



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, June 22, 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 Harry Robinson

PLEDGE OF ALLEGIANCE by Director Ta

ROLL CALL

1. PRESENTATIONS

No items.

REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR**REPORT FROM FIRE CHIEF**

- USAR Contingency Fund Use (Anderson)

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.

2. MINUTES**A. Minutes from the May 25, 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

Budget and Finance Committee Recommendation: *APPROVE*

Submitted by: Tricia Jakubiak, Treasurer

Recommended Action:

Receive and file the reports.

B. Sole Source Renewal for Firefighting Helmets

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

Recommended Action:

Approve and authorize the Purchasing Manager to renew the sole source blanket order with AllStar Fire Equipment, Inc. for Phenix First Due firefighting helmets for an additional three years in an amount not to exceed \$70,000 annually.

C. Blanket Order Contract Extension for Occupational and WEFIT Medical Services

Submitted by: Brigitte Gibb, Human Resources Director

Recommended Action:

Approve and authorize the Purchasing Manager to extend Blanket Order No. 01525 with UC Irvine University Physicians & Surgeons, Center for Environmental Health from June 30, 2017, through December 31, 2017, in an amount not to exceed \$351,800 for occupational and WEFIT medical services.

D. Annual Renewal of Aviation Insurance

Submitted by: Brigitte Gibb, Human Resources Director

Recommended Action:

Approve and authorize the Fire Chief, or his designee, to bind the Aviation Insurance Program coverage with AIG for the policy period from June 30, 2017, to June 30, 2018, with a premium amount of \$129,592.

E. Fire Agencies Insurance Risk Authority General Liability Insurance Program

Submitted by: Brigitte Gibb, Human Resources Director

Recommended Action:

Approve and authorize the Fire Chief, or his designee, to renew the General Liability Insurance Program coverage with the Fire Agencies Insurance Risk Authority for the policy period July 1, 2017, to July 1, 2018, with a premium amount of \$829,627.

F. Annual Renewal of California State Association of Counties Excess Insurance Authority Workers' Compensation Excess Insurance

Submitted by: Brigitte Gibb, Human Resources Director

Recommended Action:

Approve and authorize the Fire Chief, or his designee, to bind workers' compensation excess insurance coverage with the California State Association of Counties Excess Insurance Authority for the policy period July 1, 2017, to July 1, 2018, with a premium of \$345,000.

G. Blanket Order Renewals for Emergency Medical Service Supplies

Submitted by: Brian Young, Assistant Chief/Operations Department

Recommended Action:

Approve and authorize the Purchasing Manager to execute the two remaining one-year renewals for the blanket orders with McKesson Medical, Life Assist, Inc. and Boundtree Medical, LLC for emergency medical services supplies, provided that the total aggregate amount does not exceed \$750,000 annually.

H. Sole Source Blanket Order for Automatic Medication Distribution Stations

Submitted by: Brian Young, Assistant Chief/Operations Department

Recommended Actions:

1. Approve and authorize the Purchasing Manager to extend the blanket order with CareFusion for the rental and maintenance of ten custom automatic pharmaceutical dispensing stations for a five-year period for an initial amount of \$47,039.
2. Approve and authorize the Purchasing Manager to sign the Addendum to the Rental and Support Agreement, which will allow for the OCFA to upgrade equipment during the term of the agreement at this newly reduced monthly rental rate.

I. Award of Contracts for Roofing Maintenance and Repair Services

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

Recommended Actions:

1. Approve and authorize the Purchasing Manager to sign the agreements and establish blanket orders with C.I. Services, Inc. (\$150,000) and Robinson Roofing, Inc. (\$50,000) for as-needed roofing maintenance/repair services in an aggregate amount not to exceed \$200,000 annually (\$600,000 during the three-year contract).
2. Approve and authorize the Purchasing Manager to redistribute or adjust the annual amount between the two contractors as requested by the department so long as the aggregate amount does not exceed \$200,000 annually.

J. Award of Contracts for Electrical Maintenance and Repair Services

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

Recommended Actions:

1. Approve and authorize the Purchasing Manager to sign the agreements with M. Brey Electric (\$115,000), Williams & Maher (\$105,000), and Inter-Pacific (\$95,000) for as-needed electrical maintenance and repair services at an aggregate amount not to exceed \$315,000 annually (\$945,000 during the three-year agreement).
2. Approve and 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 \$315,000 annually.

K. Sole Source Blanket Order Renewals for Communications Equipment Maintenance, Paging, and Radio Systems

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

Recommended Action:

Approve and authorize the Purchasing Manager to renew sole source blanket orders with the Orange County Sheriff's Department for the 800MHz radio system, 900MHz paging system, and communication equipment repairs for up to three years in the proposed amounts.

END OF CONSENT CALENDAR

4. DISCUSSION CALENDAR

A. Amendment No. 7 to Agreement to Provide Aircraft Rescue Fire Fighting Services at John Wayne Airport

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

Budget and Finance Committee Recommendation: *APPROVE*

Recommended Action:

Approve and authorize the Fire Chief to execute Amendment No. 7 to the Agreement for Aircraft Rescue Fire Fighting Services at John Wayne Airport, extending the term for five years from December 1, 2017, through November 30, 2022, and increasing the not to exceed contract value by an additional \$26,489,760 over the five additional years.

B. June 2017 Legislation Report

Presented by: Brian Young, Assistant Chief/Operations Department

Recommended Actions:

1. Receive the update on SB 302 (Mendoza).
2. Adopt a position on AB 1530 (Gonzalez Fletcher) of "Support."

COMMITTEE MEMBER COMMENTS

CLOSED SESSION

No items.

ADJOURNMENT – The next regular meeting of the Executive Committee is scheduled for Thursday, July 27, 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 15th day of June 2017.

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

UPCOMING MEETINGS:

Human Resources Committee Meeting	Wednesday, July 11, 2017, 12 noon*
Budget and Finance Committee Meeting	Wednesday, July 12, 2017, 12 noon
Claims Settlement Committee Meeting	Thursday, July 27, 2017, 5:00 p.m.
Executive Committee Meeting	Thursday, July 27, 2017, 5:30 p.m.
Board of Directors Meeting	Thursday, July 27, 2017, 6:00 p.m.

*Regular Meeting Date Changed due to holiday

MINUTES ORANGE COUNTY FIRE AUTHORITY

**Executive Committee Regular Meeting
Thursday, May 25, 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 meeting of the Orange County Fire Authority Executive Committee to order at 5:32 p.m. on May 25, 2017.

INVOCATION

Chaplain Duncan McColl offered the invocation.

PLEDGE OF ALLEGIANCE

Vice Chair Sachs led the assembly in the Pledge of Allegiance to our Flag.

ROLL CALL

Present: Lisa Bartlett, County of Orange (Alternate)
Carol Gamble, Rancho Santa Margarita
Gene Hernandez, Yorba Linda
Joe Muller, Dana Point
Ed Sachs, Mission Viejo
Dave Shawver, Stanton
Elizabeth Swift, Buena Park
Tri Ta, Westminster

Absent: Noel Hatch, Laguna Woods
Todd Spitzer, County of Orange

Also Present were:

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

1. PRESENTATIONS

No items.

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

Budget and Finance Committee Chair Ed Sachs reported at the May 10, 2017, meeting, the Committee voted unanimously to receive and file the Communication with Auditors for Fiscal Year 2016/17 Financial Audit and the Rosenow Spevacek Group, Inc. Final Property Tax Revenue Projections; send the Monthly Investment Report and the Third Quarter Financial Newsletter to the Executive Committee for its approval; and send the Updated Cost Reimbursement Rates, Orange County Drowning Prevention Task Force, and the Review of the Proposed Fiscal Year 2017/18 Budget to the Board of Directors for approval of the recommended actions.

REPORT FROM THE FIRE CHIEF (12.02A7)

Fire Chief Jeff Bowman introduced Assistant Chief Dave Anderson who presented an update on the use of the Urban Search and Rescue Contingency Fund.

PUBLIC COMMENTS (F: 12.02A3)

Stephen Wontrobski, Mission Viejo resident, questioned the proprietary rights of the working papers of Lance Soll Lunghard, LLP.

CLOSED SESSION

No items.

2. MINUTES

A. Minutes from the April 27, 2017, Regular Executive Committee Meeting (F: 12.02A2)

On motion of Director Ta and second by Vice Chair Sachs, the Executive Committee voted by those present to approve the April 27, 2017, Regular Executive Committee Minutes as submitted. Director Shawver was recorded as an abstention due to his absence from the meeting.

3. CONSENT CALENDAR (Agenda Item Nos. 3B and 3C were pulled for separate consideration).

A. Monthly Investment Reports (F: 11.10D2)

On motion of Director Hernandez and second by Director Shawver, the Executive Committee voted by those present to receive and file the reports.

B. Third Quarter Financial Newsletter (F: 15.07)

Stephen Wontrobski, Mission Viejo resident, pulled this item to address overtime expenditures.

Director Bartlett arrived at this point (5:48 p.m.).

On motion of Director Ta and second by Director Muller, the Executive Committee voted unanimously by those present to receive and file the report.

C. Blanket Order Contract Extension for Occupational and WEFIT Medical Services (F: 17.17A)

This item was pulled by staff to defer it to a future Executive Committee meeting.

END OF CONSENT CALENDAR

4. DISCUSSION CALENDAR

A. Sole Source Purchase of a Water Recycling Unit for Training (F: 19.07B16)

Assistant Chief Brian Young presented an overview and significant positive impacts regarding the proposed water recycling unit purchase.

On motion of Director Shawver and second by Director Ta, the Executive Committee voted unanimously by those present to authorize the Purchasing Manager to issue a sole source purchase order to Liqui-Pod for the purchase of a Pump-Pod Mobile Direct Recycling Apparatus Firefighting Training & Sustainability Unit in an amount not to exceed \$74,579.16 including shipping and sales tax.

COMMITTEE MEMBER COMMENTS

The Committee Members offered no comments.

ADJOURNMENT – Chair Swift adjourned the meeting at 5:53 p.m. The next regular meeting of the Executive Committee is scheduled for Thursday, June 22, 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
June 22, 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

Budget and Finance Committee Recommendation: *APPROVE*

At its regular June 14, 2017, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

RECOMMENDED ACTION(S)

Receive and file the reports.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Not Applicable.

Background

Attached is the final monthly investment report for the month ended April 30, 2017. A preliminary investment report as of May 26, 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 – April 2017/Preliminary Report – May 2017

Orange County Fire Authority Monthly Investment Report



Final Report – April 2017

Preliminary Report – May 2017



Monthly Investment Report Table of Contents

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Orange County Fire Authority

Final Investment Report

April 30, 2017



EXECUTIVE SUMMARY

Portfolio Activity & Earnings

During the month of April 2017, the size of the portfolio increased significantly by \$47.9 million to \$201.3 million. Significant receipts for the month included the sixth apportionment of secured property taxes in the amount of \$73.3 million and various contract and grant payments and charges for current services totaling \$6.8 million. Significant disbursements for the month included two biweekly payrolls which were approximately \$10.6 million each with related benefits and a payment of \$9.8 million to OCERS for additional UAAL (Unfunded Actuarial Accrued Liability) pay-down as approved by the Board at its March 2017 meeting. Total April cash outflows for operating expenditures and the UAAL payment amounted to approximately \$33.8 million. The portfolio's balance is expected to decrease in the following month as there are no major receipts scheduled for May.

In April, the portfolio's yield to maturity (365-day equivalent) jumped by 18 basis points to 0.96% while the effective rate of return rose by 13 basis points to 0.91% for the month and edged up by 3 basis points to 0.68 or the fiscal year-to-date. The average maturity of the portfolio lengthened by 9 days to 144 days to maturity.

Economic News

The U.S. economy continued to grow modestly in April 2017, but overall activity remained mixed. On the upside, employment conditions rebounded in April after a weak March employment report. There were 211,000 new jobs created in April, a stronger number than expected for the month, and the unemployment rate fell further from 4.5% to 4.4%. Consumer confidence was mixed, though remained at a high level. Retail sales increased, but at a slower pace than expected. Manufacturing activity rose while the non-manufacturing pulled back slightly. The CPI (Consumer Price Index) increased by 0.2%, matching expectations. Both new and existing home sales declined more than expected in April. Industrial production came in better than expected. Durable goods orders also grew, but at a weaker pace than expected. On May 3, 2017, the Federal Open Market Committee met and voted to keep the federal funds rate unchanged at the target range of 0.75% to 1.0%. However, current expectations call for a possible rate increase at the Fed's upcoming meeting in June.



BENCHMARK COMPARISON AS OF APRIL 30, 2017

3 Month T-Bill: 0.81%

1 Year T-Bill: 1.04%

6 Month T-Bill: 0.95%

LAIF: 0.88%

OCFA Portfolio: 0.91%

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>	\$201,330,433	\$153,422,308	\$228,589,030
<i>Yield to Maturity (365 day)</i>	0.96%	0.78%	0.56%
<i>Effective Rate of Return</i>	0.91%	0.78%	0.60%
<i>Days to Maturity</i>	144	135	186



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
April 30, 2017

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

(See Note 1 on page 9)

(See Note 2 on page 9)

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM/C 360 Equiv.	YTM/C 365 Equiv.
Money Mkt Mutual Funds/Cash	6,464,965.55	6,464,965.55	6,464,965.55	3.22	1	1	0.001	0.001
Federal Agency Coupon Securities	45,000,000.00	44,914,010.00	44,995,448.58	22.41	997	446	1.454	1.475
Federal Agency Disc. -Amortizing	76,000,000.00	75,828,560.00	75,832,934.86	37.76	129	93	0.796	0.807
Treasury Coupon Securities	9,000,000.00	8,992,980.00	8,998,001.65	4.48	209	198	0.904	0.916
Local Agency Investment Funds	64,524,562.87	64,471,391.47	64,524,562.87	32.13	1	1	0.872	0.884
Investments	200,989,528.42	200,671,907.02	200,815,913.51	100.00%	282	144	0.947	0.960
Cash and Accrued Interest								
Passbook/Checking (not included in yield calculations)	352,985.47	352,985.47	352,985.47		1	1	0.000	0.000
Accrued Interest at Purchase		55,951.46	55,951.46					
Subtotal		408,936.93	408,936.93					
Total Cash and Investments	201,342,513.89	201,080,843.95	201,224,850.44		282	144	0.947	0.960

Total Earnings	April 30 Month Ending	Fiscal Year To Date
Current Year	125,597.51	881,493.83
Average Daily Balance	167,065,201.50	156,582,401.03
Effective Rate of Return	0.91%	0.68%

"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)

\$ 201,224,850.44

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

\$ 105,582.35

Total

\$ 201,330,432.79

ORANGE COUNTY FIRE AUTHORITY

Portfolio Management Portfolio Details - Investments

April 30, 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			6,464,965.55	6,464,965.55	6,464,965.55	0.001	0.001	1	
Subtotal and Average			6,995,956.08		6,464,965.55	6,464,965.55	6,464,965.55		0.001	1	
Federal Agency Coupon Securities											
3133EFJP3	869	Federal Farm Credit Bank	Callable Anytime	10/15/2015	10,000,000.00	9,967,100.00	10,000,000.00	1.100	1.054	532	10/15/2018
3133EGPD1	921	Federal Farm Credit Bank	Callable 8-1-17	04/20/2017	7,000,000.00	6,943,860.00	6,972,741.58	1.180	2.743	92	08/01/2019
3134G7FK2	863	Fed Home Loan Mtg Corp		06/30/2015	9,000,000.00	8,988,300.00	9,000,000.00	1.100	1.065	326	03/23/2018
3134GBHT2	922	Fed Home Loan Mtg Corp	Callable 10-25-17	04/25/2017	9,000,000.00	9,011,250.00	9,022,707.00	1.625	1.100	177	10/25/2019
3136G3PX7	908	Fed Natl Mtg Assoc	Callable 6-13-17	12/21/2016	10,000,000.00	10,003,500.00	10,000,000.00	1.750	1.718	956	12/13/2019
Subtotal and Average					45,000,000.00	44,914,010.00	44,995,448.58		1.475	446	
Federal Agency Disc. -Amortizing											
313397LL3	917	Freddie Mac		04/20/2017	9,000,000.00	8,970,750.00	8,971,725.00	0.870	0.897	130	09/08/2017
313397MA6	918	Freddie Mac		04/20/2017	9,000,000.00	8,967,600.00	8,967,960.00	0.890	0.918	144	09/22/2017
313397NE7	919	Freddie Mac		04/20/2017	9,000,000.00	8,960,850.00	8,960,655.00	0.915	0.945	172	10/20/2017
313385FU5	910	Fed Home Loan Bank		01/19/2017	9,000,000.00	8,996,670.00	8,997,615.00	0.530	0.546	18	05/19/2017
313385FD3	911	Fed Home Loan Bank		02/15/2017	5,000,000.00	4,999,700.00	4,999,777.08	0.535	0.551	3	05/04/2017
313397GY1	912	Fed Home Loan Bank		03/09/2017	7,000,000.00	6,992,930.00	6,993,381.11	0.740	0.762	46	06/16/2017
313385HN9	913	Fed Home Loan Bank		03/09/2017	7,000,000.00	6,990,760.00	6,990,666.67	0.800	0.824	60	06/30/2017
313385JS6	914	Fed Home Loan Bank		04/03/2017	9,000,000.00	8,981,550.00	8,982,400.00	0.800	0.825	88	07/28/2017
313385KG0	915	Fed Home Loan Bank		04/20/2017	3,000,000.00	2,992,680.00	2,993,115.00	0.810	0.835	102	08/11/2017
313385KW5	916	Fed Home Loan Bank		04/20/2017	9,000,000.00	8,975,070.00	8,975,640.00	0.840	0.866	116	08/25/2017
Subtotal and Average					76,000,000.00	75,828,560.00	75,832,934.86		0.807	93	
Treasury Coupon Securities											
912828G20	920	Treasury Note		04/20/2017	9,000,000.00	8,992,980.00	8,998,001.65	0.875	0.916	198	11/15/2017
Subtotal and Average					9,000,000.00	8,992,980.00	8,998,001.65		0.916	198	
Treasury Discounts -Amortizing											
Subtotal and Average											
Subtotal and Average			6,332,462.50								
Local Agency Investment Funds											
SYS336	336	Local Agency Investmt Fund			64,524,562.87	64,471,391.47	64,524,562.87	0.884	0.884	1	
Subtotal and Average			64,471,466.57		64,524,562.87	64,471,391.47	64,524,562.87		0.884	1	

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
April 30, 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
		Total and Average	167,065,201.50		200,989,528.42	200,671,907.02	200,815,913.51		0.960	144

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
April 30, 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	332,985.47	332,985.47	332,985.47		0.000	1
Average Balance			0.00	Accrued Interest at Purchase		55,951.46	55,951.46			1
				Subtotal		408,936.93	408,936.93			
Total Cash and Investments			167,065,201.50		201,342,513.89	201,080,843.95	201,224,850.44		0.960	144



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

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

					Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval: 0 days	(05/01/2017 - 05/01/2017)	4 Maturities	0 Payments		71,342,513.89	35.46%	71,342,513.89	71,289,342.49
Aging Interval: 1 - 30 days	(05/02/2017 - 05/31/2017)	2 Maturities	0 Payments		14,000,000.00	6.96%	13,997,392.08	13,996,370.00
Aging Interval: 31 - 60 days	(06/01/2017 - 06/30/2017)	2 Maturities	0 Payments		14,000,000.00	6.95%	13,984,047.78	13,983,690.00
Aging Interval: 61 - 91 days	(07/01/2017 - 07/31/2017)	1 Maturities	0 Payments		9,000,000.00	4.47%	8,982,400.00	8,981,550.00
Aging Interval: 92 - 121 days	(08/01/2017 - 08/30/2017)	2 Maturities	0 Payments		12,000,000.00	5.95%	11,968,755.00	11,967,750.00
Aging Interval: 122 - 152 days	(08/31/2017 - 09/30/2017)	2 Maturities	0 Payments		18,000,000.00	8.92%	17,939,685.00	17,938,350.00
Aging Interval: 153 - 183 days	(10/01/2017 - 10/31/2017)	1 Maturities	0 Payments		9,000,000.00	4.45%	8,960,655.00	8,960,850.00
Aging Interval: 184 - 274 days	(11/01/2017 - 01/30/2018)	1 Maturities	0 Payments		9,000,000.00	4.47%	8,998,001.65	8,992,980.00
Aging Interval: 275 - 365 days	(01/31/2018 - 05/01/2018)	1 Maturities	0 Payments		9,000,000.00	4.47%	9,000,000.00	8,988,300.00
Aging Interval: 366 - 1095 days	(05/02/2018 - 04/30/2020)	4 Maturities	0 Payments		36,000,000.00	17.89%	35,995,448.58	35,925,710.00
Aging Interval: 1096 days and after	(05/01/2020 -)	0 Maturities	0 Payments		0.00	0.00%	0.00	0.00
Total for		20 Investments	0 Payments			100.00	201,168,898.98	201,024,892.49



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 April 30, 2017, OCFA has \$64,524,563 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 March 31, 2017 is 0.999175951. When applied to OCFA's LAIF investment, the fair value is \$64,471,391 or (\$53,172) 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 April 30, 2017 is included on the following page.



Fair Value Including Accrued Interest	\$ 75,921,969,077.14
---------------------------------------	----------------------

Page 11



JOHN CHIANG
TREASURER
STATE OF CALIFORNIA

May 25, 2017

RE: LAIF Deposits Are Not Borrowable

As the Treasurer of the State of California, it is my duty as California's chief fiscal officer to do all that I can to protect and preserve the financial integrity of this state. I recently partnered with Governor Brown and the Department of Finance on a Pension Stabilization proposal in the Governor's Budget that I believe presents a unique opportunity to reduce the state's pension obligations in a fiscally responsible way.

As the State Treasurer, I am also the steward of State and Local Government money. As such, I want to assure the Local Agency Investment Fund (LAIF) participants that their money invested with LAIF will not be impacted by this recent proposal. While LAIF funds are commingled in the Pooled Money Investment Account (PMIA), the LAIF funds are segregated from the other state funds including the Surplus Money Investment Fund (SMIF). I also want to emphasize that LAIF funds are not borrowable. Those funds were yours before they were deposited in LAIF, they remain yours while on deposit, and they will be returned directly to you upon demand.

I or my staff will be available to answer any questions concerning this recent Pension Stabilization proposal or any other issues you may have regarding the safety of your LAIF funds. If you have a question or concern, please contact the professionals in my Investment Division and LAIF.

Sincerely,



JOHN CHIANG
California State Treasurer



Orange County Fire Authority

Preliminary Investment Report

May 26, 2017



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
May 26, 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	9,581,706.70	9,581,706.70	9,581,706.70	5.04	1	1	0.001	0.001	
Federal Agency Coupon Securities	45,000,000.00	44,909,380.00	44,999,930.24	23.69	997	420	1.455	1.475	
Federal Agency Disc. -Amortizing	62,000,000.00	61,865,430.00	61,873,130.83	32.57	134	85	0.854	0.866	
Treasury Coupon Securities	9,000,000.00	8,990,550.00	8,998,264.06	4.74	209	172	0.904	0.916	
Local Agency Investment Funds	64,524,562.87	64,471,391.47	64,524,562.87	33.96	1	1	0.872	0.884	
	190,106,269.57	189,818,458.17	189,977,594.70	100.00%	290	136	0.962	0.975	
Investments									
Cash and Accrued Interest	(See Note 4 on page 18)								
Passbook/Checking (not included in yield calculations)	-188,607.97	-188,607.97	-188,607.97		0	0	0.000	0.000	
Accrued Interest at Purchase		22,015.00	22,015.00						
Subtotal		-166,592.97	-166,592.97						
Total Cash and Investments	189,917,661.60	189,651,865.20	189,811,001.73		290	136	0.962	0.975	

Total Earnings	May 26 Month Ending	Fiscal Year To Date
Current Year	135,448.89	1,016,942.72
Average Daily Balance	192,422,844.91	159,403,733.74
Effective Rate of Return	0.99%	0.71%

"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)

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

Total

\$ 189,811,001.73

\$ 105,582.35

\$ 189,916,584.08

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
May 26, 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											
(See Note 4 on page 18)											
SYS528	528	Federated Treasury Obligations			9,581,706.70	9,581,706.70	9,581,706.70	0.001	0.001	1	
Subtotal and Average			5,240,404.87		9,581,706.70	9,581,706.70	9,581,706.70		0.001	1	
Federal Agency Coupon Securities											
3133EFJP3	869	Federal Farm Credit Bank	Callable Anytime	10/15/2015	10,000,000.00	9,963,600.00	10,000,000.00	1.100	1.054	506	10/15/2018
3133EGPD1	921	Federal Farm Credit Bank	Callable 8-1-17	04/20/2017	7,000,000.00	6,949,180.00	6,980,616.24	1.180	2.743	66	08/01/2019
3134G7FK2	863	Fed Home Loan Mtg Corp		06/30/2015	9,000,000.00	8,985,150.00	9,000,000.00	1.100	1.065	300	03/23/2018
3134GBHT2	922	Fed Home Loan Mtg Corp	Callable 10-25-17	04/25/2017	9,000,000.00	9,010,350.00	9,019,314.00	1.625	1.100	151	10/25/2019
3136G3PX7	908	Fed Natl Mortg Assoc	Callable 6-13-17	12/21/2016	10,000,000.00	10,001,100.00	10,000,000.00	1.750	1.718	930	12/13/2019
Subtotal and Average					44,997,775.60	45,000,000.00	44,999,930.24		1.475	420	
Federal Agency Disc. -Amortizing											
313397LL3	917	Freddie Mac		04/20/2017	9,000,000.00	8,975,520.00	8,977,380.00	0.870	0.897	104	09/08/2017
313397MA6	918	Freddie Mac		04/20/2017	9,000,000.00	8,972,100.00	8,973,745.00	0.890	0.918	118	09/22/2017
313397NE7	919	Freddie Mac		04/20/2017	9,000,000.00	8,964,630.00	8,966,602.50	0.915	0.945	146	10/20/2017
313397GY1	912	Fed Home Loan Bank		03/09/2017	7,000,000.00	6,997,340.00	6,997,122.22	0.740	0.762	20	06/16/2017
313385HN9	913	Fed Home Loan Bank		03/09/2017	7,000,000.00	6,995,170.00	6,994,711.11	0.800	0.824	34	06/30/2017
313385JS6	914	Fed Home Loan Bank		04/03/2017	9,000,000.00	8,986,590.00	8,987,600.00	0.800	0.825	62	07/28/2017
313385KG0	915	Fed Home Loan Bank		04/20/2017	3,000,000.00	2,994,330.00	2,994,870.00	0.810	0.835	76	08/11/2017
313385KW5	916	Fed Home Loan Bank		04/20/2017	9,000,000.00	8,979,750.00	8,981,100.00	0.840	0.866	90	08/25/2017
Subtotal and Average					68,661,963.67	62,000,000.00	61,865,430.00		0.866	85	
Treasury Coupon Securities											
912828G20	920	Treasury Note		04/20/2017	9,000,000.00	8,990,550.00	8,998,264.06	0.875	0.916	172	11/15/2017
Subtotal and Average					8,998,137.90	9,000,000.00	8,998,264.06		0.916	172	
Local Agency Investment Funds											
SYS336	336	Local Agency Investmt Fund			64,524,562.87	64,471,391.47	64,524,562.87	0.884	0.884	1	
Subtotal and Average					64,524,562.87	64,471,391.47	64,524,562.87		0.884	1	
Total and Average					192,422,844.91	190,106,269.57	189,977,694.70		0.975	136	

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
May 26, 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	-208,607.97	-208,607.97	-208,607.97	(See Note 4 on page 18)	0.000	1
Average Balance			0.00	Accrued Interest at Purchase		22,015.00	22,015.00			
				Subtotal		-166,592.97	-166,592.97			0
Total Cash and Investments			192,422,844.91			189,917,661.60	189,651,865.20	189,811,001.73	0.975	136



ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of May 27, 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	(05/27/2017 - 05/27/2017)	4 Maturities	0 Payments	73,917,661.60	38.95%	73,917,661.60	73,864,490.20
Aging Interval: 1 - 30 days	(05/28/2017 - 06/26/2017)	1 Maturities	0 Payments	7,000,000.00	3.69%	6,997,122.22	6,997,340.00
Aging Interval: 31 - 60 days	(06/27/2017 - 07/26/2017)	1 Maturities	0 Payments	7,000,000.00	3.69%	6,994,711.11	6,995,170.00
Aging Interval: 61 - 91 days	(07/27/2017 - 08/26/2017)	3 Maturities	0 Payments	21,000,000.00	11.05%	20,963,570.00	20,960,670.00
Aging Interval: 92 - 121 days	(08/27/2017 - 09/25/2017)	2 Maturities	0 Payments	18,000,000.00	9.46%	17,951,125.00	17,947,620.00
Aging Interval: 122 - 152 days	(09/26/2017 - 10/26/2017)	1 Maturities	0 Payments	9,000,000.00	4.72%	8,966,602.50	8,964,630.00
Aging Interval: 153 - 183 days	(10/27/2017 - 11/26/2017)	1 Maturities	0 Payments	9,000,000.00	4.74%	8,998,264.06	8,990,550.00
Aging Interval: 184 - 274 days	(11/27/2017 - 02/25/2018)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 275 - 365 days	(02/26/2018 - 05/27/2018)	1 Maturities	0 Payments	9,000,000.00	4.74%	9,000,000.00	8,985,150.00
Aging Interval: 366 - 1095 days	(05/28/2018 - 05/26/2020)	4 Maturities	0 Payments	36,000,000.00	18.97%	35,999,930.24	35,924,230.00
Aging Interval: 1096 days and after	(05/27/2020 -)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for		18 Investments	0 Payments		100.00	189,788,986.73	189,629,850.20



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.
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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
June 22, 2017

Agenda Item No. 3B
Consent Calendar

Sole Source Renewal for Firefighting Helmets

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 renew the previously approved sole source blanket order with AllStar Fire Equipment, Inc. (AllStar) for the purchase of structural firefighting helmets on an as-needed basis.

Prior Board/Committee Action

On June 26, 2014, the Executive Committee approved a sole source blanket order for fire helmets for three years in an amount not to exceed \$70,000 annually.

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to renew the sole source blanket order with AllStar Fire Equipment, Inc. for Phenix First Due firefighting helmets for an additional three years in an amount not to exceed \$70,000 annually.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding is available in the approved FY 2017/2018 budget.

Background

Sole Source Justification

AllStar is the sole provider of the Phenix First Due firefighting helmet, as verified in a letter from the manufacturer. The Phenix First Due helmet is OCFA's current standard helmet for structural firefighting.

Phenix First Due Helmet

In 1978, the Orange County Fire Department adopted the Phenix First Due helmet as its standard structural firefighting helmet, due to its ergonomic and impact-resistant design. The helmet configuration that OCFA purchases is Cal-OSHA compliant and allows the OCFA to meet all of the National Fire Protection Association requirements. Several other fire agencies in California utilize the Phenix First Due helmet, including Los Angeles County, Los Angeles City, and CAL FIRE.

The Phenix First Due helmet has proven to be an excellent value to the OCFA, as it is incredibly durable, even in high use situations such as the Fire Academy. Additionally, because OCFA is able to purchase replacement parts, staff can repair helmets with minor damage rather than having to send them out for repair or replacement. In researching comparable structural firefighting helmets from other manufacturers, it was found that pricing for those helmets ranged from \$235 to \$270 each; significantly higher than OCFA's price for the Phenix helmets, which are \$212.10 each.

Conclusion

Staff is requesting authorization to renew the sole source with AllStar for three additional years in an amount not to exceed \$70,000 annually. The annual amount requested is based in part on OCFA's recent volume/needs, and also based in part on the number of projected new recruits anticipated with future academies during the next three years.

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, 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: Business Services/Service Center	Requested By: Russ Snider	Date: 6/6/17
Recommended Vendor: AllStar Fire Equipment, Inc.	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 checked="" type="checkbox"/> Multi-Year <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Increase	Contract Term (Dates): 7/1/17 - 6/30/18	Contract Amount: \$70,000
<i>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).</i>		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.**

The Phenix First Due fire helmet is used by suppression personnel during structural firefighting activities. Orange County Fire Department adopted this helmet as its standard in 1978 due to the helmet's ergonomic and impact-resistant design.

The First Due helmet is currently in use by LA County, LA City, CALFire, and several other fire agencies.

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.**

Per the attached Sole Source Letter from the manufacturer, Phenix Technologies, AllStar Fire Equipment, Inc. is the only distributor authorized to sell these fire helmets in California.

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.

The price for the helmets will be fixed at \$212.10 each for a period of one year. Additionally, AllStar provides contract pricing for helmet replacement parts, as well as a 5% to 10% discount off the manufacturer's list price so that helmets with minor damage can be repaired in-house, rather than sent out for repair or replacement.

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.)

For the duration that OCFA remains standardized on the Phenix First Due helmet, additional helmets and helmet replacement parts will need to be purchased.

Sole Source Request Submitted by:

REQUESTORS NAME	SIGNATURE	DATE
Russ Snider	<i>R. Snider</i>	6/7/17
DIVISION CHIEF/SECTION MANAGER NAME	SIGNATURE	DATE
Debbie Casper	<i>Debbie Casper</i>	6/7/17
ASSISTANT CHIEF NAME	SIGNATURE	DATE
Lori Zeller	<i>Lori Zeller</i>	6/7/17

Purchasing Manager's Comments:

PURCHASING MANAGER'S APPROVAL	DATE
<i>Debbie Casper</i>	6/7/17
ASSISTANT CHIEF BUSINESS SERVICES CONCURRENCE	DATE
<i>Lori Zeller</i>	6/7/17

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

Executive Committee Approved: ☐ Yes ☐ No Date approved _____



Phenix Technology
12391 Sampson St. #H
Riverside, Ca 92503
951-272-4938

951-279-8399 FAX

www.phenixfirehelmets.com

May 2017

To Whom It May Concern,

This letter is to verify that All Star Fire Equipment of Arcadia and Hayward California is our sole sales source for the state of California. We have entered into an agreement with All Star Fire Equipment to be our authorized dealer, representing the Phenix Technology product line in CA. In compliance with our dealer network agreements, no other dealer outside of CA has permission to sell to CA fire departments who are seeking helmets from the Phenix lines.

Please contact All Star Fire Equipment at 626-652-0900 for a competitive quote on the Phenix First Due line of firefighting helmets and firefighting accessories.

We appreciate your interest in our fine products and are confident you will receive great service and supply from our California dealer.

Please feel free to contact us in the above matter if needed.

Sincerely,

Nicole Clesceri

Nicole Clesceri,
Chief Finance Officer



5-24-17

Orange County Fire Authority
Purchasing Department
Attn: Sara Chavez
1 Fire Authority Road
Irvine, California 92602

Fax: 1-714-368-8845

Ref: Contract #B01241-7 Fire Helmets and Parts

Dear Ms. Chavez:

Thank you for the opportunity to extend your Phenix First Due helmet contract. Pricing below will go into effect on July 1, 2017 and remain valid until June 30, 2018
Attached is the Phenix Technologies sole source letter.

New Contract Prices are:

Phenix 1500-CA-2007R Helmet	\$212.10
PHE103 Ratchet Suspension	\$72.35
PHE107 Nomex Earflaps	\$28.50
PHE200U Nomex Chinstrap with Postmans Slide	\$27.00
PHE110 Impact Cap	\$6.90
PHE505 Reflective Strips Lime Yellow	\$1.55
PHE305 ESS Snap on Snap off Goggle Kit	\$7.30
PHE500 Magnet Panel Set – Inner and Outer (4 Pcs)	\$10.00
Miscellaneous related items: 5-10% from list	

Please let me know if you have any questions.

Regards,

A handwritten signature in black ink, appearing to read "John Sprengelmeyer", is written over the word "Regards".

John Sprengelmeyer
Inside Sales



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
June 22, 2017

Agenda Item No. 3C
Consent Calendar

**Blanket Order Contract Extension for
Occupational and WEFIT Medical Services**

Contact(s) for Further Information

Brigette Gibb, Human Resources Director brigettegibb@ocfa.org 714.573.6353
Human Resources

Jonathan Wilby, Risk Manager jonathanwilby@ocfa.org 714.573.6832

Summary

This agenda item is submitted for approval to extend the current blanket order for occupational and WEFIT medical services with UC Irvine University Physicians & Surgeons, Center for Environmental Health (UCI) through December 31, 2017. The extension will provide sufficient time to complete the ongoing competitive procurement process for these services.

Prior Board/Committee Action

At the June 26, 2014 Executive Committee meeting, the Committee approved awarding a one-year contract (with two additional one-year options) to UCI in an amount not to exceed \$600,000 annually.

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to extend Blanket Order No. 01525 with UC Irvine University Physicians & Surgeons, Center for Environmental Health from June 30, 2017, through December 31, 2017, in an amount not to exceed \$351,800 for occupational and WEFIT medical services.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding is included in the approved FY 2017/18 budget.

Background

In June 2014, the Executive Committee approved a one-year contract (with two additional one-year renewal options) with UCI, the number one ranked firm in a competitive Request for Proposal (RFP) process, to provide occupational and WEFIT medical services. Human Resources utilizes UCI for occupational medical services such as pre-employment, return to work, and fitness for duty medical examinations. In addition, UCI is utilized for WEFIT medical services that include voluntary fitness examinations for safety personnel, vaccinations, and post deployment Urban Search and Rescue personnel examinations.

When the RFP for these services was issued in 2014, it was thought that bundling the occupational and WEFIT medical services would result in economies of scale and be most cost effective for the OCFA. Unfortunately, due to the complexity of the services requested, only two firms submitted proposals, even though 266 vendors were notified of the solicitation.

Staff has learned through vendor feedback that bundling these services prevented some firms from participating in the 2014 solicitation process; therefore, staff is in the process of conducting two separate RFP processes for these services, one for occupational medical services and the other for WEFIT medical services. Developing comprehensive RFPs for the unbundled services was more time consuming than anticipated and resulted in the RFP release being delayed to April 25, 2017, for the WEFIT medical services and May 15, 2017, for the occupational medical services.

Staff needs several more months to evaluate the proposals, identify the desired firm(s), and enter into a contract(s). In order to continue conducting the necessary WEFIT and occupational medical services, such as pre-employment and return to work medical exams, staff is requesting that the current contract with UCI be extended from June 30, 2017, through December 31, 2017. UCI has agreed to extend the current contract pricing through December 31, 2017. The extension of the contract can be terminated by either party upon thirty (30) days written notice.

The amount of funding requested covers the remainder of anticipated costs in 2017 for pre-employment medical and WEFIT exams for Academy 45 and 46 candidates, as well as the other medical services detailed in the chart below.

Exam Service	Number of Employees	Cost per Exam	Total Cost
Pre-Employment Exam Safety (Academy 45 and 46)	130	\$1,200	\$156,000
Pre-Employment Exam Non-Safety	20	\$100	\$2,000
WEFIT Exam	227	\$850	\$192,950
Return to Work Exam	2	\$100	\$200
Fitness for Duty Exam	1	\$650	\$650
Total Cost			\$351,800

Attachment(s)

Proposed Professional Services Agreement Amendment 3

**ORANGE COUNTY FIRE AUTHORITY
AMENDMENT NUMBER THREE
TO PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NUMBER THREE TO PROFESSIONAL SERVICES AGREEMENT ("Amendment Three") is made and entered into this 1st day of July, 2017, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and The Regents of the University of California, as described in Article IX, Section 9 of the California Constitution, on behalf of UC Irvine University Physicians & Surgeons, Center for Environmental Health, hereinafter referred to as "Firm".

RECITALS

WHEREAS, OCFA and Firm entered into that certain Professional Services Agreement on the 1st day of July, 2014, for Occupational Medical Services and WEFIT Program ("Agreement"); and

WHEREAS, OCFA and Firm amended the Original Agreement on July 1, 2015 to extend the period of performance through June 30, 2016 ("Amendment One"); and

WHEREAS, OCFA and Firm extended the period of performance through June 30, 2017 ("Amendment Two"); and

WHEREAS, the Original Agreement, Amendment One and Amendment Two are referred to collectively herein as the "Agreement"; and

WHEREAS, OCFA desires to exercise its option to extend the term of the Agreement through December 31, 2017, and Firm agrees to such an extension, subject to the terms and provisions of this "Amendment Three".

NOW, THEREFORE, OCFA and the Firm mutually agree as follows:

1. Section 3.3 of the Agreement is hereby amended and restated in its entirety to read as follows:

Term.

This Agreement shall commence on July 1, 2017 and continue through December 31, 2017 unless earlier terminated. This Agreement may be terminated by either party upon thirty (30) days written notice.

[Signatures on Next Page]

Except as modified above, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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

“OCFA”

ORANGE COUNTY FIRE AUTHORITY

Date:_____

By:_____

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

“FIRM”

**UC IRVINE UNIVERSITY PHYSICIANS &
SURGEONS, CENTER FOR
ENVIRONMENTAL HEALTH**

Date:_____

By:_____

Teresa Conk
Chief Contracting Officer and
Associate Vice Chancellor for
Clinical Integration



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
June 22, 2017

Agenda Item No. 3D
Consent Calendar

Annual Renewal of Aviation Insurance

Contact(s) for Further Information

Brigette Gibb, Human Resources Director brigettegibb@ocfa.org 714.573.6353
Human Resources

Jonathan Wilby, Risk Manager jonathanwilby@ocfa.org 714.573.6832

Summary

This annual agenda item is submitted for authorization to renew the Aviation Insurance Program coverage with AIG.

Prior Board/Committee Action(s)

Not Applicable.

RECOMMENDED ACTION(S)

Approve and authorize the Fire Chief, or his designee, to bind the Aviation Insurance Program coverage with AIG for the policy period from June 30, 2017, to June 30, 2018, with a premium amount of \$129,592.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding is included in FY 2017/18 Budget.

Background

The aviation insurance policy provides liability coverage for the operation of the Orange County Fire Authority's four helicopters. Operationally, the helicopters are used for fire suppression, search and rescue, transporting fire crews, aerial reconnaissance, emergency medical rescue, disaster mitigation, recovery operations, large animal rescue, and training. The coverage includes a \$50 million combined single limit for bodily injury and property damage for each aircraft. The two older aircrafts are insured at that limit for liability only.

Arthur J. Gallagher has been the broker for the aviation insurance program since 2012. For the 2017/18 policy year, Gallagher received proposals from three aviation carriers (Old Republic Insurance Company, Swiss Re, and AIG). AIG, the current insurance carrier, offered the best terms of coverage at the lowest premium of \$129,592. This is a savings of \$11,932 or an 8.4% decrease from the expiring 2016/17 policy premium of \$141,524. Additionally, the OCFA will also receive a profit commission in the amount of \$22,644 for the 2016/17 policy, if there are no losses prior to June 30, 2017.

Attachment(s)

Aircraft Liability Insurance Coverage Summary

AIRCRAFT LIABILITY INSURANCE COVERAGE SUMMARY

Insurance Company: National Union Fire Insurance Company of Pittsburgh,
PA through AIG

A.M. Best Rating: A: XV

Policy Period: June 30, 2017

Terms:

One year policy

Aircraft Liability Coverage Limits:

\$50,000,000 Combined single limit bodily injury and property damage; each aircraft

\$50,000,000 Non-owned aircraft liability

\$50,000,000 Aircraft personal injury liability

Aircraft Physical Damage Values:

At insured values

Deductibles:

Range from \$2,500 to \$50,000



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
June 22, 2017

Agenda Item No. 3E
Consent Calendar

Fire Agencies Insurance Risk Authority
General Liability Insurance Program

Contact(s) for Further Information

Brigette Gibb, Human Resources Director brigettegibb@ocfa.org 714.573.6353
Human Resources

Jonathan Wilby, Risk Manager jonathanwilby@ocfa.org 714.573.6832

Summary

This annual agenda item is submitted for authorization to renew the Orange County Fire Authority's (OCFA) General Liability Insurance Program coverage with the Fire Agencies Insurance Risk Authority (FAIRA).

Prior Board/Committee Action(s)

Not Applicable.

RECOMMENDED ACTION(S)

Approve and authorize the Fire Chief, or his designee, to renew the General Liability Insurance Program coverage with the Fire Agencies Insurance Risk Authority for the policy period July 1, 2017, to July 1, 2018, with a premium amount of \$829,627.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding is included in the FY 2017/18 Budget.

Background

Formed in 1989, FAIRA is a joint powers public agency which provides pooled group insurance to over 100 fire districts in California and Nevada. The OCFA has been a member of FAIRA since 1995 and holds a seat on FAIRA's Board of Directors. On behalf of the OCFA, FAIRA purchases general liability, property, automobile, management liability, portable equipment, crime, and excess liability coverage. Cyber liability coverage is included as part of the General Liability Program. Cyber liability coverage addresses both the first and third-party risks associated with the internet, computer networks, and informational assets. Insurance coverage for network breaches and privacy violations is important for emergency service organizations, such as the OCFA, due to sensitive information such as patient medical records, financial records, and other organizational information that could be compromised.

The expiring 2016/17 policy premium of \$794,451 is inclusive of primary general liability insurance coverage of \$1 million per occurrence and excess liability insurance coverage of \$10 million per occurrence for a total limit of coverage of \$11 million. The total renewal premium for the same coverage in 2017/18 is \$829,627, or a 4.4% increase over the expiring premium. The premium increase is primarily due to the policy claim from the Fire Station 61 fire on January 12, 2017. Other factors include an increased number of vehicles in our fleet and additional personnel hired since the last policy period.

Attachment(s)

FAIRA General Liability Insurance Program Coverage Summary

FAIRA GENERAL LIABILITY INSURANCE PROGRAM**Coverage Summary****Insurance Company:****A.M. Best Rating:****Policy Period****July 1, 2017 to July 1, 2018****Property:**

Total insurable values:	Per Schedule of Locations on file with the insurance company
Building valuation:	Guaranteed replacement cost
Contents valuation:	Guaranteed replacement cost
Policy limits:	Between \$10,000 and \$2,000,000
Deductible:	Between \$1,000 and \$5,000

Fidelity Bond:

Public employee including faithful performance of duty per employee:	\$500,000
Forgery or alteration:	\$500,000
Computer fraud:	\$100,000
Deductible:	\$1,000

Blanket Portable Equipment:

Replacement cost:	Per the Schedule of Values
Deductible:	\$1,000

Automobile:

Bodily injury/property damage combined single limit:	\$1,000,000
Medical payment each person:	\$10,000
Uninsured/Underinsured motorist:	\$1,000,000

General Liability:

Each occurrence and medical incident:	\$1,000,000
Personal and advertising injury:	\$1,000,000
Fire damage legal liability:	\$1,000,000
Medical expense each accident:	\$5,000
Products/completed operations:	\$2,000,000

Cyber Liability:

First party liability:	\$100,000
Third party liability:	\$1,000,000

Management Liability:

Each offense or wrongful act: \$1,000,000/\$2,000,000 aggregate
Defense expense conjunctive relief: \$25,000
Deductible each wrongful act: \$5,000

Excess Liability:

Limit: \$10,000,000/\$20,000,000 aggregate



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
June 22, 2017

Agenda Item No. 3F
Consent Calendar

**Annual Renewal of California State Association of Counties Excess
Insurance Authority Workers' Compensation Excess Insurance**

Contact(s) for Further Information

Brigette Gibb, Human Resources Director brigettegibb@ocfa.org 714.573.6353
Human Resources

Jonathan Wilby, Risk Manager jonathanwilby@ocfa.org 714.573.6832

Summary

This annual agenda item is submitted for authorization to renew the workers' compensation excess insurance coverage with the California State Association of Counties Excess Insurance Authority (CSAC-EIA).

Prior Board/Committee Action(s)

Not Applicable.

RECOMMENDED ACTION(S)

Approve and authorize the Fire Chief, or his designee, to bind workers' compensation excess insurance coverage with the California State Association of Counties Excess Insurance Authority for the policy period July 1, 2017, to July 1, 2018, with a premium of \$345,000.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Sufficient funds are included in the FY 2017/18 Budget.

Background

The Workers' Compensation Self-insurance Program uses excess insurance to stop losses over a self-insured retention (SIR) limit of \$2,000,000. The Orange County Fire Authority (OCFA) is responsible for the losses up to \$2,000,000 per incident with the excess insurer responsible for costs that exceed that amount. The workers' compensation excess insurance coverage limit is statutory. The excess insurance coverage limit is Part 1 of the workers' compensation policy and covers the medical costs and lost wages for work-related injuries or illnesses. Employer's liability is Part 2 of the workers' compensation policy, and it protects against lawsuits for the employment-related injuries or illnesses that may be filed by employees, family of the employee, or other third parties. For example, a lawsuit alleging the workers' compensation claim is due to negligence on the part of the employer is covered under Part 2 with a limit of liability at \$5,000,000.

CSAC-EIA is the second largest public entity risk sharing pool and the largest property and casualty pool in the nation. The CSAC-EIA membership includes 93% of the counties, over 80% of the cities, as well as numerous school districts, special districts, housing authorities, fire districts, and other joint powers authorities in California. The OCFA has been a member of CSAC-EIA, since 2007. CSAC-EIA purchases excess workers' compensation insurance on behalf of OCFA and the other members of the pool.

The FY 2017/18 premium of \$345,000 is \$39,619 or 13% more than the expiring FY 2016/17 premium of \$305,381. The premium increase is due to several factors including: 1) fewer carriers willing to offer workers' compensation excess insurance to the public safety sector; 2) increase in OCFA payroll costs; and 3) CSAC-EIA creating two new public safety rating groups with increased rates that will be phased-in over the next three years. The OCFA is included in the high safety rating group, since over 40% of our payroll is from safety personnel.

Since joining the CSAC-EIA pool in 2007, the OCFA has experienced a significant savings in excess workers' compensation insurance premium. The OCFA will pay over 45% less than the FY 2006/07 premium (prior to CSAC-EIA) after this year's premium increase.

Excess Workers' Compensation Premium 2006-2018											
2006/07	2007/08	2008/09	2009/10	2010/11	2011/12	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18
ACE Am. Ins.	CSAC- EIA	CSAC- EIA	CSAC- EIA	CSAC- EIA	CSAC- EIA	CSAC- EIA	CSAC- EIA	CSAC- EIA	CSAC- EIA	CSAC- EIA	CSAC- EIA
\$632,444	\$176,773	\$166,960	\$159,982	\$159,974	\$159,974	\$206,892 ¹	\$220,173	\$232,655	\$222,614	\$305,381 ²	\$345,000

Attachment(s)

CSAC-EIA Excess Workers' Compensation Coverage Summary

¹ Rise in cost is attributed to the increased number of personnel associated with the Santa Ana transition.

² Rise in cost was due to the CSAC-EIA creating two new public safety rating groups with increased rates that will be phased in over three years. The OCFA is included in the high safety rating group, since over 40% of payroll is from safety personnel.

CSAC-EIA EXCESS WORKERS' COMPENSATION COVERAGE SUMMARY

Insurance Company:	ACE American Insurance Company and National Union Fire Insurance Company of Pittsburgh, PA (AIG)
A.M. Best Rating:	A++:XV A:XV
Policy Period:	July 1, 2017, to July 1, 2018
Coverage Provided:	Workers' Compensation and Employers' Liability
Major Exclusions:	Punitive or exemplary damages, fines or penalties Any payments in excess of the benefits regularly provided by the Workers' Compensation law Labor Code 4850 benefits
Limits:	
Workers' Compensation	Statutory
Employers' Liability	\$5,000,000
Retention:	
Self-insured Retention	\$2,000,000 per occurrence



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
June 22, 2017

Agenda Item No. 3G
Consent Calendar

Blanket Order Renewals for Emergency Medical Service Supplies

Contact(s) for Further Information

Brian Young, Assistant Chief
Operations Department

brianyoung@ocfa.org

714.573.6014

Randy Black, Division Chief

randyblack@ocfa.org

714.567.3234

Summary

This agenda item is submitted for approval to renew blanket orders with McKesson Medical, Life Assist, Inc. and Boundtree Medical, LLC for supplies for the OCFA Emergency Medical Services (EMS) section.

Prior Board/Committee Action

On June 26, 2014, the Executive Committee approved blanket orders with the firms listed above as a result of a competitive solicitation, for one year plus two optional one-year renewals in a combined annual expenditure amount not to exceed \$750,000.

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to execute the two remaining one-year renewals for the blanket orders with McKesson Medical, Life Assist, Inc. and Boundtree Medical, LLC for emergency medical services supplies, provided that the total aggregate amount does not exceed \$750,000 annually.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding is included in the approved FY 2017/18 budget.

Background

EMS is responsible for purchasing, distributing and maintaining the inventory of all emergency medical supplies used to provide patient care as well as training for the firefighter/paramedics. Maintaining inventory levels at the appropriate level is essential to efficiently and effectively provide emergency medical response.

A solicitation to establish a five-year blanket order (one-year plus four additional one-year renewals) for EMS supplies was issued in 2014. This solicitation was done as a routine process to replace the prior contracts. The evaluation committee conducted its individual scoring of the proposals based on the criteria established in the Request for Proposals. The scores demonstrated a clear difference between the top three ranking firms: Bound Tree, Life Assist, and McKesson, and the remaining proposals. Negotiations were conducted and blanket orders were awarded based on the lowest pricing for each of the supply line items.

The performance of all three firms during the initial three years of the blanket orders have been exceptional. Although the solicitation that was issued in 2014 allowed for a total term of five years, the Executive Committee only authorized initial award of blanket orders for up to three years. Staff was directed by the Executive Committee to return for additional authorization prior to executing the two remaining annual renewal options.

Staff is requesting approval to execute the two (2) remaining one-year renewals for an aggregate annual amount not to exceed \$750,000.

Attachment(s)

Blanket Order List

**Orange County Fire Authority
Sole Source
Proposed Blanket Order Renewals**

Vendors & Blanket Orders	End Dates for Annual Renewal Options	Annual Total
Life Assist, Inc. <i>EMS Supplies</i> B01522-2	06/30/2018 06/30/2019	\$ 82,500
BoundTree Medical, LLC. <i>EMS Supplies</i> B01521-2	06/30/2018 06/30/2019	\$ 240,000
McKesson Medical <i>EMS Supplies</i> B01523-2	06/30/2018 06/30/2019	\$ 427,500

Pyxis Medication Distribution Stations

CareFusion was awarded the initial contract for medication distribution stations in 2006 as a result of a Request for Proposal process. Current Drug Enforcement Administration (DEA) regulatory requirements mandate the proper storage, distribution, and daily accountability of controlled medications such as narcotics. These medications are part of the required Orange County EMS defined pharmacology inventory assigned to paramedic units. The Pyxis automated pharmaceutical dispensing stations provide computer-controlled storage, dispensing, and tracking of medications as required by DEA mandate. The Pyxis stations are strategically located in ten fire stations to ensure accessibility for daily supply needs of the paramedic units.

The pricing provided for the updated Rental and Support Agreement includes the required upgrade of the computer operating system from Windows XP to Windows 7 at no cost. The new rental agreement provides a savings of \$6,083.64 per year. The pricing comparison of the contracts is provided below:

Description	Current Agreement	Proposed Agreement	Difference (savings)
Monthly Rental	\$3,000.00	\$2,422.00	(\$578.00)
Monthly Support	\$1,099.00	\$1,216.00	\$117.00
Sales Tax	\$327.92	\$281.95	(\$45.97)
Monthly Cost	\$4,426.92	\$3,919.95	(\$506.97)
Annual Total	\$53,123.04	\$47,039.40	(\$6,083.64)

Proposed Addendum to the Rental and Support Agreement

The proposed Addendum to the Rental Agreement, will provide OCFA the option of upgrading the equipment to the newest version at this newly reduced monthly rental rate.

Conclusion

The CareFusion agreements, terms and conditions, and addendum have been reviewed and approved by legal counsel. Staff is recommending approval to extend the Rental and Support Agreement with CareFusion for a five-year period at an initial amount of \$47,039.40 annually, and approval to execute an Addendum to the Rental Agreement.

Attachment(s)

1. CareFusion Rental Agreement and Support Agreement
2. CareFusion Master Rental and Support Terms & Conditions
3. Sole Source Justification Form
4. Proposed Addendum to the Rental and Support Agreement



Customer Order Date: 05/23/2017

Customer Order : 1000112817

Customer Information

Sold To:

Legal Name: ORANGE COUNTY FIRE AUTHORITY

DBA: ORANGE COUNTY FIRE AUTHORITY

Street Address: 1 FIRE AUTHORITY RD

City,St.,Zip: IRVINE, CA 92602-0125

Customer No. 10046889

Ship To:

ORANGE COUNTY FIRE AUTHORITY

1 FIRE AUTHORITY RD

IRVINE, CA 92602-0125

10046889

Bill To

Same as (Circle)

Sold To:

Ship To:

1. Customer Orders. Effective as of the date of both signatures below ("**Effective Date**"), this agreement is entered by and between CareFusion and Customer as separate and distinct agreements combined for administrative convenience for: (i) Rental Equipment and/or Software listed in the Product Schedule attached hereto and incorporated by this reference (each, a "**Pyxis Product**" and, collectively, the "**Pyxis Products**"); and (ii) Services applicable to the Pyxis Products (collectively, the "**Customer Orders**"). The Customer Orders will be governed by the Master Agreement and applicable Schedule(s) in effect between the Parties ("**Master Agreement**"). Any reference to a "Rental Term(s)" or "Rental Fee(s)" in relation to Software included as a Pyxis Product hereunder will alternately refer to "**Subscription Term(s)**" or "**Subscription Fee(s)**", respectively.

2. Footprint Modification Option. The Parties understand and agree that the Pyxis Products hereunder will be subject to the following option (hereafter, "**FMO Option**").

(a) **Definitions.** As used herein, (i) "**FMO Products**" will mean a subset of the Pyxis Products valued at up to twenty percent (20%) of the Modification Amount for each Contract Year; (ii) "**Modification Amount**" will mean the total annual Monthly Rental and/or Monthly Subscription Fees for the Pyxis Products set forth on the Product Schedule; and (iii) "**Contract Year**" will mean the twelve (12) month period beginning on the Effective Date (or the anniversary of the Effective Date) of the Master Agreement ("**Master Agreement Anniversary Date**") and ending twelve (12) months thereafter and each subsequent twelve-(12) month period of the Rental and/or Subscription Terms hereunder.

(b) **Terms and Conditions.** Customer will have the option to return all or part of the FMO Products each Contract Year; provided that Customer: (i) provides CareFusion with written notice at least ninety (90) days prior to the end of the Contract Year; (ii) signs the amendment to the Customer Orders memorializing Customer's exercise of the FMO Option ("**FMO Amendment**"); and (iii) timely complies with the terms of the FMO Amendment, including, without limitation, completion of the FMO Product return activities and payment of return shipping and any other applicable fees. Notwithstanding any term or condition to the contrary, in no event will an FMO Option: (a) apply to any Sold-To or Ship-To entity other than the entity (ies) designated above; (b) apply to any Third Party Product or Software listed on the Product Schedule; or (c) carry over to a subsequent Contract Year. The Rental, Support and/or Subscription Terms and Customer's obligation to pay Monthly Rental, Support and/or Subscription Fees for the FMO Products will terminate effective as of the date set forth in the FMO Amendment. The FMO Amendment will have no effect on any other Pyxis Products and Customer's payment obligations for such Pyxis Products will continue uninterrupted in accordance with the terms of the Customer Orders.

Will a Purchase Order be required for payment of the financial obligation proposed under this Customer Order?(Please Circle)

Yes

No

Rental PO#:

Support PO#:

Copies of this Customer Order will be sent to Ship To signer listed above.

When complete, additional copies will be sent to the following address:

Name:

Street Address:

City,St.,Zip:

Each person signing this document represents that he/she intends to and has the authority to bind his/her respective Party to the Rental Customer Order and the separate Support Customer Order.

ORANGE COUNTY FIRE AUTHORITY

Sign:

Print:

Title:

Date:

This Customer Order is not valid until executed by both Customer and CareFusion Solutions, LLC.

CAREFUSION SOLUTIONS, LLC

ATTN: CONTRACTS, 3750 TORREY VIEW CT, SAN DIEGO, CA 92130

888.876.4287

Sign:

Print:

Title:

Date:

SALES ASSOCIATE:Chris McCrea
Email: chris.mccrea@bd.com



Sold To: ORANGE COUNTY FIRE AUTHORITY #10046889
Ship To: ORANGE COUNTY FIRE AUTHORITY #10046889

Customer Order
Pyxis Product Schedule
Customer Order : 1000112817

Product Discounts:

QTY: 5 %

Non-Std Disc %: 52 %

Support Level: Basic / Standard 24h

Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 08/21/2017

Current Products				New Products												
		Monthly Rental Fee									Monthly Rental Fee			Monthly Support Fee		
Serial Number	Product Name	Current	Support	Proposed Location	Product ID	Rx/Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	Extended	List	Net	Extended
13623102	MEDSTATION,4000,CONSOLE	\$ 259.00	\$ 99.00		309		MEDSTATION,4000,CONSOLE		UPU	1	\$ 421.00	\$ 192.00	\$ 192.00	\$ 106.00	\$ 106.00	\$ 106.00
13642233	MEDSTATION,4000,MAIN,2-DRAWER	\$ 262.00	\$ 100.00	B9FS75	303		MEDSTATION4000,MAIN,2DR,T2	2	UPK	1	\$ 456.00	\$ 208.00	\$ 208.00	\$ 111.00	\$ 111.00	\$ 111.00
13647204	MEDSTATION,4000,MAIN,2-DRAWER	\$ 262.00	\$ 100.00	B8FS63	303		MEDSTATION4000,MAIN,2DR,T2	2	REU	1	\$ 456.00	\$ 208.00	\$ 208.00	\$ 111.00	\$ 111.00	\$ 111.00
13647205	MEDSTATION,4000,MAIN,2-DRAWER	\$ 262.00	\$ 100.00	B1FS64	303		MEDSTATION4000,MAIN,2DR,T2	2	UPK	1	\$ 456.00	\$ 208.00	\$ 208.00	\$ 111.00	\$ 111.00	\$ 111.00
13647206	MEDSTATION,4000,MAIN,2-DRAWER	\$ 262.00	\$ 100.00	B2FS10	303		MEDSTATION4000,MAIN,2DR,T2	2	UPK	1	\$ 456.00	\$ 208.00	\$ 208.00	\$ 111.00	\$ 111.00	\$ 111.00
13647524	MEDSTATION,4000,MAIN,2-DRAWER	\$ 262.00	\$ 100.00	B7FS58	303		MEDSTATION4000,MAIN,2DR,T2	2	UPK	1	\$ 456.00	\$ 208.00	\$ 208.00	\$ 111.00	\$ 111.00	\$ 111.00
13650640	MEDSTATION,4000,MAIN,2-DRAWER	\$ 262.00	\$ 100.00	B4FS22	303		MEDSTATION4000,MAIN,2DR,T2	2	UPK	1	\$ 456.00	\$ 208.00	\$ 208.00	\$ 111.00	\$ 111.00	\$ 111.00
13650642	MEDSTATION,4000,MAIN,2-DRAWER	\$ 262.00	\$ 100.00	B6FS29	303		MEDSTATION4000,MAIN,2DR,T2	2	UPK	1	\$ 456.00	\$ 208.00	\$ 208.00	\$ 111.00	\$ 111.00	\$ 111.00
13650643	MEDSTATION,4000,MAIN,2-DRAWER	\$ 262.00	\$ 100.00	B5FS36	303		MEDSTATION4000,MAIN,2DR,T2	2	UPK	1	\$ 456.00	\$ 208.00	\$ 208.00	\$ 111.00	\$ 111.00	\$ 111.00
13651623	MEDSTATION,4000,MAIN,6-DRAWER	\$ 383.00	\$ 100.00	EMSAULT	303		MEDSTATION4000,MAIN,5DR,BIN,T2	2	UPK	1	\$ 785.00	\$ 358.00	\$ 358.00	\$ 111.00	\$ 111.00	\$ 111.00
40270545	KIT VM SECMOD V2.0.1	\$ 0.01	\$ 0.00	IT COMPUTE R ROOM			RETURN TO CAREFUSION		CNL							
		\$ 0.00	\$ 0.00		136607-01		Hosted Data services OPT IN		SWE	1	\$ 0.01	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
		\$ 0.00	\$ 0.00	NEW DTSVM Test	303		Test MEDSTATION4000,MAIN,0DR,T2		SWE	1	\$ 0.01	\$ 0.00	\$ 0.00	\$ 0.01	\$ 0.00	\$ 0.00
		\$ 0.00	\$ 0.00	NEW DTSVM Test	309	Rx	Test MEDSTATION,4000,CONSOLE		SWE	1	\$ 0.01	\$ 0.00	\$ 0.00	\$ 0.01	\$ 0.00	\$ 0.00
		\$ 2,738.01	\$ 999.00										\$ 2,214.00			

Customer Initials: _____



Sold To: ORANGE COUNTY FIRE AUTHORITY #10046889
Ship To: OCFA BATTALION 6 STATION 29 #10046890

Customer Order
Pyxis Product Schedule
Customer Order : 1000112817

Support Level: Basic / Standard 24h
Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 08/21/2017

Current Products				New Products												
		Monthly Rental Fee									Monthly Rental Fee			Monthly Support Fee		
Serial Number	Product Name	Current	Support	Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	Extended	List	Net	Extended
13651621	MEDSTATION,4000,MAIN,2-DRAWER	\$ 262.00	\$ 100.00	B3FS21	303		MEDSTATION4000,MAIN,2DR, T2	2	UPK	1	\$ 456.00	\$ 208.00	\$ 208.00	\$ 111.00	\$ 111.00	\$ 111.00
		\$ 262.00	\$ 100.00										\$ 208.00			\$ 111.00

Total Monthly Rental & Support Fee: **\$3,638.00**

All fees mentioned are in USD

Customer Initials: _____



CareFusion

Master Rental Terms and Conditions

Date: 2/1/12
Customer: OLFA

These Master Rental Terms and Conditions shall be incorporated into each Rental Agreement executed by CareFusion Solutions, LLC ("CareFusion") and the customer identified in the signature block below ("Customer"), each a "Party" and, collectively, the "Parties". Each Rental Agreement shall constitute a separate, independent contract between the Parties. "Pyxis Products" means, collectively, the Pyxis® products identified in any single Rental Agreement, including the software identified in the Rental Agreement, integrated into any of the Pyxis Products or a software application delivered by CareFusion to Customer (collectively, "Software"). Capitalized terms used herein shall have the meanings defined herein or as used in the Rental Agreement. Each separate Rental Agreement, together with these incorporated Master Rental Terms and Conditions, shall be referred to as a "Rental Agreement" herein.

1. **Delivery.** CareFusion shall deliver each Pyxis Product to the "ship-to" location stated in the Rental Agreement.
2. **Risk of Loss.** From the time Customer receives delivery of a Pyxis Product until CareFusion accepts return delivery of the Pyxis Product, Customer shall be responsible for: (a) any loss of or damage to the Pyxis Product from any cause other than normal wear and tear ("Loss"); and (b) obtaining and maintaining throughout the term of the Rental Agreement All Risk Property Insurance in an amount equal to full replacement value covering the Pyxis Products. Customer shall not be responsible for any portion of Loss caused by CareFusion's negligence or reckless or willful misconduct.
3. **Conditional Security Agreement.** If a Rental Agreement is determined not to constitute a true lease, then the Rental Agreement shall be a security agreement with respect to the Pyxis Products and all accessions, substitutions, replacements therefore, and proceeds thereof (including insurance proceeds) to secure all obligations pursuant to the Rental Agreement.
4. **Implementation.** Each Party shall perform the Party's respective implementation activities stated below ("Implementation Activities") for each Pyxis Product pursuant to the Implementation Schedule attached and incorporated into the Rental Agreement ("Implementation Schedule"):
 - (a) **Infrastructure.** Customer shall provide adequate personnel, clean commercial power, necessary communication lines, and sufficient clean space (maintained at a temperature between 50°F and 80°F) for all Implementation Activities. Customer shall appoint a System Manager who shall be available during business hours and responsible to define policies/procedures and to coordinate planning, installation, and set-up.
 - (b) **Installation.** CareFusion shall stage and install the Pyxis Product at the ship-to location set forth in the Rental Agreement.
 - (c) **Interfaces.** CareFusion shall provide CareFusion's side of each interface identified in the Rental Agreement ("Interface"). Customer shall promptly test each Interface to verify that the Interface functions properly. Customer's sole remedy related to Interface functionality shall be for CareFusion to modify CareFusion's side of the Interface to provide full functionality.
 - (d) **Documentation.** CareFusion shall provide Customer one copy of the current user manual for the Pyxis Product.
5. **Acceptance.** A Pyxis Product shall be deemed accepted by Customer ("Accepted") when the Implementation Activities regarding the Pyxis Product are completed and the Pyxis Product functions in accordance with the material specifications of its user manual ("Properly Performing"). Customer shall execute an electronic or paper Equipment Confirmation for the Pyxis Product on the date the Pyxis Product is Accepted.
6. **Initial Rental Term.** The "Rental Term" for a Pyxis Product consists of any period of time that CareFusion leases the Pyxis Product to Customer pursuant to the Rental Agreement. The period of the initial Rental Term for each Pyxis Product shall be the number of months stated in the Rental Agreement for the Pyxis Product. The initial Rental Term for a Pyxis Product shall commence on the Term Begin Date stated in the Implementation Schedule. If there is no Implementation Schedule or if there is no Term Begin Date stated in the Implementation Schedule, then the initial Rental Term for a Pyxis Product shall commence on the first day of the month following the date the Pyxis Product is Accepted.
7. **Automatic Continuation of Rental Term.** If, at least sixty (60) days prior to the conclusion of the initial Rental Term for a Pyxis Product, Customer delivers notice that Customer shall return the Pyxis Product at the conclusion of that initial Rental Term, then that Rental Term shall expire at the end of the initial Rental Term. If Customer does not deliver notice pursuant to the preceding sentence, then the following terms shall apply at the end of the initial Rental Term: (i) the Rental Term shall continue on a month-to-month term basis; (ii) the Monthly Rental Fee shall be the month-to-month Rental Fee stated for the Pyxis Product in the then-current Pyxis Product Price Catalog; and (iii) either Party may terminate the continued Rental Term effective upon thirty (30) days' prior notice.

8. **Payment of Monthly Rental Fees.** Customer shall pay the Net Monthly Rental Fee stated in the Rental Agreement ("Monthly Rental Fee") for each Pyxis Product by check, wire, ACH or EFT on the first day of each month during the Rental Term.
9. **Taxes.** Monthly Rental Fees do not include any taxes. Customer shall pay when due any sales, use, rental, property, or other taxes or assessments of any kind (other than any tax based solely on CareFusion's net income) and related interest and penalties (except those caused by CareFusion's failure to collect or remit such taxes) arising from the transactions pursuant to the Rental Agreement. If CareFusion pays an amount that Customer is obligated to pay under this Section, then Customer shall promptly reimburse CareFusion.
10. **Cash Application; Late Charges.** CareFusion shall apply all payments according to CareFusion's then-current cash application procedures. If Customer does not pay an amount due to CareFusion pursuant to any provision of the Rental Agreement on or before the due date, then Customer shall pay a late charge on the unpaid amount at the rate of one and one-half percent (1.5%) per month, prorated on a daily basis, or the highest rate allowed by law (whichever is lower).
11. **Use of Pyxis Products.** Customer shall have possession of each Pyxis Product during the Rental Term for the Pyxis Product. Customer shall use each Pyxis Product only (i) during a Rental Term for the Pyxis Product; (ii) at the specific location in Customer's facility at which the Pyxis Product is implemented (unless CareFusion provides prior written approval for a different location); (iii) for Customer's internal business purposes; (iv) in the manner described in the user manual for the Pyxis Product; and (v) in accordance with applicable laws and regulations. Customer shall not modify a Pyxis Product and shall not install or use any software not provided by CareFusion on a Pyxis Product without CareFusion's written consent.
12. **Grant of Limited Software License.** CareFusion grants Customer a limited, non-exclusive, non-transferable license to use the Software. Customer (i) shall use integrated Software only as an integrated part of Pyxis Products; (ii) shall not separate integrated Software from any Pyxis Product; (iii) shall not translate, disassemble, decompile, reverse engineer, alter or modify the Software; (iv) shall not make any copies of the Software or its documentation (except one (1) copy for back-up or archival purposes); and (v) may use the Software only during the Rental Term of the Software or of the Pyxis Product into which the Software is integrated. The Software is owned or licensed by CareFusion and is protected by copyright and other laws. Except as provided in Section 26, Customer shall not sell, assign, sublicense, transfer or disclose or permit access to the Software to a third party.
13. **Intellectual Property Indemnity.**
- (a) **Notice and Cooperation.** Customer shall deliver notice to CareFusion promptly after Customer receives actual notice of any demand, claim, suit or proceeding against Customer that claims that a Pyxis Product used by Customer consistent with the Rental Agreement infringes any patent, copyright or other proprietary right of a third party (each, an "Infringement Claim"). Customer shall authorize CareFusion to have sole control of the defense and/or settlement of each Infringement Claim, provided that CareFusion shall obtain Customer's prior written consent (not to be unreasonably withheld or delayed) before agreeing to settle an Infringement Claim in a manner that adversely affects Customer's right to use a Pyxis Product. Upon CareFusion's request, Customer shall provide reasonable cooperation in the defense and/or settlement of the Infringement Claim.
- (b) **Indemnity.** CareFusion at its expense shall (i) defend the Infringement Claim; (ii) pay any damages and costs assessed against Customer (or payable by Customer pursuant to a settlement agreement) arising out of the Infringement Claim; and (iii) reimburse Customer for reasonable costs and expenses incurred by Customer to provide the cooperation requested by CareFusion pursuant to Section 13(a).
- This Section 13 states Customer's exclusive remedy and CareFusion's total liability to Customer regarding any Infringement Claim.
14. **Option to Modify.** If CareFusion determines that a Pyxis Product might infringe any United States patent, copyright, trade secret or other proprietary right of a third party, then CareFusion may, at its discretion, replace the Pyxis Product with a substantially equivalent Pyxis Product or modify the Pyxis Product in a manner that does not adversely affect the performance or functionality of the Pyxis Product.
15. **Data.** "Data" means, collectively, data contained in the data files of a Pyxis Product or data that is created or stored through the use of a Pyxis Product. Subject to the Business Associate Agreement in effect between the Parties as of the date of the Rental Agreement, Customer grants CareFusion a perpetual, royalty-free license to use reasonable means to access Data and to use Data for any lawful purpose. If Data collected by CareFusion contains Protected Health Information as defined by 45 C.F.R. §160.103, then CareFusion shall, prior to using or disclosing that Data, de-identify that Data pursuant to 45 C.F.R. §164.514 and dissociate that Data from Customer.
16. **Limited Warranty.** For a period of ninety (90) days after the date a Pyxis Product is Accepted, the Pyxis Product shall perform in accordance with the material specifications of its user manual (the "Limited Warranty"). If, because of a defect in workmanship or material, the Pyxis Product fails to perform in accordance with the Limited Warranty, then, as Customer's sole remedy (in addition to the right to indemnification pursuant to Section 17), CareFusion shall promptly repair or replace, at

CareFusion's option, the Pyxis Product or any part thereof. EXCEPT FOR THE LIMITED WARRANTY, CAREFUSION DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY) REGARDING THE PYXIS PRODUCTS.

17. **Mutual Indemnification.** Each Party (the "Indemnifying Party") shall indemnify and hold the other Party (the "Indemnified Party") harmless from and shall defend the Indemnified Party against any claim asserted against the Indemnified Party for losses, injuries, or damages caused by the Indemnifying Party's conduct. In addition, CareFusion shall indemnify and defend Customer against any claim asserted against Customer by a third party based upon a Pyxis Product that has not been modified other than by or on behalf of CareFusion.
18. **Exclusion of Consequential Damages.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS OR PROFITS, EVEN IF A PARTY RECEIVES NOTICE IN ADVANCE THAT THESE KINDS OF DAMAGES MIGHT RESULT. This Section shall not limit a Party's right to indemnification from the other Party pursuant to Section 13 or Section 17.
19. **Default by CareFusion.** If, prior to Acceptance of a Pyxis Product, CareFusion fails to cure any breach of CareFusion's Implementation Activities regarding that Pyxis Product within thirty (30) days (the "Cure Period") after delivery of notice from Customer identifying the conduct in breach, then, if Customer delivers notice to CareFusion (the "Cancellation Notice") within ten (10) days after the expiration of the Cure Period, Customer may elect to cancel Customer's obligation to rent that Pyxis Product. If Customer timely elects to exercise the right of cancellation provided by this Section, then (i) CareFusion shall have no further obligation to Customer regarding the Pyxis Product; (ii) the Rental Term for the Pyxis Product shall be cancelled effective as of the Cancellation Notice; and (iii) Customer shall promptly permit CareFusion to obtain possession of the Pyxis Product and any equipment or Software provided by CareFusion to Customer related to the Pyxis Product.
20. **Default by Customer.** If (i) Customer fails to pay any payment required by the Rental Agreement, or by any other agreement between the Parties, within ten (10) days after CareFusion delivers notice to Customer stating that the payment is past due or (ii) Customer fails to cure any other breach of the Rental Agreement within thirty (30) days after delivery of notice from CareFusion, then CareFusion may by notice, to the extent permitted by applicable law and in addition to and without prejudice to any other remedy available at law or equity, elect to (i) cancel one or more Rental Terms and require Customer to make the related Pyxis Products available for repossession by CareFusion at a reasonably convenient location and/or (ii) recover liquidated damages from Customer in the amount of the present value (calculated using a discount rate of six percent (6%) per annum) of the unpaid balance of all Monthly Rental Fees for all unexpired Rental Terms under the Rental Agreement.
21. **Absence of Defenses to Payment.** Customer's obligation to pay Monthly Rental Fees is unconditional and non-cancelable. Customer shall not be entitled to any abatement or reduction of Monthly Rental Fees for any reason. Customer shall make Monthly Rental payments when due regardless of any existing or future setoff or claim that might be asserted by Customer. If CareFusion's assignee commences an action to collect any amount due pursuant to the Rental Agreement, then Customer shall not assert any setoff or counterclaim against CareFusion's assignee.
22. **Removal of Customer Property.** If Customer is required to relinquish possession of a Pyxis Product to CareFusion for any reason pursuant to the Rental Agreement, then Customer shall, without damaging the Pyxis Product, promptly remove all medications, data and Customer's property from the Pyxis Product.
23. **Return of Pyxis Products.** At the conclusion of the Rental Term for any Pyxis Product, Customer shall (a) accept ownership and acknowledge receipt of any data device that CareFusion removes from the Pyxis Product and tenders to Customer; and then (b) promptly and properly crate and ship the Pyxis Product to CareFusion.
24. **Lexi-Comp Databases.** This Section applies only to Lexi-Comp Licensed Databases ("Databases"), if any, contained in a Pyxis Product and shall constitute the exclusive statement of terms and conditions between Customer, CareFusion, and Lexi-Comp, Inc. or Lexi-Comp, Inc.'s parents, subsidiaries, affiliates, or suppliers (collectively, "Lexi-Comp") related to the Databases.
 - (a) Ownership; License Grant. The Databases are owned by Lexi-Comp and are licensed, not sold, by CareFusion to Customer. The Databases are provided to Customer subject to the rights and restrictions stated in the "Grant of Limited Software License" section herein applicable to integrated Software, as modified by this Section. Customer shall not copy any portion of the Databases for resale. Customer shall not post any portion of the Databases on public bulletin boards, web sites, Internet domains, or online chatrooms. Customer may print out individual articles containing only insubstantial portions of the Databases for Customer's personal educational use if Customer includes a source reference to Lexi-Comp and its copyright notice. CareFusion shall not update the data sets contained in the Databases; Customer may contact Lexi-Comp to attempt to procure updated data sets for the Databases. However, Pyxis MedStation™ 3000, 3500 and 4000 system customers shall receive quarterly Lexi-Comp updates to Databases at no additional Customer cost. Customer shall be responsible for installing the quarterly Lexi-Comp updates to Databases.

(b) Use of Professional Judgment. Customer should consult a variety of information sources before making any treatment decision. Customer should check the product information sheet accompanying each drug to verify conditions of use and should identify any changes in dosage schedule or contraindications. Information in the Databases is not a substitute for individual patient assessment based upon Customer's examination of each patient and consideration of laboratory data and other factors unique to the patient. Customer shall bear full responsibility for the appropriate use of the information contained in the Databases.

(c) Limited Warranty. THE DATABASES ARE PROVIDED "AS IS" AND WITH ALL FAULTS. CAREFUSION AND LEXI-COMP DISCLAIM ANY AND ALL WARRANTIES RELATED TO THE DATABASES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

(d) Limitation of Liability. NEITHER LEXI-COMP NOR CAREFUSION SHALL BE LIABLE TO CUSTOMER FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES RELATED TO ANY CLAIM RELATED TO THE DATABASES, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS OR PROFITS, EVEN IF LEXI-COMP OR CAREFUSION RECEIVES NOTICE IN ADVANCE THAT THESE KINDS OF DAMAGES MIGHT RESULT. LEXI-COMP'S AND CAREFUSION'S AGGREGATE CUMULATIVE LIABILITY TO CUSTOMER PURSUANT TO ANY AND ALL CLAIMS RELATED TO THE DATABASES SHALL NOT EXCEED THE AGGREGATE NET LICENSE FEES TO BE PAID BY CUSTOMER TO CAREFUSION FOR THE DATABASES.

25. **Governing Law.** The Rental Agreement shall be governed by the laws of the state of the Customer's initial Notice Address, below, without regard to that state's conflicts of law provisions.
26. **Assignment.** Subject to Section 27, neither Party may assign any rights or obligations under the Rental Agreement without the other Party's prior written consent, which shall not be unreasonably withheld, provided that either Party may upon delivery of notice assign all of such Party's rights and obligations under the Rental Agreement without the consent of the other Party to a related affiliate or upon the transfer of all or substantially all of such Party's assets, whether by merger, sale or otherwise.
27. **Assignment of Right to Receive Payments.** CareFusion may assign some or all of CareFusion's right to receive payments under the Rental Agreement without Customer's consent. If CareFusion assigns CareFusion's right to receive payments under the Rental Agreement, then (a) Customer shall not hold any assignee liable for any of CareFusion's obligations under the Rental Agreement; (b) the rights of CareFusion's assignee shall not be subject to any claims, counterclaims, defenses or setoffs that Customer might possess against CareFusion; (c) Customer shall execute documents that CareFusion reasonably requests to confirm Customer's obligations under the Rental Agreement; and (d) Customer shall, if requested, make payments due under the Rental Agreement directly to the assignee.
28. **Medication Handling.** CareFusion employees and agents ("CareFusion Personnel") shall not physically handle Customer's medications. Customer must be physically present and capable of observing CareFusion Personnel during any Implementation Activity or in any situation in which CareFusion Personnel have access to Customer's medications.
29. **Discounts.** If CareFusion provides any discount, credit, rebate or other incentive regarding the Pyxis Products, then it is a "discount or other reduction in price" pursuant to the Medicare/Medicaid Anti-Kickback Statute. Each Party shall comply with the "safe harbor" regulations stated in 42 C.F.R. § 1001.952(h).
30. **Notices.** Any notice from one Party to the other Party related to the Rental Agreement shall be in writing and delivered either by hand, overnight courier or first class mail (certified or registered, return receipt requested, postage prepaid) to the receiving Party's Notice Address stated below. A notice shall be deemed to be given when delivered if by hand or by overnight courier and three days after it is mailed if by certified or registered mail. Either Party may change its Notice Address upon delivery of notice to the other Party.
31. **Confidentiality.** Except as required by law, Customer shall not disclose to a third party the terms of or issue any public statement regarding the Rental Agreement ("Confidential Information") without CareFusion's prior written approval. This confidentiality obligation shall not apply if Customer can reasonably demonstrate that any such Confidential Information (a) was in the public domain; (b) was received from a third party that lawfully possessed the Confidential Information; (c) was otherwise known by Customer prior to the disclosure of Confidential Information; or (d) was independently developed by Customer without reference to, exposure to, use of or disclosure of any Confidential Information. This confidentiality obligation shall survive the termination of the Rental Agreement.
32. **Prevailing Party.** If a Party prevails against the other Party regarding any claim arising from the Rental Agreement, then the non-prevailing Party shall reimburse the prevailing Party for costs, expenses, and attorneys' fees reasonably incurred by the prevailing Party regarding such claim.

33. **Severability.** If a court or other body of competent jurisdiction declares any term of the Rental Agreement invalid or unenforceable, then the remaining terms shall continue in full force and effect.
34. **Non-Waiver.** No right created by the Rental Agreement shall be deemed waived unless specifically and expressly waived in a writing signed by the Party possessing the right.
35. **Compliance with Laws.** The Parties shall comply with all federal and state laws and regulations applicable to their respective performance of the Rental Agreement.
36. **Access to Records.** For a period of four (4) years after CareFusion has performed the Rental Agreement, CareFusion shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General of the United States, or any of their duly authorized representatives (collectively, the "Requesting Party"), the Rental Agreement and any books, documents, and records necessary to certify the nature and extent of the costs paid by Customer to CareFusion pursuant to the Rental Agreement ("Access"). If CareFusion pays a subcontractor more than \$10,000 over a twelve (12) month period to perform the Rental Agreement, then CareFusion shall obligate the subcontractor to permit Access to the Requesting Party.
37. **Applicable Terms of GPO Agreement.** If a Group Purchasing Organization agreement ("GPO Agreement") is applicable to a Pyxis Product as of the date of the Rental Agreement and if the GPO Agreement states that identified terms of the GPO Agreement are incorporated into the Rental Agreement related to that Pyxis Product, then the identified terms of the GPO Agreement shall be incorporated into the Rental Agreement related to that Pyxis Product and shall supersede any conflicting term or condition in the Rental Agreement applicable to the Pyxis Product.
38. **Vendor Policies.** CareFusion and its employees shall comply with Customer's reasonable security rules, policies and procedures provided in writing and agreed to in advance by CareFusion ("Vendor Policies"). Customer shall notify CareFusion in writing of any substantive amendments to the Vendor Policies. Notwithstanding the foregoing, the Parties understand and agree that any alteration, modification or creation of additional obligations related to the purchase and delivery of Pyxis Products, or Customer's payment obligations or termination rights under a Rental Agreement shall become effective only by a written amendment to the Master Rental Terms and Conditions or applicable Rental Agreement executed by both Parties.
39. **Entire Agreement; Amendment.** The Rental Agreement incorporating these Master Rental Terms and Conditions constitutes the entire agreement and understanding of the Parties regarding the subject matter of the Rental Agreement and supersedes all prior written and oral agreements, proposals, and understandings between the Parties regarding the subject matter of the Rental Agreement. If any of Customer's Vendor Policies conflicts with any term or condition of a Rental Agreement, such Vendor Policies shall have no force or effect and the terms of the Rental Agreement shall prevail. No changes to a Rental Agreement shall be made or shall be binding or effective upon either Party unless documented through a written amendment to the applicable Rental Agreement executed by both Parties.

Each person signing this document represents that he/she intends to and has the authority to bind his/her respective Party to these Master Rental Terms and Conditions.

CUSTOMER

(#) 206309

Notice Address:

Address: 1 FIRE AUTHORITY ROAD
City, State ZIP: IRVINE, CA 92602

CAREFUSION SOLUTIONS, LLC

Notice Address:

3750 Torrey View Court
San Diego, CA 92130

Legal Name: ORANGE COUNTY FIRE AUTHORITY

DBA: SAME

Federal Tax ID#: _____

Sign: Debbie Casper

Print: DEBBIE CASPER

Title: PURCHASING MGR

Sign: Jim McCleskey

Print: Jim McCleskey

Title: Manager, Contracts & Billing

Date: 2/1/12Customer: ORANGE COUNTY FIRE AUTHORITY

These Master Support Terms and Conditions shall be incorporated into each Support Agreement executed by CareFusion Solutions, LLC ("CareFusion") and the customer identified in the signature block below ("Customer"), each a "Party" and, collectively, the "Parties." Each Support Agreement shall constitute a separate, independent contract between the Parties. "Pyxis Products" means, collectively, the Pyxis[®] products identified in any single Support Agreement, including the software identified in the Support Agreement, integrated into any of the Pyxis Products or a CareFusion software application delivered to Customer (collectively, "Software"). Capitalized terms used herein shall have the meanings defined herein or as used in the Support Agreement or any Rental Agreement or Purchase Agreement that identifies the Pyxis Products. Each separate Support Agreement, together with these incorporated Master Support Terms and Conditions, shall be referred to as a "Support Agreement" herein.

1. **Support Term.** The "Support Term" for a Pyxis Product consists of any period of time that CareFusion agrees to support the Pyxis Product for Customer pursuant to the Support Agreement. The period of the initial Support Term for each Pyxis Product shall be the number of months stated in the Support Agreement for that Pyxis Product. The initial Support Term for each Pyxis Product shall commence on the Term Begin Date stated in the Implementation Schedule applicable to that Pyxis Product ("Implementation Schedule"). If there is no Implementation Schedule or if there is no Term Begin Date stated in the Implementation Schedule, then the initial Support Term for a Pyxis Product shall commence on the first day of the month following the date that Pyxis Product is "Accepted" pursuant to the Rental Agreement or Purchase Agreement applicable to that Pyxis Product.
2. **Automatic Continuation of Support Term.** Either Party may terminate the Support Term for a Pyxis Product effective at the conclusion of the initial Support Term for the Pyxis Product by delivering notice of the Party's election at least sixty (60) days prior to the conclusion of the initial Support Term. If neither Party delivers such notice, then, at the conclusion of the initial Support Term (i) the Support Term for the Pyxis Product shall continue on a month-to-month basis; (ii) the Monthly Support Fee shall be the Monthly Support Fee stated for the Pyxis Product in the then-current Pyxis Product price catalog; and (iii) either Party may terminate this continued Support Term effective upon thirty (30) days prior notice.
3. **Payment of Monthly Support Fees.** Subject to the provisions of Section 5 herein, Customer shall pay the Net Monthly Support Fee stated in the Support Agreement ("Monthly Support Fee") for each Pyxis Product by check, wire, ACH or EFT on the first day of each month during the Support Term of the Pyxis Product. If Customer does not pay an amount due to CareFusion pursuant to any provision of the Support Agreement on or before the due date, then Customer shall pay a late charge at the rate of 1.5% of the unpaid amount, or the highest rate allowed by the law (whichever is lower), per month, prorated on a daily basis.
4. **Taxes.** Monthly Support Fees do not include any taxes. Customer shall pay when due any sales taxes and related interest and penalties (except those caused by CareFusion's failure to collect or remit such taxes) arising from the transactions related to the Support Agreement. If CareFusion pays any amount that Customer is obligated to pay under this Section, then Customer shall promptly reimburse CareFusion.
5. **Indexed Monthly Support Fee Increases.** CareFusion may by notice increase the then-current Monthly Support Fee for any Pyxis Product effective once every twelve (12) months by a percentage amount no greater than the sum of the then-current Consumer Price Index for medical care as reported by the U.S. Department of Labor plus two percent (2%). Monthly Support Fee increases shall be effective on the anniversary date of the commencement of the initial Support Term for the Pyxis Product.
6. **Training.** CareFusion shall provide introductory training through the station tutorial for select Pyxis Products. A schedule of available training classes is located on the CareFusion Learning Portal accessible at <http://www.carefusion.com>.
7. **Basic Services.** CareFusion shall provide the following basic support services (collectively, "Services") to Customer for each Pyxis Product from the time the Pyxis Product is Accepted, through the Term Begin Date and during the Support Term for that Pyxis Product:
 - (a) **Remote Support Services.** CareFusion shall provide remote support services ("Remote Support Services" or "RSS") through CareFusion's Technical Support Center ("TSC") 24 hours a day, 365 days a year. To permit Remote Support Services, Customer shall provide continuously-connected high-speed Internet access via Secure Socket Layer (Port 443). If Customer's system, connectivity, or personnel prevent CareFusion from performing Remote Support Services on a Pyxis Product related to a request for Services, then (i) CareFusion shall not be obligated to satisfy any response time or Uptime guaranty applicable to that Pyxis Product and (ii) if CareFusion performs field services for the Pyxis Product, Customer shall pay CareFusion's Time and Materials Fees for the field services. Customer shall permit CareFusion to install and maintain Pyxis Security Module to allow the deployment of Updates/Upgrades by RSS.

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(b) Field Service. CareFusion shall provide on-site field service necessary to keep the Pyxis Products and CareFusion's side of any interfaces performing in accordance with the material specifications of the applicable user manuals ("Properly Performing"). If CareFusion determines that it cannot make the Pyxis Products Properly Performing through repair services, then CareFusion shall replace portions of the Pyxis Product as CareFusion determines necessary to make the Pyxis Product Properly Performing.

(c) Field Service During Extended Term. If the Support Term is renewed on a month-to-month basis or is extended beyond the initial Support Term ("Extended Term"), CareFusion shall use commercially reasonable efforts to keep the Pyxis Product Properly Performing through repair services only during the Extended Term. If CareFusion cannot repair the Pyxis Product using commercially reasonable efforts during the Extended Term, CareFusion shall have no further service or replacement obligation with respect to that Pyxis Product.

(d) Procedure to Obtain Services. Customer shall promptly contact TSC if the Pyxis Product is not Properly Performing. TSC will work with the Customer to perform initial troubleshooting. If the issue/problem cannot be repaired in a timely manner through telephone and remote support, then CareFusion shall use commercially reasonable efforts to provide field service within twenty four (24) hours of Customer's initial call to TSC regarding the issue. Customer shall provide CareFusion with entry and access to the Pyxis Product to provide regular service and repair. Promptly following the completion of any Field Service, Customer shall perform an audit of the proper communication of transactions between the Pyxis Product and Customer's information system.

(e) Guaranteed Response Time. CareFusion guarantees that dispatched on-site field service representatives will arrive at the location of the Pyxis Product within twenty four (24) hours from the time of dispatch from TSC*. If, due to the sole fault of CareFusion, a field service representative does not arrive within this guaranty period and if Customer provides written notice to CareFusion within ten (10) days following the end of the calendar month in which such dispatch occurred, then, as Customer's sole and exclusive remedy, CareFusion shall credit Customer five percent (5%) of the Monthly Support Fee for the Pyxis Product subject to the response time guaranty.

*Notwithstanding anything to the contrary set forth herein or the Support Agreement, CareFusion guarantees that dispatched on-site field service representatives will arrive at the location of the Pyxis® Control Center within forty-eight (48) hours from the time of dispatch from TSC.

(f) Interface Modification. If CareFusion modifies an interface between a Pyxis Product and Customer's system/network as part of Services, then, upon completion of the modification, Customer shall promptly test the interface to verify that the interface functions properly. Customer's sole remedy related to interface functionality shall be for CareFusion to modify CareFusion's side of the interface to provide full functionality.

(g) Replacement Parts. CareFusion shall adjust and replace non-consumable parts in the Pyxis Products as CareFusion deems necessary to keep the Pyxis Products Properly Performing. CareFusion shall furnish maintenance and replacement parts on an exchange basis.

(h) Pyxis CUBIE® Pockets. CareFusion shall replace Pyxis CUBIE® pockets that fail to work for any reason other than an External Cause.

(i) Preventative Maintenance. At Customer's request, CareFusion shall perform on-site preventative maintenance of Pyxis Products in accordance with CareFusion's internal preventive maintenance schedule (as modified from time to time) for each Pyxis Product.

(j) Software Updates and Upgrades. If CareFusion generally releases an Update/Upgrade to the Software, then CareFusion shall install the Update/Upgrade, deliver notice to Customer of the Update/Upgrade, and Customer shall promptly perform an audit of the proper communication of transactions between the Pyxis Product and Customer's information system. An "Update" shall include bug fixes, patches, error corrections, virus updates, minor enhancements or modifications to existing features to maintain the security or operation of the Software. An "Upgrade" shall include new applications, functionality enhancements or other improvements to the Software; provided however, an Upgrade shall not include any hardware, third party software, or any software that CareFusion generally licenses as a separate product from the Software.

8. Non-Covered Items and Services. The following are excluded from the Services provided by CareFusion under the Support Agreement:

(a) External Causes. If the Pyxis Product is not Properly Performing in part because of abuse, misuse, vandalism, modification, alteration, unauthorized adjustment, unauthorized repair, equipment not installed by CareFusion, a computer virus introduced to the Pyxis Product by a source other than CareFusion, or any other cause external to the Pyxis Product, or Customer prevents Updates/Upgrades thereof to be installed through the Pyxis Security Module or by other means chosen by CareFusion (collectively, "External Causes"), then CareFusion shall not be obligated to provide Services regarding the portion or part of the Pyxis Product or the functionality adversely affected by an External Cause.

Master Support Terms and Conditions

(b) Service for External Causes. If Customer requests that CareFusion attempt to correct a Pyxis Product problem attributable to an External Cause, then (i) CareFusion shall promptly use commercially reasonable efforts to perform services and, if necessary, provide replacement parts to make the Pyxis Product Properly Performing; (ii) CareFusion shall provide an invoice to Customer stating the charges for the services and parts used on a time and materials basis at CareFusion's then-current rates and prices (the "Time and Materials Fees"); and (iii) within thirty (30) days after receiving an invoice stating Time and Materials Fees, Customer shall pay the Time and Materials Fees.

(c) Consumables. Services do not include the acquisition, replacement or installation of consumables, which include, but are not limited to, batteries, paper and toner. Notwithstanding the foregoing, CareFusion shall provide and replace light bulbs for Pyxis Products as part of Services provided under the Support Agreement.

9. **Service Care Plan.** If Customer elects CareFusion's *Service Care Plan* for the Pyxis Products, an additional cost election under the Support Agreement, Services shall include the Basic Services set forth under Section 7, in addition to the following:

(a) Guaranteed Response Time. Instead of the response time guaranty provided under Section 7(e), above, CareFusion guarantees that dispatched on-site service representatives will arrive at the location of the Pyxis Product within the number of hours designated by the Parties under the Support Agreement, either eight (8) or twenty four (24) hours, calculated from the time of dispatch from TSC*. If, due to the sole fault of CareFusion, a service representative does not arrive within this guaranty period and if Customer provides written notice to CareFusion within ten (10) days following the end of the calendar month in which such dispatch occurred, then, as Customer's sole and exclusive remedy, CareFusion shall credit Customer twenty percent (20%) of the Monthly Support Fee for the Pyxis Product subject to the response time guaranty.

Notwithstanding anything to the contrary set forth herein or the Support Agreement, CareFusion guarantees that dispatched on-site field service representatives will arrive at the location of the Pyxis Control Center within forty-eight (48) hours from the time of dispatch from TSC.

(b) Guaranteed Product Uptime. A Pyxis Product that is Remote Support Services function enabled ("RSS-Enabled Pyxis Product") shall be Properly Performing ("Up") at least ninety-seven percent (97%) of the total number of hours during each calendar month of the Support Term ("Uptime"). CareFusion will determine if an RSS-Enabled Pyxis Product is not Up beginning on the date and time that CareFusion identifies such product as down (i.e., not in service) by Open Service Case status. "Open Service Cases" exclude cases opened at Customer's request for issues other than device break/fix issues. An RSS-Enabled Pyxis Product shall nevertheless be considered Up during (i) the performance of scheduled preventative maintenance; (ii) Customer-initiated delays; (iii) any period that an RSS-Enabled Pyxis Product is not Properly Performing because of an External Cause; and (iv) any period that Customer or Customer's system does not permit CareFusion to provide Services related to the RSS-Enabled Pyxis Product.

The Uptime calculation for the Pyxis Product shall be as follows:

$$((\text{Total \# of devices at a Site} * 24 \text{ Hrs per day} * \# \text{ days in the month}) - (\text{Total \# of Service Case hours in the month for that site})) / (\text{Total \# of devices at a Site} * 24 \text{ Hrs per day} * \# \text{ days in the month}) = \text{Uptime.}$$
 Service Case hours means the total number of hours required to resolve a reported issue for a Pyxis Product, from the time a case is opened by the TSC until it is closed.

(c) Credit. If collectively, the RSS-Enabled Pyxis Products are not Up for at least ninety-seven percent (97%) of the total number of hours during a calendar month of the Support Term (each, a "Compensable Month") and conditioned upon: (i) Customer's providing written notice to CareFusion of such downtime within thirty (30) days following the end of any calendar quarter; and (ii) CareFusion's verification of Customer's claim; then, as Customer's sole and exclusive remedy, CareFusion shall credit Customer five percent (5%) of the Total Monthly Support Fee(s) for all RSS-Enabled Pyxis Product(s) subject to the response time guaranty. Any credit will be applied in the month following the end of the next business quarter.

(d) Unit Relocations. Upon thirty (30) days advance notice from Customer, CareFusion shall relocate a Pyxis Product from the Customer facility in which the Pyxis Product was initially installed to another of Customer's facilities not more than one hundred (100) miles distant.

(e) Communications. CareFusion shall provide the labor, but not the hardware or software, to install upgrades to Customer's network communication methods.

(f) Interfaces. CareFusion shall provide scheduled interface changes, upgrades, and conversions to CareFusion's side of the standard ADT and Billing Interfaces for Pharmacy and Materials Management, as well as Profile Interfaces for pharmacies where the Pyxis Profile system is in place. Interface changes consist of adding features and/or functionality to the standard interfaces.

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10. Service Care Plan with Preferred Support. If Customer elects CareFusion's *Service Care Plan with Preferred Support* for the Pyxis Products, an additional cost election under the Support Agreement, Services shall include the Services set forth under Sections 7 and 9, in addition to the following:

(a) Guaranteed Response Time. Instead of the response time guarantees provided, above, during each calendar month, CareFusion guarantees that on-site service representatives will arrive at the location of the Pyxis Product within four (4) hours from the time of dispatch by TSC* on ninety five percent (95%) of the Service calls placed that calendar month. If, due to the sole fault of CareFusion, such guarantee is not met and if Customer provides written notice to CareFusion of such failure of this response time guaranty within thirty (30) days following the end of any calendar quarter, then, as Customer's sole and exclusive remedy, CareFusion shall credit Customer five percent (5%) of the ship-to Monthly Support Fee for the Pyxis Product(s) subject to the response time guaranty. Any credit will be applied in the month following the end of the next business quarter.

*Notwithstanding anything to the contrary set forth herein or the Support Agreement, CareFusion guarantees that dispatched on-site field service representatives will arrive at the location of the Pyxis® Control Center within forty-eight (48) hours from the time of dispatch from TSC.

(b) Guaranteed Product Uptime. If collectively, the RSS-Enabled Pyxis Products are not Up for at least ninety-seven percent (97%) of the total number of hours during a Compensable Month (as defined in Section 9(b) above, as such Uptime is determined as set forth therein) and conditioned upon: (i) Customer's providing written notice to CareFusion of such downtime within thirty (30) days following the end of any calendar quarter; and (ii) CareFusion's verification of Customer's claim; then, as Customer's sole and exclusive remedy, CareFusion shall credit Customer ten percent (10%) of the Total Monthly Support Fee(s) for all RSS-Enabled Pyxis Product(s) subject to the response time guaranty.

(c) Customized Performance Reporting. CareFusion shall provide a monthly report of Customer's service call activity, TSC cases and performance related to applicable response time or Uptime guarantees within fifteen (15) business days after each calendar month during the Support Term for the Pyxis Products.

(d) Direct Access to TSC Manager Representative. CareFusion shall designate a manager from the TSC who will be available during CareFusion's business hours for Customer's direct access regarding overall quality of TSC support.

(e) Direct Access to Field Service Representative. A local CareFusion Service Manager shall be designated and available to discuss Customer's level of satisfaction with the Services provided and consider any suggestions Customer may have for improving the quality of Services provided under the Support Agreement.

11. Customer Cancellation of On-Site Service. Customer may cancel scheduled on-site Services by delivering notice to TSC five (5) business days prior to the scheduled start date ("Proper Notice"). If Customer cancels or otherwise prevents CareFusion from performing scheduled on-site Services without providing Proper Notice, then CareFusion may charge and Customer shall pay CareFusion the reasonable costs incurred by CareFusion because of the lack of Proper Notice.

12. Medication Handling. CareFusion employees and agents ("CareFusion Personnel") shall not physically handle Customer's medications. Customer must be physically present and capable of observing CareFusion Personnel during any Service activity or in any situation in which CareFusion Personnel have access to Customer's medications. If Customer fails to provide personnel to handle Customer's medications or to directly supervise CareFusion Personnel regarding Services where medications are present, then CareFusion may re-schedule the affected Service activity and, upon invoice, Customer shall reimburse CareFusion for expenses incurred related to re-scheduling that activity.

13. Mutual Indemnification. Each Party (the "Indemnifying Party") shall indemnify and hold the other Party (the "Indemnified Party") harmless from and shall defend the Indemnified Party against any claims asserted against the Indemnified Party for losses, injuries, or damages caused by the Indemnifying Party's conduct.

14. Exclusion of Consequential Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS OR PROFITS, EVEN IF A PARTY RECEIVES NOTICE IN ADVANCE THAT THESE KINDS OF DAMAGES MIGHT RESULT. This Section shall not limit a Party's right to indemnification from the other Party pursuant to Section 13 or Customer's obligation to make all payments due under the Support Agreement.

15. Default by CareFusion. If CareFusion fails to cure any breach of CareFusion's obligation to provide Services regarding a Pyxis Product within thirty (30) days (the "Cure Period") after delivery of notice from Customer identifying the conduct in breach, then Customer may by notice elect to cancel the then-remaining Support Term for that Pyxis Product.

16. Default by Customer. If Customer fails to pay any payment required by the Support Agreement or by any other contract between the Parties within ten (10) days after CareFusion delivers notice to Customer that the payment is past due, then CareFusion may by notice elect one or more of the following remedies to the extent permitted by applicable law and in addition to and without prejudice to any other remedy available at law or equity: (a) suspend performance of the Support Agreement until Customer satisfies the outstanding obligation(s) and/or (b) cancel one or more Support Terms.

Master Support Terms and Conditions

17. **Governing Law.** The Support Agreement shall be governed by the laws of the state identified in Customer's Notice Address, below, without regard to that state's conflict of laws provisions.
18. **Prevailing Party.** If a Party prevails against the other Party regarding any claim arising from or related to the Support Agreement, then the non-prevailing Party shall reimburse the prevailing party for costs, expenses, and attorneys' fees reasonably incurred by the prevailing party regarding such claim.
19. **Notices.** Any notice from one Party to the other Party related to the Support Agreement shall be in writing and delivered either by hand, overnight courier, or first class mail (certified or registered, return receipt requested, postage prepaid) to the receiving Party's Notice Address stated below. A notice shall be deemed to be given when delivered if by hand or by overnight courier and three (3) days after mailed if by certified or registered mail. Either Party may change its Notice Address upon delivery of notice to the other Party.
20. **Confidentiality.** Except as required by law, Customer shall not disclose to a third party the terms of or issue any public statement regarding the Support Agreement ("**Confidential Information**") without CareFusion's prior written approval. This confidentiality obligation shall not apply if Customer can reasonably demonstrate that any such Confidential Information (a) was in the public domain; (b) was received from a third party that lawfully possessed the Confidential Information; (c) was otherwise known by Customer prior to the disclosure of Confidential Information; or (d) was independently developed by Customer without reference to, exposure to, use of or disclosure of any Confidential Information. This confidentiality obligation shall survive the termination of the Support Agreement.
21. **Severability.** If a court or other body of competent jurisdiction declares any term of the Support Agreement invalid or unenforceable, then the remaining terms shall continue in full force and effect.
22. **Non-Waiver.** No right created by the Support Agreement shall be deemed waived unless specifically and expressly waived in a writing signed by the Party possessing the right.
23. **Compliance with Laws.** The Parties shall comply with all federal and state laws and regulations applicable to their respective performance of the Support Agreement.
24. **Access to Records.** For a period of four (4) years after CareFusion has performed the Support Agreement, CareFusion shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General of the United States, or any of their duly authorized representatives (collectively, the "**Requesting Party**"), the Support Agreement and any books, documents, and records necessary to certify the nature and extent of the costs paid by Customer to CareFusion pursuant to the Support Agreement ("**Access**"). If CareFusion pays a subcontractor more than \$10,000 over a twelve (12) month period to perform the Support Agreement, then CareFusion shall obligate the subcontractor to permit Access to the Requesting Party.
25. **Applicable Terms of GPO Agreement.** If a Group Purchasing Organization agreement ("**GPO Agreement**") is applicable to a Pyxis Product as of the date of the Support Agreement and if the GPO Agreement states that identified terms of the GPO Agreement are incorporated into the Support Agreement related to that Pyxis Product, then the identified terms of the GPO Agreement shall be incorporated into the Support Agreement related to that Pyxis Product and shall supersede any conflicting term or condition in the Support Agreement applicable to the Pyxis Product.
26. **Vendor Policies.** CareFusion and its employees shall comply with Customer's reasonable security rules, policies and procedures provided in writing and agreed to in writing in advance by CareFusion ("**Vendor Policies**"). Customer shall notify CareFusion in writing of any substantive amendments to the Vendor Policies. Notwithstanding the foregoing, the Parties understand and agree that any alteration, modification or creation of additional obligations related to the purchase and delivery of Pyxis Products, or Customer's payment obligations or termination rights under a Support Agreement shall become effective only by a written amendment to the Master Support Terms and Conditions or applicable Support Agreement executed by both Parties.
27. **Entire Agreement; Amendment.** The Support Agreement incorporating these Master Support Terms and Conditions constitutes the entire agreement and understanding of the Parties regarding the subject matter of the Support Agreement and supersedes all prior written and oral agreements, proposals, and understandings between the Parties regarding the subject matter of the Support Agreement. If any of Customer's Vendor Policies conflicts with any term or condition of a Support Agreement, such Vendor Policies shall have no force or effect and the terms of the Support Agreement shall prevail. No changes to a Support Agreement shall be made or shall be binding or effective upon either Party unless documented through a written amendment to the applicable Support Agreement executed by both Parties.

Master Support Terms and Conditions

Each person signing this document represents that he/she intends to and has the authority to bind his/her respective Party to these Master Support Terms and Conditions.

CUSTOMER (#) 206309

CAREFUSION SOLUTIONS, LLC

Notice Address:

Notice Address:

Address: 1 FIRE AUTHORITY ROAD
City, State ZIP: IRVING, CA 92602

3750 Torrey View Court
San Diego, CA 92130

Legal Name: ORANGE COUNTY FIRE AUTHORITY
DBA: ORANGE COUNTY FIRE AUTHORITY
Federal Tax ID#: _____

Sign: Debbie Casper

Sign: _____

Print: DEBBIE CASPER

Print: Jim McCleskey

Title: PURCHASING MANAGER

Title: Manager, Contracts & Billing

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: Emergency Medical Services (EMS)	Requested By: Robert Acosta	Date: 05/22/2017
Recommended Vendor: CareFusion	Vendor Contact: Loren Beck	Vendor's E-mail Address: loren.beck@BD.com
Vendor Address: 3750 Torrey View Court San Diego, CA 92130		Vendor's Telephone #: (949)632-2201
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): 6/30/2017-6/30/2022	Contract Amount: \$235,197.00
<i>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).</i>		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.**

CareFusion is currently the sole vendor of the automated Pyxis Specialty Station for narcotic distribution system. The Pyxis system allows for secure storage and distribution of narcotics that meets the DEA regulatory requirements.

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.**

CareFusion is the sole source distributor of the Pyxis system. The Pyxis system was first selected as a result of an RFP process and was implemented in 2006. Extending the lease agreement for an additional five year period will allow OCFA to upgrade the current equipment to the latest operating system and save OCFA \$30,418.20 over the current lease and

SECTION III – JUSTIFICATION (continued)

maintenance rate.

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.

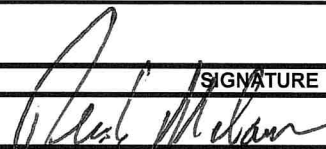
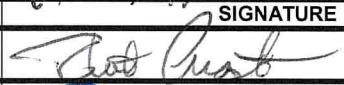

The previous lease and support agreement was \$53,123.04. The new contract is \$47,039.40 for a savings of \$6,083.64 annually. The purchase price for each of these units is between \$30,000 - \$50,000. Staff has determined it is more cost effective to lease.

4. Will this purchase obligate the OCFA to future purchases (maintenance, licensing or continuing needs)?


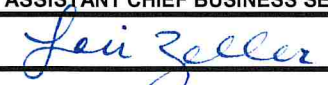
(If yes, please explain how and what the future costs will be.)

Yes, as long as the OCFA continues to use the Pyxis system for narcotics distribution, it will be necessary to maintain a lease and maintenance contract. The contract provides the leased equipment, needed support, maintenance, service, and upgrades to keep the system running.

Sole Source Request Submitted by:

REQUESTORS NAME	SIGNATURE	DATE
Neal McCann		05/22/2017
DIVISION CHIEF/SECTION MANAGER NAME	SIGNATURE	DATE
Robert Acosta		05/22/2017
ASSISTANT CHIEF NAME	SIGNATURE	DATE
Brian Young		6.14.17

Purchasing Manager's Comments:

PURCHASING MANAGER'S APPROVAL	DATE
	6/14/17
ASSISTANT CHIEF BUSINESS SERVICES CONCURRENCE	DATE
	6/14/17

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

Executive Committee Approved: ☐ Yes ☐ No Date approved _____



Addendum to Rental Agreement Technology Advancement Program Option For *Pyxis MedStation®* System

Effective as of the date of both signatures below (“Effective Date”), this addendum (“Addendum”) modifies the Rental Agreements 1000112817 (“Rental Agreement”) between CareFusion Solutions, LLC (“CareFusion”) and the Customer identified below (“Customer”). This Addendum applies to any Pyxis MedStation® 4000 system main, auxiliary, console and workstation (each, a “Current MedStation Product”) and any Pyxis® Anesthesia 4000 system main (each, a “Current PAS Product”) hereunder. Terms defined in the Rental Agreement shall have the same meanings in this Addendum. If any term or condition of the Rental Agreement conflicts with a term or condition of this Addendum, then the term or condition of this Addendum shall control.

1. One-Time Option to Upgrade to Pyxis MedStation® ES System. Customer will have a one-time option to upgrade each Current MedStation Product to a Pyxis MedStation® ES product (“MedStation ES Product”) with no increase to net Monthly Rental or Monthly Support Fees, subject to the following terms and conditions:

1.1 Option Period. Customer’s option to contract for a MedStation ES Product pursuant to the Technology Advancement Program will be effective as of the twenty-fourth (24th) month of the initial Rental Term for a Current MedStation Product and will continue through its thirty-sixth (36th) month (“Option Period”). If an amendment to the Agreements memorializing the terms and conditions applicable to the acquisition of a MedStation ES Product hereunder (hereafter, “TAP Amendment”) is not executed by Customer during the Option Period, then effective as of the first day following the Option Period, this option will expire and this Addendum will have no force or effect.

1.2 Technology Advancement Program Terms and Conditions. The TAP Amendment executed by Customer during the Option Period will be subject to the following:

(a) Upgrade Configuration.

1. Kit Upgrade to MedStation ES Products. If a Current MedStation Product is acquired as a “New Unit” under the Rental Agreement, then the product will be upgraded to a MedStation ES Product via Kit Upgrade. For purposes of this Addendum, a “Kit Upgrade” will mean the exchange of the Current MedStation Product software for the MedStation ES Product software (“Upgrade Software”). If replacement hardware or computer components are a required part of the Upgrade Software functionality, then the applicable hardware or computer component will be provided with the Kit Upgrade. A Kit Upgrade *will not* include: (i) software that CareFusion markets and sells as a stand-alone product separate from a MedStation ES Product; (ii) a new cabinet, drawers or any other hardware that is not part of a MedStation ES Product; and (iii) any hardware substitution or addition.
2. New Unit Upgrade to MedStation ES Products. If a Current MedStation Product is listed as a “Kit Upgrade” per the Product Schedule attached to the Rental Agreement, then the product will be replaced with a new MedStation ES Product on a like-for-like product hardware and software basis. If the Pyxis MedStation® ES system does not include a replacement product for a Current MedStation Product, then that product will be omitted from the TAP Amendment.
3. CareFusion Coordination Engine. Customer may elect one of three options for the CareFusion Coordination Engine - the integration engine for MedStation ES Products providing connectivity and integration with Customer’s IT system and multiple other Pyxis MedStation® system products, including: (i) a software only option (for VMware v. 4.0 or above), (ii) a VMware version, or (iii) a hardware with VMware version (each option referred to as “CCE” hereunder). If Customer elects option (i) or (ii), then CCE will be provided by CareFusion at no additional charge pursuant to the TAP Amendment; provided, however, that Customer will provide any supporting hardware or third party software required to run CCE (e.g., operating system and SQL licenses) meeting minimum specifications to be provided by CareFusion. Option (iii) will be available for an additional fee as a bundled package, including all hardware and software required to run CCE.
4. Pyxis® Enterprise Server. Customer may elect one of three options for the Pyxis® Enterprise Server, including: (i) a software only option (for VMware v. 4.0 or above), (ii) a VMware version, or (iii) hardware with VMware. If Customer elects option (i) or (ii), then the Pyxis® Enterprise Server will be provided by CareFusion at no additional charge under the TAP Amendment; provided, however, that Customer will provide any supporting hardware or third party software required to run the Pyxis Enterprise Server (e.g., operating system and SQL licenses) meeting minimum specifications to be provided by CareFusion. Option (iii) will be available for an additional fee as a bundled package, including all hardware and software required to run the Pyxis Enterprise Server.

- (b) Extended Rental and Support Terms. The TAP Amendment will extend the initial Rental and Support Terms for the MedStation ES Products by thirty-six (36) months from the initial Rental and Support Term end date under the Rental Agreement and Support Agreement ("Extended Initial Term").
- (c) Monthly Rental and Support Fees. Subject to Customer's elections pursuant to Subsection 1.2(a) above, Monthly Rental and Support Fees for each MedStation ES Product during the Extended Initial Term will be the same as the Monthly Rental and Monthly Support Fees for the Current MedStation Product with a like hardware and software configuration under the Rental Agreement. During the Extended Initial Term, Section 5 of the Master Support Terms and Conditions (*Indexed Monthly Support Fee Increases*) will have no application to Monthly Support Fees for the MedStation ES Products. Customer will continue to pay all applicable fees under the Rental Agreement and Support Agreement for the Current MedStation Products during the Option Period and Implementation Activities without interruption.
- (d) Additional Documentation. At the time the TAP Amendment is executed, Customer will also execute the following:
1. Implementation Timeline. An Implementation Timeline requiring each Party to complete its Implementation Activities by a date to be mutually agreed to by the Parties ("Go Live Date").
 2. Amended Support Terms and Conditions. An Amendment to the Master Support Terms and Conditions, including the terms and conditions required for Support related to MedStation ES Products.
- (e) Acceptance. Customer will Accept each MedStation ES Product pursuant to Section 5 of the Master Rental Terms and Conditions (*Acceptance*). Effective as of the date of Acceptance, (i) a MedStation ES product will be a Pyxis Product under the Rental Agreement; and (ii) Customer's obligation to pay Monthly Rental and Support Fees for the Current MedStation Product will terminate and its obligation to pay the applicable fees for the MedStation ES Product under the TAP Amendment will begin. This Addendum and the TAP Amendment will have no effect on any other Pyxis Product under a Rental Agreement unless expressly agreed to by the Parties in writing.

Each person signing this document represents that he/she intends to and has the authority to bind his/her respective Party to this Addendum.

ORANGE COUNTY FIRE AUTHORITY

(#10046889)

1 Fire Authority Rd.
Irvine, CA 92602

CAREFUSION SOLUTIONS, LLC

3750 Torrey View Court
San Diego, CA 92130

Legal Name: _____

Sign: _____

Print: _____

Title: _____

Date: _____

Sign: _____

Print: _____

Title: _____

Date: _____



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
June 22, 2017

Agenda Item No. 3I
Consent Calendar

Award of Contracts for
Roofing 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 award a three-year blanket order and agreement for roofing maintenance and repair to C.I. Services, Inc. (CI Services) and Robinson Roofing, Inc. (Robinson Roofing), as a result of a competitive Request for Proposal (RFP) process, in an aggregate amount not to exceed \$200,000 annually.

Prior Board/Committee Action(s)

Not Applicable

RECOMMENDED ACTION(S)

1. Approve and authorize the Purchasing Manager to sign the agreements and establish blanket orders with C.I. Services, Inc. (\$150,000) and Robinson Roofing, Inc. (\$50,000) for as-needed roofing maintenance/repair services in an aggregate amount not to exceed \$200,000 annually (\$600,000 during the three-year contract).
2. Approve and authorize the Purchasing Manager to redistribute or adjust the annual amount between the two contractors as requested by the department so long as the aggregate amount does not exceed \$200,000 annually.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funds are available in the current budget and in the approved FY 2017/18 Budget.

Background

Property Management is responsible for the maintenance and repair of OCFA's 22-acre headquarters, 72 fire stations, USAR Warehouse & 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 responding to service requests. C.I. Services has been providing roofing maintenance and repair services to OCFA for the past five years as a result of a competitive solicitation process.

RFP Process

On March 22, 2017, RFP RO2197 was issued and sent to 46 registered vendors on Planet Bids with the intent to establish multiple annual contracts for as-needed roofing maintenance and repair services. A non-mandatory pre-proposal meeting was held on April 13, 2017, and representatives from seven companies attended. Final proposals were due April 26, 2017, and two proposals were received. Additional information about the evaluation process is provided in Attachment 1.

Recommendation for Award

Based on the results of the RFP evaluation process, staff is recommending the award of two contracts for roofing maintenance and repair services as follows: C.I. Services, Inc. (\$150,000) and Robinson Roofing, Inc. (\$50,000) in an aggregate annual amount of \$200,000 and to allow for the Purchasing Manager to redistribute or adjust the funding between the two contracts as requested by the department, so long as the aggregate amount of both agreements does not exceed \$200,000 annually. 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) (*On file in the Office of the Clerk and available upon request.)

1. Summary of Evaluation Process and Results for Roofing Maintenance and Repair
2. *RFP RO2197
3. *C.I. Services Inc. Agreement with Proposal
4. *Robinson Roofing Inc. Agreement with Proposal

Evaluation

An evaluation team consisting of three staff members, two from Property Management, and one from the Clerk of the Authority, 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, both respondents were recommended contract awards.

Scoring

Final evaluation scores resulted in C.I. Services as the overall number one ranked contractor with Robinson roofing as the second ranked contractor overall. Evaluation scores are shown below:

	C.I. Services Inc.			Robinson Roofing		
OCFA Cost Proposal	\$198,035.29			\$247,684.44		
Evaluators	1	2	3	1	2	3
A. Method of Approach (20)	20	10	20	16	20	18
B. Qualifications & Experience (30)	30	24	30	24	21	27
C. Communications and Resources (10)	10	10	10	9	10	9
C. Proposed Cost (40)	40	40	40	31.98	31.98	31.98
Sum of Proposal Ratings	100.00	84.00	100.00	80.98	82.98	85.98
Ranking	1	1	1	2	2	2
Written Sum of Ranking	3			6		



ORANGE COUNTY FIRE AUTHORITY

Request for Proposal Roofing Repair and Maintenance Services

DATE: March 22, 2017

RFP Number: RO2197

The Orange County Fire Authority (OCFA) is requesting proposals for roofing repair and maintenance 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., April 26, 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, April 26, 2017.

LATE PROPOSALS WILL NOT BE ACCEPTED

A **non-mandatory** pre-proposal conference is scheduled on **Thursday, April 13, 2017 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 **April 11, 2017 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 RO2197, 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 roofing repair and maintenance 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	March 22, 2017
Online Q & A	April 11, 2017; 11:00 A.M.
Pre-Proposal Conference	April 13, 2017; 10:00 A.M.
Due date for Proposals	April 26, 2017 no later than 11:00 A.M.
Tentative date for interviews	May, 2017
Award Contract (Tentative)	June, 2017

TERM OF AGREEMENT

The term of the agreement should reflect services and costs for a three-year period, 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 **April 13, 2017; 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: **April 26, 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 – RO2197 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 roofing repair and maintenance services on an as needed basis. The successful contractor will provide roofing repair and maintenance services including all personnel, labor, supervision, materials, tools and equipment required to maintain and repair roofing systems of OCFA's seventy-two (72) fire stations, a 33,870 SQFT warehouse, 7 bay air operations hangar 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:

- Roof leaks and moisture
- Blow-offs, tenting, reduced wind uplift resistance, and billowing
- Lack of maintenance
- Initial installation issues
- Ponding water
- Punctures and additions of penetrations post-installation
- Safety and other code requirements
- Shrinkage
- Blistering
- Deteriorated or damaged flashing (head wall, wall step, plumbing vent etc...)
- Cracked, missing, or deteriorated sealant

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 roofing repair and maintenance services.
- 2) Contractor must possess a valid California **C-39** 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.

Roofing Work

i. C-39 – Roofing Contractor

A roofing contractor installs products and repairs surfaces that seal, waterproof and weatherproof structures. This work is performed to prevent water or its derivatives, compounds or solids from penetrating such protection and gaining access to material or space beyond. In the course of this work, the contractor examines and/or prepares surfaces and uses the following material: asphaltum, pitch, tar, felt, glass fabric, urethane foam, metal roofing systems, flax, shakes, shingles, roof tile, slate or any other roofing, waterproofing, weatherproofing or membrane material(s) or a combination thereof.

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.

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

- i. Make necessary repairs to ensure that equipment, components or fixtures are operating properly and according to the manufacturer's specifications.
- ii. Ensure that any items used to make repairs meet or better the original manufacturer (OEM) specifications.
- iii. 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.

c. 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.

E. Specific Work for Preventative Maintenance

d. Service Inspections

- I. Perform a complete inspection of all roof sections of the facilities listed on Attachment A. A roof section is defined as an area of roof, which is separated from an adjacent roof area by a wall, a change in elevation, or an expansion joint.
- II. Measure and record the size of each roof section; provide two (2) dimensional plan and pertinent details and sections in digital format capable of being appended /attached.
- III. Perform complete roofing survey. Assess individual components of roof system and assign rated values for each component/percentage of component.
- IV. Using infrared thermal imaging check for entrapped water within built-up membrane. The contractor shall have certification of level III by ASNT for this purpose. Include complete information of such entrapments in the report. Indicate such entrapments in the roof plans.
 - i. The report shall clearly indicate the findings of infrared imaging, even if there are no entrapments.
- V. Document inspection findings on roof plans. Inspection data and roof plans shall document as a minimum the information required below. Sample inspection data and roof plan shall be part of the submittal.
 - i. Interview tenants, manufacturers, contractors, and maintenance personnel, as necessary, to ascertain information on current condition.
 - ii. Observe exterior of building and document conditions including, but not limited to:
 - 1. Cracked, broken, or out-of-plumb walls or other evidence of settlement or movement of foundation and/or walls.
 - 2. Level eaves, curbs, rooflines, and parapets.
 - 3. Condition of overhangs, cornices, fascia, edgings, copings, capstones, scupper heads, gutters, and down spouts.
 - 4. Check for water damage to exterior of building and identify cause.
 - 5. Verify all gutters and down spouts are adequately sized, properly positioned, open and functional.
 - 6. Verify drainage from roof runoff is away from foundation, where applicable.

- iii. Examine interior of building for problems indicating existing or potential roof problems.
 - 1. List observed cracks, settlement, or out-of-plumb walls, ceilings, or columns.
 - 2. Note evidence of moisture and leaks, past or present, including spalling mortar, water marks, rust, damage to plaster, paint, and other finishes.
 - 3. Verify deck type and condition, where observable.
 - 4. Inspect roof and document findings.
- iv. Verify accuracy of existing roof plans and details, including dimensions; make corrections where needed; develop plans and details where none exist. Document:
 - 1. The square footage of each roof section.
 - 2. Roof drain size, material, manufacturer, and location.
 - 3. Scupper size, material, and location.
 - 4. Gutter and downspout size, materials, and location.
 - 5. Pattern and amount of slope.
 - 6. Show height of each roof level.
- v. Document size, type, condition, and location of all surface mounted equipment, penetrations, projections including, but not limited to:
 - 1. Soil stacks and flashing.
 - 2. Skylights, sky domes, and flashing.
 - 3. Hatch covers and flashing.
 - 4. Chimneys and flashing.
 - 5. HVAC equipment and flashing.
 - 6. Water cooling towers and flashing.
 - 7. Vents/exhausts and flashings.
 - 8. Antennae and guy wires and flashing.
 - 9. Conduit and pipe and flashing.
 - 10. Drains and flashing.
 - 11. Other pertinent projections of equipment.
- vi. Record location and type of access to each roof area.
- vii. Identify type, make-up, and condition of roof system components from historical data and visual inspection, where possible.
 - 1. Existing roof type and material.
 - 2. Type and Number of roof plies.
 - 3. Type and extent of roof membrane defects.
 - 4. Slope of roof.
 - 5. Deck type.
 - 6. Deck thickness, where accessible
 - 7. Deck condition, where accessible.
 - 8. Vapor retarder type.

9. Base sheet type and attachment.
 10. Insulation type and thickness.
 11. Insulation attachment method.
 12. Make-up and number of additional roof systems, if any. Roof core shall be extracted unless prevented by construction or existing warranty.
 13. When core samples are taken for determination of condition or saturation, the details of findings must be reported in the 'roof evaluation report'. The test reports must be attached to the reports in all cases of core sampling.
- viii. Presence of asbestos and core samples: If historical information proves to be inaccurate by visual inspection and if roof section is not under warranty, perform roof core cuts on each non-metal roof section to ascertain makeup of roof system and to analyze condition of system components. On roof sections where core cuts are taken, perform sample testing for asbestos. All core cuts and sampling for asbestos shall be made by a Certified Asbestos Inspector.
1. Document on plan, the location and date of each core cut and sampling for asbestos with test results.
 2. Take minimum of three (3) samples of each suspect homogeneous material for asbestos testing from each roof level. Samples shall be taken from flashings, pitch pans, if present, and from core cut materials.
 3. Repair core cut and sampling areas with materials and methods acceptable to roof membrane manufacturer (for warranty) or industry standard for a watertight seal.
 4. Testing must be performed by a testing laboratory accredited by the National Institute of Standards and Technology's Voluntary Laboratory Accreditation Program. (NISTVLAP).
- ix. Note general condition/appearance of roof and roof-mounted equipment.
1. Indicate presence of foreign and roofing repair debris, vegetation, and clogged drains.
 2. Record use/misuse of roof by tenants or neighbors.
 3. Record missing, loose, or damaged equipment access panels, rain hoods, roof flashing components, etc.
 4. Document scouring or uneven distribution of gravel.
 5. Report discharge to roof of lubricants, fluids, condensation, or other contaminants from equipment.
 6. Ponded water or evidence of standing water.
 7. Water removal system.
 8. View perimeter and document:
 - a. Flashing construction and details.
 - b. Curb or parapet covering type, condition, method of attachment.
 - c. Condition of sealant or mortar at membrane, capstone, or metal joints.

- d. Condition, construction and type of parapet or upper story walls.
- e. Type, condition, and method of attachment of metal members.
- f. Type, condition, and use of fasteners.
- 9. Inspect and report condition of perimeter details including:
 - a. Perimeter edge.
 - b. Edge flashing detail.
 - c. Edge detail mounting method.
 - d. Parapet walls.
 - e. Parapet wall coatings.
 - f. Copings.
 - g. Coping joints.
 - h. Wall flashing.
 - i. Wall flashing mounting method.
 - j. Reglets.
- 10. Document construction and condition of expansion joints and control joints.

VI. Reports

- i. Prepare and submit a comprehensive report of inspection findings for each building & roof section including, but not limited to:
 - 1. Table of contents.
 - 2. Executive summary showing:
 - a. Total number of roofs examined.
 - b. Total square footage.
 - 3. Detailed inspection report (Data) for each of the buildings inspected including a copy of roof drawings.
 - 4. AutoCad plans of each roof section, along with a comprehensive plan of entire roof area. The drawings may be recorded in readable Compact Discs.
 - 5. Digital Photographs of each roof section with photograph of the front elevation of the building.
 - 6. Provide site-specific asbestos report indicating the location of
 - 7. samples Additionally, provide linear feet measurement and specific location of flashing.

Tour all designated work areas with Property Management to review and document items requiring corrective action.

If needed, perform the above prior to the start of any work, during other scheduled times provided by Property Management.

- VII. 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.

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-39** 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 25 – 27) 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 an 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 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 6 - 16 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 roofing 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 Roofing Repair and Maintenance 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. Please provide your Offer/Cost Proposal as Attachment B with your submittal in a separate envelope or as a the cost file thorough the online bidding system.

- 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 18 "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 roofing repair and maintenance services as documented in the RFP. Include any manufacturer certifications.
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 the services included with regularly scheduled roofing inspection and maintenance.
7. Please describe your warranty terms for repair, parts, and service. Include your process for resolution in the case that any deficiencies are identified.
8. Please provide information on the number of personnel available to provide requested services.
9. Please provide sample single site and multiple site reports on roof condition based on regular inspections.
10. Please provide the basis for future year contract fee adjustments should OCFA elect to exercise the contract extensions.
11. 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.

Refer to Attachment B to provide line item pricing. 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. These prices shall be used in ALL invoices. These prices shall include all mark ups and overhead.

Please complete this section by providing Attachment B and submit with your bid in a separate envelope or through the cost file in the online bidding system.

The OCFA reserves the right to request additional quotes and use alternate sources for completion of the work, to obtain competitive prices on any repair and replacement and to utilize information obtained under this contract relative to necessary materials and repairs as it deems appropriate.

"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 RO2197 – Roofing Repair and Maintenance 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

Elizabeth Swift, Chairman

City of Buena Park

Dave Harrington, Director

City of Aliso Viejo

Joseph Muller, Director

City of Dana Point

Michele Steggell, Director

City of La Palma

Laurie Davies, Director

City of Laguna Niguel

Leah Basile, Director

City of Lake Forest

Gene Hernandez, Director

City of Yorba Linda

Carol Gamble, Director

City of Rancho Santa Margarita

Sergio Farias, Director

City of San Juan Capistrano

Ellery Deaton, Director

City of Seal Beach

Al Murray, Director

City of Tustin

Tri Ta, Director

City of Westminster

Todd Spitzer, Director

County of Orange

Ed Sachs, Vice Chairman

City of Mission Viejo

Rob Johnson, Director

City of Cypress

Melissa Fox, Director

City of Irvine

Don Sedgwick, Director

City of Laguna Hills

Noel Hatch, Director

City of Laguna Woods

Shelley Hasselbrink, Director

City of Los Alamitos

Craig Green, Director

City of Placentia

Tim Brown, Director

City of San Clemente

Vicente Sarmiento, Director

City of Santa Ana

David John Shawver, Director

City of Stanton

Bill Nelson, Director

City of Villa Park

Lisa Bartlett, Director

County of Orange

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 RO2197

Roofing Repair and Maintenance 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 RO2197

Roofing Repair and Maintenance 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
ROOFING MAINTENANCE AND REPAIR AGREEMENT**

THIS AGREEMENT FOR ROOFING 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 roofing 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 roofing 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 roofing 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 roofing 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 roofing 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 RO2197 (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 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 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 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:

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 ROOFING MAINTENANCE AND REPAIR AGREEMENT

THIS AGREEMENT FOR ROOFING MAINTENANCE AND REPAIR SERVICES ("Agreement") is made and entered into this 5TH day of June, 2017 ("Effective Date"), by and between the Orange County Fire Authority, a California Joint Powers Authority, hereinafter referred to as "OCFA", and C.I. Services Inc., 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 roofing maintenance and repair services at the OCFA Regional Fire Operations and Training Center, OCFA Fire Stations, and other OCFA properties.

B. Contractor has submitted to OCFA a proposal to provide such roofing maintenance and repair services dated April 26, 2017, 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 roofing 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 roofing 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 roofing 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 RO2197 (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 \$ 150,000 (One Hundred Fifty Thousand Dollars) annually. 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 two 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: William A. Baley

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 Employee Retirement System 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 to be eligible for enrollment in an employee retirement system as an employee of the OCFA, Contractor shall indemnify, defend, and hold harmless OCFA against: (1) all such claim(s) and determination(s); (2) for the payment of any employee and/or employer contributions for employee retirement system benefits on behalf of Contractor or its employees, agents or subcontractors; and (3) the payment of any penalties and interest on such contributions which would otherwise be the responsibility of the OCFA.

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.

Except for any documents required by the rules of conduct governing Contractor's profession to be owned by Contractor, 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:	C.I. Services, Inc. Attention: William A. Baley 26861 Trabuco Rd. #353 Mission Viejo, CA 92691
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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: _____

Debbie Casper
Purchasing Manager

APPROVED AS TO FORM.

ATTEST:

By: 
DAVID E. KENDIG
GENERAL COUNSEL

Sherry A.F. Wentz
Clerk of the Board

Date: 6/14/17

"CONTRACTOR"

C.I. Services Inc.

Date: 6/2/17

By: 
William A. Baley
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 roofing repair and maintenance services on an as needed basis. The successful contractor will provide roofing repair and maintenance services including all personnel, labor, supervision, materials, tools and equipment required to maintain and repair roofing systems of OCFA's seventy-two (72) fire stations, a 33,870 SQFT warehouse, 7 bay air operations hangar 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:

- Roof leaks and moisture
- Blow-offs, tenting, reduced wind uplift resistance, and billowing
- Lack of maintenance
- Initial installation issues
- Ponding water
- Punctures and additions of penetrations post-installation
- Safety and other code requirements
- Shrinkage
- Blistering
- Deteriorated or damaged flashing (head wall, wall step, plumbing vent etc...)
- Cracked, missing, or deteriorated sealant

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 roofing repair and maintenance services.

- 2) Contractor must possess a valid California **C-39** 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.

Roofing Work

i. C-39 – Roofing Contractor

A roofing contractor installs products and repairs surfaces that seal, waterproof and weatherproof structures. This work is performed to prevent water or its derivatives, compounds or solids from penetrating such protection and gaining access to material or space beyond. In the course of this work, the contractor examines and/or prepares surfaces and uses the following material: asphaltum, pitch, tar, felt, glass fabric, urethane foam, metal roofing systems, flax, shakes, shingles, roof tile, slate or any other roofing, waterproofing, weatherproofing or membrane material(s) or a combination thereof.

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.

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
 - i.** Make necessary repairs to ensure that equipment, components or fixtures are operating properly and according to the manufacturer's specifications.
 - ii.** Ensure that any items used to make repairs meet or better the original manufacturer (OEM) specifications.
 - iii.** 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.

c. 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.

E. Specific Work for Preventative Maintenance

d. Service Inspections

- I. Perform a complete inspection of all roof sections of the facilities listed on Attachment A. A roof section is defined as an area of roof, which is separated from an adjacent roof area by a wall, a change in elevation, or an expansion joint.

- II. Measure and record the size of each roof section; provide two (2) dimensional plan and pertinent details and sections in digital format capable of being appended /attached.
- III. Perform complete roofing survey. Assess individual components of roof system and assign rated values for each component/percentage of component.
- IV. Using infrared thermal imaging check for entrapped water within built-up membrane. The contractor shall have certification of level III by ASNT for this purpose. Include complete information of such entrapments in the report. Indicate such entrapments in the roof plans.
 - i. The report shall clearly indicate the findings of infrared imaging, even if there are no entrapments.
- V. Document inspection findings on roof plans. Inspection data and roof plans shall document as a minimum the information required below. Sample inspection data and roof plan shall be part of the submittal.
 - i. Interview tenants, manufacturers, contractors, and maintenance personnel, as necessary, to ascertain information on current condition.
 - ii. Observe exterior of building and document conditions including, but not limited to:
 - 1. Cracked, broken, or out-of-plumb walls or other evidence of settlement or movement of foundation and/or walls.
 - 2. Level eaves, curbs, rooflines, and parapets.
 - 3. Condition of overhangs, cornices, fascia, edgings, copings, capstones, scupper heads, gutters, and down spouts.
 - 4. Check for water damage to exterior of building and identify cause.
 - 5. Verify all gutters and down spouts are adequately sized, properly positioned, open and functional.
 - 6. Verify drainage from roof runoff is away from foundation, where applicable.
 - iii. Examine interior of building for problems indicating existing or potential roof problems.
 - 1. List observed cracks, settlement, or out-of-plumb walls, ceilings, or columns.
 - 2. Note evidence of moisture and leaks, past or present, including spalling mortar, water marks, rust, damage to plaster, paint, and other finishes.

3. Verify deck type and condition, where observable.
 4. Inspect roof and document findings.
- iv. Verify accuracy of existing roof plans and details, including dimensions; make corrections where needed; develop plans and details where none exist. Document:
1. The square footage of each roof section.
 2. Roof drain size, material, manufacturer, and location.
 3. Scupper size, material, and location.
 4. Gutter and downspout size, materials, and location.
 5. Pattern and amount of slope.
 6. Show height of each roof level.
- v. Document size, type, condition, and location of all surface mounted equipment, penetrations, projections including, but not limited to:
1. Soil stacks and flashing.
 2. Skylights, sky domes, and flashing.
 3. Hatch covers and flashing.
 4. Chimneys and flashing.
 5. HVAC equipment and flashing.
 6. Water cooling towers and flashing.
 7. Vents/exhausts and flashings.
 8. Antennae and guy wires and flashing.
 9. Conduit and pipe and flashing.
 10. Drains and flashing.
 11. Other pertinent projections of equipment.
- vi. Record location and type of access to each roof area.
- vii. Identify type, make-up, and condition of roof system components from historical data and visual inspection, where possible.
1. Existing roof type and material.
 2. Type and Number of roof plies.
 3. Type and extent of roof membrane defects.
 4. Slope of roof.
 5. Deck type.
 6. Deck thickness, where accessible
 7. Deck condition, where accessible.
 8. Vapor retarder type.
 9. Base sheet type and attachment.
 10. Insulation type and thickness.
 11. Insulation attachment method.
 12. Make-up and number of additional roof systems, if any. Roof core shall be extracted unless prevented by construction or existing warranty.
 13. When core samples are taken for determination of condition or saturation, the details of findings must be reported in the

'roof evaluation report'. The test reports must be attached to the reports in all cases of core sampling.

viii. Presence of asbestos and core samples: If historical information proves to be inaccurate by visual inspection and if roof section is not under warranty, perform roof core cuts on each non-metal roof section to ascertain makeup of roof system and to analyze condition of system components. On roof sections where core cuts are taken, perform sample testing for asbestos. All core cuts and sampling for asbestos shall be made by a Certified Asbestos Inspector.

1. Document on plan, the location and date of each core cut and sampling for asbestos with test results.
2. Take minimum of three (3) samples of each suspect homogeneous material for asbestos testing from each roof level. Samples shall be taken from flashings, pitch pans, if present, and from core cut materials.
3. Repair core cut and sampling areas with materials and methods acceptable to roof membrane manufacturer (for warranty) or industry standard for a watertight seal.
4. Testing must be performed by a testing laboratory accredited by the National Institute of Standards and Technology's Voluntary Laboratory Accreditation Program. (NISTVLAP).

ix. Note general condition/appearance of roof and roof-mounted equipment.

1. Indicate presence of foreign and roofing repair debris, vegetation, and clogged drains.
2. Record use/misuse of roof by tenants or neighbors.
3. Record missing, loose, or damaged equipment access panels, rain hoods, roof flashing components, etc.
4. Document scouring or uneven distribution of gravel.
5. Report discharge to roof of lubricants, fluids, condensation, or other contaminants from equipment.
6. Ponded water or evidence of standing water.
7. Water removal system.
8. View perimeter and document:
 - a. Flashing construction and details.
 - b. Curb or parapet covering type, condition, method of attachment.
 - c. Condition of sealant or mortar at membrane, capstone, or metal joints.
 - d. Condition, construction and type of parapet or upper story walls.
 - e. Type, condition, and method of attachment of metal members.
 - f. Type, condition, and use of fasteners.
9. Inspect and report condition of perimeter details including:

- a. Perimeter edge.
 - b. Edge flashing detail.
 - c. Edge detail mounting method.
 - d. Parapet walls.
 - e. Parapet wall coatings.
 - f. Copings.
 - g. Coping joints.
 - h. Wall flashing.
 - i. Wall flashing mounting method.
 - j. Reglets.
10. Document construction and condition of expansion joints and control joints.

VI. Reports

- i. Prepare and submit a comprehensive report of inspection findings for each building & roof section including, but not limited to:
 1. Table of contents.
 2. Executive summary showing:
 - a. Total number of roofs examined.
 - b. Total square footage.
 3. Detailed inspection report (Data) for each of the buildings inspected including a copy of roof drawings.
 4. AutoCad plans of each roof section, along with a comprehensive plan of entire roof area. The drawings may be recorded in readable Compact Discs.
 5. Digital Photographs of each roof section with photograph of the front elevation of the building.
 6. Provide site-specific asbestos report indicating the location of
 7. samples Additionally, provide linear feet measurement and specific location of flashing.

Tour all designated work areas with Property Management to review and document items requiring corrective action.

If needed, perform the above prior to the start of any work, during other scheduled times provided by Property Management.

- VII. 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.

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.

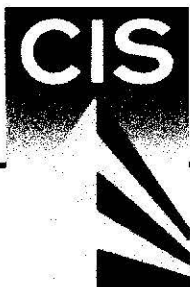
OCFA may choose to award jobs that are expected to be less than \$5,000 to Contractor any that it chooses; such choice will be based on past pricing, timely performance, and quality of work.

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.



C.I. Services, Inc.

ROOFING / WATERPROOFING / SOLAR

Your Water Intrusion Specialists Since 1992

Commercial · Industrial · Residential

Mr. Steve Klein

04-26-17

ORANGE COUNTY FIRE AUTHORITY

Attn: Purchasing Section

1 Fire Authority Road, Bldg. C

Irvine, CA 92602

(714) 573-6475

Re: Request for Proposal RO2197 Roofing Repair and Maintenance Services for Orange County Fire Authority Station and Warehouse

Dear Steve:

Enclosed for your agency's approval is the Roofing Repair and Maintenance Services Request for Proposal (RFP) to provide services to all OCFA facilities as listed on the attached from for the following three years.

C.I. Services understand the objectives outlined in the scope of work. Detailed information about the approach and strategy for achieving such objectives is explained in the documents attached to this letter.

In summary we will be able to provide all the needed service technicians for inspecting and maintaining the entire OCFA station portfolio of roof systems. We can provide all needed man-power, equipment and experience to render the required services in a professional and timely fashion as listed on pages 6-16 of the RFP.

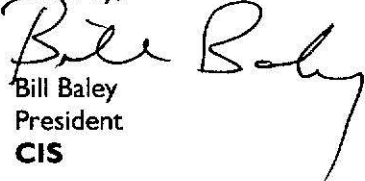
As we have proven in the past with the OCFA, we are a reliable, ethical and proven quality provider of roofing inspection, maintenance, repair, and replacement services.

We are ready to discuss the OCFA's preferred method of scheduling, execution and documentation of all station roof system projects. We have attached samples of previous inspection reports that should satisfy your request for understanding our ability and approach to handling this RFP.

We also acknowledge receipt of Addendum #1

Please review our attached proposal information and call me with any questions you may have. Thank you for this opportunity to provide you with excellent roofing service!

Sincerely,


Bill Baley
President
CIS

Corporate Mailing Address:

C.I. Services, Inc.

26861 Trabuco Road #353 Mission Viejo, CA 92691

800-830-7888 Fax 866-305-6010 www.ciservicesinc.com

CA Lic. No. C39 and 46-701434 NV. No. C15-0069462



C. I. Services, Inc.

ROOFING / WATERPROOFING / SOLAR

Your Water Intrusion Specialists Since 1992

Commercial · Industrial · Residential

About Our Company:

From a simple hole in your roof to complete roof replacement, CIS is a seasoned and **trusted** roofing and waterproofing contractor. We have been solving our customers' water intrusion problems since 1992.

We pride ourselves on excellent workmanship and *complete* customer satisfaction. Each customer is treated as if they are our *only* customer. We are proud of our **excellent reputation**, and our customers sleep soundly under their roofs knowing that we have never installed a roof system that has failed, nor have we ever failed to find and solve a leak problem.

One of the reasons we are so successful is our **highly-trained** and **dedicated** work force. Our technicians know how to perform their jobs safely and efficiently and pride themselves on installing the best systems possible - *every time*.

We only work with products from proven manufacturers to insure that you will receive a roof or waterproofing system of the highest **quality**. We stand behind (and on top of) every system that we install and will be there in the future for all your planned projects. And, no matter the size, we can handle the project.

Quality, integrity, experience and a desire to **do it right** - the **FIRST** time, rain or shine - 24 hours a day, 364 days a year.

C.I. Services is Your Roofing and Waterproofing Solutions Company.

Corporate Mailing Address:

C.I. Services, Inc. / CIS Roofing, Inc. / CIS Foam, Inc.

26861 Trabuco Road #353 Mission Viejo, CA 92691

800-830-7888 Fax 866-305-6010 www.ciservicesinc.com

CA Lic. No. C39-701434 NV Lic. No. C15-0069462 AZ Lic. No. K42 ROC-212415 FL Lic. CCC 056891

Our Mission Statement

To be known as the roofing and waterproofing expert who strives to educate our customers and provide the highest level of quality work with the goal of creating peace of mind by exceeding our customer's expectations. We value our company and our employees and work hard to provide a safe and prosperous environment for many years to come.

About Our People

Bill Bailey, President

Active in the roofing industry since 1982 (45 years)

- Member of Western States Roofing Contractors Board of Directors since 2000
- Past President of WSRCA (Western States Roofing Contractors Association)
- Active Board Member of the NRCA (National Roofing Contractors Association)
- Active Board Member of the RCAC (Roofing Contractors Association of California)
- BS in Business Marketing from the University of Illinois

Shirley Lidtke, V.P. Business Management

- Active in the roofing industry since 1992
- Chief Administrative Officer of a national roofing repair & maintenance service company for over 12 years with total administrative responsibility for organizing, processing and supporting over \$20 million per year in transactions
- Proficient in the following administrative arenas
 - Database implementation and maintenance
 - Process creation and analysis to obtain maximum efficiency
 - Order-to-Payment Process
 - Human Resource Management

Art Jones, Sales Manager

- 25+ years in the roofing/waterproofing industry
- Responsible for all facets of the customer experience
- Sales and marketing leadership in various organizations for over 15 years with an accent on customer service.
- Innovative approach to meeting and exceeding clients needs through analysis and practical application
- Ensures client retention through effective problem solving.

John Wolf, Operations Manager

- 40+ years in the roofing/waterproofing industry
- Responsible for all facets of the business field operations
- Fully experienced in the application of all roof types such as Single-Ply, BUR, Coatings, Metal, Tile, Shingles and service work and coordination.
- Safety trainer and Skills trainer.

Corporate Mailing Address:

C.I. Services, Inc.
26861 Trabuco Road #353 Mission Viejo, CA 92691
800-830-7888 Fax 866-305-6010 www.ciservicesinc.com
CA Lic. No. C39-701434 NV Lic. No. C15-0069462

History of C.I. Services, Inc.

Founded in 1992 by Bill Baley. Incorporated in 1994 and currently an S-Corporation, we were designed to perform as a roofing repair and maintenance service arm for the Retail Community.

CIS still performs repair and maintenance work for retail customers today - such as Toys R Us, Bed, Bath and Beyond, Wal-Mart, Regal Theatres, etc. As shown on our web site (www.ciservicesinc.com), but we have matured into a **full service roofing, waterproofing and solar contractor** that continues to work closely with Property Management companies (such as Ross-Morgan, Kohl, CB Richard Ellis, Pacific Development, etc.), Commercial firms, Industrial properties, High-Rise Buildings, School Districts (Pomona USD, Los Angeles USD, Perris Unified School District, Los Angeles County Office of Education, etc. as well as Municipal facilities such as the Orange County Fire Authority, EDD, and the DMV throughout the southland. Our client base consists of approximately 250 different customers.

CIS is currently housed at our warehouse location in Anaheim, California (though our official corporate address remains in Mission Viejo) and we are responsible for approximately \$8M in roofing and waterproofing revenue.

Highlights

- ✓ Fully insured, bonded and licensed
- ✓ Expert leak-finding technicians
- ✓ Complete roof maintenance service
- ✓ All roof-top repairs
- ✓ Complete roof replacement service
- ✓ Waterproofing systems (negative side repairs, elevator pit leak resolution, etc.)
- ✓ Complete Photo-Voltaic Solar system installation

We install all types of roofing systems, including:

- Cold-process roof systems
- Modified bitumen roof systems
- TPO, PVC and EPDM single-ply roof systems
- Spayed Foam Polyurethane roof systems
- Liquid-Applied TITLE-24 compliant coating systems
- Tile systems (clay, concrete, composite, etc.)
- Slate systems (True Slate and traditional slate)
- Shingle systems (GAF Master Contractor)
- ... and many others

We also provide complete sheet metal and copper fabrication and installation.

We are your FULL-LINE service company!

Corporate Mailing Address:

C.I. Services, Inc.
26861 Trabuco Road #353 Mission Viejo, CA 92691
800-830-7888 Fax 866-305-6010 www.ciservicesinc.com
CA Lic. No. C39-701434 NV Lic. No. C15-0069462

**C.I. Services, Inc.
Organization Chart**

**Bill Baley
President**

**Shirley Lidtke
V.P. Bus. Mgmt.**

**Elizabeth Montes
Office Manager**

**Marjorie Amador
Operations
Support**

**Trisha Guerrero
Business Support
Specialist**

**Keith Tague
Sales Support**

**David Garduno
Warehouse
Technician**

**Art Jones
Sales**

**Dan Harvey
Sales**

**Rich Nelson
Sales**

**Tomas Morales
Estimator/Sales
Support**

**(Jimmy Chang)
Estimator/Sales
Support**

**Diego Pulido
Estimator/Sales
Support**

**John Wolf
Service
Manager**

**Field Service
Technicians
(10)**

**(Arturo
Villalpando)
Production Supt**

**Field Productions
Technicians (15)**

*written by
Pres. 04/05*

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: C.I. Services, Inc.		
Business Parent or Ownership:		
Address: 26861 Trabuco Road #353 - Mission Viejo, Ca 92691		
Business Telephone No. 714-867-9178	Business Fax No. 866-305-6010	
Business Tax I.D. Number: 33-0635906	CSLB License Number: 701434	DIR Registration Number: 1000005311
Legal form of company: (partnership, corporation, joint venture) Corporation		
Length of time your business has been in business: 25	Length of time at current location: 25	
Number of employees and Number of Current Clients Employees: 25 / Current Clients: 250		

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

Name: William A. Baley	Title: President
Telephone No.: 714-867-9178	E-mail: service@ciservicesinc.com

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

Name: William A. Baley	Title: President
Telephone No.: 714-867-9178	E-mail: service@ciservicesinc.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 18 "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	Tustin Unified School District
Contact Individual & Title	Biff Denney - Building Maintenance Supervisor
E-mail/Telephone number	BDenney@tustin.k12.ca.us - 714-730-7515
Date of Project & Description of services provided including contract amount	05/21/2016 - 09-01/2016 Maintenance Summer projects 2016 - Re-Roof and Maintenance \$1,927,240.00
Customer Agency Name	Val Verde Unified School District
Contact Individual & Title	Greg Whitton - Facilities Department
E-mail/Telephone number	gwhitton@valverde.edu - 951-809-4283
Date of Project & Description of services provided including contract amount	05/26/2016 - 08/31/2016 Roofing Repairs and Replacement over 5 sites \$525,900.00
Customer Agency Name	Victor Elementary School District
Contact Individual & Title	Dale Etter - Director of Facilities
E-mail/Telephone number	detter@vesd.net - 760-245-1691
Date of Project & Description of services provided including contract amount	07/13/2015 - 09/29/2015 Roof Coating over Del Rey Avid Elementary School \$245,724.78
Customer Agency Name	Riverside Community College District
Contact Individual & Title	Majad Askar - Purchasing
E-mail/Telephone number	Majad.Askar@RCCD.org - 951-222-8444
Date of Project & Description of services provided including contract amount	08/10/2015 - 10/26/2015 Hot Asphalt BUR \$225,199.95
Customer Agency Name	Laguna Beach Unified School District
Contact Individual & Title	Jeff Dixon - Director of Facilities
E-mail/Telephone number	jdixon@lbusd.org - 949-497-7700
Date of Project & Description of services provided including contract amount	08/10/2015 - 09/03/2015 Roof Coating \$203,213.10

Project Reference List

Customer Name	Contact Name	Contact Phone	Contact E-Mail	Job Classification (Sub)	Location Name	Location City / State	Sold Amount	Manufacturer	Roof System	Warranty	Completion Date
11469 Moorpark, LLC	Madalina Melkonyan	818-640-4914	madalina.melkonyan@yahoo.com	Property Manager	11469 Moorpark	North Hollywood, CA	\$ 33,500.00	Soprema	BUR	10 year	5/26/2011
2700 Saturn Group	Dan Bianco	714-524-1870	dabian@saturn.com	Commercial	2700 Saturn Group	Brea, CA	\$ 30,850.00	LaPolia	Econo-Shield, 3 app. Only	10 Year	12/13/2015
2700 Saturn Group	Dan Bianco	714-524-1870	dabian@saturn.com	Commercial	2700 Saturn Group	Brea, CA	\$ 39,900.00	LaPolia	Econo-Shield, 1 app. Only	10 Year	1/30/2014
2700 Saturn Group	Dan Bianco	714-524-1870	dabian@saturn.com	Commercial	2700 Saturn Group	Brea, CA	\$ 22,800.00	LaPolia	Econo-Shield, 2 app. Only	10 Year	1/31/2015
3d Investments	Mark Lane	760-310-1615	mark@3dinvestments.com	Shopping Center	Japan Center Mall	San Francisco	\$ 684,098.14	Firestone	Red seal	20 Year	9/11/2015
3d Investments	Mark Lane	760-310-1615	mark@3dinvestments.com	Property Manager	Spring Medical	Beverly Hills, CA	\$ 11,450.00	LaPolia	Coating	3 yr upi	12/19/2016
Acker, Michele	Michele Acker	(949) 713-4199	michele@ackercity.com	Residential	Primary	Trabuco Canyon, CA	\$ 16,680.00	Exgle-Light Tile	Light weight flat concrete Tile	2 year	10/31/2006
AGA General Contracting	Reid Stadelman	(714) 934-8066	reid@agageneral.com	General Contractor	Sprouts #262	Yorba Linda, CA	\$ 202,259.00	Duro-Last	TPO	15 year	12/29/2011
Alpine Green Solutions	Roberto Orfino	818-668-3335	roberto@alpinegreen.com	General Contractor	Cinema City Building	Anaheim, CA	\$ 172,575.00	LaPolia	Econo-Shield	10 year	1/9/2015
Amber Property Mgmt.	Jay Aguilera	(949) 429-5831	jay@amberpm.com	Property Manager	Hillford HOA	Lake Forest, CA	\$ 27,947.00	Brantner Coatings	Deck work	3 year	6/28/2013
American Classroom Systems	Paul Vanni	(949) 589-5556	paul.vanni@americanclassroom.com	Private Company	Corporate Office	Rancho Santa Margarita, CA	\$ 19,875.00	National Coatings	Econo-Shield, 1 app. Only	10 year	1/14/2010
Arcadis U.S., Inc.	Jeffery Johnson	714-730-9052	jeffery.johnson@arcadis-us.com	General Contractor	MDW Building 63	Los Angeles, CA	\$ 11,815.00	N/A - Repair work	Foam	10 year	2/28/2013
Arcadis U.S., Inc.	Jeffery Johnson	(714) 730-9052	jeffery.johnson@arcadis-us.com	General Contractor	MDW Building 63	Los Angeles, CA	\$ 39,928.00	N/A - Repair work	Foam	2years	6/21/2013
Aspen Builders	John Gardner	(661) 823-8670	john.gardner@aspensbuilders.com	General Contractor	House of Blues	Anaheim, CA	\$ 33,509.00	Perm-A-Barrier	Wall Membrane	5 Year	2/13/2017
Aspen Builders	John Gardner	661-823-8670	john.gardner@aspensbuilders.com	General Contractor	House of Blues	Anaheim, CA	\$ 42,195.00	GAF	BUR	1 Year	12/14/2016
Backus, Larry	Larry Backus	(949) 646-6602	lbackus@seaworldorange.com	Residential	Residence	Costa Mesa, CA	\$ 13,518.00	Malarkey	Black Highlander Shingles	20 year	9/20/2010
Bali Management	Renee Espinoza	310-373-8600 x.125	rene@bali.com	Property Manager	Adriatic HOA	Carson	\$ 30,890.00	Annual Maintenance on 10 Buildings	N/A	3 Year CIS Warranty	3/25/2016
Bali Management	Renee Espinoza	310-373-8600 x.125	rene@bali.com	Property Manager	Adriatic HOA	Carson, CA	\$ 22,463.00	N/A-Gutter Repair and Maintenance	N/A	N/A	3/9/2015
Bali Management	Duke Moreno	310-294-5370	duke.moreno@bali.com	Property Manager	Village Court	Harbor City, CA	\$ 19,000.00	Duro last	PVC - .060	15 year	4/13/2013
Bacon, Barbara	Bacon, Barbara	(714) 296-6401	barba@bali.com	Residential	Bacon Residence	Anaheim, CA	\$ 11,985.00	Timberline	Shingles (tiles)	30 year	1/12/2006
Balfour Beatty Construction	Jason Park	714-438-9846	jpark@balfourbeatty.com	General Contractor	Foothill HS	Santa Ana CA	\$ 69,000.00	Garland	BUR	30 year	8/10/2015
Balfour Beatty Construction	Joshua Purcell	(415) 418-9330	jpurcell@balfourbeatty.com	General Contractor	Lambert Elementary School	Tustin, CA	\$ 487,168.00	Garland	BUR	30 year	8/29/2014
Balfour Beatty	Don Rondeau	714-731-4687	n/a	General Contractor	District Office, Hillview, Nels	Tustin, CA	\$ 843,376.00	Garland	BUR	30 year	8/29/2013
Banyan Group Const.	George McGuffee	310-328-2002	gmcguffee@banyan.com	General Contractor	Honda Center of Anaheim	Anaheim, CA	\$ 69,800.00	Tremco	Hot Rubber	10years	4/26/2013
Beaumont USD	Brian De Forge	951-845-1531 X.5397	bdeforge@beaumontusd.k12.ca.us	School	Brookside and Sundance Elem	Cherry Valley, CA	\$ 14,800.00	Garland	N/A	N/A	7/26/2015
Beba	Jim Takeuchi	(213) 362-2438	jtakeuchi@beba.com	Retail	HQ- Los Angeles	Los Angeles, CA	\$ 68,658.00	GAF	TPO	15 year	11/7/2007
Beba	Jim Takeuchi	415-657-4777	jtakeuchi@beba.com	Retail	HQ- Los Angeles	Los Angeles, CA	\$ 114,430.00	GAF	Tpo	15 year	11/28/2007
Bed Bath & Beyond	Craig Rohner	(909) 688-0888 x.4639	craig.rohner@bedbath.com	Retail	#00275-Bed Bath & Beyond	Mission Viejo, CA	\$ 143,650.00	Johns Manville	PVC - .060	15 year	10/11/2010
Bed Bath & Beyond	Craig Rohner	(909) 688-0888 x.4639	craig.rohner@bedbath.com	Retail	#407-Bakersfield	Bakersfield, CA	\$ 107,945.00	GAF	PVC .060	15 year	10/24/2012
Beverly Hills Unified School District	Jim Fahey	(310) 551-5100 x2375	jfahey@bhUSD.org	School	Beverly Hills USD Bldg	Beverly Hills, CA	\$ 49,947.69	United Coatings	Roof Coating	10 year	8/10/2011
Bolsa Medical Grp	Christine Huynh	714-531-2091 X: 294	christine@bolsamedical.com	Medical office	Bolsa Medical Center	Westminster, CA	\$ 11,570.00	N/A	N/A	1 Year CIS repaired areas only	2/11/2016
Boral Roofing LLC (US Tile)	John Gugley	(951) 331-4023	john.gugley@boral.com	Private Company	U.S. Tile	Corona, CA	\$ 117,881.00	Boral	Tile	10 year	5/7/2014
Brinker International	Mike Genette	(872) 770-8683	mike.genette@brinker.com	Retail	#269-Child's	Escondido, CA	\$ 54,685.00	GAF	Modified Bitumen	12 year	11/29/2007
Broken Arrow GC	Anten Prokuda	(909) 900-0902	aprokuda@brokenarrow.com	HOA	Hana HOA	Chatsworth, CA	\$ 15,206.00	Firestone	Modified Bitumen	1 Year	9/6/2016
Brown, Michael	Michael Brown	(310) 709-4248	mrbrown007@comcast.com	Residential	Primary	Sherman Oaks, CA	\$ 14,290.00	GAF	Timberline	30 year	5/4/2006
Byson Manufacturing	Damon Bywater	951-734-3850	n/a	Industrial	Byson Manufacturing	Corona, CA	\$ 15,560.00	Astec	Astec Coating	10 year	5/27/2009
Casa Paredes Inc.	Tom Redfern	(323) 258-3512	tomredfern@casaparedes.net	HOA	Casa Paredes	Los Angeles, CA	\$ 25,783.00	Versico	TPO	10 year	2/1/2006
Catalina Island Real Estate	Kelly Nelson	(310) 293-7272	n/a	Real Estate	Catalina Island Real Estate	Avalon, CA	\$ 11,875.00	GAF	Shingles	50 year	3/13/2006
CBA - Mar Vista LLC	Doug Krause	(951) 279-2355	dcrause@comcast.net	Industrial	CBA - Mar Vista LLC	Norco, CA	\$ 29,455.00	LaPolia	Econo Shield - 3rd year compl.	10 year	10/29/2011
Centennial	Joseph Fejarang	(714) 559-6525	jfejarang@centennialreg.com	Real Estate	Main Place Mall- Santa Ana	Santa Ana, CA	\$ 227,228.00	Dow Roofing	TPO	CIS 5 Yr / TPO 10 Yr / DOW 20 Yr	3/13/2017
Centmark	Jim Fohrman	(800) 779-4134	jfohrman@centmark.com	Roofing Company	Coconut Marketplace	Kapaa, HI	\$ 589,950.00	Wood shake	Wood shake	30 year	7/3/2008
Centmark	James Fohrman	(510) 921-5500	james.fohrman@centmark.com	Roofing Company	Renew @ the Shops	Mission Viejo, CA	\$ 114,500.00	N/A	Cleaning of tile roof	1 Year	3/16/2017
Charles Ochs University Head St	Magd (mac) Brotor	(310) 261-1489	magd@charlesochs.edu	School	Willowbrook Center	Compton, CA	\$ 10,900.00	N/A	Modified Bitumen	12 year	1/16/2007
City of Costa Mesa	Douglas Lovell	(714) 754-5343	douglas.lovell@costamesa.gov	Public Works	Fire Station # 3	Costa Mesa, CA	\$ 44,700.00	Garland	Garland	30 year	6/2/2015
City of Phoenix	Manager	(602) 278-3000	N/A	Government	Sky Harbor Airport	Phoenix, AZ	\$ 108,560.00	LaPolia	Foam	10 year	6/9/2009
City of Riverside	David Dewey	951-826-5581	N/A	School	Mulberry Well	Riverside, CA	\$ 22,000.00	N/A	N/A	N/A	4/14/2015
City of Riverside	Christina Guerrero	(951) 826-5927	cguerrero@riversideca.gov	Public Works	UOC Building B	Riverside, CA	\$ 208,000.00	Garland	N/A	30 year	10/8/2014
City of West Hollywood	Gary Martinez	(323) 848-6877	gmartinez@weho.org	School	Various Locations	West Hollywood, CA	\$ 11,450.00	N/A	N/A	N/A	1/17/2014
Clark Terrace HOA	Jake Quiroz	(714) 349-5691	jakequiroz@verizon.net	HOA	Clark Terrace HOA	Long Beach, CA	\$ 225,000.00	Duro-Last	N/A	8/1/2009	
Clark Terrace HOA	Jake Quiroz	(714) 349-5691	jakequiroz@verizon.net	HOA	Clark Terrace HOA, 1635, 1645	Long Beach, CA	\$ 12,544.00	N/A	N/A	5/8/2012	
County of Orange	Ronald Harper	(714) 425-6077	ronald.harper@coorange.gov	Public Works	General Relief Admin	Santa Ana, CA	\$ 107,285.00	Western Colloid	Coating	10 year	5/8/2014
Cristal Bay	Sean Green/Amber Properties	949-429-5831	sean@amberpm.com	HOA	11 Largo	Laguna Niguel, CA	\$ 15,480.00	Duro-Last	TPO	20 year	9/10/2011
Cristal Bay	Sean Green/Amber Properties	(949) 429-5831	sean@amberpm.com	HOA	1-23 Martinique	Laguna Niguel, CA	\$ 56,780.00	Duro-Last	TPO	20 year	11/11/2011
Cristal Bay	Sean Green/Amber Properties	(949) 429-5831	sean@amberpm.com	HOA	1-45 Aruba	Laguna Niguel, CA	\$ 90,640.00	Duro-Last	TPO	20 year	9/29/2011
Cristal Bay	Sean Green/Amber Properties	(949) 429-5831	sean@amberpm.com	HOA	1-45 Grenada	Laguna Niguel, CA	\$ 88,355.00	Duro-Last	TPO	20 year	3/19/2010
Cristal Bay	Sean Green/Amber Properties	(949) 429-5831	sean@amberpm.com	HOA	1-45 Grenada	Laguna Niguel, CA	\$ 88,634.00	Duro-Last	TPO	20 year	2/10/2011
Cristal Bay	Sean Green/Amber Properties	(949) 429-5831	sean@amberpm.com	HOA	149-177 Pearl	Laguna Niguel, CA	\$ 115,194.00	Duro-Last	TPO	20 year	10/1/2010
Cristal Bay	Sean Green/Amber Properties	(949) 429-5831	sean@amberpm.com	HOA	2-48 Aruba	Laguna Niguel, CA	\$ 82,925.00	Duro-Last	TPO	20 year	10/26/2011
Cristal Bay	Sean Green/Amber Properties	(949) 429-5831	sean@amberpm.com	HOA	25-69 Martinique	Laguna Niguel, CA	\$ 53,529.00	Duro-Last	TPO	20 year	11/3/2010
Cristal Bay	Sean Green/Amber Properties	(949) 429-5831	sean@amberpm.com	HOA	29-35 Largo	Laguna Niguel, CA	\$ 8,186.25	Duro-Last	TPO	20 year	11/26/2010
Cristal Bay	Sean Green/Amber Properties	(949) 429-5831	sean@amberpm.com	HOA	57-69 Pearl	Laguna Niguel, CA	\$ 26,175.00	Duro-Last	TPO	15 year	12/18/2007
Cristal Bay	Sean Green/Amber Properties	(949) 429-5831	sean@amberpm.com	HOA	59-97 Pearl	Laguna Niguel, CA	\$ 93,940.00	Duro-Last	TPO	20 year	9/21/2011
Cristal Bay	Sean Green/Amber Properties	(949) 429-5831	sean@amberpm.com	HOA	77-101 Martinique	Laguna Niguel, CA	\$ 56,385.00	Duro-Last	TPO	20 year	1/20/2012
Cristal Bay	Sean Green/Amber Properties	(949) 429-5831	sean@amberpm.com	HOA	60-82 Largo	Laguna Niguel, CA	\$ 34,108.40	Duro-Last	TPO	20 Year	2/2/2008
Cristal Bay	Megan Hewitt/Amber Properties	(949) 429-5831	megan@amberpm.com	HOA	1-7 Pearl (Bldg 13)	Laguna Niguel, CA	\$ 34,588.00	Duro-Last	PVC	20year	2/23/2013
Cristal Bay	Megan Hewitt/Amber Properties	(949) 429-5831	megan@amberpm.com	HOA	2-8 Pearl (Bldg 16)	Laguna Niguel, CA	\$ 34,404.00	Duro-Last	PVC	20year	2/25/2013
Cristal Bay	Megan Hewitt/Amber Properties	(949) 429-5831	megan@amberpm.com	HOA	10-16 Pearl (Bldg 15)	Laguna Niguel, CA	\$ 29,855.00	Duro-Last	PVC	20Year	4/12/2013
Cristal Bay	Megan Hewitt/Amber Properties	(949) 429-5831	megan@amberpm.com	HOA	20-24 Pearl (Bldg 14)	Laguna Niguel, CA	\$ 34,220.00	Duro-Last	PVC	20 year	3/1/2013
Cummins Pacific	Joe Nguyen	(949) 862-7202	jnguyen@cummins.com	Industrial	1939 Deere Ave	Irvine, CA	\$ 10,265.00	N/A	repair work	1 year	12/2/2013
C.W. Driver	Donald Bear	(949) 261-5100	dbear@cwdriver.com	General Contractor	Whittier College-Athletic Bldg	Whittier, CA	\$ 24,950.00	Garland	BUR	30 year	1/6/2012
D.A. Bentley Const. LLC	Dean Rankin	440-250-2550 X: 1	drankin@da-bentley.net	General Contractor	Glendale Market Place-Buffal	Glendale, CA 91205	\$ 13,150.00	N/A	N/A	CIS Repair Areas Only 1 Year	7/23/2015
Dalke & Sons Constr.	Todd Dalke	951-274-9880	Todd@dalkeconstruction.com	General Contractor	Special Transportation	Riverside, CA	\$ 114,482.00	N/A	N/A	CIS Whole Roof Warranty	9/10/2015
Danden Restaurants, Inc.	David Casselman	(602) 394-3175	dcasselman@danden.com	Retail	Olive Garden #1256	Moreno Valley, CA	\$ 34,217.00	Duro-Last	PVC - .040	15 year	1/27/2011
De Miranda Management	Tony Fitzgerald	(310) 532-6369	tonyfitzgerald@gmail.com	Property Manager	Residential Home	North Hollywood, CA	\$ 4,546.00	GAF	GAF rub app torch gran white	10 year	3/17/2011
Dickinson Cameron	Chris Nightengale	(760) 438-9114	chris@ dickinsoncameron.com	General Contractor	Apple, Inc.	Rancho Cucamonga, CA	\$ 92,448.00	GAF	GAF	15 year	10/26/2011
Duran + Associates	Ken Duran	(818) 865-9558	kduran@durandassociates.com	General Contractor	German-Burns	Santa Monica, CA	\$ 15,958.00	Sarnafil	60 mil.	15 year	6/22/2011

Project Reference List

Customer Name	Contact Name	Contact Phone	Contact E-Mail	Former Classification (Sub)	Location Name	Location City / State	Sold Amount	Manufacturer	Roof System	Warranty	Completion Date
Employment Development	Ron Macalino	562-529-5537	RonMacalino@edd.gov	Public Works	EDD	San Bernardino, CA	\$ 147,075.00	Duro last	Single Ply PVC	20 Year	6/22/2015
Department	Robert Brovest	310-660-3543 X-3691	rbrovest@cammsu.edu	School	El Camino CCD - Natural Science	Torrance, CA	\$ 193,445.04	Sarnafil	Single Ply - 60 mil pvc	20 year	9/16/2015
Electro-Tech	David Filbeck	(951) 734-1812 ext. 105	david@electro-tech.net	Industrial	Electro Tech	Corona, CA	\$ 10,590.00	Econo Shield	Econo-Shield 1st Year	1 year	11/28/2016
Electro-Tech	David Filbeck	(951) 734-1812 ext. 105	david@electro-tech.net	Industrial	Electro Tech	Corona, CA	\$ 13,525.00	Econo Shield	Econo-Shield 1st Year	1 year	3/9/2017
Elite Electric	Mike DeSpain	(951) 681-5811	mikedespain@elite-electric.com	Commercial	Bed Bath and Beyond - Bakersfield	Bakersfield, CA	\$ 43,267.00	N/A	N/A	N/A	3/17/2015
El Pollo Loco	Dan Mielojewich	(714) 599-5045	dmielojewich@elpollo.com	Restaurant	El Pollo Loco	Los Angeles, CA	\$ 15,387.00	GAF	Mod Bit BUR, cold asphalt	15 year	10/11/2010
EMAK International	EHAB	(562) 404-1468	ehab@emak.com	General Contractor	Orr Park Community Bldg	Norwalk, CA	\$ 25,200.00	TPO	TPO	15 Year	10/19/2007
EMAK International	EHAB	(562) 404-1468	ehab@emak.com	General Contractor	Rio Hondo College Portable Office	Whittier, CA	\$ 20,117.10	AAP Modified Bitumen	AAP Modified Bitumen	20 year	3/22/2007
Fairmont Private Schools	Chad Jackson	(714) 234-2735	chad@fairmontschools.org	School	Corp. Office / Mable Campus	Anaheim, CA	\$ 10,335.00	LaPolla	Econo Shield 3rd year	10 year	12/8/2012
Fairmont Private Schools	Chad Jackson	(714) 234-2716	chad@fairmontschools.org	School	Marble Campus	Anaheim, CA	\$ 24,225.00	LaPolla	Econo Shield - 2nd year	1 year	11/5/2011
Fairmont Private Schools	Amy Coronado	(714) 234-2716	acoronado@fairmontschools.org	School	Preparatory Academy	Anaheim, CA	\$ 22,992.59	Boral	Boral Tiles	50 year Tile	11/14/2016
Felcor	David Kohulek	(972) 444-4902	dkohulek@felcor.com	Hospitality	Holiday Inn San Diego	San Diego, CA	\$ 12,359.00	Firestone	Foam / single ply	15 year	2/25/2010
Felcor Hotel Asset Company	Bruce Blanton	(619) 232-3861	bruce.blanton@felcor.com	Hospitality	Holiday Inn San Diego	San Diego, CA	\$ 43,388.00	Firestone	Foam / single ply	15 year	6/27/2012
Felcor Hotel Asset Company	David Kohulek	(972) 444-4902	dkohulek@felcor.com	Hospitality	Sheraton Phoenix Crescent	Phoenix, AZ	\$ 10,200.00	Firestone	Foam / single ply	15 year	9/8/2012
Felcor Hotel Asset Company	Bruce Blanton	(619) 232-3861	bruce.blanton@felcor.com	Hospitality	Holiday Inn San Diego	San Diego, CA	\$ 27,480.00	Firestone	Foam / single ply	15 year	6/30/2012
Felcor Hotel Asset Company	Bruce Blanton	(619) 232-3861	bruce.blanton@felcor.com	Hospitality	Holiday Inn San Diego	San Diego, CA	\$ 57,557.00	Firestone	Foam / single ply	15 year	6/30/2012
Felcor Hotel Asset Company	Bruce Blanton	(619) 232-3861	bruce.blanton@felcor.com	Hospitality	Holiday Inn San Diego	San Diego, CA	\$ 55,598.12	Firestone	Foam / single ply	15 year	2/20/2012
Firestone Building Products Co.	Jeff Kramer	(317) 575-7113	jkramer@firestonebp.com	Manufacturer	#011304-Firestone	Alhambra, CA	\$ 68,415.00	EPDM	EPDM	15 year	1/6/2009
Firestone Building Products Co.	Jeff Kramer	(317) 575-7113	jkramer@firestonebp.com	Manufacturer	#014540-Firestone	Olympia, WA	\$ 37,080.00	QC	QC	15 year	8/27/2010
Firestone Building Products Co.	Jeff Kramer	(317) 575-7113	jkramer@firestonebp.com	Manufacturer	#019445-Firestone	La Mesa, CA	\$ 24,490.00	Firestone	TPO	15 year	1/16/2007
Firestone Building Products Co.	Jeff Kramer	(317) 575-7113	jkramer@firestonebp.com	Manufacturer	#02705-Firestone	Bakersfield, CA	\$ 31,685.00	Firestone	EPDM	15 year	12/8/2010
Firestone Building Products Co.	Jeff Kramer	(317) 575-7113	jkramer@firestonebp.com	Manufacturer	#125962-Firestone	Paramount, CA	\$ 294,821.00	Firestone	EPDM	15 year	1/6/2009
Firestone Building Products Co.	Jeff Kramer	(317) 575-7113	jkramer@firestonebp.com	Manufacturer	#595691-Firestone	Los Angeles, CA	\$ 66,774.00	Firestone	EPDM - ISO 95+	20 year	2/21/2011
Firestone Building Products Co.	Jeff Kramer	(317) 575-7113	jkramer@firestonebp.com	Manufacturer	#650195-Firestone	Fullerton, CA	\$ 64,927.00	Firestone	EPDM 60 mil	15 year	10/18/2011
Firestone Building Products Co.	MOD	(909) 591-3911	mod@firestonebp.com	Manufacturer	#9778-CVS-Chino, CA	Chino, CA	\$ 15,498.00			15 year	1/27/2012
Firestone Building Products Co.	Jeff Kramer	(317) 575-7113	jkramer@firestonebp.com	Manufacturer	#025380-Firestone-El Cajon, C	El Cajon, CA	\$ 71,232.99			15 year	12/10/2012
Firestone Building Products Co.	Linda Carey	(317) 575-7021	lcarey@firestonebp.com	Manufacturer	#029106-Firestone-National CI	National City, CA	\$ 58,531.00			15 year	12/8/2012
Firestone Building Products Co.	Linda Carey	(317) 575-7021	lcarey@firestonebp.com	Manufacturer	#025984-Firestone-Diamond 6	Diamond Bar, CA	\$ 52,307.00			15 year	10/26/2012
First United Methodist Church of Wayne Nash	Wayne Nash	714-532-6363	wnash@firstumc.org	Church	First United Methodist Church	Orange, CA	\$ 42,480.00	GAF	Shingle	50 yr	10/1/2008
Foundation for A Course in Miracles	Karla Royer	(951) 296-6261	karla@fcm.org	Industrial	Foundation for a Course in Miracles	San Juan Capistrano, CA	\$ 38,975.00	LaPolla	Foam	10 yr	6/18/2012
G & S Associates	Kendall Jacobs	(951) 739-7513	kjacobs@gssassociates.com	Property Manager	G & S Associates	Corona, CA	\$ 11,980.00			1 Year	5/9/2012
GE Property Management, Inc.	Mandy Hu	(626) 388-8887	mandy@geproperty.com	Property Manager	701 to 711 West Valley Blvd.	Alhambra, CA	\$ 14,350.00	LaPolla	Econo - Shield	Whole Roof - CIS	9/22/2015
GE Property Management, Inc.	Mandy Hu	(626) 388-8887	mandy@geproperty.com	Property Manager	701 to 711 West Valley Blvd.	Alhambra, CA	\$ 24,960.00	LaPolla	Econo-Shield	10 year	8/14/2014
GE Property Management, Inc.	Mandy Hu	(626) 388-8887	mandy@geproperty.com	Property Manager	701 to 711 West Valley Blvd.	Alhambra, CA	\$ 17,400.00	LaPolla	Econo - Shield Year THREE	12 Year Econo Shield - CIS & 10 Year Labor & Mat'l LaPolla Coatings	9/4/2016
GE Property Management, Inc.	Mandy Hu	(626) 388-8887	mandy@geproperty.com	Property Manager	701 to 711 West Valley Blvd.	Alhambra, CA	\$ 24,960.00	LaPolla	Econo - Shield Year THREE	12 Year Econo Shield - CIS & 10 Year Labor & Mat'l LaPolla Coatings	9/4/2016
G.M. Northrup Corporation	Aaron Maenke	(952) 426-3090	aaron@gmnorthrup.com	General Contractor	#3474-O'Reilly-Redwood City	Redwood City, CA	\$ 24,152.00			1 year	10/28/2012
GMU Biotechical	Gary Urban	(949) 888-6513	gary@gmubio.com	Industrial	23241 Arroyo Vista	Rancho Santa Margarita, CA	\$ 15,022.00			1 year	3/27/2011
Gold Coast Enterprises	Heather Johnson	(714) 288-2620	heather@goldcoastenter.com	HOA	Baldwin Park Villas	Baldwin Park, CA	\$ 12,850.00	LaPolla	Econo-Shield 1st Year	1 year	12/24/2015
Gold Coast Enterprises	Jennifer Castellanos	(714) 288-2620	jcastellanos@goldcoastenter.com	HOA	Baldwin Park Villas	Baldwin Park, CA	\$ 23,387.00	LaPolla	Econo-Shield	10 year	2/15/2013
Gold Coast Enterprises	Jennifer Castellanos	(714) 288-2620	jcastellanos@goldcoastenter.com	HOA	Baldwin Park Villas	Baldwin Park, CA	\$ 14,255.00	LaPolla	Econo-Shield 1st Year	1 year - CIS	9/13/2013
Google	Chris Illingworth	310-560-8751	cillingworth@google.com	Retail	321 Hampton Dr., 340 Main st	Venice, CA 90291	\$ 12,065.00	N/A	N/A	1 Year	8/15/15/21 & 350/ 7/27/15
Hancock, David & Teri	Teri Hancock	(602) 403-5463	thancock@terihandco.com	Residential	Residence - Rental	Glendale, AZ	\$ 6,924.00	Tamko-Laminate	Shingles (tiles)	30 year	12/2/2010
Hays, Kenneth	Kenneth Hays	(714) 366-9918	kenneth@hays.com	Residential	Hays Residence	Santa Ana, CA	\$ 16,175.00	CertainTeed	Shingles	lifetime	5/8/2013
Healthcare Management Services	Vince Hambright	(818) 247-6200	vince.hambright@roadrunner.com	Hospital	Kennedy Care Center	Los Angeles, CA	\$ 113,948.00	National Coatings	Roof Coating	15 year	1/11/2010
Hemet Unified School District	Linda Sublette	(951) 765-5200	lsublette@hemetunified.k12.ca.us	School	Santa Fe Ed & District Office	Hemet, CA	\$ 63,704.00	Garland	Repair/ Re-Roof	30 year	12/6/2013
Hillsford HOA C/O Amber Property Management	Jay Agulera	949-429-5831	jay@ambergpm.com	HOA	Hillsford HOA	Lake Forest, CA	\$ 15,800.00	UPI Coatings	Deck work	1 year	4/23/2015
Hines	Amy Higuchi	(949) 313-2212	amy.higuchi@hines.com	Property Manager	4000 MacArthur Lower Roof	Newport Beach, CA	\$ 86,850.00	Duro-Last	Overlay Extg BUR Roof	2 Year CIS - 20 Year MFR	10/13/2016
H.L. Miller, Inc	Howard Miller	714-998-8699	hmler@hlmiller.com	Public Works	Prima Descha Landfill	San Juan Capistrano, CA	\$ 29,525.00	Repair work	Repair work	1 year	12/9/2014
HMC	Tara Walner	909-824-8002 X: 223	tara@hmcconstruction.com	General Contractor	Ashley Furniture @ Savi Ranch	Yorba Linda, CA	\$ 18,165.00	Repair work	Repair work	Areas Only	2/25/2016
Hoehner, Conrad	Conrad Hoehner	(949) 933-0820	conrad@hoehner.com	Home Owner	Hoehner Residence	Santa Ana, CA	\$ 14,110.00	Solar installation	Enphase/Phono Solar	25 year	10/22/2010
Hoffa Hut - Lucilles	Richard Lynde	(562) 260-6754	rllynde@luxillobel.com	Restaurant	Lucilles at Victoria Gardens	Rancho Cucamonga, CA	\$ 109,000.00	Sarnafil	Single Ply	20 year	8/26/2016
Horizon Retail Construction	Kyle Roadt	(262) 865-6129	kyle@horizonretail.com	General Contractor	Woodland Hills Shopping Cent	Woodland Hills, CA	\$ 27,408.00	Repsir work	Repair work	areas only	5/28/2016
Hotel Mac Rae	Helen Biery	(805) 458-2706	hb277@hotelmacrae.com	Hospitality	Hotel Mac Rae	Avalon, CA	\$ 49,895.00		LaPolla		6/16/2010
Howard Building Corp. (HBC)	Adam Herig	(213) 683-1850	aherig@hbcbuildings.com	General Contractor	Google Venice	Venice, CA	\$ 35,632.00			10 Year	11/13/2012
Hult, Peter	Peter Hult	(323) 459-1981	N/A	Residential	Hult Residence	Los Angeles, CA	\$ 14,890.00	LaPolla	SPF	10 Year	12/18/2012
Icon-West, Inc.	Mr. Bernard	(310) 502-5423	bernard@icon-west.com	Public Works	City of Huntington Beach - Ser	Huntington Beach, Ca	\$ 331,687.00	Garland	Coating	5 year	2/18/2016
ICU Medical Inc.	Josh Loveland	(949) 366-7183	jloveland@icu-med.com	Healthcare	ICU Medical Inc.	San Clemente, CA	\$ 17,800.00				9/21/2012
ITX Construction	Billy Martin	(714) 254-8400	N/A	Property Manager	Blue Coral Restaurant	San Diego, CA	\$ 16,893.45		BUR	15/30/2006	
ITX Construction	Lorie Frank	(714) 258-8400	lorie@itxconstruction.com	General Contractor	Paul Martins American Grill	Rancho Cucamonga, CA	\$ 24,014.00	N/A	Repair	1 year	5/21/2014
ITX Construction	J.A. Stowell	(949) 631-8809	jastowell@itxconstruction.com	General Contractor	Outback @ Orange	Orange, CA	\$ 13,600.00	N/A	N/A	1 year - CIS	7/9/2015
Jamieson, Doreen	Doreen Jamieson	(310) 594-7959	doreen@pacbell.net	Residential	Jamieson Residence	Gardena, CA	\$ 10,200.00	LaPolla	Foam	10 year	4/22/2011
John Cossette Productions	Rita Cossette	(310) 445-5500	ritacossette@mac.com	Private Company	2040 Stone Properties LLC	Los Angeles, CA	\$ 19,750.00	LaPolla	Econo-Shield - 1st year	1 year	8/19/2011
Jordan, Christina	Jordan, Christina	(714) 747-8676	jordan@jacobson.net	Residential	Jordan Residential	Buena Park, CA	\$ 20,085.00	GAF	GAF TIMBERLINE HD Shingles	12 year	2/18/2016
Kane, Michael	Irlen Kane	(949) 433-0148	irlean@kane.net	Residential	Kane Residence	Big Bear Lake, CA	\$ 27,812.00				9/14/2016
KBI	Jack Klier	(714) 832-5777	N/A	General Contractor	Prima Descha Landfill	San Juan Capistrano, CA	\$ 35,535.00	Dow Roofing	Single ply	10 year	3/24/2015
Keamy Real Estate Company	Miles Cruz	(310) 675-6129	miles@keamy.com	Property Manager	Century Business	Hawthorne, CA	\$ 137,245.00	National Coatings	Coating	10 year	10/27/2008
Keamy Real Estate Company	Nick Dimaggio	(619) 702-8130	ndimaggio@keamy.com	Property Manager	Ocean View Hills	San Diego, CA	\$ 10,160.00	N/A	Repair	1 year	10/22/2014

Project Reference List

Customer Name	Contact Name	Contact Phone	Contact E-Mail	Former Classification (Sub)	Location Name	Location City / State	Sold Amount	Manufacturer	Roof System	Warranty	Completion Date
Keamy Real Estate Company	Nick Dimaggio	(619) 702-8130	ndimaggio@keamy.com	Property Manager	Ocean View Hills	San Diego, CA	\$ 10,160.00				10/19/2012
Keamy Real Estate Company	Nick Dimaggio	(619) 702-8130	ndimaggio@keamy.com	Property Manager	Ocean View Hills	San Diego, CA	\$ 10,160.00	N/A	Repair	1 year	11/11/2016
Keamy Real Estate Company	Nick Dimaggio	(619) 702-8130	ndimaggio@keamy.com	Property Manager	Ocean View Hills	San Diego, CA	\$ 10,160.00	N/A	Repair	1 year	10/3/2013
Kohke, Mike	Mike Kohke	(949) 455-9999	mkohke@kohke.com	Residential	Khoeze Residence	Mission Viejo, CA	\$ 13,576.00		Shingles	30 year	1/19/2006
Kall Company	Sam DeJoy	(949) 275-3939	psam@kall.com	Property Manager	Park Center II Office Building	Plano, TX	\$ 254,427.00	Firestone	Firestone TPO Single-Ply	15 year	2/7/2014
KNS Wang Capital Group	Stewart Wang	(509) 985-6030	stewart.wang@kns.com	Property Manager	70 N. Hudson Ave.	Pasadena, CA	\$ 11,500.00	N/A	Repairs district wide	1 year	9/28/2014
KNS Wang Capital Group	Stewart Wang	(626) 428-0772	stewart.wang@kns.com	Property Manager	70 N. Hudson Ave.	Pasadena, CA	\$ 11,500.00	N/A	Repairs district wide	1 year	4/20/2012
Laguna Beach USD	Jeff Dixon	949-497-7700 X. 5212	jdixon@lbusd.org	School	Top of the World Elementary	Laguna Beach	\$ 203,213.10	Garland	Single ply / coating	10 year	9/3/2015
La Costa Resort	Matt Daniel	(760) 804-4616	mdaniel@lrcosta.com	Resort	N3 Building	Carlsbad, CA	\$ 46,360.00	Duro-Last	50 mil. White bareback	15 years	12/3/2012
Latter Roofing Company	David Poince	(714) 633-0030	N/A	Roofing Company	Bird High School	Sun Valley, CA	\$ 19,945.00		Foam/Coating	3/19/2009	
Lincoln Avenue Property	Norman Kingston	(949) 679-2216	kingston@lincolnave.com	Property Manager	Lincoln Avenue Property	Anaheim, CA	\$ 11,730.00	LaPolla	Econo-Shield - 1st year	2nd year	1/31/2012
Lincoln Avenue Property	Norman Kingston	949-679-2216	kingston@lincolnave.com	Property Manager	Lincoln Avenue Property	Anaheim, CA	\$ 11,730.00	LaPolla	Econo-Shield - 3rd year	3rd year	2/13/2013
Lindseth Construction Inc.	Edward A. Lindseth	(951) 427-1572	ed@lindsethconstruction.com	General Contractor	Big Bear City Main Post Office	Big Bear, CA	\$ 29,200.00	shingle	shingle warranty	6/7/2013	
Lindseth, Linda	Linda Unnebach	(949) 400-4022	linda59@aol.com	Residential	Residence	Lake Forest, CA	\$ 9,675.00	GAF	TPO, tan colored	15 year	2/12/2011
Lots At Elbel	Greg Sablin	562-243-5553	lsablin@elbel.com	HOA	Messingham HOA	Long Beach, CA	\$ 29,855.00	LaPolla	Roof Coating	10 years	2/11/2015
Los Angeles County Office of Educ	Charles Cusumano	(562) 803-8286	ccusumano@lacc.edu	School	Education Center East Roof	Downey, CA	\$ 38,690.00	National Coatings	Roof Coating	10 year	6/28/2008
Los Angeles County Office of Educ	Chris Nelson	(562) 257-7437	nelson_chris@lacc.edu	School	Tri-C Community Day School	Compton, CA	\$ 10,744.00		Roof Repairs		
Los Angeles County Office of Education	Chris Burns	(562) 803-8286	cburns@lacc.edu	School	Educational Center East	Downey, CA	\$ 36,185.00	GAF	TPO Single Ply	3 year	12/2/2016
Los Angeles County Office of Education	Chris Nelson	(562) 257-7437	nelson_chris@lacc.edu	School	Camp Glenn Rocky School	San Dimas, CA	\$ 18,374.00	Duro-Last	PVC Single ply	15 year	6/19/2013
Lyle Parks Jr. Construction	Jesse Coria	(714) 632-3210	jcoria@lyleparks.com	General Contractor	3930 S Bristol	Santa Ana, CA	\$ 133,912.00	Sarnafil	.060 Mil single ply roof	10/20/2006	
Lyle Parks Jr. Construction	Jesse Coria	(714) 632-3210	jcoria@lyleparks.com	General Contractor	Bristol & Sunflower Phase II	Santa Ana, CA	\$ 295,675.00		Tile roof system	12/13/2007	
Mansfield, Pat	Pat Mansfield	(949) 340-1559	pat.mansfield@netnet.com	Residential	Residential Home	Mission Viejo, CA	\$ 16,970.00	GAF	shingle warranty	lifetime	3/3/2016
Marie Callender's Restaurants	Jim Vickers	(949) 448-5321	jim.vickers@mcrc.com	Restaurant	#182-Bakersfield	Bakersfield, CA	\$ 15,770.00	N/A	Tile roof system	3 years	4/29/2015
Marie Callender's Restaurants	Jim Vickers	(949) 448-5321	jim.vickers@mcrc.com	Restaurant	#50-Buena Park	Buena Park, CA	\$ 49,161.00	Duro-Last	TPO	15 year	12/30/2011
Marie Callender's Restaurants	Jim Vickers	(949) 448-5321	jim.vickers@mcrc.com	Restaurant	#117-Victoria	Victoria, CA	\$ 35,153.00	LaPolla	Econo-Shield Sprayed in place	10 years	10/28/2013
Marie Callender's Restaurants	Joel Lopez	(661) 327-0477	jlopez@mcrc.com	Restaurant	#73-Bakersfield	Bakersfield, CA	\$ 32,810.00			5/23/2012	
Marie Callender's Restaurants	Joel Lopez	(661) 327-0477	jlopez@mcrc.com	Restaurant	#75-West Covina	West Covina, CA	\$ 25,660.00			5/7/2012	
Marie Callender's Restaurants	Joel Lopez	(661) 327-0477	jlopez@mcrc.com	Restaurant	3801 California Ave.	Bakersfield, CA	\$ 32,810.00		Tile & Flate	1 year	5/25/2012
Marie Callender's Restaurants	Joel Lopez	(661) 327-0477	jlopez@mcrc.com	Restaurant	#79-Citrus Heights	Citrus Heights, CA	\$ 35,610.00		Tile & Flate	1 year	5/23/2012
MarWest Solar	Josh Beeson	(310) 820-7080	jbeeson@marwestsolar.com	Manufacturer	NCTD Breeze Facility	Oceanside, CA	\$ 151,119.00	Firestone	TPO - .060 mil.	20 year	4/22/2011
MarWest Solar	Gary Martin	(714) 816-2883	gmartin@marwestsolar.com	Residential	Gary Martin Residence	Valley, CA	\$ 24,960.00	N/A	Solar	25 year	12/12/2016
MarWest Solar	Gary Martin	(714) 816-2883	gmartin@marwestsolar.com	Residential	Gary Martin Residence	Valley, CA	\$ 24,960.00	N/A	Solar	25 year	12/12/2016
MarWest Solar	Gary Martin	(714) 816-2883	gmartin@marwestsolar.com	Residential	Gary Martin Residence	Valley, CA	\$ 24,960.00	N/A	Solar	25 year	12/12/2016
MarWest Solar	Gary Martin	(714) 816-2883	gmartin@marwestsolar.com	Residential	Gary Martin Residence	Valley, CA	\$ 24,960.00	N/A	Solar	25 year	12/12/2016
Maul Brian Properties, LLC	Brian Kessler	(310) 466-2042	brian.kessler@maulbrian.com	Property Manager	North Valley Commerce Center	Sylmar, CA	\$ 10,000.00	N/A	N/A	1 year	2/16/2017
Maul Brian Properties, LLC	Brian Kessler	(310) 466-2042	brian.kessler@maulbrian.com	Property Manager	Maul Brian Properties, LLC	Los Angeles, CA	\$ 15,175.00			9/21/2012	
Maul Brian Properties, LLC	Brian Kessler	(310) 466-2042	brian.kessler@maulbrian.com	Property Manager	Maul Brian Properties, LLC	Los Angeles, CA	\$ 14,970.00	LaPolla	Econo Shield - 3rd year	10 year	2/25/2014
Maul Brian Properties, LLC	Brian Kessler	(310) 466-2042	brian.kessler@maulbrian.com	Property Manager	Maul Brian Properties, LLC	Los Angeles, CA	\$ 14,970.00	LaPolla	Econo Shield - 3rd year	10 year	2/25/2014
Maul Brian Properties, LLC	Brian Kessler	(310) 466-2042	brian.kessler@maulbrian.com	Property Manager	Maul Brian Properties, LLC	Los Angeles, CA	\$ 14,970.00	LaPolla	Econo Shield - 3rd year	10 year	2/25/2014
Maul Brian Properties, LLC	Brian Kessler	(310) 466-2042	brian.kessler@maulbrian.com	Property Manager	Maul Brian Properties, LLC	Los Angeles, CA	\$ 14,970.00	LaPolla	Econo Shield - 3rd year	10 year	2/25/2014
Maul Brian Properties, LLC	Brian Kessler	(310) 466-2042	brian.kessler@maulbrian.com	Property Manager	Maul Brian Properties, LLC	Los Angeles, CA	\$ 14,970.00	LaPolla	Econo Shield - 3rd year	10 year	2/25/2014
Maul Brian Properties, LLC	Brian Kessler	(310) 466-2042	brian.kessler@maulbrian.com	Property Manager	Maul Brian Properties, LLC	Los Angeles, CA	\$ 14,970.00	LaPolla	Econo Shield - 3rd year	10 year	2/25/2014
Maul Brian Properties, LLC	Brian Kessler	(310) 466-2042	brian.kessler@maulbrian.com	Property Manager	Maul Brian Properties, LLC	Los Angeles, CA	\$ 14,970.00	LaPolla	Econo Shield - 3rd year	10 year	2/25/2014
Maul Brian Properties, LLC	Brian Kessler	(310) 466-2042	brian.kessler@maulbrian.com	Property Manager	Maul Brian Properties, LLC	Los Angeles, CA	\$ 14,970.00	LaPolla	Econo Shield - 3rd year	10 year	2/25/2014
Maul Brian Properties, LLC	Brian Kessler	(310) 466-2042	brian.kessler@maulbrian.com	Property Manager	Maul Brian Properties, LLC	Los Angeles, CA	\$ 14,970.00	LaPolla	Econo Shield - 3rd year	10 year	2/25/2014
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Maul Brian Properties, LLC	Brian Kessler	(310) 466-2042	brian.kessler@maulbrian.com	Property Manager	Maul Brian Properties, LLC	Los Angeles, CA	\$ 14,970.00	LaPolla	Econo Shield - 3rd year	10 year	2/25/2014
Maul Brian Properties, LLC	Brian Kessler	(310) 466-2042	brian.kessler@maulbrian.com	Property Manager	Maul Brian Properties, LLC	Los Angeles, CA	\$ 14,970.00	LaPolla	Econo Shield - 3rd year	10 year	2/25/2014
Maul Brian Properties, LLC	Brian Kessler	(310) 466-2042	brian.kessler@maulbrian.com	Property Manager	Maul Brian Properties, LLC	Los Angeles, CA	\$ 14,970.00	LaPolla	Econo Shield - 3rd year	10 year	2/25/2014
Maul Brian Properties, LLC	Brian Kessler	(310) 466-2042	brian.kessler@maulbrian.com	Property Manager	Maul Brian Properties, LLC	Los Angeles, CA	\$ 14,970.00	LaPolla	Econo Shield - 3rd year	10 year	2/25/2014
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Maul Brian Properties, LLC	Brian Kessler	(310) 466-2042	brian.kessler@maulbrian.com	Property Manager	Maul Brian Properties, LLC	Los Angeles, CA	\$ 14,970.00	LaPolla	Econo Shield - 3rd year	10 year	2/25/2014
Maul Brian Properties, LLC	Brian Kessler	(310) 466-2042	brian.kessler@maulbrian.com	Property Manager	Maul Brian Properties, LLC	Los Angeles, CA	\$ 14,970.00	LaPolla	Econo Shield - 3rd year	10 year	2/25/2014
Maul Brian Properties, LLC	Brian Kessler	(310) 466-2042	brian.kessler@maulbrian.com	Property Manager	Maul Brian Properties, LLC	Los Angeles, CA	\$ 14,970.00	LaPolla	Econo Shield - 3rd year	10 year	2/25/2014
Maul Brian Properties, LLC	Brian Kessler	(310) 466-2042	brian.kessler@maulbrian.com	Property Manager	Maul Brian Properties, LLC	Los Angeles, CA	\$ 14,970.00	LaPolla	Econo Shield - 3rd year	10 year	2/25/2014
Maul Brian Properties, LLC	Brian Kessler	(310) 466-2042	brian.kessler@maulbrian.com	Property Manager	Maul Brian Properties, LLC	Los Angeles, CA	\$ 14,970.00	LaPolla	Econo Shield - 3rd year	10 year	2/25/2014
Maul Brian Properties, LLC	Brian Kessler	(310) 466-2042	brian.kessler@maulbrian.com	Property Manager	Maul Brian Properties, LLC	Los Angeles, CA	\$ 14,970.00	LaPolla	Econo Shield - 3rd year	10 year	2/25/2014
Maul Brian Properties, LLC	Brian Kessler	(310) 466-2042	brian.kessler@maulbrian.com	Property Manager	Maul Brian Properties, LLC	Los Angeles, CA	\$ 14,970.00	LaPolla	Econo Shield - 3rd year	10 year	2/25/2014
Maul Brian Properties, LLC	Brian Kessler	(310) 466-2042	brian.kessler@maulbrian.com	Property Manager	Maul Brian Properties, LLC	Los Angeles, CA	\$ 14,970.00	LaPolla	Econo Shield - 3rd year	10 year	2/25/2014
Maul Brian Properties, LLC	Brian Kessler	(310) 466-2042	brian.kessler@maulbrian.com	Property Manager	Maul Brian Properties, LLC	Los Angeles					

Project Reference List

Customer Name	Contact Name	Contact Phone	Contact E-Mail	Former Classification / Sub	Location Name	Location City / State	Sold Amount	Manufacturer	Roof System	Warranty	Completion Date
North American Roofing Systems	Caleb Hill	(828) 587-7767	chill@nausa.org	Roofing Contractor	Fidus Building	Las Vegas, NV	\$ 12,818.00	N/A	Repair work	1 year-CIS	11/15/2013
Nu Age Development, Inc.	John Rose	714-961-0224	jrose@nuage.com	General Contractor	UCI-D Med Sci Building C	Irvine, CA	\$ 79,400.00	Sarnafil	50 mil.	20 year	1/16/2015
Nu Age Development, Inc.	Jeff Lawhorn	714-961-0224	jlawhorn@nuage.com	General Contractor	Cal State University Fullerton	Fullerton, CA	\$ 83,200.00	Sarnafil	60 mil.	20 year	1/15/2015
Nu Age Development, Inc.	Jeff Lawhorn	714-961-0224	jlawhorn@nuage.com	General Contractor	Cal State University Fullerton	Fullerton, CA	\$ 79,058.00	Sarnafil	60 mil.	20 year	8/15/2011
Nu Age Development, Inc.	Jeff Lawhorn	714-961-0224	jlawhorn@nuage.com	General Contractor	Cal State University Fullerton	Fullerton, CA	\$ 16,280.00	Sarnafil	60 mil.	20 year	2/12/2012
Nu Age Development, Inc.	Jeff Lawhorn	714-961-0224	jlawhorn@nuage.com	General Contractor	Cal State University Fullerton	Fullerton, CA	\$ 137,400.00	Sarnafil	60 mil.	20 year	2/12/2012
Nu Age Development, Inc.	Jeff Lawhorn	714-961-0224	jlawhorn@nuage.com	General Contractor	Cal State University Fullerton	Fullerton, CA	\$ 85,553.62	GAF	Shingle	lifetime	9/27/2013
Nu Age Development, Inc.	Jeff Lawhorn	714-961-0224	jlawhorn@nuage.com	General Contractor	DEA Building	Los Angeles, CA	\$ 38,775.00	Sarnafil	Single ply	15 year	3/15/2013
Nu Age Development, Inc.	Jeff Lawhorn	714-961-0224	jlawhorn@nuage.com	General Contractor	Rancho Sencor Center	Irvine, CA	\$ 100,860.00				4/24/2012
Nu Age Development, Inc.	Jeff Lawhorn	714-961-0224	jlawhorn@nuage.com	General Contractor	Heritage Park	Irvine, CA	\$ 39,960.00				7/27/2012
Nu Age Development, Inc.	Jeff Lawhorn	714-961-0224	jlawhorn@nuage.com	General Contractor	Cal State Fullerton El Dorado	Fullerton, CA	\$ 82,000.00				9/27/2012
Nu Age Development, Inc.	Jeff Lawhorn	714-961-0224	jlawhorn@nuage.com	General Contractor	CSUF Education Classrooms (D)	Fullerton, CA	\$ 15,750.00	UPI Coatings	Coating	1 year	4/2/2013
Nu Age Development, Inc.	Jeff Lawhorn	714-961-0224	jlawhorn@nuage.com	General Contractor	UCI Student Health Center	Irvine, CA	\$ 410,835.94	EverRoof Coating	Coating	10 year	1/24/2014
Nu Age Development, Inc.	John Rose	714-961-0224	jrose@nuage.com	General Contractor / Pub	Med Sci Building A, B, C & D	Irvine, CA	\$ 81,235.00	Poly Glass	Coating	10 year	4/5/2017
Oaks, The 24/7 Real Manage	JoAnn	(623) 217-0524	jann.green@oaksmgmt.com	HOA	The Oaks	Tempe, AZ	\$ 15,278.00				2/24/2012
OCFA	Steve Klein	(714) 573-6485	steve.klein@ocfa.org	Public Works	OCFA Headquarters Bldg C	Irvine, CA	\$ 27,209.00	N/A	Repair	1 year	11/24/2015
OCFA	Steve Klein	(714) 573-6485	steve.klein@ocfa.org	Public Works	OCFA Station #75	Santa Ana, CA	\$ 21,454.00	Soprema	Modified Bitumen	12	7/3/2012
OCFA	Marilyn	(714) 573-6470	marilyn@ocfa.org	Public Works	OCFA Headquarters	Irvine, CA	\$ 14,938.00				10/29/2010
OCFA	Steve Klein	714-573-6400	steve.klein@ocfa.org	Public Works	OCFA Headquarters (6 bldgs)	Irvine, CA	\$ 17,760.00	N/A	Repair	1 year	2/7/2013
OCFA	Steve Klein	714-573-6400	steve.klein@ocfa.org	Fire Station	OCFA Headquarters (5 bldgs)	Irvine, CA	\$ 12,900.00	N/A	Repair	1 year	1/26/2016
OCFA	Steve Klein	(714) 573-6475	steve.klein@ocfa.org	Public Works	\$7 Stations	Various Locations In CA	\$ 28,500.00				3/1/2012
OCFA	Steve Klein	(714) 573-6400	steve.klein@ocfa.org	Public Works	HQ Bldg B-1	Irvine, CA	\$ 17,760.00				5/11/2012
OCFA	Steve Klein	(714) 573-6475	steve.klein@ocfa.org	Public Works	#75-Santa Ana	Santa Ana, CA	\$ 20,295.44				7/3/2012
OCFA	Steve Klein	(714) 720-6067	steve.klein@ocfa.org	Public Works	OCFA Headquarters (6 bldgs)	Irvine, CA	\$ 12,900.00	N/A	Repair	1 year	5/7/2014
Off Limits	Roger Alford	949-645-3199	ralford@offlimits.net	Restaurant	Off Limits	Anaheim, CA	\$ 38,730.00	GAF	GAR	15 year	10/28/2015
Ontario-Monterey School District	Marcos Alfaro	(661) 257-1805	marcos.alfaro@omdsd.net	School	Nadine Griff Mack Nutrition C	Ontario, CA	\$ 182,802.37				10/30/2012
Ontario-Monterey School District	Marcos Alfaro	(661) 257-1805	marcos.alfaro@omdsd.net	School	Nadine Griff Mack Nutrition C	Ontario, CA	\$ 238,412.00				11/7/2012
Orange Coast College	Michael Goode	(714) 438-4640	mgoode@occc.edu	School	Basil H. Peterson Gymnasium	Costa Mesa, CA	\$ 41,950.00	Verico	JOB0 Mil TPO Single Ply	20 year	2/13/2007
O'Reilly Auto	Carmen Melvin	(602) 294-7433	cmelvin@oreillyauto.com	Retail	#2583	Paso Robles	\$ 16,695.00	Duro-Last	PVC - .050	15 year	4/21/2011
O'Reilly Auto	Amy Strouf	(602) 631-7433	astrouf@oreillyauto.com	Retail	#2613	Tucson, AZ	\$ 28,212.00	Duro-Last	PVC - .050	15 year	10/14/2010
O'Reilly Auto	Tom McFall	(602) 631-7135	tmcfall@oreillyauto.com	Retail	#2646	Poway, CA	\$ 16,250.00	GAF	TPO	10	4/18/2011
O'Reilly Auto	Amy Strouf	(602) 294-7433	astrouf@oreillyauto.com	Retail	#2653	Nogales, AZ	\$ 67,552.00	Firestone	PVC	15 year	6/1/2011
O'Reilly Auto	Tom McFall	(602) 631-7135	tmcfall@oreillyauto.com	Retail	#3219	Roseville, CA	\$ 42,823.66	Duro-Last	TPO	15 year	2/3/2012
O'Reilly Auto	Tom McFall	(602) 631-7135	tmcfall@oreillyauto.com	Retail	#2680	Westminster, CA	\$ 26,735.00	Duro-Last + shingle	50 mil. Fleece back PVC	15 year	6/1/2011
O'Reilly Auto	Amy Strouf	(602) 631-7433	astrouf@oreillyauto.com	Retail	#3015	Flagstaff, AZ	\$ 32,133.00	Duro-Last	PVC - .050	15 year	9/17/2010
O'Reilly Auto	Amy Strouf	(602) 631-7433	astrouf@oreillyauto.com	Retail	#3149	Phoenix, AZ	\$ 104,061.00	Duro-Last	PVC - .050	15 year	11/4/2010
O'Reilly Auto	Amy Strouf	(602) 294-7433	astrouf@oreillyauto.com	Retail	#3236	Tucson, AZ	\$ 31,925.00	Duro-Last	TPO	12/9/2009	
O'Reilly Auto	John Ryder	(602) 294-7433	jryder@oreillyauto.com	Retail	#3474	Redwood City, CA	\$ 77,805.00	Duro-Last	PVC - .060	15 year	1/12/2012
O'Reilly Auto	Amy Strouf	(602) 294-7433	astrouf@oreillyauto.com	Retail	#3500	Mesa, AZ	\$ 32,750.00	Duro-Last	TPO	9/5/2009	
O'Reilly Auto	Amy Strouf	(602) 631-7433	astrouf@oreillyauto.com	Retail	#5575-Tucson, ZA	Tucson, AZ	\$ 25,000.00				11/16/2012
Ortiz Brothers Moving & Storage	Eric Ortiz	(323) 221-3393	erortiz11@mac.com	Industrial	141 W. Ave 34	Los Angeles, CA	\$ 230,600.00	LaPolla	Econo-Shield	15 year	1/16/2013
Pacific Development	Susan Under	(949) 760-8591	sunder@pacificdev.com	Property Manager	Shopping Center	Escondido, CA	\$ 12,450.00	LaPolla	Econo-Shield, 3 yr-complete	12 year	10/21/2010
Pacific Development Group	Tony Zarnelli	(949) 760-8591	tzarnelli@pacificdev.com	Property Manager	22035 Hawthorne Blvd-Torrance	Torrance, CA	\$ 52,455.00				6/7/2006
Pacific Development Group	Donna Mumford	(949) 760-8591	dmumford@pacificdev.com	Property Manager	L. A. Fitness-Woodland Hills	Woodland Hills, CA	\$ 249,720.00	Duro-Last	PVC - .050	20 year	6/5/2012
Pacific Development Group	Leanne Melssner	(949) 760-8591	lmeissner@pacificdev.com	Property Manager	2419-2425 E. Valley Pkwy	Escondido, CA	\$ 24,870.00	GAF	TPO	20 year	7/1/2006
Pacific Development Group	Donna Mumford	(949) 760-8591 x28	dmumford@pacificdev.com	Property Manager	Woodland Hills Shopping Center	Woodland Hills, CA	\$ 255,352.00				6/6/2012
Pacific Development Group	Donna Mumford	(949) 760-8591 x28	dmumford@pacificdev.com	Property Manager	Woodland Hills Shopping Center	Woodland Hills, CA	\$ 608,350.00	Duro-Last	50 mil. Fleece back PVC	20 year	10/18/2013
Pacific Development Group	Donna Mumford	(949) 760-8591 x28	dmumford@pacificdev.com	Property Manager	Woodland Hills Shopping Center	Woodland Hills, CA	\$ 11,410.00	N/A	Repair	3 year	3/21/2014
Pacific Real Estate Management	Maira Romero	(818) 774-0777	mromero@pacificrem.com	Property Manager	Northridge HOA-Phase II	Northridge, CA	\$ 103,050.00	LaPolla	Coating	10 year	11/30/2008
Pacific Real Estate Management	Maira Romero	(818) 774-0777	mromero@pacificrem.com	Property Manager	Northridge HOA-Phase III	Northridge, CA	\$ 84,065.00	LaPolla	Coating	10 year	11/7/2008
Pacific Real Estate Management	Gary Khammipour	(310) 476-3676	gkhammipour@pacificrem.com	Property Manager	2115 Colorado Ave	Santa Monica, CA	\$ 38,600.00		Foam	10 year	6/5/2008
Palm Springs USD	Gregg Shoemaker	(760) 322-4115	gshoemaker@psusd.us	School	Desert Hot Springs HS	Desert Hot Springs CA 92240	\$ 14,998.00	N/A	Repair	1 year	4/8/2015
Palm Springs USD	Gregg Shoemaker	(760) 322-4115	gshoemaker@psusd.us	School	Cathedral City HS	Cathedral City, CA	\$ 31,248.00	N/A	Repair	1 year	7/31/2014
Palo Verde USD	Valeria Coronado	760-992-1332 opt 2	N/A	School	Palo Verde HS	Blythe, CA	\$ 86,584.00	Garland	Coating	30 year	6/18/2015
Palo Verde USD	Marty Braden	(761) 992-1332	mbraden@pvsusd.us	School	Ruth Brown E.S. Cafeteria Bldg	Blythe, CA	\$ 19,899.00	Garland	Foam Repair	1 year	5/7/2016
Palo Verde USD	Valeria Coronado	760-992-1332 opt 2	N/A	School	Twin Palm HS	Blythe, CA	\$ 31,605.00	Garland	BUR / Coating	30 year	4/3/2015
Penitente Metal Processing	Frank Grana	(213) 713-1252	frankgrana@me.com	Industrial	Penitente Metal Processing	Los Angeles, CA	\$ 55,000.00	LaPolla	Foam / Coating	10 year	5/9/2011
Plaskolite, Inc.	Mark Grindley	(614) 619-9051	mark.grindley@plaskolite.com	Property Manager	2225 E. Del Amo Blvd.	Compton	\$ 458,093.00	Sika Sarnafil & LaPolla	Single ply / Foam	25 year	6/9/2014
PS Business Parks	Jennifer Brey	(562) 421-6100 x207	jbrey@psbusinessparks.com	Property Manager	350 S. Crenshaw	Torrance, CA	\$ 152,858.00	Johns Manville	BUR	10 year	8/19/2010
PS Business Parks	Jennifer Brey	(562) 421-6100 x207	jbrey@psbusinessparks.com	Property Manager	6800 S. 8th	Buena Park, CA	\$ 11,970.00	Firestone	Red Shield	15 years	4/10/2015
PS Business Parks	Sandra Witchoy	(562) 421-6100	switchoy@psbusinessparks.com	Property Manager	2300 Walnut Bldg	Signal Hill, CA	\$ 28,790.00	N/A	waterproofing	2 year	2/23/2017
PS Business Parks	Karen Doss	(949) 454-7662	kdoss@psbusinessparks.com	Property Manager	Furniture Row	Laguna Hills, CA	\$ 21,554.00	N/A	Tile mansard	1 year	6/21/2013
PS Business Parks	Nicole Kasparian	(949) 454-7662	nkasparian@psbusinessparks.com	Property Manager	Canada Business Center	Lake Forest, CA	\$ 51,256.00	LaPolla	Foam / Coating	5 year	8/17/2011
PS Business Parks	Jennifer Brey	(562) 421-6100	jbrey@psbusinessparks.com	Property Manager	6880 Rth St-Buena Park	Buena Park, CA	\$ 188,652.00				9/14/2012
PS Business Parks	Jennifer Brey	(562) 421-6100	jbrey@psbusinessparks.com	Property Manager	17315 Edwards Road	Cerritos, CA	\$ 14,475.00	Firestone	tpo	20 year	8/19/2013
PS Business Parks	Jennifer Brey	(562) 421-6100	jbrey@psbusinessparks.com	Property Manager	12345 Ventura Blvd	Studio City, CA	\$ 47,440.00	Firestone	TPO	20 year	8/22/2013
PS Business Parks	Christen McGowan	(949) 922-4535	cmcgowan@psbusinessparks.com	Property Manager	22600-F Lambert St	Lake Forest, CA	\$ 37,371.00	N/A	N/A	3 Year CIS	2/16/2016
PS Business Parks	Christen McGowan	(949) 922-4535	cmcgowan@psbusinessparks.com	Property Manager	14 Hughes	Irvine, CA	\$ 59,545.00	Sarnafil	Single ply	5 year	5/30/2014
Pugliese, Bill	Bill Pugliese	(714) 290-9592	bpugliese12@yahoo.com	Residential	Pugliese Residence	Santa Clarita, CA	\$ 19,974.00				11/1/2012
Rancho Santiago Community College District				School	Santa Ana College- Bldg W	Santa Ana, CA	\$ 255,000.00				
Rancho Santiago Community College District	Darryl Taylor	714-480-7900	dtaylor@rrcc.edu	School	Santa Ana College - Chavez Ho	Santa Ana, CA	\$ 128,000.00	Garland	Metal	30 Year	9/4/2015
Rancho Santiago Community College District	Alex Oviedo	(714) 480-7517	N/A	School	Santa Ana College	Santa Ana, CA	\$ 57,865.00	Garland	BUR	30 year	8/18/2014
Rancho Santiago Community College District	Dave Gonzalez	714-604-4167	N/A	School	Santa Ana College - Bldg U	Santa Ana	\$ 22,300.00	N/A	Repair work	none	2/10/2017
Rancho Santiago Community College District	Steven Marshall	714-480-7510	Marshall.Steven@rsd.edu	School	Santa Ana College - Building W	Santa Ana, CA	\$ 234,000.00	Garland	BUR	30 Year 1 Year CIS	7/22/2016
Regal Entertainment	Monica Stoldt	865-925-9755	mstoldt@regalcinemas.com	Retail	#1024-Big Newport 6	Newport Beach, CA	\$ 12,085.00	N/A	Repairs	areas only	4/13/2017
Regal Entertainment	Josh Buckert	865-925-9499	josh.buckert@regalcinemas.com	Retail	#1030-Foothill West Covine	West Covina, CA	\$ 32,478.00	None	None	N/A	6/4/2015
Regal Entertainment	Steve Massey	865-925-9482	steve.massey@regalcinemas.com	Retail	#957-Foothill Towne Center	Foothill, CA	\$ 16,780.00	N/A	Maintenance	2 year	1/19/2015
Regal Entertainment	Barry Kilian	(865) 925-9482	barry.kilian@regalcinemas.com	Retail	#1024-Big Newport	Newport Beach, CA	\$ 52,672.00	Firestone	TPO - .060	15 year	8/4/2010

Customer Name	Contact Name	Contact Phone	Contact E-Mail	Owner Classification (Sub)	Location Name	Location City / State	Sold Amount	Manufacturer	Roof System	Warranty	Completion Date
Regal Entertainment	Barry Killian	(865) 925-9482	barry.killian@regal.com	Retail	#1042 Edwards Long Beach	Long Beach, CA	\$ 325,125.00	TPO			4/21/2008
Regal Entertainment	Barry Killian	(865) 925-9482	barry.killian@regal.com	Retail	#1828-Dole Cannery Stadium	Honolulu, HI	\$ 495,320.00				9/29/2006
Regal Entertainment	Teresa Williams	(865) 925-9732	teresa.williams@regal.com	Reg	#347-Hacienda Crossings	Dublin, CA	\$ 19,875.00	Repair work	TPO	1 year	5/10/2013
Regal Entertainment	Barry Killian	(865) 925-9482	barry.killian@regal.com	Retail	Davis Holiday 6	Davis, CA	\$ 174,827.00	Coating	N/A	3 years	12/9/2013
Regal Entertainment	Barry Killian	(865) 925-9482	barry.killian@regal.com	Retail	#1812 Festival Cinemas	Arroyo Grande	\$ 24,448.00				2/23/2012
Regal Entertainment	Barry Killian	(865) 712-5463	barry.killian@regal.com	Commercial	#0918 Totem 8	Anchorage, AK	\$ 87,339.00	Kemper Systems	waterproofing	5 years	5/23/2014
Agency Centers	Neil Hu	213-553-2229	neil.hu@agencycenters.com	Retail	El Camino Shopping Center	Woodland Hills, CA	\$ 10,720.00	N/A	Repairs	1 Year Repaired Areas Only	9/10/2015
Riverside Community College District	Majad Askar	951-222-8444	Majad.Askar@RCCD.org	School	Moreno Valley	Moreno Valley, CA	\$ 225,199.95	Tremco	BUR / coating	20 year	9/24/2015
Riverside Community College District	Steve Monsanto	951-372-7040	Steve.Monsanto@rcccd.edu	School	Norco College	Norco, CA	\$ 59,400.00	Sarnafi	Single ply	20 years	1/6/2015
Riverside County Office of Education	Rafael Torres	951-826-6881	RTORES@rcoe.us	School	Desert Mirage High School	Thermal, CA	\$ 47,572.00	Garland		MFR Product Wty	
Riverside County Office of Education	Rocio Lopez	951-826-6580	N/A	School	Glen Avon	Riverside, CA	\$ 2,700.00	Garland	N/A	N/A	5/22/2015
Riverside County Office of Education	Rocio Lopez	951-826-6580	N/A	School	Jurupa Middle school	Jurupa Valley Ca	\$ 23,301.00	Garland	N/A	N/A	3/18/2015
Riverside County Office of Education	Rocio Lopez	951-826-6580	N/A	School	Ina Arbuckle School	Jurupa Valley Ca	\$ 10,942.00	Garland	N/A	1 year	3/9/2015
Riverside County Office of Education	Rocio Lopez	951-826-6580	N/A	School	Milo P. Johnson Building	Banning, CA	\$ 13,316.00	N/A	Garland	3 years	1/3/2015
Riverside County Office of Education	Rocio Lopez	951-826-6580	N/A	School	Brooks P Coleman Bldg	Riverside, CA	\$ 22,537.00	N/A	Repairs	3 year	12/27/2014
Riverside County Office of Education	Rocio Lopez	(951) 826-6580	N/A	School	RCOE Brooks P Coleman Bldg	Riverside, CA	\$ 19,930.00	N/A	Repairs	1 year	11/15/2013
Riverside County Office of Education	Rocio Lopez	(951) 826-6580	N/A	School	Red maple	Moreno Valley, CA	\$ 24,270.00	N/A	Repairs	1 year	6/29/2015
Riverside County Office of Education	Rafael Torres	(951) 826-6881	RTORES@rcoe.us	School	Betty Gibbel	San Jacinto, Ca	\$ 83,400.00	Garland	Cool roof Coating	10 year Mfr - 5 year CIS	3/8/2016
Riverside County Office of Education	Rafael Torres	(951) 826-6881	RTORES@rcoe.us	School	Desert Mirage High School	Thermal, CA	\$ 47,572.00	Garland	SBS Modified Torch	30 year Mfr - 10 year CIS	8/12/2016
Riverside County Office of Education	Rafael Torres	(951) 826-6881	RTORES@rcoe.us	School	Val Verde Regional Learning C	Perris, Ca	\$ 121,900.00	Garland	Modified Bitumen Membrane Roofing Hot Applied	5 year CIS - 2 Year Repair Areas only	4/22/2016
Roberts/Brovast Partnership	Rick Roberts	(818) 986-7236	RICKROBERTS@rcb.com	Private Company	2840 26th St.	Vernon, CA	\$ 12,311.00	N/A	Repairs	1 year	10/5/2015
Roberts/Brovast Partnership	Rick Roberts	(818) 986-7236	RICKROBERTS@rcb.com	Private Company	2858 E. 26th Street	Vernon, CA	\$ 46,889.00	N/A	Repairs	1 year	3/18/2014
Roki Ink	Steve Zigan	(707) 766-2040	steve.zigan@roki.com	Retail	601 North MacDowell Blvd	Petaluma, CA	\$ 22,890.00				9/21/2012
Ross Morgan	Ara Amirkhanian	(800) 843-8727	ara@rossmorgan.com	Property Manager	Carwood HOA	West Hollywood, CA	\$ 19,625.00	Astec	Coating	10 year	5/6/2006
Ross Morgan	Cliff Muller	818-625-7226	cliffmuller@rossmorgan.com	Property Manager	Wilshire Thayer HOA	Los Angeles, CA	\$ 17,987.00	N/A	waterproofing	2 years	10/7/2013
Ross Morgan	Ara Amirkhanian	(800) 843-8727	ara@rossmorgan.com	Property Manager	Wilshire Fremont	Los Angeles, CA	\$ 48,652.00	Astec	Coating		3/21/2002
San Bernardino County Superintendent of Schools	Les Alexander	909-528-3185	les.alexander@sbcsd.k12.ca.us	School	Various Locations	San Bernardino County	\$ 81,649.00	Garland	Coating	10 year	12/7/2014
San Bernardino County Superintendent of Schools	David Reck	(909) 386-9669	dreck@sbcsd.k12.ca.us	Public Works	David Stine Chaffey West C.S	Montclair, CA	\$ 179,000.00	Garland	Coating	15 Year	9/17/2017
San Diego Community College Dist	Kevin Smart	(858) 635-3440	ksmart@ccsd.edu	School	Continuing Education Linda V	San Diego, CA	\$ 891,851.00				
San Diego Community College Dist	Garrett Mann	(858) 635-6529	gmann@ccsd.edu	School	Miramar College-Cafeteria/Bo	San Diego, CA	\$ 32,301.03				12/16/2012
San Diego Community College Dist	Garrett Mann	(858) 635-6529	gmann@ccsd.edu	School	Miramar College-Cafeteria/Bo	San Diego, CA	\$ 26,844.71				2/11/2012
San Diego Community College District	Garrett Mann	(858) 635-6529	gmann@ccsd.edu	School	Miramar College-Cafeteria/Bo	San Diego, CA	\$ 341,168.30	G/A	Single Ply New	25 year	3/20/2013
San Diego Unified School District	Michael Woehler	(858) 627-7105	N/A	School	Memorial Prep School	San Diego, CA	\$ 299,451.83				11/26/2012
San Diego Unified School District	Michael Woehler	(858) 627-7105	N/A	School	Memorial Prep School	San Diego, CA	\$ 203,099.82		Tear Off - Single Ply		10/15/2012
San Marino Unified School District	Jim Fahey	626-299-7606 x. 1313	jfahey@smusd.us	School	Huntington Middle School	San Marino	\$ 15,820.00	GAF	PVC Single ply	15 Year	4/19/2016
San Marino Unified School District	Jim Fahey	626-299-7000	jfahey@smusd.us	School	Carver Elementary School	San Marino	\$ 18,835.00	N/A	Duro-Last Fleeceback .050mil	15yr mfr	1/18/2016
San Marino Unified School District	Jim Fahey	626-299-7606	jfahey@smusd.us	School	Carver Elementary School - Bk	San Marino	\$ 17,850.00	LaPolla	Econo- Shield	10 Yr mfr	6/9/2016
San Ysidro School District	Cesar Vega	(619) 428-4476	cevega@sydsd.k12.ca.us	School	Ocean View Hills Elementary S	San Diego, CA	\$ 35,905.00				8/17/2012
Terada Investment Corp	Greg Harding	(310) 532-8382	gharding@teradainvestment.com	Aerospace bldg	Sargent Aerospace bldg	Torrance, CA	\$ 24,915.00	N/A	Repairs	1 year	12/10/2015
Sepulveda Companies	Bob Wakeman	(951) 279-9000	bwakeman@sepulvedacompanies.com	Retail	LA Fitness	Glendale, CA	\$ 69,523.00	GAF	Repairs	10 year	11/10/2013
Shepherd's Residence	Marlene Shepherd	(949) 586-5438	None	Residential	Shepherd Residence	Mission Viejo, CA	\$ 21,347.20	Eagle-Light Tile	Ponderosa style flat tile	50 year	9/16/2011
SHL Management Company	Loren Levy	(310) 392-1757	loren@shlmanagementcompany.com	Property Manager	Paramount Square Apartment	Paramount, CA	\$ 9,244.00			CIS Repair Areas Only 1 Year	10/12/2015
SHL Management Company	Loren Levy	(310) 392-1757	loren@shlmanagementcompany.com	Property Manager	174 N. Almont Drive	Beverly Hills, CA	\$ 26,708.50	Prestone	TOP	15 year	9/27/2013
Simon Property Group	Brian Miller	845-687-7220	b.miller@simonproperty.com	Property Manager	Outlast @ Orange	Orange, CA	\$ 85,308.00	N/A	Repairs	1 year	6/28/2013
Songer, Jim	Jim Songer	(714) 742-1780	jbsonger@gmail.com	Residential	Songer, Jim	Anaheim, CA	\$ 33,665.00	GAF	Shingles / solar	25 year	8/15/2014
Source Refrigeration & HVAC	Jay Manzano	(888) 473-3715	Manzano@source-refrigeration.com	Retail	Wal-Mart #2768	Mesa, CA	\$ 10,318.00	Prestone	TPO	10 year	5/31/2013
Southern California Veterinary Specialty Hosp.	Gilbert Velasquez	(949) 833-9020	gvelasquez@scvh.com	Pet Hospital	Southern Cal. Veterinary Spec	Irvine, CA	\$ 57,875.00	Solar Coating	Solar Coating	10 years	7/8/2013
Spectrum	Ed Lucero	(303) 467-6912	edlucero@spectrum.com	Industrial	Spectrum Athletic Club	Canoga Park, CA	\$ 65,190.00				10/12/2010
Spectrum Athletic Club	Ed Lucero	303-467-6912	edlucero@spectrum.com	Industrial	Spectrum Athletic Club	Canoga Park, CA	\$ 48,692.00	LaPolla	Econo-Shield 3rd year	10 year	3/28/2012
Spectrum Athletic Club	Kathy Oberhuber	(310) 727-9315	koberhuber@spectrumclubs.com	Private Company	Spectrum Athletic Club	Canoga Park, CA	\$ 113,863.00	LaPolla	Econo-Shield, 2nd year	1 year	5/21/2011
Spectrum Athletic Club-CLDT ASSO	Ed Lucero	(303) 467-6912	edlucero@spectrumclubs.com	Industrial	Spectrum Athletic Club	Canoga Park, CA	\$ 48,692.00				4/28/2011
State of California	Jack Meyer	(909) 781-0775	jack.meyer@dmv.ca.gov	Public Works	DMV-Torrance	Torrance, CA	\$ 89,777.27				10/17/2012
State of California	Jack Meyer	(909) 781-0775	jack.meyer@dmv.ca.gov	Public Works	DMV-Torrance	Torrance, CA	\$ 39,532.76				9/22/2012
State of California	Jack Meyer	(909) 781-0775	jack.meyer@dmv.ca.gov	Public Works	DMV-Torrance	Torrance, CA	\$ 24,243.78				10/31/2012
Summit Construction	Charlie Johnson	(816) 525-5400	cljohnson@scn.com	General Contractor	MARCH ARB COMMISSARY	Riverside, CA	\$ 625,168.00			CIS 1 Year Warranty	11/4/2015
Surfas Culinary	Steve Surfas	714-453-2665	steven@surfasculinary.com	Owner	2842 Gates Ave - Irvine, Ca	Irvine, CA	\$ 20,288.00	N/A	Repairs	20 years	12/30/2013
Swiminton Builders	Stephen Chaplin	858-622-4040	schaplin@swiminton.com	General Contractor	Peachanga Lobby	Temecula, CA	\$ 22,137.00	Sarnafi	Single ply	1 year	2/23/2017
SSW Construction	Don Clements	(916) 773-5555	dclements@sswconstruction.com	General Contractor	Jacks Urban East - Victoria Gar	Rancho Cucamonga, CA	\$ 24,955.00	Sarnafi	Single ply	CIS 1 year	11/18/2016
Sycuan Casino	Glen Crosby	619-445-6002	Gcrosby@sycuan.com	Industrial	Sycuan Casino	El Cajon, CA	\$ 12,000.00	Garland	Coating	CIS 1 Year Warranty	10/6/2015
Sycuan Casino	Glen Crosby	619-445-6002 X:1543	Gcrosby@sycuan.com	Industrial	Sycuan Casino	El Cajon, CA	\$ 15,890.00	LaPolla	Foam		

Project Reference List

Customer Name	Contact Name	Contact Phone	Contact E-Mail	Former Classification / Sub	Location Name	Location City / State	Sold Amount	Manufacturer	Roof System	Warranty	Completion Date
Sycuan Casino	Chet Dobrowolski	(619) 445-8002 x1543	cdobrow@syccas.com	Industrial	Sycuan Casino	El Cajon, CA	\$ 118,880.00				1/17/2010
TAK	Tyler Guth	(818) 535-6355	t.guth@taknet.com	General Contractor	Mary's	Moreno Valley, CA	\$ 13,800.00	N/A	Repairs	1 year	3/21/2013
Tasini Construction Company	Robert Smith	(310) 447-3000	robert.smith@tasini.com	General Contractor	Autry Resource Center	Burbank, CA	\$ 336,480.64		Tear Off - Single Ply	CIS 1 Year Repairs Areas Only and 2 years on coping thru mls.	12/6/2012
T-C Forum	Rodrigo Sade	(760) 402-1558	Rodrigo.Sade@gmail.com	Owner	The Forum Shops	Carlsbad, CA	\$ 21,951.00	N/A	N/A		
The Young Engineers Inc.	Joe Aquino	(949) 581-9411	aquino@youngeng.com	Industrial	Young Engineers Inc	Lake Forest, CA	\$ 65,750.00	Astec	Coating	10 year	11/24/2008
Thompson, Val & Rick	Rick or Val Thompson	(949) 837-0527	rickthompson1@cox.net	Residential	Mission Viejo, CA		\$ 15,581.50	GAF	GAF 3-Ply Torch mod bit	10 year	12/9/2010
Timberwoff Construction	Rene Hartman	(909) 949-0380 x111	hartman@timberwoff.com	General Contractor	Verizon-Rancho Cucamonga, C	Rancho Cucamonga, CA	\$ 11,800.00	N/A	Repairs	1 year	10/15/2014
Tranmark Commercial Services	Jim Rose	323-724-8584	N/A	Property Manager	465 North Halstead	Pasadena, CA	\$ 21,450.00		Form		
Trumark Commercial Real Estate	Ruben Esparza	(818) 246-7221 x233	ruben@trumarkrem.com	Property Manager	111 N. Maryland	Glendale, CA	\$ 9,350.00	LaPolla	Econo-Shield - 1st year	1 year	1/25/2011
Trumark Commercial Real Estate	Ruben Esparza	(818) 246-7221 x233	ruben@trumarkrem.com	Property Manager	408 S. Pasadena	Pasadena, CA	\$ 23,500.00	Firestone	TPO	15 year	7/23/2010
Trumark Commercial Real Estate	Ruben Esparza	(818) 246-7221 x233	ruben@trumarkrem.com	Property Manager	422 S. Pasadena	Pasadena, CA	\$ 27,650.00		Foam	10 year	1/14/2009
Tustin Unified School District	Bliff Denney	(714) 730-7515	bliffdenney@tustin.k12.ca.us	Public Works	Neison Elementary School Por	Tustin, CA	\$ 22,434.00	Garland	Coating	10 year	3/21/2014
Tustin Unified School District	Bliff Denney	(714) 730-7515	bliffdenney@tustin.k12.ca.us	Public Works	Holdeman Elementary School	Tustin, Ca - Santa Ana, Ca	\$ 1,927,240.00	Garland	BUR	30 year	9/1/2016
University of CA - Irvine	Craig Denney	(949) 824-5853	cdenney@uci.edu	School	Maintenance and Operations	Irvine, CA	\$ 49,500.00	N/A	Coating	5 Year	1/25/2016
University of CA - Irvine	Craig Denney	(949) 824-5853	cdenney@uci.edu	Public Works	ICS Building	Irvine, CA	\$ 38,800.00	Sarnafil	PVC & Shingles	20 Years	3/16/2017
University of CA - Irvine	Craig Denney	(949) 824-5853	cdenney@uci.edu	School	Mass Court at UCI - Irvine	Irvine, CA	\$ 39,890.00				7/2/2010
University of CA - Irvine	Craig Denney	(949) 824-5853	cdenney@uci.edu	School	Contracts Admin Support Bldg	Irvine, CA	\$ 28,107.00	CertaInteed	CertaInteed	30 year	8/6/2015
University of CA - Irvine	Joe Rodante	(949) 824-3760	N/A	School	Red Barn	Irvine, CA	\$ 10,940.00				5/18/2010
University of CA - Irvine	David Hook	(949) 824-9328	N/A	School	Social Science Tower	Irvine, CA	\$ 19,951.60				
University of CA - Irvine	David Hook	(949) 824-9328	N/A	School	Verano Building 1000	Irvine, CA	\$ 61,450.00				
University of CA - Irvine	David Hook	(949) 824-9328	N/A	School	Verano Building 1700	Irvine, CA	\$ 10,400.00				8/21/2010
United Rentals	Dyann Armbruster	(714) 736-3252	Chuck.Koscieniak@unitedrentals.com	Industrial	#515 Fullerton	Fullerton, CA	\$ 30,850.00	Astec	Re Ply System	10 year	12/3/2007
US Title	Fernando Rosas	(951) 737-0200	fernando.rosas@boral.com	Industrial	Donphan Dr	El Paso, TX	\$ 454,000.00		Standing Seam Metal		10/1/2009
US Title	Fernando Rosas	(951) 737-0200	fernando.rosas@boral.com	Industrial	US Title Plant	Corona, CA	\$ 59,207.00				1/8/2010
US Title	John Quigley	(951) 737-0200	john.quigley@boral.com	Industrial	US Title Plant	Corona, CA	\$ 109,545.00	LaPolla	Foam	10 Year	2/8/2016
US Title	Rowland Adamoff	(800) 355-4000	adamoff@us-tile.com	Roofing Company	Aaron Brothers #35	San Diego, CA	\$ 46,700.00	Firestone	TPO - 60 mil.	15 year	1/17/2011
Valley Garden Center	Dick Wilbur	(714) 963-2500	dickwilbur@valleygarden.com	Private Company	Valley Garden Center	Fountain Valley, CA	\$ 34,825.00	LaPolla	Econo-Shield, 2nd year	1 year	5/28/2011
Valley Garden Center	Scott Wilbur	(714) 963-2500	scottwilbur@valleygarden.com	Private Company	Valley Garden Center	Fountain Valley, CA	\$ 23,850.00	LaPolla	Econo-Shield, 1st year	1 year	10/28/2011
Valley Garden Center, The	Scott Wilbur	(714) 963-2500	scottwilbur@valleygarden.com	Retail	28426 Brookhurst	Fountain Valley, CA	\$ 20,725.00				1/27/2012
Valley Garden Center, The	Scott Wilbur	(714) 963-2500	scottwilbur@valleygarden.com	Retail	18400 Brookhurst	Fountain Valley, CA	\$ 15,725.00	LaPolla	Econo-Shield 3rd year	10 year	12/27/2013
Valley Garden Center, The	Dick Wilbur	(714) 963-2500	dickwilbur@valleygarden.com	Retail	18400 Brookhurst	Fountain Valley, CA	\$ 19,200.00				12/19/2012
Valley Garden Center, The	Dick Wilbur	(714) 963-2500	dickwilbur@valleygarden.com	Retail	28426-18450 Brookhurst	Fountain Valley, CA	\$ 14,970.00				11/19/2012
Vulcan Design & Construction	Darrin Gietzel	(206) 661-3934	DarrinG@vulcansun.com	Industrial	Hilltop Park Corporation	Malibu, CA	\$ 21,397.00	Sarnafil	PVC - DSO	15 year	11/24/2010
Val Verde Unified School District	Greg Whitton	(951) 809-4283	gwhitton@valverde.edu	School	Orange Vista High School AKA	Perris, CA		Garland	BUR	30 Year	6/22/2016
Val Verde Unified School District	Greg Whitton	(951) 809-4283	gwhitton@valverde.edu	School	Roof Repair/Replacement (Sn	Perris and Moreno Valley	\$ 525,900.00	Garland	Coating	10 Year	8/31/2016
Val Verde Unified School District	Greg Whitton	(951) 940-6100	gwhitton@valverde.edu	School	Rainbow Ridge ES	Moreno Valley, CA	\$ 14,873.00	Garland	Repair work	1 year	12/6/2013
Val Verde Unified School District	Bill Fouts	(951) 940-6100	wfouts@valverde.edu	School	Triple Crown ES	Perris, Ca	\$ 11,100.00	N/A	Repair work	1 year	12/21/2015
Val Verde Unified School District	Greg Whitton	(951) 940-6100	N/A	School	Rancho Verde H.S.	Moreno Valley, CA	\$ 14,995.00	Garland	Repair work	1 year	12/6/2013
Val Verde Unified School District	Greg Whitton	(951) 940-6100	gwhitton@valverde.edu	School	Rancho Verde H.S.	Moreno Valley, CA	\$ 617,641.25	Garland	Repairs district wide	30 year	11/8/2014
Victor ESD	Dale Etter	760-245-1691	detter@vcsd.net	School	Del Rey Avid ES	Victorville, CA	\$ 245,724.78	Garland	Coating	15 year	9/29/2015
Victor ESD	Dale Etter	760-245-1691	detter@vcsd.net	School	Brentwood MPR	Victorville, CA	\$ 11,722.20	N/A	Remove and install new underlayment	1 year	4/12/2016
Vizio	Paul Wang	949-428-2525	pwang@me.com	Industrial	35 and 39 Tesla Building	Irvine, CA	\$ 72,157.00	LaPolla	Foam	10 year	1/29/2016
Walnut Valley Unified School District	Jeff Route	(909) 444-8420	routej@wvusd.net	School	Diamond Bar High School	Diamond Bar, CA	\$ 28,000.00	LaPolla	Foam	10 year	4/13/2014
Walnut Valley Unified School District	Suzanne Beach	(909) 895-1263	sbeach@walnutvalley.k12.ca.us	School	District Office Portable Bldg.	Walnut, CA	\$ 10,945.00	LaPolla	Foam and coating	10 year	7/22/2011
Wang, Sherry	Scott Young	(626) 428-0772	sherrywang@sherrywang.com	Industrial	N/A	Pasadena, CA	\$ 19,593.00	LaPolla	Econo-Shield	1 year	4/18/2012
Westfield Property	Prudence Marala	(818) 501-1447	pmarala@us-westfield.com	Retail	Westfield Property	Sherman Oaks, CA	\$ 218,014.32	Duro-last	Single ply	15 year	2/6/2013
Westfield Properties	Pamela Meyer	(323) 461-8373	douglasmeyer@qvc.com	Industrial	Meyer & Allen Assoc.	Los Angeles, CA	\$ 68,007.00	Sarnafil	Pitina green membrane	20 year	4/18/2011
Williams Real Estate Management	Audrey Williams	714-427-5977	audrey@wrem.com	Property Manager	Sycamore Properties	San Marcos, CA	\$ 31,387.00	LaPolla	Foam	N/A	7/28/2015
Williams Real Estate Management	Jasmine Mowgood	714-427-5977	N/A	Property Manager	Yorba Ranch Village	Yorba Linda, CA	\$ 13,307.00	LaPolla	Foam	10	6/12/2012
Williams Real Estate Management	Georgia Hoover	(714) 427-5977	georgiah@wrem.com	Property Manager	Island @ Carlsbad	Carlsbad, CA	\$ 9,000.00		Econo Shield		3/3/2010
Williams Real Estate Management	Kathy Wiekamp	(714) 427-5977	kathy@wrem.com	Property Manager	Yorba Ranch Village	Yorba Linda, CA	\$ 68,347.00	LaPolla	Repair & Coat entire roof area	10 year	7/8/2013
Williams Real Estate Management	Audrey Williams	714-427-5977	audrey@wrem.com	Property Manager	Sycamore Properties	San Marcos, CA	\$ 17,900.00	LaPolla	Econo Shield Year 2	NA	7/17/2015
Willis Manor HOA	Arny Sloan	(415) 464-9202	arny.sloan@willis.com	HOA	Willis Manor HOA-Sherman Oaks	Sherman Oaks, CA	\$ 14,913.00				11/26/2012
William Pacific	Keith Sims	(949) 812-1632	simsk@willismanpacific.com	General Contractor	Sims, Keith	Laguna Niguel, CA	\$ 16,900.00	CertaInteed	Shingle	lifetime	1/26/2013
Wilshire Heights HOA	Randy Schwab	(323) 456-1142	rschwab@bbbsla.org	Property Manager	Wilshire Heights HOA	Los Angeles, CA	\$ 42,522.00	UPI Coatings	Coating	10 year	2/11/2014
Woods, The c/o Andar Property & World Vision	Steve Briscoe	(714) 546-3377	stevbriscoe@worldvision.org	HOA	The Woods	Costa Mesa, CA	\$ 10,960.00				6/7/2012
World Vision	Chuck Kocik	(626) 301-7790	Chuck.Kocik@worldvision.org	Industrial	World Vision Int'l	Monrovia, CA	\$ 10,340.00		Foam		7/16/2010
Young Engineers Inc. The	Joe Aquino	(949) 581-9411	jaquino@youngeng.com	Industrial	Young Engineers Inc	Lake Forest, CA	\$ 65,750.00	Astec	Coating	10 year	11/24/2008
YMC North American Transportation	Michael Goff	330-643-6815	Michael.Goff@ymcusa.org	Retail	Roadway Express	Pomona, CA	\$ 32,275.00	Verico	TPO	15 year	6/8/2007

[illegible]

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 roofing repair and maintenance services as documented in the RFP. Include any manufacturer certifications.
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 the services included with regularly scheduled roofing inspection and maintenance.
7. Please describe your warranty terms for repair, parts, and service. Include your process for resolution in the case that any deficiencies are identified.
8. Please provide information on the number of personnel available to provide requested services.
9. Please provide sample single site and multiple site reports on roof condition based on regular inspections.
10. Please provide the basis for future year contract fee adjustments should OCFA elect to exercise the contract extensions.
11. 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



C.I. Services, Inc.

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RFP Number: RO2197

APPENDIX C – PROPOSAL QUESTIONNAIRE:

- 1) CIS was started as a Full-Service Roof Repair and Maintenance Service company in 1992. We have grown to include full roof replacement services with certifications from companies such as GAF, Duro-Last, Sika Sarnafil, Versico and Carlisle. Bill Baley – Corporate resident is a Board member of the NRCA (National Roofing Contractors Association), Past President of the WSRCA (Western States Roofing Contractors Association) and current Board Member of the RCAC (Roofing Contractors Association of California).
- 2) At CIS we have worked extensively with the OCFA's various fire stations through-out Southern California. We fully understand the station's needs to keep disruption to a minimum and to solve leak issues as quickly as possible. Projects must be communicated well to the Captains on site and all equipment set up has to be as directed by on-site OCFA representatives.
- 3) CIS has been able to serve customers from Santa Barbara south to the border. We do not ordinarily charge for travel to local Orange County locations. Out of Orange County, we must charge for travel, but even then the cost rarely exceeds over \$75.00 in travel costs.
- 4) All calls to the CIS office are answered on the first ring during business hours from 7:30 am to 4:30 PM. Calls are handled immediately and service requests are routed to our scheduling department to be added to the service schedule for that day. Our goal is to respond to any normal service request within 48 hours. Emergency calls are promised to be handled within 24 hours but generally receive 4 hour response time when stated as an emergency. All received calls are confirmed by a return call or e-mail and scheduled as per request and level of service need. After hour calls will dial into our after-hours recording. It will provide the "after hours emergency voice-mail". Once a message is left there, we are immediately paged and a return call is placed to the person who called the emergency. We will respond to that emergency as appropriate for the emergency level. OCFA will be told our arrival time and we will document the call in our service department.
- 5) All service requests are documented and fully described in our data-base. A work order gets generated from that request and the arriving tech has all contact information and description of the issue prior to arrival. Once on site our uniformed techs meet with the on-site contact person, inspect the issue and then perform the needed service work. Our techs take before and after photos of every service call performed – rain or shine. Upon return all service call information is documented as to status – such as closed (completed) or rescheduled based on additional work needed. All completed work photos are reviewed by our Operations Manager and any questionable details are reviewed with technicians that performed the work. If additional information is needed our Operations Manager will perform an on-site inspection to check the work and to insure on-site personnel are satisfied with the work we performed.

Corporate Mailing Address:

C.I. Services, Inc.

26861 Trabuco Road #353 Mission Viejo, CA 92691

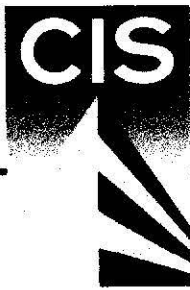
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CA Lic. No. C39 and 46-701434 NV. No. C15-0069462

- 6) Regularly scheduled inspection and maintenance work involves full roof-top inspection of all critical details of the roof system – drainage areas first, then penetrations such as pipes, curbs, skylights, pitch-pans, etc. All details are photographed and archived by job site in our data-base. Interior inspections are also conducted to note any past leaks or issues. If any recent leaks are reported by on-site personnel then those areas are inspected and noted for additional work if needed or corrected as part of the normal maintenance work. All work starts with the most critical areas – drainage. Drain areas are cleaned of any potential debris and drain screens are always checked to make sure they are in place. If missing, this is reported and new screens installed. Basic maintenance checks all penetration flashings, wall base-flashings, wall details, top-of wall coping caps or tile detail, etc. All work performed is photo-documented and archived in the CIS data-base.
- 7) All CIS roof work performed as part of repair work or maintenance is warranted against failure for a period of ONE YEAR. Larger repairs can be warranted for up to 3 years depending on work scope. Any reroofing work provides manufacturer warranties with CIS providing the first two years of labor warranty in all reroof cases. After the first two years the manufacturer labor warranty takes over for the remainder of the new roof warranty – such as 10, 15, 20 years, etc. CIS can also provide 10 to 15 year labor and material warranties depending on reroofing work performed.
- 8) CIS usually runs 5 crews during most months of the year. Each crew is made up of approximately 5 or 6 technicians. During rain-season we have between 20 and 25 service technicians performing service calls. We perform service calls rain or shine. We also have 6 service staff people to manage the scheduling and customer service work inside our office.
- 9) ***Please see attached sample inspection report provided to OCFA on previous occasions.***
- 10) Our service fees will remain the same for the next three years with a modest 3% yearly increase to cover labor and material cost increases that occur each year. As we have no control over material price increases, estimated proposal costs may increase if the proposal scope is not accepted and purchased within 60 days. In many cases, we can negotiate with the supplier to hold an original material cost, but we cannot guarantee that. We simply pass any material increase onto OCFA with notice prior to starting any project. If OCFA does not accept the increase we can cancel the project or work towards resolving the increase with our suppliers. History shows that this increase issue rarely arises.
- 11) We are glad to bid this project as proposed – assuming all bidding contractors are reading and following the scope as presented in this RFP. All labor rates in this RFP are based on Prevailing Wage Rates as requested.

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Mr. Steve Klein

6-10-16

ORANGE COUNTY FIRE AUTHORITY

1 Fire Authority Rd., Bldg. CS102

Irvine, CA 92602

(714) 573-6475

Re: Summary Report for Roof System Conditions on Stations #71 - # 79 located in Orange County, California

Dear Steve:

As requested, I have summarized the overall conditions and needed maintenance costs for Stations #71 through #79 located throughout Orange County, California. Based on our original inspection reports with calculated costs to continue yearly maintenance on these roof systems, I have listed the roofs in order of overall condition and remaining roof life. This list shows which roofs need attention and which roofs need to be replaced next.

This list shows the roof systems from Best Condition to Worst Condition:

<u>Station #:</u>	<u>Condition:</u>	<u>Roof Type:</u>	<u>Roof Size:</u>	<u>Life Remaining:</u>	<u>Yearly Maint \$:</u>	<u>Replacement \$:</u>
79	Good - Fair	Metal and Foam	12,000	10 Plus	\$?????.00	\$???,000.00
74	Fair - Poor	Foam and Tile	8,000	6-8 & 3-4(tile)	\$?????.00	\$???,000.00
73	Good - Fair	Shingles	5,300	6 years	\$?????.00	\$???,000.00
77	Fair	Foam Roofing	6,900	5 to 8 Years	\$?????.00	\$???,000.00
75*	Fair	Foam & BUR	7,000	5-6(foam) & 3-5	\$?????.00	\$???,000.00
71	Fair	BUR Cap sheet	14,500	4 to 5 years	\$?????.00	\$???,000.00
78	Fair to Poor	Shingles	5,400	4 to 5 years	\$?????.00	\$???,000.00
72	Fair	Clay Tile	8,800	3 to 5 years	\$?????.00	\$???,000.00
76	Poor	BUR Gravel	6,400	2 to 3 years	\$?????.00	\$???,000.00

***NOTE:** Station 75 had a very damaged PVC membrane roof section on this building. This roof section was replaced with a double layer of Modified Bitumen roof membrane. This work is under warranty for 10 more years. The remaining flat roof sections are all composed of either sprayed foam roofing or just cap sheet BUR, and these are the roofs described above. The new Mod Bit roof is not listed but is the newest roof in the bunch.

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RECOMMENDED MAINTENANCE SCOPE:

The following items are common to all of the roof systems and must be corrected to bring these roofs back to a maintained and water-tight condition.

- Clean Roofs of all debris from field and drain areas.
- Clogged drain lines may need the assistance of a licensed plumbing contractor to unclog the drain lines if found. This would be done at an additional cost if needed.
- Check and reseal with three-coursing any open drain sump flashings as needed.
- Clean any minor grease or chemical spots that have been spilled on the roof where roof was damaged due to these items. Damaged area will be primed and repaired as needed.
- Reset any loosened walk-way pads that were installed on roof system.
- Check and seal any open or questionable flashing details on the roof at pipes, edge details etc. Reseal by three-coursing with white elasto-mastic and polyester reinforcement.
- Check all caulking seals installed on roof system. If caulking is failing or peeling, caulking will be re-applied as part of this repair work.
- Check existing mastic or three-course repairs and seals on any roofing flashings. If any failures are occurring, they will be reflashed as required.
- Inspect coating areas and if damaged touch-up coatings as needed. If large correction areas are found, additional correction costs will be discussed with OCFA.
- Check interior of building for any signs of water-leaks. If found look for source. Water entry area will be repaired if possible. If Repair requires additional cost this will be discussed with OCFA PRIOR to any repair work being performed.
- Open sheet metal flashings on vents and curb details will be properly flashed as required.
- Clean up all construction debris upon completion.
- All work performed by CIS will be warranted for ONE YEAR against roof failure.

SUMMARY:

These roof systems can either be replaced (recommended for the roof over Station #76) or kept alive by performing needed yearly maintenance corrections. Please review this proposal and call me with any questions you may have regarding these roofs.

Thank you for this opportunity to serve you.

Sincerely,

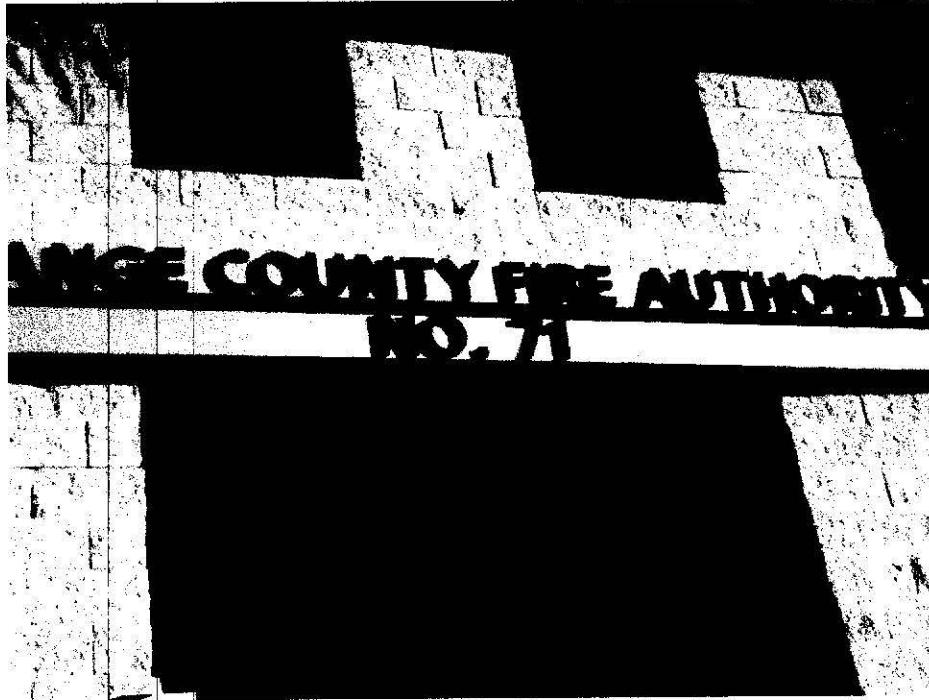
Bill Baley
CIS

Corporate Mailing Address:

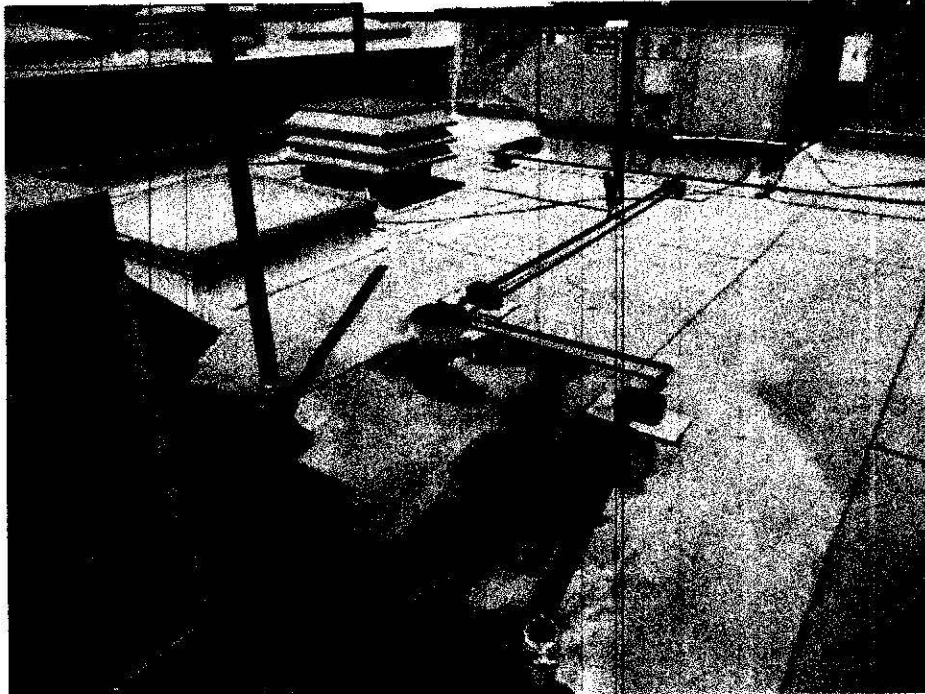
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PHOTO LOG

OCFA Roof Maintenance Inspection for Stations #71- #79 – Orange County, CA



1) Frontal view of building – Station # 71.



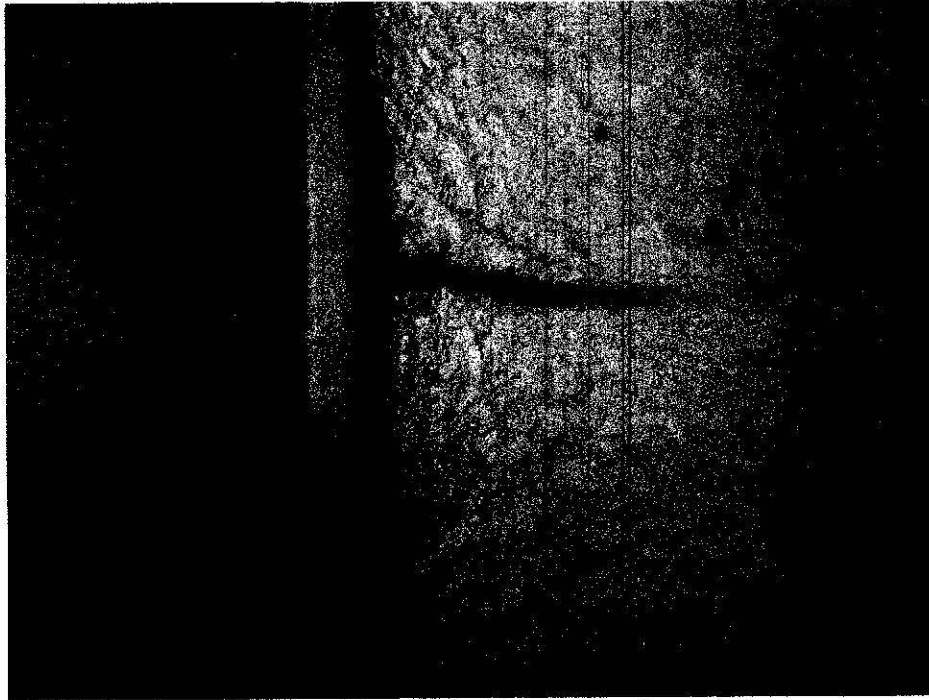
2) Overview of roof system.

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3) Crack in curb flashing detail to be sealed.



4) Worn roof area due to standing water.

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5) Frontal view of Station #72



6) Overview of tile roof system.

Corporate Mailing Address:

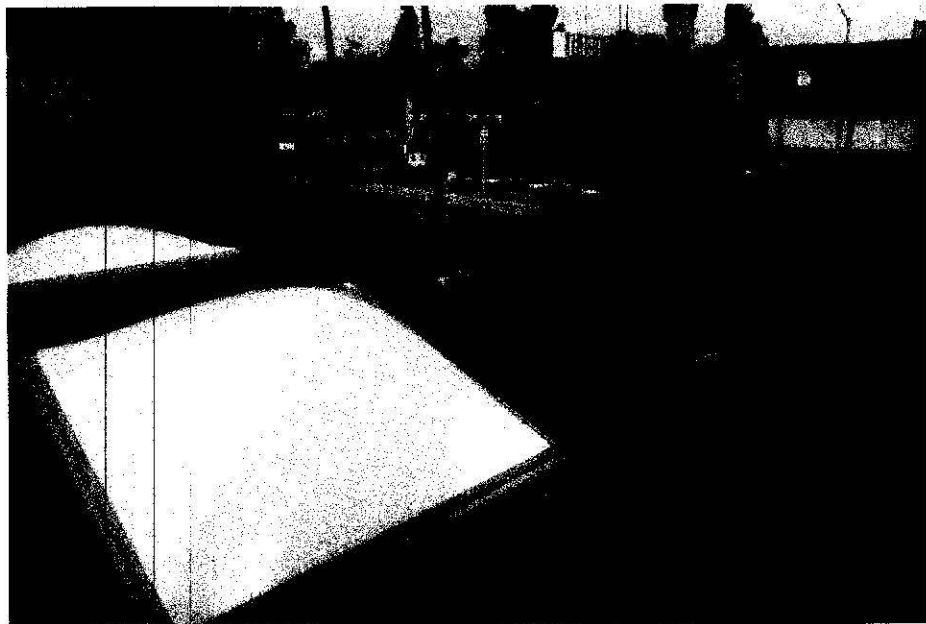
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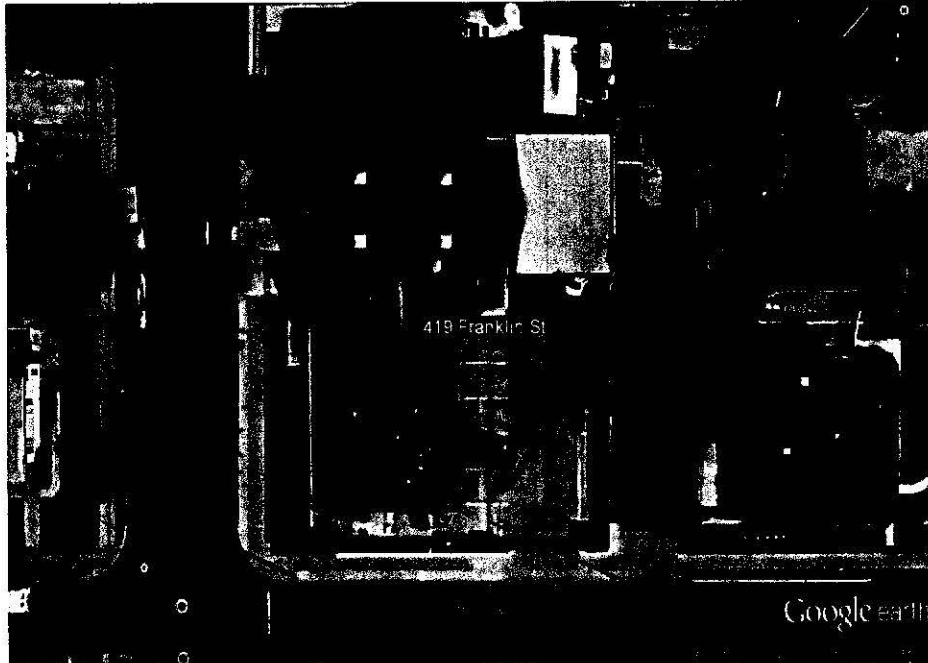


7) Missing and damaged tiles at ridge line need correcting.

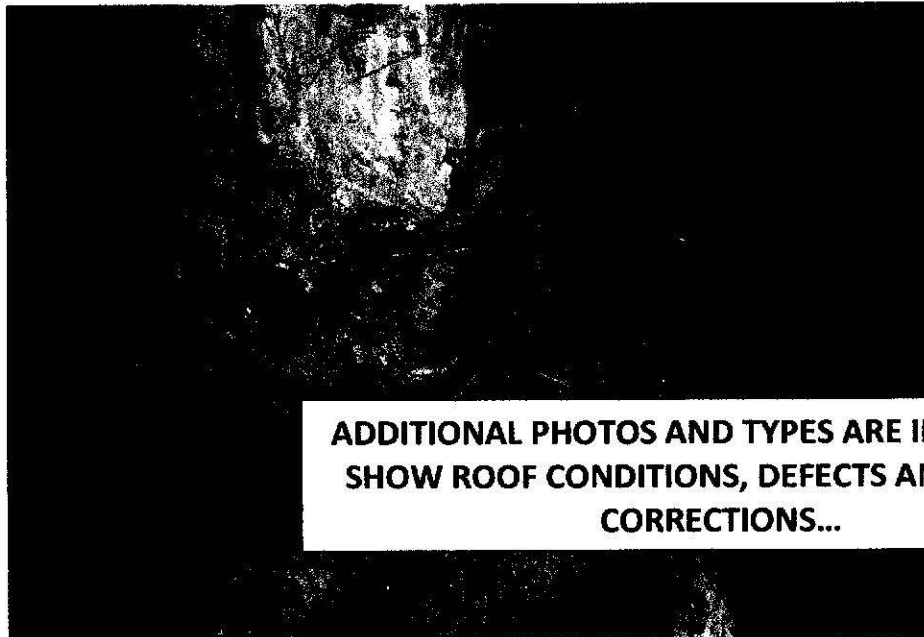


8) Overview of skylight details.

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9) Sky view of roof system on station #73.



**ADDITIONAL PHOTOS AND TYPES ARE INSERTED TO
SHOW ROOF CONDITIONS, DEFECTS AND NEEDED
CORRECTIONS...**

10) Sheet metal details to be corrected.

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Mr. Steve Klein

01-20-17

ORANGE COUNTY FIRE AUTHORITY

1 Fire Authority Rd., Bldg. CS102

Irvine, CA 92602

(714) 573-6475

Re: Roof issue repair recommendations for Station # 35 located @ 110 S. Bradford Avenue – Placentia, CA

Dear Steve:

As requested, we have inspected the leak issues at Station #35. Per my earlier e-mail to you, I reported that I had investigated the leaking drain issue on the roof corner. This drain consists of a sheet metal box sump with an undersized drain line at the bottom of it (see attached photos). This box can unfortunately easily fill with wind-blown debris and that is what occurred here. The leaves and other debris clogged this drain line and the poorly flashed-in metal box filled with water past the bad flashing details. These flashings were poorly installed and did not seal the metal box properly to the roof system. Water basically flowed right out and past the box to the building interior once it was full of water. This water appeared inside the wall and floor areas of the wall as this drain is set next to that wall on the roof level.

To stop the issue we have smeared a lot of mastic inside the box at the box wall / flashing level to prevent water getting under and beyond the flashings, but this is temporary at best. This drain box needs to be removed and a proper drain and drain sump needs to be designed and installed here. We will need to fully tear out this box design and put a properly sumped drain in its place. This may involve opening the hard ceiling below as well – but access may be needed for the plumber to correct this drain issue. This will always be a problem otherwise. I am assuming you can provide the plumber to work with us on this project.

Total cost to provide the needed work here (removal of existing drain sump, rebuild of drain sump with proper lumber and plywood decking, and roofing in the entire sump and corner area once plumber has set the drain) will be as follows:

Drain system re-roofing work (plumbing NOT included) will be: \$7777.00

Total Materials = \$777.00

Total tax on materials = \$777.00

Total labor (roofer) = \$7777.00

(All information above is estimate based on job inspection – actual work costs may vary.)

Corporate Mailing Address:

C.I. Services, Inc

26861 Trabuco Road #353 Mission Viejo, CA 92691

800-830-7888 Fax 866-305-6010 www.ciservicesinc.com

CA Lic. No. C39 and 46-701434 NV. No. C15-0069462

Rear Wall Top Tile Removal:

As also discussed, the rear wall of the station above the sliding glass doors has a tile coping design that sits on the short parapet wall. This tile design is loose and tiles are slipping out of place here as well as mortar.

This loose tile above the door is a safety issue waiting to happen. All of the tile there should be permanently removed (before it blows off and falls on someone) and a proper metal coping cap installed on the wall top. The new metal coping cap will be of sheet metal and is paintable so it can be painted to match walls if wanted.

Total cost for all top-of wall work as described will be: \$????.00

Total Materials = \$???.

Total tax on materials = \$???.

Total labor (roofer) = \$???.

(All information above is estimate based on job inspection – actual work costs may vary.)

Wooden Panel on Exterior Wall:

As described previously, there is a wooden wall panel on the back side of the building that is rotted and warped and allowing water into the wall area inside the building (see Photos). This panel must be replaced with a proper metal access door. The existing wooden panel door is to be removed and disposed of and a proper steel door with weather-seal frame will be installed in its place.

Total cost for new access panel work as described will be: \$????.00*

Total Materials = \$???.

Total tax on materials = \$???.

Total labor (roofer) = \$???.

(All information above is estimate based on job inspection – actual work costs may vary.)

*Note – If access panel door frame needs to be custom sized, the material cost portion of this quote could change. If additional cost is required, we will notify you PRIOR to ordering door or performing any of the wall access door work.

NOTE ON LABOR: All labor rates comply with prevailing wages, SB854 and DIR requirements.

SUMMARY:

As we have discussed, the three areas mentioned above are a problem for water entry and the tile is an issue for safety reasons. All three should be immediately corrected. Please review this proposal and get back to me with any questions you may have regarding these suggested corrections.

Thank you for this opportunity to serve you.

Sincerely,

Bill Baley
CIS

Corporate Mailing Address:

26861 Trabuco Road #353 Mission Viejo, CA 92691

800-830-7888 Fax 866-305-6010 www.ciservicesinc.com

Lic. No. C39-701434

PHOTO LOG

Station #35 – Water entry issues
Placentia, CA



1) Frontal view of Station #35.



2) Corner drain area needs correcting.

Corporate Mailing Address:

26861 Trabuco Road #353 Mission Viejo, CA 92691

800-830-7888 Fax 866-305-6010 www.ciservicesinc.com

Lic. No. C39-701434



3) View of drain sump area.



4) Bottom of drain sump – undersized drain line in place – no screen protection over drain.

Corporate Mailing Address:

26861 Trabuco Road #353 Mission Viejo, CA 92691

800-830-7888 Fax 866-305-6010 www.ciservicesinc.com

Lic. No. C39-701434



5) Open flashing ends inside drain sump.



6) Openings of roof flashings inside sump area.

Corporate Mailing Address:

26861 Trabuco Road #353 Mission Viejo, CA 92691

800-830-7888 Fax 866-305-6010 www.ciservicesinc.com

Lic. No. C39-701434



7) Rear wall area – tile should be removed from wall top.



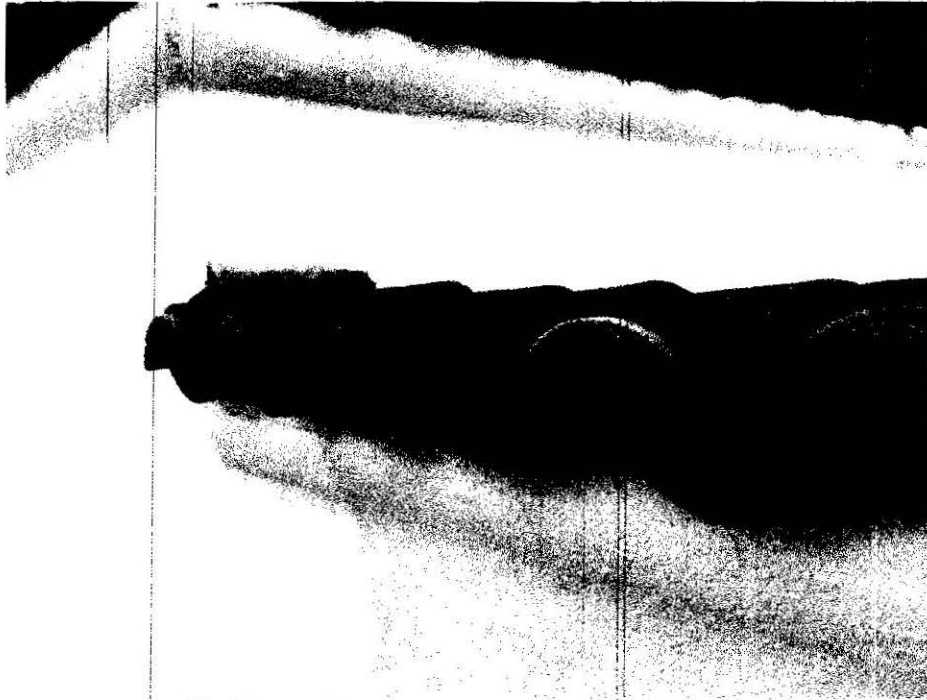
8) Loose tile detail is located above sliding entry door.

Corporate Mailing Address:

26861 Trabuco Road #353 Mission Viejo, CA 92691

800-830-7888 Fax 866-305-6010 www.ciservicesinc.com

Lic. No. C39-701434



9) View of tile on wall top – all should be removed.



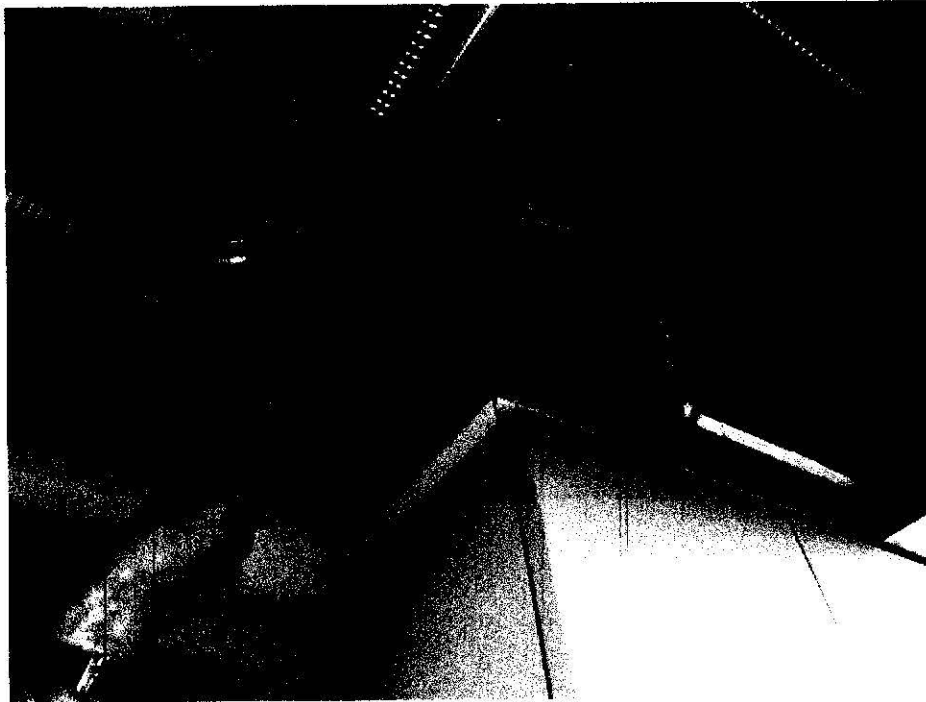
10) Tile has slipped off already – note loose mortar details and missing tile.

Corporate Mailing Address:

26861 Trabuco Road #353 Mission Viejo, CA 92691

800-830-7888 Fax 866-305-6010 www.ciservicesinc.com

Lic. No. C39-701434



11) Water entry area on back wall.



12) Wooden wall panel should be removed and replaced with proper access door.

Corporate Mailing Address:
26861 Trabuco Road #353 Mission Viejo, CA 92691
800-830-7888 Fax 866-305-6010 www.ciservicesinc.com
Lic. No. C39-701434

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.

Refer to Attachment B to provide line item pricing. 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. These prices shall be used in ALL invoices. These prices shall include all mark ups and overhead.

Please complete this section by providing Attachment B and submit with your bid in a separate envelope or through the cost file in the online bidding system.

The OCFA reserves the right to request additional quotes and use alternate sources for completion of the work, to obtain competitive prices on any repair and replacement and to utilize information obtained under this contract relative to necessary materials and repairs as it deems appropriate.

"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 RO2197 – Roofing Repair and Maintenance 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.

C.I. Services, Inc.

Name of Business

26861 Trabuco Road #353

Address

Mission Viejo, Ca 92691

City

State

Zip

Signature of Person Authorized to Sign

Date

04/25/2017

William A. Baley

President

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

Elizabeth Swift, Chairman
City of Buena Park

Dave Harrington, Director
City of Aliso Viejo

Joseph Muller, Director
City of Dana Point

Michele Steggell, Director
City of La Palma

Laurie Davies, Director
City of Laguna Niguel

Leah Basile, Director
City of Lake Forest

Gene Hernandez, Director
City of Yorba Linda

Carol Gamble, Director
City of Rancho Santa Margarita

Sergio Farias, Director
City of San Juan Capistrano

Ellery Deaton, Director
City of Seal Beach

Al Murray, Director
City of Tustin

Tri Ta, Director
City of Westminster

Todd Spitzer, Director
County of Orange

Ed Sachs, Vice Chairman
City of Mission Viejo

Rob Johnson, Director
City of Cypress

Melissa Fox, Director
City of Irvine

Don Sedgwick, Director
City of Laguna Hills

Noel Hatch, Director
City of Laguna Woods

Shelley Hasselbrink, Director
City of Los Alamitos

Craig Green, Director
City of Placentia

Tim Brown, Director
City of San Clemente

Vicente Sarmiento, Director
City of Santa Ana

David John Shawver, Director
City of Stanton

Bill Nelson, Director
City of Villa Park

Lisa Bartlett, Director
County of Orange

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. 701434 Class C-39 Expiration 01/13/2019

Department of Industrial Relations (DIR) # 1000005311

Name of Individual Contractor C.I. Services, Inc.

Signature of Owner 

Business Address 26861 Trabuco Road #353 - Mission Viejo, Ca 92691

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 _____

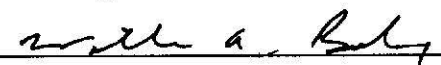
Address _____

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 C.I. Services, Inc.

Business Address 26861 Trabuco Road #353 - Mission Viejo, Ca 92691

Corporation organized under the laws of the State of California

 Signature of the Corporation President

 Signature of the Corporation Secretary

Date 04/25/2017

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	Environmental Remediation Contractors Inc.		Location	1899 S Santa Cruz St, Anaheim, CA 92805
Portion of Work/Trade	Asbestos Inspector			
Bid Amount	\$41,280.00			
Contractor's License Number	803905	DIR Number	1000014579	
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 C.I. Services, Inc.

Signature 

Printed Name/Title of Business Representative William A. Baley - President

Date 04/25/2017

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 C.I. Services, Inc.

Signature William A. Baley

Printed Name/Title of Business Representative William A. Baley - President

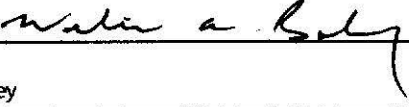
Date 04/25/2017

APPENDIX K**PREVAILING WAGE CERTIFICATION****RFP RO2197****Roofing Repair and Maintenance 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 04/25/2017

Legal Name of Contractor C.I. Services, Inc.

Signature 

Print Name William A. Baley

Title President

APPENDIX L**WORKER'S COMPENSATION INSURANCE CERTIFICATION****RFP RO2197****Roofing Repair and Maintenance Services**

Labor Code section 3700 in relevant part provides:

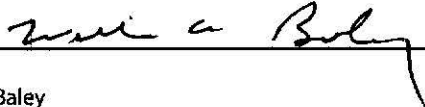
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- 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 04/25/2017

Legal Name of Contractor C.I. Services, Inc.

Signature 

Print Name William A. Baley

Title President

(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.)

Request for Taxpayer Identification Number and Certification

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

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

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

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ 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.)
26861 Trabuco Rd., #353

6 City, state, and ZIP code
Mission Viejo, CA 92691

7 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 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	6	3	5	9 0 6

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ *Matthew A. Bailey* Date ▶ *1-5-2017*

General Instructions

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/06/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of California License#0726293 3697 Mt. Diablo Blvd., #300 Lafayette, CA 94549	CONTACT NAME: Lettice Martin PHONE (A/C, No, Ext): (925) 310-1018 FAX (A/C, No): (925) 299-0328 E-MAIL ADDRESS: lettice_martin@ajg.com
INSURED C.I. Services, Inc. 26861 Trabuco Road, #353 Mission Viejo CA 92691	INSURER(S) AFFORDING COVERAGE INSURER A: California Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 38865

COVERAGES **CERTIFICATE NUMBER:** 17/18 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ Employee Benefits \$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ N/A					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	468193050108	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

C.I. Services, Inc.
26861 Trabuco Road, #353
Mission Viejo, CA 92691

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ATR IVE

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ORANGE COUNTY FIRE AUTHORITY

RFP RO2197 – Addendum 1

Roofing Repair and Maintenance Services

April 17, 2017

Thank you to all that attended the non-mandatory pre-proposal meeting. As a result of questions received, this addendum is issued to extend the online Q&A period, provide additional information and to adjust the services requested.

Answers to questions during job walk:

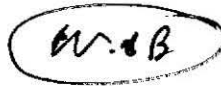
- 1) **QUESTION:** Will today's meeting attendance be made available?
RESPONSE: The attendance record is an attachment to this addendum.
- 2) **QUESTION:** Will the online Q&A be reopened to allow for additional questions?
RESPONSE: Yes, the online Q&A has been reopened until April 24, 2017 @ 11:00 a.m.
- 3) **QUESTION:** Is it the intent of OCFA that all buildings / roof sections will be inspected annually and if so, can all the inspections be scheduled and completed consecutively?
RESPONSE: Yes, OCFA intends to inspect all buildings and roof sections annually. Scheduling of these inspections will be coordinated between OCFA Property Management Staff and the awarded contractor.
- 4) **QUESTION:** If the prime contractor intends to use a roof consulting firm to perform the annual inspections, infrared moisture scans and prepare the written reports and AutoCAD drawings, would the consultant also be required to be registered pursuant to SB854 and labor section 1725.5 with the Department of Industrial Relations (DIR)? Would the contractor also be required to meet the prevailing wage labor rates and if so, under what craft will they be classified as?
RESPONSE: Yes, registration with the DIR and compliance with prevailing wage rates are required for roofing consulting firms. The craft classification is listed under Group I of #BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER as "Roof Inspector" under DETERMINATION: SC-23-63-2-2016-2D.
- 5) **QUESTION:** It was stated at the pre-proposal meeting that there was an adjustment to Attachment A due to a new location being added and one being removed. Please provide additional details.
RESPONSE: Due to a recent event, Fire Station 61 will not be part of this contract. A replacement fire station will be built and the address added at a later date. OCFA also acquired a warehouse which will be part of this contract. The warehouse address is as follows: 19682 Descartes, Foothill Ranch, CA 92610. OCFA may also add or remove service locations during the term of this contract.

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,


Rothchild Ong
Assistant Purchasing Agent



Orange County Fire Authority
FIRE STATIONS' MAILING ADDRESSES AND TELEPHONE NUMBERS

	RFOTC, 1 Fire Authority Road, Irvine, 92602	(714)	573-6000	
Station #2	LOS ALAMITOS, 3642 Green Ave., Los Alamitos 90720	(562)	431-6026	#2
Station #4	UNIVERSITY, #2 California Ave., Irvine 92612	(949)	854-7544	#4
Station #5	LAGUNA NIGUEL, 23600 Pacific Island Dr., Laguna Niguel 92677	(949)	249-3085	#5
Station #6	IRVINE, 3180 Barranca Pkwy., Irvine 92606	(949)	559-7530	#6
Station #7	SAN JUAN CAPISTRANO, 31865 Del Obispo, SJC 92675 (Reserves)	(949)	831-0872	#7
Station #8	SKYLINE, 10631 Skyline Dr., Santa Ana 92705	(714)	544-5292	#8
Station #9	SO. MISSION VIEJO, #9 Shops at Mission Viejo, Mission Viejo 92691	(949)	582-9260	#9
Station #10	YORBA LINDA, 18422 E. Lemon Dr., Yorba Linda 92886	(714)	970-1216	#10
Station #11	EMERALD BAY, 259 Emerald Bay, Laguna Beach 92651 (Reserves)	(949)	494-6933	#11
Station #13	LA PALMA, 7822 Walker St., La Palma 90623	(714)	523-8031	#13
Station #14	SILVERADO, P. O. BOX 12, Silverado 92676 (Reserves)	(714)	649-2211	#14
Station #15	SILVERADO (USFS), 27172 Silverado Canyon Rd., Silverado 92676	(714)	649-0190	#15
Station #16	MODJESKA, 28891 Modjeska Canyon Road, Silverado 92676 (Reserves)	(714)	649-2500	#16
Station #17	TRI-CITIES, 4991 Carritos Ave., Cypress 90630	(714)	821-3840	#17
Station #18	TRABUCO, 30942 Trabuco Canyon Road, Trabuco Canyon 92678 (Reserves)	(949)	858-9369	#18
Station #19	LAKE FOREST, 23022 El Toro Rd., Lake Forest 92630	(949)	837-0911	#19
Station #20	IRVINE, 6933 Trabuco Road, Irvine 92618	(949)	451-0020	#20
Station #21	TUSTIN, 1241 Irvine Blvd., Tustin 92780	(714)	544-0171	#21
Station #22	LAGUNA HILLS, 24001 Paseo de Valencia, Laguna Hills 92637	(949)	837-5471	#22
Station #23	VILLA PARK, 5020 Santiago Canyon Road, Orange 92869	(714)	997-2552	#23
Station #24	MISSION VIEJO, 25862 Marguerite Pkwy, Mission Viejo 92692	(949)	837-9333	#24
Station #25	MIDWAY CITY, 8171 Bolsa Ave., Midway City 92655	(714)	893-8723	#25
Station #26	VALENCIA, 4691 Walnut Ave., Irvine 92604 (Reserves)	(949)	559-0201	#26
Station #27	PORTOLA SPRINGS, 12400 Portola Springs, Irvine 92618	(949)	653-2727	#27
Station #28	IRV. INDUSTRIAL, 17862 Gillette Ave., Irvine 92614	(949)	660-0427	#28
Station #29	DOHENY, 26111 Victoria Blvd., Dana Point 92624	(949)	496-9354	#29
Station #30	NIGUEL, 23831 Stonehill Drive, Dana Point 92629	(949)	661-0203	#30
Station #31	NO. MISSION VIEJO, 22426 Olympiad Rd., Mission Viejo 92692 (Reserves)	(949)	581-1910	#31
Station #32	EAST YORBA LINDA, 20990 Yorba Linda Blvd., Yorba Linda 92887 (Reserves)	(714)	970-0344	#32
Station #33	AIRPORT CRASH, 374 Paularino, Costa Mesa 92626	(949)	852-3200	#33
Station #34	PLACENTIA (Valencia), 1530 N. Valencia Ave., Placentia 92870	(714)	996-2121	#34
Station #35	PLACENTIA (Bradford), 110 S. Bradford Ave., Placentia 92870	(714)	996-1490	#35
Station #36	WOODBIDGE, 301 E. Yale Loop, Irvine 92604	(949)	551-6881	#36
Station #37	TUSTIN, 14901 Red Hill Ave., Tustin 92780	(714)	259-7720	#37
Station #38	IRVINE, 26 Parker, Irvine 92618	(949)	859-6926	#38
Station #39	NO. LAGUNA NIGUEL, 24241 Avila Road, Laguna Niguel 92677	(949)	831-3232	#39
Station #40	COTO DE CAZA, 25082 Vista del Verde, Coto de Caza 92679	(949)	459-7410	#40
Station #41	FULLERTON AIRPORT, 3900 West Artesia Ave, Fullerton 92833 (Reserves)	(714)	522-4141	#41
Station #42	PORTOLA HILLS, 19150 Ridgeline Road, Lake Forest 92679	(949)	589-0323	#42
Station #43	TUSTIN RANCH, 11490 Pioneer Way, Tustin 92782	(714)	544-7462	#43
Station #44	SEAL BEACH (downtown), 718 Central Ave., Seal Beach 90740	(562)	431-0648	#44
Station #45	SANTA MARGARITA, 30131 Aventura, Rancho Santa Marg. 92688	(949)	858-8801	#45
Station #46	STANTON, 7871 Pacific Street, Stanton 90680	(714)	827-0533	#46
Station #47	SHADY CANYON, 47 Fossil, Irvine 92603	(949)	854-4747	#47
Station #48	SEAL BEACH 3131 N. Gate Rd, Seal Beach 90740	(562)	430-0415	#48
Station #49	BEAR BRAND, 31461 St. of Golden Lantern, Laguna Niguel 92677	(949)	249-9681	#49
Station #50	SAN CLEMENTE, 670 Camino de Los Mares, San Clemente 92673	(949)	361-9670	#50
Station #51	IRVINE SPECTRUM, 18 Cushing, Irvine 92618	(949)	341-0051	#51
Station #53	YORBA LINDA, 25415 E. La Palma, Yorba Linda 92887	(714)	692-8381	#53
Station #54	FOOTHILL RANCH, 19811 Pauling Ave, Lake Forest 92610	(949)	581-4406	#54
Station #55	ORCHARD HILLS, 4955 Portola Parkway, Irvine 92620	(714)	508-0055	#55
Station #57	ALISO VIEJO, 57 Journey, Aliso Viejo 92656	(949)	362-9237	#57
Station #58	LADERA RANCH, 68 Station Way, Ladera Ranch 92694	(949)	347-2258	#58
Station #59	SAN CLEMENTE, 48 Avenida La Pata, San Clemente 92673	(949)	492-8704	#59
Station #60	SAN CLEMENTE, 100 Avenida Presidio, San Clemente 92672	(949)	366-6750	#60
Station #61	BUENA PARK, 8081 Western Ave., Buena Park 90620	(714)	527-4118	#61
Station #62	BUENA PARK, 7780 Artesia Blvd., Buena Park 90621	(714)	521-0284	#62
Station #63	BUENA PARK, 9120 Holder Street, Buena Park 90620	(714)	229-4826	#63
Station #64	WESTMINSTER #1, 7351 Westminster Blvd., Westminster 92683	(714)	379-4920	#64
Station #65	WESTMINSTER #3, 6061 Hefley St., Westminster 92683	(714)	379-4931	#65
Station #66	WESTMINSTER #2, 15061 Moran St., Westminster 92683	(714)	379-4935	#66
Station #70	SANTA ANA, 2310 N. Old Grand Street, Santa Ana 92705	(714)	567-3270	#70
Station #71	SANTA ANA, 1029 West 17 th Street, Santa Ana 92706	(714)	567-3071	#71
Station #72	SANTA ANA, 1668 East 4 th Street, Santa Ana 92701	(714)	567-3260	#72
Station #73	SANTA ANA, 419 Franklin, Santa Ana 92703	(714)	567-3264	#73
Station #74	SANTA ANA, 1427 South Broadway, Santa Ana 92707	(714)	567-3230	#74
Station #74	SANTA ANA, 1439 South Broadway, Santa Ana 92707 (Administration)	(714)	567-3234	#74A
Station #75	SANTA ANA, 120 West Walnut, Santa Ana 92701	(714)	567-3255	#75
Station #76	SANTA ANA, 950 West MacArthur, Santa Ana 92707	(714)	850-4676	#76
Station #77	SANTA ANA, 2317 South Greenville, Santa Ana 92704	(714)	850-4577	#77
Station #78	SANTA ANA, 501 North Newhope, Santa Ana 92703	(714)	265-4878	#78
Station #79	SANTA ANA, 1320 East Warner, Santa Ana 92705	(714)	850-4579	#79

Annual Inspection Services

Roofing Maintenance and Repair Services

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)

Item	Description	Quantity	Unit Cost	Extended Cost
	Roofing Replacement 2' x 2' Asphalt Built-Up Roof			
	\$ 28.99 /SQFT x 4 = \$ 115.96			
	Labor rate information:			
	Classification 1: Roofer			
	\$ 68.75 /HR x Number of Hours 1.16			
	Classification 2: _____			
	\$ _____/HR x Number of Hours _____	25	\$115.96	\$2,899.00
	Materials cost \$ 7.21			
	Overhead cost \$ 11.59			
	Profit \$ 17.39			

ATTACHMENT B - PRICING SHEET
RO2197 - Roofing Maintenance and Repair Services

<p>Replacement of 4' x 8' Skylight with curb and flashing</p> <p>Labor rate information:</p> <p>Classification 1: Roofer</p> <p>\$ 68.75 /HR x Number of Hours 6.05</p> <p>Classification 2: _____</p> <p>\$ _____ /HR x Number of Hours _____</p> <p>Materials cost \$298.95</p> <p>Overhead cost \$95.32</p> <p>Profit \$142.98</p>	25	\$953.18	\$23,829.50
<p>Seal up of a roof penetration 12" Roof Penetration</p> <p>Labor rate information:</p> <p>Classification 1: Roofer</p> <p>\$ 68.75 /HR x Number of Hours 1.38</p> <p>Classification 2: _____</p> <p>\$ _____ /HR x Number of Hours _____</p> <p>Materials cost \$ 43.48</p> <p>Overhead cost \$18.45</p> <p>Profit \$ 27.67</p>	30	\$184.47	\$5,534.10
<p>Patch and seal 4' x 8' Mechanical Pads</p> <p>Labor rate information:</p> <p>Classification 1: Roofer</p> <p>\$ 68.75 /HR x Number of Hours 8</p> <p>Classification 2: _____</p> <p>\$ _____ /HR x Number of Hours _____</p> <p>Materials cost \$ 165.25</p> <p>Overhead cost \$ 95.37</p> <p>Profit \$ 143.05</p>	15	\$953.67	\$14,305.05

ATTACHMENT B - PRICING SHEET
RO2197 - Roofing Maintenance and Repair Services

Repair of 2' x 2' Downspout Drain Pocket with Cover Labor rate information: Classification 1: Roofer \$ 68.75 /HR x Number of Hours 4 Classification 2: _____ \$ _____ /HR x Number of Hours _____ Materials cost \$ 317.02 Overhead cost \$ 78.94 Profit \$ 118.40		30	\$789.36	\$23,680.80
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TOTAL ANNUAL AMOUNT \$198,035.46

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. The OCFA reserves the right to use alternate sources for completion of the work, to obtain competitive prices on any repair and replacement and to utilize information obtained under this contract relative to necessary materials and repairs as it deems appropriate.

Additional Rate Information	
Description	Rate
Labor per hour - Prevailing Wages Standard Rate: Mon through Fri, 7:00 a.m. to 5:00 p.m.	
Classification:	
Roofer	\$ 68.75 /Hour
Classification:	
Pitch Work	\$ 71.06 /Hour
Classification:	
Preparer	\$ 70.07 /Hour
Labor per hour - Prevailing Wages Overtime Rate:	
Classification:	
Roofer	\$ 90.12 /Hour
Classification:	
Pitch Work	\$ 93.60 /Hour
Classification:	
Preparer	\$ 92.11 /Hour
Minimum Call Out charge (if applicable)	N/A
Trip Charge (if applicable)	\$120.00

Additional Rate Information	
Description	Rate
Application of Roof Coating	\$ 4.34 /Sqft
Asphalt Shingle Roof Replacement	\$ 5.67 /Sqft
Clay Roof Tile Replacement	\$ 6.74 /Sqft
Metal Roofing Replacement	\$ 8.50 /Sqft
Roof Leak Detection and Diagnosis for Repair	\$1,250.00
Minimum Call Out/Trip charge (if applicable)	\$120.00
Roofing Water Test	\$750.00

ATTACHMENT B - PRICING SHEET
RO2197 - Roofing Maintenance and Repair Services

	Percentage discount off MSRP list price (materials)	5%
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ORANGE COUNTY FIRE AUTHORITY ROOFING MAINTENANCE AND REPAIR AGREEMENT

THIS AGREEMENT FOR ROOFING MAINTENANCE AND REPAIR SERVICES ("Agreement") is made and entered into this 6th day of June, 2017 ("Effective Date"), by and between the Orange County Fire Authority, a California Joint Powers Authority, hereinafter referred to as "OCFA", and Robinson Roofing and Consulting, a Sole Proprietorship, 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 roofing 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 roofing maintenance and repair services dated April 26, 2017, 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 roofing 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 roofing 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 roofing 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 RO2197 (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 \$ 50,000 (Fifty Thousand Dollars) annually. 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 two 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: Rafael W. Robinson

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 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 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:	Robinson Roofing & Consulting Attention: Rafael Robinson 2041 S. Baker Ave. Ontario, CA 91761
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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: _____

Debbie Casper
Purchasing Manager

APPROVED AS TO FORM.

ATTEST:

By: 
DAVID E. KENDIG
GENERAL COUNSEL

Sherry A.F. Wentz
Clerk of the Board

Date: 6/14/17

"CONTRACTOR"

ROBINSON ROOFING & CONSULTING

Date: 6/6/2017

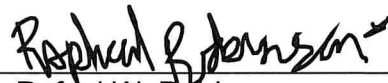
By: 
Rafael W. Robinson
Owner

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 roofing repair and maintenance services on an as needed basis. The successful contractor will provide roofing repair and maintenance services including all personnel, labor, supervision, materials, tools and equipment required to maintain and repair roofing systems of OCFA's seventy-two (72) fire stations, a 33,870 SQFT warehouse, 7 bay air operations hangar 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:

- Roof leaks and moisture
- Blow-offs, tenting, reduced wind uplift resistance, and billowing
- Lack of maintenance
- Initial installation issues
- Ponding water
- Punctures and additions of penetrations post-installation
- Safety and other code requirements
- Shrinkage
- Blistering
- Deteriorated or damaged flashing (head wall, wall step, plumbing vent etc...)
- Cracked, missing, or deteriorated sealant

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 roofing repair and maintenance services.

- 2) Contractor must possess a valid California **C-39** 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.

Roofing Work

i. C-39 – Roofing Contractor

A roofing contractor installs products and repairs surfaces that seal, waterproof and weatherproof structures. This work is performed to prevent water or its derivatives, compounds or solids from penetrating such protection and gaining access to material or space beyond. In the course of this work, the contractor examines and/or prepares surfaces and uses the following material: asphaltum, pitch, tar, felt, glass fabric, urethane foam, metal roofing systems, flax, shakes, shingles, roof tile, slate or any other roofing, waterproofing, weatherproofing or membrane material(s) or a combination thereof.

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.

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
 - i. Make necessary repairs to ensure that equipment, components or fixtures are operating properly and according to the manufacturer's specifications.
 - ii. Ensure that any items used to make repairs meet or better the original manufacturer (OEM) specifications.
 - iii. 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.

c. 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.

E. Specific Work for Preventative Maintenance

d. Service Inspections

- I. Perform a complete inspection of all roof sections of the facilities listed on Attachment A. A roof section is defined as an area of roof, which is separated from an adjacent roof area by a wall, a change in elevation, or an expansion joint.

- II. Measure and record the size of each roof section; provide two (2) dimensional plan and pertinent details and sections in digital format capable of being appended /attached.
- III. Perform complete roofing survey. Assess individual components of roof system and assign rated values for each component/percentage of component.
- IV. Using infrared thermal imaging check for entrapped water within built-up membrane. The contractor shall have certification of level III by ASNT for this purpose. Include complete information of such entrapments in the report. Indicate such entrapments in the roof plans.
 - i. The report shall clearly indicate the findings of infrared imaging, even if there are no entrapments.
- V. Document inspection findings on roof plans. Inspection data and roof plans shall document as a minimum the information required below. Sample inspection data and roof plan shall be part of the submittal.
 - i. Interview tenants, manufacturers, contractors, and maintenance personnel, as necessary, to ascertain information on current condition.
 - ii. Observe exterior of building and document conditions including, but not limited to:
 - 1. Cracked, broken, or out-of-plumb walls or other evidence of settlement or movement of foundation and/or walls.
 - 2. Level eaves, curbs, rooflines, and parapets.
 - 3. Condition of overhangs, cornices, fascia, edgings, copings, capstones, scupper heads, gutters, and down spouts.
 - 4. Check for water damage to exterior of building and identify cause.
 - 5. Verify all gutters and down spouts are adequately sized, properly positioned, open and functional.
 - 6. Verify drainage from roof runoff is away from foundation, where applicable.
 - iii. Examine interior of building for problems indicating existing or potential roof problems.
 - 1. List observed cracks, settlement, or out-of-plumb walls, ceilings, or columns.
 - 2. Note evidence of moisture and leaks, past or present, including spalling mortar, water marks, rust, damage to plaster, paint, and other finishes.

3. Verify deck type and condition, where observable.
 4. Inspect roof and document findings.
- iv. Verify accuracy of existing roof plans and details, including dimensions; make corrections where needed; develop plans and details where none exist. Document:
1. The square footage of each roof section.
 2. Roof drain size, material, manufacturer, and location.
 3. Scupper size, material, and location.
 4. Gutter and downspout size, materials, and location.
 5. Pattern and amount of slope.
 6. Show height of each roof level.
- v. Document size, type, condition, and location of all surface mounted equipment, penetrations, projections including, but not limited to:
1. Soil stacks and flashing.
 2. Skylights, sky domes, and flashing.
 3. Hatch covers and flashing.
 4. Chimneys and flashing.
 5. HVAC equipment and flashing.
 6. Water cooling towers and flashing.
 7. Vents/exhausts and flashings.
 8. Antennae and guy wires and flashing.
 9. Conduit and pipe and flashing.
 10. Drains and flashing.
 11. Other pertinent projections of equipment.
- vi. Record location and type of access to each roof area.
- vii. Identify type, make-up, and condition of roof system components from historical data and visual inspection, where possible.
1. Existing roof type and material.
 2. Type and Number of roof plies.
 3. Type and extent of roof membrane defects.
 4. Slope of roof.
 5. Deck type.
 6. Deck thickness, where accessible
 7. Deck condition, where accessible.
 8. Vapor retarder type.
 9. Base sheet type and attachment.
 10. Insulation type and thickness.
 11. Insulation attachment method.
 12. Make-up and number of additional roof systems, if any. Roof core shall be extracted unless prevented by construction or existing warranty.
 13. When core samples are taken for determination of condition or saturation, the details of findings must be reported in the

'roof evaluation report'. The test reports must be attached to the reports in all cases of core sampling.

viii. Presence of asbestos and core samples: If historical information proves to be inaccurate by visual inspection and if roof section is not under warranty, perform roof core cuts on each non-metal roof section to ascertain makeup of roof system and to analyze condition of system components. On roof sections where core cuts are taken, perform sample testing for asbestos. All core cuts and sampling for asbestos shall be made by a Certified Asbestos Inspector.

1. Document on plan, the location and date of each core cut and sampling for asbestos with test results.
2. Take minimum of three (3) samples of each suspect homogeneous material for asbestos testing from each roof level. Samples shall be taken from flashings, pitch pans, if present, and from core cut materials.
3. Repair core cut and sampling areas with materials and methods acceptable to roof membrane manufacturer (for warranty) or industry standard for a watertight seal.
4. Testing must be performed by a testing laboratory accredited by the National Institute of Standards and Technology's Voluntary Laboratory Accreditation Program. (NISTVLAP).

ix. Note general condition/appearance of roof and roof-mounted equipment.

1. Indicate presence of foreign and roofing repair debris, vegetation, and clogged drains.
2. Record use/misuse of roof by tenants or neighbors.
3. Record missing, loose, or damaged equipment access panels, rain hoods, roof flashing components, etc.
4. Document scouring or uneven distribution of gravel.
5. Report discharge to roof of lubricants, fluids, condensation, or other contaminants from equipment.
6. Ponded water or evidence of standing water.
7. Water removal system.
8. View perimeter and document:
 - a. Flashing construction and details.
 - b. Curb or parapet covering type, condition, method of attachment.
 - c. Condition of sealant or mortar at membrane, capstone, or metal joints.
 - d. Condition, construction and type of parapet or upper story walls.
 - e. Type, condition, and method of attachment of metal members.
 - f. Type, condition, and use of fasteners.
9. Inspect and report condition of perimeter details including:

- a. Perimeter edge.
 - b. Edge flashing detail.
 - c. Edge detail mounting method.
 - d. Parapet walls.
 - e. Parapet wall coatings.
 - f. Copings.
 - g. Coping joints.
 - h. Wall flashing.
 - i. Wall flashing mounting method.
 - j. Reglets.
10. Document construction and condition of expansion joints and control joints.

VI. Reports

- i. Prepare and submit a comprehensive report of inspection findings for each building & roof section including, but not limited to:
 - 1. Table of contents.
 - 2. Executive summary showing:
 - a. Total number of roofs examined.
 - b. Total square footage.
 - 3. Detailed inspection report (Data) for each of the buildings inspected including a copy of roof drawings.
 - 4. AutoCad plans of each roof section, along with a comprehensive plan of entire roof area. The drawings may be recorded in readable Compact Discs.
 - 5. Digital Photographs of each roof section with photograph of the front elevation of the building.
 - 6. Provide site-specific asbestos report indicating the location of
 - 7. samples Additionally, provide linear feet measurement and specific location of flashing.

Tour all designated work areas with Property Management to review and document items requiring corrective action.

If needed, perform the above prior to the start of any work, during other scheduled times provided by Property Management.

- VII. 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.

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.

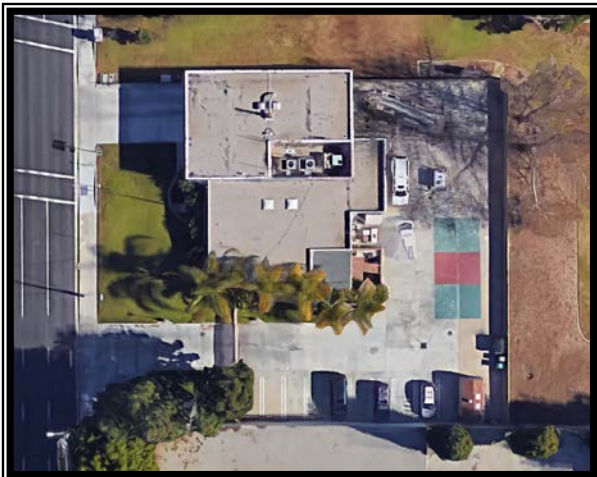
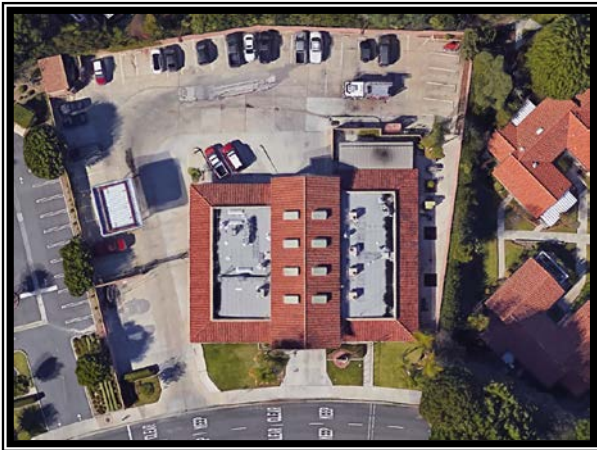
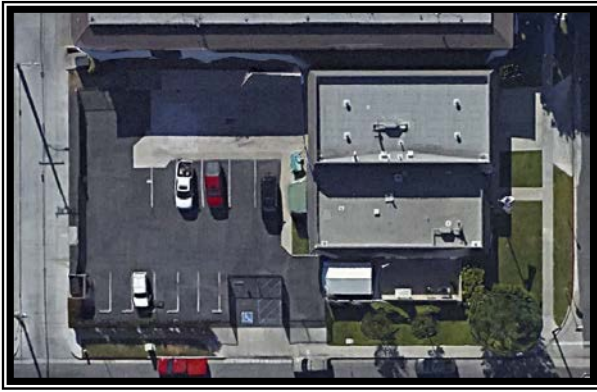
OCFA may choose to award jobs that are expected to be less than \$5,000 to Contractor any that it chooses; such choice will be based on past pricing, timely performance, and quality of work.

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.



Request For Proposal
RO2197
Consulting Services
For
Roof Repair and Maintenance
Services

Proposal Due Date:

April 26, 2017 - 11:00 AM

Submitted By:



2041 South Baker Ave.
Ontario, CA 91761
Tel: (949) 391-8523

rcs Roof Consulting
Services, Inc

1660 Mountain Road
Glen Allen, VA 23060
Tel: (804) 515-0885

RFP #RO2197

Request For Proposal
Roofing Repair and Maintenance Services
Orange County Fire Authority

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RFP #RO2197

Request For Proposal

Roofing Repair and Maintenance Services

Orange County Fire Authority

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Orange County Fire Authority Roofing and Maintenance and Repair Agreement	Exhibit 1

Document Enclosures:

- Two (2) Sample RCS Roof Inspection Reports / Drawings
- Image of RCS online reporting screen and sample graphs currently available



2041 S. Baker Ave.
Ontario, CA 91761
951-930-9338
Email: robinsonroofing@yahoo.com

CA STATE LICENSE #690551-C39/B

April 26, 2017

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

To Whom It May Concern:

Thank you for the opportunity to provide this proposal to the Orange County Fire Authority (OCFA). As a roofing contractor with over twenty (20) years of success and experience in the commercial and residential roofing industry, we are personally interested in offering a superior proposal. Through many years of dedication and perseverance, Robinson Roofing continues to bring teamwork and personable attitude to every job site. We pride ourselves in using quality materials, labor and care during the work performance. We are timely, organized and ready to meet your needs.

Because of the size and scope of this RFP, we believe that the best way to serve the OCFA is to combine forces with a nationally recognized roofing consultant, Roof Consulting Services, Inc. (RCS) who will provide the manpower and expertise necessary to complete the annual roof condition evaluations, while Robinson Roofing will serve as the roofing contractor role to complete all required repairs, service calls for leak repairs and/or replacement of existing roofing systems.

We believe that this combination of national expertise with local presence as well as roof specialization will provide a comprehensive solution that will best serve the Orange County Fire Authority. We are excited for this opportunity and look forward to a positive review of our proposal. If you have any questions regarding our process or proposal, please feel free to contact me.

Robinson Roofing acknowledges RO2197 - Addendum 1 for this RFP. Thank you again for your consideration.

Sincerely,

Raphael W. Robinson, Owner
Robinson Roofing



**Roof Consulting
Services, Inc.**

Inspection ** Testing ** Design

April 25, 2017

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

Re: RFP # RO2197
Consulting Services for Roof Repair and Maintenance Services

To Whom It May Concern:

Enclosed you will find the qualifications of our firm for your review and consideration. The corporate officers of RCS have provided specialty roof consulting services for over thirty-eight (38) years for numerous government agencies, state agencies, public school systems, private clients and major corporations throughout the United States.

We are prepared and qualified to provide all of the services listed under section E. Specific Work for Preventative Maintenance, d. Service Inspections to support Robinson Roofing in fully managing the entire scope of services required and incorporated for Roof Repair and Maintenance Services requested in the above referenced RFP # RO2197. As evidenced by the enclosed documentation, RCS has provided these same services to various agencies and private clients for nearly four (4) decades.

The roof consulting industry is a specialty discipline that requires a thorough understanding of a myriad of roofing systems, specific roof system installation requirements, roof maintenance programs and many other related components. We perform these services acting as both a prime contractor and sub-consultant for various prominent full service roofing companies and for this specific project; we have teamed up with the local roofing contractor Robinson Roofing. In the event Orange County Fire Authority has a roof replacement project which dictates that a licensed, Structural Engineer or Mechanical Engineer be utilized, we are also prepared to work with Robinson Roofing to obtain these services from other local firms.

We would greatly appreciate an invitation to meet with you personally to further discuss our qualifications and will anxiously await the Orange County Fire Authority's decision of the firm(s)

Charlotte, NC – 704.948.1146
Dallas, TX - 214.361.2705
San Francisco, CA - 415.970.1574
Richmond, VA – 804.515.0885

Atlanta, GA – 404.486.9001
Boston, MA - 617.345.0550
Minneapolis, MN - 612.333.9003
Seattle, WA – 206.623.3787
Indianapolis, IN – 317.464.0002

Orlando, FL - 407.426.0520
Denver, CO - 303.623.1568
Philadelphia, PA – 215.496.0234
San Diego, CA – 619.264.1001

Richmond, VA – 800.637.7109
www.roofconsultingservices.com



**Roof Consulting
Services, Inc.**

Inspection ** Testing ** Design

selected to engage in individual discussions.

After your review of the content presented within this submittal package, or if you have any questions, please do not hesitate to contact me at (800) 637-7109.

Respectfully submitted,
Roof Consulting Services, Inc.

William D. Sanders
CEO / President

CC: Robinson Roofing
RCS File

Charlotte, NC – 704.948.1146
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Minneapolis, MN - 612.333.9003
Seattle, WA – 206.623.3787
Indianapolis, IN – 317.464.0002

Orlando, FL - 407.426.0520
Denver, CO - 303.623.1568
Philadelphia, PA – 215.496.0234
San Diego, CA – 619.264.1001

Richmond, VA – 800.637.7109
www.roofconsultingservices.com

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: Robinson Roofing and Consulting		
Business Parent or Ownership: Raphael W. Robinson, Owner		
Address: 2041 S. Baker Avenue, Ontario, CA 91761		
Business Telephone No. 909-930-9338 or 951-317-4878 (cell)	Business Fax No. 909-334-3441	
Business Tax I.D. Number: 37-1510258	CSLB License Number: 690551 C-39/B	DIR Registration Number: 1000034522
Legal form of company: (partnership, corporation, joint venture) Corporation		
Length of time your business has been in business: 24 years	Length of time at current location: 5 years	
Number of employees and Number of Current Clients 25 Employees 2,579 Past Clients / 479 Clients Since 1/1/16 / 84 Currently Active Clients		

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

Name: Raphael W. Robinson	Title: Owner
Telephone No.: 951-930-9338 (office) or 951-317-4878 (cell)	E-mail: RobinsonRoofing@yahoo.com

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

Name: Diane Zeman	Title: Office Manager
Telephone No.: 909-930-9338	E-mail: diane-robinsonroofing@outlook.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 18 "Campaign Contribution Disclosure".**

APPENDIX A – OFFEROR’S INFORMATION

Robinson Roofing acknowledges that no other officers can sign an agreement on behalf of the corporation.

Request For Proposal

Roofing Repair and Maintenance Services

Orange County Fire Authority

Scope of Services Statement

For the work required under the RFP, it is the intention of RCS to complete all roof surveys and roof condition reports with our existing full-time staff. Roof repair projects will be completed by Robinson Roofing and RCS is prepared to assist Robinson Roofing with all aspects of each project starting with verification of as-built conditions, preparing technical specifications and preparing design drawings.

Upon receipt of a Notice of Award, RCS will begin working on a project schedule for site inspections and will have a preliminary schedule ready for delivery to the Orange County Fire Authority to review within one (1) week of receiving the notice. Upon execution of the Roofing Maintenance and Repair Agreement, RCS will finalize the inspection schedule and commence the inspection work with the expectation of all field inspection site visits would be completed within eight (8) weeks from the date of execution.

Once the contract has been finalized, RCS would schedule three (3) project inspectors to the project that would complete all the field investigations. They would be on-site for two (2) full weeks and then would be off for one (1) week and then return for two (2) additional weeks. At the end of each week, the inspection teams would deliver all of their field work to our office and the MS Access Database roof inspection reports and AutoCAD drawings would be started. After the first two (2) weeks of inspections have been completed and the initial findings are compiled within our database, RCS will then begin to deliver final inspection reports with recommendations for repairs, replacements and forecasted budget estimates for the same. It is anticipated that the three (3) project inspectors would be able to complete all of the field work in the above referenced time frame which would equal twelve (12) weeks of on-site inspection being completed within six (6) weeks. In the event, additional sites still need inspected, then we would assign the same inspection crews as needed until project completion. Within four (4) weeks of the last field inspection being completed, we anticipate RCS will have delivered the initial condition assessment reports for every building to be inspected.

Each condition assessment report will contain a roof repair deficiency list with estimated repair costs, roof plan drawings identifying the location of all deficient conditions as well as an estimated roof system replacement budget estimate for the roof system with various roof type options that would be appropriate for each building / roof section. A recommendation of the budget year that replacement should be budgeted for shall also be included within the report.

RCS will prepare all of the inspection reports, repair cost estimates and roof replacement estimates within our MS Access Roof Systems Data Management reporting system and the Orange County Fire Authority will have access to our secured website to view all of its completed reports and associated cost estimates 24 hours a day / 7 days a week. Two (2) color hard copies of each report will also be provided and will be delivered on a weekly basis as the reports are compiled.

RFP #RO2197

Request For Proposal

Roofing Repair and Maintenance Services

Orange County Fire Authority

Scope of Services Statement

Once a report has been completed and issued it will be uploaded to the secure website <https://roofbudgets.roofconsultingservices.com/Login.aspx> and be available for viewing / downloading the following morning by any person with access to the site that is approved by the City. **RCS would be happy to schedule an on-line meeting with the Orange County Fire Authority to review our report format, our MS Access database and the secure website and show how this will be a value-added service for the Orange County Fire Authority and its personnel that is provided by RCS free of charge.**

If RCS is then involved in future inspections, roof system repair and/or roof replacement projects, our MS Access database and online reporting data would be updated to reflect such items with repair / replacement contractor information, dates of completion, manufacturer and contractor warranty information, etc., etc., etc., so that the on-line data is accurate and can be used for ongoing maintenance and capital improvement planning efforts.

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: Roof Consulting Services, Inc.		
Business Parent or Ownership: William D. Sanders		
Address: 1660 Mountain Road, Glen Allen, VA 23060		
Business Telephone No. 804-515-0885	Business Fax No. 804-515-0890	
Business Tax I.D. Number: 54-2026810	CSLB License Number:	DIR Registration Number: 1000048348
Legal form of company: (partnership, corporation, joint venture) S-Corporation		
Length of time your business has been in business: 16 years	Length of time at current location: 16 years	
Number of employees and Number of Current Clients 55 Employees 1,142 Past Clients / 208 Clients Since 1/1/16 / 79 Currently Active Clients		

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

Name: William D. Sanders	Title: CEO / President
Telephone No.: 804-515-0885	E-mail: wdsanders@roofdesign.com

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

Name: Kimberly S. West	Title: HR Director/Corporate Secretary
Telephone No.: 804-515-0885	E-mail: kwest@roofdesign.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 18 "Campaign Contribution Disclosure".**

APPENDIX A – OFFEROR’S INFORMATION

Roof Consulting Services, Inc. acknowledges that no other officers can sign an agreement on behalf of the corporation.

Request For Proposal

Roofing Repair and Maintenance Services

Orange County Fire Authority

Narrative Summary / Corporate Overview

As you will find by reviewing the enclosed documentation, Robinson Roofing has provided our services to numerous clients both locally and nationally for the past twenty (20) plus years. We have performed multi-million dollar roof replacement projects, roof repair projects, and maintenance services. We have been approved by every major roofing manufacturer and have multiple acknowledgments for our high level of experience and installation methods. We take pride in the fact that we are capable of managing numerous project assignments simultaneously while providing quality and accurate information to our clients within strategically planned time frames and budget constraints required for comprehensive roof repairs and maintenance services.

As a group, our team has well over 100 years' experience in the roofing industry and has performed all types of repair and maintenance with low and steep slope roofing systems. Our success has come from treating customers fairly and performing quality work.

Our office has been located in California for the past twenty-four (24) years and has been at the physical address of 2041 S. Baker Avenue, Ontario, California for the past five (5) of those years.

We pride ourselves on being the roofing company that can meet all of your roofing needs. We work with the following types of roofing materials:

- Single Ply Roof Membrane
- Built-Up
- Shingles
- Tile
- Metal

Robinson Roofing provides quality materials, labor and care during the work performance. We are timely, organized and ready to meet your needs. We are unique as a roofing contractor because we have an added benefit of a general contractor in-house.

Different roof types Robinson Roofing provides are as follows:

- Synthetic rubber
- Modified bitumen
- Thermoplastic membrane
- Asphalt and gravel
- Spray Foam

Below are some examples of different roofs we have replaced and/or repaired:



Single Ply



Metal



Built-Up



Modified Bitumen

We have reviewed the entire content of the Request for Proposal #RO2197 and hereby state that Robinson Roofing shall comply with and acknowledges all requirements of the RFP.



Raphael W. Robinson
Owner

Travis Schuster
Estimator/Project
Manager
Commercial Division

Rick Smith
Estimator/Project
Manager
Residential Division

Robert Faben
Assistant Estimator/Project
Manager
Commercial Division

Diane Zeman
Office Manager

Field Crew

Ruben Solis – 2004 – Single Ply & Torch Foreman
Leonardo Garcia – 2010 - Superintendent
Alex Sauery – 2015 – Single Ply Foreman
Reginald Dixon – 2016 – Journeyman Torch, Framer,
Repairs & Maintenance
Max Flores – 2008 – Repair Foreman
Jesse Flores - 2008 – Maintenance Foreman
Jose Maldonado – 2015 - Journeyman

RFP #RO2197

Request For Proposal

Roofing Repair and Maintenance Services

Orange County Fire Authority

Corporate Profile

Robinson Roofing is a quality organization with over 100 years of combined experience with our current employees. We have had the opportunity to work on multiple roof systems to replace, repair and/or perform maintenance. This RFP is requesting work that we have experience in performing.

The next several pages are some of the roofing projects that have been done by Robinson Roofing. These pictures demonstrate our ability to tear off existing roofs and install a new/different type of roofing.

Barry J. Nidorf Juvenile Hall – tore off the existing 4-ply build up roof system and installed a Johns Manville 2-ply APP torch system.

2525 Bay Area – removed the existing ballast roof and mechanically attached a new 1/2:" coverboard of the existing cap sheet and fully adhered new 60 Mil TPO.

6000 Uptown Boulevard – removed the existing EPDM roof and replaced with a new 60 mil TPO roof.



2041 S. Baker Ave.
Ontario, CA 91761
951-930-9338

Email: robinsonroofing@yahoo.com

CA STATE LICENSE #690551-C39/B

**Barry J. Nidorf Juvenile Hall
16350 Filbert Street
Sylmar, CA 91342**



Barry J. Nidorf Juvenile Hall located at 16350 Filbert St., Sylmar, CA 91342. Robinson Roofing was contracted to tear off the existing 4-ply built up roof system and install a new Johns Manville 3-ply APP Torch system. System included a fully adhered 2" Johns Manville duraboard in low rise foam adhesive, 3 layers APP torch(2 smooth and one granular) and APOC white elastomeric coating. Approximately 4,000 squares.

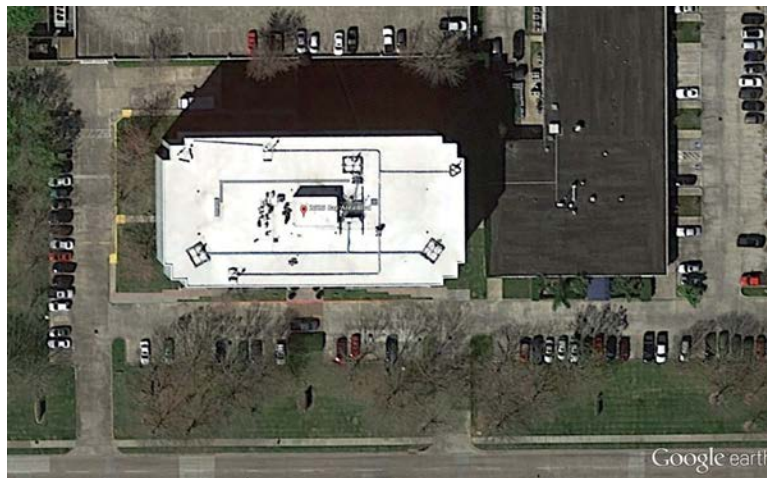


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Ontario, CA 91761
951-930-9338

Email: robinsonroofing@yahoo.com

CA STATE LICENSE #690551-C39/B

**2525 Bay Area Boulevard
Houston, Texas**



2525 Bay Area Boulevard in Houston, Texas. Robinson Roofing was contracted to remove the existing ballast roof. Mechanically attach a new ½" coverboard over the existing cap sheet and fully adhere new 60 Mil TPO for a 20 year warranty.



2041 S. Baker Ave.
Ontario, CA 91761
951-930-9338

Email: robinsonroofing@yahoo.com

CA STATE LICENSE #690551-C39/B

**6000 Uptown Boulevard, NE.
Albuquerque, Mexico**



6000 Uptown Boulevard, NE., Albuquerque, Mexico. Robinson Roofing was contracted to remove the existing EPDM roof and replace with a new 60 Mil TPO roof. Robinson Roofing cut the existing EPDM roof and rolled it up so it could be recycled. Robinson Roofing installed new fully adhered a ½" coverboard and 60 Mil TPO.



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Ontario, CA 91761
951-930-9338
Email: robinsonroofing@yahoo.com

CA STATE LICENSE #690551-C39/B

Raphael “Ray” Robinson

Mr. Robinson began his roofing company, Robinson Roofing, in 1994. Prior to owning his own company, he worked as a foreman on a hot mop crew for a company in Southern California. Over the past twenty (20) years, Mr. Robinson has continued to grow his company earning respect throughout the community.

Mr. Robinson has led his team to success by hiring the best estimators, project managers, and field employees and each year the company continues to grow in both size and profit. He also led the charge in having Robinson Roofing approved by every major roofing manufacturer and has multiple acknowledgements for his high level of experience and installation methods.

Through the leadership of Mr. Robinson, the following manufactures have listed us as an approved contractor:

- Johns Manville
- Carlisle
- GAF
- Firestone
- APOC

The projects listed below are a sampling of the types and sizes of roofs that can be serviced:

- | | |
|--|-----------------------|
| • Har-Bro, Inc. – Multiple Locations | 2,432,344 square feet |
| • Kimco Realty – Multiple Locations | 1,456,400 square feet |
| • Brixmor Realty – Multiple Locations | 566,978 square feet |
| • Rexco Development – Multiple Locations | 600,456 square feet |
| • Apel Construction – Multiple Locations | 290,800 square feet |
| • Freeman Group – Los Angeles, CA | 560,000 square feet |
| • IDS Real Estate Group – San Diego, CA | 750,458 square feet |
| • Trader Joe’s – Multiple Locations | 290,000 square feet |
| • DD’S Discounts – Multiple Locations | 106,000 square feet |
| • UFC Gym – La Mirada, CA | 413,000 square feet |



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CA STATE LICENSE #690551-C39/B

Travis Schuster

- Robinson Roofing - 1 year
- Roofing industry - 8 years
- General Contractor - 3 years

Mr. Schuster graduated high school from Alden-Conger High School in Alden, Minnesota. He earned his Associate's Degree from the Art institute of Minnesota in graphic design.

In 2008, Mr. Schuster began working for a general contractor which did mostly Home Owner Association (HOA) jobs. In 2011 he began his roofing career and has been with Robinson Roofing for the past year. With Robinson Roofing he became specialized in commercial low-slop re-roofs and new construction. He also performs end of service maintenance and repairs.



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CA STATE LICENSE #690551-C39/B

Diane Zeman

Diane Zeman has been in the roofing industry for over twelve (12) years, with a strong background in office management, book keeping and daily operations. Her desire for customer service is her number one priority.

Ms. Zeman's background experience includes, but is not limited to, all areas of customer service and company operations. She has a strong background in the construction industry operations, executive office administration, Accounts Payable, and Accounts Receivable. Ms. Zeman's responsibilities include public relations, human resources, handling insurance documents, pre-liens, lien releases, prevailing wage, document control, contracts, and customer assistance.

She came into the roofing industry while possessing experience in owning and running a profitable and dependable service industry business for over twenty-five (25) years, along with her studies in business management at Chaffey College.

Request For Proposal

Roofing Repair and Maintenance Services

Orange County Fire Authority

Narrative Summary / Corporate Overview

As you will find by reviewing the enclosed documentation, Roof Consulting Services, Inc. (RCS) has provided our services to numerous clients both locally and nationally for the past thirty-six (36) years. We have designed multi-million dollar roof replacement projects, investigated thousands of in-place roof systems and have provided both technical and support services for several of the leading roofing system manufacturers. We take pride in the fact that we are capable of managing numerous project assignments simultaneously while providing quality and accurate information to our clients within strategically planned time frames and budget constraints required for comprehensive roof system management.

The corporate officers of RCS (listed below) have over one hundred (100) years of "hands-on" roof consulting experience. Specific information relating to their qualifications and areas of performance is contained within the content presented herein.

Mr. William D. Sanders, CEO/ President
Mr. John R. Taggart, Executive Vice President
Mr. James B. Talley, III, Vice President
Mrs. Kimberly S. West, Director of Human Resources/Corporate Secretary

As a group, the above referenced officers of RCS have performed all types of roof system inspections, non-destructive moisture testing and roof repair / replacement design services encountered with low and steep slope roofing systems. We are proud to state "Our success has proliferated through continuous repeat business from our client base".

Our office has been located in Henrico County for the past thirty-six (36) years and has been at the physical address of 1660 Mountain Road, Glen Allen, VA 23060 for eighteen (18) of those years.

Our firm is currently staffed with an additional fifty-one (51) full-time support personnel. This staff provides an additional nine hundred (900) plus years of hands on roof inspection, non-destructive testing, roof repair/replacement design and quality control roof inspection services. The experience of our support staff coupled with the daily involvement, communication, extensive roofing knowledge and management by the corporate officers ensures that our clients receive a level of service that should be expected and required on all projects.

We truly believe that our firm's success is attributed to Total Roof Management Services inclusive of the following:

- State of the art roof system design technologies that meet and/or exceed industry standards and local building code requirements
- Contractor friendly project management and communication
- Daily communications with our support staff
- A "common sense, nuts and bolts approach" to each specific project
- Numerous years of hands on roof consulting experience
- Accurate diagnosis of existing roof system conditions
- Cost saving solutions that meet available and/or allocated funding

Our specific areas of performance include:

- Roof Repair and Replacement Construction Documents
- Project Management and Construction Administration Services
- Visual Roof Condition Evaluations
- Non-destructive Roof Moisture Surveys
- Roofing Material Asbestos Testing
- Roof System Data Management (RSDM) and Customized Database Development
- Long Term Roof Maintenance Programs
- On-Site Quality Control Roof Inspection Services
- Management and Coordination of Annual Roof Inspection and Maintenance Programs

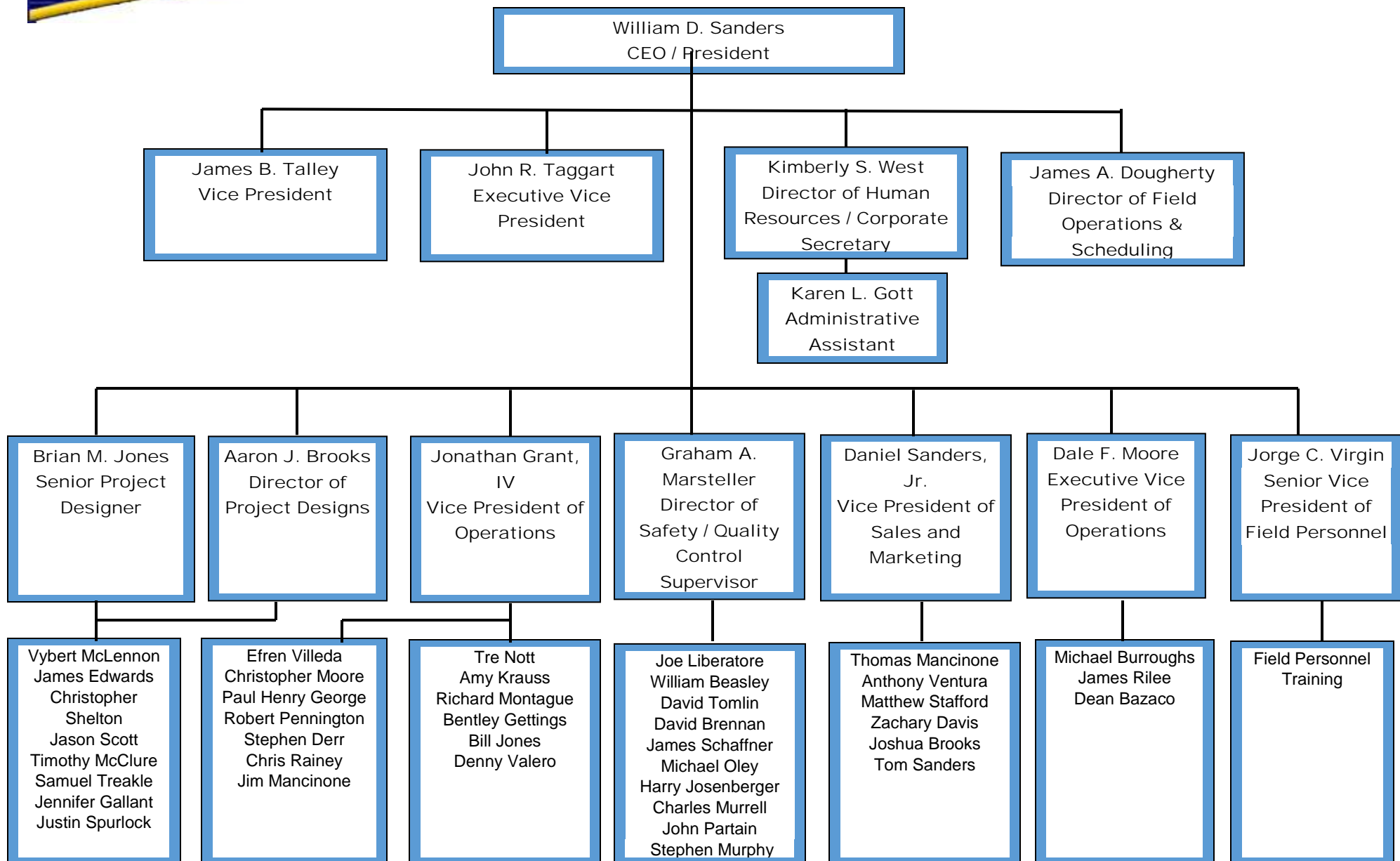
Our approach for the determination of the life expectancy of a given roof system is based on the concepts of: current condition of the existing roof system, current age of the roof system, estimated cost of repairs versus the estimated cost of replacement of the roof system and our combined experience and knowledge of various roof systems performance. From our expert analysis of these items we determine the current health of the roof system and assign one of four levels of roof condition to summarize our overall analysis of the roof system. These roof condition codes are also color coded in our reports and on our drawings for easy reference purposes and include the following;

ROOF CONDITION CODE	DESCRIPTION
FAILED 0-1 Years Remaining Service Life	Removal and replacement of the roof system within the next 12 months is recommended due to the severity of deterioration.
POOR 2-4 Years Remaining Service Life	The roof assembly has surpassed or is nearing the end of its useful service life. Replacement will be required in the near future but can be temporarily postponed with strategic repairs until the frequency of leaks becomes unacceptable to internal operations or on-going repair costs become prohibitive.
FAIR 5-7 Years Remaining Service Life	The roof system is serviceable yet requiring repairs and routine maintenance to maintain. Repairs should be implemented in a timely manner to prevent further development.
GOOD 8 Plus Years Remaining Service Life	Only minor repairs are required or the roof system is early in service life with no repairs required. Repairs should be implemented in a timely manner to prevent further development.

We have reviewed the entire content of the Request for Proposal #RO2197 and hereby state that RCS shall comply with and acknowledges all requirements of the RFP.



ROOF CONSULTING SERVICES, INC





**Roof Consulting
Services, Inc.**

Inspection ** Testing ** Design



Roof Consulting Services, Inc. (RCS) is one of the largest and most prominent roof inspection and consulting firms in the United States. With more than 35 years of experience in the roofing industry, RCS has a proven track record of providing clients with quality service and personal attention. Our company is a member of a number of professional and roofing organizations, including National Roofing Contractor's Association (NRCA), AIA, and RCI.

We offer a team that is unsurpassed in the types of roof analysis, sub-surface moisture investigations, roof system designs and support services that you may need. We have evaluated in excess of 40,000 projects and 750,000,000 square feet of roofing and provided consequential avenues of approach deemed economically feasible for each project. The combined experience of our project managers is in excess of One Hundred Fifty (150) years of roof system knowledge and roof systems consulting experience. From roofers who worked their way through the ranks to former manufacturer's representatives to long term roofing consultants – RCS has seen and experienced all areas of the roofing industry ... and that experience serves clients well.

Utilizing state of the art technology and years of roofing industry experience, combined with a common sense 'hands-on' approach, RCS has been extremely successful in providing clients with accurate diagnoses and practical cost saving solutions to their roofing needs. We have a proven track record of showing building owners how to save money by preserving existing roof assemblies when possible and providing functional, practical re-roofing options when required. The ultimate goal is to help an owner make the most informed, educated and economical decisions when their roofing questions arise.

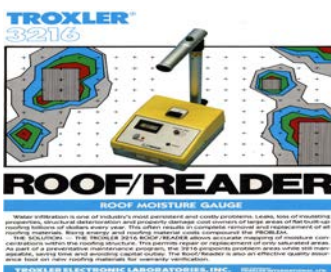
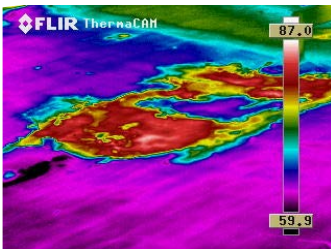
Project Comprehension

RCS offers a team that is unsurpassed in the types of roof analysis, sub-surface moisture investigations, roof system designs and support services you may need. **We have evaluated in excess of 750,000,000 square feet of roofing.** The combined experience of our project managers, registered roof observers (RROs), and technical personnel is in excess of **Nine Hundred (900) years of roof system knowledge** and roof systems evaluation.



**Roof Consulting
Services, Inc.**

Inspection ** Testing ** Design



One of our primary objectives is to preserve existing roofing assets and provide documentation and direction to prolong the useful life span of existing roofing assemblies. We recognize that each building must be addressed individually to escape a “Savior to the Industry” syndrome. Our technical ability, in conjunction with our extensive roof industry experience, allows for proper roof system selection for new or replacement roof designs. RCS’s experience also allows us to recognize that there are many factors that must be considered when evaluating an owner’s roofing assets – budget funding, time constraints for roofing work, project accessibility, sensitive building contents, maintenance approaches, etc. All of these areas are taken into consideration during the evaluation and recommendation processes so that RCS can give an owner the best possible solutions available. When roof replacement is required, RCS has a solid history of providing building owners with the best possible replacement system for the available budget / funding.

Infrared Roof Moisture Surveys

RCS utilizes Flir Thermal Imaging Cameras for performing our infrared roof moisture surveys. These cameras enable us to see where moisture is trapped within a roof system. A survey is performed after sundown to allow thermal differences (or anomalies) to occur once the air and roof surface temperatures have equalized. Moisture trapped within the roof insulation is heated during the solar gain of the day and retains its heat longer into the night than dry areas. This results in the thermal differences within the system that can be detected by our cameras. The suspect wet areas, or anomalies, are outlined on the roof surface with paint. The following day, roof cores are taken in both dry and suspect wet areas to verify the infrared camera readings. The final results are then documented on a roof plan.

Nuclear Roof Moisture Surveys

The Troxler Model #3216 Roof Moisture Gauge is utilized for nuclear roof moisture surveys. These surveys begin with marking a 5’x5’ grid pattern (with paint) on the entire roof area. The grid is also marked on a roof plan. A reading is taken at each grid point with the nuclear meter and then recorded on the roof plan. After taking all readings, a roof core is made at the highest numeric readout to verify if moisture is present. If moisture is found, then additional cores are taken at lower readouts until no moisture is present. A Histogram / Bar Graph of all the numerical readouts is developed which allows RCS to determine what percentage of the roof area is affected by moisture intrusion.



**Roof Consulting
Services, Inc.**

Inspection ** Testing ** Design



RSDMSM

**Roof Systems Data
Management**

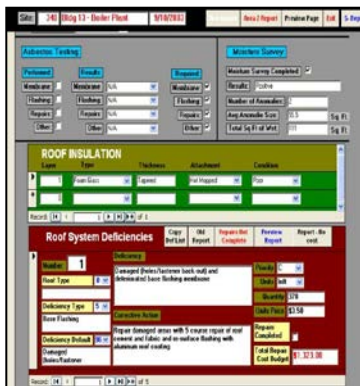
Over the past twenty (20) plus years, RCS has developed a Roof Systems Data Management (RSDM) Database program utilizing Microsoft Access software. All roof inspection survey information is entered into this system and all reports are generated from it. The RSDM report has become the standard reporting format for all of our clients.



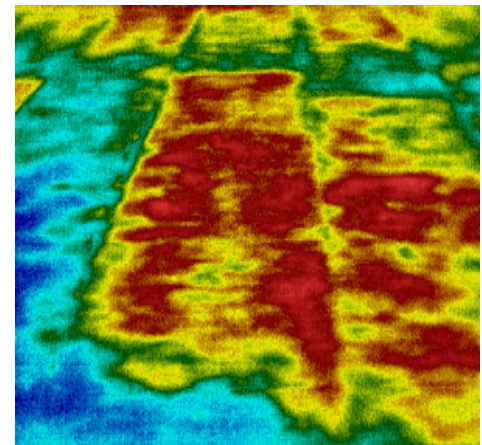
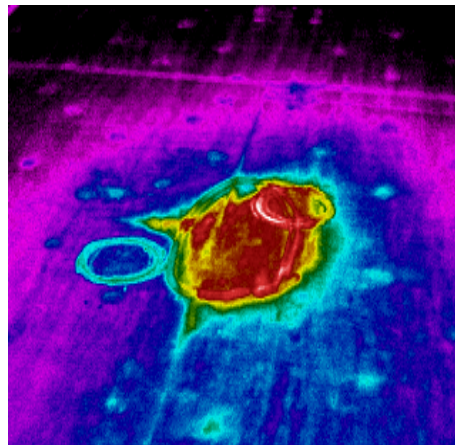
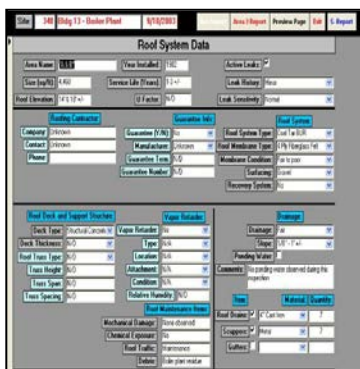
RCS's database system can track roof system installations (new and existing) and regular inspections concisely and with ease. Once all an owner's roofing assets are entered into the database, the system can produce detailed summary reports quantifying all the repair and replacement needs and we also have an online reporting system for client login to view / download reports and query / export cost data.

Full-Time Quality Control Roof Inspection

RCS has performed Full-Time Quality Control Roof Inspections for numerous state, local and federal agencies and private clients. Our inspectors provide on owner with an on site 'set of eyes' during a roof system replacement. Our presence documents the conformance of a roof installation as well as raises a flag when an issue arises.



RCS inspectors are kept abreast of industry developments and are regularly schooled by recognized industry authorities such as the Roofing Consultants Institute (RCI) and various educational courses offered by roof system manufacturers.





**Roof Consulting
Services, Inc.**

Inspection ** Testing ** Design

RSDMSM

**Roof Systems Data
Management**

All of our roof inspection reports are made available to our clients through our https: secure website <https://roofbudgets.roofconsultingservices.com/Login.aspx>

The below image is the screen clients observe when logged on to the roof budgets site. The data can be sorted by clicking on the blue column headers and filtered by using the pull downs. Once filtered, the data can then be exported to a working MS Excel spreadsheet and saved to your local folder. Several graphs are also available to illustrate various cost and roof condition codes as show below

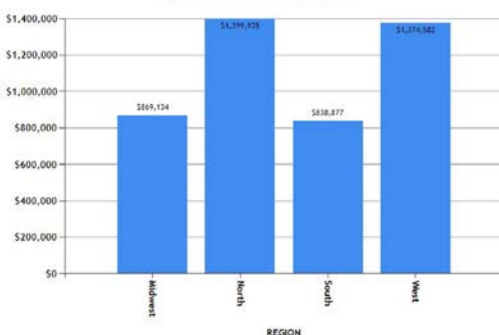


Region:	<div><div></div>Contact Name: (All)</div>	<div><div></div>Facility Name: State:</div>	<div><div></div>Inspection Year: (All)</div>															
<div>Search Regions</div>				<div>Export to Excel</div>		<div>Export to PDF</div>		<div>Select</div>		<div>Generate Chart</div>		<div>Export Chart Data</div>		<div>Refresh Data</div>				
Region	Facility Contact Name	Site Number	Facility Name	Inspection Date	Recommend Replacemen	State	Roof Area Name	Roof Area Size	Remaining Life	Roof Type	Roof Membrane Type	Total Repair Cost	Est. Replacemen Cost	sq ft Replacemen Cost	Wet Area	Active Guarantee	PDF Report	Roof Area Key Plan
Midwest	Robert Lehner	1373	Northgate Plaza	06/11/2015	OH		Metal Panels	320		Architectural Metal Panels	Architectural Metal Panels	\$5,000	\$15.63	0.00%			Download	Download
Midwest	Bradley Nair	4166	30th Street Plaza	12/04/2014	2015	OH	Bldg 2 - Area A & B	10,348	0-1 +/-	Asphalt BUR	3 Ply BUR w/ Gravel	\$425	\$67,500	\$6.52	91.10%	Unknown	Download	Download
Midwest	Bradley Nair	4166	30th Street Plaza	12/04/2014	2015	OH	Three Tab Shingles	4,813	0-1 +/-	3-Tab Shingles	3-Tab Asphalt Shingles	\$22,500	\$4.67	0.00%	Unknown		Download	Download
Midwest	Bradley Nair	1138	Bethel Park	10/30/2014	2015	PA	Bldg 1 - Area B	65,569	0-1 +/-	Mechanically Attached EPDM	45 Mil EPDM	\$2,925	\$425,000	\$6.40	9.00%	Unknown	Download	Download
Midwest	Bradley Nair	1138	Bethel Park	10/30/2014	2015	PA	Bldg 2	12,830	0-1 +/-	Modified BUR	Granular Surfaced APP Modified Bitumen	\$450	\$85,000	\$6.63	11.83%	Unknown	Download	Download
Midwest	Bradley Nair	5237	Southland Shopping Center	12/17/2014	2015	OH	Bldg 1 - Area F & N	989	0-1 +/-	Modified BUR	Smooth Surfaced APP Modified	\$1,315	\$6,000	\$6.07	0.00%	Unknown	Download	Download
							74,065,356						\$4,688,609		\$423,801,322			

RCS Roof Consulting Services, Inc.
Inspection ** Testing ** Design

Brimmer Property Group
450 Lexington Avenue, Floor 13
New York NY, 10017

Repair Cost Estimate By Region

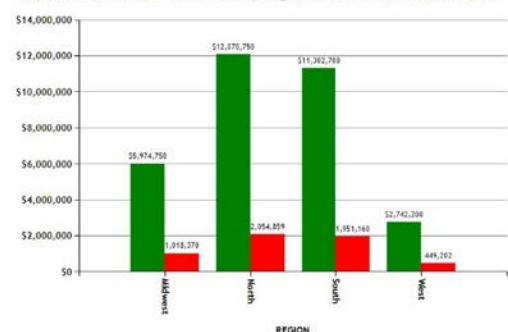


Graph Created On - 4/1/2017

RCS Roof Consulting Services, Inc.
Inspection ** Testing ** Design

Brimmer Property Group
450 Lexington Avenue, Floor 13
New York NY, 10017

Replacement Cost and Roof Area SF By Region for Roof Condition Code Failed



Graph Created On - 4/1/2017



Roof Consulting Services, Inc.

Inspection ** Testing ** Design



Years with RCS: 15

With Other Firms: 19

Education:

**J. Sargent Reynolds
Community College**

**John Tyler
Community College**

Our Services:

Visual Roof Inspections
Infrared Moisture Surveys
Nuclear Moisture Surveys
Roof Repair Design
Roof Replacement Design
Project Management
Construction Administration
Quality Control Inspection
Roof Maintenance Programs
Roof Education
Roof Training Seminars
Warranty Claims Assistance
Forensic Investigation
Expert Witness

**1660 Mountain Road
Glen Allen, VA 23060
Tel: 804-515-0885
Fax: 804-515-0890**

WILLIAM D. SANDERS

Chief Executive Officer / President

Project Role: Principal in Charge

Mr. Sanders has been in the roof consulting industry for thirty-four (34) years. He has been involved in hundreds of total roof replacement and roof system repair design projects and has completed thousands of visual roof condition evaluations and non-destructive roof moisture surveys ranging in size from under 1,000 square feet to over 2,000,000 square feet for clients throughout the continental United States.

Mr. Sanders is an expert utilizing both infrared & nuclear testing equipment. He develops written reports and provides recommendations for repairs and/or replacement with anticipated budget estimates. He is proficient at writing specifications for roof repairs, roof system replacement and proactive maintenance programs. He has developed roof management database programs for the United States Navy, the Commonwealth of Virginia, Department of Corrections, Kimco Realty, Brixmor Realty and several other private clients.

Roof System Design Projects

- Macsteel Service Center, Ben Salem, PA – 355,848 Sq Ft
- Mall of America, Minneapolis, MN – 700,000 + Sq Ft
- Pratt & Whitney, East Hartford, CT – 17 Projects, >1.5 Million Sq Ft
- Pratt Whitney, Columbus, GA – 750,000 Sq Ft
- Fannie Mae Office Building, Washington, DC – 39,237 Sq Ft
- Holiday Inn Exec Center, Virginia Beach, VA – 86,733 Sq Ft
- Magnolia Grange, Chesterfield County, VA – 2,282 Sq Ft
- Kempsville High School, Virginia Beach, VA – 126,027 Sq Ft
- Lynnhaven Middle School – Virginia Beach, VA – 33,219 Sq Ft
- Elk Neck Elementary School, Elkton, MD - 52,284 Sq FT

Visual and Non-destructive Roof Condition Evaluations

- Kimco Realty Corporation – 654 Projects, >96 Million Sq Ft
- Brixmor Realty – >350 Projects, >50 Million Sq Ft
- USCG Base, San Juan, PR – 15,141 Sq Ft
- MCAS, Cherry Point, NC – Multiple Buildings – 648,073 Sq Ft
- MCRD, San Diego, CA – Multiple Buildings - 1,238,896 Sq Ft
- Oceana Naval Air Station – Multiple Buildings – 725,959 Sq Ft
- Aviano Air Force Base, Aviano, Italy – 78,090 Sq Ft
- Fannie Mae, Washington, DC – 115 Projects, >7 Million Sq Ft
- Virginia Department of Corrections – Numerous Buildings/Locations
- Compass Banks – Numerous Buildings – FL, MS, TX, AL, CO, NM ,LA
- Coca-Cola Bottling Company, Several Locations – 1,513,217 Sq Ft

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**Roof Consulting
Services, Inc.**

Inspection ** Testing ** Design



Years with RCS: 15

With Other Firms: 19

Education:

**State University
of New York
Associates Degree**

Our Services:

Visual Roof Inspections
Infrared Moisture Surveys
Nuclear Moisture Surveys
Roof Repair Design
Roof Replacement Design
Project Management
Construction Administration
Quality Control Inspection
Roof Maintenance Programs
Roof Education
Roof Training Seminars
Warranty Claims Assistance
Forensic Investigation
Expert Witness

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Fax: 804-515-0890**

JOHN R. TAGGART

Executive Vice President

Project Role: Project Manager / Designer / Spec Writer

Mr. Taggart has over thirty four (34) years of experience in the roofing industry as a laborer, mechanic, superintendent and project manager on large profile projects on a national basis. His tenure in the roofing industry has allowed his performances to include Moisture and Condition Evaluations, Quality Control Superintendent, Project Manager, Specifications Writer to Chief Executive Officer and Principal in Charge.

Mr. Taggart is in charge of Operations and Scheduling for various disciplines of inspection and diagnostic evaluations on a national basis. He has performed various services for many State and Federal Government agencies and the private sector. Typically, he is the Principle-in-Charge for high profile projects for major corporate clients such as Walt Disney World, Ford Motor Company, Chrysler Corporation and Philip Morris, U.S.A. He is a non-destructive expert utilizing infrared and nuclear equipment and he can provide written reports with recommendations for repairs and/or replacement with anticipated budget estimates and provides specification writing for roof repair, replacement, and maintenance programs.

Roof System Replacement Design Projects

- Hanover County – Multiple Schools, Hanover, VA – 299,198 Sq Ft
- Henrico County Administration Building, Henrico, VA – 63,475 Sq Ft
- Henrico County Courts Annex, Henrico, VA – 16,338 Sq Ft
- QVC Facility, Suffolk, VA – 1,000,000 Sq Ft
- Olathe East High School, Olathe, KS - 198,913 Sq Ft
- Eastern Government Center, Henrico, VA - 18,900 Sq Ft
- Highland Co. High School, Monterey, VA - 41,166 Sq Ft
- Fernandez Elementary School, San Antonio, TX 74,141 Sq Ft
- YMCA, Portsmouth, VA - 37,000 Sq Ft

Visual and Non-destructive Roof Condition Evaluations

- Mall of America, Minneapolis, MN - 700,000 Sq Ft
- QVC Distribution Center, Suffolk, VA - 1,002,400 Sq Ft
- City of Richmond (Multiple Buildings), Richmond, VA
- County of Henrico (Multiple Buildings), Henrico County, VA
- Henrico County Public Schools (Multiple Bldgs), Henrico County, VA
- Dept. of Corrections (Multiple Buildings), State of Virginia
- Dept. of Military Affairs (Multiple Buildings), State of Virginia
- Dept. of Mental Health (Multiple Buildings), State of Virginia
- Old Dominion University (Multiple Buildings), Norfolk, VA
- Virginia State University (Multiple Buildings), Petersburg, VA
- Kentucky Ford Truck Plant, Louisville, KY - 419,838 Sq Ft

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**Roof Consulting
Services, Inc.**

Inspection ** Testing ** Design



Years with RCS: 15

With Other Firms: 27

Education:

3 Yrs. - Marketing

Our Services:

Visual Roof Inspections
Infrared Moisture Surveys
Nuclear Moisture Surveys
Roof Repair Design
Roof Replacement Design
Project Management
Construction Administration
Quality Control Inspection
Roof Maintenance Programs
Roof Education
Roof Training Seminars
Warranty Claims Assistance
Forensic Investigation
Expert Witness

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Fax: 804-515-0890**

JAMES B. TALLEY

Vice President

Project Role: Project Manager, Designer, Specifier

Mr. Talley has over forty- two (42) years of experience in the roofing industry as a laborer, mechanic, estimator and consultant. His tenure within the construction side of the industry has allowed his performance to include roof moisture and condition evaluations, quality control inspector, specifications writer, to President of the corporation. He is in charge of quality control for all projects.

Mr. Talley has developed an extensive technical relationship with many roofing system manufacturers. He has provided a wide range of technical services for these clients inclusive of roof construction management, specification writing for specialty projects, provided database formatting for multiple facility owners and has been asked to represent these clients as an expert witness for litigation purposes.

Roof System Replacement Design Projects

- Science Museum of Virginia, Richmond, Va. – 42,500 Sq. Ft
- Mall of America, Minneapolis, MN – 7,000,000 + Sq. Ft.
- PS Business Parks – Northern Va. & Southern Md.- 650,000 Sq. Ft.
- Chesterfield County Airport – Chesterfield, Va. – 13, 500 Sq. Ft.
- Magnolia Grange, Chesterfield County, VA – 2,282 Sq. Ft.
- Louisa County Public Schools – Louisa, Va. – 3,600,000 Sq. Ft.
- NSGA – Sugar Grove, West Virginia – Multiple Buildings for Repair
- Department of Military Affairs – Fort Pickett, Va. – Multiple Buildings
- Suffolk County Public Schools – Suffolk, Va. – Multiple Buildings
- AT&T Headquarters – Reston, Va. – 87,500 Sq. Ft.
- Armstrong World Industries, Inc. – Lancaster, Pa – 2,500,000 Sq. Ft.
- Walt Disney World – Orlando, Fl. – Resort Hotels – Orlando, Fl.

Visual and Non-destructive Roof Condition Evaluations

- USCG Base, San Juan, PR – 15,141 Sq Ft
- MCAS, Cherry Point, NC (Multiple Buildings) – 648,073 Sq Ft
- MCRD, San Diego, CA (Multiple Buildings) – 1,238,896 Sq Ft
- Aviano Air Force Base, Aviano, Italy – 78,090 Sq Ft
- Department of Military Affairs (Multiple Buildings) – Fort Pickett, Va.
- PS Business Parks.– Northern Va. & Southern Md.-2,900,000 Sq. Ft.
- Department of Corrections – Richmond, Va. – Multiple Institutions
- Department of General Services (Multiple Buildings) – Richmond, VA
- Chesterfield County (Multiple Buildings), Chesterfield County, VA
- Kmart Distribution Facility, Berlin, NJ - 2,150,000 Sq Ft

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**Roof Consulting
Services, Inc.**

Inspection ** Testing ** Design



Years with RCS: 1

With Other Firms: 35

Education:

Averett University

Our Services:

Visual Roof Inspections
Infrared Moisture Surveys
Nuclear Moisture Surveys
Roof Repair Design
Roof Replacement Design
Project Management
Construction Administration
Quality Control Inspection
Roof Maintenance Programs
Roof Education
Roof Training Seminars
Warranty Claims Assistance
Forensic Investigation
Expert Witness

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KIMBERLY S. WEST

Corporate Secretary / Director of Human Resources

Ms. West has over thirty (30) years of experience in office administration as an assistant, data systems administrator, project manager, information systems administrator and human resources administrator. She has led a national workgroup for Department of Health and Human Services (DHHS) Centers for Medicare & Medicaid Services (CMS) to deploy a new review system which enabled the collection of quality care and case review information for the Medicare population.

Ms. West is responsible for the Human Resources and Accounts Payable/Receivable Departments for the company. She oversees the day-to-day operations of personnel and serves as a mediator between managers and staff. She also ensures all required documentation is filed and submitted appropriately. Ms. West is the point of contact for all vendor and/or customer relationships for Accounts Payable/Receivable. She has over fifteen (15) years of experience in the use of Accounting Software to include QuickBooks.

Ms. West comes to us with a Bachelor's of Business Administration (BBA) degree from Averett University. She has earned her Professional in Human Resources (PHR) certification from the Human Resources Institute (HRCI) and her Society of Human Resources (SHRM) Certified Professional (CP) certification from SHRM.

Relevant Experience

- Centers for Medicare & Medicaid Services (CMS) Software Reporting Design and Implementation
- Training and Presentation Seminars in Human Resources
- Virginia Health Quality Center (VHQC) Affirmative Action Plan Design and Implementation
- Equal Employment Opportunity (EEO) Experience
- Policies and Procedures Implementation
- Workers' Compensation Claims and Hearings
- Unemployment Filings and Hearings

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**Roof Consulting
Services, Inc.**

Inspection ** Testing ** Design



Years with RCS: 11

With Other Firms: 0

Education:

**ITT Institute
Associates Degree
Computer Drafting
& Design**

Our Services:

Visual Roof Inspections
Infrared Moisture Surveys
Nuclear Moisture Surveys
Roof Repair Design
Roof Replacement Design
Project Management
Construction Administration
Quality Control Inspection
Roof Maintenance Programs
Roof Education
Roof Training Seminars
Warranty Claims Assistance
Forensic Investigation
Expert Witness

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AARON BROOKS

Director of Project Designs

Project Role: Senior Project Manager, Senior Designer

Mr. Brooks has been very instrumental for RCS by developing an extensive library of dynamic AutoCAD blocks used to complete our AutoCAD roof survey drawings and roof system design drawings. His knowledge of AutoCAD based systems and multiple other software operations are invaluable in today's world of computerized drawing production.

Mr. Brooks has participated in special projects to include non-destructive roof moisture analyst, facility condition inspection, and AutoCAD operation for roof design drawings. He has performed field investigations for roof replacements designs and assisted with roof repair design projects as well as roof replacement designs.

Relevant Project Experience

- Henrico County Schools – Multiple Projects
- Spotsylvania County Schools – Multiple Facilities
- Newport News Public Schools – Multiple Facilities
- Gloucester County Schools – Multiple Facilities
- Virginia Department of Corrections – Multiple Facilities
- RPAI Properties – Multiple Facilities
- Kimco Realty – Multiple Facilities
- Brixmor Realty – Multiple Facilities
- Simon Properties – Multiple Facilities
- National Society Daughters of the American Revolution
- Virginia Department of Behavioral Health and Developmental Services
- Virginia Commonwealth University – Multiple Facilities
- W.P. Hickman – Norwood, MA
- City of Richmond – Multiple Facilities – Richmond, VA
- Verizon – Multiple Facilities – Virginia
- Verizon – Multiple Facilities – Maryland
- Community Group – Multiple Facilities – Richmond, VA
- AIMCO – Multiple Facilities – Multiple States
- Virginia Industries for the Blind – Richmond, VA
- A.J. Dwoskin – Multiple Facilities – Multiple States
- Fannie Mae – Multiple Facilities – VA
- Pratt & Whitney – Multiple Facilities
- Henrico County General Services – Multiple Projects
- Chesterfield County Department of General Services – Multiple Projects

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Roof Consulting Services, Inc.

Inspection ** Testing ** Design



Years with RCS: 15

With Other Firms: 11

Education:

2 Yrs. College

Our Services:

Visual Roof Inspections
Infrared Moisture Surveys
Nuclear Moisture Surveys
Roof Repair Design
Roof Replacement Design
Project Management
Construction Administration
Quality Control Inspection
Roof Maintenance Programs
Roof Education
Roof Training Seminars
Warranty Claims Assistance
Forensic Investigation
Expert Witness

**1660 Mountain Road
Glen Allen, VA 23060
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Fax: 804-515-0890**

BRIAN JONES

Senior Project Designer

Project Role: Project Manager

Mr. Jones has participated in all phases of steep and low slope roofing applications and evaluations. He has performed as a team leader of special projects to include non-destructive roof moisture analyst, facility condition inspector, quality control roof inspector and AutoCAD operator for roof system repairs and total roof replacement design projects. He has performed numerous non-destructive evaluations and Facility Condition Inspections for various Agencies within the Commonwealth of Virginia, the Federal Government and for the Private Sector. Mr. Jones has administered and been responsible for projects throughout the contiguous United States.

Mr. Jones is also responsible for overseeing all AutoCAD drafting being performed by other RCS cad personnel to ensure consistency and graphic standards are implemented.

We propose Mr. Jones as a Non-Destructive Technician, Infrared & Nuclear Back-Scatter, Project Manager, Roof Condition Inspector and as an AutoCAD Specialist for this project. His knowledge of various roof system types and roofing application requirements will prove beneficial for the overall quality of the project.

Relevant Project Experience

- Henrico County Public Schools – Multiple Projects
- Franklin County Schools – Multiple Projects
- College of William and Mary, Marshall Wythe Law Library
- Kimco Realty - Nationwide
- RPAI - Nationwide
- Inland America - Nationwide
- Virginia State Capitol Renovation Project
- Louisa County Schools, Louisa, VA – Multiple Facilities
- W.P. Hickman
- City of Richmond – Multiple Facilities
- City of Alexandria – Multiple Facilities
- ACS West, Inc – Multiple Facilities
- Associa Community Group, Inc – Statewide
- Louisa County Public Schools, 8 Facilities, Louisa, VA
- Icelandic USA Corporation, Cambridge, MD

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**Roof Consulting
Services, Inc.**

Inspection ** Testing ** Design



Years with RCS: 11

With Other Firms: 27

Education:

High School Graduate

Our Services:

Visual Roof Inspections
Infrared Moisture Surveys
Nuclear Moisture Surveys
Roof Repair Design
Roof Replacement Design
Project Management
Construction Administration
Quality Control Inspection
Roof Maintenance Programs
Roof Education
Roof Training Seminars
Warranty Claims Assistance
Forensic Investigation
Expert Witness

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Tel: 804-515-0885
Fax: 804-515-0890**

DALE MOORE

**Executive Vice President of Operations
Project Role: Senior Project Manager**

Mr. Moore joined our staff eleven years ago and has been one of our key personnel for performing roof condition evaluations, roof moisture surveys and field evaluations for project designs on high profile clients. Dale now serves as one of our Senior Project Managers. He has worked in the roofing industry as a project foreman or superintendent and in a consultant capacity in the roofing field for all of his adult life. He also performed as a Field Technician / Technical Representative for Carlisle Syntec Systems, Inc. for over 6 years of his career.

Mr. Moore has also worked as a mechanic, project foreman and general superintendent for several of the roofing contractors and construction firms in the Central Virginia. He has installed and inspected various types of roof systems on both low and steep slope applications including, asphalt shingles, standing seam tin, tile, slate, standing seam metal panel assemblies, asphalt BUR, coal tar BUR and single ply EPDM, PVC and TPO membranes. Mr. Moore's vast experience with roof system installations and manufacturer specifications and details has proven to be a valuable asset to our team. He is able to knowledgeably assess roofing installation problems and is proficient at documenting the issues with photographs and written correspondence.

Relevant Project Experience

- Kimco Realty – Multiple Centers, Nationwide & Puerto Rico
- Inland US Management – Multiple Centers, throughout the Eastern US
- Henrico County Public Schools – Multiple Buildings, Henrico, VA
- Hanover County Public Schools – Multiple Buildings, Hanover, VA
- Comcast Facilities – Throughout FL, VA, PA, & MA
- Verizon Facilities – Virginia and Maryland
- Yamato Office Center – Boca Raton, FL
- QVC Distribution Center – Suffolk, VA
- King George County High School – King George County, VA
- Degussa Goldschmidt Chemical Company – Hopewell, VA
- Dilweg Companies – Raleigh, NC
- Pentagon Federal Credit Union – Washington, DC
- Virginia Department of Corrections – Multiple Facilities - Statewide
- Virginia Commonwealth University – Multiple Buildings, Richmond, VA
- NAVCOM – Norfolk Naval Base, Norfolk, VA
- Virginia Commonwealth University – Multiple Buildings, Richmond, VA
- Virginia State University – Multiple Buildings, Petersburg, VA

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**Roof Consulting
Services, Inc.**

Inspection ** Testing ** Design



GRAHAM MARSTELLER

Director of Safety / Quality Control Supervisor

**Project Role: Field Technician, Project Inspector, Quality
Control Full Time Inspector**

Mr. Marsteller manages multiple accounts and provides condition assessments, asset management and design specifications as needed. He also provides investigation reports to include destructive and non-destructive field investigations, proprietary database management, and AutoCAD drawings. His roofing background includes on-site condition evaluations, quality control inspections and roof design projects. He has also contributed to various projects on a national and international basis.

Mr. Marsteller is a certified non-destructive technician for both infrared and nuclear back scatter as well as a quality control full-time roof inspector. He has knowledge of various roof system types and application requirements and has first-hand experience in the installation of many systems. Mr. Marsteller has performed numerous non-destructive roof moisture evaluations and visual roof condition evaluations. He has also performed investigations of as-build conditions for roof replacement design projects and has produced specifications and drawings.

Years with RCS: 11

With Other Firms: 2

Education:

University of Virginia

Our Services:

Visual Roof Inspections
Infrared Moisture Surveys
Nuclear Moisture Surveys
Roof Repair Design
Roof Replacement Design
Project Management
Construction Administration
Quality Control Inspection
Roof Maintenance Programs
Roof Education
Roof Training Seminars
Warranty Claims Assistance
Forensic Investigation
Expert Witness

Roof Quality Control Full-Time Inspection

- Loughridge & Company, LLC – Essex High School
- Department of Juvenile Justice – Virginia Statewide
- Virginia Department of Agriculture – Virginia Statewide
- Old Dominion University, Norfolk, Virginia
- Department of Corrections – Various Correctional Facilities
- Virginia Commonwealth University – University Learning Center
- Fannie Mae - Washington, DC
- DMHMRSAS - VCBR, Burkeville, Virginia
- Ft. Lee – LOGU Facility, Colonial Heights, VA
- County of Henrico – Virginia – Multiple Facilities
- Northern Virginia Mental Health Institute
- Fountain Lakes Condominiums – Multiple Facilities
- The College of William and Mary – Williamsburg, Virginia
- Department of Motor Vehicles – Richmond, Virginia
- Frederick County Schools – Frederick, MD

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Tel: 804-515-0885
Fax: 804-515-0890**

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**Roof Consulting
Services, Inc.**

Inspection ** Testing ** Design



Years with RCS: 3

With Other Firms: 26

Education:

**Richmond Adult
Technical Center**

Our Services:

Visual Roof Inspections
Infrared Moisture Surveys
Nuclear Moisture Surveys
Roof Repair Design
Roof Replacement Design
Project Management
Construction Administration
Quality Control Inspection
Roof Maintenance Programs
Roof Education
Roof Training Seminars
Warranty Claims Assistance
Forensic Investigation
Expert Witness

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Fax: 804-515-0890**

CHRIS RAINEY

Field Technician, Project Inspector

**Project Role: Senior Field Technician, Quality Control
Inspector**

Mr. Rainey has been working in the roofing business for twenty-nine years and has worked for a number of the roofing contractors in the state of Virginia. Mr. Rainey has worked as a laborer installing shingles, metal and slate steep slope roofing systems as well as low slope built-up and various single ply membrane roofing systems, and he also served as a Superintendent for many years.

Mr. Rainey has performed infrared and nuclear roof moisture surveys, visual condition evaluations, assisted with field evaluations for roof replacement design and provided quality control inspection services for numerous projects.

We propose Mr. Rainey as a qualified roofing specialist that can perform as a full-time quality control inspector for this project. His knowledge of the numerous roof systems and application requirements will prove beneficial for the overall quality of the project.

Relevant Project Experience

- Virginia Department of Corrections, Various Locations
- Post Oak Middle School, Spotsylvania Public Schools, VA
- Kenwood Management, Rockville, MD
- William & Mary College - Multiple Bldgs., Williamsburg, VA
- World Kitchen Distribution Center, Greencastle, PA
- Chesapeake Public Schools, Chesapeake, VA
- Kimco Realty - Multiple Centers, Continental US
- Inland US Management - Multiple Centers - Continental US
- Vornado Realty - Multiple Buildings, Continental US
- QVC Distribution Center, Suffolk, VA
- BJ's Wholesale Warehouses - Multiple Centers, Continental US
- Mount Ararat Baptist Church, Stafford, VA
- RPAI Holdco Management - Multiple Centers, Continental US
- Fannie Mae, Washington, DC

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**Roof Consulting
Services, Inc.**

Inspection ** Testing ** Design



Years with RCS: 16

With Other Firms: 11

Education:

High School Graduate

Our Services:

Visual Roof Inspections
Infrared Moisture Surveys
Nuclear Moisture Surveys
Roof Repair Design
Roof Replacement Design
Project Management
Construction Administration
Quality Control Inspection
Roof Maintenance Programs
Roof Education
Roof Training Seminars
Warranty Claims Assistance
Forensic Investigation
Expert Witness

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JORGE VIRGIN

Senior Vice President of Field Personnel

**Project Role: Senior Project Inspector, Moisture Survey
Technician**

Mr. Virgin started his roofing experience as a laborer and since then has been promoted to Non-Destructive Technician, Quality Control Inspector, Team Leader and to his current position as Senior Project Inspector.

Mr. Virgin has contributed to various projects on a local and national basis. He has traveled throughout the continental United States as a team leader performing inspections for various roofing manufacturers including Johns Manville, Versico, Inc. and Allied Signal, Inc. (Honeywell) as well as numerous private clients. He has also completed visual inspections on numerous local government and state owned buildings including, numerous county school system and Virginia Department of Corrections.

Jorge's knowledge of various roof systems and roofing application methods will prove beneficial for the overall quality of any project he works on. He has performed numerous non-destructive evaluations at various locations for many state agencies in the Commonwealth of Virginia.

Relevant Project Experience

- Inland Group – Multiple Facilities, Eastern United States
- Kimco Realty – Multiple Facilities, Continental United States
- QVC – Suffolk, Virginia
- A. J. Dwoskin & associates, Inc. – Multiple Shopping Centers
- Macsteel Service Centers USA – Bensalem, Pennsylvania
- Konover Property Trust, Inc. – Multiple Facilities
- Tsintlas Realty, Washington, DC
- Virginia Department of Corrections – Multiple Facilities
- Phillips and Fleckenstein, Palm Bay, FL
- County of Henrico Virginia – Multiple Facilities
- Albemarle County Schools, Charlottesville, Virginia
- Bowie State University, Bowie, Maryland
- DGS, State Capitol, Richmond, Virginia
- Norfolk State University, Norfolk, Virginia
- City of Richmond, Va. – Multiple Facilities
- Inland Group – Multiple Facilities, FL, GA, TN, PA, MA
- Macsteel Service Centers USA - Bensalem, Pennsylvania
- Norfolk State University – Multiple Facilities
- Virginia Department of Corrections – Multiple Facilities
- Comcast – Multiple Facilities, FL, NC, VA, PA
- Verizon Facilities – Multiple Facilities, VA, MD

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**Roof Consulting
Services, Inc.**

Inspection ** Testing ** Design



Years with RCS: 15

With Other Firms: 32

Education:

**High School Graduate
U.S. Navy
Electronics Technician**

Our Services:

Visual Roof Inspections
Infrared Moisture Surveys
Nuclear Moisture Surveys
Roof Repair Design
Roof Replacement Design
Project Management
Construction Administration
Quality Control Inspection
Roof Maintenance Programs
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Forensic Investigation
Expert Witness

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Glen Allen, VA 23060
Tel: 804-515-0885
Fax: 804-515-0890**

DAVID TOMLIN, RRO

Registered Roof Observer

**Project Role: Senior Field Technician, Quality Control
Inspector**

Mr. Tomlin started working in the roofing business at age 14 and has worked for a number of the roofing contractors in the geographic area of Richmond VA. Mr. Tomlin has worked as a laborer installing shingles, metal and slate steep slope roofing systems as well as low slope built-up and various single ply membrane roofing systems.

Mr. Tomlin previously worked with the majority of the long term staff at RCS (1988-1996) as a quality control project inspector and field technician. While employed with RCVA, Mr. Tomlin traveled throughout the continental United States performing warranty claim investigations and final / 2 year manufacturer guarantee inspections.

Roof Quality Control Full-Time Inspection

- HCPS, Glen Allen High School, Henrico, VA
- Armstrong World Industries, Various United States Locations
- Naval Air Station, Pensacola, FL
- Finance Building, Richmond, VA
- Embassy Suites Resort, Orlando, FL
- Virginia Department of Transportation - Various locations
- Virginia Department of Corrections - Various locations
- Virginia DMHMRSAS - Various locations
- VA Department of General Services - Various locations
- Naval Intelligence Center No. 1, Suitland, Maryland
- U.S. Census Bureau, Suitland, Maryland
- Washington Navy Yard Annex, Washington, DC
- Marine Corps Base, Quantico, Virginia
- Naval Facilities Engineering Command, Quantico, Virginia
- A.J. Dowskin, Multiple Facilities, Northern VA
- HO Penn Machinery, 4 Facilities, NY & CT
- Steve & Barry's Facilities - Multiple States
- Macsteel Facilities - OH, NY, PA, MO & IN
- Workers Compensation Building, Richmond, VA
- Norfolk Naval Shipyard, Norfolk, Virginia
- County of Chesterfield - Various locations
- County of Henrico - Various locations
- Kimco Realty - Multiple Centers, Continental US
- Inland US Management - Multiple Centers - Continental US

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JONATHAN GRANT

Vice President of Operations

**Project Role: Report Writer, Project Inspector, Moisture
Survey Technician**

Mr. Grant joined RCS in 2003. He graduated high school in 2002 and worked for a short time in the restaurant business. He has worked with RCS for over thirteen years and has assisted with several projects including infrared roof moisture surveys, nuclear roof moisture surveys, visual condition evaluations and field evaluations for roof replacement design projects.

Mr. Grant is a non-destructive technician for both infrared & nuclear back scatter and as a quality control full time roof inspector. His knowledge of various roof system types and application requirements will prove beneficial for the quality of the project. He has performed numerous non-destructive roof moisture evaluations and visual roof condition evaluations. He has also assisted with several investigations of as-built conditions for roof replacement design projects.

Relevant Project Experience

- Fannie Mae, Washington, DC
- Kimco Realty - Nationwide
- RPAI - Nationwide
- Inland America - Nationwide
- CORT Business Services – TX, MN, OH, OK, LA, TN, GA, FL
- Kempsville Church of Christ, Newport News, VA
- PCC Building, Schenectady, NY
- Cobb Lumber, Richmond, VA
- HO Penn Machinery, 4 Facilities, NY & CT
- Dupont Elementary School, Hopewell, VA
- East Towne Plaza, Richmond, VA
- Louisa County Public Schools, 8 Facilities, Louisa, VA
- Icelandic USA Corporation, Cambridge, MD
- Swarovski, Cranston, RI
- Henrico Theatre, Henrico County, VA
- Saint Pauls Catholic Church, Colonial Heights, VA

Our Services:

Visual Roof Inspections
Infrared Moisture Surveys
Nuclear Moisture Surveys
Roof Repair Design
Roof Replacement Design
Project Management
Construction Administration
Quality Control Inspection
Roof Maintenance Programs
Roof Education
Roof Training Seminars
Warranty Claims Assistance
Forensic Investigation
Expert Witness

**1660 Mountain Road
Glen Allen, VA 23060
Tel: 804-515-0885
Fax: 804-515-0890**

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WILLIAM "BILL" JONES

Quality Control Inspector / Report Writer

Project Role: Report Writer

Mr. Jones comes to us from a manufacturing / quality control work environment, having completed 37 years of work in this sector. During his previous employment, he served as Quality Control Department head and he was instrumental in the planning and successful implementation of the ISO 9000 quality management system. He has a well rounded knowledge of safety in the work environment, having served many years on a Plant Safety Committee.

Mr. Jones has recently participated in full-time Quality Control Roof Inspections for various roofing projects in the State of Virginia. He serves a role in generating client reports and in developing AutoCAD drawings. We propose Mr. Jones as a full-time quality control roof inspector / report writer for this project.

Years with RCS: 10

With Other Firms: 34

Education:

2 Yrs. College

Our Services:

Visual Roof Inspections
Infrared Moisture Surveys
Nuclear Moisture Surveys
Roof Repair Design
Roof Replacement Design
Project Management
Construction Administration
Quality Control Inspection
Roof Maintenance Programs
Roof Education
Roof Training Seminars
Warranty Claims Assistance
Forensic Investigation
Expert Witness

**1660 Mountain Road
Glen Allen, VA 23060
Tel: 804-515-0885
Fax: 804-515-0890**

Relevant Project Experience

- College of William and Mary, Marshall Wythe Law Library
- Kimco Realty - Nationwide
- RPAI - Nationwide
- Inland America - Nationwide
- Virginia State Capitol Renovation Project
- Louisa County Schools, Louisa, VA – Multiple Facilities
- W.P. Hickman
- City of Richmond – Multiple Facilities
- City of Alexandria – Multiple Facilities
- ACS West, Inc – Multiple Facilities
- Associa Community Group, Inc – Statewide
- Louisa County Public Schools, 8 Facilities, Louisa, VA
- Icelandic USA Corporation, Cambridge, MD
- Swarovski, Cranston, RI
- Henrico Theatre, Henrico County, VA
- Saint Pauls Catholic Church, Colonial Heights, VA

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2041 S. Baker Ave.
Ontario, CA 91761
951-930-9338

Email: robinsonroofing@yahoo.com

CA STATE LICENSE #690551-C39/B

**Barry J. Nidorf Juvenile Hall
16350 Filbert Street
Sylmar, CA 91342**



Barry J. Nidorf Juvenile Hall located at 16350 Filbert St., Sylmar, CA 91342. Robinson Roofing was contracted to tear off the existing 4-ply built up roof system and install a new Johns Manville 3-ply APP Torch system. System included a fully adhered 2" Johns Manville duraboard in low rise foam adhesive, 3 layers APP torch(2 smooth and one granular) and APOC white elastomeric coating. Approximately 4,000 squares.

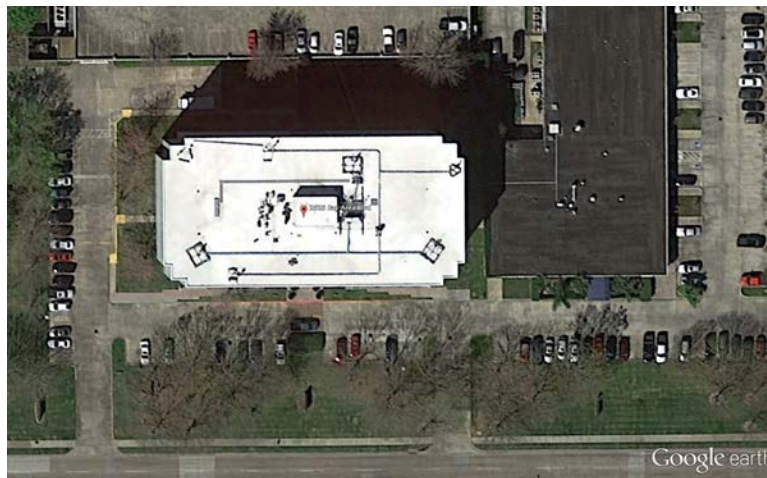


2041 S. Baker Ave.
Ontario, CA 91761
951-930-9338

Email: robinsonroofing@yahoo.com

CA STATE LICENSE #690551-C39/B

**2525 Bay Area Boulevard
Houston, Texas**



2525 Bay Area Boulevard in Houston, Texas. Robinson Roofing was contracted to remove the existing ballast roof. Mechanically attach a new ½" coverboard over the existing cap sheet and fully adhere new 60 Mil TPO for a 20 year warranty.



2041 S. Baker Ave.
Ontario, CA 91761
951-930-9338

Email: robinsonroofing@yahoo.com

CA STATE LICENSE #690551-C39/B

**6000 Uptown Boulevard, NE.
Albuquerque, Mexico**



6000 Uptown Boulevard, NE., Albuquerque, Mexico. Robinson Roofing was contracted to remove the existing EPDM roof and replace with a new 60 Mil TPO roof. Robinson Roofing cut the existing EPDM roof and rolled it up so it could be recycled. Robinson Roofing installed new fully adhered a ½" coverboard and 60 Mil TPO.



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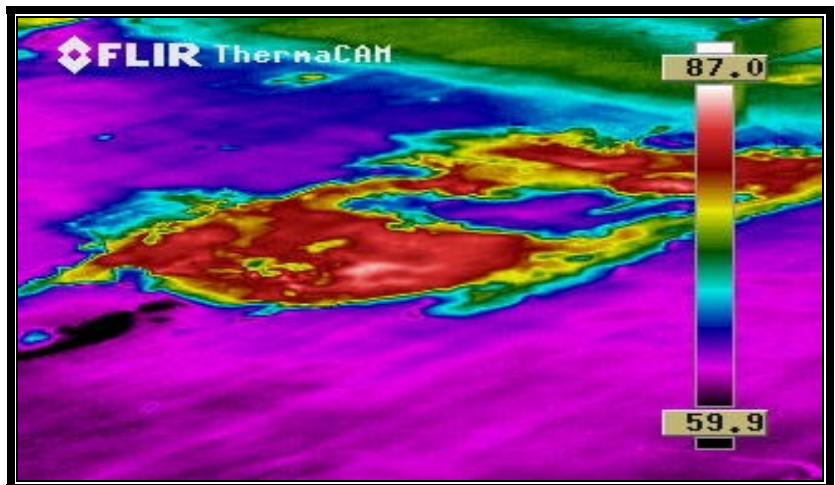
NORTH KINGSTOWN SCHOOL DEPARTMENT FACILITY-WIDE ROOF SURVEYS

North Kingstown, Rhode Island

Contact: Mr. Stephen Tremblay (401) 268-6425

In 2013, RCS was selected to perform facility wide roof condition assessments for the North Kingstown School Department. This included seven schools and three support buildings which totalled more than 413,000 square feet of roof area. These condition assessments included comprehensive visual condition inspections and infrared moisture surveys. The existing roof systems included steep slope metal roofing, asphalt shingle roofing, and low slope EPDM, PVC and TPO single ply membranes.

All of the surveys were uploaded to our Roof System Data Management / roof budgets website inclusive of complete PDF reports and costs estimates for both roof system repairs and roof replacement budgets. This site allowed NKSD to review their reports and get estimated project cost reporting on a day to day basis and start implementing immediate roof system repairs as well as budgeting large scale maintenance repairs and roof system replacements as the projects were completed.





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KIMCO REALTY – MULTIPLE FACILITIES

**4425 Randolph Road, Suite 204
Charlotte, NC 28211**

Contact: Mr. Chris Freeman, (704) 362-6105



In February of 2009, RCS was contracted by Kimco Realty to perform roof condition evaluations and infrared moisture surveys on over one hundred (100) retail shopping center facilities (approximately 15,000,000 square feet) which were located throughout the Southeastern United States. We completed these initial inspections within eight (8) months with five 2 man crews and associated office personnel. The field crews traveled between projects within a geographic location to perform the required field investigation then sent project documentation to our office for development of detailed database reports and AutoCAD roof plan drawings.



Since the initial facilities were inspected in 2009, RCS has completed comprehensive roof inspections on 846 shopping centers encompassing in excess of 111,000,000 square feet of roof area throughout the continental United States and we have since started a re-inspection program so all roof systems are inspected once every four (4) years.



In addition to providing the above referenced roof inspection services, RCS has also provided bid documents for over 500 roof replacement projects encompassing over 14,370,000 square feet of roof system replacement. For each project, we prepared a detailed written scope of work along with a bid form and a roof plan drawing. These documents were then distributed to the selected contractors for bidding purposes.

We feel confident that we will continue to have a long term working relationship with Kimco Realty because of Quality of Service and Accuracy of Information that we provide.



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**COUNTY OF HENRICO
WESTERN GOVERNMENT CENTER
ADMINISTRATION, GENERAL DISTRICT COURTS
& REGIONAL JAIL BUILDING**

4301 E. Parham Rd., Henrico, VA 23228

Contact: Mr. Ed Bass, Senior Project Manager (804)501-7349

RCS has worked with Henrico County on numerous roofing projects for their West End Government Complex. RCS has provided condition surveys, roof replacement designs, skylight replacements, construction administration, and full-time quality control inspection. Working with high security as well as working over County Administration, Courtrooms, and Judge's Chambers were all part of the logistics of the replacement projects. RCS worked with Henrico County to establish the appropriate work times as well as appropriate staging, in addition to the actual roof replacement designs for each project.





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CITY OF WINSTON-SALEM, NC LAWRENCE JOEL VETERANS MEMORIAL COLISEUM

Contact: Mr. Ryan Newcomb, (704) 748-3891

In 2008, RCS completed a roof replacement design on the Lawrence Joel Veterans Memorial Coliseum, home of the Wake Forest Demon Deacons. The actual roof replacement and construction administration was completed at the end of 2008.



The project consisted of approximately 125,154 square feet of roof replacement over the entire coliseum. The existing roof system, prior to the roof replacement, utilized a roof insulation called phenolic foam. This material had a manufacturer's defect which resulted in premature rusting of the structural metal deck. Therefore, this roof replacement project included total metal deck remediation in the form of cleaning and painting and/or overlay of the existing deck or total replacement.



The new roof system selected and designed for this project was a white, 60 mil PVC single ply membrane system installed over a double layer of high thermal roof insulation mechanically fastened to the metal decking. The project came in under budget and ahead of its schedule for completion.





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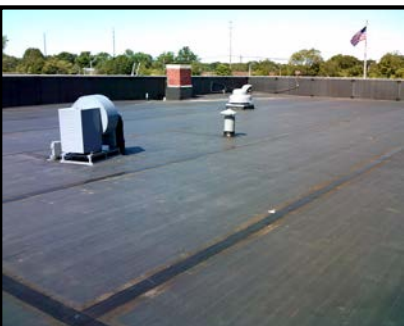
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NATIONAL GRID MULTIPLE PROJECTS

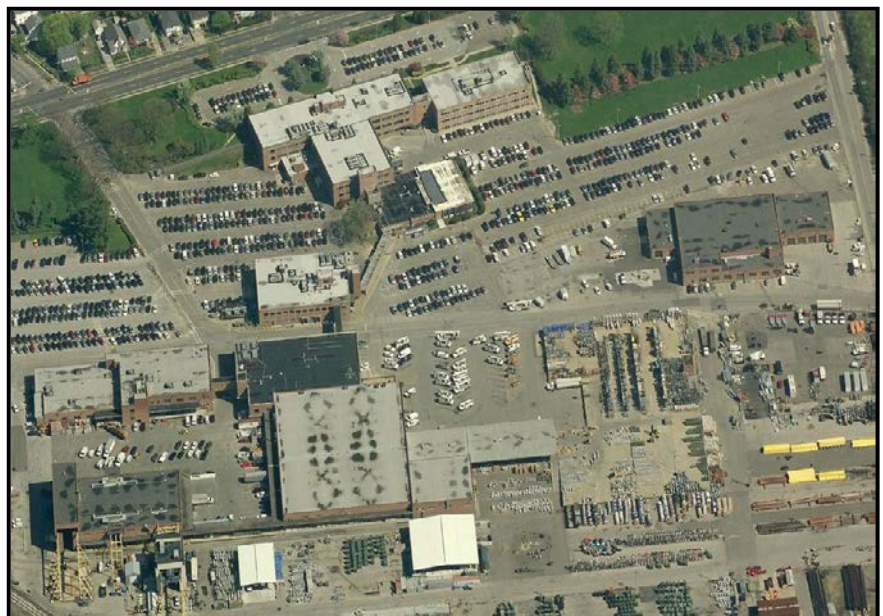
**40 Sylvan Road
Waltham, MA**

Contact: Mrs. Ann Blodget-Savageau (781) 907-1739



In May, 2014, RCS was awarded a Master Services Contract to assist National Grid with roof asset management services and project designs at facilities located in New York, Rhode Island, Massachusetts, and the greater Northeast. To date we have inspected and maintain a database for approximately 2.25 million square feet of roof area and we have provided design documents and construction administration for 47 facilities totaling over 1.22 million square feet of roof area replacement. We completed each of the design projects in less than 45 days and the Owner was able to receive compatible bids from the local contractors in the geographic area and complete the projects within each fiscal year.

We continue to provide roof replacement design and other services for numerous sites within the National Grid facilities division in the northeast as well as the substation division in Massachusetts. RCS is continually performing infrared moisture surveys, visual condition surveys, roof replacement designs and roof repair scopes of work, on the entire National Grid portfolio and has provided bid documents for roof system replacement and repair work in excess of 10-million dollars of construction work to date. We are also providing a four-year plan for replacement of the remaining roof systems for this client.





**Roof Consulting
Services, Inc.**

Inspection ** Testing ** Design



BUTTERFIELD TRAIL APARTMENTS

**Roof Replacement Design Services and
Construction Administration Assistance
10330 Gateway North, El Paso, TX 79924**

Contact: Mr. Grant Ring – (831) 461-1250

In 2009, RCS completed a partial roof replacement design for thirteen of the twenty-four buildings in the Butterfield Trail Apartments in El Paso, Texas. The actual roof replacement and construction administration was completed at the end of 2010.



The project consisted of approximately 29,540 square feet of low slope membrane roof replacement and approximately 32,180 square feet of steep slope shingle roof replacement. The project also involved the replacement of deteriorated wood decking over a significant portion of the buildings.



The new roof systems selected and designed for this project included 30-year dimensional asphalt shingles for the steep areas and a fully adhered white thermoplastic single ply membrane. The project also included adding slope for positive drainage to the low slope roof areas, roof drain modifications, and cladding the exterior wood trims on the buildings with metal to reduce overall building maintenance for the Owner. RCS also assisted the Owner with selection of the contractors to be included in the Bidding.





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Inspection ** Testing ** Design



**PRATT & WHITNEY
MULTIPLE PROJECTS**

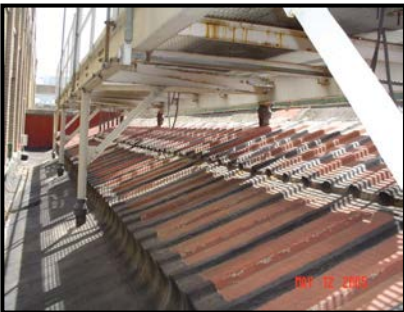
400 East Main Street
East Hartford, CT

Contact: Mr. David Pariseault (860) 565-4256

In July, 2005, RCS was requested by Johns Manville Corporation to assist them with several project designs at the Pratt & Whitney facility located in East Hartford, Connecticut. The projects included over 575,000 square feet of roof area replacement. We completed the designs in less than 45 days and the Owner was able to receive compatible bids from the local contractors in the geographic area and complete the projects in the fall of that year.

We have continued to provide roof replacement design and other services for numerous projects at the Pratt & Whitney East Hartford facility as well as a 700,000 sq.ft. facility located in Columbus, GA. RCS performed an infrared moisture scan on the entire facility and provided roof repair bid documents for over \$500,000 worth of repair work to extend the service life of the original 28-year old built-up roof system. We also provided a four-year plan for replacement of the remaining roof systems on the facility.

In all, we have provided design services for over \$25,000,000 worth of roofing projects and performed non-destructive and visual inspection services on over 1,000,000 sq.ft. of roof area.





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RPAI HOLDCO MANAGEMENT

**2901 Butterfield Road
Oak Brook, IL 60523**

Contact: Mr. Randy Barber, (678) 996-2130

In March of 2006, RCS was contracted by Inland Group, now RPAI Holdco Management, to perform roof condition evaluations on 72 retail shopping center facilities (approximately 6,750,000 square feet) located throughout the Northeastern United States. All roof inspections were completed in less than 120 days. We used three crews that traveled between projects within a geographic location to perform all of the required field investigation. The crew leaders sent their complete written field reports, drawings and digital images on disk to our office for development of the detailed database reports with AutoCAD roof plans.

Since completion of the initial visual evaluations in 2006, we have also provided roof replacement design / construction administration services on numerous projects. We have also performed over 82 additional visual roof inspections and/or infrared roof moisture surveys. We strive to provide a quality of service and accuracy of information that will promote a long term working relationship.



Alabama	437,537 Sq Ft
Connecticut	557,790 Sq Ft
Florida	1,720,166 Sq Ft
Georgia	2,398,533 Sq Ft
Massachusetts	1,494,210 Sq Ft
Maryland	7,237,331 Sq Ft
Maine	650,531 Sq Ft
New Hampshire	186,611 Sq Ft
New Jersey	841,265 Sq Ft
New York	3,018,092 Sq Ft
North Carolina	1,102,357 Sq Ft
South Carolina	1,239,005 Sq Ft
Tennessee	1,828,264 Sq Ft
Texas	241,266 Sq Ft
Pennsylvania	2,524,956 Sq Ft
Rhode Island	1,022,707 Sq Ft
Virginia	1,101,178 Sq Ft
Vermont	415,269 Sq Ft
Total	28,017,068 Sq Ft



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NAVFACENGCOM - LANTDIV

**Various Military Bases Worldwide
Services Provided Since 1992**

Contact: Mr. Chuck Abell (757) 322-4644

RCS's Personnel has performed comprehensive visual roof condition evaluations and non-destructive roof moisture surveys on numerous Department of the Navy Facilities both in the continental United States and Worldwide.

In a Joint Venture with John B. Maddux, we provided Indefinite Quantity Contract Services for Specialized Roof Inspections and Analysis, U.S. Navy Installations Worldwide – We conducted both visual and non-destructive roof evaluations of Naval shore facilities throughout the United States, Europe, United Kingdom, Iceland, and the Carribean. We have also participated with other firms conducting numerous multi-facility condition assessments and identification of maintenance and repair deficiencies.

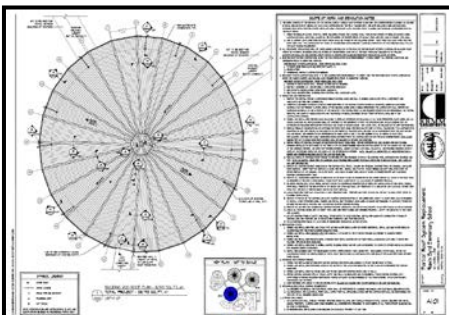
It is estimated that we have inspected more than eighty million (80,000,000) square feet of roof area on over ten thousand (10,000) buildings that included development of cost estimates and long-term plans for repair and/or replacement.

Whether your projects are located in the United States or other locations throughout the World, we are prepared and willing to assist you with a “PROACTIVE” Total Roof Management Program developed and designed to extend the service life of your roof systems and reduce the long term costs for roof system repairs and life cycle roof system replacement.



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Inspection ** Testing ** Design



Rawls Byrd Elementary School
Williamsburg, Virginia
Williamsburg - James City County Public Schools
101-D Mounts Bay Road
Williamsburg, VA 23187-8783
Contact: Mr. John Maddux (757) 622-2828

In December of 2009, RCS provided assistance to RRMM Architects for the roof replacement design of a portion of the Rawls Byrd Elementary School for the Williamsburg – James City County Public School system. RCS completed verification of the existing as-built conditions and the contract drawings were developed within four (4) weeks so that the Owner could advertise the projects in February of 2010 and a contract could be awarded prior to the release of school.

The Rawls Byrd project included three buildings which totaled 33,793 square feet in size. The existing buildings are round structures with conical shaped roofs which were covered with asphalt composition shingles. The standing seam metal roof replacement system was designed to include new underlayments, attic insulation and a twenty year, watertight guarantee. The project was bid and completed before school resumed to ensure there was not any interruption in operations.



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	Kimco Realty
Contact Individual & Title	Donna Siebert, Property Manager
E-mail/Telephone number	dsiebert@kimcorealty.com / 760-505-9111
Date of Project & Description of services provided including contract amount	Current - complete re-roof and sheet metal using 1/4" coverboard - TPO membrane. \$100,000
Customer Agency Name	Rexco Development
Contact Individual & Title	Pat Tritz, Owner
E-mail/Telephone number	Pat@rexcodev.com / 851-898-1502
Date of Project & Description of services provided including contract amount	3/25/17 - Preformed a complete roof maintenance along with removing all abandoned penetrations to ensure roof was watertight for tenants. \$55,000
Customer Agency Name	Strata Realty
Contact Individual & Title	Tim Hawke, Owner
E-mail/Telephone number	thawke@stratarealty.com / 951-280-1733
Date of Project & Description of services provided including contract amount	2/12/17 - Complete roof recovery with Johns Manville 60 mil TPO over existing 4-ply built-up roof. Roof included all new sheet metal coping. \$480,000
Customer Agency Name	Har-Bro, Inc.
Contact Individual & Title	Brian Edwards, Sr. Project Manager
E-mail/Telephone number	brian.edwards@harbro.com / 562-652-1651
Date of Project & Description of services provided including contract amount	Current - complete re-roof using boral tile and Johns Manville TPO and sheet metal. \$210,000
Customer Agency Name	BSM Contractors
Contact Individual & Title	Don DeBeaumont, VP of Construction
E-mail/Telephone number	Ddebeaumont@bsmconst.com / 925-849-9008
Date of Project & Description of services provided including contract amount	Current - complete re-roof and sheet metal using Johns Manville fleeceback TPO. \$200,000

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	Kimco Realty Corporation
Contact Individual & Title	Steve Naval, Regional Director Property Management
E-mail/Telephone number	snaval@kimcorealty.com / (760) 598-2063
Date of Project & Description of services provided including contract amount	RCS has been completing roof condition evaluations and managing Kimco Realty's roof replacement projects on a national basis since 2009. We have inspected over 110 million square feet of roof area and have managed in excess of 14 million square feet of roof system replacements on over 500 projects throughout the United States.
Customer Agency Name	Brixmor Realty
Contact Individual & Title	Haig Buchakjian
E-mail/Telephone number	haig.buchakjian@brixmor.com / (646) 344-8645
Date of Project & Description of services provided including contract amount	RCS started completing roof condition evaluations for Brixmor Realty in January 2014 and managing Brixmor's roof replacement projects on a national basis in January of 2017. We have inspected 468 projects in excess of 80 million square feet of roof area and we are involved in over 70 roof replacement projects to be completed this year incorporating more the 3.6 million square feet of roof area.
Customer Agency Name	National Grid - US Property Services
Contact Individual & Title	Ann Blodgett-Savageau
E-mail/Telephone number	ann.savageau@nationalgrid.com / (781) 907-1739
Date of Project & Description of services provided including contract amount	In 2013, RCS started completing roof condition evaluations for National Grid throughout the Northeastern USA. We have inspected 185 buildings in excess of 3.4 million square feet of roof area and we have provided full blown roof replacement design services on over 50 roof replacement projects incorporating more 1.4 million square feet of roof area.
Customer Agency Name	BH Management
Contact Individual & Title	Doris Tiller
E-mail/Telephone number	dtiller@bhmanagement.com / (214) 647-9137
Date of Project & Description of services provided including contract amount	In 2014, RCS started completing due diligence roof condition inspections for BH Managements. Since the initial inspection, we have completed 70 full facility roof condition evaluations incorporating in excess of 7.8 million square feet of roof area on both low and steep slope roof systems.
Customer Agency Name	RPAI HOLDCO Management LLC
Contact Individual & Title	Ray Berrera
E-mail/Telephone number	barrera@inlandgroup.com / (630) 368-2339
Date of Project & Description of services provided including contract amount	RCS has provided roof consulting services for RPAI since 2004. We have completed 587 roof condition evaluations incorporating in excess of 59 million square feet of roof area on both low and steep slope roof systems. We have also prepared bid documents for numerous roof system replacement projects that have included both single ply recovery and total removal and replacement with tapered insulation and drainage enhancements to meet local building codes.

APPENDIX C – PROPOSAL QUESTIONNAIRE

Please see the below response to the Proposal Questionnaire submitted by Robinson Roofing and Roof Consulting Services, Inc

- 1. Provide information that demonstrates the competence of your business to provide the roofing repair and maintenance services as documented in the RFP. Include any manufacturer certifications.**

Robinson Roofing has been servicing Southern California's roofing needs for twenty-three (23) years. During those twenty-three (23) years we have installed and maintained all types of roofs. Robinson Roofing runs at least two (2) full time roofing crews (ten (10) persons per crew) and one (1) full time repair and maintenance crew. Our maintenance crew is on call twenty-four (24) hours a day seven (7) days a week for all emergency calls. We are an approved applicator for GAF, Firestone, Johns Manville (Pinnacle Council® Contractors status 1 of 65 in the United States), Carlisle, Malarkey, APOC, ICO and other industry leading companies.

- 2. Fire Stations and Headquarters operate as residences and commercial buildings. Describe your experience in providing services to a combination residential and commercial setting.**

Robinson Roofing services both residential and commercial clients so we understand the importance of communication and committing to schedules. All Robinson Roofing employees are continually trained on all parts of roofing including but not limited to safety, application, and client awareness. Robinson Roofing employees are trained to always make contact with the client and addressing any questions or concerns before any roof work is started.

- 3. Provide information regarding your service area and describe any travel charges based on station locations as provided in Attachment A.**

Robinson Roofing primarily concentrates our services in Southern California, from the Mexican border to Bakersfield; however, we have traveled as far North as Washington State and East to Texas. All Orange County Fire Stations and Headquarters will be within our standard travel area. Any travel charges shall be based on the Minimum Call Out Charge and Trip Charge rates provided within Attachment B - Pricing Sheet.

- 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.**

Robinson Roofing uses a proprietary computer software program that allows us to track all service calls from the original call to the payment. Our service calls are entered into our software and the contact person will be emailed with the estimated time of arrival. Robinson Roofing takes great care in servicing our client's needs so all service calls are scheduled for completion within seventy-two (72) hours from the original contact. The contact person will also be emailed when the crew is in route, work is in progress, and completed. Before and after pictures are taken and included with all invoices along with an approximant location of the repair area.

- 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.**

As mentioned in the previous answer, Robinson Roofing uses a computer software program to help track our service calls. This software also allows the Operations and Project Managers to view pictures and videos of the repairs before the crew has left the property. Our managers must approve the report and work before the crew can close out the service ticket and move to the next. This service has helped to improve all our service calls by ensuring the quality of the work is to the standard that our clients have come to expect from Robinson Roofing.

- 6. Please describe the services included with regularly scheduled roofing inspection and maintenance.**

The same software as mentioned in the previous two answers is also used to conduct roof inspections. Once our Project Managers have completed the inspection a report is generated. This report includes the pictures from the inspection with a brief description of the deficiency and a corrective action (how we plan to fix the deficiency). The report is then sent to the client and the client has the opportunity to fix all deficiencies or pick what deficiency they want to be completed and what they want to hold off on. The client will send back the signed proposal and inspection report and the crews will have the inspection report with them as reference to what the client wants repaired.

- 7. Please describe your warranty terms for repair, parts, and service. Include your process for resolution in the case that any deficiencies are identified.**

Warranties on repairs vary depending on the quality of the existing roof. If the roof is past its service life, warranties are offered only on the workmanship of our repair. If the roof is in good condition, Robinson Roofing will provide a one-year warranty on all material and labor used to repair the deficiency. Please see answer #6 for the answer to the second part of this answer.

- 8. Please provide information on the number of personnel available to provide requested services.**

Robinson Roofing has a full-time crew of three (3) for regular service and maintenance calls during all seasons except for the rainy season. During the rainy season, all Robinson Roofing employees are on call for service calls. If the regular repair and maintenance crew gets backed up where they can't complete all repairs within 72 hours more trucks are dispatched for service work.

- 9. Please provide sample single site and multiple site reports on roof condition based on regular inspections.**

Please see the attached sample roof inspection database reports prepared and provided by Roof Consulting Services, Inc. This is the exact same format and quality of report that RCS will provide for all buildings that are inspected for OCFA during the contract term. In addition to PDF reports that will be provided, RCS also has an on-line reporting system with client user name / password logon so you will be able to easily view, print and download all completed reports and also query / filter cost data by logging onto <https://roofbudgets.roofconsultingservices.com/Login.aspx> as well as view, print and save various bar graph and pie chart reports pertaining to cost data for all buildings inspected. Please reference the sample on-line reporting image and sample graphs provided by RCS as enclosures to the RFP submittal.

- 10. Please provide the basis for future year contract fee adjustments should OCFA elect to exercise the contract extensions.**

Rates for Robinson Roofing and Roof Consulting Services shall be based on the prevailing wage rates as required. Since RCS will have already been on-site to these fire stations and administration building to complete the initial roof condition evaluations, the price for future inspections should decrease by approximately twenty percent (20%). All other hourly rates may be adjusted upon notice of contract renewal and shall be based on Consumer Price Index as issued by <https://www.bls.gov/cpi/>.

- 11. 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:**

Neither Robinson Roofing nor Roof Consulting Services, Inc require any exceptions or deviations from the Request for Proposal or the sample maintenance services agreement to accept the contract.

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.

Refer to Attachment B to provide line item pricing. 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. These prices shall be used in ALL invoices. These prices shall include all mark ups and overhead.

Please complete this section by providing Attachment B and submit with your bid in a separate envelope or through the cost file in the online bidding system.

The OCFA reserves the right to request additional quotes and use alternate sources for completion of the work, to obtain competitive prices on any repair and replacement and to utilize information obtained under this contract relative to necessary materials and repairs as it deems appropriate.

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

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 RO2197 – Roofing Repair and Maintenance 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.

<u>Robinson Roofing</u>		
Name of Business		
<u>2041 South Baker Ave</u>		
Address		
<u>Ontario</u>	<u>CA</u>	<u>91761</u>
City	State	Zip
<u></u>	<u>4/20/2017</u>	
Signature of Person Authorized to Sign	Date	
<u>Raphael W. Robinson</u>	<u>Owner</u>	
Printed Name	Title	

APPENDIX E - CERTIFICATION OF PROPOSAL

In responding to **RFP RO2197 – Roofing Repair and Maintenance 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.

Roof Consulting Services, Inc.

Name of Business

1660 Mountain Road

Address

Glen Allen

VA

23060

City

State

Zip

Signature of Person Authorized to Sign

Date

April 26, 2017

William D. Sanders

CEO/President

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: Robinson RoofingParty's Address: 2041 S. Baker Avenue
Ontario, CA 91761Party's Telephone: 951-930-9338Solicitation Title and Number: RFP RO2197-Roofing Repair and Maintenance Services

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: April 26, 2017Raphael E. Robinson
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

Elizabeth Swift, Chairman

City of Buena Park

Dave Harrington, Director

City of Aliso Viejo

Joseph Muller, Director

City of Dana Point

Michele Steggell, Director

City of La Palma

Laurie Davies, Director

City of Laguna Niguel

Leah Basile, Director

City of Lake Forest

Gene Hernandez, Director

City of Yorba Linda

Carol Gamble, Director

City of Rancho Santa Margarita

Sergio Farias, Director

City of San Juan Capistrano

Ellery Deaton, Director

City of Seal Beach

Al Murray, Director

City of Tustin

Tri Ta, Director

City of Westminster

Todd Spitzer, Director

County of Orange

Ed Sachs, Vice Chairman

City of Mission Viejo

Rob Johnson, Director

City of Cypress

Melissa Fox, Director

City of Irvine

Don Sedgwick, Director

City of Laguna Hills

Noel Hatch, Director

City of Laguna Woods

Shelley Hasselbrink, Director

City of Los Alamitos

Craig Green, Director

City of Placentia

Tim Brown, Director

City of San Clemente

Vicente Sarmiento, Director

City of Santa Ana

David John Shawver, Director

City of Stanton

Bill Nelson, Director

City of Villa Park

Lisa Bartlett, Director

County of Orange

**ORANGE COUNTY FIRE AUTHORITY
PARTY DISCLOSURE FORM**Party's Name: Roof Consulting Services, Inc.Party's Address: 1660 Mountain RoadParty's Telephone: 804-515-0885Solicitation Title and Number: **RO2197 - Consulting Services for Roof Repair and Maint Services**

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: April 26, 2017Signature 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): _____

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. 690551 Class c-39/B Expiration _____

Department of Industrial Relations (DIR) # 1000034522

Name of Individual Contractor Robinson Roofing

Signature of Owner Raphael H. Robinson

Business Address 2041 South Baker Ave. Ontario, CA 91761

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 Robinson Roofing

Business Address 2041 South Baker Ave. Ontario, CA 91761

Corporation organized under the laws of the State of California

Raphael H. Robinson Signature of the Corporation President

Zoe Robinson Signature of the Corporation Secretary

Date 4/20/2017

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>Roof Consulting Services, Inc.</u>	Location <u>Glen Allen, VA</u>
Portion of Work/Trade <u>Section E. Specific Work for Preventative Maintenance, d. Service Inspections</u>	
Bid Amount <u>\$149,684</u>	
Contractor's License Number <u>N/A</u>	DIR Number <u>1000048348</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 Robinson Roofing

Signature Raphael W. Robinson

Printed Name/Title of Business Representative Raphael W. Robinson, Owner

Date 4/20/2017

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

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 Roof Consulting Services, Inc.

Signature 

Printed Name/Title of Business Representative William D. Sanders, CEO/President

Date April 26, 2017

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

RCS' employee handbook states "RCS provides equal employment opportunities to all employees and applicants for employment without regard to race, color, ancestry, national origin, gender, sexual orientation, marital status, religion, age, disability, gender identity, results of genetic testing, or service in the military. Equal employment opportunity applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training."

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 Robinson Roofing

Signature Raphael W. Robinson

Printed Name/Title of Business Representative Raphael W. Robinson, Owner

Date 4/20/2017

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 Roof Consulting Services, Inc.

Signature 

Printed Name/Title of Business Representative William D. Sanders, CEO/President

Date April 26, 2017

APPENDIX K**PREVAILING WAGE CERTIFICATION****RFP RO2197**

Roofing Repair and Maintenance 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 4/20/2017

Legal Name of Contractor Robinson Roofing

Signature *Raphael W Robinson*

Print Name Raphael W. Robinson

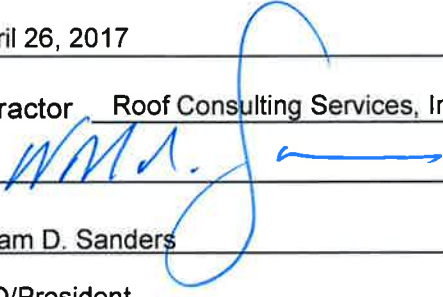
Title Owner

APPENDIX K
PREVAILING WAGE CERTIFICATION
RFP RO2197
Roofing Repair and Maintenance 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 April 26, 2017

Legal Name of Contractor Roof Consulting Services, Inc.

Signature 

Print Name William D. Sanders

Title CEO/President

APPENDIX L

WORKER'S COMPENSATION INSURANCE CERTIFICATION

RFP RO2197

Roofing Repair and Maintenance 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 4/20/2017

Legal Name of Contractor Robinson Roofing

Signature Raphael W. Robinson

Print Name Raphael W. Robinson

Title Owner

(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.)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/25/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Kristina Villegas (99486w)
11774 Hesperia Rd Ste B2
Hesperia CA 92345

CONTACT NAME: Kristina Villegas

PHONE (A/C, No, Ext): 760-244-7695

E-MAIL: KVVILEGAS@FARMERSAGENT.COM

FAX (A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED

ROBINSON, RAPHAEL
DBA: ROBINSON ROOFING & Co.
15565 PISA LN
FONTANA CA 92336

INSURER A:

INSURER B: FARMERS INSURANCE EXCHANGE

21652

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	605057186	11/18/2016	11/18/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E L. EACH ACCIDENT \$ E L. DISEASE - EA EMPLOYEE \$ E L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

2005 CHEVROLET C6500 VIN: 1GBJ6C1E95F506451
2007 GMC SIERRA C35 VIN 1GDJC34U47E192221
2003 FORD F150 VIN 2FTRX17WX3CA63526
2015 GMC SIERRA C25 VIN 1GT112E88FF583167
2014 FORD F450 SUPER VIN 1FDF4GT9EEB7011

ANY OTHER INSURANCE MAINTAINED BY THE ORANGE COUNTY FIRE AUTHORITY SHALL BE EXCESS AND NOT CONTRIBUTING WITH THE INSURANCE PROVIDED BY THIS POLICY

CERTIFICATE HOLDER**CANCELLATION**

ORANGE COUNTY FIRE AUTHORITY
ATTN: PURCHASING SECTION
1 FIRE AUTHORITY ROAD BLDG C
IRVINE CA 92602

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Yaritza Rodriguez



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/24/17

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Beach Cities Insurance Services P.O. Box 185 Corona Del Mar, CA 92625 Phone (949)720-1401 Fax (949)720-1489		CONTACT NAME: Bryan McDonald PHONE (A/C, No. Ext): (949)720-1401 E-MAIL ADDRESS: bryan@beachins.com FAX (A/C, No): (949)720-1489	
INSURED Robinson Roofing & Consulting P.O. Box 902 Rialto, CA 92377-		INSURER(S) AFFORDING COVERAGE INSURER A: James River Insurance Company INSURER B: INSURER C: Mercer Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC # 12203 14478	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	N	000666131	05/08/2016	05/08/2017	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000.00 MED EXP (Any one person) \$ 1,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ 2,000,000.00 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	N	27303264	05/08/2016	05/08/2017	EACH OCCURRENCE \$ 5,000,000.00 AGGREGATE \$ 5,000,000.00 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
			N				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Contractor- Roofing - Residential/Commercial

OCFA, its officers, officials, employees, and volunteers have been named Additional Insured per the General Liability Policy per Endt# AP2209US 04-10 and MC2010US 09-12. Insurance is Primary and Non-Contributory per Endt# AP5031US 04-10. Per Project Aggregate per Endt# AP5012US 12-03.

CERTIFICATE HOLDER**CANCELLATION**

Orange County Fire Authority
1 Fire Authority Road Bldg. C
Irvine, CA 92602

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – SPECIFIED RESIDENTIAL HOUSING

Name Of Additional Insured Person(s) Or Organization(s):	Description and Location
Where required by written contract or written agreement	<p>"residential housing" location(s):</p> <p>All "residential housing" projects of the Named Insured</p>

SECTION II – Who Is An Insured is amended to include any person or organization you are required to include as an additional insured on this policy by written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage."

The insurance provided to the additional insured under this endorsement is limited as follows:

1. The person or organization scheduled above is only an additional insured with respect to liability which is imputed to such additional insured arising solely out of:
 - a. "your work" or "your product", and
 - b. with respect to "residential housing."
2. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance stated in the Declarations.
3. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "products - completed operations hazard" unless you are required to provide such coverage by written contract or written agreement but only for the period of time required by the written contract or written agreement and only for "bodily injury" or "property damage" that occurs during the policy period arising out of "your work" or "your product".
4. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis.
5. Where no coverage under this policy shall apply for the Named Insured, no coverage or defense shall be afforded to the additional insured.
6. This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The following definitions are added to SECTION V – DEFINITIONS of this policy:

"Residential housing" means a structure or structures, including the land upon which it is situated, designed or intended for occupancy in whole or in part as a residence by any person or persons.

"Residential housing" does not include "apartments" or "apartment buildings."

"Apartments" means one or more rooms of a building used as a dwelling unit separate from others in the building and which are rented from others by those dwelling in them.

"Apartments building" means a structure containing two or more separate "apartments."

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS (SCHEDULED) – WHEN REQUIRED IN
WRITTEN CONTRACT OR AGREEMENT;
APARTMENTS AND ALL CONSTRUCTION OTHER
THAN RESIDENTIAL DEVELOPMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Covered Operations
Where required by written contract or written agreement	All non-residential construction projects of the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. SECTION II – Who Is An Insured is amended to include any person or organization shown in the Schedule for which you are required to include as an additional insured on this policy by written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage." Coverage provided such additional insured is only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s), providing that:

"your work" or "your product" related to Covered Operations shown in the Schedule above, is other than "residential development" of any description.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. For the purposes of this endorsement, the following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to the additional insured designated in the Schedule, provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

The following definitions are added to SECTION V – DEFINITIONS of this policy:

"Residential development" means a structure or structures, including the land upon which it is situated, designed or intended for occupancy in whole or in part as a residence by any person or persons.

"Residential development" does not include "apartments" or "apartment buildings."

"Apartments" means one or more rooms of a building used as a dwelling unit separate from others in the building and which are rented from others by those dwelling in them.

"Apartments building" means a structure containing two or more separate "apartments."

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

Name Of Additional Insured Person(s) Or Organization(s):	
If no entry appears above, this endorsement applies to all Additional Insureds covered under this policy.	

Any coverage provided to an Additional Insured under this policy shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary and noncontributory basis.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY LIMITATION – AMENDED AGGREGATE LIMITS OF INSURANCE PER PROJECT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS COMBINED LIABILITY POLICY

SECTION III – LIMITS OF INSURANCE - The General Aggregate Limit applies separately to each "Project" of the Named Insured.

Notwithstanding the application of the General Aggregate Limit to each "Project" of the Named Insured, under no circumstances will we pay more than **\$5,000,000** for all claims under this policy that are subject to the General Aggregate limit.

For the purpose of this endorsement, the following definition is added:

"Project" means all work done by you or on your behalf, away from premises owned or rented to you, to complete an individual bid or negotiated contract to provide services for a specified period of time. Multiple jobs, work orders, purchase orders, or work done at multiple "locations" under one contract are not separate "projects" within the meaning of this coverage.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/25/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Bouchard Insurance for Frank Crum 101 Starcrest Drive Clearwater, FL 33758	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED FrankCrum 1, Inc, Labor Contractor, for co-employees of: Robinson, Raphael dba: Robinson Roofing & Consulting 100 South Missouri Avenue Clearwater, FL 33766	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : American Zurich Insurance Company	
	INSURER B :	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		
NAIC # 40142		

COVERAGES

CERTIFICATE NUMBER: 16FL080819761

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC 47-58-717-05	06/01/2018	06/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
				Location Coverage Period:	06/01/2018	06/01/2017	Client# 11173-CA

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:
Robinson, Raphael dba: Robinson Roofing & Consulting
15565 Pisa Lane
Fontana, CA 92336**CERTIFICATE HOLDER**Orange County Fire Authority
Attn: Purchasing Section
1 Fire Authority Road Bldg., C
Irvine, CA 92602**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

APPENDIX L**WORKER'S COMPENSATION INSURANCE CERTIFICATION****RFP RO2197****Roofing Repair and Maintenance Services**

Labor Code section 3700 in relevant part provides:

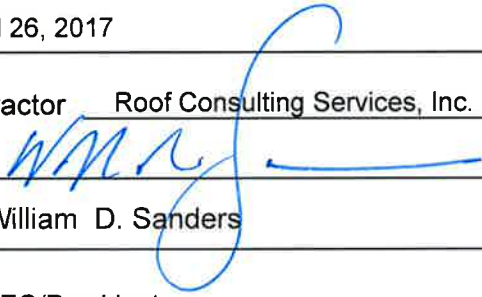
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- 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 April 26, 2017

Legal Name of Contractor Roof Consulting Services, Inc.

Signature 

Print Name William D. Sanders

Title CEO/President

(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.)



ROOFC-1

OP ID: LJ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/14/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Hartsfield & Nash Agency, Inc. Post Office Box 1109 Wake Forest, NC 27588 Lorie Borrelli, CIC, AAI		919-556-3698	CONTACT NAME: Laura Jazab PHONE (A/C, No, Ext): 919-556-3698 FAX (A/C, No): 919-556-8758 E-MAIL ADDRESS: laura@hartsfield-nash.com
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Hanover Insurance Company	22292
		INSURER B: Travelers Property & Casualty	36161
		INSURER C: Admiral Insurance Company	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED	Roof Consulting Services, Inc PO Box 9747 Richmond, VA 23228-0747
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			OH6A867293	03/19/2017	03/19/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AW6 A867286	03/19/2017	03/19/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			OH6A867293	03/19/2017	03/19/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	2533T71609	03/19/2017	03/19/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab			EO000037038	03/19/2017	03/19/2018	per claim 1,000,000 aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The general liability, umbrella liability and auto liability include a blanket automatic additional insured endorsement that provides additional insured status to OCFA, its officers, officials, employees, and volunteers but only when there is a written contract in place between the named insureds and the certificate holder that requires such status. These

CERTIFICATE HOLDER

CANCELLATION

ORAN001 Orange County Fire Authority 1 Fire Authority Rd Bldg C Irvine, CA 92602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

NOTEPAD:

HOLDER CODE **ORAN001**
INSURED'S NAME **Roof Consulting Services, Inc**

ROOFC-1
OP ID: LJ

PAGE **2**
Date **04/14/2017**

policies will respond on a primary basis providing the certificate holders coverage is written on an excess basis. The workers compensation policy includes a blanket automatic waiver of subrogation endorsement that provides this waiver only when there is a written contract in place between the named insured and the certificate holder that requires such status.

NOTE: ADMIRAL INSURANCE COMPANY- Professional Liability carrier is NOT an admitted carrier as required by contract.

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. ROBINSON ROOFING	
	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: <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) 2041 S. BAKER AVE.	Requester's name and address (optional)
	6 City, state, and ZIP code ONTARIO, CA.	
	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	7		-	1	5	1	0	2 5 8

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ <i>Raphael W. Robinson</i>	Date ▶ <i>4/22/17</i>
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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:

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

Request for Taxpayer Identification Number and Certification

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

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

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
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 (Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
1660 Mountain Road

6 City, state, and ZIP code
Glen Allen, VA 23060

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
			-					
or								
Employer identification number								
5	4	-	2	0	2	6	8	1 0

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ *Kimberly S. West* Date ▶ *2/28/2016*

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 1096 (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:

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

ATTACHMENT B - PRICING SHEET
RO2197 - Roofing Maintenance and Repair Services

Annual Inspection Services		
Item	Description	Total Cost
	Annual Roof Inspection Based on Locations Listed in Attachment A: (Approximately 1.5M square feet throughout 74 locations) \$ <u>.0998</u> /SQFT x 1.5M = \$ <u>149,683.74</u> Labor rate information: Classification 1: <u>Roof Inspector</u> \$ <u>68.52</u> /HR x Number of Hours <u>704</u> Classification 2: <u>Administrative (Report Writer / Final Report Reviewer)</u> \$ <u>44.00</u> /HR x Number of Hours <u>666</u> Classification 3: <u>Administrative (AutoCad Draftsman)</u> \$ <u>42.00</u> /HR x Number of Hours <u>444</u> Materials cost \$ <u>950.00</u> Overhead cost \$ <u>33,143.61</u> (includes all travel related expenses) Profit \$ <u>19,400.05</u>	\$149,684

Roofing Maintenance and Repair Services 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)				
Item	Description	Quantity	Unit Cost	Extended Cost
	Roofing Replacement 2' x 2' Asphalt Built-Up Roof \$ <u>384.00</u> /SQFT x 2 = \$ <u>768.28</u> Labor rate information: Classification 1: <u>Roofer</u> \$ <u>52.04</u> /HR x Number of Hours <u>4</u> Classification 2: <u>Roofer</u> \$ <u>52.04</u> /HR x Number of Hours <u>4</u> Materials cost \$ <u>150.00</u> Overhead cost \$ <u>131.27</u> Profit \$ <u>70.69</u>	25	\$768.28	\$19,207.00

ATTACHMENT B - PRICING SHEET
RO2197 - Roofing Maintenance and Repair Services

	<p>Replacement of 4' x 8' Skylight with curb and flashing</p> <p>Labor rate information:</p> <p>Classification 1: <u>Roofer</u></p> <p>\$ <u>52.04</u> /HR x Number of Hours <u>8</u></p> <p>Classification 2: <u>Roofer</u></p> <p>\$ <u>52.04</u> /HR x Number of Hours <u>8</u></p> <p>Materials cost \$ <u>650.00</u></p> <p>Overhead cost \$ <u>222.39</u></p> <p>Profit \$ <u>148.27</u></p>	25	\$1,853.30	\$46,332.50
	<p>Seal up of a roof penetration 12" Roof Penetration</p> <p>Labor rate information:</p> <p>Classification 1: <u>Roofer</u></p> <p>\$ <u>52.04</u> /HR x Number of Hours <u>2</u></p> <p>Classification 2: _____</p> <p>\$ _____ /HR x Number of Hours _____</p> <p>Materials cost \$ <u>179.08</u></p> <p>Overhead cost \$ <u>26.86</u></p> <p>Profit \$ <u>17.90</u></p>	30	\$327.92	\$9,837.60
	<p>Patch and seal 4' x 8' Mechanical Pads</p> <p>Labor rate information:</p> <p>Classification 1: <u>Roofer</u></p> <p>\$ <u>52.04</u> /HR x Number of Hours <u>2.5</u></p> <p>Classification 2: <u>Roofer</u></p> <p>\$ <u>52.04</u> /HR x Number of Hours <u>2.5</u></p> <p>Materials cost \$ <u>300.00</u></p> <p>Overhead cost \$ <u>156.07</u></p> <p>Profit \$ <u>84.05</u></p>	15	\$800.32	\$12,004.80

ATTACHMENT B - PRICING SHEET
RO2197 - Roofing Maintenance and Repair Services

Repair of 2' x 2' Downspout Drain Pocket with Cover Labor rate information: Classification 1: <u>Roofer</u> \$ <u>52.04</u> /HR x Number of Hours <u>2</u> Classification 2: <u>Roofer</u> \$ <u>52.04</u> /HR x Number of Hours <u>2</u> Materials cost \$ <u>75.00</u> Overhead cost \$ <u>42.47</u> Profit \$ <u>28.32</u>		30	\$353.95	\$10,618.50
--	--	----	----------	-------------

TOTAL ANNUAL AMOUNT \$247,684.14

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. The OCFA reserves the right to use alternate sources for completion of the work, to obtain competitive prices on any repair and replacement and to utilize information obtained under this contract relative to necessary materials and repairs as it deems appropriate.

Additional Rate Information	
Description	Rate
Labor per hour - Prevailing Wages Standard Rate: Mon through Fri, 7:00 a.m. to 5:00 p.m. Classification: <u>Roofer</u> Classification: <u>Roofer (pitch work)</u> Classification: <u>Sheet Metal Worker</u>	 \$ <u>52.04</u> /Hour \$ <u>53.79</u> /Hour \$ <u>69.41</u> /Hour
Labor per hour - Prevailing Wages Overtime Rate: Classification: <u>Roofer</u> Classification: <u>Roofer (pitch work)</u> Classification: <u>Sheet Metal Worker</u>	 \$ <u>68.22</u> /Hour \$ <u>70.85</u> /Hour \$ <u>90.34</u> /Hour
Minimum Call Out charge (if applicable)	\$500.00
Trip Charge (if applicable)	\$250.00

Additional Rate Information	
Description	Rate
Application of Roof Coating	\$ <u>3.00</u> /Sqft.
Asphalt Shingle Roof Replacement	\$ <u>6.00</u> /Sqft
Clay Roof Tile Replacement	\$ <u>5.00</u> /Sqft
Metal Roofing Replacement	\$ <u>6.00</u> /Sqft.
Roof Leak Detection and Diagnosis for Repair	\$250.00
Minimum Call Out/Trip charge (if applicable)	\$500
Roofing Water Test	\$300.00
Percentage discount off MSRP list price (materials)	<u>15</u> %



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
June 22, 2017

Agenda Item No. 3J
Consent Calendar

Award of Contracts for
Electrical 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 award three-year blanket order and agreements for electrical maintenance and repair services to M.Brey Electric, Inc. (M. Brey Electric), Williams & Maher, Inc. (Williams & Maher), and Inter-Pacific, Inc. (Inter-Pacific), as a result of a competitive Request for Proposal (RFP), in an annual aggregate amount not to exceed \$315,000 annually.

Prior Board/Committee Action(s)

Not Applicable.

RECOMMENDED ACTION(S)

1. Approve and authorize the Purchasing Manager to sign the agreements with M. Brey Electric (\$115,000), Williams & Maher (\$105,000), and Inter-Pacific (\$95,000) for as-needed electrical maintenance and repair services at an aggregate amount not to exceed \$315,000 annually (\$945,000 during the three-year agreement).
2. Approve and 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 \$315,000 annually.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funds have been authorized under the FY 2017-18 Budget.

Background

Property Management is responsible for the maintenance and repair of OCFA's 22-acre headquarters, 72 fire stations, USAR Warehouse & 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 the current full-time staff's capacity. Information Technology also utilizes contract electrical services to maintain low voltage systems for communications and station alerting. Williams & Maher has been awarded contracts to provide electrical maintenance and repair services for OCFA as a result of prior competitive solicitation processes.

Due to the number of facilities and locations that the OCFA is responsible for, existing staffing levels are inadequate to keep up with the on-going 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 responding to service requests.

RFP Process

On March 24, 2017, RFP RO2202 was issued and sent to 290 registered vendors on Planet Bids to establish multiple annual contracts for electrical maintenance and repair services on an as-needed basis. A non-mandatory pre-proposal meeting was held on April 6, 2017, and representatives from three companies attended. Final proposals were due April 25, 2017, and seven proposals were received. Additional information about the evaluation process is provided in Attachment 1.

Recommendation for Award

Based on the results of the RFP evaluation process, staff is recommending the award of three contracts for electrical maintenance and repair services as follows: M.Brey Electric, Inc. (\$115,000), Williams & Maher, Inc. (\$105,000), and Inter-Pacific, Inc. (\$95,000), in an annual aggregate amount not to exceed \$315,000 and to allow for the Purchasing Manager to redistribute or adjust the funding between the three contracts as requested by the department, so long as the aggregate amount of all three contracts does not exceed \$315,000 annually. 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) (*On file in the Office of the Clerk and available upon request.)

1. Summary of Evaluation Process and Results for Electrical Maintenance and Repair
2. *RFP RO2202
3. *M. Brey Electric, Inc. Agreement with Proposal
4. *Williams & Maher, Inc. Agreement with Proposal
5. *Inter-Pacific, Inc. Agreement with Proposal

RFP RO2202 – Electrical Maintenance and Repair

Evaluation

An evaluation team consisting of three staff members, two from Property Management, and one from the Information Technology, 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, the five highest ranked respondents were invited back for presentations and interviews and further evaluated based on the Interview/Presentation Criteria (20).

Scoring

Final evaluation scores resulted in M.Brey Electric Inc. as the overall number one ranked contractor, Williams and Maher Inc. ranked second and Inter-Pacific Inc. ranked third overall. Evaluation scores are shown on the following page.

ORANGE COUNTY FIRE AUTHORITY																					
RO2202 - Electrical Maintenance and Repair Services																					
	Inter-Pacific Inc.			Baker Electric			Williams & Maher			My Electrician Inc.			GA Technical			M. Brey Electric Inc.			Newport Power		
OCFA Cost Proposal	\$134,159.60			\$532,944.70			\$135,349.55			\$615,520.90			\$212,171.60			\$68,787.30			\$116,200.00		
Evaluators	1	2	3	1	2	3	1	2	3	1	2	3	1	2	3	1	2	3	1	2	3
A. Method of Approach (20)	10	18	12	18	16	12	13	18	19	12	15	7	10	18	14	16	16	16	10	14	12
B. Qualifications & Experience (30)	18	25.5	16.5	27	25.5	16.5	28.5	30	28.5	21	24	10.5	21	27	21	24	27	22.5	22.5	21	13.5
C. Communications and Resources (10)	5	9	6	9.5	9	4.5	5	9.5	9.5	5	7	3.5	7.5	9	7	7.5	9	8	8	8	4.5
C. Proposed Cost (40)	20.26	20.26	20.26	5.10	5.10	5.10	20.09	20.09	20.09	4.42	4.42	4.42	12.81	12.81	12.81	40.00	40.00	40.00	23.40	23.40	23.40
Sum of Proposal Ratings	53.26	72.76	54.76	59.60	55.60	38.10	66.59	77.59	77.09	42.42	50.42	25.42	51.31	66.81	54.81	87.50	92.00	86.50	63.90	66.40	53.40
Ranking	5	3	4	4	6	6	2	2	2	7	7	7	6	4	3	1	1	1	3	5	5
Written Sum of Ranking	12			16			6			21			13			3			13		
Interview/Questions (20)	18	19	18	0	0	0	19	20	20	0	0	0	16	18	17	17	19	18	16	17	16
Total of both written & presentation	71.3	91.8	72.8	59.6	55.6	38.1	85.6	97.6	97.1	42.4	50.4	25.4	67.3	84.8	71.8	104.5	111.0	104.5	79.9	83.4	69.4
Ranking with Presentation	4	3	3	6	6	6	2	2	2	7	7	7	5	4	4	1	1	1	3	5	5
Sum of Ranking w/Interview	10			18			6			21			13			3			13		



ORANGE COUNTY FIRE AUTHORITY

Request for Proposal Electrical Repair and Maintenance Services

DATE: March 23, 2017

RFP Number: RO2202

The Orange County Fire Authority (OCFA) is requesting proposals for electrical repair and maintenance 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., April 25, 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. Tuesday, April 25, 2017.

LATE PROPOSALS WILL NOT BE ACCEPTED

A ***non-mandatory*** pre-proposal conference is scheduled on **Thursday, April 6, 2017 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 **April 4, 2017 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 RO2202, 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 electrical repair and maintenance services on an as-needed basis at its headquarters and fire stations as listed in Attachment A. The OCFA desires to enter into multiple agreements for repair and 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	March 23, 2017
Online Q & A	April 4, 2017; 11:00 A.M.
Pre-Proposal Conference	April 6, 2017; 10:00 A.M.
Due date for Proposals	April 25, 2017 no later than 11:00 A.M.
Tentative date for interviews	May, 2017
Award Contract (Tentative)	June, 2017

TERM OF AGREEMENT

The term of the agreement should reflect services and costs for a three-year period, 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 **April 6, 2017; 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: **April 25, 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 – RO2202 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 multiple contracts for electrical repair and maintenance services on an as needed basis. The successful contractors will provide electrical maintenance and repair services including all personnel, labor, supervision, materials, tools and equipment required to maintain and repair electrical systems of OCFA's seventy-two fire stations, a 33,870 SQFT warehouse, seven bay air operations hangar and the RFOTC. The list of Fire Stations, facilities, 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:

- Troubleshoot and repair existing electrical systems including breakers, fuses, emergency backup power systems, automated curtain and security gates
- Repair/replace/upgrade dedicated circuits, circuit installations
- Repair/replace parking lot pole and pathway lighting
- Replace building supply transformers
- Upgrade electrical panels
- Re-route/install conduit, switches, low voltage wiring, RTU feeds
- Repair/replace controller clocks; electrical appliances; carriage lights and spot lights; breakers and fuses; lighting fixtures and internal components; receptacles and switches; occupancy sensors; centralize control systems; re-circulation pump motors; all styles of lighting systems; irrigation system pump motors

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 electrical repair and maintenance services.
- 2) Contractor must possess a valid California **C-10** 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.

Electrical Work

i. C10 – Electrical Contractor

An electrical contractor places, installs, erects or connects any electrical wires, fixtures, appliances, apparatus, raceways, conduits, solar photovoltaic cells or any part thereof, which generate, transmit, transform or utilize electrical energy in any form or for any purpose.

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.

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**

- i. Make necessary repairs to ensure that equipment, components or fixtures are operating properly and according to the manufacturer's specifications.
- ii. Ensure that any items used to make repairs meet or better the original manufacturer (OEM) specifications.
- iii. 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.

c. 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.

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.

A. Limitations on Scope of Work

- a. Work Excludes: new project(s), new work or add-ons, or removal and replacements that exceed \$10,000.00 total are prohibited. Splitting costs on a single facility-generated work order, projects, or work to avoid this limitation is prohibited and subject Contract to immediate termination.
- b. Work Includes: repair and maintenance of existing items, equipment, structures.

B. Other Services

- a. Note OCFA may invite Contractors to jobs expected to be \$5,000.00 or more to provide quotations. 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.
- b. Note that OCFA may choose to award jobs that are expected to be less than \$5,000.00 to Contractor that it chooses; such choice will be based on past pricing, timely performance, and quality of work.
- c. Note that 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-10** 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 25 – 27) 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 an 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 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 - 11 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 electrical 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 Electrical Repair and Maintenance 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. Please provide your Offer/Cost Proposal as Attachment B with your submittal in a separate envelope or as a the cost file thorough the online bidding system.

- 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 electrical repair and maintenance 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. Include your process for resolution in the case that any deficiencies are identified.
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.

Refer to Attachment B to provide line item pricing. 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. These prices shall be used in ALL invoices. These prices shall include all mark ups and overhead.

Please complete this section by providing Attachment B and submit with your bid in a separate envelope or through the cost file in the online bidding system.

The OCFA reserves the right to request additional quotes and use alternate sources for completion of the work, to obtain competitive prices on any repair and replacement and to utilize information obtained under this contract relative to necessary materials and repairs as it deems appropriate.

"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 RO2202 – Electrical Repair and Maintenance 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

Elizabeth Swift, Chair

City of Buena Park

Dave Harrington, Director

City of Aliso Viejo

Joseph Muller, Director

City of Dana Point

Michele Steggell, Director

City of La Palma

Laurie Davies, Director

City of Laguna Niguel

Leah Basile, Director

City of Lake Forest

Gene Hernandez, Director

City of Yorba Linda

Carol Gamble, Director

City of Rancho Santa Margarita

Sergio Farias, Director

City of San Juan Capistrano

Ellery Deaton, Director

City of Seal Beach

Al Murray, Director

City of Tustin

Tri Ta, Director

City of Westminster

Todd Spitzer, Director

County of Orange

Ed Sachs, Vice Chair

City of Mission Viejo

Rob Johnson, Director

City of Cypress

Melissa Fox, Director

City of Irvine

Don Sedgwick, Director

City of Laguna Hills

Noel Hatch, Director

City of Laguna Woods

Shelley Hasselbrink, Director

City of Los Alamitos

Craig Green, Director

City of Placentia

Tim Brown, Director

City of San Clemente

Vicente Sarmiento, Director

City of Santa Ana

David John Shawver, Director

City of Stanton

Bill Nelson, Director

City of Villa Park

Lisa Bartlett, Director

County of Orange

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 RO2202

Electrical Repair and Maintenance 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 RO2202

Electrical Repair and Maintenance 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
ELECTRICAL MAINTENANCE AND REPAIR AGREEMENT**

THIS AGREEMENT FOR ELECTRICAL 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 electrical maintenance and repair services at the OCFA Regional Fire Operations and Training Center located at 1 Fire Authority Rd. Irvine, CA 92602, Fire Stations, and other properties.

B. Contractor has submitted to OCFA a proposal to provide such electrical 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 electrical 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 electrical 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 electrical 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 RO2202 (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 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 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 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:

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 ELECTRICAL MAINTENANCE AND REPAIR AGREEMENT

THIS AGREEMENT FOR ELECTRICAL MAINTENANCE AND REPAIR SERVICES ("Agreement") is made and entered into this 1st day of June, 2017 ("Effective Date"), by and between the Orange County Fire Authority, a California Joint Powers Authority, hereinafter referred to as "OCFA", and M. Brey Electric Inc., 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 electrical maintenance and repair services at the OCFA Regional Fire Operations and Training Center, OCFA fire stations, and other OCFA properties.

B. Contractor has submitted to OCFA a proposal to provide such electrical maintenance and repair services dated April 25, 2017, 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 electrical 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 electrical 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 electrical 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 RO2202 (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 \$115,000 (One Hundred Fifteen 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 two 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: Matthew Brey

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 Employee Retirement System 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 to be eligible for enrollment in an employee retirement system as an employee of the OCFA, Contractor shall indemnify, defend, and hold harmless OCFA against: (1) all such claim(s) and determination(s); (2) for the payment of any employee and/or employer contributions for employee retirement system benefits on behalf of Contractor or its employees, agents or subcontractors; and (3) the payment of any penalties and interest on such contributions which would otherwise be the responsibility of the OCFA.

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.

Except for any documents required by the rules of conduct governing Contractor's profession to be owned by Contractor, 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:	M. Brey Electric Inc. Attention: Matthew Brey 408 Elm Ave. Beaumont, CA 92223
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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: _____

Debbie Casper
Purchasing Manager

APPROVED AS TO FORM.

ATTEST:

By: _____


DAVID E. KENDIG
GENERAL COUNSEL

Sherry A.F. Wentz
Clerk of the Board

Date: _____

6/14/17

"CONTRACTOR"

M. BREY ELECTRIC INC.

Date: _____

6/17/17

By: _____



Matthew Brey
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 multiple contracts for electrical repair and maintenance services on an as needed basis. The successful contractors will provide electrical maintenance and repair services including all personnel, labor, supervision, materials, tools and equipment required to maintain and repair electrical systems of OCFA's seventy-two fire stations, a 33,870 SQFT warehouse, seven bay air operations hangar and the RFOTC. The list of Fire Stations, facilities, 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:

- Troubleshoot and repair existing electrical systems including breakers, fuses, emergency backup power systems, automated curtain and security gates
- Repair/replace/upgrade dedicated circuits, circuit installations
- Repair/replace parking lot pole and pathway lighting
- Replace building supply transformers
- Upgrade electrical panels
- Re-route/install conduit, switches, low voltage wiring, RTU feeds
- Repair/replace controller clocks; electrical appliances; carriage lights and spot lights; breakers and fuses; lighting fixtures and internal components; receptacles and switches; occupancy sensors; centralize control systems; re-circulation pump motors; all styles of lighting systems; irrigation system pump motors

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 electrical repair and maintenance services.
- 2) Contractor must possess a valid California **C-10** 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.

Electrical Work

i. C10 – Electrical Contractor

An electrical contractor places, installs, erects or connects any electrical wires, fixtures, appliances, apparatus, raceways, conduits, solar photovoltaic cells or any part thereof, which generate, transmit, transform or utilize electrical energy in any form or for any purpose.

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.

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
 - i. Make necessary repairs to ensure that equipment, components or fixtures are operating properly and according to the manufacturer's specifications.
 - ii. Ensure that any items used to make repairs meet or better the original manufacturer (OEM) specifications.
 - iii. 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.

c. 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.

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 subjects Contractors 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.



Residential-Commercial-Industrial

408 Elm Ave. Beaumont, CA. 92223

951-845-5438 FX 951-845-5642

www.mbreyelectric.com

CA#581224 DIR#1000005926

Orange County Fire Authority
Purchasing Department
1 Fire Authority Road, Building C
Irvine, CA 92602

Electrical Repair and Maintenance Services

M. Brey Electric, Inc
408 Elm Ave
Beaumont, CA 92223

April 25, 2017

**Commercial-Industrial**

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April 25, 2017

Orange County Fire Authority
Purchasing Department
1 Fire Authority Road, Building C
Irvine, CA 92602

Reference: Electrical Repair and Maintenance Services

Subject: Transmittal Letter

M. Brey Electric, Inc. is qualified and willing to provide as-needed electrical services for three years to Orange County Fire Authority. It is the understanding of M. Brey Electric, Inc. that these electrical services include but are not limited to:

- Troubleshoot and repair existing electrical systems including breakers, fuses, emergency backup power systems, automated curtain and security gates
- Repair/replace/upgrade dedicated circuits, circuit installations
- Repair/replace parking lot pole and pathway lighting
- Replace building supply transformers
- Upgrade electrical panels
- Re-route/install conduit, switches, low voltage wiring, RTU feeds
- Repair/replace controller clocks; electrical appliances; carriage lights and spot light; occupancy sensors; centralized control systems; re-circulation pump motors; all styles of lighting systems; irrigation system pump motors

During the course of the contract, M. Brey Electric, Inc. will possess all Federal, State, and local permits, licenses, certifications, accreditations, and approvals necessary to provide the goods and services outlined in the authority's provided RFP. All associated fees shall be the responsibility of M. Brey Electric, Inc.

Minimum Qualifications

M. Brey Electric, Inc., is qualified and regularly engaged in the type of work as stated above. Our firm was incorporated in 2012 but has been providing electrical services since 1959. A partial list of our current customers include; City of Banning, Morongo Band of Mission Indians, City of Beaumont, City of San Marcos, City of Palm Springs, and City of San Jacinto.

M. Brey Electric, Inc., is licensed per the California State License Board (CSLB) and the Department of Industrial Relations (DIR). The CSLB license number is 581224 and the DIR number is 1000005926.

Performance Requirements

All of M. Brey Electric, Inc.'s electricians are state certified and receive regular training on code compliance and safety. M. Brey Electric, Inc. has performed Public Works projects for years and is well versed in providing our customers with the highest quality workmanship and acceptable industry standards. As part of our Quality Assurance program, periodic job checks are performed by the supervisors.

All employees are uniformed, provided with means of communications, trained in First Aid, and supplied with a company service truck stocked with all common electrical parts and supplies.

Repair Request Procedure

M. Brey Electric, Inc. provides 24 hour emergency electrical service. Our phones are always answered by an employee of M. Brey Electric, Inc., never an answering service. During regular office hours (7:00AM-5:30PM, Monday through Friday) the phones are answered by a service scheduler. After hours and on the weekends the phones are forwarded to the service supervisor or the office manager.

If the call came in during regular hours or after hours, the site with the problem will receive a call back from the service supervisor or the electrician to let them know time of arrival and to gather more information.

Service Call Procedure

As regular procedure, M. Brey Electric, Inc. will complete the following:

- Sign in on station log
- Check in with Station Captain
- Evaluate the material and labor required to complete the repair
- Develop an estimate for the project (if possible)
- Develop potential alternatives with cost, to compare repair to replacement
- Advise Property Management by phone of the cost of repairs and other work prior to proceeding with work
- Proceed with work after authorization is received
- Complete all work in accordance with estimate
- Prepare a report and obtain a signature. The report will contain time of arrival, time of departure, work summary, work requested, and any additional recommended work

M. Brey Electric, Inc. will notify the property manager if any additional work is required and when it will be performed. Additionally, M. Brey Electric, Inc. will inform the property manager if the work will exceed the estimate by more than 10%

Service Requirements

In addition to an electrical license M. Brey Electric, Inc. also holds a general engineering license. M. Brey Electric, Inc. will inspect the work and ensure all work is up to the highest quality possible. All materials, labor, equipment, and consumables will be supplied on the service truck. All work will match the existing work.

In addition to our main office number, several cell phone numbers will be provided to the Authority including Matt Brey's, the owner of the company. Whenever a call is received a response time will be given. The response time will be determined if it is an emergency or routine call.

All removed material will be properly disposed according to all governing agencies. When required manifest and Chain of Custody paperwork will be obtained. All diagrams, as-builds, manuals, and other drawings will be updated as electrical systems are altered.

When repairs are required or needed a diagnoses will be performed and recommendation will be given according to manufactures recommendations, Standard Specifications for Public Works, and industry standards.

Whenever possible, an estimate will be provided according to the agreed upon hourly rates and material cost. After the estimate is presented and authorization is received, repairs will be performed as soon as possible. When repairs are complete, systems will be checked for proper function and to verify no other problems exists.

Technical Requirements

Although the work for this RFP is covered by a C-10 Electrical Contractors license, M. Brey Electric, Inc. also holds an A General Engineering license. Any other work required will be incidental to the electrical work.

In addition to normal electrical contractor equipment, M. Brey Electric, Inc. owns several pieces of specialty equipment including; all safety equipment, loaders, excavators, and high reach equipment. Because M. Brey Electric, Inc. owns much of its equipment, a faster response time and lower cost are usually the result.

All repairs will be performed according to the manufactures recommendations and M. Brey Electric, Inc. will assure that systems, components, or fixtures are performing as required. Additionally, OEM parts or better will be used in all repairs. If alternative parts are proposed they will be cost effective or environmentally friendly. Before any alternative parts are used, authorization will first be obtained from Property Management.

Verbal and written reports will be provided to Property Management to facilitate the work in progress. Additionally, each invoice will contain the following:

- Warranty information
- Location number/address serviced
- Date and time location was serviced
- Facility generated work order
- Types and quantities of materials used
- Potential hazards at and around the location
- Proposed cost saving/environmentally friendly alternatives

Service inspections will take place at the request of Property Management. During the inspection, items requiring corrective action will be documented. All agreed upon work will be performed as soon as possible but in no case longer than three days unless a special order item is involved.

Performance Hours

All work will be coordinated with Property Management, Station Chief, and OCFA.

Quality Control

As part of M. Brey Electric, Inc.'s Quality Control, periodic inspections from the service supervisor will be performed and material will always be verified. Additionally, M. Brey Electric, Inc. understands OFCA will also inspect and retains the right to reject any work performed under this contract. If a defective part is installed, M. Brey Electric, Inc. will remove it and replace it at its own cost. All parts and workmanship come with at least a 12 month warranty.

Damage or Repair

If any material, equipment, or property is damaged by M. Brey Electric, Inc. during the performance of this contract, M. Brey Electric, Inc. will promptly repair or replace said item to the satisfaction of OCFA.

Safety

M. Brey Electric, Inc. places a high priority on the safety of its employees and customers. Our employees are constantly trained in new safety techniques and the latest safety equipment is employed. All safety laws and ordinances are always followed. All of our equipment is supplied with the required safety devices to prevent injury. As part of our safety program, our employees will not enter any areas they are not authorized. Also, all service trucks contain Material Safety Data Sheets (MSDS) for all material used.

Warranties

M. Brey Electric, Inc. is experienced and is an expert in the services described in this RFP. As such, all equipment used will be suitable for such use; well aware of the currently known hazards which are presented to persons, property, environment, transportation, storage, and disposal. Therefore, M. Brey Electric, Inc. will perform such services in full compliance with all applicable laws, regulations, orders, and other governmental requirements. At no time has any environmental enforcement actions been brought against M. Brey Electric, Inc. or are likely to be brought against the firm that would have an adverse effect against OCFA.

During the course of the contract, M. Brey Electric, Inc. will possess all Federal, State, and local permits, licenses, certifications, accreditations, and approvals necessary to provide the goods and services outlined in the authority's provided RFP. All associated fees shall be the responsibility of M. Brey Electric, Inc.

Additional Information

M. Brey Electric, Inc. understands this contract is for maintenance and repair of existing items, equipment, and structures. Therefore, it does not include larger projects, new work or add-ons. Also, splitting the cost on a single work order to avoid the cost limitation is cause for immediate termination by OCFA. Additionally, OCFA may request quotes for larger projects from multiple contractors including M. Brey Electric, Inc. M. Brey Electric, Inc. understands OCFA retains the right to award emergency or urgent jobs to any contractor as it chooses.

M. Brey Electric, Inc. recognizes Property Management or his/her designee as OCFA representative in the interpretation and enforcement of all conditions of this RFP and executed contract.

Very Respectfully,

A handwritten signature in black ink, appearing to read 'Matthew Brey', is written over a horizontal line.

M. BREY ELECTRIC, INC
Matthew Brey/President



Residential-Commercial-Industrial

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951-845-5438 FX 951-845-5642
www.mbreyelectric.com
CA#581224 DIR#1000005926

April 25, 2017

Orange County Fire Authority
Purchasing Department
1 Fire Authority Road, Building C
Irvine, CA 92602

Reference: Electrical Repair and Maintenance Services

Subject: Offer's Detailed Information

M. Brey Electric, Inc. is large enough to complete multimillion dollar projects and small enough to provide personal service. Currently, our firm has a bonding capacity of \$5M and has annual gross sales of \$3M to \$4M.

Our company philosophy is simple. We work very hard to obtain customers and we never take them for granted. Also, we believe in delivering what the customer wants, on time or ahead of schedule at a reasonable price. To us, a happy customer is a repeat customer. Our philosophy is viewed by the maintenance staff, office staff, and the construction staff. Our office is well versed in public works, Certified Payroll Reports, and Department of Industrial Relations requirements.

M. Brey Electric, Inc. is a California S corporation. The principal of the company is Matthew Brey, President. Others that will be directly involved in the administration of this project are: Shelly Bates, Contract/Office Manager and John Magill, Service Manager.

M. Brey Electric, Inc. is an existing electrical construction and maintenance business. Located in Beaumont, California, M. Brey Electric was founded to take advantage of its owner's knowledge of the electrical industry to present customers with best-of-class service at a competitive price. Founded in 2012 by its namesake Matthew Brey, an industry veteran, M. Brey Electric is a full-service electrical contractor providing electrical engineering services to clients that range from the federal government to private home owners.

M. Brey Electric has strategically positioned itself within the market by establishing a diverse clientele base in the home residential construction segment as well as targeting Department of Defense and Public Works construction contracts. Currently M. Brey Electric, Inc. has six service electricians, four construction electricians, three electrician apprentices, two laborers, and one equipment operator. Additionally, one maintenance supervisor, one estimator/project manager, one contracts specialist/office manager, two schedulers, and one delivery driver.

Currently, M. Brey Electric, Inc. performs as needed electrical maintenance for six cities, one Indian reservation, three home owners associations, two medical care facilities, two assisted living facilities, and several restaurants. Also, our firm provides electrical service to over two thousand commercial and residential customers.



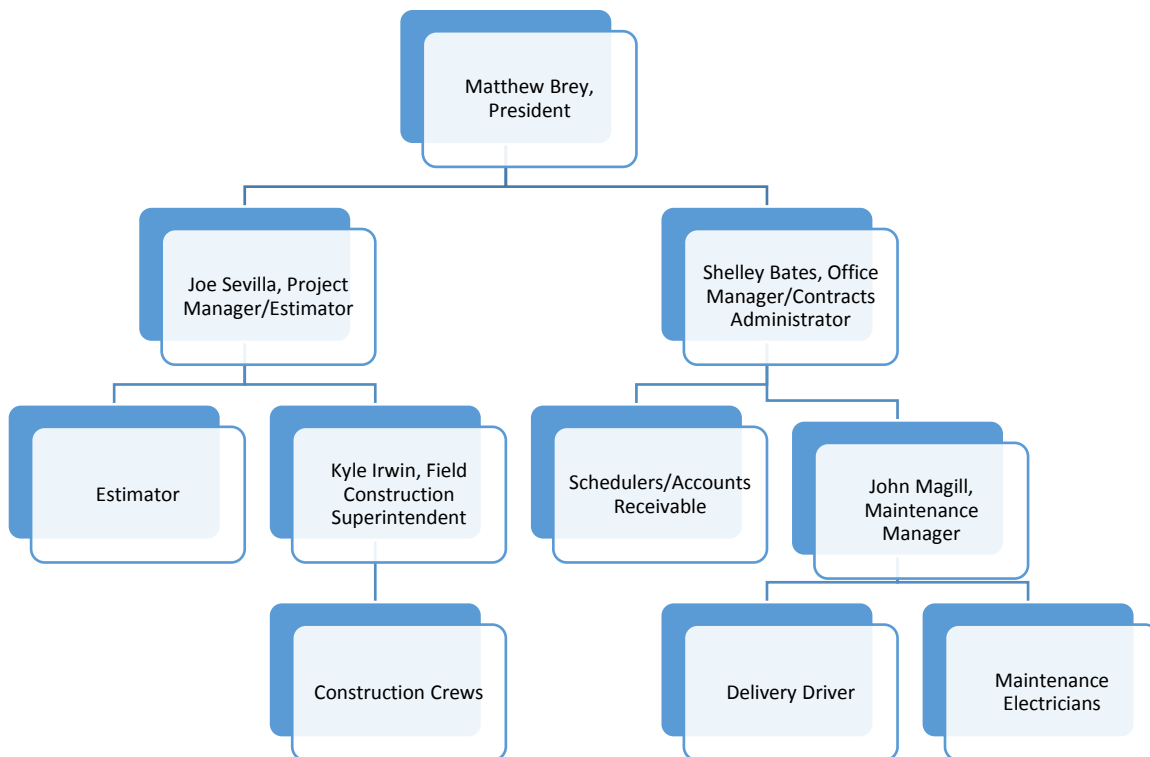
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APPENDIX A - OFFEROR'S INFORMATION

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: M. Brey Electric, Inc.		
Business Parent or Ownership: Matthew Brey 100%		
Address: 408 Elm Ave., Beaumont, CA 92223		
Business Telephone No. 951-845-5438	Business Fax No. 951-845-5642	
Business Tax I.D. Number: 46-1020109	CSLB License Number: 581224	DIR Registration Number: 1000005926
Legal form of company: (partnership, corporation, joint venture) Corporation		
Length of time your business has been in business: Five Years	Length of time at current location: Five Years	
Number of employees and Number of Current Clients 22 Employees, 20 as needed electrical service clients, over two thousand commercial and residential customers		

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

Name: Shelley Bates	Title: Office Manager
Telephone No.: 951-845-5438	E-mail: shelley@mbreyelectric.com

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

Name: John Magill	Title: Service Manager
Telephone No.: 951-801-0040	E-mail: john@mbreyelectric.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".**

**Residential-Commercial-Industrial**

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April 25, 2017

Orange County Fire Authority
Purchasing Department
1 Fire Authority Road, Building C
Irvine, CA 92602

Reference: Electrical Repair and Maintenance Services

Subject: Ability to Meet General Requirements

Performance Requirements

All of M. Brey Electric, Inc.'s electricians are state certified and receive regular training on code compliance and safety. M. Brey Electric, Inc. has performed Public Works projects for years and is well versed in providing our customers with the highest quality workmanship and acceptable industry standards. As part of our Quality Assurance program, periodic job checks are performed by the supervisors.

All employees are uniformed, provided with means of communications, trained in First Aid, and supplied with a company service truck stocked with all common electrical parts and supplies. Also, all employees understand any work performed on an hourly basis will require a time sheet signed by a representative of OCFA.

Repair Request Procedure

M. Brey Electric, Inc. provides 24 hour emergency electrical service. Our phones are always answered by an employee of M. Brey Electric, Inc., never an answering service. During regular office hours (7:00AM-5:30PM, Monday through Friday) the phones are answered by a service scheduler. After hours and on the weekends the phones are forwarded to the service supervisor or the office manager.

After the location, nature of the problem, name of the on-site contact person, and the phone number of the on-site person is gathered by the M. Brey Electric, Inc. scheduler the information will be forwarded to the service supervisor.

If the call is received during regular hours or after hours, the site with the problem will receive a call back from the service supervisor or the electrician to let them know time of arrival and to gather more detailed information.

Service Call Procedure

As regular procedure, M. Brey Electric, Inc. will complete the following:

- Sign in on station log
- Check in with Station Captain
- Evaluate the material and labor required to complete the repair
- Develop an estimate for the project (if possible)
- Develop potential alternatives with cost, to compare repair to replacement
- Advise Property Management by phone of the cost of repairs and other work prior to proceeding with work
- Proceed with work after authorization is received
- Complete all work in accordance with estimate
- Prepare a report and obtain a signature. The report will contain time of arrival, time of departure, work summary, work requested, and any additional recommended work

M. Brey Electric, Inc. will notify Property Management if any additional work is required and when it will be performed. If urgent repairs are needed, M. Brey Electric, Inc.'s electrician will contact Property Management by phone and provide a price before proceeding. Additionally, M. Brey Electric, Inc. will inform the property manager if the work will exceed the estimate by more than 10%

Service Requirements

A. General

- a. In addition to an electrical license M. Brey Electric, Inc. also holds a general engineering license.
- b. M. Brey Electric, Inc. will inspect the work and ensure all work is up to the highest quality possible. Our electricians are constantly trained in code classes and work is periodically inspected by the service supervisor.
- c. M. Brey Electric, Inc. takes pride in performing industry leading workmanship. Our goal is to have a satisfied customer and to accomplish our goal, we need to perform better than our competition at a competitive rate
- d. All of our electricians are state certified and stay up on current trends and training.
- e. All materials, labor, equipment, and consumables are stocked on the service truck.
- f. All work will match the existing work and be installed in a professional manner.
- g. When applicable, work will be performed according to manufactures specifications and recommendations
- h. In addition to our main office number which is always answered by a M. Brey Electric, Inc. employee, several cell phone numbers will be provided to the Authority including

Matthew Brey's, the owner of the company. Whenever a call is received a response time will be given.

- i. The response time will be determined if it is an emergency or routine call then an electrician will be dispatched
- j. All removed material will be properly disposed according to all governing agencies. When required manifest and Chain of Custody paperwork will be obtained.
- k. All diagrams, as-builds, manuals, and other drawings will be updated as electrical systems are altered.

B. Repairs

- a. When repairs are required or needed a diagnoses will be performed and recommendation will be given according to manufactures recommendations, Standard Specifications for Public Works, and industry standards.
- b. Whenever possible, an estimate will be provided according to the agreed upon hourly rates and material cost.
- c. After the estimate is presented and authorization is received, repairs will be performed as soon as possible.
- d. When repairs are complete, systems will be checked for proper function and to verify no other problems exists.

Technical Requirements

A. General

- a. Although the work for this RFP is covered by a C-10 Electrical Contractors license, M. Brey Electric, Inc. also holds an A General Engineering license. Any other work required will be incidental to the electrical work.

B. Subcontractors

- a. All work will be performed by M Brey Electric, Inc.
- b. No subcontractors will be listed. In the event a subcontractor is required approval will be sought by Property Management prior to work being completed
- c. If a subcontractor is utilized, the same insurance requirements will be in place

C. Specialized Equipment

- a. In addition to normal electrical contractor equipment, M. Brey Electric, Inc. owns several pieces of specialty equipment including; all safety equipment, loaders, excavators, and high reach equipment. Because M. Brey Electric, Inc. owns much of its equipment, a faster response time and lower cost are usually the result.

- b. Safety is paramount at M Brey Electric, Inc., all safety equipment is always inspected and up to date.
- c. Before a project is started, the electrician will make contact with the facility supervisor and verify the proper materials and equipment will be on-site for a rapid service call

D. Specific Work for Repairs

a. Repairing

- i. All repairs will be performed according to the manufactures recommendations and M. Brey Electric, Inc. will assure that systems, components, or fixtures are performing as required.
- ii. OEM parts or better will be used in all repairs. If alternative parts are proposed they will be cost effective or environmentally friendly.
- iii. Before any alternative parts are used, authorization will first be obtained from Property Management.

b. Reporting

- i. Verbal and written reports will be provided to Property Management to facilitate the work in progress.
- ii. Each written report to Property Management will contain the following:

- Warranty information
- Location number/address serviced
- Date and time location was serviced
- Facility generated work order
- Types and quantities of materials used
- Potential hazards at and around the location
- Proposed cost saving/environmentally friendly alternatives

c. Replacing Materials

- i. Whenever possible, material will be replaced with the same.
- ii. If an alternate material is proposed, it will be more energy efficient, cost effective, or have the most environmental advantages. Property Management will be given time to review the alternate item and if approval is received from Property Management, the alternate material will be installed.
- iii. All removed material will be properly disposed according to all governing agencies. When required manifest and Chain of Custody paperwork will be obtained.

E. Specific Work for Preventative Maintenance

- a. Service inspections. Service inspections will take place at the request of Property Management. During the inspection, items requiring corrective

action will be documented. All agreed upon work will be performed as soon as possible but in no case longer than three days unless a special order item is involved.

- b. Replacing Materials. Every effort will be made to replace materials with the same. In the event it is not possible, Property Management will be informed and an alternative will be proposed. If an alternative is proposed, the most energy efficient, cost effect, and environmental advantages will be used. However, alternates will not be used without prior approval from Property Management. All removed material will be properly disposed according to all governing agencies. When required manifest and Chain of Custody paperwork will be obtained.

Performance Hours

All work will be coordinated with Property Management, Station Chief, and OCFA. Work performed by M. Brey Electric, Inc., shall in no way interfere with the operations of OCFA. Normal business hours re 7:00AM to 3:30PM Monday through Friday excluding holidays.

Quality Control

As part of M. Brey Electric, Inc.'s Quality Control, periodic inspections from the service supervisor will be performed and material will always be verified. Additionally, M. Brey Electric, Inc. understands OFCA will also inspect and retains the right to reject any work performed under this contract. If a defective part is installed, M. Brey Electric, Inc. will remove it and replace it at its own cost. All parts, labor, and workmanship come with at least a 12 month warranty.



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April 25, 2017

Orange County Fire Authority
Purchasing Department
1 Fire Authority Road, Building C
Irvine, CA 92602

Subject: Electrical Repair and Maintenance Services

Reference: Relevant Experience

M. Brey Electric, Inc. is pleased to provide an electrical proposal on the above referenced project. As a qualified electrical contractor our firm is willing, able, and understands the responsibility to provide Electrical Repair and Maintenance Services to Orange County Fire Authority for a period of three years. M. Brey Electric, Inc. has been involved in many types of public works projects over the past five years including:

Trenching, installation, and backfill of underground and conduits- Our firm owns several pieces of heavy equipment and we perform trenching, installation, and backfill of underground conduit with our own in-house crew. Also, we have completed multiple underground projects for cities, counties, and the Federal Government. The picture to the right is of a project completed in Camp Pendleton.

Installation of building conduits- M. Brey Electric, Inc. owns over \$50,000 worth of hydraulic conduit benders that can bend EMT and Rigid pipe ranging in size from ½" to 4".



Installation of electrical pull boxes and vaults- Whenever underground duct banks are installed pull boxes and vaults are usually part of the project. M. Brey Electric, Inc. has installed hundreds of underground structures ranging in size from a simple ground rod box to an 8'x20'x9' vault. Every job site is different and requires a different set of safety measures.

Installation of Type 3 Meter Pedestals and foundations- M. Brey Electric, Inc. has installed several Type 3 meter pedestals in city parks, homeowners associations, and roadway landscape medians for lighting and irrigation controls. A few of these locations include City of Rancho Cucamonga, City of Beaumont, Sun Lakes Country Club, and Tournament Hills Country Club.



Install and/or repair of transformers, panels boards, buss gear, lighting controls, motor controls (including variable frequency drives), branch and feeder conductors, circuits, circuit breakers, fuses, and fusible disconnects- Our firm performs troubleshooting, maintenance, and new installation at well sites and pumping plants for the City of Adelanto, maintenance at water treatment facilities in the City of Loma Lind for PERC Water, troubleshooting, maintenance, and new installations at the Waste Water Treatment Plant and lift stations for the City of Beaumont and for the Morongo

Band of Mission Indians. Additionally, M. Brey electric, Inc. maintains electrical systems for several commercial and industrial customers. As part of the service provided by M. Brey Electric, Inc., emergency electrical service is provided to all commercial, industrial, and municipal customers. Pictured above is the new Head Works Project at the City of Beaumont Waste Water Treatment Plant.

Installation of large free standing switchgear and concrete pads- M. Brey Electric, Inc. has performed installations of several switchgear installations ranging from 400amp 120/208volt to 4,000amp 12,470volt. As a cost savings and time saving practice, M. Brey Electric, Inc. performs our own concrete and earthwork.

Install and/or repair furniture systems circuits- Because M. Brey Electric, Inc. has many commercial and industrial customers furniture systems are a constant part of several customers' projects. M. Brey Electric, Inc. is adept in assembling, installing, and relocating office partitions and power/data poles.

Work on live and de-energized circuits- In order to effectively troubleshoot or not interrupt critical power, an electrician is sometimes forced to work on energized circuits. M. Brey Electric, Inc. is equipped to work on energized circuits ranging from 120volt to 34,500volt. M. Brey Electric, Inc. routinely performs "Hot Work" for the United States Navy and several commercial and industrial customers. M. Brey Electric, Inc. workers are equipped with "Arc flash" protective gear when required. All safety equipment and meters are routinely tested and certified.

Obtain required permits and coordinate all inspections- As a specialty contractor and a general contractor, M. Brey electric, Inc. is accustomed to working with different agencies building departments

and public works departments to obtain the proper building permit or easements. Safety and code compliance are very important and at the forefront of every decision made by M. Brey Electric, Inc.

Install and/or repair of interior, exterior security, monument, sports field, and landscape lighting- M. Brey Electric, Inc. performs lighting maintenance for Diamond Hills Auto Group in Banning, Morongo



Band of Mission Indians, Beaumont Cherry Valley Parks District, and City of Beaumont. Also, M. Brey Electric, Inc. has installed sports field lighting, as pictured,

for the City of Palm Springs and NAWS China Lake. Additionally, M. Brey Electric, Inc. performs street light, parking lot lighting, and walkway lighting maintenance for several home owners associations including Sun Lakes Country Club and Solaria. M Brey Electric, Inc. has performed several landscape lighting entrance projects for developments.

Notify Dig Alert USA Mark Out when excavation is required- As part of a regular routine and because the type of work M. Brey Electric, Inc. is engaged in, notifying Dig Alert at least 48 hours before any excavation takes place is standard procedure. Also, M. Brey Electric, Inc. owns several pieces of underground locating equipment.

Traffic control- Although M. Brey Electric, Inc. produces its own basic traffic plans and self performs minor traffic control such as lane or shoulder closures, it subcontracts out more complex plans such as one way traffic, detours, and all freeway and highway traffic control.

As the designated service provider to Orange County Fire Authority, during the course of the contract M. Brey Electric, Inc. will possess all Federal, State, and local permits, licenses, certifications, accreditations, insurance, and approvals necessary to provide the goods and services outlined in the provided RFP. Also, all associated fees shall be the responsibility of M. Brey Electric, Inc.

Within the past five years M. Brey Electric, Inc. has performed maintenance and construction for several public agencies and communities. The following is a partial list of customers:

City of Beaumont Robert Sherwood, Director of Community Services
1310 Oak Valley Parkway Phone 951-538-3574
Beaumont, CA 92223
Time period 2013 to present

Street light pole replacement throughout the city as-needed

- Maintenance, repair, and new installations at the Waste Water Treatment Plant and Lift Stations located throughout the city
- Electrical maintenance and troubleshooting in city facilities
- Electrical installations in city facilities

City of Banning Holly Stuart, Management Analyst
99 East Ramsey Street Phone 951-922-3138
Banning, CA 92220
Time period 7-6-2016 to 6-30-2017

Electrical maintenance and troubleshooting in city facilities

- Electrical lighting in city parks
- Electrical installations in city facilities
- Electrical installations in city parks
- Airport lighting maintenance

City of San Marcos Barry Doeblner
201 Mata Way Phone 760877-1041
San Marcos, CA 92069
Time period 3-6-2017 to 3-6-2022

- Electrical installations at park facilities
- Electrical installations in city facilities
- Electrical maintenance
- Lighting maintenance

Morongo Band of Mission Indians John Covington, Reservation Services Administrator
12700 Pumarra Rd Phone 951-755-5270
Banning, CA 92220
Time Period 2012 to present

- Electrical maintenance and troubleshooting at the Waste Water Treatment Plant
- Lighting maintenance and installations

Desert AIDS Project Rob Carroll, Facilities Manager
1695 N. Sunrise Way Phone 760-656-8461
Palm Spring, CA 92262
Time Period May 1, 2017 to May 1, 2018

- Electrical facilities maintenance and new installations
- Lighting maintenance

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 Banning
Contact Individual & Title	Holly Stuart, Management Analyst
E-mail/Telephone number	hstuart@ci.banning.ca.us 951-922-3138
Date of Project & Description of services provided including contract amount	2016-2017 Maintenance Contract \$25,000
Customer Agency Name	City of Beaumont
Contact Individual & Title	Robert Aceves Maintenance Director
E-mail/Telephone number	951-377-5703
Date of Project & Description of services provided including contract amount	2013-2017 Ongoing On-Call Maintenance \$30,000
Customer Agency Name	City of San Marcos
Contact Individual & Title	Barry Doeblor Facilities Maintenance
E-mail/Telephone number	bdoeblor@san-marcos.net 760-877-1041
Date of Project & Description of services provided including contract amount	2017-2022 Maintenance Contract \$250,000
Customer Agency Name	Morongo Band of Mission Indians
Contact Individual & Title	John Covington Water Department Manager
E-mail/Telephone number	JCovington@morongo-nsn.gov 951-755-5270
Date of Project & Description of services provided including contract amount	2013-2017 Ongoing On-Call Maintenance \$35,000
Customer Agency Name	Desert AIDS Project
Contact Individual & Title	Rob Carroll Facilities Manager
E-mail/Telephone number	Rcarroll@desertaidsproject.org 760-656-8461
Date of Project & Description of services provided including contract amount	2017-2018 Maintenance Contract \$25,000

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 electrical repair and maintenance services as documented in the RFP.

Currently, M. Brey Electric, Inc. performs as needed electrical maintenance for six cities, one Indian reservation, three home owners associations, two medical care facilities, two assisted living facilities, and several restaurants. Also, our firm provides electrical service to over two thousand commercial and residential customers. Please feel free to contact the references below:

City of Banning- Mike Kawelki 951-392-6954

City of San Marcos- Barry Doeblor 760-877-1041

Desert AIDS Project- Rob Carroll 760-656-8461

2. Fire Stations and Headquarters operate as residences and commercial buildings. Describe your experience in providing services to a combination residential and commercial setting.

M. Brey Electric, Inc. performs service work at a variety of facilities including assisted living, medical facilities, hotels, commercial buildings, apartment complexes, and single family homes. Because of our experience of working in hotels and apartment complexes, M. Brey Electric, Inc.'s electricians are aware of working around peoples sleeping schedules.

3. Provide information regarding your service area and describe any travel charges based on station locations as provided in Attachment A.

The service area for M. Brey Electric, Inc. includes the following counties:

Imperial, San Diego, Orange, Los Angeles, San Bernardino, Riverside, Kern, and Ventura Counties. No travel charges will be charged from home office to station or station to home office.

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.

Services are scheduled based on the importance and need of each individual call. Calls may be answered via email or by telephone. Once our office is notified of the call, we make contact immediately. We then schedule an appointment based off of the importance of the call. Emergency services are scheduled as same day appointments. All other calls are typically scheduled one to two days out.

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.

Each day all work orders are turned into the office. The completed work orders have a signature by the customer and are entered into the system for billing. The incomplete work orders are check for the reason why they are incomplete. If parts need to be ordered the maintenance supervisor orders the parts. If more time is needed to complete the project it is placed on the schedule for the next day. If the job was a quote, the actual time and material used is compared to the quote.

6. Please describe your warranty terms for repair, parts, and service. Include your process for resolution in the case that any deficiencies are identified.

Warranty terms are 12 months from the date of acceptance of the installation. If a warranty issue arises, the maintenance supervisor or the President of the company will inspect the job and make a determination if

parts need to be replaced or repaired. If it identified that the warranty issue was caused by workmanship, our warranty period would extend beyond the required 12 months

7. Please provide information on the number of personnel available to provide requested services.

The number of service electricians is six plus the maintenance supervisor.

8. Please provide the basis for future year contract fee adjustments should OCFA elect to exercise the contract extensions.

The fee adjustment for future year contract is based on wage increases according to prevailing wage

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

Exception:

Discount off of MSRP list price

- a. Suggested change: Mark-up from material cost*
- b. Reason: Fair pricing for the customer*

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.

Refer to Attachment B to provide line item pricing. 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. These prices shall be used in ALL invoices. These prices shall include all mark ups and overhead.

Please complete this section by providing Attachment B and submit with your bid in a separate envelope or through the cost file in the online bidding system.

The OCFA reserves the right to request additional quotes and use alternate sources for completion of the work, to obtain competitive prices on any repair and replacement and to utilize information obtained under this contract relative to necessary materials and repairs as it deems appropriate.

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

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 RO2202 – Electrical Repair and Maintenance 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 the resulting Maintenance Services Agreement. **If there are any exceptions to the terms and conditions or contract they must be stated in an attachment included with the offer.** While exceptions will be considered, OCFA reserves the right to determine that an offer is non-responsive based upon any exceptions taken. OCFA's governing body reserves the right to deny any material exceptions to the contract.

- 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.

M. Brey Electric, Inc

Name of Business

408 Elm Ave

Address

Beaumont

CA

92223

City

State

Zip



April 21, 2017

Signature of Person Authorized to Sign

Date

Matthew Brey

President

Printed Name

Title

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. 581224 Class A, C-10 Expiration 12-31-2018

Department of Industrial Relations (DIR) # 1000005926

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 M. Brey Electric, Inc

Business Address 408 Elm Ave., Beaumont, CA 92223

Corporation organized under the laws of the State of California

 _____ Signature of the Corporation President

 _____ Signature of the Corporation Secretary

Date April 21, 2017



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number
581224

Entity
CORP

Business Name
M BREY ELECTRIC INCORPORATED

Classification(s)
A C10

Expiration Date
12/31/2018

www.cslb.ca.gov



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>N/A</u>	Location _____
Portion of Work/Trade _____	
Bid Amount _____	
Contractor's License Number _____	DIR Number _____

Subcontractor Name <u>N/A</u>	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 M. Brey Electric, Inc

Signature



Printed Name/Title of Business Representative Matthew Brey/President

Date April 21, 2017

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 M. Brey Electric, Inc.

Signature 

Printed Name/Title of Business Representative Matthew Brey/President


Date April 21, 2017

APPENDIX K**PREVAILING WAGE CERTIFICATION****RFP RO2202****Electrical Repair and Maintenance 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 April 21, 2017

Legal Name of Contractor M. Brey Electric, Inc

Signature 

Print Name Matthew Brey

Title President

APPENDIX L**WORKER'S COMPENSATION INSURANCE CERTIFICATION****RFP RO2202****Electrical Repair and Maintenance Services**

Labor Code section 3700 in relevant part provides:

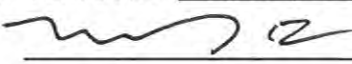
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- 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 April 21, 2017

Legal Name of Contractor M. Brey Electric, Inc.

Signature 

Print Name Matthew Brey

Title President

(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.)

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)

M. Brey Electric, Incorporated

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.)

408 Elm Ave

City, state, and ZIP code

Beaumont, CA 92223

Requester's name and address (optional)

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 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

46

1020109

Part II Certification

Under penalties of perjury, I certify that:

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

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 ▶ **April 21, 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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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,

ATTACHMENT B - PRICING SHEET (UPDATED)
RO2202 - Electrical Repair and Maintenance Services

Electrical Repair and Maintenance Services				
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)				
Item	Description	Quantity	Unit Cost	Extended Cost
1	Remove existing 20 amp receptacle and install new 20 amp receptacle along with new cover plate. Labor rate information: Classification 1: <u>Inside Wireman</u> \$ <u>86</u> /HR x Number of Hours <u>.08</u> Classification 2: <u>Electrician Apprentice</u> \$ _____ /HR x Number of Hours <u>.08</u> Materials cost \$ <u>2.40</u> Overhead cost \$ <u>1.55</u> Profit \$ <u>1.73</u>	100	\$15.20	\$1,520
2	Provide and install new 120/277 multi-voltage ballast, based off a 4 light fixture. Labor rate information: Classification 1: <u>Inside Wireman</u> \$ <u>86</u> /HR x Number of Hours <u>.125</u> Classification 2: <u>Electrical Apprentice</u> \$ <u>63</u> /HR x Number of Hours <u>.125</u> Materials cost \$ <u>21.55</u> Overhead cost \$ <u>3.31</u> Profit \$ <u>3.63</u>	200	\$47.10	\$9,420
3	Install 20 amp cord reel. Reel will be provided by OCFA with a ceiling height of 14'. Labor rate information: Classification 1: <u>Inside Wireman</u> \$ <u>86</u> /HR x Number of Hours <u>.56</u> Classification 2: <u>Electrician Apprentice</u> \$ <u>63</u> /HR x Number of Hours <u>.56</u> Materials cost \$ <u>7.20</u> Overhead cost \$ <u>10.36</u> Profit \$ <u>11.59</u>	25	\$112.59	\$2,814.75

ATTACHMENT B - PRICING SHEET (UPDATED)
RO2202 - Electrical Repair and Maintenance Services

4	<p>Install a dedicated 20 amp circuit with surface mounted EMT conduit, based on a 100' run.</p> <p>Labor rate information:</p> <p>Classification 1: <u>Inside Wireman</u></p> <p>\$ <u>86</u> /HR x Number of Hours <u>2.5</u></p> <p>Classification 2: <u>Electrician Apprentice</u></p> <p>\$ <u>63</u> /HR x Number of Hours <u>2.5</u></p> <p>Materials cost \$ <u>80.40</u></p> <p>Overhead cost \$ <u>48.75</u></p> <p>Profit \$ <u>54.28</u></p>	30	\$555.93	\$16,677.90
5	<p>Remove existing wall pack and install a new RAB Lighting Model: WP2LED24W; 110V LED wall pack.</p> <p>Labor rate information:</p> <p>Classification 1: <u>Inside Wireman</u></p> <p>\$ <u>86</u> /HR x Number of Hours <u>.35</u></p> <p>Classification 2: <u>Electrician Apprentice</u></p> <p>\$ <u>63</u> /HR x Number of Hours <u>.35</u></p> <p>Materials cost \$ <u>323</u></p> <p>Overhead cost \$ <u>22.26</u></p> <p>Profit \$ <u>23.96</u></p>	25	\$421.37	\$10,534.25
6	<p>Remove existing 20 amp GFI receptacle in bathroom or kitchen and install new GFI receptacle along with new cover plate.</p> <p>Labor rate information:</p> <p>Classification 1: <u>Inside Wireman</u></p> <p>\$ <u>86</u> /HR x Number of Hours <u>.08</u></p> <p>Classification 2: <u>Electrician Apprentice</u></p> <p>\$ <u>63</u> /HR x Number of Hours <u>.08</u></p> <p>Materials cost \$ <u>14</u></p> <p>Overhead cost \$ <u>2.13</u></p> <p>Profit \$ <u>2.34</u></p>	30	\$30.39	\$91.17

ATTACHMENT B - PRICING SHEET (UPDATED)
RO2202 - Electrical Repair and Maintenance Services

7	<p>Replace existing bathroom exhaust fan and replace with new Broan fan, Model: XB110</p> <p>Labor rate information:</p> <p>Classification 1: <u>Inside Wireman</u></p> <p>\$ <u>86</u> /HR x Number of Hours <u>25</u></p> <p>Classification 2: <u>Electrician Apprentice</u></p> <p>\$ <u>63</u> /HR x Number of Hours <u>25</u></p> <p>Materials cost \$ <u>215</u></p> <p>Overhead cost \$ <u>15.22</u></p> <p>Profit \$ <u>16.29</u></p>	20	\$283.76	\$5,675.20
8	<p>Provide and install new T8 LED light bulbs. Keep existing ballast and base off a 4 light fixture.</p> <p>Labor rate information:</p> <p>Classification 1: <u>Inside Wireman</u></p> <p>\$ <u>86</u> /HR x Number of Hours <u>01</u></p> <p>Classification 2: <u>Electrician Apprentice</u></p> <p>\$ <u>63</u> /HR x Number of Hours <u>01</u></p> <p>Materials cost \$ <u>6.47</u></p> <p>Overhead cost \$ <u>.50</u></p> <p>Profit \$ <u>.54</u></p>	1000	\$9.00	\$9,000
9	<p>Replace damaged T8 light socket end.</p> <p>Labor rate information:</p> <p>Classification 1: <u>Inside Wireman</u></p> <p>\$ <u>86</u> /HR x Number of Hours <u>15</u></p> <p>Classification 2: <u>Electrician Apprentice</u></p> <p>\$ <u>63</u> /HR x Number of Hours <u>15</u></p> <p>Materials cost \$ <u>5.39</u></p> <p>Overhead cost \$ <u>2.94</u></p> <p>Profit \$ <u>3.28</u></p>	100	\$33.96	\$3,396

ATTACHMENT B - PRICING SHEET (UPDATED)
RO2202 - Electrical Repair and Maintenance Services

10	<p>Replace damaged underground wire to a gate operator. Wire is in conduit, is 200' from panel, and 20 amp circuit.</p> <p>Labor rate information:</p> <p>Classification 1: <u>Inside Wireman</u></p> <p>\$ <u>86</u> /HR x Number of Hours <u>1.43</u></p> <p>Classification 2: <u>Electrician Apprentice</u></p> <p>\$ <u>63</u> /HR x Number of Hours <u>1.43</u></p> <p>Materials cost \$ <u>68.80</u></p> <p>Overhead cost \$ <u>29.02</u></p> <p>Profit \$ <u>32.24</u></p>	15	\$343.06	\$5,145.90
11	<p>11- Upgrade/retrofit existing 250W Metal Halides (MH) light bulb to a LED light bulb. Light fixture is mounted on an exterior light pole. LED Model # Revolution L-COR45-CW-UNV-5-MG</p> <p>Labor rate information:</p> <p>Classification 1: <u>Inside Wireman</u></p> <p>\$ <u>86</u> /HR x Number of Hours <u>.15</u></p> <p>Classification 2: <u>Electrician Apprentice</u></p> <p>\$ <u>63</u> /HR x Number of Hours <u>.15</u></p> <p>Materials cost \$ <u>142</u></p> <p>Overhead cost \$ <u>9.78</u></p> <p>Profit \$ <u>10.45</u></p>	20	\$184.58	\$3,691.60

TOTAL ANNUAL AMOUNT

\$67,966.77

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. The OCFA reserves the right to use alternate sources for completion of the work, to obtain competitive prices on any repair and replacement and to utilize information obtained under this contract relative to necessary materials and repairs as it deems appropriate.

Additional Rate Information	
Description	Rate
Labor per hour - Prevailing Wages Standard Rate: Mon through Fri, 7:00 a.m. to 5:00 p.m.	
Classification: Inside Wireman	\$ <u>118</u> /Hour
Classification: Electrician Apprentice	\$ <u>79</u> /Hour
Classification: Supervisor	\$ <u>127</u> /Hour

ATTACHMENT B - PRICING SHEET (UPDATED)
RO2202 - Electrical Repair and Maintenance Services

Labor per hour - Prevailing Wages Overtime Rate:	
Classification:	
Inside Wireman _____	\$ <u>156</u> /Hour
Classification:	
Electrician Apprentice _____	\$ <u>104</u> /Hour
Classification:	
Supervisor _____	\$ <u>168</u> /Hour
Minimum Call Out charge (if applicable)	\$250
Trip Charge (if applicable)	N/A

Additional Rate Information	
Description	Rate
Electrical Testing/Troubleshooting and Diagnosis for Repair	\$118
Percentage discount off MSRP list price (materials): Mark up from cost 5% Name and Year/Edition of Price List _____	_____ %

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

THIS AGREEMENT FOR ELECTRICAL MAINTENANCE AND REPAIR SERVICES ("Agreement") is made and entered into this _____ day of June, 2017 ("Effective Date"), by and between the Orange County Fire Authority, a California Joint Powers Authority, hereinafter referred to as "OCFA", and Williams & Maher Inc., 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 electrical maintenance and repair services at the OCFA Regional Fire Operations and Training Center, OCFA fire stations, and other OCFA properties.

B. Contractor has submitted to OCFA a proposal to provide such electrical maintenance and repair services dated April 24, 2017, 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 electrical 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 electrical 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 electrical 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 RO2202 (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 \$105,000 (One Hundred 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 two 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: Frank Maher

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 Employee Retirement System 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 to be eligible for enrollment in an employee retirement system as an employee of the OCFA, Contractor shall indemnify, defend, and hold harmless OCFA against: (1) all such claim(s) and determination(s); (2) for the payment of any employee and/or employer contributions for employee retirement system benefits on behalf of Contractor or its employees, agents or subcontractors; and (3) the payment of any penalties and interest on such contributions which would otherwise be the responsibility of the OCFA.

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.

Except for any documents required by the rules of conduct governing Contractor's profession to be owned by Contractor, 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:	Williams & Maher Inc. Attention: Frank Maher 1406 S. Ritchey St. E Santa Ana, CA 92705
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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: _____

Debbie Casper
Purchasing Manager

APPROVED AS TO FORM.

ATTEST:

By: 
DAVID E. KENDIG
GENERAL COUNSEL

Sherry A.F. Wentz
Clerk of the Board

Date: 6/14/17

"CONTRACTOR"

WILLIAMS & MAHER INC.

Date: 6/6/17

By: 
Frank Maher
Chief Financial Officer

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 multiple contracts for electrical repair and maintenance services on an as needed basis. The successful contractors will provide electrical maintenance and repair services including all personnel, labor, supervision, materials, tools and equipment required to maintain and repair electrical systems of OCFA's seventy-two fire stations, a 33,870 SQFT warehouse, seven bay air operations hangar and the RFOTC. The list of Fire Stations, facilities, 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:

- Troubleshoot and repair existing electrical systems including breakers, fuses, emergency backup power systems, automated curtain and security gates
- Repair/replace/upgrade dedicated circuits, circuit installations
- Repair/replace parking lot pole and pathway lighting
- Replace building supply transformers
- Upgrade electrical panels
- Re-route/install conduit, switches, low voltage wiring, RTU feeds
- Repair/replace controller clocks; electrical appliances; carriage lights and spot lights; breakers and fuses; lighting fixtures and internal components; receptacles and switches; occupancy sensors; centralize control systems; re-circulation pump motors; all styles of lighting systems; irrigation system pump motors

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 electrical repair and maintenance services.
- 2) Contractor must possess a valid California **C-10** 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.

Electrical Work

i. C10 – Electrical Contractor

An electrical contractor places, installs, erects or connects any electrical wires, fixtures, appliances, apparatus, raceways, conduits, solar photovoltaic cells or any part thereof, which generate, transmit, transform or utilize electrical energy in any form or for any purpose.

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.

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
 - i. Make necessary repairs to ensure that equipment, components or fixtures are operating properly and according to the manufacturer's specifications.
 - ii. Ensure that any items used to make repairs meet or better the original manufacturer (OEM) specifications.
 - iii. 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.

c. 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.

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 subjects Contractors 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.

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: WILLIAMS & MAHER, INC		
Business Parent or Ownership: CORPORATION		
Address: 1406 S. RITCHIE ST. "E" SANTA ANA CA 92705		
Business Telephone No. 714-835-5011	Business Fax No. 714-835-6571	
Business Tax I.D. Number: 33-0067869	CSLB License Number: 470441	DIR Registration Number: 1000003699
Legal form of company: (partnership, corporation, joint venture) CORPORATION		
Length of time your business has been in business: 33 YRS.	Length of time at current location: 33 YRS.	
Number of employees and Number of Current Clients 8 EMPLOYEES. 6 CURRENT CLIENTS		

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

Name: FRANK MAHER	Title: CFO
Telephone No.: 714-835-5011	E-mail: FFJMAHER@SBCGLOBAL.NET

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

Name: LARRY WILLIAMS	Title: C.E.O.
Telephone No.: 714-863-6517	E-mail: LTW501@GMAIL.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	CITY OF GARDEN GROVE
Contact Individual & Title	BILL PICKRELL MAINTENANCE SUPERVISOR
E-mail/Telephone number	BPICKRELL@CI.GARDEN-GROVE.CA.US 714-741-5383
Date of Project & Description of services provided including contract amount	YEARLY SERVICE CONTRACT \$25,000.00
Customer Agency Name	LONG BEACH UNIFIED SCHOOL DISTRICT
Contact Individual & Title	PATTY TURBYFILL ELECTRICAL SUPERVISOR
E-mail/Telephone number	PTURBYFILL@LBSCHOOLS.NET 562-997-7550
Date of Project & Description of services provided including contract amount	YEARLY SERVICE CONTRACT \$150,000.00
Customer Agency Name	O.C.F.A.
Contact Individual & Title	STEVE KLEIN FACILITIES MANAGER
E-mail/Telephone number	STEVEKLEIN@OCFA.ORG 714 573-6475
Date of Project & Description of services provided including contract amount	YEARLY SERVICE CONTRACT \$25,000.00
Customer Agency Name	CITY OF SANTA ANA
Contact Individual & Title	DAVID HENEY MAINTENANCE
E-mail/Telephone number	DHENEY@SANTA-ANA.ORG
Date of Project & Description of services provided including contract amount	YEARLY SERVICE CONTRACT \$150,000.00
Customer Agency Name	SUPERIOR COURTS
Contact Individual & Title	TODD SUNDVOLD FACILITIES MANAGER
E-mail/Telephone number	TSUNDVOLD@OCCOURTS.ORG
Date of Project & Description of services provided including contract amount	YEARLY SERVICE CONTRACT \$250,000.00

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 electrical repair and maintenance 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. Include your process for resolution in the case that any deficiencies are identified.
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 – PROPOSAL

- 1] WILLIAMS & MAHER INC. IS A FULL SERVICE ELECTRICAL CONTRACTOR, AND AS REPAIRED O.C.F.A. INTERIOR, EXTERIOR AND POLE LIGHTS, POWER PROBLEMS INCLUDING PANELS, EMERGENCY POWER, ROLL UP DOORS, & GATES. LIGHTING CONTROL FOR INTERIOR, EXTERIOR AND ALARM LIGHTING. CONTROL.
- 2] WILLIAMS & MAHER INC. HAS WORKED AT O.C.F.A., SANTA ANA AND GARDEN GROVE FIRE STATIONS FOR THE LAST 10 YEARS.
- 3] WILLIAMS & MAHER INC. IS CENTRALLY LOCATED IN SANTA ANA TO O.C.F.A. FIRE STATIONS,
- 4] SERVICE CALLS CAN BE RECEIVED AT OFFICE BY PHONE OR E-MAIL, ARE THEN ENTER INTO COMPUTER AND GIVEN JOB NUMBERS. DEPENDING ON THE URGENCY OF THE SERVICE, SCHEDULED FOR THE NEXT DAY, PHONED TO ELECTRICIAN FOR NEXT JOB, OR TO GO TO IMMEDIATELY. JOBS CAN ALSO BE SENT DIRECT TO OUR CELL PHONES FOR IMMEDIATE RESPONSE.
- 5] SERVICE ORDERS ARE ENTERED INTO COMPUTER, GIVEN A JOP NUMBER, THEN ASSIGNED TO A ELECTRCIAN. ELECTRICIAN WILL CALL WHEN JOB IS COMPLETED, FILL OUT JOB FOLDER WITH IS TIME AND ANY MATERIAL USED.
- 6] 1 YEAR PARTS AND LABOR. DEFICIENCIES ARE REPAIRED IMMEDIATELY.
- 7] SIX SERVICEMEN.
- 8] WOULD INCREASE IF PREVAILING WAGE RATE INCREASES.
- 9] MATERIAL WOULD BE COST PLUS % NOT LIST PRICE - %
- 10] PERCENTAGE PLUS COST OF MATERIAL.
- 11] OUR ELECTRICAL WHOLESALER MARKS MATERIAL FROM THERE COST UP NOT LIST DOWN.

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.

Refer to Attachment B to provide line item pricing. 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. These prices shall be used in ALL invoices. These prices shall include all mark ups and overhead.

Please complete this section by providing Attachment B and submit with your bid in a separate envelope or through the cost file in the online bidding system.

The OCFA reserves the right to request additional quotes and use alternate sources for completion of the work, to obtain competitive prices on any repair and replacement and to utilize information obtained under this contract relative to necessary materials and repairs as it deems appropriate.

"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 RO2202 – Electrical Repair and Maintenance 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.

WILLIAMS & MAHER INC
 Name of Business
1406 S. RITCHEY STREET UNIT "E"
 Address
SANTA ANA CA 92705
 City State Zip
Frank Maher 4/24/17
 Signature of Person Authorized to Sign Date
FRANK MAHER C.F.O.
 Printed Name Title

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. 470441 Class C10 B Expiration 3/31/19

Department of Industrial Relations (DIR) # 1000003699

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 WILLIAMS & MAHER INC

Business Address 1406 S. RITCHEY STREET UNIT "E" SANTA ANA, CA. 92705

Corporation organized under the laws of the State of California



Signature of the Corporation President



Signature of the Corporation Secretary

Date 4/24/19

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>NONE</u>	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 WILLIAMS & MAHER INC

Signature



Printed Name/Title of Business Representative FRANK MAHER

Date

4/24/17

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.

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 WILLIAMS & MAHER, INC

Signature Frank Maher

Printed Name/Title of Business Representative FRANK MAHER C.F.O.

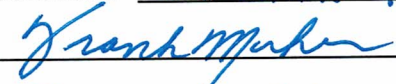
Date 4/24/17

APPENDIX K**PREVAILING WAGE CERTIFICATION****RFP RO2202****Electrical Repair and Maintenance 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 4/24/17

Legal Name of Contractor WILLIAMS & MAHER INC

Signature 

Print Name FRANK MAHER

Title C.F.O.

APPENDIX L**WORKER'S COMPENSATION INSURANCE CERTIFICATION****RFP RO2202****Electrical Repair and Maintenance 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 4/24/17

Legal Name of Contractor WILLIAMS & MAHER INC.

Signature Frank Maher

Print Name FRANK MAHER

Title C.F.O.

(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.)

ATTACHMENT B - PRICING SHEET (UPDATED)
RO2202 - Electrical Repair and Maintenance Services

<p align="center">Electrical Repair and Maintenance Services 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)</p>				
Item	Description	Quantity	Unit Cost	Extended Cost
1	<p>Remove existing 20 amp receptacle and install new 20 amp receptacle along with new cover plate.</p> <p>Labor rate information:</p> <p>Classification 1: MAINTENANCE ELECTRICIAN</p> <p>\$62.00 x Number of Hours .50</p> <p>Classification 2: _____</p> <p>\$ _____/HR x Number of Hours ____0____</p> <p>Materials cost \$5.73</p> <p>Overhead cost \$.57</p> <p>Profit \$.32</p>	100	\$37.14	\$3,714.00
2	<p>Provide and install new 120/277 multi-voltage ballast, based off a 4 light fixture.</p> <p>Labor rate information:</p> <p>Classification 1: MAINTENANCE ELECTRICIAN</p> <p>\$62.00 x Number of Hours .5</p> <p>Classification 2: _____</p> <p>\$ _____/HR x Number of Hours _____</p> <p>Materials cost \$17.35</p> <p>Overhead cost \$1.74</p> <p>Profit \$.95</p>	200	\$51.04	\$10,208.00
3	<p>Install 20 amp cord reel. Reel will be provided by OCFA with a ceiling height of 14'.</p> <p>Labor rate information:</p> <p>Classification 1: MAINTENANCE ELECTRICIAN</p> <p>\$62.00 x Number of Hours 4</p> <p>Classification 2: 0</p> <p>\$ _____/HR x Number of Hours _____</p> <p>Materials cost \$8.62</p> <p>Overhead cost \$.86</p> <p>Profit \$.47</p>	25	\$257.95	\$6,448.75

ATTACHMENT B - PRICING SHEET (UPDATED)
RO2202 - Electrical Repair and Maintenance Services

4	<p>Install a dedicated 20 amp circuit with surface mounted EMT conduit, based on a 100' run.</p> <p>Labor rate information:</p> <p>Classification 1: ELECTRICIAN</p> <p>\$80.00 x Number of Hours 10</p> <p>Classification 2: _____</p> <p>\$ _____/HR x Number of Hours _____</p> <p>Materials cost \$132.56</p> <p>Overhead cost \$13.26</p> <p>Profit \$7.29</p>	30	\$953.11	\$28,593.30
5	<p>Remove existing wall pack and install a new RAB Lighting Model: WP2LED24W; 110V LED wall pack.</p> <p>Labor rate information:</p> <p>Classification 1: MAINTENANCE ELECTRICIAN</p> <p>\$62.00 x Number of Hours 1.5</p> <p>Classification 2: _____</p> <p>\$ _____/HR x Number of Hours _____</p> <p>Materials cost \$149.77</p> <p>Overhead cost \$14.98</p> <p>Profit \$8.25</p>	25	\$266.00	\$6,650.00
6	<p>Remove existing 20 amp GFI receptacle in bathroom or kitchen and install new GFI receptacle along with new cover plate.</p> <p>Labor rate information:</p> <p>Classification 1: MAINTENANCE ELECTRICIAN</p> <p>\$62.00 x Number of Hours .5</p> <p>Classification 2: _____</p> <p>\$ _____/HR x Number of Hours _____</p> <p>Materials cost \$18.86</p> <p>Overhead cost \$1.89</p> <p>Profit \$1.04</p>	30	\$52.79	\$1,583.70

ATTACHMENT B - PRICING SHEET {UPDATED}
RO2202 - Electrical Repair and Maintenance Services

7	<p>Replace existing bathroom exhaust fan and replace with new Broan fan, Model: XB110</p> <p>Labor rate information:</p> <p>Classification 1: MAINTENANCE ELECTRICIAN</p> <p>\$62.00 x Number of Hours 2</p> <p>Classification 2: _____</p> <p>\$_____/HR x Number of Hours _____</p> <p>Materials cost \$249.04</p> <p>Overhead cost \$24.90</p> <p>Profit \$13.70</p>	20	\$411.64	\$8,232.80
8	<p>Provide and install new T8 LED light bulbs. Keep existing ballast and base off a 4 light fixture.</p> <p>Labor rate information:</p> <p>Classification 1: MAINTENANCE ELECTRICIAN</p> <p>\$62.00 x Number of Hours .25</p> <p>Classification 2: _____</p> <p>\$_____/HR x Number of Hours _____</p> <p>Materials cost \$36.64</p> <p>Overhead cost \$3.66</p> <p>Profit \$2.02</p>	1000	\$57.82	\$57,820.00
9	<p>Replace damaged T8 light socket end.</p> <p>Labor rate information:</p> <p>Classification 1: MAINTENANCE ELECTRICIAN</p> <p>\$62.00 x Number of Hours .15</p> <p>Classification 2: _____</p> <p>\$_____/HR x Number of Hours _____</p> <p>Materials cost \$1.35</p> <p>Overhead cost \$.14</p> <p>Profit \$.07</p>	100	\$10.86	\$1,086.00

ATTACHMENT B - PRICING SHEET (UPDATED)
RO2202 - Electrical Repair and Maintenance Services

10	<p>Replace damaged underground wire to a gate operator. Wire is in conduit, is 200' from panel, and 20 amp circuit.</p> <p>Labor rate information:</p> <p>Classification 1: MAINTENANCE ELECTRICIAN</p> <p>\$62.00 x Number of Hours 4</p> <p>Classification 2: _____</p> <p>\$ _____/HR x Number of Hours 0</p> <p>Materials cost \$108.02</p> <p>Overhead cost \$10.80</p> <p>Profit \$5.94</p>	15	\$372.76	\$5,591.40
11	<p>11- Upgrade/retrofit existing 250W Metal Halides (MH) light bulb to a LED light bulb. Light fixture is mounted on an exterior light pole. LED Model # Revolution L-COR45-CW-UNV-5-MG</p> <p>Labor rate information:</p> <p>Classification 1: MAINTENANCE ELECTRICIAN</p> <p>\$62.00 x Number of Hours 1</p> <p>Classification 2: _____</p> <p>\$ _____/HR x Number of Hours 0</p> <p>Materials cost \$181.02</p> <p>Overhead cost \$18.10</p> <p>Profit \$9.96</p>	20	\$271.08	\$5,421.60

TOTAL ANNUAL AMOUNT \$135,349.55

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. The OCFA reserves the right to use alternate sources for completion of the work, to obtain competitive prices on any repair and replacement and to utilize information obtained under this contract relative to necessary materials and repairs as it deems appropriate.

Additional Rate Information	
Description	Rate
Labor per hour - Prevailing Wages Standard Rate: Mon through Fri, 7:00 a.m. to 5:00 p.m.	
Classification: MAINTENANCE ELECTRICIAN	\$62.00
Classification: ELECTRICIAN	\$80.00
Classification: SOUND INSTALLER	\$64.00

ATTACHMENT B - PRICING SHEET {UPDATED}
RO2202 - Electrical Repair and Maintenance Services

Labor per hour - Prevailing Wages Overtime Rate:	
Classification:	
MAINTENANCE ELECTRICIAN	\$76.00
Classification:	
ELECTRICIAN	\$104.00
Classification:	
SOUND INSTALLER	\$78.00
Minimum Call Out charge (if applicable)	\$0.00
Trip Charge (if applicable)	\$0.00

Additional Rate Information	
Description	Rate
Electrical Testing/Troubleshooting and Diagnosis for Repair	\$80.00
Percentage discount off MSRP list price (materials):	
Name and Year/Edition of Price List TRADE SERVICES 2017	20%

ORANGE COUNTY FIRE AUTHORITY ELECTRICAL MAINTENANCE AND REPAIR AGREEMENT

THIS AGREEMENT FOR ELECTRICAL MAINTENANCE AND REPAIR SERVICES ("Agreement") is made and entered into this _____ day of June, 2017 ("Effective Date"), by and between the Orange County Fire Authority, a California Joint Powers Authority, hereinafter referred to as "OCFA", and Inter-Pacific Inc., 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 electrical maintenance and repair services at the OCFA Regional Fire Operations and Training Center, OCFA fire stations, and other OCFA properties.

B. Contractor has submitted to OCFA a proposal to provide such electrical maintenance and repair services dated April 21, 2017, 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 electrical 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 electrical 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 electrical 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 RO2202 (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 \$95,000 (Ninety-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 two 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: Matthew Endter

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 Employee Retirement System 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 to be eligible for enrollment in an employee retirement system as an employee of the OCFA, Contractor shall indemnify, defend, and hold harmless OCFA against: (1) all such claim(s) and determination(s); (2) for the payment of any employee and/or employer contributions for employee retirement system benefits on behalf of Contractor or its employees, agents or subcontractors; and (3) the payment of any penalties and interest on such contributions which would otherwise be the responsibility of the OCFA.

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.

Except for any documents required by the rules of conduct governing Contractor's profession to be owned by Contractor, 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:	Inter-Pacific Inc. Attention: Matthew Endter 1421 Edinger Ave. Unit A Tustin, CA 92780
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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: _____

Debbie Casper
Purchasing Manager

APPROVED AS TO FORM.

ATTEST:

By: 
DAVID E. KENDIG
GENERAL COUNSEL

Sherry A.F. Wentz
Clerk of the Board

Date: 6/14/17

"CONTRACTOR"

INTER-PACIFIC INC.

Date: 6/8/2017.

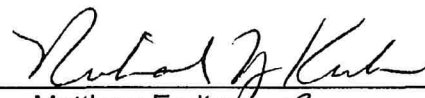
By: 
~~Matthew Endter~~ RICHARD KUK
~~Project Engineer~~ PRESIDENT

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 multiple contracts for electrical repair and maintenance services on an as needed basis. The successful contractors will provide electrical maintenance and repair services including all personnel, labor, supervision, materials, tools and equipment required to maintain and repair electrical systems of OCFA's seventy-two fire stations, a 33,870 SQFT warehouse, seven bay air operations hangar and the RFOTC. The list of Fire Stations, facilities, 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:

- Troubleshoot and repair existing electrical systems including breakers, fuses, emergency backup power systems, automated curtain and security gates
- Repair/replace/upgrade dedicated circuits, circuit installations
- Repair/replace parking lot pole and pathway lighting
- Replace building supply transformers
- Upgrade electrical panels
- Re-route/install conduit, switches, low voltage wiring, RTU feeds
- Repair/replace controller clocks; electrical appliances; carriage lights and spot lights; breakers and fuses; lighting fixtures and internal components; receptacles and switches; occupancy sensors; centralize control systems; re-circulation pump motors; all styles of lighting systems; irrigation system pump motors

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 electrical repair and maintenance services.
- 2) Contractor must possess a valid California **C-10** 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.

Electrical Work

i. C10 – Electrical Contractor

An electrical contractor places, installs, erects or connects any electrical wires, fixtures, appliances, apparatus, raceways, conduits, solar photovoltaic cells or any part thereof, which generate, transmit, transform or utilize electrical energy in any form or for any purpose.

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.

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
 - i. Make necessary repairs to ensure that equipment, components or fixtures are operating properly and according to the manufacturer's specifications.
 - ii. Ensure that any items used to make repairs meet or better the original manufacturer (OEM) specifications.
 - iii. 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.

c. 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.

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 subjects Contractors 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.

Transmittal Letter
RFP # RO2202
Electrical Repair and Maintenance Services

Rothchild Ong
Assistant Purchasing Agent
Orange County Fire Authority
Purchasing Department
1 Fire Authority Road, BLDG C
Irvine, CA 92602

April 21, 2017

Matthew Endter
Project Engineer
Inter-Pacific Inc.
1421 Edinger Avenue Unit A
Tustin, CA 92780

Dear Rothchild,

Please formally accept this proposal from Inter-Pacific Incorporated in response to the request for proposals number RO2202. If there are any questions related to the technical aspects of the proposal they should be directed to me.

Your consideration of our proposal is greatly appreciated.

Sincerely,

Matthew Endter

Enclosure: Response File, Corporate Profile, Appendix C Proposal Questionnaire

Company Profile



**Inter-Pacific, Inc.
1421 Edinger Ave Unit A
Tustin, CA 92780
C-10, C-7 License #917831**

**Central Office
1278 Barclay Blvd
Buffalo Grove, IL 60089**

**East Office
2714 W. Mercury Blvd
Hampton, VA 23666**

**877-605-8414
www.inter-pacific.com
FEIN 20-0514362
GSA Contract GS-07F-5611P
Cage Code 3A4G3**

INTER-PACIFIC, INC CORPORATE PROFILE

Inter-Pacific is a Nationwide Electrical and Communications Contractor with offices in Tustin, CA, near Chicago, IL and in Hampton, VA since 2002. Inter-Pacific provides complete System Integration services including design and engineering for the Federal, State, and Municipal government agencies. We provide training and new product development information critical to successful implementation and maintenance to many projects of various size. Inter-Pacific is a Veteran owned, Disadvantaged Minority Enterprise.

Services available and/or provided by Inter-Pacific, Inc are;

1. Lighting Upgrades
2. Electrical Panel upgrades
3. UPS and Generator maintenance
4. Trenching and Boring
5. Full CCTV/ Video Surveillance design, integration and installation
6. Structured Cabling and Network installation
7. Fiber Optic cabling, connection and switching
8. Wireless integration, point to point and multi-point
9. Control Room and Public Address systems
10. Access Control and Communication

Inter-Pacific, Inc. is a Equal Employment Opportunities employer. All questions concerning the Inter-Pacific EEO program can be answered by the President, Richard Kuk.

Additional information can be found on the website at www.inter-pacific.com.

INSURANCE AND BOND REQUIREMENTS

Inter-Pacific, Inc. is fully insured and bonded for \$5,000,000.00.

Additional information is available upon request.

REFERENCES

US Bureau of Land Management, Lorton VA, Willie Bethune 202-912-7027

Design and Build of a new LED lighting system for the Meadowood Equestrian Center. Includes underground boring, installation of 15 new poles, installation of new electrical panel and a control system with generator feed.

Kern County, CA Unified School District, George Carson, gecarson@kern.org

Installation of new WAN fiber network connecting 3 schools. Boring and placement of man holes and conduit over 2 miles to provide high speed network connectivity.

RAB Electric, Irwindale, CA Richard Beltan 626-429-0517

Subcontractor to RAB Electric:

- John Wayne Airport , Electrical Service Upgrade for Fuel Station. Installed new electrical service and Edison Transformer pad.
- Metropolitan State Hospital – Retrofit existing lighting from 2,300 Volt to 208 Volt circuits with new luminaries, new wiring and grounding

RP Controls, Anaheim, CA 714- 202 0513

Subcontractor to RP Controls:

- City Wildomar Water Treatment Plant, Installed new backup generator, Installed new LED lights and branch circuits for new compressors, filters, and surveillance system.

US Air Force, Kirtland AFB, NM, Monte Waters 505-846-6209

Complete Design and Build of base wide CCTV system including structured cabling, fiber optic expansion, electrical improvements, trenching, and boring. Installation of a new Control Room with multiple monitoring stations.

City of Fullerton, CA, Tim Campbell 714-738-6897

Complete upgrade of City wide structured cabling upgrade including over 600 data drops over 15 facilities.

Veterans Administration, Spokane WA, Diana Curl 208-429-2031

Facility-wide Electrical upgrade in support of LAN upgrade including installation of new panels and outlets.

USCG TRACEN Yorktown, VA – Terry Ellis 757-856-2150

Design and Build Facility wide IP based CCTV system consisting over 200 cameras including LPR cameras. Established a base wide fiber network with multiple monitoring station for the security forces.

Additional references available upon request

Personnel

Inter-Pacific will assign three key personnel to complete the project. All assigned employees shall be well qualified for the roles which they shall perform.

Richard Kuk – President, Project Manager

- Experience
 - Sprint/Nextel Communications – Engineering Manager supervisor to 14 Engineers maintaining the Wisconsin, Indiana, Illinois network. Worked with Motorola to implement all new technologies.
 - USAF Captain – Defense Contract Management Command (DCMC) Program Manager for Sundstrand Aerospace overseeing team of Contracting, Engineers, QA and Finance personnel.
 - USAF Procurement Officer for Columbus AFB, MS Defense Acquisition Professional Level II Certified
 - DePaul University, MBA
 - USAF Academy, Bachelor of Science

Christopher Kwon – Electrical Engineer, P.E.

- Education
 - Bachelor of Science – Electrical Engineering. University of Illinois at Chicago 2008
 - Masters of Energy Engineering, University of Illinois at Chicago 2010
- Project Experience
 - University of Michigan – Central Switching Station upgrades – Electrical Engineer responsible for preparing design calculations for switching station upgrades
 - Alliant Energy – Ottumwa Generating Station Extension Study – Project Engineer
 - Alliant Energy – Columbia Energy Center Emissions Reduction Project
 - US Naval Academy – Repair Macdonough Hall – Engineer responsible for design of lighting and power upgrades for an athletic facility including replacement of existing switchgear, motor control center, and distribution panelboards.

Benjamin Hurtado – Electrician

- Experience
 - CA Journeyman License #154219
 - ABC Apprenticeship 4.5 year program
 - Electrician Supervisor – Oregon National Guard , Electrical Heating upgrade for warehouse
 - Specialist in lighting and control system

Michael Chung – Project Coordinator

- Experience
 - US Marine Corp, Camp Pendleton, Mechanic
 - Project Coordinator – Oregon National Guard , Electrical Heating upgrade for warehouse
 - Project Coordinator – Vandenberg AFB Base Wide Surveillance System

Warranty Information

Inter-Pacific, Inc. provides 1 year Limited Warranty on all installation projects. Additional labor warranty up to 5 years can be purchased. Equipment warranties are provided by the manufacturer of the equipment.

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: Inter-Pacific Inc.		
Business Parent or Ownership:		
Address: 1421 Edinger Ave Unit A, Tustin, CA 92780		
Business Telephone No. 949-529-5977	Business Fax No. 949-529-5978	
Business Tax I.D. Number: 20-0514362	CSLB License Number: 917831	DIR Registration Number: 1000011377
Legal form of company: (partnership, corporation, joint venture) Corporation		
Length of time your business has been in business: 15 Years	Length of time at current location: 2 Years	
Number of employees and Number of Current Clients Number of Employees: 20 Number of Current Clients: 10		

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

Name: Richard Kuk	Title: President
Telephone No.: 949-529-5977 ext 107	E-mail: RKuk@Inter-Pacific.com

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

Name: Matthew Endter	Title: Project Engineer
Telephone No.: 949-529-5977 ext 206	E-mail: Mendter@inter-pacific.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	US Bureau of Land Management, Lorton, VA
Contact Individual & Title	Willie Bethune Title: Project Point of Contact
E-mail/Telephone number	Phone # 202-912-7027
Date of Project & Description of services provided including contract amount	Design and Build new LED Lighting system for Meadowood Equestrian Center Included underground boring, installation of 15 new poles, installation of new electrical panel and a control system with generator feed.
Customer Agency Name	Veterans Administration, Spokane, WA
Contact Individual & Title	Diana Curl - VA Project Engineer
E-mail/Telephone number	Phone # 208-429-2031
Date of Project & Description of services provided including contract amount	Facility-wide electrical upgrade in support of LAN upgrade including installation of new panels and outlets
Customer Agency Name	City of Fullerton, CA
Contact Individual & Title	Tim Campbell - City Project Supervisor
E-mail/Telephone number	Phone # 714-738-6897
Date of Project & Description of services provided including contract amount	Complete city wide structured cabling upgrade including over 600 data drops over 15 facilities
Customer Agency Name	US Air Force, Kirtland AFB, New Mexico
Contact Individual & Title	Monte Waters - AFB Project Officer
E-mail/Telephone number	Phone # 505-846-6209
Date of Project & Description of services provided including contract amount	Complete Design and Build base-wide CCTV system including structured cabling, fiber optic expansion, electrical improvements, trenching, and boring
Customer Agency Name	John Wayne Airport - Subcontractor to RAB Electric
Contact Individual & Title	Richard Beltran - Project Engineer
E-mail/Telephone number	Phone # 626-429-0517
Date of Project & Description of services provided including contract amount	Electrical Service upgrade for fuel station. Installed new electrical service and Edison transformer pad

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 electrical repair and maintenance 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. Include your process for resolution in the case that any deficiencies are identified.
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.

Refer to Attachment B to provide line item pricing. 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. These prices shall be used in ALL invoices. These prices shall include all mark ups and overhead.

Please complete this section by providing Attachment B and submit with your bid in a separate envelope or through the cost file in the online bidding system.

The OCFA reserves the right to request additional quotes and use alternate sources for completion of the work, to obtain competitive prices on any repair and replacement and to utilize information obtained under this contract relative to necessary materials and repairs as it deems appropriate.

"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 RO2202 – Electrical Repair and Maintenance 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 the resulting Maintenance Services Agreement. **If there are any exceptions to the terms and conditions or contract they must be stated in an attachment included with the offer.** While exceptions will be considered, OCFA reserves the right to determine that an offer is non-responsive based upon any exceptions taken. OCFA's governing body reserves the right to deny any material exceptions to the contract.

- 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.

Inter-Pacific Inc.

Name of Business

1421 Edinger Ave Unit A

Address

Tustin

CA

92780

City

State

Zip

Matthew Endter

4/21/2017

Signature of Person Authorized to Sign

Date

Matthew Endter

Project Engineer

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: Inter-Pacific Inc.

Party's Address: 1421 Edinger Ave Unit A, Tustin, CA 92780

Party's Telephone: 949-529-5977

Solicitation Title and Number: Electrical Repair and Maintenance Services RO2202

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

Elizabeth Swift, Chair

City of Buena Park

Dave Harrington, Director

City of Aliso Viejo

Joseph Muller, Director

City of Dana Point

Michele Steggell, Director

City of La Palma

Laurie Davies, Director

City of Laguna Niguel

Leah Basile, Director

City of Lake Forest

Gene Hernandez, Director

City of Yorba Linda

Carol Gamble, Director

City of Rancho Santa Margarita

Sergio Farias, Director

City of San Juan Capistrano

Ellery Deaton, Director

City of Seal Beach

Al Murray, Director

City of Tustin

Tri Ta, Director

City of Westminster

Todd Spitzer, Director

County of Orange

Ed Sachs, Vice Chair

City of Mission Viejo

Rob Johnson, Director

City of Cypress

Melissa Fox, Director

City of Irvine

Don Sedgwick, Director

City of Laguna Hills

Noel Hatch, Director

City of Laguna Woods

Shelley Hasselbrink, Director

City of Los Alamitos

Craig Green, Director

City of Placentia

Tim Brown, Director

City of San Clemente

Vicente Sarmiento, Director

City of Santa Ana

David John Shawver, Director

City of Stanton

Bill Nelson, Director

City of Villa Park

Lisa Bartlett, Director

County of Orange

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. 917831 Class C-10 Expiration 07/31/2018

Department of Industrial Relations (DIR) # 1000011377

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 Inter-Pacific Inc.

Business Address 1421 Edinger Avenue Unit A, Tustin, CA 92780

Corporation organized under the laws of the State of California

Richard G. Kue

Signature of the Corporation President

Jose Velasquez

Signature of the Corporation Secretary

Date 4/21/2017

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>Not Applicable, no subcontractors</u>		Location	_____
Portion of Work/Trade	<u>will be used</u>			
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 Inter-Pacific Inc.

Signature Matthew Endter

Printed Name/Title of Business Representative Matthew Endter / Project Engineer

Date 4/21/2017

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

Any questions regarding the Equal Employment Opportunity Program
at Inter-Pacific can be directed to Richard Kuk the company
president at 949-529-5977 ext 107

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.

No exceptions

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 Inter-Pacific Inc.

Signature Matthew Endter

Printed Name/Title of Business Representative Matthew Endter - Project Engineer

Date 4/21/2017

APPENDIX K**PREVAILING WAGE CERTIFICATION****RFP RO2202****Electrical Repair and Maintenance 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 4/21/2017

Legal Name of Contractor Inter-Pacific Inc.

Signature Matthew Endter

Print Name Matthew Endter

Title Project Engineer

APPENDIX L**WORKER'S COMPENSATION INSURANCE CERTIFICATION****RFP RO2202**

Electrical Repair and Maintenance 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 4/21/2017

Legal Name of Contractor Inter-Pacific Inc.

Signature Matthew Endter

Print Name Matthew Endter

Title Project Engineer

(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.)

APPENDIX C – PROPOSAL QUESTIONNAIRE

1. Provide information that demonstrates the competence of your business to provide the electrical repair and maintenance services as documented in the RFP.

Inter-Pacific Incorporated has been providing electrical services to clients now for 5 years. Some of the more high profile clients we've worked with include the US bureau of Land Management, John Wayne Airport, the City of Fullerton and US Air Force Base Kirtland. Inter-Pacific Electricians are licensed in the State of California and have taken OSHA approved jobsite safety courses.

2. Fire Stations and Headquarters operate as residences and commercial buildings. Describe your experience in providing services to a combination residential and commercial setting.

The majority of our business is conducted with the Federal government, particularly with Air Force Bases, Naval bases, Army, and the Coast Guard. With each of these organizational areas we have provided services in 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.

Inter-Pacific Incorporated provides services nationwide. Regarding travel charges we charge a flat rate of \$75 for each service trip performed.

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.

At Inter-Pacific Incorporated we work with the client to schedule services at days and times that work for them. We are flexible to come as often or as little as the OC Fire Authority has need. Our on call response time regarding telephone notification is within 4 hours during regular business hours M-F 9 A.M. to 5 P.M. and next day after that. Service calls are received by technical support staff and a support ticket is generated in our Spiceworks ticket management system. After the service ticket is entered, the technical support associate schedules an electrician to come on site and coordinates with the client.

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.

Quality of services are monitored using our Spiceworks support ticket system. Managers for each office location CA, IL, VA monitor tickets to ensure timely resolution and receive all progress entries entered by electricians and office staff. If a ticket remains open too long, one of the managers addresses the electricians and office staff handling the issue and remedial action is taken.

6. Please describe your warranty terms for repair, parts, and service. Include your process for resolution in the case that any deficiencies are identified.

Inter-Pacific incorporated warrants installation labor from one year from date of completion. All parts utilized carry the manufacturers factory warranty. Repairs are warranted for 30 days from the date the repair was made. The process for resolution in case deficiencies are identified is to address the issue professionally and support good client relations.

7. Please provide information on the number of personnel available to provide requested services.

Personnel available to provide the requested services are 10.

8. Please provide the basis for future year contract fee adjustments should OCFA elect to exercise the contract extensions.

The basis for future year contract fee adjustments is the average rate of inflation. The contract fees will adjust according to the average yearly rate of inflation.

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 are being taken.

ATTACHMENT B - PRICING SHEET (UPDATED)
RO2202 - Electrical Repair and Maintenance Services

Electrical Repair and Maintenance Services				
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)				
Item	Description	Quantity	Unit Cost	Extended Cost
1	Remove existing 20 amp receptacle and install new 20 amp receptacle along with new cover plate. Labor rate information: Classification 1: <u>Inside Wireman Electrician</u> \$ <u>60.68</u> /HR x Number of Hours <u>1</u> Classification 2: <u>Maintenance Electrician</u> \$ 42.56 /HR x Number of Hours <u>1</u> Materials cost \$ <u>20</u> Overhead cost \$ <u>5</u> Profit \$ <u>10</u>	100	95.68	\$9,568 \$9,600 \$9,610
2	Provide and install new 120/277 multi-voltage ballast, based off a 4 light fixture. Labor rate information: Classification 1: <u>Inside Wireman Electrician</u> \$ <u>60.68</u> /HR x Number of Hours _____ Classification 2: <u>Maintenance Electrician</u> \$ <u>42.56</u> /HR x Number of Hours _____ Materials cost \$ <u>35</u> Overhead cost \$ <u>10</u> Profit \$ <u>5</u>	200	\$110.68	\$22,136 \$22,100 \$22,136
3	Install 20 amp cord reel. Reel will be provided by OCFA with a ceiling height of 14'. Labor rate information: Classification 1: <u>Inside Wireman Electrician</u> \$ <u>60.68</u> /HR x Number of Hours <u>1</u> Classification 2: <u>Maintenance Electrician</u> \$ <u>42.56</u> /HR x Number of Hours <u>1</u> Materials cost \$ <u>5</u> Overhead cost \$ <u>5</u> Profit \$ <u>10</u>	25	\$80.68	\$2,017 \$2,000 \$2,017

ATTACHMENT B - PRICING SHEET (UPDATED)
RO2202 - Electrical Repair and Maintenance Services

4	<p>Install a dedicated 20 amp circuit with surface mounted EMT conduit, based on a 100' run.</p> <p>Labor rate information:</p> <p>Classification 1: <u>Inside Wireman Electrician</u></p> <p>\$ <u>60.68</u>/HR x Number of Hours <u>4</u></p> <p>Classification 2: <u>Maintenance Electrician</u></p> <p>\$ <u>N/A</u> /HR x Number of Hours <u>N/A</u></p> <p>Materials cost \$ <u>70</u></p> <p>Overhead cost \$ <u>5</u></p> <p>Profit \$ <u>5</u></p>	30	\$322.72	\$0.00 \$9,681.6
5	<p>Remove existing wall pack and install a new RAB Lighting Model: WP2LED24W; 110V LED wall pack.</p> <p>Labor rate information:</p> <p>Classification 1: <u>Inside Wireman Electrician</u></p> <p>\$ <u>60.68</u>/HR x Number of Hours <u>1</u></p> <p>Classification 2: <u>Maintenance Electrician</u></p> <p>\$ <u>N/A</u> /HR x Number of Hours <u>N/A</u></p> <p>Materials cost \$ <u>212</u></p> <p>Overhead cost \$ <u>40</u></p> <p>Profit \$ <u>40</u></p>	25	352.68	\$0.00 \$8,817
6	<p>Remove existing 20 amp GFI receptacle in bathroom or kitchen and install new GFI receptacle along with new cover plate.</p> <p>Labor rate information:</p> <p>Classification 1: <u>Inside Wireman Electrician</u></p> <p>\$ <u>60.68</u>/HR x Number of Hours <u>1</u></p> <p>Classification 2: <u>Maintenance Electrician</u></p> <p>\$ <u>42.56</u>/HR x Number of Hours <u>1</u></p> <p>Materials cost \$ <u>20</u></p> <p>Overhead cost \$ <u>5</u></p> <p>Profit \$ <u>30</u></p>	30	\$115.68	\$0.00 \$3,470.4

ATTACHMENT B - PRICING SHEET (UPDATED)
RO2202 - Electrical Repair and Maintenance Services

7	<p>Replace existing bathroom exhaust fan and replace with new Broan fan, Model: XB110</p> <p>Labor rate information:</p> <p>Classification 1: <u>Inside Wireman Electrician</u></p> <p>\$ <u>60.68</u>/HR x Number of Hours <u>1</u></p> <p>Classification 2: <u>Maintenance Electrician</u></p> <p>\$ <u>42.56</u>/HR x Number of Hours <u>1</u></p> <p>Materials cost \$ <u>150</u></p> <p>Overhead cost \$ <u>40</u></p> <p>Profit \$ <u>50</u></p>	20	\$300.68	\$0.00 \$6,013.6
8	<p>Provide and install new T8 LED light bulbs. Keep existing ballast and base off a 4 light fixture.</p> <p>Labor rate information:</p> <p>Classification 1: <u>Inside Wireman Electrician</u></p> <p>\$ <u>60.68</u>/HR x Number of Hours <u>1/2</u></p> <p>Classification 2: <u>Maintenance Electrician</u></p> <p>\$ <u>42.56</u>/HR x Number of Hours <u>1/2</u></p> <p>Materials cost \$ <u>8</u></p> <p>Overhead cost \$ <u>10</u></p> <p>Profit \$ <u>10</u></p>	1000	\$58.34	\$0.00 \$58,340
9	<p>Replace damaged T8 light socket end.</p> <p>Labor rate information:</p> <p>Classification 1: <u>Inside Wireman Electrician</u></p> <p>\$ <u>60.68</u>/HR x Number of Hours <u>1/10th</u></p> <p>Classification 2: <u>Maintenance Electrician</u></p> <p>\$ <u>42.56</u>/HR x Number of Hours <u>1/10th</u></p> <p>Materials cost \$ <u>1</u></p> <p>Overhead cost \$ <u>3</u></p> <p>Profit \$ <u>15</u></p>	100	\$25.07	\$0.00 \$2,507

ATTACHMENT B - PRICING SHEET (UPDATED)
RO2202 - Electrical Repair and Maintenance Services

10	<p>Replace damaged underground wire to a gate operator. Wire is in conduit, is 200' from panel, and 20 amp circuit.</p> <p>Labor rate information:</p> <p>Classification 1: <u>Inside Wireman Electrician</u></p> <p>\$ <u>60.68</u> /HR x Number of Hours <u>2</u></p> <p>Classification 2: <u>Maintenance Electrician</u></p> <p>\$ <u>N/A</u> /HR x Number of Hours <u>N/A</u></p> <p>Materials cost \$ <u>100</u></p> <p>Overhead cost \$ <u>70</u></p> <p>Profit \$ <u>75</u></p>	15	\$366.36	\$0.00 \$5,495.4
11	<p>11- Upgrade/retrofit existing 250W Metal Halides (MH) light bulb to a LED light bulb. Light fixture is mounted on an exterior light pole. LED Model # Revolution L-COR45-CW-UNV-5-MG</p> <p>Labor rate information:</p> <p>Classification 1: <u>Inside Wireman Electrician</u></p> <p>\$ <u>60.68</u> /HR x Number of Hours <u>1</u></p> <p>Classification 2: <u>Maintenance Electrician</u></p> <p>\$ <u>42.56</u> /HR x Number of Hours <u>1</u></p> <p>Materials cost \$ <u>190</u></p> <p>Overhead cost \$ <u>25</u></p> <p>Profit \$ <u>30</u></p>	20	\$305.68	\$0.00 \$6,113.60

TOTAL ANNUAL AMOUNT ~~\$134,159.60~~

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. The OCFA reserves the right to use alternate sources for completion of the work, to obtain competitive prices on any repair and replacement and to utilize information obtained under this contract relative to necessary materials and repairs as it deems appropriate.

Additional Rate Information	
Description	Rate
<p>Labor per hour - Prevailing Wages Standard Rate: Mon through Fri, 7:00 a.m. to 5:00 p.m.</p> <p>Classification:</p> <p><u>#1 Inside Wireman Electrician</u></p> <p>Classification:</p> <p><u>#2 Maintenance Electrician</u></p> <p>Classification:</p> <p>_____</p>	<p>\$ <u>60.68</u> /Hour</p> <p>\$ <u>42.56</u> /Hour</p> <p>\$ _____ /Hour</p>

ATTACHMENT B - PRICING SHEET (UPDATED)
RO2202 - Electrical Repair and Maintenance Services

Labor per hour - Prevailing Wages Overtime Rate:	
Classification:	
#1 Daily Overtime	\$ <u>82.49</u> /Hour
Classification:	
#2 Saturday Overtime	\$ <u>82.49</u> /Hour
Classification:	
#3 Sunday & Holiday	\$ <u>104.29</u> /Hour
Minimum Call Out charge (if applicable)	
Trip Charge (if applicable)	\$75

Additional Rate Information	
Description	Rate
Electrical Testing/Troubleshooting and Diagnosis for Repair	\$
Percentage discount off MSRP list price (materials):	
Name and Year/Edition of Price List Not Applicable	_____ %



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
June 22, 2017

Agenda Item No. 3K
Consent Calendar

**Sole Source Blanket Order Renewals for
Communications Equipment Maintenance, Paging, and Radio Systems**

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 seeks approval to renew and adjust sole source blanket orders with the Orange County Sheriff's Department, as indicated in Attachment 1, for radio and paging systems software, licensing, operations, maintenance, and communication equipment repairs.

Prior Board/Committee Action

On May 22, 2014, the Executive Committee approved sole-source (multi-year) blanket orders for the services listed above with the Orange County Sheriff's Department (OCSD) Communication Division.

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to renew sole source blanket orders with the Orange County Sheriff's Department for the 800MHz radio system, 900MHz paging system, and communication equipment repairs for up to three years in the proposed amounts.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding is included in the approved FY 2017/18 budget.

Background

Sole Source Justification

The OCSD operates and maintains the only Countywide Coordinated Communications System (CCCS) in Orange County. The CCCS provides centralized, interoperable voice radio communications for the County and its 34 cities. This includes all public safety and public service agencies including the OCFA, as well as a number of private, state, and federal agencies that provide support to the above agencies.

Radio and Paging Systems

The OCFA participates with other Orange County agencies in the sharing of coordinated radio and paging communications systems that are operated and managed by the OCSD. The OCFA has existing agreements in place for participation and usage of these systems and pays its share of usage and maintenance. Additionally, most programming, servicing and repair of mobile,

portable, and base station radios, and infrastructure used on the 800MHz Radio system is done by OCSD including installation, support of radio consoles, and communications equipment used in the 9-1-1 Emergency Command Center.

Pricing

The on-going maintenance cost of the system's backbone (consoles and equipment) is determined by the number of radios that operates on the system. An annual audit of the total number of active radios on the 800MHz network was completed in November 2016. For FY 2017/18, the OCFA has 1,503 total active 800MHz mobile and portable radios.

Staff is requesting authorization to renew the sole source blanket orders for up to three years as indicated in Attachment 1.

Attachment(s)

1. Proposed Blanket Order Renewals and Adjustments Matrix
2. Sole Source Justification Form

**Orange County Fire Authority
Sole Source
Proposed Blanket Order Renewals & Adjustments**

Vendors & Blanket Orders	End Dates for Annual Renewal Options	Original BO Amount	Proposed Adjustment	New Annual Total	Aggregate Total for up to 3-Years
Orange County Sheriff's Dept/Communications Division <i>900 Mhz Paging System Maintenance & Repairs</i> *B01013-9	<i>06/30/2018</i> <i>06/30/2019</i> <i>06/30/2020</i>	\$ 41,472	\$ -	\$ 41,472	\$124,416
Orange County Sheriff's Dept/Communications Division <i>Communications Equip Maintenance & Repair</i> B01223-7	<i>06/30/2018</i> <i>06/30/2019</i> <i>06/30/2020</i>	\$ 150,000	\$ -	\$ 150,000	\$450,000
Orange County Sheriff's Dept/Communications Division <i>800 MHz Radio Operations & Licensing</i> *B01473-3	<i>06/30/2018</i> <i>06/30/2019</i> <i>06/30/2020</i>	\$ 355,772	\$ 18,877	\$ 374,649	\$1,123,947
Aggregate Amount Requested for Sole Source Approval					\$1,698,363

**Note 1 – Annual BO amount may increase up to 5% subject to inventory change*

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: David Johnson	Date: 6/June/2017
Recommended Vendor: Orange County Sheriff's Department	Vendor Contact: Steve Miller	Vendor's E-mail Address: steve.miller@comm.ocgov.com
Vendor Address: Communications & Technology 840 N. Eckhoft St, Suite # 104, Orange CA 92868-1021		Vendor's Telephone #: 714-493-0564
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): 7/01/2017 - 6/30/2020	Contract Amount: \$1,698,363
<i>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).</i>		Attachments: <input 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.**

The OCFA participates with other Orange County agencies in shared radio and pager communications systems that are maintained, operated and managed by the Orange County Sheriff's Department, Communications Division. The OCFA is charged per radio/pager to operate on these systems.

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 800MHz Countywide Coordinated Communication System (CCCS) managed and operated by OCSD is the only 800 MHz radio system in Orange County and is utilized by all Orange County public safety agencies. It would be prohibitively expensive to setup and operate a private radio network for OCFA's use only. OCFA also does not have the engineering

SECTION III – JUSTIFICATION (continued)

expertise to manage an 800MHz radio system, and by operating on a separate radio system, would lose interoperable communication capabilities that it has now by utilizing the same systems.

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.

OCFA as a co-owner/partner with the OCSD for the 800MHz radio and 900MHz paging systems shares operational and partnership costs based on the total amount of equipment that is actively used on the systems. The OCFA has annual inventory audits and any active radios or pagers that aren't needed are deactivated to save monthly subscriber fees.


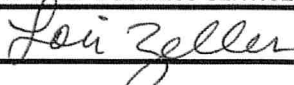
4. Will this purchase obligate the OCFA to future purchases (maintenance, licensing or continuing needs)?
(If yes, please explain how and what the future costs will be.)

Yes. As long as the OCFA partners with OCSD for repairs, maintenance, and use of the 800MHz CCCS and the 900MHz pager system, OCFA will be charged per unit to license devices and use them on the systems. The annual subscriber costs vary slightly based on the fluctuation of actual numbers of units that are active on the system. Other support costs vary based on actual operational expenses incurred by OCSD to operate the systems (staff, hardware, etc.).

Sole Source Request Submitted by:

REQUESTORS NAME	SIGNATURE	DATE
David Johnson		6/June/2017
DIVISION CHIEF/SECTION MANAGER NAME	SIGNATURE	DATE
Joel Brodowski		6/June/2017
ASSISTANT CHIEF NAME	SIGNATURE	DATE
Dave Anderson		6/June/2017

Purchasing Manager's Comments:

PURCHASING MANAGER'S APPROVAL	DATE
	6/7/17
ASSISTANT CHIEF BUSINESS SERVICES CONCURRENCE	DATE
	6/7/17

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
June 22, 2017

Agenda Item No. 4A
Discussion Calendar

**Amendment No. 7 to Agreement to Provide
Aircraft Rescue Fire Fighting Services at John Wayne Airport**

Contact(s) for Further Information

Lori Zeller, Assistant Chief
Business Services Department

lorizeller@ocfa.org

714.573.6020

Brian Young, Assistant Chief
Operations Department

brianyoung@ocfa.org

714.573.6014

Summary

This agenda item is submitted for approval of a five-year extension to the current agreement for the OCFA to provide Aircraft Rescue Fire Fighting (ARFF) Services at John Wayne Airport (Attachment 1).

Prior Board/Committee Action

Budget and Finance Committee Recommendation: *APPROVE*

At the November 15, 2012, meeting, the Executive Committee approved Amendment No. 6 to the Agreement for ARFF Services at John Wayne Airport (JWA), extending the term for five years from December 1, 2012, through November 30, 2017, and modifying the contract staffing levels per JWA's request.

At its regular June 14, 2017, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

RECOMMENDED ACTION(S)

Approve and authorize the Fire Chief to execute Amendment No. 7 to the Agreement for Aircraft Rescue Fire Fighting Services at John Wayne Airport, extending the term for five years from December 1, 2017, through November 30, 2022, and increasing the not to exceed contract value by an additional \$26,489,760 over the five additional years.

Impact to Cities/County

Approval of the five-year extension will enable OCFA to continue providing ARFF Services to JWA, while also recovering the costs associated with the provision of service.

Fiscal Impact

The revenue to OCFA associated with the current JWA contract of \$4,810,552 is included in the FY 2017/18 Adopted Budget. The maximum contract value (revenue to OCFA) for the proposed five-year extension is \$26,489,760 (Attachments 2 and 3).

Background

On-site ARFF services have been provided to JWA Airport from Fire Station 33 located to the north of the runways since the addition of commercial aviation. These contract services include emergency response to aircraft crashes (firefighting and rescue), fuel spill mitigation, refueler vehicle inspections, and many other aspects of emergency planning and services delivery. Additional background information regarding ARFF services and the nature of the OCFA-JWA contract is provided in the attached Frequently Asked Questions (Attachment 4).

Our current Agreement with JWA was originally executed in 2002 for a term of three years. The Agreement was subsequently amended and renewed on six occasions to update the overhead rate, institute a cap and recapture provision for annual contract increases, modify staffing levels, and extend the contract duration. The original Agreement and Amendments No. 1 through 6 are provided as Attachment 5.

Airport Administration and OCFA staff have been discussing a proposed extension of the contract, reflected as Amendment No. 7, to continue all provisions of the current Agreement, extending the term for five (5) additional years through November 30, 2022 (Attachment 1), and increasing the cap on costs by \$26,489,760 to cover that five year period (see Attachment 2.) Proposed Amendment No. 7 has been reviewed and approved as to form by General Counsel, and will be considered by the County Board of Supervisors at a future meeting.

Attachment(s)

1. Proposed Amendment No. 7 – ARFF Services Agreement
2. Maximum Annual Contract Values (December 1, 2017–November 30, 2022)
3. Cumulative Contract Value (July 1, 2002–November 30, 2022)
4. Frequently Asked Questions
5. Original Aircraft Rescue Fire Fighting Services Agreement for John Wayne Airport, including Amendments No. 1 through 6

**AMENDMENT NUMBER SEVEN
TO
AGREEMENT NO. S1000000270
BETWEEN
COUNTY OF ORANGE, JOHN WAYNE AIRPORT
AND
ORANGE COUNTY FIRE AUTHORITY
FOR AIRCRAFT RESCUE FIRE FIGHTING SERVICES**

THIS AMENDMENT Number Seven, hereinafter referred to as "AMENDMENT", is made and entered into as of the date fully executed by and between the County of Orange, John Wayne Airport (JWA), a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Orange County Fire Authority, a California Joint Powers Authority, hereinafter referred to as "OCFA", which are sometimes individually referred to as "PARTY" or collectively referred to as "PARTIES".

RECITALS

WHEREAS, COUNTY and OCFA entered into Agreement S1000000270, effective July 1, 2002, through June 30, 2005, for Aircraft Rescue Fire Fighting Services (ARFF) with actual charges of \$10,317,009, hereinafter referred to as "AGREEMENT"; and,

WHEREAS, PARTIES executed Amendment Number One to modify the overhead rate and to extend the AGREEMENT for one (1) additional year, effective July 1, 2005, through and including June 30, 2006, with actual charges of \$3,994,977; and,

WHEREAS, PARTIES executed Amendment Number Two to extend the AGREEMENT for two (2) additional months, effective July 1, 2006, through and including August 31, 2006, with actual charges of \$667,815; and,

WHEREAS, PARTIES executed Amendment Number Three to further modify the overhead rate, to institute a 4% cap on annual adjustments, and to extend the AGREEMENT for five (5) additional years, effective September 1, 2006, through and including August 31, 2011, with actual charges of \$21,488,863; and,

WHEREAS, PARTIES executed Amendment Number Four to extend the AGREEMENT for three (3) additional months, effective September 1, 2011, through and including November 30, 2011, with actual charges of \$1,186,391; and,

WHEREAS, PARTIES executed Amendment Number Five to extend the AGREEMENT for one (1) additional year, effective December 1, 2011, through and including November 30, 2012, with actual charges of \$4,824,657; and,

WHEREAS, PARTIES executed Amendment Number Six to extend the AGREEMENT for five (5) additional years, effective December 1, 2012, through and including November 30, 2017, with actual charges of \$22,136,111; and,

WHEREAS, both PARTIES are desirous to extend the TERM OF AGREEMENT for five (5) additional years.

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and OCFA agree as follows:

ARTICLES

The AGREEMENT is hereby modified as follows:

1. Extend TERM OF AGREEMENT expiration date through and including November 30, 2022.
2. Increase AGREEMENT by a not to exceed amount of \$26,489,760 for a new total amount not to exceed \$91,105,584 for the 20 years and 5 months of the AGREEMENT.
3. Except as amended herein, all terms and conditions of the AGREEMENT as amended by Amendments Number One through Six, are incorporated by this reference as if fully set forth herein and shall remain in force.

IN WITNESS WHEREOF, PARTIES hereto have executed this AMENDMENT on the dates shown adjacent to their respective signatures below.

ORANGE COUNTY FIRE AUTHORITY:

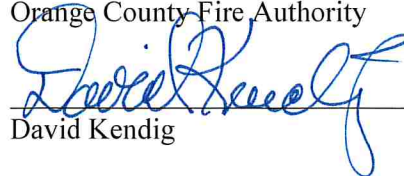
	Jeff Bowman	Fire Chief	06/22/17
Signature	Print Name	Title	Date

COUNTY AUTHORIZED SIGNATURE:

Signature	Print Name	Title	Date
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APPROVED AS TO FORM:

Orange County Fire Authority

	6/8/17
David Kendig	Date

APPROVED AS TO FORM:Office of the County Counsel
County of Orange, California

Date

Approved by Board of Supervisors on: _____

**Orange County Fire Authority
John Wayne Airport ARFF Charges
Proposed Amendment No. 7**

Maximum Annual Contract Values - December 1, 2017 - November 30, 2022

Calculation of Year 1 ARFF Contract Value:

FY 2017/18 ARFF Contract	Monthly Value	Applicable Months	# Months	Total
Base Year Contract Value = \$4,810,552	400,879.33	Dec 2017 - June 2018	7	2,806,155
Add 4% Annual Increase eff. FY 2018/19	416,914.51	July 2018 - Nov 2018	5	2,084,573
Initial Contract Year (Dec 2017 - Nov 2018)				4,890,728

Calculation of 5-Year ARFF Contract Value:

ARFF Contract Value - Proposed Five-Year Extension			Maximum (Capped) Contract Value per Year
Year 1	Dec 2017 - Nov 2018		4,890,728
Year 2	Dec 2018 - Nov 2019		5,086,357
Year 3	Dec 2019 - Nov 2020		5,289,811
Year 4	Dec 2020 - Nov 2021		5,501,404
Year 5	Dec 2021 - Nov 2022		5,721,460
Total Maximum Contract Value for Proposed Five-Year Extension			26,489,760

**Orange County Fire Authority
John Wayne Airport ARFF Charges
Proposed Amendment No. 7**

Cumulative Contract Value - July 1, 2002 - November 30, 2022

Contract	Duration	Dates	Actual Charges	Projected Charges	Cumulative Total
Original	3 years	July 1, 2002 - June 30, 2005	10,317,009		10,317,009
Amend. No. 1	1 year	July 1, 2005 - June 30, 2006	3,994,977		14,311,986
Amend. No. 2	2 months	July 1, 2006 - August 31, 2006	667,815		14,979,801
Amend. No. 3	5 years	September 1, 2006 - August 31, 2011	21,488,863		36,468,664
Amend. No. 4	3 months	September 1, 2011 - November 30, 2011	1,186,391		37,655,055
Amend. No. 5	1 year	December 1, 2011 - November 30, 2012	4,824,657		42,479,712
Amend. No. 6	5 years	December 1, 2012 - November 30, 2017	22,136,111		64,615,823
Amend. No. 7	5 years	December 1, 2017 - November 30, 2022		26,489,760	91,105,584

Cumulative Duration = 20 years, 5 months of service

JWA/OCFA ARFF SERVICES CONTRACT FREQUENTLY ASKED QUESTIONS

1. What portions of the John Wayne Airport (JWA) are served by the proposed Aircraft Rescue Fire Fighting (ARFF) contract?

Our contract with JWA is a contract for services to the Aircraft Movement Areas (i.e., runways, taxiways) of the airport, as opposed to services to the terminals and facilities of the airport.

- a. Aircraft Movement Areas (Runways) - Aircraft Rescue Fire Fighting Services:** ARFF services are provided by contract to the Aircraft Movement Area of the airport. These services are *not* OCFA's obligation to provide as a first responder, unless committed via an ARFF contract. A renewed ARFF contract is the subject of this agenda item, and is subject to periodic negotiation between OCFA and JWA. The airport is not required to contract with OCFA for ARFF services.
- b. Terminal & Facilities - Fire & Emergency Medical Services:** Services provided to the terminal and facilities of the airport are OCFA's responsibility since the facilities are within County unincorporated area; OCFA is committed to serving County unincorporated areas via the Joint Powers Authority (JPA) Agreement.

2. How does this proposed ARFF contract relate to our JPA Agreement?

The proposed ARFF contract with JWA is separate from the JPA Agreement between our 23 partner cities and the County. It is a cost-recovery contract meaning revenues received by OCFA cover the expenses we incur to provide the contracted services. We are a "vendor" to JWA in that we provide staffing for JWA-owned ARFF apparatus and equipment based at a JWA-owned facility per Federal Aviation Administration requirements, and in accordance with our ARFF agreement.

3. Can the airport seek bids from other providers?

Yes, but legally the airport can only contract with the OCFA or another public agency.

4. What is the daily staffing level provided by OCFA to JWA for the ARFF Contract?

Daily staffing includes 1 Captain, 2 Engineers, and 3 Firefighters. These personnel staff 3 vehicles with 6,120 gallons of foam, as follows:

Unit	Type	Owner	Capacity	Staffing
Crash 1	Rapid Intervention Vehicle 2011 Ford/Oshkosh	JWA	500 Pounds – Dry Chemical 120 Gallons – Foam	1 Captain 1 Firefighter
Crash 4	3,000 Gallon ARFF Unit 1996 Oshkosh	JWA	500 Pounds – Dry Chemical 3,000 Gallons – Foam	1 Engineer 1 Firefighter
Crash 5	3,000 Gallon ARFF Unit w/Snozzle 2003 Oshkosh	JWA	500 Pounds – Dry Chemical 3,000 Gallons – Foam	1 Engineer 1 Firefighter

AGREEMENT No. S1000000270

FOR

**AIRCRAFT RESCUE FIRE FIGHTING (ARFF)
SERVICES**

FOR

JOHN WAYNE AIRPORT

WITH

ORANGE COUNTY FIRE AUTHORITY

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AIRCRAFT RESCUE FIRE FIGHTING (ARFF) SERVICES No. S1000000270

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EXHIBITS

Exhibit A – Scope of Work
Attachment #1, Definitions

**AGREEMENT FOR AIRCRAFT RESCUE FIRE FIGHTING (ARFF)
AT JOHN WAYNE AIRPORT**

THIS AGREEMENT is made and entered into as of the date fully executed by and between the Orange County Fire Authority, hereinafter referred to as "OCFA", and the County of Orange, John Wayne Airport, a political subdivision of the State of California, hereinafter referred to as AIRPORT.

RECITALS

WHEREAS, the OCFA has extensive experience providing Aircraft Rescue Fire Fighting (ARFF) services; and

WHEREAS, the County of Orange Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a contract for the continued ARFF services for John Wayne Airport (JWA);

NOW, THEREFORE, the parties mutually agree as follows:

1. SCOPE OF AGREEMENT

This Agreement sets the terms of agreement reached between the AIRPORT and the OCFA for Aircraft Rescue and Fire Fighting (ARFF) services provided to AIRPORT, by the OCFA.

THE SERVICES REQUIRED ARE DESCRIBED IN THE DETAILED SCOPE OF WORK, WHICH IS MORE FULLY SET FORTH AND INCORPORATED HEREIN AS EXHIBIT A.

2. TERM OF AGREEMENT

This Agreement shall be for a **Three (3) Year Period** from the date this Agreement is fully executed and may be renewed by mutual agreement.

3. PRECEDENCE

The contract documents consist of this Agreement, its Exhibits and Attachments.

In the event of a conflict between the contract documents, the order of precedence shall be the provisions of the main body of this Agreement (i.e. those provisions set forth in the Recitals of this Agreement), and then the Exhibits, then the Attachments.

4. CHANGES/EXTRA WORK/AMENDMENTS

Neither Party to this Agreement may make changes to this Agreement without the other Party's written consent. This Agreement may be modified only by mutual written agreement of the parties with the approval of the respective boards or their designees.

The County Purchasing Agent or his designee shall issue said Amendment. The Fire Chief, or his designee, is authorized to make non-substantive amendments without Board of Directors' approval. Nothing herein shall prohibit OCFA from proceeding with the work or services set forth in Exhibit A.

5. INDEMNIFICATION

OCFA shall defend, indemnify and hold harmless AIRPORT and its officers, employees, agents and representatives with respect to any loss, damage, injury, claim, demand, litigation or liability and all expenses and

costs relating thereto (including attorneys fees) arising out of or in any way related to acts or omissions of OCFA, its officers, employees or agents in the performance of services pursuant to this Agreement.

AIRPORT shall defend, indemnify and hold harmless OCFA and its officers, employees, agents and representatives with respect to any loss, damage, injury, claim, demand, litigation or liability and all expenses and costs relating thereto (including attorneys fees) arising out of or in any way related to acts or omissions of AIRPORT, its officers, employees or agents.

The provisions of this Paragraph (5) shall survive termination or expiration of this Agreement.

For purposes of this Paragraph (5), the Fire Chief shall be deemed to be an officer, employee, agent and representative of OCFA, and not of AIRPORT.

6. COMPENSATION AND TERMS OF PAYMENT

Compensation:

- a) The OCFA will provide AIRPORT with a detailed, written estimate of their proposed charge for the following fiscal year by February 1st of each year.

The estimated charge will be based on direct salaries and employee benefits costs budgeted by OCFA for employees assigned to Station 33 ARFF. It will also include an estimate for backfill overtime required for coverage during sick leave, vacation, or other absences that is based on prior year usage at Station 33 ARFF; An estimate of services and supplies (including vehicle repair); and overhead based on the agreed to rate of 12.84%.

After adoption of the OCFA's budget, OCFA will provide the AIRPORT with a final budget document that includes the same detail as the estimate provided in February.

- b) The charge for ARFF services will be billed to the AIRPORT monthly in arrears, based on the following actual costs:
1. Direct salaries and employee benefits will be based on actual employees assigned to Station 33 ARFF including backfill required for coverage during sick leave, vacation, or other absences.
 2. Overhead costs will be billed based on the agreed rate using the Indirect Cost Rate Proposal (ICRP) methodology. The agreed overhead rate (12.84%) will be applied to direct salaries and employee benefits.
 3. Direct services and supplies rendered to Station 33 ARFF will be billed based on actual costs of items provided. Individual vehicle repairs exceeding \$5,000 must have prior written approval by the AIRPORT.
 4. Depreciation of equipment used at Station 33 ARFF will be billed based on the annual depreciation amount if that equipment was purchased by the OCFA. The OCFA will, upon request, verify all equipment being depreciated under this Agreement (if applicable).
- c) Such amounts are due and payable within thirty (30) days of receipt of a billing thereof. Upon request, the OCFA will provide the AIRPORT with supporting documentation.
- d) OCFA, from time to time utilizes Airport Facilities (including, Airport's Fire Station 33) for training programs to train other than OCFA employees assigned to AIRPORT pursuant to this agreement. As compensation therefore, OCFA shall not charge Airport for any portion of OCFA's costs or debt service related to Regional Fire Operations and Training Center (RFOTC).

OCFA's use of AIRPORT facilities for training purposes requires the prior written approval of the Deputy Airport Director, Operations.

7. **AVAILABILITY OF FUNDS:**

Each payment obligation of the County is contingent upon the availability of Federal, State or local Government funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of the function performed by OCFA, the services directly or indirectly involved in the performance of that function may be terminated by the County at the end of the period for which funds are available. The County shall notify the OCFA at the earliest possible time of any product or service, which will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this Paragraph.

8. **TERMINATION**

Either party may terminate this Agreement by written notice. Such termination shall require a minimum six (6) months written notice prior to the actual termination of the Agreement.

The provision of services under this Agreement may be terminated by the Parties in accordance with this Paragraph in whole, or in part, whenever the Parties shall determine that such termination is in their best interest. Any such termination shall be effected by delivery of a Notice of Termination specifying the extent to which provision of services under the Agreement are terminated, and the date upon which such termination will become effective.

9. **RESPONSIBILITY OF THE OCFA**

OCFA shall perform such services as may be necessary to accomplish the services required to be performed under this Agreement and in accordance with the terms of this Agreement, and requirements as set forth in Exhibit A, Scope of Work.

The OCFA warrants that all persons employed by OCFA have satisfactory past records indicating their ability to accept the kind of responsibility anticipated in this type of work.

10. **INSURANCE**

OCFA must provide evidence of insurance to meet the below listed AIRPORT requirements. If OCFA is self insured please provide a letter stating what is covered, and who manages and administers the self-insurance program.

The OCFA agrees to deposit with the AIRPORT prior to the provision of services under this AGREEMENT, Certificates of Insurance, including all endorsements required herein, necessary to satisfy the AIRPORT that the insurance provisions of this AGREEMENT have been complied with, and to keep such insurance and the certificates therefore on deposit with the AIRPORT during the entire term of this AGREEMENT.

The OCFA shall maintain insurance at OCFA'S expense acceptable to the AIRPORT in full force and effect throughout the term of this AGREEMENT. If the OCFA fails to maintain insurance acceptable to the AIRPORT for the full term of this AGREEMENT, the AIRPORT may terminate this AGREEMENT.

The policy or policies of insurance must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier).

Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States shall be A- (Secure Best's Rating) and VIII (Financial Size Category). OCFA will file with the AIRPORT, prior to the commencement of performance of services under this AGREEMENT, an original Certificate of Insurance and all required endorsements evidencing that coverage required by this AGREEMENT is in effect.

If the carrier is a non-admitted carrier in the State of California, County Executive Office/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the OCFA shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability with broad form property damage and contractual liability, including liability coverage for OCFA maintained fire trucks and equipment.	\$1,000,000 combined single limit per occurrence
	\$2,000,000 Aggregate
Automobile Liability including coverage for owned, non-owned, and hired vehicles.	\$1,000,000.00 combined single limit per occurrence
Workers' Compensation	Statutory
Employers' Liability	\$1,000,000 per occurrence

Liability insurance required by this AGREEMENT shall be at least \$1,000,000 combined single limit per occurrence. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.

The County of Orange, John Wayne Airport shall be added as an additional insured on all insurance policies required by this AGREEMENT with respect to work done by the OCFA under the terms of this AGREEMENT (except Workers' Compensation and Employers' Liability). An additional insured endorsement evidencing that the County of Orange, John Wayne Airport, is an additional insured shall accompany the Certificate of Insurance.

OCFA agrees to insure all OCFA constructed buildings, facilities, improvements and personal property situated in, or on Station 33 ARFF against loss or damage by fire to at least 90% of its replacement cost, using a standard form fire insurance policy containing an "extended coverage" endorsement and to provide certificates evidencing such insurance to the AIRPORT as provided above.

All insurance policies required by this AGREEMENT shall be primary insurance, and any insurance maintained by the County of Orange shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that the OCFA'S insurance is primary shall specifically accompany the Certificate of Insurance for the Commercial General Liability.

All insurance policies required by this AGREEMENT shall give the AIRPORT 30 days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,

All insurance policies required by this AGREEMENT shall waive all rights of subrogation against the County of Orange, John Wayne Airport and members of the Board of Supervisors and elective or appointive officers or employees when acting within the scope of their employment.

The Commercial General Liability policy shall contain a severability of interests clause.

The OCFA is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with provisions of that code. The OCFA will comply with such provisions and shall furnish the AIRPORT satisfactory evidence that the OCFA has secured, for the period of this AGREEMENT, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of \$1,000,000 per occurrence.

Insurance certificates should be forwarded to the AIRPORT at the address listed below for Notices.

The AIRPORT shall retain the right at any time to review the coverage, form and amount of the insurance required hereby. If, in the opinion of AIRPORT, the insurance provisions in this AGREEMENT do not provide adequate protection for AIRPORT, AIRPORT may require OCFA to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. In the event of exceptional circumstances affecting the insurance market, the CEO/Risk Manager may modify the required coverage's on a temporary basis, until such time as CEO/Risk Manager deems insurance market conditions have softened and the required insurance coverage is available. CEO/Risk Manager's requirements shall be reasonable and shall be designed to assure protection from and against the kind and extent of risks, which exist at the time a change in insurance is required.

AIRPORT shall notify OCFA in writing of changes in the insurance requirements. If OCFA does not deposit copies of acceptable certificates of insurance and endorsements with AIRPORT incorporating such changes within thirty (30) days of receipt of such notice, this Agreement may be in default without further notice to OCFA, and AIRPORT shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit OCFA'S liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

11. NOTICES

Any and all notices, requests, demands and other communications required to be given hereunder shall be in writing and shall be deemed to have been duly given (a) upon actual in-person delivery, if delivery is by direct hand; or (b) upon delivery agreed to as the actual day of receipt or no greater than four (4) calendar days after being mailed (the date of mailing shall count as the first day), whichever occurs first by United States certified or registered mail, return receipt requested, postage prepaid, addressed to the appropriate party at the following address or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid:

For OCFA:	Name:	Orange County Fire Authority
	Address:	145 South Water Street Orange, CA 92866-2123
	Attn:	Chip Prather, Fire Chief
	Telephone:	714-289-3712
	Fax:	714-538-8359

For County:	Name:	County of Orange
	Address:	John Wayne Airport 3160 Airway Avenue Costa Mesa, CA 92626
	Attn:	Alan Murphy
	Telephone:	949-252-5183
	Fax:	949-252-5178

12. **VALIDITY**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect validity of any other provision of this Agreement.

13. **ENTIRE AGREEMENT**

This Agreement and its Exhibits contain the entire Agreement between the OCFA and the AIRPORT. All previous proposals, offers, discussions, preliminary understandings and other communications relative to this Agreement, oral or written, are hereby superseded with respect to services to be performed after the effective date of this Agreement, except to the extent that they have been incorporated into this Agreement. No future waiver of, exception to, addition to, or alteration of, any of the terms, conditions and provisions of this Agreement shall be considered valid unless specifically agreed to in writing.

No addition to, or alteration of the terms of this Agreement or any Exhibit(s), whether written or verbal, by the parties, their officers, agents or employees, shall be valid unless made in the form of a written Amendment to this Agreement, which shall be formally approved and executed by both parties.

Individual provisions of this Agreement, all duties and responsibilities of any party, which either expressly or by their nature extend into the future, shall extend beyond and survive the end of the contract term or termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown opposite their respective signatures below.

Orange County Fire Authority

DATE: 11-26-02

BY: [Signature]

TITLE: FIRE CHIEF
"OCFA"

County of Orange, a Political Subdivision
of the State of California

DATE: 12-12-02

BY: [Signature]

TITLE: Airport Director
"County of Orange, John Wayne Airport"

APPROVED AS TO FORM:
COUNTY COUNSEL

BY: [Signature] 12/16/02
Deputy

DATE: _____

APPROVED AS TO FORM:
OCFA COUNSEL

BY: [Signature]
Terry C. Andrus

DATE: 11-13-02

EXHIBIT A
SCOPE OF WORK
AIRCRAFT RESCUE FIRE FIGHTING SERVICES
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ATTACHMENT NO. 1 DEFINITIONS

EXHIBIT A
SCOPE OF WORK
AIRCRAFT RESCUE FIRE FIGHTING SERVICES

I. GENERAL:

John Wayne Airport (hereinafter the AIRPORT) Management, under the direction of the Orange County Board of Supervisors and the County Executive Officer, has the responsibility of providing Aircraft Rescue Fire Fighting (ARFF) Services in accordance with Federal Aviation Regulations Part 139. These ARFF services are furnished to AIRPORT under a service contract with the Orange County Fire Authority (hereinafter the OCFA).

This ARFF Service Agreement sets forth the terms reached between AIRPORT and the OCFA for providing aircraft rescue fire fighting services to AIRPORT.

II. PURPOSE:

- 1) To provide well-supervised, qualified, and professional aircraft rescue fire fighting services at AIRPORT.
- 2) To provide aircraft rescue fire-fighting services in accordance with Federal Aviation Regulations Part 139.
- 3) To provide aircraft rescue and fire fighting services as directed by the Airport, with consideration given to the procedures recommended in Federal Aviation Administration (FAA) Advisory Circulars and International Fire Service Training Association (IFSTA) Manuals.
- 4) To maintain quality and responsiveness in the delivery of aircraft rescue fire fighting services.
- 5) To identify support functions provided to AIRPORT by the OCFA.
- 6) To identify support functions provided by AIRPORT to the OCFA for aircraft rescue fire fighting services.

III. PROVISION OF SERVICES:

In accordance with the preceding, the Director of the AIRPORT and the Fire Chief of the OCFA do mutually agree that ARFF services will be organized and provided as described in this document.

A. Management of ARFF Services:

ARFF services to the AIRPORT will be administered by one Battalion Chief assigned to the OCFA's Battalion 5, under the direction of a Division Chief, and the Assistant Chief of Operations. Day-to-day shift supervision will be provided by the on-duty shift Battalion Chief assigned to Battalion 5.

B. Inter-Agency Lines of Communication:

The AIRPORT and the OCFA will follow established lines of communication on issues affecting ARFF service. Matters related to modification or interpretation of this Agreement will be routed between the AIRPORT Director and OCFA Fire Chief. Matters of implementation and program administration will be handled by the designated ARFF Battalion Chief under the direction of the responsible Division Chief and the Deputy Airport Director, Operations. Day-to-day routine operational matters and management matters will be handled through the on-duty Battalion 5 Chief or the on-duty ARFF Captain and the AIRPORT on-duty Operations Manager.

C. Automatic/Mutual Aid Agreements:

The OCFA will establish and maintain local automatic aid and mutual aid agreements with surrounding cities for response to major incidents. The OCFA, as the Orange County Fire Services Master Mutual Aid Coordinator, will maintain a mutual aid plan that outlines policies, procedures, resources, and personnel information. This plan will be designed to assist local, county, state and federal fire service agencies in preparing for major emergencies. *The Orange County Fire Services Operational Area Mutual Aid Plan* will be an extension of and supportive of the *California Fire Services and Rescue Emergency Mutual Aid Plan*.

D. OCFA Response to Aircraft Emergencies at the AIRPORT :

The OCFA will provide in addition to the ARFF resources described in this Agreement, additional fire, medical, rescue, support, and command resources to aircraft and aircraft related emergencies at the AIRPORT. The OCFA will determine the amount and type of resources required for each category of aircraft and type of emergency. The OCFA will advise the AIRPORT of the established resource response and of any changes to that response.

E. JWA Emergency/Disaster Planning:

Emergency Planning is the responsibility of the AIRPORT as required under Federal Aviation Regulation, Subpart C, Section 139.201. The OCFA, as the provider of aircraft rescue fire fighting service, will assist the AIRPORT in emergency planning.

F. OCFA Representation on AIRPORT Committees:

OCFA representation on AIRPORT committees as requested by the AIRPORT will be appointed at the appropriate level based on availability of personnel.

G. Security Access and Identification, Airport Drivers; License:

All OCFA personnel regularly assigned to ARFF assignments, or regularly assigned as relief ARFF staff, will complete the application and training required to obtain a security access and identification badge. Security identification badges will be displayed when operating on AIRPORT property. Any OCFA employee who regularly operates an unescorted vehicle on AIRPORT property will successfully complete all requirements for an airport drivers' license. The AIRPORT will provide all required training and security access and identification badges at no cost to the OCFA, except that a replacement fee will be charged for any lost badge for which the replacement fee applies. The replacement badge fee may be paid by the OCFA employee or the OCFA, at the discretion of the OCFA.

H. FAA ATC Tower and JWA Administration Letter of Agreement:

The AIRPORT will specify in a Letter of Agreement between the Federal Aviation Administration and AIRPORT Administration, with concurrence of the OCFA the responsibilities and procedures for immediate, safe, and efficient ARFF response at the AIRPORT. Specific subjects addressed will include, but are not limited to emergency alarm systems and testing, emergency notifications, aircraft categories and alert types, tower communications and drill notifications, and OCFA use of Air Traffic Control Tower frequencies. This Letter of Agreement will be reviewed periodically, with mutually agreed revisions made, as needed.

I. Maintenance of ARFF Records and Operations Inspections:

The OCFA will maintain current and past records and documentation of fire prevention, training, and operational activities as required by FAA regulation, OCFA standard procedures, and AIRPORT standard procedures. Such records will be made available for periodic inspection as required.

The OCFA will participate in the periodic inspection and evaluation of AIRPORT facilities, equipment and operations by the FAA, as directed by the AIRPORT.

IV. ARFF STAFFING:

A. ARFF Qualified Staffing:

The OCFA will provide ARFF-qualified personnel who will operate out of Fire Station 33, an AIRPORT owned facility, at the shift staffing level as defined in this agreement. The OCFA will ensure that the staffing required by this Agreement is maintained at all times, except as may be periodically necessary. Any temporary reduction in normal staffing will be done with the prior approval of the Deputy Airport Director, Operations. Such approval will be obtained as soon as possible for any temporary reduction in staffing due to an unforeseen emergency. Full staffing will be reinstated as quickly as possible.

The OCFA will determine specific staffing levels for individual ARFF units with the concurrence of the Deputy Airport Director, Operations.

Regular Daily Staffing

The following is the constant staffing level of OCFA Aircraft Rescue Fire Fighting (ARFF) personnel assigned to John Wayne Airport ARFF pursuant to this Agreement.

Classification

Fire Captain	1
Fire Apparatus Engineer	3
Firefighter	3

B. ARFF Qualified Relief:

In order to provide sufficient personnel to provide constant qualified staffing of the ARFF function, the AIRPORT and the OCFA will jointly determine the number of additional OCFA personnel who will be provided with appropriate training to perform as ARFF qualified relief. Such personnel will be of the rank required for the position filled. The Assistant Chief of Operations will determine the number of ARFF relief personnel with the concurrence of the Deputy Airport Director, Operations.

V. ARFF APPARATUS AND EQUIPMENT

A. ARFF Apparatus and Equipment:

The AIRPORT will be responsible for providing ARFF apparatus to be operated by OCFA personnel. Apparatus provided will include a full compliment of ARFF specific equipment, including required personal protective equipment, communications equipment, rescue tools, and fire suppression agents. These purchases may be made either through the OCFA or AIRPORT purchasing procedures. The Deputy Airport Director, Operations must provide written approval prior to any purchase made directly by OCFA which exceeds \$5,000.00. The Deputy Airport Director, Operations, shall approve all purchases made directly by AIRPORT.

The AIRPORT will provide the number and type of ARFF apparatus required by FAR 139 for John Wayne Airport and, in addition, one (1) ARFF heavy fire truck with at least 1500 gallon water capacity as a relief unit. Additional ARFF vehicles and support vehicles may be provided for use on the AIRPORT by the AIRPORT or by the OCFA by agreement of the Airport Director and the OCFA Fire Chief. All specialized ARFF apparatus purchased under Part 139 requirements will, at a minimum, meet the specifications described in the FAA Advisory Circular for ARFF vehicles applicable at the time they are ordered or purchased.

The OCFA is not obligated to provide ARFF specialized apparatus, or other fire apparatus for use on or by the AIRPORT, except as specified in this Agreement.

B. ARFF Apparatus and Equipment, Maintenance:

The OCFA will service, maintain, and repair all ARFF apparatus and equipment owned by AIRPORT and operated by the OCFA. Regular apparatus and equipment preventive maintenance and repairs will be completed by the OCFA's Automotive Section, or by authorized repair vendors under contract with the OCFA. The Deputy Airport Director, Operations must provide written approval prior to any repair of AIRPORT owned ARFF vehicles when the estimated repair exceeds \$5,000.00. The labor costs related to such repairs are included in the agreed to overhead rate; therefore, OCFA shall bill AIRPORT only for parts, materials, and contracted repair costs.

C. ARFF Apparatus and Equipment, Replacement:

The OCFA and the AIRPORT will regularly review the serviceability and performance of AIRPORT ARFF apparatus. The OCFA will use its standard fleet management procedures to recommend to the

AIRPORT rotation into relief status or replacement of apparatus. The OCFA may, at its discretion, discontinue its responsibility for the maintenance and operation of an ARFF apparatus if, in the opinion of the OCFA Automotive Section manager and the ARFF Battalion Chief, the vehicle does not meet safety or serviceability standards.

Recommended ARFF apparatus and equipment replacement will be identified during the annual budget development process of the AIRPORT and the OCFA.

D. ARFF Fire Suppression Agents:

Fire suppression agents utilized at AIRPORT will meet the requirements of FAR Part 139. ARFF fire suppression agents will be normally purchased through the OCFA's purchasing procedures. The OCFA will be responsible for maintaining vendor contracts. The OCFA will maintain ample quantities of each type of agent to satisfy FAA requirements, training, and emergency needs. Costs of agents used for aircraft rescue and firefighting operations, ARFF training, or flammable liquid emergencies on the AIRPORT will be paid for by the AIRPORT.

E. ARFF Personal Protective Clothing and Equipment:

ARFF personal protective clothing and equipment, when not provided as part of ARFF apparatus purchases, may be purchased either through the OCFA or AIRPORT purchasing procedures. Personal protective clothing and equipment will meet, or exceed National Fire Protection Association (NFPA) recommended standards at the time of purchase. The OCFA will assure that all ARFF protective clothing and equipment is serviceable and in proper working order. ARFF personal protective clothing and equipment will be paid for by the AIRPORT, upon prior written approval. The OCFA will be responsible for the costs of providing any other types of fire fighting clothing and equipment to personnel assigned to the AIRPORT.

F. Fuel:

The AIRPORT will provide all fuel for equipment, apparatus, and vehicles covered by this section at no cost to the OCFA.

VI. ARFF OPERATIONS

A. Personnel Safety and Security:

The OCFA will conduct all operations with the safety and security of the public, OCFA, Sheriff, and AIRPORT personnel as its first priority.

The OCFA will work with the AIRPORT and Sheriff personnel to establish and maintain perimeter safety zones around each incident and strictly limit entry to those personnel trained and equipped to operate in hazardous conditions. The OCFA will assist in maintaining AIRPORT security measures including limiting access to secure AIRPORT areas.

B. Policy and Procedures:

The ARFF services provided by OCFA will comply with operational requirements established under FAR 139. The OCFA will observe all requirements of the AIRPORT's Certification Manual, Security Plan and Airport Rules and Regulations, which apply, to ARFF services.

C. ARFF Response:

OCFA ARFF emergency operations at John Wayne Airport will, at a minimum, be conducted in compliance with operational requirements established under FAR 139.

ARFF and airport emergency operations will be conducted in accordance with OCFA Standard Operating Procedure (SOP) for *Aircraft Incident Operations* and using known and currently recognized fire service practices.

The SOP for Aircraft Incident Operations will not be modified without the concurrence of the Deputy Airport Director, Operations.

For incidents off Airport, the AIRPORT will provide an AIRPORT Liaison to the Incident Commander for aircraft incidents involving aircraft departing from, or enroute to the AIRPORT.

D. Incident Command and AIRPORT Emergency Operations Center (EOC):

The OCFA utilizes the Incident Command System for incident management. The on-scene OCFA Incident Commander will have authority and control over an incident until such time as the incident scene is stabilized and declared safe. The OCFA Incident Commander will establish contact and work in cooperation with the AIRPORT, Orange County Sheriff's Department, Federal Aviation Administration, National Transportation Safety Board (NTSB), and other appropriate personnel during incident operations. The AIRPORT Public Information Officer will be the lead media contact for any incident on the airport and aviation incidents in the immediate vicinity of the airport.

When activated, the AIRPORT Emergency Operations Center (EOC) will be the official coordination point for AIRPORT emergency functions. Upon notification of EOC activation the OCFA Emergency Communications Center, or the Incident Commander, will assign a fire representative to the EOC. The OCFA Incident Commander will maintain contact with the EOC to request AIRPORT resources, and will provide periodic updates on incident status. The OCFA Incident Commander will work with the EOC to transition the incident, as it becomes stabilized, from OCFA control to AIRPORT, or other appropriate agency control.

E. Aircraft Removal/Wreckage Preservation:

OCFA ARFF personnel will operate an AIRPORT owned mobile crane and other equipment for the removal of light aircraft from taxiways and runways. OCFA personnel will only move aircraft at the direction of on-scene AIRPORT Operations managers, or their designees. The OCFA does not assume liability for damages that result from crane operations.

OCFA personnel will take reasonable precautions to preserve aircraft wreckage for post-incident investigation.

F. Extraordinary Operations:

The OCFA and AIRPORT agree to cooperate in providing additional ARFF personnel to staff relief apparatus during times of extraordinary AIRPORT operations. Extraordinary operations may include, but are not limited to temporary increases in AIRPORT index, increased security alerts, or diversion of flights from other airports. An increase in ARFF staffing must be approved by the OCFA's Assistant Chief of Operations and the Deputy Airport Director, Operations, or their designees. The AIRPORT will pay for costs of extraordinary operations.

G. Hazardous Materials Spills:

OCFA personnel assigned to Fire Station 33 will respond to all reported hazardous materials spills on AIRPORT. ARFF personnel will take necessary actions to control or mitigate the hazard and standby for responsible party cleanup. The AIRPORT, as an entity of the County of Orange, may receive the services of the Orange County-City Hazardous Materials Emergency Response Authority (OCCHMERA) under the provisions of the OCCHMERA Agreement.

H. Aircraft Incidents in Nearby Water and Wetland Areas:

ARFF response to any aircraft crash incident into nearby water and wetland areas will be conducted according to the procedures in OCFA Standard Operating Procedure, *Aircraft Incident Operations*.

Neither the AIRPORT nor the OCFA is obligated to provide specialized water rescue resources or personnel as part of this Agreement. In the event of an aircraft incident in the Upper or Lower Newport Bay area, or into the ocean, the OCFA may provide technical rescue personnel, to assist in water rescue operations.

I. ARFF Unit Response to Non-Aircraft Emergencies on the Airport:

ARFF units as specified in OCFA response guidelines will be dispatched to reported fires, hazardous materials incidents, medical emergencies, and automatic fire alarm incidents on the AIRPORT property. During all such incidents ARFF units and personnel will remain available for immediate response to declared aircraft emergencies.

VII. COMMUNICATIONS

A. Fire Communications and Alarm Systems:

The OCFA will provide for the installation, maintenance, replacement, and upgrading of all station alarm, radio, computers, network devices, and communications equipment necessary for fire agency resource communications including; dispatch computers, mobile and portable radios, mobile data terminals and pagers. The cost of any equipment and the cost of installation and maintenance of such equipment in AIRPORT owned apparatus or fire stations would be paid for by the AIRPORT.

B. AIRPORT Communications and Alarm Systems:

The AIRPORT will provide for the installation, maintenance, replacement, and upgrading of all station alarm, radio, and equipment necessary for communications with the Air Traffic Control Tower (ATC), aircraft, and AIRPORT Administration.

The AIRPORT shall provide such communications equipment as required by the OCFA for OCFA locations and units used directly and regularly in command or support of ARFF operations at the AIRPORT, including, but not limited to the OCFA's Emergency Communications Center, and the Battalion 5 Chief's vehicle. The AIRPORT may, at its discretion, provide such communications equipment as requested by the OCFA for other locations and units providing support to ARFF operations.

Use of AIRPORT administrative, aircraft, and ATC frequencies by the OCFA must be approved by the Airport Director, or designee, and by the Federal Aviation Administration as required by regulation.

C. AIRPORT, Fire and FAA Radio Procedures:

The OCFA and the AIRPORT will establish operational radio procedures for routine and emergency ARFF operations that will be followed by ARFF personnel and by OCFA ARFF command and support personnel. All emergency radio communications will be conducted according to the procedures described in OCFA Standard Operating Procedures, Airport Certification Manual, and other relevant regulations.

VIII. TRAINING PROGRAM

A. ARFF Certification Training:

All OCFA personnel in ARFF assignments will meet the minimum training and certification standards of the OCFA. The OCFA will assure that all personnel assigned to Fire Station 33 are trained in aircraft rescue and fire fighting. This training curriculum shall include initial and recurrent instruction in all areas listed in FAR Part 139. ARFF training will be based upon state or national ARFF standards. The minimum training requirements for ARFF certification will be jointly determined by agreement of the OCFA Assistant Chief of Operations and the Deputy Airport Director, Operations.

B. Additional Federal and State Mandated Training:

The OCFA shall provide all additional Federal and State mandated Firefighter and ARFF Firefighter training to personnel assigned to Fire Station 33.

C. Training Costs:

Costs associated with specialized ARFF training for regularly assigned and ARFF qualified relief personnel will be paid for by the AIRPORT. All specialized ARFF training must have prior written approval by the Deputy Airport Director, Operations.

IX. FACILITIES

A. Fire Station:

The AIRPORT will provide a suitable fire station for use by the OCFA in the provision of ARFF services. This facility, including all utility services and repairs, will be provided at no cost to the OCFA.

B. Fire Station Equipment and Furnishings:

The AIRPORT will provide necessary equipment and furnishings for the operation of the fire station and these items shall be the property of the AIRPORT.

The OCFA, at its option and cost, may provide at its discretion additional equipment or replacement items necessary for the operation of the fire station. Such items shall remain the property of the OCFA.

The property and inventory tracking and management procedures of the AIRPORT and OCFA will be used, as appropriate to ownership, for all designated property.

C. Fire Station Supplies:

The OCFA will provide all facility supplies utilized at the fire station. Supplies are defined as non-controlled expendable items and housekeeping equipment. The cost of such items will be paid for by the AIRPORT.

D. Facilities Maintenance:

The AIRPORT will maintain the fire station to a standard acceptable to AIRPORT Management and the OCFA. Facility maintenance and repairs will be requested, documented and conducted according to the AIRPORT procedures.

E. Facilities Capital Projects:

Capital projects associated with the fire station will be planned, budgeted and completed by AIRPORT in consultation with the ARFF Battalion Chief according to AIRPORT procedures.

X. FIRE AND LIFE SAFETY INSPECTION AND SPECIAL PROGRAMS

A. Uniform Fire Code Enforcement:

The OCFA is responsible and authorized to administer and enforce the Uniform Fire Code as adopted by the Orange County Board of Supervisors for all property, businesses, and operations within the jurisdiction of the OCFA located on the AIRPORT. Personnel assigned to ARFF under this Agreement will provide, or assist in the provision of fire code enforcement inspections of AIRPORT property and other occupancies located on the airport property.

B. Fee Program/Health & Safety Code Sec. 13009 Recovery:

The AIRPORT is exempt from fire prevention fees normally imposed for required OCFA permits and for non-compliance with the applicable Uniform Fire Code. Privately owned or operated businesses, individual air carriers, and Fixed Base Operators are not exempt from such fees and also may be subject to California Health and Safety Code Section 13009, that allows public safety agencies to seek recovery for the costs of mitigating hazardous conditions caused as a result of negligent act or omission.

C. Fuel Storage, Handling and Dispensing:

OCFA personnel will inspect all fuel storage, handling, and dispensing facilities as needed, and at least quarterly for compliance with Uniform Fire Code and Federal Aviation Administration requirements. The OCFA will work in cooperation with operators of AIRPORT fuel storage, handling and dispensing facilities to insure compliance with Federal Aviation Administration fuel storage, handling, and dispensing requirements. OCFA fire prevention activities at the AIRPORT will be conducted according to the policies and procedures of the OCFA.

OCFA personnel will inspect all aircraft refueler vehicles as necessary, and at least quarterly for compliance with Uniform Fire Code and Uniform Fire Code Standard requirements.

D. Aircraft Refueler Training:

The OCFA ARFF personnel will provide operating safety and fire prevention classes for aircraft refueler employees of Fixed Base Operators and Refueler Operators at the AIRPORT. The AIRPORT is responsible for all costs and billing associated with these training classes.

E. AIRPORT Employee Safety Training:

The OCFA will provide safety training including, CPR and Fire Extinguisher training classes to AIRPORT employees and air carrier or Fixed Base Operators at the AIRPORT. These classes will be scheduled at the discretion of the ARFF Battalion Chief, based on the availability of resources and time commitments.

ATTACHMENT NO. 1

DEFINITIONS

The following terms as used in this Agreement shall, unless the context clearly indicates otherwise, have the respective meanings herein set forth:

Adequate shall mean, able to satisfy a requirement; suitable.

Apparatus shall mean the specialized vehicles designed for use in suppression of fire, rescue, command of emergency incidents, and specialized support of emergency operations.

Appropriate shall mean, suitable for a particular person, condition, occasion, or place.

ARFF shall mean Aircraft Rescue and Fire Fighting and refers generally to the functions and services associated with the control and mitigation of crashes, fires, hazardous conditions, and other incidents related to the airport and aircraft operations.

ARFF Battalion Chief shall mean the Battalion 5 Chief assigned the responsibility for administration and management of the aircraft rescue fire fighting program.

ARFF Captain shall mean a regularly assigned or ARFF-qualified relief Fire Captain.

Automatic Aid shall mean written agreements for the response of available fire and rescue resources from other jurisdictions, or the resources responding as part of those agreements

Category I Aircraft shall mean any single engine general aviation aircraft.

Category II Aircraft shall mean any multi-engine aircraft weighing 12,500 lbs. or less.

Category III Aircraft shall mean any multi-engine aircraft weighing more than 12,500 lbs. and all jet aircraft including jet helicopters.

Certified shall mean to guarantee as meeting a standard.

Deputy Airport Director, Operations shall mean the person holding that title at John Wayne Airport or their designee.

Equipment shall mean the tools, appliances, and devices used for fire suppression, rescue, command, and support. Examples include, but are not limited to, nozzles, cutting tools, and air cylinders. It shall also mean those tools, appliances, and devices used in the day to day operation of the fire station; for example, grinders, clothes dryer, drill, and computers.

Extraordinary Operations shall mean a temporary increase in air carrier and/or AIRPORT operations beyond what is ordinary or usual.

Federal Aviation Regulations Part 139 (FAR 139) The United States Department of Transportation Federal Aviation Administration's regulations for: *Certification and Operations: Land Airports Serving Certain Air Carriers*.

First Line Service shall mean equipped, staffed and available for immediate response.

Furnishings shall mean furniture and related items needed for use and habitation of the fire station, including beds, curtains, partitions, chairs, desks, etc.

Hours of Flight Operations shall mean the period of time the AIRPORT is available for takeoffs or landings by aircraft.

Indirect Cost Rate Proposal (ICRP) shall mean the methodology used by the AUTHORITY in billing indirect costs for various reimbursement claims. This rate is calculated as a ratio of indirect costs to direct costs.

Immediate Vicinity shall mean a nearby, surrounding, or adjoining region. When used in relation to distance shall not exceed one mile from the AIRPORT perimeter.

Mutual Aid shall mean the exchange of emergency resources between jurisdictions under the statewide master mutual aid agreement.

Mutually Agreed shall mean having the same relationship each to the other to determine, by common consent, one opinion.

Occupant shall mean one who has certain legal rights to or control over the premises he occupies, tenant or owner.

Periods of Air Carrier Operations shall mean the period of time the AIRPORT is available for takeoffs or landings by commercial passenger air carrier aircraft.

Qualified shall mean competent, suited, or having met the requirements for a specific position or task.

Rank for Rank shall mean replacement of a person with another person holding the same rank.

Regularly Assigned shall mean an employee filling a post position in accordance with the normal transfer policy, not a relief employee.

Qualified Relief shall mean a qualified employee assigned to cover in the absence of a regularly assigned employee.

Relief Status shall mean apparatus or equipment available to be placed in first line service.

Responsible Party shall mean any person or group causing a hazardous condition as a result of a negligent act or omission.

Serviceable shall mean ready for service, usable.

**AMENDMENT NO. 1 TO
AGREEMENT S1000000270
FOR AIRCRAFT RESCUE FIRE FIGHTING (ARFF) SERVICES
AT JOHN WAYNE AIRPORT**

THIS AMENDMENT is made and entered into as of the date fully executed by and between the Orange County Fire Authority, hereinafter referred to as "OCFA", and the County of Orange, John Wayne Airport, a political subdivision of the State of California, hereinafter referred to as "AIRPORT", which are sometimes individually referred to as "Party" or collectively referred to as "Parties".

RECITALS

WHEREAS, the OCFA has extensive experience providing Aircraft Rescue Fire Fighting (ARFF) services; and

WHEREAS, the County of Orange Board of Supervisors through the Purchasing Agent or his designee entered into Agreement No. S1000000270, hereinafter referred to as "Agreement", with the OCFA for the continued ARFF services for John Wayne Airport (JWA) effective July 1, 2002; and

WHEREAS, both Parties are desirous to amend the Agreement to change the agreed upon overhead rate for compensation computation purposes and update the OCFA contact information;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

- I. Section 6. Compensation and Terms of Payment of the Agreement shall be amended retroactively to July 1, 2005 to reduce the overhead rate and shall read in its entirety as follows:

6. COMPENSATION AND TERMS OF PAYMENT

Compensation:

- a) The OCFA will provide AIRPORT with a detailed, written estimate of their proposed charge for the following fiscal year by February 1, 2006.

The estimated charge will be based on direct salaries and employee benefits costs budgeted by OCFA for employees assigned to Station 33 ARFF. It will also include an estimate for backfill overtime required for coverage during sick leave, vacation, or other absences that is based on prior year usage at Station 33 ARFF; An estimate of services and supplies (including vehicle repair); and overhead based on the agreed to rate of 7.36%.

After adoption of the OCFA's budget, OCFA will provide the AIRPORT with a final budget document that includes the same detail as the estimate provided in February.

- b) The charge for ARFF services will be billed to the AIRPORT monthly in arrears, based on the following actual costs:
1. Direct salaries and employee benefits will be based on actual employees assigned to Station 33 ARFF including backfill required for coverage during sick leave, vacation, or other absences.
 2. Overhead costs will be billed based on the agreed rate using the Indirect Cost Rate Proposal (ICRP) methodology. The agreed overhead rate (7.36%) will be applied to

direct salaries and employee benefits.

3. Direct services and supplies rendered to Station 33 ARFF will be billed based on actual costs of items provided. Individual vehicle repairs exceeding \$5,000 must have prior written approval by the AIRPORT.
4. Depreciation of equipment used at Station 33 ARFF will be billed based on the annual depreciation amount if that equipment was purchased by the OCFA. The OCFA will, upon request, verify all equipment being depreciated under this Agreement (if applicable).
- c) Such amounts are due and payable within thirty (30) days of receipt of a billing thereof. Upon request, the OCFA will provide the AIRPORT with supporting documentation.
- d) OCFA, from time to time utilizes Airport Facilities (including, Airport's Fire Station 33) for training programs to train other than OCFA employees assigned to AIRPORT pursuant to this agreement. As compensation therefore, OCFA shall not charge Airport for any portion of OCFA's costs or debt service related to Regional Fire Operations and Training Center (RFOTC).

OCFA's use of AIRPORT facilities for training purposes requires the prior written approval of the Deputy Airport Director, Operations.

2. Section 11. Notices of the Agreement shall be amended to update OCFA contact information and shall read in its entirety as follows:

11. NOTICES

Any and all notices, requests, demands and other communications required to be given hereunder shall be in writing and shall be deemed to have been duly given (a) upon actual in-person delivery, if delivery is by direct hand; or (b) upon delivery agreed to as the actual day of receipt or no greater than four (4) calendar days after being mailed (the date of mailing shall count as the first day), whichever occurs first by United States certified or registered mail, return receipt requested, postage prepaid, addressed to the appropriate Party at the following address or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid:

For OCFA: Name: Orange County Fire Authority
 Address: 1 Fire Authority Road
 Irvine, CA 92602
 Attn: Chip Prather, Fire Chief
 Telephone: 714-573-6010
 Fax: 714-368-8800

For County: Name: County of Orange
 John Wayne Airport
 Address: 3160 Airway Avenue
 Costa Mesa, CA 92626
 Attn: Alan L. Murphy
 Telephone: 949-252-5183
 Fax: 949-252-5178

3. All terms and conditions contained in this Amendment are incorporated by this reference into the Agreement. This Amendment modifies the Agreement only as expressly set forth above. This

Amendment does not modify, alter or amend the Agreement in any other way whatsoever.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the dates shown opposite their respective signatures below.

Orange County Fire Authority

Date: 11-22-05

By: [Signature]
Title: Fire Chief

County of Orange,
a Political Subdivision of the State of California

Date: 11-29-05

By: [Signature]
Title: Asst. Airport Director

APPROVED AS TO FORM:
COUNTY COUNSEL

By: [Signature]
Deputy

Date: 11/29/05

APPROVED AS TO FORM:
OCFA - General Counsel

By: [Signature]
Terry C. Andrus

Date: October 24, 2005

**AMENDMENT NO. 2 TO
AGREEMENT S1000000270
FOR AIRCRAFT RESCUE FIRE FIGHTING (ARFF) SERVICES
AT JOHN WAYNE AIRPORT**

THIS AMENDMENT is made and entered into as of the date fully executed by and between the Orange County Fire Authority, hereinafter referred to as "OCFA", and the County of Orange, John Wayne Airport, a political subdivision of the State of California, hereinafter referred to as "AIRPORT", which are sometimes individually referred to as "Party" or collectively referred to as "Parties".

RECITALS

WHEREAS, the OCFA has extensive experience providing Aircraft Rescue Fire Fighting (ARFF) services; and

WHEREAS, the County of Orange Board of Supervisors through the Purchasing Agent or his designee entered into Agreement No. S1000000270, hereinafter referred to as "Agreement", with the OCFA for the continued ARFF services for John Wayne Airport (JWA) effective July 1, 2002; and

WHEREAS, the Airport and OCFA amended the Agreement to change the agreed upon overhead rate for compensation computation purposes and update the OCFA contact information; and

WHEREAS, both Parties are desirous to amend the Agreement to extend for two additional months;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

1. The term of S1000000270 shall be extended for a period of two (2) months effective July 1, 2006 through August 31, 2006.
2. All terms and conditions contained in this Amendment are incorporated by this reference into the Agreement. This Amendment modifies the Agreement only as expressly set forth above. This Amendment does not modify, alter or amend the Agreement in any other way whatsoever.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the dates shown opposite their respective signatures below.

Date: 8/7/06

Orange County Fire Authority
By: [Signature]
Title: Fire Chief

Date: 8.30.06

County of Orange,
a Political Subdivision of the State of California
By: [Signature]
Title: Assistant Airport Director

APPROVED AS TO FORM:
COUNTY COUNSEL

By: [Signature]
Deputy

Date: Aug 30, 2006

APPROVED AS TO FORM:
OCFA

By: [Signature]
Terry C. Andrus

Date: July 31, 2006

**AMENDMENT NO. 3 TO
AGREEMENT NO. S1000000270
FOR AIRCRAFT RESCUE FIRE FIGHTING (ARFF) SERVICES
AT JOHN WAYNE AIRPORT**

THIS AMENDMENT is made and entered into as of the date fully executed by and between the Orange County Fire Authority, hereinafter referred to as "OCFA", and the County of Orange, John Wayne Airport, a political subdivision of the State of California, hereinafter referred to as "AIRPORT", which are sometimes individually referred to as "Party" or collectively referred to as "Parties.

RECITALS

WHEREAS, the OCFA has extensive experience providing Aircraft Rescue Fire Fighting (ARFF) services; and

WHEREAS, the County of Orange Board of Supervisors through the Purchasing Agent or his designee has entered into Agreement No. S1000000270, hereinafter referred to as "Agreement", with the OCFA for continued ARFF services for the AIRPORT effective July 1, 2002; and

WHEREAS, the AIRPORT and the OCFA have previously amended the Agreement to change the agreed upon overhead rate for compensation computation purposes, update the OCFA contact information and extend the Agreement for two (2) additional months; and

WHEREAS, both Parties are desirous to amend the Agreement effective September 1, 2006 to extend the term, institute a cap on annual adjustments, and change the agreed upon overhead rate for compensation computation purposes;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

1. Section 2. Term of Agreement shall be amended to extend the Agreement term for five (5) years and shall read in its entirety as follows:

2. **TERM OF AGREEMENT**

The term of Agreement S1000000270 shall be extended for a period of five (5) years effective September 1, 2006 through August 31, 2011..

2. Section 6. Compensation and Terms of Payment shall be amended to institute a cap on annual adjustments and reduce the overhead rate for compensation computation purposes and shall read in its entirety as follows:

6. **COMPENSATION AND TERMS OF PAYMENT**

Compensation:

- a) The charge for ARFF services for the 2006/07 fiscal year shall be four million, six thousand, eight hundred and ninety-one dollars (\$4,006,891).

- b) For future years, the charge for ARFF services will be based on the lesser of 1) or 2) below, and then adjusted by 3) below:
- 1) The sum of the following costs:
 - i. Direct salaries and employee benefits budgeted for actual employees assigned to Station 33 ARFF including backfill required for coverage during sick leave, vacation, or other absences.
 - ii. Overhead costs based on the overhead rate of 6.97% applied to direct salaries and employee benefits.
 - iii. Direct services and supplies rendered to Station 33 ARFF based on budgeted costs of items to be provided.
 - iv. Depreciation of equipment used at Station 33 ARFF based on the annual depreciation amount if that equipment was purchased by the OCFA. The OCFA will, upon request, verify all equipment being depreciated under this Agreement (if applicable).
 - 2) One hundred and four percent (104%) of the previous year's charge.
 - 3) Annual charges may be further adjusted based on the following:
 - i. In the event that method 1) above yields an increase greater than 4% over the previous year's charge, the increase over 4% will be recorded (or "banked") for future recapture in a subsequent year if and when cost increases are less than 4%.
 - ii. In the event that method 1) above yields an increase less than 4% over the previous year's charge, and if excess increases over 4% have been previously banked from prior years, the banked increase may be recaptured up to the 4% cap on current year increases.
 - iii. In the event that the AIRPORT requests any extraordinary Services and Supplies expenditures, OCFA will add those costs to the current year's charge for service upon obtaining prior written approval by the AIRPORT. This additional charge will be added over and above the 4% cap on annual increases and will not be included in the base charge calculation for the following year.
- c) The OCFA will provide AIRPORT with a detailed, written estimate of their proposed charge for the following fiscal year by February 1st of each year and the final charge will be provided by June 1st of each year.
- d) Annual charges for ARFF services will be billed to the AIRPORT monthly in arrears in an amount equal to one twelfth (1/12th) of the final service charge.
- e) Such amounts are due and payable within thirty (30) days of receipt of a billing thereof. Upon request, the OCFA will provide the AIRPORT with supporting documentation.

- f) OCFA, from time to time utilizes AIRPORT facilities (including AIRPORT's Fire Station 33) for training programs to train other than OCFA employees assigned to AIRPORT pursuant to this agreement. As compensation therefore, OCFA shall not charge AIRPORT for any portion of OCFA's costs or debt service related to Regional Fire Operations and Training Center (RFOTC).

OCFA's use of AIRPORT facilities for training purposes requires the prior written approval of the Deputy Airport Director, Operations.

3. All terms and conditions contained in this Amendment are incorporated by this reference into the Agreement. This Amendment modifies the Agreement only as expressly set forth above. This Amendment does not modify, alter, or amend the Agreement in any other way whatsoever.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 on the dates shown opposite their respective signatures below.

Date: 9/28/06

Orange County Fire Authority

By: 

Title:

BOARD CHAIR
"OCFA"

County of Orange, a Political Subdivision
of the State of California

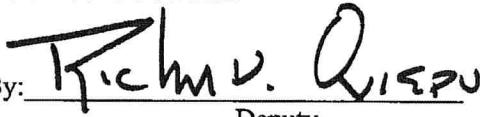
Date: 10/10/06

By: 

Title:

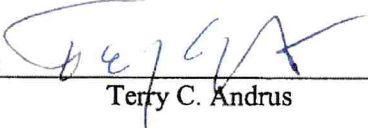
Assistant Airport Director
"County of Orange, John Wayne Airport"

APPROVED AS TO FORM:
COUNTY COUNSEL

By: 
Deputy

Date: 10/10/06

APPROVED AS TO FORM:
OCFA COUNSEL

By: 
Terry C. Andrus

Date: 9-26-06

**AMENDMENT NUMBER FOUR
TO
AGREEMENT NO. S1000000270
BETWEEN
COUNTY OF ORANGE, JOHN WAYNE AIRPORT
AND
ORANGE COUNTY FIRE AUTHORITY
FOR AIRCRAFT RESCUE FIRE FIGHTING SERVICES**

THIS AMENDMENT Number Four, hereinafter referred to as "AMENDMENT", is made and entered into as of the date fully executed by and between the County of Orange, John Wayne Airport (JWA), a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Orange County Fire Authority, hereinafter referred to as "OCFA", which are sometimes individually referred to as "PARTY" or collectively referred to as "PARTIES".

RECITALS

WHEREAS, COUNTY and OCFA entered into Agreement S1000000270 effective July 1, 2002 through June 30, 2005 for Aircraft Rescue Fire Fighting Services (ARFF) with actual charges of \$10,301,494, hereinafter referred to as "AGREEMENT"; and,

WHEREAS, PARTIES executed Amendment Number One to modify the overhead rate and to extend the AGREEMENT for one (1) additional year, effective July 1, 2005 through and including June 30, 2006, with actual charges of \$4,046,006; and,

WHEREAS, PARTIES executed Amendment Number Two to extend the AGREEMENT for two (2) additional months, effective July 1, 2006 through and including August 31, 2006, with actual charges of \$667,815; and,

WHEREAS, PARTIES executed Amendment Number Three to further modify the overhead rate, to institute a 4% cap on annual adjustments, and to extend the AGREEMENT for five (5) additional years, effective September 1, 2006 through and including August 31, 2011, with actual charges of \$21,418,017; and,

WHEREAS, both PARTIES are desirous to extend the AGREEMENT for three (3) additional months;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and OCFA agree as follows:

ARTICLES

1. Extend AGREEMENT expiration date through and including November 30, 2011.
2. Increase AGREEMENT amount by \$1,186,391 (an increase less than the 4% cap on annual adjustments) for a new total amount of \$37,619,723 for the nine years and five months of the AGREEMENT.
3. Except as amended herein, all terms and conditions, and any amendments/modifications are incorporated by this reference as if fully set forth herein and shall remain in force.

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IN WITNESS WHEREOF, PARTIES hereto have executed this CONTRACT on the dates shown below their respective signatures below.

ORANGE COUNTY FIRE AUTHORITY

Keith Richter Keith Richter Fire Chief 8/25/11
Signature Print Name Title Date

Signature Print Name Title Date

COUNTY AUTHORIZED SIGNATURE:

Roy K. Freeman Roy K. Freeman Deputy Airport Director 9/7/11
Signature Print Name Title Date

APPROVED AS TO FORM
Office of the County Counsel
Orange County Fire Authority

Terry C. Andrus 8/17/11
Terry C. Andrus Date

APPROVED AS TO FORM
Office of the County Counsel
County of Orange, California

Steve Miller 8/11/11
Steve Miller, Deputy Date

Approved by Board of Supervisors on: 8/23/11
Date

AMENDMENT NUMBER FIVE
TO
AGREEMENT NO. S1000000270
BETWEEN
COUNTY OF ORANGE, JOHN WAYNE AIRPORT
AND
ORANGE COUNTY FIRE AUTHORITY
FOR AIRCRAFT RESCUE FIRE FIGHTING SERVICES

THIS AMENDMENT Number Five, hereinafter referred to as "AMENDMENT", is made and entered into as of the date fully executed by and between the County of Orange, John Wayne Airport, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Orange County Fire Authority, hereinafter referred to as "OCFA", which are sometimes individually referred to as "PARTY" or collectively referred to as "PARTIES".

RECITALS

WHEREAS, COUNTY and OCFA entered into Agreement S1000000270 effective July 1, 2002 through June 30, 2005 for Aircraft Rescue Fire Fighting Services (ARFF) with actual charges of \$10,301,494, hereinafter referred to as "AGREEMENT"; and,

WHEREAS, PARTIES executed Amendment Number One to modify the overhead rate and to extend the AGREEMENT for one (1) additional year, effective July 1, 2005 through and including June 30, 2006, with actual charges of \$4,046,006; and,

WHEREAS, PARTIES executed Amendment Number Two to extend the AGREEMENT for two (2) additional months, effective July 1, 2006 through and including August 31, 2006, with actual charges of \$667,815; and,

WHEREAS, PARTIES executed Amendment Number Three to further modify the overhead rate, to institute a 4% cap on annual adjustments, and to extend the AGREEMENT for five (5) additional years, effective September 1, 2006 through and including August 31, 2011, with actual charges of \$21,418,017; and,

WHEREAS, PARTIES executed Amendment Number Four to extend the AGREEMENT for three (3) additional months, effective September 1, 2011 through and including November 30, 2011, with actual charges of \$1,186,391; and,

WHEREAS, both PARTIES are desirous to extend the AGREEMENT for one (1) additional year;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and OCFA agree as follows:

ARTICLES

1. Extend AGREEMENT expiration date through and including November 30, 2012.
2. Increase AGREEMENT amount by an amount not to exceed \$4,824,657, for a new total amount not to exceed \$42,444,380 for the ten years and five months of the AGREEMENT.
3. Pursuant to Section 6 of the AGREEMENT, OCFA will provide AIRPORT with a detailed written estimate of proposed FY 2012/13 monthly charges by February 1, 2012, and the final charge will be provided by June 1, 2012.
4. Except as amended herein, all terms and conditions, and any amendments/modifications are incorporated by this reference as if fully set forth herein and shall remain in force.

///

IN WITNESS WHEREOF, PARTIES hereto have executed this CONTRACT on the dates shown below their respective signatures below.

ORANGE COUNTY FIRE AUTHORITY

Keith Richter Keith Richter Fire Chief 12/15/11
Signature Print Name Title Date

Signature Print Name Title Date

COUNTY AUTHORIZED SIGNATURE:

Roy K. Freeman Roy K. Freeman Deputy Airport Director 12/20/11
Signature Print Name Title Date

APPROVED AS TO FORM
Orange County Fire Authority

Terry C. Andrus 11/23/11
Terry C. Andrus Date

APPROVED AS TO FORM
Office of the County Counsel
County of Orange, California

Steve Miller 11/23/11
Steve Miller, Deputy Date

Approved by Board of Supervisors on: 11/22/11
Date

AMENDMENT NUMBER SIX
TO
AGREEMENT NO. S1000000270
BETWEEN
COUNTY OF ORANGE, JOHN WAYNE AIRPORT
AND
ORANGE COUNTY FIRE AUTHORITY
FOR AIRCRAFT RESCUE FIRE FIGHTING SERVICES

THIS AMENDMENT Number Six, hereinafter referred to as "AMENDMENT", is made and entered into as of the date fully executed by and between the County of Orange, John Wayne Airport (JWA), a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Orange County Fire Authority, hereinafter referred to as "OCFA", which are sometimes individually referred to as "PARTY" or collectively referred to as "PARTIES".

RECITALS

WHEREAS, COUNTY and OCFA entered into Agreement S1000000270 effective July 1, 2002 through June 30, 2005 for Aircraft Rescue Fire Fighting Services (ARFF) with actual charges of \$10,317,009, hereinafter referred to as "AGREEMENT"; and,

WHEREAS, PARTIES executed Amendment Number One to modify the overhead rate and to extend the AGREEMENT for one (1) additional year, effective July 1, 2005 through and including June 30, 2006, with actual charges of \$3,994,977; and,

WHEREAS, PARTIES executed Amendment Number Two to extend the AGREEMENT for two (2) additional months, effective July 1, 2006 through and including August 31, 2006, with actual charges of \$667,815; and,

WHEREAS, PARTIES executed Amendment Number Three to further modify the overhead rate, to institute a 4% cap on annual adjustments, and to extend the AGREEMENT for five (5) additional years, effective September 1, 2006 through and including August 31, 2011, with actual charges of \$21,488,863; and,

WHEREAS, PARTIES executed Amendment Number Four to extend the AGREEMENT for three (3) additional months, effective September 1, 2011 through and including November 30, 2011, with an Agreement amount of \$1,186,391; and,

WHEREAS, PARTIES executed Amendment Number Five to extend the AGREEMENT for one (1) additional year, effective December 1, 2011 through and including November 30, 2012, in an amount not to exceed \$4,824,657; and,

WHEREAS, both PARTIES are desirous to extend the TERM OF AGREEMENT for five (5) additional years, modify Exhibit A – Section IV – ARFF STAFFING and modify Exhibit A – Section IX – FACILITIES to include a Maintenance Fund.

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and OCFA agree as follows:

ARTICLES

1. Extend TERM OF AGREEMENT expiration date through and including November 30, 2017.

2. Amend the Regular Daily Staffing identified in Exhibit A – Section IV – ARFF STAFFING to read as follows:

A. Regular Daily Staffing

The following is the constant staffing level of OCFA ARFF personnel assigned to JWA ARFF pursuant to this AGREEMENT.

Classification

Fire Captain	1
Fire Apparatus Engineer	2*
Firefighter	3

* Reduction of one (1) Fire Apparatus Engineer per shift due to purchase of a Rapid Intervention Vehicle (RIV) by JWA for OCFA use.

3. Amend Exhibit A – Section IX – FACILITIES to read as follows:

A. Fire Station:

AIRPORT will provide a suitable fire station for use by OCFA in the provision of ARFF services. This facility including all utility services and repairs will be provided at no cost to OCFA.

B. Fire Station Equipment and Furnishings:

AIRPORT will provide necessary equipment and furnishings for the operation of the fire station and these items shall be the property of the AIRPORT.

OCFA, at its option and cost, may provide at its discretion additional equipment or replacement items necessary for the operation of the fire station. Such items shall remain the property of OCFA.

The property and inventory tracking and management procedures of the AIRPORT and OCFA will be used, as appropriate to ownership, for all designated property.

C. Fire Station Supplies:

OCFA will provide all facility supplies utilized at the fire station. Supplies are defined as non-controlled expendable items and housekeeping equipment. The cost of such items will be paid for by AIRPORT.

D. Facilities Maintenance:

AIRPORT will maintain the fire station to a standard acceptable to AIRPORT Management and OCFA.

E. Annual Maintenance Fund:

AIRPORT shall provide an annual maintenance fund for the purpose of providing OCFA the ability to repair/replace AIRPORT owned fire station equipment and furnishing and perform minor repairs on the fire station building.

AIRPORT shall make an initial payment to OCFA of \$15,000. This account shall be referred to as "AIRPORT'S Annual \$15,000 Maintenance Fund". Expended funds shall be replenished to \$15,000 by AIRPORT annually, and expended by OCFA in accordance with the following procedure:

- 1) OCFA shall submit a quote to AIRPORT Deputy Airport Director, Operations and AIRPORT Maintenance Manager for approval prior to any purchases or repairs.

- 2) Minor maintenance or repairs costing less than \$1,000 will be funded through the AIRPORT'S base Service Charge and, therefore, shall be paid by OCFA out of its General Fund. These repairs will not be charged to AIRPORT'S \$15,000 Maintenance Account.
- 3) Maintenance, repair, alteration, or improvement projects greater than \$1,000 but less than the remaining balance in AIRPORT'S Maintenance Account shall be paid from AIRPORT'S Maintenance Account.
- 4) Actual final invoice(s) will be submitted with the next OCFA monthly invoice.
- 5) It shall be the responsibility of OCFA to not exceed the \$15,000 in the AIRPORT'S Annual Maintenance Account.
- 6) At the end of this five-year CONTRACT period, an accounting of the AIRPORT'S \$15,000 Maintenance Fund will be conducted by the AIRPORT. Any funds remaining in the fund will be deducted from the OCFA final invoice for the CONTRACT period.

F. Facilities Capital Projects:

Capital projects associated with Fire Station 33 will be planned, budgeted and completed by AIRPORT in consultation with ARFF Program Manager (Battalion Chief) according to AIRPORT procedures.

4. Increase AGREEMENT by a not to exceed amount of \$23,675,813, including the AIRPORT'S Annual \$15,000 Maintenance Account, for a new total amount not to exceed \$66,155,525 for the 15 years and 5 months of the AGREEMENT.
5. Pursuant to Section 6 of the AGREEMENT, OCFA will provide AIRPORT with a detailed written estimate of proposed Fiscal Year 2013-14 monthly charges by February 1, 2013, and the final charge will be provided by June 1, 2013.
6. Except as amended herein, all terms and conditions, and any amendments/modifications are incorporated by this reference as if fully set forth herein and shall remain in force.

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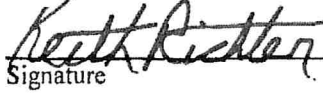
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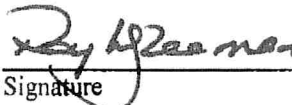
IN WITNESS WHEREOF, PARTIES hereto have executed this AMENDMENT on the dates shown below their respective signatures below.

ORANGE COUNTY FIRE AUTHORITY:

	Keith Richter	Fire Chief	11/26/12
Signature	Print Name	Title	Date

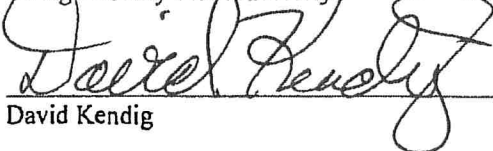
Signature	Print Name	Title	Date
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COUNTY AUTHORIZED SIGNATURE:

	Roy K. Freeman	Deputy Airport Director	26 NOV 12
Signature	Print Name	Title	Date

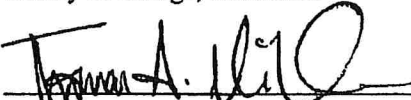
APPROVED AS TO FORM:

Orange County Fire Authority

	11/26/12
David Kendig	Date

APPROVED AS TO FORM:

Office of the County Counsel
County of Orange, California

	11/19/12
	Date

Approved by Board of Supervisors on: 11/20/12



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
June 22, 2017

Agenda Item No. 4B
Discussion Calendar

June 2017 Legislative Report

Contact(s) for Further Information

Brian Young, Assistant Chief
Operations Department

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714.573.6012

Jay Barkman, Legislative Analyst

jaybarkman@ocfa.org

714.573.6048

Summary

This item is submitted to receive an update on proposed amendments to SB 302 (Mendoza) and to recommend a position on AB 1530 (Gonzalez Fletcher).

Prior Board/Committee Action

At the March 23, 2017, Executive Committee meeting, staff was directed to advise and provide input ensuring SB 302 (Mendoza) does not negatively impact revenues allocated to the OCFA.

RECOMMENDED ACTION(S)

1. Receive the update on SB 302 (Mendoza).
2. Adopt a position on AB 1530 (Gonzalez Fletcher) of "Support."

Impact to Cities/County

Not Applicable.

Fiscal Impact

Not Applicable.

Background

Staff is recommending the Executive Committee adopt positions on the following two bills:

SB 302 (Mendoza) Joint Powers Agencies

Staff Recommendation: Monitor

Status: Assembly Local Government Committee

Reviewed by: Lori Zeller, Assistant Chief Business Services

Senator Mendoza (D-Artesia) introduced SB 302 on February 13, 2017, to restrict the use of property taxes allocated by the County to the OCFA for fire protection. The Orange County Professional Firefighters Association (OCPFA), Local 3631 and the Senator's staff have stated they are pursuing this legislation to ensure status quo, "codify" important issues raised by the 4th Appellate Court decision, and to protect structural fire fund dollars received from the County by the OCFA.

Staff and OCFA lobbyists met with OCPFA to discuss our understanding of the bill, and how additional amendments proposed by OCPFA were intended to impact OCFA in relation to the 4th Appellate Court decision. As a result of those discussions, we requested our lobbyists and the property tax counsel from our lobbyist's firm to draft amendments that could be suggested to OCPFA in order to ensure that OCFA property tax revenues are not negatively impacted. Suggested amendments were then discussed with OCPFA, and partially adopted in the May 4, 2017, version of the bill.

A second amendment requested by OCFA is still under discussion (Attachment 1). The amendment to Revenue and Taxation 99.02 is intended to reaffirm that only the OCFA may release the County from the obligation to pass through Structural Fire Funds (SFF). This would be consistent with the 4th Appellate Court decision that stated SFF property taxes may only be reallocated if the OCFA were to "release the County from its contractual obligation to transmit all SFF funds to the Authority."

At the time of this report, discussions with OCPFA continues, and staff will provide a verbal update to the Executive Committee at the June 22 meeting.

AB 1530 (Gonzalez Fletcher) Urban Forestry

Staff Recommendation: Support

Status: In Senate

Reviewed by: Lori Smith, Assistant Chief Community Risk Reduction

The California Urban Forestry Act (Act) authorizes CAL FIRE to implement a program in urban forestry. The purpose of the Act is to prevent the decline of urban forests, facilitate planting of trees in urban areas, and improve the environment in urban areas. Given CAL FIRE's role and expertise in forest management, the Act directs and authorizes them to take steps to encourage better management and maintenance of trees and vegetation in urban areas.

Assembly Member Gonzalez Fletcher (D-San Diego) introduced AB 1530 (Attachment 2) on February 17, 2017, with the goal to improve CAL FIRE's ability to assist and provide support to communities, non-profits, and other local agencies to create and maintain urban forests. There are seven Regional Urban Foresters throughout the state, including one in the Riverside office that OCFA works with on projects in Orange County. The bill directs CAL FIRE to establish local or regional targets for urban tree canopy. The OCFA believes the bill will encourage prioritization and resources to address local tree mortality and funding the remediation of damage done by invasive pests.

Attachment(s)

1. Proposed OCFA Amendments to SB 302 (Mendoza)
2. AB 1530 (Gonzalez Fletcher)

Amendments to Government Code section 6503.1

6503.1

(a) ~~When P~~property tax revenues imposed of in a county of the second class, attributable to a rate imposed for fire protection purposes prior to June 6, 1978 are shall be allocated by that county to an agency formed for the purpose of providing fire protection pursuant to this chapter, and those funds may only be appropriated for expenditure by that agency for fire protection purposes, unless the county is released from that obligation by the agency providing such fire protection services.

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

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

(Added by Stats. 2002, Ch. 339, Sec. 1. Effective January 1, 2003.)

Amendments to Revenue & Taxation Code section 99.02

99.02.

(a) For the purposes of the computations required by this chapter for the 1985–86 fiscal year and fiscal years thereafter, in the case of any transfer of property tax revenues between local agencies that is adopted and approved in conformity with subdivisions (b) and (c), the auditor shall adjust the allocation of property tax revenue determined pursuant to Section 96.1 or its predecessor section, or the annual tax increment determined pursuant to Section 96.5 or its predecessor section, for those local agencies whose allocation would be altered by the transfer.

(b) Commencing with the 1985–86 fiscal year, any local agency may, by the adoption of a resolution of its governing body or governing board, determine to transfer any portion of its property tax revenues that is allocable to one or more tax rate areas within the local agency to one or more other local agencies having the same tax rate area or tax rate areas. Upon the local agency’s adoption of the resolution, the local agency shall notify the board of supervisors of the county or

the city council of the city within which the transfer of property tax revenues is proposed.

(c) If the board of supervisors or the city council concurs with the proposed transfer of property tax revenue, the board or council shall, by resolution, notify the county auditor of the approved transfer.

(d) Upon receipt of notification from the board of supervisors or the city council, the county auditor shall make the necessary adjustments specified in subdivision (a).

(e) Prior to the adoption or approval by any local agency of a transfer of property tax revenues pursuant to this section, each local agency that will be affected by the proposed transfer shall hold a public hearing to consider the effect of the proposed transfer on fees, charges, assessments, taxes, or other revenues. Notice of the hearing shall be published pursuant to Section 6061 of the Government Code in one or more newspapers of general circulation within each affected local agency.

(f) No local agency shall transfer property tax revenue pursuant to this section unless each of the following conditions exists:

(1) The transferring agency determines that revenues are available for this purpose.

(2) The transfer will not result in any increase in the ratio between the amount of revenues of the transferring agency that are generated by regulatory licenses, use charges, user fees, or assessments and the amount of revenues of the transferring agency used to finance services provided by the transferring agency.

(3) The transfer will not impair the ability of the transferring agency to provide existing services.

(4) The transfer will not result in a reduction of property tax revenues to school entities.

(5) In the case of structural fire fund property taxes subject to Government Code section 6503.1, the transfer is approved by the agency currently receiving those funds for providing fire protection services.

(Amended by Stats. 2010, Ch. 699, Sec. 37.5. Effective January 1, 2011.)

AMENDED IN ASSEMBLY MAY 15, 2017

AMENDED IN ASSEMBLY APRIL 18, 2017

CALIFORNIA LEGISLATURE—2017–18 REGULAR SESSION

ASSEMBLY BILL

No. 1530

Introduced by Assembly Member Gonzalez Fletcher

February 17, 2017

An act to amend Sections 4799.07, 4799.08, 4799.09, 4799.10, 4799.11, and 4799.12 of the Public Resources Code, relating to forestry.

LEGISLATIVE COUNSEL'S DIGEST

AB 1530, as amended, Gonzalez Fletcher. Urban forestry.

The California Urban Forestry Act of 1978 has as a stated purpose the promotion of the use of urban forest resources for purposes of increasing integrated projects with multiple benefits in urban communities.

This bill would provide that the purpose of the act is also to promote policies and incentives that advance improved maintenance of urban forest canopy to optimize multiple benefits, among other purposes.

The act authorizes the Department of Forestry and Fire Prevention to implement a program in urban forestry to encourage better tree management and planting in urban areas, as provided.

This bill would require the department to implement this program, establish local or regional targets for urban tree canopy, and develop or update regulations as necessary, as provided.

The act requires the department to provide technical assistance to urban areas with respect to certain actions, including planning for regional, county, and local land use analysis projects related to urban forestry.

The bill would also, among other things, require the department to provide technical assistance to urban areas with respect to the optimization of local water capture for urban forest maintenance, and would define “urban forest maintenance” and “local water” for these purposes.

The act authorizes the director of the department to make grants to provide assistance for projects and to waive the cost sharing requirement for projects that are in disadvantaged and severely disadvantaged communities. The act defines disadvantaged community and severely disadvantaged community for these purposes.

This bill would redefine a disadvantaged community as one that is identified as such pursuant to the Greenhouse Gas Reduction Fund Investment Plan and Communities Revitalization Act. The bill would delete the definition of severely disadvantaged community and instead use low-income community as that term is used in the Greenhouse Gas Reduction Fund Investment Plan and Communities Revitalization Act.

The act authorizes certain types of assistance, including funding for development of urban tree plans that include coordination of local agency efforts and citizen involvement.

This bill would also authorize assistance for funding for improved urban forest maintenance, and projects that respond to events that impact urban forest health, as provided, and funding for planning and technical assistance for eligible applicants assisting disadvantaged communities.

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

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

- 1 SECTION 1. Section 4799.07 of the Public Resources Code
- 2 is amended to read:
- 3 4799.07. The Legislature finds and declares that:
- 4 (a) Trees are a vital resource in the urban environment and as
- 5 an important psychological link with nature for the urban dweller.
- 6 (b) Trees are a valuable economic asset in our cities. They help
- 7 maintain or increase property values, attract business and new
- 8 residents in urban areas, and support job creation and business
- 9 growth.
- 10 (c) Trees play an important role in energy conservation by
- 11 modifying temperature extremes with shade and humidity, and by
- 12 influencing wind direction and velocity. This role is particularly

1 important in reducing the amount of energy consumed in heating
2 and cooling buildings and homes, and potentially in producing a
3 local fuel and energy source.

4 (d) Trees directly reduce air pollution by removing airborne
5 particulates from the atmosphere and helping to purify the air.

6 (e) Trees ~~also~~ help reduce noise, provide habitat for songbirds
7 and other wildlife, reduce surface runoff and protect urban water
8 resources, and enhance the aesthetic quality of life in urban
9 communities.

10 (f) Trees planted in urban settings play a significant role in
11 meeting the state's greenhouse gas emission reduction targets by
12 sequestering carbon as well as reducing energy consumption.

13 (g) Maximizing the benefits of trees through multiple-objective
14 projects that provide environmental services can provide
15 cost-effective solutions to the needs of urban communities and
16 local agencies, including, but not limited to, increased water supply,
17 clean air and water, reduced energy use, flood and stormwater
18 management, recreation, and urban revitalization.

19 (h) Growing conditions in urban areas for trees and associated
20 plants have worsened so that many of California's urban
21 communities are now losing more trees than are replaced.

22 SEC. 2. Section 4799.08 of the Public Resources Code is
23 amended to read:

24 4799.08. (a) The purpose of this chapter is to:

25 (1) Promote the use of urban forest resources for purposes of
26 increasing integrated projects with multiple benefits in urban
27 communities, including, but not limited to, the following:

28 (A) Expanded urban forest canopy.

29 (B) Community greening.

30 (C) Increased carbon sequestration.

31 (D) Reduced energy consumption.

32 (E) ~~Urban cooling.~~ *Reduction of impacts of the urban heat island*
33 *effect.*

34 (F) Improved management of stormwater and dry weather
35 runoff.

36 (G) Improved local water capture and efficient use of water for
37 urban forest maintenance.

38 (H) Climate adaptation, with an emphasis on disadvantaged
39 communities.

1 (2) ~~Arrest~~*Stop* the decline of our urban forest resources,
2 facilitate the planting of trees in urban communities, and improve
3 the quality of the environment in urban areas through the
4 establishment and improved management of urban forest resources.

5 (3) Facilitate the creation of permanent jobs in tree maintenance
6 and related urban forestry activities in neighborhood, local, and
7 regional urban areas to enable workforce training for young women
8 and men in disadvantaged communities.

9 (4) Optimize the potential of tree and vegetative cover in
10 reducing energy consumption and producing fuel and other
11 products.

12 (5) Encourage the coordination of state and local agency
13 activities in urban forestry and related programs and encourage
14 maximum community participation in their development and
15 implementation.

16 (6) Prevent the introduction and spread within this state of
17 known and potentially damaging or devastating invasive pests and
18 diseases.

19 (7) Reduce or eliminate tree loss resulting from ~~these diseases~~
20 ~~and others that are identified~~ *invasive pests and diseases*.

21 (8) Promote policies and incentives *for implementing entities*
22 that advance improved maintenance of urban forest canopy to
23 optimize multiple benefits.

24 (b) In implementing this chapter, the department shall consult
25 with the State Water Resources Control Board to identify additional
26 opportunities to improve water resources management through
27 urban forestry projects.

28 SEC. 3. Section 4799.09 of the Public Resources Code is
29 amended to read:

30 4799.09. As used in this chapter the following terms have the
31 following meanings:

32 (a) “Disadvantaged community” means a community identified
33 as a disadvantaged community pursuant to Section 39711 of the
34 Health and Safety Code.

35 (b) “Local water” means rainwater, stormwater, recycled water,
36 and urban runoff captured by urban forest sites through curb cuts,
37 cisterns, tree wells, and other best management practices that offset
38 reliance on potable water use.

39 (c) “Low-income community” means a community as defined
40 in Section 39713 of the Health and Safety Code.

1 (d) “Urban area” means an urban place, as that term is defined
2 by the United States Department of Commerce, of 2,500 or more
3 persons.

4 (e) “Urban forest” means those native or introduced trees and
5 related vegetation in the urban and near-urban areas, including,
6 but not limited to, urban watersheds, soils and related habitats,
7 street trees, park trees, residential trees, natural riparian habitats,
8 and trees on other private and public properties.

9 (f) “Urban forest maintenance” means those activities that reduce
10 tree mortality, ensure optimal tree health, ~~and preserve the carbon~~
11 ~~sequestration and climate resilience benefits of~~ *benefits, and*
12 *improve the full functionality of* the urban forest. This includes,
13 but is not limited to, mulching, watering, and proper pruning
14 practices.

15 (g) “Urban forestry” means the cultivation and management of
16 native or introduced trees and related vegetation in urban areas for
17 their present and potential contribution to the economic,
18 physiological, sociological, and ecological well-being of urban
19 society.

20 SEC. 4. Section 4799.10 of the Public Resources Code is
21 amended to read:

22 4799.10. (a) (1) The department shall implement a program
23 in urban forestry to encourage better tree management and planting
24 in urban areas to increase integrated, multiple benefit projects by
25 assisting urban areas with innovative solutions to problems,
26 including reductions in the emissions of greenhouse gases,
27 mitigation of public health impacts of poor air and water quality,
28 mitigation of urban heat island effect, improved capture of
29 stormwater and dry weather runoff, addressing water shortages,
30 lack of green space, lack of urban parks that are accessible to
31 pedestrians, vandalism, and insufficient tree maintenance, and to
32 otherwise accomplish the purposes of this chapter.

33 (2) The department shall encourage demonstration projects that
34 maximize the benefits of urban forests in conjunction with state
35 and local agency programs to improve carbon sequestration, water
36 conservation, energy conservation, stormwater capture and reuse,
37 urban forest maintenance, urban parks and river parkways, school
38 construction and improvements, school greening or sun-safe
39 schoolyards, air quality, water quality, flood management, urban
40 revitalization, solid waste prevention, and other projects.

1 (3) The department shall establish local or regional targets for
2 urban tree canopy, with emphasis on disadvantaged communities
3 that tend to be most vulnerable to urban heat island effect. These
4 targets shall include urban forest diversity, tree species' adaptability
5 to anticipated climate change impacts, and other relevant factors.

6 (4) The department shall assume the primary responsibility in
7 carrying out the intent of this chapter in cooperation with statewide
8 and regional urban forestry organizations or associations and
9 arboricultural organizations or associations, other private and
10 public entities or persons, and appropriate local, state, and federal
11 agencies, including, but not limited to, the Department of Water
12 Resources, the California Environmental Protection Agency, the
13 Department of Fish and Game, *the Department of Food and*
14 *Agriculture*, regional water quality control boards, regional and
15 local air districts, the University of California Cooperative
16 Extension, the Department of Parks and Recreation, the Department
17 of Transportation, resource conservation districts, and the United
18 States Forest Service.

19 (b) (1) The department shall be the agent of the state and shall
20 have full power to cooperate with those agencies of the federal
21 government that have powers and duties concerning urban forestry
22 and shall perform all things necessary to secure the benefits of
23 federal urban forestry programs.

24 (2) To facilitate implementation of this chapter, the director
25 may enter into agreements and contracts with a public or private
26 organization including a local agency that has urban forestry-related
27 jurisdictional responsibilities and an established and operating
28 urban forestry program. The director shall consult with those
29 agencies when carrying out this chapter in their respective areas.

30 (c) The director shall take all feasible steps to prevent or retard
31 the introduction, establishment, and spread of known or potentially
32 damaging or devastating pests and diseases. Any agreement shall
33 ensure that the department will not need additional funds to
34 participate in the program.

35 (d) The department and the Department of Food and Agriculture
36 shall cooperate in setting quarantine boundary lines and in
37 enforcing the provisions relating to quarantine and pest abatement
38 contained in Division 4 (commencing with Section 5001) of the
39 Food and Agricultural Code when a quarantine is established to

1 prevent the spread of introduced pests and diseases affecting the
2 state's urban forests.

3 (e) Whenever it is feasible to do so, the department may utilize
4 inmates and wards assigned to conservation camps or the California
5 Conservation Corps or certified Community Conservation Corps
6 in implementing this chapter.

7 (f) The department may utilize available recipients of the Aid
8 to Families with Dependent Children or General Assistance
9 Program, who are participating in state or county work experience
10 programs for carrying out the purposes of this chapter. The
11 participation of registrants for the welfare-to-work program under
12 the CalWORKs program, under Article 3.2 (commencing with
13 Section 11320) of Chapter 2 of Part 3 of Division 9 of the Welfare
14 and Institutions Code, shall be consistent with their participant
15 contract requirements. A person being utilized by the department
16 pursuant to this subdivision shall not be placed in the same crew
17 as persons utilized pursuant to subdivision (e).

18 (g) The department shall develop or update regulations as
19 necessary to implement the requirements of this section.

20 SEC. 5. Section 4799.11 of the Public Resources Code is
21 amended to read:

22 4799.11. (a) The department shall provide technical assistance
23 to urban areas with respect to all of the following:

24 (1) Planning for regional, county, and local land use analysis
25 projects related to urban forestry.

26 (2) Preparation of urban tree plans and the selection of trees in
27 landscaping and reforestation efforts.

28 (3) Development and coordination of training programs for
29 neighborhood and local agency tree planting and maintenance
30 crews.

31 (4) Advice and guidance to cities, counties, districts, and
32 regional entities, homeowner neighborhood groups, and nonprofit
33 organizations on tree disease, insect problems, tree planting,
34 maintenance, and best practices and ~~metrics~~ *metrics as developed*
35 *by the department*, for maintaining urban forest health.

36 (5) The role of forest ecology in planning for the future of urban
37 areas, including climate change and greenhouse gas emission
38 reductions, carbon sequestration, air quality, watershed problems,
39 and energy conservation.

1 (6) The optimization of local water capture or revitalization, or
2 both, for urban forest maintenance.

3 (7) Retention of native trees and riparian habitats.

4 (8) Any other matter relating to the purposes of this chapter.

5 (b) The department and other state agencies are also authorized
6 to assist local tree maintenance and green waste utilization
7 programs by making equipment available on loan where feasible
8 and not detrimental to department or other state agency operations.
9 That equipment may be used only to support regional or local
10 urban forestry efforts consistent with this chapter, including by
11 nonprofit organizations involved in urban tree care or urban green
12 waste utilization efforts.

13 SEC. 6. Section 4799.12 of the Public Resources Code is
14 amended to read:

15 4799.12. The director, with advice from other appropriate state
16 agencies and interested parties, may make grants to provide
17 assistance of 25 to 90 percent of costs for projects meeting
18 guidelines established by the board upon recommendation by the
19 director. The director may waive the cost sharing requirement for
20 projects that are in disadvantaged and low-income communities.
21 Grants may be made to cities, counties, districts, and nonprofit
22 organizations. The director may also waive the cost sharing
23 requirement if the funding source for a grant prohibits cost sharing
24 requirements. Contributions required as a condition of grants made
25 pursuant to this section may be made in the form of material,
26 services, or equipment, or funds. Authorized assistance may
27 include, but is not limited to, any of the following needs:

28 (a) Funding for development of urban tree plans that include
29 coordination of local agency efforts and community involvement.

30 (b) Funding for development of urban tree plans that include
31 coordination of multiple jurisdictions, multiple agency efforts, and
32 community involvement.

33 (c) Funding for development of urban forest master plans or
34 similar plans designed to provide comprehensive protection,
35 maintenance, and management of the urban forest.

36 (d) Provision of seedling and tree stock.

37 (e) Tree planting projects.

38 (f) Funding and other assistance to local agencies and nonprofit
39 organizations for partnerships as follows:

1 (1) Energy saving urban forest programs similar to the Los
2 Angeles Department of Water and Power's Trees for Green LA
3 program and the Sacramento Municipal Utility District's
4 Sacramento Shade Tree program.

5 (2) Developing projects or programs that use urban forests for
6 water conservation, improving water quality, improved water
7 management, or stormwater capture.

8 (3) Developing projects or programs that use urban forests for
9 air quality improvement, reduction in greenhouse gas emissions,
10 or reduction of urban heat island effect.

11 (4) Developing community education and engagement programs
12 on the benefits and proper care of trees.

13 (g) Funding for the development of training and educational
14 materials on the benefits of the urban forest.

15 (h) Funding for the development of training and educational
16 materials on proper care and maintenance of trees and the urban
17 forest, including young and mature tree care.

18 (i) Funding and other assistance, based on criteria developed
19 by the department, for management of urban forests to ensure their
20 survival and ability to optimize the benefits that urban forests
21 provide the community and the environment.

22 (j) Funding and other assistance for demonstration projects in
23 urban forestry with special attention given to projects or programs
24 assisting the state in meeting the requirements of the Global
25 Warming Solutions Act of 2006 (Division 25.5 (commencing with
26 Section 38500) of the Health and Safety Code), improving energy
27 and water conservation, capturing and filtering urban stormwater
28 and dry weather runoff, improving water quality, utilizing local
29 water, reducing the urban heat island effect, improving air quality,
30 and wood and fiber utilization projects, including, but not limited
31 to, biofuel and bioenergy.

32 (k) Funding for improved urban forest maintenance and projects
33 that respond to events that impact urban forest health, including
34 drought, storms, pests, and disease.

35 (l) Funding for planning and technical assistance for eligible
36 applicants assisting disadvantaged communities.

37 (m) Other categories of projects recommended by the director
38 and approved by the board.

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City Manager's Office

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June 22, 2017

Jeff Bowman, Fire Chief
Orange County Fire Authority
17862 Gillette Avenue
Irvine, CA 92614

RE: SB 302 (Mendoza) Joint Powers Agencies-OCFA (as amended June 19, 2017)

Dear Chief Bowman:

On behalf of the City of Irvine, I am writing to affirm the City Council's opposition to SB 302 (Mendoza), including the June 19, 2017 amendments. SB 302 as amended this week now "includes OCFA amendments" with the State of California dictating the terms of a lawfully formed Joint Powers Authority (JPA), effectively amending the local JPA agreement without input and approval of its members.

The City of Irvine respectfully requests clarification as to what authority OCFA staff was provided to propose amendments to SB 302 as I can find no public record of the OCFA Board of Directors providing direction or taking a position on the bill. The City wishes to continue good faith efforts to resolve its over-contribution, based on terms determined and agreed to by OCFA member agencies. Such terms should not be dictated by the State, nor supported by the OCFA without formal Board direction.

To date, it appears that only the Executive Committee discussed SB 302 on March 23, with direction to OCFA staff to "advise and provide input" (to the OCFA) ensuring SB 302 does not negatively impact revenues. SB 302 is on the June 22 Executive Committee agenda for input, with no request for a position. However, OCFA staff is still "requesting the author and OC Professional Firefighters Association take the amendments" they drafted and distributed.

SB 302 proposes that the State dictate the contractual relationship of OCFA member agencies. The City of Irvine requests the same courtesy of the OCFA to oppose State intervention in local JPA matters, as the OCFA did last year when the State proposed to dictate Board membership. Last year's State effort to interfere with the local JPA brought swift opposition from the OCFA Board. JPA amendments should be negotiated and approved by OCFA member agencies.

Chief Jeff Bowman
June 22, 2017
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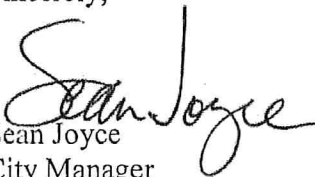
Irvine appreciated the OCFA member agency approval of the initial equity agreement reached in 2013. While the good faith effort did not end as planned, an alternate equity agreement remains the next step to address Irvine's over-contribution to the OCFA.

Irvine's authority to provide the most efficient and effective fire protection and emergency medical services to its 267,000 residents is a core principle of local government. Irvine's contribution, in the form of structural fire funds, is and has been subject to a locally-negotiated, locally-controlled, and locally-administered OCFA Joint Powers Authority (JPA) Agreement for the last 22 years.

The City of Irvine, and any agency member of a JPA, should be allowed to determine how it provides fire protection services and how it resolves its position as an over-contributor to the OCFA without state interference.

Additional information as described above would be appreciated.

Sincerely,


Sean Joyce
City Manager

cc: Irvine City Council
Orange County Fire Authority Board of Directors
County of Orange



Orange County Fire Authority
SUPPLEMENTAL AGENDA STAFF REPORT

Executive Committee
June 22, 2017

Agenda Item No. 4C
Discussion Calendar

**Increase of Contingency Funds Tenant Improvements for Urban Search
and Rescue Warehouse and Training Center**

Contact(s) for Further Information

Dave Anderson, Assistant Chief
Support Services Department

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714.573.6006

Patrick Bauer, Property Manager

patrickbauer@ocfa.org

714.573.6471

Summary

This agenda item seeks an increase in the contingency amount for the tenant improvement project at the Urban Search and Rescue (USAR) Warehouse and Training Center currently being performed by Hoffman Management and Construction Corp., the lowest responsive and responsible bidder, responding to formal bid RO2161.

Prior Board/Committee Action

At its January 26, 2017, meeting the Board of Directors awarded a contract to Hoffman Management and Construction Corp. in the amount of \$616,258, as well as a 10% contingency in the amount of \$61,625, for a total project amount of \$677,883.

RECOMMENDED ACTION(S)

Approve and authorize a \$30,814, or 5% increase from the existing 10% project contingency (\$61,625) to a 15% project contingency (\$92,439), as allowed per the newly established Project Contingency Use policy.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Sufficient funds remain in the project budget; the timing of the change and work may require the funds to be carried over into the next fiscal year.

Background

The USAR warehouse is a non-essential, non-emergency response warehouse facility that will be used to store rescue equipment and vehicles comprised of three tractor-trailer trucks, six light-duty vehicles (pickup trucks/SUV), and eight cargo trailers as required by the Federal Emergency Management Agency (FEMA). The facility is primarily a one-story warehouse building that is approximately 135' wide and 220' long. The southern end of the building includes a 53' by 135' mezzanine that creates a second story office area. The total area is approximately 31,000 square feet. Tenant improvements are required in order to utilize the warehouse building for the intended use by modifying the existing vehicle door openings and to upgrade flooring in order to accommodate for parking and storage of the rescue equipment and vehicles. This project involves retrofitting of an existing warehouse building to serve as a storage and staging location for

emergency response equipment and provisions. Improvements include enlarging existing openings, restriping pavement to direct new traffic flow, seismic retrofitting, ventilation improvements, and the reinforcement of the concrete slab in areas with heavy equipment requirements.

Lewis Schoeplein Architects was selected through a competitive bid process to develop the plans and specifications for the required tenant improvements.

On November 3, 2016, an Invitation for Bid (IFB) was issued and 386 vendors were notified electronically via the PlanetBids notification. The project was also advertised in the Orange County Register (November 6, 2016, and November 13, 2016). Eighteen contractors attended the mandatory job walk held on November 22, 2016. The bid included plans and specifications with all required modifications needed for the required tenant improvements at the warehouse.

On January 26, 2017, the Board of Directors awarded the contract to Hoffman Management Corp. in the amount of \$616,258 along with an additional 10% contingency (\$61,625) allowance for any for any unforeseen conditions, or owner directed changes that may potentially arise during construction for a total not to exceed amount of \$677,883. Staff would inform the Board Chair or Vice Chair prior to the expenditure of any needed contingency funds and provide a follow-up report with the Executive Committee at its next available meeting on the project's use of these funds.

Due to the number of unforeseen issues and more recently the discovery of contaminated soil, staff is recommending the Executive Committee authorize and increase the existing contingency funds from 10% (\$61,625) to 15% (\$92,439) to cover these recently identified unforeseen conditions.

Staff will continue to report each use of contingency funds at monthly Executive Committee meetings and in compliance with the newly adopted Project Contingency Use policy.

Attachment(s)

Change Order Spreadsheet

Change Order			
Request	Date	Amount	Comments
COR 1	4/6/2017	\$3,016.00	Siesmic bracing changes
COR 2	4/10/2017	\$4,388.00	Electrical conduit
COR 3	4/27/2017	\$2,190.00	Bollard modifications
COR 4	5/11/2017	\$4,981.00	Bollard reinforcement and ADA railing compliance
COR 5	6/1/2017	\$423.00	Offset ductwork
COR 6	NA	\$0.00	
COR 7	6/8/2017	\$11,678.00	Increased costs of concrete removal
COR 8	6/12/2017	\$9,027.00	Demolition of concrete vaults
GSI (consultant)	6/8/2017	\$9,800.00	Environmental sampling and laboratory testing
Sub-total (to-date)		\$45,503.00	
Project Delay		\$10,000.00	Potential claim by contractor for project delay
ICS (soil removal)	Pending	\$21,788.00	Removal and treatment of soil
GSI (soil screening)	Pending	\$2,000.00	Estimate for field screening of soil removal
Total		\$79,291.00	