disc. -Amortizing											
313385DL7	904	Fed Home Loan Bank		12/21/2016	10,000,000.00	9,997,400.00	9,996,645.83	0.525	0.540	23	03/24/2017
313385EA0	907	Fed Home Loan Bank		12/21/2016	10,000,000.00	9,995,100.00	9,994,450.00	0.540	0.556	37	04/07/2017
313385FU5	910	Fed Home Loan Bank		01/19/2017	9,000,000.00	8,989,380.00	8,989,532.50	0.530	0.546	79	05/19/2017
313385FD3	911	Fed Home Loan Bank		02/15/2017	5,000,000.00	4,995,200.00	4,995,244.45	0.535	0.551	64	05/04/2017
Subtotal and Average			34,043,520.85		34,000,000.00	33,977,080.00	33,975,872.78		0.548	48	
Treasury Discounts -Amortizing											
912796KT5	903	US Treasury Bill		12/21/2016	10,000,000.00	9,993,300.00	9,992,361.11	0.550	0.566	50	04/20/2017
Subtotal and Average			17,846,410.22		10,000,000.00	9,993,300.00	9,992,361.11		0.566	50	
Local Agency Investment Funds											
SYS336	336	Local Agency Invstmt Fund			64,402,032.95	64,364,925.98	64,402,032.95	0.777	0.777	1	
Subtotal and Average			63,259,175.81		64,402,032.95	64,364,925.98	64,402,032.95		0.777	1	
Total and Average			161,864,232.16		147,402,032.95	147,303,345.98	147,374,524.87		0.837	80	

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
February 28, 2017

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
Money Mkt Mutual Funds/Cash										
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	1,707,640.13	1,707,640.13	1,707,640.13		0.000	1
Average Balance			0.00	Accrued Interest at Purchase		10,000.00	10,000.00			1
				Subtotal		1,737,640.13	1,737,640.13			
Total Cash and Investments			161,864,232.16		149,129,673.08	149,040,986.11	149,112,165.00		0.837	80

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



ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of March 1, 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	(03/01/2017 - 03/01/2017)	4 Maturities	0 Payments	66,129,673.08	44.35%	66,129,673.08	66,092,566.11
Aging Interval: 1 - 30 days	(03/02/2017 - 03/31/2017)	1 Maturities	0 Payments	10,000,000.00	6.70%	9,996,645.83	9,997,400.00
Aging Interval: 31 - 60 days	(04/01/2017 - 04/30/2017)	2 Maturities	0 Payments	20,000,000.00	13.40%	19,986,811.11	19,988,400.00
Aging Interval: 61 - 91 days	(05/01/2017 - 05/31/2017)	2 Maturities	0 Payments	14,000,000.00	9.38%	13,984,776.95	13,984,580.00
Aging Interval: 92 - 121 days	(06/01/2017 - 06/30/2017)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 122 - 152 days	(07/01/2017 - 07/31/2017)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 153 - 183 days	(08/01/2017 - 08/31/2017)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 184 - 274 days	(09/01/2017 - 11/30/2017)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 275 - 365 days	(12/01/2017 - 03/01/2018)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 366 - 1095 days	(03/02/2018 - 02/29/2020)	3 Maturities	0 Payments	29,000,000.00	19.45%	29,001,371.95	28,965,640.00
Aging Interval: 1096 - 1825 days	(03/01/2020 - 02/28/2022)	1 Maturities	0 Payments	10,000,000.00	6.71%	10,002,886.08	10,002,400.00
Aging Interval: 1826 days and after	(03/01/2022 -)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for		13 Investments	0 Payments		100.00	149,102,165.00	149,030,986.11



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 February 28, 2017, OCFA has \$64,402,033 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 \$64,364,926 or (\$37,107) 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 February 28, 2017 is included on the following page.



Fair Value Including Accrued Interest	\$	69,537,466,419.30
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Page 11



Orange County Fire Authority

Preliminary Investment Report

March 24, 2017



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
March 24, 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	8,907,860.32	8,907,860.32	8,907,860.32	5.93	1	1	0.001	0.001
Federal Agency Coupon Securities	29,000,000.00	28,957,650.00	29,000,000.00	19.30	1,062	651	1.269	1.286
Federal Agency Disc. -Amortizing	38,000,000.00	37,958,630.00	37,960,758.61	25.26	106	55	0.631	0.640
Treasury Discounts -Amortizing	10,000,000.00	9,995,300.00	9,996,027.78	6.65	120	26	0.559	0.566
Local Agency Investment Funds	64,402,032.95	64,364,925.98	64,402,032.95	42.86	1	1	0.766	0.777
Investments	150,309,893.27	150,184,366.30	150,266,679.66	100.00%	240	142	0.770	0.781
Cash and Accrued Interest								
Passbook/Checking (not included in yield calculations)	377,252.16	377,252.16	377,252.16		1	1	0.000	0.000
Accrued Interest at Purchase		3,888.89	3,888.89					
Subtotal		381,141.05	381,141.05					
Total Cash and Investments	150,687,145.43	150,565,507.35	150,647,820.71		240	142	0.770	0.781

Total Earnings	March 24 Month Ending	Fiscal Year To Date
Current Year	79,067.33	731,860.56
Average Daily Balance	154,749,327.79	155,542,194.91
Effective Rate of Return	0.78%	0.64%

"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)

\$ 150,647,820.71

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

\$ 105,582.35

Total

\$ 150,753,403.06

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
March 24, 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
Money Mkt Mutual Funds/Cash											
SYS528	528	Federated Treasury Obligations			8,907,860.32	8,907,860.32	8,907,860.32	0.001	0.001	1	
Subtotal and Average			5,139,857.36		8,907,860.32	8,907,860.32	8,907,860.32		0.001	1	
Federal Agency Coupon Securities											
3133EFJP3	869	Federal Farm Credit Bank	Callable Anytime	10/15/2015	10,000,000.00	9,969,600.00	10,000,000.00	1.100	1.054	569	10/15/2018
3134G7FK2	863	Fed Home Loan Mtg Corp		06/30/2015	9,000,000.00	8,987,850.00	9,000,000.00	1.100	1.065	363	03/23/2018
3136G3PX7	908	Fed Natl Mortg Assoc	Callable 6-13-17	12/21/2016	10,000,000.00	10,000,200.00	10,000,000.00	1.750	1.718	993	12/13/2019
Subtotal and Average			32,334,068.63		29,000,000.00	28,957,850.00	29,000,000.00		1.286	651	
Federal Agency Disc. -Amortizing											
313385EA0	907	Fed Home Loan Bank		12/21/2016	10,000,000.00	9,997,800.00	9,998,050.00	0.540	0.556	13	04/07/2017
313385FU5	910	Fed Home Loan Bank		01/19/2017	9,000,000.00	8,990,370.00	8,992,712.50	0.530	0.546	55	05/19/2017
313385FD3	911	Fed Home Loan Bank		02/15/2017	5,000,000.00	4,996,150.00	4,997,027.78	0.535	0.551	40	05/04/2017
313397GY1	912	Fed Home Loan Bank		03/09/2017	7,000,000.00	6,988,170.00	6,988,057.22	0.740	0.762	83	06/16/2017
313385HN9	913	Fed Home Loan Bank		03/09/2017	7,000,000.00	6,986,140.00	6,984,911.11	0.800	0.824	97	06/30/2017
Subtotal and Average			42,879,298.02		38,000,000.00	37,958,630.00	37,960,758.61		0.640	55	
Treasury Discounts -Amortizing											
912796KT5	903	US Treasury Bill		12/21/2016	10,000,000.00	9,995,300.00	9,996,027.78	0.550	0.566	26	04/20/2017
Subtotal and Average			9,994,270.83		10,000,000.00	9,995,300.00	9,996,027.78		0.566	26	
Local Agency Investment Funds											
SYS336	336	Local Agency Invstmt Fund			64,402,032.95	64,364,925.98	64,402,032.95	0.777	0.777	1	
Subtotal and Average			64,402,032.95		64,402,032.95	64,364,925.98	64,402,032.95		0.777	1	
Total and Average			154,749,327.79		150,309,893.27	150,184,366.30	150,266,679.66		0.781	142	

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
March 24, 2017

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
Money Mkt Mutual Funds/Cash										
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	357,252.16	357,252.16	357,252.16		0.000	1
Average Balance			0.00	Accrued Interest at Purchase		3,888.89	3,888.89			1
				Subtotal		381,141.05	381,141.05			
Total Cash and Investments			154,749,327.79		150,687,145.43	150,565,507.35	150,647,820.71		0.781	142

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ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of March 25, 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	(03/25/2017 - 03/25/2017)	4 Maturities	0 Payments	73,687,145.43	48.91%	73,687,145.43	73,650,038.46
Aging Interval: 1 - 30 days	(03/26/2017 - 04/24/2017)	2 Maturities	0 Payments	20,000,000.00	13.27%	19,994,077.78	19,993,100.00
Aging Interval: 31 - 60 days	(04/25/2017 - 05/24/2017)	2 Maturities	0 Payments	14,000,000.00	9.29%	13,989,740.28	13,986,520.00
Aging Interval: 61 - 91 days	(05/25/2017 - 06/24/2017)	1 Maturities	0 Payments	7,000,000.00	4.64%	6,988,057.22	6,988,170.00
Aging Interval: 92 - 121 days	(06/25/2017 - 07/24/2017)	1 Maturities	0 Payments	7,000,000.00	4.64%	6,984,911.11	6,986,140.00
Aging Interval: 122 - 152 days	(07/25/2017 - 08/24/2017)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 153 - 183 days	(08/25/2017 - 09/24/2017)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 184 - 274 days	(09/25/2017 - 12/24/2017)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 275 - 365 days	(12/25/2017 - 03/25/2018)	1 Maturities	0 Payments	9,000,000.00	5.97%	9,000,000.00	8,987,850.00
Aging Interval: 366 - 1095 days	(03/26/2018 - 03/24/2020)	2 Maturities	0 Payments	20,000,000.00	13.28%	20,000,000.00	19,969,800.00
Aging Interval: 1096 days and after	(03/25/2020 -)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for		13 Investments	0 Payments		100.00	150,643,931.82	150,561,618.46



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
April 27, 2017**

**Agenda Item No. 3B
Consent Calendar**

Professional Labor Negotiation Services

Contact(s) for Further Information

Lori Zeller, Assistant Chief
Business Services Department

lorizeller@ocfa.org

714.573.6020

Summary

This item is submitted for approval of a renewed contract for Professional Labor Negotiation Services with Peter Brown of Liebert Cassidy Whitmore (LCW).

Prior Board/Committee Action

Labor Negotiator Ad Hoc Committee Recommendation: *APPROVE*

At the April 2016 Executive Committee meeting, OCFA's contract with Peter Brown/LCW was extended through June 30, 2017. Subsequently, when MOU negotiations with the Firefighter unit were completed, Director Spitzer requested that the Labor Negotiator Ad Hoc Committee reconvene to discuss potential billing terms with Mr. Brown for a future renewed contract. The Ad Hoc Committee met on March 23, 2017, and recommended contract renewal as outlined below.

RECOMMENDED ACTION(S)

Approve the Professional Services Agreement (Option 1) with Peter Brown, Liebert Cassidy Whitmore, for professional labor negotiation services for a three year term (July 1, 2017, to June 30, 2020), at an annual amount not-to-exceed \$100,000.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funds are budgeted annually at \$100,000 per year for ongoing labor negotiation services.

Background

In December 2013, the Board of Directors appointed Peter Brown of Liebert Cassidy Whitmore to serve as OCFA's professional labor negotiator. Since 2013, Mr. Brown has negotiated the following memorandums of understanding (MOUs) with the Fire Authority's four labor groups:

- One-year MOU (Nov. 2014 - Oct. 2015) with the Orange County Professional Firefighters Association (OCPFA)
- Three-year MOU (Dec. 2014 - Dec. 2017) with the Orange County Employees Association (OCEA)
- Three-year MOU (June 2015 - June 2018) with the OCFA Management Association (OCFAMA)
- Four-year MOU (July 2016 - June 2020) with the OCFA Chief Officers' Association (COA)
- Four-year MOU (Sept. 2016 – Aug. 2020) with OCPFA
- A proposed Five-year Firefighter Healthcare Agreement (2017 – 2021) which is being submitted to the Board of Directors for approval at its April 27, 2017 meeting

Per Director Spitzer's request, and as we approach the beginning a new round of OCEA negotiations for a successor MOU (to be effective December 2017), staff met with the Labor Negotiator Ad Hoc Committee to discuss potential billing terms with Mr. Brown/LCW for contract renewal, in particular, billing terms related to travel time. Mr. Brown has offered the following billing options to the OCFA for a renewed contract:

Option 1: Hourly rate of \$350, billed for hours spent performing work for the client, as well as hours spent traveling to/from client meetings *only when* the travel time is not otherwise billable for other work purposes. Billing for travel time is excluded when the time spent traveling was utilized for other purposes, such as:

- Travel time is already being incurred to meet with other clients in the area
- Travel time was spent on phone calls or dictating notes on behalf of clients

Option 2: Hourly rate of \$425, billed only for hours spent performing work for the client, and excluding all travel time

Staff performed an analysis of past activity billed by LCW to OCFA, comparing costs under each option now being offered to OCFA for a new contract. Results are shown below, indicating that the costs that would be billed to OCFA under both options are very similar; however, the costs under Option 1 are slightly lower.

Dates of Service	Billed Travel Hours	Billed Work Hours	Combined Hours	<u>Billing Option 1</u> \$350 x Combined Hours	<u>Billing Option 2</u> \$425 x Work Hours
July – Dec 2014	37.30	162.80	200.10	\$70,035.00	\$69,190.00
Jan – June 2015	33.00	139.60	172.60	\$60,410.75	\$59,330.21
July – Dec 2015	24.10	137.79	161.89	\$56,661.50	\$58,560.75
Jan – June 2016	41.20	220.43	261.63	\$91,570.50	\$93,682.75
July – Dec 2016	12.10	95.70	107.80	\$37,730.00	\$40,672.50
Totals	147.70	756.32	904.02	\$316,407.17	\$321,436.21

The Ad Hoc Committee reviewed the above data, considered the billing options, and discussed the renewed contract options with Mr. Brown. As a result, the Committee is recommending approval of a new Professional Services Agreement with Mr. Brown for a three year term (July 1, 2017, to June 30, 2020), using proposed Option 1 for billing, with an annual contract amount not to exceed \$100,000 (Attachment 1). In the event the Committee prefers Option 2, an alternative Professional Services Agreement is provided as Attachment 2.

Attachment(s)

1. Professional Services Agreement (Recommended Option 1)
2. Professional Services Agreement (Alternative Option 2)

**ORANGE COUNTY FIRE AUTHORITY
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 27th day of April, 2017, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Liebert Cassidy Whitmore, hereinafter referred to as "Firm".

RECITALS

WHEREAS, OCFA requires the services of a firm to provide labor negotiation services, hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted to OCFA a proposal dated April 11, 2017, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by this reference; and

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

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

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

AGREEMENT

1. PROFESSIONAL SERVICES

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Firm shall provide those services specified in the "Proposal" attached hereto as Exhibit "A." Firm warrants that all services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Firm represents and warrants that it and all employees, subconsultants and subcontractors providing any services pursuant to this Agreement shall have a sufficient skill and experience to perform the Project services. All Project services shall be completed to the reasonable satisfaction of the OCFA. In the event of any inconsistency between the terms contained in Exhibit "A" and the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern.

1.2 Compliance with Law.

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

1.3 Licenses and Permits.

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

1.4 Familiarity with Work.

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

1.5 Care of Work.

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

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 \$100,000, except as otherwise approved in writing. Compensation shall be at an hourly rate of \$350 for Peter Brown (Partner), hourly rate of \$305 for Senior Counsel and between \$200 and \$285 per hour for support work performed by associates, 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 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 are anticipated to be performed within the period of July 1, 2017 through June 30, 2020. The extension of any time period must be approved in writing by the Contract Officer.

4.3 Force Majeure.

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

4.4 Term.

Unless earlier terminated in accordance with Section 8.5 of this Agreement, this Agreement shall continue in full force and effect until satisfactory completion of the services but not exceeding three years, 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: Peter Brown, Partner.

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

5.2 Contract Officer.

The Contract Officer shall be designated in writing by OCFA. It shall be the Firm's responsibility to keep the Contract Officer fully informed of the progress of the performance of the services and Firm shall refer any decisions that must be made by

OCFA to the Contract Officer. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Officer.

5.3 Prohibition Against Subcontracting or Assignment.

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

5.3.2 Provisions in the Event Subcontractor(s) Are Authorized. If Firm is authorized to subcontract any part of the Project services as provided in Section 5.3.1, Firm shall be responsible to OCFA for the acts and omissions of its subcontractor(s) and subconsultant(s) in the same manner as it is for persons directly employed. For purposes of this Agreement, all persons engaged in the performance of Project services will be considered employees of Firm. OCFA will deal directly with and will make all payments to Firm. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and OCFA. Firm shall ensure that all subcontractor insurance requirements set forth in Section 5 below (including its subsections) are complied with prior to commencement of services by each subcontractor.

5.3.2.1 Withholding Payment for Non-Authorized Subcontractors. OCFA shall have the right to withhold payment from Firm for services performed by any subcontractor or subconsultant performing Project services but not authorized in writing by OCFA, or regarding which the insurance or other requirements under this Agreement have not been satisfied.

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

5.4 Independent Contractor.

Neither OCFA nor any of its employees shall have any control over the manner, mode or means by which Firm, its agents or employees, perform the services required herein, except as otherwise set forth herein. Firm shall perform all services

required herein as an independent Firm of OCFA and shall remain at all times as to OCFA a wholly independent contractor with only such obligations as are consistent with that role. Firm shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of OCFA.

6. INSURANCE AND INDEMNIFICATION

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

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

6.2.1 Professional Liability/Errors and Omissions Insurance ("PLI"). Firm shall obtain and maintain PLI insurance applicable to each licensed profession practiced by Firm in the amount of \$1,000,000 each occurrence and \$2,000,000 aggregate. Firm shall maintain PLI insurance with per-claim and aggregate limits no lower than the minimum PLI limits designated. Covered professional services shall specifically include all Project services to be performed under the Agreement and the policy shall be endorsed to delete any exclusions that may exclude coverage for claims within the Minimum PLI Limits for the Project services to be performed under this Agreement.

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

6.2.1.2 If the PLI policy of insurance is written on a "claims-made" basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of all Project services provided hereunder (the "PLI Coverage Period"). If any PLI policy is replaced, cancelled, non-renewed, discontinued, or otherwise terminated, or if the limits of a PLI policy are reduced or the available coverage depleted below the required minimum coverage amounts for any reason during the PLI Coverage Period, Firm shall immediately obtain replacement PLI coverage meeting the requirements of this Section 6.2.1. Such replacement coverage shall satisfy all requirements herein, and shall include coverage for the prior acts or omissions of Firm

during the time period during which any Project services were performed. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the OCFA.

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

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

6.2.2 Commercial General Liability Insurance ("CGL"). Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of CGL insurance in the amount of \$1,000,000 combined single limit for bodily injury, personal injury and property damage and \$2,000,000 aggregate. CGL insurance shall be provided on an occurrence-based coverage form; a "claims made" CGL policy is not acceptable. Firm shall maintain CGL insurance with per-claim, aggregate and products and operations completed limits no lower than the minimum CGL coverage limits set forth above. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for any of the following: (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) any other exclusion contrary to this Agreement.

6.2.3 Automobile Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability insurance in the amount of \$1,000,000 each accident and \$1,000,000 uninsured motorist. Auto liability insurance shall be provided on an occurrence-based coverage form; a "claims made" auto liability policy is not acceptable. Firm shall maintain Auto liability insurance with per-claim and aggregate limits for bodily injury and property damage no lower than the minimum Auto Liability coverage limits set forth above. Defense costs shall be paid in addition to the policy limits. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles, and be endorsed to eliminate any exclusion applicable to any of them.

6.2.4 Workers' Compensation Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements applicable in the State of California.

Firm hereby waives on its own behalf, and shall obtain an endorsement from its workers' compensation insurer waiving on the insurance company's behalf, all rights of subrogation against the OCFA, its board members, officials, officers, employees, agents and volunteers.

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

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

6.3 Acceptability of Insurers. Each insurance policy required by this section shall be issued by a licensed company authorized to transact business by the Department of Insurance for the State of California with a current rating of A-:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Line Insurers (LASLI)), by the latest edition of A.M. Best's Key Rating Guide, except that the OCFA will accept workers' compensation insurance from the State Compensation Fund. In the event the OCFA determines that the Project services to be performed under this Agreement creates an increased or decreased risk of loss to the OCFA, the Firm agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the OCFA.

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

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

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

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

6.4.1.1.1 Additional Insured

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

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

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

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

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

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

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

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

6.7 Evidence of Coverage. Concurrently with the execution of the Agreement, Firm shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required to be maintained by Firm by this Section 6. Firm shall promptly furnish, at OCFA's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents OCFA requires to verify coverage.

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

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

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

6.8 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage,

limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Firm may be held responsible for losses of any type or amount.

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

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

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

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

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

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

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

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

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

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

6.12 Indemnification.

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 a person or persons, for damage to property, including property owned by OCFA, and for errors and omissions committed by Firm, its officers, employees and agents, arising out of or related to the Firm's negligent 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 Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

7.2 Records.

Firm shall keep such books and records as shall be necessary to properly perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Except as provided in Section 7.5, the

Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records.

7.3 Ownership of Documents.

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

7.4 Release of Documents.

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

7.5 Confidential Materials.

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

8. ENFORCEMENT OF AGREEMENT

8.1 California Law.

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

8.2 Waiver.

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

8.3 Rights and Remedies are Cumulative.

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

8.4 Legal Action.

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

8.5 Termination Prior to Expiration of Term.

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

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

8.6 Termination for Default of Firm.

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

OCFA may withhold any payments to the Firm for the purpose of set-off or partial payment of the amounts owed to OCFA.

8.7 Attorneys' Fees.

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

9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

9.1 Non-Liability of OCFA Officers and Employees.

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

9.2 Covenant Against Discrimination.

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

10. MISCELLANEOUS PROVISIONS

10.1 Confidentiality.

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

10.2 Notice.

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

Orange County Fire Authority

WITH COPY TO:

Attention: Brigitte Gibb
1 Fire Authority Road
Irvine, CA 92602

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

To Firm:

Liebert Cassidy Whitmore
Attention: Peter Brown
6033 West Century Boulevard, 5th Floor
Los Angeles, CA 90045

10.2 Integrated Agreement.

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

10.3 Amendment.

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

10.4 Severability.

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

10.5 Corporate Authority.

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

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

[Signatures on Following Page]

"OCFA"

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____

Debbie Casper, C.P.M., CPPB,
Purchasing Manager

APPROVED AS TO FORM.

ATTEST:

By: _____

DAVID E. KENDIG
GENERAL COUNSEL

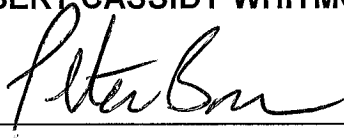
Sherry A.F. Wentz
Clerk of the Board

Date: _____

"FIRM"

LIEBERT CASSIDY WHITMORE

Date: April 12, 2017

By: 

Peter Brown
Partner

EXHIBIT A

OPTION 1

NEGOTIATION RATE OFFER LETTER

April 11, 2017

VIA EMAIL

LoriZeller@ocfa.org

Ms. Lori Zeller
Assistant Chief, Business Services
Orange County Fire Authority
1 Fire Authority Road
Irvine, CA 92602

Re: *Liebert Cassidy Whitmore Negotiation Rate Offer Option 1*

Dear Ms. Zeller:

Thank you for asking Liebert Cassidy Whitmore to provide a rate proposal to continue to provide labor negotiation services to the Authority. We appreciate our relationship with the Authority and offer the follow rates to negotiate on behalf of the Authority with its labor groups.

Rate and Service Structure

The firm bills in increments of one tenth of an hour. Invoices are payable upon receipt and due within 30 days. Our rates reflect the nature of our public sector work and take into consideration the inherent budgetary limitations of our public sector clients. Our firm evaluates our rates on an annual basis and occasionally makes modest rate increases. We understand the need to manage the cost of legal services and frequently work with clients to create budgets and cost strategies that suit them. We have a proven track record of fairly accurately estimating costs, given the many variables inherent in each matter.

Because our practice is statewide, we share briefs, motions, points and authorities, research memos and opinion letters so that we do not research nuances in the law and issues that other members of the firm have recently worked on.

Pricing offered on a time-and-materials basis would be based on the standard hourly rates listed below:

Partner name\$350

Senior Counsel\$305

Ms. Lori Zeller

Re: *Liebert Cassidy Whitmore Negotiation Rate Offer*

April 11, 2017

Page 2

Associate name\$200 - \$285

My rate is \$350 per hour.

We agree to honor these rates for the entire three year term of the agreement.

Expenses

Unlike many firms, we do not bill for secretarial time or telephone charges. Facsimile transmissions are billed at the rate of \$.25 per page for outgoing faxes only. Documents are sent electronically unless specifically requested otherwise, or when electronic transmission is not an option. Copying is charged at fifteen cents (\$.15) per page. Additional prints, postage and special deliveries (i.e. Fed-Ex, UPS, DHL, messenger service), and other hired deliveries completed at the request of the client or necessary to comply with court or other deadlines will also be billed to the client.

Our firm bills for travel time at the attorney's hourly rate - for the time it takes to travel from the office to our client and back, or the time it takes from the attorney's residence to our client and back, whichever is less. Importantly, we do not double bill for our travel time; our travel billing is prorated by the time we spend on billable work for the agency or other clients, like phone calls and dictation.

If we can provide additional information, please do not hesitate to contact me.

Very truly yours,

LIEBERT CASSIDY WHITMORE

A handwritten signature in black ink, appearing to read "Peter Brown", with a stylized flourish at the end.

Peter J. Brown

PJB:csW

**ORANGE COUNTY FIRE AUTHORITY
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 27th day of April, 2017, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Liebert Cassidy Whitmore, hereinafter referred to as "Firm".

RECITALS

WHEREAS, OCFA requires the services of a firm to provide labor negotiation services, hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted to OCFA a proposal dated April 11, 2017, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by this reference; and

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

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

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

AGREEMENT

1. PROFESSIONAL SERVICES

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Firm shall provide those services specified in the "Proposal" attached hereto as Exhibit "A." Firm warrants that all services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Firm represents and warrants that it and all employees, subconsultants and subcontractors providing any services pursuant to this Agreement shall have a sufficient skill and experience to perform the Project services. All Project services shall be completed to the reasonable satisfaction of the OCFA. In the event of any inconsistency between the terms contained in Exhibit "A" and the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern.

1.2 Compliance with Law.

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

1.3 Licenses and Permits.

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

1.4 Familiarity with Work.

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

1.5 Care of Work.

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

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 \$100,000, except as otherwise approved in writing. Compensation shall be at an hourly rate of \$425 per hour for Peter Brown (Partner), hourly rate of \$405 per hour for Senior Counsel and between \$300 and \$385 per hour for support work performed by associates, as described in Exhibit "A".

3.1.1 Travel Time and Expenses. Per Exhibit "A" (Rate Offer Option 2), OCFA will not compensate Firm for travel time nor reimburse Firm for travel expenses.

3.2 Method of Payment.

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

3.3 Changes.

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

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

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

3.4 Appropriations.

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

4. PERFORMANCE SCHEDULE

4.1 Time of Essence.

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

4.2 Schedule of Performance.

All services rendered pursuant to this Agreement are anticipated to be performed within the period of July 1, 2017 through June 30, 2020. The extension of any time period must be approved in writing by the Contract Officer.

4.3 Force Majeure.

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

4.4 Term.

Unless earlier terminated in accordance with Section 8.5 of this Agreement, this Agreement shall continue in full force and effect until satisfactory completion of the services but not exceeding three years, 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: Peter Brown, Partner.

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

5.2 Contract Officer.

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

5.3 Prohibition Against Subcontracting or Assignment.

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

5.3.2 Provisions in the Event Subcontractor(s) Are Authorized. If Firm is authorized to subcontract any part of the Project services as provided in Section 5.3.1, Firm shall be responsible to OCFA for the acts and omissions of its subcontractor(s) and subconsultant(s) in the same manner as it is for persons directly employed. For purposes of this Agreement, all persons engaged in the performance of Project services will be considered employees of Firm. OCFA will deal directly with and will make all payments to Firm. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and OCFA. Firm shall ensure that all subcontractor insurance requirements set forth in Section 5 below (including its subsections) are complied with prior to commencement of services by each subcontractor.

5.3.2.1 Withholding Payment for Non-Authorized Subcontractors. OCFA shall have the right to withhold payment from Firm for services performed by any subcontractor or subconsultant performing Project services but not authorized in writing by OCFA, or regarding which the insurance or other requirements under this Agreement have not been satisfied.

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

5.4 Independent Contractor.

Neither OCFA nor any of its employees shall have any control over the manner, mode or means by which Firm, its agents or employees, perform the services required herein, except as otherwise set forth herein. Firm shall perform all services required herein as an independent Firm of OCFA and shall remain at all times as to OCFA a wholly independent contractor with only such obligations as are consistent with that role. Firm shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of OCFA.

6. INSURANCE AND INDEMNIFICATION

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

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

6.2.1 Professional Liability/Errors and Omissions Insurance ("PLI"). Firm shall obtain and maintain PLI insurance applicable to each licensed profession practiced by Firm in the amount of \$1,000,000 each occurrence and \$2,000,000 aggregate. Firm shall maintain PLI insurance with per-claim and aggregate limits no lower than the minimum PLI limits designated. Covered professional services shall specifically include all Project services to be performed under the Agreement and the policy shall be endorsed to delete any exclusions that may exclude coverage for claims within the Minimum PLI Limits for the Project services to be performed under this Agreement.

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

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

6.2.1.3 If the PLI policy is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Project services provided for in this Agreement, whichever is later.

In the event of termination of the PLI policy during this period, new coverage shall immediately be obtained, and written evidence of the policy shall be immediately provided to OCFA, to ensure PLI coverage during the entire course of performing the Project services.

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

6.2.2 Commercial General Liability Insurance ("CGL"). Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of CGL insurance in the amount of \$1,000,000 combined single limit for bodily injury, personal injury and property damage and \$2,000,000 aggregate. CGL insurance shall be provided on an occurrence-based coverage form; a "claims made" CGL policy is not acceptable. Firm shall maintain CGL insurance with per-claim, aggregate and products and operations completed limits no lower than the minimum CGL coverage limits set forth above. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for any of the following: (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) any other exclusion contrary to this Agreement.

6.2.3 Automobile Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability insurance in the amount of \$1,000,000 each accident and \$1,000,000 uninsured motorist. Auto liability insurance shall be provided on an occurrence-based coverage form; a "claims made" auto liability policy is not acceptable. Firm shall maintain Auto liability insurance with per-claim and aggregate limits for bodily injury and property damage no lower than the minimum Auto Liability coverage limits set forth above. Defense costs shall be paid in addition to the policy limits. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles, and be endorsed to eliminate any exclusion applicable to any of them.

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

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

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

6.3 Acceptability of Insurers. Each insurance policy required by this section shall be issued by a licensed company authorized to transact business by the Department of Insurance for the State of California with a current rating of A:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Line Insurers (LASLI)), by the latest edition of A.M. Best's Key Rating Guide, except that the OCFA will accept workers' compensation insurance from the State Compensation Fund. In the event the OCFA determines that the Project services to be performed under this Agreement creates an increased or decreased risk of loss to the OCFA, the Firm agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the OCFA.

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

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

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

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

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

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

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

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

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

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

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

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

waiving any rights of subrogation against the OCFA, its officials, officers, employees, agents and volunteers insurer. All such waivers and endorsements shall be obtained prior to commencement of any Project services by each subconsultant or subcontractor.

6.7 Evidence of Coverage. Concurrently with the execution of the Agreement, Firm shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required to be maintained by Firm by this Section 6. Firm shall promptly furnish, at OCFA's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents OCFA requires to verify coverage.

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

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

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

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

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

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

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

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

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

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

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

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

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

6.11.6 Firm agrees to provide immediate written notice to OCFA of any claim, demand or loss arising out of the Project services performed under this

Agreement and for any other claim, demand or loss which may reduce the insurance available to an amount less than required by this Agreement.

6.12 Indemnification.

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 a person or persons, for damage to property, including property owned by OCFA, and for errors and omissions committed by Firm, its officers, employees and agents, arising out of or related to the Firm's negligent 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 Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

7.2 Records.

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

7.3 Ownership of Documents.

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

7.4 Release of Documents.

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

7.5 Confidential Materials.

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

8. ENFORCEMENT OF AGREEMENT

8.1 California Law.

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

8.2 Waiver.

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

8.3 Rights and Remedies are Cumulative.

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

8.4 Legal Action.

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

8.5 Termination Prior to Expiration of Term.

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

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

8.6 Termination for Default of Firm.

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

8.7 Attorneys' Fees.

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

9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

9.1 Non-Liability of OCFA Officers and Employees.

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

9.2 Covenant Against Discrimination.

Firm covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry. Firm shall take affirmative action to insure that applicants

and employees are treated without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

10.1 Confidentiality.

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

10.2 Notice.

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

Orange County Fire Authority
Attention: Brigitte Gibb
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:

Liebert Cassidy Whitmore
Attention: Peter Brown
6033 West Century Boulevard, 5th Floor
Los Angeles, CA 90045

10.2 Integrated Agreement.

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

10.3 Amendment.

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

10.4 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or

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

10.5 Corporate Authority.

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

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

[Signatures on Following Page]

"OCFA"

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____

Debbie Casper, C.P.M., CPPB,
Purchasing Manager

APPROVED AS TO FORM.

ATTEST:

By: _____

DAVID E. KENDIG
GENERAL COUNSEL

Sherry A.F. Wentz
Clerk of the Board

Date: _____

"FIRM"

LIEBERT CASSIDY WHITMORE

Date: April 12, 2017

By: 

Peter Brown
Partner

EXHIBIT A

**OPTION 2
NEGOTIATION RATE OFFER LETTER**

April 11, 2017

VIA EMAIL
LoriZeller@ocfa.org

Ms. Lori Zeller
Assistant Chief, Business Services
Orange County Fire Authority
1 Fire Authority Road
Irvine, CA 92602

Re: *Liebert Cassidy Whitmore Negotiation Rate Offer Option 2*

Dear Ms. Zeller:

Thank you for asking Liebert Cassidy Whitmore to provide a rate proposal to continue to provide labor negotiation services to the Authority. We appreciate our relationship with the Authority and offer the follow rates to negotiate on behalf of the Authority with its labor groups.

Rate and Service Structure

The firm bills in increments of one tenth of an hour. Invoices are payable upon receipt and due within 30 days. Our rates reflect the nature of our public sector work and take into consideration the inherent budgetary limitations of our public sector clients. Our firm evaluates our rates on an annual basis and occasionally makes modest rate increases. We understand the need to manage the cost of legal services and frequently work with clients to create budgets and cost strategies that suit them. We have a proven track record of fairly accurately estimating costs, given the many variables inherent in each matter.

Because our practice is statewide, we share briefs, motions, points and authorities, research memos and opinion letters so that we do not research nuances in the law and issues that other members of the firm have recently worked on.

Pricing offered on a time-and-materials basis would be based on the standard hourly rates listed below:

Partner name\$425

Senior Counsel\$405

Ms. Lori Zeller

Re: *Liebert Cassidy Whitmore Negotiation Rate Offer*

April 11, 2017

Page 2

Associate name\$300 - \$385

My rate is \$425 per hour.

We agree to honor these rates for the entire three year term of the agreement.

Expenses

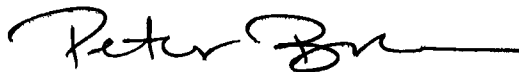
Unlike many firms, we do not bill for secretarial time or telephone charges. Facsimile transmissions are billed at the rate of \$.25 per page for outgoing faxes only. Documents are sent electronically unless specifically requested otherwise, or when electronic transmission is not an option. Copying is charged at fifteen cents (\$.15) per page. Additional prints, postage and special deliveries (i.e. Fed-Ex, UPS, DHL, messenger service), and other hired deliveries completed at the request of the client or necessary to comply with court or other deadlines will also be billed to the client.

We will not bill for travel time.

If we can provide additional information, please do not hesitate to contact me.

Very truly yours,

LIEBERT CASSIDY WHITMORE

A handwritten signature in black ink, appearing to read "Peter Brown", with a stylized flourish at the end.

Peter J. Brown

PJB:csw



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
April 27, 2017

Agenda Item No. 3C
Consent Calendar

Sole Source Contract Increase – Structure Gloves

Contact(s) for Further Information

Lori Zeller, Assistant Chief
Business Services Department

lorizeller@ocfa.org

714.573.6020

Debbie Casper, Purchasing Manager

debbiecasper@ocfa.org

714.573.6641

Summary

This agenda item is submitted for approval to increase funding of the previously approved sole source contract with AllStar Fire Equipment, Inc. (AllStar) for structural firefighting gloves. This increase will allow for the purchase of a second set of gloves for each firefighter as part of OCFA's commitment to firefighter safety and reducing the cancer risk associated with contaminant exposure.

Prior Board/Committee Action

At the March 24, 2016, Executive Committee meeting, the Committee approved issuing a one-year sole source contract to AllStar with one optional one-year renewal and funding not to exceed \$60,000 annually.

At the October 27, 2016, Board of Directors meeting, the Board approved the release of excess General Fund reserves in the amount of \$2,300,000 to fund the one-time outfitting of a second set of Personal Protective Equipment (PPE) for every firefighter.

RECOMMENDED ACTION(S)

Authorize the Purchasing Manager to increase the sole source contract with AllStar Fire Equipment, Inc. by \$80,000 (from \$60,000 to \$140,000) for the current contract ending March 31, 2018.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding is available in the FY 2016/2017 General Fund budget.

Background

Sole Source Justification

AllStar is the sole provider of the Lion Commander Ace Protective Glove, as verified in a letter from the manufacturer. The Lion Commander Ace is OCFA's current standard glove for structural firefighting, an integral part of the firefighter turnout clothing system.

Lion Commander Ace

In 2015, after several failures of the previous standard-issue structural firefighting glove, OCFA issued Request for Information (RFI) JA2059. Samples of structural firefighting gloves for the purpose of evaluating and wear-testing the products were requested. Vendors submitted twelve types of gloves from seven manufacturers and these were evaluated by six instructors from Academy 41.

As a result of the evaluation process, the Lion Commander Ace glove was determined through a field trial to be the superior glove. Additionally, the evaluators found that while the old glove standard was replaced approximately 1.5 times per recruit throughout Academy 41, the Commander Ace needed replacement much less frequently. This has proven to be the case for Academies 42 and 43; some recruits haven't needed to replace their gloves at all. The average replacement rate for these academies was less than one (.88) pair per recruit.

The Commander Ace has proven to be a better value as it is more durable and much safer than OCFA's previous structural firefighting glove. The intent was to issue a bid after the top gloves were identified, however since the Lion Commander Ace glove was only available through AllStar, the solicitation was not issued and purchasing staff negotiated directly with AllStar for a better price. AllStar initially offered the Commander Ace for \$84 per pair. As the result of negotiations, they agreed to lower the price to \$72 per pair and agreed not to exceed a 5% increase for the current renewal. Although AllStar passed along the 4% increase given to them by Lion, the current price, \$74.85, is still \$9.15 lower than its initial offer.

Firefighter Safety – Contaminant Exposure

OCFA is committed to firefighter safety as it relates to reducing the cancer risk associated with contaminant exposure. In October 2016, the Board of Directors approved the release of excess General Fund reserves for the purpose of providing suppression personnel with a second set of turnout clothing. Outfitting each firefighter with a second set of gloves, in conjunction with the turnout ensemble, will enable personnel to clean their PPE more frequently, which will reduce the risk of contaminant exposure.

Conclusion

Staff is recommending approval of an increase of \$80,000 to the sole source contract with AllStar for the remainder of the contract term (through March 31, 2018).

Attachment(s)

Sole Source Request Form

OCFA Sole Source Request Form

The Purchasing Ordinance of the Orange County Fire Authority requires competitive bids and proposals for service and commodity contracts. A sole source is defined as a product or service that is available from only one known supplier as a result of unique performance capabilities, manufacturing processes, compatibility requirements or market conditions. The using department requesting a sole source shall provide written clear and convincing evidence to support a sole source determination. Clear and convincing evidence is to be submitted that only one source exists to fulfill the requirements. This form is to be submitted with the purchase requisition to Purchasing with any sole source 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 sole source forms must be submitted to the purchasing manager and approval.
4. Executive Committee approval is required for all sole source contracts that exceed \$50,000 (life of the contract) for both services and commodities.
5. This approved sole source justification form will be included in the contract file.

SECTION II – REQUEST INFORMATION

Department/Section: Service Center	Requested By: Russ Snider	Date: 4/12/17
Recommended Vendor: Allstar Fire Equipment	Vendor Contact: John Sprengelmeyer	Vendor's E-mail Address: johns@allstarfire.com
Vendor Address: 12328 Lower Azusa Road, Arcadia, CA 91006		Vendor's Telephone #: (626) 652-0900
Type of Contract: <input type="checkbox"/> One-time <input type="checkbox"/> Multi-Year <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input checked="" type="checkbox"/> Increase	Contract Term (Dates): 04/1/17 - 3/31/18	Contract Amount: \$140,000
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.*

Lion Commander Ace structural firefighting glove, issued and used in conjunction with firefighter turnout clothing.

2. Please state why the recommended vendor is the only one capable of providing the required services and/or commodities. Provide a summary of findings (research and analysis) including any supporting documentation which validates your recommendation (e.g., attach a manufacturer's letter verifying patented design and direct sale with no distributors) and demonstrates the sole source nature of this request. *Attach additional sheet if necessary.*

The Lion Commander Ace glove was one of several evaluated as part of Request for Information JA2059. The

evaluation panel, consisting of six Firefighter Academy instructors, determined that this glove best met OCFA's needs. AllStar Fire Equipment, Inc. is the only California distributor authorized to sell this product,

SECTION III – JUSTIFICATION (continued)

as verified by a letter from the manufacturer, attached.

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

AllStar initially offered the Commander Ace for \$84 per pair. As the result of negotiations, they agreed to lower the price to \$72 per pair and agreed not to exceed a 5% increase for the current renewal. Although AllStar passed along the 4% increase given to them by Lion, the current price, \$74.85, is still \$9.15 lower than their initial offer, attached.

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.)

The initial approval of this sole source contract did obligate OCFA to continue purchasing the Lion Commander as the new standard for structural fire fighting gloves. The requested increase is part of the issuance of a second set of turnout clothing ensembles to all suppression personnel.

Sole Source Request Submitted by:

REQUESTORS NAME	SIGNATURE	DATE
Russ Snider, Service Center Supervisor	<i>R. Snider</i>	4/19/17
DIVISION CHIEF/SECTION MANAGER NAME	SIGNATURE	DATE
Debbie Casper, Purchasing Manager	<i>Debbie Casper</i>	4/19/17
ASSISTANT CHIEF NAME	SIGNATURE	DATE
Lori Zeller, Asst. Chief Business Svs.	<i>Lori Zeller</i>	4/19/17

Purchasing Manager's Comments:

PURCHASING MANAGER'S APPROVAL	DATE
<i>Debbie Casper</i>	4/19/17
ASSISTANT CHIEF BUSINESS SERVICES CONCURRENCE	DATE
<i>Lori Zeller</i>	4/19/17

Executive Committee Approval Required ☒ Yes ☐ No Sole Source over \$50,000

Executive Committee Approved: ☐ Yes ☐ No Date approved _____



January 1st, 2016

To: Orange County Fire Authority / James Aguila

Re: LION Authorized and Approved Commander Ace Distributor

Allstar Fire Equipment Inc. and LION have experienced a decades' long partnership in proudly supplying the California fire service with the highest quality personal protective equipment. LION is grateful for the high energy and enthusiasm exhibited by the staff at Allstar Fire Equipment. Their dedication to the highest standards of service and integrity has developed into their position as the sole source for LION's Protective Gloves for the state of California. Allstar offers several gloves certified to NFPA 1971 for structural firefighting, to include the Commander Ace currently being evaluated by Orange County Fire Authority.

Thank you for your consideration in choosing Allstar Fire Equipment and LION for your personal protection requirements.

Best regards,

Michelle Trout
Regional Sales Manager



March 24th, 2017

Allstar Fire Equipment
Joe Sposato
12328 Lower Azusa Rd
Arcadia, CA 91006

Re: Renewal of Contract #B01663
Structural Firefighting Gloves
LION Commander Ace LPG928BK

Dear Mr. Sposato,

We deeply value the business LION receives from being awarded the Orange County Fire Authority glove contract. We understand the contract renewal has been received at Allstar Fire. LION just announced a 4% increase in our glove prices starting April 1st, 2017. This increase was due to an increase in the price of raw materials and labor costs associated with manufacturing the gloves in Berlin, Wisconsin.

LION will be able to hold this glove price for OCFA through the end of April 2018. Please let me know if there is anything else I can do to assist you in this matter. Thank you for your continued support.

Sincerely,

Michelle Trout
Regional Sales Manager
LION

cc: Mr. Joe Sposato, Allstar Fire
Ms. Jill Hopper, Allstar Fire
Mr. John Sprengelmeyer, Allstar Fire
Mrs. Christine Mays, Lion



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
April 27, 2017

Agenda Item No. 3D
Consent Calendar

Approval of Donation of a 1964 Firecoach Hose Tender

Contact(s) for Further Information

Dave Anderson, Assistant Chief
Support Services Department

daveanderson@ocfa.org

714.573.6006

Rick Oborny, Fleet Services Manager

rickoborny@ocfa.org

714.573.6651

Summary

This item is submitted to the Executive Committee for approval for the donation of one 1964 Crown Firecoach Hose Tender unit #5117 to the California Fire Museum and Safety Learning Center.

Prior Board/Committee Action(s)

Not Applicable.

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to donate one 1964 Crown Firecoach Hose Tender to the California Fire Museum and Safety Learning Center.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Possible loss of up to \$7,000 in revenue, if sold to a third party.

Background

In 1964, the California Department of Forestry – Orange Unit purchased the Crown Firecoach Fire Engine now known as Hose Tender 27. The fire engine had a pump, water tank, and was a front line responding apparatus until newer engines were purchased in 1980, when the engine was placed in reserve status.

The fire engine was converted by the Orange County Fire Department into a Hose Tender in the mid 1990's. The Hose Tender was unique at the time as it brought large diameter fire hose to incidents that had poor or difficult water supply issues.

Today almost all of the Orange County Fire Authority front line apparatus carry large diameter hose as a standard, therefore the Hose Tender is no longer needed. Also, most of the hose originally purchased for the Hose Tender has failed and broken because of age and wear. With the lack of need and hose for the Hose Tender, it was decommissioned in 2016.



1964 Firecoach Hose Tender

The hose bed was modified to carry passengers for public events. The apparatus has been used once in the last year for the OCFA open house. There is a special license required to drive it, and each year, the OCFA must purchase a special insurance rider just for the open house event.

The California Fire Museum and Safety Learning Center (CFM-SLC) has reached out with interest in this apparatus for two purposes. First, the apparatus will assist with safety training and education for the public that interacts with the Museum. Second, because of the historical significance the Hose

Tender will be an important example of the history of the fire service in Orange County, and the State of California.

It is recommended that the OCFA donate the apparatus to the CFM-SLC. The CFM-SLC will allow the OCFA continued use of this apparatus for the purposes of providing rides during the OCFA Open House once each year, for the next 5 years. In addition, the CFM will allow the OCFA use of a second CFM-SLC apparatus for rides at the open house for the next 5 years. OCFA may also request that this vehicle be used should OCFA desire to use the vehicle for special events within OCFA or one of the Cities it protects. Approval of this Donation Agreement would keep this apparatus located within the Orange County area and allow the general public to immerse themselves in fire prevention and firefighting exhibits at the CFM-SLC.

The proposed agreement is mutually beneficial because the Orange County Fire Authority and the California Fire Museum and Safety Learning Center will benefit from the safety training and education that our Orange County visitors will gain when they visit the museum.

Attachment(s)

1. Donation request letter
2. Agreement to Convey



California *Fire* Museum

Safety Learning Center

March 21, 2017

Chief Jeff Hoey and Rick Oborny,

I am the current President of the California Fire Museum and Safety Learning Center (CFM-SLC), which is also known as Orange County Fire Historical Society. We merged these two organizations back in 2003, and are now a 501c3 Charitable Non-Profit Organization.

We at CFM-SLC understand that OCFA has now decommissioned their former Crown Firecoach Hose Tender, which for the last year has been used as a Parade Engine, and are now considering decommissioning the vehicle totally. We at CFM-SLC are highly interested to have OCFA donate this vehicle to the CFM-SLC.

Should OCFA donate this vehicle to CFM-SLC, this very unusual vehicle would be used to assist in our mission to educate the general public through training programs, demonstrations, displays and exhibits about the many life safety hazards they encounter every day of their lives, yet few, if any agencies are providing education to the public in prevention of injury or death from these hazards.

We would also use this vehicle along with other historical artifacts to bring to life the rich heritage and history of firefighting service and technology for the general public in Orange County and California.

Based on the forgoing, we believe it is beneficial and appropriate that the OCFA support and facilitate the public safety training efforts of the CFM-SLC, and donate the Host Tender vehicle to CFM-SLC.

Respectfully,

Don Forsyth,
President

**AGREEMENT TO CONVEY A SURPLUS VEHICLE
TO THE CALIFORNIA FIRE MUSEUM & SAFETY LEARNING CENTER**

This Agreement to Convey a Surplus Vehicle ("Agreement") is entered into between Orange County Fire Authority ("OCFA") and California Fire Museum & Safety Learning Center ("CFM") with reference to the following:

RECITALS

A. The CFM is an organization committed to train and educate the public about fire safety and the history of the California fire service. The OCFA and the CFM enjoy a mutually beneficial relationship as the OCFA and the CFM are committed to quality training and education in the community and the CFM is in search of historical fire apparatus. The CFM has contacted the OCFA to seek assistance in identifying historical fire apparatus that will help train and educate the public. The OCFA has an apparatus available for donation. It is beneficial and appropriate that the OCFA support and facilitate the public training and education efforts of the CFM for the following reason; the citizens served by the OCFA will gain safety training and education by visiting the CFM or attending events where the CFM is present conducting fire safety and education.

B. This Agreement advances the educational and other public purposes of the OCFA by enabling OCFA to utilize the apparatus for five (5) future RFOTC Open House Events, while eliminating the need for OCFA to insure the apparatus for those events.

C. The Executive Committee of the OCFA Board of Directors has determined that this Agreement fulfills a humanitarian purpose, is in the best interest of the OCFA and that the OCFA is receiving adequate compensation for such equipment.

Now therefore, the OCFA and the CFM, in consideration of the above promises, and the covenants and representations set forth below, hereby agree as follows:

AGREEMENT

1. The OCFA shall convey to the CFM one 1964 Crown Firecoach Hose Tender (Unit #5117) ("Vehicle"). Conveyance of said Vehicle shall be deemed to have taken place when the CFM takes delivery, thereof. Said Vehicle is not warranted by the OCFA to be fit for any purpose and the CFM accepts said Vehicle "as is."

2. Said Vehicle shall be inspected by a CFM representative and delivered to the CFM representative at a time and place agreed upon by the parties prior to delivery. All OCFA markings and insignia shall be removed from said vehicle prior to delivery.

3. Upon delivery of the Vehicle, the OCFA shall not be liable or in any other way responsible for any defects or failure of the Vehicle to perform its intended purpose. Nor shall the OCFA be liable or in any other way responsible for any loss, damage, or injury to third parties arising from or caused by defects in the vehicle, or in any part thereof.

4. The CFM shall make all necessary arrangements for the transportation of said Vehicle to its facilities. Said arrangements shall include the prior procurement of all necessary insurance, licenses and permits required in connection with its removal from the OCFA property.

5. Upon execution of this Agreement, the CFM shall pay OCFA the sum of ONE dollar (\$1.00) for the Vehicle.

6. The CFM represents that the Vehicle will only be used to entertain and educate the general public in fire technology, fire suppression, and show the historical value of said vehicle.

7. The CFM agrees to allow the OCFA continued use of the Vehicle, upon request for the annual Open House Event at RFOTC facility for a period of up to 5 years. This includes a CFM driver and vehicle insurance as required by OCFA Risk Management.

8. The CFM agrees to allow the OCFA use of an additional CFM fire apparatus, upon request for the annual Open House Event at RFOTC facility for a period of up to 5 years. This includes a CFM driver and vehicle insurance as required by OCFA Risk Management.

9. The CFM shall defend, indemnify and hold harmless OCFA, its officers, directors, agents, employees and attorneys from and against all claims, suits, and damages assigned by CFM and/or any third party arising out of or in any way related to the ownership, conveyance or use of said vehicle.

10. There shall be two original signed texts of this Agreement, one of which is to be retained by each party.

11. This Agreement shall be interpreted in accordance with the laws of the State of California.

12. By his/her signature below, Donald Forsyth represents that CFM is a legal entity authorized to make and enter into contracts and that he/she is authorized to bind CFM.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date last approved by the CFM or the OCFA.

**ORANGE COUNTY FIRE
AUTHORITY,**
a California Joint Powers Authority

Date: _____ By: _____
Jeff Bowman
Fire Chief

APPROVED AS TO FORM:

David Kendig
General Counsel

By: _____ Date: _____

**CALIFORNIA FIRE MUSUEM -
SAFETY
LEARNING CENTER**

Date: April 14, 2017 By: Donald M. Forsyth
Donald Forsyth
President



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
April 27, 2017

Agenda Item No. 3E
Consent Calendar

**Sole Source Blanket Order Renewal
Banner Human Resources/Financial System Software**

Contact(s) for Further Information

Dave Anderson, Assistant Chief
Support Services Department

daveanderson@ocfa.org

714.573.6006

Joel Brodowski, IT Manager

joelbrodowski@ocfa.org

714.573.6421

Summary

This agenda item is submitted for approval to renew and increase funding of a sole source contract with Xerox Government Systems, LLC for OCFA Human Resources/Financial system software licensing and maintenance for a three-year term.

Prior Board/Committee Action

The original purchase of this system was approved by the Executive Committee in 1996 with subsequent amendments for ongoing licensing and maintenance being processed with management approval.

On April 16, 2015, the Executive Committee approved renewing the sole source Xerox Government Systems, LLC annual contract and extending the term for two years through April 30, 2017.

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to renew and increase the contract amount to Xerox Government Systems, LLC for annual software license and maintenance fees for the Banner Human Resources/Financial software system for a not-to-exceed amount of \$303,727.92 over the three-year term (\$101,242.64 annually).

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding is included in the approved FY 2016/17 budget.

Background

Xerox Government Systems, LLC provides the licenses for the Banner system. The Banner system is central to the integrated business systems utilized by the OCFA for managing human resources, payroll, and financial processes including employee benefits management, position control, employee self-service, payroll processing, purchasing, accounts payable/receivable, and general accounting functions.

By agreeing to a three-year software license and maintenance agreement, Xerox Government Systems, LLC agrees to eliminate the 5% annual cost escalator for years two and three of the agreement resulting in total three-year savings of \$15,439.58 for the OCFA.

Staff is requesting approval to extend the current blanket order contract for three additional years at an annual amount not to exceed \$101,242.64 per Amendment 7 (Attachment 1) for the effective dates of May 1, 2017, to April 30, 2020. OCFA Legal Counsel has reviewed the document and approved it substantially in the form attached.

Attachment(s)

1. Amendment 7 to Product TCP Support & Enhancement Agreement
2. Sole Source Justification Form

Amendment to

PRODUCT TCP SUPPORT & ENHANCEMENT AGREEMENT

XEROX GOVERNMENT SYSTEMS, LLC.
130 Division Street
Waite Park, MN 56387
("Conduent")

and

Orange County Fire Authority
1 Fire Authority Road. Service Center
Irvine, CA 92602
("Licensee")

Original Technical Currency Agreement dated May, 1996 (the "TCP Agreement").

This Amendment No. 7 (the "TCP Amendment").

Effective Date of this TCP Amendment: May 1, 2017 (the "Amendment Date").

LICENSEE AND CONDUENT, intending to be legally bound, agrees as follows:

1. Defined Terms. Unless specifically defined herein, all terms defined in the TCP Agreement shall have the same meaning when used in this TCP Amendment.
2. Amendment to and Modification of TCP Agreement. Conduent agrees to provide Improvements with respect to the additional Component Systems identified in Exhibit 1, attached to this TCP Amendment (the "TCP Exhibit") on the same terms and conditions as the TCP Agreement for the period and for the fee specified in the TCP Exhibit. The term of the TCP Agreement is deemed to be extended as provided for in the TCP Exhibit for purposes of this TCP Amendment. Any amounts indicated on the TCP Exhibit are in addition to all other amounts payable under the TCP Agreement.
3. Integration Provision. Except as expressly modified by this Amendment, the Agreement shall remain in full force and effect. As of the Amendment Date, the Agreement, as further amended by this Amendment constitutes the entire understanding of the parties as regards the subject matter hereof and cannot be modified except by written agreement of the parties.

IN WITNESS WHEREOF, the parties have set their respective hands and seals below.

Orange County Fire Authority, CA

Xerox Government Systems, LLC

By: _____

By:  _____

Name: _____

Name: Louis Schiavone Jr.

Title: _____

Title: Vice-President

Date: _____

Date: 4/13/2017

EXHIBIT 1

Licensee: Orange County Fire Authority

PARTIAL YEAR PAYMENT/DUE DATE: N/A

Indicate "N/A if not applicable)

Arrears Quarterly Payments: July, October, January, April (\$25,310.66)

FIRST ANNUAL CONTRACT YEAR PAYMENT DATE: N/A

5% increase then 0% increase for two years, for a three year commitment

Baseline Component System	Contract Year Begins/Ends	List Price Payment Amount	Discounted Payment Amount
Banner Finance	May, 2017 – April, 2018	\$44,068.54	\$44,068.54
Banner Human Resources	May, 2017 – April, 2018	27,161.16	27,161.16
Oracle Database	May, 2017 – April, 2018	20,460.72	20,460.72
Employee Self-Service	May, 2017 – April, 2018	9,552.22	9,552.22
Total		\$101,242.64	\$101,242.64
Banner Finance	May, 2018 – April, 2019	\$46,271.97	\$44,068.54
Banner Human Resources	May, 2018 – April, 2019	28,519.22	27,161.16
Oracle Database	May, 2018 – April, 2019	21,483.77	20,460.72
Employee Self-Service	May, 2018 – April, 2019	10,029.84	9,552.22
Total		\$106,304.80	\$101,242.64
Banner Finance	May, 2019 – April, 2020	\$48,585.57	\$44,068.54
Banner Human Resources	May, 2019 – April, 2020	29,945.19	27,161.16
Oracle Database	May, 2019 – April, 2020	22,557.96	20,460.72
Employee Self-Service	May, 2019 – April, 2020	10,531.34	9,552.22
Total		\$111,620.06	\$101,242.64

Additional Terms:

Upon the expiration of the full of term of this **Product Support and Enhancement Agreement, effectively **April, 2020** the improvement fees will be escalated by no more that 5% of the amount payable for improvements for the immediately preceding contract year unless client signs renewal agreement for another three year term.

The Licensee agrees to a quarterly payment plan (paid in arrears). Example: Conduent will invoice Licensee in July for May 1 through July 31 support, and similarly the last month of each quarter this agreement is in effect.

Should the Licensee cancel this TCP Amendment, for any reason, prior to the end of the three-year term (April 30, 2020), Licensee agrees to pay Conduent a penalty equal to the difference between the List Price Payment Amount and the Discounted Payment Amount, for each year prior and through the date of the cancellation.

OCFA Sole Source Request Form

The Purchasing Ordinance of the Orange County Fire Authority requires competitive bids and proposals for service and commodity contracts. A sole source is defined as a product or service that is available from only one known supplier as a result of unique performance capabilities, manufacturing processes, compatibility requirements or market conditions. The using department requesting a sole source shall provide written clear and convincing evidence to support a sole source determination, meaning that only one source exists to fulfill the requirements. This form is to be submitted with the purchase requisition to Purchasing with any sole source 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 sole source forms must be submitted to the Purchasing Manager for approval. Based on the new ordinance the Fire Chief is not required to approve the sole source form. The sole source request may be submitted to Assistant Chief of Business Services by the Purchasing Manager for concurrence as required.
4. All sole source contracts exceeding \$50,000 (life of contract) require Executive Committee approval. In this case, the sole source request form must be submitted to the Executive Committee as an attachment to the staff report.
5. The approved sole source justification form will be included in the contract file.

SECTION II - REQUEST INFORMATION

Department/Section: Support Services/Information Technology	Requested By: Todd Muilenburg	Date: April 19, 2017
Recommended Vendor: XEROX Government Systems LLC (Conduent)	Vendor Contact: Jay McDaniel	Vendor's E-mail Address: Jay.McDaniel@conduent.com
Vendor Address: 130 Division Street, Waite Park, MN 56387		Vendor's Telephone #: 225-937-8133
Type of Contract: <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Multi-Year <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Increase	Contract Term (Dates): May 1 2017 - April 30, 2020	Contract Amount: \$303,727.92
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.*

Amend the original Technical Currency Program (TCP) contract dated May, 1996 to renew and extend for three years the software licenses and annual maintenance fees for the OCFA to use the Baseline Component Systems of the BANNER Human Resources / Financial software including: BANNER FINANCE, BANNER HUMAN RESOURCES, ORACLE DATABASE, EMPLOYEE SELF-SERVICE. Effective dates May 1, 2017 - April 30, 2020.

2. Please state why the recommended vendor is the only one capable of providing the required services and/or commodities. Provide a summary of findings (research and analysis) including any supporting documentation which validates your recommendation (e.g., attach a manufacturer's letter verifying patented design and direct sale with no distributors) and demonstrates the sole source nature of this request. *Attach additional sheet if necessary.*

XEROX Government Systems LLC (Conduent) is the owner and sole proprietor of software licenses allowing organizations like the OCFA to use the BANNER Human Resources / Financial Systems software and licenses and therefore is the only organization that can sell and license the Baseline Component Systems of the BANNER software.

SECTION III – JUSTIFICATION (continued)

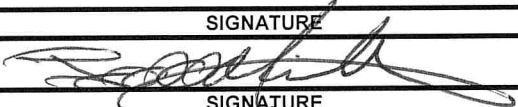

3. Pricing - What efforts were made to get the best pricing (e.g., did you simply request a quote, negotiate with the vendor, did the vendor provide a discount)? Please provide the quote with your sole source request.

XEROX GOVERNMENT SYSTEMS, LLC (CONDUENT) has agreed to eliminate the annual 5% cost escalation for the 2nd and 3rd year of software license and maintenance fees if OCFA agrees to sign a three year contract resulting in total savings of \$15,439.58.


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.)

Yes, for as long as the OCFA continues to use the BANNER software baseline components including: BANNER FINANCE, BANNER HUMAN RESOURCES, ORACLE DATABASE, and EMPLOYEE SELF-SERVICE, it will be necessary to purchase and renew software licenses and annual maintenance fees upon expiration of the current software license and maintenance agreement.

Sole Source Request Submitted by:

REQUESTORS NAME	SIGNATURE	DATE
Todd Muilenburg		19 April 2017
DIVISION CHIEF/SECTION MANAGER NAME	SIGNATURE	DATE
Joel Brodowski		19 April 2017
ASSISTANT CHIEF NAME	SIGNATURE	DATE
Dave Anderson		19 April 2017

Purchasing Manager's Comments:

PURCHASING MANAGER'S APPROVAL	DATE
	4/19/17
ASSISTANT CHIEF BUSINESS SERVICES CONCURRENCE	DATE
<input type="checkbox"/>	

Executive Committee Approval Required: ☒ Yes ☐ No Sole Source over \$50,000

Executive Committee Approved: ☐ Yes ☐ No Date approved _____



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
April 27, 2017

Agenda Item No. 3F
Consent Calendar

Blanket Order Contract Increases and Extensions – Property Management

Contact(s) for Further Information

Dave Anderson, Assistant Chief Support Services Department	daveanderson@ocfa.org	714.573.6006
Patrick Bauer, Property Manager	patrickbauer@ocfa.org	714.573.6471

Summary

This agenda item seeks approval to increase and/or extend current blanket orders for property management service contracts.

Prior Board/Committee Action

Not Applicable.

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to renew, extend and increase blanket order contracts as specified for as-needed emergency and routine facilities maintenance.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding is included in the approved FY 2016/17 budget.

Background

For each of the blanket order contracts included in the attachment, the contracts were awarded based on a competitive solicitation process; however, all of the contracts have exceeded the five year contract period and are in various stages of rebid processes.

A separate staff report is included on the agenda for contract award of plumbing services. Solicitations for electrical and roofing services have been issued and proposals are due on April 25 and 26 respectively. Staff is currently developing specifications for electrical, door, and fire alarm/sprinkler systems maintenance. The requested increases and extensions are necessary to continue routine and emergency facility maintenance services.

Property Management is responsible for the maintenance and repair of RFOTC (22 acres), 72 fire stations (including the air operations hangar), and the Urban Search & Rescue and Training Facility. The department utilizes contracted services for ongoing maintenance and repair at all the OCFA facilities to assist with the workload. Due to the number of locations and calls received, existing staffing levels are inadequate to manage all the requests received for maintenance and repairs including after-hours and emergency in-house requests.

Blanket order contracts (BOs) are competitively bid, and at a minimum, two firms are awarded a contract. The initial BO contract amounts are estimated based on historical data, as well as time and material costs. Having multiple contracts provides options for staff to share the workload according to availability and quality of service provided. It is difficult to predict the amount of services that will be required annually since many of the service calls are in response to emergency repairs and unforeseen problems.

Multiple factors have caused this situation. One includes receiving invoices after the work has been completed and the contract was expired even though the actual service occurred during the contract term. In Property Management, there are always unanticipated projects, emergency repair requests, and unexpected events including but not limited to: plumbing, gas, electrical, heating, ventilation and air conditioning failures, apparatus door failures, roof leaks and many other facility related repair requests. These situations require immediate attention making it difficult to dedicate the time needed to develop specifications for the new contracts.

Corrective Action Underway

A cross-functional team consisting of staff from property management, finance, purchasing, and information technology are working together to evaluate the current procedures and find ways to improve the current processes, from service requests, receipt and payment of invoices, tracking expenditures upon placement of orders, and document management. Further, we have engaged the services of a retired Purchasing Agent who will begin working with us on a part-time/temporary basis starting in May, to spend time with staff, perform an independent review, and assist in strengthening these internal procedures.

[Attachment\(s\)](#)

Blanket Order Contracts Summary – Property Management (Proposed Renewals & Adjustments)

**Orange County Fire Authority
Blanket Order Contracts – Property Management
Proposed Renewals and Adjustments**

	Vendor, Blanket Order, Contract Term	Commodity or Service	Original Value, Proposed Adjustment & Revised Value	% Change	Additional Comments
1	Orange Coast Plumbing B01640 11/01/15 – 01/31/17	Plumbing Maintenance & Repair (as needed)	\$50,000 <u>+ 15,000</u> \$65,000	30%	Staff is requesting authorization to increase and extend the current blanket order contract to cover current and anticipated repairs through the end of April 2017. The current contract has a balance of approximately \$4,345 remaining. Plumbing repairs and services are currently going through the RFP approval process.
2	C.I. Services B01656 11/03/14 – 01/31/16	Roofing Maintenance & Repair (as needed)	\$20,000 <u>+5,000</u> \$25,000	25%	Staff is requesting authorization to increase and extend the current blanket order contract to cover current and anticipated repairs through the end of June 2017. The current contract has a balance of approximately \$4,614 remaining. Roofing Maintenance is currently going through the RFP process.
3	Williams & Maher B01356-5 09/01/16-2/28/17	Electrical Maintenance & Repair	\$50,000 <u>+20,000</u> \$70,000	40%	Staff is requesting authorization to increase and extend the current blanket order contract to cover current and anticipated repairs through the end of June 2017. The current contract has approximately \$10,255 remaining. Electrical Maintenance and Repairs are currently going through the RFP process.
4	Morrow Meadows B01357-5 01/01/15 – 12/31/15	Electrical Maintenance & Repair	\$30,000	0%	No additional funding is being requested. There is currently approximately \$25,042 remaining from the initial contract amount of \$30,000. Staff is requesting to extend the current blanket order contract to cover current and anticipated repairs through the end of June 2017. Electrical Maintenance and Repairs are currently going through the RFP process.
5	Action Overhead Door B01391-4 12/01/15-2/28/17	Maintenance & repair of apparatus bay doors and security gates	\$90,000	0%	No additional funding is being requested. There is currently \$44,577 remaining from the initial contract amount of \$90,000. Staff is asking for authorization to extend the contract through August 31, 2017 to allow time for specifications development and bidding.

**Orange County Fire Authority
Blanket Order Contracts – Property Management
Proposed Renewals and Adjustments**

	Vendor, Blanket Order, Contract Term	Commodity or Service	Original Value, Proposed Adjustment & Revised Value	% Change	Additional Comments
6	Mako Overhead Door B01390-4 12/01/15 – 11/30/16	Maintenance & repair of apparatus bay doors and security gates	\$95,000 <u>+10,000</u> \$105,000	10%	Staff is requesting authorization to increase and extend the current blanket order contract to cover current and anticipated repairs through the end of August 2017. The current contract has approximately \$51,692 remaining. This will allow time for specifications development and bidding.
7	SoCal Overhead Door B01392-4 12/01/15 – 11/30/16	Maintenance & repair of apparatus bay doors and security gates.	\$20,000	0%	No additional funding is being requested. There is currently \$20,000 remaining from the initial contract amount of \$20,000. Staff is asking for authorization to extend the contract through the end of August 2017 to allow time for specifications development and bidding.
8	HC Integrated B01402-5 02/01/16 – 01/31/17	Installation, repair and maintenance of fire alarm and sprinkler systems	\$90,000	0%	No additional funding is being requested, there is currently \$52,775 remaining from the initial contract amount of \$90,000. Staff is asking for authorization to extend the contract through August 31, 2017 to allow time for specifications development and bidding.



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
April 27, 2017

Agenda Item No. 3G
Consent Calendar

Award of Contracts for RFP RO2172
Plumbing Maintenance and Repair Services

Contact(s) for Further Information

Dave Anderson, Assistant Chief
Support Services Department

daveanderson@ocfa.org

714.573.6008

Patrick Bauer, Property Manager

patrickbauer@ocfa.org

714.573.6471

Summary

This agenda item is submitted for the approval to increase and extend an existing contract with Pacific Plumbing of Santa Ana and to award three-year blanket order contracts for plumbing maintenance and repair to Pacific Plumbing of Santa Ana, All-American Mechanical Contractors, and Pro-Craft Construction at an annual aggregate amount not to exceed \$170,000.

Prior Board/Committee Action(s)

Not Applicable

RECOMMENDED ACTION(S)

1. Approve and authorize the Purchasing Manager to extend and increase the current blanket order contract with Pacific Plumbing of Santa Ana by \$40,000 through April 30, 2017.
2. Approve and authorize the Fire Chief to sign Plumbing Maintenance and Repair Agreements with Pacific Plumbing of Santa Ana (\$100,000 annually), All-American Mechanical Contractors (\$35,000 annually), and Pro-Craft Construction (\$35,000 annually) for plumbing maintenance and repair services for up to three years.
3. Authorize the Purchasing Manager to redistribute or adjust the annual amount between the three vendors as requested by the department, so long as the aggregate amount does not exceed \$170,000.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funds have been authorized and are included in the FY 2016-17 Budget.

Background

The Property Management Department is responsible for the maintenance and repair of OCFA's 22 acre headquarters, 72 fire stations, Urban Search & Rescue and Training Facility, and Air Operations Hangar. The department historically utilizes various outside contractor services for various maintenance and repair services to assist with workload when the workload exceeds current full-time staff capacity. Due to the number of facilities and locations that OCFA is responsible for, existing staffing levels are inadequate to keep up with the requests for repairs and other services outside of normally scheduled

maintenance activities including after-hours and emergency requests for service; therefore, it is necessary to have additional contractors available on an as needed basis to prevent delays in service requests.

Blanket Order Extension/Increase

The most recent contract issued to Pacific Plumbing of Santa Ana, a prequalified contractor for plumbing repair and maintenance services, which expired January 31, 2017, was established in order to allow the department to continue business while an updated scope of work and specifications were developed for the competitive solicitation process. Due to unexpected events, increased workloads, new projects, and emergency repair requests, the development specifications for the competitive solicitation process was delayed.

As a result, the contract has expired and is overextended by approximately \$30,000. Staff is requesting that this blanket order be extended through April 30, 2017, and increased by \$40,000 in order to process existing invoices and requests for services through the date of the new contract award (See RFP Process and Recommendation for Award below).

Corrective Actions Underway

As stated in Agenda Item 3F (BO Increases and Extensions) a cross-functional team of staff from property management, finance, purchasing, and information technology are working together to evaluate the current procedures and find ways to improve the current processes. Further, we have engaged the services of a retired Purchasing Agent who will begin working with us on a part-time/temporary basis in May, to spend time with staff, perform an independent review, and assist in strengthening these internal procedures.

RFP Process

On December 1, 2016, RFP RO2172 was issued and sent to 82 registered vendors on Planet Bids to establish multiple annual contracts for plumbing maintenance and repair services on an as-needed basis. A non-mandatory pre-proposal meeting was held on December 22, 2016, and representatives from five companies attended. Final proposals were due January 4, 2017, and six proposals were received. One proposal was marked non-responsive, due to being unable to meet the minimum requirement for submitted proposals. Additional information about the evaluation process is provided in Attachment 1.

Recommendation for Award

Based on the results of the RFP, staff is recommending award of three-year contracts for plumbing maintenance and repair services to Pacific Plumbing of Santa Ana, All American Mechanical Contractors, and Pro-Craft Construction for a total annual amount not to exceed \$170,000. In addition, staff further recommends that the Purchasing Manager be granted the authority to adjust annual amounts awarded to each of the three vendors provided the total annual amount does not exceed \$170,000. Awarding multiple contracts and allowing for redistribution of funds provides the department flexibility of utilizing the vendor that offers immediate availability to perform the requested services.

Attachment(s) (Large Attachments 2-5 are available in the Office of the Clerk and available upon request.)

1. Summary of Evaluation Process and Results
2. RFP RO2172 Solicitation Document
3. Pacific Plumbing of Santa Ana Contract
4. All American Mechanical Contractors Contract
5. Pro-Craft Construction Contract

Evaluation

An evaluation team consisting of three staff members, two from Property Management, and one from Service Center, evaluated the written proposals. Each proposal was evaluated based on the following weighted criteria as defined in the RFP: Method of Approach (20), Qualifications and Experience (30), Communications & Resources (10), and Pricing (40).

After an evaluation of all written proposals, all five respondents were invited back for presentations and interviews and further evaluated based on the Interview/Presentation Criteria (20).

Scoring

Final evaluation scores resulted in Pacific Plumbing of Santa Ana as the overall number one ranked contractor with All American Mechanical Contractors and Pro-Craft Construction tying for number 2 overall. Evaluation scores are shown below:

	All American Mechanical Contractors			Pacific Plumbing Company of Santa Ana			Pro-Craft Construction Inc.			Relining Technologies Inc.			Verne's Plumbing Inc.		
OCFA Cost Proposal	\$6,836.42			\$6,266.50			\$7,472.58			\$5,385.00			\$9,150.00		
Evaluators	1	2	3	1	2	3	1	2	3	1	2	3	1	2	3
A. Method of Approach (20)	18	9	16	19	19	18	16	12	14	12	5	14	16	15	16
B. Qualifications & Experience (30)	27	16.5	24	30	30	25.5	22.5	19.5	24	15	4.5	21	25.5	22.5	25.5
C. Communications and Resources (10)	9.5	3.5	7	10	10	8.5	9	3	8	7	2	7	7.5	6.5	7
C. Proposed Cost (40)	31.51	31.51	31.51	34.37	34.37	34.37	28.82	28.82	28.82	40	40	40	23.54	23.54	23.54
Sum of Proposal Ratings	86.01	60.51	78.51	93.37	93.37	86.37	76.32	63.32	74.82	74.00	51.50	82.00	72.54	67.54	72.04
Ranking	2	4	3	1	1	1	3	3	4	4	5	2	5	2	5
Written Sum of Ranking	9			3			10			11			12		
Interview/Questions (20)															
Sum of Interview Ratings	14	14	15	18	19	16	20	17	17	17	17	17	12	12	12
Total of both written & presentation	100.0	74.5	93.5	111.4	112.4	102.4	96.3	80.3	91.8	91.0	68.5	99.0	84.5	79.5	84.0
Ranking with Presentation	2	4	3	1	1	1	3	2	4	4	5	2	5	3	5
Sum of Ranking w/Interview	9			3			9			11			13		



ORANGE COUNTY FIRE AUTHORITY

Request for Proposal Plumbing Maintenance and Repair Services

DATE: December 6, 2016

RFP Number: RO2172

The Orange County Fire Authority (OCFA) is requesting proposals for plumbing maintenance and repair services in accordance with the specifications provided herein.

Pursuant to SB854, no contractor or subcontractor may be awarded a contract for a public works project unless registered with the Department of Industrial Relations (DIR) per California Labor Code section 1725.5. This project is a public work and is subject to compliance monitoring and enforcement by the DIR.

Proposals will be received no later than 11:00 A.M., January 4, 2017.

Proposals for must be submitted electronically online through Planet Bids or submitted hard copy hand delivered or mailed to Orange County Fire Authority, Purchasing Department, 1 Fire Authority Road, Building C, Irvine, CA 92602 no later than 11:00 A.M. Wednesday, January 4, 2017.

LATE PROPOSALS WILL NOT BE ACCEPTED

A **non-mandatory** pre-proposal conference is scheduled on **Thursday, December 22, 2016 at 10:00 A.M.** at the Orange County Fire Authority Regional Operations and Training Center (RFOTC), 1 Fire Authority Road, Conference Room AW208, Building A, Irvine, CA 92602.

Any questions concerning this RFP can be submitted on-line via the Q&A module available through Planet Bids (OCFA's e-procurement system) by **December 20, 2016 at 11:00 A.M.** OCFA will publish a response to all inquiries through the e-procurement system and/or may issue an addendum as a result.

If you elect to submit your proposal electronically through Planet Bids, no additional copies or digital media will be required (Preferred).

If proposal is delivered to OCFA, please include one (1) original hard copy, one (1) duplicate hard copy, and one (1) electronic copy in PDF or Word (on Digital Media), of the proposal to be sent to the attention of the Assistant Purchasing Agent, within said time limit, in a sealed envelope identified on the outside with the Offeror's Business Name, Proposal Item Number, RFP RO2172, and the Due Date. Another option is to submit your proposal electronically through the Planet Bids website. There will be no public opening of proposals.

If you have any questions, please contact Rothchild Ong, Assistant Purchasing Agent, at (714) 573-6642 or via e-mail at: rothchildong@ocfa.org.

Regards,



Rothchild Ong
Assistant Purchasing Agent

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SECTION I: PROPOSAL INFORMATION

INTRODUCTION

The Orange County Fire Authority (OCFA) is requesting proposals from contractors to provide plumbing maintenance and repair services on an as-needed basis at its headquarters and fire stations as listed in Attachment A. The OCFA desires to enter into an agreement for maintenance services with contractors that can demonstrate competency and experience in providing quality service, minimizing OCFA costs, maximizing the use of available technology, providing excellent client service, and performing thorough and complete work as specified.

AGENCY BACKGROUND

The Orange County Fire Authority 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 Board of Directors currently meets monthly on the fourth Thursday of the month and the Board established an Executive Committee which meets monthly on the third Thursday of the month. Additional meetings are held in the Board room as needed. Board and Executive Committee meeting information can be found on the OCFA website at: www.ocfa.org.

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.

ESTIMATED RFP SCHEDULE

Proposal Posting Date	December 1, 2016
Online Q & A	December 20, 2016; 11:00 A.M.
Pre-Proposal Conference	December 22, 2016; 10:00 A.M.
Due date for Proposals	January 4, 2017 no later than 11:00 A.M.
Tentative date for interviews	January, 2017
Award Contract (Tentative)	January, 2017

TERM OF AGREEMENT

The term of the agreement should reflect services and costs for a three-year period with two optional one-year renewal terms, subject to the "Time of Performance" and the "Termination" provisions of the OCFA's "Pro Forma" Maintenance Services Agreement (Exhibit 1). The contract is subject to the satisfactory negotiation of terms, including a price acceptable to both the Authority and the selected contractors.

PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal meeting is scheduled on **December 22, 2016; 10:00 A.M.** at the Orange County Fire Authority Regional Operations and Training Center: 1 Fire Authority Road, Conference Room AW208, Bldg. 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. Offerors should be familiar with the proposal prior to attending the pre-proposal conference. If you will be attending this pre-proposal meeting, please contact Marilee Freville via e-mail at: marileefreville@ocfa.org to reserve your spot.

REQUEST FOR CLARIFICATION

All requests for clarifications, changes, exceptions, or deviations to the scope of services or terms and conditions set forth in this Request for Proposal must be submitted online via the PlanetBids Q&A module no later than the specified Q&A deadline. The Q&A module available through PlanetBids is to be used for all requests for, clarification, changes, exceptions, or deviations, whether to the scope of services or the contract terms and conditions. OCFA will respond to all requests by issuing an electronic answer via the online Q&A module and/or an electronic addendum. OCFA will not accept any Q&A after the time and date specified, unless it is specifically requested by the Q&A. It is the contractor's responsibility to download and respond to any addendums issued.

DUE DATE

Closing time and date: **January 4, 2017 no later than 11:00 a.m.** One (1) original hard copy (marked original), one (1) duplicate hard copy, and one (1) electronic copy in PDF or Word (on CD or DVD) of the proposal must be submitted in sealed envelope marked RFP – RO2172 and submitted to the following address (*unless submitted electronically through Planet Bids*):

Delivery Address:

Orange County Fire Authority
Attn: Purchasing Section
1 Fire Authority Road Bldg. C
Irvine, CA 92602

GENERAL INFORMATION

The successful proposal will demonstrate the ability to meet the requirements of the solicitation. Sealed proposals will be accepted up to the date and time stated herein. Proposals must be prepared in conformance with the instructions provided.

Only those offerors with verifiable experience 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.

Any offeror who wishes his/her proposal(s) to be considered is responsible for making certain that the proposal is received in the Purchasing Office or submitted electronically on Planet Bids (OCFA's e-procurement system) by the announced time. No oral, telegraphic, facsimile, or telephonic proposals or

modifications will be considered unless specified. Proposals received after the scheduled submittal deadline will be returned unopened. Proposals must bear original signatures when the proposal is not submitted electronically. Please note that there will be no public opening of proposals. Proposal information shall not be made public until the contract is awarded. At that time the executed contract will become public information. Any questions concerning this RFP can be submitted on-line via the Q&A module available through Planet Bids (OCFA's e-procurement system) before the stated Q&A deadline.

The Orange County Fire Authority 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. OCFA reserves the right to waive, at its discretion, any irregularity or informality, which the OCFA deems correctable or otherwise not warranting rejection of the proposal.

OCFA reserves the right to reject any and all proposals and to accept any proposal or portion thereof. 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 offeror.

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.

The intent of the OCFA is to award a contract to the respondent that scores the highest in the RFP evaluation process. Please provide your response to all the information requested in this RFP so that the offeror you represent can be assessed to the best advantage.

SECTION II: SCOPE OF WORK

OCFA currently has a centralized Property Management Section responsible for the maintenance and repair of its headquarters and fire stations. The purpose of this Request for Proposals is to establish a contract for plumbing maintenance and repair services on an as needed basis. The successful contractor will provide plumbing maintenance and repair services including all personnel, labor, supervision, materials, tools and equipment required to maintain and repair plumbing systems of OCFA's seventy-two (72) fire stations and the RFOTC. The list of Fire Stations and addresses are provided as Attachment A.

The intent of these Specifications is to describe the repairs and maintenance requirements in general terms. The detailed specifications required will be based on the particular requirements at the time that a given job, and be judged based on those requirements. OCFA will consider value-engineering suggestions from Contractor and may accept alternates recommended if they provide equal or better functionality, durability, and cost effectiveness; however, OCFA, in its sole discretion, may require specific manufacturers and model numbers for any given job.

The following is a partial list of items or issues that may need attention:

- All piping for plumbing, water, waste, floor drains, drain grates, supply leader, soil pipe, grease traps, sewage and vent lines. Sewage shall include all sewers with metallic or non-metallic pipe used inside property lines.
- All piping for water filters, water softeners, water meters and the setting of same.
- All cold, hot and circulating water lines piping for house pumps, cellar drainers, ejectors, house tanks, pressure tanks, solar systems, display fountains, drinking fountains, plumbing fixtures and appliances, and the handling and setting of the above-mentioned equipment.
- All water services from mains to buildings, including water meters and water meter foundations.
- Wall water mains from whatever source, including branches and fire hydrants, etc.
- All down spouts and drainage areas, soil pipe, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks, etc. This includes all storm drain piping inside property lines.
- All equipment in bath and washrooms, shower stalls, etc.
- All bathroom, toilet room, and shower room accessories, i.e., towel racks, paper holders, glass shelves, hooks, mirrors, cabinets, etc.
- All lawn sprinkler work, including piping, fitting, and lawn sprinkler heads.
- All piping for hydraulic, vacuum, pneumatic, air, water, steam, oil or gas equipment.
- All piping for power, or heating purposes, either by water, air, steam, gas, oil, chemicals, or any other method.
- All air piping of every description.
- All temporary piping of every description in connection with building and construction work, excavating and underground construction.
- The operating, maintenance, repairing, servicing and dismantling of all work installed by journeymen plumbers and/or pipe fitters.

Additional services other than those listed may be requested by OCFA Property Management during the contract term. Any additional services added to the contract are to be provided at the same time and material prices offered in the proposal.

Services not detailed in this scope, are not to be performed unless they are requested, provided a project number and authorized by OCFA. All additional work must be documented, signed by OCFA Property Management. Additional work is to be billed at the hourly rate provided in the proposal.

All offerors providing services will have the competency, relevant experience, knowledge, and reliability which qualify the individual(s) to successfully provide the required supplies and services requested in this RFP.

MINIMUM QUALIFICATIONS

- 1) Contractor must be skilled and regularly engaged in the general class or type of work called for under the contract. The successful contractor must also have no less than five (5) years of experience in providing plumbing maintenance and repair services.
- 2) Contractor must possess a valid California **C-36** Contractor's license at the time of proposal submission, pursuant to California Public Contract Code Section 3300 and Business and Professions Code Section 7028.15. The respondent must be licensed as a contractor in accordance with the provisions of California Business and Professions Code Chapter 9, Article 5 Licensing 7065-7077. The successful contractor must maintain the license throughout the duration of this contract.
- 3) Pursuant to SB854, and Labor Code Section 1725.5 contractor must be registered with the Department of Industrial Relations (DIR).

The offeror must state specifically in the descriptive narrative or other supporting documents how the offeror meets the minimum qualifications specified above.

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

SPECIFIC REQUIREMENTS – GENERAL RESPONSIBILITIES OF SUCCESSFUL CONTRACTOR

Performance Requirements:

Contractor must provide trained and experienced personnel. Supervisors must be qualified, proficient in English, trained and capable of providing adequate supervision and direction to Contractors' employees and must demonstrate verbal and written communication skills sufficient for the work required herein.

All work must be done per specifications, according to all applicable and acceptable industry standards as it relates to each trade, of the highest quality workmanship commensurate with the required work, and completed by the time required. Contractor personnel must wear uniforms, furnished by the Contractor with the Contractor's name and/or logo, and employee name at all times during the performance of the work at the RFOTC.

Contractor must provide their own telephones. The use of OCFA telephones and radios are prohibited except under emergency circumstances for medical aid, fire, or safety.

Contractor must furnish and maintain at its own expense, an adequate stock of materials/supplies, parts, all equipment and tools to perform the specified work and provide a timely service. All supplies, labor, vehicles and equipment must be compliant with the specifications, terms and provisions set forth herein and shall be subject to random, unannounced inspection by OCFA.

Any additional work performed on an hourly basis, separate from the contract will require a daily time sheet signed by OCFA Property Management Facilities Manager or designated representative.

OCFA will not provide office or storage space for the Contractor's supplies, vehicles or equipment.

Repair Request Procedure:

During regular working hours, the facility requesting service will contact the Property Management Section and place a service call. The request for service will be logged and staff will then contact the contractor and provide:

- Location (site name and address)
- Nature of the problem
- Name of on-site contact person
- Phone number of on-site contact person

After regular hours, weekends, and holidays, the Battalion Chief or Section Manager will give the station personnel the authorization to place a service call to the Contractor and advise OCFA Property Management that a call was placed as an emergency so the request can be logged and a number provided to the Contractor.

The contractor, under both circumstances, may call the site with the problem and obtain any additional information it deems necessary and to provide an anticipated arrival time of the service technician.

(Note: A portion of the fire stations are staffed with volunteers that have no permanent personnel on the site, while others are staffed with 24-hour permanent personnel. It is essential to coordinate the arrival of the service technician with fire personnel.)

Service Call Procedure:

Upon arrival at each site, the Contractor shall complete the following:

- Sign in on the station log (at all fire stations)
- Check in with the Station Captain, if available
- Evaluate the specific materials and labor required to complete the repair
- Develop an estimate of the expected costs (if possible)
- Develop potential alternatives with costs, in the case of repair vs. replacement
- Advise Property Management by telephone of the cost of repairs and other work PRIOR to proceeding with the work.
- Contractor will proceed with work after authorization is received from Property Management
- Complete all work in accordance with the estimate

Contractor must prepare service call report detailing the work performed, obtain the signature of the Station Captain on the report (if available), and leave a copy of the report at the site. That report must at least contain the following: Time of arrival, time of departure, brief summary of repair request, detailed summary of the work performed, summary of any additional work required or recommended.

Contractor must advise Property Management if any additional work is required and when the Contractor will return to perform the work.

If urgent repairs are needed, Contractor will advise Property Management, by telephone, with an estimate of repairs and other work prior to proceeding with the work.

Contractor must contact Property Mgmt. to obtain additional authorization when the repair work is expected to exceed the original estimate by more than 10%.

Service Requirements:**A. General**

- a. Note that per the Business and Professions Code ss. 7059: "In no case shall the...[Contractor] whose classification constitutes less than a majority of the project [perform the project unless]...the performance of the work in the crafts or trades, other than in which [Contractor] is licensed, is incidental and supplemental to the performance of the work in the craft for which the [Contractor] is licensed....All work to be performed outside of [Contractor's] license specialty, except work authorized by [the aforementioned], shall be performed by a licensed subcontractor..."
- b. Perform all work in accordance with the latest editions or addenda of the following applicable codes, standards and specifications.
- c. Perform all work according to all applicable industry-standards and to the highest quality commensurate with the required work.
- d. Ensure that all work is done only by experienced and professional personnel.
- e. Provide everything necessary to complete the repairs and maintenance work including but not limited to labor, equipment, materials, consumables, etc.
- f. Ensure that all work properly and neatly fits the adjacent existing materials.
- g. Perform work according to any applicable manufacturer's specifications.
- h. Provide a 24/7 call number for emergency repair work.
- i. Respond in the time required.
- j. Remove and properly dispose of any to-be-replaced materials.
- k. Provide all documentation, altered diagrams, updated or new manuals, and the like within seven calendar days after the repairs have been affected. (as applicable)

B. Repairs

- a. Diagnose and recommend an appropriate solution to remedy the damage or defect according to all applicable manufacturers' specifications, Standard Specifications for Public Works Construction, and industry standard practices.
- b. Provide an estimate of the repair costs at the hourly rates and materials amounts.
- c. Make approved repairs as soon as possible, but only after department so authorizes.
- d. Verify work has been completed properly and adjacent work is not affected.

Technical Requirements**A. General**

- a. The work required hereunder is based on the California Department of Consumer Affairs Contractors State License Board (CSLB). Any changes made by the CSLB automatically apply to the license classifications listed below.

Plumbing Work**i. C-36 – Plumbing Contractor**

A plumbing contractor provides a means for a supply of safe water, ample in volume and of suitable temperature for the purpose intended and the proper disposal of fluid waste from the premises in all structures and fixed works. This classification includes but is not limited to:

- (a) Complete removal of waste from the premises or the construction and connection of on-site waste disposal systems;
- (b) Piping, storage tanks and venting for a safe and adequate supply of gases and liquids for any purpose, including vacuum, compressed air and gases for medical, dental, commercial and industrial uses;
- (c) All gas appliances, flues and gas connections for all systems including suspended space heating units. This does not include forced warm air units;
- (d) Water and gas piping from the property owner's side of the utility meter to the structure or fixed works;
- (e) Installation of any type of equipment to heat water, or fluids, to a temperature suitable for the purposes listed in this section, including the installation of solar equipment for this purpose; and
- (f) The maintenance and replacement of all items described above and all health and safety devices such as, but not limited to, gas earthquake valves, gas control valves, back flow preventors, water conditioning equipment and regulating valves.

B. Subcontractors

- a. The majority of the work as required herein and at the time the work is requested must be done by the awarded Contractor.
- b. The work may not be subcontracted or sublet to another contractor unless the contractor has been listed on the Subcontractor List or a substitution of that contractor has been approved by Property Management in advance of any scheduled or actual work.
- c. Subcontractor(s) must meet all insurance requirements of the prime contractor as listed on pages 22 – 24.

C. Specialized Equipment

- a. Provide all equipment necessary to facilitate the work required herein at Contractor's sole expense.
- b. Provide the necessary safety equipment.
- c. Ensure that you have accurately and completely determined the actual types of equipment well in advance of the work to be performed.

D. Specific Work for Repairs

- a. Repairing
 - ii. Make necessary repairs to ensure that equipment, components or fixtures are operating properly and according to the manufacturer's specifications.
 - iii. Ensure that any items used to make repairs meet or better the original manufacturer (OEM) specifications.
 - iv. Coordinate the repairs and times with Property Management.
- b. Reporting
 - i. Provide verbal reports to Property Management as necessary to facilitate the work required herein.

- ii. Provide written reports, along with warranties of installed products (outside of products provided by OCFA), to Property Management with the invoice for completed work, which must contain, but not limited to the following:
 - 1. Location number/address serviced.
 - 2. Facility generated Work Order(s)
 - 3. Date and time Location was serviced.
 - 4. Types of and Quantities materials used and/or replaced.
 - 5. Potential Hazards at and around the Locations.
 - 6. Proposed alternate products that are cost-effective, energy efficient, and or have environmental advantages.
 - 7. Failure to provide the written report with the invoice will suspend any related payments by the number of days until the report is received.
 - 8. Failure to complete the required replacements will suspend any related payments by the number of days until the work is received.

E. Specific Work for Preventative Maintenance

a. Service Inspections

- i. Tour all designated work areas with Property Management to review and document items requiring corrective action.
- ii. If needed, perform the above prior to the start of any work, during other scheduled times provided by Property Management.
- iii. Make all required remedies to any work deficiencies as soon as practicably possible, but in no event greater than three business days after receipt of notification from OCFA.

b. Replacing Materials

- i. Replace materials only with same item as being replaced.
- ii. If alternative materials are being proposed, use the most energy-efficient, cost-effective, and replacements that have environmental advantages and that exhibit the same performance characteristics as the item being replaced. All such proposed replacements must be reviewed in advance of their replacements by Property Management prior to such replacements; then, only after approval will such replacements be permitted.
- iii. Dispose of any materials used in the course of completing scope of work properly, and in accordance to all governing agencies at contractor sole expense. This includes manifesting and chain of custody if required based on the nature of work being provided.

Performance Hours:

All work must be coordinated with OCFA Property Management unless otherwise specified.

The Contractor must conduct the work at all times in a manner which will not interfere with normal OCFA operations.

Quality Control:

All items furnished must be new, of good workmanship, in full accordance with the specifications, and free of defects. Items will be subject to inspection by the OCFA. If any product or service delivered shows evidence of shipping damage or defects, does not meet applicable specifications, or does not perform to the standards represented by the supplier, the OCFA shall reject same. Supplier will refund money which has been paid and bear all costs of removal and return of the products. Unless otherwise specified, all products provided shall have a manufacturer's warranty of at least twelve (12) months on workmanship, parts, and labor.

Damage or repair:

If any materials, equipment or other property contained in or constituting a part of an OCFA premise shall be damaged or destroyed by Contractor or its subcontractor(s), if any, in the course of performing services, Contractor shall at its expense promptly repair or replace the same, to the complete satisfaction of OCFA.

Safety:

Contractor, its employees, and agents must comply with all applicable health and safety requirements and procedures while performing services and exercise caution at all times for the protection of persons and property. Safety provisions of all applicable laws and ordinances shall be strictly observed and the Contractor and property at all sites. All fines, penalties and/or repair charges resulting from the Contractor's neglect of safety provisions shall be the sole responsibility of the Contractor.

Contractor shall provide and maintain the necessary precautions, supervision, and safeguards for the safety of all persons performing services and shall not cause or permit to exist an unlawful, hazardous, unsafe, unhealthy, or environmentally unsound condition over which Contractor has control.

SDS sheets (material safety data sheets) are to be provided on all products before they are brought on the premises. SDS shall be posted in each location the products are stored. All containers shall bear proper labels.

Contractor must outfit all equipment and materials used with any and all such safety devices and warning mechanisms as may be necessary to advise and protect the public and prevent personal injury and property damage.

Contractor shall must restrict access to the designated areas and parking spaces under the performance of the contract.

Contractor and its employees shall not enter areas of the facilities not specifically included in this specification for services.

Warranties:

Contractor represents, warrants, and covenants that in connection with any services performed under this specification: it is in the business of performing the Services described hereunder; it is experienced and expert in performing such services; all equipment used in the performance of services hereunder shall be suitable for such use; it understands the currently-known hazards which are presented to persons, property, and the environment in connection with the performance of such services and the transportation, storage and disposal of material; it is aware of all laws, regulations, orders, and other governmental requirements pertaining to the performance of such services; it will perform such services in full compliance with all applicable laws, regulations, orders, and other governmental requirements; it

will perform such services in compliance with all necessary and applicable permits and it has obtained or will obtain all permits necessary to perform the services; it possesses the professional and technical skills required to perform the services; no environmental enforcement actions have been brought or are likely to be brought against contractor that could have a material adverse effect on OCFA; and any agents or personnel employed by the contractor will meet the same standards as apply to contractor that could have a material adverse effect on OCFA.

Additional Information:

This contract is for the maintenance and repair of existing items, equipment, and structures and does not include larger projects, new work or add-ons. Splitting costs on a single facility-generated work order, projects, or work to avoid this limitation is prohibited and subject Contract to immediate termination.

OCFA will invite Contractors to provide quotes for larger projects. Contractors may provide additional discounts at the time of the quote. Contractor with the lowest total responsive quote for a given job will be awarded that job. This process will be repeated for future work.

OCFA may choose to award jobs that are expected to be less than \$5,000 to Contractor any that it chooses; such choice will be based on past pricing, timely performance, and quality of work.

The preceding dollar limitation applies only to ROUTINE requests and does not apply to EMERGENCY or URGENT requests; OCFA may choose to award EMERGENCY or URGENT jobs as is in OCFA's best interests.

The OCFA may also conduct regular performance reviews on a regular basis to evaluate the levels of service and quality provided.

Contract Coordinator: OCFA/Property Management Staff (714) 573-6470

Contract Manager: Steve Klein, OCFA Facilities Manager, (714) 573-6475, cell (714) 720-6067 and email: steveklein@ocfa.org.

SECTION III: GENERAL INSTRUCTIONS TO OFFERORS

ACCEPTANCE PERIOD

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

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 website at: www.ocfa.org. It is the offeror's responsibility to obtain a copy of any amendment relevant to this solicitation. Any interested offeror s 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.

AWARD OF CONTRACT

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

1. Conduct pre-award discussion or pre-award negotiations with any or all responsive responsible proposals; or
2. Request that the offeror furnish additional information; or
3. Accept or reject any or all proposals, or portions thereof; or
4. Issue multiple awards, if it is in the best interest of the agency; or
5. Limit and/or determine the actual contract services to be included in the contract; or
6. 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 submitting the most advantageous proposal 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.

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, once the contract(s) are approved, the offeror(s) selected will enter into contract with the OCFA.

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.

CONTRACTORS LICENSING REQUIREMENTS

Contractor shall possess a valid California **C-36** Contractor's license at the time of proposal submission, pursuant to California Public Contract Code Section 3300 and Business and Professions Code Section 7028.15. The successful contractor must maintain the license throughout the duration of this contract.

The contractor performing pest and/or weed control shall be licensed by the State of California to perform these services. Contractor must possess a Business License for Pest Control and must possess or employ person(s) possessing a valid California Pest Control Advisers License and a valid Qualified Applicators License in the appropriate categories. In addition, all persons performing pest control and handling pesticides shall possess a valid Qualified Applicator's Certificate in the appropriate category. All personnel applying pesticides and herbicides under this contract shall be in compliance with all state rules and regulations and shall be in possession of all required certifications and/or licenses applicable to the work being performed.

The prime contractor shall possess a valid California Contractor's license required for this project, at the time of submitting the proposal. The contractor shall be licensed as a contractor in accordance with the provisions of California Business and Professions Code Chapter 9, Article 5 Licensing 7065-7077. The OCFA may deem any contractor who fails to possess the required license to be non-responsive.

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all contractor s must possess proper licenses for performance of this contract at the time of submission. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Section 7028.5 of the Business and Professions Code, the OCFA shall consider any submittal by a contractor not currently licensed in accordance with California law and pursuant to the requirements found in the proposal documents to be nonresponsive, and the OCFA shall reject the proposal. The OCFA shall have the right to request evidence of all valid license(s) currently held by the contractor and each of the subcontractors listed in the proposal before awarding the contract. contractors shall provide evidence of valid licenses satisfactory to the OCFA within five (5) calendar days. Please also note that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this contract.

SB854 DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION

No contractor or subcontractor may be listed on an offer for a public works project submitted on or after March 1, 2015 unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5, with limited exceptions from this requirement only under Labor Code Section 1771.1(a). No contractor or subcontractor may be awarded a contract for public work, or engage in the performance of any public works project awarded on or after April 1, 2015 unless registered with the Department of Industrial relations pursuant to Labor Code Section 1725.5. This contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Listed subcontractors must be registered with the Department of Industrial Relations website. Pursuant to SB854, the DIR registration number of each subcontractor must be identified and failure to identify this number could categorize your proposal as non-responsive. In addition, OCFA reports all public works contracts to the DIR within 5 days of the contract award date.

In accordance with Section 1773.2 of the California Labor Code, the contractor shall post a copy of the determination of prevailing rate of wages at each job site.

Travel and subsistence payments to each workman needed to execute the work shall be made as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Section 1773.8 of the Labor Code.

The OCFA will not recognize any claim for additional compensation because of the payment by the contractor of any wage rate in excess of the prevailing wage rate set forth in the contract. The possibility of wage increases is one of the elements to be considered by the contractor in determining the offer, and will not under any circumstances be considered as the basis of a claim against the OCFA on the contract.

DEBARMENT OF CONTRACTORS

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code and Federal "Excluded Parties List System". Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the contractor for the Project shall be returned to the OCFA. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project. In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, each Contractor will be screened at the time of proposal response to ensure the Contractor, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements Federal Regulations (CFR) and Executive Order 12549.

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 offerors located at www.sam.gov.

DESIGNATION OF SUBCONTRACTORS

Pursuant to State law, the contractor must designate the name and location of each subcontractor who will perform work or render services for the prime contractor in an amount that exceeds one-half of one percent (.05%) of the contractor's total offered amount, as well as the portion of work each such subcontractor will perform at the time the proposal is submitted. Pursuant to Public Contract Code Section 4104, the OCFA has not implemented 3(A) which would allow contractors an additional twenty-four (24) hours (after the deadline for submission of proposals) to submit the information about each subcontractor.

CANCELLATION OF SOLICITATION

The OCFA may cancel this solicitation at any time.

CERTIFICATION

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

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

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 contractor /respondent directly defend any action for disclosure of any information marked confidential.

COMPLIANCE WITH LAWS

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

DELIVERABLES REQUIRED OF SUCCESSFUL OFFEROR

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

- A. Sign and enter into a Maintenance Services Agreement (PSA) with the Orange County Fire Authority, (*See Exhibit 1 – Sample Contract*).
- B. Copy of Certificate of Insurance which shows compliance with the attached requirements and naming OCFA as an additional insured (see pages 22 – 24) for detailed insurance requirements).

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.

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 a 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 offeror is interested. If there is reason to believe that collusion exists among the offerors, OCFA may refuse to consider Proposals from participants in such collusion. Offerors shall submit as part of their Proposal documents the completed Non-Collusion Affidavit provided herein.

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 Assistant Purchasing Agent. Offeror may appeal the recommended award or denial of award, provided the following stipulations are met:

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

EXECUTION OF CONTRACT

The RFP, the offeror's proposal, and the resulting purchase order will become incorporated as the complete contract. The successful offeror 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 after the OCFA executes the

contract(s). In case of failure of the offeror to execute and return the contract and all required documents within the time allowed, the OCFA may, at its option, consider that the offeror has/have abandoned the contract.

INSPECTION OF SITE/NON-MANDATORY PRE-PROPOSAL MEETING

Each prospective contractor is responsible for becoming familiar with the conditions of the project site to fully understand the facilities, conditions, difficulties and restrictions which may impact the services provided to the project. Attendance by a representative of each prospective contractor at the pre-proposal meeting as stated in the RFP is encouraged.

EXPERIENCE AND COMPETENCY

The successful offeror shall be skilled and regularly engaged in the general class or type of work called for under the contract. The successful offeror shall also have **no less than five (5) years' experience in the magnitude and character of the work proposal**. 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, 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.

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.

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 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.

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.

NON-DISCRIMINATION

Contractor covenants that, by and for itself, its successors, and assigns, including its subcontractors and suppliers, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, gender, marital status, national origin, sexual orientation, or ancestry in the performance of this contract. Contractor shall take steps to ensure that applicants for any job and employees are treated without regard to their race, color, creed, religion, gender, marital status, national origin, sexual orientation, or ancestry in full compliance with applicable federal, state, and local laws and regulations.

Contractor shall not engage in, nor permit its agents, including its subcontractors and suppliers, to engage in discrimination in employment of persons or provision of services or supplies, on the grounds of race, color, creed, religion, gender, marital status, national origin, sexual orientation, or ancestry.

Contractor, and contractor's subcontractors and suppliers, shall employ fair employment practices with regard to all employees and all applicants for employment and shall act in accordance with all applicable federal, state, and local laws and regulations relating to such fair employment practices.

In furtherance of such obligation, contractor agrees that contractor, subcontractors, and suppliers shall not discriminate in employment and/or provision of services under this contract and all employment practices shall be without regard to a person's race, color, creed, religion, gender, national origin, age, ancestry, physical handicap, medical condition, marital status, all in accordance with applicable federal, state, and local laws or regulations.

Fair employment practices shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other form of compensation and selection for training including apprenticeship.

In the performance of the terms of the proposal documents, contractor agrees that contractor will not engage in nor permit such subcontractors as contractor may employ to engage in discrimination against any employee or applicant for employment on the basis of race, sex, color, religion, ancestry, national origin, marital status, age or as an otherwise qualified handicapped individual. This prohibition shall pertain to employment, upgrading, demotion, or transfer, recruitment advertising, layoff or termination, rates of pay and other forms of compensation, selection for training, including apprenticeship, and any other action or inaction pertaining to employment matters.

NON-DISCRIMINATION AFFIDAVIT

Labor Code Section 1735 requires that no discrimination be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Government Code Section 12940. Contractor shall declare that it does not discriminate in its employment with regard to such factors. The Non-Discrimination Affidavit (on enclosed form) shall be executed and submitted with the proposal.

DRUG FREE WORKPLACE

OCFA recognizes that the maintenance of a drug-free workplace is essential to the safety and welfare of its employees. This policy establishes OCFA programs and practices that promote and support a Drug-Free Workplace Act of 1998.

PREVAILING WAGE

This project is a public work in the State of California, funded in whole or in part with public funds. Therefore, the higher of the two prevailing wage rates, federal or state, will be enforced. The work is subject to the payment of not less than prevailing wages under Labor Code Section 1770 et seq. Contractor agrees to comply with all related provision of the Labor Code, including but not limited to, the provisions of Labor Code Section 1775 relating to payment of prevailing wages, Section 1777.5 relating to employment of apprentices and Section 1811-1813 relating to the payment of overtime. Failure to comply with the proper prevailing wage requirements may result in penalty of up to \$200 per day per worker. Failure to comply with apprenticeship requirements may result in penalty of \$100-\$300 for each calendar day of violation. Failure to pay proper overtime rate may result in a penalty of \$25 per day per worker. Contractors are hereby notified that the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages and the rates for overtime and holiday work in the locality in which the work is to be performed for each craft, classification or type of worker needed to perform the work under the contract which will be awarded to the successful contractor.

This information is available at the Department of Industrial Relations website: <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Contractors are further notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Further

information on Compliance Monitoring Unit requirements can be found at: <https://www.dir.ca.gov/Public-Works/PublicWorksEnforcement.html>.

WORKERS' COMPENSATION CERTIFICATION FORM

Each respondent shall submit the Contractor's Certificate Regarding Workers' Compensation form. Section 3700 of the State Labor Code requires that every employer shall secure the payment compensation by either being insured against liability to pay compensation with one or more insurers or by securing a certificate of consent to self-insure from the State Director of Industrial Relations.

INQUIRIES

Any question related to the Request for Proposal shall be directed to the Assistant Purchasing Agent, Rothchild Ong. Questions and comments regarding this solicitation must be submitted in writing, either by mail to the Assistant Purchasing Agent, Orange County Fire Authority, 1 Fire Authority Road Bldg. C, Irvine, California, 92602, faxed to (714) 368-8845 or e-mailed to: rothchildong@ocfa.org, no later than ten (10) days before the Submittal Deadline. The questioner's business 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. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official proposal due date and time. 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 sent to all known proposal holders.

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 work. Either 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:

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.
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 offeror agrees that the insurance hereunder will be primary and that any insurance carried by the OCFA will be excess and not contributing.
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.

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.

The Workers' Compensation policy must have a limit of at least \$1,000,000 each accident/\$1,000,000 each employee for disease. A Certificate of Insurance reflecting the Workers' Compensation coverage and 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 business doesn't have any employees, a letter attesting to that fact must be provided to OCFA.

INSURANCE - LIABILITY INSURANCE COVERAGE

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

1. Additional Insureds (for commercial general liability only)

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

2. 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."

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

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.
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:

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

All insurance coverage. Workers' Compensation obtained through the State Compensation Insurance Fund is acceptable.

1. Professional Liability with a limit of \$1,000,000 each occurrence/\$2,000,000 aggregate. If a offeror provides claims made professional liability insurance, offeror 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 offeror'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 offeror's services under the agreement and evidence of such must be provided to OCFA. A Certificate of Insurance reflecting the Professional Liability coverage is required.

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

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.

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: Rothchild Ong, Assistant Purchasing Agent, by mail at: 1 Fire Authority Road Bldg. C, Irvine, California, 92602, by e-mail rothchildong@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 sent as promptly as is practical to all parties recorded by OCFA as having received 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 offeror to ensure the OCFA has their correct business name and address on file. Any prospective offeror 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.

KEY PERSONNEL

It is essential that the offeror provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The offeror must agree to assign specific individuals to the key positions.

- A. The offeror agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to OCFA.
- B. If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the offeror shall immediately notify OCFA, and shall, subject to the concurrence of OCFA, replace such personnel with personnel of substantially equal ability and qualifications.

LATE PROPOSALS

Late proposals will be rejected and not opened.

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 offeror(s).

NOTICE OF INTENT TO AWARD

A notification of Intent to Award will be sent to the offeror selected.

OBJECTIONS

Any objections as to the structure, content or distribution of this RFP must be submitted in writing to Assistant Purchasing Agent less than five (5) 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.

OFFER AND ACCEPTANCE PERIOD

In order to allow for an adequate evaluation, OCFA requires an offer in response to this solicitation to be valid and irrevocable for one-hundred eighty (180) days after the proposal due date and time.

PRE-PROPOSAL CONFERENCE

If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Written minutes and/or notes will not be available; therefore attendance is encouraged. If an offeror is unable to attend the Pre-Proposal Conference, questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Assistant Purchasing Agent. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to OCFA at this meeting. OCFA will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

PREPARATION OF PROPOSAL

- A. 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.
- B. 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.
- C. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
- D. Periods of time, stated as a number of days, shall be in calendar days.
- E. It is the responsibility of all offeror s 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.
- F. OCFA shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
- G. 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.

PROPOSAL OPENING AND RESULTS

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

PROPOSAL/ SUBMITTAL FORMAT

One (1) original hard copy original, one (1) duplicate hard copy, and one (1) electronic copy in PDF or Word (on Digital Media), of each proposal should be submitted as specified in the RFP. The original copy of the proposal should be clearly labeled "Original". The material should be in sequence according to the RFP. The sections of the submittal should be clearly identifiable, including all the items listed in the Proposal Requirements, the completed Offer Form, and all signed Amendments if required. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

If you elect to submit your proposal electronically through Planet Bids, no additional copies or digital media will be required (Preferred).

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.

WHERE TO SUBMIT PROPOSALS

In order to be considered, the offeror must complete and submit its proposal to OCFA Purchasing Office at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.

WITHDRAWAL OF PROPOSAL

At any time prior to the specified solicitation due date and time, a 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.

SECTION IV: GENERAL TERMS AND CONDITIONS

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.

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.

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 offeror hereunder.

CANCELLATION OF THE CONTRACT

Without cause, the OCFA may cancel this contract at any time with thirty (30) days written notice to the offeror. With cause, the OCFA may cancel this contract at any time with ten (10) days written notice to the offeror. 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 Assistant Purchasing Agent.

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.

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.

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.

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.

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 shall receive written notification or either condition as soon as practically possible, but no later than thirty (30) days prior to termination.

LAWS - ADHERENCE TO ALL LOCAL, STATE, AND 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.

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.

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.

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.

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 business 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.

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 offeror to carry out any term or condition of the Contract. The OCFA will issue a written ten (10) day notice of default to the offeror for acting or failing to act as specified in any of the following:

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

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

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

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

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

The offeror gives the OCFA a positive indication that the offeror 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 offeror 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.

UNFORESEEN 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 V: PROPOSAL REQUIREMENTS

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. Proposals will only be accepted from offerors that meet the minimum qualifications. All offerors are expected to provide detailed answers to the proposal requirements listed below. The answers provided will be relevant in the evaluation process of the proposal. Additional information, if provided, should be separately identified in the proposal.

Proposals (submittals) shall include, at a minimum, the following:

- 1) **Transmittal letter:** Letter should be on the offeror's letterhead. The letter should be signed by the Prime Contractor 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 offeror. The letter should explain the offeror's understanding, approach and strategy for achieving the objectives outlined in the scope of work. The letter must be signed by an individual authorized to bind the offeror.
- 2) **Offeror's detailed information:** Provide a brief profile of the offeror including background and size, professional credentials, the types of services offered, the year founded, form of organization (corporation, partnership, sole proprietorship), including number of years in business, location of office(s), number of employees, and number of clients you have currently. An organizational chart, displaying name of owners and principal parties, number and position titles of staff should also be provide. Please complete the Appendix A - Offeror's Information.
- 3) **Ability to meet General Requirements:** Based on the requirements listed on pages 7 - 13 and on the provided attachment, demonstrate how your business can meet OCFA requirements. This information will be considered during the evaluation process.
- 4) **Relevant Experience:** Offerors shall demonstrate experience in performing plumbing services. Knowledge of public agency needs is desirable and should be specifically cited for consideration.
 - a. Describe prior work experience.
 - b. Describe the industries, specific issues, and government agencies (if any) your business has performed Plumbing Maintenance and Repair Services for.
 - c. Provide a list of the municipal agencies your business has worked with during the past five years. Provide the following information for three agencies which are similar in size and scope to the project requested by this proposal:
 - i. Name, address and telephone of the agency
 - ii. Time period for the project
 - iii. Brief description of the scope of the services provided
 - iv. Person to contact for a reference
- 5) **List of References:** Describe the process and experience of five (5) other projects performed entirely by the offeror. Please complete Appendix B include the agency contact, email address and telephone number, with an explanation as to the level of effort. These agencies may be contacted as references.
- 6) **Questionnaire:** Please complete the provided Appendix C – Questionnaire.
- 7) **Offer/Cost Proposal:** The pricing should include the total price proposed to accomplish all the performance and deliverables requested by the OCFA, and offered by your company, in this RFP. See the Appendix D - Price proposal page included in the RFP document.

- 8) **Certification Page:** Provide an Appendix E – Certification of Proposal with authorized signature.
- 9) **Party Participant and Agent Disclosure Forms:** 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.
- 10) **Contractor's Licensing Statement:** Please complete the provided Appendix G – Contractor's Licensing Statement.
- 11) **List of Subcontractors:** Please complete the provided Appendix H – List of Subcontractors if subcontractors will be assigned to this project.
- 12) **Certification of Non-Discrimination by Contractors:** Provide an Appendix I – Certification of Non-Discrimination by Contractors with authorized signature.
- 13) **Debarment and Suspension Certification:** Provide an Appendix J – Debarment and Suspension Certification with authorized signature.
- 14) **Prevailing Wage Certification:** Provide an Appendix K – Prevailing Wage Certification with authorized signature.
- 15) **Worker's Compensation Insurance Certification:** Provide an Appendix L – Worker's Compensation Insurance Certification with authorized signature.
- 16) **W-9:** Provide an IRS W-9 Form with submittal.

SECTION VI: EVALUATION OF PROPOSALS AND NEGOTIATIONS

Proposals must fully address the evaluation factors; contain references and data to verify qualifications and experience that address the offeror's ability to provide services and deliverables as outlined in the scope of work. All proposals will be reviewed by an evaluation committee comprised of OCFA staff for compliance with the scope of work 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:

- A. *Method of Approach (maximum points 20)*** - This set of criteria assesses how well the offeror responds to and demonstrates understanding of the RFP. It assesses how well the service meets the required specifications and objectives in the solicitation including the quality and completeness of the proposal.
 - Overall responsiveness and completeness of the proposal.
 - Thoroughness of responses and demonstrated understanding of the requirements.
 - How well the proposal meets the needs of the OCFA.
 - Ability to meet general requirements
- B. *Qualifications & Experience (maximum points 30)*** - The offeror's history of performance and demonstrated ability in providing the service will be assessed in addition to the qualifications and experience of key-personnel assigned to the project team and relevant experience of the offeror.
 - Offeror's presentation of a qualified team, relevant design methodology, ability to communicate effectively and a demonstrated success in similar past projects.
 - Relative allocation of resources in terms of quality and quantity, to key tasks; time commitment to OCFA's needs.
- C. *Communications & Resources (maximum points 10)*** – The offeror's ability to communicate and provide resources to OCFA. Demonstration of offeror's resources, presence, and experience with other clients, ability to respond to requests in a timely manner.
- D. *Proposed Costs (maximum points 40)*** - The lowest price proposal will not necessarily be selected. OCFA is looking for the best value versus the lowest price. While cost is important, other criteria are also significant and the OCFA may not select the lowest cost proposal. The objective is to choose the proposal that offers the highest quality services and will achieve the project's goals and objectives within a reasonable budget.

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. OCFA may request a best and final offer from the top ranking offerors for further evaluation and consideration. Overall responsiveness to the Request for Proposals is an important factor in the evaluation process.

ADDITIONAL INFORMATION ABOUT THE EVALUATION PROCESS

A. Shortlist:

OCFA reserves the right to shortlist the offerors on all of the stated criteria. OCFA may determine that short listing is not necessary.

B. Interviews/Demonstrations:

OCFA reserves the right to conduct interviews and/or demonstrations with some or all of the offerors at any point during the evaluation process. However, OCFA may determine that interviews/demonstrations are not necessary. In the event interviews/demonstrations are conducted, information provided during the interview/demonstration 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. Demonstrations will be held at a time and place specified by OCFA. The offeror's key project team members will be invited to attend the interview/demonstration. The interviews will last approximately 60 minutes, with the time allocated between offeror's presentation and question and answer period. The offerors should be prepared to discuss at the interview, their specific experience providing services similar to those described in the RFP, project approach, estimated work effort, available resources, and other pertinent things that distinguish your business from others.

Interview/Demonstration Rating Criteria:

The following criteria and points will be used in evaluating and rating the short-listed offerors.

- Interview/Questions 20 points

The score achieved from the interview 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.

C. 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.

D. Prior Experience:

Previous experiences with the proposer may be taken into consideration when evaluating qualifications and experience.

E. Overall Evaluation of the Proposal Response:

The overall completeness, accuracy and quality of the proposal may be taken into consideration when evaluating the qualifications and experience.

F. Post-Proposal Discussions with Offerors:

OCFA reserves the right to conduct post-proposal discussions with any offeror(s).

The offeror with the best ranking after negotiations will be recommended for award of the contract. When the evaluation team has completed its review of the proposals and the finalized the negotiated the best and final offer, the Purchasing Department will send a Notice of Intent to Award to the successful offeror. The award may be subject to OCFA Executive Committee approval.

APPENDIX A - OFFEROR'S INFORMATION

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

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

Business Legal Name:		
Business Parent or Ownership:		
Address:		
Business Telephone No.	Business Fax No.	
Business Tax I.D. Number:	CSLB License Number:	DIR Registration Number:
Legal form of company: (partnership, corporation, joint venture)		
Length of time your business has been in business:	Length of time at current location:	
Number of employees and 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 No.:	E-mail:

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

Name:	Title:
Telephone No.:	E-mail:

***Please indicate if you are subject to the Party and Participant disclosure requirements. Yes No
If yes, you are required to submit form/s (see Appendix F).***

****For additional information please see page 15 "Campaign Contribution Disclosure".***

APPENDIX B - REFERENCES

Describe fully at least three contracts performed by your business that demonstrate your ability to provide the services included with the scope of the specifications. Attach additional pages if needed. OCFA reserves the right to contact each of the references listed for additional information regarding their experience with your company.

Customer Agency Name	
Contact Individual & Title	
E-mail/Telephone number	
Date of Project & Description of services provided including contract amount	
Customer Agency Name	
Contact Individual & Title	
E-mail/Telephone number	
Date of Project & Description of services provided including contract amount	
Customer Agency Name	
Contact Individual & Title	
E-mail/Telephone number	
Date of Project & Description of services provided including contract amount	
Customer Agency Name	
Contact Individual & Title	
E-mail/Telephone number	
Date of Project & Description of services provided including contract amount	
Customer Agency Name	
Contact Individual & Title	
E-mail/Telephone number	
Date of Project & Description of services provided including contract amount	

APPENDIX C – PROPOSAL QUESTIONNAIRE

In addition to the written proposal that demonstrates the Respondent's understanding of the RFP, each Respondent shall also provide the following information. Social media links, brochures, advertisements, or the like will not be accepted as a direct response to the questionnaire. A qualifying proposal must address all items. Incomplete proposals may be rejected.

1. Provide information that demonstrates the competence of your business to provide the plumbing maintenance and repair services as documented in the RFP.
2. Fire Stations and Headquarters operate as residences and commercial buildings. Describe your experience in providing services to a combination residential and commercial setting.
3. Provide information regarding your service area and describe any travel charges based on station locations as provided in Attachment A.
4. Provide information on how services are scheduled. Include your on call response time following telephone notification and explain how service calls are received and handled. Also provide a description of any automated processes involved.
5. Provide information on how the quality of services are monitored. Include any checklists or other tracking methods to insure all services requested have been completed.
6. Please describe your warranty terms for repair, parts, and service.
7. Please provide information on the number of personnel available to provide requested services.
8. Please provide the basis for future year contract fee adjustments should OCFA elect to exercise the contract extensions.
9. State any exceptions to or deviations from the requirements of this RFP and the sample maintenance services agreement. For each exception and/or suggested change, the respondent must include:
 - a. The suggested change in the agreement and suggested rewording of the contractual obligations
 - b. Reasons for submitting the proposed exception or change

APPENDIX D - PRICING PAGE

Proposal Costs - The service charges information is relevant to a determination of whether the cost is fair and reasonable in light of the services to be provided. This section shall include the proposed costs to provide the services as described in your proposal. Any additional costs outside the scope of the agreement must be approved by the OCFA in writing before commencing services for said costs.

The following scenarios provide an example of some repairs that may be requested.

Please complete the tables below. Price includes any labor, supplies, and equipment needed to perform the services as specified. Include all markup and overhead. (Labor must be based on prevailing wage)

Plumbing Maintenance and Repair Services		
Item	Description	Total Cost
1	Replacement of standard height commercial elongated toilet. Labor rate \$_____/HR x Number of Hours _____ Materials cost \$_____	\$
2	Garbage disposal replacement Labor rate \$_____/HR x Number of Hours _____ Materials cost \$_____	\$
3	8" c.c. kitchen faucet replacement Labor rate \$_____/HR x Number of Hours _____ Materials cost \$_____	\$
4	50-gallon gas water heater replacement Labor rate \$_____/HR x Number of Hours _____ Materials cost \$_____	\$
5	100-gallon gas water heater replacement Labor rate \$_____/HR x Number of Hours _____ Materials cost \$_____	\$
6	Replacement of 4" c.c. lav sink faucet Labor rate \$_____/HR x Number of Hours _____ Materials cost \$_____	\$

Please fill in the additional pricing sections for additional consideration. Any request for services estimated at \$2,500 or greater may require informal bidding and a one-time purchase order will be issued with department approval prior to start of work.

Labor per hour - Prevailing Wages Standard Rate: Mon through Fri, 7:00 a.m. to 5:00 p.m. Classification: _____ Classification: _____ Classification: _____	\$_____/Hour \$_____/Hour \$_____/Hour
Labor per hour - Prevailing Wages Overtime Rate: Classification: _____ Classification: _____ Classification: _____	\$_____/Hour \$_____/Hour \$_____/Hour
Video Camera Recording Charge (with media)	\$
Inspection and Calibration (only) of a water meter	\$
Minimum Call Out/Trip charge (if applicable)	\$
Percentage discount off MSRP list price (materials)	_____ %

"PIGGYBACK" CLAUSE. Offeror shall indicate below if he 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.

Term of Offer: It is understood and agreed that this offer may not be withdrawn for a period of **one hundred eighty days** (180) from the Proposal Submittal Deadline, and at no time in case of successful offeror.

No pricing adjustment will be allowed in the first year of the contract.

APPENDIX E - CERTIFICATION OF PROPOSAL

In responding to **RFP RO2172 – Plumbing Maintenance and Repair Services**, 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 has submitted the Party, Participant (Agent) Disclosure Form if applicable.**
- E. The offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
- F. The offeror complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion.

Independent Price Determination: I certify that this offer is made without prior understanding, arrangement, agreement, or connection with any corporation, business 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 Business

Address

City

State

Zip

Signature of Person Authorized to Sign

Date

Printed Name

Title

APPENDIX F

PARTY AND PARTICIPANT DISCLOSURE FORMS

ORANGE COUNTY FIRE AUTHORITY 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 stated on page 15 of this solicitation.

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. (Please see next page for definitions of these terms.)

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 or his or her alternate. 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 or alternate 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 venture(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 or his or her alternate 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 or his/or her alternate during the 12 months preceding the decision on the contract award or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate 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.

A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements¹ for use, including all entitlements for land use, all contracts² (other than competitively bid, labor or personal employment contracts), and all franchises.

- E. 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."

- F. 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 venture(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.
- G. A list of the members and alternates of the Board of Directors is attached.

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

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

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

ORANGE COUNTY FIRE AUTHORITY
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 business 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) or Alternate(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): _____

**ORANGE COUNTY FIRE AUTHORITY
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 or his or her alternate. 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 or alternate may solicit or accept a campaign contribution of more than \$250 from you and/or your agency during this period if the board member or alternate 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 or alternate 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).

If you or your agent have made a contribution of more than \$250 to any board member or alternate during the 12 months preceding the decision in the proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the member or alternate 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:
 - (2) Communicates directly, either in person or in writing, with a board member or alternate of the OCFA or any of its affiliated agencies for the purpose of influencing the member's vote on the proposal;
 - (3) 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
 - (4) 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 or alternates are not aggregated.
5. A list of the members and alternates of the Board of Directors is attached.

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

ORANGE COUNTY FIRE AUTHORITY
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 Business Name: _____

Party's Name: _____

Party's Address: _____

Party's Telephone: _____

Solicitation Title and Number: _____

Date: _____

Signature of Party and/or Agent _____

Board Member(s) or Alternate(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): _____

ORANGE COUNTY FIRE AUTHORITY

Board of Directors

Steven Weinberg, Chairman
Phillip Tsunoda, Director
Rob Johnson, Director
Gerard Goedhart, Director
Jerry McCloskey, Director
Kathryn McCullough, Director
Trish Kelley, Director
Carol Gamble, Director
Sam Allevato, Director
David Sloan, Director
Rick Barnett, Director
Gene Hernandez, Director
Todd Spitzer, Director

Al Murray, Vice Chairman
Elizabeth Swift, Director
Jeffrey Lalloway, Director
Randal Bressette, Director
Noel Hatch, Director
Warren Kusumoto, Director
Chad Wanke, Director
Bob Baker, Director
Roman Reyna, Director
David John Shawver, Director
Tri Ta, Director
Patricia Bates, Director

APPENDIX G**CONTRACTOR'S LICENSING STATEMENT**

The undersigned certifies that the Contractor is licensed in accordance with the laws of the State of California. The successful Contractor and subcontractors are required to hold the State of California Contractor's License(s) and DIR registration as required by SB854. Provide additional contractor's license details if applicable.

Contractor's License No. _____ Class _____ Expiration _____

Department of Industrial Relations (DIR) # _____

Name of Individual Contractor _____

Signature of Owner _____

Business Address _____

If the contractor operates under a partnership provide the name of the firm, name, title and address below.

Name of Firm _____

Business Address _____

Name _____ Title _____

Address _____

Name _____ Title _____

Address _____

If the contractor operates under a corporation, provide the name and address below in addition to the signatures of the President and Secretary.

Name of Corporation _____

Business Address _____

Corporation organized under the laws of the State of California

_____ Signature of the Corporation President

_____ Signature of the Corporation Secretary

Date _____

APPENDIX H

LIST OF SUBCONTRACTORS

Contractor acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the name and location of each subcontractor who will perform work or labor or render service to the contractor in or about the work in an amount in excess of one-half of one percent (0.5%) of contractor's total bid and the kind of work that each will perform. Furthermore, contractor acknowledges and agrees that under Public Contract Code section 4100, et seq., if contractor fails to list as to any portion of work, or if contractor lists more than one subcontractor to perform the same portion of work (i.e. contractor must indicate what portion of the work each subcontractor will perform), contractor must perform that portion itself or be subjected to penalty under applicable law.

If alternate bids are called for and contractor intends to use subcontractors different from or in addition to those subcontractors listed for work under the base bid, contractor must list subcontractors that will perform work in an amount in excess of one half of one percent (0.5%) of contractor's total bid, including alternates.

In case more than one subcontractor is named for the same kind of work, the Contractor is to state the portion of work that each subcontractor will perform. contractors or suppliers of materials only do not need to be listed. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

Listed below is the name of each subcontractor that will perform work, labor, or render services to the undersigned related to the work of this project. This is to include any subcontractor that will specially fabricate and install a portion of work according to detailed drawings contained in the plans and specifications in the amount greater than one half of one percent (.05%) of the contractors total bid.

Subcontractor Name _____	Location _____
Portion of Work/Trade _____	
Bid Amount _____	
Contractor's License Number _____	DIR Number _____
Subcontractor Name _____	Location _____
Portion of Work/Trade _____	
Bid Amount _____	
Contractor's License Number _____	DIR Number _____

APPENDIX I**CERTIFICATION OF NON-DISCRIMINATION BY CONTRACTORS**

Labor Code Section 1735 requires that no discrimination be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex of such persons, except as provided in Government Code Section 12940.

The business listed below certifies that it does not discriminate in its employment with regard to the factors set forth in Labor Code Section 1735; that it is in compliance with all federal, state and local directives and executive orders regarding non-discrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal employment opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all business employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

Business Name _____

Signature _____

Printed Name/Title of Business Representative _____

Date _____

Please include any additional information available regarding equal opportunity employment programs now in effect within your company.

APPENDIX J**DEBARMENT AND SUSPENSION CERTIFICATION****TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29**

The Contractor, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

Business Name _____

Signature _____

Printed Name/Title of Business Representative _____

Date _____

APPENDIX K

PREVAILING WAGE CERTIFICATION

RFP RO2172

Plumbing Maintenance and Repair Services

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hour notice, payroll records, and apprentice and trainee employment requirements, for all Services on the above Project, including, without limitation, the State labor compliance monitoring and enforcement by the Compliance Monitoring Unit of the Department of Industrial Relations, if this Project is subject to a labor compliance.

Date _____

Legal Name of Contractor _____

Signature _____

Print Name _____

Title _____

APPENDIX L

WORKER'S COMPENSATION INSURANCE CERTIFICATION

RFP RO2172

Plumbing Maintenance and Repair Services

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations, a certificate of consent to self- insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Date _____

Legal Name of Contractor _____

Signature _____

Print Name _____

Title _____

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.)

EXHIBIT 1

SAMPLE MAINTENANCE SERVICES AGREEMENT

**ORANGE COUNTY FIRE AUTHORITY
PLUMBING MAINTENANCE AND REPAIR AGREEMENT**

THIS AGREEMENT FOR PLUMBING MAINTENANCE AND REPAIR SERVICES ("Agreement") is made and entered into this _____ day of _____, 2017 ("Effective Date"), by and between the Orange County Fire Authority, a California Joint Powers Authority, hereinafter referred to as "OCFA", and _____, a Corporation, hereinafter referred to as "Contractor". OCFA and Contractor are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties".

RECITALS

A. OCFA requires the services of a qualified contractor to provide plumbing maintenance and repair services at the OCFA Regional Fire Operations and Training Center located at 1 Fire Authority Rd. Irvine, CA 92602.

B. Contractor has submitted to OCFA a proposal to provide such plumbing maintenance and repair services dated _____, as modified by its Best and Final Offer, dated _____, copies of which are maintained on file with the Clerk of the Authority, and both of which are incorporated herein by this reference ("Contractor's Proposal").

C. OCFA desires to retain Contractor to provide such plumbing maintenance and repair services

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, the Parties agree as follows:

AGREEMENT

1. MAINTENANCE SERVICES

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Contractor shall provide those plumbing maintenance and repair services under a fixed-price contract as specified in the Scope of Services, attached hereto as Exhibit "A" (hereinafter, the "Services" or "Work"). Contractor warrants that all plumbing maintenance and repair Services shall be performed in a skillful, competent, professional and satisfactory manner in accordance with all standards prevalent in the same discipline in the State of California. Contractor represents and warrants that it and all of its employees and subcontractors providing any Work or Services under this Agreement shall have sufficient skill and expertise to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the OCFA.

1.2 Contract Documents.

This Agreement shall consist of the following: (1) this Agreement, inclusive of Exhibit "A"; (2) OCFA Request for Proposals Number RO2172 (the "RFP"), and (3) Contractor's Proposal. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) this Agreement, (2nd) the RFP, and (3rd) Contractor's Proposal.

1.3 Compliance with Law.

Contractor shall comply at all times during the term of this Agreement with all laws, ordinances, resolutions, statutes, rules, and regulations of OCFA and any federal, state or local governmental agency of competent jurisdiction. Contractor shall be liable for all violations of such laws, ordinances, resolutions, statutes, rules and regulations in connection with performing the Work and Services. If Contractor performs any Work or Services in violation of such laws, ordinances, resolutions, statutes, rules or regulations, Contractor shall be solely responsible for all penalties and costs arising therefrom. Contractor shall defend, indemnify, and hold OCFA, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, ordinances, resolutions, statutes, rules or regulations.

1.4 Licenses and Permits.

Prior to performing any Services or Work hereunder, Contractor shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Contractor represents and warrants to OCFA that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Contractor to perform the Work and Services under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the Work and Services required by this Agreement, and shall defend, indemnify, and hold the OCFA, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the Services to be performed, (b) has carefully considered how the Services should be performed and has carefully examined the

location or locations at or with respect to where the Services or Work is to be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Contractor represents and maintains that Contractor has or will investigate the site and is or will become fully acquainted with the conditions there existing, prior to the commencement of any Services hereunder. Should the Contractor discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Contractor shall immediately inform OCFA of such fact and shall not proceed with any work except at Contractor's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

Contractor 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.

1.7 Prevailing Wage.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided pursuant to this Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the OCFA, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

2. COMPENSATION

2.1 Maximum Contract Amount.

For the Services rendered pursuant to this Agreement, Contractor shall be compensated and reimbursed, in accordance with the terms set forth in Exhibit "A," in an amount not to exceed \$ _____ (_____ Dollars). The maximum amount of OCFA's payment obligation under this Agreement is the amount specified in this section ("Maximum Contract Amount").

2.2 Method of Payment.

In any month in which Contractor wishes to receive payment, Contractor 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 Contractor for all expenses stated thereon which are approved by OCFA consistent with this Agreement, within thirty (30) days of receipt of Contractor's invoice.

2.3 Changes.

In the event any change or changes in the Work is requested by OCFA, the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional fees for services. An amendment may be entered into, among other things: (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; and/or (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Contractor's profession.

2.4 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.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement. The time for completion of the Services to be performed by Contractor is an essential condition of this Agreement.

3.2 Schedule of Performance.

Contractor shall prosecute regularly and diligently the work of this Agreement according to the time periods specified in Exhibit "A." When requested by Contractor, extensions of the time periods specified in Exhibit "A" may be approved in writing by the Contract Officer; however, OCFA shall not be obligated to grant such an extension.

3.3 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 Contractor (financial inability excepted), including, but not restricted to, acts of God or of a public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the OCFA, if the Contractor, within ten (10) days of the commencement of such condition, notifies the Contract Officer in writing of the causes of the delay. The Contract Officer shall thereupon ascertain the facts and the extent of the delay, and extend the time for performing the Services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against OCFA for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term.

Unless earlier terminated in accordance with Section 8.5 of this Agreement, this Agreement shall commence upon the Effective Date, and shall continue in full force and effect for an initial one-year term ("Initial Term"). Thereafter, at the sole option of the OCFA, the Agreement may be extended for up to four additional one-year renewal terms. Following the Initial Term, and prior to any subsequent renewal term, the Contractor may increase the annual cost of Services. In no event, however, shall an increase in annual cost of Services exceed current prices plus three (3) percent per year or the percentage increase in the Consumer Price Index-Urban (CPI-U) for the immediately preceding 12-month period, whichever is lower.

4. COORDINATION OF WORK

4.1 Representative of Contractor.

The following principal of the Contractor is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the Services to be performed under this Agreement and make all decisions in connection therewith: _____

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 Contractor and devoting sufficient time to personally supervise the Services performed hereunder. The foregoing principal may not be changed by Contractor without the express written approval of the Contract Officer.

4.2 Contract Officer.

The Contract Officer shall be Steve Klein, unless otherwise designated in writing by OCFA. It shall be the Contractor's responsibility to keep the Contract Officer fully informed of the progress of the performance of the Services and Contractor shall refer any decisions that must be made by OCFA to the Contract Officer. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the OCFA required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees, were a substantial inducement for OCFA to enter into this Agreement. Therefore, Contractor 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. If Contractor is permitted to subcontract any part of this Agreement by OCFA, Contractor 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. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and OCFA. All persons engaged in the Work will be considered employees of Contractor. OCFA will deal directly with and will make all payments to Contractor. In addition, neither this Agreement nor any interest herein may be assigned, transferred, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of OCFA. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Contractor or any surety of Contractor from any liability hereunder without the express written consent of OCFA.

4.4 Independent Contractor.

A. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Contractor, or any of its personnel, an OCFA employee. During the performance of this Agreement, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as OCFA officers or employees. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither OCFA nor any of its officials, officers, employees, agents or volunteers shall

have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees or agents, shall not maintain a permanent office or fixed business location at OCFA's offices. OCFA shall have no voice in the selection, discharge, supervision, or control of Contractor's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service. Contractor shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. OCFA shall not in any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor.

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

C. No OCFA benefits shall be available to Contractor, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Contractor as provided for in this Agreement, OCFA shall not pay salaries, wages, or other compensation to Contractor for the performance of any Work or Services under this Agreement. OCFA shall not be liable for compensation or indemnification to Contractor, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the OCFA has financial obligations, other than pursuant to Section 2 herein, of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, representatives, agents, or subconsultants or subcontractors, Contractor shall defend, indemnify, and hold harmless OCFA from and against all such financial obligations.

4.5 PERS Eligibility Indemnification.

A. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing any Work or Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employee Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the OCFA, Contractor shall indemnify, defend, and hold harmless OCFA for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the OCFA.

B. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing any Work or Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any

compensation, benefit, or any incident of employment by OCFA, including but not limited to eligibility to enroll in PERS as an employee of OCFA and entitlement to any contribution to be paid by OCFA for employer contribution and/or employee contributions for PERS benefits.

5. INSURANCE

5.1 Compliance with Insurance Requirements.

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

5.2 Types of Insurance Required.

As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Contractor shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

A. Commercial General Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance written on an occurrence basis with limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the general aggregate, and one million dollars (\$1,000,000.00) for products and completed operations. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

B. Automobile Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury and property damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles.

C. Workers' Compensation Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Contractor 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 to require each of its subconsultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

5.3 Acceptability of Insurers.

Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer) listed on the State of California List of Eligible Surplus Lines Insurers (LESLI), by the latest edition of A.M. Best's Key Rating Guide, except that the OCFA will accept workers' compensation insurance from the State Compensation Fund. In the event the OCFA determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the OCFA, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the OCFA. Contractor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

5.4 Insurance Endorsements.

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

A. The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to provide the following:

(i) Additional Insured: The OCFA, its officials, officers, employees, agents and volunteers, shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement; and

(ii) Additional Insured Endorsements: Additional insured endorsements shall not (1) be restricted to "ongoing operations", (2) exclude

“contractual liability”, (3) restrict coverage to “sole” liability of Contractor, or (4) contain any other exclusions contrary to the Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(iii) Notice: The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days’ prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the OCFA. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Consultant’s failure to pay the insurance premium, the notice provided to OCFA shall be by ten (10) days’ prior written notice.

B. For all policies of Commercial General Liability Insurance, Contractor shall provide endorsements for ongoing operations and completed operations to effectuate this requirement.

5.5 Deductibles and Self-Insured Retentions.

Any deductible or self-insured retention must be approved in writing by the OCFA in advance and shall protect the OCFA, its officials, officers, employees, agents and volunteers, in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

5.6 Primary and Non-Contributing Insurance.

All policies of Commercial General Liability Insurance and Automobile Liability Insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the 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.

5.7 Waiver of Subrogation.

All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the OCFA, its officials, officers, employees, agents and volunteers, or shall specifically allow Contractor or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Contractor hereby agrees to waive its own right of recovery against the OCFA, its officials, officers, employees, agents and volunteers, and Contractor hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

5.8 Evidence of Coverage.

Concurrently with the execution of this Agreement, Contractor shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the OCFA. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the OCFA evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. Contractor shall promptly furnish, at OCFA's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents OCFA requires to verify coverage.

5.9 Requirements Not Limiting.

Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

5.10 Enforcement of Agreement (Non-Estoppel).

Contractor acknowledges and agrees that actual or alleged failure on the part of the OCFA to inform Contractor of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the OCFA nor does it waive any rights hereunder.

5.11 Insurance for Subconsultants.

Contractor shall include all subconsultants or subcontractors engaged in any Work or Services for Contractor relating to this Agreement as additional insureds under the Contractor's insurance policies, or Contractor shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the OCFA, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by Contractor's subconsultants or subcontractors performing any Work or Services related to this Agreement shall be endorsed to name

the OCFA, its officials, officers, employees, agents and volunteers, as additional insureds. Contractor shall not allow any subconsultant or subcontractor to commence any Work or Services relating to this Agreement unless and until it has received satisfactory evidence of their compliance with all insurance requirements under this Agreement, to the extent applicable. Contractor agrees to provide satisfactory evidence of compliance with this subsection upon request of the OCFA.

5.12 Other Insurance Requirements.

The following terms and conditions shall apply to the insurance policies required of Contractor pursuant to this Agreement:

A. Contractor shall provide immediate written notice to OCFA if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

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

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

D. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Work. It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

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

F. Contractor agrees to provide immediate written notice to OCFA of any claim, demand or loss against Contractor arising out of the Work or

Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

6. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense with legal counsel reasonably acceptable to OCFA), indemnify and hold the OCFA, its officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officers, directors, employees, subcontractors, Contractors or agents, in connection with Contractor's performance under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent that the Work or Services performed by Contractor are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the OCFA, its officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused in part by the sole negligence or willful misconduct of the OCFA.

7. RECORDS AND REPORTS

7.1 Reports.

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

7.2 Records.

Contractor shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Contractor shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records. Contractor shall maintain

such books and records in accordance with generally accepted accounting principles and shall clearly identify and retain the same for a period of three (3) years from the date of final payment by OCFA hereunder.

7.3 Ownership of Documents.

All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subconsultants, subcontractors and agents in the performance of this Agreement shall be the property of OCFA and shall be delivered to OCFA upon request of the Contract Officer or upon the termination of this Agreement, and Contractor 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. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. Contractor shall ensure that all of its subconsultants and subcontractors shall provide for assignment to OCFA of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify OCFA for all damages resulting therefrom.

7.4 Release of Documents.

All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subconsultants, subcontractors and agents in the performance of Services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

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 Contractor 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 Contractor. 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 Contractor, except that where termination is due to the fault of the Contractor 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, Contractor shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter.

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

8.6 Termination for Default of Contractor.

A. Contractor's failure to comply with any provision of this Agreement shall constitute a default.

B. If the Contract Officer, determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Contractor in writing of such default. Contractor shall have ten (10) days, or such longer period as OCSD may designate, to cure the default by rendering satisfactory performance. In the event Contractor fails to cure its default within such period of time, OCSD shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which OCSD may be entitled at law, in equity, or under this Agreement. Contractor shall be liable for any and all reasonable costs incurred by OCSD as a result of such default. Compliance with the provisions of this section shall not constitute a

waiver of any OCSD right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit OCSD's right to terminate this Agreement without cause pursuant to Section 8.5.

C. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, OCSD may, after compliance with the provisions of Section 8.6(B), take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the OCSD shall use reasonable efforts to mitigate such damages), and OCSD may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the OCSD as previously stated. The withholding or failure to withhold payments to Contractor shall not limit Contractor's liability for completion of the Services as provided herein.

8.7 Attorneys' Fees.

In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys' fees, expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

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 Contractor, 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 Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Covenant Against Discrimination.

Contractor 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, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, age, national origin, or ancestry. Contractor shall take affirmative action to insure that applicants and employees are

treated without regard to their race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

10.1 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.

To OCFA:

Orange County Fire Authority
Attention: Steve Klein
1 Fire Authority Road
Irvine, CA 92602

To Contractor:

10.2 Entire Agreement.

This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

10.3 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.

10.4 Successors in Interest.

This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.5 Third Party Beneficiary.

Nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

10.6 Recitals.

The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.7 Survival.

Any responsibility of Contractor for warranties, insurance, indemnity, record-keeping or compliance with laws with respect to this Agreement shall not be invalidated due to the expiration or termination of this Agreement.

10.8 Corporate Authority.

Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he/she is signing is bound.

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

“OCFA”

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____
Debbie Casper, Purchasing Manager

“CONTRACTOR”

Date: _____

By: _____

EXHIBIT A

DRAFT

ORANGE COUNTY FIRE AUTHORITY PLUMBING MAINTENANCE AND REPAIR AGREEMENT

THIS AGREEMENT FOR PLUMBING MAINTENANCE AND REPAIR SERVICES ("Agreement") is made and entered into this _____ day of March, 2017 ("Effective Date"), by and between the Orange County Fire Authority, a California Joint Powers Authority, hereinafter referred to as "OCFA", and Pacific Plumbing of Santa Ana, a Corporation, hereinafter referred to as "Contractor". OCFA and Contractor are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties".

RECITALS

A. OCFA requires the services of a qualified contractor to provide plumbing maintenance and repair services at the OCFA Regional Fire Operations and Training Center and Fire Stations.

B. Contractor has submitted to OCFA a proposal to provide such plumbing maintenance and repair services dated January 4, 2017, a copy of which is maintained on file with the Clerk of the Authority, and is incorporated herein by this reference ("Contractor's Proposal").

C. OCFA desires to retain Contractor to provide such plumbing maintenance and repair services

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, the Parties agree as follows:

AGREEMENT

1. MAINTENANCE SERVICES

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Contractor shall provide those plumbing maintenance and repair services under a fixed-price contract as specified in the Scope of Services, attached hereto as Exhibit "A" (hereinafter, the "Services" or "Work"). Contractor warrants that all plumbing maintenance and repair Services shall be performed in a skillful, competent, professional and satisfactory manner in accordance with all standards prevalent in the same discipline in the State of California. Contractor represents and warrants that it and all of its employees and subcontractors providing any Work or Services under this Agreement shall have sufficient skill and expertise to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the OCFA.

1.2 Contract Documents.

This Agreement shall consist of the following: (1) this Agreement, inclusive of Exhibit "A"; (2) OCFA Request for Proposals Number RO2172 (the "RFP"), and (3) Contractor's Proposal. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) this Agreement, (2nd) the RFP, and (3rd) Contractor's Proposal.

1.3 Compliance with Law.

Contractor shall comply at all times during the term of this Agreement with all laws, ordinances, resolutions, statutes, rules, and regulations of OCFA and any federal, state or local governmental agency of competent jurisdiction. Contractor shall be liable for all violations of such laws, ordinances, resolutions, statutes, rules and regulations in connection with performing the Work and Services. If Contractor performs any Work or Services in violation of such laws, ordinances, resolutions, statutes, rules or regulations, Contractor shall be solely responsible for all penalties and costs arising therefrom. Contractor shall defend, indemnify, and hold OCFA, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, ordinances, resolutions, statutes, rules or regulations.

1.4 Licenses and Permits.

Prior to performing any Services or Work hereunder, Contractor shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Contractor represents and warrants to OCFA that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Contractor to perform the Work and Services under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the Work and Services required by this Agreement, and shall defend, indemnify, and hold the OCFA, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the Services to be performed, (b) has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where the Services or Work is to be

performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Contractor represents and maintains that Contractor has or will investigate the site and is or will become fully acquainted with the conditions there existing, prior to the commencement of any Services hereunder. Should the Contractor discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Contractor shall immediately inform OCFA of such fact and shall not proceed with any work except at Contractor's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

Contractor 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.

1.7 Prevailing Wage.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided pursuant to this Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the OCFA, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

2. COMPENSATION

2.1 Maximum Contract Amount.

For the Services rendered pursuant to this Agreement, Contractor shall be compensated and reimbursed, in accordance with the terms set forth in Exhibit "A," in an amount not to exceed \$ 100,000 (One Hundred Thousand Dollars). The maximum amount of OCFA's payment obligation under this Agreement is the amount specified in this section ("Maximum Contract Amount").

2.2 Method of Payment.

In any month in which Contractor wishes to receive payment, Contractor 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 Contractor for all expenses stated thereon which are approved by OCFA consistent with this Agreement, within thirty (30) days of receipt of Contractor's invoice.

2.3 Changes.

In the event any change or changes in the Work is requested by OCFA, the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional fees for services. An amendment may be entered into, among other things: (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; and/or (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Contractor's profession.

2.4 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.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement. The time for completion of the Services to be performed by Contractor is an essential condition of this Agreement.

3.2 Schedule of Performance.

Contractor shall prosecute regularly and diligently the work of this Agreement according to the time periods specified in Exhibit "A." When requested by Contractor, extensions of the time periods specified in Exhibit "A" may be approved in writing by the Contract Officer; however, OCFA shall not be obligated to grant such an extension.

3.3 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 Contractor (financial inability excepted), including, but not restricted to, acts of God or of a public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the OCFA, if the Contractor, within ten (10) days of the commencement of such condition, notifies the Contract Officer in writing of the causes of the delay. The Contract Officer shall thereupon ascertain the facts and the extent of the delay, and extend the time for performing the Services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against OCFA for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term.

Unless earlier terminated in accordance with Section 8.5 of this Agreement, this Agreement shall commence upon the Effective Date, and shall continue in full force and effect for an initial one-year term ("Initial Term"). Thereafter, at the sole option of the OCFA, the Agreement may be extended for up to four additional one-year renewal terms. Following the Initial Term, and prior to any subsequent renewal term, the Contractor may increase the annual cost of Services. In no event, however, shall an increase in annual cost of Services exceed current prices plus three (3) percent per year or the percentage increase in the Consumer Price Index-Urban (CPI-U) for the immediately preceding 12-month period, whichever is lower.

4. COORDINATION OF WORK

4.1 Representative of Contractor.

The following principal of the Contractor is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the Services to be performed under this Agreement and make all decisions in connection therewith: Jim Bette

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 Contractor and devoting sufficient time to personally supervise the Services performed hereunder. The foregoing principal may not be changed by Contractor without the express written approval of the Contract Officer.

4.2 Contract Officer.

The Contract Officer shall be Steve Klein, unless otherwise designated in writing by OCFA. It shall be the Contractor's responsibility to keep the Contract Officer fully informed of the progress of the performance of the Services and Contractor shall refer any decisions that must be made by OCFA to the Contract Officer. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the OCFA required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees, were a substantial inducement for OCFA to enter into this Agreement. Therefore, Contractor 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. If Contractor is permitted to subcontract any part of this Agreement by OCFA, Contractor 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. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and OCFA. All persons engaged in the Work will be considered employees of Contractor. OCFA will deal directly with and will make all payments to Contractor. In addition, neither this Agreement nor any interest herein may be assigned, transferred, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of OCFA. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Contractor or any surety of Contractor from any liability hereunder without the express written consent of OCFA.

4.4 Independent Contractor.

A. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Contractor, or any of its personnel, an OCFA employee. During the performance of this Agreement, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as OCFA officers or employees. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither OCFA nor any of its officials, officers, employees, agents or volunteers shall

have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees or agents, shall not maintain a permanent office or fixed business location at OCFA's offices. OCFA shall have no voice in the selection, discharge, supervision, or control of Contractor's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service. Contractor shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. OCFA shall not in any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor.

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

C. No OCFA benefits shall be available to Contractor, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Contractor as provided for in this Agreement, OCFA shall not pay salaries, wages, or other compensation to Contractor for the performance of any Work or Services under this Agreement. OCFA shall not be liable for compensation or indemnification to Contractor, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the OCFA has financial obligations, other than pursuant to Section 2 herein, of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, representatives, agents, or subconsultants or subcontractors, Contractor shall defend, indemnify, and hold harmless OCFA from and against all such financial obligations.

4.5 OCERS and PERS Eligibility Indemnification.

A. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing any Work or Services under this Agreement claims or is determined by a court of competent jurisdiction or the Orange County Employees Retirement System (OCERS) or the California Public Employee Retirement System (PERS) to be eligible for enrollment in OCERS or PERS as an employee of the OCFA, Contractor shall indemnify, defend, and hold harmless OCFA for the payment of any employee and/or employer contributions for OCERS or PERS benefits on behalf of Contractor or its employees, agents or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the OCFA.

B. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing any Work or Services under this Agreement shall

not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by OCFA, including but not limited to eligibility to enroll in OCERS or PERS as an employee of OCFA and entitlement to any contribution to be paid by OCFA for employer contribution and/or employee contributions for OCERS or PERS benefits.

5. INSURANCE

5.1 Compliance with Insurance Requirements.

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

5.2 Types of Insurance Required.

As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Contractor shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

A. Commercial General Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance written on an occurrence basis with limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the general aggregate, and one million dollars (\$1,000,000.00) for products and completed operations. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

B. Automobile Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury and property damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles.

C. Workers' Compensation Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Contractor 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 to require each of its subconsultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

5.3 Acceptability of Insurers.

Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer) listed on the State of California List of Eligible Surplus Lines Insurers (LESLI), by the latest edition of A.M. Best's Key Rating Guide, except that the OCFA will accept workers' compensation insurance from the State Compensation Fund. In the event the OCFA determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the OCFA, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the OCFA. Contractor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

5.4 Insurance Endorsements.

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

A. The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to provide the following:

(i) Additional Insured: The OCFA, its officials, officers, employees, agents and volunteers, shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement; and

(ii) Additional Insured Endorsements: Additional insured endorsements shall not (1) be restricted to "ongoing operations", (2) exclude

“contractual liability”, (3) restrict coverage to “sole” liability of Contractor, or (4) contain any other exclusions contrary to the Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(iii) Notice: The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days’ prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the OCFA. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Consultant’s failure to pay the insurance premium, the notice provided to OCFA shall be by ten (10) days’ prior written notice.

B. For all policies of Commercial General Liability Insurance, Contractor shall provide endorsements for ongoing operations and completed operations to effectuate this requirement.

5.5 Deductibles and Self-Insured Retentions.

Any deductible or self-insured retention must be approved in writing by the OCFA in advance and shall protect the OCFA, its officials, officers, employees, agents and volunteers, in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

5.6 Primary and Non-Contributing Insurance.

All policies of Commercial General Liability Insurance and Automobile Liability Insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the 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.

5.7 Waiver of Subrogation.

All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the OCFA, its officials, officers, employees, agents and volunteers, or shall specifically allow Contractor or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Contractor hereby agrees to waive its own right of recovery against the OCFA, its officials, officers, employees, agents and volunteers, and Contractor hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

5.8 Evidence of Coverage.

Concurrently with the execution of this Agreement, Contractor shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the OCFA. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the OCFA evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. Contractor shall promptly furnish, at OCFA's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents OCFA requires to verify coverage.

5.9 Requirements Not Limiting.

Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

5.10 Enforcement of Agreement (Non-Estoppel).

Contractor acknowledges and agrees that actual or alleged failure on the part of the OCFA to inform Contractor of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the OCFA nor does it waive any rights hereunder.

5.11 Insurance for Subconsultants.

Contractor shall include all subconsultants or subcontractors engaged in any Work or Services for Contractor relating to this Agreement as additional insureds under the Contractor's insurance policies, or Contractor shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the OCFA, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by Contractor's subconsultants or subcontractors performing any Work or Services related to this Agreement shall be endorsed to name

the OCFA, its officials, officers, employees, agents and volunteers, as additional insureds. Contractor shall not allow any subconsultant or subcontractor to commence any Work or Services relating to this Agreement unless and until it has received satisfactory evidence of their compliance with all insurance requirements under this Agreement, to the extent applicable. Contractor agrees to provide satisfactory evidence of compliance with this subsection upon request of the OCFA.

5.12 Other Insurance Requirements.

The following terms and conditions shall apply to the insurance policies required of Contractor pursuant to this Agreement:

A. Contractor shall provide immediate written notice to OCFA if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

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

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

D. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Work. It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

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

F. Contractor agrees to provide immediate written notice to OCFA of any claim, demand or loss against Contractor arising out of the Work or

Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

6. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense with legal counsel reasonably acceptable to OCFA), indemnify and hold the OCFA, its officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officers, directors, employees, subcontractors, Contractors or agents, in connection with Contractor's performance under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent that the Work or Services performed by Contractor are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the OCFA, its officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused in part by the sole negligence or willful misconduct of the OCFA.

7. RECORDS AND REPORTS

7.1 Reports.

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

7.2 Records.

Contractor shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Contractor shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records. Contractor shall maintain

such books and records in accordance with generally accepted accounting principles and shall clearly identify and retain the same for a period of three (3) years from the date of final payment by OCFA hereunder.

7.3 Ownership of Documents.

All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subconsultants, subcontractors and agents in the performance of this Agreement shall be the property of OCFA and shall be delivered to OCFA upon request of the Contract Officer or upon the termination of this Agreement, and Contractor 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. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. Contractor shall ensure that all of its subconsultants and subcontractors shall provide for assignment to OCFA of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify OCFA for all damages resulting therefrom.

7.4 Release of Documents.

All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subconsultants, subcontractors and agents in the performance of Services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

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 Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Waiver.

No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of OCFA shall be deemed to waive or render unnecessary OCFA's consent to or approval of any subsequent act of Contractor. 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 Contractor, except that where termination is due to the fault of the Contractor 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, Contractor shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter.

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

8.6 Termination for Default of Contractor.

A. Contractor's failure to comply with any provision of this Agreement shall constitute a default.

B. If the Contract Officer, determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Contractor in writing of such default. Contractor shall have ten (10) days, or such longer period as OCSD may designate, to cure the default by rendering satisfactory performance. In the event Contractor fails to cure its default within such period of time, OCSD shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which OCSD may be entitled at law, in equity, or under this Agreement. Contractor shall be liable for any and all reasonable costs incurred by OCSD as a result of such default. Compliance with the provisions of this section shall not constitute a

waiver of any OCSD right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit OCSD's right to terminate this Agreement without cause pursuant to Section 8.5.

C. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, OCSD may, after compliance with the provisions of Section 8.6(B), take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the OCSD shall use reasonable efforts to mitigate such damages), and OCSD may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the OCSD as previously stated. The withholding or failure to withhold payments to Contractor shall not limit Contractor's liability for completion of the Services as provided herein.

8.7 Attorneys' Fees.

In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys' fees, expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

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 Contractor, 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 Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Covenant Against Discrimination.

Contractor 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, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, age, national origin, or ancestry. Contractor shall take affirmative action to insure that applicants and employees are

treated without regard to their race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

10.1 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.

To OCFA:

Orange County Fire Authority
Attention: Steve Klein
1 Fire Authority Road
Irvine, CA 92602

To Contractor:

Pacific Plumbing of Santa Ana
Attention: Jim Bette
615 E. Washington Ave.
Santa Ana, CA 92702

10.2 Entire Agreement.

This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

10.3 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.

10.4 Successors in Interest.

This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.5 Third Party Beneficiary.

Nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

10.6 Recitals.

The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.7 Survival.

Any responsibility of Contractor for warranties, insurance, indemnity, record-keeping or compliance with laws with respect to this Agreement shall not be invalidated due to the expiration or termination of this Agreement.

10.8 Corporate Authority.

Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he/she is signing is bound.

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

"OCFA"

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____

Jeff Bowman, Fire Chief

APPROVED AS TO FORM.

ATTEST:

By: _____

DAVID E. KENDIG
GENERAL COUNSEL

Sherry A.F. Wentz
Clerk of the Board

Date: _____

"CONTRACTOR"

PACIFIC PLUMBING OF SANTA ANA

Date: 3/20/17

By: _____


Jim Bette, Service Manager

EXHIBIT A

SCOPE OF WORK

OCFA currently has a centralized Property Management Section responsible for the maintenance and repair of its headquarters and fire stations. The purpose of this Request for Proposals is to establish a contract for plumbing maintenance and repair services on an as needed basis. The successful contractor will provide plumbing maintenance and repair services including all personnel, labor, supervision, materials, tools and equipment required to maintain and repair plumbing systems of OCFA's seventy-two (72) fire stations and the RFOTC. The list of Fire Stations and addresses are provided as Attachment A.

The intent of these Specifications is to describe the repairs and maintenance requirements in general terms. The detailed specifications required will be based on the particular requirements at the time that a given job, and be judged based on those requirements. OCFA will consider value-engineering suggestions from Contractor and may accept alternates recommended if they provide equal or better functionality, durability, and cost effectiveness; however, OCFA, in its sole discretion, may require specific manufacturers and model numbers for any given job.

The following is a partial list of items or issues that may need attention:

- All piping for plumbing, water, waste, floor drains, drain grates, supply leader, soil pipe, grease traps, sewage and vent lines. Sewage shall include all sewers with metallic or non-metallic pipe used inside property lines.
- All piping for water filters, water softeners, water meters and the setting of same.
- All cold, hot and circulating water lines piping for house pumps, cellar drainers, ejectors, house tanks, pressure tanks, solar systems, display fountains, drinking fountains, plumbing fixtures and appliances, and the handling and setting of the above-mentioned equipment.
- All water services from mains to buildings, including water meters and water meter foundations.
- Wall water mains from whatever source, including branches and fire hydrants, etc.
- All down spouts and drainage areas, soil pipe, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks, etc. This includes all storm drain piping inside property lines.
- All equipment in bath and washrooms, shower stalls, etc.
- All bathroom, toilet room, and shower room accessories, i.e., towel racks, paper holders, glass shelves, hooks, mirrors, cabinets, etc.
- All lawn sprinkler work, including piping, fitting, and lawn sprinkler heads.
- All piping for hydraulic, vacuum, pneumatic, air, water, steam, oil or gas equipment.
- All piping for power, or heating purposes, either by water, air, steam, gas, oil, chemicals, or any other method.
- All air piping of every description.
- All temporary piping of every description in connection with building and construction work, excavating and underground construction.
- The operating, maintenance, repairing, servicing and dismantling of all work installed by journeymen plumbers and/or pipe fitters.

Additional services other than those listed may be requested by OCFA Property Management during the contract term. Any additional services added to the contract are to be provided at the same time and material prices offered in the proposal.

Services not detailed in this scope, are not to be performed unless they are requested, provided a project number and authorized by OCFA. All additional work must be documented, signed by OCFA Property Management. Additional work is to be billed at the hourly rate provided in the proposal.

All offerors providing services will have the competency, relevant experience, knowledge, and reliability which qualify the individual(s) to successfully provide the required supplies and services requested in this RFP.

MINIMUM QUALIFICATIONS

- 1) Contractor must be skilled and regularly engaged in the general class or type of work called for under the contract. The successful contractor must also have no less than five (5) years of experience in providing plumbing maintenance and repair services.
- 2) Contractor must possess a valid California **C-36** Contractor's license at the time of proposal submission, pursuant to California Public Contract Code Section 3300 and Business and Professions Code Section 7028.15. The respondent must be licensed as a contractor in accordance with the provisions of California Business and Professions Code Chapter 9, Article 5 Licensing 7065-7077. The successful contractor must maintain the license throughout the duration of this contract.
- 3) Pursuant to SB854, and Labor Code Section 1725.5 contractor must be registered with the Department of Industrial Relations (DIR).

The offeror must state specifically in the descriptive narrative or other supporting documents how the offeror meets the minimum qualifications specified above.

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

SPECIFIC REQUIREMENTS – GENERAL RESPONSIBILITIES OF SUCCESSFUL CONTRACTOR

Performance Requirements:

Contractor must provide trained and experienced personnel. Supervisors must be qualified, proficient in English, trained and capable of providing adequate supervision and direction to Contractors' employees and must demonstrate verbal and written communication skills sufficient for the work required herein.

All work must be done per specifications, according to all applicable and acceptable industry standards as it relates to each trade, of the highest quality workmanship commensurate with the required work, and completed by the time required. Contractor personnel must wear uniforms, furnished by the Contractor with the Contractor's name and/or logo, and employee name at all times during the performance of the work at the RFOTC.

Contractor must provide their own telephones. The use of OCFA telephones and radios are prohibited except under emergency circumstances for medical aid, fire, or safety.

Contractor must furnish and maintain at its own expense, an adequate stock of materials/supplies, parts, all equipment and tools to perform the specified work and provide a timely service. All supplies, labor, vehicles and equipment must be compliant with the specifications, terms and provisions set forth herein and shall be subject to random, unannounced inspection by OCFA.

Any additional work performed on an hourly basis, separate from the contract will require a daily time sheet signed by OCFA Property Management Facilities Manager or designated representative.

OCFA will not provide office or storage space for the Contractor's supplies, vehicles or equipment.

Repair Request Procedure:

During regular working hours, the facility requesting service will contact the Property Management Section and place a service call. The request for service will be logged and staff will then contact the contractor and provide:

- Location (site name and address)
- Nature of the problem
- Name of on-site contact person
- Phone number of on-site contact person

After regular hours, weekends, and holidays, the Battalion Chief or Section Manager will give the station personnel the authorization to place a service call to the Contractor and advise OCFA Property Management that a call was placed as an emergency so the request can be logged and a number provided to the Contractor.

The contractor, under both circumstances, may call the site with the problem and obtain any additional information it deems necessary and to provide an anticipated arrival time of the service technician.

(Note: A portion of the fire stations are staffed with volunteers that have no permanent personnel on the site, while others are staffed with 24-hour permanent personnel. It is essential to coordinate the arrival of the service technician with fire personnel.)

Service Call Procedure:

Upon arrival at each site, the Contractor shall complete the following:

- Sign in on the station log (at all fire stations)
- Check in with the Station Captain, if available
- Evaluate the specific materials and labor required to complete the repair
- Develop an estimate of the expected costs (if possible)
- Develop potential alternatives with costs, in the case of repair vs. replacement

- Advise Property Management by telephone of the cost of repairs and other work PRIOR to proceeding with the work.
- Contractor will proceed with work after authorization is received from Property Management
- Complete all work in accordance with the estimate

Contractor must prepare service call report detailing the work performed, obtain the signature of the Station Captain on the report (if available), and leave a copy of the report at the site. That report must at least contain the following: Time of arrival, time of departure, brief summary of repair request, detailed summary of the work performed, summary of any additional work required or recommended.

Contractor must advise Property Management if any additional work is required and when the Contractor will return to perform the work.

If urgent repairs are needed, Contractor will advise Property Management, by telephone, with an estimate of repairs and other work prior to proceeding with the work.

Contractor must contact Property Mgmt. to obtain additional authorization when the repair work is expected to exceed the original estimate by more than 10%.

Service Requirements:

A. General

- Note that per the Business and Professions Code ss. 7059: "In no case shall the...[Contractor] whose classification constitutes less than a majority of the project [perform the project unless]...the performance of the work in the crafts or trades, other than in which [Contractor] is licensed, is incidental and supplemental to the performance of the work in the craft for which the [Contractor] is licensed....All work to be performed outside of [Contractor's] license specialty, except work authorized by [the aforementioned], shall be performed by a licensed subcontractor..."
- Perform all work in accordance with the latest editions or addenda of the following applicable codes, standards and specifications.
- Perform all work according to all applicable industry-standards and to the highest quality commensurate with the required work.
- Ensure that all work is done only by experienced and professional personnel.
- Provide everything necessary to complete the repairs and maintenance work including but not limited to labor, equipment, materials, consumables, etc.
- Ensure that all work properly and neatly fits the adjacent existing materials.
- Perform work according to any applicable manufacturer's specifications.
- Provide a 24/7 call number for emergency repair work.
- Respond in the time required.
- Remove and properly dispose of any to-be-replaced materials.
- Provide all documentation, altered diagrams, updated or new manuals, and the like within seven calendar days after the repairs have been affected. (as applicable)

B. Repairs

- a. Diagnose and recommend an appropriate solution to remedy the damage or defect according to all applicable manufacturers' specifications, Standard Specifications for Public Works Construction, and industry standard practices.
- b. Provide an estimate of the repair costs at the hourly rates and materials amounts.
- c. Make approved repairs as soon as possible, but only after department so authorizes.
- d. Verify work has been completed properly and adjacent work is not affected.

Technical Requirements

A. General

- a. The work required hereunder is based on the California Department of Consumer Affairs Contractors State License Board (CSLB). Any changes made by the CSLB automatically apply to the license classifications listed below.

Plumbing Work

i. C-36 – Plumbing Contractor

A plumbing contractor provides a means for a supply of safe water, ample in volume and of suitable temperature for the purpose intended and the proper disposal of fluid waste from the premises in all structures and fixed works. This classification includes but is not limited to:

- (a) Complete removal of waste from the premises or the construction and connection of on-site waste disposal systems;
- (b) Piping, storage tanks and venting for a safe and adequate supply of gases and liquids for any purpose, including vacuum, compressed air and gases for medical, dental, commercial and industrial uses;
- (c) All gas appliances, flues and gas connections for all systems including suspended space heating units. This does not include forced warm air units;
- (d) Water and gas piping from the property owner's side of the utility meter to the structure or fixed works;
- (e) Installation of any type of equipment to heat water, or fluids, to a temperature suitable for the purposes listed in this section, including the installation of solar equipment for this purpose; and
- (f) The maintenance and replacement of all items described above and all health and safety devices such as, but not limited to, gas earthquake valves, gas control valves, back flow preventors, water conditioning equipment and regulating valves.

B. Subcontractors

- a. The majority of the work as required herein and at the time the work is requested must be done by the awarded Contractor.
- b. The work may not be subcontracted or sublet to another contractor unless the contractor has been listed on the Subcontractor List or a substitution of that contractor has been approved by Property Management in advance of any scheduled or actual work.
- c. Subcontractor(s) must meet all insurance requirements of the prime contractor as listed on pages 22 – 24.

C. Specialized Equipment

- a. Provide all equipment necessary to facilitate the work required herein at Contractor's sole expense.
- b. Provide the necessary safety equipment.
- c. Ensure that you have accurately and completely determined the actual types of equipment well in advance of the work to be performed.

D. Specific Work for Repairs

a. Repairing

- ii. Make necessary repairs to ensure that equipment, components or fixtures are operating properly and according to the manufacturer's specifications.
- iii. Ensure that any items used to make repairs meet or better the original manufacturer (OEM) specifications.
- iv. Coordinate the repairs and times with Property Management.

b. Reporting

- i. Provide verbal reports to Property Management as necessary to facilitate the work required herein.
- ii. Provide written reports, along with warranties of installed products (outside of products provided by OCFA), to Property Management with the invoice for completed work, which must contain, but not limited to the following:
 - 1. Location number/address serviced.
 - 2. Facility generated Work Order(s)
 - 3. Date and time Location was serviced.
 - 4. Types of and Quantities materials used and/or replaced.
 - 5. Potential Hazards at and around the Locations.
 - 6. Proposed alternate products that are cost-effective, energy efficient, and or have environmental advantages.
 - 7. Failure to provide the written report with the invoice will suspend any related payments by the number of days until the report is received.
 - 8. Failure to complete the required replacements will suspend any related payments by the number of days until the work is received.

E. Specific Work for Preventative Maintenance

a. Service Inspections

- i. Tour all designated work areas with Property Management to review and document items requiring corrective action.
- ii. If needed, perform the above prior to the start of any work, during other scheduled times provided by Property Management.
- iii. Make all required remedies to any work deficiencies as soon as practicably possible, but in no event greater than three business days after receipt of notification from OCFA.

b. Replacing Materials

- i. Replace materials only with same item as being replaced.
- ii. If alternative materials are being proposed, use the most energy-efficient, cost-effective, and replacements that have environmental advantages and that exhibit the same performance characteristics as the item being replaced. All such proposed replacements must be reviewed in advance of their replacements by Property Management prior to such replacements; then, only after approval will such replacements be permitted.
- iii. Dispose of any materials used in the course of completing scope of work properly, and in accordance to all governing agencies at contractor sole expense. This includes manifesting and chain of custody if required based on the nature of work being provided.

Performance Hours:

All work must be coordinated with OCFA Property Management unless otherwise specified.

The Contractor must conduct the work at all times in a manner which will not interfere with normal OCFA operations.

Quality Control:

All items furnished must be new, of good workmanship, in full accordance with the specifications, and free of defects. Items will be subject to inspection by the OCFA. If any product or service delivered shows evidence of shipping damage or defects, does not meet applicable specifications, or does not perform to the standards represented by the supplier, the OCFA shall reject same. Supplier will refund money which has been paid and bear all costs of removal and return of the products. Unless otherwise specified, all products provided shall have a manufacturer's warranty of at least twelve (12) months on workmanship, parts, and labor.

Damage or repair:

If any materials, equipment or other property contained in or constituting a part of an OCFA premise shall be damaged or destroyed by Contractor or its subcontractor(s), if any, in the course of performing services, Contractor shall at its expense promptly repair or replace the same, to the complete satisfaction of OCFA.

Safety:

Contractor, its employees, and agents must comply with all applicable health and safety requirements and procedures while performing services and exercise caution at all times for the protection of persons and property. Safety provisions of all applicable laws and ordinances shall be strictly observed and the Contractor and property at all sites. All fines, penalties and/or repair charges resulting from the Contractor's neglect of safety provisions shall be the sole responsibility of the Contractor.

Contractor shall provide and maintain the necessary precautions, supervision, and safeguards for the safety of all persons performing services and shall not cause or permit to exist an unlawful, hazardous, unsafe, unhealthy, or environmentally unsound condition over which Contractor has control.

SDS sheets (material safety data sheets) are to be provided on all products before they are brought on the premises. SDS shall be posted in each location the products are stored. All containers shall bear proper labels.

Contractor must outfit all equipment and materials used with any and all such safety devices and warning mechanisms as may be necessary to advise and protect the public and prevent personal injury and property damage.

Contractor shall must restrict access to the designated areas and parking spaces under the performance of the contract.

Contractor and its employees shall not enter areas of the facilities not specifically included in this specification for services.

Warranties:

Contractor represents, warrants, and covenants that in connection with any services performed under this specification: it is in the business of performing the Services described hereunder; it is experienced and expert in performing such services; all equipment used in the performance of services hereunder shall be suitable for such use; it understands the currently-known hazards which are presented to persons, property, and the environment in connection with the performance of such services and the transportation, storage and disposal of material; it is aware of all laws, regulations, orders, and other governmental requirements pertaining to the performance of such services; it will perform such services in full compliance with all applicable laws, regulations, orders, and other governmental requirements; it will perform such services in compliance with all necessary and applicable permits and it has obtained or will obtain all permits necessary to perform the services; it possesses the professional and technical skills required to perform the services; no environmental enforcement actions have been brought or are likely to be brought against contractor that could have a material adverse effect on OCFA; and any agents or personnel employed by the contractor will meet the same standards as apply to contractor that could have a material adverse effect on OCFA.

Additional Information:

This contract is for the maintenance and repair of existing items, equipment, and structures and does not include larger projects, new work or add-ons. Splitting costs on a single facility-generated work order, projects, or work to avoid this limitation is prohibited and subject Contract to immediate termination.

OCFA will invite Contractors to provide quotes for larger projects. Contractors may provide additional discounts at the time of the quote. Contractor with the lowest total responsive quote for a given job will be awarded that job. This process will be repeated for future work.

OCFA may choose to award jobs that are expected to be less than \$5,000 to Contractor any that it chooses; such choice will be based on past pricing, timely performance, and quality of work.

The preceding dollar limitation applies only to ROUTINE requests and does not apply to EMERGENCY or URGENT requests; OCFA may choose to award EMERGENCY or URGENT jobs as is in OCFA's best interests.

The OCFA may also conduct regular performance reviews on a regular basis to evaluate the levels of service and quality provided.

Contract Coordinator: OCFA/Property Management Staff (714) 573-6470

Contract Manager: Steve Klein, OCFA Facilities Manager, (714) 573-6475, cell (714) 720-6067 and email: steveklein@ocfa.org.



ORANGE COUNTY FIRE AUTHORITY

Request for Proposal Plumbing Maintenance and Repair Services

DATE: December 6, 2016

RFP Number: RO2172

The Orange County Fire Authority (OCFA) is requesting proposals for plumbing maintenance and repair services in accordance with the specifications provided herein.

Pursuant to SB854, no contractor or subcontractor may be awarded a contract for a public works project unless registered with the Department of Industrial Relations (DIR) per California Labor Code section 1725.5. This project is a public work and is subject to compliance monitoring and enforcement by the DIR.

Proposals will be received no later than 11:00 A.M., January 4, 2017.

Proposals for must be submitted electronically online through Planet Bids or submitted hard copy hand delivered or mailed to Orange County Fire Authority, Purchasing Department, 1 Fire Authority Road, Building C, Irvine, CA 92602 no later than 11:00 A.M. Wednesday, January 4, 2017.

LATE PROPOSALS WILL NOT BE ACCEPTED

A **non-mandatory** pre-proposal conference is scheduled on **Thursday, December 22, 2016 at 10:00 A.M.** at the Orange County Fire Authority Regional Operations and Training Center (RFOTC), 1 Fire Authority Road, Conference Room AW208, Building A, Irvine, CA 92602.

Any questions concerning this RFP can be submitted on-line via the Q&A module available through Planet Bids (OCFA's e-procurement system) by **December 20, 2016 at 11:00 A.M.** OCFA will publish a response to all inquiries through the e-procurement system and/or may issue an addendum as a result.

If you elect to submit your proposal electronically through Planet Bids, no additional copies or digital media will be required (Preferred).

If proposal is delivered to OCFA, please include one (1) original hard copy, one (1) duplicate hard copy, and one (1) electronic copy in PDF or Word (on Digital Media), of the proposal to be sent to the attention of the Assistant Purchasing Agent, within said time limit, in a sealed envelope identified on the outside with the Offeror's Business Name, Proposal Item Number, RFP RO2172, and the Due Date. Another option is to submit your proposal electronically through the Planet Bids website. There will be no public opening of proposals.

If you have any questions, please contact Rothchild Ong, Assistant Purchasing Agent, at (714) 573-6642 or via e-mail at: rothchildong@ocfa.org.

Regards,


Rothchild Ong
Assistant Purchasing Agent

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SECTION I: PROPOSAL INFORMATION

INTRODUCTION

The Orange County Fire Authority (OCFA) is requesting proposals from contractors to provide plumbing maintenance and repair services on an as-needed basis at its headquarters and fire stations as listed in Attachment A. The OCFA desires to enter into an agreement for maintenance services with contractors that can demonstrate competency and experience in providing quality service, minimizing OCFA costs, maximizing the use of available technology, providing excellent client service, and performing thorough and complete work as specified.

AGENCY BACKGROUND

The Orange County Fire Authority 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 Board of Directors currently meets monthly on the fourth Thursday of the month and the Board established an Executive Committee which meets monthly on the third Thursday of the month. Additional meetings are held in the Board room as needed. Board and Executive Committee meeting information can be found on the OCFA website at: www.ocfa.org.

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.

ESTIMATED RFP SCHEDULE

Proposal Posting Date	December 1, 2016
Online Q & A	December 20, 2016; 11:00 A.M.
Pre-Proposal Conference	December 22, 2016; 10:00 A.M.
Due date for Proposals	January 4, 2017 no later than 11:00 A.M.
Tentative date for interviews	January, 2017
Award Contract (Tentative)	January, 2017

TERM OF AGREEMENT

The term of the agreement should reflect services and costs for a three-year period with two optional one-year renewal terms, subject to the "Time of Performance" and the "Termination" provisions of the OCFA's "Pro Forma" Maintenance Services Agreement (Exhibit 1). The contract is subject to the satisfactory negotiation of terms, including a price acceptable to both the Authority and the selected contractors.

PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal meeting is scheduled on **December 22, 2016; 10:00 A.M.** at the Orange County Fire Authority Regional Operations and Training Center: 1 Fire Authority Road, Conference Room AW208, Bldg. 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. Offerors should be familiar with the proposal prior to attending the pre-proposal conference. If you will be attending this pre-proposal meeting, please contact Marilee Freville via e-mail at: marileefreville@ocfa.org to reserve your spot.

REQUEST FOR CLARIFICATION

All requests for clarifications, changes, exceptions, or deviations to the scope of services or terms and conditions set forth in this Request for Proposal must be submitted online via the PlanetBids Q&A module no later than the specified Q&A deadline. The Q&A module available through PlanetBids is to be used for all requests for, clarification, changes, exceptions, or deviations, whether to the scope of services or the contract terms and conditions. OCFA will respond to all requests by issuing an electronic answer via the online Q&A module and/or an electronic addendum. OCFA will not accept any Q&A after the time and date specified, unless it is specifically requested by the Q&A. It is the contractor's responsibility to download and respond to any addendums issued.

DUE DATE

Closing time and date: **January 4, 2017 no later than 11:00 a.m.** One (1) original hard copy (marked original), one (1) duplicate hard copy, and one (1) electronic copy in PDF or Word (on CD or DVD) of the proposal must be submitted in sealed envelope marked RFP – RO2172 and submitted to the following address (*unless submitted electronically through Planet Bids*):

Delivery Address:

Orange County Fire Authority
Attn: Purchasing Section
1 Fire Authority Road Bldg. C
Irvine, CA 92602

GENERAL INFORMATION

The successful proposal will demonstrate the ability to meet the requirements of the solicitation. Sealed proposals will be accepted up to the date and time stated herein. Proposals must be prepared in conformance with the instructions provided.

Only those offerors with verifiable experience 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.

Any offeror who wishes his/her proposal(s) to be considered is responsible for making certain that the proposal is received in the Purchasing Office or submitted electronically on Planet Bids (OCFA's e-procurement system) by the announced time. No oral, telegraphic, facsimile, or telephonic proposals or

modifications will be considered unless specified. Proposals received after the scheduled submittal deadline will be returned unopened. Proposals must bear original signatures when the proposal is not submitted electronically. Please note that there will be no public opening of proposals. Proposal information shall not be made public until the contract is awarded. At that time the executed contract will become public information. Any questions concerning this RFP can be submitted on-line via the Q&A module available through Planet Bids (OCFA's e-procurement system) before the stated Q&A deadline.

The Orange County Fire Authority 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. OCFA reserves the right to waive, at its discretion, any irregularity or informality, which the OCFA deems correctable or otherwise not warranting rejection of the proposal.

OCFA reserves the right to reject any and all proposals and to accept any proposal or portion thereof. 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 offeror.

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.

The intent of the OCFA is to award a contract to the respondent that scores the highest in the RFP evaluation process. Please provide your response to all the information requested in this RFP so that the offeror you represent can be assessed to the best advantage.

SECTION II: SCOPE OF WORK

OCFA currently has a centralized Property Management Section responsible for the maintenance and repair of its headquarters and fire stations. The purpose of this Request for Proposals is to establish a contract for plumbing maintenance and repair services on an as needed basis. The successful contractor will provide plumbing maintenance and repair services including all personnel, labor, supervision, materials, tools and equipment required to maintain and repair plumbing systems of OCFA's seventy-two (72) fire stations and the RFOTC. The list of Fire Stations and addresses are provided as Attachment A.

The intent of these Specifications is to describe the repairs and maintenance requirements in general terms. The detailed specifications required will be based on the particular requirements at the time that a given job, and be judged based on those requirements. OCFA will consider value-engineering suggestions from Contractor and may accept alternates recommended if they provide equal or better functionality, durability, and cost effectiveness; however, OCFA, in its sole discretion, may require specific manufacturers and model numbers for any given job.

The following is a partial list of items or issues that may need attention:

- All piping for plumbing, water, waste, floor drains, drain grates, supply leader, soil pipe, grease traps, sewage and vent lines. Sewage shall include all sewers with metallic or non-metallic pipe used inside property lines.
- All piping for water filters, water softeners, water meters and the setting of same.
- All cold, hot and circulating water lines piping for house pumps, cellar drainers, ejectors, house tanks, pressure tanks, solar systems, display fountains, drinking fountains, plumbing fixtures and appliances, and the handling and setting of the above-mentioned equipment.
- All water services from mains to buildings, including water meters and water meter foundations.
- Wall water mains from whatever source, including branches and fire hydrants, etc.
- All down spouts and drainage areas, soil pipe, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks, etc. This includes all storm drain piping inside property lines.
- All equipment in bath and washrooms, shower stalls, etc.
- All bathroom, toilet room, and shower room accessories, i.e., towel racks, paper holders, glass shelves, hooks, mirrors, cabinets, etc.
- All lawn sprinkler work, including piping, fitting, and lawn sprinkler heads.
- All piping for hydraulic, vacuum, pneumatic, air, water, steam, oil or gas equipment.
- All piping for power, or heating purposes, either by water, air, steam, gas, oil, chemicals, or any other method.
- All air piping of every description.
- All temporary piping of every description in connection with building and construction work, excavating and underground construction.
- The operating, maintenance, repairing, servicing and dismantling of all work installed by journeymen plumbers and/or pipe fitters.

Additional services other than those listed may be requested by OCFA Property Management during the contract term. Any additional services added to the contract are to be provided at the same time and material prices offered in the proposal.

Services not detailed in this scope, are not to be performed unless they are requested, provided a project number and authorized by OCFA. All additional work must be documented, signed by OCFA Property Management. Additional work is to be billed at the hourly rate provided in the proposal.

All offerors providing services will have the competency, relevant experience, knowledge, and reliability which qualify the individual(s) to successfully provide the required supplies and services requested in this RFP.

MINIMUM QUALIFICATIONS

- 1) Contractor must be skilled and regularly engaged in the general class or type of work called for under the contract. The successful contractor must also have no less than five (5) years of experience in providing plumbing maintenance and repair services.
- 2) Contractor must possess a valid California **C-36** Contractor's license at the time of proposal submission, pursuant to California Public Contract Code Section 3300 and Business and Professions Code Section 7028.15. The respondent must be licensed as a contractor in accordance with the provisions of California Business and Professions Code Chapter 9, Article 5 Licensing 7065-7077. The successful contractor must maintain the license throughout the duration of this contract.
- 3) Pursuant to SB854, and Labor Code Section 1725.5 contractor must be registered with the Department of Industrial Relations (DIR).

The offeror must state specifically in the descriptive narrative or other supporting documents how the offeror meets the minimum qualifications specified above.

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

SPECIFIC REQUIREMENTS – GENERAL RESPONSIBILITIES OF SUCCESSFUL CONTRACTOR

Performance Requirements:

Contractor must provide trained and experienced personnel. Supervisors must be qualified, proficient in English, trained and capable of providing adequate supervision and direction to Contractors' employees and must demonstrate verbal and written communication skills sufficient for the work required herein.

All work must be done per specifications, according to all applicable and acceptable industry standards as it relates to each trade, of the highest quality workmanship commensurate with the required work, and completed by the time required. Contractor personnel must wear uniforms, furnished by the Contractor with the Contractor's name and/or logo, and employee name at all times during the performance of the work at the RFOTC.

Contractor must provide their own telephones. The use of OCFA telephones and radios are prohibited except under emergency circumstances for medical aid, fire, or safety.

Contractor must furnish and maintain at its own expense, an adequate stock of materials/supplies, parts, all equipment and tools to perform the specified work and provide a timely service. All supplies, labor, vehicles and equipment must be compliant with the specifications, terms and provisions set forth herein and shall be subject to random, unannounced inspection by OCFA.

Any additional work performed on an hourly basis, separate from the contract will require a daily time sheet signed by OCFA Property Management Facilities Manager or designated representative.

OCFA will not provide office or storage space for the Contractor's supplies, vehicles or equipment.

Repair Request Procedure:

During regular working hours, the facility requesting service will contact the Property Management Section and place a service call. The request for service will be logged and staff will then contact the contractor and provide:

- Location (site name and address)
- Nature of the problem
- Name of on-site contact person
- Phone number of on-site contact person

After regular hours, weekends, and holidays, the Battalion Chief or Section Manager will give the station personnel the authorization to place a service call to the Contractor and advise OCFA Property Management that a call was placed as an emergency so the request can be logged and a number provided to the Contractor.

The contractor, under both circumstances, may call the site with the problem and obtain any additional information it deems necessary and to provide an anticipated arrival time of the service technician.

(Note: A portion of the fire stations are staffed with volunteers that have no permanent personnel on the site, while others are staffed with 24-hour permanent personnel. It is essential to coordinate the arrival of the service technician with fire personnel.)

Service Call Procedure:

Upon arrival at each site, the Contractor shall complete the following:

- Sign in on the station log (at all fire stations)
- Check in with the Station Captain, if available
- Evaluate the specific materials and labor required to complete the repair
- Develop an estimate of the expected costs (if possible)
- Develop potential alternatives with costs, in the case of repair vs. replacement
- Advise Property Management by telephone of the cost of repairs and other work PRIOR to proceeding with the work.
- Contractor will proceed with work after authorization is received from Property Management
- Complete all work in accordance with the estimate

Contractor must prepare service call report detailing the work performed, obtain the signature of the Station Captain on the report (if available), and leave a copy of the report at the site. That report must at least contain the following: Time of arrival, time of departure, brief summary of repair request, detailed summary of the work performed, summary of any additional work required or recommended.

Contractor must advise Property Management if any additional work is required and when the Contractor will return to perform the work.

If urgent repairs are needed, Contractor will advise Property Management, by telephone, with an estimate of repairs and other work prior to proceeding with the work.

Contractor must contact Property Mgmt. to obtain additional authorization when the repair work is expected to exceed the original estimate by more than 10%.

Service Requirements:**A. General**

- a. Note that per the Business and Professions Code ss. 7059: "In no case shall the...[Contractor] whose classification constitutes less than a majority of the project [perform the project unless]...the performance of the work in the crafts or trades, other than in which [Contractor] is licensed, is incidental and supplemental to the performance of the work in the craft for which the [Contractor] is licensed....All work to be performed outside of [Contractor's] license specialty, except work authorized by [the aforementioned], shall be performed by a licensed subcontractor..."
- b. Perform all work in accordance with the latest editions or addenda of the following applicable codes, standards and specifications.
- c. Perform all work according to all applicable industry-standards and to the highest quality commensurate with the required work.
- d. Ensure that all work is done only by experienced and professional personnel.
- e. Provide everything necessary to complete the repairs and maintenance work including but not limited to labor, equipment, materials, consumables, etc.
- f. Ensure that all work properly and neatly fits the adjacent existing materials.
- g. Perform work according to any applicable manufacturer's specifications.
- h. Provide a 24/7 call number for emergency repair work.
- i. Respond in the time required.
- j. Remove and properly dispose of any to-be-replaced materials.
- k. Provide all documentation, altered diagrams, updated or new manuals, and the like within seven calendar days after the repairs have been affected. (as applicable)

B. Repairs

- a. Diagnose and recommend an appropriate solution to remedy the damage or defect according to all applicable manufacturers' specifications, Standard Specifications for Public Works Construction, and industry standard practices.
- b. Provide an estimate of the repair costs at the hourly rates and materials amounts.
- c. Make approved repairs as soon as possible, but only after department so authorizes.
- d. Verify work has been completed properly and adjacent work is not affected.

Technical Requirements**A. General**

- a. The work required hereunder is based on the California Department of Consumer Affairs Contractors State License Board (CSLB). Any changes made by the CSLB automatically apply to the license classifications listed below.

Plumbing Work**i. C-36 – Plumbing Contractor**

A plumbing contractor provides a means for a supply of safe water, ample in volume and of suitable temperature for the purpose intended and the proper disposal of fluid waste from the premises in all structures and fixed works. This classification includes but is not limited to:

- (a) Complete removal of waste from the premises or the construction and connection of on-site waste disposal systems;
- (b) Piping, storage tanks and venting for a safe and adequate supply of gases and liquids for any purpose, including vacuum, compressed air and gases for medical, dental, commercial and industrial uses;
- (c) All gas appliances, flues and gas connections for all systems including suspended space heating units. This does not include forced warm air units;
- (d) Water and gas piping from the property owner's side of the utility meter to the structure or fixed works;
- (e) Installation of any type of equipment to heat water, or fluids, to a temperature suitable for the purposes listed in this section, including the installation of solar equipment for this purpose; and
- (f) The maintenance and replacement of all items described above and all health and safety devices such as, but not limited to, gas earthquake valves, gas control valves, back flow preventors, water conditioning equipment and regulating valves.

B. Subcontractors

- a. The majority of the work as required herein and at the time the work is requested must be done by the awarded Contractor.
- b. The work may not be subcontracted or sublet to another contractor unless the contractor has been listed on the Subcontractor List or a substitution of that contractor has been approved by Property Management in advance of any scheduled or actual work.
- c. Subcontractor(s) must meet all insurance requirements of the prime contractor as listed on pages 22 – 24.

C. Specialized Equipment

- a. Provide all equipment necessary to facilitate the work required herein at Contractor's sole expense.
- b. Provide the necessary safety equipment.
- c. Ensure that you have accurately and completely determined the actual types of equipment well in advance of the work to be performed.

D. Specific Work for Repairs

- a. Repairing
 - ii. Make necessary repairs to ensure that equipment, components or fixtures are operating properly and according to the manufacturer's specifications.
 - iii. Ensure that any items used to make repairs meet or better the original manufacturer (OEM) specifications.
 - iv. Coordinate the repairs and times with Property Management.
- b. Reporting
 - i. Provide verbal reports to Property Management as necessary to facilitate the work required herein.

- ii. Provide written reports, along with warranties of installed products (outside of products provided by OCFA), to Property Management with the invoice for completed work, which must contain, but not limited to the following:
 - 1. Location number/address serviced.
 - 2. Facility generated Work Order(s)
 - 3. Date and time Location was serviced.
 - 4. Types of and Quantities materials used and/or replaced.
 - 5. Potential Hazards at and around the Locations.
 - 6. Proposed alternate products that are cost-effective, energy efficient, and or have environmental advantages.
 - 7. Failure to provide the written report with the invoice will suspend any related payments by the number of days until the report is received.
 - 8. Failure to complete the required replacements will suspend any related payments by the number of days until the work is received.

E. Specific Work for Preventative Maintenance

a. Service Inspections

- i. Tour all designated work areas with Property Management to review and document items requiring corrective action.
- ii. If needed, perform the above prior to the start of any work, during other scheduled times provided by Property Management.
- iii. Make all required remedies to any work deficiencies as soon as practicably possible, but in no event greater than three business days after receipt of notification from OCFA.

b. Replacing Materials

- i. Replace materials only with same item as being replaced.
- ii. If alternative materials are being proposed, use the most energy-efficient, cost-effective, and replacements that have environmental advantages and that exhibit the same performance characteristics as the item being replaced. All such proposed replacements must be reviewed in advance of their replacements by Property Management prior to such replacements; then, only after approval will such replacements be permitted.
- iii. Dispose of any materials used in the course of completing scope of work properly, and in accordance to all governing agencies at contractor sole expense. This includes manifesting and chain of custody if required based on the nature of work being provided.

Performance Hours:

All work must be coordinated with OCFA Property Management unless otherwise specified.

The Contractor must conduct the work at all times in a manner which will not interfere with normal OCFA operations.

Quality Control:

All items furnished must be new, of good workmanship, in full accordance with the specifications, and free of defects. Items will be subject to inspection by the OCFA. If any product or service delivered shows evidence of shipping damage or defects, does not meet applicable specifications, or does not perform to the standards represented by the supplier, the OCFA shall reject same. Supplier will refund money which has been paid and bear all costs of removal and return of the products. Unless otherwise specified, all products provided shall have a manufacturer's warranty of at least twelve (12) months on workmanship, parts, and labor.

Damage or repair:

If any materials, equipment or other property contained in or constituting a part of an OCFA premise shall be damaged or destroyed by Contractor or its subcontractor(s), if any, in the course of performing services, Contractor shall at its expense promptly repair or replace the same, to the complete satisfaction of OCFA.

Safety:

Contractor, its employees, and agents must comply with all applicable health and safety requirements and procedures while performing services and exercise caution at all times for the protection of persons and property. Safety provisions of all applicable laws and ordinances shall be strictly observed and the Contractor and property at all sites. All fines, penalties and/or repair charges resulting from the Contractor's neglect of safety provisions shall be the sole responsibility of the Contractor.

Contractor shall provide and maintain the necessary precautions, supervision, and safeguards for the safety of all persons performing services and shall not cause or permit to exist an unlawful, hazardous, unsafe, unhealthy, or environmentally unsound condition over which Contractor has control.

SDS sheets (material safety data sheets) are to be provided on all products before they are brought on the premises. SDS shall be posted in each location the products are stored. All containers shall bear proper labels.

Contractor must outfit all equipment and materials used with any and all such safety devices and warning mechanisms as may be necessary to advise and protect the public and prevent personal injury and property damage.

Contractor shall must restrict access to the designated areas and parking spaces under the performance of the contract.

Contractor and its employees shall not enter areas of the facilities not specifically included in this specification for services.

Warranties:

Contractor represents, warrants, and covenants that in connection with any services performed under this specification: it is in the business of performing the Services described hereunder; it is experienced and expert in performing such services; all equipment used in the performance of services hereunder shall be suitable for such use; it understands the currently-known hazards which are presented to persons, property, and the environment in connection with the performance of such services and the transportation, storage and disposal of material; it is aware of all laws, regulations, orders, and other governmental requirements pertaining to the performance of such services; it will perform such services in full compliance with all applicable laws, regulations, orders, and other governmental requirements; it

will perform such services in compliance with all necessary and applicable permits and it has obtained or will obtain all permits necessary to perform the services; it possesses the professional and technical skills required to perform the services; no environmental enforcement actions have been brought or are likely to be brought against contractor that could have a material adverse effect on OCFA; and any agents or personnel employed by the contractor will meet the same standards as apply to contractor that could have a material adverse effect on OCFA.

Additional Information:

This contract is for the maintenance and repair of existing items, equipment, and structures and does not include larger projects, new work or add-ons. Splitting costs on a single facility-generated work order, projects, or work to avoid this limitation is prohibited and subject Contract to immediate termination.

OCFA will invite Contractors to provide quotes for larger projects. Contractors may provide additional discounts at the time of the quote. Contractor with the lowest total responsive quote for a given job will be awarded that job. This process will be repeated for future work.

OCFA may choose to award jobs that are expected to be less than \$5,000 to Contractor any that it chooses; such choice will be based on past pricing, timely performance, and quality of work.

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The OCFA may also conduct regular performance reviews on a regular basis to evaluate the levels of service and quality provided.

Contract Coordinator: OCFA/Property Management Staff (714) 573-6470

Contract Manager: Steve Klein, OCFA Facilities Manager, (714) 573-6475, cell (714) 720-6067 and email: steveklein@ocfa.org.

SECTION III: GENERAL INSTRUCTIONS TO OFFERORS

ACCEPTANCE PERIOD

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

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 website at: www.ocfa.org. It is the offeror's responsibility to obtain a copy of any amendment relevant to this solicitation. Any interested offeror s 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.

AWARD OF CONTRACT

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

1. Conduct pre-award discussion or pre-award negotiations with any or all responsive responsible proposals; or
2. Request that the offeror furnish additional information; or
3. Accept or reject any or all proposals, or portions thereof; or
4. Issue multiple awards, if it is in the best interest of the agency; or
5. Limit and/or determine the actual contract services to be included in the contract; or
6. 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 submitting the most advantageous proposal 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.

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, once the contract(s) are approved, the offeror(s) selected will enter into contract with the OCFA.

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.

CONTRACTORS LICENSING REQUIREMENTS

Contractor shall possess a valid California **C-36** Contractor's license at the time of proposal submission, pursuant to California Public Contract Code Section 3300 and Business and Professions Code Section 7028.15. The successful contractor must maintain the license throughout the duration of this contract.

The contractor performing pest and/or weed control shall be licensed by the State of California to perform these services. Contractor must possess a Business License for Pest Control and must possess or employ person(s) possessing a valid California Pest Control Advisers License and a valid Qualified Applicators License in the appropriate categories. In addition, all persons performing pest control and handling pesticides shall possess a valid Qualified Applicator's Certificate in the appropriate category. All personnel applying pesticides and herbicides under this contract shall be in compliance with all state rules and regulations and shall be in possession of all required certifications and/or licenses applicable to the work being performed.

The prime contractor shall possess a valid California Contractor's license required for this project, at the time of submitting the proposal. The contractor shall be licensed as a contractor in accordance with the provisions of California Business and Professions Code Chapter 9, Article 5 Licensing 7065-7077. The OCFA may deem any contractor who fails to possess the required license to be non-responsive.

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all contractor s must possess proper licenses for performance of this contract at the time of submission. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Section 7028.5 of the Business and Professions Code, the OCFA shall consider any submittal by a contractor not currently licensed in accordance with California law and pursuant to the requirements found in the proposal documents to be nonresponsive, and the OCFA shall reject the proposal. The OCFA shall have the right to request evidence of all valid license(s) currently held by the contractor and each of the subcontractors listed in the proposal before awarding the contract. contractors shall provide evidence of valid licenses satisfactory to the OCFA within five (5) calendar days. Please also note that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this contract.

SB854 DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION

No contractor or subcontractor may be listed on an offer for a public works project submitted on or after March 1, 2015 unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5, with limited exceptions from this requirement only under Labor Code Section 1771.1(a). No contractor or subcontractor may be awarded a contract for public work, or engage in the performance of any public works project awarded on or after April 1, 2015 unless registered with the Department of Industrial relations pursuant to Labor Code Section 1725.5. This contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Listed subcontractors must be registered with the Department of Industrial Relations website. Pursuant to SB854, the DIR registration number of each subcontractor must be identified and failure to identify this number could categorize your proposal as non-responsive. In addition, OCFA reports all public works contracts to the DIR within 5 days of the contract award date.

In accordance with Section 1773.2 of the California Labor Code, the contractor shall post a copy of the determination of prevailing rate of wages at each job site.

Travel and subsistence payments to each workman needed to execute the work shall be made as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Section 1773.8 of the Labor Code.

The OCFA will not recognize any claim for additional compensation because of the payment by the contractor of any wage rate in excess of the prevailing wage rate set forth in the contract. The possibility of wage increases is one of the elements to be considered by the contractor in determining the offer, and will not under any circumstances be considered as the basis of a claim against the OCFA on the contract.

DEBARMENT OF CONTRACTORS

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code and Federal "Excluded Parties List System". Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the contractor for the Project shall be returned to the OCFA. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project. In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, each Contractor will be screened at the time of proposal response to ensure the Contractor, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements Federal Regulations (CFR) and Executive Order 12549.

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 offerors located at www.sam.gov.

DESIGNATION OF SUBCONTRACTORS

Pursuant to State law, the contractor must designate the name and location of each subcontractor who will perform work or render services for the prime contractor in an amount that exceeds one-half of one percent (.05%) of the contractor's total offered amount, as well as the portion of work each such subcontractor will perform at the time the proposal is submitted. Pursuant to Public Contract Code Section 4104, the OCFA has not implemented 3(A) which would allow contractors an additional twenty-four (24) hours (after the deadline for submission of proposals) to submit the information about each subcontractor.

CANCELLATION OF SOLICITATION

The OCFA may cancel this solicitation at any time.

CERTIFICATION

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

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

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 contractor /respondent directly defend any action for disclosure of any information marked confidential.

COMPLIANCE WITH LAWS

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

DELIVERABLES REQUIRED OF SUCCESSFUL OFFEROR

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

- A. Sign and enter into a Maintenance Services Agreement (PSA) with the Orange County Fire Authority, (*See Exhibit 1 – Sample Contract*).
- B. Copy of Certificate of Insurance which shows compliance with the attached requirements and naming OCFA as an additional insured (see pages 22 – 24) for detailed insurance requirements).

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.

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 a 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 offeror is interested. If there is reason to believe that collusion exists among the offerors, OCFA may refuse to consider Proposals from participants in such collusion. Offerors shall submit as part of their Proposal documents the completed Non-Collusion Affidavit provided herein.

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 Assistant Purchasing Agent. Offeror may appeal the recommended award or denial of award, provided the following stipulations are met:

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

EXECUTION OF CONTRACT

The RFP, the offeror's proposal, and the resulting purchase order will become incorporated as the complete contract. The successful offeror 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 after the OCFA executes the

contract(s). In case of failure of the offeror to execute and return the contract and all required documents within the time allowed, the OCFA may, at its option, consider that the offeror has/have abandoned the contract.

INSPECTION OF SITE/NON-MANDATORY PRE-PROPOSAL MEETING

Each prospective contractor is responsible for becoming familiar with the conditions of the project site to fully understand the facilities, conditions, difficulties and restrictions which may impact the services provided to the project. Attendance by a representative of each prospective contractor at the pre-proposal meeting as stated in the RFP is encouraged.

EXPERIENCE AND COMPETENCY

The successful offeror shall be skilled and regularly engaged in the general class or type of work called for under the contract. The successful offeror shall also have **no less than five (5) years' experience in the magnitude and character of the work proposal**. 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, 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.

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.

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, or 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 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.

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.

NON-DISCRIMINATION

Contractor covenants that, by and for itself, its successors, and assigns, including its subcontractors and suppliers, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, gender, marital status, national origin, sexual orientation, or ancestry in the performance of this contract. Contractor shall take steps to ensure that applicants for any job and employees are treated without regard to their race, color, creed, religion, gender, marital status, national origin, sexual orientation, or ancestry in full compliance with applicable federal, state, and local laws and regulations.

Contractor shall not engage in, nor permit its agents, including its subcontractors and suppliers, to engage in discrimination in employment of persons or provision of services or supplies, on the grounds of race, color, creed, religion, gender, marital status, national origin, sexual orientation, or ancestry.

Contractor, and contractor's subcontractors and suppliers, shall employ fair employment practices with regard to all employees and all applicants for employment and shall act in accordance with all applicable federal, state, and local laws and regulations relating to such fair employment practices.

In furtherance of such obligation, contractor agrees that contractor, subcontractors, and suppliers shall not discriminate in employment and/or provision of services under this contract and all employment practices shall be without regard to a person's race, color, creed, religion, gender, national origin, age, ancestry, physical handicap, medical condition, marital status, all in accordance with applicable federal, state, and local laws or regulations.

Fair employment practices shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other form of compensation and selection for training including apprenticeship.

In the performance of the terms of the proposal documents, contractor agrees that contractor will not engage in nor permit such subcontractors as contractor may employ to engage in discrimination against any employee or applicant for employment on the basis of race, sex, color, religion, ancestry, national origin, marital status, age or as an otherwise qualified handicapped individual. This prohibition shall pertain to employment, upgrading, demotion, or transfer, recruitment advertising, layoff or termination, rates of pay and other forms of compensation, selection for training, including apprenticeship, and any other action or inaction pertaining to employment matters.

NON-DISCRIMINATION AFFIDAVIT

Labor Code Section 1735 requires that no discrimination be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Government Code Section 12940. Contractor shall declare that it does not discriminate in its employment with regard to such factors. The Non-Discrimination Affidavit (on enclosed form) shall be executed and submitted with the proposal.

DRUG FREE WORKPLACE

OCFA recognizes that the maintenance of a drug-free workplace is essential to the safety and welfare of its employees. This policy establishes OCFA programs and practices that promote and support a Drug-Free Workplace Act of 1998.

PREVAILING WAGE

This project is a public work in the State of California, funded in whole or in part with public funds. Therefore, the higher of the two prevailing wage rates, federal or state, will be enforced. The work is subject to the payment of not less than prevailing wages under Labor Code Section 1770 et seq. Contractor agrees to comply with all related provision of the Labor Code, including but not limited to, the provisions of Labor Code Section 1775 relating to payment of prevailing wages, Section 1777.5 relating to employment of apprentices and Section 1811-1813 relating to the payment of overtime. Failure to comply with the proper prevailing wage requirements may result in penalty of up to \$200 per day per worker. Failure to comply with apprenticeship requirements may result in penalty of \$100-\$300 for each calendar day of violation. Failure to pay proper overtime rate may result in a penalty of \$25 per day per worker. Contractors are hereby notified that the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages and the rates for overtime and holiday work in the locality in which the work is to be performed for each craft, classification or type of worker needed to perform the work under the contract which will be awarded to the successful contractor.

This information is available at the Department of Industrial Relations website: <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Contractors are further notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Further

information on Compliance Monitoring Unit requirements can be found at: <https://www.dir.ca.gov/Public-Works/PublicWorksEnforcement.html>.

WORKERS' COMPENSATION CERTIFICATION FORM

Each respondent shall submit the Contractor's Certificate Regarding Workers' Compensation form. Section 3700 of the State Labor Code requires that every employer shall secure the payment compensation by either being insured against liability to pay compensation with one or more insurers or by securing a certificate of consent to self-insure from the State Director of Industrial Relations.

INQUIRIES

Any question related to the Request for Proposal shall be directed to the Assistant Purchasing Agent, Rothchild Ong. Questions and comments regarding this solicitation must be submitted in writing, either by mail to the Assistant Purchasing Agent, Orange County Fire Authority, 1 Fire Authority Road Bldg. C, Irvine, California, 92602, faxed to (714) 368-8845 or e-mailed to: rothchildong@ocfa.org, no later than ten (10) days before the Submittal Deadline. The questioner's business 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. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official proposal due date and time. 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 sent to all known proposal holders.

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 work. Either 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:

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.
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 offeror agrees that the insurance hereunder will be primary and that any insurance carried by the OCFA will be excess and not contributing.
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.

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.

The Workers' Compensation policy must have a limit of at least \$1,000,000 each accident/\$1,000,000 each employee for disease. A Certificate of Insurance reflecting the Workers' Compensation coverage and 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 business doesn't have any employees, a letter attesting to that fact must be provided to OCFA.

INSURANCE - LIABILITY INSURANCE COVERAGE

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

1. Additional Insureds (for commercial general liability only)

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

2. 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."

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

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.
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:

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

All insurance coverage. Workers' Compensation obtained through the State Compensation Insurance Fund is acceptable.

1. Professional Liability with a limit of \$1,000,000 each occurrence/\$2,000,000 aggregate. If a offeror provides claims made professional liability insurance, offeror 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 offeror'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 offeror's services under the agreement and evidence of such must be provided to OCFA. A Certificate of Insurance reflecting the Professional Liability coverage is required.

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

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.

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: Rothchild Ong, Assistant Purchasing Agent, by mail at: 1 Fire Authority Road Bldg. C, Irvine, California, 92602, by e-mail rothchildong@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 sent as promptly as is practical to all parties recorded by OCFA as having received 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 offeror to ensure the OCFA has their correct business name and address on file. Any prospective offeror 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.

KEY PERSONNEL

It is essential that the offeror provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The offeror must agree to assign specific individuals to the key positions.

- A. The offeror agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to OCFA.
- B. If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the offeror shall immediately notify OCFA, and shall, subject to the concurrence of OCFA, replace such personnel with personnel of substantially equal ability and qualifications.

LATE PROPOSALS

Late proposals will be rejected and not opened.

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 offeror(s).

NOTICE OF INTENT TO AWARD

A notification of Intent to Award will be sent to the offeror selected.

OBJECTIONS

Any objections as to the structure, content or distribution of this RFP must be submitted in writing to Assistant Purchasing Agent less than five (5) 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.

OFFER AND ACCEPTANCE PERIOD

In order to allow for an adequate evaluation, OCFA requires an offer in response to this solicitation to be valid and irrevocable for one-hundred eighty (180) days after the proposal due date and time.

PRE-PROPOSAL CONFERENCE

If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Written minutes and/or notes will not be available; therefore attendance is encouraged. If an offeror is unable to attend the Pre-Proposal Conference, questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Assistant Purchasing Agent. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to OCFA at this meeting. OCFA will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

PREPARATION OF PROPOSAL

- A. 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.
- B. 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.
- C. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
- D. Periods of time, stated as a number of days, shall be in calendar days.
- E. It is the responsibility of all offeror s 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.
- F. OCFA shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
- G. 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.

PROPOSAL OPENING AND RESULTS

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

PROPOSAL/ SUBMITTAL FORMAT

One (1) original hard copy original, one (1) duplicate hard copy, and one (1) electronic copy in PDF or Word (on Digital Media), of each proposal should be submitted as specified in the RFP. The original copy of the proposal should be clearly labeled "Original". The material should be in sequence according to the RFP. The sections of the submittal should be clearly identifiable, including all the items listed in the Proposal Requirements, the completed Offer Form, and all signed Amendments if required. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

If you elect to submit your proposal electronically through Planet Bids, no additional copies or digital media will be required (Preferred).

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.

WHERE TO SUBMIT PROPOSALS

In order to be considered, the offeror must complete and submit its proposal to OCFA Purchasing Office at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.

WITHDRAWAL OF PROPOSAL

At any time prior to the specified solicitation due date and time, a 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.

SECTION IV: GENERAL TERMS AND CONDITIONS

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.

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.

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 offeror hereunder.

CANCELLATION OF THE CONTRACT

Without cause, the OCFA may cancel this contract at any time with thirty (30) days written notice to the offeror. With cause, the OCFA may cancel this contract at any time with ten (10) days written notice to the offeror. 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 Assistant Purchasing Agent.

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.

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.

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.

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.

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 shall receive written notification of either condition as soon as practically possible, but no later than thirty (30) days prior to termination.

LAWS - ADHERENCE TO ALL LOCAL, STATE, AND 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.

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.

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.

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.

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 business 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.

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 offeror to carry out any term or condition of the Contract. The OCFA will issue a written ten (10) day notice of default to the offeror for acting or failing to act as specified in any of the following:

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

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

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

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

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

The offeror gives the OCFA a positive indication that the offeror 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 offeror 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.

UNFORESEEN 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 V: PROPOSAL REQUIREMENTS

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. Proposals will only be accepted from offerors that meet the minimum qualifications. All offerors are expected to provide detailed answers to the proposal requirements listed below. The answers provided will be relevant in the evaluation process of the proposal. Additional information, if provided, should be separately identified in the proposal.

Proposals (submittals) shall include, at a minimum, the following:

- 1) **Transmittal letter:** Letter should be on the offeror's letterhead. The letter should be signed by the Prime Contractor 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 offeror. The letter should explain the offeror's understanding, approach and strategy for achieving the objectives outlined in the scope of work. The letter must be signed by an individual authorized to bind the offeror. *See after Appendix L*
- ✓ 2) **Offeror's detailed information:** Provide a brief profile of the offeror including background and size, professional credentials, the types of services offered, the year founded, form of organization (corporation, partnership, sole proprietorship), including number of years in business, location of office(s), number of employees, and number of clients you have currently. An organizational chart, displaying name of owners and principal parties, number and position titles of staff should also be provide. Please complete the Appendix A - Offeror's Information.
- 3) **Ability to meet General Requirements:** Based on the requirements listed on pages 7 - 13 and on the provided attachment, demonstrate how your business can meet OCFA requirements. This information will be considered during the evaluation process. *see after Appendix L*
- 4) **Relevant Experience:** Offerors shall demonstrate experience in performing plumbing services. Knowledge of public agency needs is desirable and should be specifically cited for consideration.
 - a. Describe prior work experience.
 - b. Describe the industries, specific issues, and government agencies (if any) your business has performed Plumbing Maintenance and Repair Services for.
 - c. Provide a list of the municipal agencies your business has worked with during the past five years. Provide the following information for three agencies which are similar in size and scope to the project requested by this proposal:
 - i. Name, address and telephone of the agency
 - ii. Time period for the project
 - iii. Brief description of the scope of the services provided
 - iv. Person to contact for a reference*see after Appendix L*
- ✓ 5) **List of References:** Describe the process and experience of five (5) other projects performed entirely by the offeror. Please complete Appendix B include the agency contact, email address and telephone number, with an explanation as to the level of effort. These agencies may be contacted as references.
- ✓ 6) **Questionnaire:** Please complete the provided Appendix C – Questionnaire.
- ✓ 7) **Offer/Cost Proposal:** The pricing should include the total price proposed to accomplish all the performance and deliverables requested by the OCFA, and offered by your company, in this RFP. See the Appendix D - Price proposal page included in the RFP document.

- ✓ 8) **Certification Page:** Provide an Appendix E – Certification of Proposal with authorized signature.
- 9) **Party Participant and Agent Disclosure Forms:** 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.
- 10) **Contractor's Licensing Statement:** Please complete the provided Appendix G – Contractor's Licensing Statement.
- 11) **List of Subcontractors:** Please complete the provided Appendix H – List of Subcontractors if subcontractors will be assigned to this project.
- 12) **Certification of Non-Discrimination by Contractors:** Provide an Appendix I – Certification of Non-Discrimination by Contractors with authorized signature.
- 13) **Debarment and Suspension Certification:** Provide an Appendix J – Debarment and Suspension Certification with authorized signature.
- 14) **Prevailing Wage Certification:** Provide an Appendix K – Prevailing Wage Certification with authorized signature.
- 15) **Worker's Compensation Insurance Certification:** Provide an Appendix L – Worker's Compensation Insurance Certification with authorized signature.
- 16) **W-9:** Provide an IRS W-9 Form with submittal.

SECTION VI: EVALUATION OF PROPOSALS AND NEGOTIATIONS

Proposals must fully address the evaluation factors; contain references and data to verify qualifications and experience that address the offeror's ability to provide services and deliverables as outlined in the scope of work. All proposals will be reviewed by an evaluation committee comprised of OCFA staff for compliance with the scope of work 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:

- A. Method of Approach (maximum points 20)** - This set of criteria assesses how well the offeror responds to and demonstrates understanding of the RFP. It assesses how well the service meets the required specifications and objectives in the solicitation including the quality and completeness of the proposal.
 - Overall responsiveness and completeness of the proposal.
 - Thoroughness of responses and demonstrated understanding of the requirements.
 - How well the proposal meets the needs of the OCFA.
 - Ability to meet general requirements
- B. Qualifications & Experience (maximum points 30)** - The offeror's history of performance and demonstrated ability in providing the service will be assessed in addition to the qualifications and experience of key-personnel assigned to the project team and relevant experience of the offeror.
 - Offeror's presentation of a qualified team, relevant design methodology, ability to communicate effectively and a demonstrated success in similar past projects.
 - Relative allocation of resources in terms of quality and quantity, to key tasks; time commitment to OCFA's needs.
- C. Communications & Resources (maximum points 10)** – The offeror's ability to communicate and provide resources to OCFA. Demonstration of offeror's resources, presence, and experience with other clients, ability to respond to requests in a timely manner.
- D. Proposed Costs (maximum points 40)** - The lowest price proposal will not necessarily be selected. OCFA is looking for the best value versus the lowest price. While cost is important, other criteria are also significant and the OCFA may not select the lowest cost proposal. The objective is to choose the proposal that offers the highest quality services and will achieve the project's goals and objectives within a reasonable budget.

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. OCFA may request a best and final offer from the top ranking offerors for further evaluation and consideration. Overall responsiveness to the Request for Proposals is an important factor in the evaluation process.

ADDITIONAL INFORMATION ABOUT THE EVALUATION PROCESS

A. **Shortlist:**

OCFA reserves the right to shortlist the offerors on all of the stated criteria. OCFA may determine that short listing is not necessary.

B. **Interviews/Demonstrations:**

OCFA reserves the right to conduct interviews and/or demonstrations with some or all of the offerors at any point during the evaluation process. However, OCFA may determine that interviews/demonstrations are not necessary. In the event interviews/demonstrations are conducted, information provided during the interview/demonstration 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. Demonstrations will be held at a time and place specified by OCFA. The offeror's key project team members will be invited to attend the interview/demonstration. The interviews will last approximately 60 minutes, with the time allocated between offeror's presentation and question and answer period. The offerors should be prepared to discuss at the interview, their specific experience providing services similar to those described in the RFP, project approach, estimated work effort, available resources, and other pertinent things that distinguish your business from others.

Interview/Demonstration Rating Criteria:

The following criteria and points will be used in evaluating and rating the short-listed offerors.

- Interview/Questions 20 points

The score achieved from the interview 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.

C. **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.

D. **Prior Experience:**

Previous experiences with the proposer may be taken into consideration when evaluating qualifications and experience.

E. **Overall Evaluation of the Proposal Response:**

The overall completeness, accuracy and quality of the proposal may be taken into consideration when evaluating the qualifications and experience.

F. **Post-Proposal Discussions with Offerors:**

OCFA reserves the right to conduct post-proposal discussions with any offeror(s).

The offeror with the best ranking after negotiations will be recommended for award of the contract. When the evaluation team has completed its review of the proposals and the finalized the negotiated the best and final offer, the Purchasing Department will send a Notice of Intent to Award to the successful offeror. The award may be subject to OCFA Executive Committee approval.

APPENDIX A - OFFEROR'S INFORMATION

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

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

Business Legal Name: <i>Pacific Plumbing Co of Santa Ana</i>		
Business Parent or Ownership:		
Address: <i>615 E Washington Ave, Santa Ana, CA 92702</i>		
Business Telephone No. <i>(714) 547-6967</i>	Business Fax No. <i>(714) 972-8168</i>	
Business Tax I.D. Number: <i>95-2675772</i>	CSLB License Number: <i>266807</i>	DIR Registration Number: <i>1000009561</i>
Legal form of company: (partnership, corporation, joint venture) <i>Corporation</i>		
Length of time your business has been in business: <i>88 years</i>	Length of time at current location: <i>88 years</i>	
Number of employees and Number of Current Clients <i>80 employees 3000+ current clients</i>		

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

Name: <i>Jim Bethe</i>	Title: <i>Service Manager</i>
Telephone No.: <i>c 714-715-3339</i>	E-mail: <i>Jim6@ppco59.com</i>

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

Name: <i>Connie Vargas</i> <i>Jim Bethe</i>	Title: <i>Dispatcher</i> <i>manager</i>
Telephone No.: <i>714-547-6967</i>	E-mail: <i>SR@PPCO59.COM</i>

Please indicate if you are subject to the Party and Participant disclosure requirements. Yes No
If yes, you are required to submit form/s (see Appendix F).

***For additional information please see page 15 "Campaign Contribution Disclosure".**

APPENDIX B - REFERENCES

Describe fully at least three contracts performed by your business that demonstrate your ability to provide the services included with the scope of the specifications. Attach additional pages if needed. OCFA reserves the right to contact each of the references listed for additional information regarding their experience with your company.

Customer Agency Name	City of Newport Beach
Contact Individual & Title	Rick Scott / 949-644-3067
E-mail/Telephone number	rscott@newportbeach.ca.org
Date of Project & Description of services provided including contract amount	Service for all City facilities as needed Contract \$150,000
Customer Agency Name	Capo Unified School District
Contact Individual & Title	Mark Travis / Plumbing Maintenance
E-mail/Telephone number	mrtravis@capo.usd.org / 949-234-9546
Date of Project & Description of services provided including contract amount	7-1-16 – 6-30-17 Service for all schools and facilities Service Contract \$300,000
Customer Agency Name	Hyundai Motors America
Contact Individual & Title	Tom O'Conner - Facilities Manager
E-mail/Telephone number	toconner@HMAUSA.com / 714-965-3846
Date of Project & Description of services provided including contract amount	12-16 – 12-17 Service to Building Fixed hourly Contract
Customer Agency Name	Parker Hannifin
Contact Individual & Title	Barbra Blair / Facilities Manager
E-mail/Telephone number	barbra.blair@parker.com / 949-465-4070
Date of Project & Description of services provided including contract amount	12-16 – 12-17 Service for Company Fixed hourly Contract
Customer Agency Name	City of Irvine
Contact Individual & Title	Joel Miller / Facilities Lead
E-mail/Telephone number	jmill@cityofirvine.org / 949-724-7702
Date of Project & Description of services provided including contract amount	7-1-16 – 6-30-17 Service for all City facilities as needed Fixed hourly \$60,000

APPENDIX C – PROPOSAL QUESTIONNAIRE

In addition to the written proposal that demonstrates the Respondent's understanding of the RFP, each Respondent shall also provide the following information. Social media links, brochures, advertisements, or the like will not be accepted as a direct response to the questionnaire. A qualifying proposal must address all items. Incomplete proposals may be rejected.

1. Provide information that demonstrates the competence of your business to provide the plumbing maintenance and repair services as documented in the RFP.
2. Fire Stations and Headquarters operate as residences and commercial buildings. Describe your experience in providing services to a combination residential and commercial setting.
3. Provide information regarding your service area and describe any travel charges based on station locations as provided in Attachment A.
4. Provide information on how services are scheduled. Include your on call response time following telephone notification and explain how service calls are received and handled. Also provide a description of any automated processes involved.
5. Provide information on how the quality of services are monitored. Include any checklists or other tracking methods to insure all services requested have been completed.
6. Please describe your warranty terms for repair, parts, and service.
7. Please provide information on the number of personnel available to provide requested services.
8. Please provide the basis for future year contract fee adjustments should OCFA elect to exercise the contract extensions.
9. State any exceptions to or deviations from the requirements of this RFP and the sample maintenance services agreement. For each exception and/or suggested change, the respondent must include:
 - a. The suggested change in the agreement and suggested rewording of the contractual obligations
 - b. Reasons for submitting the proposed exception or change

APPENDIX C

1. Since 1929, Pacific Plumbing Company has provided certified UA trained plumbers for industrial projects as well as offering service and repair for the last 40 years.
 2. Having been involved with Orange County Fire Authority for the past eight years, Pacific Plumbing Company has worked in all stations and main headquarters. We are very familiar with the facilities and the requirements placed by OCFA.
 3. Hourly rates for travel are charged from port to port as our service trucks will be dispatched from the closest service site.
 4. Services may be scheduled by phone or email requests. The response time for these requests will be decided by the urgency and location of the call, as well as the vicinity of the service van located by our GPS cordinance. Emergency lines are provided 24/7 by call, text, or email and will be received by the on-call service plumber.
 5. The quality of services will be monitored by the service department manager, Jim Bette, available on site when needed. With the completion of the project and detailed description by the plumber, the final invoice will be reviewed and processed in shop.
 6. Pacific Plumbing Company provides warrantees for repair, parts, and services, with a one year expiration from the date of install/completion, as well as the varying product manufacturing warrantee.
 7. Eight service plumbers are on hand on a day-to-day basis with a single plumber on call 24/7.
 8. Future year contract fee adjustments will result in a yearly increase of an average 3% on labor charges.
 9. Pacific Plumbing Company agrees with the contractual obligations put in place by OCFA.
-

APPENDIX D - PRICING PAGE

Proposal Costs - The service charges information is relevant to a determination of whether the cost is fair and reasonable in light of the services to be provided. This section shall include the proposed costs to provide the services as described in your proposal. Any additional costs outside the scope of the agreement must be approved by the OCFA in writing before commencing services for said costs.

The following scenarios provide an example of some repairs that may be requested.

Please complete the tables below. Price includes any labor, supplies, and equipment needed to perform the services as specified. Include all markup and overhead. (Labor must be based on prevailing wage)

Plumbing Maintenance and Repair Services		
Item	Description	Total Cost
1	Replacement of standard height commercial elongated toilet. Labor rate \$ <u>83⁰⁰</u> /HR x Number of Hours <u>2.0</u> Materials cost \$ <u>175⁰⁰ approx.</u>	\$ <u>341⁰⁰</u>
2	Garbage disposal replacement Labor rate \$ <u>83⁰⁰</u> /HR x Number of Hours <u>2.0</u> Materials cost \$ <u>295⁰⁰ approx.</u>	\$ <u>461⁰⁰</u>
3	8" c.c. kitchen faucet replacement Labor rate \$ <u>83⁰⁰</u> /HR x Number of Hours <u>2.5</u> Materials cost \$ <u>235⁰⁰ approx.</u>	\$ <u>442⁵⁰</u>
4	50-gallon gas water heater replacement Labor rate \$ <u>83⁰⁰</u> /HR x Number of Hours <u>5.0</u> Materials cost \$ <u>7800⁰⁰</u>	\$ <u>1,215⁰⁰</u>
5	100-gallon gas water heater replacement Labor rate \$ <u>83⁰⁰</u> /HR x Number of Hours <u>12.0</u> Materials cost \$ <u>2500⁰⁰ approx.</u>	\$ <u>3496⁰⁰</u>
6	Replacement of 4" c.c. lav sink faucet Labor rate \$ <u>83⁰⁰</u> /HR x Number of Hours <u>2.0</u> Materials cost \$ <u>145⁰⁰ approx.</u>	\$ <u>311⁰⁰</u>

Please fill in the additional pricing sections for additional consideration. Any request for services estimated at \$2,500 or greater may require informal bidding and a one-time purchase order will be issued with department approval prior to start of work.

Labor per hour - Prevailing Wages Standard Rate: Mon through Fri, 7:00 a.m. to 5:00 p.m.	
Classification: <u>Journeyman Plumber</u>	\$ <u>83⁰⁰</u> /Hour
Classification: <u>Apprentice Plumber</u>	\$ <u>76⁰⁰</u> /Hour
Classification: _____	\$ _____ /Hour
Labor per hour - Prevailing Wages Overtime Rate:	
Classification: <u>Journeyman Plumber</u>	\$ <u>112</u> /Hour
Classification: <u>Apprentice Plumber</u>	\$ <u>106</u> /Hour
Classification: _____	\$ _____ /Hour
Video Camera Recording Charge (with media)	\$ <u>225⁰⁰</u>
Inspection and Calibration (only) of a water meter	\$ <u>NA</u>
Minimum Call Out/Trip charge (if applicable)	\$ <u>35⁰⁰</u>
Percentage discount off MSRP list price (materials)	<u>25⁰⁰</u> %

"PIGGYBACK" CLAUSE. Offeror shall indicate below if he 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.

Term of Offer: It is understood and agreed that this offer may not be withdrawn for a period of **one hundred eighty days** (180) from the Proposal Submittal Deadline, and at no time in case of successful offeror.

No pricing adjustment will be allowed in the first year of the contract.

APPENDIX E - CERTIFICATION OF PROPOSAL

In responding to **RFP RO2172 – Plumbing Maintenance and Repair Services**, 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 has submitted the Party, Participant (Agent) Disclosure Form if applicable.**
- E. The offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
- F. The offeror complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion.

Independent Price Determination: I certify that this offer is made without prior understanding, arrangement, agreement, or connection with any corporation, business 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.

Pacific Plumbing Co. of Santa Ana
 Name of Business

615 E Washington ave
 Address

Santa Ana CA 92702
 City State Zip

[Signature] 1-4-17
 Signature of Person Authorized to Sign Date

Jim Betts Service manager
 Printed Name Title

APPENDIX F

PARTY AND PARTICIPANT DISCLOSURE FORMS

ORANGE COUNTY FIRE AUTHORITY 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 stated on page 15 of this solicitation.

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. (Please see next page for definitions of these terms.)

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 or his or her alternate. 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 or alternate 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 venture(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 or his or her alternate 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 or his/or her alternate during the 12 months preceding the decision on the contract award or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate 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.

A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements¹ for use, including all entitlements for land use, all contracts² (other than competitively bid, labor or personal employment contracts), and all franchises.

- E. 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."

- F. 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 venture(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.
- G. A list of the members and alternates of the Board of Directors is attached.

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

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

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

ORANGE COUNTY FIRE AUTHORITY
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 business 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: 1-4-17 _____

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) or Alternate(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): _____

**ORANGE COUNTY FIRE AUTHORITY
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 or his or her alternate. 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 or alternate may solicit or accept a campaign contribution of more than \$250 from you and/or your agency during this period if the board member or alternate 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 or alternate 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).

If you or your agent have made a contribution of more than \$250 to any board member or alternate during the 12 months preceding the decision in the proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the member or alternate 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:
 - (2) Communicates directly, either in person or in writing, with a board member or alternate of the OCFA or any of its affiliated agencies for the purpose of influencing the member's vote on the proposal;
 - (3) 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
 - (4) 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 or alternates are not aggregated.
5. A list of the members and alternates of the Board of Directors is attached.

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

ORANGE COUNTY FIRE AUTHORITY
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 Business Name: _____

Party's Name: _____

Party's Address: _____

Party's Telephone: _____

Solicitation Title and Number: _____

Date: _____

Signature of Party and/or Agent _____

Board Member(s) or Alternate(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): _____

ORANGE COUNTY FIRE AUTHORITY

Board of Directors

Steven Weinberg, Chairman
Phillip Tsunoda, Director
Rob Johnson, Director
Gerard Goedhart, Director
Jerry McCloskey, Director
Kathryn McCullough, Director
Trish Kelley, Director
Carol Gamble, Director
Sam Allevato, Director
David Sloan, Director
Rick Barnett, Director
Gene Hernandez, Director
Todd Spitzer, Director

Al Murray, Vice Chairman
Elizabeth Swift, Director
Jeffrey Lalloway, Director
Randal Bressette, Director
Noel Hatch, Director
Warren Kusumoto, Director
Chad Wanke, Director
Bob Baker, Director
Roman Reyna, Director
David John Shawver, Director
Tri Ta, Director
Patricia Bates, Director

APPENDIX G

CONTRACTOR'S LICENSING STATEMENT

The undersigned certifies that the Contractor is licensed in accordance with the laws of the State of California. The successful Contractor and subcontractors are required to hold the State of California Contractor's License(s) and DIR registration as required by SB854. Provide additional contractor's license details if applicable.

Contractor's License No. 266807 Class B/A/C4/C261 Expiration 11/30/2017
C36

Department of Industrial Relations (DIR) # 10000009561

Name of Individual Contractor Pacific Plumbing Co of Santa Ana

Signature of Owner Dan R Zeb

Business Address 615 E Washington Ave., Santa Ana, CA 92702

If the contractor operates under a partnership provide the name of the firm, name, title and address below.

Name of Firm _____

Business Address _____

Name _____ Title _____

Address _____

Name _____ Title _____

Address _____

If the contractor operates under a corporation, provide the name and address below in addition to the signatures of the President and Secretary.

Name of Corporation Pacific Plumbing Co of Santa Ana

Business Address 615 E Washington Ave, Santa Ana, CA 92702

Corporation organized under the laws of the State of California

Dan R Zeb _____ Signature of the Corporation President

Dan R Zeb _____ Signature of the Corporation Secretary

Date 1/3/17

APPENDIX H

LIST OF SUBCONTRACTORS

Contractor acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the name and location of each subcontractor who will perform work or labor or render service to the contractor in or about the work in an amount in excess of one-half of one percent (0.5%) of contractor's total bid and the kind of work that each will perform. Furthermore, contractor acknowledges and agrees that under Public Contract Code section 4100, et seq., if contractor fails to list as to any portion of work, or if contractor lists more than one subcontractor to perform the same portion of work (i.e. contractor must indicate what portion of the work each subcontractor will perform), contractor must perform that portion itself or be subjected to penalty under applicable law.

If alternate bids are called for and contractor intends to use subcontractors different from or in addition to those subcontractors listed for work under the base bid, contractor must list subcontractors that will perform work in an amount in excess of one half of one percent (0.5%) of contractor's total bid, including alternates.

In case more than one subcontractor is named for the same kind of work, the Contractor is to state the portion of work that each subcontractor will perform. contractors or suppliers of materials only do not need to be listed. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

Listed below is the name of each subcontractor that will perform work, labor, or render services to the undersigned related to the work of this project. This is to include any subcontractor that will specially fabricate and install a portion of work according to detailed drawings contained in the plans and specifications in the amount greater than one half of one percent (.05%) of the contractors total bid.

Subcontractor Name	<u>BC. Demo and Concrete</u>	Location	<u>Anaheim Ca</u>
Portion of Work/Trade	<u>1%</u>		
Bid Amount	<u>NA</u>		
Contractor's License Number	<u>830497</u>	DIR Number	<u>1000322629</u>
Subcontractor Name	_____	Location	_____
Portion of Work/Trade	_____		
Bid Amount	_____		
Contractor's License Number	_____	DIR Number	_____

APPENDIX I**CERTIFICATION OF NON-DISCRIMINATION BY CONTRACTORS**

Labor Code Section 1735 requires that no discrimination be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex of such persons, except as provided in Government Code Section 12940.

The business listed below certifies that it does not discriminate in its employment with regard to the factors set forth in Labor Code Section 1735; that it is in compliance with all federal, state and local directives and executive orders regarding non-discrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal employment opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all business employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

Business Name Pacific Plumbing Co.

Signature 

Printed Name/Title of Business Representative Gordon Aiton, OP MANAGER

Date 1-4-17

Please include any additional information available regarding equal opportunity employment programs now in effect within your company.

APPENDIX J**DEBARMENT AND SUSPENSION CERTIFICATION****TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29**

The Contractor, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

NA

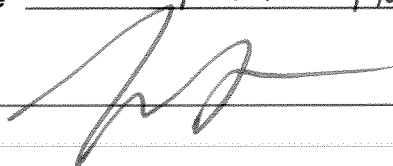
Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

Business Name

Pacific Plumbing Co.

Signature



Printed Name/Title of Business Representative

GORDON ARON, OP MANAGER

Date

1-4-17

APPENDIX K

PREVAILING WAGE CERTIFICATION

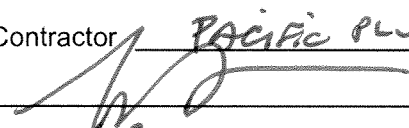
RFP RO2172

Plumbing Maintenance and Repair Services

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hour notice, payroll records, and apprentice and trainee employment requirements, for all Services on the above Project, including, without limitation, the State labor compliance monitoring and enforcement by the Compliance Monitoring Unit of the Department of Industrial Relations, if this Project is subject to a labor compliance.

Date 1/4/17

Legal Name of Contractor PACIFIC PLUMBING COMPANY OF SANTA ANA

Signature 

Print Name GORDON A. ITO

Title OPERATIONS MANAGER

APPENDIX L**WORKER'S COMPENSATION INSURANCE CERTIFICATION****RFP RO2172**

Plumbing Maintenance and Repair Services

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations, a certificate of consent to self- insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Date

1/4/17

Legal Name of Contractor

Pacific Plumbing Company of Santa Ana

Signature



Print Name

Gordon Airon

Title

Operations Manager

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.)

EXHIBIT 1

SAMPLE MAINTENANCE SERVICES AGREEMENT

THE PLUMBER PROTECTS THE HEALTH OF THE NATION

We would like to take this opportunity to introduce our company, Pacific Plumbing Company of Santa Ana. We are a family owned and operated plumbing contractor, established in the city of Santa Ana and servicing Southern California, since 1929.

Pacific Plumbing Company of Santa Ana has a new construction department that is fully staffed with union trained and educated tradesman that have vast experience in tenant improvements, remodel/retrofit, and new commercial & industrial construction. Including design build with Bim cap

We are a union shop, bondable to \$ 5,000,000, annual volume \$ 8,000,000. We do both new construction and service and repair jobs for residential and commercial properties. We are certified to test and repair/replace backflow devices in Orange County, LA County, Ventura County, Riverside County, and San Bernardino County.

KEY PERSONNEL:

David R. Zech	President	35 years
Gordon Aiton	Operations Manager	5 years
Jimmy De John	Estimator (new construction)	42 years
Jim Bette	Service & Repair Manager	25 years
Pat Barker	Estimator / Project Engineer	20 years
Keith Ferreira	Field Superintendent	10 years

Employee Qualifications/Credentials Technicians

Robert Smith – 10 years experience

Personal statement

Robert is a member of Local 582.

Qualifications

- Ward Flex Installation Certified
- Confined Space Entry Certified
- ProPress and ProFlow Certified
- PVC and CPVC Trained
- IPEX Training
- Tankless Water Heater Certified
- US Jetting Seminar Experience
- Backflow Certified in Orange County

Richard Diaz – 22 years experience

Personal statement

Richard is a member of Local 582.

Qualifications

- Little Giant Certified
- Backflow Certified in Orange County and Los Angeles County
- Rheem Tech Training
- Medical Gas Installer
- Confined Space
- Tankless Water Heater Certified

Jose Pintor – 16 years experience

Personal statement

Jose is a member of Local 582.

Qualifications

- Confined Space Entry
- Competent Person
- Trac Pipe Training
- Backflow Certified in Orange County, Los Angeles County, Riverside County, and San Bernardino County

Jim Bette – Service / Repair Manager

Personal statement

Jim is a member of Local 398. He has had 25 years of plumbing and irrigation experience.

Qualifications

- Certified UA Journeyman Plumber
- Highly knowledgeable in all aspects of the service plumbing and construction industry, both residential and commercial.
- Provides day-to-day technical leadership
- Able to draw and read blueprints and isometric drawings.
- Experience in backflow prevention devices.
- Managed new construction ground work, top out and finish in commercial and residential.
- Able to size gas/water and waste systems.

Wichai Singam – 26 years experience

Personal statement

Wichai is a member of Local 582.

Qualifications

- Brazer Certification
- NUCA Excavation Safety & Competent Person Training
- Medical Gas Installer
- NUCA Confined Space
- Orion Poly Pro RF Rionfuse Training

Michael Rasmussen – 17 years experience

Personal statement

Michael is a member of Local 582.

Qualifications

- Water Jetting Seminar Experience
- NUCA Excavation Safety and Competent Person Training
- Trac Pipe Cert of Training
- Medical Gas Installer
- Brazer Qualification
- IPEX Training
- Orion Poly Pro RF Rionfuse Training

Michael Lynch – 22 years experience

Personal statement

Michael is a member of Local 582.

Qualifications

- Polyethylene Pipe Fusion Training
- Seismic Services Installation
- Foreman Training
- Asbestos Awareness Training
- NUCA Excavation Safety and Competent Person Training
- IPEX Training

Gary Grady – 28 years experience

Personal statement

Gary is a member of Local 582.

Qualifications

- Brazer Qualified
 - Medical Gas Installer
 - Polyethylene Pipe Fusion Training
 - Asbestos Awareness Training
 - NUCA Excavation Safety and Competent Person Training
 - IPEX Training
 - Confined Space
-

Experience

<u>Customer</u>	<u>Job/Work Description</u>
Allergan	<p>Replace an 8" Ram packing expansion joint on a high pressure steam line</p> <p>Replaced 120 steam traps of different sizes</p> <p>Connect a temporary trailer (steam boiler) high pressure to existing central plant</p> <p>Replaced steam production valve as needed</p> <p>All maintenance on sewer and water lines for the campus</p>
OC Fire Authority	<p>High Pressure Underground - Liquid Propane Gas Piping</p> <p>Repped in stainless steel piping all lines to the simulating training facility at the training center.</p> <p>Maintenance & Repair: Service all fire houses upon request per contract (including Santa Ana) which includes the following: maintenance of all hot water boilers, all rain water interceptors, water and sewer lines, etc...</p>
OCTA	<p>Maintenance & Repair: Service all fire houses upon request per contract (including Santa Ana) which includes the following: maintenance of all hot water boilers, all rain water interceptors, water and sewer lines, backflow testing, etc...</p>
Capistrano Unified SD	<p>Maintenance & Repair: maintenance of 25+ schools in the district, maintain all underground utilities, domestic water, fire lines, irrigation, sanitary and storm sewers. Maintain all interior plumbing and replacement of all backflow devices 3" and larger. Service and maintain all heating and hot water boilers</p>
John Wayne Airport	<p>Service and repair per contract: maintain all underground utilities, domestic water, fire lines, irrigation, sanitary and storm sewers. Maintain all interior plumbing and replacement of all backflow devices 3" and larger. Service and maintain all heating and hot water boilers</p>
ABM Engineering	<p>Maintenance and repair of 40+ LA & OC courthouses which includes the following: backflow flow test and repairs, emergency service and repair of domestic water, waste, and gas lines. Boiler repairs and sewage ejection system.</p>

Adolph Novello

Consultant

43 Years Industry Experience

Adolph Novello has been in the plumbing and mechanical field since 1968. In 1968, after a tour in the Vietnam War, he successfully completed a 5-year Apprenticeship program through Chicago Local 130. He worked as a plumber in the Chicago area for about 19 years before moving to Orange County, California.

Adolph is a very talented plumber and mechanic. Being a master plumber for as long as he has, he has extensive knowledge in the following fields:

- Steam boiler and controls
- Medical gas installation & design
- Hot water boiler and piping
- Site work water main & sewer
- Gas piping
- Chilled water lines
- Process piping
- DI water nitrogen

Adolph has been employed with Pacific Plumbing Company of Santa Ana for 25 years. He was a Foreman and then Superintendent in the field. He was active in crew and project management, as well as materials coordination. In 2000, Adolph stepped into a management position in house. He was active in all aspects of project management but, primarily worked in close connection to the crews in the field to assure the success of the project and the satisfaction of the customer.

Adolph now serves Pacific Plumbing Co in an advisory capacity in retirement as an officer of the corporation.

Keith Ferreira

Superintendent-New Construction

22 Years Industry Experience

Keith Ferreira has been in the plumbing and mechanical field since 1993. He successfully completed a 5-year apprenticeship project through Southern CA Pipe Trades and is a licensed Journeyman plumber. He is an active member of UA Local 582.

Prior to working in the construction industry, Anthony attended California High School in Whittier and graduated in 1989.

Keith's skill set consists of the following:

- Eliminate risks by correctly identifying potential safety hazards
- Interpret blueprints to determine locations, quantities, and sizes of materials required
- Coordinate the manpower of journeymen and apprentices for each project
- Clean sewer lines with drain cleaning equipment
- Complete preventative maintenance on water heaters, toilets, urinals, and plumbing fixtures
- Prepare detailed records of all project tasks from start to finish
- Repair steam, drainage and sewer lines

Keith currently serves Pacific Plumbing Co as a Superintendent in the construction field. He is responsible for the coordination between the project managers in the office and the crews in the field. His communication skills are invaluable to the success of the company's projects.

David R. Zech

President

35+ Years Industry Experience

David has been in the plumbing and mechanical field and employed by Pacific Plumbing Co. of Santa Ana since 1981. He successfully completed a 4 year apprenticeship program through Southern CA Pipe Trades and is a licensed Journeyman plumber by trade.

After several years in the field, David became an estimator/project coordinator. He is committed to ongoing education and has attended courses in various aspects of design, coordination and management of plumbing and mechanical projects.

David is a very capable plumber and mechanic with expertise in the following fields:

- Medical gas installation & design
- Hot water boiler and piping
- Site work water main & sewer
- Gas piping
- Chilled water lines
- Process piping
- DI water nitrogen
- Steam boiler and controls

David helped Pacific Plumbing Co of Santa Ana find a niche market in the 1980's and 1990's by designing ink piping systems for the newspaper industry. He traveled and worked nationwide educating the customers and implementing the systems in various plants. He assisted in all phases of the project, from conceptual stage, budgeting, and pre-construction through implementation. Newspaper clients include LA Times, OC Register, Seattle Times and Denver Post.

David has been actively involved in the operation of Pacific Plumbing Co for 20+ years and has served as president for the past 10 years. David is involved in every project that Pacific Plumbing Co contracts, from original negotiations to design and pre-construction issues, through budgeting and tracking of job costs. He is responsible for customer retention and sales to new clients.

Jim Bette

Manager – Service and Repair

25 Years Industry Experience

Jim has been in the plumbing and mechanical field for 25 years and has been employed by Pacific Plumbing Co of Santa Ana since 2007. He successfully completed the apprenticeship program and is a licensed Journeyman plumber by trade.

Jim worked for several years as a plumber in both new construction and service and repair. Prior to coming to Pacific Plumbing Co, he managed a successful repair shop in Southern CA. He has been the manager for our Service Department since he was hired in 2007. As Service Manager, he is responsible for the daily supervision of the technicians, materials management, customer service and project estimation.

The following is a list of certifications that Jim currently holds:

- Badged and authorized to in the CA State Court System, John Wayne Airport and AT&T after thorough background checks and fingerprinting.
- Confined Space
- ProPress/ProFlow
- RayPac Boiler
- A.O. Smith Water Heater
- Rinnai and Noritz Tankless Heaters
- Backflow for County of Orange
- TracPipe
- Competent Persons
- U.S. Jetting
- IPEX Training
- US EPA Lead Safety
- Orion PolyPro
- Backflow Certified in Orange County

In his capacity as the Manager of the Service Department for Pacific Plumbing Co he works closely with the following customers:

- Orange County Fire
- Capistrano Unified School District
- Pacific Life
- Orange County Transportation Authority
- John Wayne Airport
- ABM Property Management
- Allergan
- Parker Hannifin

General Contractors

ABC Unified School District
Pacific Life Headquarters
Adams-Mallory Construction
Airflow Mechanical
Allergan Sales
ARB, Inc.
Armstrong Construction
Asher Industries
Austin Commercial
Baldwin Construction & Development
Barnhart, Inc
Bixby Land Company
CW Driver
Capistrano Unified School District
CB Bovenkamp, Inc
Chapman University
City of Irvine
City of Huntington Beach
County of Orange Resources
Del Amo Construction, Inc.
Diffenbaugh
DLS builders
DPR Construction
Dumarc Corporation
GCI Construction
Hamilton Construction
Howard Building Corporation
HC Olsen Construction
Heritage Construction
Operating Engineers

Bowers Construction
Bank of America
John Wayne Airport
Kaiser Foundation Health Plan
Kinney Construction Company
Kraus-Anderson Construction
Letner Roofing
Local 12 IUOE
Lozano Caseworks Inc.
Mater Dei High School
Millennium Biltmore Hotel LA
Morrow – Meadows Corporation
Orange County Public Works
Orange County Fire Authority
Pacific Nation Group
Pro Builders, Inc
RJ Daum Construction Co.
San Juaquin Hills Transportation
Snyder Langston
Swinerton Builders
Tower Engineering
University of California Irvine
UCI Medical Center
Universal Construction
Valley Commercial Cont
Western Allied
Whiting Turner Contracting Co.
WYCOP
Zumwalt Construction Inc.

Job Names

Temecula MOB – IMIS Mammo	WLA LAN Pharmacy
Corona MOB – IMIS Mammo	Edward Lifesciences EQ Chem Mic
Blood Lab Remodel	1550 HHW Boiler Burner Replacement
200 Center Move to Edinger	Allergy Dept Culver Marina
High Desert MOB 1 st Flr IMIS	MVCH Gen Rad Equip Installation
Allergan RD3 Fire Damage	Corona MOB Drain Repair
Normandie Pharmacy Remodel	Hoag Hospital Robotic Pharmacy
Union Bank LAHQ 34 th Floors	Uverse Tenant Improvement
DM-1 Remodel to Create New OHS	Quest San Clemente
RCRMC Transformer Upgrade F	Kaiser Diamond Bar MOB4
Long Beach MOB Replace Flooring	Remodel Allergy & Adjacent Area
Allergan Cafeteria Remodel	Bellflower MOB Replace Sewer
University of Southern CA	UCI Low Pressure Steam Line
Verano Housing Replace Water	Parkview MOB GI Processing
MOB 4 Optometry Expansion	Woman's CTR OSHPD-3 Compliance
Bellflower Basement HVAC Upgrades	PSX Brick Veneer & Green Screen
AHU S2 & S3 Replacement Park	MOB2 FMC Ped's Newborn Center
SCG Hoist Replacements 2012	Verano Re-Pipe Raised Floors
New Horizons Adult Learning	AT&T Roof Replacement
John Wayne Airport Hot Water	Urgi-Center Remodel
Park Sierra Outpatient Pharmacy	Pacific Hospital of Long Beach
Replace Surgical Lights & Med	AT&T Orange
KM2 6 th Floor Cancer Care Center	Replace Flooring & Paint
Reception & Optometry Remodel	USC University Regents Apts.
DMC Large Bore MRI	Blood Bank Remodel
Union Bank LAHQ 20 th Floor	DMC Soft Water for Food Steamer
Allergan Block A New Plan	Orchard Parking Structure
IMIS Mammo Whittier Putnam MOB	Biltmore Hotel
BofA Pasadena Center Restoration	RMC AHU-8 Replacement Project
MOB 4 Mop Sinks 1 st 2 nd Flr FM	AT&T 3 rd Floor Hot Spots
4900 Home Infusion Construction	MOB 2 Basement Create Lounge
OMC Tech Dock	OVMC MOB Install Sound Booth
1550 Steam Boiler Valve Replaement	SBMC South Hospital SM 1953
4950 Rad Oncology Nurse Station	Bellflower Pediatrics Relocation
IMIS Mammo BPMOB	4867 Bronchoscopy Procedure Rm
UCI Install Sub Meters	MV Heacock Blood Draw
Long Beach MOB Digital Mammo	FMC MOB 2 Convert PEDS Pharmacy
Indian Hill Blood Draw Remodel	Kaiser Torrance MOB
1 st Flr Nurse Clinic Mod & 2 nd	Lab HVAC Power Upgrade
OHS Clinic Culver Marina	Irvine Police Department

Replace Flooring @ FMC MOB 8
 Hoag Hospital Robotic Pharmacy
 Bellflower West Tower 2nd Flr
 Sleep Lab Remodel / New Steriling
 USC PSX Parking Structural
 ED Triage Stations MVCH
 Rancho Cucamonga MOB Blood
 FMC Relocate Water Line Gift Shop
 Allergan SRC Renovation ABF
 SCG Whittier Hoist Replacement
 Kaiser WLA Mammoth Fan Coil
 Cudahy Remodel Nurse MA Station
 Kaiser Indio MOB TI
 Install Grease Trap Middle
 UCIMC Dialysis Installation
 Bank of America Pasadena Center
 IUOE Tenant Improvement
 AT&T Cooling Tower Replacement
 Repl-Flrg MOB 1&2 Offices
 IceMachines & Casework Nourishment
 2nd Floor Nurse Core
 Union Bank Agoura Hills
 3rd Floor Nurse Clinic
 Kaiser Gardena MOB Reroof
 VK New Space Heating Hot
 Park Sierra Dermatology MOHS
 Irvine 1st Flr Provider Office
 SCG Ontario Branch Improvement
 B of A Pasadena Roof Valve
 OCC Med Relocation MOB-3 MB On
 Boarding
 Long Beach Remodel 3rd Flr
 Nordstrom Rack Block of Orange
 UCIMC Bldg 1A 2nd Floor Renovation
 RD2 Space Heating SW System
 BofA Pasadena Cooling Tower
 Administration Remodel
 High Desert MOB Handicapped Parking
 Bellflower MOB Install OR PT
 Install Drinking Fountain
 Evergreen Healthcare 1st Flr

Flouroscopy Unit Remodel 1st Floor
 City of Hope Flower Bldg Nano
 Kasier Corona Data Center PUS
 Cooling Tower Sand Filter
 IUOE Tenant Improvement
 DMC Install Dialysis Boxes
 Bellflower 1st Flr-Upgrade VAV
 Orchard Exterior Balcony Lanai
 Santa Ana Med Office Blood Draw
 La Palma Med Office Blood Draw
 Pain Treatment Rooms Remodel
 5th Floor Behavioral Remodel
 4900 5th Flr Vaginal Probe
 Domestic Hot Water Piping Replacement
 PT Pool Oil Interceptor Replacement
 South Coast Plaza Fire Main DC
 1526 GI Room Remodels 6th Floor
 Downey Pathology Lab Remodel
 BMC 1st Floor Hem/Onc/Pharmacy
 Parker Hannifin Building A Kitchen
 OVMC Pedestrian Bridge Ground
 Infusion Center Ontario Vineyard
 Pasadena Ctr Sewer Lines Traps
 Domestic Water Line Replacement
 SBMC Mammography Room 4
 Mater Dei Heisman Land Drainage
 Pacific Overloop Park Improvement
 Edwards Life Science T&D Building
 USC AHF Labs 127 & 230
 Evergreen Healthcare & Rehab
 BMC Internal Med Upgrade 4th

Work Plan & Methodology

Maintain two (2) plumbers on call, 24 hours a day, 7 days a week, including all holidays.

We also maintain a six (6) man emergency call out for large magnitude emergencies. All on call plumbers take their vehicles home to reduce response time. All plumbers are to respond to our answering service within 15 minutes from receiving the call. If they do not respond within that time, supervisors are notified immediately.

We strive to respond immediately to start the process of the SOW procedure. (After notification from your CPM or designated person) our on call plumber is qualified to make a decision on the phone if he (plumber) can handle the call or needs to notify the supervisor for assistance.

Our on call vehicles are fully stocked to handle basic emergencies day or night. If it is necessary to get material during off hours then we also have inventory stocked at our shop. Our vendors are also available for emergencies.

The following is a partial list of equipment that Pacific Plumbing owns. We have a variety of equipment at our disposal in our shop:

Backhoes	Thread Cutters
Dump Trucks	Acetylene and Oxygen
Pumps	Pipe Machine up to 4"
Generators	Padding Machine
Hydro Jetters	Welding Machine

Pacific Plumbing tests and certifies all styles and sized of backflow devices. All of our testers have been educated by the County of Orange, LA County, Riverside County, and San Bernardino County. We stock common parts for backflow devices and we also make our own backflow repairs. All paper work is submitted to the proper agencies upon test completion.

As stated earlier, Pacific Plumbing's employees go through a five year apprenticeship program on safety and plumbing (service & repair and new construction). They take classes in math, rigging, drawing, code classes, pipe sizing, boilers and controls, first aid, confined space, and competent person.

**ORANGE COUNTY FIRE AUTHORITY
PLUMBING MAINTENANCE AND REPAIR AGREEMENT**

THIS AGREEMENT FOR PLUMBING MAINTENANCE AND REPAIR SERVICES ("Agreement") is made and entered into this _____ day of _____, 2017 ("Effective Date"), by and between the Orange County Fire Authority, a California Joint Powers Authority, hereinafter referred to as "OCFA", and _____, a Corporation, hereinafter referred to as "Contractor". OCFA and Contractor are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties".

RECITALS

A. OCFA requires the services of a qualified contractor to provide plumbing maintenance and repair services at the OCFA Regional Fire Operations and Training Center located at 1 Fire Authority Rd. Irvine, CA 92602.

B. Contractor has submitted to OCFA a proposal to provide such plumbing maintenance and repair services dated _____, as modified by its Best and Final Offer, dated _____, copies of which are maintained on file with the Clerk of the Authority, and both of which are incorporated herein by this reference ("Contractor's Proposal").

C. OCFA desires to retain Contractor to provide such plumbing maintenance and repair services

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, the Parties agree as follows:

AGREEMENT

1. MAINTENANCE SERVICES

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Contractor shall provide those plumbing maintenance and repair services under a fixed-price contract as specified in the Scope of Services, attached hereto as Exhibit "A" (hereinafter, the "Services" or "Work"). Contractor warrants that all plumbing maintenance and repair Services shall be performed in a skillful, competent, professional and satisfactory manner in accordance with all standards prevalent in the same discipline in the State of California. Contractor represents and warrants that it and all of its employees and subcontractors providing any Work or Services under this Agreement shall have sufficient skill and expertise to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the OCFA.

1.2 Contract Documents.

This Agreement shall consist of the following: (1) this Agreement, inclusive of Exhibit "A"; (2) OCFA Request for Proposals Number RO2172 (the "RFP"), and (3) Contractor's Proposal. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) this Agreement, (2nd) the RFP, and (3rd) Contractor's Proposal.

1.3 Compliance with Law.

Contractor shall comply at all times during the term of this Agreement with all laws, ordinances, resolutions, statutes, rules, and regulations of OCFA and any federal, state or local governmental agency of competent jurisdiction. Contractor shall be liable for all violations of such laws, ordinances, resolutions, statutes, rules and regulations in connection with performing the Work and Services. If Contractor performs any Work or Services in violation of such laws, ordinances, resolutions, statutes, rules or regulations, Contractor shall be solely responsible for all penalties and costs arising therefrom. Contractor shall defend, indemnify, and hold OCFA, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, ordinances, resolutions, statutes, rules or regulations.

1.4 Licenses and Permits.

Prior to performing any Services or Work hereunder, Contractor shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Contractor represents and warrants to OCFA that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Contractor to perform the Work and Services under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the Work and Services required by this Agreement, and shall defend, indemnify, and hold the OCFA, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the Services to be performed, (b) has carefully considered how the Services should be performed and has carefully examined the

location or locations at or with respect to where the Services or Work is to be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Contractor represents and maintains that Contractor has or will investigate the site and is or will become fully acquainted with the conditions there existing, prior to the commencement of any Services hereunder. Should the Contractor discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Contractor shall immediately inform OCFA of such fact and shall not proceed with any work except at Contractor's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

Contractor 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.

1.7 Prevailing Wage.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided pursuant to this Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the OCFA, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

2. COMPENSATION

2.1 Maximum Contract Amount.

For the Services rendered pursuant to this Agreement, Contractor shall be compensated and reimbursed, in accordance with the terms set forth in Exhibit "A," in an amount not to exceed \$ _____ (_____ Dollars). The maximum amount of OCFA's payment obligation under this Agreement is the amount specified in this section ("Maximum Contract Amount").

2.2 Method of Payment.

In any month in which Contractor wishes to receive payment, Contractor 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 Contractor for all expenses stated thereon which are approved by OCFA consistent with this Agreement, within thirty (30) days of receipt of Contractor's invoice.

2.3 Changes.

In the event any change or changes in the Work is requested by OCFA, the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional fees for services. An amendment may be entered into, among other things: (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; and/or (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Contractor's profession.

2.4 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.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement. The time for completion of the Services to be performed by Contractor is an essential condition of this Agreement.

3.2 Schedule of Performance.

Contractor shall prosecute regularly and diligently the work of this Agreement according to the time periods specified in Exhibit "A." When requested by Contractor, extensions of the time periods specified in Exhibit "A" may be approved in writing by the Contract Officer; however, OCFA shall not be obligated to grant such an extension.

3.3 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 Contractor (financial inability excepted), including, but not restricted to, acts of God or of a public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the OCFA, if the Contractor, within ten (10) days of the commencement of such condition, notifies the Contract Officer in writing of the causes of the delay. The Contract Officer shall thereupon ascertain the facts and the extent of the delay, and extend the time for performing the Services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against OCFA for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term.

Unless earlier terminated in accordance with Section 8.5 of this Agreement, this Agreement shall commence upon the Effective Date, and shall continue in full force and effect for an initial one-year term ("Initial Term"). Thereafter, at the sole option of the OCFA, the Agreement may be extended for up to four additional one-year renewal terms. Following the Initial Term, and prior to any subsequent renewal term, the Contractor may increase the annual cost of Services. In no event, however, shall an increase in annual cost of Services exceed current prices plus three (3) percent per year or the percentage increase in the Consumer Price Index-Urban (CPI-U) for the immediately preceding 12-month period, whichever is lower.

4. COORDINATION OF WORK

4.1 Representative of Contractor.

The following principal of the Contractor is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the Services to be performed under this Agreement and make all decisions in connection therewith: _____

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 Contractor and devoting sufficient time to personally supervise the Services performed hereunder. The foregoing principal may not be changed by Contractor without the express written approval of the Contract Officer.

4.2 Contract Officer.

The Contract Officer shall be Steve Klein, unless otherwise designated in writing by OCFA. It shall be the Contractor's responsibility to keep the Contract Officer fully informed of the progress of the performance of the Services and Contractor shall refer any decisions that must be made by OCFA to the Contract Officer. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the OCFA required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees, were a substantial inducement for OCFA to enter into this Agreement. Therefore, Contractor 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. If Contractor is permitted to subcontract any part of this Agreement by OCFA, Contractor 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. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and OCFA. All persons engaged in the Work will be considered employees of Contractor. OCFA will deal directly with and will make all payments to Contractor. In addition, neither this Agreement nor any interest herein may be assigned, transferred, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of OCFA. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Contractor or any surety of Contractor from any liability hereunder without the express written consent of OCFA.

4.4 Independent Contractor.

A. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Contractor, or any of its personnel, an OCFA employee. During the performance of this Agreement, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as OCFA officers or employees. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither OCFA nor any of its officials, officers, employees, agents or volunteers shall

have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees or agents, shall not maintain a permanent office or fixed business location at OCFA's offices. OCFA shall have no voice in the selection, discharge, supervision, or control of Contractor's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service. Contractor shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. OCFA shall not in any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor.

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

C. No OCFA benefits shall be available to Contractor, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Contractor as provided for in this Agreement, OCFA shall not pay salaries, wages, or other compensation to Contractor for the performance of any Work or Services under this Agreement. OCFA shall not be liable for compensation or indemnification to Contractor, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the OCFA has financial obligations, other than pursuant to Section 2 herein, of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, representatives, agents, or subconsultants or subcontractors, Contractor shall defend, indemnify, and hold harmless OCFA from and against all such financial obligations.

4.5 PERS Eligibility Indemnification.

A. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing any Work or Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employee Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the OCFA, Contractor shall indemnify, defend, and hold harmless OCFA for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the OCFA.

B. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing any Work or Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any

compensation, benefit, or any incident of employment by OCFA, including but not limited to eligibility to enroll in PERS as an employee of OCFA and entitlement to any contribution to be paid by OCFA for employer contribution and/or employee contributions for PERS benefits.

5. INSURANCE

5.1 Compliance with Insurance Requirements.

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

5.2 Types of Insurance Required.

As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Contractor shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

A. Commercial General Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance written on an occurrence basis with limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the general aggregate, and one million dollars (\$1,000,000.00) for products and completed operations. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

B. Automobile Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury and property damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles.

C. Workers' Compensation Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Contractor 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 to require each of its subconsultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

5.3 Acceptability of Insurers.

Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A-VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer) listed on the State of California List of Eligible Surplus Lines Insurers (LESLI), by the latest edition of A.M. Best's Key Rating Guide, except that the OCFA will accept workers' compensation insurance from the State Compensation Fund. In the event the OCFA determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the OCFA, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the OCFA. Contractor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

5.4 Insurance Endorsements.

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

A. The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to provide the following:

(i) Additional Insured: The OCFA, its officials, officers, employees, agents and volunteers, shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement; and

(ii) Additional Insured Endorsements: Additional insured endorsements shall not (1) be restricted to "ongoing operations", (2) exclude

“contractual liability”, (3) restrict coverage to “sole” liability of Contractor, or (4) contain any other exclusions contrary to the Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(iii) Notice: The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days’ prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the OCFA. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Consultant’s failure to pay the insurance premium, the notice provided to OCFA shall be by ten (10) days’ prior written notice.

B. For all policies of Commercial General Liability Insurance, Contractor shall provide endorsements for ongoing operations and completed operations to effectuate this requirement.

5.5 Deductibles and Self-Insured Retentions.

Any deductible or self-insured retention must be approved in writing by the OCFA in advance and shall protect the OCFA, its officials, officers, employees, agents and volunteers, in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

5.6 Primary and Non-Contributing Insurance.

All policies of Commercial General Liability Insurance and Automobile Liability Insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the 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.

5.7 Waiver of Subrogation.

All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the OCFA, its officials, officers, employees, agents and volunteers, or shall specifically allow Contractor or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Contractor hereby agrees to waive its own right of recovery against the OCFA, its officials, officers, employees, agents and volunteers, and Contractor hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

5.8 Evidence of Coverage.

Concurrently with the execution of this Agreement, Contractor shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the OCFA. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the OCFA evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. Contractor shall promptly furnish, at OCFA's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents OCFA requires to verify coverage.

5.9 Requirements Not Limiting.

Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

5.10 Enforcement of Agreement (Non-Estoppel).

Contractor acknowledges and agrees that actual or alleged failure on the part of the OCFA to inform Contractor of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the OCFA nor does it waive any rights hereunder.

5.11 Insurance for Subconsultants.

Contractor shall include all subconsultants or subcontractors engaged in any Work or Services for Contractor relating to this Agreement as additional insureds under the Contractor's insurance policies, or Contractor shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the OCFA, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by Contractor's subconsultants or subcontractors performing any Work or Services related to this Agreement shall be endorsed to name

the OCFA, its officials, officers, employees, agents and volunteers, as additional insureds. Contractor shall not allow any subconsultant or subcontractor to commence any Work or Services relating to this Agreement unless and until it has received satisfactory evidence of their compliance with all insurance requirements under this Agreement, to the extent applicable. Contractor agrees to provide satisfactory evidence of compliance with this subsection upon request of the OCFA.

5.12 Other Insurance Requirements.

The following terms and conditions shall apply to the insurance policies required of Contractor pursuant to this Agreement:

A. Contractor shall provide immediate written notice to OCFA if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

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

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

D. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Work. It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

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

F. Contractor agrees to provide immediate written notice to OCFA of any claim, demand or loss against Contractor arising out of the Work or

Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

6. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense with legal counsel reasonably acceptable to OCFA), indemnify and hold the OCFA, its officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officers, directors, employees, subcontractors, Contractors or agents, in connection with Contractor's performance under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent that the Work or Services performed by Contractor are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the OCFA, its officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused in part by the sole negligence or willful misconduct of the OCFA.

7. RECORDS AND REPORTS

7.1 Reports.

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

7.2 Records.

Contractor shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Contractor shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records. Contractor shall maintain

such books and records in accordance with generally accepted accounting principles and shall clearly identify and retain the same for a period of three (3) years from the date of final payment by OCFA hereunder.

7.3 Ownership of Documents.

All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subconsultants, subcontractors and agents in the performance of this Agreement shall be the property of OCFA and shall be delivered to OCFA upon request of the Contract Officer or upon the termination of this Agreement, and Contractor 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. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. Contractor shall ensure that all of its subconsultants and subcontractors shall provide for assignment to OCFA of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify OCFA for all damages resulting therefrom.

7.4 Release of Documents.

All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subconsultants, subcontractors and agents in the performance of Services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

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 Contractor 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 Contractor. 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 Contractor, except that where termination is due to the fault of the Contractor 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, Contractor shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter.

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

8.6 Termination for Default of Contractor.

A. Contractor's failure to comply with any provision of this Agreement shall constitute a default.

B. If the Contract Officer, determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Contractor in writing of such default. Contractor shall have ten (10) days, or such longer period as OCSD may designate, to cure the default by rendering satisfactory performance. In the event Contractor fails to cure its default within such period of time, OCSD shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which OCSD may be entitled at law, in equity, or under this Agreement. Contractor shall be liable for any and all reasonable costs incurred by OCSD as a result of such default. Compliance with the provisions of this section shall not constitute a

waiver of any OCSD right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit OCSD's right to terminate this Agreement without cause pursuant to Section 8.5.

C. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, OCSD may, after compliance with the provisions of Section 8.6(B), take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the OCSD shall use reasonable efforts to mitigate such damages), and OCSD may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the OCSD as previously stated. The withholding or failure to withhold payments to Contractor shall not limit Contractor's liability for completion of the Services as provided herein.

8.7 Attorneys' Fees.

In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys' fees, expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

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 Contractor, 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 Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Covenant Against Discrimination.

Contractor 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, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, age, national origin, or ancestry. Contractor shall take affirmative action to insure that applicants and employees are

treated without regard to their race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

10.1 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.

To OCFA:

Orange County Fire Authority
Attention: Steve Klein
1 Fire Authority Road
Irvine, CA 92602

To Contractor:

10.2 Entire Agreement.

This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

10.3 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.

10.4 Successors in Interest.

This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.5 Third Party Beneficiary.

Nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

10.6 Recitals.

The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.7 Survival.

Any responsibility of Contractor for warranties, insurance, indemnity, record-keeping or compliance with laws with respect to this Agreement shall not be invalidated due to the expiration or termination of this Agreement.

10.8 Corporate Authority.

Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he/she is signing is bound.

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

“OCFA”

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____
Debbie Casper, Purchasing Manager

“CONTRACTOR”

Date: _____

By: _____

EXHIBIT A

**ORANGE COUNTY FIRE AUTHORITY
PLUMBING MAINTENANCE AND REPAIR AGREEMENT**

THIS AGREEMENT FOR PLUMBING MAINTENANCE AND REPAIR SERVICES ("Agreement") is made and entered into this 21st day of March, 2017 ("Effective Date"), by and between the Orange County Fire Authority, a California Joint Powers Authority, hereinafter referred to as "OCFA", and All American Mechanical Contractors, a Corporation, hereinafter referred to as "Contractor". OCFA and Contractor are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties".

RECITALS

A. OCFA requires the services of a qualified contractor to provide plumbing maintenance and repair services at the OCFA Regional Fire Operations and Training Center and Fire Stations.

B. Contractor has submitted to OCFA a proposal to provide such plumbing maintenance and repair services dated January 3, 2017, a copy of which is maintained on file with the Clerk of the Authority, and is incorporated herein by this reference ("Contractor's Proposal").

C. OCFA desires to retain Contractor to provide such plumbing maintenance and repair services

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, the Parties agree as follows:

AGREEMENT

1. MAINTENANCE SERVICES

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Contractor shall provide those plumbing maintenance and repair services under a fixed-price contract as specified in the Scope of Services, attached hereto as Exhibit "A" (hereinafter, the "Services" or "Work"). Contractor warrants that all plumbing maintenance and repair Services shall be performed in a skillful, competent, professional and satisfactory manner in accordance with all standards prevalent in the same discipline in the State of California. Contractor represents and warrants that it and all of its employees and subcontractors providing any Work or Services under this Agreement shall have sufficient skill and expertise to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the OCFA.

1.2 Contract Documents.

This Agreement shall consist of the following: (1) this Agreement, inclusive of Exhibit "A"; (2) OCFA Request for Proposals Number RO2172 (the "RFP"), and (3) Contractor's Proposal. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) this Agreement, (2nd) the RFP, and (3rd) Contractor's Proposal.

1.3 Compliance with Law.

Contractor shall comply at all times during the term of this Agreement with all laws, ordinances, resolutions, statutes, rules, and regulations of OCFA and any federal, state or local governmental agency of competent jurisdiction. Contractor shall be liable for all violations of such laws, ordinances, resolutions, statutes, rules and regulations in connection with performing the Work and Services. If Contractor performs any Work or Services in violation of such laws, ordinances, resolutions, statutes, rules or regulations, Contractor shall be solely responsible for all penalties and costs arising therefrom. Contractor shall defend, indemnify, and hold OCFA, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, ordinances, resolutions, statutes, rules or regulations.

1.4 Licenses and Permits.

Prior to performing any Services or Work hereunder, Contractor shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Contractor represents and warrants to OCFA that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Contractor to perform the Work and Services under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the Work and Services required by this Agreement, and shall defend, indemnify, and hold the OCFA, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the Services to be performed, (b) has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where the Services or Work is to be

performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Contractor represents and maintains that Contractor has or will investigate the site and is or will become fully acquainted with the conditions there existing, prior to the commencement of any Services hereunder. Should the Contractor discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Contractor shall immediately inform OCFA of such fact and shall not proceed with any work except at Contractor's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

Contractor 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.

1.7 Prevailing Wage.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided pursuant to this Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the OCFA, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

2. COMPENSATION

2.1 Maximum Contract Amount.

For the Services rendered pursuant to this Agreement, Contractor shall be compensated and reimbursed, in accordance with the terms set forth in Exhibit "A," in an amount not to exceed \$35,000 (Thirty-Five Thousand Dollars). The maximum amount of OCFA's payment obligation under this Agreement is the amount specified in this section ("Maximum Contract Amount").

2.2 Method of Payment.

In any month in which Contractor wishes to receive payment, Contractor 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 Contractor for all expenses stated thereon which are approved by OCFA consistent with this Agreement, within thirty (30) days of receipt of Contractor's invoice.

2.3 Changes.

In the event any change or changes in the Work is requested by OCFA, the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional fees for services. An amendment may be entered into, among other things: (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; and/or (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Contractor's profession.

2.4 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.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement. The time for completion of the Services to be performed by Contractor is an essential condition of this Agreement.

3.2 Schedule of Performance.

Contractor shall prosecute regularly and diligently the work of this Agreement according to the time periods specified in Exhibit "A." When requested by Contractor, extensions of the time periods specified in Exhibit "A" may be approved in writing by the Contract Officer; however, OCFA shall not be obligated to grant such an extension.

3.3 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 Contractor (financial inability excepted), including, but not restricted to, acts of God or of a public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the OCFA, if the Contractor, within ten (10) days of the commencement of such condition, notifies the Contract Officer in writing of the causes of the delay. The Contract Officer shall thereupon ascertain the facts and the extent of the delay, and extend the time for performing the Services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against OCFA for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term.

Unless earlier terminated in accordance with Section 8.5 of this Agreement, this Agreement shall commence upon the Effective Date, and shall continue in full force and effect for an initial one-year term ("Initial Term"). Thereafter, at the sole option of the OCFA, the Agreement may be extended for up to four additional one-year renewal terms. Following the Initial Term, and prior to any subsequent renewal term, the Contractor may increase the annual cost of Services. In no event, however, shall an increase in annual cost of Services exceed current prices plus three (3) percent per year or the percentage increase in the Consumer Price Index-Urban (CPI-U) for the immediately preceding 12-month period, whichever is lower.

4. COORDINATION OF WORK

4.1 Representative of Contractor.

The following principal of the Contractor is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the Services to be performed under this Agreement and make all decisions in connection therewith: Greg Denning

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 Contractor and devoting sufficient time to personally supervise the Services performed hereunder. The foregoing principal may not be changed by Contractor without the express written approval of the Contract Officer.

4.2 Contract Officer.

The Contract Officer shall be Steve Klein, unless otherwise designated in writing by OCFA. It shall be the Contractor's responsibility to keep the Contract Officer fully informed of the progress of the performance of the Services and Contractor shall refer any decisions that must be made by OCFA to the Contract Officer. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the OCFA required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees, were a substantial inducement for OCFA to enter into this Agreement. Therefore, Contractor 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. If Contractor is permitted to subcontract any part of this Agreement by OCFA, Contractor 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. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and OCFA. All persons engaged in the Work will be considered employees of Contractor. OCFA will deal directly with and will make all payments to Contractor. In addition, neither this Agreement nor any interest herein may be assigned, transferred, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of OCFA. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Contractor or any surety of Contractor from any liability hereunder without the express written consent of OCFA.

4.4 Independent Contractor.

A. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Contractor, or any of its personnel, an OCFA employee. During the performance of this Agreement, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as OCFA officers or employees. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither OCFA nor any of its officials, officers, employees, agents or volunteers shall

have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees or agents, shall not maintain a permanent office or fixed business location at OCFA's offices. OCFA shall have no voice in the selection, discharge, supervision, or control of Contractor's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service. Contractor shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. OCFA shall not in any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor.

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

C. No OCFA benefits shall be available to Contractor, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Contractor as provided for in this Agreement, OCFA shall not pay salaries, wages, or other compensation to Contractor for the performance of any Work or Services under this Agreement. OCFA shall not be liable for compensation or indemnification to Contractor, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the OCFA has financial obligations, other than pursuant to Section 2 herein, of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, representatives, agents, or subconsultants or subcontractors, Contractor shall defend, indemnify, and hold harmless OCFA from and against all such financial obligations.

4.5 OCERS and PERS Eligibility Indemnification.

A. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing any Work or Services under this Agreement claims or is determined by a court of competent jurisdiction or the Orange County Employees Retirement System (OCERS) or the California Public Employee Retirement System (PERS) to be eligible for enrollment in OCERS or PERS as an employee of the OCFA, Contractor shall indemnify, defend, and hold harmless OCFA for the payment of any employee and/or employer contributions for OCERS or PERS benefits on behalf of Contractor or its employees, agents or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the OCFA.

B. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing any Work or Services under this Agreement shall

not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by OCFA, including but not limited to eligibility to enroll in OCERS or PERS as an employee of OCFA and entitlement to any contribution to be paid by OCFA for employer contribution and/or employee contributions for OCERS or PERS benefits.

5. INSURANCE

5.1 Compliance with Insurance Requirements.

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

5.2 Types of Insurance Required.

As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Contractor shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

A. Commercial General Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance written on an occurrence basis with limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the general aggregate, and one million dollars (\$1,000,000.00) for products and completed operations. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

B. Automobile Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury and property damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles.

C. Workers' Compensation Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Contractor 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 to require each of its subconsultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

5.3 Acceptability of Insurers.

Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer) listed on the State of California List of Eligible Surplus Lines Insurers (LESLI), by the latest edition of A.M. Best's Key Rating Guide, except that the OCFA will accept workers' compensation insurance from the State Compensation Fund. In the event the OCFA determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the OCFA, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the OCFA. Contractor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

5.4 Insurance Endorsements.

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

A. The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to provide the following:

(i) Additional Insured: The OCFA, its officials, officers, employees, agents and volunteers, shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement; and

(ii) Additional Insured Endorsements: Additional insured endorsements shall not (1) be restricted to "ongoing operations", (2) exclude

"contractual liability", (3) restrict coverage to "sole" liability of Contractor, or (4) contain any other exclusions contrary to the Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(iii) Notice: The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the OCFA. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Consultant's failure to pay the insurance premium, the notice provided to OCFA shall be by ten (10) days' prior written notice.

B. For all policies of Commercial General Liability Insurance, Contractor shall provide endorsements for ongoing operations and completed operations to effectuate this requirement.

5.5 Deductibles and Self-Insured Retentions.

Any deductible or self-insured retention must be approved in writing by the OCFA in advance and shall protect the OCFA, its officials, officers, employees, agents and volunteers, in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

5.6 Primary and Non-Contributing Insurance.

All policies of Commercial General Liability Insurance and Automobile Liability Insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the 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.

5.7 Waiver of Subrogation.

All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the OCFA, its officials, officers, employees, agents and volunteers, or shall specifically allow Contractor or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Contractor hereby agrees to waive its own right of recovery against the OCFA, its officials, officers, employees, agents and volunteers, and Contractor hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

5.8 Evidence of Coverage.

Concurrently with the execution of this Agreement, Contractor shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the OCFA. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the OCFA evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. Contractor shall promptly furnish, at OCFA's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents OCFA requires to verify coverage.

5.9 Requirements Not Limiting.

Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

5.10 Enforcement of Agreement (Non-Estoppel).

Contractor acknowledges and agrees that actual or alleged failure on the part of the OCFA to inform Contractor of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the OCFA nor does it waive any rights hereunder.

5.11 Insurance for Subconsultants.

Contractor shall include all subconsultants or subcontractors engaged in any Work or Services for Contractor relating to this Agreement as additional insureds under the Contractor's insurance policies, or Contractor shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the OCFA, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by Contractor's subconsultants or subcontractors performing any Work or Services related to this Agreement shall be endorsed to name

the OCFA, its officials, officers, employees, agents and volunteers, as additional insureds. Contractor shall not allow any subconsultant or subcontractor to commence any Work or Services relating to this Agreement unless and until it has received satisfactory evidence of their compliance with all insurance requirements under this Agreement, to the extent applicable. Contractor agrees to provide satisfactory evidence of compliance with this subsection upon request of the OCFA.

5.12 Other Insurance Requirements.

The following terms and conditions shall apply to the insurance policies required of Contractor pursuant to this Agreement:

A. Contractor shall provide immediate written notice to OCFA if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

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

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

D. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Work. It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

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

F. Contractor agrees to provide immediate written notice to OCFA of any claim, demand or loss against Contractor arising out of the Work or

Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

6. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense with legal counsel reasonably acceptable to OCFA), indemnify and hold the OCFA, its officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officers, directors, employees, subcontractors, Contractors or agents, in connection with Contractor's performance under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent that the Work or Services performed by Contractor are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the OCFA, its officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused in part by the sole negligence or willful misconduct of the OCFA.

7. RECORDS AND REPORTS

7.1 Reports.

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

7.2 Records.

Contractor shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Contractor shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records. Contractor shall maintain

such books and records in accordance with generally accepted accounting principles and shall clearly identify and retain the same for a period of three (3) years from the date of final payment by OCFA hereunder.

7.3 Ownership of Documents.

All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subconsultants, subcontractors and agents in the performance of this Agreement shall be the property of OCFA and shall be delivered to OCFA upon request of the Contract Officer or upon the termination of this Agreement, and Contractor 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. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. Contractor shall ensure that all of its subconsultants and subcontractors shall provide for assignment to OCFA of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify OCFA for all damages resulting therefrom.

7.4 Release of Documents.

All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subconsultants, subcontractors and agents in the performance of Services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

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 Contractor 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 Contractor. 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 Contractor, except that where termination is due to the fault of the Contractor 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, Contractor shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter.

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

8.6 Termination for Default of Contractor.

A. Contractor's failure to comply with any provision of this Agreement shall constitute a default.

B. If the Contract Officer, determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Contractor in writing of such default. Contractor shall have ten (10) days, or such longer period as OCFA may designate, to cure the default by rendering satisfactory performance. In the event Contractor fails to cure its default within such period of time, OCFA shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which OCFA may be entitled at law, in equity, or under this Agreement. Contractor shall be liable for any and all reasonable costs incurred by OCFA as a result of such default. Compliance with the provisions of this section shall not constitute a

waiver of any OCFA right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit OCFA's right to terminate this Agreement without cause pursuant to Section 8.5.

C. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, OCFA may, after compliance with the provisions of Section 8.6(B), take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the OCFA shall use reasonable efforts to mitigate such damages), and OCFA may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the OCFA as previously stated. The withholding or failure to withhold payments to Contractor shall not limit Contractor's liability for completion of the Services as provided herein.

8.7 Attorneys' Fees.

In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys' fees, expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

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 Contractor, 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 Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Covenant Against Discrimination.

Contractor 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, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, age, national origin, or ancestry. Contractor shall take affirmative action to insure that applicants and employees are

treated without regard to their race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

10.1 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.

To OCFA:	Orange County Fire Authority Attention: Steve Klein 1 Fire Authority Road Irvine, CA 92602
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To Contractor:	All American Mechanical Contractors Inc. Attention: Greg Denning 940 Challenger St.. Brea, CA 92821
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10.2 Entire Agreement.

This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

10.3 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.

10.4 Successors in Interest.

This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.5 Third Party Beneficiary.

Nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

10.6 Recitals.

The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.7 Survival.

Any responsibility of Contractor for warranties, insurance, indemnity, record-keeping or compliance with laws with respect to this Agreement shall not be invalidated due to the expiration or termination of this Agreement.

10.8 Corporate Authority.

Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he/she is signing is bound.

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

"OCFA"

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____

Jeff Bowman, Fire Chief

APPROVED AS TO FORM.

ATTEST:

By: _____

DAVID E. KENDIG
GENERAL COUNSEL

Sherry A.F. Wentz
Clerk of the Board

Date: _____

"CONTRACTOR"

**ALL AMERICAN MECHANICAL
CONTRACTORS INC.**

Date: 21-MAR-17

By: _____

Gregory A. Denning
President

EXHIBIT A

SCOPE OF WORK

OCFA currently has a centralized Property Management Section responsible for the maintenance and repair of its headquarters and fire stations. The purpose of this Request for Proposals is to establish a contract for plumbing maintenance and repair services on an as needed basis. The successful contractor will provide plumbing maintenance and repair services including all personnel, labor, supervision, materials, tools and equipment required to maintain and repair plumbing systems of OCFA's seventy-two (72) fire stations and the RFOTC. The list of Fire Stations and addresses are provided as Attachment A.

The intent of these Specifications is to describe the repairs and maintenance requirements in general terms. The detailed specifications required will be based on the particular requirements at the time that a given job, and be judged based on those requirements. OCFA will consider value-engineering suggestions from Contractor and may accept alternates recommended if they provide equal or better functionality, durability, and cost effectiveness; however, OCFA, in its sole discretion, may require specific manufacturers and model numbers for any given job.

The following is a partial list of items or issues that may need attention:

- All piping for plumbing, water, waste, floor drains, drain grates, supply leader, soil pipe, grease traps, sewage and vent lines. Sewage shall include all sewers with metallic or non-metallic pipe used inside property lines.
- All piping for water filters, water softeners, water meters and the setting of same.
- All cold, hot and circulating water lines piping for house pumps, cellar drainers, ejectors, house tanks, pressure tanks, solar systems, display fountains, drinking fountains, plumbing fixtures and appliances, and the handling and setting of the above-mentioned equipment.
- All water services from mains to buildings, including water meters and water meter foundations.
- Wall water mains from whatever source, including branches and fire hydrants, etc.
- All down spouts and drainage areas, soil pipe, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks, etc. This includes all storm drain piping inside property lines.
- All equipment in bath and washrooms, shower stalls, etc.
- All bathroom, toilet room, and shower room accessories, i.e., towel racks, paper holders, glass shelves, hooks, mirrors, cabinets, etc.
- All lawn sprinkler work, including piping, fitting, and lawn sprinkler heads.
- All piping for hydraulic, vacuum, pneumatic, air, water, steam, oil or gas equipment.
- All piping for power, or heating purposes, either by water, air, steam, gas, oil, chemicals, or any other method.
- All air piping of every description.
- All temporary piping of every description in connection with building and construction work, excavating and underground construction.
- The operating, maintenance, repairing, servicing and dismantling of all work installed by journeymen plumbers and/or pipe fitters.

Additional services other than those listed may be requested by OCFA Property Management during the contract term. Any additional services added to the contract are to be provided at the same time and material prices offered in the proposal.

Services not detailed in this scope, are not to be performed unless they are requested, provided a project number and authorized by OCFA. All additional work must be documented, signed by OCFA Property Management. Additional work is to be billed at the hourly rate provided in the proposal.

All offerors providing services will have the competency, relevant experience, knowledge, and reliability which qualify the individual(s) to successfully provide the required supplies and services requested in this RFP.

MINIMUM QUALIFICATIONS

- 1) Contractor must be skilled and regularly engaged in the general class or type of work called for under the contract. The successful contractor must also have no less than five (5) years of experience in providing plumbing maintenance and repair services.
- 2) Contractor must possess a valid California **C-36** Contractor's license at the time of proposal submission, pursuant to California Public Contract Code Section 3300 and Business and Professions Code Section 7028.15. The respondent must be licensed as a contractor in accordance with the provisions of California Business and Professions Code Chapter 9, Article 5 Licensing 7065-7077. The successful contractor must maintain the license throughout the duration of this contract.
- 3) Pursuant to SB854, and Labor Code Section 1725.5 contractor must be registered with the Department of Industrial Relations (DIR).

The offeror must state specifically in the descriptive narrative or other supporting documents how the offeror meets the minimum qualifications specified above.

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

SPECIFIC REQUIREMENTS – GENERAL RESPONSIBILITIES OF SUCCESSFUL CONTRACTOR

Performance Requirements:

Contractor must provide trained and experienced personnel. Supervisors must be qualified, proficient in English, trained and capable of providing adequate supervision and direction to Contractors' employees and must demonstrate verbal and written communication skills sufficient for the work required herein.

All work must be done per specifications, according to all applicable and acceptable industry standards as it relates to each trade, of the highest quality workmanship commensurate with the required work, and completed by the time required. Contractor personnel must wear uniforms, furnished by the Contractor with the Contractor's name and/or logo, and employee name at all times during the performance of the work at the RFOTC.

Contractor must provide their own telephones. The use of OCFA telephones and radios are prohibited except under emergency circumstances for medical aid, fire, or safety.

Contractor must furnish and maintain at its own expense, an adequate stock of materials/supplies, parts, all equipment and tools to perform the specified work and provide a timely service. All supplies, labor, vehicles and equipment must be compliant with the specifications, terms and provisions set forth herein and shall be subject to random, unannounced inspection by OCFA.

Any additional work performed on an hourly basis, separate from the contract will require a daily time sheet signed by OCFA Property Management Facilities Manager or designated representative.

OCFA will not provide office or storage space for the Contractor's supplies, vehicles or equipment.

Repair Request Procedure:

During regular working hours, the facility requesting service will contact the Property Management Section and place a service call. The request for service will be logged and staff will then contact the contractor and provide:

- Location (site name and address)
- Nature of the problem
- Name of on-site contact person
- Phone number of on-site contact person

After regular hours, weekends, and holidays, the Battalion Chief or Section Manager will give the station personnel the authorization to place a service call to the Contractor and advise OCFA Property Management that a call was placed as an emergency so the request can be logged and a number provided to the Contractor.

The contractor, under both circumstances, may call the site with the problem and obtain any additional information it deems necessary and to provide an anticipated arrival time of the service technician.

(Note: A portion of the fire stations are staffed with volunteers that have no permanent personnel on the site, while others are staffed with 24-hour permanent personnel. It is essential to coordinate the arrival of the service technician with fire personnel.)

Service Call Procedure:

Upon arrival at each site, the Contractor shall complete the following:

- Sign in on the station log (at all fire stations)
- Check in with the Station Captain, if available
- Evaluate the specific materials and labor required to complete the repair
- Develop an estimate of the expected costs (if possible)
- Develop potential alternatives with costs, in the case of repair vs. replacement

- Advise Property Management by telephone of the cost of repairs and other work PRIOR to proceeding with the work.
- Contractor will proceed with work after authorization is received from Property Management
- Complete all work in accordance with the estimate

Contractor must prepare service call report detailing the work performed, obtain the signature of the Station Captain on the report (if available), and leave a copy of the report at the site. That report must at least contain the following: Time of arrival, time of departure, brief summary of repair request, detailed summary of the work performed, summary of any additional work required or recommended.

Contractor must advise Property Management if any additional work is required and when the Contractor will return to perform the work.

If urgent repairs are needed, Contractor will advise Property Management, by telephone, with an estimate of repairs and other work prior to proceeding with the work.

Contractor must contact Property Mgmt. to obtain additional authorization when the repair work is expected to exceed the original estimate by more than 10%.

Service Requirements:

A. General

- Note that per the Business and Professions Code ss. 7059: "In no case shall the...[Contractor] whose classification constitutes less than a majority of the project [perform the project unless]...the performance of the work in the crafts or trades, other than in which [Contractor] is licensed, is incidental and supplemental to the performance of the work in the craft for which the [Contractor] is licensed....All work to be performed outside of [Contractor's] license specialty, except work authorized by [the aforementioned], shall be performed by a licensed subcontractor..."
- Perform all work in accordance with the latest editions or addenda of the following applicable codes, standards and specifications.
- Perform all work according to all applicable industry-standards and to the highest quality commensurate with the required work.
- Ensure that all work is done only by experienced and professional personnel.
- Provide everything necessary to complete the repairs and maintenance work including but not limited to labor, equipment, materials, consumables, etc.
- Ensure that all work properly and neatly fits the adjacent existing materials.
- Perform work according to any applicable manufacturer's specifications.
- Provide a 24/7 call number for emergency repair work.
- Respond in the time required.
- Remove and properly dispose of any to-be-replaced materials.
- Provide all documentation, altered diagrams, updated or new manuals, and the like within seven calendar days after the repairs have been affected. (as applicable)

B. Repairs

- a. Diagnose and recommend an appropriate solution to remedy the damage or defect according to all applicable manufacturers' specifications, Standard Specifications for Public Works Construction, and industry standard practices.
- b. Provide an estimate of the repair costs at the hourly rates and materials amounts.
- c. Make approved repairs as soon as possible, but only after department so authorizes.
- d. Verify work has been completed properly and adjacent work is not affected.

Technical Requirements

A. General

- a. The work required hereunder is based on the California Department of Consumer Affairs Contractors State License Board (CSLB). Any changes made by the CSLB automatically apply to the license classifications listed below.

Plumbing Work

i. C-36 – Plumbing Contractor

A plumbing contractor provides a means for a supply of safe water, ample in volume and of suitable temperature for the purpose intended and the proper disposal of fluid waste from the premises in all structures and fixed works. This classification includes but is not limited to:

- (a) Complete removal of waste from the premises or the construction and connection of on-site waste disposal systems;
- (b) Piping, storage tanks and venting for a safe and adequate supply of gases and liquids for any purpose, including vacuum, compressed air and gases for medical, dental, commercial and industrial uses;
- (c) All gas appliances, flues and gas connections for all systems including suspended space heating units. This does not include forced warm air units;
- (d) Water and gas piping from the property owner's side of the utility meter to the structure or fixed works;
- (e) Installation of any type of equipment to heat water, or fluids, to a temperature suitable for the purposes listed in this section, including the installation of solar equipment for this purpose; and
- (f) The maintenance and replacement of all items described above and all health and safety devices such as, but not limited to, gas earthquake valves, gas control valves, back flow preventors, water conditioning equipment and regulating valves.

B. Subcontractors

- a. The majority of the work as required herein and at the time the work is requested must be done by the awarded Contractor.
- b. The work may not be subcontracted or sublet to another contractor unless the contractor has been listed on the Subcontractor List or a substitution of that contractor has been approved by Property Management in advance of any scheduled or actual work.
- c. Subcontractor(s) must meet all insurance requirements of the prime contractor as listed on pages 22 – 24.

C. Specialized Equipment

- a. Provide all equipment necessary to facilitate the work required herein at Contractor's sole expense.
- b. Provide the necessary safety equipment.
- c. Ensure that you have accurately and completely determined the actual types of equipment well in advance of the work to be performed.

D. Specific Work for Repairs

- a. Repairing
 - ii. Make necessary repairs to ensure that equipment, components or fixtures are operating properly and according to the manufacturer's specifications.
 - iii. Ensure that any items used to make repairs meet or better the original manufacturer (OEM) specifications.
 - iv. Coordinate the repairs and times with Property Management.
- b. Reporting
 - i. Provide verbal reports to Property Management as necessary to facilitate the work required herein.
 - ii. Provide written reports, along with warranties of installed products (outside of products provided by OCFA), to Property Management with the invoice for completed work, which must contain, but not limited to the following:
 - 1. Location number/address serviced.
 - 2. Facility generated Work Order(s)
 - 3. Date and time Location was serviced.
 - 4. Types of and Quantities materials used and/or replaced.
 - 5. Potential Hazards at and around the Locations.
 - 6. Proposed alternate products that are cost-effective, energy efficient, and or have environmental advantages.
 - 7. Failure to provide the written report with the invoice will suspend any related payments by the number of days until the report is received.
 - 8. Failure to complete the required replacements will suspend any related payments by the number of days until the work is received.

E. Specific Work for Preventative Maintenance

a. Service Inspections

- i. Tour all designated work areas with Property Management to review and document items requiring corrective action.
- ii. If needed, perform the above prior to the start of any work, during other scheduled times provided by Property Management.
- iii. Make all required remedies to any work deficiencies as soon as practicably possible, but in no event greater than three business days after receipt of notification from OCFA.

b. Replacing Materials

- i. Replace materials only with same item as being replaced.
- ii. If alternative materials are being proposed, use the most energy-efficient, cost-effective, and replacements that have environmental advantages and that exhibit the same performance characteristics as the item being replaced. All such proposed replacements must be reviewed in advance of their replacements by Property Management prior to such replacements; then, only after approval will such replacements be permitted.
- iii. Dispose of any materials used in the course of completing scope of work properly, and in accordance to all governing agencies at contractor sole expense. This includes manifesting and chain of custody if required based on the nature of work being provided.

Performance Hours:

All work must be coordinated with OCFA Property Management unless otherwise specified.

The Contractor must conduct the work at all times in a manner which will not interfere with normal OCFA operations.

Quality Control:

All items furnished must be new, of good workmanship, in full accordance with the specifications, and free of defects. Items will be subject to inspection by the OCFA. If any product or service delivered shows evidence of shipping damage or defects, does not meet applicable specifications, or does not perform to the standards represented by the supplier, the OCFA shall reject same. Supplier will refund money which has been paid and bear all costs of removal and return of the products. Unless otherwise specified, all products provided shall have a manufacturer's warranty of at least twelve (12) months on workmanship, parts, and labor.

Damage or repair:

If any materials, equipment or other property contained in or constituting a part of an OCFA premise shall be damaged or destroyed by Contractor or its subcontractor(s), if any, in the course of performing services, Contractor shall at its expense promptly repair or replace the same, to the complete satisfaction of OCFA.

Safety:

Contractor, its employees, and agents must comply with all applicable health and safety requirements and procedures while performing services and exercise caution at all times for the protection of persons and property. Safety provisions of all applicable laws and ordinances shall be strictly observed and the Contractor and property at all sites. All fines, penalties and/or repair charges resulting from the Contractor's neglect of safety provisions shall be the sole responsibility of the Contractor.

Contractor shall provide and maintain the necessary precautions, supervision, and safeguards for the safety of all persons performing services and shall not cause or permit to exist an unlawful, hazardous, unsafe, unhealthy, or environmentally unsound condition over which Contractor has control.

SDS sheets (material safety data sheets) are to be provided on all products before they are brought on the premises. SDS shall be posted in each location the products are stored. All containers shall bear proper labels.

Contractor must outfit all equipment and materials used with any and all such safety devices and warning mechanisms as may be necessary to advise and protect the public and prevent personal injury and property damage.

Contractor shall must restrict access to the designated areas and parking spaces under the performance of the contract.

Contractor and its employees shall not enter areas of the facilities not specifically included in this specification for services.

Warranties:

Contractor represents, warrants, and covenants that in connection with any services performed under this specification: it is in the business of performing the Services described hereunder; it is experienced and expert in performing such services; all equipment used in the performance of services hereunder shall be suitable for such use; it understands the currently-known hazards which are presented to persons, property, and the environment in connection with the performance of such services and the transportation, storage and disposal of material; it is aware of all laws, regulations, orders, and other governmental requirements pertaining to the performance of such services; it will perform such services in full compliance with all applicable laws, regulations, orders, and other governmental requirements; it will perform such services in compliance with all necessary and applicable permits and it has obtained or will obtain all permits necessary to perform the services; it possesses the professional and technical skills required to perform the services; no environmental enforcement actions have been brought or are likely to be brought against contractor that could have a material adverse effect on OCFA; and any agents or personnel employed by the contractor will meet the same standards as apply to contractor that could have a material adverse effect on OCFA.

Additional Information:

This contract is for the maintenance and repair of existing items, equipment, and structures and does not include larger projects, new work or add-ons. Splitting costs on a single facility-generated work order, projects, or work to avoid this limitation is prohibited and subject Contract to immediate termination.

OCFA will invite Contractors to provide quotes for larger projects. Contractors may provide additional discounts at the time of the quote. Contractor with the lowest total responsive quote for a given job will be awarded that job. This process will be repeated for future work.

OCFA may choose to award jobs that are expected to be less than \$5,000 to Contractor any that it chooses; such choice will be based on past pricing, timely performance, and quality of work.

The preceding dollar limitation applies only to ROUTINE requests and does not apply to EMERGENCY or URGENT requests; OCFA may choose to award EMERGENCY or URGENT jobs as is in OCFA's best interests.

The OCFA may also conduct regular performance reviews on a regular basis to evaluate the levels of service and quality provided.

Contract Coordinator: OCFA/Property Management Staff (714) 573-6470

Contract Manager: Steve Klein, OCFA Facilities Manager, (714) 573-6475, cell (714) 720-6067 and email: steveklein@ocfa.org.

All American

MECHANICAL CONTRACTORS, INC.



CORPORATE FACILITY AND GENERAL CONTRACTING SERVICES

940 CHALLENGER STREET

BREA, CALIFORNIA 92821

800.310.2176

562.690.2176

FAX 714.256.1357

WWW.FACILITIES-MAINTENANCE.COM

January 4, 2017

Orange County Fire Authority
Rothchild Ong
Purchasing Department
1 Fire Authority Road
Building C
Irvine, CA 92602

REF: Letter of Transmittal – RFP RO2172

Dear Mr. Ong,

We are pleased to present our proposal to provide comprehensive plumbing services to the OCFA (Orange County Fire Authority).

Upon a thorough review of the contract documents, we are providing the following information for the project.

PROJECT UNDERSTANDING -

The OCFA is seeking to contract with selected plumbing contractors to provide comprehensive plumbing and piping repair/fix/alteration/demolition/restoration services on an as-needed (demand) basis or Preventative Maintenance basis. These services are required at all 72 OCFA fire department locations as well as the headquarters offices 24/7/365 to minimize the disruption to the Authority's critical mission of saving lives and protecting property.

EXECUTION STRATEGY –

All American's greatest assets to achieving our Clients project goals and executing the work to be done is its people. They are honest, experienced, forward thinking, professional, and hardworking, defines AAMC. AAMC team members form collaborative relationships with Clients, owners, property managers, subcontractors and others to assist in delivering the most desirable and economical solution to the facilities maintenance goal, reinforcing the company's reputation for superior workmanship and performance. AAMC's business philosophy is dedicated to trusting relationships, excellent service, workmanship that has enduring character and meeting or exceeding customer expectations every time.

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MISSION STATEMENT –

All American is committed to providing its Clients high quality services while creating an enjoyable and productive working environment. We are sensitive and responsive to our Clients' needs and devoted to their complete satisfaction. We strive to be fair, honest, courteous, and professional in all our dealings. Our strength is generated from our commitment to our Clients, our industry, and our employees.

COMPANY BACKGROUND & TIMELINE -

All American Mechanical Contractors, Inc. was founded in 1975 by Ronald T. Denning as a full service plumbing and mechanical contractor. The Company has grown through the years to become a full service facilities maintenance contractor with a core competency in plumbing services to Government Agencies, National Retailers, Major Oil Retailers, Financial Institutions, Retail Pharmacies, Hospitals, and Distribution Centers.

Founded in 1975 – 41 Years in Business – a California Corporation.

1975 - 1986

Primary Business as a Plumbing & Mechanical Contracting Company

Hospitals and Government Military Installations

1987 – 1995

New construction and Remodel Projects (some general contracting work)

Formed partnerships with Major Oil retailers

Construction and Remodel of New Retail Gas Stations, Car Washes, and QSR Restaurants

1992 – Present

Created our Service Department to provide repair and maintenance to major oil companies at over 1000 locations in Southern California

2000 – Provide services to big box retailers, pharmaceutical retailers, financial institutions, dine-in restaurants, property management companies.

2010 – The Company changed leadership due to the founder's death and is now managed by Greg Denning. Greg is a second generation General and Plumbing Contractor who learned the trade and the business starting in 1986.

2010 - Provide services to small health care facilities – convalescent and rehabilitation facilities, high-end department stores, and specialty retail.

2015 – Re-entered the Federal Government space performing facilities maintenance.

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CREDENTIALS –

- **Gregory A. Denning** - President / CEO – 31 Years – General Contractor, Plumbing Contractor, Facilities Maintenance/Operations Services – CA Licensed 795423 B- General Contractor, C-20 HVAC, C-36 Plumbing, HAZ Hazardous Substance Removal. Washington State Licensed General Contractor UBI 603-082-703.

Mr. Denning is the President & CEO of ALL AMERICAN MECHANICAL CONTRACTORS, INC., a company recognized for helping large and small organizations with FACILITY MAINTENANCE PROGRAMS, PROJECT ROLL OUTS, and LOCATION REMODELS. Greg offers 30 years of experience with Fortune 500 corporations, government agencies, and small businesses where he was instrumental in the development and management of numerous FM Programs, Roll Outs, and Remodel Projects throughout California. Clients appreciate his insight into their business needs and clear communication, which complements his background in Construction and Maintenance. All American Mechanical Contractors, Inc. is a California licensed General, HVAC, Plumbing, and Hazardous Substance Removal Contractor and has worked with large global oil companies, retailers, engineering firms, property management firms, and government agencies with partners such as Shell Oil Products, Target Corporation, Henderson Engineering, Cushman & Wakefield, and United States Air Force.

Mr. Denning gained technical expertise and business acumen as a Field Service Manager, Executive Manager, and President of All American Mechanical Contractors, Inc. As a second-generation owner, Greg has worked in all areas of the business positioning himself as an expert in many fields of facilities maintenance and remodel.

Mr. Denning is an active member of his professional community through memberships and leadership roles, e.g.: Professional Retail Store Maintenance Association (PRSM) where he is an active member of the Vendor Relations Committee & Restaurant Facility Management Association (RFMA). Greg attended California State University Long Beach – College of Business Administration; he has earned numerous credits and industry certifications from the University of California – Riverside in the field of environmental protection and hazardous waste remediation.

- **Jenette M. Denning** - Secretary/Treasurer/Office Manager – 27 Years – General Contracting, Plumbing, Facilities Maintenance/Operations Services, & Backflow Specialties (Jenette is the Past President of the Orange County Chapter of the American Backflow Prevention Association).

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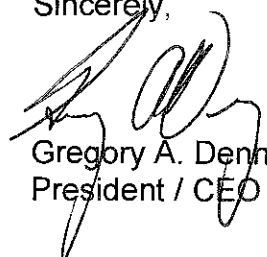
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- **Gary Giese** - Operations Director – 25 Years - FM Services/Construction
- **Lorraina Navarette** - Senior Service Coordinator Group – 12 Years in FM Services – 3 Years as Dispatcher/Coordinator.
- **Oscar Flores** – Southern California Field Foreman – P.I.P.E. Certified Journeyman – 15 Years as a Journeyman.
- **Journeyman Service Plumbers (8)** – Experience – Minimum 15 Years in Commercial Plumbing Service Must possess at least one:
 - City of Los Angeles Plumbing Journeyman's Card
 - Los Angeles County Certificate of Registration - Journeyman Plumber
 - CSLB C-36 Contractor's License
 - PHCC Plumbing Certification
 - UA/PIPE Journeyman's Card+
 - Verifiable Experience as a Plumbing Apprentice/Journeyman
- **Jamie Sagliano** - Account Manager – 13 Years in Plumbing R&M
- **Bill Foresta** - EH&S Manager – 12 Years – Safety/Training/Trainer: CSE/Hot Work, LOTO, Fall Protection, OSHA Standards, HazComm, Electrical Safety, Aerial Work Platforms, Ergonomics, Behavior Based Safety, etc.

All American Mechanical Contractors, Inc. has the experience, qualifications, and dedicated professional staff to meet the needs of the OCFA.

Please feel free to reach out to me if you have any questions or need additional information.

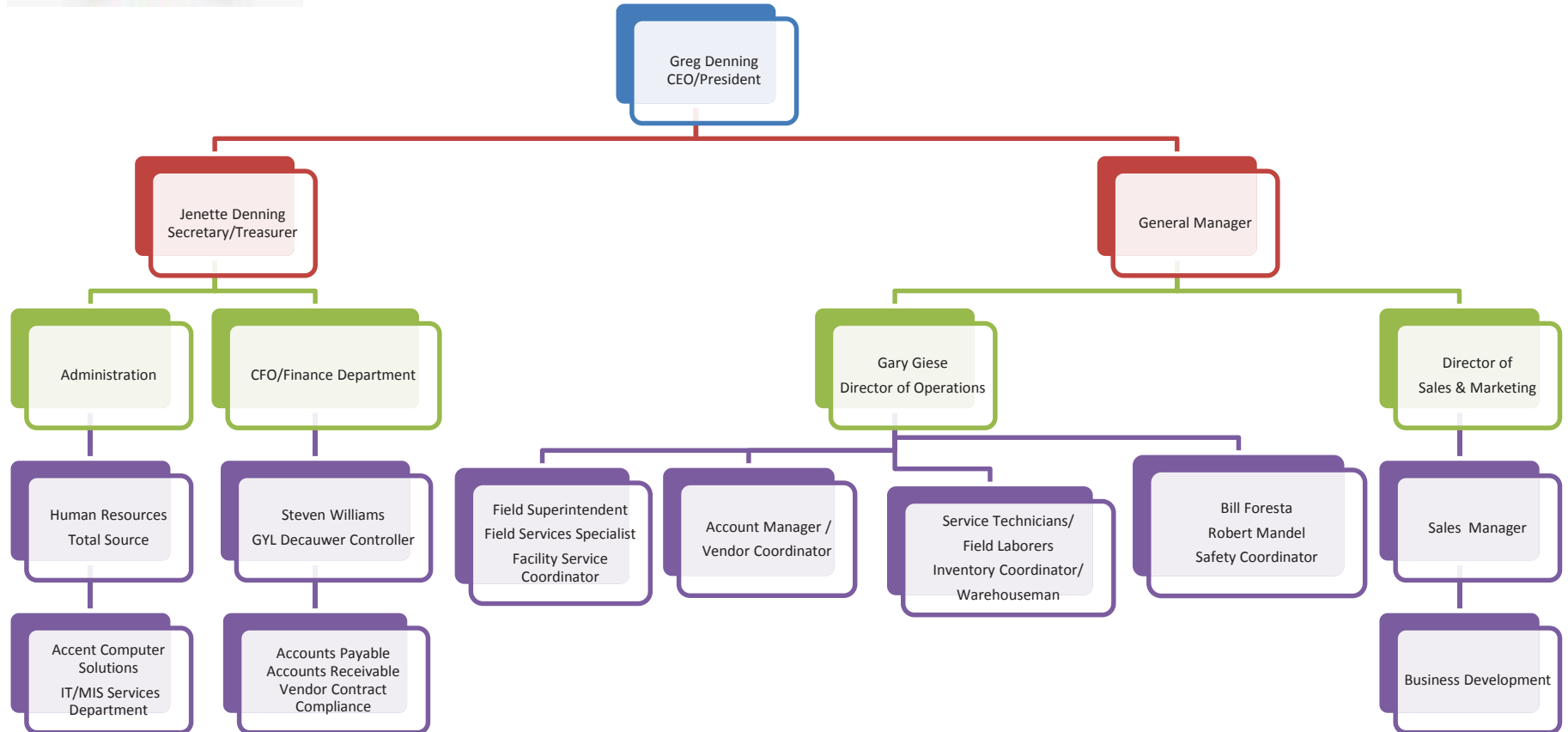
Sincerely,



Gregory A. Denning
President / CEO



AAMC ORGANIZATION CHART



Facilities Maintenance * Facilities Repairs * Facilities Operations * Facilities Upgrades

Statement of Qualifications

Facilities Maintenance Services



All American Mechanical Contractors, Inc.

"Corporate Facilities and General Contracting Services"
Since 1975

940 Challenger Street | Brea, California 92821-2930
Orange County: (714) 989-5925 | Los Angeles County (562) 690-2176
Toll Free: (800) 310-2176 | FAX (714) 256-1357
Information E-mail: CustomerService@facilities-maintenance.com

24 Hour - Work Order/Service Request
E-mail: Work.Requests@facilities-maintenance.com

www.facilities-maintenance.com

California Contractor's License No. 795423
B - General Contractor
C - 20 HVAC Contractor
C - 36 Plumbing Contractor
HAZ - Hazardous Substance Removal Contractor

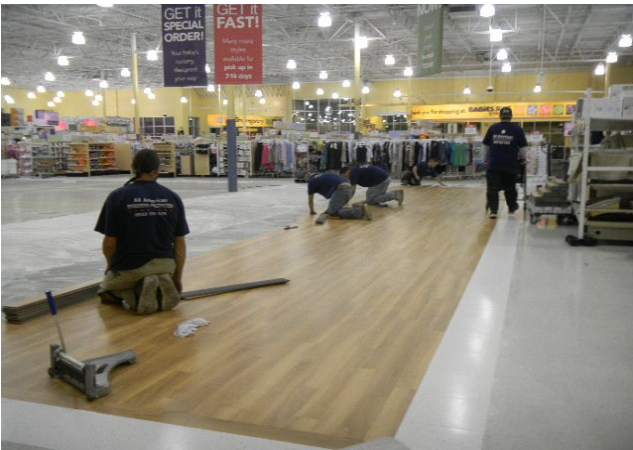


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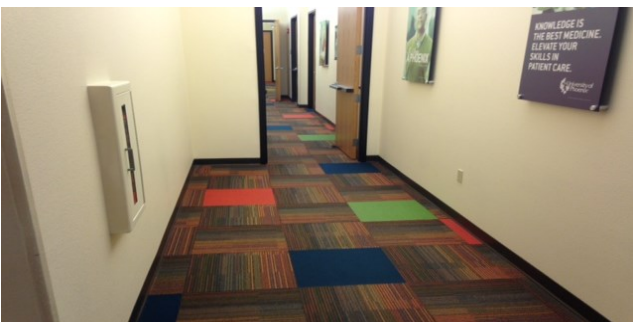
Company Profile



Established in 1975, All American Contractors, Inc. (AAMC) is a full service facilities maintenance contractor. AAMC is a California licensed General Contractor, (B), HVAC Contractor (C-20), Plumbing Contractor (C-36), and Hazardous Substance Removal Contractor (HAZ). We are also a California Department of General Services Certified Small Business # 2000617 as well as a California Department of Industrial Relations Registered Contractor # 1000003583. Our headquarters is centrally located in Brea, California to service Southern California. AAMC is a technologically advanced contractor with a field service staff utilizing tablet computers and GPS located and routed fleet.



Its people - honest, experienced, forward thinking, professional, and hardworking, defines AAMC. AAMC team members form collaborative relationships with Clients, owners, property managers, subcontractors and others to assist in delivering the most desirable and economical solution to the facilities maintenance goal, reinforcing the company's reputation for superior workmanship and performance. AAMC's business philosophy is dedicated to trusting relationships, excellent service, workmanship that has enduring character and meeting or exceeding customer expectations every time.



The company completes numerous projects and facilities maintenance work orders each year. We specialize in facilities maintenance repairs ranging from plumbing, electrical, HVAC, and asphalt repairs to complete exterior re-painting, ADA compliance, tenant improvement, and landscaping projects at our Clients commercial, retail, and government sites.



Our Resources



AAMC draws on a staff of 25 that includes professional Project Managers, Account Managers, FM Service Coordinators, Environmental Health & Safety Coordinator, Estimators, Field Technicians, and Office Support Staff. The AAMC service fleet includes fully equipped, GPS tracked service vans, utility trucks and trailers, trailer mounted and rack mounted transfer & dewatering pumps. Along with our mobile fleet of vehicles and equipment, we maintain a complete inventory of tools and materials in our 23,000 square foot warehouse to serve our Clients needs 24/7/365.

When you need service, you can count on AAMC to be there with professional, trained, and qualified personnel to meet your needs quickly.



AAMC is also an industry leader in paperless work order and project management. All of our technicians are dispatched and routed via their tablet computers. They take photos of each job – before, during, and after to verify the work has been performed and the condition of the site before they leave. They capture an electronic signature on their tablet and e-mail a copy of the service receipt with GPS coordinates to the signer. Once the signature has been captured, the job photos and service receipt are automatically transferred to the office for staff to review. Our system updates every ten minutes each hour to have a real time update on every job.



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Our Services



Plumbing:

AAMC has been a leader in the Southern California commercial plumbing market for 41 years. Our self-performing technicians are journeymen with at least 15 years of experience each. Many of them have backgrounds in new construction and remodels on large hotels, government offices, schools, retailers, and restaurants. Each of our technicians drives a fully stocked service van to our Clients locations and 95% of the time can make the necessary repairs with the tools and equipment they have on their trucks. We repair all types of plumbing issues minor to major repairs, replacements, and rebuilds.



Backflow:

Since 1992, AAMC has been providing complete backflow and cross-connection services to its Clients. Our team of certified backflow testers can test, repair, and certify any make, model, brand, or size of backflow assembly. We can install new, replace existing, or survey your facility to determine your cross-connection risks and implement a plan to mitigate those risks. We work with all of the water purveyors in Southern California so your facility compliance is easier to manage.



Our Services



General Contracting/Carpentry:

When time is short and the risks are high, our Clients rely on AAMC to successfully see them through their projects. Our Clients experience our single-point responsibility approach for the project, which expedites construction schedules, saves cost, reduces the possibility of claims, and provides for greater innovation.



Painting:

AAMC has completed numerous painting projects over the years. Whether our Clients need interior or exterior painting, drywall repairs, or wallpaper repairs, our subcontractor partners have done it all from minor touch ups to entire color changes on shopping centers, we have the experience to meet our Clients' needs.



Our Services



Electrical:

Whether it is new lighting, LED upgrade, a new circuit panel, or main panel upgrade, AAMC performs all types of electrical service for its Clients. Our team of subcontractor partners has the ability and expertise for new electrical panel and circuit installations as well as making minor repairs and troubleshooting to the existing electrical system. California Certified Journeymen perform all work in accordance with the National Electrical Code so you have peace of mind knowing your facility is safe.



Flooring:

For many years, AAMC's Clients have trusted them to install, repair, and replace their high quality flooring. We have set the standard for many Clients who use our installation techniques now nationwide.

Whether it is VCT, VET, Carpet, Wood, or Ceramic Tile, our subcontractor partners know how to do it the right way to achieve cost savings over the life of the floor, identify, and mitigate issues such as water intrusion through the slab and loose or uneven subflooring



Our Services



Window Coverings:

Since 2000, AAMC has provided many of its Clients with window covering installations, repairs, and replacements. We work on all types of window coverings and security shutters, Whether you have mini blinds, sun shades, vertical blinds, or security shutters, we install and repair them all. Our subcontractor technicians come to your facility equipped and ready to deal with the issue. If a replacement is needed, we can order all brands from the manufacturer. This saves you time and money since we work direct with manufacturers.



HVAC:

AAMC has been a licensed HVAC contractor since its founding in 1975. As a facilities maintenance contractor, we provide a full spectrum of installation, maintenance, and repairs for many of our Clients. Our highly trained technicians and subcontractor technicians are fully equipped to meet your HVAC service needs.



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Our Services



Welding & Fabricating:

AAMC has performed numerous small tasks requiring custom fabrication and welding to be performed. Whether it is a rolling driveway gate, bollard, wrought iron fence, or custom brackets you need, AAMC has the experienced technicians to handle your needs.



Miscellaneous Jobs:

AAMC can accommodate most Clients requests for any type of miscellaneous project. While many contractors will not take on jobs because they are too small or difficult to perform, you will not find that to be the case with AAMC. The company will find resources and expertise to complete any facilities job.



Roofing:

Whether you have an asphalt, metal, tile, built up, or EPDM roof, AAMC can repair, replace, obtain warranty repairs or just clean your roof. Our technicians and subcontractor technicians are experienced with all types of roof materials and understand the best way to maintain, repair, or replace your roof.



Our Services



Subcontractor/Vendor Management/Liaison:

AAMC is an expert when it comes to Subcontractor/Vendor Management. Many of our Clients source us to perform this service statewide. We currently have approximately 1000 fully vetted subcontractors on our active list. We confirm all licensing, insurance, bonding, and references so our Clients know the vendors on their sites meet all of the contractual standards. We develop long-term relationships with our Clients and subcontractors that is more of a partnership that goes beyond contractual obligations. We insure all work is performed to standards and manage and enforce all warranty work when required.



Piers & Public Floats:

Since 1975, AAMC has performed projects throughout the Southland. Many of these projects have involved work at the Ports of Long Beach and Los Angeles working on piers, wharves, and floats. Our experience has led us to develop great relationships with subcontractors who are experts in the construction, repair, and maintenance of these structures. Our staff can meet this challenge.



Safety

Safety Pre-Planning

At AAMC, safety plans and practices are developed and implemented well before the job begins. Prior to beginning work, our Safety Coordinator prepares a site-specific health and safety plan to account for the site conditions, type of work to be performed, and hazards present at each site. Once a project begins, the Safety Coordinator makes frequent visits to the jobsite to monitor work in progress and consult with supervisors to continuously assess hazards and conditions of the site.

Safety Training

Every AAMC technician receives 5 days of safety training upon hire as part of their standard employee training. Each week, the entire staff of AAMC attends a safety meeting and training session to continue safety awareness and improvement. We hold our subcontractors to the same safety standards and require their participation in safety meetings on jobsites. AAMC has been awarded the CalOSHA Golden Gate Contractor Safety Award for compliance and training.

Drug-Free Workplace

All AAMC employees undergo a 10-panel drug pre-employment drug screening well as a thorough background check. AAMC has a zero tolerance policy which offers the highest level of protection available against potential workplace safety liabilities.



Representative Clients

- AT & T
- ABM Engineering Services
- AeroJet
- Apollo Education Group
- Auto Nation
- AutoZone
- Banamex USA
- BP Products Company
- California Department of Rehabilitation
- California Department of Transportation (CalTrans)
- Circle K Stores
- Chipotle Mexican Grill
- CitiGroup
- City of Anaheim
- City of Newport Beach
- City of Santa Ana
- Conoco Phillips Company
- CushmanWakefield
- DB Schenker Logistics – Kraft/Heinz
- Department of Veterans Affairs
- Everpure, Inc.
- First City Credit Union
- Hard Rock Café International (USA)
- Henderson Engineering
- Jamba Juice Company
- International Transportation Service (ITS)
- Jones Lang LaSalle Americas, Inc. – General Motors
- Jones Lang LaSalle Americas, Inc. – Fresh & Easy
- Jones Lang LaSalle Americas, Inc. – Kindred Healthcare
- Kleinfelder, Inc.
- L-3 Interstate Electronics Corporation
- Petco
- Proctor & Gamble
- Radio Shack Corporation
- Rite Aid Corporation
- Shell Oil Products, Co.
- Smile Brands, Inc.
- SSA Marine
- Staples, Inc.
- Target Corporation
- Texaco Refining & Marketing, Inc.
- The Nieman Marcus Group
- Toys-R-Us Corporation
- TRC – Alton Geoscience
- Verizon Wireless (MTSO)
- WalMart Stores/Sam's Club
- Walgreen Company
- Zone Enterprises of California (Disney Regional Entertainment)



Example Contract Experience



Fixed Price Service Agreement - Orange County California –Equilon, Inc. (the partnership of Shell Oil Products & Texaco Refining and Marketing)
1998 – 2009 – AAMC was responsible for all facilities maintenance repairs, replacements, upgrades, and modifications for all assets (except fueling & signage) of the service stations in Orange County (135), quick service restaurants, convenience stores, and car washes. Provided contractor backup to other FM contractors at approximately 400 additional locations.



Facilities Maintenance Services – 175 locations – Apollo Education Group (University of Phoenix)
2013 – present. AAMC is responsible for all manners of repairs to the locations not covered under the Clients lease agreement. These repairs include window coverings, plumbing, electrical/lighting, appliances, painting, wall repairs, locks, flooring, cabinet repairs, door repairs, ceiling tiles, HVAC, white board replacement/repair, retractable walls repairs, site moves/closures, etc.



Facilities Maintenance Services – So California locations – CitiGroup – 2006 to present. AAMC has provided complete facilities maintenance services to Citibank for over 10 years including window coverings, plumbing, electrical/lighting, appliances, painting, wall repairs, locks, flooring, cabinet repairs, door repairs, ceiling tiles, HVAC, glass, asphalt/concrete, and ADA compliance work.



Example Contract Experience



Facilities Maintenance Services – 80

locations in So. California – Toys-R-Us/Babies-R-Us Corporation. AAMC has been providing service throughout So. California facilities maintenance services since 2003 – present. Services have included window coverings, plumbing, electrical/lighting, appliances, painting, wall repairs, locks, flooring, cabinet repairs, door repairs, HVAC screening, emergency board up and glass repair, asphalt/concrete, ADA compliance, fire restorations, water damage restorations, stucco, waterproofing, roof repairs, gondola relocation, store closure service, materials warehousing & logistics.



Plumbing Maintenance & Repair Services

– ConocoPhillips/Union 76 – 250 locations in Los Angeles & Orange Counties 1986 - 2010. Provided all types of plumbing service, new sewers, sewer line lining, underground water repairs, backflow installation, testing, service, shop grease and air lines, sand trap service, car wash clarifier service, storm water filtration systems, beverage filtration service, beverage counter/coffee service station retrofits, sewer line verification, septic system maintenance and transfer to city sanitary sewer, and any other plumbing related service items. AAMC provided back up to contractors in San Diego, Ventura, and East Riverside Counties.



Example Contract Experience



Facilities Maintenance Services – 149 locations in California – Target Corporation. AAMC has been providing service throughout California facilities maintenance services since 2004 – present. Services have included plumbing, electrical/lighting, appliances, painting, wall repairs, locks, flooring, cabinet repairs, emergency board up and glass repair, asphalt/concrete, ADA compliance, water damage restorations, stucco, waterproofing, roof repairs, gondola relocation, materials warehousing & logistics, “Red Wall” wiring/setup, food service equipment repairs/installations. AAMC was named the “2014 Target Vendor Partner of the Year Award.” We are the second property management vendor to ever be awarded this honor in all of Target’s history.



Facilities Maintenance Services – 7 locations in So. California – First City Credit Union – 2012 – present - AAMC provides plumbing and electrical services to all of the credit union’s location in Southern California.



References

Edward Goerlinger
Schenker Logistics, Inc.
Facilities Manager
102 S Wanamaker Avenue
& 3971 E Airport Drive
Ontario, CA 91761
(909) 210-7212

Toby Kish
ConocoPhillips (Former)
Director of Construction
Western United States
(619) 219-9787

Earle Bayan
ACS Enterprises, Inc.
Facilities/Project Manager
123 Pacific Street
Pomona, CA 91768
(424) 232-6540

Rena Torborg
Target Corporation
33 S 6th St., CC-2806
Minneapolis, CA 55402
(612) 304-5812



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Project Approach & Methodology

Service Work Orders

Direct Service Requests from the Location of Service:

1. All incoming calls go to the Facility Service Coordinators (FSC).
2. The FSC take the information from the Client and enter the information into the system.
3. The Lead FSC will be advised of the call immediately.
 - a. The call will be addressed and dispatched according to the priority it has been assigned by the location (P1, P2, P3...etc.)
4. If an ETA has not been advised to the location, the FSC will follow up, advise the location and enter notes in to the call.
5. Call Corporate/Agency Facility Manager to convey the call from the location came in and get the necessary PO/WO to perform on the call.

Service Requests from Client's Facilities Maintenance Office:

1. Emails received directly from Client's facilities maintenance office will have a work order number, a purchase order number, and location.
2. When entering the call into the system, follow the guidelines below;
 - a. Call the location and speak with a member of management, to notify them that we have received a work order from Corporate or the Agency Facilities Manager. Schedule an ETA and if necessary gain a clearer explanation of the situation.
 - b. Once all notes are entered into the call it will to be accepted to the dispatch board.
 - c. The WO will be addressed and dispatched according to the priority it has been assigned by Corporate or the Agency Facilities Manager (P1, P2, P3...etc.)
 - d. The service team will assess the WO and appropriately dispatch the correct technicians and equipment to the various types of WO received.

Emergency Service Requests from Client's Facilities Maintenance Office:

1. If the call is identified as an *EMER* (emergency) on the subject line, we will follow the same procedures as a service request, except for the pre-arranged response time.
2. Our required response time to be on site is 4 hours or less (this response time can shorten based on the type of emergency).



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Project Approach & Methodology

Service Work Orders

Technician Responsibilities:

1. Upon the Technician's arrival to the site, he is required to check in with the appropriate person on-site and evaluate the work to be performed.
2. The technician then calls the FSC (if necessary include the Account Manager via a 3-way call) and convey the information about the job to the AAMC.
3. If the work is within the established NTE (Not To Exceed) the Technician is to proceed with the work.
4. If upon evaluation, the Technician discovers that the job will likely exceed the NTE he must standby until the Account Manager receives approval from Corporate or the Agency Facilities Manager to proceed.
5. If the Technician finds that the job is going to exceed the NTE after he has begun his work; he or she is to immediately call FSC and relay the situation. FSC will then have the Technician to prepare a detailed materials list and time needed to complete the job.
6. Upon completion of the work, the Technician is responsible for filling out the completion form and getting it signed by a member of management via tablet.
7. The receipt will be emailed to the location or the designated contact in the Client's Facilities Maintenance Office to apprise them of the Service Trip and the details.

Work Order Bid Process:

1. Once the WO has established there is more work to be done. FSC are required to contact the location to acquire additional information and/or establish schedule. NTE is established by the facilities maintenance office according to the description of issue provided. The NTE allows the Tech to proceed with diagnostics and/or repair of the issue. The NTE cannot be exceeded without approval from the facilities maintenance office. Location management typically doesn't have authorization to approve a NTE, so a quote will be prepared.
2. The Tech/Estimator is to arrive onsite and evaluate situation and establish the expanded scope of work. A bid will be prepared and forwarded to the corporate office for approval.

Work Order Follow Up Process:

1. The FSC will contact the location and verify the quality of the work performed and the satisfaction of the location.
2. Note the work order with the quality score and who verified the work at the location.
3. Accounts Receivable will develop the invoice and notify the Account Manager.
4. The Account Manager verifies the invoice for accuracy and compliance with the contract and return to AR for submittal to the Client as per contractual procedures.



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Technology

SAMProEnterprise Integration –



Since 2008, All American has been in partnership with DataBasics on their SAMProEnterprise (Service Account Management) software platform to streamline all of its operations from Construction Management to Service Dispatch to Accounting. The SAMProEnterprise workflow automation solution provides for full integration of all of our business functions creating efficiencies and cost savings for our Clients and US.

Fleetmatics REVEAL Integration –



As part of All American's commitment to excellence, we have collaborated with the Global Leader in vehicle tracking systems and operational software integration, Fleetmatics. All American utilizes the REVEAL platform to perform real time vehicle tracking, monitor driver safety, dispatch technicians via complete integration with SAMProEnterprise, and select the closest technician to your location.



Organizational Information

Account Manager: Jamie Sagliano (Main Contact)

Senior Service Coordinator: Lorraine Navarette

Director of Operations: Gary Giese

Business Development Associate/Contract Compliance: Tim Dose

Environmental Health and Safety Coordinator: Bill Foresta

President: Greg Denning

All American Mechanical Contractors, Inc. is the Prime Contractor and all subcontractors will work directly with the Account Manager.

All Subcontractors are:

- Independent Contractors
- Registered with DIR
- Insured as per Contractual Requirements
- Licensed via CSLB (Electricians are California Journeyman Certified)
- Referenced Checked
- Subcontractors may be used for support trades defined under this RFP.

Service request contact: Service Coordinator

Project Requests: Account Manager



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Client Portal

Facilities Maintenance Services

All American Mechanical Contractors, Inc.

"Corporate Facilities and General Contracting Services"

Since 1975

940 Challenger Street | Brea, California 92821-2930

Orange County: (714) 989-5925 | Los Angeles County (562) 690-2176

Toll Free: (800) 310-2176 | FAX (714) 256-1357

Information E-mail: CustomerService@facilities-maintenance.com

24 Hour - Work Order/Service Request

E-mail: Work.Requests@facilities-maintenance.com

www.facilities-maintenance.com

California Contractor's License No. 795423
B – General Contractor
C - 20 HVAC Contractor
C-36 Plumbing Contractor
HAZ-Hazardous Substance Removal



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Client Portal

FM Service Link™ –

Sign In - **FM Service Link™** provides your team with a secure login to view your data on your desktop, tablet, or web enabled smart phone device (device must be able to open web browser).



SIGN IN

Please enter your username and password.

User:

Password:

[Forgot your password?](#)

Please Note:

This Website is best viewed with Internet Explorer.



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Main Menu –

From the main menu in **FM Service Link™**, you are able to access your work orders. You can easily create a new work order request, view site details, view open work orders, view completed work orders, view and approve or decline quotes for work, access your reports, and view other documents such as invoices, photos and reports from technicians, and many other items that can be attached to the work order.



The screenshot displays the 'MAIN MENU' interface. On the left is a vertical blue sidebar with a star logo at the top and a list of navigation options: Home, New Call, Site View, Open WOs, Completed WOs, Manage Quotes, Reports, Other Documents, Change Password, and Sign Out. The main content area has a red header bar labeled 'MAIN MENU'. Below this, the 'CRM Menu' is listed with several options, each preceded by a folder icon: New Work Request, View Site Detail, View Open Work Orders, View Completed Work Orders (42 completed, 4441 invoiced), View/Approve Quotes, Customer Reports, and View Other Documents.

MAIN MENU

CRM Menu

- [New Work Request](#)
- [View Site Detail](#)
- [View Open Work Orders](#)
- [View Completed Work Orders](#) (42 completed, 4441 invoiced)
- [View/Approve Quotes](#)
- [Customer Reports](#)
- [View Other Documents](#)



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New Work Request -

Select the location where you need service and view the New Work Request screen. Here, you can view all of the attachments for the location, view any Open Service Requests, Open Work Orders, as well as entering your New Work Request.

Step 1 & 2 –

Select the location where you need service. From this screen, you can review any open Service Requests or Work Orders.



NEW WORK REQUEST

[Home](#) > New Work Request

Site Id:
00475 [[choose another site](#)]

[Enter Request for New/Unlisted site](#)

00475
Target 228
6635 Fallbrook Ave
West Hills, CA 91307

[View attached documents \(182\)](#)

Step 2: Review existing requests to avoid duplication

**Current Requests For: 00475
Target 228**

Open Service Requests (0)

Id ▲▼	SiteName ▲▼	SiteId ▲▼	Work Description ▲▼	Status ▲▼
Sorry, no records were found				

Open Work Orders (1)

Id ▲▼	SiteName ▲▼	SiteId ▲▼	Created ▲▼	Scheduled ▲▼	Work Description ▲▼	Status ▲▼	Service Request ▲▼
254568	Target 228	00475	2016-12-12 08:03:25	2016-12-26 13:30:21	PLBG-FIXTREPGEN-PLBG FIXT Repair General	Return Trip	0

Create New Request

Cancel





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New Work Request -

Step 3 –

Select the Service Category and the Work Code.



NEW WORK REQUEST

[Home](#) > [New Work Request](#)

Site Id:
00475 [\[choose another site\]](#)

[Enter Request for New/Unlisted site](#)

00475
Target 228
6635 Fallbrook Ave
West Hills, CA 91307

[View attached documents \(182\)](#)

Home
New Call
Site View
Open WOs
Completed WOs
Manage Quotes
Reports
Other Documents
Change Password
Sign Out

Step 3: Select Service category and Work Code

Service Category
Plumbing Service, Repairs, Alterations ▼

Work Code
PLBG-Clog in the Sewer or Drain ▼

[Next >](#) [Cancel](#)




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New Work Request -

Step 4 –

Describe the issue you are experiencing, answer a few simple questions regarding the requested service, and submit your request.



- Home
- New Call
- Site View
- Open WOs
- Completed WOs
- Manage Quotes
- Reports
- Other Documents
- Change Password
- Sign Out

NEW WORK REQUEST

[Home](#) > [New Work Request](#)

Site Id:
00475 ([choose another site](#))

[Enter Request for New/Unlisted site](#)

Step 3: Select Service category and Work Code

Service Category
Plumbing Service, Repairs, Alterations ▼

Work Code
PLBG-Clog in the Sewer or Drain ▼

Step 4: Describe the problem and submit request

Brief description of the problem (up to 1024 characters):

Requested By
target

What is your telephone number if we need to call you?

Is it just one fixture?

Is sewage coming up from the floor drains or floor sinks?

Do you have restroom facilities that you can use?

Does this work need to be performed before or after normal business hours?

If the work has to be performed outside of normal business hours, how do we gain access to the building if needed?

00475
Target 228
6635 Fallbrook Ave
West Hills, CA 91307

[View attached documents \(182\)](#)

*** P.O. Number (required)**

What are the hours the location is open?

How many toilets/sinks seem to be clogged?

Do you think the main line is clogged?

Where is the stoppage? Men's/Ladies'/Employee restroom?

If the work can be performed during normal business hours, is there a time when the technician should arrive?

Who should the technician check in with when he arrives?




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New Work Request -

Step 5 –

Your work order has been successfully created and submitted to your Account Manager as well as the Customer Service Group for processing and dispatch. Press OK to return to the Main Menu.



- Home
- New Call
- Site View
- Open WOs
- Completed WOs
- Manage Quotes
- Reports
- Other Documents
- Change Password
- Sign Out

NEW WORK REQUEST

[Home](#) > New Work Request Submitted

Service Request:20741052 has been successfully created

OK

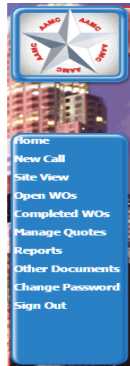


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View Site Detail –

FM Service Link™ provides you with 24-hour access to your data broken down by site. Look up individual sites by their Site ID and view Open Service Requests, Open Work Orders, Open Quotes, Invoiced Work Orders, and Completed Work Orders. You can view and download Site invoices and Manage Quotes.



SITE VIEW

[Home](#) > [View Site Detail](#)

Site Id:

00475
Target 228
6635 Fallbrook Ave
West Hills, CA 91307

[View attached documents \(182\)](#)

Open Service Requests (1)

Id	SiteName	SiteId	Work Description	Status
20741052	Target 228	00475	Plumbing Service, Repairs, Alterations	Pending

Open Work Orders (1)

Id	SiteName	SiteId	Created	Scheduled	Work Description	Status	Service Request
254568	Target 228	00475	2016-12-12 08:03:25	2016-12-26 13:30:21	PLBG-FIXTREPGEN-PLBG FDXT Repair General	Return Trip	0

Open Quotes (1)

Quote	Site Name	Site Id	Date	Description
12809	Target 228	00475	2016-01-11	Install Target DF

Invoiced Work Orders (17)

WO Id	Site Name	Site Id	Created	Work Code	Closed	Invoice #	Invoiced	Amt Billed	Balance
246481	Target 228	00475	2015-01-30	PLBG-FIXTREPGEN	2015-03-30	50619	2015-04-02	742.27	.00
246484	Target 228	00475	2015-01-30	PM-SepticSysMal	2015-03-30	50550	2015-03-31	582.56	.00
247290	Target 228	00475	2015-03-27	PLBG-WRRWC-Clg	2015-06-12	51859	2015-06-23	1274.22	.00
247556	Target 228	00475	2015-04-17	PLBG-ODOR-NGAS	2015-06-16	51860	2015-06-23	1424.07	.00
247861	Target 228	00475	2015-05-15	PLBG-FIXTREPGEN	2015-06-17	51988	2015-07-01	479.77	.00
247926	Target 228	00475	2015-05-23	PLBG-WRR-FD-Clg	2015-06-17	51994	2015-07-01	658.12	.00
248639	Target 228	00475	2015-07-14	PLBG-FIXTREPGEN	2015-07-14	52388	2015-07-17	324.40	.00
249466	Target 228	00475	2015-09-15	BF-TEST-REPAIR	2015-10-01	53348	2015-10-01	759.65	.00
250081	Target 228	00475	2015-10-30	PM-SepticSysMal	2015-12-31	54456	2015-12-31	510.00	.00
250477	Target 228	00475	2015-11-30	PLBG-FD-Clg	2015-12-31	54459	2015-12-31	316.04	.00
250873	Target 228	00475	2015-12-29	PLBG-FIXTREPGEN	2016-01-19	54759	2016-01-21	415.00	.00
252726	Target 228	00475	2016-06-16	PLBG-FIXTREPGEN	2016-06-22	56216	2016-06-24	543.33	.00
253664	Target 228	00475	2016-09-20	PLBG-ODOR-NGAS	2016-09-22	57104	2016-09-23	419.17	.00
253790	Target 228	00475	2016-10-05	PLBG-FIXTREPGEN	2016-10-06	57227	2016-10-06	278.00	.00
253872	Target 228	00475	2016-10-13	PLBG-FIXTREPGEN	2016-11-01	57433	2016-11-03	481.79	481.79
253945	Target 228	00475	2016-10-19	PM-SepticSysMal	2016-11-23	57611	2016-11-25	600.00	600.00
254528	Target 228	00475	2016-12-07	PLBG-MRRWC-Clg	2016-12-19	58034	2016-12-20	268.16	268.16

Completed Work Orders (0)


WO Id	Site Name	Site Id	Created	Work Code	Closed
Sorry, no records were found					



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View Open Work Requests –

With **FM Service Link™** , you can view Open Service Requests and Open Work Orders and check status.



VIEW OPEN REQUESTS

[Home](#) > [View Open Requests](#)

Site Id:

00475
 Target 228
 6635 Fallbrook Ave
 West Hills, CA 91307

[View attached documents \(182\)](#)

Equipment/Service

Work Order Type

Open Requests (2):

Open Service Requests (1)

Id	SiteName	SiteId	Work Description	Status
20741052	Target 228	00475	Plumbing Service, Repairs, Alterations	Pending

Open Work Orders (1)

Id	SiteName	SiteId	Created	Scheduled	Work Description	Status	Service Request
254568	Target 228	00475	2016-12-12 08:03:25	2016-12-26 13:30:21	PLBG-FIXTREPGEN-PLBG FIXT Repair General	Return Trip	0


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Completed Work Orders –

Here, you can check the status of Completed and Invoiced Work Orders. You can review the work performed as well as the attached invoice.



COMPLETED WORK ORDERS

[Home](#) > Completed Work Orders

Site Id:

Recent Activity By Date:

00475
 Target 228
 6635 Fallbrook Ave
 West Hills, CA 91307

[View attached documents \(182\)](#)

Home

New Call

Site View

Open WOs

Completed WOs

Manage Quotes

Reports

Other Documents

Change Password

Sign Out

Invoiced Work Orders (17)

WO Id	Site Name	Site Id	Created	Work Code	Closed	Invoice #	Invoiced	Amt Billed	Balance
246481	Target 228	00475	2015-01-30	PLBG-FIXTREPGEN	2015-03-30	50619	2015-04-02	742.27	.00
246484	Target 228	00475	2015-01-30	PM-SepticSysMai	2015-03-30	50550	2015-03-31	582.56	.00
247290	Target 228	00475	2015-03-27	PLBG-WRRWC-Clg	2015-06-12	51859	2015-06-23	1274.22	.00
247556	Target 228	00475	2015-04-17	PLBG-ODOR-NGAS	2015-06-16	51860	2015-06-23	1424.07	.00
247861	Target 228	00475	2015-05-15	PLBG-FIXTREPGEN	2015-06-17	51988	2015-07-01	479.77	.00
247976	Target 228	00475	2015-05-23	PLBG-WRR-FD-Clg	2015-06-17	51994	2015-07-01	658.12	.00
248639	Target 228	00475	2015-07-14	PLBG-FIXTREPGEN	2015-07-14	52388	2015-07-17	324.40	.00
249466	Target 228	00475	2015-09-15	BF-TEST-REPAIR	2015-10-01	53348	2015-10-01	759.65	.00
250081	Target 228	00475	2015-10-30	PM-SepticSysMai	2015-12-31	54456	2015-12-31	510.00	.00
250477	Target 228	00475	2015-11-30	PLBG-FD-Clg	2015-12-31	54459	2015-12-31	316.04	.00
250873	Target 228	00475	2015-12-29	PLBG-FIXTREPGEN	2016-01-19	54759	2016-01-21	415.00	.00
252726	Target 228	00475	2016-06-16	PLBG-FIXTREPGEN	2016-06-22	56216	2016-06-24	543.33	.00
253664	Target 228	00475	2016-09-20	PLBG-ODOR-NGAS	2016-09-22	57104	2016-09-23	419.17	.00
253790	Target 228	00475	2016-10-05	PLBG-FIXTREPGEN	2016-10-06	57227	2016-10-06	278.00	.00
253872	Target 228	00475	2016-10-13	PLBG-FIXTREPGEN	2016-11-01	57433	2016-11-03	481.79	481.79
253945	Target 228	00475	2016-10-19	PM-SepticSysMai	2016-11-23	57611	2016-11-25	600.00	600.00
254528	Target 228	00475	2016-12-07	PLBG-MRRWC-Clg	2016-12-19	58034	2016-12-20	268.16	268.16

Completed Work Orders (0)


WO Id	Site Name	Site Id	Created	Work Code	Closed
Sorry, no records were found					



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Manage Quotes –

FM Service Link™ gives you access to Quotes online. You can review Cost of work to date, request additional information, review Scope(s) of Work proposed, review proposed amount with breakdown, print out the Quote, and the ability to accept or decline the Quote.



MANAGE QUOTES

[Home](#) > View/Approve Quotes

Site Id:

All sites

Open Quotes (92)

Quote ▲▼	Site Name ▲▼	Site Id ▲▼	Date ▲▼	Description ▲▼
13490	Target 2185	01792	2016-12-23	Dock pumping
13482	Target 1426	01588	2016-12-22	Delta faucet new
13455	Target 614	01118	2016-12-10	Sewer line repair
13432	Target 1140	01495	2016-12-01	Water filter install
13423	Target 189	00390	2016-11-28	Delta faucet new
13333	Target 615	01120	2016-10-14	Re-pipe condensate
13330	Target 941	01420	2016-10-13	Target Hollister GI Removal and Underground Repair
13282	Target 2524	01796	2016-09-22	WH 40 gallon gas
13268	Target 310	00645	2016-09-13	Pipe repair
13253	Target 941	01420	2016-09-07	Abandon Existing Exterior GI and Spot repair broken sewer
13126	Target 309	00642	2016-06-06	Faucet new
13113	Target 310	00645	2016-05-31	Pipe leaking overhead
13111	Target 212	00449	2016-05-27	Roof drain leak test
13108	Target 2715	04597	2016-05-25	Faucet new
13098	Target 939	01417	2016-05-17	Leak in wall
13089	Target 941	01420	2016-05-16	GI pipe repair
13092	Target 941	01420	2016-05-16	Saw cut, repair blockage in line, add cleanout, restore
13084	Target 1927	01721	2016-05-12	Pipe repair
13060	Target 1961	01733	2016-05-02	Jet/Video inspect sanitary and grease lines...



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APPENDIX A - OFFEROR'S INFORMATION

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

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

Business Legal Name: All American Mechanical Contractors, Inc.		
Business Parent or Ownership:		
Address: 940 Challenger Street, Brea, CA 92821		
Business Telephone No. 800-310-2176	Business Fax No. 714-256-1357	
Business Tax I.D. Number: 33-0923853	CSLB License Number: 795423	DIR Registration Number: 1000003583
Legal form of company: (partnership, corporation, joint venture) Corporation		
Length of time your business has been in business: 41 Years	Length of time at current location: 7 Years	
Number of employees and Number of Current Clients <div style="display: flex; justify-content: space-around;">25 Employees55 Plus</div>		

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

Name: Greg Denning	Title: President
Telephone No.: 800-310-2176	E-mail: greg.denning@facilities-maintenance.com

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

Name: Jamie Sagliano	Title: Account Manager
Telephone No.: 800-310-2176	E-mail: jamie.sagliano@facilities-maintenance.com

Please indicate if you are subject to the Party and Participant disclosure requirements. Yes No
If yes, you are required to submit form/s (see Appendix F).

****For additional information please see page 15 "Campaign Contribution Disclosure".***

APPENDIX B - REFERENCES

Describe fully at least three contracts performed by your business that demonstrate your ability to provide the services included with the scope of the specifications. Attach additional pages if needed. OCFA reserves the right to contact each of the references listed for additional information regarding their experience with your company.

Customer Agency Name	Target Corporation
Contact Individual & Title	Renae Torborg
E-mail/Telephone number	E-mail Restricted / Phone # 612-304-5812
Date of Project & Description of services provided including contract amount	06/2008 to Current All plumbing repairs, replacements and maintenance for up to 110 stores. \$110K - \$400K per month
Customer Agency Name	Schenker Logistics, Inc.
Contact Individual & Title	Edward Goerlinger / Maintenance Manager
E-mail/Telephone number	E-mail Restricted / Phone 909-210-7212
Date of Project & Description of services provided including contract amount	On Going Plumbing and other facilities maintenance needs Varies due to repairs needed
Customer Agency Name	Conoco Phillips (former)
Contact Individual & Title	Toby Kish
E-mail/Telephone number	E-mail Restricted / Phone 619-219-9787
Date of Project & Description of services provided including contract amount	1986-2009 All plumbing repairs including water, waste, air, clarifiers, grease waste, water heaters, storm water run off, etc. Varied depending on monthly service needs.
Customer Agency Name	
Contact Individual & Title	
E-mail/Telephone number	
Date of Project & Description of services provided including contract amount	
Customer Agency Name	
Contact Individual & Title	
E-mail/Telephone number	
Date of Project & Description of services provided including contract amount	

APPENDIX C – PROPOSAL QUESTIONNAIRE



All American Mechanical Contractors, Inc.

"Corporate Facilities and General Contracting Services"

Since 1975

940 Challenger Street | Brea, California 92821-2930

Orange County: (714) 989-5925 | Los Angeles County (562) 690-2176

Toll Free: (800) 310-2176 | FAX (714) 256-1357

Information E-mail: CustomerService@facilities-maintenance.com

24 Hour - Work Order/Service Request

E-mail: Work.Requests@facilities-maintenance.com

www.facilities-maintenance.com

California Contractor's License No. 795423
B – General Contractor
C - 20 HVAC Contractor
C - 36 Plumbing Contractor
HAZ - Hazardous Substance Removal Contractor



(800) 310-2176 | Since 1975

Facilities Maintenance * Facilities Repairs * Facilities Operations * Facilities Upgrades

1. Provide information that demonstrates the competence of your business to provide the plumbing maintenance and repair services as documented in the RFP.

AAMC draws on a staff of 25 that includes professional Project Managers, Account Managers, FM Service Coordinators, Environmental Health & Safety Coordinator, Estimators, Field Technicians, and Office Support Staff. The AAMC service fleet includes fully equipped, GPS tracked service vans, utility trucks, and trailers, trailer mounted and rack mounted transfer & dewatering pumps. Along with our mobile fleet of vehicles and equipment, we maintain a complete inventory of tools and materials in our 23,000 square foot warehouse to serve our Clients needs 24/7/365.

AAMC has been a leader in the Southern California commercial plumbing market for 41 years. Our self-performing technicians are journeymen with at least 15 years of experience each. Many of them have backgrounds in new construction and remodels on large hotels, government offices, schools, retailers, and restaurants. Each of our technicians drives a fully stocked service van to our Clients locations and 95% of the time can make the necessary repairs with the tools and equipment they have on their trucks. We repair all types of plumbing issues minor to major repairs, replacements, and rebuilds.

In 2014, AAMC was awarded the Target Corporation Partner Award of Excellence. The award recognizes All American's innovative leadership, superior business practices, and commitment to Target's core strategies of Differentiation, Value, and Reliability. A select group of vendor partners each year are recognized for their extraordinary passion for performance and dedication to the Target brand. We received the award for our work in the plumbing asset category for our plumbing service at over 140 locations.

2. Fire Stations and Headquarters operate as residences and commercial buildings. Describe your experience in providing services to a combination residential and commercial setting.

AAMC's experience in servicing residential/commercial building is decades in the making. We have successfully worked in numerous Veterans' Administration Hospital buildings, private hospitals, convalescent hospitals, hotels, motels, prisons/jails, and have current contracts servicing Fire Department locations in the City of Anaheim and the City of Newport Beach. Our technicians are very aware of the need to work around residents schedules, and keep noise and disruption to a minimum. AAMC carefully coordinates services with individual facility managers to determine the best time to work so disruption is minimized. Whenever services such as water or natural gas need to be secured to make a repair, AAMC is prepared to provide temporary services as needed and requested such as temporary drinking water, sanitary facilities, etc.

3. Provide information regarding your service area and describe any travel charges based on station locations as provided in Attachment A.

AAMC has technicians located throughout California to provide plumbing services to our Clients 24/7. Technicians take their service vans home so they can respond quickly. In Orange County, we typically charge a ½ hour of the hourly rate as a travel charge.



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4. *Provide information on how services are scheduled. Include your on-call response time following telephone notification and explain how service calls are received and handled. Also, provide a description of any automated processes involved.*

Direct Service Requests from the Location of Service:

1. All incoming calls go to the Facility Service Coordinators (FSC).
2. The FSC take the information from the Client and enter the information into the system.
3. The Lead FSC will be advised of the call immediately.
 - a. The call will be addressed and dispatched according to the priority it has been assigned by the location (P1, P2, P3...etc.)
4. If an ETA has not been advised to the location, the FSC will follow up, advise the location, and enter notes in to the call.
5. Call Corporate/Agency Facility Manager to convey the call from the location came in and get the necessary PO/WO to perform on the call.

Service Requests from Client's Facilities Maintenance Office:

1. Emails received directly from Client's facilities maintenance office will have a work order number, a purchase order number, and location.
2. When entering the call into the system, follow the guidelines below;
 - a. Call the location and speak with a member of management, to notify them that we have received a work order from Corporate or the Agency Facilities Manager. Schedule an ETA and if necessary gain a clearer explanation of the situation.
 - b. Once all notes are entered into the call it will to be accepted to the dispatch board.
 - c. The WO will be addressed and dispatched according to the priority it has been assigned by Corporate or the Agency Facilities Manager (P1, P2, P3...etc.)
 - d. The service team will assess the WO and appropriately dispatch the correct technicians and equipment to the various types of WO received.

Emergency Service Requests from Client's Facilities Maintenance Office:

1. If the call is identified as an *EMER* (emergency) on the subject line, we will follow the same procedures as a service request, except for the pre-arranged response time.
2. Our required response time to be on site is 4 hours or less (this response time can shorten based on the type of emergency).

Technician Responsibilities:

1. Upon the Technician's arrival to the site, he is required to check in with the appropriate person on-site and evaluate the work to be performed.
2. The technician then calls the FSC (if necessary include the Account Manager via a 3-way call) and convey the information about the job to the AAMC.
3. If the work is within the established NTE (Not To Exceed) the Technician is to proceed with the work.
4. If upon evaluation, the Technician discovers that the job will likely exceed the NTE he must standby until the Account Manager receives approval from Corporate or the Agency Facilities Manager to proceed.



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5. If the Technician finds that the job is going to exceed the NTE after he has begun his work; he or she is to immediately call FSC and relay the situation. FSC will then have the Technician to prepare a detailed materials list and time needed to complete the job.
6. Upon completion of the work, the Technician is responsible for filling out the completion form and getting it signed by a member of management via tablet.
7. The receipt will be emailed to the location or the designated contact in the Client's Facilities Maintenance Office to apprise them of the Service Trip and the details.

SAMProEnterprise Integration –

Since 2008, All American has been in partnership with DataBasics on their SAMProEnterprise (Service Account Management) software platform to streamline all of its operations from Construction Management to Service Dispatch to Accounting. The SAMProEnterprise workflow automation solution provides for full integration of all of our business functions creating efficiencies and cost savings for our Clients and us.

Fleetmatics REVEAL Integration –

As part of All American's commitment to excellence, we have collaborated with the Global Leader in vehicle tracking systems and operational software integration, Fleetmatics. All American utilizes the REVEAL platform to perform real time vehicle tracking, monitor driver safety, dispatch technicians via complete integration with SAMProEnterprise, and select the closest technician to your location.

5. *Provide information on how the quality of services is monitored. Include any checklists or other tracking methods to insure all services requested have been completed.*

AAMC is proud to offer the highest level of quality and service to its Clients. Each work order provides the responding technician with the exact description of work requested by the Client. The information is provided by an automated e-mail through our software's Escalation Manager Module. This e-mail contains the location specifics and description of work requested. Upon arrival, the technician checks in with the location manager to confirm the work required. Each technician takes before, during, and after photographs of the work performed. Upon completion of the work, the technician checks out with the location manager and confirm the work is as requested and the technician obtains a signature on his tablet device and submits all of the paperwork and photos to the office. The work receipt is also transmitted to the Facilities Manager simultaneously. Upon receipt of the job documents, the Account Manager reviews the work in the photos and the description of work performed on the receipt for completion. If the job looks complete, it is turned over to the customer service group for a final follow up call to the location manager. Once the call confirms completion, the work order is turned over to the accounts receivable department for invoicing.



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6. *Please describe your warranty terms for repair, parts, and service.*

STANDARD SERVICE WARRANTY INFORMATION

Normal Service –

Labor 30 - Days following Service Date.

Materials as per Manufacturer's Warranty.

Warranty Terms -

Warranty Limit: The maximum amount AAMC is liable for under this warranty is limited to the amount of the original repair.

Warranty does not include any consequential, incidental, or any other damages.

Warranty does not include any damage caused directly or indirectly by the item or work - it is limited to the cost of the item or work.

Warranty does not include Client, location personnel, vendor, or any other abuse or misuse.

Warranty does not include labor charges for work performed more than thirty days (30) or longer.

Warranty does not include stoppage removal.

Warranty does not include any electronic parts.

Warranty does not include emergency service.

Warranty does not cover standard maintenance services (i.e. HVAC filter changes, irrigation systems, hydrojetting services, dark location maintenance, etc.).

Warranty does not include any temporary repairs.

Warranty does not include normal wear and tear.

Appliances, fixtures, or other pieces of equipment that are covered by a manufacturer's warranty ARE NOT covered by this warranty. Defects in any of the systems resulting from failures in an appliance, fixture, or other piece of equipment covered by a manufacturer's warranty ARE NOT covered by this warranty.

ANY UNAUTHORIZED REPAIRS MADE BY YOU OR SOMEONE UNDER YOUR DIRECTION, WILL NOT BE REIMBURSED OR COMPENSATED. THE DECISION AND DETERMINATION AS TO THE EXTENT OF EXPENSES THAT ARE REIMBURSABLE UNDER THE WARRANTY FOR EMERGENCY CONDITIONS IS THE SOLE DISCRETION OF AAMC.

New Work or Remodel – Work is typically covered by a 1 year warranty. All materials warranties as per manufacturer.

7. *Please provide information on the number of personnel available to provide requested services.*

The account will have the following personnel assigned to execute service: 1 - Account Manager, 1 – Senior Service Coordinator, 2-Service Coordinators, 1 - Business Development/Contract Compliance Specialist, 1- Environmental Health & Safety Coordinator, 1 – Field Foreman, 8 – Journeyman Service Technicians. This team is supervised by the Director of Operations.



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8. *Please provide the basis for future year contract fee adjustments should OCFA elect to exercise contract extensions.*

We would request adjustments on the current contract based upon DIR prevailing wage adjustments.

9. *State any exceptions to or deviations from the requirements of this RFP and the sample maintenance services agreement. For each exception and/or suggested change, the respondent must include:*
- a. *The suggested change in the agreement and suggested rewording of the contractual obligations*
 - b. *Reasons for submitting the proposed exception or change*

No exceptions take to the requirements of this RFP and the sample maintenance services agreement except the removal of the Professional Liability Insurance Requirement as per the Q&A answer of January 3, 2017.

Plumbing Maintenance and Repair Services - RO2172

Q&A Deadline: December 28, 2016, 11:00

Question (4)

Set	Question	Answer	Release Date
1.1	On page 16, Section Titled "CONTRACTORS LICENSING REQUIREMENTS" it states, "Contractor shall possess a valid California C-27 Contractor's license at the time of this project still bidding on the 4th of January and is the bid walk conference still on the 22nd of December?"	A Landscaping Contractor license is not required. This has been updated in the bid document.	12/06/2016
1.2	Proposals are due January 4, 2017, no later than 11:00PST.		12/06/2016
2.1	Appendix D - Pricing Page - Items 1 through 6 requests quotes on various plumbing products "Material" that have very brief descriptions. To achieve a fair bidding.	Please see Addendum 1	01/03/2017
2.2	In the insurance section of the RFP it states on page 23: "1. Professional Liability with a limit of \$1,000,000 each occurrence/\$2,000,000 aggregate. We confirmed with our insurance broker that typically Professional Liability Insurance coverage is for contractors who design and develop drawings for Clients. Can this requirement be waived for the successful contractor(s) on this contract? Thank you.	Insurance requirements listed for services not requested will not be required.	01/03/2017

Q&A Detail

Released: 01/03/2017

Question: In the insurance section of the RFP it states on page 23: "1. Professional Liability with a limit of \$1,000,000 each occurrence/\$2,000,000 aggregate. We confirmed with our insurance broker that typically Professional Liability Insurance coverage is for contractors who design and develop drawings for Clients. Can this requirement be waived for the successful contractor(s) on this contract? Thank you.

Answer: Insurance requirements listed for services not requested will not be required.

Done



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APPENDIX D - PRICING PAGE

Proposal Costs - The service charges information is relevant to a determination of whether the cost is fair and reasonable in light of the services to be provided. This section shall include the proposed costs to provide the services as described in your proposal. Any additional costs outside the scope of the agreement must be approved by the OCFA in writing before commencing services for said costs.

The following scenarios provide an example of some repairs that may be requested.

Please complete the tables below. Price includes any labor, supplies, and equipment needed to perform the services as specified. Include all markup and overhead. (Labor must be based on prevailing wage)

Plumbing Maintenance and Repair Services		
Item	Description	Total Cost
1	Replacement of standard height commercial elongated toilet. Labor rate \$ <u>112.50</u> /HR x Number of Hours <u>2</u> American Standard Madera 3461 Materials cost \$ <u>237.80</u> Includes new wax ring, Vacuum Breaker, spud coupling gasket, water closet and seat	\$ 462.80/plus tax
2	Garbage disposal replacement Labor rate \$ <u>112.50</u> /HR x Number of Hours <u>1</u> Materials cost \$ <u>126.90</u> Insinkerator Badger 5XP	\$ 239.40/plus tax
3	8" c.c. kitchen faucet replacement Labor rate \$ <u>112.50</u> /HR x Number of Hours <u>2</u> Materials cost \$ <u>108.99</u> Delta 100LF-WF	\$ 333.99/plus tax
4	50-gallon gas water heater replacement Labor rate \$ <u>112.50</u> /HR x Number of Hours <u>5</u> AO Smith ProMax GUR-50 Materials cost \$ <u>1,101.74</u> Includes new connectors and TNP Valve	\$ 1,664.24/plus tax
5	100-gallon gas water heater replacement AO Smith BL-100 Labor rate \$ <u>112.50</u> /HR x Number of Hours <u>6</u> Materials cost \$ <u>2,746.24</u> Includes new connectors and TNP Valve	\$ 3421.24/plus tax
6	Replacement of 4" c.c. lav sink faucet Delta 520LF-HDF Labor rate \$ <u>112.50</u> /HR x Number of Hours <u>2</u> Materials cost \$ <u>143.69</u>	\$ 368.69/plus tax

Please fill in the additional pricing sections for additional consideration. Any request for services estimated at \$2,500 or greater may require informal bidding and a one-time purchase order will be issued with department approval prior to start of work.

Labor per hour - Prevailing Wages Standard Rate: Mon through Fri, 7:00 a.m. to 5:00 p.m.	
Classification: Plumber	\$ 112.50 /Hour
Classification: Apprentice	\$ 95.00 /Hour
Classification: Superintendent / Foreman	\$ 137.50 /Hour
Labor per hour - Prevailing Wages Overtime Rate:	
Classification: Plumber	\$ 168.50 /Hour
Classification: Apprentice	\$ 142.50 /Hour
Classification: Superintendent / Foreman	\$ 206.25 /Hour
Video Camera Recording Charge (with media)	\$ 195.00
Inspection and Calibration (only) of a water meter	\$ 650.00/ per unit
Minimum Call Out/Trip charge (if applicable)	\$ 75.00
Percentage discount off MSRP list price (materials)	10 %

"PIGGYBACK" CLAUSE. Offeror shall indicate below if he will extend the same prices, terms, and conditions of the proposal to other public agencies: Yes ___ No X. 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.

Term of Offer: It is understood and agreed that this offer may not be withdrawn for a period of **one hundred eighty days** (180) from the Proposal Submittal Deadline, and at no time in case of successful offeror.

No pricing adjustment will be allowed in the first year of the contract.

PRODUCT MASTER



Madera 1.1-1.6 gpf Universal Flushometer Toilet

MSRP: \$ 200.00

High Efficiency, Low Consumption operates in the range of 1.1gpf to 1.6gpf (4.2Lpf to 6.0Lpf)

Conventional glaze

10" or 12" roughing-in

15" rim height

Condensation channel

Powerful direct-fed siphon jet action

Fully glazed 2-1/8" trapway

10" x 12" water surface area

1-1/2" inlet spud

2 bolt caps

System MaP Score:

1,000 grams of miso @ 1.1gpf, 1.28gpf, and 1.6gpf when used with an American Standard flush valve

Maximum Performance (MaP) testing performed by IAPMO R&T Lab. MaP Report conducted by Veritec Consulting, Inc. and Koeller and Company.

Recommended working pressure-- between 25 psi at valve when flushing and 80 psi static

Tim Dose
940 Challenger Street
Brea, CA 92821
Office (714) 989-5934
Cell (714) 335-7681
tim.dose@facilities-maintenance.com
www.facilities-maintenance.com

SIGNATURE

DATE:

All American MECHANICAL CONTRACTORS, INC.



CORPORATE FACILITY AND GENERAL CONTRACTING SERVICES

940 CHALLENGER STREET

BREA, CALIFORNIA 92821

800.310.2176

562.690.2176

FAX 714.256.1357

WWW.FACILITIES-MAINTENANCE.COM

PRODUCT MASTER



AO Smith GCRX- 50 50 Gallon ProMax High Recovery 6 Yr Warranty Residential Water Heater Nat Gas

List Price: \$917.51

AO Smith GCRX-50 ProMax 50-Gallon Blanketed Gas Water Heater

The Promax 300/301 Series gas water heater is designed to deliver an economical performance that can lower your energy bills and also provide long-lasting value. Featuring a 50-gallon tank and a 60,000 BTU gas burner, the GCRX-50 Standard Vent delivers a first hour rating of 98 gallons and a recovery rate of 65 gallons per hour. With an 0.60 Energy Factor, this water heater is not ENERGY STAR qualified. It carries a 6-year limited tank warranty, and meets Low NOx emission requirements.

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PRODUCT MASTER



AO Smith PCG-100 98 Gallon ProMax High Recovery 10 Yr Warranty Residential Water Heater

List Price: \$2,141.26

AO Smith PCG-100 ProMax Plus High Recovery 98-Gallon Gas Water Heater

The Promax Plus High Recovery gas water heater is designed for reliable performance, reduced NOx emissions and has 80% thermal efficiency. Featuring a 98-gallon tank and a 75,100 BTU gas burner, the PCG-100 standard vent delivers a thermal efficiency of 80%, and a recovery rate of 81 gallons per hour. It carries a 10-year limited warranty, and meets Low NOx emission requirements.

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WWW.FACILITIES-MAINTENANCE.COM

PRODUCT MASTER



Classic Single Handle Kitchen Faucet Model#: 100LF-WF

Single Handle Kitchen Faucet

List Price (US \$): \$121.10

Meets standards set by Americans with Disabilities Act

3-hole 6 in. or 8 in. installation

Standard spout swivels 360degrees for complete sink access

Fits 1 in. maximum deck thickness

For an additional 1 in. installation deck thickness, order RP30393

Flow Rate: 1.80 gpm @ 60 psi, 6.8 L/min @ 414 kPa

Spout Height: 7-3/16"

Spout Length: 8"

Fittings Type: 1/2" IPS connection

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WWW.FACILITIES-MAINTENANCE.COM

PRODUCT MASTER



Single Handle Centerset Lavatory Faucet Model#: 520LF-HDF

List Price (US \$): \$159.65

WaterSense certification promotes water conservation

Includes matching finish drain assembly

Meets standards set by Americans with Disabilities Act (ADA)

3-hole 4 in. installation

Standard spout

Assembled dimensions: 6-3/4 in. H x 8-3/8 in. D x 6-5/8 in. W

Flow Rate: 1.20 gpm @ 60 psi, 4.5 L/min @ 414 kPa

Spout Height: 1-13/16"

Spout Length: 5"

Fittings Type: Universal fittings

Drain Type: Metal pop-up

Deck Thickness: 1.5"

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FAX 714.256.1357

WWW.FACILITIES-MAINTENANCE.COM

PRODUCT MASTER



Badger 5XP Garbage Disposal with cord

List Price (US \$): \$141.00

Our Badger 5XP garbage disposal offers a heavy duty motor and space-saving compact design.

The InSinkErator Badger® Series garbage disposals are a reliable and functional choice when affordability is the prime concern. Choose from three Badger Series garbage disposal models, each with a space-saving compact design.

3/4 Horsepower Dura-Drive® Induction Motor

Galvanized Steel Construction

InSinkErator 3-Year We Come To You® In-Home Full Service Limited Warranty Covers parts and labor

Made in the USA

Quick Lock® Sink Mount allows for easy installation and garbage disposal replacement

Specifications

Type of Feed :Continuous **On/Off Control:** Wall Switch **Motor:** Single Phase **HP :** 3/4 **Volts :** 120 **HZ:** 60 **RPM:** 1725

Amp. (Avg. Load): 9.5 **Time Rating:** Intermittent **Lubrication:** Permanently Lubricated Upper & Lower Bearings

Shipping Weight: (Approx.) 15 lbs. **Unit Finish:** Waterborne Grey Enamel **Overall Height:** 12-5/8" **Grind Chamber Capacity:** 26 oz. **Motor**

Protection: Manual Reset Overload **Average Water Usage :** 1 Gallon Per Person Per Day

Average Electrical Usage: 3-4 KWh Per Year **Drain:** 1-1/2" **Anti-Vibration Connection:** (Hose Clamp) **Dishwasher Drain Connection:** Yes

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SIGNATURE

DATE:

APPENDIX E - CERTIFICATION OF PROPOSAL

In responding to **RFP R02172 – Plumbing Maintenance and Repair Services**, 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 has submitted the Party, Participant (Agent) Disclosure Form if applicable.**
- E. The offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
- F. The offeror complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion.

Independent Price Determination: I certify that this offer is made without prior understanding, arrangement, agreement, or connection with any corporation, business 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.

All American Mechanical Contractors, Inc.

Name of Business

940 Challenger Street

Address

Brea

CA

92821

City

State

Zip

Signature of Person Authorized to Sign

Date

January 3, 2017

Gregory A. Denning

President / CEO

Printed Name

Title

APPENDIX F

PARTY AND PARTICIPANT DISCLOSURE FORMS

ORANGE COUNTY FIRE AUTHORITY 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 stated on page 15 of this solicitation.

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. (Please see next page for definitions of these terms.)

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 or his or her alternate. 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 or alternate 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 venture(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 or his or her alternate 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 or his/or her alternate during the 12 months preceding the decision on the contract award or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate 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.

A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements¹ for use, including all entitlements for land use, all contracts² (other than competitively bid, labor or personal employment contracts), and all franchises.

- E. 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."

- F. 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 venture(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.
- G. A list of the members and alternates of the Board of Directors is attached.

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

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

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

ORANGE COUNTY FIRE AUTHORITY
PARTY DISCLOSURE FORM

Party's Name: NOT APPLICABLE

Party's Address: _____

Party's Telephone: _____

Solicitation Title and Number: _____

Based on the party disclosure information provided, are you or your business 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) or Alternate(s) to whom you and/or your agent made campaign contributions and dates of contribution(s) in the preceding 12 months:

Name of Member: NOT APPLICABLE

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): _____

ORANGE COUNTY FIRE AUTHORITY 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 or his or her alternate. 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 or alternate may solicit or accept a campaign contribution of more than \$250 from you and/or your agency during this period if the board member or alternate 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 or alternate 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).

If you or your agent have made a contribution of more than \$250 to any board member or alternate during the 12 months preceding the decision in the proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the member or alternate 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:
 - (2) Communicates directly, either in person or in writing, with a board member or alternate of the OCFA or any of its affiliated agencies for the purpose of influencing the member's vote on the proposal;
 - (3) 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
 - (4) 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 or alternates are not aggregated.
5. A list of the members and alternates of the Board of Directors is attached.

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

ORANGE COUNTY FIRE AUTHORITY
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 Business Name: NOT APPLICABLE _____

Party's Name: _____

Party's Address: _____

Party's Telephone: _____

Solicitation Title and Number: _____

Date: _____

Signature of Party and/or Agent _____

Board Member(s) or Alternate(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): _____

ORANGE COUNTY FIRE AUTHORITY

Board of Directors

Steven Weinberg, Chairman
Phillip Tsunoda, Director
Rob Johnson, Director
Gerard Goedhart, Director
Jerry McCloskey, Director
Kathryn McCullough, Director
Trish Kelley, Director
Carol Gamble, Director
Sam Allevato, Director
David Sloan, Director
Rick Barnett, Director
Gene Hernandez, Director
Todd Spitzer, Director

Al Murray, Vice Chairman
Elizabeth Swift, Director
Jeffrey Lalloway, Director
Randal Bressette, Director
Noel Hatch, Director
Warren Kusumoto, Director
Chad Wanke, Director
Bob Baker, Director
Roman Reyna, Director
David John Shawver, Director
Tri Ta, Director
Patricia Bates, Director

APPENDIX G

CONTRACTOR'S LICENSING STATEMENT

The undersigned certifies that the Contractor is licensed in accordance with the laws of the State of California. The successful Contractor and subcontractors are required to hold the State of California Contractor's License(s) and DIR registration as required by SB854. Provide additional contractor's license details if applicable.

Contractor's License No. CA Lic. # 795423 Class B, C20, C36 and HAZ Expiration 5/31/2017

Department of Industrial Relations (DIR) # 1000003583

Name of Individual Contractor Gregory A. Denning for All American Mechanical Contractors, Inc.

Signature of Owner  Gregory A. Denning - President / CEO

Business Address 940 Challenger St., Brea, CA 92821

If the contractor operates under a partnership provide the name of the firm, name, title and address below.

Name of Firm N / A

Business Address _____

Name _____ Title _____

Address _____

Name _____ Title _____

Address _____

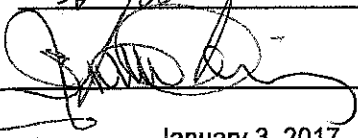
If the contractor operates under a corporation, provide the name and address below in addition to the signatures of the President and Secretary.

Name of Corporation All American Mechanical Contractors, Inc. CA Corp. # 2253825

Business Address 940 Challenger Street, Brea, CA 92821

Corporation organized under the laws of the State of California

 Gregory A. Denning Signature of the Corporation President

 Jenette M. Denning Signature of the Corporation Secretary

Date January 3, 2017

APPENDIX H

LIST OF SUBCONTRACTORS

Contractor acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the name and location of each subcontractor who will perform work or labor or render service to the contractor in or about the work in an amount in excess of one-half of one percent (0.5%) of contractor's total bid and the kind of work that each will perform. Furthermore, contractor acknowledges and agrees that under Public Contract Code section 4100, et seq., if contractor fails to list as to any portion of work, or if contractor lists more than one subcontractor to perform the same portion of work (i.e. contractor must indicate what portion of the work each subcontractor will perform), contractor must perform that portion itself or be subjected to penalty under applicable law.

If alternate bids are called for and contractor intends to use subcontractors different from or in addition to those subcontractors listed for work under the base bid, contractor must list subcontractors that will perform work in an amount in excess of one half of one percent (0.5%) of contractor's total bid, including alternates.

In case more than one subcontractor is named for the same kind of work, the Contractor is to state the portion of work that each subcontractor will perform. contractors or suppliers of materials only do not need to be listed. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

Listed below is the name of each subcontractor that will perform work, labor, or render services to the undersigned related to the work of this project. This is to include any subcontractor that will specially fabricate and install a portion of work according to detailed drawings contained in the plans and specifications in the amount greater than one half of one percent (.05%) of the contractors total bid.

Subcontractor Name <u>United Pumping Service, Inc.</u>	Location <u>Industry / LA</u>
Portion of Work/Trade <u>As needed septic systems, clarifiers, pump disposal and clean</u>	
Bid Amount <u>As needed</u>	
Contractor's License Number <u>617639</u>	DIR Number <u>1000006212</u>
Subcontractor Name <u>Environmental Project Services, Inc.</u>	
Location <u>Colton / San Bernardino</u>	
Portion of Work/Trade <u>As needed concrete replacement</u>	
Bid Amount <u>As needed</u>	
Contractor's License Number <u>767179</u>	DIR Number <u>1000003882</u>

APPENDIX I**CERTIFICATION OF NON-DISCRIMINATION BY CONTRACTORS**

Labor Code Section 1735 requires that no discrimination be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex of such persons, except as provided in Government Code Section 12940.

The business listed below certifies that it does not discriminate in its employment with regard to the factors set forth in Labor Code Section 1735; that it is in compliance with all federal, state and local directives and executive orders regarding non-discrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal employment opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all business employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

Business Name All American Mechanical Contractors, Inc.

Signature 

Printed Name/Title of Business Representative Gregory A. Denning - President / CEO

Date January 3, 2017

Please include any additional information available regarding equal opportunity employment programs now in effect within your company.

All American Mechanical Contractors, Inc. follows all laws and requirements regarding Equal Opportunity

Employment.

APPENDIX J**DEBARMENT AND SUSPENSION CERTIFICATION****TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29**

The Contractor, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

NONE.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

Business Name All American Mechanical Contractors, Inc.

Signature 

Printed Name/Title of Business Representative Gregory A. Denning - President / CEO


Date January 3, 2017

APPENDIX K**PREVAILING WAGE CERTIFICATION****RFP RO2172****Plumbing Maintenance and Repair Services**

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hour notice, payroll records, and apprentice and trainee employment requirements, for all Services on the above Project, including, without limitation, the State labor compliance monitoring and enforcement by the Compliance Monitoring Unit of the Department of Industrial Relations, if this Project is subject to a labor compliance.

Date January 3, 2017

Legal Name of Contractor All American Mechanical Contractors, Inc.

Signature 

Print Name Gregory A Denning

Title President / CEO

APPENDIX L**WORKER'S COMPENSATION INSURANCE CERTIFICATION****RFP RO2172**
Plumbing Maintenance and Repair Services

Labor Code section 3700 in relevant part provides:

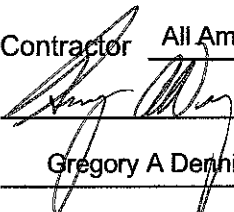
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations, a certificate of consent to self- insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Date January 3, 2017

Legal Name of Contractor All American Mechanical Contractors, Inc.

Signature  _____

Print Name Gregory A Denning

Title President / CEO

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.)



ORANGE COUNTY FIRE AUTHORITY

RFP RO2172 – Addendum 1

Plumbing Maintenance and Repair Services

December 22, 2016

Thank you to all that attended the pre-proposal meeting. As a result of questions received, this addendum is issued to provide additional information and to extend the on-line Q&A period as requested.

Answers to questions during pre-proposal meeting and online Q&A:

- 1) **QUESTION:** Will today's meeting attendance be made available?
RESPONSE: The attendance record is an attachment to this addendum.
- 2) **QUESTION:** Will the online Q&A be re-opened for additional questions?
RESPONSE: The online Q&A has been re-opened through December 28, 2016 @ 11:00A.M.
- 3) **QUESTION:** Appendix D –Pricing Page - Items 1 through 6 requests quotes on various plumbing products "Material" that have very brief descriptions. To achieve a fair bidding process, we request product model numbers be issued. Please advise.
RESPONSE: The pricing page lists out generic and common repairs for standard size equipment that may need repair. Due to the number of available parts that may be compatible with these types of equipment, it is requested that your company provide its most competitive price based on the products that are most regularly used by and available to your business.
- 4) **QUESTION:** On page 15, a C-27 license for landscaping was called out. Is this an error or are you going to require a Landscaping Contractors license in order to bid?
RESPONSE: A Landscaping Contractor license is not required. This has been updated in the bid document.
- 5) **QUESTION:** Is this project still bidding on the 4th of January and is the bid walk conference still on the 22nd of December?
RESPONSE: Proposals are due January 4, 2017, no later than 11:00PST. The pre-proposal conference was scheduled for December 22, 2016. 10:00AM at Orange County Fire Authority, Room AW208, 1 Fire Authority Rd., Irvine, CA 92602.

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

Thank you for your interest in doing business with OCFA.

Best Regards,

A handwritten signature in black ink, appearing to read "Rothchild Ong".

Rothchild Ong
Assistant Purchasing Agent

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

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

All American Mechanical Contractors, Inc.

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

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

- ☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
☒ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate
☐ Other (see instructions) ▶

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

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

940 Challenger Street

6 City, state, and ZIP code

Brea, CA 92821

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - ____

or

Employer identification number

3 3 - 0 9 2 3 8 5 3

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ▶

Date ▶

1/31/17

General Instructions

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

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

Purpose of Form

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

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

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

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

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

By signing the filled-out form, you:

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

ORANGE COUNTY FIRE AUTHORITY PLUMBING MAINTENANCE AND REPAIR AGREEMENT

THIS AGREEMENT FOR PLUMBING MAINTENANCE AND REPAIR SERVICES ("Agreement") is made and entered into this 27th day of March, 2017 ("Effective Date"), by and between the Orange County Fire Authority, a California Joint Powers Authority, hereinafter referred to as "OCFA", and Pro-Craft Construction, a Corporation, hereinafter referred to as "Contractor". OCFA and Contractor are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties".

RECITALS

A. OCFA requires the services of a qualified contractor to provide plumbing maintenance and repair services at the OCFA Regional Fire Operations and Training Center and Fire Stations.

B. Contractor has submitted to OCFA a proposal to provide such plumbing maintenance and repair services dated January 4, 2017, a copy of which is maintained on file with the Clerk of the Authority, and is incorporated herein by this reference ("Contractor's Proposal").

C. OCFA desires to retain Contractor to provide such plumbing maintenance and repair services

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, the Parties agree as follows:

AGREEMENT

1. MAINTENANCE SERVICES

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Contractor shall provide those plumbing maintenance and repair services under a fixed-price contract as specified in the Scope of Services, attached hereto as Exhibit "A" (hereinafter, the "Services" or "Work"). Contractor warrants that all plumbing maintenance and repair Services shall be performed in a skillful, competent, professional and satisfactory manner in accordance with all standards prevalent in the same discipline in the State of California. Contractor represents and warrants that it and all of its employees and subcontractors providing any Work or Services under this Agreement shall have sufficient skill and expertise to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the OCFA.

1.2 Contract Documents.

This Agreement shall consist of the following: (1) this Agreement, inclusive of Exhibit "A"; (2) OCFA Request for Proposals Number RO2172 (the "RFP"), and (3) Contractor's Proposal. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) this Agreement, (2nd) the RFP, and (3rd) Contractor's Proposal.

1.3 Compliance with Law.

Contractor shall comply at all times during the term of this Agreement with all laws, ordinances, resolutions, statutes, rules, and regulations of OCFA and any federal, state or local governmental agency of competent jurisdiction. Contractor shall be liable for all violations of such laws, ordinances, resolutions, statutes, rules and regulations in connection with performing the Work and Services. If Contractor performs any Work or Services in violation of such laws, ordinances, resolutions, statutes, rules or regulations, Contractor shall be solely responsible for all penalties and costs arising therefrom. Contractor shall defend, indemnify, and hold OCFA, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, ordinances, resolutions, statutes, rules or regulations.

1.4 Licenses and Permits.

Prior to performing any Services or Work hereunder, Contractor shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Contractor represents and warrants to OCFA that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Contractor to perform the Work and Services under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the Work and Services required by this Agreement, and shall defend, indemnify, and hold the OCFA, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the Services to be performed, (b) has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where the Services or Work is to be

performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Contractor represents and maintains that Contractor has or will investigate the site and is or will become fully acquainted with the conditions there existing, prior to the commencement of any Services hereunder. Should the Contractor discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Contractor shall immediately inform OCFA of such fact and shall not proceed with any work except at Contractor's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

Contractor 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.

1.7 Prevailing Wage.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided pursuant to this Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the OCFA, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

2. COMPENSATION

2.1 Maximum Contract Amount.

For the Services rendered pursuant to this Agreement, Contractor shall be compensated and reimbursed, in accordance with the terms set forth in Exhibit "A," in an amount not to exceed \$35,000 (Thirty-Five Thousand Dollars). The maximum amount of OCFA's payment obligation under this Agreement is the amount specified in this section ("Maximum Contract Amount").

2.2 Method of Payment.

In any month in which Contractor wishes to receive payment, Contractor 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 Contractor for all expenses stated thereon which are approved by OCFA consistent with this Agreement, within thirty (30) days of receipt of Contractor's invoice.

2.3 Changes.

In the event any change or changes in the Work is requested by OCFA, the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional fees for services. An amendment may be entered into, among other things: (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; and/or (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Contractor's profession.

2.4 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.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement. The time for completion of the Services to be performed by Contractor is an essential condition of this Agreement.

3.2 Schedule of Performance.

Contractor shall prosecute regularly and diligently the work of this Agreement according to the time periods specified in Exhibit "A." When requested by Contractor, extensions of the time periods specified in Exhibit "A" may be approved in writing by the Contract Officer; however, OCFA shall not be obligated to grant such an extension.

3.3 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 Contractor (financial inability excepted), including, but not restricted to, acts of God or of a public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the OCFA, if the Contractor, within ten (10) days of the commencement of such condition, notifies the Contract Officer in writing of the causes of the delay. The Contract Officer shall thereupon ascertain the facts and the extent of the delay, and extend the time for performing the Services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against OCFA for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term.

Unless earlier terminated in accordance with Section 8.5 of this Agreement, this Agreement shall commence upon the Effective Date, and shall continue in full force and effect for an initial one-year term ("Initial Term"). Thereafter, at the sole option of the OCFA, the Agreement may be extended for up to four additional one-year renewal terms. Following the Initial Term, and prior to any subsequent renewal term, the Contractor may increase the annual cost of Services. In no event, however, shall an increase in annual cost of Services exceed current prices plus three (3) percent per year or the percentage increase in the Consumer Price Index-Urban (CPI-U) for the immediately preceding 12-month period, whichever is lower.

4. COORDINATION OF WORK

4.1 Representative of Contractor.

The following principal of the Contractor is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the Services to be performed under this Agreement and make all decisions in connection therewith: Timothy McFayden

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 Contractor and devoting sufficient time to personally supervise the Services performed hereunder. The foregoing principal may not be changed by Contractor without the express written approval of the Contract Officer.

4.2 Contract Officer.

The Contract Officer shall be Steve Klein, unless otherwise designated in writing by OCFA. It shall be the Contractor's responsibility to keep the Contract Officer fully informed of the progress of the performance of the Services and Contractor shall refer any decisions that must be made by OCFA to the Contract Officer. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the OCFA required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees, were a substantial inducement for OCFA to enter into this Agreement. Therefore, Contractor 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. If Contractor is permitted to subcontract any part of this Agreement by OCFA, Contractor 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. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and OCFA. All persons engaged in the Work will be considered employees of Contractor. OCFA will deal directly with and will make all payments to Contractor. In addition, neither this Agreement nor any interest herein may be assigned, transferred, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of OCFA. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Contractor or any surety of Contractor from any liability hereunder without the express written consent of OCFA.

4.4 Independent Contractor.

A. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Contractor, or any of its personnel, an OCFA employee. During the performance of this Agreement, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as OCFA officers or employees. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither OCFA nor any of its officials, officers, employees, agents or volunteers shall

have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees or agents, shall not maintain a permanent office or fixed business location at OCFA's offices. OCFA shall have no voice in the selection, discharge, supervision, or control of Contractor's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service. Contractor shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. OCFA shall not in any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor.

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

C. No OCFA benefits shall be available to Contractor, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Contractor as provided for in this Agreement, OCFA shall not pay salaries, wages, or other compensation to Contractor for the performance of any Work or Services under this Agreement. OCFA shall not be liable for compensation or indemnification to Contractor, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the OCFA has financial obligations, other than pursuant to Section 2 herein, of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, representatives, agents, or subconsultants or subcontractors, Contractor shall defend, indemnify, and hold harmless OCFA from and against all such financial obligations.

4.5 OCERS and PERS Eligibility Indemnification.

A. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing any Work or Services under this Agreement claims or is determined by a court of competent jurisdiction or the Orange County Employees Retirement System (OCERS) or the California Public Employee Retirement System (PERS) to be eligible for enrollment in OCERS or PERS as an employee of the OCFA, Contractor shall indemnify, defend, and hold harmless OCFA for the payment of any employee and/or employer contributions for OCERS or PERS benefits on behalf of Contractor or its employees, agents or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the OCFA.

B. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing any Work or Services under this Agreement shall

not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by OCFA, including but not limited to eligibility to enroll in OCERS or PERS as an employee of OCFA and entitlement to any contribution to be paid by OCFA for employer contribution and/or employee contributions for OCERS or PERS benefits.

5. INSURANCE

5.1 Compliance with Insurance Requirements.

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

5.2 Types of Insurance Required.

As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Contractor shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

A. Commercial General Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance written on an occurrence basis with limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the general aggregate, and one million dollars (\$1,000,000.00) for products and completed operations. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

B. Automobile Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury and property damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles.

C. Workers' Compensation Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Contractor 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 to require each of its subconsultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

5.3 Acceptability of Insurers.

Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer) listed on the State of California List of Eligible Surplus Lines Insurers (LESLI), by the latest edition of A.M. Best's Key Rating Guide, except that the OCFA will accept workers' compensation insurance from the State Compensation Fund. In the event the OCFA determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the OCFA, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the OCFA. Contractor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

5.4 Insurance Endorsements.

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

A. The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to provide the following:

(i) Additional Insured: The OCFA, its officials, officers, employees, agents and volunteers, shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement; and

(ii) Additional Insured Endorsements: Additional insured endorsements shall not (1) be restricted to "ongoing operations", (2) exclude

"contractual liability", (3) restrict coverage to "sole" liability of Contractor, or (4) contain any other exclusions contrary to the Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(iii) Notice: The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the OCFA. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Consultant's failure to pay the insurance premium, the notice provided to OCFA shall be by ten (10) days' prior written notice.

B. For all policies of Commercial General Liability Insurance, Contractor shall provide endorsements for ongoing operations and completed operations to effectuate this requirement.

5.5 Deductibles and Self-Insured Retentions.

Any deductible or self-insured retention must be approved in writing by the OCFA in advance and shall protect the OCFA, its officials, officers, employees, agents and volunteers, in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

5.6 Primary and Non-Contributing Insurance.

All policies of Commercial General Liability Insurance and Automobile Liability Insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the 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.

5.7 Waiver of Subrogation.

All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the OCFA, its officials, officers, employees, agents and volunteers, or shall specifically allow Contractor or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Contractor hereby agrees to waive its own right of recovery against the OCFA, its officials, officers, employees, agents and volunteers, and Contractor hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

5.8 Evidence of Coverage.

Concurrently with the execution of this Agreement, Contractor shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the OCFA. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the OCFA evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. Contractor shall promptly furnish, at OCFA's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents OCFA requires to verify coverage.

5.9 Requirements Not Limiting.

Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

5.10 Enforcement of Agreement (Non-Estoppel).

Contractor acknowledges and agrees that actual or alleged failure on the part of the OCFA to inform Contractor of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the OCFA nor does it waive any rights hereunder.

5.11 Insurance for Subconsultants.

Contractor shall include all subconsultants or subcontractors engaged in any Work or Services for Contractor relating to this Agreement as additional insureds under the Contractor's insurance policies, or Contractor shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the OCFA, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by Contractor's subconsultants or subcontractors performing any Work or Services related to this Agreement shall be endorsed to name

the OCFA, its officials, officers, employees, agents and volunteers, as additional insureds. Contractor shall not allow any subconsultant or subcontractor to commence any Work or Services relating to this Agreement unless and until it has received satisfactory evidence of their compliance with all insurance requirements under this Agreement, to the extent applicable. Contractor agrees to provide satisfactory evidence of compliance with this subsection upon request of the OCFA.

5.12 Other Insurance Requirements.

The following terms and conditions shall apply to the insurance policies required of Contractor pursuant to this Agreement:

A. Contractor shall provide immediate written notice to OCFA if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

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

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

D. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Work. It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

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

F. Contractor agrees to provide immediate written notice to OCFA of any claim, demand or loss against Contractor arising out of the Work or

Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

6. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense with legal counsel reasonably acceptable to OCFA), indemnify and hold the OCFA, its officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officers, directors, employees, subcontractors, Contractors or agents, in connection with Contractor's performance under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent that the Work or Services performed by Contractor are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the OCFA, its officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused in part by the sole negligence or willful misconduct of the OCFA.

7. RECORDS AND REPORTS

7.1 Reports.

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

7.2 Records.

Contractor shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Contractor shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records. Contractor shall maintain

such books and records in accordance with generally accepted accounting principles and shall clearly identify and retain the same for a period of three (3) years from the date of final payment by OCFA hereunder.

7.3 Ownership of Documents.

All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subconsultants, subcontractors and agents in the performance of this Agreement shall be the property of OCFA and shall be delivered to OCFA upon request of the Contract Officer or upon the termination of this Agreement, and Contractor 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. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. Contractor shall ensure that all of its subconsultants and subcontractors shall provide for assignment to OCFA of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify OCFA for all damages resulting therefrom.

7.4 Release of Documents.

All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subconsultants, subcontractors and agents in the performance of Services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

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 Contractor 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 Contractor. 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 Contractor, except that where termination is due to the fault of the Contractor 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, Contractor shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter.

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

8.6 Termination for Default of Contractor.

A. Contractor's failure to comply with any provision of this Agreement shall constitute a default.

B. If the Contract Officer, determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Contractor in writing of such default. Contractor shall have ten (10) days, or such longer period as OCFA may designate, to cure the default by rendering satisfactory performance. In the event Contractor fails to cure its default within such period of time, OCFA shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which OCFA may be entitled at law, in equity, or under this Agreement. Contractor shall be liable for any and all reasonable costs incurred by OCFA as a result of such default. Compliance with the provisions of this section shall not constitute a

waiver of any OCFA right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit OCFA's right to terminate this Agreement without cause pursuant to Section 8.5.

C. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, OCFA may, after compliance with the provisions of Section 8.6(B), take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the OCFA shall use reasonable efforts to mitigate such damages), and OCFA may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the OCFA as previously stated. The withholding or failure to withhold payments to Contractor shall not limit Contractor's liability for completion of the Services as provided herein.

8.7 Attorneys' Fees.

In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys' fees, expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

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 Contractor, 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 Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Covenant Against Discrimination.

Contractor 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, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, age, national origin, or ancestry. Contractor shall take affirmative action to insure that applicants and employees are

treated without regard to their race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

10.1 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.

To OCFA:

Orange County Fire Authority
Attention: Steve Klein
1 Fire Authority Road
Irvine, CA 92602

To Contractor:

Pro-Craft Construction Inc.
Attention: Timothy McFayden
31597 Outer Hwy. 10 South Ste. B
Redlands, CA 92373

10.2 Entire Agreement.

This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

10.3 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.

10.4 Successors in Interest.

This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.5 Third Party Beneficiary.

Nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

10.6 Recitals.

The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.7 Survival.

Any responsibility of Contractor for warranties, insurance, indemnity, record-keeping or compliance with laws with respect to this Agreement shall not be invalidated due to the expiration or termination of this Agreement.

10.8 Corporate Authority.

Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he/she is signing is bound.

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

"OCFA"

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____

Jeff Bowman, Fire Chief

APPROVED AS TO FORM.

ATTEST:

By: _____

DAVID E. KENDIG
GENERAL COUNSEL

Sherry A.F. Wentz
Clerk of the Board

Date: _____

"CONTRACTOR"

PRO-CRAFT CONSTRUCTION INC.

Date: 3/27/2017

By: _____



Timothy McFayden, CEO/SEC

EXHIBIT A

SCOPE OF WORK

OCFA currently has a centralized Property Management Section responsible for the maintenance and repair of its headquarters and fire stations. The purpose of this Request for Proposals is to establish a contract for plumbing maintenance and repair services on an as needed basis. The successful contractor will provide plumbing maintenance and repair services including all personnel, labor, supervision, materials, tools and equipment required to maintain and repair plumbing systems of OCFA's seventy-two (72) fire stations and the RFOTC. The list of Fire Stations and addresses are provided as Attachment A.

The intent of these Specifications is to describe the repairs and maintenance requirements in general terms. The detailed specifications required will be based on the particular requirements at the time that a given job, and be judged based on those requirements. OCFA will consider value-engineering suggestions from Contractor and may accept alternates recommended if they provide equal or better functionality, durability, and cost effectiveness; however, OCFA, in its sole discretion, may require specific manufacturers and model numbers for any given job.

The following is a partial list of items or issues that may need attention:

- All piping for plumbing, water, waste, floor drains, drain grates, supply leader, soil pipe, grease traps, sewage and vent lines. Sewage shall include all sewers with metallic or non-metallic pipe used inside property lines.
- All piping for water filters, water softeners, water meters and the setting of same.
- All cold, hot and circulating water lines piping for house pumps, cellar drainers, ejectors, house tanks, pressure tanks, solar systems, display fountains, drinking fountains, plumbing fixtures and appliances, and the handling and setting of the above-mentioned equipment.
- All water services from mains to buildings, including water meters and water meter foundations.
- Wall water mains from whatever source, including branches and fire hydrants, etc.
- All down spouts and drainage areas, soil pipe, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks, etc. This includes all storm drain piping inside property lines.
- All equipment in bath and washrooms, shower stalls, etc.
- All bathroom, toilet room, and shower room accessories, i.e., towel racks, paper holders, glass shelves, hooks, mirrors, cabinets, etc.
- All lawn sprinkler work, including piping, fitting, and lawn sprinkler heads.
- All piping for hydraulic, vacuum, pneumatic, air, water, steam, oil or gas equipment.
- All piping for power, or heating purposes, either by water, air, steam, gas, oil, chemicals, or any other method.
- All air piping of every description.
- All temporary piping of every description in connection with building and construction work, excavating and underground construction.
- The operating, maintenance, repairing, servicing and dismantling of all work installed by journeymen plumbers and/or pipe fitters.

Additional services other than those listed may be requested by OCFA Property Management during the contract term. Any additional services added to the contract are to be provided at the same time and material prices offered in the proposal.

Services not detailed in this scope, are not to be performed unless they are requested, provided a project number and authorized by OCFA. All additional work must be documented, signed by OCFA Property Management. Additional work is to be billed at the hourly rate provided in the proposal.

All offerors providing services will have the competency, relevant experience, knowledge, and reliability which qualify the individual(s) to successfully provide the required supplies and services requested in this RFP.

MINIMUM QUALIFICATIONS

- 1) Contractor must be skilled and regularly engaged in the general class or type of work called for under the contract. The successful contractor must also have no less than five (5) years of experience in providing plumbing maintenance and repair services.
- 2) Contractor must possess a valid California **C-36** Contractor's license at the time of proposal submission, pursuant to California Public Contract Code Section 3300 and Business and Professions Code Section 7028.15. The respondent must be licensed as a contractor in accordance with the provisions of California Business and Professions Code Chapter 9, Article 5 Licensing 7065-7077. The successful contractor must maintain the license throughout the duration of this contract.
- 3) Pursuant to SB854, and Labor Code Section 1725.5 contractor must be registered with the Department of Industrial Relations (DIR).

The offeror must state specifically in the descriptive narrative or other supporting documents how the offeror meets the minimum qualifications specified above.

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

SPECIFIC REQUIREMENTS – GENERAL RESPONSIBILITIES OF SUCCESSFUL CONTRACTOR

Performance Requirements:

Contractor must provide trained and experienced personnel. Supervisors must be qualified, proficient in English, trained and capable of providing adequate supervision and direction to Contractors' employees and must demonstrate verbal and written communication skills sufficient for the work required herein.

All work must be done per specifications, according to all applicable and acceptable industry standards as it relates to each trade, of the highest quality workmanship commensurate with the required work, and completed by the time required. Contractor personnel must wear uniforms, furnished by the Contractor with the Contractor's name and/or logo, and employee name at all times during the performance of the work at the RFOTC.

Contractor must provide their own telephones. The use of OCFA telephones and radios are prohibited except under emergency circumstances for medical aid, fire, or safety.

Contractor must furnish and maintain at its own expense, an adequate stock of materials/supplies, parts, all equipment and tools to perform the specified work and provide a timely service. All supplies, labor, vehicles and equipment must be compliant with the specifications, terms and provisions set forth herein and shall be subject to random, unannounced inspection by OCFA.

Any additional work performed on an hourly basis, separate from the contract will require a daily time sheet signed by OCFA Property Management Facilities Manager or designated representative.

OCFA will not provide office or storage space for the Contractor's supplies, vehicles or equipment.

Repair Request Procedure:

During regular working hours, the facility requesting service will contact the Property Management Section and place a service call. The request for service will be logged and staff will then contact the contractor and provide:

- Location (site name and address)
- Nature of the problem
- Name of on-site contact person
- Phone number of on-site contact person

After regular hours, weekends, and holidays, the Battalion Chief or Section Manager will give the station personnel the authorization to place a service call to the Contractor and advise OCFA Property Management that a call was placed as an emergency so the request can be logged and a number provided to the Contractor.

The contractor, under both circumstances, may call the site with the problem and obtain any additional information it deems necessary and to provide an anticipated arrival time of the service technician.

(Note: A portion of the fire stations are staffed with volunteers that have no permanent personnel on the site, while others are staffed with 24-hour permanent personnel. It is essential to coordinate the arrival of the service technician with fire personnel.)

Service Call Procedure:

Upon arrival at each site, the Contractor shall complete the following:

- Sign in on the station log (at all fire stations)
- Check in with the Station Captain, if available
- Evaluate the specific materials and labor required to complete the repair
- Develop an estimate of the expected costs (if possible)
- Develop potential alternatives with costs, in the case of repair vs. replacement

- Advise Property Management by telephone of the cost of repairs and other work PRIOR to proceeding with the work.
- Contractor will proceed with work after authorization is received from Property Management
- Complete all work in accordance with the estimate

Contractor must prepare service call report detailing the work performed, obtain the signature of the Station Captain on the report (if available), and leave a copy of the report at the site. That report must at least contain the following: Time of arrival, time of departure, brief summary of repair request, detailed summary of the work performed, summary of any additional work required or recommended.

Contractor must advise Property Management if any additional work is required and when the Contractor will return to perform the work.

If urgent repairs are needed, Contractor will advise Property Management, by telephone, with an estimate of repairs and other work prior to proceeding with the work.

Contractor must contact Property Mgmt. to obtain additional authorization when the repair work is expected to exceed the original estimate by more than 10%.

Service Requirements:

A. General

- Note that per the Business and Professions Code ss. 7059: "In no case shall the...[Contractor] whose classification constitutes less than a majority of the project [perform the project unless]...the performance of the work in the crafts or trades, other than in which [Contractor] is licensed, is incidental and supplemental to the performance of the work in the craft for which the [Contractor] is licensed....All work to be performed outside of [Contractor's] license specialty, except work authorized by [the aforementioned], shall be performed by a licensed subcontractor..."
- Perform all work in accordance with the latest editions or addenda of the following applicable codes, standards and specifications.
- Perform all work according to all applicable industry-standards and to the highest quality commensurate with the required work.
- Ensure that all work is done only by experienced and professional personnel.
- Provide everything necessary to complete the repairs and maintenance work including but not limited to labor, equipment, materials, consumables, etc.
- Ensure that all work properly and neatly fits the adjacent existing materials.
- Perform work according to any applicable manufacturer's specifications.
- Provide a 24/7 call number for emergency repair work.
- Respond in the time required.
- Remove and properly dispose of any to-be-replaced materials.
- Provide all documentation, altered diagrams, updated or new manuals, and the like within seven calendar days after the repairs have been affected. (as applicable)

B. Repairs

- a. Diagnose and recommend an appropriate solution to remedy the damage or defect according to all applicable manufacturers' specifications, Standard Specifications for Public Works Construction, and industry standard practices.
- b. Provide an estimate of the repair costs at the hourly rates and materials amounts.
- c. Make approved repairs as soon as possible, but only after department so authorizes.
- d. Verify work has been completed properly and adjacent work is not affected.

Technical Requirements

A. General

- a. The work required hereunder is based on the California Department of Consumer Affairs Contractors State License Board (CSLB). Any changes made by the CSLB automatically apply to the license classifications listed below.

Plumbing Work

i. C-36 – Plumbing Contractor

A plumbing contractor provides a means for a supply of safe water, ample in volume and of suitable temperature for the purpose intended and the proper disposal of fluid waste from the premises in all structures and fixed works. This classification includes but is not limited to:

- (a) Complete removal of waste from the premises or the construction and connection of on-site waste disposal systems;
- (b) Piping, storage tanks and venting for a safe and adequate supply of gases and liquids for any purpose, including vacuum, compressed air and gases for medical, dental, commercial and industrial uses;
- (c) All gas appliances, flues and gas connections for all systems including suspended space heating units. This does not include forced warm air units;
- (d) Water and gas piping from the property owner's side of the utility meter to the structure or fixed works;
- (e) Installation of any type of equipment to heat water, or fluids, to a temperature suitable for the purposes listed in this section, including the installation of solar equipment for this purpose; and
- (f) The maintenance and replacement of all items described above and all health and safety devices such as, but not limited to, gas earthquake valves, gas control valves, back flow preventors, water conditioning equipment and regulating valves.

B. Subcontractors

- a. The majority of the work as required herein and at the time the work is requested must be done by the awarded Contractor.
- b. The work may not be subcontracted or sublet to another contractor unless the contractor has been listed on the Subcontractor List or a substitution of that contractor has been approved by Property Management in advance of any scheduled or actual work.
- c. Subcontractor(s) must meet all insurance requirements of the prime contractor as listed on pages 22 – 24.

C. Specialized Equipment

- a. Provide all equipment necessary to facilitate the work required herein at Contractor's sole expense.
- b. Provide the necessary safety equipment.
- c. Ensure that you have accurately and completely determined the actual types of equipment well in advance of the work to be performed.

D. Specific Work for Repairs

a. Repairing

- ii. Make necessary repairs to ensure that equipment, components or fixtures are operating properly and according to the manufacturer's specifications.
- iii. Ensure that any items used to make repairs meet or better the original manufacturer (OEM) specifications.
- iv. Coordinate the repairs and times with Property Management.

b. Reporting

- i. Provide verbal reports to Property Management as necessary to facilitate the work required herein.
- ii. Provide written reports, along with warranties of installed products (outside of products provided by OCFA), to Property Management with the invoice for completed work, which must contain, but not limited to the following:
 - 1. Location number/address serviced.
 - 2. Facility generated Work Order(s)
 - 3. Date and time Location was serviced.
 - 4. Types of and Quantities materials used and/or replaced.
 - 5. Potential Hazards at and around the Locations.
 - 6. Proposed alternate products that are cost-effective, energy efficient, and or have environmental advantages.
 - 7. Failure to provide the written report with the invoice will suspend any related payments by the number of days until the report is received.
 - 8. Failure to complete the required replacements will suspend any related payments by the number of days until the work is received.

E. Specific Work for Preventative Maintenance

a. Service Inspections

- i. Tour all designated work areas with Property Management to review and document items requiring corrective action.
- ii. If needed, perform the above prior to the start of any work, during other scheduled times provided by Property Management.
- iii. Make all required remedies to any work deficiencies as soon as practicably possible, but in no event greater than three business days after receipt of notification from OCFA.

b. Replacing Materials

- i. Replace materials only with same item as being replaced.
- ii. If alternative materials are being proposed, use the most energy-efficient, cost-effective, and replacements that have environmental advantages and that exhibit the same performance characteristics as the item being replaced. All such proposed replacements must be reviewed in advance of their replacements by Property Management prior to such replacements; then, only after approval will such replacements be permitted.
- iii. Dispose of any materials used in the course of completing scope of work properly, and in accordance to all governing agencies at contractor sole expense. This includes manifesting and chain of custody if required based on the nature of work being provided.

Performance Hours:

All work must be coordinated with OCFA Property Management unless otherwise specified.

The Contractor must conduct the work at all times in a manner which will not interfere with normal OCFA operations.

Quality Control:

All items furnished must be new, of good workmanship, in full accordance with the specifications, and free of defects. Items will be subject to inspection by the OCFA. If any product or service delivered shows evidence of shipping damage or defects, does not meet applicable specifications, or does not perform to the standards represented by the supplier, the OCFA shall reject same. Supplier will refund money which has been paid and bear all costs of removal and return of the products. Unless otherwise specified, all products provided shall have a manufacturer's warranty of at least twelve (12) months on workmanship, parts, and labor.

Damage or repair:

If any materials, equipment or other property contained in or constituting a part of an OCFA premise shall be damaged or destroyed by Contractor or its subcontractor(s), if any, in the course of performing services, Contractor shall at its expense promptly repair or replace the same, to the complete satisfaction of OCFA.

Safety:

Contractor, its employees, and agents must comply with all applicable health and safety requirements and procedures while performing services and exercise caution at all times for the protection of persons and property. Safety provisions of all applicable laws and ordinances shall be strictly observed and the Contractor and property at all sites. All fines, penalties and/or repair charges resulting from the Contractor's neglect of safety provisions shall be the sole responsibility of the Contractor.

Contractor shall provide and maintain the necessary precautions, supervision, and safeguards for the safety of all persons performing services and shall not cause or permit to exist an unlawful, hazardous, unsafe, unhealthy, or environmentally unsound condition over which Contractor has control.

SDS sheets (material safety data sheets) are to be provided on all products before they are brought on the premises. SDS shall be posted in each location the products are stored. All containers shall bear proper labels.

Contractor must outfit all equipment and materials used with any and all such safety devices and warning mechanisms as may be necessary to advise and protect the public and prevent personal injury and property damage.

Contractor shall must restrict access to the designated areas and parking spaces under the performance of the contract.

Contractor and its employees shall not enter areas of the facilities not specifically included in this specification for services.

Warranties:

Contractor represents, warrants, and covenants that in connection with any services performed under this specification: it is in the business of performing the Services described hereunder; it is experienced and expert in performing such services; all equipment used in the performance of services hereunder shall be suitable for such use; it understands the currently-known hazards which are presented to persons, property, and the environment in connection with the performance of such services and the transportation, storage and disposal of material; it is aware of all laws, regulations, orders, and other governmental requirements pertaining to the performance of such services; it will perform such services in full compliance with all applicable laws, regulations, orders, and other governmental requirements; it will perform such services in compliance with all necessary and applicable permits and it has obtained or will obtain all permits necessary to perform the services; it possesses the professional and technical skills required to perform the services; no environmental enforcement actions have been brought or are likely to be brought against contractor that could have a material adverse effect on OCFA; and any agents or personnel employed by the contractor will meet the same standards as apply to contractor that could have a material adverse effect on OCFA.

Additional Information:

This contract is for the maintenance and repair of existing items, equipment, and structures and does not include larger projects, new work or add-ons. Splitting costs on a single facility-generated work order, projects, or work to avoid this limitation is prohibited and subject Contract to immediate termination.

OCFA will invite Contractors to provide quotes for larger projects. Contractors may provide additional discounts at the time of the quote. Contractor with the lowest total responsive quote for a given job will be awarded that job. This process will be repeated for future work.

OCFA may choose to award jobs that are expected to be less than \$5,000 to Contractor any that it chooses; such choice will be based on past pricing, timely performance, and quality of work.

The preceding dollar limitation applies only to ROUTINE requests and does not apply to EMERGENCY or URGENT requests; OCFA may choose to award EMERGENCY or URGENT jobs as is in OCFA's best interests.

The OCFA may also conduct regular performance reviews on a regular basis to evaluate the levels of service and quality provided.

Contract Coordinator: OCFA/Property Management Staff (714) 573-6470

Contract Manager: Steve Klein, OCFA Facilities Manager, (714) 573-6475, cell (714) 720-6067 and email: steveklein@ocfa.org.



January 4, 2017

Orange County Fire Authority
Purchasing Section
1 Fire Authority Road Bldg. C
Irvine, CA 92602

Re: Plumbing Maintenance and Repair Services Proposal

To Whom It May Concern:

We are pleased to submit our proposal for the above referenced project. Pro-Craft Construction, Inc. has over 13 years' experience successfully completing public works construction and service projects and have proven able to effectively manage and complete the work on time and within budget.

We appreciate the opportunity to bid this project and look forward to working with you soon. Please feel free to contact me should you have any questions or concerns.

Sincerely,



Timothy McFayden, CEO / SEC



THE UNITED STATES OF AMERICA
DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D. C. 20535

TO : DIRECTOR, FBI
FROM : SAC, NEW YORK
SUBJECT: [Illegible]

RE: [Illegible]

DATE: [Illegible]

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[Illegible text block]

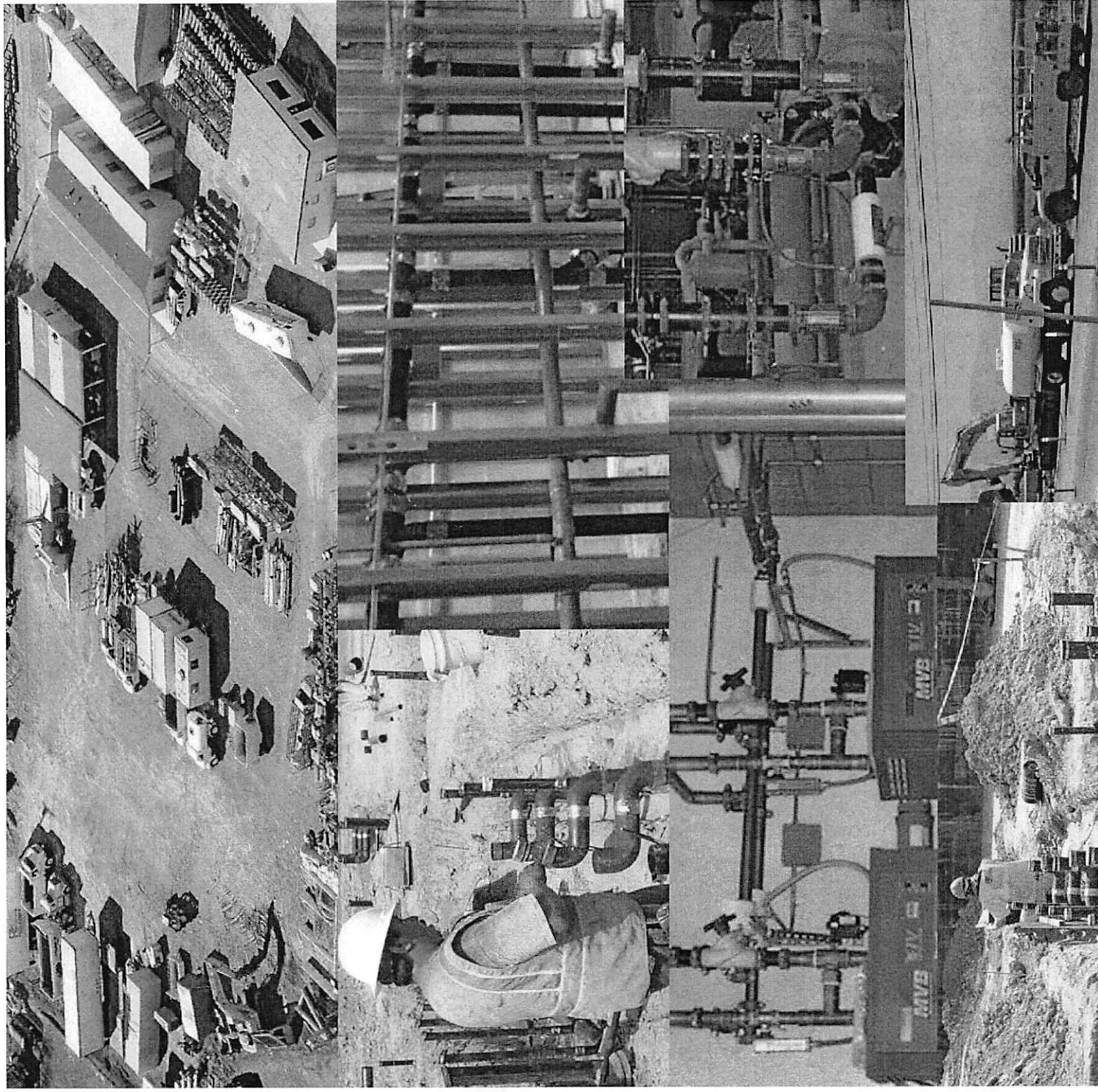
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Pro-Craft Construction, Inc. specializes in plumbing, piping and on & offsite utilities, including large diameter pipeline. We are an experienced, highly qualified contracting company with 38+ years of experience in all facets of plumbing and water works. Our highly motivated staff ensures quality completion of your project within the scheduled time.



31597 Outer Hwy. 10 South, Suite B, Redlands, CA 92373
909-790-5222 * Fax 909-797-2812
License # 467234 C-36, C-34, B, A, C-42, C-2



Company Information

Address: 31597 Outer Hwy. 10 S., Ste. B Phone: (909) 790-5222
Redlands, CA 92373 Fax: (909) 797-2812

Officers and Signers: Timothy McFayden, CEO / SEC
Susan McFayden, CFO

Contractors License #: 467234 Classifications: C-36, C-34, B, A, C-42, C-2

Date Established: 07/14/2003 Incorporation Date: 01/01/2006

Tax ID #: 20-4110686 Dun & Bradstreet #: 15-510-1806

Bonding Capacity \$10MM Single \$40MM Aggregate

Mission Statement

To continuously provide the highest quality of service and craftsmanship in the marketplace; supported with honesty, integrity, professionalism and a sense of urgency, so as to build long term relationships with every client and associate.

To provide a source of educational training for every employee within our organization to enable self-improvement, growth & advancement.

Support local community programs that benefit children through education and self-achievement.
Strive to be worthy of the "Signature of Quality" motto.

Signature of Quality

Pro-Craft Construction Inc. has a multi-layer quality control program to live up to our CEO's strict guidelines for fulfilling the "Signature of Quality" motto. We strive to achieve excellence at every task presented, while taking into consideration our customer's requirements and all uniform standard codes and specifications. These standards are upheld by employee training, foreman accountability, superintendent inspections, and above all the CEO's review and approval.

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909-790-5222 * Fax 909-797-2812
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About Pro-Craft Construction Inc.

In 2003 Timothy McFayden opened Pro-Craft Construction, Inc. after working in the industry since 1976. In his 38+ years of experience in the plumbing & utility trades, he has been exposed to all facets of the construction industry from repairs, new and custom homes, light commercial, industrial plants, hospitals, hotels, sewer treatment plants, office improvements, schools, colleges, universities, and more. He began in the trenches, went on to project management and everything in-between.

Pro-Craft Construction, Inc. has grown considerably since its inception and is currently an organization of an average of 40-75 employees consisting of a professional staff of Project Managers, Superintendents, Foremen, Plumbers, Plumbers Apprentices, Laborers, Operators, Project Administration, BIM Coordination, Estimating / Pre-Construction, Human Resources, Accounts Payable, Accounts Receivable, Purchasing, Warehouse, Information Technology, etc.

Pro-Craft Construction, Inc. utilizes the latest technology available to our industry. In the field we are utilizing Trimble MEP Field Link, which allows us to complete layout in a fraction of the time compared to traditional manual methods. We have an in-house BIM coordination dept. that utilizes Revit and SysQue software. Each of our project Foremen and Superintendents are able to send and receive the most current project information via Apple iPad and Dropbox.

Performance Overview

Since 2003, we have completed numerous projects from repairs, modernizations, and new buildings, ranging in cost from under \$10,000 to \$3 Million. All of our projects have special and interesting characteristics. From minor repairs to complicated troubleshooting, our projects each come with their own challenges. We approach each project with enthusiasm, applying our skills and experience into the project's undertaking. Determining safety, materials, how to best use our available equipment, and most importantly the correct crew for the job, is just some of the forethought that goes into our project planning.

We are very proud of each and every project that has been completed safely, correctly, and on time. Profit will never override quality and professionalism in our company, as we stand by our "Signature of Quality" motto.



We have successfully performed and completed projects for the following California K-12 School Districts and Community College Districts:

Anaheim City School District
Barstow Community College District
Banning Unified School District
Bear Valley Unified School District
Bonita Unified School District
Cal State San Bernardino
Cerritos Community College
Chino Valley Unified School District
Colton Joint Unified School District
Corona-Norco Unified School District
Covina-Valley Unified School District
Desert Community College District
Desert Sands Unified School District
Duarte Unified School District
El Monte Union High School District
Fontana Unified School District
Garden Grove Unified School District
Hemet Unified School District
Imperial Community College District
Imperial Unified School District
Irvine Unified School District
Los Angeles County Office of Education
Monrovia Unified School District
Moreno Valley Unified School District
North O.C. Community College District
Ontario-Montclair School District
Palm Springs Unified School District
Palomar Community College District

Pasadena Unified School District
Perris Union High School District
Placentia-Yorba Linda Unified School District
Rancho Santiago Canyon Community College
Redondo Beach Unified School District
Rialto Unified School District
Rim of the World Unified School District
Riverside Community College District
Riverside Unified School District
Rowland Unified School District
Saddleback Valley Unified School District
San Bernardino City Unified School District
San Bernardino County Superintendent of Schools
San Diego Community College District
San Diego Unified School District
San Dieguito Union High School District
San Jacinto Community College District
San Jacinto Unified School District
Santa Ana Unified School District
Tustin Unified School District
University of Redlands
Val Verde Unified School District
Victor Elementary School District
Victor Valley Community College District
Victor Valley Unified School District
Vista Unified School District
Westminster Unified School District

We have successfully completed projects for the following public entities:

City of Banning
City of Fullerton
City of Hesperia
City of Highland
City of Laguna Niguel
City of Rancho Cucamonga
City of Riverside
City of San Juan Capistrano
City of Santa Monica
City of Yucaipa

County of Orange
County of San Bernardino
Rancho California Water District
San Geronimo Pass Water Agency
State of California Dept. of Forestry
Town of Apple Valley
U.S. Dept. of the Air Force
U.S. Dept. of the Navy
Yucaipa Valley Water District



Below are a few examples of plumbing / utility projects we have completed:

Perris High School Interim Housing Perris Union High School District	\$2.1 Million Completed August 2014
Bonita Performing Arts Center Bonita Unified School District	\$601 K Completed May 2014
March ARB Various Projects U.S. Dept. of the Air Force	\$895 K Completed September 2013
Pico Branch Library City of Santa Monica	\$778 K Completed April 2014
James Madison Elementary School (MOD) Anaheim City School District	\$819 K Completed September 2013
Arlington High School Athletic Facilities Riverside Unified School District	\$810 K Completed February 2013
Palm Springs District Operation Center Palm Springs Unified School District	\$1.1 Million Completed March 2012
Wheelock Gym Seismic Upgrades (MOD) Riverside Community College District	\$960 K Completed March 2012
Rialto Elementary School #19 Rialto Unified School District	\$2.7 Million Completed August 2010

Below are a few examples of underground utility projects we have completed:

Beaumont Ave. Recharge Facility San Geronio Pass Water Agency	\$1.5 Million Completed November 2014
Crow St. Non-Potable Water Pipeline Yucaipa Valley Water District	\$969 K Completed February 2013
Horse Ranch Creek Road Palomar Community College District	\$2.3 Million Completed August 2012
Eastern Wells 16" Water Pipeline City of San Juan Capistrano	\$1.7 Million Completed June 2011

APPENDIX A - OFFEROR'S INFORMATION

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

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

Business Legal Name: Pro-Craft Construction, Inc.		
Business Parent or Ownership: N/A		
Address: 31597 Outer Hwy. 10 South, Ste. B, Redlands, CA 92373		
Business Telephone No. 909-790-5222	Business Fax No. 909-797-2812	
Business Tax I.D. Number: 20-4110686	CSLB License Number: 467234	DIR Registration Number: 1000001106
Legal form of company: (partnership, corporation, joint venture) Corporation		
Length of time your business has been in business: 13+	Length of time at current location: 13+	
Number of employees and Number of Current Clients 100 Employees / 30 Clients		

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

Name: Timothy McFayden	Title: CEO/SEC
Telephone No.: 909-790-5222	E-mail: tim@procraftconstructioninc.com

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

Name: Timothy McFayden	Title: CEO/SEC
Telephone No.: 909-790-5222	E-mail: tim@procraftconstructioninc.com

Please indicate if you are subject to the Party and Participant disclosure requirements. Yes No
If yes, you are required to submit form/s (see Appendix F).

***For additional information please see page 15 "Campaign Contribution Disclosure".**



<u>Owners / Principles</u>	<u>No. of Employees</u>
Timothy McFayden, CEO/SEC	1
Susan McFayden, CFO	1
 <u>Position</u>	
Operations Manager	1
Human Resource Manager	1
Accounting Manager	1
Accounting Assistant	2
Payroll Assistant	1
Design Manager	1
Designers (Fab/Bim)	2
Estimating Manager	1
Estimators	3
Estimating Coordinator	1
Estimating Assistant	1
Project Managers	5
Project Engineers	1
Purchasing Manager	1
Purchasing Assistant	1
Warehouse/Yard	5
Superintendent	1
Foreman	18
Laborers/Pipelayers	9
Laborers Apprentice	2
Operators	6
Plumbers	13
Plumbing Apprentice	13
Union Workers	1
Pipe Tradesman	2
Total No. of Employees	95

APPENDIX B - REFERENCES

Describe fully at least three contracts performed by your business that demonstrate your ability to provide the services included with the scope of the specifications. Attach additional pages if needed. OCFA reserves the right to contact each of the references listed for additional information regarding their experience with your company.

Customer Agency Name	Inland Empire Job Corps. Center
Contact Individual & Title	Robert Groezinger, Project Manager
E-mail/Telephone number	robert.groezinger@jobcorps.org / 909-648-4950
Date of Project & Description of services provided including contract amount	2011 - 2016 Plumbing at various locations on campus \$58,462.70
Customer Agency Name	Rialto Unified School District
Contact Individual & Title	Doug Way, Project Manager
E-mail/Telephone number	Dway@rialto.k12.ca.us / 909-841-1398
Date of Project & Description of services provided including contract amount	2011 - 2016 Plumbing at Various Schools \$533,005.71
Customer Agency Name	Riverside Unified School District
Contact Individual & Title	Joe Baglio, Project Manager
E-mail/Telephone number	jbaglio@rusd.k12.ca.us
Date of Project & Description of services provided including contract amount	2011 - 2016 Plumbing at Various Schools \$27,917.00
Customer Agency Name	Ontario Montclair School District
Contact Individual & Title	Terry Lint, Project Manager
E-mail/Telephone number	909-957-6214 / terry.lint@omsd.net
Date of Project & Description of services provided including contract amount	2011 - 2016 Plumbing at Various Schools \$68,458.19
Customer Agency Name	Neff Construction
Contact Individual & Title	Ron Kuehl, Project Manager
E-mail/Telephone number	ronnie@neffcon.com / 909-947-3768
Date of Project & Description of services provided including contract amount	2011 - 2016 Plumbing and site utilities at Various Schools \$7,000,000.00+

APPENDIX C – PROPOSAL QUESTIONNAIRE

In addition to the written proposal that demonstrates the Respondent's understanding of the RFP, each Respondent shall also provide the following information. Social media links, brochures, advertisements, or the like will not be accepted as a direct response to the questionnaire. A qualifying proposal must address all items. Incomplete proposals may be rejected.

1. Provide information that demonstrates the competence of your business to provide the plumbing maintenance and repair services as documented in the RFP.
2. Fire Stations and Headquarters operate as residences and commercial buildings. Describe your experience in providing services to a combination residential and commercial setting.
3. Provide information regarding your service area and describe any travel charges based on station locations as provided in Attachment A.
4. Provide information on how services are scheduled. Include your on call response time following telephone notification and explain how service calls are received and handled. Also provide a description of any automated processes involved.
5. Provide information on how the quality of services are monitored. Include any checklists or other tracking methods to insure all services requested have been completed.
6. Please describe your warranty terms for repair, parts, and service.
7. Please provide information on the number of personnel available to provide requested services.
8. Please provide the basis for future year contract fee adjustments should OCFA elect to exercise the contract extensions.
9. State any exceptions to or deviations from the requirements of this RFP and the sample maintenance services agreement. For each exception and/or suggested change, the respondent must include:
 - a. The suggested change in the agreement and suggested rewording of the contractual obligations
 - b. Reasons for submitting the proposed exception or change

See attached responses



January 4, 2017

Orange County Fire Authority
Attn: Purchasing Section
1 Fire Authority Road, Bldg. C
Irvine, CA 92602

Re: RFP RO2172 – Plumbing Maintenance and Repair Services
Appendix C – Proposal Questionnaire Responses

1. Our company has provided repair services to public entities since 2003. We are capable of dispatching service anytime, 24/7. The owner, with 40+ years of experience oversees the entire service department.
2. Our company is completely familiar with fire stations and the rules and regulations that correspond to residential set up. Our experience includes fire training centers as well as completing multiple new fire stations from the ground up.
3. Our service area is approximately a 100-mile radius from Redlands, California. With over 100 employees and numerous jobs sites within the 100-mile radius we can dispatch the closest employee to the location requiring service in any emergency situation. Travel time is charged accordingly and required by state law. Service calls that can be scheduled the following day will be planned as “first thing in the morning.” This way no travel time will be charged. Travel time for mid-day service is from last job of the employee’s day to the new job location. Typical arrival time is less than one hour.
4. Basic service calls are normally scheduled for the “first thing in the morning” next day. To do so, place a call to our main office. A live representative will be happy to assist you. The service manager will be notified ASAP and will contact the location within the hour if further information is required. Any “after hours” service requests and/or emergencies will be received by our “on call” plumber. At no time is an automated phone systems utilized. We believe personal and live contact is key and the only way to build a professional working relationship.
5. Our service technicians fill out a daily report for all work completed. Including a facility check list to insure there are no other current plumbing issues. All



findings are communicated to the service manager for follow up action with the owner.

6. There is a standard one year parts and labor warranty from the date of service. Service performed for stoppages have a 90-day warranty.
7. Our company has over 100 employees at our disposal at any given time.
8. Rate adjustments will be based on prevailing wage increases and burden costs.
9. None

APPENDIX D - PRICING PAGE

Proposal Costs - The service charges information is relevant to a determination of whether the cost is fair and reasonable in light of the services to be provided. This section shall include the proposed costs to provide the services as described in your proposal. Any additional costs outside the scope of the agreement must be approved by the OCFA in writing before commencing services for said costs.

The following scenarios provide an example of some repairs that may be requested.

Please complete the tables below. Price includes any labor, supplies, and equipment needed to perform the services as specified. Include all markup and overhead. (Labor must be based on prevailing wage)

Plumbing Maintenance and Repair Services		
Item	Description	Total Cost
1	Replacement of standard height commercial elongated toilet. Labor rate \$ <u>84.24</u> /HR x Number of Hours <u>2</u> Materials cost \$ <u>140.54</u>	\$ 449.05
2	Garbage disposal replacement Labor rate \$ <u>84.24</u> /HR x Number of Hours <u>2</u> Materials cost \$ <u>119.29</u>	\$ 426.32
3	8" c.c. kitchen faucet replacement Labor rate \$ <u>84.24</u> /HR x Number of Hours <u>2</u> Materials cost \$ <u>116.79</u>	\$ 422.64
4	50-gallon gas water heater replacement Labor rate \$ <u>84.24</u> /HR x Number of Hours <u>4</u> Materials cost \$ <u>714.29</u>	\$ 1,361.65
5	100-gallon gas water heater replacement Labor rate \$ <u>84.24</u> /HR x Number of Hours <u>8</u> Materials cost \$ <u>2,693.00</u>	\$ 4,394.28
6	Replacement of 4" c.c. lav sink faucet Labor rate \$ <u>84.24</u> /HR x Number of Hours <u>2</u> Materials cost \$ <u>112.00</u>	\$ 418.64

Please fill in the additional pricing sections for additional consideration. Any request for services estimated at \$2,500 or greater may require informal bidding and a one-time purchase order will be issued with department approval prior to start of work.

Labor per hour - Prevailing Wages Standard Rate: Mon through Fri, 7:00 a.m. to 5:00 p.m.	
Classification: Plumber	\$ 84.24 /Hour
Classification: Apprentice 4th	\$ 61.07 /Hour
Classification: Laborers	\$ 66.88 /Hour
Labor per hour - Prevailing Wages Overtime Rate:	
Classification: Plumber	\$ 107.75 /Hour
Classification: Apprentice 4th	\$ 76.67 /Hour
Classification: Laborers	\$ 84.91 /Hour
Video Camera Recording Charge (with media)	\$ 50.00
Inspection and Calibration (only) of a water meter	\$ 250.00 to 500.00
Minimum Call Out/Trip charge (if applicable)	\$ None
Percentage discount off MSRP list price (materials)	50 %

"PIGGYBACK" CLAUSE. Offeror shall indicate below if he 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.

Term of Offer: It is understood and agreed that this offer may not be withdrawn for a period of **one hundred eighty days** (180) from the Proposal Submittal Deadline, and at no time in case of successful offeror.

No pricing adjustment will be allowed in the first year of the contract.

APPENDIX E - CERTIFICATION OF PROPOSAL

In responding to **RFP RO2172 – Plumbing Maintenance and Repair Services**, 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 has submitted the Party, Participant (Agent) Disclosure Form if applicable.**
- E. The offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
- F. The offeror complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion.

Independent Price Determination: I certify that this offer is made without prior understanding, arrangement, agreement, or connection with any corporation, business 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.

Pro-Craft Construction, Inc.

Name of Business

31597 Outer Hwy. 10 South, Ste. B

Address

Redlands

CA

92373

City

State

Zip

Signature of Person Authorized to Sign

Date

Timothy McFayden

1/4/2017
CEO/SEC

Printed Name

Title



CONFIDENTIAL - SECURITY INFORMATION

1. The purpose of this document is to provide information regarding the security of the information contained herein. This information is classified as CONFIDENTIAL - SECURITY INFORMATION.

2. The information contained herein is for the use of authorized personnel only. It is not to be distributed outside the organization.

3. The information contained herein is to be kept confidential and not to be disclosed to unauthorized personnel.

4. The information contained herein is to be kept confidential and not to be disclosed to unauthorized personnel.

5. The information contained herein is to be kept confidential and not to be disclosed to unauthorized personnel.

6. The information contained herein is to be kept confidential and not to be disclosed to unauthorized personnel.

7. The information contained herein is to be kept confidential and not to be disclosed to unauthorized personnel.

8. The information contained herein is to be kept confidential and not to be disclosed to unauthorized personnel.

9. The information contained herein is to be kept confidential and not to be disclosed to unauthorized personnel.

10. The information contained herein is to be kept confidential and not to be disclosed to unauthorized personnel.



APPENDIX G

CONTRACTOR'S LICENSING STATEMENT

The undersigned certifies that the Contractor is licensed in accordance with the laws of the State of California. The successful Contractor and subcontractors are required to hold the State of California Contractor's License(s) and DIR registration as required by SB854. Provide additional contractor's license details if applicable.

Contractor's License No. 467234 Class *C-36 Expiration 2/28/17

Department of Industrial Relations (DIR) # 1000001106

Name of Individual Contractor Timothy McFayden, CEO/SEC of Pro-Craft Construction, Inc.

Signature of Owner 

Business Address 31597 Outer Hwy. 10, South, Ste. B, Redlands, CA 92373

If the contractor operates under a partnership provide the name of the firm, name, title and address below.

Name of Firm N/A

Business Address

Name Title

Address

Name Title


Address

If the contractor operates under a corporation, provide the name and address below in addition to the signatures of the President and Secretary.

Name of Corporation Pro-Craft Construction, Inc.

Business Address 31597 Outer Hwy. 10 South, Ste. B, Redlands, CA 92373

Corporation organized under the laws of the State of California

 Signature of the Corporation President

Timothy McFayden Signature of the Corporation Secretary

Timothy McFayden

Date 1/4/2017





1/11/17



Public Works

Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year:

PWC Registration Number:

Contractor Legal Name: [Contractor License Lookup](#)

License Number:

County:

Export as: [Excel](#) | [PDF](#)

Search Results

One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
View	PRO-CRAFT CONSTRUCTION, INC.	1000001106	SAN BERNARDINO	REDLANDS	06/09/2016	06/30/2017

v2.20160101

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APPENDIX H

LIST OF SUBCONTRACTORS

Contractor acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the name and location of each subcontractor who will perform work or labor or render service to the contractor in or about the work in an amount in excess of one-half of one percent (0.5%) of contractor's total bid and the kind of work that each will perform. Furthermore, contractor acknowledges and agrees that under Public Contract Code section 4100, et seq., if contractor fails to list as to any portion of work, or if contractor lists more than one subcontractor to perform the same portion of work (i.e. contractor must indicate what portion of the work each subcontractor will perform), contractor must perform that portion itself or be subjected to penalty under applicable law.

If alternate bids are called for and contractor intends to use subcontractors different from or in addition to those subcontractors listed for work under the base bid, contractor must list subcontractors that will perform work in an amount in excess of one half of one percent (0.5%) of contractor's total bid, including alternates.

In case more than one subcontractor is named for the same kind of work, the Contractor is to state the portion of work that each subcontractor will perform. contractors or suppliers of materials only do not need to be listed. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

Listed below is the name of each subcontractor that will perform work, labor, or render services to the undersigned related to the work of this project. This is to include any subcontractor that will specially fabricate and install a portion of work according to detailed drawings contained in the plans and specifications in the amount greater than one half of one percent (.05%) of the contractors total bid.

Subcontractor Name _____	Location _____
Portion of Work/Trade _____	
Bid Amount _____	
Contractor's License Number _____	DIR Number _____
Subcontractor Name _____	
Location _____	
Portion of Work/Trade _____	
Bid Amount _____	
Contractor's License Number _____	DIR Number _____

APPENDIX I**CERTIFICATION OF NON-DISCRIMINATION BY CONTRACTORS**

Labor Code Section 1735 requires that no discrimination be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex of such persons, except as provided in Government Code Section 12940.

The business listed below certifies that it does not discriminate in its employment with regard to the factors set forth in Labor Code Section 1735; that it is in compliance with all federal, state and local directives and executive orders regarding non-discrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal employment opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all business employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

Business Name Pro-Craft Construction, Inc.

Signature _____

Printed Name/Title of Business Representative Timothy McFayden, CEO/SEC

Date 1/4/2017

Please include any additional information available regarding equal opportunity employment programs now in effect within your company.

N/A

UNITED STATES DEPARTMENT OF AGRICULTURE

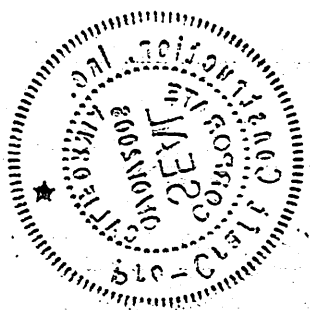
Report of the Director of the Bureau of Plant Industry
on the results of the investigation of the
epiphytic growth of the fern, *Adiantum* sp.,
on the leaves of the cotton plant, *Gossypium* sp.,
in the State of Texas.

The following report was prepared by the
Director of the Bureau of Plant Industry,
United States Department of Agriculture,
Washington, D. C., in response to a
request from the Texas Agricultural Experiment
Station, Lubbock, Texas, dated January 1, 1914.

The investigation was conducted by the
Director of the Bureau of Plant Industry,
United States Department of Agriculture,
Washington, D. C., in cooperation with
the Texas Agricultural Experiment Station,
Lubbock, Texas.

The investigation was conducted during the
months of January, February, and March,
1914, at the Texas Agricultural Experiment
Station, Lubbock, Texas.

The investigation was conducted by the
Director of the Bureau of Plant Industry,
United States Department of Agriculture,
Washington, D. C., in cooperation with
the Texas Agricultural Experiment Station,
Lubbock, Texas.



Adiantum sp.

1/1/14

APPENDIX J**DEBARMENT AND SUSPENSION CERTIFICATION****TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29**

The Contractor, under penalty of perjury, certifies that, except as noted below, he/~~she~~ or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

N/A

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

Business Name Pro-Craft Construction, Inc.

Signature 

Printed Name/Title of Business Representative Timothy McFayden, CEO/SEC

Date 1/4/2017





1/4/2017

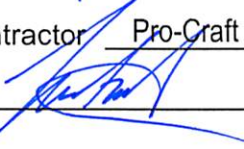
APPENDIX K**PREVAILING WAGE CERTIFICATION****RFP RO2172****Plumbing Maintenance and Repair Services**

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hour notice, payroll records, and apprentice and trainee employment requirements, for all Services on the above Project, including, without limitation, the State labor compliance monitoring and enforcement by the Compliance Monitoring Unit of the Department of Industrial Relations, if this Project is subject to a labor compliance.

Date

1/4/2017Legal Name of Contractor Pro-Craft Construction, Inc.

Signature

Print Name Timothy McFayden

Title

CEO/SEC

ADMINISTRATIVE INFORMATION

DATE

BY

1. The purpose of this document is to provide information regarding the project and to ensure that all parties involved are aware of the current status and any changes that may occur. This document is intended for use by all project team members and stakeholders.

1/11/11



APPENDIX L**WORKER'S COMPENSATION INSURANCE CERTIFICATION****RFP RO2172**

Plumbing Maintenance and Repair Services

Labor Code section 3700 in relevant part provides:

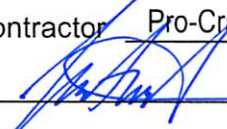
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations, a certificate of consent to self- insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Date 1/4/2017

Legal Name of Contractor Pro-Craft Construction, Inc.

Signature 

Print Name Timothy McFayden

Title CEO/SEC

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.)



17-00000

NOTICE OF THE BOARD OF DIRECTORS OF THE COMPANY

2007-01-11

Dear Mr. [Name],

Reference is made to the above.

It is noted that you have been appointed as a Director of the Company.

The Board of Directors of the Company has decided to appoint you as a Director of the Company for a term of three years, commencing from the date of the meeting of the Board of Directors on 11 January 2007.

The Board of Directors of the Company has also decided to appoint you as a Director of the Company for a term of three years, commencing from the date of the meeting of the Board of Directors on 11 January 2007.

Yours faithfully,

[Signature]

[Signature]

[Signature]

[Signature]



Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Pro-Craft Construction, Inc.

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

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

31597 Outer Hwy. 10 South, Ste. B

City, state, and ZIP code

Redlands, CA 92373

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number

20 : 4110686

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶ **1/4/2017**

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,