

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, November 16, 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 Brett Peterson

PLEDGE OF ALLEGIANCE by Director Muller

ROLL CALL

1. PRESENTATIONS

No items.

REPORT FROM THE HUMAN RESOURCES COMMITTEE CHAIR

REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR

PUBLIC COMMENTS

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

Any member of the public may address the Committee on items within the Committee's subject matter jurisdiction but which are not listed on this agenda during PUBLIC COMMENTS. However, no action may be taken on matters that are not part of the posted agenda. We request comments made on the agenda be made at the time the item is considered and that comments be limited to three minutes per person. Please address your comments to the Committee 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 October 26, 2017, Regular Executive Committee Meeting

Submitted by: Sherry Wentz, Clerk of the Authority

Recommended Action:

Approve as submitted.

3. CONSENT CALENDAR

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

A. Monthly Investment Reports

Submitted by: Tricia Jakubiak, Treasurer

Budget and Finance Committee Recommendation: APPROVE

Recommended Action:

Receive and file the reports.

B. Award of RFP # DC2241 Executive Recruitment Services – Fire Chief

Submitted by: Brigette Gibb, Director/Human Resources

Recommended Action:

Approve award of RFP DC2241 to Ralph Andersen and Associates and authorize the Purchasing Manager to sign the Professional Services Agreement for Executive Search Services in an amount not-to-exceed \$32,500.

C. Blanket Order Contract Extension for Occupational and WEFIT Medical Services Submitted by: Brigette Gibb, Director/Human Resources

Recommended Actions:

Approve and authorize the Purchasing Manager to extend Blanket Order No. 01525 with UC Irvine University Physicians & Surgeons, Center for Environmental Health from January 1, 2018, through February 28, 2018, in an amount not to exceed \$74,250 for occupational and WEFIT medical services.

D. Award of Bid # JA2224 Detroit Diesel Engine Parts and Repair Services Submitted by: Dave Anderson, Assistant Chief/Support Services Department

Recommended Actions:

- 1. Approve and authorize the Purchasing Manager to establish blanket order contracts with Valley Power Systems Inc. for an annual amount of \$100,000 and Harbor Diesel for an annual amount of \$50,000 each for as-needed Detroit Diesel Engine parts and repair services at an aggregate amount not to exceed \$150,000 annually.
- 2. Approve and authorize the Purchasing Manager to redistribute or adjust the funding between the two vendors as requested by the department provided the aggregate amount does not exceed \$150,000 annually.
- 3. Approve and authorize the Purchasing Manager to extend the contracts up to four additional one-year renewals with annual price increases not-to-exceed 3% per year or the percentage increase in the U.S. Department of Labor Consumer Price Index for All Urban Consumers, Services, in the Los Angeles-Riverside-Orange County, CA Area, whichever is lower.

E. Sole Source Request for FATPOT Regional CAD2CAD System Upgrade Submitted by: Dave Anderson, Assistant Chief/Support Services Department

Recommended Actions:

- 1. Approve and authorize the Purchasing Manager to issue a sole source contract to FATPOT Technologies, LLC in the amount of \$179,000 to provide professional services to upgrade the FATPOT Regional CAD2CAD system.
- 2. Approve and authorize the Purchasing Manager to add a 10% contingency budget of \$17,900 to the contract for additional services that may be required during implementation. Board Chair notification is required before use of the contingency budget.

END OF CONSENT CALENDAR

4. DISCUSSION CALENDAR

No items.

COMMITTEE MEMBER COMMENTS

CLOSED SESSION

No items.

ADJOURNMENT – The next regular meeting of the Executive Committee is scheduled for Thursday, January 25, 2018, 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 9th day of November 2017.

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

UPCOMING MEETINGS:

Human Resources Meeting	Tuesday, January 2, 2018, 12 noon
Budget and Finance Committee Meeting	Wednesday, January 10, 2018, 12 noon
Claims Settlement Committee Meeting	Thursday, January 25, 2018, 5:00 p.m.
Executive Committee Meeting	Thursday, January 25, 2018, 5:30 p.m.
Board of Directors Meeting	Thursday, January 25, 2018, 6:00 p.m.

MINUTES ORANGE COUNTY FIRE AUTHORITY

Executive Committee Regular Meeting Thursday, October 26, 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 5:30 p.m. on October 26, 2017.

INVOCATION

Chaplain Robert Benoun offered the invocation.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

Present: Noel Hatch, Laguna Woods

Gene Hernandez, Yorba Linda

Joe Muller, Dana Point Ed Sachs, Mission Viejo Dave Shawver, Stanton Elizabeth Swift, Buena Park

Tri Ta, Westminster

Absent: Carol Gamble, Rancho Santa Margarita

Todd Spitzer, County of Orange

Also present were:

Interim Fire Chief Patrick McIntosh Assistant Chief Dave Anderson Assistant Chief Mike Schroeder Assistant Chief Brian Young

Assistant Chief Lori Smith Human Resources Director Brigette Gibb

Assistant Chief Lori Zeller General Counsel David Kendig

Clerk of the Authority Sherry Wentz

1. PRESENTATIONS

No Items.

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

Human Resources Chair Noel Hatch reported at the October 3, 2017, meeting, the Committee reviewed and voted unanimously to send the Special Procurement Contract for Behavioral Health Services to the Board of Directors for its approval, and received updates on the following: Cancer Prevention, Behavioral Health, Quarterly Human Resources Accomplishments, and Annual Workers' Compensation Programs.

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

Budget and Finance Chair Sachs reported at the October 11, 2017, meeting, the Committee voted unanimously to send the Monthly Investment Reports and the Updated Broker/Dealer List to the Executive Committee for approval. The Committee also reviewed additional budget-related items, all of which were recommended for approval by the Board of Directors. Staff provided a quarterly update regarding actions taken by the Orange County Employees' Retirement System.

REPORT FROM FIRE CHIEF (F: 12.02A7)

Interim Fire Chief Patrick McIntosh introduced Assistant Chief Dave Anderson who presented the quarterly update on the Capital Improvement Program.

PUBLIC COMMENTS (F: 12.02A3)

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

2. MINUTES

A. Minutes from the September 28, 2017, Regular Executive Committee Meeting (F: 12.02A2)

On motion Director Shawver and second by Director Ta, the Executive Committee voted unanimously by those present to approve the September 28, 2017, Regular Executive Committee meeting minutes as submitted.

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

A. Monthly Investment Reports (F: 11.10D2)

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

B. Updated Broker/Dealer List (F: 11.10D4)

Stephen Wontrobski, Mission Viejo resident, pulled this item to express opposition to the proposed Broker/Dealer List and the selection process.

On motion of Vice Chair Sachs and second by Director Hernandez, the Executive Committee voted unanimously by those present to approve the Broker/Dealer List, which includes FTN Financial Securities Corp., Raymond James Financial Services Inc., RBC Capital Markets, Stifel, Nicolaus & Company, Inc. and Wedbush Securities Inc. and authorize the List for a term of two years through October 31, 2019, as required by OCFA's Investment Policy.

C. NEOGOV Contract Amendment and Extension (F: 19.08A2a5)

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

- 1. Approve and authorize the Purchasing Manager to amend the professional services agreement with NEOGOV for software licenses in the amount of \$58,276.
- 2. Authorize the Purchasing Manager to extend the contract for two additional one-year options with price escalation limited to 5% or less annually for a three-year not to exceed amount of \$182,748.

D. Sole Source Request for Fire Station Alerting System Replacement for Fire Stations 20 (Irvine) and 22 (Laguna Hills/Laguna Woods) (F: 19.07I) (X: 19.07C20) (X: 19.07C22)

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

- 1. Approve and authorize the Purchasing Manager to issue a sole source contract to Westnet, Inc. in the amount of \$121,157 to install a fire station alerting system at OCFA Fire Station 20 and add a 10% contingency (\$12,116) to the contract for additional services that may be required during implementation and the Board Chair and Vice Chair will be notified before use of contingency funds.
- 2. Approve and authorize the Purchasing Manager to issue a sole source contract to Westnet, Inc. in the amount of \$117,697 to replace the fire station alerting system at OCFA Fire Station 22, and add a 10% contingency (\$11,770) to the contract for additional services that may be required during implementation and the Board Chair and Vice Chair will be notified before use of contingency funds.

E. Award of Contracts for Apparatus Bay Door Maintenance and Repair Services (F: 19.07K)

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

- 1. Approve and authorize the Purchasing Manager to sign agreements with Action Door Repair, Inc. and Mako Overhead Door, Inc. for \$100,000 each, annually, for asneeded apparatus bay door maintenance and repair services at an aggregate amount not to exceed \$200,000 annually (\$600,000 during the three-year agreement).
- 2. Approve and authorize the Purchasing Manager to redistribute or adjust the annual amount between the two vendors as requested by the department, so long as the aggregate amount does not exceed \$200,000 annually.

END OF CONSENT CALENDAR

4. DISCUSSION CALENDAR

No items.

COMMITTEE MEMBER COMMENTS (F: 12.02A4)

Director Shawver commended the firefighters throughout the state for their valiant firefighting efforts during the numerous California fires.

CLOSED SESSION

No items.

ADJOURNMENT – Chair Swift adjourned the meeting at 5:48 p.m. The next regular meeting of the Executive Committee is scheduled for Thursday, November 16, 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 November 16, 2017

Agenda Item No. 3A Consent Calendar

Monthly Investment Reports

Contact(s) for Further Information

Tricia Jakubiak, Treasurer <u>triciajakubiak@ocfa.org</u> 714.573.6301

Treasury & Financial Planning

Jane Wong, Assistant Treasurer janewong@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 November 8, 2017, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

RECOMMENDED ACTION(S)

Receive and file the reports.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Not Applicable.

Background

Attached is the final monthly investment report for the month ended September 30, 2017. A preliminary investment report as of October 20, 2017, is also provided as the most complete report that was available at the time this agenda item was prepared.

Attachment(s)

Final Investment Report – September 2017/Preliminary Report – October 2017

Orange County Fire Authority Monthly Investment Report



Final Report – September 2017

Preliminary Report - October 2017



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Orange County Fire Authority Final Investment Report September 30, 2017



EXECUTIVE SUMMARY

Portfolio Activity & Earnings

During the month of September 2017, the size of the portfolio continued to decline from \$145.1 million to \$141.3 million; this declining trend in the portfolio balance is typical and will reverse with the first round of major property tax receipts expected in November & December. Significant receipts for the month included quarterly cash contract payments, the first apportionment of unsecured property taxes, intergovernmental agency payments, and charges for current services totaling \$22.0 million. Significant disbursements for the month included primarily two biweekly payrolls which were approximately \$11.5 million each with related benefits. Total September cash outflows amounted to approximately \$26.6 million. The portfolio's balance is expected to decrease further in the following month as there are no major receipts expected for October.

In September, the portfolio's yield to maturity (365-day equivalent) edged down by 1 basis point to 1.03%. The effective rate of return remained unchanged at 1.02% for the month and at 1.03% for the fiscal year to date. The average maturity of the portfolio shortened by 12 days to 81 days to maturity.

Economic News

The U.S. economy appeared to improve further in September 2017, despite some immediate impacts from Hurricanes Irma and Harvey. The employment report for September was weak, as expected, due to the Hurricanes, but overall conditions remained solid. A decline of 33,000 jobs was reported for September. On the other hand, the unemployment rate improved a couple of notches to 4.2% from 4.4% previously. Both the Conference Board Consumer Confidence Index and the University of Michigan Consumer Sentiment Index edged down slightly, but are still at a high level. Retail sales increased nearing expectations. Both manufacturing and non-manufacturing activity continued to grow for the month. Durable goods orders picked up more than expected while industrial production also rose. Housing activity improved in September. The CPI (Consumer Price Index) continued to climb, but longer term inflation remained low. Current expectations remain that the next rate increase will take place at the Fed's December meeting.

Monthly Investment Report

Treasury & Financial Planning



BENCHMARK COMPARISON AS OF SEPTEMBER 30, 2017

3 Month T-Bill: 1.05%

1 Year T-Bill: 1.28%

6 Month T-Bill: 1.17%

LAIF:

1.11%

OCFA Portfolio: 1.02%

PORTFOLIO SIZE, YIELD, & DURATION

	Current Month	Prior Month	<u>Prior Year</u>
Book Value-	\$141,285,259	\$145,096,004	\$141,183,986
Yield to Maturity (365 day) Effective Rate of Return	1.03% 1.02%	1.04% 1.02%	0.57% 0.62%
Days to Maturity	81	93	105



ORANGE COUNTY FIRE AUTHORITY Portfolio Management Portfolio Summary

September 30, 2017

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

(See Note 1 on page 9)

(See Note 2 on page 9)

Investments	Par Value	Market Value	Book Value		Term	Days to Maturity	YTM/C 360 Equiv.	YTM/C 365 Equiv.
Money Mkt Mutual Funds/Cash	14,330,611.36	14,330,611.36	14,330,611.36	10.13	1	1	0.533	0.540
Federal Agency Coupon Securities	35,000,000.00	34,913,290.00	35,003,132.00	24.74	971	293	1.117	1.133
Federal Agency DiscAmortizing	9,000,000.00	8,995,590.00	8,995,653.75	6.36	183	19	0.932	0.945
Treasury Coupon Securities	9,000,000.00	8,997,750.00	8,999,545.83	6.36	209	45	0.904	0.916
Treasury Discounts -Amortizing	10,000,000.00	9,983,800.00	9,982,500.00	7.06	170	60	1.055	1.070
Local Agency Investment Funds	64,173,154.34	64,111,681.01	64,173,154.34	45.36	1	1	1.096	1.111
Investments	141,503,765.70	141,332,722.37	141,484,597.28	100.00%	278	81	1.019	1.033
Cash	See Note 4 on page 9)							
Passbook/Checking (not included in yield calculations)	6,665.38	6,665.38	6,665.38		1	1	0.000	0.000
Total Cash and Investments	141,510,431.08	141,339,387.75	141,491,262.66	-	278	81	1.019	1.033
Total Earnings	September 30 Month Ending	Fiscal Yea	r To Date					
Current Year	119,923.46 409		09,957.01					
Average Daily Balance	143,080,941.48	158,1	78,667.07					
Effective Rate of Return	1.02%		1.03%					

"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 Jakubrak, 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 9)

Total

\$ 141,491,262.66 \$ (206,003.82) \$ 141,285,258.84

ORANGE COUNTY FIRE AUTHORITY

Portfolio Management Portfolio Details - Investments

September 30, 2017 (See Note 1 on page 9) (See Note 2 on page 9)

CUSIP	Investme	ent# Issuer	Average Balance	Purchase Date	Par Value		Market Value	Book Value	Stated Rate	YTM/C 365 I	Days to Vaturity	
Money Mkt Mutua	l Funds/Ca	ish		(See Note 4 on pa	ge 9)							
SYS528	528	Federated Treasury	Obligations		14,330,611.36		14,330,611.36	14,330,611.36	0.540	0.540	1	
a v	3	Subtotal and Average	9,234,465.44		14,330,611.36	-	14,330,611.36	14,330,611.36		0.540	1	
Federal Agency C	oupon Sec	curities			0.0000000000000000000000000000000000000							***************************************
3133EFJP3	869	Federal Farm Credit	Bank Callable Anytii	me 10/15/2015	10,000,000.00		9,976,100.00	10,000,000:00	1.100	1.054	379	10/15/201
3133EGPD1	921	Federal Farm Credit	t Bank Callable Anytir	ne 04/20/2017	7,000,000.00	3-2	6,946,100.00	7,000,000.00	1.180	1.375	669	08/01/201
3134G7FK2	863	Fed Home Loan Mtg	Corp .	06/30/2015	9,000,000.00	8 0	8,989,560.00	9,000,000.00	1.100	1.065	173	03/23/201
3134GBHT2	922	Fed Home Loan Mtg	CorpCallable 10-25-	17-04/25/2017	9,000,000.00		9,001,530.00	9;003,132.00	1.625	1.100	24	10/25/201
8.4.0		Subtotal and Average	35,005,024.25	5-1	35,000,000.00		34,913,290.00	35,003,132.00		1.133	293	
Federal Agency D	iscAmor	tizing	4									
313397NE7	919	Freddie Mac		04/20/2017	9,000,000.00		8,995,590.00	8,995,653.75	0.915	0.945	19 -	10/20/201
		Subtotal and Average	17,390,627.13		9,000,000.00		8,995,590.00	8,995,653.75		0.945	19	(6)
Treasury Coupon	Securities	*										
912828G20	920	Treasury Note		04/20/2017	9,000,000.00		8,997,750.00	8,999,545.83	0.875	0.916	45	11/15/201
		Subtotal and Average	8,999,399.49		9,000,000.00		8,997,750.00	8,999,545.83		0.916	45	
Treasury Discoun	ts -Amortiz	zing										
912796ME6	923	US Treasury Bill		06/13/2017	10,000,000.00		9,983,800.00	9,982,500.00	1.050	1.070	60	11/30/201
		Subtotal and Average	9,978,270.83		10,000,000.00		9,983,800.00	9,982,500.00		1.070	60	
Local Agency Inve	estment Fu	ınds										
SYS336	336	Local Agency Invstr	nt Fund		64,173,154.34		64,111,681.01	64,173,154.34	1.111	1.111	1	
x - x		Subtotal and Average	62,473,154.34		64,173,154.34		64,111,681.01	64,173,154.34		1.111	1	
		Total and Average	143,080,941.48		141,503,765.70		141,332,722.37	141,484,597.28		1.033	81	

ORANGE COUNTY FIRE AUTHORITY

Portfolio Management Portfolio Details - Cash September 30, 2017

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value		Days to Maturity
Money Mkt Mu	tual Funds/Cash								
SYS10033 SYS4	10033 4	Revolving Fund Union Bank		07/01/2017 07/01/2017	20,000.00 -13,334.62	20,000.00 -13,334.62	20,000.00 -13,334.62	0.000 (See Note 4 on page 9)0.000	1 1
		Average Balance	0.00						1
	Total Cash and Investments		143,080,941.48		141,510,431.08	141,339,387.75	141,491,262.66	1.033	81

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



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

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

			2 			v	Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval:	0 days	(10/01/2017	- 10/01/2017)		4 Maturities	0 Payments	78,510,431.08	55.49%	78,510,431.08	78,448,957.75
Aging Interval:	1 - 30 days	(10/02/2017	- 10/31/2017)		1 Maturities	0 Payments	9,000,000.00	6.36%	8,995,653.75	8,995,590.00
Aging Interval:	31 - 60 days	(11/01/2017	- 11/30/2017)	_	2 Maturities	0 Payments	19,000,000.00	13.42%	18,982,045.83	18,981,550.00
Aging Interval:	61 - 91 days	(12/01/2017	- 12/31/2017)		0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	92 - 121 days	(01/01/2018	- 01/30/2018)		0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	122 - 152 days	(01/31/2018	- 03/02/2018)		0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	153 - 183 days	(03/03/2018	- 04/02/2018)		1 Maturities	0 Payments	9,000,000.00	6.36%	9,000,000.00	8,989,560.00
Aging Interval:	184 - 274 days	(04/03/2018	- 07/02/2018)		0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	275 - 365 days	(07/03/2018	- 10/01/2018)		0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	366 - 1095 days	(10/02/2018 -	- 09/30/2020)		3 Maturities	0 Payments	26,000,000.00	18.38%	26,003,132.00	25,923,730.00
Aging Interval:	1096 days and after	(10/01/2020 -	-)		0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
				Total for	11 Investments	0 Payments		100.00	141,491,262.66	141,339,387.75



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, 2017 includes a decrease of (\$68,353) to the LAIF investment and a decrease of (\$137,651) 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 September 30, 2017, OCFA has \$64,173,154 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 September 30, 2017 is 0.999042071. When applied to OCFA's LAIF investment, the fair value is \$64,111,681 or (\$61,473) 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 September 30, 2017 is included on the following page.



State of California Pooled Money Investment Account Market Valuation 9/30/2017

	Description	arrying Cost Plus ued Interest Purch.	,	Amortized Cost		Fair Value	Ac	crued Interest
1*	United States Treasury:		\vdash		H			
	Bills	\$ 14,674,811,264.34	\$	14,728,634,539.67	\$	14,723,448,000.00		NA
	Notes	\$ 18,827,121,137.72	_	18,825,793,811.24		18,779,355,000.00	\$	35,404,702.50
1*	Federal Agency:							
	SBA	\$ 882,001,016.40	\$	882,001,016.40	\$	872,264,699.96	\$	1,109,845.38
	MBS-REMICs	\$ 36,639,144.19	\$	36,639,144.19	\$	38,144,662.40	\$	171,758.71
	Debentures	\$ 1,328,997,141.66	\$	1,328,621,620.83	\$	1,324,530,000.00	\$	2,307,558.75
	Debentures FR	\$ 	\$.	\$	-	\$	_
	Debentures CL	\$ 250,000,000.00	\$	250,000,000.00	\$	249,152,500.00	\$	732,860.50
	Discount Notes	\$ 9,694,389,458.06	\$	9,721,523,694.20	\$	9,720,621,000.00		NA
	GNMA	\$ -	\$	#1	\$	-	\$	
1*	Supranational Debentures	\$ 450,315,184.02	\$	450,217,961.80	\$	448,745,000.00	\$	1,053,298.00
1*	Supranational Debentures FR	\$ 50,000,000.00	\$	50,000,000.00	\$	50,075,500.00	\$	155,944.44
2*	CDs and YCDs FR	\$ 625,000,000.00	\$	625,000,000.00	\$	625,000,000.00	\$	1,539,891.61
2*	Bank Notes	\$ 700,000,000.00	\$	700,000,000.00	\$	699,891,966.88	\$	3,317,666.66
2*	CDs and YCDs	\$ 12,325,000,000.00	\$	12,325,000,000.00	\$	12,323,151,274.56	\$	32,191,583.30
2*	Commercial Paper	\$ 6,177,895,486.11	\$	6,189,905,611.10	\$	6,189,559,750.03		NA
1*	Corporate:							
	Bonds FR	\$ -	\$	-	\$	-	\$	¥
	Bonds	\$ -	\$	₩(\$	-	\$	=======================================
1*	Repurchase Agreements	\$:=	\$	-	\$	=.	\$	-
1*	Reverse Repurchase	\$ 	\$		\$		\$	-
	Time Deposits	\$ 5,636,740,000.00	\$	5,636,740,000.00	\$	5,636,740,000.00		NA
	AB 55 & GF Loans	\$ 695,865,000.00	\$	695,865,000.00	\$	695,865,000.00		NA
	TOTAL	\$ 72,354,774,832.50	\$	72,445,942,399.43	\$	72,376,544,353.83	\$	77,985,109.85

Fair Value Including Accrued Interest

\$ 72,454,529,463.68

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

The value of each participating dollar equals the fair value divided by the amortized cost (0.999042071). As an example: if an agency has an account balance of \$20,000,000.00, then the agency would report its participation in the LAIF valued at \$19,980,841.43 or $$20,000,000.00 \times 0.999042071$.

^{*} Governmental Accounting Standards Board (GASB) Statement #72



Orange County Fire Authority Preliminary Investment Report October 20, 2017



ORANGE COUNTY FIRE AUTHORITY Portfolio Management Portfolio Summary October 20, 2017

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

(See Note 1 on page 18)

(See Note 2 on page 18)

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM/C 360 Equiv.	YTM/C 365 Equiv.
Money Mkt Mutual Funds/Cash	3,290,000.00	3,290,000.00	3,290,000.00	2.82	1	1	0.533	0.540
Federal Agency Coupon Securities	35,000,000.00	34,892,550.00	35,000,522.00	30.01	971	273	1.117	1.133
Treasury Coupon Securities	9,000,000.00	8,998,830.00	8,999,747.68	7.72	209	25	0.904	0.916
Treasury Discounts -Amortizing	10,000,000.00	9,989,700.00	9,988,333.33	8.56	170	40	1.055	1.070
Local Agency Investment Funds	59,344,164.33	59,287,316.83	59,344,164.33	50.89	1	1	1.096	1.111
Investments	116,634,164.33	116,458,396.83	116,622,767.34	100.00%	323	88	1.068	1.083
Cash				· · · · · · · · · · · · · · · · · · ·			8	
Passbook/Checking (not included in yield calculations)	333,961.58	333,961.58	333,961.58		1.	1	0.000	0.000
Total Cash and Investments	116,968,125.91	116,792,358.41	116,956,728.92		323	88	1.068	1.083
Y						×		
Total Earnings	October 20 Month Ending	Fiscal Year To	Date					
Current Year	76,039.17	485,99	96.18					
Average Daily Balance	131,460,572.34	153,407,5	78.72					
Effective Rate of Return 1.06%			1.03%					

"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 pelicy 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

\$ 116,956,728.92 \$ (206,003.82) \$ 116,750,725.10

ORANGE COUNTY FIRE AUTHORITY

Portfolio Management

Portfolio Details - Investments

October 20, 2017

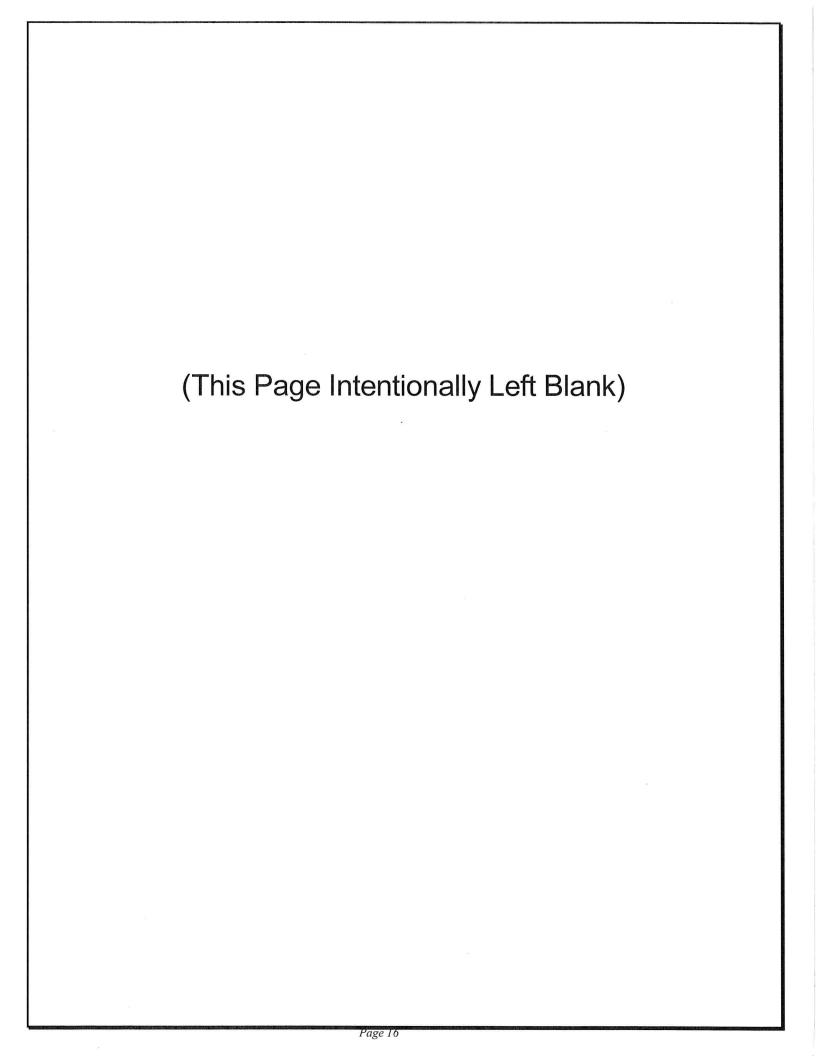
(See Note 1 on page 18) (See Note 2 on page 18)

CUSIP	Investmen	t# Issuer	Average Balance	Purchase Date	Par Value		Market Value	Book Value	Stated Rate		Days to Maturity Maturity Date
Money Mkt Muti	ual Funds/Cas	h			¥						
SYS528	528	Federated Treasury	Obligations		3,290,000.00	and 3	3,290,000.00	3,290,000.00	0.540	0.540	1
r ====================================		Subtotal and Average	6,333,993.76		3,290,000.00		3,290,000.00	3,290,000.00		0,540	1
Federal Agency	Coupon Secu	rities			a.						
3133EFJP3	869	Federal Farm Credit	Bank Callable Anytin	ne 10/15/2015	10,000,000.00	7.0	9,970,000.00	10,000,000.00	1.100	1.054	359 10/15/2018
3133EGPD1	921	Federal Farm Credit	Bank Callable Anytin	me04/20/2017	7,000,000.00		6,941,900.00	7,000,000.00	1.180	1.375	649 08/01/2019
3134G7FK2	863	Fed Home Loan Mtg		06/30/2015	9,000,000.00		8,992,170.00	9,000,000.00	1.100	1.065	153 03/23/2018
3134GBHT2	922	Fed Home Loan Mtg	CorpCallable 10-25-	1704/25/2017	9,000,000.00	227	8,988,480.00	9,000,522.00	1.625	1.100	4 10/25/2019
ST F . New	1.7	Subtotal and Average	35,001,761.75		35,000,000.00		34,892,550.00	35,000,522.00		1.133	273
Federal Agency	DiscAmortiz	zing	~		3 3 3 3 3						
•											
(Subtotal and Average	8,548,044.19								
Treasury Coupo	on Securities			•					121		
912828G20	920	Treasury Note		04/20/2017	9,000,000.00		8,998,830.00	8,999,747.68	0.875	0.916	25 11/15/2017
		Subtotal and Average	8,999,651.80	*	9,000,000.00		8,998,830.00	8,999,747.68		0.916	25
Treasury Discou	unts -Amortizir	ng									
912796ME6	923	US Treasury Bill	*	06/13/2017	10,000,000.00		9,989,700.00	9,988,333.33	1.050	1.070	40 11/30/2017
		Subtotal and Average	9,985,562.50		10,000,000.00		9,989,700.00	9,988,333.33		1.070	40
Local Agency In	vestment Fun	ds	**************************************				¥			ş	
SYS336	336	Local Agency Invstr	it Fund		59,344,164.33		59,287,316.83	59,344,164.33	1.111	1.111	1
		Subtotal and Average	62,691,658.34	* * *	59,344,164.33		59,287,316.83	59,344,164.33		1.111	1
	× 80.5	Total and Average	131,460,572.34	2	116,634,164.33		116,458,396.83	116,622,767.34	Į.	1.083	. 88

ORANGE COUNTY FIRE AUTHORITY

Portfolio Management Portfolio Details - Cash October 20, 2017

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C Da 365 Ma		
Money Mkt Mutual	Funds/Cash	7									
SYS10033 SYS4	10033 4	Revolving Fund Union Bank		07/01/2017 07/01/2017	20,000.00 313,961.58	20,000.00 313,961.58	20,000.00 313,961.58		0.000 0.000	1 1	
		Average Balance	0.00							1	
	Total Cash	and Investments	131,460,572.34	-	116,968,125.91	116,792,358.41	116,956,728.92		1.083	88	





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

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

				i.			Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval:	0 days	(10/21/2017	- 10/21/2017)		4 Maturities	0 Payments	62,968,125.91	53.84%	62,968,125.91	62,911,278.41
Aging Interval:	1 - 30 days	(10/22/2017	- 11/20/2017)		1 Maturities	0 Payments	9,000,000.00	7.69%	8,999,747.68	8,998,830.00
Aging Interval:	31 - 60 days	(11/21/2017	- 12/20/2017)		1 Maturities	0 Payments	10,000,000.00	8.54%	9,988,333.33	9,989,700.00
Aging Interval:	61 - 91 days	(12/21/2017	- 01/20/2018)		0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	92 - 121 days	(01/21/2018	- 02/19/2018)		0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	122 - 152 days	(02/20/2018	- 03/22/2018)		0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	153 - 183 days	(03/23/2018	- 04/22/2018)		1 Maturities	0 Payments	9,000,000.00	7.70%	9,000,000.00	8,992,170.00
Aging Interval:	184 - 274 days	(04/23/2018	- 07/22/2018)		0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	275 - 365 days	(07/23/2018	- 10/21/2018)		1 Maturities	0 Payments	10,000,000.00	8.55%	10,000,000.00	9,970,000.00
Aging Interval:	366 - 1095 days	(10/22/2018	- 10/20/2020)		2 Maturities	0 Payments	16,000,000.00	13.68%	16,000,522.00	15,930,380.00
Aging Interval:	1096 days and after	(10/21/2020	-)		0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
	: I			Total for	10 Investments	0 Payments		100.00	116,956,728.92	116,792,358.41



NOTES TO PORTFOLIO MANAGEMENT REPORT

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The MUFG Union Bank Trust Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year end. The adjustment for June 30, 2017 includes a decrease of (\$68,353) to the LAIF investment and a decrease of (\$137,651) to the remaining investments.
- Note 4: The Federated Treasury Obligations money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks, yet allow that liquidity to be invested while payment of the outstanding checks is pending.

GLOSSARY

INVESTMENT TERMS

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

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

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

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

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

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

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

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

Federal Funds. Funds placed in Federal Reserve banks by depository intuitions 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 interestrate 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 November 16, 2017

Agenda Item No. 3B Consent Calendar

Award of RFP #DC2241 Executive Recruitment Services – Fire Chief

Contact(s) for Further Information

Brigette Gibb, Human Resources Director <u>brigettegibb@ocfa.org</u> 714.573.6353

Human Resources Department

Lori Zeller, Assistant Chief lorizeller@ocfa.org 714.573.6020

Business Services Department

Summary

This agenda item is submitted for approval to award a contract for Executive Search Services to Ralph Andersen & Associates, the number one ranked firm in the Request for Proposal (RFP) process.

Prior Board/Committee Action(s)

Not Applicable.

RECOMMENDED ACTION(S)

Approve award of RFP DC2241 to Ralph Andersen & Associates and authorize the Purchasing Manager to sign the Professional Services Agreement for Executive Search Services in an amount not-to-exceed \$32,500.

Impact to Cities/County

Not Applicable.

Fiscal Impact

The \$32,500 cost for an Executive Recruiting Firm was not anticipated in the FY 2017/18 Adopted Budget; therefore, a budget adjustment will be requested at midyear.

Background

In response to Chief Bowman's resignation announcement on August 17, 2017, the <u>Fire Chief Recruitment Ad Hoc Committee</u> directed staff to complete an RFP process for selecting an executive search firm to conduct the upcoming Fire Chief recruitment.

Request for Proposal (RFP) Process

On October 4, 2017, RFP DC2241 (Attachment 2) was issued to solicit competitive proposals from executive search firms for the upcoming Fire Chief recruitment. Final proposals were due October 19, 2017, and proposals were received from five firms: Ralph Andersen & Associates, William Avery & Associates, CPS HR Consulting, Koff & Associates, and W. Brown Creative Partners.

An evaluation team consisting of staff from Human Resources, Business Services, and Community Risk Reduction evaluated the written proposals. Each proposal was evaluated based on the criteria and point structure as defined in the RFP: statement of qualifications (20), past performance (20), project approach/scope of work (30), overall responsiveness (10), and proposed costs (20). As a result

of the proposal evaluations, the three top-ranked firms were invited for an interview, including: Ralph Andersen & Associates, William Avery & Associates, and CPS HR Consulting. Additional information on the Evaluation Team Scoring is provided in Attachment 1.

The members of the *Fire Chief Recruitment Ad Hoc Committee* (Directors Fox, Hasselbrink, Hatch, Hernandez, Sedgwick, Vice Chair Sachs, and Chair Swift) served as the evaluation committee for conducting the final interviews. Based on the results of the interviews, the committee unanimously recommended award of contract to Ralph Andersen & Associates (Attachment 3), the number one ranked firm.

Best and Final Offer

Ralph Andersen & Associates offered a \$2,500 reduction to the total project not-to-exceed cost from their original proposal as a result of a Best and Final Offer request. The reduction in price resulted in savings of approximately 7%.

Recommendation for Award

Based upon the evaluation results and the Best and Final Offer, staff is recommending award of contract to Ralph Andersen & Associates for the Fire Chief Executive Recruitment Services.

Attachment(s) (*On file in the Office of the Clerk and available upon request.)

- 1. Proposal Evaluation Scoring for DC2241 Executive Recruitment Services Fire Chief
- 2. *RFP DC2241
- 3. *Ralph Andersen & Associates Agreement and Proposal

RFP DC2241 – Executive Recruiting Services Fire Chief

Written Evaluation Scoring Summary

J	CPS HR Consulting			William Avery & Associates, Inc.			_	h Anders Associate		Koff	& Assoc	iates	W. Brown Creative Partners			
Total Proposal Cost	\$23,600.00			\$26,900.00			\$35,000.00			\$	28,000.0	0	\$24,900.00			
Evaluator #	1	2	3	1	2	3	1	2	3	1	2	3	1	2	3	
A. Statement of Qualifications & Experience (20)	18	19	18	16	18	18	20	20	17	15	20	14	14	14	15	
B. Past Performance (20)	20	19	18	18	20	18	20	20	17	10	18	14	9	14	15	
C. Project Approach/SOW (30)	30	30	27	27	30	27	27	30	25.5	27	28.5	22.5	21	21	22.5	
D. Overall Responsiveness (10)	10	10	10	9	10	9	10	10	8	9	5	8	7	7.5	6	
Total Points Section A - D	78	78	73	70	78	72	77	80	67.5	61	71.5	58.5	51	56.5	58.5	
Evaluators Rankings Section A – D	1	2	1	3	2	2	2	1	3	4	4	4	5	5	4	
E. Proposed Costs (20)	20	20	20	17.55	17.55	17.55	13.49	13.49	13.49	16.86	16.86	16.86	18.96	18.96	18.96	
Total Points with Cost (A – E)	98	98	93	87.55	95.55	89.55	90.49	93.49	80.99	77.86	88.36	75.36	69.96	75.46	77.46	
Proposal Rankings with Cost	1	1	1	3	2	2	2	3	3	4	4	5	5	5	4	
Sum of Rankings	3		7			8				13		14				
Overall Proposal Rank	1		2			3				4		5				

Fire Chief Recruitment Ad Hoc Committee Interview Rankings

	CPS HR Consulting						William Avery & Associates							Ralph Andersen & Associates					
Ad Hoc Member	1	2	3	4	5	6	1	2	3	4	5	6	1	2	3	4	5	6	
Interview Ranking	3	3	3	3	3	3	2	2	2	2	2	2	1	1	1	1	1	1	
Overall Ranking	3					2							1						

RFP DC2241 - Executive Recruitment Services - Fire Chief



ORANGE COUNTY FIRE AUTHORITY

Request for Proposal

Executive Recruiting Services – Fire Chief

DATE: October 4, 2017 RFP Number: DC2241

The Orange County Fire Authority (OCFA) is seeking proposals from experienced and qualified executive search firms with proven expertise in government/public sector recruitment to conduct a nationwide search for the position of the Fire Chief.

Proposals will be received no later than 11:00 A.M., Thursday, October 19, 2017

Submittal of Proposal may be hand delivered or mailed to Orange County Fire Authority, Purchasing Department, 1 Fire Authority Road, Building C, Irvine, CA 92602 no later than the date and time identified above. Another option is to submit your proposal electronically online through Planetbids.

LATE PROPOSALS WILL NOT BE ACCEPTED

Any questions concerning this RFP can be submitted on-line via the Q&A module available through Planetbids (OCFA's e-procurement system) before **October 12**, **2017 at 3:00 p.m.** OCFA will publish a response to all inquiries through the e-procurement system and/or may issue an addendum as a result.

One (1) original hard copy and one (1) electronic copy in PDF or Word (on Digital Media), of the proposal shall be sent to the attention of the Purchasing Manager, within said time limit, in a sealed envelope identified on the outside with the Offeror's Business Name, Proposal Item Number, and the Due Date. Another option is to submit your proposal electronically through the Planetbids website. <u>If you elect to submit your proposal electronically through Planetbids, no digital media will be required.</u> There will be no public opening of proposals.

If you have any questions, please contact Debbie Casper, C.P.M., CPPB, Purchasing & Materials Manager, at (714) 573-6641 or via e-mail at: debbiecasper@ocfa.org.

Regards,

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

Debbie Casper

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SECTION I: PROPOSAL INFORMATION

INTRODUCTION

The Orange County Fire Authority (OCFA) is currently seeking the services of an executive search firm with proven expertise in executive management recruitment (preferably in government/public sector) that can demonstrate success in a comprehensive national reach and the ability to conduct a successful recruitment for executive and management positions. The immediate executive management recruitment need is finding a permanent Fire Chief for the OCFA.

As a result of this contract, OCFA may elect to establish an annual contract for as-needed executive/management recruitment services with the selected firm.

A successful firm must demonstrate their qualifications in the submitted proposal.

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, and the unincorporated areas of Orange County, California, including State and Federal Responsibility areas. A twenty-five member Executive Board of Directors governs the OCFA. This Board includes an elected official appointed to represent each of the twenty-three member cities and two representatives from the County Board of Supervisors. The OCFA is managed by an appointed Fire Chief who reports to the Executive Board of Directors.

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

The OCFA serves the following jurisdictions:

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

OFFICE OF THE FIRE CHIEF INFORMATION

The most recent Fire Chief resigned from the position effective August 17, 2017. The Fire Chief reports directly to the Board of Directors and is responsible for performing executive level activities including planning, organizing, and directing the operations of the Orange County Fire Authority. Please see the organizational chart (Exhibit 2) and the current position description (Exhibit 3).

ESTIMATED RFP SCHEDULE

Proposal Posting Date
Online Q & A
Due date for Proposals
Tentative Interviews with Finalist (if required)

October 4, 2017 October 12, 2017 at 3:00 p.m. October 19, 2017 no later than 11:00 a.m. November 1, 2017 Award Contract (Tentative)

November 16, 2017

Proposals submitted will be evaluated by staff based on the criteria listed in the RFP. Finalists, based on the staff evaluation of proposal submittals, will be interviewed by a sub-committee of the OCFA Board of Directors. The sub-committee's recommendation will be referred to the OCFA Executive Committee for approval and award of the contract in November.

TERM OF AGREEMENT

The initial term of the agreement should reflect services and fees for completion of the project commencing upon the date of contract execution, and concluding when the project is complete, subject to the "Time of Performance" and the "Termination" provisions of the OCFA's "Pro Forma" Professional Services Agreement (Exhibit 1 – page 30). The contract is subject to the satisfactory negotiation of terms, including a price acceptable to both the OCFA and the selected firm.

Additionally, OCFA would like to establish an annual contract for as needed executive/management recruitment services with the option for up to two (2) additional one year options, not to exceed a total contract term of three years.

PRE-PROPOSAL CONFERENCE

No pre-proposal conference will be held for this solicitation. Any questions concerning this RFP should be submitted on-line via the Q&A module available through Planetbids (OCFA's e-procurement system) before October 12, 2017 at 3:00 p.m. OCFA will publish a response to all inquiries through the e-procurement system and/or may issue an addendum as a result.

DUE DATE

Closing time and date: **October 19, 2017 no later than 11:00 a.m.** One (1) original hard copy (<u>marked original</u>) and one (1) electronic copy in PDF or Word (on CD or DVD) of the proposal must be submitted in sealed envelope marked RFP – DC2241 and submitted to the following address (*unless submitted electronically through Planetbids*):

Delivery Address:

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

GENERAL INFORMATION

The successful firm will be one that demonstrates the requisite experience and ability to provide executive recruiting services. 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 firms with verifiable experience as it relates to the requirement of this solicitation will be considered during the evaluation process.

The OCFA shall not be liable for any pre-contractual expenses incurred by a Firm in relation to the preparation or submittal of a proposal. Pre-contractual expenses include, but are not limited to, expenses by the Firm in preparing a proposal or related information in response to the RFP; negotiations with the OCFA on any matter related to this RFP; and costs associated with interviews, meetings, travel or presentations. Additionally, the OCFA shall not be liable for expenses incurred as a result of the OCFA's

rejection of any proposals made in response to this RFP. In addition, no respondent shall include any such expenses as part of the price proposed to conduct the Executive Recruitment.

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 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. Please direct any questions regarding this proposal to Debbie Casper, C.P.M., CPPB, Purchasing & Materials Manager, via telephone (714) 573-6641 or e-mail: debbiecasper@ocfa.org.

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 RFP. 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 Offerors.

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 firm you represent can be assessed to the best advantage.

MINIMUM QUALIFICATIONS

To be considered for full evaluation and possible award, Respondents must first meet the threshold minimum qualification requirements listed below: (minimum requirements can be met by combining experience, expertise, and resources of the Respondent and any proposed subcontractors)

- Three (3) or more years of experience performing executive management recruiting services, (preferably within public safety and specifically for a fire chief position).
- Five (5) recent references from governmental clients or other clients for whom you have provided similar executive level recruitment services.
- Respondent must be able to meet the OCFA insurance requirements; and
- Respondent and any subcontractors must not be under suspension or debarment by any state or federal government agency.

The Respondent must state specifically in the descriptive narrative how your firm meets the minimum qualifications specified above.

SECTION II: SCOPE OF WORK

This Request for Proposal (RFP) is issued with the intent to select an Executive Recruiting that has the capacity and commitment to perform the services effectively, efficiently and timely as evidenced by the ability of the firm to provide a quality work plan, prior experience with governmental placements at equivalent or similar levels, credentials of staff assigned to the project, and pricing and compensation that is reasonable.

Expected services include the firm to search, screen and develop a list of qualified candidates who have the skills and experience to manage a large and complex Fire & Emergency Services Organization. Proposed services should include, but not be limited to, the following:

- 1. Solicit input from key stakeholders including the OCFA Board of Directors, City Managers, and the various labor groups to develop a written candidate profile (characteristics and attributes of the successful candidate).
- 2. Develop recruitment materials and solicitations that describe the Fire Chief position, the OCFA organization and clearly define the attributes and skills necessary to be successful in the position.
- 3. Develop a written plan for a recruitment strategy and advertising campaign, and present said plan to the OCFA for approval prior to commencement of the recruitment activities.
- 4. Conduct a broad and thorough recruitment through targeted recruitment of qualified individuals from diverse backgrounds who meet the qualifications for the position.
- 5. Receive and screen all applications, conduct preliminary interviews, and provide periodic written responses to all applicants regarding the process and their status in the process.
- 6. Provide oral briefings and/or written summaries of recommended final candidates.
- 7. Check references on the final candidates who are recommended to the Authority.
- 8. Assist in the development and recommendation of a compensation package for the new Fire Chief.
- 9. Negotiate and finalize an initial contract with the selected candidate following consent and approval from the Board of Directors.

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 Offerors without Internet access may obtain a copy of this solicitation by calling (714) 573-6640, or a copy may be picked up during regular business hours. OCFA takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit signed amendments with the proposal response may be grounds for deeming submittal non-responsive.

AWARD SELECTION PROCESS

A response to this Request for Proposal is an offer to contract with OCFA based upon the scope of work contained in OCFA's Request for Proposal and the terms and conditions set forth in the Professional Services Agreement template. Award will be made to the Offeror(s) submitting the most advantageous proposal(s) after consideration of all Evaluation Criteria set forth in this solicitation. An Evaluation Committee will be established by the OCFA. The Committee will evaluate all proposals received in accordance with the Evaluation Criteria. OCFA reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. The award will be made in the best interests of OCFA after all factors have been evaluated.

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 OCFA Board of Directors Executive Committee if required. 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 G 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.

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:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
- 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.
- 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.
- 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 nondisclosure of any such designated portions of a proposal if disclosure is deemed required by law or court order. Additionally, OCFA may request that the bidder/respondent directly defend any action for disclosure of any information marked confidential.

COMPLIANCE WITH LAWS

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

DEBARMENT / SUSPENSION POLICY

In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, each Offeror will be screened at the time of RFP response to ensure respondent, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government.

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

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 an Offeror,

or who has quoted prices on materials to an Offeror, is not thereby disqualified from submitting a subproposal or quoting prices to other Offerors. Reasonable grounds for believing that any Offeror is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Firm is interested. If there is reason to believe that collusion exists among the Firms, OCFA may refuse to consider Proposals from participants in such collusion. Firms shall submit as part of their Proposal documents the completed Non-Collusion Affidavit provided herein.

DISPUTES RELATING TO PROPOSAL PROCESS AND AWARD

In the event a dispute regarding this solicitation arises, the party wishing resolution of the dispute must submit a request to the Purchasing Manager in writing. The request must include information regarding the legal and factual grounds of the dispute, the form of relief requested, and be brought forth in accordance with OCFA's <u>Purchasing Ordinance</u>, <u>Article IX</u>. <u>Legal and Contractual Remedies</u>, which can be found on OCFA's website.

Requests to resolve a dispute concerning improprieties in the proposal process prior to the solicitation due date, must be submitted not less than five (5) working days before the solicitation due date. Should a dispute arise regarding this solicitation's Recommendation for Award or Denial of Award, the request for resolution must submitted in writing within seven (7) days after the party bringing the dispute knows or should have known the facts hereto; however in no event later than seven (7) days after issuance of the Intent to Award.

EXPERIENCE AND COMPETENCY

The successful Offeror(s) shall be skilled and regularly engaged in the general class or type of work called for under the contract. The successful Offeror(s) shall also have no less than three (3) years of 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(s), consideration will be given not only to the financial standing, but also to the general competency of the Offeror for the performance of the work specified in the contract documents.

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.

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.

INQUIRIES

Any question related to the Request for Proposal shall be directed to the Purchasing Manager, Debbie Casper, C.P.M., CPPB. Questions and comments regarding this solicitation must be submitted in writing, either by mail, facsimile or e-mail to the Purchasing Manager, Orange County Fire Authority, 1 Fire Authority Road Bldg. C, Irvine, California, 92602, faxed to (714) 368-8845 or e-mailed to: debbiecasper@ocfa.org, no later than ten (10) days before the Submittal Deadline. The questioner's company name, address, phone and fax number, and contact person must be included with the questions or comments. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. 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.

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 firm(s).

OBJECTIONS

Any objections as to the structure, content or distribution of this RFP must be submitted in writing to Purchasing Manager 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 and 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 Purchasing Manager. 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

- 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.
- 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.
- The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
- Periods of time, stated as a days, shall be in calendar days.
- It is the responsibility of all Offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
- OCFA shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
- 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 firms participating in the solicitation will be available when the recommendation for award(s) is made to the Executive Committee.

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.

RESERVATION OF RIGHTS

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

- Conduct pre-award discussion or pre-award negotiations with any or all responsive responsible proposals; or
- Request that the Offeror furnish additional information; or
- Accept or reject any or all proposals, or portions thereof; or
- Issue multiple awards, if it is in the best interest of the agency; or
- Limit and/or determine the actual contract services to be included in the contract; or
- 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.

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 or submitted electronically through PlanetBids as indicated on the cover page of this solicitation. 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, an Offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.

SECTION VI: EVALUATION OF PROPOSALS AND NEGOTIATIONS

EVALUATION PROCESS

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

1. Statement of Qualifications & Experience (20)

This set of criteria assesses the Offeror's history of performance and demonstrated ability and expertise in providing the service based on the responses provided in the transmittal letter and statement of qualifications in addition to the qualifications and experience of key-personnel assigned to the project team and relevant experience of the firm.

2. Past Performance (20)

This set of criteria assesses the Offeror's prior successful experience in performing similar services to other public entities.

3. Project Approach/Scope of Work (30)

This set of criteria assesses how well the Offeror responds to and demonstrates an understanding of the objectives listed in the RFP based on the responses provided to Project Approach/Scope of work.

4. Overall Responsiveness (10)

This set of criteria assesses the overall responsiveness, organization, and completeness of the proposal.

5. Proposed Costs (20)

The lowest price proposal will not necessarily be selected. OCFA is looking for the best value versus the lowest price. The evaluation of each Offeror's cost proposal will be conducted using the following formula:



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 firms for further evaluation and consideration. Overall responsiveness to the Request for Proposals is an important factor in the evaluation process.

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

AD HOC COMMITTEE EVALUATION

Following its review of proposals, the evaluation committee will rank the proposals refer the highest scoring proposals ("Finalists") to the Ad Hoc Committee, who will conduct interviews with each of the Finalists. The Ad Hoc Committee will take into consideration the information provided during the interview process when evaluating the qualifications of the Offeror(s). OCFA shall not reimburse the Offeror for the costs associated with the interview process. Interviews will be held at a time and place specified by OCFA. The Offeror(s)' key project team members will be invited to attend the interview. Each interview will last approximately thirty (30) minutes, with the time allocated between Offeror's presentation and question and answer period. The interviews are tentatively scheduled on November 1, 2017. 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 an Offeror's firm from others. OCFA is looking for the best value versus the lowest price. The objective is to choose the proposal that offers the highest quality services and will achieve the project goals and objectives within a reasonable budget. Based on its review of the proposals and the information gathered during the interview process, the Ad Hoc Committee will make a recommendation for award of contract(s) to the Executive Committee.

1. Interview Criteria

The interview will be worth 50 points. The score achieved from the interview will be the determining factor for the recommendation for award.

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

3. 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.

4. Post-Proposal Discussions with Offerors:

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

5. Negotiations:

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 firm/s for further evaluation and consideration.

NOTICE OF INTENT TO AWARD/EXECUTION OF CONTRACT

Following the Ad Hoc Committee interviews, a notification of OCFA'S intent to award contract ("Notice of Intent to Award") will be sent to the successful Offeror(s). Immediately following receipt of the Notice of Intent to Award, the successful Offeror shall submit the following items to the Purchasing & Materials Manager or designee:

- A. Two (2) hard copy originals of the Professional Services Agreement ("PSA"), in a form approved by OCFA General Counsel, signed by an individual(s) duly authorized to bind the Offeror.
- B. Evidence of insurance coverage consisting of certificates of insurance and original endorsements as required per the PSA (see Exhibit "1").

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

Following the Executive Committees award of contract, OCFA shall return one fully executed copy of the PSA to Offeror(s).

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. Only proposals from Offerors that meet the minimum qualifications will be evaluated. 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:

- Transmittal letter: Letter should be on the firm's letterhead. The letter should be signed by the Prime Consultant or in the case of a joint venture or other joint-prime relationship; an officer of each venture partner shall sign on behalf of the proposing firm. The letter should explain the Offeror's understanding, approach and strategy for achieving the objectives outlined in the scope of work. The Offeror must state specifically how the firm meets the minimum qualifications stated on page 5. The letter must be signed by an individual authorized to bind the Offeror.
- 2) Appendix A Offeror's Information: Provide a brief profile of the firm including 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 your firm currently has.
- 3) Appendix B Relevant Experience & References: Provide a minimum of five (5) business references (governmental references preferred). Public safety (fire and/or police) recruitment service experience is desired.
- 4) Appendix C Proposal Questionnaire: Submit your responses to the questions in Appendix C.
- 5) Appendix D Offer/Cost Proposal: The pricing should include the details for the different phases of the recruitment process and the cost of each. The OCFA intends to award a Fixed Price Not-To-Exceed contract specific for the recruitment services contract specific to the Fire Chief position. In no event shall the Authority pay an amount in excess of the dollar value negotiated in the contractual agreement with the successful firm.
- 6) Appendix E Certification of Proposal: Signed and returned with proposal.
- 7) Appendix F Tentative Timeline: Describe the sequential work tasks your firm plans to carry out in accomplishing this recruitment and meet the tentative timeline provided in Appendix F. Indicate all key deliverables and content. Provide a specific, detailed project plan that describes how the respondent intends to provide the requested services set forth in the Scope of Work, and provide details on the team that will be assigned if awarded this contract.
- 8) **W-9:** Provide an IRS W-9 Form with submittal.
- 9) Appendix G 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 if applicable. Details on this requirement and the disclosure forms are provided in Appendix G.

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 if by a partnership or a joint venture, state the names and addresses of all general partners and joint venture parties. If the respondent is a sole proprietorship or another entity that does business under a fictitious name, the proposal shall be in the real name of the respondent with a designation following showing "DBA (the fictitious name)," provided however, that no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

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

Firm's Legal Name:	of a contract with the Grange Godiny in a Admonty.		
Firm's Legal Name:			
Firm Parent or Ownership:			
Address:			
Firm Telephone No.	Firm Fax No.		
Timi Tolophone No.			
Firm's Tax I.D. Number:	Incorporated:		
	YES NO		
Legal form of company: (partnership, corporation, joint venture			
Length of time your firm has been in business:	Length of time at current location:		
. . ,	3		
Number of employees and Number of Current Clients			
Management person responsible for direc	et contact with the Orange County Fire Authority and		
service required for this Request for Propo	sal (RFP).		
Name:	Title:		
Telephone No.:	E-mail:		
rolophone rec			
Person responsible for the day-to-day serv	icing 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 G).

*For additional information please see page 7 "Campaign Contribution Disclosure".

APPENDIX B - REFERENCES

Describe fully at least five contracts performed by your firm 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 firm.

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

Method of Approach

- 1) Provide relevant information demonstrating competence in the services to be provided; including supporting evidence of strength and stability of the firm; staffing capability; and current work load.
- 2) Provide information on any innovative or unique methods used that distinguish your firm from other recruiting firms.
- 3) Why would the strongest candidates be attracted to recruitments managed by your firm?
- 4) What does your firm do to ensure confidentiality of applicants?
- 5) Provide details of significant recruitment efforts of executive management positions during the past few years, and success of these recruitments.
- 6) Provide a list of executives that your firm has placed recently, include position and agency.
- 7) What is the average number of years your firm's placements remain with the agency for which you placed them?
- 8) Describe your method of recruiting to fill a position of this type. Include your method of locating and screening candidates and your method of coordinating the search and selection process with the Human Resources department.
- 9) Describe your firm's resources and contacts in fire service field.
- 10) The tentative timeline for the fire chief recruitment is provided in Exhibit F. Review the proposed timeline and provide any recommendations for modifications. Include deadlines for preparing all project deliverables.
- 11) Provide details of your placement guarantee. Indicate your firm's policy in the event the candidate selected for the position does not for any reason complete six to twelve months of service in this position.
- 12) If the initial recruitment process doesn't produce a successful candidate, how does your firm handle this?
- 13) Describe the sequential work tasks you plan to carry out in accomplishing this recruitment. Indicate all key deliverables and contents.
- 14) What method will your firm utilize to solicit input from stakeholders to develop a written candidate profile? Include who you would consider to be stakeholders.
- 15) Describe your firm's background process.

Qualifications & Experience

- 16) Provide a detailed recruitment process timeline, position announcement, recruitment materials and position descriptions for three (3) recent mid to high level recruitments.
- 17) Include resumes for each member of the search team including specific knowledge, expertise and experience in providing executive recruiting services for public safety chief positions and other executive management positions.
- 18) Provide information and the staff support required from OCFA personnel for your firm to complete this recruitment.
- 19) Include any other information you consider to be relevant to the proposal.

APPENDIX D - PRICING PAGE

Proposal Costs - The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided. This section shall include the proposed costs to provide the services as described in your proposal. OCFA will not separately reimburse costs not included in the proposal. The pricing provided below should include all administrative and support costs to complete the Executive Recruitment.

Description of Services	Estimated Hours	Amount
Development of Recruitment Process Timeline		
Development of Position Description		
Develop Announcement & Recruitment Materials		
Subtotal – Recruitment Development		
Recruitment		
Identify Potential Candidates		
Screen applicants and conduct preliminary interviews		
Subtotal – Recruitment Services		
Review and Selection		
Set up interviews with top candidates to determine finalists		
Oral briefings and/or written summaries of candidates		
Conduct reference checks on final candidates		
Coordinate final selection interviews		
Subtotal – Review/Selection		
Job Offer		
Verification of credentials		
Background check		
Offer, salary negotiation and acceptance		
Subtotal – Job Offer/Final Selection		
Travel Costs*		
Miscellaneous Costs		
Total Not To Exceed Amount		

anticipated face-to-face visits. costs.	Additional pages may be attached if necessary to fully explain the

*Provide details of what is included in the travel cost listed above, including the number of

APPENDIX D - PRICING PAGE CONTINUED

1.	Estimated time to complete projection	ct:	
2.	additional face-to-face meeting w	uld the Board of Directors or Ad-Hoc Selectivith executive recruiting firm is necessary. The total cost and need to be detailed.	
3.		tions be if a successful candidate is not sele	
	process? What are the firm's co found.	emmitments to repeating the process until a	a successful candidate is
4.	recruitment services for future rec	ails on how fees would be calculated and h	
_			
5.	Provide your Firm's hourly rates:	Position:	Hourly Rate:

<u>Term of Offer</u>: 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.

APPENDIX E - CERTIFICATION OF PROPOSAL

In responding to RFP DC2241 Executive Recruitment 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 to or deviations from the terms of the Professional Services Agreement (Exhibit 1) they must be stated in an attachment included with the offer. Where Offeror wishes to propose alternatives to the Authority's contractual requirements, these should be thoroughly explained. While exceptions will be considered, OCFA reserves the right to determine that an offer is non-responsive based upon any exceptions taken. OCFA's governing body reserves the right to deny any material exceptions to the contract. If no contractual exceptions are noted, Offeror will be deemed to have accepted the form of the contract requirements set forth in Exhibit 1.

- 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. <u>The Offeror has submitted the Party, Participant (Agent) Disclosure Form if applicable.</u>
- E. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
- F. The Offeror complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion.

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

TO THE ORANGE COUNTY FIRE AUTHORITY:

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

Name of Firm			
Address			
City	State		Zip
Signature of Person Authorized to Sign		 Date	
Printed Name		 Title	

APPENDIX F – TENTATIVE TIMELINE FIRE CHIEF RECRUITMENT

<u>Timeline</u>	<u>Activity</u>	Responsibility
Oct 3	Initial meeting of the Fire Chief Selection Ad Hoc Committee; review proposed process and provide direction to staff for any modifications	Ad Hoc Committee
Oct 4	Release RFP (open for 2 weeks)	Purchasing
Oct 19	Recruiting Firm RFP responses due	Purchasing
Oct 23 - 26	Evaluate submittals, identify top firms for interview by Ad Hoc Committee	Purchasing, Human Resources, Executive Management
Nov 1	Ad Hoc Committee interviews top firms, formulates recommendation for award of contract by the Executive Committee	Ad Hoc Committee
Nov 2 - 5	Negotiate contract, prepare Executive Committee staff report	Purchasing & Human Resources
Nov 16	Executive Committee awards contract for Recruiting Firm	Executive Committee
Nov 17	Issue purchase order/contract to Recruiting Firm	Purchasing
Nov 18 – 30	Solicit stakeholder input and develop desired candidate profile, for review by the Ad Hoc Committee	Recruiting Firm & Ad Hoc Committee
Dec 4 – Jan 7	Create recruitment brochure and place advertisements in trade journals to attract qualified candidates	Recruiting Firm
Dec 4 – Jan 7	Active recruitment period in which candidates submit application materials	Recruiting Firm
Jan 8 – Jan 11	Final screening of applicants to identify top 8-10 qualified candidates for paper review with the Ad Hoc Committee	Recruiting Firm & Ad Hoc Committee
Jan 18	Panel Interviews with top 8-10 qualified candidates to identify top 2-3 finalists	Board Panel & Technical Panel
Jan 25	Final selection interviews with top 2-3 final candidates	Board of Directors
Jan 26 - Feb 22	Job offer, background check, negotiation of recommended contract for approval on Feb 22	Recruiting Firm, Human Resources, & Ad Hoc Committee
Feb 22	Appoint new Fire Chief and review/approve recommended contract	Board of Directors

APPENDIX G - PARTY AND PARTICIPANT DISCLOSURE FORMS

ORANGE COUNTY FIRE AUTHORITY - PARTY DISCLOSURE

The attached <u>Party Disclosure Form</u> 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 14 of this solicitation.

The <u>Participant Disclosure Form</u> 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 venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any board member 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 venturer(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 firm subject to party disclosures?
No $\ \ \ \ \ \ \ \ \ \ \ \ \ $
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 date 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 <u>Participant Disclosure Form</u> 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 Firm Name:
Party's Name:
Party's Address:
Party's Telephone:
Solicitation Title and Number:
Date:
Signature of Farty and/of Agent
Board Member(s) or Alternate(s) to whom you and/or your agent made campaign contributions and date 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

Craig Green, Director

City of Placentia

Tim Brown, Director

City of San Clemente

Juan Villegas, Director

City of Santa Ana

David John Shawver, Director

City of Stanton

Bill Nelson, Director

City of Villa Park

Gene Hernandez, Chairman

City of Yorba Linda

Todd Spitzer, Director

County of Orange

Ed Sachs, Vice Chair

City of Mission Viejo

Robert Johnson, Director

City of Cypress

Melissa Fox

City of Irvine

Don Sedgwick, Director

City of Laguna Hills

Noel Hatch, Director

City of Laguna Woods

Shelley Hasselbrink, Director

City of Los Alamitos

Carol Gamble, Director

City of Rancho Santa Margarita

Sergio Farias

City of San Juan Capistrano

Ellery Deaton, Director

City of Seal Beach

Al Murray, Director

City of Tustin

Tri Ta, Director

City of Westminster

Lisa Bartlett, Director

County of Orange

RFP DC2241 – Executive Recruitment Services – Fire Chief			
EXHIBIT 1 - PROFESSIONAL SERVICES AGREEMENT			
30			

ORANGE COUNTY FIRE AUTHORITY PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR	PROFESSIONAL SEF	RVICES ("Agreement") is made
and entered into this day of	of, 201_	, by and between the Orange
County Fire Authority, a public	agency, hereinafter	referred to as "OCFA", and
, a, her	einafter referred to a	s "Firm". OCFA and Firm are
sometimes individually referred to	herein as a "Party" and	d collectively as the "Parties".
•	·	
	RECITALS	

WHEREAS, OCFA requires the services of a qualified firm to provide Executive Recruiting Services as requested in RFP DC2241, hereinafter referred to as "Project"; and

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

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

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

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

AGREEMENT

1. PROFESSIONAL SERVICES

1.1 Scope of Services

In compliance with all terms and conditions of this Agreement, Firm shall provide those services specified in Firm's Proposal attached hereto as Exhibit "A." The Scope of Services includes by reference and by addendum: (1) OCFA's Request for Proposal, RFP DC2241, dated October 4, 2017 ("RFP"), (2) Firm's Proposal, and (3) any amendments, addendums, change orders, or modifications mutually agreed upon by the parties hereto ("Services" or "Work"). Firm warrants that all Services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Firm represents and warrants that it and all employees, subconsultants and subcontractors providing any Services pursuant to this Agreement shall have a sufficient skill and experience to perform the

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

1.2 Compliance with Law

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

1.3 <u>Licenses and Permits</u>

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

1.4 Familiarity with Work

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

1.5 Care of Work

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

1.6 Additional Services

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

2. TIME FOR COMPLETION

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

3. COMPENSATION OF FIRM

3.1 Compensation of Firm

For the services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed, in accordance with the terms set forth in Exhibit "A," in an amount not to exceed \$______, which includes \$______ for travel and miscellaneous costs of \$_____ for advertising, clerical, graphic design, research, printing and binding, postage and delivery. Firm guarantee's that if within a one-year period after the appointment, the Fire Chief, resigns or is dismissed for cause, the firm will perform an additional recruitment at the cost of expenses only to perform the additional recruitment.

3.2 Method of Payment

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

3.3 Changes

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

- A. To provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product or work;
- B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Firm's profession.

1260283.1

3.4 Appropriations

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

4. PERFORMANCE SCHEDULE

4.1 Time of Essence

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

4.2 Schedule of Performance

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

4.3 Force Majeure

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

4.4 Term

This agreement shall continue in full force and effect until satisfactory completion of the services, unless earlier terminated in accordance with Sections 8.5 or 8.6 of this Agreement but not exceeding 240 days from the date hereof, unless extended by mutual written agreement of the parties.

5. COORDINATION OF WORK

5.1 Representative of Firm

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

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

5.2 Contract Officer

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

5.3 Prohibition Against Subcontracting or Assignment

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

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

5.3.2.1 Withholding Payment for Non-Authorized Subcontractors. OCFA shall have the right to withhold payment from Firm

for services performed by any subcontractor or subconsultant performing Services but not authorized in writing by OCFA, or regarding which the insurance or other requirements under this Agreement have not been satisfied.

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

5.4 <u>Independent Contractor</u>

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

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

5.6 Employee Retirement System Eligibility Indemnification

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

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

6. INSURANCE AND INDEMNIFICATION

- 6.1 <u>Compliance with Insurance Requirements</u>. Firm shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to OCFA, all insurance required under this section. Firm shall not commence any Services under this Agreement unless and until it has provided evidence satisfactory to OCFA that it has secured all insurance required under this section. If Firm's existing insurance policies do not meet the insurance requirements set forth herein, Firm agrees to amend, supplement or endorse the policies to meet all requirements herein.
- **6.2** Types of Insurance Required. Without limiting the indemnity provisions set forth in this Agreement, Firm shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

6.2.1 Professional Liability/Errors and Omissions Insurance

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

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

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

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

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

6.2.2 Commercial General Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than one million dollars (\$1,000,000.00) per

occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. CGL insurance shall be provided on an occurrence-based coverage form; a "claims made" CGL policy is not acceptable. Firm shall maintain CGL insurance with per-claim, aggregate and products and operations completed limits no lower than the minimum CGL coverage limits set forth above. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for any of the following: (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) any other exclusion contrary to this Agreement.

- **6.2.3 Automobile Liability Insurance**. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile liability insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury, disease and property damage. Defense costs shall be paid in addition to the policy limits. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles, and be endorsed to eliminate any exclusion applicable to any of them.
- **6.2.4 Workers' Compensation Insurance**. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements applicable in the State of California. Firm hereby waives on its own behalf, and shall obtain an endorsement from its workers' compensation insurer waiving on the insurance company's behalf, all rights of subrogation against the OCFA, its board members, officials, officers, employees, agents and volunteers.
- **6.2.4.1** If subconsultants or subcontractors are used, Firm shall require each of its subconsultants and subcontractors, if any, to waive all rights of subrogation, and to obtain endorsements from the subconsultants'/subcontractors' workers' compensation insurers waiving all rights of subrogation, against the OCFA, its board members, officials, officers, employees, agents and volunteers.
- **6.2.4.2** Firm and each of its subconsultants and subcontractors shall also maintain, in full force and effect throughout the term of this Agreement, Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000.00) per injury or illness.
- 6.3 <u>Acceptability of Insurers</u>. Each insurance policy required by this section shall be issued by a licensed company authorized to transact business by the Department of Insurance for the State of California with a current rating of A:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Line Insurers (LASLI)), by the latest edition of A.M. Best's Key Rating Guide, except that the OCFA will accept workers' compensation insurance from the State Compensation Fund. In the event the

OCFA determines that the Services to be performed under this Agreement creates an increased or decreased risk of loss to the OCFA, the Firm agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the OCFA.

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

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

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

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

6.4.1.1.1 Additional Insured Endorsements:

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

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

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

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

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

- 6.5 <u>Deductibles and Self-Insured Retentions</u>. Any deductible or self-insured retention must be approved in writing by the OCFA in advance. The decision whether to approve or withhold approval of a deductible or self-insured retention shall be made by the OCFA in the OCFA's sole and absolute discretion. (Firm may request pre-approval from OCFA of a deductible or self-insured retention prior to submitting Firm's Proposal).
- 6.6 <u>Waiver of Subrogation</u>. All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the OCFA, its officials, officers, employees, agents and volunteers, or shall specifically allow Firm or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Firm hereby agrees to waive its own right of subrogation against the OCFA, its officials, officers, employees, agents and volunteers.
- **6.6.1 Waivers of Subrogation: Subconsultants and Subcontractors.** If OCFA approves the use of subconsultants or subcontractors for the performance of any portion of the Services, then Firm shall obtain from each subconsultant and subcontractor, and make available to OCFA upon request, written express waivers by each subconsultant and subcontractor of the right of subrogation against the OCFA, its officials, officers, employees, agents and volunteers, and policy endorsements of each of its subconsultants' and subcontractors' insurance policies waiving any rights of subrogation against the OCFA, its officials, officers, employees, agents and volunteers insurer. All such waivers and endorsements shall be obtained prior to commencement of any Services by each subconsultant or subcontractor.
- 6.7 <u>Evidence of Coverage</u>. Concurrently with the execution of the Agreement, Firm shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required to be maintained by Firm by this Section 5. Firm shall promptly furnish, at OCFA's request, copies of actual policies

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

- **6.7.1** Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval.
- **6.7.2 Authorized Signatures**. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.
- 6.7.3 Renewal/Replacement Policies. At least fifteen (15) days prior to the expiration of any policy required by this Agreement, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the OCFA. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Firm shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the OCFA evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies meeting all requirements of this Agreement.
- **6.8** Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Firm may be held responsible for losses of any type or amount.
- **6.9 Enforcement of Agreement (Non-Estoppel)**. Firm acknowledges and agrees that actual or alleged failure on the part of the OCFA to inform Firm of any non-compliance with any of the insurance requirements set forth in this Agreement imposes no additional obligation on the OCFA nor does it waive any rights hereunder.
- **6.10 Insurance for Subconsultants**. If OCFA approves the use of subconsultants or subcontractors for the performance of any portion of the Services, then Firm shall be responsible for causing each approved subconsultant and subcontractor to procure and maintain insurance in the same types and amounts required for Firm, and in full compliance with the insurance requirements set forth in this Agreement, except as otherwise authorized in writing by the Contract Manager.
- **6.10.1 Delivery of Evidence of Subcontractor Insurance**. Upon request of OCFA, Firm shall deliver to OCFA all certificates of insurance and endorsements required from subcontractors and subconsultants. (Note: Firm's duty to obtain all required insurance for subcontractors and subconsultants required under this Agreement applies whether or not OCFA requests delivery of evidence of such coverage.)

- **6.11 Other Insurance Requirements**. The following terms and conditions shall apply to the insurance policies required of Firm and its subconsultants and subcontractors, if any, pursuant to this Agreement:
- **6.11.1** Firm shall provide immediate written notice to OCFA if (1) any of the insurance policies required herein are terminated, cancelled, suspended, or non-renewed (2) the limits of any of the insurance coverages required herein are reduced; (3) any required insurance coverage is reduced below the required minimum limits through claims or otherwise, or (4) the deductible or self-insured retention is increased.
- **6.11.2** All insurance coverage and limits required under this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the OCFA or its operations shall limit the application of such insurance coverage.
- **6.11.3** None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the OCFA and approved in writing.
- **6.11.4** Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay the Project. It is Firm's obligation to ensure timely compliance with all insurance submittal requirements as provided herein and Firm agrees to reimburse OCFA for any losses resulting from its failure, or its subconsultants' or subcontractors' failure, to timely comply with the requirements of this Agreement.
- **6.11.5** Firm agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Firm, provide the same minimum insurance coverage required of Firm. Firm agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Firm agrees that upon request, all agreements with, and evidence of insurance from, subconsultants and subcontractors and others engaged in performing any Services will be submitted to the OCFA for review.
- **6.11.6** Firm agrees to provide immediate written notice to OCFA of any claim, demand or loss arising out of the Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to an amount less than required by this Agreement.

6.12 Indemnification.

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

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

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

7. RECORDS AND REPORTS

7.1 Reports

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

7.2 Records

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

7.3 Ownership of Documents

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

7.4 Release of Documents

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

7.5 Confidential Materials

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

8. ENFORCEMENT OF AGREEMENT

8.1 California Law

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

8.2 Waiver

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

8.3 Rights and Remedies are Cumulative

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

8.4 Legal Action

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

8.5 <u>Termination Prior to Expiration of Term</u>

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

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

8.6 Termination for Default of Firm

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

8.7 Attorneys' Fees

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

9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

9.1 Non-Liability of OCFA Officers and Employees

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

9.2 Covenant Against Discrimination

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

10. MISCELLANEOUS PROVISIONS

10.1 Confidentiality

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

10.2 Notice

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

Attention: 1 Fire Authority Road Irvine, CA 92602	David E. Kendig, General Counsel Woodruff, Spradlin & Smart 555 Anton Blvd. Suite 1200 Costa Mesa, CA 92626
To Firm:	[Name] Attention: [Address]

10.2 <u>Integrated Agreement</u>

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

10.3 Amendment

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

10.4 **Severability**

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

10.5 Corporate Authority

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

[Signatures on Following Page]

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

	"OCFA"	
	ORANGE COUNTY FIRE AUTHORITY	
Date:	By:	
	Debbie Casper, C.P.M., CPPB Purchasing & Materials Manager	
APPROVED AS TO FORM.	ATTEST:	
Ву:		
DAVID E. KENDIG GENERAL COUNSEL	Sherry A.F. Wentz Clerk of the Board	
Date:		
	"FIRM"	
	[FIRM NAME]	
Dates	Dur	
Date:	Bv:	

Orange County Fire Authority Policy Organization Chart

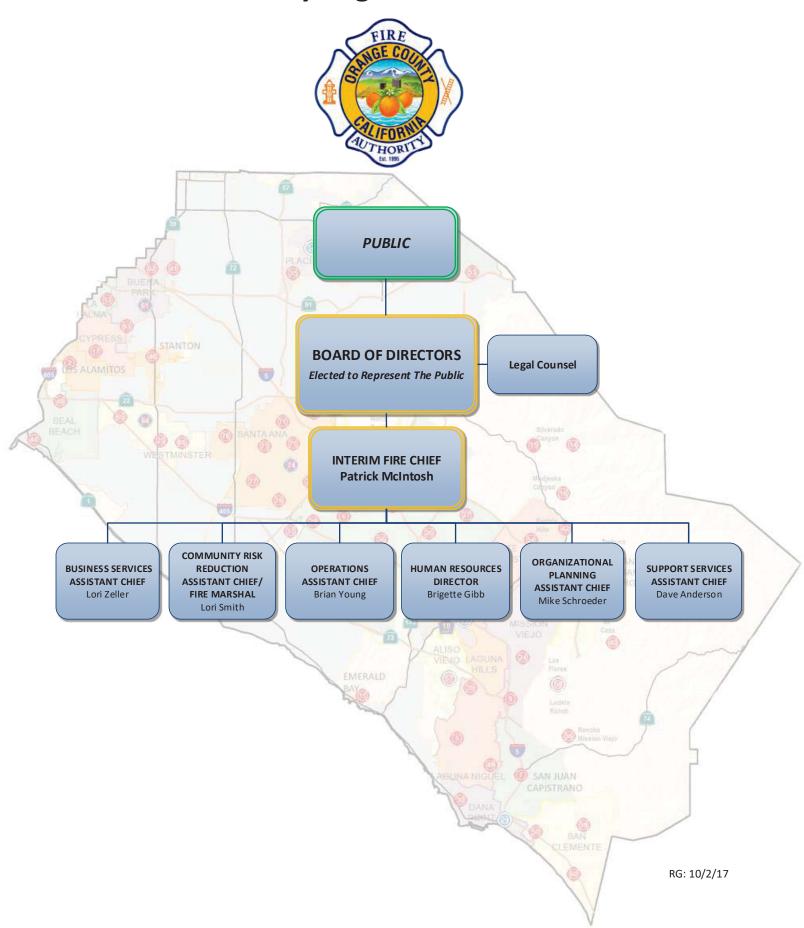


EXHIBIT 3



FIRE CHIEF

Class Code: 5836

Bargaining Unit: EXECUTIVE MANAGEMENT

ORANGE COUNTY FIRE AUTHORITY Established Date: Mar 1, 1995

SALARY RANGE

\$244,999.04 Annually

DESCRIPTION:

CLASS SUMMARY:

Incumbent is responsible for performing executive level activities. Incumbent is responsible for planning, organizing, and directing the operation of the Orange County Fire Authority (OCFA) and to act at the direction of the OCFA Board of Directors.

DISTINGUISHING CHARACTERISTICS:

The Fire Chief is the third level in a three level executive management series. The Fire Chief is distinguished from the Deputy Fire Chief, which has responsibility for assisting the Fire Chief in organizing and directing the operation of the OCFA.

ESSENTIAL FUNCTIONS:

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

Confers with and directs the day-to-day activities of the OCFA through the Deputy Fire Chief; directs his training and development and evaluates his performance.

Plans, implements, and directs all phases of the operations of the Authority; formulates departmental operating policy in conformance with Board of Directors' policy and legislative mandate.

Develops and recommends departmental goals and objectives and delegates authority and responsibility to meet the goals and objectives; evaluates and reports to the Board of Directors on the effectiveness and efficiency of departmental operations.

Establishes the implementation of OCFA standard operating procedures and ensuring compliance with Federal, State, and local laws.

Reviews management staff recommendations for staff and equipment; recommends departmental budget priorities; presents and justifies program and budget recommendations for the Board of Directors.

Coordinates with contiguous fire departments and develops mutual assistance programs where appropriate.

Meets with citizen groups to discuss and explain the various OCFA all-risk injury prevention and life safety programs; promotes community support of the Authority programs.

Evaluates community needs; recommends modification of departmental operations to meet new or changed needs.

Works closely with the City Manager's Technical Advisory Committee, three standing committees of the Board of Directors, as well as special ad hoc committees as needed.

Performs other duties of a similar nature or level.

MINIMUM QUALIFICATIONS:

EDUCATION AND EXPERIENCE (position requirements at entry):

Bachelor's Degree in Public Administration, Business Administration, or a related field. Ten (10) or more years of progressively responsible divisional or departmental management experience, including labor relations, meet and confer with employee groups, and grievance resolution. Up to four years of job-related experience can be substituted for up to two years of the education requirement for this position; or, an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above.

Desirable: Additional college-level or coursework above the Bachelor's Degree level. Enrollment in the National Fire Academy Executive Fire Officer Program; Public Administration, Fire Protection Administration or related field; qualified under the National Wildfire Coordinating Group guidelines, in one or more Incident Command System Section Chief positions.

LICENSES AND CERTIFICATIONS (position requirements at entry):

Possession of or ability to obtain a valid California Driver License, Class C or higher, before date of appointment, may be required. This classification is subject to enrollment in the California DMV Pull Notice Program, which periodically provides Risk Management with the incumbent's Driver License record and status.

KNOWLEDGE (position requirements at entry):

Knowledge of:

- Contemporary leadership principles and practices applicable to a modern, decentralized, service-oriented organization;
- Management principles and practices necessary to plan, analyze, develop, direct, and evaluate regional programs, administrative policies, organizational structures, and the various OCFA all-risk injury and life safety practices;
- Principles and processes necessary to accomplish organizational change in a highly traditional and unionized work environment;
- Principles and modern methods of fire suppression/prevention;
- Administration principles and practices including organization, fiscal management, budgetary preparation and controls, program planning, implementation, and administration; local government funding regulations and processes including fee for service, property tax regulation and cost recovery;
- Federal and State laws, rules, and procedures governing fire suppression, prevention, and investigation;
- Principles of employee supervision and personnel management including labor relations, training, disciplining of personnel, and modern information systems.

SKILLS (position requirements at entry):

Skill in:

- Plan, organize, direct, and coordinate operations of the OCFA, and motivate organizational units to meet departmental objectives;
- Coordinate departmental program objectives with the general goals of the total

organization and its various operations;

- Define problem areas; direct the collection, interpretation, and evaluation of data and development of sound solutions to technical and administrative fire suppression problems;
- Coordinate and initiate actions, implement decisions and recommendations;
- Interpret complex regulations, laws, and guidelines;
- Establish and maintain effective working relationships with others, especially in sensitive relationships with representatives of other agencies or governmental units, employee associations, and citizen groups;
- Deal tactfully and persuasively with others in controversial situations;
- Evaluate the adequacy of procedures, budgets, staffing requirements, and programs;
- Communicate effectively through oral presentations, written reports, and discussions with executive level staff, and other Federal, State, and local agencies, departments, groups, and individuals.

SUPPLEMENTAL INFORMATION:

PHYSICAL REQUIREMENTS:

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

Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or negligible amount of force constantly to move objects. If the use of arm and/or leg controls requires exertion of forces greater than that for Sedentary Work and the worker sits most of the time, the job is rated for Light Work.

WORKING CONDITIONS:

Incumbents work in a standard office environment.

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



5800 Stanford Ranch Road Suite 410 Rocklin, California 95765 916.630.4900

October 17, 2017

Ms. Debbie Casper, C.P.M., CPPB Purchasing & Materials Manager Orange County Fire Authority 1 Fire Authority Road Bldg. C Irvine, California 92602

Dear Ms. Casper:

Ralph Andersen & Associates is pleased to submit our proposal to provide executive search services to the Orange County Fire Authority (OCFA) for the recruitment of the position of Fire Chief. We look forward to your favorable consideration and the opportunity to work with the Orange County Fire Authority on this important assignment.

We feel strongly that our past client relationships will attest to the professionalism of our services. For your further review and consideration, we have included sample brochures for the previous Fire Chief search conducted for the OCFA as well as the City of Los Angeles Fire Chief search and the Santa Barbara County Fire Chief search.

The Orange County Fire Authority will have Mr. David M. Morgan as the Project Director on this search for a new Fire Chief. We believe this engagement will be best served under his leadership.

Our Understanding of the Assignment

The Orange County Fire Authority has requested a proposal to assist in the identification and recruitment of a highly qualified group of candidates for the position of Fire Chief. In particular, OCFA is seeking a firm with the professional experience to clearly assess OCFA's needs and formulate a strategy to *deliver quality results*.

At Ralph Andersen & Associates, we believe that gaining a complete understanding of our client's specific objectives and priorities is essential prior to launching any search assignment. This process includes the identification and incorporation of a variety of important details such as the candidate's desired skills and experience as well as the critical "soft skills" related to temperament, personality, management philosophy, and other factors that will ultimately determine the candidate's "fit" with the organization.

We begin each search by working closely with your leadership, stakeholders, staff, and, when appropriate, your community to ensure a complete picture of the desired candidate pool is developed. Our team-oriented approach matched with this 360-degree perspective means we ensure that a complete understanding of the organization's mission and culture translates into those specific traits and characteristics necessary to ensure the selected candidate is successful in the position.

We understand that OCFA expects aggressive, personalized outreach to identify a diverse and highly qualified applicant pool and a selection process that includes comprehensive candidate

reports based on thorough reference and background checks. We will begin with fully detailed profiles of the desired candidate's characteristics and build a recruitment strategy that is tailored to meet OCFA's specific needs. The resulting outreach and advertising campaign will incorporate the extensive use of personal outreach to recruit a diverse and highly qualified group of candidates.

Our Professional Competency in Local Government

Ralph Andersen & Associates has been providing executive search and management consulting services since 1972. As such, the executive recruitment techniques used by Ralph Andersen & Associates have been developed and used successfully with hundreds of clients for more than 45 years. As a national search firm, our client list includes a wide range of municipalities including some of the largest and fastest growing cities in the country. Our firm has significant recruiting and consulting experience in California. As a highly qualified and experienced executive search firm, Ralph Andersen & Associates brings an extensive network of contacts in the area of local government that will prove invaluable in quickly identifying a pool of outstanding candidates for the Orange County Fire Authority.

With Ralph Andersen & Associates, there is an entire team behind every recruitment. Our firm takes a multi-disciplined, team approach to executive search. Successful outreach relies heavily on person-to-person contact to identify outstanding potential candidates and, in the evaluation phase, to gain a complete understanding of the background, experience, and management style of the top candidates. By drawing on the combined expertise of our associates and our network of professional contacts, we address outreach from a wide variety of perspectives and find unique ways to identify and recruit the best and brightest.

How the Firm Meets the Minimum Qualifications

Ralph Andersen & Associates meets and exceeds the minimum qualifications as outlined on page 5 of the RFP.

- Ralph Andersen & Associates has over 45 years of experience conducting executive recruitments for a wide variety of public sector agencies.
- Our references are provided, as requested in the RFP, on the form titled "Appendix B References." We would be happy to provide additional references upon request.
- Ralph Andersen & Associates is able to meet OCFA's insurance requirements. Ralph Andersen & Associates has the following insurance coverage currently in effect and will continue to maintain this level of coverage throughout the project.
 - Professional Liability Insurance with a limit of liability \$2,000,000 for Claims-Made and Reported.
 - Comprehensive General Liability Insurance with a General Aggregate limit of \$4,000,000; Products & Completed Operations Aggregate limit of \$4,000,000; Personal and Advertising Injury limit of \$4,000,000; Each occurrence limit of \$2,000,000.
 - Excess Automobile Liability Insurance (non-owned and hired auto only) with limits of \$2,000,000 (per person) and \$4,000,000 for bodily injury (per accident).

- Workers' Compensation and Employers' Liability Insurance (State of California limits apply).
- Ralph Andersen & Associates has never been under suspension or debarred by any state or federal government agency.

*** * ***

We would be happy to meet to discuss the services we offer or to further refine this work plan to meet OCFA's specific needs. Please call Dave Morgan at 916/630-4900 for more information.

Respectfully Submitted,

Heather Rensepler

Heather Renschler

President/CEO

Firm's Detailed Information

History of the Firm

Ralph Andersen & Associates has been providing practical, responsive executive search and management consulting services to the local public sector and related industries since 1972. With each new assignment, we earn our reputation as the nation's premier local government consulting organization.

Ralph Andersen & Associates is a California Corporation and is not a subsidiary nor does it have any subsidiaries. Contact information for the Corporate Office is 5800 Stanford Ranch Road, Suite 410, Rocklin, California 95765; telephone: (916) 630-4900; fax: (916) 630-4911; website: www.ralphandersen.com; email: info@ralphandersen.com. Ralph Andersen & Associates has more than 45 years of experience conducting executive recruitments for a variety of public sector agencies. The firm currently has 14 employees.

Ralph Andersen & Associates serves a nationwide clientele through its Corporate Office in Sacramento (Rocklin), California. Through its network of professionals associated with the firm, Ralph Andersen & Associates also provides services to municipal clients throughout the United States.

Our staff of professionals and support staff include acknowledged leaders in their respective fields. Supplementing their extensive consulting backgrounds, our senior executives all have personal, hands-on executive experience in the operation of public agencies and private businesses.

Range of Services Offered

Ralph Andersen & Associates specializes in the following primary service areas: executive search, management consulting, and human resources consulting.

- Executive Search At Ralph Andersen & Associates, there's always an entire team behind every recruitment assignment that we undertake. Our multi-disciplinary approach takes the best ideas in executive recruiting and creates innovative ways to get the right candidates for clients. When you retain Ralph Andersen & Associates, you actually get an entire team's worth of support and expertise working together to achieve your organization's objectives. The firm has conducted executive searches for large and small organizations throughout the nation. In addition to conducting searches for Fire Chief and other chief executive officer positions, Ralph Andersen & Associates has successfully completed searches in every area of municipal service. Ralph Andersen & Associates believes the most important element of a successful executive search is to listen carefully to what our clients are looking for in terms of candidate experience and qualifications. Using these client-focused guidelines, candidate identification is undertaken through marketing and personal outreach.
- Management Consulting Ralph Andersen & Associates helps organizations improve
 their performance potential with a range of management consulting services. The types of
 services provided by the firm include management and performance audits, organizational
 analyses, productivity improvement analyses, agency and service consolidation

assessments, specialized financial management including debt restructuring and organizational problem solving. In addition to providing these services to entire organizations, the firm often conducts management consulting engagements that are focused in a specific service area such as public safety, city management, finance, public works, community development and other major service areas. Ralph Andersen & Associates treats every management consulting engagement as unique. This approach means we will assemble a consulting team comprised of consultants with the specific talents and experiences needed to successfully achieve the client's objectives. Our team of experienced consultants perform complex analyses and recommend solutions that are practical and most importantly, are capable of being implemented by our clients.

 Human Resources Consulting – The firm provides a full range of contemporary human resources consulting including classification studies, compensation studies, benefits analysis, pay plan development, executive pay, and pay for performance. Key staff have proven success in working with labor groups and elected officials in identifying solutions and solving challenging problems. Services also include expert witness services for mediation and arbitration hearings. Our approach to consulting services is characterized by proven methods, extensive data collection, accurate analysis, and effective communication and messaging.

Number of Current Recruitments

Ralph Andersen & Associates is currently conducting 50 recruitments. Recruitments are at various stages in the recruitment process.

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 if 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

Firm's Legal Name: Ralph Andersen & Associates	
Firm Parent or Ownership:	
N/A	
Address: 5800 Stanford Ranch Road, Suite 410, Rocklin	, CA 95765
Firm Telephone No.	Firm Fax No.
(916) 630-4900	(916) 630-4911
Firm's Tax I.D. Number: 94-2299383	Incorporated: YES X NO
Legal form of company: (partnership, corporation, joint ventue California Corporation	ire)
Length of time your firm has been in business:	Length of time at current location:
45 years	13 years (45 years in Sacramento)
Management person responsible for dire	uitments): 50 (all at various stages in the recruitment process) ect contact with the Orange County Fire Authority and
service required for this Request for Prop	
Name: Heather Renschler	Title: President/CEO
Heather Renschler	President/CEO
Heather Renschler Telephone No.:	President/CEO E-mail: heather@ralphandersen.com
Heather Renschler Telephone No.: (916) 630-4900	President/CEO E-mail: heather@ralphandersen.com
Heather Renschler Telephone No.: (916) 630-4900 Person responsible for the day-to-day ser	President/CEO E-mail: heather@ralphandersen.com rvicing of the account:
Heather Renschler Telephone No.: (916) 630-4900 Person responsible for the day-to-day ser Name:	President/CEO E-mail: heather@ralphandersen.com rvicing of the account: Title:

If yes, you are required to submit form/s (see Appendix G). *For additional information please see page 7 "Campaign Contribution Disclosure".

Relevant Experience & References

At Ralph Andersen & Associates, we feel strongly that our past client relationships will attest to the professionalism of our services.

References are provided on the following page on the RFP form "Appendix B – References".

We would be pleased to provide additional references upon the OCFA's request.

A listing of recent fire related recruitments conducted by Ralph Andersen & Associates is provided in the section entitled Proposal Questionnaire.

APPENDIX B - REFERENCES

Describe fully at least five contracts performed by your firm 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 firm.

Customer Agency Name	Kansas City, Missouri	
Contact Individual & Title	Gary O'Bannon, Director of Human Resources	
E-mail/Telephone number	gary.obannon@kcmo.org / (816) 513-1947	
Date of Project & Description of services provided including contract amount	August 2012 to January 2013 Recruitment for the position of Fire Chief \$24,700	
Customer Agency Name	City of Santa Rosa, California	
Contact Individual & Title	Sean McGlynn, City Manager	
E-mail/Telephone number	smcglynn@srcity.org / (707) 543-3010	
Date of Project & Description of services provided including contract amount	smcglynn@srcity.org / (707) 543-3010 Various Dates. Recruitments conducted for Police Chief, City Attorney, City Manager, Deputy City Manager, Director of Transportation and PUblic works, Director of Parks and Recreation, Director of Utilities, and Water Director. Contract Amount Varied	
Customer Agency Name	City of Lake Forest, California	
Contact Individual & Title	Debra Rose, City Manager (Placement)	
E-mail/Telephone number	drose@lakeforestca.gov / (949) 461-3410	
Date of Project & Description of services provided including contract amount	January 2017 to April 2017 Recruitment for the position of City Manager \$28,500	
Customer Agency Name	City of Fountain Valley, California	
Contact Individual & Title	Rob Houston, City Manager (Placement)	
E-mail/Telephone number	rob.houston@fountainvalley.org / (714) 593-4410	
Date of Project & Description of services provided including contract amount	March 2017 to June 2017 Recruitment for the position of City Manager \$27,750	
Customer Agency Name	City of Palm Desert, California	
Contact Individual & Title	Lori Carney, Director of Administrative Services	
E-mail/Telephone number	lcarney@cityofpalmdesert.org / (760) 346-0611	
Date of Project & Description of services provided including contract amount	June 2016 to August 2016 Recruitment for the position of City Manager \$25,750	

Proposal Questionnaire

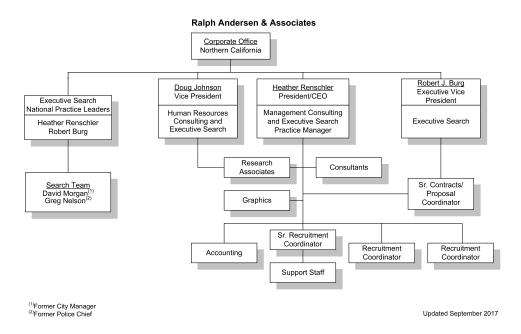
As requested in the OCFA's RFP, our responses to Appendix C – Proposal Questionnaire are provided below.

Method of Approach

1) Provide relevant information demonstrating competence in the services to be provided; including supporting evidence of strength and stability of the firm; staffing capability; and current work load.

Ralph Andersen & Associates has been providing practical, responsive executive search and management consulting services to the local public sector and related industries since 1972. With each new assignment, we earn our reputation as the nation's premier local government consulting organization.

Our staff of professionals and support staff include acknowledged leaders in their respective fields. Supplementing their extensive consulting backgrounds, our senior executives all have personal, hands-on executive experience in the operation of public agencies and private businesses. The firm's organization chart is provided below



Ralph Andersen & Associates is currently conducting 50 recruitments. Recruitments are at various stages in the recruitment process. Mr. Morgan, Project Director, has recently completed several high-level recruitments and is currently conducting three recruitments.

2) Provide information on any innovative or unique methods used that distinguish your Firm from other recruiting firms.

Proposed Innovations

The final selection process will vary depending upon the desires of the OCFA. From the RFP, it is understood that the OCFA desires an innovative way to assess the candidates and our process will be tailored to the needs of the OCFA.

Candidate Identification and Outreach

Currently, Ralph Andersen & Associates utilizes a number of social networking tools and technologies to enhance and complement our outreach potential. These search tools are typically customized to reflect our unique client needs and are optimized for the specific search we are conducting. We believe our approach goes beyond the normal approach used by most firms and we are continually refining these methods to stay abreast of current trends and best practices in the industry. Throughout this engagement, we will continue to safeguard the confidentiality and integrity of the recruitment and selection process. Our current efforts, although not completely in place, will allow us to pursue the inclusion of "cloud connections" to assist both candidates and clients in a more cost effective method that uses cutting edge technology.

More specifically, these tools include:

- Targeted candidate identification and outreach using our internet contact databases, extensive web searches, and data mining (searching for highly skilled individuals resumes).
- Candidate mining and passive candidate sourcing using our recruitment optimized social media dashboards, Google and Yahoo groups, Linked-In, FaceBook, Twitter, and custom job feeds.
- Extensive marketing and engagement using targeted segmented groups and established relationships with industry specific peers.
- Comprehensive candidate research using LexisNexis, web searches, and social media profile searches.
- Initial screening of candidates using Skype and other internet proprietary software.

Candidate Assessment

Ralph Andersen & Associates has various methods to include an assessment or "right fit" with the OCFA. These assessment tools are tailored specifically to the position and are internet based. Cost for doing these assessments and the contractual agreement will be handled supplemental to this project. Depending on the choice of assessment tools used, Ralph Andersen & Associates may perform the services in-house (provided by members of our team) or outsource to another professional organization that has more depth in this field.

3) Why would the strongest candidates be attracted to recruitments managed by your firm?

Ralph Andersen & Associates' history of handling recruitments in a highly professional manner and in one that is respectful to the candidates and is very protective of confidentiality. Ralph Andersen & Associates is well respected in the profession.

4) What does your firm do to ensure confidentiality of applicants?

Ralph Andersen & Associates respects the confidential nature of information provided to us by our clients as well as candidates. OCFA has the firm's assurance that no information will be divulged to anyone who does not have the "need to know." Should OCFA desire, the firm can provide signed Confidentiality Statements from assigned staff members.

5) Provide details of significant recruitment efforts of this type during the past few years, and success of these recruitments.

Ralph Andersen & Associates has conducted recruitments for a variety of clients and projects that support our experience and network in the field of public sector recruitments. Ralph Andersen & Associates is very experienced in the area of executive search for fire and public safety related recruitments. Examples of recent fire-related searches include (2010 to Present):

- Arlington, TX
 - Fire Chief and Director of Emergency Services (2010)
- Bishop, CA
 - Fire Chief (Current Search)
- Carson City, NV
 - Fire Chief (2017)
- Charlotte, NC
 - Fire Chief (Current Search)
- Cincinnati, OH
 - Fire Chief (2017)
- Kansas City, MO
 - Fire Chief (2013)
- La Habra Heights, CA
 - Fire Chief Backgrounds (2010 & 2011)
- Los Angeles, CA
 - Fire Chief (2014)

- Menlo Park Fire Protection District, CA
 - Fire Marshal (2014)
- Metropolitan Washington Airports Authority
 - Assistant Fire Chief (Current Search)
- Oakland, CA
 - Fire Chief (2012)
- Orange County, FL
 - Fire Chief (Partial Recruitment) (2012)
- Orange County Fire Authority, CA
 - Assistant Chief/Fire Marshal (2014)
 - Fire Chief (2014)
 - Interim Fire Chief (2014)
- Riverside, CA
 - Fire Chief (2014)
- Ross Valley Fire Department, CA
 - Fire Chief (2014)
- Santa Barbara County, CA
 - Fire Chief (2015)
- Truckee Meadows Fire Protection District, NV
 - Deputy Chief of Fire Prevention (Current Search)
- Turlock, CA
 - Fire Chief (2015)
- Wichita, KS
 - Fire Chief (Current Search)

Each of the completed recruitments listed above ended successfully with the hiring of a highly qualified individual for the position.

6) Describe a list of executives that your firm has placed recently, include position and agency.

In 2017, Ralph Andersen & Associates has placed the following executives:

- Assistant Aviation Director Phoenix Sky Harbor International Airport
- Assistant Aviation Director Phoenix Sky Harbor International Airport
- Assistant Director of Administrative Services/Finance Beverly Hills, CA
- Assistant Director of Mobility & Street Services Dallas, TX
- Assistant Division Director Solid Waste Division King County, WA
- Assistant Electric Utility Director Roseville, CA
- Chief Information Officer City and County of San Francisco
- Chief Medical Examiner/Coroner Los Angeles County
- Chief of Police Dallas, TX
- Chief of Police Fairfield, CA
- Chief of Police Hayward, CA
- Chief of Police Henderson, NV
- Chief of Police Kansas City Police Department
- Chief of Police Morro Bay, CA
- Chief of Police Oakland, CA
- Chief of Police Sacramento, CA
- Chief of Police San Francisco, CA
- Chief of Police University of California, Los Angeles
- City Manager Auburn, CA
- City Manager Belvedere, CA
- City Manager Fountain Valley, CA
- City Manager Lake Forest, CA
- City Manager Norfolk, VA
- City Manager Reno, NV
- Deputy Director of Real Estate and Development Port of San Francisco

- Director El Paso Museum of History
- Director of Finance Ventura
- Executive Director Sacramento Metro Air Quality Management District
- Fire Chief Carson City, NV
- Fire Chief Cincinnati, OH
- General Manager Contra Costa Mosquito & Vector Control District
- Public Works Director/City Engineer Big Bear Lake, CA
- Town Manager Waxhaw, NC
- 7) What is the average number of years your firm's placements remain with the agency for which you placed them?

The average number of years the firm's top candidates have remained on the job after placement is 5 years.

8) Describe your method of recruiting to fill a position of this type. Include your method of locating and screening candidates and your method of coordinating the search and selection process with the Human Resources Department.

We approach every search with a sense of excitement and urgency and we always "hit the ground running." That means that when the OCFA Human Resources Department gives us notice to proceed, we kickoff the process immediately – working closely with the Human Resources Department, and others as requested, to identify the key characteristics and professional experience desired in the candidate pool. We believe strongly in providing timely client communications and while we will deliver regular status reports at each stage of the search, our consultants pride themselves in being highly accessible and responsive to all client requests and inquiries. As detailed in the section "Tentative Timeline," our method of recruiting includes the following steps:

Kick-Off/Review Project Management Approach

 Mr. Morgan will meet with the Board of Directors, Human Resources Department, and others, as appropriate, to discuss the project management for the search. The discussion will include a review of the work plan, confirmation of timing, and communication methods.

Develop Position Profile

- The position profile for the Fire Chief is the guide for the entire search process. Please
 refer to the attached samples submitted with this Proposal. The development of the
 profile includes the collection of technical information and recruitment criteria.
- The Project Director will meet with the Board of Directors, Human Resources Department, and others as appropriate to gain an understanding of the experience and professional background requirements desired in the Fire Chief. These meetings will also help the Project Director gain an understanding of the work environment and the issues facing the Orange County Fire Authority.

- The recruitment criteria are those personal and professional characteristics and experiences desired in the Fire Chief. The criteria should reflect the goals and priorities of the OCFA. The Project Director will meet with the Board of Directors, Human Resources Department, key staff in the OCFA, and others as appropriate, to facilitate the identification and articulation of that criteria.
- Subsequent to the development and adoption of the candidate profile, the technical
 information and recruitment criteria will be documented in an information brochure
 prepared by the Project Director. The brochure will be reviewed by the OCFA in draft
 format, revised as appropriate, and published for use throughout the search.

Outreach and Recruiting

- An accelerated outreach and advertising campaign will be developed. It will include the
 placement of ads in publications such as Fire Chief Magazine, California Fire Chiefs
 Association, and other professional publications. Specific Internet sites related to
 government will be used as a method of extending the specific outreach in a short period
 of time.
- Additionally, the advertisement and the full text of the position profile (the recruitment brochure) will be placed on Ralph Andersen & Associates' website, which is accessed by a large number of qualified candidates. This method of outreach to potential applicants provides a confidential source that is monitored by many key level executives on an ongoing basis.
- Ralph Andersen & Associates will use their extensive contacts to focus the recruiting
 effort. In making these contacts, the Project Director will target those individuals who meet
 the criteria set by the OCFA. Each of the candidates identified through the recruiting
 efforts will be sent an information brochure. Candidates will also be contacted directly to
 discuss the position and to solicit their interest in being considered.
- Both the outreach and recruiting activities will result in applications and resumes from interested candidates. As they are received, resumes will be acknowledged and candidates will be advised of the general timing of the search process. The following tasks involve the actual selection process, once all resumes have been received.

Candidate Evaluation

- All of the applications will be carefully reviewed. Those that meet the recruitment criteria
 and minimum qualifications will be identified and subject to a more detailed evaluation.
 This evaluation will include consideration of such factors as professional experience, and
 size and complexity of the candidate's current organization as compared to the candidate
 profile.
- Mr. Morgan, as the Project Director, will conduct preliminary interviews with the top group of candidates identified through the screening and preliminary reference review processes. The interviews are extensive and designed to gain additional information about the candidates' experience, management style, and "fit" with the recruitment criteria. Interviews will be conducted using Skype or via telephone. No consultant travel for preliminary in-person interviews has been included in this proposal.
- The screening portion of the candidate evaluation process typically reduces a field of applicants to approximately five (5) to six (6) individuals. Those individuals will be reviewed with the OCFA prior to proceeding with the individual interviews.

Search Report

- After completing the review of resumes, the Project Director will meet with the Board of Directors, or others as appropriate, to review the search report on the top candidates. The report divides all of the candidates into four groups including 1) the top group of candidates that are recommended to be interviewed in-person by the OCFA; 2) a backup group to the first group; 3) no further consideration group; and 4) lacks minimum qualifications. The search report will include candidate resumes. The results of preliminary reference reviews and interviews will be reviewed with the OCFA.
- The results of the Search Report will be a confirmed group of finalist candidates (typically 3 to 4) that the OCFA will interview in-person.

Final Selection Process/Interviews

- The final selection process will vary depending upon the desires of the OCFA. Typically, the process will involve the Project Director coordinating the interviews of finalist candidates with OCFA. Ralph Andersen & Associates will prepare an interview booklet that includes the resumes, suggested questions, and areas for discussion based upon the recruitment criteria. The Project Director will attend the interviews to assist the OCFA in the selection process.
- Verifications will be made on the top two candidates and will include education verifications, Department of Motor Vehicle check, wants and warrants, civil and criminal litigation search, and credit check. The results of these verifications will be discussed with the OCFA at the appropriate time.
- Reference checks will be conducted on the top two candidates. The results of these reference checks will be discussed with the OCFA at the appropriate time.
- As needed, the Project Director is available to provide assistance to the OCFA in the final selection as may be desired. This assistance may include providing or obtaining any additional information desired to assist in making the final selection decision.

Negotiation

 The Project Director is available to assist the OCFA in negotiating a compensation package with the selected candidate. This may include recommendations on setting compensation levels.

Close Out

 After the OCFA has reached agreement with the individual selected for the position, the Project Director will close out the search. These activities will include advising all of the finalist candidates of the status of the search by telephone.

9) Describe your firm's resources and contacts in fire service field.

Ralph Andersen & Associates has been providing practical, responsive executive search and management consulting services to the local public sector, including the field of fire service, since 1972. As a national search firm, our client list includes a wide range of municipalities. As a highly qualified and experienced executive search firm, Ralph Andersen & Associates brings an extensive network of contacts in the area of fire service that will prove invaluable in quickly identifying a pool of outstanding candidates for the Orange County Fire Authority. With each new recruitment, our previous experience is brought to bear on behalf of our client. We will

draw upon contacts in organizations that serve the field of fire service, which we have developed through previous projects.

10) The tentative timeline for the fire chief recruitment is provided in Exhibit F. Review the proposed timeline and provide any recommendations for modifications. Include deadlines for preparing all project deliverables.

Ralph Andersen & Associates has reviewed Appendix F – Tentative Timeline and has no suggested modifications.

11) Provide details of your placement guarantee. Indicate your firm's policy in the event the candidate selected for the position does not for any reason complete six to twelve months of service in this position.

Ralph Andersen & Associates offers the industry-standard guarantee on our search services. If within a twelve-month period after appointment, the Fire Chief resigns or is dismissed for cause, we will conduct another search free of all charges for professional services. The OCFA would be expected to pay for the reimbursement of all incurred expenses.

12) If the initial recruitment process does not produce a successful candidate, how does our firm handle this?

Should the initial recruitment process not produce a successful candidate, Ralph Andersen & Associates will continue the outreach efforts until a successful candidate is found. The OCFA would be expected to pay for expenses only, estimated to not exceed \$10,000.

13) Describe the sequential work tasks you plan to carry out in accomplishing this recruitment. Indicate all key deliverables and contents.

A detailed work plan is provided in this proposal under the chapter titled "Tentative Timeline."

Task 1 – Review Project Management Approach

Content: Meet with OCFA to discuss the project management and timeline of search.

Task 2 – Develop Position Profile

Deliverable: Completed recruitment brochure for use throughout the search.

Task 3 – Outreach and Recruiting

Deliverable: Ads placed.

Content: Personalized outreach to highly qualified individuals identified in our research.

Task 4 – Candidate Evaluation

Content: Review and evaluate each application, conducting preliminary interviews with highly qualified candidates.

Task 5 – Search Report

Deliverable: Resumes received throughout the search are given to OCFA with the Project Director's recommendations.

Content: Meet with OCFA to review the resumes and determine finalist candidates.

Task 6 - Selection

Content: Finalist interviews tailored to meet OCFA's needs and coordinated by Ralph Andersen & Associates.

Deliverable: Interview booklets with the resumes of finalist candidates, plus suggested interview questions and other interview material.

Task 7 – Negotiation

Content: Ralph Andersen & Associates provides assistance as needed during the negotiation phase.

Task 8 - Close Out

Deliverable: Notify all applicants of the status of the search.

14) What method will your firm utilize to solicit input from stakeholders to develop a written candidate profile? Include who you would consider to be stakeholders.

Ralph Andersen & Associates will meet, either in-person or via telephone or Skype, with key stakeholders to solicit their input regarding the personal and professional characteristics and experiences desired in OCFA's new Fire Chief.

Stakeholders may include Members of the Board of Directors, key staff members, representatives from the Cities within the OCFA boundaries.

15) Describe your firm's background process.

Screening

Ralph Andersen & Associates background process begins with the initial screening of resumes. All of the applications will be carefully reviewed. Those that meet the recruitment criteria and minimum qualifications will be identified and subject to a more detailed evaluation. This evaluation will include consideration of such factors as professional experience, and size and complexity of the candidate's current organization as compared to the candidate profile.

Preliminary Research and Internet Review

The research staff of Ralph Andersen & Associates, under the direction of the Project Director, will conduct preliminary research and internet review for those candidates identified as the most qualified as a result of the screening process. This level of research will be done on a limited number of candidates to learn more about each candidate's public profile and related information that is available on the internet.

Verifications

Verifications will be made on the top two (2) finalists candidates and will include education verifications, Department of Motor Vehicle check, wants and warrants, civil and criminal litigation search, and credit check. Additionally, Ralph Andersen & Associates will verify any stated certifications that candidates may have to verify they are currently in good standing and review any notations on their licenses in the form of any public complaints against the individual.

Reference Checks

Reference checks will be conducted on the top two candidates. The results of these reference checks will be discussed with the appropriate OCFA Representative at the appropriate time.

Qualifications & Experience

16) Provide a detailed recruitment process timeline, position announcement, recruitment materials and positions descriptions for three (3) recent mid to high level recruitments.

Ralph Andersen & Associates has provided a timeline, recruitment brochure, and advertisement for the recruitments listed below. Note that the recruitment brochure is provided as an attachment to this proposal.

Orange County Fire Authority – Prior Fire Chief Search in 2014/

ORANGE COUNTY FIRE AUTHORITY FIRE CHIEF RECRUITMENT Tentative Timeline

<u>Timeline</u>	Activity	Responsibility
July 30, 2014	Issue purchase order/contract to Executive Recruiting Firm	Purchasing
July 31 to August 11	Develop desired candidate profile	Executive Recruiter with input from OCFA Board of Directors
July 31 to August 11	Create recruitment brochure and place advertisements in trade journals to attract qualified candidates;	Executive Recruiter *Human Resources Division
	open recruitment in NeoGov*	
August 11 to September 12	Active recruitment period in which candidates submit application materials	Executive Recruiter
September 12 to September 26	Screening of applicants and preliminary interviews to identify top eight to ten qualified candidates	Executive Recruiter
September 26 to October 10	Interviews with top eight to ten qualified candidates to identify between two to three finalists	Composition of Interview Panel to be determine by Board of Directors, with interviews coordinated by Recruiter
October 13 to October 17	Final selection interviews	Composition of Interview Panel to be Board of Directors, with interviews coordinated by Recruiter
Following final selection interviews and decision by OCFA	Job offer, background check, salary negotiation, medical, etc.	Executive Recruiter
End of December or early January	Fire Chief begins with OCFA	



Orange County Fire Authority Fire Chief

The Orange County Fire Authority (OCFA) is recruiting nationally for a highly experienced Fire Chief with the courage to lead, to provide exceptional customer service to member agencies and support a large, multi-jurisdictional Board for one of the largest fire service organizations in the nation. Ideal candidates must be a contemporary and progressive leader with a proven track record of excellence, an unblemished reputation, and superior communication and interpersonal skills. The new Fire Chief will provide dynamic approaches in emergency and public safety services that contribute to the high quality of life for approximately 1.75 million residents in a 575-square mile area, with 120,000 acres of wildland. This at-will position is hired by and reports to the 25-member Board of Directors. The Fire Chief is accountable for leading a full-time staff of over 1,000 career firefighters and chief officers working at 72 fire stations throughout the County, and 260 support staff working at the Regional Fire Operations and Training Center facility (RFOTC). The Fire Chief will manage a 2014/15 operating budget of \$324.6 million. This is a highly compensated executive position with a salary range up to \$250,000 DOQ, with an outstanding benefit package, including moving and relocation expenses. Apply via email to apply@ralphandersen.com; the closing date for this positon is Friday, October 10, 2014. Interested candidates are encouraged to apply early in the process for optimal consideration. Confidential inquiries welcomed to Robert Burg at 916/630-4900. Informational brochure available at www.ralphandersen.com.

Ralph Andersen & Associates



City of Los Angeles, California

No timeline document was created. The Project Director was in weekly discussions with the Mayor's Office and the Fire Commission throughout the search process. The timeline for completion was approximately 120 days.



City of Los Angeles Fire Chief

The City of Los Angeles is seeking as a transformational and forward thinking leader willing to address an array of important issues that confront a department in transition. The new Fire Chief will be a contemporary fire administrator who believes in making the right decisions for the benefit of the organization and the community served in order to deliver top-caliber services in a vastly diverse and expansive geographic area. With 3,244 uniformed personnel and 295 civilian personnel, LAFD responds to calls for service across a 464 square mile jurisdiction for America's second largest city (3.86 million population). The Fire Chief will join the cohesive team of general managers under the leadership of Mayor Eric Garcetti. Requires a Bachelor's degree and significant command and management experience. A Master's or other advanced degree is strongly desired. Salary range is \$213,498 - \$320,132 plus a comprehensive benefit package including retirement. Nominations and submittals from interested candidates should be submitted prior to May 16, 2014. Interested candidates should apply immediately by sending a comprehensive resume, compelling cover letter, and compensation details to apply@ralphandersen.com. Confidential nominations and inquiries welcomed at 916.630.4900 to Heather Renschler. Detailed brochure available at www.ralphandersen.com.

Ralph Andersen & Associates



Santa Barbara County, California

COUNTY OF SANTA BARBARA FIRE CHIEF

Suggested Recruitment Schedule Prepared on October 13, 2014

Subject to Change / Delays Due to Upcoming Holidays

Estimated Recruitment and Selection Timeframes

Elements	Ti	me to Complete				
Beginning of Recruitment Process October 6, 2014						
Initial Discussion	1 week Monday, Oct 13					
Kick-off Meeting	2007 	Not Required				
Draft / Revise / Finalize Recruitment Brochure	<u> </u>	By Friday, Oct 17				
Print Brochure		By Friday, Oct 17				
Place Ads	Place Ads By Wed, Oct.					
Recruitment Opens Monday, Octob	er 20, 2014					
Follow-up Meeting (if needed)		Wednesday, Oct 22				
Period for the recruitment to be open	6 weeks	Until Monday, Dec 1				
Recruitment Closes Monday, December 1, 2014						
Applicant Screening Interviews by RA&A	1 week	By Monday, Dec 8				
Review Resumes with County Leadership		Set Review Meeting for Week of Dec 8				
Panel Interviews / Selection	1 week	Week of Dec 15th				
Holidays	2 weeks	Limited or No Activity				
Candidate in Place during January 2015 (This assumes potential common days/overlap in December with Chief Dyer and Selected Candidate if possible with on-site shadowing during December with vacation time taken by Selected Candidate prior to January start date if not able to join SB County in December.)		January 2015 (considering transition time and on-boarding)				
Total Time Required:	11 weeks					





County of Santa Barbara Fire Chief

The County of Santa Barbara is seeking an uncommon leader who is a contemporary fire administrator with a commitment to service and demonstrated accomplishments. Top candidates must possess a comprehensive understanding of fire science and have the ability to quickly implement mitigation strategies for various risks and scenarios. The new Fire Chief will oversee 258.5 FTEs providing services through 16 fire stations located throughout a 2,745 square mile county. In addition to responsibility for fiscal operations (\$60 million FY 14/15 operating budget), the Fire Chief is also responsible for strategic planning including funding resulting from an approved property tax exchange. This position requires the equivalent of a Bachelor's degree and 5 years of command and senior management experience. A Master's is strongly desired. This well-compensated executive-level position has a salary range of \$121,589 to \$201,924 DOQ with excellent benefits. Submit compelling cover letter, comprehensive résumés, salary history, and professional references via email to apply@ralphandersen.com. Candidates are encouraged to apply immediately, with the first review of résumés to begin following the closing date of November 21, 2014. This recruitment is considered open until filled or until the County's needs are met. Confidential inquiries are encouraged to Heather Renschler at (916) 630-4900. Detailed recruitment brochure at www.ralphandersen.com.

Ralph Andersen & Associates



17) Include resumes for each member of the search team including specific knowledge, expertise and experience in providing executive recruiting services for public safety chief positions and other executive management positions.

The reputation of the search firm and personal commitment of the recruiters define the difference between the success and failure of any given recruitment. Ralph Andersen & Associates' search professionals are acknowledged leaders in the field and possess a broad range of skills and experience in the areas of local government management, executive search, and related disciplines. Only senior members of Ralph Andersen & Associates are assigned to lead search assignments, ensuring that their broad experience and knowledge of the industry is brought to bear on our clients' behalf. The Orange County Fire Authority will have Mr. David M. Morgan, Senior Consultant of Ralph Andersen & Associates, as the Project Director.

Mr. David M. Morgan, Project Director

Mr. Morgan is a Senior Consultant with Ralph Andersen & Associates and brings more than 35 years of public sector leadership and experience to the firm. With a distinguished career as City Manager for the City of Anaheim, Mr. Morgan oversaw California's 10th largest city (population 336,265) for eight years (2001 – 2009). In his role as City Manager, Mr. Morgan was responsible for a full-service city including implementing the policies established by the Anaheim City Council, overseeing the City's \$1.3 billion budget, staff of 2,200 full-time and 1,000 part-time employees, and shepherding the City's five-year \$678 million Capital Improvement Budget. He had a lead role in working with



professional sports teams and facilities as well as overseeing the City's Enterprise operations including the Convention Center and Electric and Water Departments. During his career with the City of Anaheim beginning in December 1974, Mr. Morgan worked in many City Departments. From 1993 through 2001, as the Assistant City Manager, Mr. Morgan directly

oversaw the City's Finance, Human Resources, Information Systems, Audit, Intergovernmental Relations, Convention Center, Stadium, Arena, Parks, Recreation, Library and Community Services operations. Since retiring from Anaheim he has taught at the Graduate level in Local Government Leadership and served as a consultant for local Government Agencies.

Mr. Morgan holds both a Bachelor's and Master's degree in public administration from California State University, Fullerton. Mr. Morgan is a member of the International City/County Management Association, and served as a Board Member for the California City Management Foundation. He also has been an adjunct faculty member for the Graduate Center for Public Policy and Administration at California State University, Long Beach.

Mr. Morgan was the Project Director on the following public safety chief recruitments:

- Kansas City, Missouri
 - Fire Chief
- Santa Rosa, California
 - Police Chief

Mr. Morgan has conducted the following recruitments for executive management positions other than Fire Chief or Police Chief:

- Anaheim, California
 - Budget Manager
 - City Attorney
 - City Engineer
 - Economic Development Manager
 - Engineering Manager
 - Water Engineering Manager
- Beverly Hills, California
 - City Manager
- Carlsbad, California
 - City Manager
 - Public Works Director
- Coronado, California
 - Administrative Services Director

- Fountain Valley, California
 - City Manager
- Fullerton, California
 - Community Development Director
 - Director of Administrative Services
- Irvine, California
 - Assistant City Manager
 - Community Development Director
 - Director of Administrative Services
- Laguna Niguel, California
 - City Manager
- Lake Forest, California
 - City Manager
- Orange, California
 - Director of Community Development
- Palm Desert, California
 - City Manager
- San Juan Capistrano, California
 - City Manager
- Santa Barbara, California
 - Assistant City Administrator (Partial Search)
 - City Administrator
 - City Attorney
- Santa Rosa, California
 - City Attorney
 - City Manager
 - Deputy City Manager
 - Director of Transportation and Public Works

- Director of Parks and Recreation
- Director of Utilities
- Water Director
- Solana Beach, California
 - City Manager
- Ventura, California
 - City Attorney

Paraprofessional, graphics and support staff will provide administrative support to the consultant team on recruitment assignments. These may include: Ms. Diana Haussmann, Ms. Brianna Ham, Mr. Jeff McMurdo, Ms. Rachel Adams, Ms. Christen Sanchez, Ms. Teresa Heple, Ms. Hannah Jones, and Ms. Hillari Bynum.

18) Provide information and the staff support that will be required from OCFA personnel for your firm to complete this recruitment.

Ralph Andersen & Associates requests that the OCFA appoint a staff member to serve as the point of contact for communication of information about the recruitment. Additionally, Ralph Andersen & Associates will request information about the OCFA needed for the recruitment brochure, like staff size, budget, etc.; as well as input on the desired characteristics and qualifications of the ideal candidate. Photographs for the brochure are the responsibility of the OCFA.

Additional Information

11) Include any other information you consider to be relevant to the proposal.

Ralph Andersen & Associates is happy to answer any questions the OCFA may have regarding the proposed executive recruiting services. Our work plan will be tailored to fit the OCFA's needs.

Offer/Cost Proposal

The recruitment effort for a new Fire Chief will be a comprehensive search process, giving the OCFA the ability to select from a broad field of qualified candidates. **The fee to perform this search will be a fixed fee of \$35,000 for professional services and all related expenses**.

Expenses include such items as advertising, consultant trips (up to 4 trips to the OCFA), clerical, graphic design, research, printing and binding, postage and delivery, and long-distance telephone charges.

This pricing structure assumes the following:

- Verifications and Backgrounds on the top two candidates including reference checks.
 Should the OCFA desire to conduct verifications and backgrounds on more than two candidates, professional costs and expenses will be billed in addition to the above stated amount.
- Brochure A full color brochure will be developed for this search. Any needed pictures
 will be the responsibility of the OCFA.

Ralph Andersen & Associates will bill the OCFA in four installments as follows:

- Following kick-off and finalization of recruitment brochure \$10,500
- After the closing date \$10,500
- After finalist interviews \$10,500
- Upon placement \$3,500

Progress payments will be due upon receipt.

The OCFA will be responsible for all candidate expenses related to on-site interviews.

As requested in the RFP, "Appendix D – Pricing Page" is provided on the following page.

As-Needed Executive Recruitment Services

Ralph Andersen & Associates is interested in establishing an annual term contract for as needed executive recruitments services. The cost for such recruitments would be calculated based on the level within the OCFA and would be less than the Fire Chief, who is the head of the organization.

Ralph Andersen & Associates' Guarantee

Ralph Andersen & Associates offers the industry-standard guarantee on our search services. If within a twelve-month period after appointment, the Fire Chief resigns or is dismissed for cause, we will conduct another search free of all charges for professional services. The OCFA would be expected to pay for the reimbursement of all incurred expenses.

APPENDIX D - PRICING PAGE

Proposal Costs - The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided. This section shall include the proposed costs to provide the services as described in your proposal. OCFA will not separately reimburse costs not included in the proposal. The pricing provided below should include all administrative and support costs to complete the Executive Recruitment.

Description of Services	Estimated Hours **	Amount
Development of Recruitment Process Timeline		
Development of Position Description	24	\$2,250
Develop Announcement & Recruitment Materials	24	\$2,250
Subtotal – Recruitment Development	48	\$4,500
Recruitment		
Identify Potential Candidates	100	\$8,000
Screen applicants and conduct preliminary interviews	30	\$4,250
Subtotal – Recruitment Services	130	\$12,250
Review and Selection		
Set up interviews with top candidates to determine finalists	4	\$2,000
Oral briefings and/or written summaries of candidates	12	\$4,500
Conduct reference checks on final candidates	15	\$7,500
Coordinate final selection interviews	10	\$1,000
Subtotal – Review/Selection	41	\$15,000
Job Offer		
Verification of credentials	4	\$945
Background check	5	\$1,000
Offer, salary negotiation and acceptance	7	\$1,250
Subtotal – Job Offer/Final Selection	16	\$3,195
Travel Costs*		\$55
Miscellaneous Costs		-22
Total Not To Exceed Amount	235	\$35,000

^{**}Hours listed are a compilation of Professional Time and Support Staff time.

Mileage only from Anaheim (12 miles x \$.535 per mile). Estimated not more than 4 trips .

^{*}Provide details of what is included in the travel cost listed above, including the number of anticipated face-to-face visits. Additional pages may be attached if necessary to fully explain the costs.

APPENDIX D - PRICING PAGE CONTINUED

1.	Estimated time to complete project:	75 to 90 days	
2.	additional face-to-face meeting with applicable should be included in the	the Board of Directors or Ad-Hoc Selection executive recruiting firm is necessary. To total cost and need to be detailed. with OCFA. Additional trips for meetings will	ravel and incidentals if
	of \$175/hour for Professional Service	es by Mr. Morgan	- 10 To
_	4		
3.	process? What are the firm's com found.	ns be if a successful candidate is not selected mitments to repeating the process until a selected estimated to be \$10,000. Ralph Andersen	successful candidate is
	fully committed to completing the s	earch.	
4.	recruitment services for future recruitment services for futur	s on how fees would be calculated and how	v will the fees compare
	is the head of the organization		
5.	F <u>F</u>	Position: Project Director Graphics Designer Researcher	Hourly Rate: \$175/hour \$75/hour \$60/hour
	_	Support Services	\$50/hour

<u>Term of Offer</u>: 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.

APPENDIX E - CERTIFICATION OF PROPOSAL

In responding to RFP DC2241 Executive Recruitment 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 to or deviations from the terms of the Professional Services Agreement (Exhibit 1) they must be stated in an attachment included with the offer. Where Offeror wishes to propose alternatives to the Authority's contractual requirements, these should be thoroughly explained. While exceptions will be considered, OCFA reserves the right to determine that an offer is non-responsive based upon any exceptions taken. OCFA's governing body reserves the right to deny any material exceptions to the contract. If no contractual exceptions are noted, Offeror will be deemed to have accepted the form of the contract requirements set forth in Exhibit 1.

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

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

TO THE ORANGE COUNTY FIRE AUTHORITY:

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

Ralph Andersen & Associates			
Name of Firm			
5800 Stanford Ranch Road, Suite 410			
Address Rocklin	CA	95765	
City Heather Lenschler	State	Zip October 17, 2017	
Signature of Person Authorized to Sign Heather Renschler	8	Date President/EO	
Printed Name		Title	

Tentative Timeline

Timeline

Ralph Andersen & Associates is able to meet the OCFA's Tentative Timeline as provided in the RFP. As requested, the following sections details our work plan to accomplish the Fire Chief Recruitment.

Our Approach to the Recruitment Process

The successful search process relies heavily on person-to-person contact to identify outstanding potential candidates and, in the evaluation phase, to gain a complete understanding of the background, experience, and management style of the top candidates. Our approach includes:

- Extensive *personal outreach,* in-person and via telephone, to qualified candidates within California, the Western Region, and across the Nation.
- A marketing strategy that uses selected advertising to supplement the extensive candidate identification process using the Internet and using the firm's vast network of professional contacts.
- A screening process that narrows the field of candidates to those who most closely
 match the needs of the OCFA and is based on preliminary reference checks and
 telephone interviews with the top candidates.
- Delivering a product in the form of a search report that recommends the top group
 of candidates and provides the decision-makers with detailed information about their
 backgrounds and experiences.
- Assistance during the final interview and the selection process that will be held in closed session.
- Being available as needed to assist with the negotiation and development of an employment agreement during the final stages of process.

Search Work Plan

We approach every search with a sense of excitement and urgency and we always "hit the ground running." That means that when the OCFA gives us notice to proceed, we kickoff the process immediately – working closely with the OCFA, and others as requested to identify the key characteristics and professional experience desired in the candidate pool. We believe strongly in providing timely client communications and while we will deliver regular status reports at each stage of the search, our consultants pride themselves in being highly accessible and responsive to all client requests and inquiries.

Task 1 – Review Project Management Approach

The Project Director, Mr. Morgan, will meet with the Board of Directors, Human Resources Department, and others, as appropriate, to discuss the project management for the search. The discussion will include a review of the work plan, confirmation of timing, and communication methods.

Task 2 – Develop Position Profile

The position profile for the Fire Chief is the guide for the entire search process. The development of the profile includes the collection of technical information and recruitment criteria.

Technical Information

The Project Director will meet with the Board of Directors, Human Resources Department, and other key stakeholders, as appropriate, to gain an understanding of the experience and professional background requirements desired in the Fire Chief. These meetings will also help the Project Director gain an understanding of the work environment and the issues facing the Orange County Fire Authority.

Recruitment Criteria

The recruitment criteria are those personal and professional characteristics and experiences desired in the Fire Chief. The criteria should reflect the goals and priorities of the OCFA. The Project Director will meet with key staff in the OCFA, and others as appropriate, to facilitate the identification and articulation of that criteria.

Subsequent to the development and adoption of the candidate profile, the technical information and recruitment criteria will be documented in an information brochure prepared by the Project Director. The brochure will be reviewed by the OCFA in draft format, revised as appropriate, and published for use throughout the search.

Task 3 – Outreach and Recruiting

This task is among the most important of the entire search. It is the focus of the activities of the Project Director and includes specific outreach and recruiting activities briefly described below.

Outreach

An accelerated outreach and advertising campaign will be developed. It will include the placement of ads in publications such as the Fire Chief Magazine, California Fire Chiefs Association, *Jobs Available*, and other professional publications. Specific Internet sites related to government will be used as a method of extending the specific outreach in a short period of time.

Additionally, the advertisement and the full text of the position profile (the recruitment brochure) will be placed on Ralph Andersen & Associates' website, which is accessed by a large number of qualified candidates. This method of outreach to potential applicants provides a confidential source that is monitored by many key executives on an on-going basis.

Candidate Identification

Mr. Morgan will use his extensive contacts to focus the recruiting effort. In making these contacts, the Project Director will target those individuals who meet the criteria set by the OCFA. Each of the candidates identified through the recruiting efforts will be sent an information brochure. Candidates will also be contacted directly to discuss the position and to solicit their interest in being considered.

Both the outreach and recruiting activities will result in applications and resumes from interested candidates. As they are received, resumes will be acknowledged and candidates will be advised of the general timing of the search process. The following tasks involve the actual selection process, once all resumes have been received.

Task 4 - Candidate Evaluation

This task will be conducted following the application closing date. It includes the following specific activities:

Screening

All of the applications will be carefully reviewed. Those that meet the recruitment criteria and minimum qualifications will be identified and subject to a more detailed evaluation. This evaluation will include consideration of such factors as professional experience, and size and complexity of the candidate's current organization as compared to the candidate profile.

Preliminary Research and Internet Review

The research staff of Ralph Andersen & Associates, under the direction of the Project Director, will conduct preliminary research and internet review for those candidates identified as the most qualified as a result of the screening process. This level of research will be done on a limited number of candidates to learn more about each candidate's public profile and related information that is available on the internet.

Preliminary Interviews via Skype

Mr. Morgan will conduct preliminary interviews with the top group of candidates identified through the screening and preliminary research and internet review processes. The interviews are extensive and designed to gain additional information about the candidates' experience, management style, and "fit" with the recruitment criteria. Interviews may be conducted in person or as needed using Skype or via telephone. No consultant travel for preliminary in-person interviews has been included in this Proposal.

The screening portion of the candidate evaluation process will reduce a field of applicants to approximately five (5) to ten (10) individuals. Those individuals will be reviewed with the OCFA prior to proceeding with the individual interviews.

Task 5 – Search Report

After completing Task 4, Ralph Andersen & Associates will meet with the Board of Directors or other appropriate OCFA Representative to review the search report on the top candidates. The report divides all of the candidates into four groups including 1) the top group of candidates recommended to be interviewed; and 2) a backup group to the first group. The search report will include candidate resumes. The results of preliminary research and interviews will be provided in

writing to the OCFA. This meeting will result in a confirmed group of top candidates for the OCFA to further consider.

Task 6 - Selection

The final selection process will vary depending upon the desires of the OCFA. The typical services provided by Ralph Andersen & Associates in the selection process are described briefly below. Mr. Morgan will coordinate the selection process for the finalist group of candidates. This includes handling the logistical matters with candidates and with the OCFA.

The support staff of Ralph Andersen & Associates, under the direction of the Project Director, will prepare an interview booklet that includes an executive candidate summary, resume, and candidate report (with interview comments, preliminary research, and other relevant information) for each candidate. In addition, the booklet will contain suggested questions and areas for discussion based upon the recruitment criteria. Copies of the interview booklet will be provided in advance of the candidate interviews.

Mr. Morgan will attend the on-site interviews to assist the OCFA through the selection process. This assistance will include an initial orientation, candidate introductions, and facilitation of discussion of candidates after all interviews have been completed.

Additionally, verifications will be made on the top two candidates and will include education verifications, Department of Motor Vehicle check, wants and warrants, civil and criminal litigation search, and credit check. Additionally, Ralph Andersen & Associates will verify any stated certifications that candidates may have to verify they are currently in good standing and review any notations on their licenses in the form of any public complaints against the individual. The results of these verifications will be discussed with the appropriate OCFA Representative at the appropriate time.

Reference checks will be conducted on the top two candidates. The results of these reference checks will be discussed with the OCFA at the appropriate time.

The Project Director with coordinate with the OCFA to complete any supplemental background investigation that the OCFA wishes to perform, but is beyond the scope of this proposal.

Mr. Morgan is available to provide assistance to the OCFA in the final selection as may be desired. This assistance may include providing or obtaining any additional information desired to assist in making the final selection decision.

Task 7 – Negotiation

The Project Director is available to assist the OCFA in negotiating a compensation package with the selected candidate. This may include recommendations on setting compensation levels.

Task 8 - Close Out

After the OCFA has reached agreement with the individual selected for the position, Ralph Andersen & Associates will close out the search. These activities will include advising all of the final candidates of the status of the search by telephone.

Project Staffing

The reputation of the search firm and personal commitment of the recruiters define the difference between the success and failure of any given recruitment. Ralph Andersen & Associates' search professionals are acknowledged leaders in the field and possess a broad range of skills and experience in the areas of local government management, executive search, and related disciplines. Only senior members of Ralph Andersen & Associates are assigned to lead search assignments, ensuring that their broad experience and knowledge of the industry is brought to bear on our clients' behalf. The Orange County Fire Authority will have Mr. David M. Morgan, Senior Consultant of Ralph Andersen & Associates, as the Project Director.

Mr. David M. Morgan, Project Director

Mr. Morgan is a Senior Consultant with Ralph Andersen & Associates and brings more than 35 years of public sector leadership and experience to the firm. With a distinguished career as City Manager for the City of Anaheim, Mr. Morgan oversaw California's 10th largest city (population 336,265) for eight years (2001 – 2009). In his role as City Manager, Mr. Morgan was responsible for a full-service city including implementing the policies established by the Anaheim City Council, overseeing the City's \$1.3 billion budget, staff of 2,200 full-time and 1,000 part-time employees, and shepherding the City's five-year \$678 million Capital Improvement Budget. He had a lead role in working with professional sports teams and facilities as well as overseeing the City's



Enterprise operations including the Convention Center and Electric and Water Departments. During his career with the City of Anaheim beginning in December 1974, Mr. Morgan worked in many City Departments. From 1993 through 2001, as the Assistant City Manager, Mr. Morgan directly oversaw the City's Finance, Human Resources, Information Systems, Audit, Intergovernmental Relations, Convention Center, Stadium, Arena, Parks, Recreation, Library and Community Services operations. Since retiring from Anaheim he has taught at the Graduate level in Local Government Leadership and served as a consultant for local Government Agencies.

Mr. Morgan holds both a Bachelor's and Master's degree in public administration from California State University, Fullerton. Mr. Morgan is a member of the International City/County Management Association, and served as a Board Member for the California City Management Foundation. He also has been an adjunct faculty member for the Graduate Center for Public Policy and Administration at California State University, Long Beach.

Request for Taxpayer Identification Number and Certification

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

F	1 Name (as shown	on your income tax return). Name is required on this line; do	not leave this line blank.				_						
	Ralph Anderse	n & Associates											
CA	2 Business name/d	sregarded entity name, if different from above											
Specific Instructions on page	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: Individual/sole proprietor or			Trust/estate certain e instruction in the instruction in									
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APPENDIX G - PARTY AND PARTICIPANT DISCLOSURE FORMS

ORANGE COUNTY FIRE AUTHORITY - PARTY DISCLOSURE

The attached <u>Party Disclosure Form</u> 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 14 of this solicitation.

The <u>Participant Disclosure Form</u> 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 venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any board member 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 venturer(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: _	Ralph Andersen & Associates
Party's Address:	5800 Stanford Ranch Road, Suite 410, Rocklin, CA 95765
Party's Telephone:	(916) 630-4900
Solicitation Title ar	nd Number: RFP DC2241 - Executive Recruitment Services - Fire Chief
Based on the party	disclosure information provided, are you or your firm subject to party disclosures?
No If no, che form.	ck the box and sign below. Yes 🔀 If yes, check the box, sign below and complete the
Date: October 17,	2017 Heather Consider
	Signature of Party and/or Agent
Board Member(s) of contribution(s) i Name of Member Name of Contribution Date(s):	or Alternate(s) to whom you and/or your agent made campaign contributions and dates in the preceding 12 months: : utor (if other than Party):
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Announcing An Outstanding Career Opportunity

Fire Chief









Outstanding Career Opportunity

This is an exceptional, long-term career opportunity to provide strong leadership and management to one of the most progressive fire agencies in the United States. The Orange County Fire Authority (OCFA) is recruiting nationally for a highly experienced Fire Chief to provide exceptional customer service to member agencies and support a large, multi-jurisdictional Board for one of the largest fire service organizations in the nation. This high-performing organization and appointed Board will fully support an accomplished fire executive that brings immediate credibility achieved through a notable career history in fire service. With a distinguished and highly respected career, the Fire Chief will be well-versed in all operational and administrative aspects of comprehensive emergency service operations, including fire suppression, fire prevention, hazardous materials response, emergency medical services, and associated services. Acting as CEO, this highly ethical leader will collaboratively engage OCFA's large and diverse governing body, as well as staff, to develop and implement a strategic vision that not only charts the course for the future of OCFA, but also forges an organization that expects nothing less than professionalism combined with superior customer-service orientation.

Living the California Dream – Orange County!

Located on the Southern California coast with a culturally diverse population of three million, Orange County enjoys a nearly perfect climate year-round. Visitors and residents alike have an abundance of world-class shopping, dining, and resort accommodations to choose from, as well as over 42 miles of beautiful beaches and coastline. In addition, the region offers a variety of amenities that are attractive to those with an active lifestyle. Enjoy jogging, bike riding, rollerblading, or just taking a leisurely stroll along the numerous boardwalks and piers. Residents take advantage of the opportunity to go boating, sport fishing, or whale watching in the area's scenic harbors.

Orange County is home to some of the State's most popular attractions, including Disneyland, Disneyland's California Adventure, and Knott's Berry Farm. The 2002 World Series Champion Angels baseball team



and the 2007 Stanley Cup Champion Anaheim Ducks NHL team are exciting choices for sports enthusiasts. Cultural venues are abundant, including the theater, symphony, orchestra performances, as well as world-class ballet and Broadway productions. A wide array of museums for children and adults are available, in addition to numerous parks, zoos, and championship golf courses.

Educational opportunities are plentiful, with two State universities, California State University, Fullerton and University of California at Irvine, plus several private colleges and four community college districts. There are over 60 high school campuses and enough elementary schools to educate one and a half million students. Many national corporate headquarters as well as leading technology and biomedical firms are located here. John Wayne Airport is conveniently located for travelers and commuters, and extensive bus and rail systems offer transportation solutions that help to enhance the

area's quality of life. Orange County offers a high quality of life, low crime rate, and excellent educational system. It is no wonder that Orange County is considered "the place to live the California dream."

The Orange County Fire Authority

Headquartered in Irvine, California, the Orange County Fire Authority is a Joint Powers Authority (JPA) that serves as an all-risk emergency response agency for approximately 1.75 million residents in a 575-square mile area, with 120,000 acres of wildland. OCFA's regional approach has many advantages for the 23 cities and areas of the County it protects. By pooling resources, the OCFA can purchase additional fire engines and specialized equipment that some cities could not afford on their own.



The OCFA does not allocate equipment based on city boundaries. Instead, all member cities have access to resources, including helicopters for brush fires and the use of sophisticated rescue equipment to save the lives of accident victims. More engines mean shorter response times, thereby reducing the threat to both lives and property.

The OCFA is the largest regional fire service organization in Orange County and one of the largest in California. It has a budget of \$324.6 million. The OCFA staff consists of over 1,000 career firefighters and chief officers working at 72 fire stations throughout the County, and 260 support staff working at the Regional Fire Operations and Training Center

facility (RFOTC). These personnel provide front-line services, including prevention, education, dispatch, emergency response, and technical and administrative support.

The Orange County Fire Authority was formed on March 1, 1995, transitioning from the Orange County Fire Department to a JPA. The OCFA is an independent organizational entity similar to a special district. The service area includes 23 member cities and the unincorporated areas of Orange County, including State and Federal Responsibility areas. A 25-member Board of Directors governs the OCFA. This Board includes an elected official appointed to represent each of the member cities and two representatives from the County Board of Supervisors. The OCFA is managed by an appointed Fire Chief who reports to the Board of Directors.

The Orange County Fire Authority takes great pride in the service it provides to the community, and is committed to searching for ways to continually improve service to its customers in their time of need.

The Position

The Fire Chief is an at-will appointment and serves at the pleasure of the Board of Directors. The newly selected Fire Chief will assume command of an organization with a tradition of providing excellent service. In addition to providing oversight and leadership for the day-to-day operational activities of a progressive, large, and complex organization, he/she will serve as the top technical advisor to all member agencies on fire, disaster management, and EMS issues. The Chief is also responsible for establishing and maintaining a positive employee/labor relations climate, and for the proper and efficient use of both human and financial resources.

The Ideal Candidate

The ideal candidate for consideration will be an experienced fire services manager and administrator who possesses outstanding interpersonal, organizational, and leadership skills. This top executive will have "command presence" complemented by confidence, strength of character, exceptional communication skills, and a strong sense of purpose. The next Fire Chief for OCFA will need to be as comfortable and effective as the CEO of a complex organization as they would be at a large scale incident in the field, supporting the rank and file.

Working collaboratively with a large Board representing geographically diverse cities or the unincorporated areas of Orange County, the Fire Chief will immediately gain the respect of others and be known as an influential change agent with a flair for political savviness. This fire executive will be able to not only develop and implement a broad based strategic plan for the organization in the short-term, but will also have forward-thinking visioning

skills to look ahead 10 to 20 years into the future.

Additionally, the ideal candidate will be known as a honest, fair, and consistent manager. An unblemished record of ethical and professional conduct is essential. The Fire Chief will be able to also quickly develop trust and be seen as



credible across a spectrum of circumstances and audiences. Being a good listener is also important, as well as considering all input presented before making an unbiased decision. In this regard, the Board fully expects and demands presentation of all options and alternatives, as well as strong staff recommendations from the Fire Chief on his/her prescribed course of action.

Through frequent interactions, the Fire Chief will establish positive relationships with employees throughout the organization, and will place a high value on the professional development of staff. The Fire Chief will be considered a progressive leader within the fire service and be recognized for being an ongoing contributor to the advancement of the profession. The Chief must have a reputation as an effective developer, motivator, and evaluator of subordinate personnel, with a reputation for providing training and education equitably for all personnel.

The top candidate will have the ability to ensure continued progress for OCFA's future in support of an extensive service area with many interested parties, and elected and appointed officials representing member agencies. The new Chief must also be willing to take reasonable risks to guide the organization to new levels of achievement and share the credit for successes with others.

Extensive experience with sound and effective labor relations will be expected of the new Chief. OCFA has strong unions and the Fire Chief must be comfortable working in this type of environment. Known for being a relationship builder, the top candidate will also have a



reputation for establishing and maintaining a high level of trust between management and rank and file. The Chief must be able to formulate long-range staffing plans that communicate future vision, direction, and leadership expectations with a philosophy that points to inclusiveness and seeks input from all parties from the onset.

Very few individuals on a national scale will possess all of the qualities needed for this position, combined with the ability to work at the scale and scope of the Orange County Fire Authority. Ultimately, those select few that will be invited to interview will be quickly recognized as having the ability and track record of success to join one of the best fire and emergency operations in the nation. In the final selection, the Board will identify the overall best individual that will provide executive leadership and guidance to this dynamic Fire Department combined with the courage to lead and fortitude to guide the organization to new levels of achievement and organizational health.

Challenges and Opportunities

The new Fire Chief will be confronted with a number of challenges and opportunities that will require inspired leadership, diplomacy, and creative problem solving.

In addition to implementing a comprehensive listing of recommendations from a recently released organizational study (available at www.ralphandersen.com), this transformational leader will need to address many issues, some of which are summarized here:

Building strong and cohesive relationships; the new Fire Chief must have the ability to and an understanding of working with a 25-member Board of Directors;

- » Reestablish trust within OCFA, both with internal and external stakeholders;
- Take actions to make it clear to all employees that harassment and retaliation will not be tolerated at OCFA;
- » Fully explore Standards of Coverage and staffing models for suitability, effectiveness, public safety, and application to Orange County;
- » Ensure effective and efficient internal management of the organization, incorporating a esprit de corps, improved morale, and professional decorum appropriate for a high-performance organization;
- » Improve overall frequency and type of interaction with member agencies from the Fire Chief's perspective (vs. Division Chief) combined with enhanced customer service;
- » Enhance relationships with an array of partner agencies on local, statewide, and national level;
- » Review and address the equity issue with member agencies well in advance of 2020;
- » Develop accountability mechanisms and establish appropriate datadriven metrics for operations, response times, and service delivery;
- » Provide improved media relations and public communication;
- Develop and implement succession planning/management throughout the entire organization, including addressing promotional exams, and implementing improved programs to recruit, train, and retain qualified women and minorities;
- » Instill strong leadership characteristics at all command levels and develop future leaders; complete re-evaluation of suitability of current command structure and staffing;
- » Commit to seriously address the defined benefit issues related to retirement; and
- » Ensure utmost safety for all staff of OCFA, and adherence to the mission of enhancing public safety and meeting the evolving needs of the communities served.

Education and Experience

Experience: This position requires significant and progressively responsible executive fire command experience in a large and complex fire department, emergency management department, or other public safety executive level position for a large metropolitan area.

With a passion for public service and a proven track record of success, top candidates will have an outstanding career in fire service and a progressively responsible senior level career path with demonstrated accomplishments, including major incident command.

Education: A Bachelor's degree with major coursework in public administration, business administration, or a related field is required. An advanced degree is a plus combined with a track record of success.

Review and Evaluation of Qualifications: Working with Ralph Andersen & Associates, the OCFA will give serious consideration to all qualified candidates that apply who demonstrate executive level experience

in an organization with relative complexities. An understanding of key issues faced in large, urban environments will be of significant importance to the Board. The review and evaluation of qualifications will be at the discretion of



the OCFA, based on the most appropriate combination of experience and education that provides the knowledge, skills, and abilities required by the position and that fits the needs of the Orange County Fire Authority.

Compensation

This is a highly compensated executive position and the successful candidate will be offered a very competitive salary with an outstanding benefit package, including moving and relocation expenses. The compensation package extended to the top candidate will reflect the candidate's salary history and track record of career success. Additionally, the Board will negotiate a mutually agreeable at-will employment agreement with the selected candidate.

Questions regarding more specific details of the compensation package may be directed to Ralph Andersen & Associates.

The Selection Process

To be considered, candidates must submit a compelling cover letter, resume, salary history, and six (6) professional references *via email to apply@ralphandersen.com. Candidates are strongly encouraged to apply early in the process for optimal consideration.* The closing date for this position is Friday, October 10, 2014.

Ralph Andersen & Associates will conduct the initial evaluation of submitted materials to determine the best overall match with the established criteria as outlined in this recruitment profile. The selection process may also involve a supplemental questionnaire. Only a select group of highly qualified candidates will be invited to interview with the Ad-Hoc Selection Committee in early November (tentative date of Thursday, November 6th). Interviews with the full Board of Directors will follow shortly thereafter (tentative date of Thursday, November 13th). It is anticipated that the new Fire Chief will join the OCFA in January 2015 or at a mutually agreeable date.

Should you have any questions regarding this position or the recruitment process, please call Mr. Robert Burg or Ms. Heather Renschler at (916) 630-4900. Confidential inquiries are welcomed.

Candidates are encouraged to further research the Orange County Fire Authority website at www.ocfa.org.



City of Los Angeles

invites your interest in the position of

Fire Chief Los Angeles Fire Department



Mayor Garcetti is seeking an uncommon leader who is a contemporary fire administrator with a demonstrated track record of career accomplishments. This highly progressive and effective Fire Chief will bring immediate credibility to the Los Angeles Fire Department. Top candidates for this challenging leadership role must thrive in a robust, fast-paced, and complex environment and be creative, strategic, and able to fully implement best practices for data-driven deployment of resources. Delivering top-caliber services in this vastly diverse and expansive geographic area requires an agent of change willing to address an array of important issues that confront a department in transition. Without question, the new Fire Chief for Los Angeles will need to be a courageous and forward-thinking leader who believes in making the right decisions for the benefit of the organization and the community served. This well-rounded, consummate professional will also embrace, appreciate, and celebrate the outstanding contributions and performance from all levels of the Department.

Overview of the Fire Department

The Los Angeles Fire Department (LAFD) is a full-spectrum life safety agency protecting the residents who live, work, and play in America's second largest city. The Department's 3,244 uniformed personnel protect life, property, and the environment through their direct involvement in fire prevention, firefighting, emergency medical care, technical rescue, hazardous materials mitigation, disaster response, public education, and community service. An equally committed cadre of 295 non-sworn personnel provides technical and administrative expertise in their corresponding pursuit of the LAFD's mission.

The Department uses constant staffing at 106 Neighborhood Fire Stations strategically located across the 464 square-mile jurisdiction. Last year alone, the women and men of the LAFD responded to approximately 404,000 calls for service. Emergency Medical Services account for 84% of LAFD's calls for service and over 821 paramedics serve the community. The LAFD has 150 first line ambulance units of which 93 are advanced life support vehicles. The LAFD provides a full range of life safety services and operates five helicopter aircraft, five fire boats, engages in active brush/vegetation maintenance, employs a Wildland-Urban Interface Unit, and maintains Hazardous Materials Task Forces.

The large geographic region of Los Angeles encompasses many uniquely different urban, suburban, and rural communities. This amplifies the vastly different fire and EMS challenges that may be encountered by the Department including a wide variety of commercial and industrial fire hazards, aviation-related incidents, high rise structures, tactical obstacles related to maritime and major waterfront infrastructure, oil and gas fields within urbanized areas, and the transport of hazardous materials throughout the metropolitan area. More specifically and integral to this geographically diverse metropolis, LAFD provides fire and EMS services to Los Angeles International Airport as well as smaller general aviation airports within the City's jurisdiction. Additionally, the Port of Los Angeles, the nation's number one shipping container port located southwest of downtown in San Pedro Bay, is also serviced by the Department further expanding the sphere of challenges and complexities. The Department continues to be recognized for their Citizen Emergency Response Training (CERT), Swift Water Rescue Teams, Disaster Preparedness, Urban Search and Rescue (USAR), and Special Operations/Tactical Units.

The majority of the employees of the LAFD are represented by several collective bargaining units that include the United Firefighters of Los Angeles City (UFLAC), the Chief Officer's Association, Service Employees International Union (SEIU), and the Association of Federal, State, County, and Municipal Employees (AFSCME).



Desired Characteristics

In building a cohesive team of department heads, Mayor Garcetti is looking for these consistent qualities in all his General Managers:

- Leaders who are not only effective managers, but also have the vision, discipline, tenacity and skills to set and achieve strategic goals and leave a lasting legacy.
- Team players who foster collaboration at all levels of the organization, with an understanding that problems and solutions routinely cross department lines and city borders.
- Team builders who make it a priority to empower, coach, mentor and recognize city staff members to increase their individual and shared capacity to achieve success.
- Change agents who use data and performance metrics to drive continuous improvements and achieve the results that matter most.
- Strategic thinkers who understand the necessity of taking the long view and the high road in order to realize outcomes that are environmentally, economically and socially sustainable.
- Role models who personally demonstrate the integrity, work ethic and genuine concern for their fellow Angelenos that inspires public confidence and motivates city workers to do their best.
- Active learners who seek best practices across the public, private, non-profit and academic sectors to apply them to the unique challenges and opportunities in Los Angeles.
- Public servants who are passionate about building a greater city in partnership with citizens and civic groups across Los Angeles.

The Fire Chief will be expected to demonstrate and promote the highest standards of personal and professional conduct. The ideal candidate

will be expected to practice an open style of management and to work collaboratively with all members of LAFD to foster a working environment that encourages individuals to excel in their areas of responsibility. The Fire Chief will be considered a progressive leader within the fire service



and be recognized for being an ongoing contributor to the advancement of the profession.

Extensive experience with sound and effective labor relations will be expected. A sophisticated understanding of employment practices, including the Firefighter Procedural Bill of Rights, is strongly desired. Known for being a relationship builder, the top candidate will also have a reputation for establishing and maintaining a high level of trust between management and rank and file.

The selected candidate for Fire Chief will be a person of imagination and vision that will ensure continued progress for the City of Los Angeles. Additionally, he/she will appreciate the City for its quality of life, sound leadership, and a Fire Department comprised of skilled and dedicated employees.

In summary, the new Fire Chief will have the courage and be willing to take reasonable risks to guide the organization to new levels of achievement and share the credit for successes with others.

Qualifying Experience and Education

Experience – The successful candidate will have significant experience (at least 10 years or more) of increasingly responsible command and management experience within a large and complex fire department, emergency management department, or other public safety executive level position for an urban and culturally diverse metropolitan area.

With a passion for public service and a proven track record of success, top candidates will have an outstanding career in fire service and a progressively responsible senior level career path with demonstrated accomplishments.

This is an <u>open</u> process. All highly qualified candidates are strongly encouraged to apply.

Education – A Bachelor's degree from an accredited college or university with major course work in fire science, fire administration, emergency management, leadership, management, public administration, or a closely related field is required. A Master's or other advanced degree is strongly desired.

Executive Officer Certification, Chief Fire Officer designation, Executive Development Institute training, or similar endeavors are also highly desirable.



Executive Compensation and Benefits

The current salary range is \$213,498 – \$320,132 per year. A highly competitive benefits package includes an independent retirement plan to which both the employee and the City contribute, a multi-option deferred compensation plan, generous vacation and sick leave, 13 paid holidays per year, a flexible benefits plan including multi-option health, dental, and vision coverage, and family and domestic partner leave.

This position is exempt and considered an at-will management position and will not accrue any civil service tenure, contractual employment rights, or due process rights.

City Governance

Los Angeles is the second largest city in the United States and has a multi-ethnic population of approximately four million. It is truly a world-class city that offers a diversified economy and an unparalleled quality of life. Los Angeles continues to maintain its position as an economic powerhouse, the entertainment capital of the world, and a major trend-setter in virtually every field of human endeavor.

Los Angeles is a charter city and is governed by a Mayor and City Council. The City Council serves full-time and has fifteen members elected by district for four-year terms. Boards of Commissioners, appointed by the Mayor and confirmed by the City Council, oversee several of the City's departments and bureaus. Mayor Eric Garcetti was elected in May 2013 and is currently serving his first term.

A five member civilian Board of Fire Commissioners is charged with overseeing and making policy for the LAFD. Mayor Garcetti has appointed Delia Ibarra, Esq. (President), Steven R. Fazio, Ph.D., Andrew Glazier (Vice President), Jimmy H. Hara, MD, and Jimmie Woods-Gray.

To Be Considered

This is a *confidential process* and will be handled accordingly throughout all phases of the recruitment and selection process.

Nominations and submittals from interested candidates are strongly encouraged early in the process. Candidates should submit an application prior to Friday, May 16, 2014.

Nominations of highly qualified individuals are strongly encouraged and welcomed.

Selection of the new Fire Chief will involve a structured interview process and only a select number of highly qualified fire executives will be invited to compete for this high-level position. As a result of this comprehensive interview process, a <u>confidential interview</u> with Mayor Garcetti will be established for top contenders. Confirmation by the City Council will follow at a regularly scheduled meeting.

An electronic version of all submittals is required. Interested candidates should apply immediately by sending a comprehensive resume, compelling cover letter of interest, and compensation details via email to apply@ralphandersen.com. References are <u>not required</u> at time of submittal and <u>no contact</u> will be made with references or current employer until mutual interest has been established in order to provide the utmost in confidentiality.

Questions, nominations, and confidential inquiries regarding this position or the recruitment process should be addressed to: Mr. Robert Burg (robert@ralphandersen.com) or Ms. Heather Renschler (heather@ralphandersen.com), Ralph Andersen & Associates, (916) 630-4900.



The City of Los Angeles is an Equal Employment Opportunity Employer

Photos courtesy of Greg Doyle, Jeffrey Geller, Steve Gentry, Mike Meadows, and Adam VanGerpen.

Opportunities and Challenges

As part of his "back to basics" approach, Mayor Eric Garcetti's priorities for the new Fire Chief are easily summarized and simply stated as – working with elective leaders to implement meaningful change within the Department.

More specifically, this transformational leader will have a focus on reform and modernization that will include:

- Implementing smart and meaningful technology projects aimed at modernizing the Department, conserving resources, developing data-driven analysis of operations, and providing better public service.
- Reorganization and professional development of command staff, to ensure effective management of the organization, develop accountability mechanisms, and instill strong leadership characteristics at all command levels.

The City of Los Angeles Fire Department needs a visionary who understands how to facilitate as well as manage constructive change with minimal organizational disruption.

Additional areas of importance to Mayor Garcetti, the City Council, and the Fire Commission include the following:

- Capital and Technology Programs The Fire Chief must establish a comprehensive capital program that includes determining funding options for ongoing capital needs and technology and, at the same time, ensures strong project management and financial controls.
- Enhance Recruitment and Selection Efforts The LAFD operates in a community that is known for and thrives on the diversity of its citizens. However, there is a strong need to improve both gender and racial diversity throughout the Department's ranks. These efforts have been inhibited by a very tenured staff, ineffective recruiting efforts, limitations inherent in a civil service process, and organized labor requirements. Implementing specific programs to recruit, train, and retain the services of qualified women and minorities is one of the highest priorities for the new Chief. Establishing more effective recruiting programs, human relations training, and active engagement will need to be part of this ongoing effort to increase the diversity within the Department. Specific recommendations regarding the recruitment and training of women in the fire service will be a point of emphasis for the new Chief. Ultimately, the Chief must create and encourage a working environment in which all members of the Department feel that they are subject to equitable and fair treatment while having the opportunity to gain increased responsibility, promotion, and reward. A goal for the new Chief will be to eliminate complaints and grievances with regard to inequitable treatment and ensure an environment that minimizes legal action against the Department.







- Succession Planning The LAFD has a significant number of sworn staff with more than 25 years of service who are eligible for retirement within the next few years. Along with participation in the Deferred Retirement Option Plan (DROP) and retirement benefits, the Department faces the potential for an overwhelming number of future vacancies. The need for formal succession planning is selfevident and the new Chief must ensure the existence of successful employee development and training.
- Relationship Building The Chief of the LAFD is required to participate and become engaged in a wide variety of community and professional forums, while establishing his/her management and operational philosophies within the

Department. Aside from the everyday The new Fire Chief will establish positive interaction with the Fire Commission, Mayor's Office, and City Council, the Chief must become a visible presence within other public safety organizations such as the Los Angeles Police Department, California Highway Patrol, Los Angeles County Sheriff's Department, Los Angeles County Fire

relationships with employees at all levels. He/She must have a genuine desire to increase the diversity in the department, both in gender and ethnic diversity as well as respect the experience and contributions of employees throughout the organization. Placing a high value on the professional development of LAFD personnel is essential.

Department, State of California Fire Marshal's Office, California Department of Forestry and Fire Protection ("Cal Fire"), U.S. Forest Service, and a variety of federal agencies ranging from the Federal Emergency Management Administration (FEMA) to the Department of Homeland Security. These demands, along with the need to maintain strong working relationships with the various labor organizations within the Department, will call for the Chief to be an expert in the management of his/her time. In addition, the Chief must build strong relationships with surrounding municipal governments and other state and federal agencies that impact the security, disaster preparedness, and operational readiness of the LAFD. These requirements will call for a Chief who has a strong sense of purpose and vision for the Fire Department and the ability to influence policy, legislative initiatives, and operational practices at the local, regional, and statewide level.

A recently released study on the Los Angeles Fire Department, prepared by PA Consulting, is being evaluated by Mayor Garcetti and City Leadership. This recent report may be accessed at www.ralphandersen.com for interested candidates.





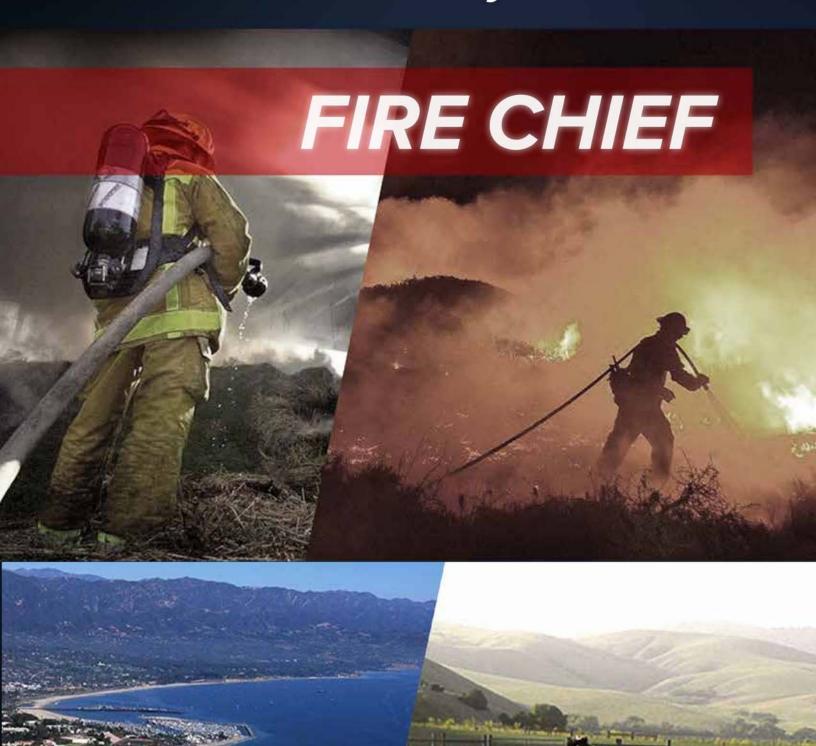








Santa Barbara County



First review of resumes to begin November 21, 2014

Recruitment Services Provided by Ralph Andersen & Associates



The County of Santa Barbara is seeking an uncommon leader who is a contemporary fire administrator with a commitment to service and demonstrated accomplishments. Top candidates must thrive in a large, geographically dispersed county that requires a fire executive to be creative, strategic, and able to fully implement best practices for deployment of resources. The new Fire Chief is required to be fiscally astute in order to move the organization to the next level of financial independence from the General Fund and continue to deliver top-caliber services. The selected Fire Chief will have a track record of being a courageous and forward-thinking leader who believes in making the right decisions for the benefit of the organization and the community served. This well-rounded, consummate professional will also embrace, appreciate, and celebrate the outstanding contributions and performance from all levels of the Department.

Overview of Santa Barbara County

With more than 122 miles of scenic coastline, beautiful valleys, and rugged peaks cresting to 6,800 feet, Santa Barbara County spans a spectacular 2,745 square miles. The County offers a paradise-like setting for tourists, vacationers, and more than 427,000 residents (an estimated 135,000 residents live in unincorporated areas). Of the eight municipalities in the County, the cities of Santa Barbara and Santa Maria have the largest populations. The highest growth areas over the past ten years have been in Santa Maria and Buellton.

The County of Santa Barbara boasts a strong economic base in both technology and agriculture. Santa Barbara's mild climate allows a wide variety of crops to be grown throughout the area -- from the hills above the Goleta valley to the areas surrounding the cities of Lompoc, Santa Maria, Guadalupe, and Buellton as well as the Danish-influenced City of Solvang. From this splendid and rich agricultural setting, a rapidly expanding vineyard industry that produces some of the world's finest wines as well as a vibrant flower industry has developed. Orchids grown in Santa Barbara County now rival those from the Pacific Rim.

The County's main administrative office and Board Hearing Room are located in the City of Santa Barbara, conveniently located 92 miles northwest of Los Angeles and 332 miles south of San Francisco. The City of Santa Barbara offers a vibrant downtown area with pedestrians, bicyclists, and electric shuttles bringing life to outdoor cafes, shopping, and beautifully landscaped paseos.

Governing and Legislative Body

The County of Santa Barbara is a general law county governed by a five-member Board of Supervisors that appoints the County Executive Officer (CEO). The Board of Supervisors is responsible for the efficient and effective management of the County. The Board has ultimate authority and control over County policy, budgetary matters, and strategic direction. The Board, working through the County Executive Officer, has overall oversight of County operations and officers as required by California law.

Fire Department

The Santa Barbara County Fire Department (SBCFD) is supported by 258.5 FTEs and an annual operating budget of \$60 million in FY 14/15. Services are provided through 16 fire stations (16 Engines/1 Truck Company) located throughout the County. Every engine carries Advanced Life Support (ALS) equipment. Approximately 25% of the engine companies are staffed with four personnel, with the majority operating with three. SBCFD responds to more than 15,000 calls for service, of which 57% are medical related. American Medical Response (AMR) meets the majority of patient transport needs.

The Department is organized across three divisions: Support Services, Fire Prevention, and Operations. In addition to the unincorporated areas of Santa Barbara County, the Department's service area includes the cities of Buellton, Goleta, and Solvang as well as private lands in the National Forest. Santa Barbara County Fire shares Aerial Suppression and Rescue Operations with the Sheriff's Department. The Sheriff's Department provides Fire dispatch services via a joint communications center.

www.sbcfire.com

SBCFD maintains strong partnerships with surrounding agencies including the California Department of Forestry and Fire Protection (CALFIRE) and the U.S. Forest Service (the County of Santa Barbara is one of six counties that contract with CALFIRE). Automatic or mutual aid agreements are established with other departments in the region. Santa Barbara County's Fire Chief serves as the Operational Area Response Coordinator for large scale incidents. The Department also holds a permanent seat on California's FIRESCOPE Board of Directors.

Challenges and Opportunities

The Fire Chief will have a variety of opportunities and challenges to address including:

- Development and implementation of workforce planning and career development throughout the entire organization, including addressing promotional exams and implementing improved programs to recruit, train, and retain qualified women and minorities;
- Responsibility for the Fire Department's fiscal operations and strategic
 planning to include funding resulting from an approved property tax
 exchange whereby the Fire District automatically receives 25% of the
 County's property tax revenue growth each year until the Fire District's
 share reaches the equivalent of 17% of property taxes (Board Action
 May 2012) in lieu of an annual allocation from the general fund;
- Continued prudent fiscal management of the Department's budget in light of the existing and growing demand for resources and the need to balance salary and benefit enhancements with ongoing infrastructure needs estimated to the +/-\$80 million;
- Ongoing employee and labor relations including with the largest represented group Local 2046 (MOU expires February 2016);
- Establishment of accountability mechanisms and appropriate data-driven metrics for operations, response times, and service delivery;
- Expansion and enhancement of relationships with an array of partner agencies on local, statewide, and national levels as well as dealing with sovereign issues with local tribes;
- Addressing standard operational issues while dealing with a complex service delivery system that encompasses wildland/urban interface, protection of the historic fire protection corridors, and the overall diversity presented by an array of rural, urban, and suburban communities in such a geographically dispersed county; and
- Ongoing monitoring and future renegotiating with AMR First Responder BLS / ALS contract (through an agreement with the County and then sub-contracted to the Department).

Additionally, in a recent survey of Fire Department employees, the following were identified as the top three challenges facing the Department:

- Staffing / Service Levels;
- Fiscal / Financial Recovery; and
- Improved Operation / Services / Department Direction.

Importantly, these appear to be closely aligned with challenges viewed by County Leadership.

The Position and Responsibilities of the Fire Chief

The Fire Chief is an at-will executive level position that reports to the five-member County Board of Supervisors with administrative supervision from the CEO. The upcoming vacancy is the result of a pending retirement.

Specific responsibilities of the Fire Chief include:

- Providing strong leadership that will inspire achievement and earn the confidence of Department personnel, the Board of Supervisors, CEO, and the community;
- Effectively managing the Department's financial resources and communicating the Department's financial structure and position to internal and external stakeholders;
- Skilled in utilizing quality professional and technical staff, mindful of their abilities, and able to listen and make informed decisions – possessing proven experience and commitment to staff development and succession planning;
- Ensuring professional development of command staff and employees that will enhance their success as managers and facilitate positive employee morale and strong organizational performance;
- Establishing collaborative working relationships and partnerships with community and neighborhood associations, business groups, development organizations, and other County departments, particularly the Sheriff's Office, to pursue a common goal of community safety;
- Articulating a vision and leading the development of strategic and master plans in support of that vision;
- Providing an appropriate flow of information to citizens, the media, and interest groups as well as serving as the primary spokesperson on matters of fire safety and life safety;
- Possessing a participative leadership style and working effectively
 with other County departments, the executive management team,
 and affiliated labor associations toward the common good of the
 organization and the community.



The Ideal Candidate

The County is seeking a Fire Chief who will inspire, motivate, and empower Fire Department staff as well as manage expectations – critically important leadership traits as the County begins to recover from challenging economic times. The new Fire Chief will be a dedicated public servant with superior interpersonal and communication skills and a proven track record as a confident and innovative leader who is comfortable operating in a dynamic environment. This executive will provide options and solutions on an array of fire service issues, always acting in the best interest of all the Santa Barbara communities. To successfully lead the Fire Department, the individual selected will:

- Possess a strong business sense and financial acumen;
- Possess a comprehensive understanding of *fire science* and have the ability to quickly implement a *mitigation strategy* that takes into consideration the history of fires throughout the County including wildland fires and urban interface, significance and impact of the historic fire protection corridors, and the sprawling, geographically dispersed urban centers;
- Lead with integrity and unquestionable ethics supported by a strong and successful public sector career history;
- Promote access, openness, and responsiveness, personally setting the example throughout the organization and community;
- Possess a comprehensive understanding of *fire science* and have the ability to quickly implement a *mitigation strategy* that takes into consideration the history of fires throughout the County including wildland fires and urban interface, significance and impact of the historic fire protection corridors, and the sprawling, geographically dispersed urban centers;
- Demonstrate strategic and forward thinking, blending innovation and creativity with an entrepreneurial style;
- Inspire others to provide excellent public service;
- Consistently use superior communication skills and welcome dialogue and debate;
- Possess political acumen, be extremely astute, and apolitical with the ability to take controversial issues and defuse then resolve them; and
- Demonstrate a solution-orientation and provide sound, fair, and unbiased advice to the CEO and Board of Supervisors.

Qualifying Experience and Education

Experience – The successful candidate will have significant experience (at least 5 years or more) of increasingly responsible command and senior management experience within a comparable fire department. With a passion for public service and a proven track record of success, top candidates will have an outstanding career in fire service and a progressively responsible senior level career path with demonstrated accomplishments. Experience in a mid-to-large size department with ALS/EMS capacity, large and diverse geographic service areas, as well as experience or familiarity with the wildland/urban interface is necessary to succeed in this position. Prior or current service in a jurisdiction of similar geographic complexity will be helpful to candidates. Working knowledge of California EMSA standards along with an advanced understanding of ICS and SIMS/NIMS is expected.

Education – A Bachelor's degree from an accredited college or university with major course work in fire science, fire administration, emergency

management, leadership, management, public administration, or a closely related field is required. A Master's or other advanced degree is strongly desired.

Certifications – Executive Fire Officer Certification, Chief Fire Officer designation, Executive Development Institute training, or similar endeavors are also highly desirable.

Compensation

This is a well-compensated executive-level position. The salary range is \$121,589 to \$201,924 depending on qualifications, with an executive benefit package. The County may also provide reimbursement for reasonable relocation expenses in order to facilitate the new Fire Chief's move and transition into the County of Santa Barbara. Further details on the benefit package are available through Ralph Andersen & Associates.

To Be Considered

This is a *confidential recruitment* and will be handled accordingly throughout the various stages of the process. Candidates should be aware that references *will not* be contacted until mutual interest has been established. Candidates are encouraged to *apply immediately, with the first review of résumés to begin following the closing date of November 21, 2014.* This recruitment is considered open until filled or until the County's needs are met. *Electronic submittals are strongly preferred and should be submitted to Ralph Andersen & Associates at apply@ralphandersen. com.* Submissions should include the following:

- · Compelling cover letter;
- Comprehensive résumé;
- · Salary history; and
- · Professional references.

Ralph Andersen & Associates will work directly with County Leadership to conduct the initial evaluation of submitted materials to determine the best overall match with the established criteria as outlined in this recruitment profile. Only the top tier of candidates will be invited to interview with the Board of Supervisors during December 2014. Interviews are tentatively scheduled for Thursday and Friday, December 18 - 19. It is anticipated that the newly selected Fire Chief will join the County of Santa Barbara in January/February 2015, or based on a mutually agreeable date. Every effort will be made to accommodate an orderly transfer of leadership.

Confidential inquiries are welcomed and should be directed to Heather Renschler, Ralph Andersen & Associates, at (916) 630-4900. Candidates are encouraged to further research the Fire Department's website at www.sbcfire.com.





REQUEST FOR BEST AND FINAL OFFER RFP DC2241 EXECUTIVE RECRUITING SERVICES – FIRE CHIEF

DATE BEST AND FINAL OFFER REQUESTED: NOVEMBER 2, 2017 DUE DATE FOR BEST AND FINAL OFFER: NOVEMBER 3, 2017 at 12:00PM

Ralph Andersen & Associates.

heather@ralphandersen.com

Dear Heather Renschler,

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

Ralph Andersen & Associates, is invited to submit its BAFO for consideration in the award determination process. Best and Final Offers must be received no later than 12:00 P.M. November 2, 2017. The BAFO may be submitted by email with a signed original to follow in the mail.

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

Based on the submitted proposal, OCFA would like to request any additional pricing consideration you would like to offer to assist in making an award.

Best and Final Offers must be received by the Orange County Fire Authority - Purchasing Section no later than the deadline specified above. If a response is not received by the deadline, your original offer will serve as the final offer. Please submit your response to this request via e-mail to: jamesaguila@ocfa.org. The Best and Final Offer will further assist in making our final award recommendation.

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

Best Regards,

James Aguila

Printed Name

Assistant Purchasing Agent

TO THE ORANGE COUNTY FIRE AUTHORITY:

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

Signature of Person Authorized to Sign

Heather Renschler

President/CEO

November 3, 2017

Title

BEST AND FINAL OFFER

BEST AND FINAL OFFER PRICING

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

	ORIGINAL PROF	POSAL PRICING	BAFO PRICING				
Description of Services	Estimated Hours	Amount	Estimated Hours	Amount			
Development of Recruitment Process Timeline	*************************************	***************************************					
Development of Position Description	24	\$2,250					
Develop Announcement & Recruitment Materials	24	\$2,250					
Subtotal – Recruitment Development	48	\$4,500					
Recruitment	***************************************	***************************************	***************************************	***************************************			
Identify Potential Candidates	100	\$8,000					
Screen applicants and conduct preliminary interviews	30	\$4,250					
Subtotal – Recruitment Services	130	\$12,250					
Review and Selection	***************************************	***************************************	************	************			
Set up interviews with top candidates to determine finalists	4	\$2,000					
Oral briefings and/or written summaries of candidates	12	\$4,500					
Conduct reference checks on final candidates	15	\$7,500					
Coordinate final selection interviews	10	\$1,000					
Subtotal – Review/Selection	41	\$15,000					
Job Offer	***************************************	***************************************	***************************************	*************			
Verification of credentials	4	\$945					
Background check	5	\$1,000					
Offer, salary negotiation and acceptance	7	\$1,250					
Subtotal – Job Offer/Final Selection	16	\$3,195					
Travel Costs*	*************************************	\$55	**********				
Miscellaneous Costs			*************************************	{			
Total Not To Exceed Amount	235	\$35,000	32,500				

Please provide any additional information you would like OCFA to consider:	

ORANGE COUNTY FIRE AUTHORITY PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 16th day of November, 2017, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Ralph Andersen & Associates, a California Corporation, hereinafter referred to as "Firm". OCFA and Firm are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, OCFA requires the services of a qualified firm to provide Executive Recruiting Services as requested in RFP DC2241, hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted to OCFA a proposal dated October 17, 2017, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by this reference ("Proposal"); and

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

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

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

AGREEMENT

1. PROFESSIONAL SERVICES

1.1 Scope of Services

In compliance with all terms and conditions of this Agreement, Firm shall provide those services specified in Firm's Proposal attached hereto as Exhibit "A." The Scope of Services includes by reference and by addendum: (1) OCFA's Request for Proposal, RFP DC2241, dated October 4, 2017 ("RFP"), (2) Firm's Proposal, as modified by Firm's Best and Final Offer dated November 3, 2017, and (3) any amendments, addendums, change orders, or modifications mutually agreed upon by the parties hereto ("Services" or "Work"). Firm warrants that all Services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Firm represents and warrants that it and all employees, subconsultants and subcontractors providing any Services pursuant to this Agreement shall have a sufficient skill and experience to perform the Services. All

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

1.2 Compliance with Law

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

1.3 <u>Licenses and Permits</u>

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

1.4 Familiarity with Work

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

1.5 Care of Work

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

1.6 Additional Services

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

2. TIME FOR COMPLETION

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

3. COMPENSATION OF FIRM

3.1 Compensation of Firm

For the Services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed, in accordance with the Firm's Best and Final Offer dated November 3, 2017 set forth in Exhibit "A," in an amount not to exceed \$32,500.00. Firm guarantee's that if within a one-year period after the appointment, the Fire Chief, resigns or is dismissed for cause, Firm will perform an additional recruitment at the cost of expenses only to perform the additional recruitment.

3.2 Method of Payment

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

3.3 Changes

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

- A. To provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product or work;
- B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Firm's profession.

3.4 Appropriations

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

4. PERFORMANCE SCHEDULE

4.1 Time of Essence

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

4.2 **Schedule of Performance**

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

4.3 Force Majeure

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

4.4 Term

This agreement shall continue in full force and effect until satisfactory completion of the Services, unless earlier terminated in accordance with Sections 8.5 or 8.6 of this Agreement but not exceeding 240 days from the date hereof, unless extended by mutual written agreement of the parties.

5. COORDINATION OF WORK

5.1 Representative of Firm

The following principal of the Firm is hereby designated as being the principal and representative of Firm authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith: <u>Heather Renschler</u>, <u>President/CEO</u>.

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

5.2 Contract Officer

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

5.3 Prohibition Against Subcontracting or Assignment

- **5.3.1** No Subcontracting Without Prior Approval. The experience, knowledge, capability and reputation of Firm, its principals and employees, and the Firm Representative were a substantial inducement for OCFA to enter into this Agreement. Therefore, Firm shall not contract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of OCFA.
- Authorized. If Firm is authorized to subcontract any part of the Services as provided in Section 5.3.1, Firm shall be responsible to OCFA for the acts and omissions of its subcontractor(s) and subconsultant(s) in the same manner as it is for persons directly employed. For purposes of this Agreement, all persons engaged in the performance of Services will be considered employees of Firm. OCFA will deal directly with and will make all payments to Firm. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and OCFA. Firm shall ensure that all subcontractor insurance requirements set forth in Section 6 below (including its subsections) are complied with prior to commencement of Services by each subcontractor.
 - **5.3.2.1 Withholding Payment for Non-Authorized Subcontractors**. OCFA shall have the right to withhold payment from Firm

for Services performed by any subcontractor or subconsultant performing Services but not authorized in writing by OCFA, or regarding which the insurance or other requirements under this Agreement have not been satisfied.

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

5.4 <u>Independent Contractor</u>

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

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

5.6 <u>Employee Retirement System Eligibility Indemnification</u>

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

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

6. INSURANCE AND INDEMNIFICATION

- maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to OCFA, all insurance required under this section. Firm shall not commence any Services under this Agreement unless and until it has provided evidence satisfactory to OCFA that it has secured all insurance required under this section. If Firm's existing insurance policies do not meet the insurance requirements set forth herein, Firm agrees to amend, supplement or endorse the policies to meet all requirements herein.
- **6.2** Types of Insurance Required. Without limiting the indemnity provisions set forth in this Agreement, Firm shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

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

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

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

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

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

6.2.2 Commercial General Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than one million dollars (\$1,000,000.00) per

occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. CGL insurance shall be provided on an occurrence-based coverage form; a "claims made" CGL policy is not acceptable. Firm shall maintain CGL insurance with per-claim, aggregate and products and operations completed limits no lower than the minimum CGL coverage limits set forth above. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for any of the following: (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) any other exclusion contrary to this Agreement.

- **6.2.3 Automobile Liability Insurance**. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile liability insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury, disease and property damage. Defense costs shall be paid in addition to the policy limits. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles, and be endorsed to eliminate any exclusion applicable to any of them.
- **6.2.4 Workers' Compensation Insurance**. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements applicable in the State of California. Firm hereby waives on its own behalf, and shall obtain an endorsement from its workers' compensation insurer waiving on the insurance company's behalf, all rights of subrogation against the OCFA, its board members, officials, officers, employees, agents and volunteers.
- **6.2.4.1** If subconsultants or subcontractors are used, Firm shall require each of its subconsultants and subcontractors, if any, to waive all rights of subrogation, and to obtain endorsements from the subconsultants'/subcontractors' workers' compensation insurers waiving all rights of subrogation, against the OCFA, its board members, officials, officers, employees, agents and volunteers.
- **6.2.4.2** Firm and each of its subconsultants and subcontractors shall also maintain, in full force and effect throughout the term of this Agreement, Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000.00) per injury or illness.
- **6.3** Acceptability of Insurers. Each insurance policy required by this section shall be issued by a licensed company authorized to transact business by the Department of Insurance for the State of California with a current rating of A:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Line Insurers (LASLI)), by the latest edition of A.M. Best's Key Rating Guide, except that the OCFA will accept workers' compensation insurance from the State Compensation Fund. In the event the

OCFA determines that the Services to be performed under this Agreement creates an increased or decreased risk of loss to the OCFA, the Firm agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the OCFA.

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

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

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

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

6.4.1.1.1 Additional Insured Endorsements:

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

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

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

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

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

- 6.5 <u>Deductibles and Self-Insured Retentions</u>. Any deductible or self-insured retention must be approved in writing by the OCFA in advance. The decision whether to approve or withhold approval of a deductible or self-insured retention shall be made by the OCFA in the OCFA's sole and absolute discretion. (Firm may request pre-approval from OCFA of a deductible or self-insured retention prior to submitting Firm's Proposal).
- **Maiver of Subrogation**. All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the OCFA, its officials, officers, employees, agents and volunteers, or shall specifically allow Firm or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Firm hereby agrees to waive its own right of subrogation against the OCFA, its officials, officers, employees, agents and volunteers.
- **Subcontractors**. If OCFA approves the use of subconsultants or subcontractors for the performance of any portion of the Services, then Firm shall obtain from each subconsultant and subcontractor, and make available to OCFA upon request, written express waivers by each subconsultant and subcontractor of the right of subrogation against the OCFA, its officials, officers, employees, agents and volunteers, and policy endorsements of each of its subconsultants' and subcontractors' insurance policies waiving any rights of subrogation against the OCFA, its officials, officers, employees, agents and volunteers insurer. All such waivers and endorsements shall be obtained prior to commencement of any Services by each subconsultant or subcontractor.
- 6.7 <u>Evidence of Coverage</u>. Concurrently with the execution of the Agreement, Firm shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required to be maintained by Firm by this Section 5. Firm shall promptly furnish, at OCFA's request, copies of actual policies

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

- **6.7.1** Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval.
- **6.7.2 Authorized Signatures**. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.
- 6.7.3 Renewal/Replacement Policies. At least fifteen (15) days prior to the expiration of any policy required by this Agreement, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the OCFA. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Firm shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the OCFA evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies meeting all requirements of this Agreement.
- **6.8** Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Firm may be held responsible for losses of any type or amount.
- **6.9 Enforcement of Agreement (Non-Estoppel)**. Firm acknowledges and agrees that actual or alleged failure on the part of the OCFA to inform Firm of any non-compliance with any of the insurance requirements set forth in this Agreement imposes no additional obligation on the OCFA nor does it waive any rights hereunder.
- **6.10 Insurance for Subconsultants**. If OCFA approves the use of subconsultants or subcontractors for the performance of any portion of the Services, then Firm shall be responsible for causing each approved subconsultant and subcontractor to procure and maintain insurance in the same types and amounts required for Firm, and in full compliance with the insurance requirements set forth in this Agreement, except as otherwise authorized in writing by the Contract Manager.
- **6.10.1 Delivery of Evidence of Subcontractor Insurance**. Upon request of OCFA, Firm shall deliver to OCFA all certificates of insurance and endorsements required from subcontractors and subconsultants. (Note: Firm's duty to obtain all required insurance for subcontractors and subconsultants required under this Agreement applies whether or not OCFA requests delivery of evidence of such coverage.)

- **6.11 Other Insurance Requirements**. The following terms and conditions shall apply to the insurance policies required of Firm and its subconsultants and subcontractors, if any, pursuant to this Agreement:
- **6.11.1** Firm shall provide immediate written notice to OCFA if (1) any of the insurance policies required herein are terminated, cancelled, suspended, or non-renewed (2) the limits of any of the insurance coverages required herein are reduced; (3) any required insurance coverage is reduced below the required minimum limits through claims or otherwise, or (4) the deductible or self-insured retention is increased.
- **6.11.2** All insurance coverage and limits required under this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the OCFA or its operations shall limit the application of such insurance coverage.
- **6.11.3** None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the OCFA and approved in writing.
- **6.11.4** Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay the Project. It is Firm's obligation to ensure timely compliance with all insurance submittal requirements as provided herein and Firm agrees to reimburse OCFA for any losses resulting from its failure, or its subconsultants' or subcontractors' failure, to timely comply with the requirements of this Agreement.
- **6.11.5** Firm agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Firm, provide the same minimum insurance coverage required of Firm. Firm agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Firm agrees that upon request, all agreements with, and evidence of insurance from, subconsultants and subcontractors and others engaged in performing any Services will be submitted to the OCFA for review.
- **6.11.6** Firm agrees to provide immediate written notice to OCFA of any claim, demand or loss arising out of the Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to an amount less than required by this Agreement.

6.12 Indemnification.

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

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

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

7. RECORDS AND REPORTS

7.1 Reports

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

7.2 Records

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

7.3 Ownership of Documents

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

7.4 Release of Documents

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

7.5 Confidential Materials

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

8. <u>ENFORCEMENT OF AGREEMENT</u>

8.1 California Law

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

8.2 Waiver

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

8.3 Rights and Remedies are Cumulative

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

8.4 Legal Action

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

8.5 <u>Termination Prior to Expiration of Term</u>

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

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

8.6 Termination for Default of Firm

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

8.7 Attorneys' Fees

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

9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

9.1 Non-Liability of OCFA Officers and Employees

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

9.2 Covenant Against Discrimination

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

10. MISCELLANEOUS PROVISIONS

10.1 Confidentiality

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

10.2 Notice

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

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

To Firm:

WITH COPY TO:

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

Ralph Andersen & Associates Attention: Heather Renschler 5800 Stanford Ranch Road, Suite 410 Rocklin, CA 95765

10.2 Integrated Agreement

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

10.3 Amendment

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

10.4 Severability

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

10.5 Corporate Authority

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

[Signatures on Following Page]

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

	"OCFA"
	ORANGE COUNTY FIRE AUTHORITY
Date:	By:
	Debbie Casper, C.P.M., CPPB Purchasing & Materials Manager
APPROVED AS TO FORM. By: The lax and the same of the	ATTEST:
DAVID E. KENDIG GENERAL COUNSEL Date: 11/9/17	Sherry A.F. Wentz Clerk of the Board
	"FIRM"
	RALPH ANDERSEN & ASSOCIATES
Date: November 7, 2017	By: Hearter Renseller
	Heather Renschler President/CEO
Date: November 7, 2017	By: Negate Romana
	Heather Renschler Chief Financial Officer



Orange County Fire Authority AGENDA STAFF REPORT

Executive Committee Meeting November 16, 2017

Agenda Item No. 3C Consent Calendar

Blanket Order Contract Extension for Occupational and WEFIT Medical Services

Contact(s) for Further Information

Brigette Gibb, Director <u>brigettegibb@ocfa.org</u> 714.573.6353

Human Resources

Tamaryn Boston, Human Resources Mgr. <u>tamarynboston@ocfa.org</u> 714.573.6018

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 February 28, 2018. The extension will provide sufficient time to finalize contract negotiations for these services now that the competitive procurement process has concluded.

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.

At the June 22, 2017, Executive Committee meeting, the Committee approved authorizing an extension of Blanket Order No. 01525 with UCI in an amount not to exceed \$351,800 for occupational and WEFIT medical services.

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 January 1, 2018, through February 28, 2018, in an amount not to exceed \$74,250 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 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 concluding two separate RFP processes for these services, one for occupational medical services and the other for WEFIT medical services.

In an effort to allow staff additional time to evaluate the proposals, identify the desired firm(s), and enter into contract(s) for these services, the Executive Committee approved an extension of the current contract with UCI on June 22, 2017. While the desired firms for both occupational and WEFIT medical services have now been identified, due to the earlier Executive Committee meeting date in November, because of the Thanksgiving holiday and the regularly scheduled meeting going dark in December, staff requires additional time to finalize contract negotiations with each proposer.

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 a second extension of the UCI contract from January 1, 2018, through February 28, 2018. UCI has agreed to extend the current contract pricing through February 28, 2018. The extension of the contract can be terminated by either party upon thirty days written notice.

The amount of funding requested covers the remainder of anticipated costs through February 2018 for pre-employment medical and WEFIT exams, 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 Non-Safety	15	\$100	\$1,500
WEFIT Exam	80	\$850	\$68,000
Return to Work Exam	15	\$100	\$1,500
Fitness for Duty Exam	5	\$650	\$3,250
Total Cost			\$74,250

Attachment(s)

Proposed Professional Services Agreement Amendment No. 4

ORANGE COUNTY FIRE AUTHORITY AMENDMENT NUMBER FOUR TO PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NUMBER FOUR TO PROFESSIONAL SERVICES AGREEMENT ("Amendment Four") is made and entered into this 16th day of November, 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, OCFA and Firm extended the period of performance through December 31, 2017 ("Amendment Three"); and

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

WHEREAS, OCFA desires to exercise its option to extend the term of the Agreement through February 28, 2018, and Firm agrees to such an extension, subject to the terms and provisions of this "Amendment Four".

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 January 1, 2018 and continue through February 28, 2018 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:	Ву:
	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 November 16, 2017

Agenda Item No. 3D Consent Calendar

Award of Bid # JA2224 Detroit Diesel Engine Parts and Repair Services

Contact(s) for Further Information

Dave Anderson, Assistant Chief <u>daveanderson@ocfa.org</u> 714.573.6008

Support Services Department

Rick Oborny, Fleet Services Manager <u>rickoborny@ocfa.org</u> 714.573.6651

Summary

This agenda item is submitted for the approval to award one-year blanket order contracts for asneeded Detroit Diesel Engine parts and repair services to Valley Power Systems Inc. and Harbor Diesel and Equipment as a result of a competitive Invitation for Bids, in an annual aggregate amount not to exceed \$150,000 annually.

Prior Board/Committee Action(s)

Not Applicable.

RECOMMENDED ACTION(S)

- 1. Approve and authorize the Purchasing Manager to establish blanket order contracts with Valley Power Systems Inc. for an annual amount of \$100,000 and Harbor Diesel for an annual amount of \$50,000 each for as-needed Detroit Diesel Engine parts and repair services at an aggregate amount not to exceed \$150,000 annually.
- 2. Approve and authorize the Purchasing Manager to redistribute or adjust the funding between the two vendors as requested by the department provided the aggregate amount does not exceed \$150,000 annually.
- 3. Approve and authorize the Purchasing Manager to extend the contracts up to four additional one-year renewals with annual price increases not-to-exceed 3% per year or the percentage increase in the U.S. Department of Labor Consumer Price Index for All Urban Consumers, Services, in the Los Angeles-Riverside-Orange County, CA Area, whichever is lower.

Impact to Cities/County

Not Applicable.

Fiscal Impact

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

Background

Fleet Services is responsible for the maintenance and repair of all vehicles and apparatus in the OCFA fleet. The ongoing repair and preventative maintenance plan keeps OCFA vehicles and apparatus functioning and performing at their best. The department maintains contracts for the purchase of parts and repairs on apparatus to assist with workload when the workload exceeds staff capacity. A solicitation was issued as a routine process to replace prior blanket order contracts that have expired.

Invitation for Bid (IFB) Process

On September 18, 2017, an IFB was issued and sent to 134 registered vendors on PlanetBids with the intent to solicit bids from qualified vendors to provide as-needed parts and/or repair services for OCFA's Detroit Diesel engines. Final bids were due October 12, 2017, and two bids were received. Additional information about the IFB process is provided in Attachment 1.

Recommendation for Award

Staff is recommending the award of two blanket order contracts for as-needed parts and/or repair services for OCFA's Detroit Diesel Engines as follows: Valley Power Systems (\$100,000) and Harbor Diesel and Equipment (\$50,000) in an annual aggregate amount not-to-exceed \$150,000 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 the two contracts does not exceed \$150,000 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 Detroit Diesel Engine Parts and Repair Services
- 2. *IFB JA2224
- 3. *Valley Power Systems Bid Submission
- 4. *Harbor Diesel and Equipment Bid Submission

IFB JA2224 - Detroit Diesel Engines Parts and Repair Services

Evaluation

Staff evaluated the bids for responsiveness and determined each vendor met the minimum mandatory requirements. After evaluation of the bids, both respondents were recommended contract awards. Awarding multiple contracts allows the department flexibility of utilizing the vendor that offers immediate availability to perform the requested services.

Pricing

Labor Type	Valley Power Systems	Harbor Diesel & Equipment
Diagnosis Hourly Labor Rate	\$93	\$120
Standard Repair Hourly Rate - Shop	\$93	\$120
Standard Repair Hourly Rate - Field	\$110	\$120
Overtime Hourly Rate - Shop	\$139	\$180
Overtime Hourly Rate - Field	\$165	\$180
Weekends/Holidays Labor Rate - Shop	\$186	\$180/\$240
Weekends/Holidays Labor Rate - Field	\$220	\$180/\$240
Pricing for parts needed as part of a Service/Repair	23% off MSRP	Cost Plus 12%



ORANGE COUNTY FIRE AUTHORITY

Invitation for Bids

Detroit Diesel Engines: Parts and Repair Services

September 18, 2017

Solicitation No. JA2224

The Orange County Fire Authority (OCFA) is requesting bids from authorized vendors to provide parts and/or services for Detroit Diesel engines on an as-needed basis. The purpose of this solicitation is to establish multiple contracts to provide flexibility and increase availability of parts and service when OCFA Fleet Services experiences overflow. Vendors may choose to submit a bid only to supply parts for stock and/or to provide repair/maintenance services.

The initial term of the contract will be for one year and will allow for up to four optional one-year renewals, provided both parties agree to the extensions.

Only electronic bids will be accepted for this solicitation. The Bid Response Forms must be submitted online through OCFA's electronic procurement system, PlanetBids, at:

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

Bids will be received no later than 11:00 A.M. Pacific Standard Time (PST) on Thursday October 12, 2017.

LATE BIDS WILL NOT BE ACCEPTED.

Any questions concerning this Invitation for Bids (IFB) or the specifications should be submitted on-line via the Q&A module available through PlanetBids before 5:00 P.M. on **Thursday September 28, 2017.** OCFA will publish a response to all inquiries through the e-procurement system and/or may issue an addendum as a result.

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

SECTION 1: SOLICITATION INFORMATION

1.1 PURPOSE

The Orange County Fire Authority (OCFA) Fleet Services department is responsible for the maintenance and repair of all vehicles and apparatus in the OCFA Fleet. Ongoing repair and preventative maintenance keeps OCFA vehicles and apparatus functioning and performing at their best. The Fleet section maintains contracts for the purchase of parts and repairs to assist beyond staff capacity. The purpose of this solicitation is to establish contracts for the as-needed purchase of Detroit Brand Equipment Manufacturer (OEM) or OEM refurbished parts and to establish contracts with authorized vendors for as-needed repair services of Detroit Diesel engines. Vendors may submit bids for one or both types of contracts requested.

The objective is to contract with one or multiple vendors that can partner with OCFA to provide the highest quality of service to OCFA in the most expeditious and cost-effective manner possible. To provide adequate contract coverage, at the OCFA's sole discretion, multiple contract awards may be awarded.

1.2 DUE DATE

Bids will be received no later than 11:00 AM on Thursday October 12, 2017. Late submittals will not be accepted.

1.3 SUBMITTAL INSTRUCTIONS

The Bid Response Forms for IFB JA2224 are available for download on OCFA's online bidding platform, PlanetBids. The Response Forms must be submitted electronically through PlanetBids at:

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

Any vendor who wishes his or her bid to be considered for award is responsible for ensuring that it is complete and received by the Purchasing Office on or before the due date and time. Facsimile or electronic mail bids shall not be considered.

1.4 INQUIRIES

Any questions related to the Invitation for Bid shall be directed to Assistant Purchasing Agent, James Aguila. Questions and comments must be submitted via this bid's Q&A module on the PlanetBids website no later than **5:00 PM PST on Thursday September 28, 2017**. The inquirer's name, company, address, phone number should be included. Oral interpretations or clarifications on the part of OCFA will be without legal effect. Only responses submitted in writing via the Q&A module or addendum will be binding.

1.5 SCHEDULE OF IMPORTANT DATES

Invitation for Bid Issue Date	September 18, 2017
Final Day to Submit Questions via PlanetBids Online Q&A Module	September 28, 2017 at 5:00 PM PST
Deadline to Submit Bid Response	October 12, 2017 at 11:00 AM PST

SECTION 2: SCOPE OF WORK

2.1 PURPOSE

The purpose of this solicitation is to establish one or multiple annual contracts with authorized vendors to provide as-needed repair services for Detroit Diesel engines and/or furnish and deliver Detroit Brand Original Equipment Manufacturer (OEM) parts or OEM refurbished parts on an as-needed basis. Repairs must be performed by an approved Detroit Diesel Certified/Authorized Service repair facility. All parts shall be supplied by an authorized Detroit Diesel parts distributor. Vendors may submit bids for one or both types of contracts requested.

2.2 TERM AND RENEWAL

The term of the contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The supplier agrees that the Orange County Fire Authority shall have the right, at its sole option, to renew the contract for up to four (4) additional one-year periods or portions thereof. In the event that OCFA exercise such rights, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

2.3 SCOPE OF WORK

The successful bidders will provide parts and maintenance/repair services as requested by the OCFA Fleet Services Department. Vendor to furnish all labor, materials, equipment, and supervision necessary to provide Detroit diesel engine parts and/or services as required by OCFA Fleet Services.

Detroit Diesel Engines currently in service in OCFA's Fleet include, but are not limited to:

- 1. 6V 92
- 2. 8.2
- 3. 8V 71
- 4. 8V 92
- 5. Series 60

This scope of work outlines general features and basic minimum requirements for providing parts and services for OCFA equipment. This is a general guide, and is not intended to be an all-inclusive list of all work necessary for completing the project scope.

2.4 MINIMUM QUALIFICATIONS

A contract will be awarded to the lowest responsible and responsive bidders considering price, technical experience, references, and parts and labor cost, distance from OCFA, and overall responsiveness of the bid. Bidders must demonstrate that they have the resources, capacity and capability to provide the materials and services described herein. All bidders shall submit documentation with their bid indicating compliance with the minimum qualifications. Failure to include any of the required documentation may be cause for proposal to be deemed non-responsive and be rejected.

2.5 QUALITY OF WORK

Repair work must be of an acceptable level in terms of cost, time, and workmanship. Failure to perform repairs properly, as determined by Fleet Services will be considered grounds for terminating this agreement.

2.6 GENERAL REQUIREMENTS

- The bidder's facility shall be a clean and safe working environment. It shall comply with all Federal, State, and Local regulations.
- All items provided under this agreement shall comply with all applicable, Federal, State, and Local regulations including State of California Motor Vehicle Code, if applicable.
- Authorized representatives of the Orange County Fire Authority shall be permitted to inspect he
 bidder's facility prior to award of this bid. After the award of the bid, authorized representatives of
 the OCFA shall be permitted to inspect the bidder's facility on a periodic basis. More frequent
 inspections shall be permitted if problems develop and remain unresolved. Persistent and/or
 unresolved performance or other issues may be ground for termination of this agreement.

2.7 SERVICE CONTRACT REQUIREMENTS

- Vendor must be an authorized Detroit Diesel repair and service facility with the ability to warranty, repair and service Detroit Diesel Equipment. Vendor will be required to provide proof that they are an authorized facility.
- For the duration of the contract, Vendor must have current insurance meeting OCFA's standard insurance requirements.
- Due to logistics and equipment turnaround time, Vendor shop location must be located within a forty (40) mile radius of OCFA Headquarters: 1 Fire Authority Road, Irvine, CA 92602.
- Vendor shop location must be secured.
- Vendor to provide pick-up and delivery of vehicles/equipment in need of parts and/or repair.
- Vendor will perform all work in accordance with generally accepted industry practice for safe and efficient operation.
- Service shall be to manufacturer's latest specifications (E.P.A and C.A.R.B standards) using new and unused genuine Detroit Diesel and/or genuine Reliabuilt Detroit Diesel rebuilt parts.
- All repair work must be performed by factory trained technicians.
- Prior to the commencement of any work or repairs on OCFA equipment, vendor shall provide a written estimate to the OCFA for the requested or recommended repairs. This estimate should include the estimated number of hours, hourly rate, estimated materials costs, and projected completion date. Approval from an authorized representative of the OCFA must be given prior to work being performed and shall be based on the provided estimated cost. If additional work is required, approval from the OCFA must be obtained prior to work being completed. The OCFA will not be responsible for the costs associated with any unauthorized repairs.
- All work shall be inspected by a representative of the OCFA for proper completion and correction
 of the reported concerns. If it is determined that the concerns were not properly addressed or the
 quality of work is unacceptable, the vendor shall, at their expense, make the necessary
 corrections.
- All work is subject to the inspection and approval of the OCFA Fleet Manager or a designated representative prior to acceptance and approval for payment.
- Vendor will provide new and original equipment manufacturer parts/components. Rebuilt, remanufactured or other deviations or substitutions will not be allowed without advance written or verbal approval by OCFA Fleet Services department.

- Vendor will provide all parts at a discounted rate. Quotations that include parts prices higher than the agreed upon discounted price shall be rejected. If the vendor offers the public any special pricing that is lower than the bid price, the vendor must provide the lower price to OCFA.
- Vendor will not subcontract repairs to other service providers without consent from OCFA.
- Vendor will comply with all policies, guidelines, rules, and regulations administered by the following agencies:
 - Air Quality Management district (AQMD)
 - Bureau of Automotive Repair (BAR)
 - Environmental Protection Agency (EPA) State and Federal
 - o Occupational Safety and Health (OSHA) State and Federal
- And other agencies that regulate:
 - Automotive repair
 - Discharge into sanitary and storm sewers
 - Hazardous materials and waste

2.8 PARTS CONTRACT REQUIREMENTS

- All items provided under this agreement shall be original equipment manufacturer (OEM) Detroit
 Diesel line of replacement parts. Vendor must be an authorized Detroit Diesel parts
 distributor/reseller.
- Vendor must have the ability to deliver parts in stock within 2-4 business days after receipt of order.
- Vendor to provide the option for filling will-call orders for parts in stock, within two hours of order placement.
- The vendor will provide new and original equipment manufacturer parts/components. Rebuilt, remanufactured, or other deviation or substitutions will not be allowed without the advance written or verbal approval by the OCFA Fleet Services department.
- Vendor will provide all parts at a discounted rate. Quotations that include parts prices higher than
 the agreed upon discounted price shall be rejected. If the vendor offers the public any special
 pricing that is lower than the bid price, the vendor must provide the lower price to OCFA.
- The successful bidder agrees to accept the return of unused and undamaged items purchased through this agreement at 100% of the contract price.

2.9 WARRANTY

All repaired/rebuilt parts shall be warranted to be free from defects for one (1) year beginning on the date of installation or acceptance, except as specified below. Contractor shall submit their written standard limited warranty guarantee(s) for OCFA review upon request.

- The warranty shall start from the date the equipment is returned to service after the product is installed.
- Any supplier or manufacturer's standard limited warranty coverage greater than that specified above must also be extended to OCFA.

SECTION 3: INSTRUCTIONS TO BIDDERS

3.1 AMENDMENT OF INVITATION FOR BID

Notification via email will be sent to vendors listed as "Prospective Bidders" in the event that a Q&A set or amendment to the IFB is released. The bidder shall acknowledge receipt of an amendment to this Invitation for Bid through the PlanetBids website. Bids submitted prior to the release of an amendment will automatically be invalidated by the electronic bidding system. Bidders with invalidated submittals must then re-enter the PlanetBids website to acknowledge the amendment in order to have his or her bid rendered valid.

3.2 DISPUTES RELATING TO THIS INVITATION FOR BID

In the event a dispute arises concerning any aspect of this bid, including item specification and/or process, prior to the award of the contract, the party bringing the dispute shall submit a written request for resolution to the Purchasing Department prior to the IFB's due date and time.

In the event a dispute arises regarding this IFB's Recommendation for Award or Denial of Award, the party bringing the dispute must do so in accordance with OCFA's **Purchasing Ordinance, Article IX. Legal and Contractual Remedies**, which can be found online under "Doing Business with OCFA" at **www.ocfa.org**.

3.3 BID CERTIFICATION

By signature on the Bid Response Form, bidder certifies:

- The Bidder has thoroughly examined and become familiar with the requirements of this IFB;
- Clear understanding of the rules as defined in this IFB and compliance with all terms and conditions specified herein;
- The Bidder is an authorized and/or certified retailer of the specified items;
- The submission of the bid did not involve collusion or other anti-competitive practices;
- The bid is compliant with all state and federal laws;
- The Bidder shall not discriminate against any employee or applicant for employment in violation of Federal or State law:
- The Bidder 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;
- That the individual signing the submittal is an authorized agent for the Bidder and has the authority to legally bind the Bidder to the Contract;
- That its principal and 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.

3.4 CONTRACT

A response to this IFB is an offer to contract with OCFA based upon the terms, conditions, and specifications contained within this document. Submission of a bid confers on the bidder no right to an award or to a subsequent contract. No binding contract will exist between the bidder and the OCFA unless and until the OCFA executes a written contract or purchase order.

3.5 ACCEPTANCE PERIOD

Unless otherwise specified herein, bids are firm for a period of 180 days.

3.6 CRITERIA FOR EVALUATION AND AWARD

The OCFA evaluates three categories of information: responsiveness, responsibility, and price. All bids must meet the following responsiveness and responsibility criteria:

- a) <u>RESPONSIVENESS</u>: OCFA will determine whether the bid complies with the instructions for submitting bids including completeness of bid which encompasses and the inclusion of all required attachments and submissions. The OCFA must reject any bids that are submitted late. Failure to meet the specifications, product availability, or other requirements may result in rejection.
- b) <u>RESPONSIBILITY</u>: OCFA will determine whether the bidder is one with whom it can or should do business. Factors that OCFA may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced bids, past performance, references (including those found outside the bid), compliance with applicable laws including tax laws, business standing, bidder's record of performance and integrity e.g. has the bidder been delinquent or unfaithful to any contract with OCFA, whether the bidder is qualified legally to contract with the OCFA, financial stability and the perceived ability to perform completely as specified. A bidder must at all times have financial resources sufficient, in the opinion of the OCFA, to ensure performance of the contract and must provide proof upon request. OCFA staff may also use Dun & Bradstreet and/or any generally available industry information. The OCFA reserves the right to inspect and review bidder's facilities, equipment and personnel and those of any identified subcontractors. The OCFA will determine whether any failure to supply information, or the quality of the information, will result in rejection.
- c) <u>PRICE</u>: We will then evaluate the bids that have met the requirements above for price, quality of product, life cycle cost, maintenance, and warranty.

3.7 GROUNDS FOR DISQUALIFICATION

OCFA may disqualify a submittal for any of the following reasons:

- Contact regarding this procurement is made with any OCFA employee other than those in the Purchasing Department from the time of issuance until the end of the dispute period;
- Evidence of collusion, directly or indirectly, among bidders regarding the amount, terms, or conditions of this solicitation is found;
- Evidence of submitting incorrect information in the response to this solicitation or misrepresenting or failing to disclose material facts during the award process is found;
- Submittal of additional terms, conditions, or agreements with the bid document;
- Offering of gifts or souvenirs, even of minimal value, to OCFA officers or employees;
- The existence of any lawsuit, unresolved contractual claim or dispute between the Bidder and OCFA;
- Evidence of the Bidder's inability to successfully complete the responsibilities and obligations of the bid is found.
- Bidder's default under any OCFA agreement resulting in the termination of such agreement.

3.8 PUBLIC RECORD

All bids submitted in response to this IFB shall become the property of OCFA and shall become a matter of public record available for review subsequent to the contract award.

3.9 CAMPAIGN CONTRIBUTIONS DISCLOSURE

If the Bidder, or lobbyists or agents representing the Bidder, made campaign contributions greater than \$250 aggregate over a period of the last 12 months to any members of the Orange County Fire Authority's

Solicitation No. JA2224 Detroit Diesel Engines: Parts and Repair Services

Board of Directors, submittal of the Party or Participant Disclosure Forms available under the "Bid Documents" tab of the PlanetBids website may be required.

3.10 RESERVATIONS (RIGHTS RESERVED TO OCFA)

OCFA reserves the right to reject any or all bids or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible bids; to reject unbalanced bids; to reject bids where the terms, prices, and/or awards are conditioned upon another event; to reject individual bids for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to investigate the qualifications of any bidder under consideration; to modify or amend this IFB in writing; to waive minor irregularities, defects, omissions, technicalities or form errors in any bid. Waiver of one irregularity does not constitute waiver of any other irregularity. OCFA may seek clarification of the bid from the bidder at any time, and failure to respond is cause for rejection. OCFA is required to make an award that is in the best interest of the OCFA. All decisions on compliance, evaluation, terms and conditions shall be made solely at the OCFA's discretion and made to favor the OCFA.

SECTION 4: TERMS, AND CONDITIONS

TERMS AND CONDITIONS

ACCEPTANCE

Acceptance shall be at the destination point and will be made by an authorized employee or representative of OCFA. Until delivery and acceptance, risk of loss is the bidder's responsibility.

ASSIGNMENT

Bidder shall not assign nor delegate duties or responsibilities under this agreement, in whole or in part, without prior written approval of 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 Firm hereunder.

COMPLIANCE OR DEVIATION TO SCOPE OF WORK/SERVICES

Bidder 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 bidder's response. Bidder may submit an attachment entitled "Exceptions to Specifications", which must be signed by bidder's authorized representative. An explanation must be made for each item for which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Submittals failing to comply with this requirement will be considered non-responsive.

CONFLICTING TERMS

The terms and conditions contained herein constitute the entire agreement between both parties and supersede all previous communications, whether oral or written. The terms and conditions of this agreement shall prevail over any conflicting, additional, or other terms and conditions appearing in writing or acknowledgement by the bidder. No change to this agreement shall be valid, unless made in writing and signed by both parties.

CONTRACT CONDITIONS

Upon acceptance of a submittal, OCFA will purchase goods and/or services as described herein for prices set forth by the bidder and in accordance with OCFA specifications.

CONTRACT INCORPORATION

This contract embodies the entire contract between the OCFA and the bidder. 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 solicitation, all addenda, all of bidder's successful submittal, supplemental agreements, change orders, and any and all written agreements which alter, amend or extend the contract. Bidder's signed proposal and the OCFA's written acceptance shall constitute a binding contract.

COST OF SUBMITTAL

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 bid. All costs associated with the preparation or submittal of bids covered by this IFB, are solely the responsibility of the bidders.

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 bidder, the bidder 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.

INSURANCE

Successful vendor will be required to furnish the following minimum insurance requirements and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement naming Orange County Fire Authority as an additional insured.

Successful vendor will be required to furnish the following minimum insurance requirements: A) Worker's Compensation Insurance with limits of \$1,000,000; B) Bodily Injury and Property Damage Liability combined single limits of \$1,000,000, with the OCFA listed as additional insured on a separate endorsement; C) Automobile Liability including owned, hired, and non-owned vehicles with limits of \$1,000,000; D) Garage liability with limits of \$1,000,000; and E) Garage Keeper's Liability with limits of \$500,000.

INDEMNIFICATION

Successful bidder shall defend, indemnify, protect and hold harmless OCFA, its officers, employees, and agents from and against all claims for damages, liability, and expenses (including attorney's fees) arising out of any award made and/or bidder's performance hereunder; except as to such damages, liability, and expenses due to the sole negligence of OCFA, its officers, employees, or agents.

LAWS – ADHERENCE TO ALL LOCAL, STATE, AND FEDERAL LAWS AND REQUIREMENTS

The bidder 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 THIS 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.

LOCATION AND DELIVERY

The Vendor agrees to make deliveries to the OCFA location only upon receipt of a signed and approved purchase order issued by OCFA. Deliveries made without such documentation shall be at the Vendor's risk. The Vendor will be responsible for all costs associated with shipping and delivery. All items delivered shall be Freight On Board (F.O.B.) Destination, full freight prepaid except for special or expedited orders. In the event of special or expedited where incremental transportation or shipping fees are incurred by the Vendor, those incremental freight charges shall be added as a separate line item to the invoice submitted. The Vendor shall authorize immediate replacement of any item that has been damaged in transit.

Solicitation No. JA2224 Detroit Diesel Engines: Parts and Repair Services

PAYMENT TERMS

Subsequent to receipt of goods, the Vendor must submit an invoice for payment. Invoices should be sent by electronic mail to:

Orange County Fire Authority, Accounts Payable ap@ocfa.org

Invoices shall include the Purchase Order number, description of the goods/services provided, and price. Payment shall be made within 30 days after receipt of invoice. Invoices are to be submitted in arrears for goods provided. Any "prompt payment discounts" may be taken by OCFA if possible. Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date OCFA's warrant is mailed.

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.

STANDARD TERMS AND CONDITIONS

In addition to the terms and conditions of the IFB, the standard terms and conditions listed on the back of the Purchase Order shall also apply to this contract.

TAX

OCFA is exempt from Federal Excise Tax (FET).

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

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 bidder, except as may be otherwise specifically provided by the contract documents.

Detroit Diesel Engines: Parts and/or Repair Services (JA2224), bidding on October 12, 2017 11:00 AM (Pacific)

Printed 10/16/2017

0 Parts Line Items#1-28

Bid Results

Bidder Details

Vendor Name Valley Power Systems, Inc. Address 425 S. Hacienda Blvd.

City of Industry, CA 91745

United States

Respondee Mark Pham Respondee Title Parts Manager Phone 951-360-4605 Ext.

Email mark.pham@valleypsi.com

Vendor Type

Bid Detail

Bid Format Electronic

Submitted October 11, 2017 2:26:52 PM (Pacific)

Delivery Method Bid Responsive

Bid Status Submitted Confirmation # 118434 Ranking 0

Respondee Comment

Buyer Comment

Attachments

File Title File Name File Type Signed Submittal Documents JA2224-Submittal Documents MLee Signed.pdf **Bid Submittal Documents** General Attachment

Estimates & Parts Card Details Estimates_1999 KME_2007 EONE_2009 KME.pdf

0

Line Items

Discount Terms no discount Type Item Code UOM Qty **Unit Price** Line Total **Discount Comment**

Bidder's Submittal Document

Bidder's Submittal Document Provided? (Yes/No) in comments.

\$28,383.1000 Question Subtotal 0 0 **Total** 0 0

0

ATTACHMENT A – BID CERTIFICATION

COMPANY INFORMATION						
Company Name:	Valley Power Systems, Inc	с.				
Business Address:	siness Address: 425 South Hacienda Blvd., City of Industry, CA. 91745					
Vendor Contact Name:	Steve Knox Title: Service Manage			ger		
Phone Number:	951-681-9283	Email: Steve.Knox@Va		alleyPSI.com		
Hours of Operation:	6am - 6:30pm M-F	Number of Years in Business:		Years in Business:	68	
Number of Employees:	135	Number of Service Technicians:			58	

BID SUBMITTAL

Bid submitted in response to contract for (check all that apply):

- ☑ Contract for as-needed repair/maintenance services for Detroit Diesel engines
- ☐ Contract for as-needed purchase of Detroit Brand Equipment Manufacturer (OEM) or OEM refurbished parts

BIDDER'S ACKNOWLEDGEMENT OF UNDERSTANDING OF THE OCFA TERMS AND CONDITIONS

The OCFA standard terms and conditions are provided within the IFB. Authorized signature verifies that Bidder has read, understands, and agrees to these conditions.

INDEPENDENT PRICE DETERMINATION

Authorized signature below certifies that this bid is made without prior understanding, arrangement, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion of fraud; that no arrangements or agreements have been entered into with any OCFA public officer; acknowledges understanding that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards; indicates agreement to abide by all conditions of this bid, and certifies that the individual signing is authorized to sign this bid for the Bidder/Supplier.

REPRESENTATIONS MADE UNDER PENALTY OF PERJURY

The representations herein are made under penalty of perjury. We hereby offer to provide OCFA with the requested services at the prices submitted and under the terms and conditions stated within the RFQ Document and Professional Services Agreement, attached, or incorporated by reference.

Signature of Authorized Representative:	
Printed Name of Authorized Representative:	Michael Lee
Title of Authorized Representative:	President
Telephone Number:	626-333-1243
Date:	October 11, 2017

om W-9

(Rev. December 2014)
Department of the Treasury

Request for Taxpayer Identification Number and Certification

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

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		R SYSTEMS, INC.			-			-	_	_	_	-		
ς.	2 Business name/o	isregarded entity name, if different from above												
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ATTACHMENT B – QUESTIONNAIRE

Please provide detailed and specific answers for questions that require an explanation. Use additional pages as necessary.

SERVI	CE	CO	NTR	Δ	CT	

1.	The awarded contractor shall be an authorized Detroit Diesel repair and service facility with the ability to warranty, repair and service Detroit Diesel Equipment? Please state "YES" or "NO" and provide details.
	Yes. Valley Power Systems, Inc. is an authorized Detroit Diesel Distributor with the ability to
	warranty, repair and service Detroit Diesel Equipment.
2.	Vendor's facility is located within 40 miles of the Orange County Fire Authority Headquarters, located at 1 Fire Authority Road, Irvine, CA 92602. Please state "YES" or "NO". State the address of the repair facility.
	Yes. 11300 Inland Ave., Mira Loma, CA. 91752
3.	Please describe the process for initiating repair/maintenance services? Include information on how the vendor may be notified (email, phone, fax, online website, etc.) and who to contact.
	DECISIV estimate system will be utilized to correspond via email.
4.	What standards or guidelines are used in repairing Detroit Diesel equipment? Valley Power Systems, Inc. is a Detroit Diesel Dealer with factory trained technicians.
5.	How are estimates calculated? Please describe: Estimates are calculated in DECISIV using Operations with Labor Time Guides.

6. Please describe the process for diagnosis and completion of repair: how do you verify repairs have been completed and that the vehicle is ready for duty? Units are diganosed and repaired by factory trained technicians. Units are road tested, dynoed and QC'd to ensure units are ready for duty. 7. Please describe the storage location and procedure when vehicles are kept overnight? Units are stored in a locked and alarmed yard and building. Please describe your warranty terms for repair/maintenance service including parts used for repairs? Warranty is 1 year parts and labor for parts replaced. Please describe your pick-up and delivery terms and services. Is there a cost for this service? If so, please provide details. Pick-up and delivery is \$0.00. Only towing is an additional charge. **PARTS CONTRACT:** 10. The ability to deliver "in-stock" parts within 2-4 business days at no freight cost to the OCFA is requested. Please state whether or not you comply. Please note any exceptions. We can comply.

Submittal Documer	ts Solicitation No. JA2224 – Detroit Diesel Engines: Parts and Repair Services
	delivery lead time for out of stock, special order or infrequently used parts and accessories not d in the Orange County area that are available only from the factory?
The delivery l	ead-time for out of stock, special order parts and accessories is 2-3 days from the
Reno, NV. Pa	rts Distribution Center or 7-10 days from the Factory in Canton, OH.
•	pany provide the option for filling will-call orders for parts in stock? Please state the lead time ement. Please state the location of the will-call facility.
Yes, parts in-st	ock can be will-call at Valley Power Systems, Inc. 11300 Inland Ave., Mira Loma, CA. 91752
vendor may be	the process for placing an order for the purchase of parts? Include information on how the notified (email, phone, fax, online website, etc.) and who to contact.
OCFA may ca	l into the Mira Loma Parts Call Center at 951-360-4640.
Orders can als	o be emailed to VPSICallCenter@ValleyPSI.com
14. Please describe12 month part	your warranty terms for the purchase of parts?
12 monui part	, waituity.

ATTACHMENT C - REFERENCES

Describe fully at least three contracts performed by your firm that demonstrate your ability to provide the services included with the scope of the specifications. 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	Orange County Public Works
Contact Individual & Title	Francisco Avalos - Supervising Equipment Mechanic
E-mail/Telephone number	francisco.avalos@ocpw.ocgov.com / 714-955-0289
Date of Project & Description of services provided including contract amount	10/02/2013 through 10/01/2018 Detroit and Mercedes Benz Diesel Engines, And Allison Transmission Services. \$450,000.00
Customer Agency Name	Prime Global Solution
Contact Individual & Title	Frank Menjivar
E-mail/Telephone number	frank.menjivar@pgs360.com
Date of Project & Description of services provided including contract amount	06/01/2017 - Current P.M. Plus Maintenance Contract \$30,000.00
Customer Agency Name	Santa Monica Big Blue Bus
Contact Individual & Title	Getty Modica
E-mail/Telephone number	310-458-1975 ext. 5009
Date of Project & Description of services provided including contract amount	September 25, 2017 Provide In-Fram/Complete Engine Overhaul Services: Fire Dept. Apparatus equipped w/ Detroit Diesel Engines. \$175,000.00
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	

ATTACHMENT D – PRICING PAGE

PRICING – Successful bidder to furnish all labor, materials, equipment, supervision, handling and transportation charges, and all charges incidental to the requested services. The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided. This section shall include the proposed costs to provide the services as described in scope of work. The OCFA reserves the right to award multiple contracts, therefore separate contracts may be awarded, if it is deemed to be in the best interest of the OCFA.

ESTIMATED QUANTITIES NOT GUARANTEED - The estimated quantities specified herein are not a guarantee of actual quantities, as the OCFA does not guarantee any particular quantity of parts or services during the term of this contract. The quantities may vary depending upon the actual needs of the Department.

PARTS CONTRACT PRICING

- Unit Price: include everything but sales tax
- **Delivery Costs:** include delivery costs in unit price. Bid price must be the delivered price per item
- Sales Tax: do not include sales tax in the unit price. OCFA will add the appropriate sales tax to each order.

Line Item #	DESCRIPTION	P/N	U/M	QTY	Unit Price	Total
1	BOLT ASSY	23522281	Each	80	\$ 6.29	\$ 503.20
2	KIT, FILTER, 4" SUMP	29558118	Each	12	\$ 52.60	\$ 631.20
3	NUMATIC CONTROL V	R23536834	Each	7	\$ 378.08	\$ 2646.56
4	EGR PRESSURE SENSOR	23531964	Each	7	\$ 87.32	\$ 611.24
5	VALVE COVER GASKET	23511991	Each	10	\$ 28.01	\$ 280.10
6	HOSE	5107607	Each	9	\$ 12.45	\$ 112.05
7	SPEED SENSOR ASSY	23013334	Each	4	\$ 128.88	\$ 515.52
8	HOSE	23533441	Each	4	\$ 10.89	\$ 43.56
9	VALVE COVER GASKET	23539103	Each	8	\$ 39.59	\$ 316.72
10	POSITION SENSOR	23527339	Each	5	\$ 19.17	\$ 95.85
11	THERMOSTAT KIT	23532436	Each	6	\$ 32.11	\$ 192.66
12	THERMOSTAT KIT	23533492	Each	2	\$ 22.95	\$ 45.96
13	SENSOR ASSEMBLY	29544139	Each	4	\$ 76.56	\$ 306.24
14	EGR VALVE	R23538932	Each	4	\$ 278.42	\$1113.68
15	EGR VALVE	R23539301	Each	6	\$853.05	\$ 5118.30
16	POSITION SENSOR	23527338	Each	3	\$ 20.73	\$ 62.19
17	TURBO BOOST SENSOR	23527829	Each	2	\$ 50.75	\$ 101.50
18	TEMPERATURE SENSOR	23527830	Each	2	\$ 13.36	\$ 26.72
19	TENSIONER	23530583	Each	3	\$ 163.14	\$ 489.42
20	SENSOR ASM-SPEED	29543435	Each	2	\$ 74.73	\$ 149.46
21	TURBOCHARGER	E23539571	Each	3	\$ 3596.44	\$ 10,789.32
22	TURBOCHARGER CORE CHG	E23539571	Each	3	\$ 625.00	\$ 1875.00
23	A/THROT INT	EA4600900065	Each	4	\$ 130.71	\$ 522.84

Solicitation No. JA2224 – Detroit Diesel Engines: Parts and Repair Services

Submittal Documents

Line Item #	DESCRIPTION	P/N	U/M	QTY	Unit Price		Total
24	A/THROT INT CORE CHG	EA4600900065	Each	4	\$ 62.	50	\$ 250.00
25	HARN SENSOR	23537067	Each	4	\$ 50.99		\$ 203.96
26	SENSOR	23527831	Each	3	\$ 10.04		\$ 30.12
27	HARNESS ASM	23539095	Each	3	\$ 307.48		\$ 922.44
28	HARNESS	23539314	Each	3	\$142.43		\$ 427.29
	TOTAL AMOUNT \$ 28,383.10						

Provide details on the pricing structure that will be offered to OCFA for parts/supplies not specifically listed above, (for example Discount % off MSRP). Supplier shall furnish upon request a copy of price list:

220/	. cc	1 40	חח
23%	OII	MS.	KP.

SERVICE RATES PRICING

Labor Type	Hourly Rate
1. Diagnosis Hourly Labor Rate	93.00
2. Standard Repair Hourly Rate – Shop	93.00
3. Standard Repair Hourly Rate – Field	110.00
4. Overtime Hourly Rate – Shop	139.00
5. Overtime Hourly Rate – Field	165.00
6. Weekends/Holidays Labor Rate – Shop	186.00
7. Weekends/Holidays Labor Rate – Field	220.00

PARTS PRICING FOR SERVICE/REPAIRS

Provide details on the pricing structure that will be offered to OCFA for parts needed as part of a repair/service (for example Discount % off MSRP or Cost Plus ___ %). Supplier shall furnish upon request a copy of price list. 23% off MSRP.

PICK-UP AND DELIVERY FEES

Description	Price
1. Round Trip Pick-up and Delivery of Vehicle/Equipment, if applicable	\$ 0

ADDITIONAL PRICING COSTS TO BE CONSIDERED

Towing will be added cost if used.

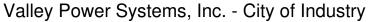
Submittal Documents

The following scenarios provide an example of some repairs that may be requested. For evaluation purposes, Bidders are requested to provide estimates based on the scenarios listed below. **Include all OEM parts, part numbers, and their individual costs, labor hours and rate for each task, and total cost to complete repair.**

Parts and Labor Scenarios All pricing will include parts, fluids, labor, tools, materials, and incidentals necessary to complete the work (adhesives, cleaners, sealants, electrical connectors, wire, fasteners, rages, etc.)	(A) Parts Cost: Include all Part Numbers and Individual Unit Prices	(B) Estimated # of Hours to Complete	(C) Hourly Labor Rate	Total Cost to Complete Repair = A + (B x C)
1999 KME Detroit Series 60 Engine model #06R0515474				
1. Set of New Injectors Replacement	****SEE A	TTACHE	D ESTIMA	ATE****
2. Reman. Cylinder Head Replacement				
3. Reman. Turbo Replacement				
4. Reman. ECM Replace and Reprogram				
5. Reman. Water Pump Replacement				
6. In Frame Engine only (not including: Head, Turbo, or Injectors)				
2007 E-One Detroit Series 60 Engine model #06R0952924				
1. Set of New Injectors Replacement	**** SEE	ATTACH.	ED ESTIM	IATE****
2. Reman. Cylinder Head Replacement				
3. Reman. Turbo Replacement				
4. Reman. ECM Replace and Reprogram				
5. Reman. Water Pump Replacement				
6. In Frame Engine only (not including: Head, Turbo, or Injectors)				
7. New V-pod Replacement				

Parts and Labor Scenarios All pricing will include parts, fluids, labor, tools, materials, and incidentals necessary to complete the work (adhesives, cleaners, sealants, electrical connectors, wire, fasteners, rages, etc.)	(A) Parts Cost: Include all Part Numbers and Individual Unit Prices	(B) Estimated # of Hours to Complete	(C) Hourly Labor Rate	Total Cost to Complete Repair = A + (B x C)
8. New Delta Pee Sensor Replacement and Clean Tubes				
9. New EGR valve and Reman. EGR Cooler Replacement				
2009 KME Detroit Series 60 Engine model #06R1024897				
1. Set of New Injectors Replacement	****SEE A	TTACHE!	<mark>D ESTIM</mark>	TE****
2. Reman. Cylinder Head Replacement				
3. Reman. Turbo Replacement				
4. Reman. ECM Replace and Reprogram				
5. Reman. Water Pump Replacement				
6. In Frame Engine only (not including: Head, Turbo, or Injectors)				
7. New Intake Throttle Valve Replacement				
8. New EGR Valve and Reman. EGR Cooler Replacement				
9. New DPF Filter (Muffler) Replacement				
10. Clean existing DPF Filter (Muffler) and Replace				
11. New DPF Dozer Injector Replacement				
12. New DPF Sensor				

NOT POSTED TO FLEET UPDATED: 10/10/17 01:15 pm PDT



BAR# ARD133217 EPA# CAR000058776 425 S. Hacienda Blvd. City of Industry, California 91745

Phone: (626) 333-1243 - Fax: (626) 369-7096

Valley

AND THE VALLEY POWER SYST

AND THE VALLEY POWER SYST



Service Writer: Burgos, Luis - Case Date: 10/10/17 12:27 pm PDT

Orange Co Fire	Unit #:			
Address: 1 FIRE AUTHORITY RD	Asset:	1999 Unknown Unknown	Miles:	回数检验回
IRVINE, CA 92602	Serial #:	R0515474		750000000
Phone:	VIN:	1999KME06R0515474		23 2747366
Fax:	Engine:	Unknown		
Cust #: 044285	Engine Hou	rs: 0		R0515474

Complaint:

1999 KME DETROIT DIESEL SERIES 60 SERIAL: 06R0515474 MODEL: 6067MK45

ltem	Operation	Labor	Parts	Total
1	SET OF INJECTORS Parts: (6.0) EUI INJ S60 - NEW	\$744.00	\$3,344.40	\$4,088.40
2	CYLINDER HEAD REPLACEMENT(REMAN) Parts: (1.0) CYL HD ASSY - (HWMA), (1.0) GASKET, (1.0) MHD GSKT KIT, (2.0) NON-CHLORINATED LOW VOC, (3.0) 1GAL 1300S, (38.0) BOLT P	\$1,860.00	\$2,410.59	\$4,270.59
3	TURBO REPLACEMENT(REMAN) Parts: (1.0) GASKET, (1.0) TURBO ASM, (4.0) NUT, (4.0) STUD EXH, (4.0) WASHER	\$372.00	\$1,426.35	\$1,798.35
4	ECM REPLACEMENT & PROGRAMING(REMAN) Parts: (1.0) ECM DDECIV, (1.0) PROGRAMING	\$186.00	\$1,806.48	\$1,992.48
5	WATER PUMP REPLACEMENT (REMAN) Parts: (1.0) W/PUMP	\$465.00	\$339.14	\$804.14
6	IN FRAME ENGINE ONLY(NOT INCLUDING HEAD, TURBO, OR INJECTORS) Parts: (1.0) Basic Overhaul Kit (, (1.0) ELBOW ASSY, (1.0) ELEMENT-FUEL FILTER, (1.0) ELEMENT-FUEL FILTER, (1.0) GASKET, (1.0) GASKET, (1.0) L/END BRG KT, (1.0) LW LUBRICATING OIL, (1.0) RKR ARM CER, (1.0) RTV 85GRAM, (1.0) SEALERTHREAD, (1.0) THREADLOCK 10, (1.0) VALVE ASSY, (1.0) WHITE LITHIUM GREASE, (10.0) 1GAL 1300S, (2.0) ELEMENT-OIL FILTER, (5.0) NON-CHLORINATED LOW VOC, (6.0) PWRCOOL **DS** CONCTRAT	\$4,929.00	\$5,192.52	\$10,121.52

Dealer: Valley Power Systems, Inc. - City of Industry - Fleet: Orange Co Fire - Unit: n/a - Asset: 1999 Unknown Unknown - S/N: R0515474

Parts: \$14,519.48

Labor: \$8,556.00

Haz. Waste: \$40.00

Shop: \$435.58 **Freight:** \$0.00

Tax: \$1.379.35

Travel Charges: \$0.00

TOTAL: \$24,930.41

WARRANTY INFORMATION: WARRANTY ON NEW ENGINES, NEW TRANSMISSIONS, NEW AND REBUILT PARTS, reliabilit ENGINES, reliabilit ASSEMBLIES, reliabilit PARTS AND UTEX PARTS IS LIMITED TO THE MANUFACTURER'S WARRANTY. SHOP LIABILITY SHALL BE LIMITED TO THE CORRECTION OF THE REPAIRS PERFORMED WHEN VALLEY POWER SYSTEMS, Inc. or any of its subsidiaries (herein to refer to as "VALLEY") EXAMINATION SHALL DISCLOSE FAULTY WORKMANSHIP UNDER NORMAL USE WITHIN 180 DAYS FROM THE DATE OF DELIVERY. VALLEY 'S SOLE OBLIGATION UNDER THIS WARRANTY IS TO REPAIR, AT ITS PLACE OF BUSINESS OR, AT ITS OPTION EXCHANGE ANY SUCH GOODS OR SERVICES WHICH ARE FOUND BY VALLEY TO BE DEFECTIVE IN WORKMANSHIP OR MATERIAL, FOR reliabilit assemblies. THIS IS LIMITED TO REPAIRS OR REPLACEMENT OF THE FAILED reliabilit COMPONENTS ONLY. THE FOREGOING SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR ANY SUCH DEFECT, WHETHER IN CONTRACT, TORT, WARRANTY OR OTHERWISE, IN NO EVENT SHALL VALLEY BE LIABLE FOR ANY INDIRECT, SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGE, INCLUDING TOWING OR DOWN TIME IN CONNECTION WITH, OR ARISING OUT OF THE SALE OF GOODS OR FURNISHINGS SERVICES. THESE WARRANTIES ARE ONLY APPLICABLE WARRANTY AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES EXPRESSED OR IMPLIED. INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS OTHERWISE EXPRESSLY SPECIFIED HEREIN.

CUSTOMER RESPONSIBILITY FOR NON-WARRANTY REPAIRS: IN SOME INSTANCES, CERTAIN OF THE REPAIRS REQUESTED BY YOU MAY HAVE THE POSSIBILITY OF BEING COVERED BY A MANUFACTURER'S WARRANTY, IN SUCH INSTANCES, VALLEY MAY, AS AN ACCOMMODATION TO YOU, FILE WARRANTY CLAIM ON YOUR BEHALF AND DEFER BILLING YOU UNTIL THE MANUFACTURER HAS RESPONDED TO THE WARRANTY CLAIM. HOWEVER, ANY AMOUNTS NOT PAID BY SAID MANUFACTURER WILL BE BILLED TO YOU AND WILL BE DUE UPON RECEIPT OF INVOICE.

I HEREBY AUTHORIZE THE ABOVE REPAIR WORK TO BE DONE ALONG WITH INSTALLATION OF THE NECESSARY MATERIAL, AND HEREBY GRANT VALLEY AND/OR ITS EMPLOYEES PERMISSION TO OPERATE THE VEHICLE OR PRODUCT HEREIN DESCRIBED ON STREETS, HIGHWAYS OR ELSEWHERE FOR THE PURPOSE OF TESTING AND/OR INSPECTION. AN EXPRESS LEAN IS HEREBY ACKNOWLEDGED ON THE VEHICLE OR PRODUCT TO SECURE THE AMOUNT OF THE REPAIRS THERETO. I ALSO ACKNOWLEDGED THAT THE REPAIRER IS NOT RESPONSIBLE FOR LOSS OR DAMAGE TO ARTICLES LEFT WITH VEHICLE OR PRODUCT IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND ITS CONTROL, AND IT'S NOT RESPONSIBLE FOR MATERIAL UNCLAIMED AFTER 30 DAYS. I ALSO ACKNOWLEDGE AND ACCEPT THE TERMS OF THE WARRANTY INFORMATION SHOWN ABOVE.

DATE:	SIGNED:X	
DAIF.	PIGINED.X	

Case #2492282 Parts Card

Customer: Orange Co Fire **Date:** 10/10/2017

Asset: 1999 Unknown Unknown Unknown Repair Status: none...

Serial No: R0515474 ETR: None

Tag #: Wty Start:
Unit No: Repair Order:
Miles: Purchase Order:

None R0515474

Build:

Engine:UnknownE. Serial:E. Model:Trans:T. Serial:T. Model:

Complaint: 1999 KME DETROIT DIESEL SERIES 60 SERIAL: 06R0515474 MODEL: 6067MK45

Cause:

SET OF INJECTORS

Qty	Part No	Part	Unit Price	Total
6.0	E5237045	EUI INJ S60 - NEW	\$557.40	\$4,821.90

Total Part Price may include Core Charges

CYLINDER HEAD REPLACEMENT(REMAN)

Qty	Part No	Part	Unit Price	Total
38.0	23530768	BOLT P	\$5.63	\$213.94
1.0	23539103	GASKET	\$39.59	\$39.59
1.0	R23525566	CYL HD ASSY - (HWMA)	\$2,028.62	\$3,496.12
1.0	23532298	MHD GSKT KIT	\$78.95	\$78.95
3.0	23512703	1GAL 1300S	\$14.79	\$44.37
2.0	M709	NON-CHLORINATED LOW VOC	\$2.56	\$5.12

Total Part Price may include Core Charges

TURBO REPLACEMENT(REMAN)

Qty	Part No	Part	Unit Price	Total
1.0	R23528066	TURBO ASM	\$1,398.05	\$1,773.05
4.0	11506101	NUT	\$0.44	\$1.76
4.0	23507438	STUD EXH	\$4.37	\$17.48
4.0	8929169	WASHER	\$1.53	\$6.12
1.0	8929529	GASKET	\$2.94	\$2.94

Total Part Price may include Core Charges

ECM REPLACEMENT & PROGRAMING(REMAN)

Qty	Part No	Part	Unit Price	Total
1.0	R23519307	ECM DDECIV	\$1,641.48	\$2,307.73

1				
1.0	сиѕтом	PROGRAMING	\$165.00	\$165.00

Total Part Price may include Core Charges

WATER PUMP REPLACEMENT (REMAN)

Qty	Part No	Part	Unit Price	Total
1.0	R23539602	W/PUMP	\$339.14	\$501.64

Total Part Price may include Core Charges

IN FRAME ENGINE ONLY(NOT INCLUDING HEAD, TURBO, OR INJECTORS)

Qty	Part No	Part	Unit Price	Total
1.0	23539103	GASKET	\$39.59	\$39.59
1.0	23531606	L/END BRG KT	\$309.61	\$309.61
1.0	23528691	ELBOW ASSY	\$72.11	\$72.11
1.0	23512901	VALVE ASSY	\$39.75	\$39.75
1.0	R23531603	RKR ARM CER	\$1,636.14	\$3,076.14
1.0	R23532577	Basic Overhaul Kit (\$2,748.30	\$3,048.30
1.0	8929102	GASKET	\$36.97	\$36.97
6.0	23512138	PWRCOOL **DS** CONCTRAT	\$11.11	\$66.66
10.0	23512703	1GAL 1300S	\$14.79	\$147.90
2.0	23530573	ELEMENT-OIL FILTER	\$10.85	\$21.70
1.0	23530707	ELEMENT-FUEL FILTER	\$5.87	\$5.87
1.0	23530706	ELEMENT-FUEL FILTER	\$5.54	\$5.54
1.0	L212	LW LUBRICATING OIL	\$2.82	\$2.82
1.0	23509542	SEALERTHREAD	\$19.13	\$19.13
1.0	23525918	RTV 85GRAM	\$14.25	\$14.25
1.0	GR014	WHITE LITHIUM GREASE	\$4.44	\$4.44
5.0	M709	NON-CHLORINATED LOW VOC	\$2.56	\$12.80
1.0	7651141	THREADLOCK 10	\$8.94	\$8.94

Total Part Price may include Core Charges

Notes				

NOT POSTED TO FLEET UPDATED: 10/10/17 02:53 pm PDT

Valley Power Systems, Inc. - City of Industry

BAR# ARD133217 EPA# CAR000058776 425 S. Hacienda Blvd. City of Industry, California 91745

Phone: (626) 333-1243 - Fax: (626) 369-7096

-



Case Number: 2492429 - Repair Order Number: n/a

Purchase Order Number: n/a

Service Writer: Burgos, Luis - Case Date: 10/10/17 01:21 pm PDT

Orange Co Fire	Unit #:		
Address: 1 FIRE AUTHORITY RD	Asset:	2007 Unknown 6067MV4E Miles:	回炎松高回
IRVINE, CA 92602	Serial #:	T1002426	50 66 897
Phone:	VIN:	4ENGAAA86T1002426	325 FA 306
Fax:	Engine:	06R0952924	
Cust #: 044285	Engine Hou	rs: 0	T1002426

Complaint:

2007 E-ONE DETROIT DIESEL ENGINE SERIAL: 06R0952924 ENGINE MODEL: 6067MV4E

ltem	Operation	Labor	Parts	Total
1	INJECTOR REPLACEMENT (NEW) Parts: (6.0) INJECTORS NEW	\$744.00	\$3,298.02	\$4,042.02
2	CYLIMDER HEAD REPLACEMENT (REMAN) Parts: (1.0) CYLINDER HD (HWMA), (1.0) HD GSKET KIT, (38.0) BOLT P, (38.0) WASHER	\$1,860.00	\$2,763.54	\$4,623.54
3	TURBO REPLACEMENT (REMAN) Parts: (1.0) GASKET, (1.0) TURBO ASM, (4.0) NUT P, (4.0) STUD, (4.0) WASHER	\$372.00	\$1,843.78	\$2,215.78
4	ECM REPLACEMENT(REMAN) & PROGRAMING Parts: (1.0) DDECV KIT, (1.0) PROGRAMING	\$186.00	\$1,404.79	\$1,590.79
5	WATER PUMP REPLACEMENT (REMAN) Parts: (1.0) SEAL RINGP, (1.0) W/PUMP, (2.0) BOLT - M10 X 1 5 30MM	\$372.00	\$363.34	\$735.34
6	IN FRAME ENGINE ONLY(NOT INCLUDING: HEAD, TURBO, OR INJECTORS) Parts: (1.0) BLTD FLG EG, (1.0) BRG AND GSKTKT, (1.0) EGR VLV ASM, (1.0) ELBOW ASSY, (1.0) ELEMENT-FUEL FILTER, (1.0) ELEMENT-FUEL FILTER, (1.0) ELEMENT-OIL FILTER, (1.0) GASKET, (1.0) LW LUBRICATING OIL, (1.0) O/H KIT 12L (hw), (1.0) RTV 85GRAM, (1.0) SEALERTHREAD, (1.0) THREADLOCK 10, (1.0) VALVE ASSY, (1.0) WHITE LITHIUM GREASE, (10.0) 1GAL 1300S, (5.0) NON-CHLORINATED LOW VOC, (6.0) PWRCOOL **DS** CONCTRAT	\$5,115.00	\$5,754.46	\$10,869.46
7	V-POD REPLACEMENT (NEW) Parts: (1.0) VPOD 12V	\$186.00	\$504.11	\$690.11

Dealer: Valley Power Systems, Inc. - City of Industry - Fleet: Orange Co Fire - Unit: n/a - Asset: 2007 Unknown 6067MV4E - S/N: T1002426

8	DELTA P SENSOR REPLACEMENT & CLEAN TUBES Parts: (1.0) EGR SNSR KIT	\$186.00	\$102.52	\$288.52
9	EGR VALVE AND COOLER REPLACEMENT Parts: (1.0) BLTD FLG EG, (1.0) BRACKET, (1.0) EGR VLV ASM, (1.0) GASKET, (1.0) HOSE, (1.0) MHOSE P, (2.0) BOLT, (3.0) NUT, (3.0) STUD, (4.0) BOLT	\$558.00	\$2,268.03	\$2,826.03

Parts: \$18,302.59

Labor: \$9,579.00

Haz. Waste: \$40.00

Shop: \$300.00

Freight: \$0.00 Tax: \$1,738.75

Travel Charges: \$0.00

TOTAL: \$29,960.34

WARRANTY INFORMATION: WARRANTY ON NEW ENGINES, NEW TRANSMISSIONS, NEW AND REBUILT PARTS, reliabilit ENGINES, reliabilit ASSEMBLIES, reliabilit PARTS AND UTEX PARTS IS LIMITED TO THE MANUFACTURER'S WARRANTY. SHOP LIABILITY SHALL BE LIMITED TO THE CORRECTION OF THE REPAIRS PERFORMED WHEN VALLEY POWER SYSTEMS, Inc. or any of its subsidiaries (herein to refer to as "VALLEY") EXAMINATION SHALL DISCLOSE FAULTY WORKMANSHIP UNDER NORMAL USE WITHIN 180 DAYS FROM THE DATE OF DELIVERY. VALLEY 'S SOLE OBLIGATION UNDER THIS WARRANTY IS TO REPAIR, AT ITS PLACE OF BUSINESS OR, AT ITS OPTION EXCHANGE ANY SUCH GOODS OR SERVICES WHICH ARE FOUND BY VALLEY TO BE DEFECTIVE IN WORKMANSHIP OR MATERIAL, FOR reliabilit assemblies. THIS IS LIMITED TO REPAIRS OR REPLACEMENT OF THE FAILED reliabilit COMPONENTS ONLY. THE FOREGOING SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR ANY SUCH DEFECT, WHETHER IN CONTRACT, TORT, WARRANTY OR OTHERWISE, IN NO EVENT SHALL VALLEY BE LIABLE FOR ANY INDIRECT, SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGE, INCLUDING TOWING OR DOWN TIME IN CONNECTION WITH, OR ARISING OUT OF THE SALE OF GOODS OR FURNISHINGS SERVICES. THESE WARRANTIES ARE ONLY APPLICABLE WARRANTY AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES EXPRESSED OR IMPLIED. INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS OTHERWISE EXPRESSLY SPECIFIED HEREIN.

CUSTOMER RESPONSIBILITY FOR NON-WARRANTY REPAIRS: IN SOME INSTANCES, CERTAIN OF THE REPAIRS REQUESTED BY YOU MAY HAVE THE POSSIBILITY OF BEING COVERED BY A MANUFACTURER'S WARRANTY, IN SUCH INSTANCES, VALLEY MAY, AS AN ACCOMMODATION TO YOU, FILE WARRANTY CLAIM ON YOUR BEHALF AND DEFER BILLING YOU UNTIL THE MANUFACTURER HAS RESPONDED TO THE WARRANTY CLAIM. HOWEVER, ANY AMOUNTS NOT PAID BY SAID MANUFACTURER WILL BE BILLED TO YOU AND WILL BE DUE UPON RECEIPT OF INVOICE.

I HEREBY AUTHORIZE THE ABOVE REPAIR WORK TO BE DONE ALONG WITH INSTALLATION OF THE NECESSARY MATERIAL, AND HEREBY GRANT VALLEY AND/OR ITS EMPLOYEES PERMISSION TO OPERATE THE VEHICLE OR PRODUCT HEREIN DESCRIBED ON STREETS, HIGHWAYS OR ELSEWHERE FOR THE PURPOSE OF TESTING AND/OR INSPECTION. AN EXPRESS LEAN IS HEREBY ACKNOWLEDGED ON THE VEHICLE OR PRODUCT TO SECURE THE AMOUNT OF THE REPAIRS THERETO. I ALSO ACKNOWLEDGED THAT THE REPAIRER IS NOT RESPONSIBLE FOR LOSS OR DAMAGE TO ARTICLES LEFT WITH VEHICLE OR PRODUCT IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND ITS CONTROL, AND IT'S NOT RESPONSIBLE FOR MATERIAL UNCLAIMED AFTER 30 DAYS. I ALSO ACKNOWLEDGE AND ACCEPT THE TERMS OF THE WARRANTY INFORMATION SHOWN ABOVE.

DATE:	SIGNED:X	

Case #2492429 Parts Card

Customer: Orange Co Fire

2007 Unknown 6067MV4E 06R0952924

Serial No: T1002426

Tag #: N DD

Unit No:

Miles:

Asset:

Build:

Engine: 06R0952924

Cause:

Trans:

Date: 10/10/2017

Repair Status: none...

ETR: None

Wty Start: Repair Order:

Purchase Order:

E. Serial:

T. Serial:

06R0952924

E. Model:

T. Model:

6067MV4E

Complaint: 2007 E-ONE DETROIT DIESEL ENGINE SERIAL: 06R0952924 ENGINE MODEL: 6067MV4E

INJECTOR REPLACEMENT (NEW)

Qty	Part No	Part	Unit Price	Total
6.0	E414703002	INJECTORS NEW	\$549.67	\$4,775.52

Total Part Price may include Core Charges

CYLIMDER HEAD REPLACEMENT (REMAN)

Qty	Part No	Part	Unit Price	Total
1.0	R23538858	CYLINDER HD (HWMA)	\$2,301.42	\$3,768.92
1.0	23536442	HD GSKET KIT	\$194.98	\$194.98
38.0	23530768	BOLT P	\$5.63	\$213.94
38.0	8929328	WASHER	\$1.40	\$53.20

Total Part Price may include Core Charges

TURBO REPLACEMENT (REMAN)

Qty	Part No	Part	Unit Price	Total
1.0	R23534360	TURBO ASM	\$1,785.52	\$2,410.52
4.0	23531401	NUT P	\$4.01	\$16.04
4.0	8929169	WASHER	\$1.53	\$6.12
1.0	8929529	GASKET	\$2.94	\$2.94
4.0	23533913	STUD	\$8.29	\$33.16

Total Part Price may include Core Charges

ECM REPLACEMENT(REMAN) & PROGRAMING

Qty	Part No	Part	Unit Price	Total
1.0	R23535990	DDECV KIT	\$1,239.79	\$1,906.04
1.0	CUSTOM	PROGRAMING	\$165.00	\$165.00

Total Part Price may include Core Charges

WATER PUMP REPLACEMENT (REMAN)

Qty	Part No	Part	Unit Price	Total
2.0	5369900401	BOLT - M10 X 1 5 30MM	\$7.50	\$15.00
1.0	23527385	SEAL RINGP	\$0.25	\$0.25
1.0	R23535017	W/PUMP	\$348.09	\$510.59

Total Part Price may include Core Charges

IN FRAME ENGINE ONLY(NOT INCLUDING: HEAD, TURBO, OR INJECTORS)

Qty	Part No	Part	Unit Price	Total
1.0	L212	LW LUBRICATING OIL	\$2.82	\$2.82
1.0	23509542	SEALERTHREAD	\$19.13	\$19.13
1.0	23525918	RTV 85GRAM	\$14.25	\$14.25
1.0	GR014	WHITE LITHIUM GREASE	\$4.44	\$4.44
1.0	7651141	THREADLOCK 10	\$8.94	\$8.94
1.0	23530707	ELEMENT-FUEL FILTER	\$5.87	\$5.87
1.0	23530706	ELEMENT-FUEL FILTER	\$5.54	\$5.54
6.0	23512138	PWRCOOL **DS** CONCTRAT	\$11.11	\$66.66
1.0	23530573	ELEMENT-OIL FILTER	\$10.85	\$10.85
10.0	23512703	1GAL 1300S	\$14.79	\$147.90
5.0	M709	NON-CHLORINATED LOW VOC	\$2.56	\$12.80
1.0	R23539301	EGR VLV ASM	\$853.05	\$1,040.55
1.0	E23535288	BLTD FLG EG	\$1,323.17	\$1,448.17
1.0	23533692	BRG AND GSKTKT	\$274.48	\$274.48
1.0	23539103	GASKET	\$39.59	\$39.59
1.0	23539104	GASKET	\$54.50	\$54.50
1.0	23528691	ELBOW ASSY	\$72.11	\$72.11
1.0	23512901	VALVE ASSY	\$39.75	\$39.75
1.0	R23537130	O/H KIT 12L (hw)	\$2,798.61	\$3,098.61

Total Part Price may include Core Charges

V-POD REPLACEMENT (NEW)

Qty	Part No	Part	Unit Price	Total
1.0	E23536834	VPOD 12V	\$504.11	\$816.61

Total Part Price may include Core Charges

DELTA P SENSOR REPLACEMENT & CLEAN TUBES

Qty	Part No	Part	Unit Price	Total
1.0	A4701530628	EGR SNSR KIT	\$102.52	\$102.52

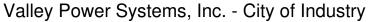
EGR VALVE AND COOLER REPLACEMENT

Qty	Part No	Part	Unit Price	Total
3.0	23534432	NUT	\$0.35	\$1.05
3.0	23533707	STUD	\$6.93	\$20.79
1.0	23533534	GASKET	\$10.98	\$10.98
1.0	R23539301	EGR VLV ASM	\$853.05	\$1,040.55
1.0	23530714	MHOSE P	\$11.39	\$11.39
1.0	5107607	HOSE	\$12.45	\$12.45
4.0	23511786	BOLT	\$1.40	\$5.60
1.0	E23535288	BLTD FLG EG	\$1,323.17	\$1,448.17
2.0	23533687	BOLT	\$9.60	\$19.20
1.0	23533444	BRACKET	\$10.35	\$10.35

Total Part Price may include Core Charges

Notes	

NOT POSTED TO FLEET UPDATED: 10/10/17 04:06 pm PDT



BAR# ARD133217 EPA# CAR000058776 425 S. Hacienda Blvd. City of Industry, California 91745

Phone: (626) 333-1243 - Fax: (626) 369-7096

Case Number: 2492658 - Repair Order Number: n/a Purchase Order Number: n/a

Service Writer: Burgos, Luis - Case Date: 10/10/17 02:58 pm PDT



Orange County Fire Authority		Unit #: E3 4	ŀ		
Address	:	Asset:	2009 Unknown Unknown	Miles:	回影歌画
	Orange County, CA	Serial #:	AN058752		
Phone:	(714) 290-3992	VIN:	1K9AF4284AN058752		1000 ALMON (
Fax:		Engine:	Unknown		
Cust #:	044285	Engine Hou	irs: 0		AN058752

Complaint:

2009 KME SERIES 60 ENGINE SERIAL: 06R1024897 ENGINE MODEL: 6067HG4E

ltem	Operation	Labor	Parts	Total
1	SET OF NEW INJECTOR REPLACEMENT Parts: (6.0) INJECTOR - NEW	\$744.00	\$3,534.36	\$4,278.36
2	CYLINDER HEAD REPLACEMENT(REMAN) Parts: (1.0) CYL/HD ASM (HW), (1.0) MHD GSKT KIT, (3.0) 1GAL 1300S, (38.0) BOLT P, (38.0) WASHER	\$1,860.00	\$3,272.54	\$5,132.54
3	TURBO REPLACEMENT (REMAN) Parts: (1.0) TURBO, (2.0) STUD, (4.0) NUT	\$372.00	\$3,635.36	\$4,007.36
4	ECM REPLACEMENT(REMAN) & PROGRAM Parts: (1.0) ECM PROGRAMING, (1.0) MTR CONT MOD	\$250.00	\$683.68	\$933.68
5	WATER PUMP REPLACEMENT (REMAN) Parts: (1.0) SEAL RINGP, (1.0) W/PUMP KIT, (2.0) BOLT, (2.0) BOLT - M10 X 1 5 30MM	\$372.00	\$511.08	\$883.08
6	INFRAME ENGINE ONLY (NOT INCLUDING: HEAD, TURBO, OR INJECTOR) Parts: (1.0) BASIC O/H KT, (1.0) BRG AND GSKTKT, (1.0) DDF3000 CLNT, (1.0) ELBOW ASSY, (1.0) GASKET, (1.0) GASKET, (1.0) GASKET, (1.0) LW LUBRICATING OIL, (1.0) RTV 85GRAM, (1.0) SEALERTHREAD, (1.0) THREADLOCK 10, (1.0) VALVE ASSY, (1.0) WHITE LITHIUM GREASE, (10.0) 1GAL 1300S, (2.0) ELEMENT-OIL FILTER, (5.0) NON-CHLORINATED LOW VOC, (6.0) PWRCOOL **DS** CONCTRAT	\$6,875.00	\$3,854.51	\$10,729.51
7	INTAKE THROTTLE VALVE Parts: (1.0) A/THROT INT, (2.0) SEAL RING	\$186.00	\$140.09	\$326.09
8	EGR VALVE & EGR COOLER REPLACEMENT Parts: (1.0) COOLER ASM, (1.0) EGR VALVE, (2.0) HOSE, (4.0) BOLT	\$558.00	\$1,632.79	\$2,190.79

Dealer: Valley Power Systems, Inc. - City of Industry - Fleet: Orange County Fire Authority - Unit: E34 – Asset: 2009 Unknown Unknown – S/N: AN058752

9	NEW DPF FILTER REPLACEMENT Parts: (1.0) DPF MOD KIT	\$279.00	\$2,953.36	\$3,232.36
10	CLEAN EXISTING DPF FILTER Parts: (1.0) CLEANING FEE	\$279.00	\$176.00	\$455.00
11	NEW DPF DOZER INJECTOR REPLACEMENT Parts: (1.0) GASKET, (1.0) INJ VALVE	\$375.00	\$197.34	\$572.34
12	NEW DPF SENSOR Parts: (1.0) GAS SNSR ASM, (1.0) HARNESS ASM, (1.0) SENSOR ASM, (1.0) TEMP SENSOR, (2.0) SENSOR	\$279.00	\$264.07	\$543.07

Parts: \$20,855.18

Labor: \$12,429.00

Haz. Waste: \$40.00

Shop: \$625.66 **Freight:** \$0.00

Tax: \$1,981.24

Travel Charges: \$0.00

TOTAL: \$35,931.08

WARRANTY INFORMATION: WARRANTY ON NEW ENGINES, NEW TRANSMISSIONS, NEW AND REBUILT PARTS, reliabilit ENGINES, reliabilit ASSEMBLIES, reliabilit PARTS AND UTEX PARTS IS LIMITED TO THE MANUFACTURER'S WARRANTY. SHOP LIABILITY SHALL BE LIMITED TO THE CORRECTION OF THE REPAIRS PERFORMED WHEN VALLEY POWER SYSTEMS, Inc. or any of its subsidiaries (herein to refer to as "VALLEY") EXAMINATION SHALL DISCLOSE FAULTY WORKMANSHIP UNDER NORMAL USE WITHIN 180 DAYS FROM THE DATE OF DELIVERY. VALLEY 'S SOLE OBLIGATION UNDER THIS WARRANTY IS TO REPAIR, AT ITS PLACE OF BUSINESS OR, AT ITS OPTION EXCHANGE ANY SUCH GOODS OR SERVICES WHICH ARE FOUND BY VALLEY TO BE DEFECTIVE IN WORKMANSHIP OR MATERIAL, FOR reliabilit assemblies. THIS IS LIMITED TO REPAIRS OR REPLACEMENT OF THE FAILED reliabilit COMPONENTS ONLY. THE FOREGOING SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR ANY SUCH DEFECT, WHETHER IN CONTRACT, TORT, WARRANTY OR OTHERWISE, IN NO EVENT SHALL VALLEY BE LIABLE FOR ANY INDIRECT, SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGE, INCLUDING TOWING OR DOWN TIME IN CONNECTION WITH, OR ARISING OUT OF THE SALE OF GOODS OR FURNISHINGS SERVICES. THESE WARRANTIES ARE ONLY APPLICABLE WARRANTY AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES EXPRESSED OR IMPLIED. INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS OTHERWISE EXPRESSLY SPECIFIED HEREIN.

CUSTOMER RESPONSIBILITY FOR NON-WARRANTY REPAIRS: IN SOME INSTANCES, CERTAIN OF THE REPAIRS REQUESTED BY YOU MAY HAVE THE POSSIBILITY OF BEING COVERED BY A MANUFACTURER'S WARRANTY, IN SUCH INSTANCES, VALLEY MAY, AS AN ACCOMMODATION TO YOU, FILE WARRANTY CLAIM ON YOUR BEHALF AND DEFER BILLING YOU UNTIL THE MANUFACTURER HAS RESPONDED TO THE WARRANTY CLAIM. HOWEVER, ANY AMOUNTS NOT PAID BY SAID MANUFACTURER WILL BE BILLED TO YOU AND WILL BE DUE UPON RECEIPT OF INVOICE.

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DATE:	SIGNED:X	
DAIF.	SIGNED'X	

Case #2492658 Parts Card

Orange County Fire Authority **Customer:**

2009 Unknown Unknown Unknown

Serial No: AN058752

Tag #:

Asset:

Unit No: E34

Build:

Engine:

Trans:

Miles:

Unknown

Cause:

Complaint:

Date: 10/10/2017

Repair Status: none...

ETR: None

Wty Start: Repair Order:

T. Serial:

Purchase Order:

E. Serial:

06R1024897

E. Model:

T. Model:

6067hg4e

2009 KME SERIES 60 ENGINE SERIAL: 06R1024897 ENGINE MODEL: 6067HG4E

SET OF NEW INJECTOR REPLACEMENT

Qty	Part No	Part	Unit Price	Total
6.0	EFE4E00001	INJECTOR - NEW	\$589.06	\$5,034.36

Total Part Price may include Core Charges

CYLINDER HEAD REPLACEMENT(REMAN)

Qty	Part No	Part	Unit Price	Total
1.0	R23538857	CYL/HD ASM (HW)	\$2,882.08	\$4,349.58
38.0	23530768	BOLT P	\$5.63	\$213.94
1.0	23532298	MHD GSKT KIT	\$78.95	\$78.95
38.0	8929328	WASHER	\$1.40	\$53.20
3.0	23512703	1GAL 1300S	\$14.79	\$44.37

Total Part Price may include Core Charges

TURBO REPLACEMENT (REMAN)

Qty	Part No	Part	Unit Price	Total
2.0	23535411	STUD	\$14.98	\$29.96
4.0	23535041	NUT	\$2.24	\$8.96
1.0	E23539571	TURBO	\$3,596.44	\$4,221.44

Total Part Price may include Core Charges

ECM REPLACEMENT(REMAN) & PROGRAM

Qty	Part No	Part	Unit Price	Total
1.0	RA0054467840	MTR CONT MOD	\$518.68	\$1,018.68
1.0	CUSTOM	ECM PROGRAMING	\$165.00	\$165.00

Total Part Price may include Core Charges

WATER PUMP REPLACEMENT (REMAN)

Qty	Part No	Part	Unit Price	Total
2.0	5369900401	BOLT - M10 X 1 5 30MM	\$7.50	\$15.00
1.0	23527385	SEAL RINGP	\$0.25	\$0.25
1.0	R23538637	W/PUMP KIT	\$489.95	\$652.45
2.0	8921426	BOLT	\$2.94	\$5.88

Total Part Price may include Core Charges

INFRAME ENGINE ONLY (NOT INCLUDING: HEAD, TURBO, OR INJECTOR)

Qty	Part No	Part	Unit Price	Total
1.0	L212	LW LUBRICATING OIL	\$2.82	\$2.82
1.0	23509542	SEALERTHREAD	\$19.13	\$19.13
1.0	23525918	RTV 85GRAM	\$14.25	\$14.25
1.0	GR014	WHITE LITHIUM GREASE	\$4.44	\$4.44
1.0	7651141	THREADLOCK 10	\$8.94	\$8.94
5.0	M709	NON-CHLORINATED LOW VOC	\$2.56	\$12.80
1.0	23507545	DDF3000 CLNT	\$10.06	\$10.06
6.0	23512138	PWRCOOL **DS** CONCTRAT	\$11.11	\$66.66
10.0	23512703	1GAL 1300S	\$14.79	\$147.90
2.0	23530573	ELEMENT-OIL FILTER	\$10.85	\$21.70
1.0	23533692	BRG AND GSKTKT	\$274.48	\$274.48
1.0	23539103	GASKET	\$39.59	\$39.59
1.0	23511991	GASKET	\$28.01	\$28.01
1.0	23539104	GASKET	\$54.50	\$54.50
1.0	23528691	ELBOW ASSY	\$72.11	\$72.11
1.0	23512901	VALVE ASSY	\$39.75	\$39.75
1.0	R23539316	BASIC O/H KT	\$3,037.37	\$3,337.37

Total Part Price may include Core Charges

INTAKE THROTTLE VALVE

Qty	Part No	Part	Unit Price	Total
2.0	23535507	SEAL RING	\$4.69	\$9.38
1.0	EA4600900065	A/THROT INT	\$130.71	\$193.21

Total Part Price may include Core Charges

EGR VALVE & EGR COOLER REPLACEMENT

Qty	Part No	Part	Unit Price	Total
4.0	11505299	BOLT	\$1.08	\$4.32
1.0	E23537387	COOLER ASM	\$1,325.15	\$1,450.15

2.0	5107607	HOSE	\$12.45	\$24.90
1.0	R23538932	EGR VALVE	\$278.42	\$465.92

Total Part Price may include Core Charges

NEW DPF FILTER REPLACEMENT

Qty	Part No	Part	Unit Price	Total
1.0	EA6804908692	DPF MOD KIT	\$2,953.36	\$6,078.36

Total Part Price may include Core Charges

CLEAN EXISTING DPF FILTER

Qty	Part No	Part	Unit Price	Total
1.0	CUSTOM	CLEANING FEE	\$176.00	\$176.00

Total Part Price may include Core Charges

NEW DPF DOZER INJECTOR REPLACEMENT

Qty	Part No	Part	Unit Price	Total
1.0	A4720700746	INJ VALVE	\$132.04	\$132.04
1.0	A4721420580	GASKET	\$65.30	\$65.30

Total Part Price may include Core Charges

NEW DPF SENSOR

Qty	Part No	Part	Unit Price	Total
1.0	A4721500933	HARNESS ASM	\$42.02	\$42.02
2.0	A4721530028	SENSOR	\$60.97	\$121.94
1.0	A6805400017	GAS SNSR ASM	\$29.38	\$29.38
1.0	A6804910337	SENSOR ASM	\$27.91	\$27.91
1.0	A6805401417	TEMP SENSOR	\$42.82	\$42.82

Total Part Price may include Core Charges

Notes			

Submittal Documents Solicitation No. JA2224 – Detroit Diesel Engines: Parts and Repair Services

GOVERNMENT / CO-OPERATIVE CONTRACT: Is your pricing based on a Government or Co-operative contract? **YES_____ NO__** X___

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

PRICE CHANGES - Contract pricing shall remain fixed for the initial one (1) year term of the contract. Price changes after the first year of the contract shall be negotiated, but shall not exceed three (3) percent per year or the percentage increase in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, SERVICES in the Los Angeles-Riverside-Orange County, CA Area, whichever is lower. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the BASE year six month average (January through June 2017; and each January through June six month average) thereafter. All price decreases will automatically be extended to the Orange County Fire Authority. Contractors must request price adjustments, in writing, 30 days prior to the renewal date. If a contractor fails to request a CPI price adjustment 30 days prior to the adjustment date, the adjustment will be effective 30 days after the OCFA receives their written request. No retroactive contract price adjustments will be allowed.

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

ADDITIONAL INFORMATION – Provide any additional information you would like OCFA to consider:

Please take into consideration that Detroit Diesel's annual price adjustment is in April 1 that ranges from

1% - 3%; and Allison Transmission's annual price adjustment is on January 1 that also ranges from 1% - 3%.

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

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

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

TERM OF OFFER - It is understood and agreed that this offer may not be withdrawn for a period of one hundred eighty days (180) from the Proposal Submittal Deadline, and at no time in case of successful Offeror.

ATTACHMENT E – PARTY AND PARTICIPANT DISCLOSURE FORMS

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

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

ORANGE COUNTY FIRE AUTHORITY BOARD OF DIRECTORS

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

Craig Green, Director

City of Placentia

Tim Brown, Director

City of San Clemente

Juan Villegas, Director

City of Santa Ana

David John Shawver, Director

City of Stanton

Bill Nelson, Director

City of Villa Park

Eugene Hernandez, Director

City of Yorba Linda

Todd Spitzer, Director

County of Orange

Ed Sachs, Vice Chair City of Mission Viejo

Robert 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

Carol Gamble, Director

City of Rancho Santa Margarita

Sergio Farias, Director

City of San Juan Capistrano

Ellery Deaton

City of Seal Beach

Al Murray, Director

City of Tustin

Tri Ta, Director

City of Westminster

Lisa Bartlett, Director

County of Orange

ORANGE COUNTY FIRE AUTHORITY – PARTY DISCLOSURE

The attached <u>Party Disclosure Form</u> must be completed and submitted by the Offeror and subcontractors with the proposal by all firms subject to the campaign contribution disclosure requirements stated in Section VI this solicitation.

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 venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any board member 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 venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different

Submittal Documents

Solicitation No. JA2224 – Detroit Diesel Engines: Parts and Repair Services

directors or their alternates are not aggregated.

G. A list of the members and alternates of the Board of Directors is attached.

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

- ¹ Entitlement for the purposes of this form refers to contract award.
- ² All Contracts for the purposes of this form refer to the contract award of this specific solicitation.

PARTY DISCLOSURE FORM

Party's Name: Valley Power Systems, Inc.					
Party's Address: 425 South Hacienda Blvd.					
City of Industry, CA. 91745					
Party's Telephone: 626-333-1243					
Solicitation Title and Number: Detroit Diesel Engines: Parts and Repair Services - JA2224					
Based on the party disclosure information provided, are you or your firm subject to party disclosures?					
No $\boxed{\mathbb{X}}$ If no, check the box and sign below. Yes $\boxed{}$ If yes, check the box, sign below and complete the form.					
Date : October 11, 2017					
Signature of Party and/or Agent					
To be completed only if campaign contributions have been made in the preceding twelve (12) months. Attach additional copies if needed. Board Member(s) to whom you and/or your agent made campaign contributions and dates of contribution(s) in the preceding 12 months: Name of Member: Name of Contributor (if other than Party): Date(s): Amount(s):					
Name of Member:					
Name of Contributor (if other than Party):					
Date(s):					
Amount(s):					

ORANGE COUNTY FIRE AUTHORITY - PARTICIPANT (AGENT) DISCLOSURE

The <u>Participant Disclosure Form</u> 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

Submittal Documents

Solicitation No. JA2224 – Detroit Diesel Engines: Parts and Repair Services

- of a law, architectural, engineering, or consulting firm, or a similar business entity or corporation, both the business entity or corporation and the individual are agents.
- 4. To determine whether a campaign contribution of more than \$250 has been made by a participant or his or her agent, contributions made by the participant within the preceding 12 months shall be aggregated with those made by the agent within the preceding 12 months or the period of the agency, whichever is shorter. Campaign contributions made to different members or alternates are not aggregated.
- 5. A list of the members and alternates of the Board of Directors is attached.

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

PARTICIPANT (AGENT) DISCLOSURE FORM

Prime's Firm Name:	Valley Power Systems, Inc.
Party's Name:	Michael Lee
Party's Address:	425 South Hacienda Blvd.
	City of Industry, CA. 91745
Party's Telephone:	626-333-1243
Solicitation Title and N	lumber: Detroit Diesel Engines: Parts and Repair Services - JA2224
Based on the participa	nt disclosure information provided, are you or your firm subject to participant disclosures?
No $\overline{\mathbb{X}}$ If no, check th	ne box and sign below. Yes 🔲 If yes, check the box, sign below and complete the form.
Date: October 1	
	Signature of Party and/or Agent
additional copies if ne	hom you and/or your agent made campaign contributions and dates of contribution(s) in
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):	

Detroit Diesel Engines: Parts and/or Repair Services (JA2224), bidding on October 12, 2017 11:00 AM (Pacific)

Printed 10/16/2017

Bid Results

Bidder Details

Vendor Name Harbor Diesel and Equipment

Address 537 W. Anaheim St.

Long Beach, CA 90813

United States

Respondee Brett Roa

Respondee Title Operations Manager **Phone** 562-591-5665 Ext. 246

Email bids@harbordiesel.com

Vendor Type NONE

Bid Detail

Bid Format Electronic

Submitted October 11, 2017 3:50:14 PM (Pacific)

Delivery Method Electronic / Oct 11, 2017 15:50

Bid Responsive

Bid Status Submitted Confirmation # 119720

Ranking 0

Respondee Comment

Buyer Comment

Attachments

File Title File Name File Type

JA2224 Submission JA2224-Submission.pdf **Bid Submittal Documents**

Line Items

Discount Terms no discount

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount Comment
	Bidder's Submitt	al Document				
1	Bidder's Submittal	Document Provide	d? (Yes/No) in c	comments.		
		Question	0	0	0	0 Yes
				Subtotal	0	0
				Total	0	0

ATTACHMENT A – BID CERTIFICATION

J. 7- P. J. 14.	COMPANY	INFORM	ATION		
Company Name:	Harbor Diesel and Equipme	ent, Inc.			
Business Address:	537 W. Anaheim St.				
Vendor Contact Name:	Pat Vuoso / Art Havens	T	tle:	Parts Mgr /	Service Mgr
Phone Number:	562-591-5665	Em	ail:	bids@harbo	ordiesel.com
Hours of Operation:	0800-1630	Number	of Yea	ars in Business:	46
Number of Employees:	50	Number of	Servi	ce Technicians:	20

BID SUBMITTAL

Bid submitted in response to contract for (check all that apply):

- ☑ Contract for as-needed repair/maintenance services for Detroit Diesel engines
- ☑ Contract for as-needed purchase of Detroit Brand Equipment Manufacturer (OEM) or OEM refurbished parts

BIDDER'S ACKNOWLEDGEMENT OF UNDERSTANDING OF THE OCFA TERMS AND CONDITIONS

The OCFA standard terms and conditions are provided within the IFB. Authorized signature verifies that Bidder has read, understands, and agrees to these conditions.

INDEPENDENT PRICE DETERMINATION

Authorized signature below certifies that this bid is made without prior understanding, arrangement, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion of fraud; that no arrangements or agreements have been entered into with any OCFA public officer; acknowledges understanding that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards; indicates agreement to abide by all conditions of this bid, and certifies that the individual signing is authorized to sign this bid for the Bidder/Supplier.

REPRESENTATIONS MADE UNDER PENALTY OF PERJURY

The representations herein are made under penalty of perjury. We hereby offer to provide OCFA with the requested services at the prices submitted and under the terms and conditions stated within the RFQ Document and Professional Services Agreement, attached, or incorporated by reference.

Signature of Authorized Representative:	· ometal gal
Printed Name of Authorized Representative:	Michael Zupanovich
Title of Authorized Representative:	President
Telephone Number:	562-591-5665
Date:	10/12/2017

Form W-9
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

	4. Name for chause on your income toy set and the set is a set for the first dis-	ot loose this live black				_				-0
	1 Name (as shown on your income tax return). Name is required on this line; do n	iot leave this line blank,								
	Harbor Diesel & Equipment, Inc. 2 Business name/disregarded entity name, if different from above							-		÷, 1
6.2	HD Industries									
bag				1	Exempl	ions (codes	annly	only to	- 5
<u>ا</u>	3 Check appropriate box for lederal tax classification; check only one of the follow Individual/sole proprietor or ✓ C Corporation S Corporation		Trust/est	С	ertain en	tities,	not inc	lividus		
e S	single-member LLC	Partnersnip	IIU\$005	1."	nstruction exempt pa					
물음	Limited liability company. Enter the tax classification (C=C corporation, S=S		-	_ _	xemptio	•	•	=	orting	
Print or type Specific Instructions on page	Note. For a single-member LLC that is disregarded, do not check LLC; chec the tax classification of the single-member owner.	ck the appropriate box in	the line above	101	code (il a		IIAIO	~ тор	or cirrig	
Pri	Other (see instructions) ▶			v	Uplies la ec	counts i	naintaines	f outside	the U.S.)	
iğ l	5 Address (number, street, and apt. or suite no.)		Requester's r	name and	d addres	s (opt	ional)			2.0
Ď	537 W. Anaheim Street									
See 5	6 City, state, and ZIP code									
Š	Long Beach, CA 90813					_				_
	7 List account number(s) here (optional)									
Par	Taxpayer Identification Number (TIN)			2 - Lui -	·		-			
_	your TIN in the appropriate box. The TIN provided must match the name	given on line 1 to avo	oid Soc	ial secu	rity num	ber				
	p withholding. For individuals, this is generally your social security number		ora 🗍	1				T		1
	nt alien, sole proprietor, or disregarded entity, see the Part I instructions s, it is your employer identification number (EIN). If you do not have a nu		ta 📗		_		-			
	n page 3.		or							
	If the account is in more than one name, see the instructions for line 1 a	and the chart on page	4 for Em	ployer ic	dentifica	tion n	umber			
guidel	lines on whose number to enter.		9	5 -	2 6	7	9 (0 0	9	
						Ľ		Ľ	L'L	_
Par								_		
	r penalties of perjury, I certify that:									
	e number shown on this form is my correct taxpayer identification numb	, _								
Se	m not subject to backup withholding because: (a) I am exempt from bac rvice (IRS) that I am subject to backup withholding as a result of a failure longer subject to backup withholding; and	kup withholding, or (b to report all interest of) I have not l or dividends	been no s, or (c) t	otified b the IRS	y the has r	Intern notified	al Re I me	venue that I ar	n
3. la	m a U.S. citizen or other U.S. person (defined below); and									
4. The	FATCA code(s) entered on this form (if any) indicating that I am exempt	from FATCA reportin	g is correct.							
becau intere gener	fication instructions. You must cross out item 2 above if you have beer use you have failed to report all interest and dividends on your tax return st paid, acquisition or abandonment of secured property, cancellation of ally, payments other than interest and dividends, you are no required to ctions on page 3.	. For real estate transa f debt, contributions to	actions, item o an individu	n 2 does Jal retire	s not ap ement a	ply. I	or mo Jemen	rtgaq t (IRA	ge	
Sign Here		A/ Da	ate 🕨	an	NU	n	91	1	201	_
Ger	neral Instructions	• Form 1098 (home mo	rtgage (iteres	st), 1098-	E (stude	nt loa	n intere	st), 1	098-T	
Sectio	n references are to the Internal Revenue Code unless otherwise noted.	(tuition) • Form 1099-C (cancel	ed debt)							
	e developments. Information about developments affecting Form W-9 (such slation enacted after we release it) is at www.irs.gov/fw9.	Form 1099-A (acquisi		onment o	of secure	d pro	perly)			
_	pose of Form	Use Form W-9 only if provide your correct TII		S. persor	n (includi	ng a r	esiden	alien), to	
	ividual or entity (Form W-9 requester) who is required to file an information	If you do not return F to backup withholding.							e subjec	t
	with the IRS must obtain your correct taxpayer identification number (TIN) may be your social security number (SSN), individual taxpayer identification	By signing the filled-				J. 51	F93			
	er (ITIN), adoption taxpayer identification number (ATIN), or employer	1. Certify that the TIN			ect (or y	ou are	waitin	g for a	a number	r
you, o	ication number (EIN), to report on an information return the amount paid to r other amount reportable on an information return. Examples of information	to be issued),		A Land	- Lades L	laite -				
	s include, but are not limited to, the following:	Certify that you are Claim exemption f						(emn	navaa I	f
	n 1099-INT (interest earned or paid)	applicable, you are also	certifying the	at as a U	.S. perso	m, yo	ur alloc	able s	hare of	•
	n 1099-DIV (dividends, including those from stocks or mutual funds) n 1099-MISC (various types of income, prizes, awards, or gross proceeds)	any partnership income withholding tax on fore	e from a U.S. I	trade or share of	business effective	is no	t subje inected	incor	ne, and	
	1 1099-B (stock or mutual fund sales and certain other transactions by	4. Certify that FATCA exempt from the FATCA	A code(s) ente A reporting, is	red on th	nis form (if any) indica	ting tl	nat you a	re
• Form	1099-S (proceeds from real estate transactions)	page 2 for further inform	mation							
• Form	n 1099-K (merchant card and third party network transactions)									

ATTACHMENT B – QUESTIONNAIRE

Please provide detailed and specific answers for questions that require an explanation. Use additional pages as necessary.

SERV	/ICE	CONTR	ACT.

	Fire Authority Road, Irvine, CA 92602. Please state "YES" or "NO". State the address of the repair facility. Yes. 537 W. Anaheim St., Long Beach, CA 90813
3	
	Please describe the process for initiating repair/maintenance services? Include information on how the vendomay be notified (email, phone, fax, online website, etc.) and who to contact.
	OCFA can call our Service Office at 562-591-5665 or email service@harbordiesel.com to schedule service
3	
1.	Service Contacts: Mike Roller, Art Havens Sales Representative: Luis Colin - luisc@harbordiesel.co What standards or guidelines are used in repairing Detroit Diesel equipment?
3	Service Contacts: Mike Roller, Art Havens Sales Representative: Luis Colin - luisc@harbordiesel.co What standards or guidelines are used in repairing Detroit Diesel equipment? Harbor Diesel has been a Detroit Diesel Dealer since 1971. We use factory guidelines and procedures

Sul	ubmittal Documents Solicit	ation No. JA2224 – Detroit Diesel Engines: Parts and Repair Services
6.	Please describe the process for diagnosis a completed and that the vehicle is ready fo	and completion of repair: how do you verify repairs have been r duty?
	The Complaint, Cause and Correction	process is used. Repairs are completed according to Detroit Diesel
	guidelines. The Shop Foreman perform	ns a walk-around at the completion of the job, the engine
	is then test run or the vehicle is run on o	our Chassis Dynamometer
7.	. Please describe the storage location and p	rocedure when vehicles are kept overnight?
	Fire equipment is parked inside our lock	ked and alarmed buildings when kept overnight.
8.	. Please describe your warranty terms for re	epair/maintenance service including parts used for repairs?
	Please see attached warranty statement	nt
9.	. Please describe your pick-up and delivery provide details.	terms and services. Is there a cost for this service? If so, please
	Pickup and delivery is arranged by the	customer at the customer's expense
10.	•	nin 2-4 business days at no freight cost to the OCFA is requested.
	Please state whether or not you comply. P Yes, we can comply	lease note any exceptions.

Submittal Documents	Solicitation No. JA2224 – Detroit Diesel Engines: Parts and Repair Services
•	time for out of stock, special order or infrequently used parts and accessories not ge County area that are available only from the factory?
Delivery time is 1-2 days.	Customer will be billed any air freight and expedite fees.
y.	
*	
•	
• • • • •	the option for filling will-call orders for parts in stock? Please state the lead time state the location of the will-call facility.
Yes, the time is the same a	as the "in-stock" parts (item #10).
Will Call is located at: HD	Industries, 537 W. Anaheim St., Long Beach, CA 90813
Will Call Hours are: Monda	ay - Friday, 8:00am - 4:30pm
•	or placing an order for the purchase of parts? Include information on how the l, phone, fax, online website, etc.) and who to contact.
OCFA can call our Parts Dep	partment at 562-591-5665 or email parts@harbordiesel.com to place an order
·	terms for the purchase of parts?
Please see attached warra	nty statement
1	
	5

HD INDUSTRIES

(a division of Harbor Diesel & Equipment, Inc.)

LIMITED WARRANTY AND CONDITIONS OF SALE

HD Industries, HDI, Harbor Diesel & Equipment, Inc. and HDEI are synonymous in the following information.

HD Industries reserves the right to require cash payment on any transaction even if credit has been granted in the past.

NEW PRODUCT / COMPONENT WARRANTY

HDI will administer the warranty of manufacturers of manufacturers for "NEW" products / components sold by HDI for which HDI is a factory authorized Distributor / Dealer. Copies of Manufacturers Warranty Certificates for products / components sold by HDI are available upon request. New product / component warranties are warranted only to the extent of the specific product / component manufacturers' warranty terms and conditions.

FACTORY REMANUFACTURED PRODUCT / COMPONENT WARRANTY

HDI will administer the warranty of manufacturers' for "FACTORY REMANUFACTURED" products / components sold by HDI for which HDI is a factory authorized Distributor / Dealer. Copies of Manufacturers Warranty Certificates for products / components sold by HDI are available upon request. Factory Remanufactured product / component warranties are warranted only to the extent of the specific product / component manufacturers' warranty terms and conditions.

HDI REBUILT OR REBUILT EXCHANGE PRODUCT / COMPONENT WARRANTY

HDI warrants any HDI "REBUILT OR REBUILT EXCHANGE PRODUCT / COMPONENT" sold by it to be free from defects in materials and workmanship under normal use and service for 6 months from the date of delivery to the first retail purchaser or 25,000 miles on vehicular applications or 500 hours of operation on industrial and marine applications, whichever occurs first; its obligation under this warranty being limited to repair or replacement, at HDI option, of any defective part or parts. Reasonable labor costs for part removal and reinstallation are covered by this warranty only if the REBUILT OR REBUILT EXCHANGE PRODUCT / COMPONENT was originally sold, removed and reinstalled by HDI. Labor costs for removal and reinstallation are not covered by this warranty when the REBUILT OR REBUILT EXCHANGE PRODUCT / COMPONENT was purchased "over the counter" and / or installed by others.

GENERAL SERVICE LABOR WARRANTY

HDI warrants repair work to be free from defects in workmanship under normal use and service for 90 days from the date of delivery or 25,000 miles on vehicular applications or 500 hours of operation on industrial and marine applications, whichever occurs first, its obligation under this warranty being limited to repair or replacement, at HDI option, of any parts damaged as a result of faulty workmanship. Due to possible internal defects, HDI will not warrant any reused magnafluxed parts. Any new parts used in rebuilding or reconditioning operations are warranted only to the extent of the specific product / component manufacturers' warranty terms and conditions. Parts which are not replaced or those which are reused in rebuilding / reconditioning / repairing operations, and any workmanship not affected by the rebuilding / reconditioning / repairing operation, are warranted only to the extent of any previously existing warranties, if any. Part(s) used to replace parts under warranty will assume the identity of those replaced and be entitled to the remaining warranty coverage, if any. Reasonable labor costs for removal and reinstallation of warrantable failures are covered by this warranty when the component was originally sold, removed and reinstalled by HDI. Labor costs for part removal and reinstallation are not covered by this warranty when the component was purchased "over the counter" and / or installed by others.

WARRANTY PROCEDURE AND CONDITIONS OF SALE

All products / components supplied and repair work done by HDI which may be the subject of any manufacturer's warranty will be billed to the owner by HDI and shall be paid for under standard non warrantable terms and conditions of sale while a warranty claim is being initiated with the manufacturer and the alleged defective parts are being examined. If and when HDI receives a credit from the manufacturer as a result of warranty, credit will be issued to the owner. In the event of any failure of which a warranty claim may be presented, upon discovery of such failures the owner must notify HDI in writing via certified mail. And thereafter follow HDI suggestions relative to the inspection or disposition of the defective / failed product / component and to the repairing and / or replacement thereof. A reasonable time must be allowed to perform the warranty repair after contacting HDI. Repairs will be performed during normal working hours. The foregoing warranties are contingent on the proper application of the product / component by the owner in accordance with the recommendations of the manufacturer thereof and HDI. This warranty shall not apply to any product / component which has been repaired or altered in any way so as in the judgment of HDI to affect adversely their performance and reliability nor which have been subject to misuse, negligence or accident. The liability of HDI arising out of defects shall not in any case exceed the cost of correcting such defects in accordance with the aforementioned warranties, and shall not include any removal and reinstallation charges, transportation charges, towing charges, loss of revenue, or any direct or indirect consequential damages. I standard terms of sale are NET 30 Days, subject to approved credit. HDI reserves the right to require cash payment in the form of a deposit or progress payment on any transaction.

WARRANTY LIMITATIONS

- HDI shall in no event be liable for failures resulting from owner or operator abuse or neglect including but not limited to: operation without adequate coolant, fuel or lubricants; overfueling; overspeeding; lack of maintenance of lubricants, fuels, cooling or air intake systems; improper storage, starting, warm-up, run-in or shutdown practices.
- HDI shall in no event be liable for towing charges; maintenance items such as filter elements, belts, hoses, fluids, etc.; communication / transportation expenses, meals, lodging and incidental expenses incurred by owner or employees of owner; "down-time" expenses, overtime expenses; cargo damages or any business costs and losses of revenue resulting from a warrantable failure.
- · HDI shall in no event be liable for failures resulting from improper repair by others and / or the use of parts not approved by HDI.
 - THE WARRANTIES SET FORTH ABOVE ARE THE SOLE WARRANTIES OF HDI AND ARE IN LIEU OF ANY OTHER WARRANTIES. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED. INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. HDI SHALL NOT BE LIABLE IN ANY EVENT FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. IT'S ONLY OBLIGATIONS UNDER ITS LIMITED WARRANTY BEING THOSE SET FORTH ABOVE. NO ORAL OR WRITTEN STATEMENTS OR REPRESENTATIONS SHALL BE BINDING UPON HDI UNLESS ENDORSED HEREON AND SIGNED BY A CORPORATE OFFICER OF HDI. (HD Industries, 2006)

ATTACHMENT C - REFERENCES

Describe fully at least three contracts performed by your firm that demonstrate your ability to provide the services included with the scope of the specifications. 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	Long Beach Transit
Contact Individual & Title	Frank Spalding
E-mail/Telephone number	fspalding@lbtransit.com / 562-599-8509
Date of Project & Description of services provided including contract amount	Ongoing - Cummins, Detroit Diesel Engine Parts and Service
Customer Agency Name	LA County Fire Department
Contact Individual & Title	Jack Kou
E-mail/Telephone number	jack.kou@fire.lacounty.gov / 323-881-2390
Date of Project & Description of services provided including contract amount	Ongoing - Cummins Diesel Engine Parts and Service
Customer Agency Name	Catalina Express
Contact Individual & Title	Greg Bombard
E-mail/Telephone number	gbombard@catalinaexpress.com / 310-519-7971
Date of Project & Description of services provided including contract amount	Ongoing - Cummins, Detroit Diesel, and Caterpillar Engine Parts and Service
Customer Agency Name	Long Beach Unified School District
Contact Individual & Title	David Lawson
E-mail/Telephone number	dlawson@lbschools.net / 562-997-8000
Date of Project & Description of services provided including contract amount	Ongoing - Cummins, Detroit Diesel Engine Parts and Service
Customer Agency Name	Sun Metro
Contact Individual & Title	Juan Silva
E-mail/Telephone number	juan.silva@mvtransit.com / 702-647-5153
Date of Project & Description of services provided including contract amount	Ongoing - ZF Transmission Parts and Service

ATTACHMENT D – PRICING PAGE

PRICING – Successful bidder to furnish all labor, materials, equipment, supervision, handling and transportation charges, and all charges incidental to the requested services. The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided. This section shall include the proposed costs to provide the services as described in scope of work. The OCFA reserves the right to award multiple contracts, therefore separate contracts may be awarded, if it is deemed to be in the best interest of the OCFA.

ESTIMATED QUANTITIES NOT GUARANTEED - The estimated quantities specified herein are not a guarantee of actual quantities, as the OCFA does not guarantee any particular quantity of parts or services during the term of this contract. The quantities may vary depending upon the actual needs of the Department.

PARTS CONTRACT PRICING

- Unit Price: include everything but sales tax
- **Delivery Costs:** include delivery costs in unit price. Bid price must be the delivered price per item
- Sales Tax: do not include sales tax in the unit price. OCFA will add the appropriate sales tax to each order.

Line Item #	DESCRIPTION	P/N	U/M	QTY	Unit Price	Total
1	BOLT ASSY	23522281	Each	80	\$ 6.84	\$ 547.20
2	KIT, FILTER, 4" SUMP	29558118	Each	12	\$ 46.03	\$ 552.36
3	NUMATIC CONTROL V _{Core \$250.00}	Each R23536834	Each	7	\$ 413.54	\$ 2894.78
4	EGR PRESSURE SENSOR	23531964	Each	7	\$ 94.88	\$ 664.16
5	VALVE COVER GASKET	23511991	Each	10	\$ 30.44	\$ 304.40
6	HOSE	5107607	Each	9	\$ 13.53	\$ 121.77
7	SPEED SENSOR ASSY	23013334	Each	4	\$ 112.77	\$ 451.08
8	HOSE	23533441	Each	4	\$ 11.84	\$ 47.36
9	VALVE COVER GASKET	23539103	Each	8	\$ 43.01	\$ 344.08
10	POSITION SENSOR	23527339	Each	5	\$ 20.83	\$ 104.15
11	THERMOSTAT KIT	23532436	Each	6	\$ 34.89	\$ 209.34
12	THERMOSTAT KIT	23533492	Each	2	\$ 24.98	\$ 49.96
13	SENSOR ASSEMBLY	29544139	Each	4	\$ 67.00	\$ 268.00
14	EGR VALVE Core \$187.50	R23538932	Each	4	\$ 304.53	\$ 1218.12
15	EGR VALVE	R23539301	Each	6	\$ 933.03	\$ 5598.18
16	POSITION SENSOR	23527338	Each	3	\$ 22.53	\$ 67.59
17	TURBO BOOST SENSOR	23527829	Each	2	\$ 55.14	\$ 110.28
18	TEMPERATURE SENSOR	23527830	Each	2	\$ 14.52	\$ 29.04
19	TENSIONER	23530583	Each	3	\$ 177.25	\$ 531.75
20	SENSOR ASM-SPEED	29543435	Each	2	\$ 87.20	\$ 174.40
21	TURBOCHARGER	E23539571	Each	3	\$3933.61	\$ 11800.83
22	TURBOCHARGER CORE CHG	E23539571	Each	3	\$ 625.00	\$ 1875.00
23	A/THROT INT	EA4600900065	Each	4	\$ 142.97	\$ 571.88

Submittal Documents

Solicitation No. JA2224 - Detroit Diesel Engines: Parts and Repair Services

Line Item #	DESCRIPTION	P/N	U/M	QTY	Unit	Price	То	tal
24	A/THROT INT CORE CHG	EA4600900065	Each	4	\$ 63	2.50	\$	250.00
25	HARN SENSOR	23537067	Each	4	\$ 5	5.41	\$	221.64
26	SENSOR	23527831	Each	3	\$	10.92	\$	32.76
27	HARNESS ASM	23539095	Each	3	\$ 334	1.06	\$	1002.18
28	HARNESS	23539314	Each	3	\$ 15	54.75	\$	464.25
		al.	ТОТА	L AMC	UNT	\$	\$	30,506.54

Provide details on the pricing structure that will be offered to OCFA for parts/supplies not specifically listed above, (for example Discount % off MSRP). Supplier shall furnish upon request a copy of price list:

Cost Plus 12%

SERVICE RATES PRICING

Labor Type	Hourly Rate
1. Diagnosis Hourly Labor Rate	\$120.00
2. Standard Repair Hourly Rate – Shop	\$120.00
3. Standard Repair Hourly Rate – Field	\$120.00
4. Overtime Hourly Rate – Shop	\$180.00
5. Overtime Hourly Rate – Field	\$180.00
6. Weekends/Holidays Labor Rate – Shop	\$180.00/\$240.00
7. Weekends/Holidays Labor Rate – Field	\$180.00/\$240.00

PARTS PRICING FOR SERVICE/REPAIRS

Provide details on the pricing structure that will be offered to OCFA for parts needed as part of a repair/service (for example Discount % off MSRP or Cost Plus 12 %). Supplier shall furnish upon request a copy of price list.

Cost Plus 12%

PICK-UP AND DELIVERY FEES

Description	1 - 6	Price
1. Round Trip Pick-up and Delivery of Vehicle/Equipment, if applicable	\$	N/A

ADDITIONAL PRICING COSTS TO BE CONSIDERED

The following scenarios provide an example of some repairs that may be requested. For evaluation purposes, Bidders are requested to provide estimates based on the scenarios listed below. Include all OEM parts, part numbers, and their individual costs, labor hours and rate for each task, and total cost to complete repair.

Parts and Labor Scenarios All pricing will include parts, fluids, labor, tools, materials, and incidentals necessary to complete the work (adhesives, cleaners, sealants, electrical connectors, wire, fasteners, rages, etc.)	Part #:	Description:	(A) Parts Cost: Include all Part Numbers and Individual Unit Prices	(B) Estimated # of Hours to Complete	(C) Hourly Labor Rate	Total Cost to Complete Repair = A+(BxC)
1999 KME Detroit Series 60 Engine model #06R0515474		><			\times	> <
1. Set of New Injectors Replacement			\$1,883.51	4	\$120.00	\$2,363.51
	R5237045S	Injector 6-pack	\$1,800.50			
	23522269	V/C gasket	\$43.01			
	Misc	Misc	\$40.00			
			00 (10 00	10	£120.00	#2 840 2 6
2. Reman. Cylinder Head Replacement	D00505566		\$2,640.29	10	\$120.00	\$3,840.29
	R23525566	Head Asm	\$2,218.81			
	23532333	Gasket Set	\$149,11			
	23530768	Head Bolts Misc	\$232.38 \$40.00			
	Misc	IVIISC	\$40.00	=======================================		
3. Reman. Turbo Replacement			\$1,569.12	4	\$120,00	\$2,049.12
2. Remain Pares Replacement	R23528066	Turbo Asm	\$1,529.12			
	Misc	Misc	\$40.00			
4. Reman. ECM Replace and Reprogram			\$2,090.37	1	\$120,00	\$2,210,37
	R23519308	ECM	\$1,795.37			
	Re-cal	Re-cal	\$295.00			
5. Reman. Water Pump Replacement			\$409.66	3	\$120.00	\$769.66
	R23539929	Water Pump	\$369.66			
	Misc	Misc	\$40.00			
6. In Frame Engine only (not including: Head, Turbo, or Injectors)			\$3,800.44	45	\$120.00	\$9,200.44
	R23532577	Basic O/H Kit	\$3,005.96			
	23531606	Brg kit	\$336.39			
	23539103	Gasket Rkr	\$43,01			
	23512901	Regulator VIv	\$43.20			
	23528691	Relief Vlv	\$78.36			
	8929102	Gsk V/cvr	\$43.53			
	Misc	Misc	\$250,00			
2007 E-One Detroit Series 60 Engine						$\overline{}$
model #06R0952924 1. Set of New Injectors Replacement			\$2,478.52	4	\$120.00	\$2,958.52
1. Bot of from hijoctors (copiaconion)	R414703002S	Injector 6-Pack	\$2,395.51		2.2000	52,700 52
	23522269	Gasket Rkr	\$43.01			
	Misc	Misc	\$40.00			
2 Reman Cylinder Head Replacement			\$2,985,35	12	\$120.00	\$4,425,35
	R23538858	I-lead Asm	\$2,517.19			
	23532298	Gasket Set	\$85.78			
	23530768	Head Bolts	\$232,38			
	Misc	Misc	\$150.00			
2 D			¢1,000,00	4	¢130.00	£2 472 02
3. Reman, Turbo Replacement	D22524260	Turks Asset	\$1,992.92	4	\$120.00	\$2,472.92
	R23534360	Turbo Asm	\$1,952.92	L		

Parts and Labor Scenarios All pricing will include parts, fluids, labor, tools, materials, and incidentals necessary to complete the work (adhesives, cleaners, sealants, electrical connectors, wire, fasteners, rages, etc.)	Part #:	Description:	(A) Parts Cost: Include all Part Numbers and Individual Unit Prices	(B) Estimated # of Hours to Complete	(C) Hourly Labor Rate	Total Cost to Complete Repair = A+(BxC)
4. Reman, ECM Replace and Reprogram			\$1,651.03	1	\$120,00	\$1,771.03
	R23535990	ECM	\$1,356.03			
	Re-cal	Re-cal	\$295.00			
			#407.06	10	@120.00	¢1.697.06
5. Reman, Water Pump Replacement	D02525015	W. D	\$487.96	10	\$120.00	\$1,687.96
	R23535017	Water Pump	\$380,73			
	235330431	Cover	\$45.51			
	23530433	Ring	\$17.60			
	23538543	Seal	\$4,12			
	Misc	Misc	\$40.00			
6. In Frame Engine only (not including: Head, Turbo, or Injectors)			\$3,832.98	48	\$120,00	\$9,592,98
	R23537130	Basic O/H Kit	\$3,060.99			
	23533692	Brg Kit	\$298.21			
	23539103	Gasket Rkr	\$43.01			
	23512901	Regulator VIv	\$43.20			
	23528691	Relief Vlv	\$78,36			
	23539104	Gasket Pan	\$59.21			
	Misc	Misc	\$250,00			
7. New V-pod Replacement			\$413.54	1.5	\$120.00	\$593.54
7. New V-pod Reprocement	R23536834	NumaticValve	\$413.54			
8. New Delta Pee Sensor Replacement and Clean Tubes			\$94.88	1.5	\$120.00	\$274.88
	23531964	Sensor	\$94.88			
9. New EGR valve and Reman. EGR Cooler Replacement			\$4,345.57	8	\$120,00	\$5,305.57
	R23539301	EGR Valve	\$933.03			
	RE23538835	EGR Cooler	\$3,372.54			
	Misc	Misc	\$40.00			
2009 KME Detroit Series 60 Engine model #06R1024897	\sim	><			>	>
Set of New Injectors Replacement			\$2,687.10	4	\$120.00	\$3,167.10
	RFE4E00001S	Injector 6-Pack	\$2,573.65			
	23511991	Gasket Rkr	\$30.44			
	23539103	Gasket Rkr	\$43.01			
	Misc	Misc	\$40.00			
Reman, Cylinder Head Replacement			\$3,810.89	12	\$120,00	\$5,250.89
z. Remain Cynnuci riead Replacement	R23538857	Head Asm	\$3,152.28	1-1-	ψ120,00	Ψυ,200,00
			\$276.23			
	23538506	Gasket Kit				
	23530768	Bolts	\$232.38			
	Misc	Misc	\$150.00			

Parts and Labor Scenarios All pricing will include parts, fluids, labor, tools, materials, and incidentals necessary to complete the work (adhesives, cleaners, sealants, electrical connectors, wire, fasteners, rages, etc.)	Part #:	Description:	(A) Parts Cost: Include all Part Numbers and Individual Unit Prices	(B) Estimated # of Hours to Complete	(C) Hourly Labor Rate	Total Cost to Complete Repair = A+(BxC)
Reman, Turbo Replacement			\$3,973.61	4	\$120.00	\$4,453 61
DI TOMBO TOP MODIFICA	RE23539571	Turbo	\$3,933.61			
	Misc	Misc	\$40.00			
4. Reman. ECM Replace and Reprogram			\$862,31	3	\$120.00	\$982,31
	RA0054467840	ECM	\$567,31			
	Re-cal	Re-cal	\$295.00			
5. Reman. Water Pump Replacement			\$575.90	10	\$120_00	\$1,775.90
	R23538637	Water Pump	\$535,90			
	Misc	Misc	\$40,00			
6. In Frame Engine only (not including: Head, Turbo, or Injectors)			\$4,124.56	48	\$120.00	\$9,884.56
	R23539316	Basic O/H Kit	\$3,322.13			
	23533692	Brg Kit	\$298.21			
	23511991	Gsk Lwr	\$30,44			
	23539103	Gsk Rkr	\$43.01			
	23512901	Reg Vlv	\$43,20			
	23528691	Relief Vlv	\$78,36			
	23539104 Misc	Gsk Pan Misc	\$59,21 \$250.00			
7. New Intake Throttle Valve Replacement			\$142,97	2	\$120.00	\$382.97
	EA4600900065	Valve Throttle	\$142.97			
8, New EGR Valve and Reman, EGR Cooler Replacement			\$1,895,44	8	\$120.00	\$2,855.44
	E23538932	EGR Valve	\$406.04			
	E23537387	EGR Cooler	\$1,449.39			
	Misc	Misc	\$40.00			•
9. New DPF Filter (Muffler) Replacement			\$3,365,17	2	\$120.00	\$3,605.17
	EA6804908692	DPF	\$3,230.25			
	A4709970045	Gaskets	\$86.11			
	AMS013-1 Misc	Gasket Misc	\$8.81 \$40.00			
10 Class wints DDF Fit (M CO)						
10, Clean existing DPF Filter (Muffler) and Replace			\$465,32	2	\$120.00	\$705.32
	DPFLEV2	Clean & Bake DPF	\$330.40			
	A4709970045	Gaskets	\$86.11			
	AMS013-1 Misc	Gaskets Misc	\$8.81			
			2.000			
11. New DPF Dozer Injector Replacement	RA4720700446	Danes In	\$153,16 \$153,16	1	\$120.00	\$273,16
	KA4720700446	Dozer - Inj	\$133.10			
12. New DPF Sensor			\$94.88	1.5	\$120.00	\$274.88
	23531964	Sensor	\$94.88			

Submittal Documents	Solicitation No. JA2224 – Detroit Diesel Engines: Parts and Repair Services
GOVERNMENT / CO-OPERA contract? YESNO_X	ATIVE CONTRACT: Is your pricing based on a Government or Co-operative —
If yes, please provide details of w	hich agency and contract the pricing is based on:
changes after the first year of the percentage increase in the U.S. I SERVICES in the Los Angeles-R will be determined by comparing average (January through June 2 decreases will automatically be adjustments, in writing, 30 days p	pricing shall remain fixed for the initial one (1) year term of the contract. Price contract shall be negotiated, but shall not exceed three (3) percent per year or the Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, iverside-Orange County, CA Area, whichever is lower. The price adjustment rate the percentage difference between the CPI in effect for the BASE year six month 2017; and each January through June six month average) thereafter. All price extended to the Orange County Fire Authority. Contractors must request price prior to the renewal date. If a contractor fails to request a CPI price adjustment 30 to the adjustment will be effective 30 days after the OCFA receives their written trice adjustments will be allowed.
of the proposal to other public a contract. When the Offeror extended	Geror shall indicate below if they will extend the same prices, terms, and conditions gencies. Offeror's response to this question will not be considered in award of ds the prices, terms, and conditions of this proposal to other public agencies, the or and the other agencies, and the Orange County Fire Authority shall bear no contracts. Yes X No
ADDITIONAL INFORMATIO	N – Provide any additional information you would like OCFA to consider:
>	
	nt to delivery and acceptance of delivery, the supplier must submit an invoice for extronically to: ap@ocfa.org or mailed to:
Orange County Fire Auth Attention: Accounts Paya PO Box 53008	

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

Irvine, CA 92619

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.

ATTACHMENT E - PARTY AND PARTICIPANT DISCLOSURE FORMS

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

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

ORANGE COUNTY FIRE AUTHORITY BOARD OF DIRECTORS

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

Craig Green, Director
City of Placentia

Tim Brown, Director City of San Clemente

Juan Villegas, Director City of Santa Ana

David John Shawver, Director City of Stanton

> Bill Nelson, Director City of Villa Park

Eugene Hernandez, DirectorCity of Yorba Linda

Todd Spitzer, DirectorCounty of Orange

Ed Sachs, Vice Chair City of Mission Viejo

Robert 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, DirectorCity of Los Alamitos

Carol Gamble, Director City of Rancho Santa Margarita

Sergio Farias, Director City of San Juan Capistrano

Ellery Deaton
City of Seal Beach

Al Murray, Director City of Tustin

Tri Ta, Director
City of Westminster

Lisa Bartlett, Director County of Orange

ORANGE COUNTY FIRE AUTHORITY - PARTY DISCLOSURE

The attached <u>Party Disclosure Form</u> must be completed and submitted by the Offeror and subcontractors with the proposal by all firms subject to the campaign contribution disclosure requirements stated in Section VI this solicitation.

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 venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any board member 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."
- To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different

Submittal Documents

Solicitation No. JA2224 – Detroit Diesel Engines: Parts and Repair Services

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.

PARTY DISCLOSURE FORM

Party's Name: Harbor Diesel and Equipment, Inc.
Party's Address: 537 W. Anaheim St.
Long Beach, CA 90813
Party's Telephone: 562-591-5665
Solicitation Title and Number: Solicitation No. JA2224 - Detroit Diesel Engines: Parts and Repair Services
Based on the party disclosure information provided, are you or your firm subject to party disclosures?
No 🗵 If no, check the box and sign below. Yes 🗌 If yes, check the box, sign below and complete the form.
Date: 10/12/2017 *** ********************************
Signature of Party and or Agent
To be completed only if campaign contributions have been made in the preceding twelve (12) months. Attach additional copies if needed. Board Member(s) to whom you and/or your agent made campaign contributions and dates of contribution(s) in the preceding 12 months: Name of Member: Name of Contributor (if other than Party): Date(s): Amount(s):
Name of Member:
Name of Contributor (if other than Party):
Date(s):
Amount(s):

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

ORANGE COUNTY FIRE AUTHORITY - PARTICIPANT (AGENT) DISCLOSURE

The <u>Participant Disclosure Form</u> 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.
- 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

Submittal Documents

Solicitation No. JA2224 – Detroit Diesel Engines: Parts and Repair Services

- of a law, architectural, engineering, or consulting firm, or a similar business entity or corporation, both the business entity or corporation and the individual are agents.
- 4. To determine whether a campaign contribution of more than \$250 has been made by a participant or his or her agent, contributions made by the participant within the preceding 12 months shall be aggregated with those made by the agent within the preceding 12 months or the period of the agency, whichever is shorter. Campaign contributions made to different members or alternates are not aggregated.
- 5. A list of the members and alternates of the Board of Directors is attached.

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

PARTICIPANT (AGENT) DISCLOSURE FORM

Prime's Firm Name:			
Party's Name:			
Party's Address:			
Party's Telephone:			
Solicitation Title and Number:			
Based on the participant disclosure information provided, are you or your firm subject to participant disclosures?			
No [If no, check the box and sign below. Yes [If yes, check the box, sign below and complete the form.			
Date:			
Signature of Party and/or Agent			
Board Member(s) to whom you and/or your agent made campaign contributions and dates of contribution(s) in the preceding 12 months: Name of Member:			
Name of Contributor (if other than Party):			
Date(s):			
Amount(s):			
Name of Member:			
Name of Contributor (if other than Party):			
Name of Contributor (if other trial Party).			
Date(s):			



Orange County Fire Authority AGENDA STAFF REPORT

Executive Committee Meeting November 16, 2017

Agenda Item No. 3E Consent Calendar

Sole Source Request for FATPOT Regional CAD2CAD System Upgrade

Contact(s) for Further Information

Dave Anderson, Assistant Chief <u>daveanderson@ocfa.org</u> 714.573.6006

Support Services Department

Joel Brodowski, IT Manager joelbrodowski@ocfa.org 714.573.6421

Summary

This agenda item is submitted for approval to issue a sole source contract with FATPOT Technologies, LLC to upgrade the Regional CAD2CAD system.

Prior Board/Committee Action

On September 27, 2007, the Executive Committee approved a grant-funded contract with FATPOT Technologies to implement Regional Automatic Vehicle Location (AVL) interoperability for the fire agencies in Orange County. CAD2CAD (C2C) interoperability capabilities were added to the FATPOT Regional AVL system in 2009.

RECOMMENDED ACTION(S)

- 1. Approve and authorize the Purchasing Manager to issue a sole source contract to FATPOT Technologies, LLC in the amount of \$179,000 to provide professional services to upgrade the FATPOT Regional CAD2CAD system.
- 2. Approve and authorize the Purchasing Manager to add a 10% contingency budget of \$17,900 to the contract for additional services that may be required during implementation. Board Chair notification is required before use of the contingency budget.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Sufficient funding exists in the approved FY 2017/18 Budget.

Background

Sole Source Justification

FATPOT Technologies, LLC is the sole proprietor of C2C technology used by the OCFA, Costa Mesa Fire, Laguna Beach Fire, and Metro Net Dispatch JPA. They were selected after a competitive RFP process to implement and maintain an AVL system in 2007 for the OCFA, and a Regional AVL system used by all fire agencies in Orange County. The Regional AVL system provided a single map and common operating platform for each participating agency to view emergency apparatus. A Regional Cooperative Agreement was established between the participating fire agencies and administration of the system delegated to OCFA on behalf of the Orange County Fire Chiefs Association (OCFCA). Regional C2C functionality was added to the Regional AVL system in 2009.

In September 2015, the OCFCA Operations subcommittee recommended to the OCFCA Fire Chief's group that the Dispatch agencies work together to enhance C2C functionality by exchanging AVL data between their four CAD systems. FATPOT modified and upgraded the C2C software at no charge and in June 2016, the use of AVL for automatic aid recommendations on high priority incidents was implemented and currently approximately 30 unit requests for automatic aid occur daily between the four Dispatch agencies. On October 19, 2017, the OCFCA recommended upgrading the Regional C2C system to the current Next Generation (NG) C2C and approved staff to bring the project before the OCFA Executive Committee, to seek approval to initiate the project.

The Regional C2C technology is built on the Regional AVL's ten-year-old system and needs to be upgraded to utilize advances in computer hardware and software. Due to its age, the system is experiencing performance issues that can occur during peak incident activity that have required its disconnection on several occasions. Dispatchers must then use manual procedures to request resources from other agencies.

Upgrading the Regional Dispatch agencies to FATPOT's NG C2C is complex and is estimated to take 12–18 months to complete. If this project is approved, staff will work with each dispatch agency and their CAD vendor to develop a detailed Scope of Work (SOW) for the required interface upgrades. A Rough Order of Magnitude (ROM) budget estimate of \$242,000 has already been developed for the four CAD interface upgrades, though it's possible that developing the SOW may expose additional costs not accounted for in the ROM. Total interface costs will be presented to the Executive Committee for approval at a future meeting before expenditure of project funds for the CAD interface development is approved.

FATPOT has agreed to provide the NG C2C software licenses at no charge (resulting in a savings of \$334,269). Professional services for this project are discounted 50% (\$100/hour vs. regular \$200/hour) to install, configure, and deploy the NG C2C system. Project costs and annual maintenance will be charged to OCFA, and the Regional partner agencies will re-pay their cost-share to the OCFA through a cost-recovery process similar to the existing Regional AVL Cooperative; e.g., each fire agency's area of coverage is determined as a percentage of the entire county, and that value is averaged with other metrics including miles of streets, number of address points, number of calls, etc. in the area of coverage to determine the agency's cost-share.

Staff recommends authorizing the Purchasing Manager to issue a sole source contract for \$179,000 to FATPOT Technologies, LLC, for professional services to upgrade the OCFA's Regional C2C system with a 10% contingency budget of \$17,900 for a total not to exceed price of \$196,900, and to approve staff to begin developing a detailed SOW for the CAD interface development part of the project. The costs for the CAD interface development will be brought back to the Executive Committee at a future meeting for approval.

FATPOT Professional Services	Contingency Budget	Total FATPOT Contract
1,790 hours X \$100/hour \$179,000	10% \$17,900	\$196,900

Attachment(s)

- 1. Proposed Technology Services Agreement
- 2. Sole Source Justification Form



SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement (the "<u>Agreement</u>") is entered into as of November 8, 2017 (the "<u>Effective Date</u>") by and between:

FATPOT TECHNOLOGIES, LLC
a Utah limited liability company
655 Medical Drive
Suite 100
Bountiful, Utah 84010
(hereinafter referred to as "FATPOT")

Orange County Fire Authority 1 Fire Authority Road Irvine, California 92602

(hereinafter referred to as "Customer" OR "OCFA")

FATPOT and Customer may be severally referred to as a "Party" or collectively referred to as "Parties".

- 1. **DEFINITIONS.** Whenever used in this Agreement, the following terms shall have the meanings assigned herein. Additional terms may be defined in the context in which they are first used.
- 1.1. "Agreement" shall mean this Agreement and any attached reference documents or Exhibit as those may be amended, modified or supplemented from time to time.
- 1.2. "Capitalization" Capitalized terms not defined herein shall have the meaning set forth in the Agreement.
- 1.3. "Confidential Information" shall mean all corporate information and material of a sensitive, proprietary, or non-public nature originating within the disclosing Party, whether in electronic, hard copy or other form, and disclosed as necessary between the Parties in a contractual agreement, but not made openly available or disclosed to the public nor any third party, unless such disclosure to a specific third party is consented to in writing by the disclosing Party. Confidential Information includes without limitation, information, data and materials relating to the disclosing Party's business, customers, personnel, trade secrets, internal processes, elements of the disclosing Party's information technology infrastructure, and any of the disclosing Party's information not generally available to the public. Confidential Information shall not include information which:
 - a) is at the time of its disclosure already in the public domain and readily available to the public; or,
 - b) is independently developed by the receiving Party without reference to or prior knowledge of the disclosing Party's Confidential Information; or
 - c) was already legally in the possession of the receiving Party prior to its disclosure by the disclosing Party and not subject to any agreement of confidence between the receiving and disclosing Parties; or,
 - d) is obtained by the receiving Party from a third party authorized to possess and disclose such information without restriction; or

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- e) gets into the public domain via an authorized release from the disclosing Party and not via another party's unauthorized, wrongful, illegal or negligent release of this information to the public.
- 1.4. "Change Order" means work added to or deleted from the original scope of work as described in the Pricing Schedule and/or Statement of Work attached herein to this Agreement which alters the original scope, agreement amount, and/or completion date.
- 1.5. "<u>Customer Environment</u>" means the computing facilities consisting of the operating computers, operating systems and other equipment and systems into which Customer intends to integrate and use the Product.
- 1.6. "<u>Documentation</u>" means any user manuals, operating instructions, descriptions, or other written directions provided to Customer by FATPOT in connection with the Product.
- 1.7. "<u>Feature Upgrade</u>" means an optional, premium feature of a Product that FATPOT may offer to Customer at an additional fee.
- 1.8. "Fee(s)" mean all monetary amounts owed by Customer to FATPOT for the Product, License(s), Additional License(s), Feature Upgrade(s), Module(s), Technical Services, and Professional Services, as set forth herein or in attached reference documents or Change Orders as applicable.
- 1.9. "Maintenance Release(s)" means a Software program fix or improvement that solves a problem or enhances the performance of the Product(s), but does not necessarily expand the functionality of the Product(s).
- 1.10. "Module(s)" means software containing altered and/or new functionality that does not fall within the scope of the applicable version of the standard Software licensed under this Agreement and that FATPOT may offer to Customer at an additional fee.
- 1.11. "Pricing Schedule" means the Pricing Schedule attached hereto and incorporated herein which sets forth the price for Products and Services ordered by Customer hereunder.
- 1.12. "Product" means, individually and collectively, any Software, Module(s) and/or Feature Upgrade, Document(s) acquired by Customer through FATPOT or its authorized Reseller(s).
 - 1.13. "Reseller" means a company or individual authorized by FATPOT to sell Product(s)
- 1.14. "Software" means the standard software components as described in the Pricing Schedule or Statement of Work including Maintenance Release(s), if any.
- 1.15. "Statement of Work" means the Statement of Work attached hereto and incorporated herein (sometimes referred to herein as the "SOW") describing the Products, Professional Services, and /or Technical Services to be provided by FATPOT to Customer. If no pricing is detailed in the Pricing Schedule or Statement of Work, pricing for Products and Services shall be the FATPOT prices in effect at the time such Products or Services are ordered.

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- 2. **PRIOR AGREEMENTS SUPERSEDED.** This Agreement between the Parties contains all the terms and conditions that govern the rights, responsibilities, and obligations of the Parties during the term of this Agreement. This Agreement supersedes and replaces any prior or existing agreement between FATPOT and Customer, and incorporates any and all prior and ongoing agreements between the Parties. Such prior agreements, if any, shall be governed by the terms and conditions of this Agreement as if such agreements were issued hereunder. This Agreement may not be amended except in writing signed by both Parties expressly referring to which portion(s) of the Agreement are to be amended.
- 3. **AGREEMENT DOCUMENTS.** This Agreement shall consist of the documents listed below. The Exhibits listed below are incorporated herein and made a part of this Agreement by this reference.
 - 3.1. <u>Exhibit A</u> Professional Services
 - 3.2. Exhibit B Technical Services
 - 3.3. Exhibit C Statement of Work
 - 3.4. Exhibit D Pricing Schedule

4. TERM AND TERMINATION.

- 4.1. <u>Term.</u> This Agreement shall commence upon the Effective Date and will remain in effect until terminated pursuant to Section 4 hereof.
- 4.2. <u>Termination for Cause</u>. In the event of a material breach of this Agreement, the non-breaching Party may notify the other Party in writing of the material breach and the breaching Party will have thirty (30) days to affect a cure to such material breach. If the breaching Party does not affect such a cure to the material breach within the aforementioned thirty (30) days, the non-breaching Party may terminate this Agreement immediately without further notice to the breaching Party.
- 4.3. <u>Termination because of Non-Renewal</u>. This Agreement shall terminate, after the initial License Term, as defined in Section 8, if either Party notifies the other of its decision to terminate by providing the other Party sixty (60) days written notice prior to the expiration of the License Term then in effect.
- 4.4. <u>Effects of Termination</u>. Upon termination of this Agreement, without prejudice to any other rights or remedies which the Parties may have, (a) all rights licensed and obligations required hereunder shall immediately cease; provided that provisions with express survival language shall survive termination, (b) Customer will promptly delete and destroy all instances of the Product and the Documentation in its possession or control, and (c) except as expressly set forth herein, Customer shall immediately pay to FATPOT any outstanding Fee(s) prorated prior to the date of termination.
- 5. PRODUCT; STATEMENT OF WORK; SERVICES; EQUIPMENT; CHANGES.
- 5.1. <u>Product</u>. All Product to be acquired by Customer hereunder is set forth in the Pricing Schedule and/or Statement of Work. After the Effective Date of this Agreement, FATPOT will put the Product at Customer's disposal for use in accordance with the timeframes set forth in the SOW. All deliveries of Product shall be inclusive of the corresponding Documentation. The risk of loss of, theft of or damage to the Product or other items delivered to Customer under this Agreement shall pass to



Customer when Customer or any third party appointed by Customer comes into possession of these items.

- 5.2. Statement of Work. All Statements of Work entered into by the Parties shall be executed by authorized representatives of both Parties and attached hereto. Each Statement of Work will set forth at least the following: (a) all Product being acquired under this Agreement, (b) the Professional, and Technical Services, if any, to be performed (individually and collectively the "Services"), (c) any deliverables resulting from the Services (the "Deliverables"), (c) any specifications or other requirements pertaining to the Services or Deliverables ("Specifications"), (e) the schedule for performance of the Services ("Schedule"), (f) a detailed description of the Customer Environment and minimum technical speciation requirements for such, (g) any applicable assumptions or conditions, and (h) any other terms mutually agreed upon by the parties. Multiple Statements of Work may be outstanding at any particular time.
- 5.3. <u>Technical Services</u>. FATPOT Licenses and renewables thereof include Technical Services and Maintenance Releases, in accordance with, and subject to, the terms of the Technical Services Exhibit attached and referred to herein.
- 5.4. <u>Professional Services</u>. FATPOT will provide Professional Services, if requested by Customer, in accordance with, and subject to, the terms of any attached Professional Services Exhibit.
- 5.5. Changes. Customer may request changes to any particular Product, SOW, or Services by providing FATPOT with a written request that describes the desired change (or "Amendment"). Prior to implementing any Amendment and before the Customer incurs any costs associated with any proposed Amendment, FATPOT will provide Customer with a written quotation or Change Order which specifies any change(s) in scope, the applicable increase or decrease in the cost and/or the time that will be necessary to implement the Customer requested changes specified within the requested Amendment. Provided that either the terms and conditions of the written Change Order are acceptable to the Customer as presented or the terms and conditions are acceptably modified through additional negotiation, the resulting, mutually agreed upon change(s) in scope, and any associated increase or decrease in the cost and/or time required, shall be incorporated into a Change Order and, prior to FATPOT performing any work based on the Amendment request, the Change Order must be approved/signed and awarded by authorized representatives of both Parties.
- 6. **FEATURE UPGRADES AND MODULES.** FATPOT may from time to time make Feature Upgrades or additional Modules available to Customer. In addition to the terms and conditions of this Agreement, some Feature Upgrades and Modules may be subject to the Customer's prior agreement to certain use restrictions required by FATPOT or its authorized Resellers. The Customer's agreement to such restrictions, if any, shall be evidence by an Amendment to this Agreement signed by both Customer and FATPOT. Any additional or separate pricing associated with a Feature Upgrade and/or Modules will be set forth on a revised, supplemented or amended Pricing Schedule or Change Order.



7. PAYMENT TERMS AND CONDITIONS.

- 7.1. <u>Pricing</u>. The pricing to Customer shall be as set forth in an attached Pricing Schedule and/or Statement of Work, Technical Services Exhibit, Professional Services Exhibit, or Change Order as applicable.
- 7.2. Invoicing. FATPOT shall invoice Customer for Fee(s) due under this Agreement. The Invoice for Fee(s) may be prorated based upon the mutually agreed upon terms and conditions set forth in the Pricing Schedule, SOW, any associated SOW Amendment(s), or Change Order(s), but will be issued in no event later than thirty (30) days after the Product or any portion thereof is installed and operational in the Customer Environment in a non-test mode which permits Customer's operational use of the Product, or any part thereof. Customer agrees to pay FATPOT, within thirty (30) days of receipt of an invoice, all undisputed amounts in the invoice. Any undisputed amount not paid within thirty (30) days of receipt of the invoice shall accrue interest at the rate of one and one-half percent (1.5%) per month until paid in full. With respect to any disputed amount, Customer shall provide FATPOT with a written notice of such a dispute within thirty (30) days of Customer's receipt of the relevant invoice. The notice will cite the basis for the dispute, as well as supporting details sufficient to permit FATPOT to cure the dispute. Customer shall send all payments to the address included on the invoice. All amounts payable shall be in U.S. currency. The invoice will also include any and all applicable sales, use and other taxes for which Customer is responsible. If Customer is a tax exempt entity, Customer shall provide FATPOT with proof of such exemption upon execution of this Agreement.

8. LICENSE GRANTS, RESTRICTIONS ON USE, AND HARDWARE.

8.1. <u>License Grants</u>. Subject to the terms of this Agreement, including the applicable license implementation described in Section 8.2 below, and during the Term of this Agreement, FATPOT grants to Customer a limited, worldwide, non-exclusive, non-sub licensable, non-transferable license ("License") to: (a) install and use (i) the Product (in executable format and except as stated below) in Customer's Environment on Customer's server and/or computers as further outlined on the Pricing Schedule and/or Statement of Work and (ii) any related plug-ins or components on, as applicable, Customer's server and/or computers; (b) install and use the Product in the Customer's Environment to support production, test, and staging configurations; (c) use and permit a number of its employees as specified on the Pricing Schedule and/or Statement of Work (together with the Customer, the "Users") to use the Product (including any plug-ins or components) solely in connection with the Customer's business; and (d) use and make a reasonable number of copies of the Documentation provided; Customer agrees that the Product is not to be used by any other agency, department, jurisdiction, individual or entity not expressly listed on the Pricing Schedule and/or Statement of Work. Certain Feature Upgrades and Modules, or the Product, if indicated by a hosting services Exhibit, are provided on a hosted software-as-a-service basis and, in such instances, Customer will not install the Product, Feature Upgrades or Modules, but rather will access such Product, Feature Upgrades and Modules as set forth in the applicable Exhibit. Except as specifically authorized herein, neither this Agreement, nor any right, license or obligation hereunder, may be transferred, assigned, delegated, or sublicensed, in whole or in part, by Customer without FATPOT's prior written consent and any attempt to the contrary shall be void and of no legal effect.

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8.2. <u>License Duration; Renewals, Restrictions, Services.</u>

- a) The License is limited in time and is only applicable during the Term of this Agreement and any renewal thereof and under the condition that Customer continuously pays all Fee(s) due in a timely manner and in full when invoiced in accordance with Section 7.2 above. The term of the License will commence on the invoice date for the Product and will continue for the period of time set forth on the Pricing Schedule and/or Statement of Work (the "Term").
- b) After the initial License Term, the License shall automatically renew in twelve (12) month increments unless either Party notifies the other of its decision to terminate by providing the other Party sixty (60) days written notice prior to the expiration of the License Term then in effect. The License Fee for the renewal License Term shall be the higher of: i) FATPOT's then current rates which are in effect at the time that the License Term is renewed, or ii) the License Fee will be adjusted each year compounded annually at the commonly accepted Consumer Price Index-Urban (CPI-U) for the Los Angeles-Riverside-Orange County, CA area for the previous 12-month period, or an increase of three percent (3%), whichever is lower.
- 8.3. <u>Users License Restrictions</u>. Customer acknowledges and understands that the Software is written in a specific programming language for use with specific operating systems and is to be used on only the hardware platforms identified as the Customer Environment, as set forth in the Pricing Schedule and/or Statement of Work. Customer may implement the Product on one computer server or multiple computers for use in its Customer Environment by no more than the number of Users or Licenses specified in the attached Pricing Schedule. The number of computer servers or licensed Users may be increased by acquiring additional User Licenses from FATPOT (each, an "Additional License"). The License Term for any Additional Licenses shall be coterminous with the License Term for the existing licenses, regardless of when acquired. Customer shall pay FATPOT additional pro-rated Fee(s) for each Additional License. For a period of thirty (30) days after the effective date of the Pricing Schedule and/or Statement of Work, the price of Additional Licenses shall be as set forth on the Pricing Schedule and/or Statement of Work; thereafter, the price of Additional Licenses shall be according to FATPOT's standard pricing then in existence.
 - 8.4. Additional License Restrictions. Except as expressly permitted under this Agreement, Customer agrees not to: (a) reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Product or any portion thereof; (b) distribute, transfer, grant sublicenses to, or otherwise make available the Product (or any portion thereof) to third parties (other than authorized Users in connection with the operation of Customer's business), including, but not limited to, making such Product available through Reseller(s) or other distributors, or as an application service provider, service bureau, or rental source; (c) embed or incorporate in any manner the Product (or any element thereof) into other applications of Customer or third parties, other than as authorized in the applicable Documentation; (d) create modifications to or derivative works of the Product; (e) reproduce the Product; (f) use or transmit the Product in violation of any applicable law, rule or regulation, including any export/import laws; (g) in any way access, use, or copy any portion of the Product code (including the logic, functionality, and/or architecture thereof and any trade secrets included therein) to directly or indirectly develop, promote, distribute, sell or support any



product or service that is competitive with the Product or (h) remove, obscure or alter any copyright notices or any name, trademark, service mark, tagline, hyperlink or other designation included on any display screen within the Product (collectively, "<u>FATPOT Property</u>"). Customer shall not permit any third party to perform any of the foregoing actions and shall be responsible for all damages and liabilities incurred as a result of such actions by Customer and/or third parties.

8.5. <u>License Services</u>. During the License Term and any renewable thereof, and under the condition that Customer has paid all Fee(s) due in a timely manner and in full, FATPOT will provide Technical Services and Maintenance Releases as described in the Technical Services Exhibit attached and referred to herein.

9. WARRANTIES AND DISCLAIMERS.

9.1. Warranties.

- a) For the longer of one (1) year from commencement of the License granted hereunder or for so long as Customer is current with payment of non-disputed Fee(s), FATPOT warrants that the Products, as delivered and when used in accordance with the Documentation and FATPOT specifications, (a) will be free of material programming defects and (b) will perform materially in accordance with the Documentation.
- 9.2. <u>Disclaimers</u>. THE EXPRESS WARRANTIES IN SECTION 9 ARE THE EXCLUSIVE WARRANTIES OF FERED BY FATPOT AND ANY AND ALL OTHER CONDITIONS AND WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY CONDITIONS OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, TITLE, MERCHANTABILITY AND THOSE THAT ARISE FROM ANY COURSE OF DEALING OR COURSE OF PERFORMANCE ARE HEREBY DISCLAIMED. FATPOT DOES NOT WARRANT THAT CUSTOMER'S USE OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE OR MAKE ANY OTHER REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE SOFTWARE, PRODUCT OR DOCUMENTATION IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. FATPOT DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES THAT THE DATA OR INFORMATION PROVIDED THROUGH USE OF THE PRODUCT WILL BE ACCURATE, UP-TO DATE OR ERROR FREE. IN NO INSTANCE SHALL FATPOT BE HELD LIABLE FOR ANY JUDGMENT MADE OR ACTION TAKEN BY CUSTOMER THROUGH USE OF THE PRODUCT.
- 9.3. <u>Customer's Remedy</u>. For any nonconformance of the Product to its specification, which materially affects performance and is reported to FATPOT by Customer, in writing, during the initial one (1) year following commencement of the License granted hereunder and for so long as Customer is current with payment of non-disputed Fee(s), FATPOT shall provide an analysis of the problem and provide a workable solution. Customer agrees to pay FATPOT's then current charges for analysis and efforts to obtain workable solutions that are provided outside of those covered by the Warranty specified in Section 9(a)(i). Customer agrees that it will in no event alter, modify, repair, disassemble, or adjust the Product obtained hereby, except in accordance with FATPOT's instructions. FATPOT will not be liable to the extent that any breach of the foregoing warranties is caused by (i) third-party components (including in combination with the Product) not provided by or approved in writing by FATPOT; (ii) modifications to the Product not made by FATPOT; (iii) unauthorized use or use of the

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Product other than in accordance with the Documentation; (iv) bugs, failures of anomalies resulting from changes in the Customer Environment, including operating system updates, with the exception of critical security patches, software patches other than those provided by FATPOT, and hardware, firmware and/or hardware-software upgrades or updates; (v) use of the Product in an environment other than the Customer Environment; (vi) use of the Product on hardware not identified as compatible by FATPOT; (vii) damages or losses caused by a Force Majeure Event (as defined below): (viii) neglect or misuse of the Product by Customer or the Users; (ix) viruses introduced by Customer, its agents or Users; or (x) continued use of the Product by Customer after FATPOT notifies Customer, pursuant to Section 4, to discontinue use of the Product due to a claim, allegation or proceeding of third party infringement (collectively, "Exclusions") THE FOREGOING CONSTITUTES CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND IS IN LIEU OF ANY AND ALL OTHER REMEDIES WHICH MAY BE **AVAILABLE TO CUSTOMER.**

LIMITATIONS OF LIABILITY. 10.

TO THE EXTENT PERMITTED BY LAW AND, EXCEPT WITH RESPECT TO (I) CUSTOMER'S FAILURE TO PAY FEES OWED, (II) BREACHES OF SECTION 13, (III) VIOLATIONS OF EITHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, (IV) OBLIGATIONS OF EITHER PARTY UNDER SECTION 14, OR (V) WITH REGARD TO ANY ACT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR LOSS OF USE OR GOODWILL, INTERRUPTION OF BUSINESS, LOSS OR INACCURACY OF BUSINESS INFORMATION, LOST PROFITS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF IT OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL FATPOT'S AGGREGATE CUMULATIVE LIABILITY, IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, EXCEED THE TOTAL OF THE FEES ACTUALLY PAID BY CUSTOMER UNDER THIS AGREEMENT. THIS LIMITATION OF LIABILITY IS SPECIFICALLY RELATED TO THIS FATPOT SOFTWARE LICENSE AND SERVICES AGREEMENT AND EXCLUDES PROFESSIONAL SERVICES AS COVERED BY ANY PROFESSIONAL SERVICES EXHIBITS ATTACHED OR REFERRED TO HEREIN.

THIS SECTION 10 SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

11. REFERENCES.

References. During the term of this Agreement, upon FATPOT's reasonable request, Customer agrees to occasionally serve as a reference, participate in analyst calls, provide statements for marketing purposes, and/or develop case studies on Customer's success in using the Product.

12. PROPRIETARY RIGHTS.

12.1. <u>FATPOT Ownership</u>. As between the Parties, FATPOT and its suppliers will retain all ownership rights in and to the FATPOT Property, Product, Documentation, all updates and upgrades thereto, all Feature Upgrades, Modules, other derivative works of the Product and/or Documentation provided by FATPOT, and all intellectual property rights incorporated into or related to the foregoing.



Customer acknowledges that the goodwill associated with the FATPOT Property belongs exclusively to FATPOT and, upon request, Customer will modify or cease its use of any FATPOT property. All rights not expressly licensed by FATPOT under this Agreement are reserved to FATPOT. Additionally, the technology in the Product may be covered by United States ("U.S.") patents, or by U.S. and/or international patents pending. The Product, including, without limitation, any images, animation, sound, music and text incorporated therein is subject to U.S. and international copyright protection, including U.S. copyright registration. Customer shall have no right, license or interest of any kind in or to such copyrights, trademarks, patents or patents pending and the Customer shall not assert such right, license or interest or otherwise challenge FATPOT's exclusive ownership of such copyrights, trademarks, patents or patents pending.

12.2. <u>Customer Content</u>. As between the parties hereto, Customer and its Users will retain all ownership rights in and to all content made available by Customer and Users through the Product (collectively "<u>Customer Content</u>") and all Customer data. Customer agrees that the Product simply manages Customer data and FATPOT has no control or liability in how such manipulated data is used by Customer.

13. **CONFIDENTIAL INFORMATION.**

13.1. Confidential Information. In the course of performing this Agreement, the Parties may disclose to each other Confidential Information. When disclosed by a Party (the "Disclosing Party"), Confidential Information will be designated and/or marked as confidential. Any information not marked as confidential when disclosed shall still be treated as Confidential Information by the Party receiving such information (the "Receiving Party") if the Receiving Party knew or reasonably should have known, under the circumstances, that such information was considered confidential or proprietary by the Disclosing Party. The Receiving Party shall preserve the confidentiality of the Disclosing Party's Confidential Information and treat such Confidential Information with at least the same degree of care that the Receiving Party uses to protect its own Confidential Information, but no less than a reasonable standard of care. Neither Party shall use the Confidential Information of the other Party for any purpose, except in the performance of its obligations under this Agreement or as otherwise expressly permitted hereunder. Confidential Information shall be disclosed only to those employees and contractors with a need to know such information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than that set forth herein. The Receiving Party shall promptly notify the Disclosing Party of any actual or potential unauthorized access to or use of the Disclosing Party's Confidential Information. The Receiving Party shall not be liable to the Disclosing Party for the release of Confidential Information if such information: (a) was known to the Receiving Party without restriction as to use or disclosure at the time of receiving such information, as evidenced by the Receiving Party's records; (b) was or becomes generally known or publicly available through no act or failure to act on the part of the Receiving Party (c) was independently developed solely by the employees of the Receiving Party who have not had access to Confidential Information; (d) is rightfully furnished to the Receiving Party without restrictions on disclosure by a third party without a breach of such third party's obligations of confidentiality; or (e) is required by law, including without limitation the California Public Records Act, to be disclosed by the Receiving Party, provided that the Receiving Party will use all reasonable efforts to give the Disclosing Party ten (10) days' prior written notice of any such disclosure of information under this Agreement. Customer shall not disclose to any third party any performance information (i.e., benchmarks) relating to the Product, except as expressly contemplated herein. All Confidential Information shall remain the sole property of the



Disclosing Party and the Receiving Party shall have no interest in or rights with respect thereto, except as expressly set forth in this Agreement.

13.2. Survival. This Section 13 shall survive termination or expiration of this Agreement.

14. **FATPOT I**NDEMNIFICATION.

14.1. Indemnification.

- a) FATPOT agrees to indemnify, defend, and hold harmless Customer, its officers, directors, employees, and agents from and against all damages and costs (including reasonable attorneys' fees) finally awarded against Customer (or finally settled upon) arising from or relating to any Claim, as defined below, brought against Customer by a third party alleging that the Product directly infringes any patent, copyright, trademark or other intellectual property right or misappropriates any trade secret (recognized as such under the Uniform Trade Secrets Act). If any Claim that FATPOT is obligated to defend under this subsection (a) has occurred, or, in FATPOT's opinion, is likely to occur, FATPOT may, at its option and expense, either: (i) obtain for Customer the right to continue to use the applicable Product, (ii) replace or modify the Product so it becomes non-infringing, without materially adversely affecting the Product's specified functionality; or (iii) if (i) or (ii) are not readily available after using reasonable commercial efforts, or, if neither of the foregoing options is commercially reasonable, refund all Product Fee(s) already paid by Customer and terminate this Agreement. Notwithstanding the foregoing, FATPOT shall not indemnify, defend, or hold harmless Customer for any Claims solely based on: (1) any Customer or third party intellectual property or software incorporated in or combined with the Product, where in the absence of such incorporated or combined item, there would not have been infringement, excluding any third party software or intellectual property incorporated into the Product at FATPOT's discretion; (2) Product which has been altered or modified by the Customer, by any third party, or by FATPOT at the request of the Customer. where in the absence of such alteration or modification the Product would not be infringing; or (3) use of any version of the Product with respect to which FATPOT has made available a non-infringing updated, revised or repaired subsequent version or other applicable update, patch, or fix.
- b) FATPOT agrees to indemnify, defend, and hold harmless Customer, its officers, directors, employees, and agents from and against all damages and costs (including reasonable attorneys' fees) finally awarded against Customer (or finally settled upon) arising from or relating to any Claim of personal injury or tangible personal property damage (excluding data) of whatsoever nature or kind arising, in whole or in part, out of, as a result of, or in connection with the gross negligence or willful misconduct of FATPOT's employees, subcontractors, or agents
- 14.2. <u>Notice</u>. The parties acknowledge and agree that FATPOT's obligations under this Section 14 are conditioned upon Customer providing FATPOT: (i) prompt written notice of the existence of such claim, suit, action or proceeding (each, a "<u>Claim</u>"); provided that a failure of the Customer to promptly notify FATPOT shall not relieve FATPOT of liability hereunder except to the extent that



FATPOT's defenses to such Claim are materially impaired by such failure to promptly notify; (ii) sole control over the defense or settlement of such Claim, it being agreed that FATPOT shall not enter into any settlement imposing any liability or obligation on Customer without Customer's prior written consent; and (iii) assistance at FATPOT's request and sole expense, to the extent reasonably necessary for the defense or settlement of such Claim.

- 14.3. <u>Survival</u>. The provisions of this Section 14 shall survive for a period of one (1) year following the earlier of (a) completion of any Professional or Technical Services or (b) termination of this Agreement.
- 15. **EXPORT COMPLIANCE.** Customer shall not export or allow the export or re-export of the Product, Documentation, Modules, Feature Upgrades, any components thereof or any Confidential Information of FATPOT without the prior written consent of FATPOT. Customer shall comply with all export laws and regulations of the U.S. Department of Commerce and all other U.S. agencies and authorities, including, without limitation, the Export Administration Regulations of the U.S. Department of Commerce Bureau of Export Administration (as contained in 15 C.F.R. Parts 730-772), and, if applicable, relevant foreign laws and regulations.
- 16. **OBLIGATION OF CUSTOMER.** Customer Party is responsible for performing the following:
- 16.1. <u>Customer Assistance</u>. Customer shall, in all cases and at no charge to FATPOT, perform such non skilled checks and tests as reasonably required by FATPOT's written instructions provided in its Documentation. These tests shall not require Customer to furnish specialized test equipment.
- 16.2. <u>Freedom of Access</u>. Customer agrees that FATPOT or its authorized representative, shall have reasonable and free access to the Product. Any unreasonable delays or return service calls required because of denial of reasonable and free access to the Product will be separately billed to Customer at FATPOT's normal and then current rates. Customer agrees to provide FATPOT with onsite and remote access (via VPN) to Customer's systems, Record-Keeping Servers ("<u>RKS</u>"), network components, communication lines, connections, RKS data and workstations to enable FATPOT to perform remote installation or conduct troubleshooting, license audits, integration testing, system testing and/or environment testing.
- 16.3. <u>Customer Responsibilities</u>. Customer agrees to prevent unauthorized adjustment, repairs or modifications, and to ensure that the Product is utilized in accordance with the applicable FATPOT published specifications. In the event that either one of these responsibilities is not fulfilled, FATPOT shall have the right to immediately withdraw the affected Product from coverage under this Agreement.
- 16.4. <u>System Responsibility</u>. FATPOT has no system responsibility as to the use or application of the Product. Customer assumes full responsibility for data entry, data maintenance, the functional adequacy of the Product and/or Software configuration as applied in the installation and for all system analysis and system engineering work.



17. **GENERAL**

- 17.1. Order of Precedence. The following order of precedence shall be followed in resolving any inconsistencies between the terms of this Agreement and the terms of any Pricing Schedules, Exhibits, Attachments, Addenda and other incorporated documents: (a) First, the terms contained in this Agreement; (b) Second, the Statement of Work and/or Change Orders; (c) Third, the Pricing Schedule; (d) Fourth the terms of any Professional or Technical Services Addenda, and (e) Fifth, the terms of any other schedules, Exhibits, Attachments, and Addenda to this Agreement.
- 17.2. <u>Independent Contractors</u>. The relationship of FATPOT and Customer as established by this Agreement is that of independent contractors and nothing in this Agreement shall be construed to: (a) constitute the parties as partners, agents, employer-employee, joint ventures', co-owners, or otherwise as participants in a joint or common undertaking, (b) give either Party the power to direct and control the day to day activities of the other, or (c) allow either Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever.
- 17.3. Expense Reimbursement. When travel is requested and/or approved by Customer in connection with the performance of Services under a Statement of Work and outside of any travel explicitly included in writing as a project deliverable, Customer agrees to pay FATPOT a daily rate ("Rate") which will encompass reasonable travel expenses. The Rate will be reimbursable for every FATPOT employee traveling. The Rate will be negotiated prior to booking any travel arrangements. Customer agrees to pay negotiated Rate(s) due in a timely manner and in full when invoiced in accordance with Section 7 this Agreement.
- 17.4. Force Majeure. Any delay in the performance of any duties or obligations of either Party, except the payment of money owed, will not be considered a breach of this Agreement if such delay is caused by any occurrence or contingency beyond the Party's reasonable control, including, but not limited to, acts of God, labor disputes and strikes, market shortage of materials, riots, war and governmental requirements (any such event, a "Force Majeure Event"), provided that such Party uses reasonable efforts, under the circumstances, to resume performance as soon as reasonably practicable. The obligations and rights of the Party so excused will be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay.
- 17.5. <u>Assignment</u>. Neither Party will assign, transfer or delegate its rights or obligations under this Agreement (in whole or in part) without the other Party's prior written consent except that either Party may, without the consent of the other, but with prior written notice to the other, assign this Agreement, in whole, to its parent company, controlled subsidiary of that Party or a purchaser of all or substantially all of that Party's assets used in connection with performing this Agreement. Any attempted assignment, transfer or delegation not in compliance with the foregoing shall be null and void.
- 17.6. <u>Amendments</u>. All modifications to or waivers of any terms of this Agreement must be in a writing that (a) is signed by authorized representatives of the parties hereto, and (b) expressly references this Agreement.
- 17.7. <u>Governing Law</u>. 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 FATPOT covenants and agrees to submit to the personal jurisdiction of such in the event of such action. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the interpretation or enforcement of this Agreement. In the event that any provision of this Agreement conflicts with governing law or if any provision is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction, (a) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and (b) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect.

- 17.8. <u>Waiver</u>. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.
- 17.9. Entire Agreement. This Agreement, Pricing Schedules, Technical Services, Professional Services, Exhibit(s) and any other attachments hereto constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications, including, without limitation, any quotations or proposals submitted by FATPOT. The terms on any purchase order or similar document submitted by Customer to FATPOT will have no effect and are hereby rejected.
- 17.10. <u>Notices</u>. All notices, consents and approvals under this Agreement must be delivered in writing by courier, by facsimile, or by certified or registered mail, (postage prepaid and return receipt requested) to the other Party at the address set forth on at the beginning of this Agreement (to the attention of the signatory below) and are deemed delivered when received.
- 17.11. <u>Binding Agreement</u>. The terms of this Agreement shall be binding on the parties, and all successors to the foregoing.
- 17.12. Execution in Counterparts and by Electronic Delivery. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. Signed counterparts of this Agreement may be delivered by facsimile and by scanned .pdf image and an executed copy of this Agreement received by way of facsimile or by scanned .pdf image shall be deemed to be an original enforceable and admissible for all purposes as may be necessary under the terms hereof.



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed below by their duly authorized representatives as of the Effective Date.

FATPOT TECHNOLOGIES, LLC		ORANGE COUNTY FIRE AUTHORITY	
Signature	Hickory W. Fin	Signature	
Name	Richard W King	Name	
Title	President	Title	
Date	November 8, 2017	Date	

EXHIBIT A

PROFESSIONAL SERVICES

This Professional Services Exhibit is incorporated in and made a part of the Software License and Services Agreement and is effective as of the date of the Agreement.

1. **BACKGROUND AND PURPOSE**. Pursuant to the terms and conditions of the Agreement, FATPOT has agreed to license Product to the Customer. Customer wishes to engage FATPOT to perform various consulting, training, customizations, and/or implementation services in connection with the Product and FATPOT desires to provide such Professional Services, subject to the terms and conditions of the Agreement and this Professional Services Exhibit. The purpose of Professional Services, either entirely or partially, is to transfer knowledge and information to Customer to enable the Customer to properly administer and support the Product and implementation within the Customer Environment.

2. WARRANTY.

- 2.1. FATPOT warrants that the Professional Services shall be provided by qualified and trained individuals in a good and workmanlike manner consistent with industry standards and in accordance with the terms, specifications, and requirements of this Professional Services Exhibit.
- 2.2. THE EXPRESS WARRANTIES IN SECTION 2.1 ABOVE AND IN THE SOFTWARE LICENSING AGREEMENT SECTION 9 ARE THE EXCLUSIVE WARRANTIES OFFERED BY FATPOT FOR ITS PROFESSIONAL SERVICES.

3. Professional Services Obligations.

- 3.1. <u>Location</u>. If any Professional Services are to be performed onsite at Customer's facility, FATPOT and its personnel will comply with any applicable and reasonable security, safety or similar rules and requirements pertaining to such facility so long as Customer provides FATPOT a written copy of the rules and requirements prior to the date the Professional Services are to be performed.
- 3.2. <u>FATPOT Personnel</u>. FATPOT shall retain sole control over the employees or independent contractors performing the Services. FATPOT is responsible for the performance of any independent contractors that it may engage to perform the Services.

4. CUSTOMER OBLIGATIONS.

4.1. Customer acknowledges that the timely and successful performance of Services and delivery of the Deliverables requires good faith cooperation by Customer. Therefore, Customer shall (a) furnish information reasonably requested by FATPOT in a timely manner to include use cases and test scenarios, (b) provide access to Customer personnel, working space, facilities and systems (e.g. third party CAD vendor systems) that FATPOT or its personnel may reasonably request, (c) provide FATPOT with on site and remote access (via VPN) to Customer's systems, servers, network components, communication lines, connections, workstations, data, and test

environments if necessary to perform Services (including licenses to third party software as may be necessary) and (d) timely perform its obligations as necessary to meet the Schedule in the applicable Statement of Work.

- 4.2. In the event any failure by Customer to comply with the provisions of this Section 4 results in a prolonged delay or deficiency in FATPOT's ability to perform the Services set forth in this Agreement and associated Statement of Work, FATPOT may elect to suspend Services related to the project. FATPOT shall not be deemed in breach of the Agreement for such suspension. FATPOT will provide Customer with at least two verbal warnings, followed by written notice informing the Customer of FATPOT's intent to put the project in "Suspended Status". Suspended Status means FATPOT will cease Services towards the implementation, deployment, management and training on the project. Written notice will be issued at least ten days prior to Services suspension. Written notice will include:
 - a) Customer actions required to remedy delays or deficiencies
 - b) Fee(s) required to re-engage the Services should Suspended Status be enacted
 - c) Reinstatement Fee(s) will be a minimum of Five Thousand dollars (\$5,000 (USD)
 - d) The length of time Suspended Status can be in effect before Customer will be in default of the Agreement
- 4.3. Should Customer fail to remedy the delays or deficiencies as detailed in the notice, Services will be suspended. Once suspended, FATPOT may reassign its resources to other projects. To reinstate the project from Suspended Status will require re-assigning FATPOT resources, establishing a new project timeline, and updating the Statement of Work. Reinstatement Fees(s) will be invoiced in accordance with the terms of the Agreement. If the project remains in Suspended Status beyond the specified limit, the Customer will be deemed in default and FATPOT may terminate the Agreement for cause.
- 4.4. All Customer personnel engaged with the FATPOT personnel during the term of this Professional Services Exhibit shall have the proper skill, training and background to perform their responsibilities in a professional, competent and workmanlike manner in accordance with the prevailing industry standards. FATPOT shall not be responsible for any actions by Customer's personnel or its contractors in connection with the Product, unless such actions have been previously approved by FATPOT, in writing, including, but not limited to, changes or modifications of the Product, changes or modifications to FATPOT's Documentation, or training of Customer personnel or end users.
- 5. **WORK PRODUCT.** All error corrections, enhancements, new releases, and any other work product created by FATPOT in connection with the Services provided under this Professional Services Exhibit ("Work Product") are and shall remain the exclusive property of FATPOT, regardless of whether Customer, its employees, or agents may have contributed to the conception, joined in its development, or paid FATPOT for the development or use of the Work Product. Such Work Product shall be considered part of the Product and subject to the terms and conditions contained herein and in the Agreement. Notwithstanding the foregoing, Customer retains all rights, title and interest in and to any

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Deliverable.

of Customer's Confidential Information that may be incorporated into or provided with any

17 November 8, 2017 1280141.1

EXHIBIT B

TECHNICAL SERVICES

This Technical Services Exhibit is incorporated in and made a part of the Agreement and is effective as of the date of the Agreement.

1. **BACKGROUND AND PURPOSE.** Pursuant to the terms and conditions of the Agreement, FATPOT has agreed to license Product to the Customer. Customer wishes to engage FATPOT to perform various additional technical and maintenance services above those provided for in the Agreement and FATPOT desires to provide such technical and maintenance services subject to the terms and conditions of the Agreement and this Technical Services Exhibit.

2. TERM AND TERMINATION.

- 2.1. This Technical Services Exhibit shall commence after the Product or any portion thereof is installed and operational in the Customer Environment in a non-test mode which permits Customer's operational use of the Product, or any part thereof, and will continue for an initial period (the "Initial Term") as defined in the Pricing Schedule and/or Statement of work. Upon expiration of the Initial Term, this Technical Services Exhibit shall automatically renew for successive one (1) year periods (each a "Renewal Term"), unless either Party gives written notice of their intention not to renew the Technical Services Exhibit at least sixty (60) days prior to the then applicable termination date. The Initial Term and any and all Renewal Terms shall be referred to as the "Term" unless otherwise specified. The Technical Services Fee for the Renewal Term shall be the higher of: i) FATPOT's then current rates which are in effect at the time that the License Term is renewed, or ii) the License Fee will be adjusted each year compounded annually at the commonly accepted Consumer Price Index-Urban (CPI-U) for the Los Angeles-Riverside-Orange County, CA area for the previous 12-month period, or an increase of three percent (3%), whichever is lower.
- 2.2. In the event a Party materially breaches any of the terms, conditions, warranties or representations set forth herein, the other Party may, at its option, notify the non-complying Party of its intention to terminate this Technical Services Exhibit. The notice of the intended termination shall be written and shall specify the breaches, violations, and deficiencies that must be corrected. Except as provided herein, the non-complying Party shall have thirty (30) days from receipt of the notice to cure such breach. Should the non-complying Party fail to cure such breach, the other Party shall then have the right to terminate this Technical Services Exhibit for cause by giving written notice to the non-complying Party of such termination and specifying the effective date of such termination.
- 2.3. This Technical Services Exhibit shall terminate (i) immediately upon termination of Customer's right to use the Product as set forth in Section 2.3 herein; or (ii) upon non-renewal in accordance with Section 2 above.

3. **SERVICES**.

3.1. <u>Products</u>. The Products covered by this Technical Services Exhibit are set forth in the Pricing Schedule and/or Statement of Work to the Agreement.

- 3.2. <u>Documentation</u>. FATPOT shall provide Documentation for use with the Product as set forth in the Statement of Work to the Agreement.
- 3.3. <u>Pricing</u>. The Pricing for the Services covered by this Technical Services Exhibit are set forth in the Pricing Schedule.
- 3.4. <u>Technical Service Descriptions</u> In accordance with the terms of the Agreement and this Technical Services Exhibit, FATPOT will furnish the following Services to Customer:
 - a) Maintenance Releases: Each Maintenance Release will be provided to Customer by FATPOT at the time of its general availability. Certain Maintenance Releases will be made available by FATPOT for downloading to Customer's equipment. Other Maintenance Releases will be made available to Customer on media. One copy of each Maintenance Release will be made available to Customer for each Product licensed. Each Maintenance Release is licensed to run only in the Customer Environment for which Customer has a current License. Customer shall implement each revision within ninety (90) days from receipt of notice in order to qualify for continued Technical Service Support.
 - b) Technical Service Support: Direct access to FATPOT technical expertise, problem resolution support and critical problem escalation:
 - i. Level 1 Tech Support Level 1 Tech Support is provided by a Customer in-house technical service designee (the "Super User"). This is a person(s) within the Customer organization who has completed training and is properly certified by FATPOT in the Product to respond to the basic questions and needs of personnel of the Customer organization.
 - ii. Level 2 Tech Support Level 2 Tech Support is call-in support to FATPOT's inhouse technical service team and will be provided via online and/or phone support by a FATPOT Technical Services Agent (the "Agent")
 - iii. Level 3 Tech Support Level 3 Tech Support is onsite service.

c) Hours of Service

Monday – Friday, 8:00 am to 5:00 pm, Mountain Time

Agent on call after 5:00 pm for Priority 1 & 2 Incidents, as defined below

Saturday – Sunday: Agent on call for Priority 1 & 2 Incidents, as defined below

Holidays: Agent on call for Priority 1 & 2 Incidents, as defined in the Incident

Management Document, found at www.fatpot.com

d) Service Contact

Main Phone (801) 397-397, Option 2

Toll-Free (800) 517-0392

Email support@FATPOT.com

- 3.5. <u>Limitations on Technical Service Support</u>. Customer agrees that its point of contact for maintenance and service of the Product will be to follow the Services Levels 1-3 as outlined above, and that Customer will designate Super Users to be trained by FATPOT to act as liaisons between FATPOT and Customer for technical service requests. Customer understands that hotline services for the Product subject to this Technical Services Exhibit will be available to Customer through electronic mail communication or by telephone.
- 3.6. Optional Services. Services beyond regular Maintenance Release and Product Technical Support can be purchased at FATPOT's then current rates which are in effect at the time that the Services are requested. The Services shall be invoiced and paid in accordance with the terms of the Agreement.
- 3.7. <u>Incident Management</u>. FATPOT has documented its support guide for call handling in its Incident Management Process Documentation, which can be found online at www.fatpot.com.
- 3.8. Maintenance of third party software is not included in the Services nor is maintenance or support relating to any Exclusion.

4. WARRANTY.

- 4.1. FATPOT warrants that the Services shall be provided by qualified and trained individuals in a good and workmanlike manner consistent with industry standards and in accordance with the terms, specifications, and requirements of this Technical Services Exhibit. FATPOT's obligations are contingent upon: (a) the Software and any additional parts of the Product not having been modified, changed, or altered by anyone other than FATPOT without prior written consent of FATPOT; (b) the Product being used only within the Customer Environment stated in the Pricing Schedule and/or Statement of Work; (c) the computer hardware being in good operational order and installed in the Customer Environment; (d) the Customer Environment meeting the minimum technical requirements as defined in the Statement of Work (e) no other Exclusions apply and Customer is current with payment of all Annual Technical Service Fee(s); (f) Customer notifying FATPOT of its need for service within twenty-four (24) hours after an issue arises; (g) Customer providing reasonable troubleshooting information and access so that FATPOT can identify and address problems; and (h) all Fee(s) due to FATPOT have been paid in full.
- 4.2. THE EXPRESS WARRANTIES SET FORTH IN SECTION 4.1 ABOVE AND IN THE SOFTWARE LICENSING AGREEMENT SECTION 9 ARE THE EXCLUSIVE WARRANTIES OFFERED BY FATPOT FOR ITS SERVICES.

5. **CUSTOMER OBLIGATIONS.**

5.1. The level of support that FATPOT can deliver to Customer is dependent upon the cooperation of Customer and the quantity and quality of information that Customer can provide to FATPOT. If FATPOT cannot reproduce a problem or if Customer cannot successfully gather adequate troubleshooting information or reproduce the problem as identified and reported in Customer's environment, FATPOT may need temporary login access on Customer's system to identify and address the problem and Customer agrees to promptly provide such access.

- 5.2. Except to the extent expressly permitted in the Agreement, Customer shall not distribute the Software, Documentation, Product or any part thereof to any third party. Customer shall not make any modifications to any part of the Product or Operating Environment unless expressly permitted under the Agreement or by FATPOT's approval, in writing, prior to the time such modification is made. If Customer is permitted to make modifications, FATPOT shall not be responsible for maintaining Customer's modified portions of the Product or for maintaining portions of the Product affected by Customer's modified portions. While FATPOT has no obligation to provide such corrections or service, to the extent FATPOT provides corrections or service for difficulties or defects traceable to Customer's errors, changes or any Exclusions, such services shall be billed at FATPOT's standard time charges as described in Exhibit A.
- 6. **WORK PRODUCT**. All error corrections, enhancements, new releases, and any other work product created by FATPOT in connection with the Services provided under this Technical Services Exhibit ("Work Product") are and shall remain the exclusive property of FATPOT, regardless of whether Customer, its employees, or agents may have contributed to the conception, joined in its development, or paid FATPOT for the development or use of the Work Product. Such Work Product shall be considered part of the Product and subject to the terms and conditions contained herein and in the Agreement. Notwithstanding the foregoing, Customer retains all rights, title and interest in and to any of Customer's Confidential Information that may be incorporated into or provided with any Deliverable.

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EXHIBIT C STATEMENT OF WORK

UPGRADE OF OCRS CAD-TO-CAD SYSTEM

for the

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- 1. **SOLUTION OVERVIEW.** This Statement of Work (SOW) is entered into between FATPOT Technologies (FATPOT) and Orange County Fire Authority (referred to herein as OCFA, or Customer) for upgrading of the existing Orange County Regional Share (OCRS) CAD-to-CAD hub as further defined herein. FATPOT is the leading provider of bi-directional CAD-to-CAD interoperability through its Next Generation fusionUNIFYTM implementation of the fusionPLATFORMTM. This proprietary system allows CAD systems to communicate directly with one or more other CAD systems using their existing CAD console application.
- 1.1. OCFA is currently sharing real-time emergency incident and unit-related data electronically with other local agencies (OCRS participants) through FATPOT's CADfusion 2.x Product, but due to limitations inherent in the older CADfusion 2.x Product now desires to upgrade to FATPOT's fusionPLATFORM Product in order to meet expanding needs and functionality requirements.

- 1.2. As part of this SOW, the CADfusion 2.x license will be upgraded to a fusionPLATFORM license for the existing four primary agency members of OCRS, namely: OCFA, Metronet, Costa Mesa, and Laguna Beach. Two fusionCONNECT licenses will also be provided for the Data Subscriber interfaces to the OCMeds ImageTrend RMS system from OCFA and Costa Mesa.
- 1.3. This SOW does not include the licensing of or professional services required to license, implement, and test the associated adapters for CAD systems or other systems to be integrated. These are the responsibility of the individual agency members who are already customers to those system providers. Nor does this SOW include provisioning any of the hardware, operating systems, or network infrastructure to host the fusionPLATFORM system or any related adapters or interfaces.
- 1.4. The SOW includes the Professional Services necessary to install, migrate, test, and deploy to production the fusionPLATFORM solution, including configuration of business rules, codes translations and unit mappings required to achieve the current level of CAD-to-CAD functionality enjoyed with the current CADfusion 2.x system. The SOW also includes Professional Services to consult with Customer on the correct sizing of servers and network infrastructure.
- 2. **DELIVERABLES LICENSING.** FATPOT will provide the Customer with the following licensed Software:

Qty	License Type	Description
4	FusionUNIFY:	Each license includes a joint-owned license for the fusionPLATFORM
		server license being used by all dispatch centers and one fusionCONNECT
		license for each fusionUNIFY implementation.
2	FusionCONNECT™	For use as a data subscriber license for transferring required incident and
		unit information to the OCMeds ImageTrend RMS system.
51	FusionPORTAL TM :	FusionPORTAL can be used in various capacities including as a tool for
		situational awareness (fusionAWARE TM), business rule configuration, user
		administration and system (Software) administration based on rights
		granted to each user account.

- 2.1. The features listed below in this section are considered part of fusionUNIFY's core functionality and the associated standard configuration is included with the fusionPLATFORM implementation. Functionality and support of these features will vary with each CAD system. Common variations are noted and options for addressing lack of functionality are noted.
 - a) Supplemental Notifications using fusionNOTIFYTM
 - i. FusionNOTIFY creates non-obtrusive pop-up notifications to help bring attention to new calls, unit requests, address updates, nature updates, and new comments. These notifications may be used to supplement existing CAD system functionality and bring immediate awareness to critical information.
 - ii. FusionNOTIFY requires installation of fusionPORTAL at workstations where notifications are to be received. FusionPORTAL is able to run in the background and does not need to be actively visible for notifications to be displayed.

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2.2. Exchange of CAD Incident Data

- a) FusionPLATFORM provides a rich set of intelligent options for triggering the exchange of CAD incident data among connected CAD systems. This SOW will focus on delivering the ability to automatically or explicitly share/transfer incident data with one or more other systems through pre-defined rules based on:
 - i. Assignment of a Unit associated with a partnering agency
 - ii. Nature Code
 - iii. Comment keyword or Dispatch console command (if supported by CAD system)
 - iv. Incidents located within a predefined Geofence or Zone
 - v. Other automated triggers which can be explored for feasibility upon request
- 2.3. <u>Typical CAD Incident Fields Shared</u> Fields transferred to/from partnering agencies when an incident is shared include:
 - a) Agency name
 - b) Call Type (Fire, EMS, Police)
 - c) Call Nature (Accident, Structure Fire, Heart Condition, etc.)
 - d) Call Priority (P1, P2, P3, etc.)
 - e) Caller Name
 - f) Caller Phone
 - g) Street Address
 - h) Apartment number
 - i) Cross Street
 - j) Location name (Central Park, County Library, etc.)
 - k) City name
 - I) Latitude/Longitude
 - m) Radio Channel
 - n) Zone (Response area name)
 - o) Jurisdiction name (Dispatch Center)
 - p) Call Disposition
 - q) Comments
- 2.4. <u>Code Translations</u> Certain incident field values (Call Nature, Call Status, etc.) are translated between sharing systems through a common code set configured in fusionPLATFORM. This allows each connected CAD system to utilize its own specific codes in incidents sent to or received from fusionPLATFORM.
 - a) Nature Codes/Incident Types Codes describing the nature of the emergency will be translated through a generic, non-specific common code set. The literal code and description from the originating agency can be added as a comment to the call in order to provide necessary detailed information. For example, a code of 'APFIR Apartment Fire' at agency A may be translated as 'MUTAID FIRE' to the receiving agency B with a comment or fusionPORTAL notification such as the following "Agency A Nature: APFIR Apartment Fire". The receiving agency may then manually update its nature if the resulting translation is not accurate.

- 2.5. <u>Information Congruence</u> Other field values such as addresses for shared incidents are exchanged between connected CAD systems through fusionPLATFORM as they are received. Manual intervention by each CAD operator may be required in order to accept, verify and validate these values. FusionPLATFORM allows each connected CAD system to retain a different local perspective of such information without reflecting such adjustments to other systems.
 - a) Incident Addresses Each CAD system logs address location information differently leaving the potential for addresses to not validate when shared between systems. It is expected that in some cases, addresses may not validate automatically and may require some manual intervention by a dispatcher to correct. Specialized scripts or customizations that provide system-level formatting of the address field in order to improve shared address validation may be requested separate from this Agreement.
- 2.6. <u>Updates and Synchronization of Shared Incidents</u> Updates to fields in a shared incident made in one CAD system will automatically be shared with other CAD systems as configured in FusionPLATFORM and as specified by the CAD system adapter. Each CAD system may have differing capabilities for receiving and processing updates of shared calls. FusionPLATFORM has multiple approaches for handling updates of shared incidents with CAD systems that have restricted capabilities.
 - a) <u>Updates as Notifications</u> Updates to shared incident fields can be configured to be shared as pop-up notifications using FATPOT's fusionNOTIFY Product or as comments.
 - b) <u>Block Updates</u> Updates to shared incident fields can be configured to be blocked so that no notifications are sent.
- 2.7. **TYPICAL UNIT FIELDS SHARED** Fields periodically transferred to partnering CAD systems when units are mapped between systems.
 - i. Unit Number
 - ii. Unit Status
 - iii. Latitude
 - iv. Longitude
 - v. Heading
 - vi. Speed
 - vii. Transport Destination
 - viii. Zone
 - ix. Station
 - x. Assigned Call Number
 - xi. SignedOn status
- 2.8. **ASSIGNING EXTERNAL UNITS TO AN INCIDENT** There are various approaches to requesting and assigning external units to an incident.
 - a) Unit resources from partnering systems may be requested as part of a shared incident. Requesting/dispatching a foreign unit will trigger a call share to the requested agency along with a unit resource request.

- b) Unit resource requests may be granted or denied by the lending agency if supported by the CAD system. Auto-grant functionality is configurable in fusionPLATFORM if also supported by the CAD. The requesting agency will typically be notified through a comment or a fusionPORTAL notification. Call comments may optionally be used by the dispatcher to notify of a grant/deny if the CAD does not support this functionality.
- c) <u>Unit Status Sharing</u> Real-time external unit status updates are shared between connected CAD systems, including AVL data (if available) only when those external units are properly mapped in fusionPLATFORM.
 - i. <u>Available/Unavailable</u> When a unit is available for dispatch, it's true status will be shared. When a unit is assigned to a non-shared incident, only an unavailable status will be shared.
 - ii. <u>Detailed Unit Status</u> When a unit is on a shared call, its true status will be shared (dispatched, enroute, at scene, etc.).
 - iii. CAD System Dependencies Regarding Unit Statuses FusionPLATFORM is dependent on the CAD system to provide and display accurate information. Keeping units in sync can be affected by momentary network outages or other temporary system issues. It is not unusual for units to occasionally be out of sync between systems. Normally, a subsequent successful unit status update usually resolves this issue. If a unit is requested by an agency in error due to an out-of-sync unit, dispatcher intervention may be required either through a comment, messaging, or a phone call.
- 2.9. Comment Sharing Comments refers to any notes, remarks, or narrative entered in your CAD system that are shared with fusionPLATFORM. CAD-to-CAD sharing of comments can convey critical information and be very useful. However, excessive sharing of non-critical comments runs the risk of overloading dispatchers with unnecessary information. Due to inconsistencies in how each CAD system generates its own system comments as well as how each CAD processes comments and messages coming from fusionPLATFORM, it is possible that some duplicate or redundant comments may result. FusionPLATFORM has been designed to reduce unnecessary comments as much as possible, however, edge cases may occur resulting in unwanted comments. Customization of the fusionPLATFORM system to resolve any issues (beyond standard configuration) will need to be addressed separately from this Agreement.
 - a) Comment Filtering In a situation where an agency only wants to share selected comments with agencies on other connected CAD systems, a comment filter prefix can be configured so that only comments with the prefix are transferred to fusionPLATFORM. For example, by using a comment filter prefix of #SH, only comments that have that prefix would be allowed through the system. (Ex: #SH Mutual aid is required on this incident.)

3. **Deliverables – Professional Services**

3.1. <u>Project Management</u>. FATPOT will provide a project manager that will conduct regular project meetings for the purposes of updates and coordination. These meetings may have various

purposes and include different customer, partner and FATPOT personnel during the course of the project.

- 3.2. <u>Engineering Support.</u> FATPOT will provide engineering expertise as product experts for the purpose of supporting the Customer's technical staff and external system providers.
- 3.3. <u>FusionPLATFORM Initial Installation and Configuration.</u> FATPOT will assist the Customer in identifying an appropriately resourced hosting environment. Once the hardware is purchased or provisioned by the Customer, FATPOT will assist in the installation and initial configuration of the licensed Software in the Customer's Environment. Configuration efforts will include all necessary system settings for the proper operation of all externally connected systems listed in Section 4.

Additional OCRS deliverables will include:

- a) Inclusion of Custom Unit Move-up Functionality: FATPOT will include in FusionPLATFORM unit move-up functionality that has been customized for OCRS in the current CADfusion 2.x Product. This includes the following functionality:
 - Stations can be configured in fusionPLATFORM. This includes configuring which dispatch center owns the station (only one dispatch center can own a station) and mapping stations identifiers between interfaces.
 - ii. The home station for a unit can be configured.
 - iii. The active station for a unit can be updated through the fusionPLATFORM API by an appropriately implemented CAD system adapter. Updates to the unit station can only be made by the interface(s) that have access to control the unit.
 - iv. FusionPLATFORM can be configured to allow control of a unit to occur based on the station the unit is actively assigned to.
 - When this configuration is enabled, the dispatch center who owns the unit will not be able to control the unit, it will only be controlled by the dispatch center that owns the station that the unit is currently assigned to.
 - ♦ When this configuration is enabled, if the owning dispatch center, or any other dispatch center on fusionPLATFORM, tries to dispatch the unit, a request for the unit will be shared with the dispatch center that is actively controlling the unit (based on the active station assignment).
 - v. Additional Call Sharing Functionality (Not currently a part of CADfusion 2.x)
 - FusionPLATFORM will be enhanced to automatically share a call with the owning dispatch center of a unit when a borrowing agency dispatches a moved-up unit. This will allow in-vehicle status updates to flow through the vehicle owner's CAD system and be shared with the borrowing agency's CAD system.

Additional OCRS deliverables will NOT include:

b) **Dynamically Exchange Unit Type and Capability (Not Included):** FusionPLATFORM currently allows the static definition and assignment of unit types with varying capabilities to unit specifiers through fusionPORTAL. The Customer has expressed an

interest in having FATPOT enhance fusionPLATFORM to allow a unit's type and capability set be dynamically modified through each CAD system's adapter by extending the FusionPLATFORM application programming interface, and supporting the mapping of local unit types and capabilities to a common set through FusionPORTAL.

As personnel roster assignment changes are made to units within a CAD system, the unit's capability and possibly its type may be altered. It is important to share these changes with other connected CAD systems through FusionPLATFORM so that each CAD system can make accurate response recommendations based upon up to date unit type and capability information.

c) Radio ID Updates (Not Included): Zero to many radio IDs may be assigned to and changed for units at any given time. These radio IDs are updated and maintained in each CAD system. The Customer has expressed an interest in having FATPOT enhance fusionPLATFORM to allow radio ID and their associated units to update dynamically through each CAD system's adapter by extending the FusionPLATFORM application programming interface, and supporting the mapping of local unit types and capabilities to a common set through FusionPORTAL.

3.4. **Training**

FATPOT follows a "Train-the-Trainer" approach to training. This method allows in-depth training to key individuals at each agency who will then provide training to the remainder of the users. FATPOT Technical Support personnel will be available as a resource to agency trainers following established Technical Support procedures.

- a) FusionPLATFORM Administrator Training FATPOT will provide remote administrator training.
- b) FusionUNIFY User Training FATPOT will work with Customer trainers to advise them on incorporating CAD-to-CAD concepts into the Customer's training courses for dispatchers and call takers. However, since the methods for triggering CAD incident and resource sharing are dependent upon the Customer's local operating procedures, training for the fusionUNIFY users is the responsibility of the Customer. It is expected that Subject Matter Experts (SME's) will be sufficiently familiar with their operational business rules and Customer's local operating procedures to conduct this training for their respective agency.
- c) FusionPORTAL Training Videos FATPOT will provide the Customer with access to training videos on essential fusionPORTAL features and functionality.
- Training Documentation Agency specific Documentation of local sharing use cases and rules is the responsibility of the Customer.
- e) Additional Training After the system's initial configuration has been completed and the Customer has received the above training, the Customer is responsible for all fusionPLATFORM configuration updates. Additional training by FATPOT may be provided as needed. Details of any additional training will be negotiated in a separate agreement.

- 3.5. <u>Documentation.</u> This SOW provides the framework for fusionPLATFORM information and sharing project Documentation. Detailed requirements will be determined during the discovery phase and recorded in the Documentation listed below. It is agreed that all shared Documentation can be exchanged in an electronic form, such as .PDF, .DOCX, .XLSX, etc.
 - a) List of CAD Codes The Customer will provide a list of CAD codes and descriptions that will be mapped between participating agencies through fusionPLATFORM. Common codes include incident status, nature, unit status, units, agencies, cities, priorities, dispositions, and jurisdictions.
 - b) **Code Mapping Document** Under the guidance of FATPOT, the Customer will provide a list of mappings of the CAD Codes provided above to a common code set provided by FATPOT. The common code set in the fusionPLATFORM facilitates mapping and translation to other agencies' codes.
 - c) Test Scenarios FATPOT will provide a standardized list of tests for acceptance. Other tests can be suggested by the Customer providing that they are in the scope of the project.
 - d) Training Documentation Refer to Section 3.4.
 - e) **Product Manuals** FusionPLATFORM User and System Administration Guides will be provided electronically.
 - f) Interface Requirements Document This will validate the required functionality of the CAD interface with fusionPLATFORM.
- 3.6. <u>System Testing.</u> System testing will be conducted throughout the project in three distinct phases. These are described below:
 - a) External System Adapter Testing This testing will be conducted simultaneously with other implementation tasks and will largely involve FATPOT engineers and the CAD provider implementing its adapter. Except for facilitating access to the testing environment, the Customer is not expected to take part in this testing. Testing efforts will include all necessary system testing for the proper operation of all externally connected systems listed in Section 4.
 - b) End-to-End Acceptance Testing Once the test system, including all adapters and interfaces are operational, and FATPOT has recommended the system as being ready for release to the Customer, acceptance testing will be conducted by participating agencies under supervision by FATPOT. These tests will follow the test scenarios mutually agreed in the test plan defined during the discovery phase and documented in the Incident Sharing Scenario Documentation. This testing period will not last more than 30 total calendar days but may be shorter if acceptance is achieved earlier. The testing period will be paused for resolution of P1 & P2 defects as defined in Section 8. The conclusion of

acceptance testing occurs at the end of the 30 days or after successfully completing the acceptance test plan.

c) Burn-in Period – This phase begins at the conclusion of the End-to-End Acceptance testing by the Customer, or 15 days following FATPOT declaring that all deliverables are ready for implementation, whichever comes first.

Once a PSAP has been in production (Burn-in) for a total of 15 calendar days, the system will be automatically accepted. Days taken to resolve critical issues that require the system to be taken offline will not count toward the 15 calendar days. Any and all issues arising after the 15 days will be covered under by Annual Maintenance and by the FATPOT Technical Services group.

3.7. <u>Project Plan.</u> The fusionPLATFORM implementation includes tasks to be completed by multiple stakeholders including FATPOT Technologies, the Customer, agency representatives, and CAD providers. The tasks below are an overview and will be refined in a project plan with the Customer upon project kick-off.

a) Phase 1: Project Initiation

- i. Milestone 1: Project Kickoff Contract Execution & Software License Certificate Contract is fully executed and provided to all parties. A hard copy original software license certificate is delivered to the Customer. This is the meeting during which the project overview, deliverables, and schedule are presented. The project Kickoff will commence once necessary agreements between other parties have been completed and necessary work has been scheduled as described in Section 4.
- b) Phase 2a: CAD Provider Adapter Implementation and Configuration This Phase includes adapter development, deployment and configuration by the CAD Provider to the fusionPLATFORM.
- c) Phase 2b: Hosting Environment This Phase includes assessing the server and network requirements for the Customer fusionPLATFORM implementations, and assisting the Customer with any technical support while provisioning the hosting environment. The Customer will be responsible for setup and installation of the hosting environment.
- d) Phase 2c: Software Installation Basic server configuration is added for the Customer agencies on the fusionPLATFORM hosting environment. This phase may be executed simultaneously with other Phase 2 tasks.
 - i. **Milestone 2:** Software Installation Complete marks the completion of the of the system setup phase. Client Software is delivered to the Customer and connection to server is demonstrated.

- e) Phase 3: Discovery and Configuration This involves gathering of business requirements, CAD codes, and system configuration including code mappings training on the fusionPLATFORM. The Customer's Project Manager and agency Subject Matter Experts play a critical role during this phase.
 - i. **Milestone 3:** The Operational Scenario Document marks the completion of the Configuration Phase. A meeting is held during which the sharing functionality is demonstrated on the fusionPLATFORM. (The CAD interfaces are not required at this time.)
- f) Phase 4: System Provider End-to-End Testing This phase begins upon completion of all Phase 2 events. Initial end-to-end testing is conducted during this phase primarily involving FATPOT and CAD provider personnel. This will occur in a test environment.
 - Milestone 4: CAD Provider Interface Testing Complete marks the completion of this phase. CAD provider adapter is connected and successfully tested using established test criteria.
- g) Phase 5: Customer End-to-End Testing/Acceptance Testing This phase begins upon completion of System Provider End-to-End Testing from Phase 4. This phase is completed with Customer approval of all successful tests. A maximum of 30 calendar days will be allowed for testing purposes, though testing may be completed earlier. In the case that critical defects prevent the continuation of all testing, delays will not count against the 30 calendar days.

It is during this phase that customers gain close familiarity with the CAD and the fusionPLATFORM related functionalities. Standard Operating Procedures (SOP'S) are more fully defined and tested by the Customer during this time. This is a Customer driven phase with assistance from FATPOT. This will occur in a test environment.

- i. **Milestone 5:** Acceptance Testing Complete marks the completion of this phase. Acceptance testing of usable system is completed prior to deployment.
- h) Phase 6: Dispatcher Training/Deployment to Production Upon completion of Acceptance Testing, preparations for deployment to production may begin. The Customer will train its own dispatchers from SOPs defined during Phase 4. After the Customer led training is complete, the system is deployed to production and monitored in a live environment in the suggested sequence listed below. This is a Customer-driven phase with assistance from FATPOT.
 - i. OCFA & MetroNet: At this time, the current CADfusion 2.x platform will be switched to a publish-only mode for all four PSAPs. CAD-to-CAD capabilities involving Costa Mesa and Laguna Beach will be temporarily out of service. Deployment will proceed to the next step once stability has been reached.
 - ii. Add on Costa Mesa: Deployment will proceed to the next step once stability has been reached.

- iii. Add on Laguna Beach: Deployment will proceed to the next step once stability has been reached.
- iv. Disabling of CADfusion 2.x platform.
- i) Timelines and Shared Responsibilities The fusionUNIFY project plan distributes responsibilities between multiple parties. FATPOT's above proposed schedule outline will deliver a highly functional Product at a competitive price. The agreed upon price is dependent upon close and timely coordination and cooperation of all parties. Significant delays in customer and/or third parties assigned duties not only impact this Project but also other FATPOT projects awaiting resources. Delays caused by the Customer and/or third parties not fulfilling their responsibilities in a timely manner are extremely disruptive. In the event the Customer or provider has not fulfilled their responsibilities as outlined in Sections 4, 5 and 7, FATPOT may exercise its right to suspend this project in accordance with the "Customer Obligations" terms set forth in the Professional Services Agreement.
- 4. **EXTERNAL SYSTEM ADAPTER.** An adapter is required for each system integrating with the fusionPLATFORM (ex: CAD, RMS, etc.) The system being integrated must support the baseline capabilities as described in Section 5 of this SOW in order to have optimal interoperability functionality. FATPOT has worked with most major CAD system providers to help them build an adapter for fusionPLATFORM. FATPOT provides CAD system providers a full-featured Software Development Kit (SDK) with an application programming interface for developing their adapter. FATPOT also provides CAD system providers access to a fusionPLATFORM environment, sample adapter source code, and developer support to assist in the development process. FATPOT also supports testing of adapters to verify that each adapter passes the baseline set of capabilities. Any additional development or support services will be considered out of scope and are addressed in Exhibit D; Pricing Schedule, Section 2.1.

Costs incurred from the external system adapter provider are not covered in this SOW and are to be arranged for by the Customer as described in Section 7, Customer Responsibilities. For this project, FATPOT will support the integration of the following systems into the fusionPLATFORM as described below.

- 4.1. OCFA TriTech Inform CAD: fusionUNIFY This project will utilize an adapter developed by the CAD provider, TriTech, for use with FATPOT's Application Programming Interface (API) to exchange incident and unit information between the Customer's CAD system and fusionPLATFORM using a bidirectional exchange of information.
- 4.2. <u>Costa Mesa Superion CAD: fusionUNIFY</u> This project will utilize an adapter developed by the CAD provider, Superion, for use with FATPOT's Application Programming Interface (API) to exchange incident and unit information between the Customer's CAD system and fusionPLATFORM using a bidirectional exchange of information.
- 4.3. <u>Laguna Beach Hexagon CAD: fusionUNIFY</u> This project will utilize an adapter developed by the CAD provider, Hexagon, for use with FATPOT's Application Programming Interface (API) to exchange incident and unit information between the

Customer's CAD system and fusionPLATFORM using a bidirectional exchange of information.

- 4.4. Metro Net - Keystone CAD: fusionUNIFY - This project will utilize an adapter developed by the CAD provider, Keystone, for use with FATPOT's Application Programming Interface (API) to exchange incident and unit information between the Customer's CAD system and fusionPLATFORM using a bidirectional exchange of information.
- 4.5. OCMeds ImageTrend RMS: fusionCONNECT - FATPOT will deliver an upgraded interface for fusionPLATFORM to deliver CAD incident and unit information via the existing RMS ImageTrend interface for the purpose of auto-filling reports for OCFA and Costa Mesa agencies. (Additional agencies are not included in this SOW.) The FusionCONNECT datasubscriber interface will subscribe to data from fusionPLATFORM and forward relevant information to ImageTrend's standard web service application programming interface for OCMeds. It is the Customer's responsibility to ensure that all data fields required by ImageTrend are provided in the CAD systems' adapters through the fusionPLATFORM API.
- 4.6. Others: - Additional external system adapters may be added to fusionPLATFORM, but the licensing and Professional Services to integrate and test additional connections are not within the scope of this SOW.
- **EXTERNAL SYSTEM PROVIDER DEPENDENCIES.** The ability of the fusionPLATFORM to perform its 5. functional requirements depends on the external systems' ability to do the following:
 - 5.1. For fusionUNIFY adapters: Also known as a bidirectional adapter. The fusionUNIFY adapters should support the following capabilities:
 - a) Synchronize active CAD data upon connecting Including current CAD incident data and unit status data.
 - b) <u>Continuously update the fusionPLATFORM Including new incidents, updates,</u> comments, assigned units, unit status updates, and unit AVL updates.
 - c) Connection notices Provide connection and failure notices to the dispatcher.
 - d) Incorporate new incidents and updates received from the fusionPLATFORM -Present new incidents to the CAD operator, respond to and apply updates received from fusionPLATFORM in the CAD system.
 - e) Unit assignment and status updates Send and receive unit assignment and status updates with the fusionPLATFORM including for units controlled by other CAD systems.
 - <u>Unit resource requests</u> Send and respond to unit resource requests for specific units.
 - 5.2. For fusionCONNECT adapters: Also known as a data-subscriber adapter.
 - Receive synchronized active CAD data upon connecting Including current CAD incident data and unit status data.

- b) <u>Continuously receive updates from the fusionPLATFORM</u> Including new incidents, updates, comments, assigned units, unit status updates as applicable to the connected system.
- c) <u>Connection notices</u> Provide connection and failure notices to the user of the connected system.
- d) <u>Maintain State</u> Where applicable, if the connected system must know the evolving state of an incident's data in order to properly consume the data, the adapter is responsible for maintaining that state. For example, this may apply to recording the time stamp of a changing status which will result in several labeled time stamps for a single incident in the end. Such as: unit dispatch time, unit enroute time, unit arrival time, etc.

5.3. Other Considerations:

- a) <u>Functionality</u> Data, functionality, and operational incongruences between the connected CAD systems may limit the level of interoperability achievable. Although the fusionPLATFORM may support certain capabilities, FATPOT cannot provide functionality that the external system does not support. In cases where there is a gap between needs and what the CAD system is able to provide, fusionNOTIFY standard notifications will be used. FATPOT will assist 3rd Party system providers to understand the baseline requirements to support interoperability.
- 5.4. <u>Connection Monitoring</u> The connection between the CAD system and the fusionPLATFORM is continually monitored through heartbeat transactions to detect system network failures. This allows the CAD system to notify its CAD users when a disconnection from the fusionPLATFORM has been detected. It will be the responsibility of the CAD provider to implement this notification feature.

6. **GENERAL ASSUMPTIONS**

- 6.1. <u>Data in Transit</u> The Customer will be responsible for the security of data in transit between the fusionPLATFORM and the integrated adapters and interfaces (e.g. CAD and the CAD system) by implementing practices acceptable to all participants (e.g. VPN tunneling, secure network circuits).
- 6.2. <u>Data at Rest</u> The Customer will be responsible for the security of data at rest by way of physical security of the hosting location of the fusionPLATFORM.
- 6.3. <u>COTS System</u> FusionPLATFORM is a configurable Commercial-Off-The-Shelf (COTS) Product. The Customer has evaluated the functionality and capabilities of the fusionPLATFORM system. Configuration changes and effort spent analyzing issues in the operation of the fusionPLATFORM environment will be performed as tasks under this SOW. Any customizations or enhancements to existing functionality may be requested through a Change Order process.
- 6.4. <u>Software Defects</u> Software defects that are found during the implementation, once confirmed, are managed through the acceptance criteria in Section 8 in this SOW.

6.5. <u>Background checks or clearance processes</u> – The Customer will not assess FATPOT any Fee(s) for processing background checks or security clearances that FATPOT employees may be subjected to in order to access agency sensitive data either on site or by way of remote connection. In addition, the Customer will not require any travel from FATPOT employees for the express purpose of completing any security clearance process. FATPOT employees will provide the needed information (e.g. completed forms, fingerprints, identification, etc.) and provide them to the Customer in a timely manner. The Customer will expedite the processing of background checks and clearances to minimize project delays.

7. **CUSTOMER RESPONSIBILITIES.**

- 7.1. <u>Project Manager (PM)</u> The Customer will ensure that a representative is designated as its Project Manager. It is the Customer PM's responsibility to coordinate overall efforts and to ultimately drive the project to completion. The Customer PM will ensure that tasks identified in this section are carried out in order to complete the implementation in a timely fashion. The Project Manager may become the fusionPLATFORM Administrator following completion of the project.
- 7.2. External System Adapters As named in Section 4, the Customer and participating agencies are expected to contract directly with their external system provider (ex: CAD, RMS, etc.) for all licensing, professional services and ongoing maintenance related to each respective adapter to the fusionPLATFORM. The licensing and implementation costs of these adapters are not included in this SOW and are to be borne separately by the Customer. It is the responsibility of the Customer to finalize all contract arrangements with the external system providers before FATPOT begins work on this SOW.
- 7.3. <u>Governance</u> The Customer will designate an administrative representative (or representatives) to address policy decisions related to this project as well as to support ongoing sustainability of the delivered system. This governance body must be identified early in the project in order to mitigate the risk of project delays due to policy decisions that may need to be addressed.
- 7.4. <u>Dispatch Center Participation</u> The Customer's project manager and governance body is responsible for championing the participation of all named dispatch centers and agencies named in Section 4 and ensuring that individuals, who are knowledgeable with their agency practices and are empowered with decision making authority, from each dispatch center participate in project meetings and communications. If any single agency demonstrates a lack of responsiveness or lack of participation and causes a significant delay that substantially impacts the overall Project Plan, that agency or dispatch center will be temporarily removed from the project and the remaining agencies will continue with the implementation process. If any removed dispatch center later shows a renewed interest, there will be a prorated reengagement Fee assessed commensurate to the impact on the project as a whole and when that agency or dispatch center was removed from the project. Reengagement Fee(s) will be managed through Change Orders.
- 7.5. <u>Testing Coordination</u> It is difficult to predict the time needed to accomplish sufficient testing because of a number of unknown factors (for example: readiness of technology partners, well defined customer goals, consistent participation in testers). Since the Customer has a uniquely positioned relationship with all participating technology providers, it is the Customer's Project Manager's responsibility to coordinate all testing sessions for this project. FATPOT will provide clarity and direction for the needed testing sessions during the appropriate phases of the project.

- 7.6. <u>Subject Matter Experts (SME)</u> The Customer will ensure that representatives are assigned to serve as the Subject Matter Experts (SME) for all agencies that will be sharing information through this project. Ideally, this will be a CAD Administrator or Dispatcher with a detailed understanding of the daily operations at the dispatch center. Members of this group should remain consistent throughout the project. The SMEs will be required to attend scheduled meetings and work sessions with FATPOT and the PM. Responsibilities include but are not limited to:
 - a) Documenting common incident-sharing scenarios and business practices
 - b) Providing lists of units, codes, and descriptions
 - c) Mapping units and codes to the common code set
 - d) Assistance in the development of the collaborative Documentation described in Section 3.5.
 - e) Documenting test scenarios for final acceptance
 - f) Assistance testing and troubleshooting
- 7.7. <u>Hosting Environment</u> The server hardware, operating system software, and VM software (if applicable) to host the fusionPLATFORM will be acquired, hosted and maintained by the Customer. Customer maintenance responsibilities includes but is not limited to ensuring that operating systems are updated with the latest security patches and data hosted on the system is backed up on a regular basis. The Customer will see that all agreements necessary for this hosting arrangement are made between all participating agencies.
- 7.8. <u>Agency Metrics</u> Hardware specifications will be provided by FATPOT to the Customer after system metrics are provided, such as: Call for Service average and peak volumes, average and peak AVL usage.
- 7.9. <u>Network Connections</u> The Customer is responsible for establishing a secure connection between the fusionPLATFORM system and the connecting CAD system adapters including:
 - a) Establishing Network Connection
 - b) Establishing Network Encryption
 - c) Configuring Firewalls
 - d) Enabling authorized FATPOT representatives to remotely access all project related systems
- 7.10. <u>Memorandum of Understanding</u> The Customer is responsible for obtaining any agreements necessary for the sharing of CAD data from, and with, all participating agencies as required by each agency's policy.
- 7.11. <u>Customer Assumes Responsibility for Participating Agencies</u> The Customer assumes the responsibility for all deliverables of any participating Agencies as described in this section as well as throughout this SOW.
- 7.12. Agency Specific Training FATPOT will provide training related to the fusionPLATFORM console (fusionPORTAL) and administrator user training as outlined in Section 3.4. All training related directly to dispatch operations will be conducted by the Customer.

- 7.13. <u>Test Environment</u> The Customer is responsible to provide a test CAD environment for each connected CAD system that adequately mirrors their Operation/Production environment, with associated test data that is capable of interfacing with the fusionPLATFORM. The test environment will operate on the fusionPLATFORM server installed at the Customer facility referenced in Section 7.7.
 - a) Failure to provide a complete test environment with complete test data and configuration similar to that of the production environment with fusionPLATFORM adapters for all interfaced systems, will require additional testing and implementation effort outside the scope of this SOW, and will be priced accordingly and managed through a Change Order process.
- 7.14. Remotely Accessible Test CAD Console The Customer is responsible for providing FATPOT personnel with remote access to a CAD console for each connected CAD system that can be used for testing with fusionPLATFORM for each CAD system. The console will be accessible to FATPOT personnel with login credentials that are capable of adding and modifying incidents and make unit assignments in order to conduct end-to-end system testing. The test CAD console should be configured to match the production system.
 - a) The test CAD console allows FATPOT personnel to rapidly implement and test functionality as needed while limiting the requirement to involve agency personnel until Customer End-to-End testing. Lack of a remotely accessible test CAD console will require additional testing and implementation effort outside the scope of this SOW, and will be priced accordingly and managed through a Change Order process.
- 7.15. VPN Access For Testing and Maintenance The Customer will provide FATPOT engineers with Remote Desktop Protocol (RDP) access via VPN over a 10Mbps or better connection, or other equivalent remote access to the fusionPLATFORM application server(s), database server(s), and test CAD Consoles in order to support rapid development and debugging during the testing period. VPN access should be generally available throughout the project and not require requests for specific work sessions. The VPN services are to be hosted at the Customer facility on Customer owned equipment.
 - a) Failure to provide acceptable remote access to the fusionPLATFORM application server(s), database server(s), and test CAD Consoles will delay the project and will require additional testing and implementation effort outside the scope of this SOW, and will be priced accordingly and managed through a Change Order process.
- 8. **ACCEPTANCE CRITERIA.** FATPOT and the Customer will develop and execute an acceptance test plan for all work completed under this SOW to confirm the system meets the functional requirements of the COTS fusionPLATFORM system. Any defects that are raised will be prioritized as follows:

Priority	Description
P1: Critical Priority	A fatal software application error that prevents the system from starting/re-
	starting and/or a database integrity error.

P2: High Priority	Users are not able to use mission critical functionality necessary to capture or maintain their data. There is no known work-around or there is an unacceptable and production-limiting work-around.
Per industry standards defects.	s, the system is considered ready for fielding when there are no known P1 or P2
P3: Medium Priority	Users have an acceptable and defined work-around, which will allow them to continue or the problem will not inhibit production activity.
P4: Low Priority This is a nuisance to the end-users, but is not a production-limiting	

9. **PROJECT RISKS.** The integration efforts involved when integrating the bidirectional fusionPLATFORM with multiple adapters and interfaces includes several risks, the outcome of which are not completely certain until implementation and testing is complete. Based upon the differences of each CAD system, incongruences may exist in the methods of sharing incidents and exchanging information through their connection to fusionPLATFORM. Thus, actual functionality can vary widely by agency, even for those using the same make of CAD system. Accordingly, each agency is treated as a separate custom integration with inherent risks associated with configuration efforts. FATPOT will discuss risk mitigation efforts with the Customer early in the discovery phase.

EXHIBIT D PRICING SCHEDULE

- 1. **STATEMENT OF WORK REFERENCE.** This Pricing Schedule corresponds with the "UPGRADE OF OCRS CAD-TO-CAD SYSTEM Project" Statement of Work (SOW).
- 2. **STATEMENT OF WORK DELIVERABLES.** All deliverables in the Statement of Work are included in the price detailed below. The first year of licensing and Technical Services is included in this price.

One-Time License Costs

Qty	Product SKU	Description	Standard Price	Discounted Price	Total
4	10003	FusionUNIFY License (per CAD)	\$40,959	\$36,863	\$147,452
14	10006	FusionPORTAL-UNIFY Workstation licenses - OCFA	\$4,654	\$4,189	\$58,640
10	10006	FusionPORTAL-UNIFY Workstation licenses - Metro Net	\$4,654	\$4,189	\$41,886
4	10006	FusionPORTAL-UNIFY Workstation licenses - Costa Mesa	\$4,654	\$4,189	\$16,754
3	10006	FusionPORTAL-UNIFY Workstation licenses - Laguna Beach	\$4,654	\$4,189	\$12,566
1	10009	FusionCONNECT - RMS (one way) OCMeds - OCFA	\$31,650	\$28,485	\$28,485
1	10009	FusionCONNECT - RMS (one way) OCMeds - Costa Mesa	\$31,650	\$28,485	\$28,485
20	10004	FusionPORTAL - AWARE Workstation licenses	N/C	N/C	N/C
		Total one-time license costs			\$334,269
		Discount for being current on CADfusion 2.x maintenance			\$334,269
			Total		\$0

One-Time Professional Services Costs

Qty	Product SKU	Descr	iption	Standard Price	Discounted Price	Total
1505	10015	1	FusionUNIFY Professional Services - 4 CAD Systems	\$200	\$100	\$150,500
65	10015	1, 2	Professional Services - OCRS Customized Move-up Functionality	\$200	\$100	\$6,500
220	10015	1, 2	FusionCONNECT - RMS (one way) Professional Services (2)	\$200	\$100	\$22,000
			Total Professional Services for recommended Upgrade project		Total	\$179,000

¹ Includes: Installation, Configuration, Deployment, Testing, Training, and Project Management as defined in SOW

2.1. Other Professional Services: All Professional Services requested by the Customer during this project that fall outside the scope of the referenced Statement of Work will be at a labor rate of \$1,200/day. All out of scope travel related expenses will be billed at cost plus 20%. Any day requiring travel to, travel from, or presence at or near the Customer's location will incur a full 8 hour day of labor for each person.

² Includes: Development, Quality Assurance, Integration as defined in SOW

- a) All out of scope Professional Services will be agreed upon in advance in writing through a Change Order and will be billable to the Customer immediately following the completion of the said Professional Services. The terms of payment are subject to terms of the Software License Agreement.
- 3. **ANNUAL MAINTENANCE**: Fee(s) for License Renewals and ongoing Technical Support (Annual Maintenance) should be included in the Customer's budget for future years. Annual Maintenance is to be paid at the beginning of each renewal year. The current Annual Maintenance Fee(s) will continue until the completion of this project and acceptance of all deliverables. At which time, a prorated refund of Fee(s) under the old pricing will be issued for the remaining renewal year and will be offset by a prorated charge under the new pricing. Any credit will be applied to the following renewal year. The Annual Maintenance Fee schedule for this project is listed as follows:

Qty	Product	Description	Standard Price	Discount Price	Total
4	20003	FusionUNIFY License (per CAD)	\$8,192	\$7,373	\$29,490
14	20006	FusionPORTAL-UNIFY Workstation licenses - OCFA	\$931	\$838	\$11,728
10	20006	FusionPORTAL-UNIFY Workstation licenses - Metro Net	\$931	\$838	\$8,377
4	20006	FusionPORTAL-UNIFY Workstation licenses - Costa Mesa	\$931	\$838	\$3,351
3	20006	FusionPORTAL-UNIFY Workstation licenses - Laguna Beach	\$931	\$838	\$2,513
1	20009	FusionCONNECT - RMS (one way) OCMeds - OCFA	\$6,330	\$5,697	\$5,697
1	20009	FusionCONNECT - RMS (one way) OCMeds - Costa Mesa	\$6,330	\$5,697	\$5,697
		Total Annual Main	tenance Cost		\$66,853.80

4. **MILESTONES AND PAYMENTS**. The project timeline will approximately follow the milestones and payment terms below. The specific timeline will be negotiated as needed. The Customer agrees to the following milestones and payment terms.

Profe	Professional Services Milestones				
No.	Milestone	Description	Pct Pmt Due	Pmt Due	
1	Project Kickoff Meeting Onsite meeting during which the project overview, deliverables, and schedule are presented.		20%	\$35,800	
2	Software Installation Software is installed, basic Customer configurations are made, the client Software is delivered to the Customer and connection to the server is demonstrated.		20%	\$35,800	
3	Operational Scenarios Documented The Documentation of the Operational Scenarios marks the completion of the Configuration Phase. During a meeting, the sharing functionality is demonstrated on the fusionPLATFORM. (The CAD interfaces are not required at this time.)		20%	\$35,800	

Prof	essional Services Milestones				
4	CAD Provider End-to- End Testing Complete	CAD Provider Interface Testing Complete marks the completion of this phase. CAD provider adapter is installed, connected, and successfully tested using established test criteria.	20%	\$35,800	
5	Acceptance Testing Complete	Acceptance of the system as defined in the SOW marks the completion of this phase. Acceptance testing of usable test system is completed prior to deployment.	20%	\$35,800	
		Total:	100%	\$179,000	

4.1. <u>Responsible Party.</u> The responsible party for the milestone payments on this project and subsequent annual license renewals and maintenance will be:

Orange County Fire Authority
Attn: Linda Madrid, Accounts Payable
PO Box 57115
Irvine, CA
92619-7115
714-573-6356
AP@ocfa.org

5. **OFFER EXPIRATION.** All offers in this Pricing Schedule including pricing and the milestone payment schedule, expire January 31, 2018. Pricing and the milestone payment schedule will be renegotiated if this Agreement is not executed by the above stated expiration date.

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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:	Requested By:	Date:		
Support Services/Information Technology	Todd Muilenburg	11/2/2017		
Recommended Vendor: FATPOT TECHNOLOGIES, LLC	Vendor Contact: Richard King	Vendor's E-mail Address: rking@fatpot.com		
Vendor Address: 655 Medical Drive Suite 100, Bountiful, UT 84010		Vendor's Telephone #: 801-397-3973		
Type of Contract: ☐ One-time ☐ Multi-Year ☐ Renewal ☐ Amendment ☐ Increase	Contract Amount: \$196,900			
If the contract type is a Renewal, Amendment or Increa	Attachments:			
information with this request (PO, BO, previous approv	■Yes □No			
and dollar amount).				

SECTION III - JUSTIFICATION

1. Provide a detailed description of the product or service requested. Describe what it is. Attach additional sheet if necessary.

FATPOT Technologies, LLC provides software and support services for the Regional CAD2CAD (C2C) and AVL system. The C2C system works as an interface between the four Regional Dispatch agencies CAD systems including OCFA,

Laguna Beach, Costa Mesa, and Metronet for mutual aid requests, apparatus GPS location, status, situational awarenes

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.

FATPOT Technologies, LLC is the sole proprietor of C2C technology used by the OCFA and the other Fire agencies in Orange County. They were selected after a competitive RFP process in 2007. Staff reviewed other CAD2CAD vendors, met with other agencies, and determined FATPOT continues to provide the Best in Class product.

Revised 4-19-17

OPOTION III IIIOTIFIO A TION (a sudine sulla	
SECTION III – JUSTIFICATION (continued) After 10-years experience with FATPOT it is more beneficial to	upgrade existing FATPOT' technology.
The following of the second of	
3. Pricing - What efforts were made to get the best pricing the vendor, did the vendor provide a discount)? Please pricing FATPOT reduced their Professional Services rate by 50% (\$200)	provide the quote with your sole source request.
software and licenses at no charge (a savings of \$334,269).	
4. Will this purchase obligate the OCFA to future purchase (If yes, please explain how and what the future costs will be.) Yes, it will be necessary to continue annual software maintenar cost is \$66,853 which represents a significant price reduction from	nce and licensing fees with FATPOT. Estimated annual
\$103,000 annual. The annual maintenance costs are cost-reco	overed from our Regional Fire agency partners based on a
formula that calculates the percentage of the total area served l	by each Fire Agency compared to the entire County
to apportion the percentage of the annual maintenance costs for	
Sole Source Request Submitted by:	
REQUESTORS NAME SI	IGNATURE DATE
Todd Muilenburg	2-Nov-2017
	IGNATURE DATE
Joel Brodowski ASSISTANT CHIEF NAME / \SI	2-Nov-2017
Dave Anderson	2-Nov-2017
The second	
Purchasing Manager's Comments:	
PURCHASING MANAGER'S APPROVAL	DATE
ASSISTANT CHIEF BUSINESS SERVICES CONCURR	RENENCE DATE
Lou Zeller	11/7/17
Executive Committee Approval Required ■Yes □No Sole	e Source over \$50,000
Executive Committee Approved: ☐Yes ☐No Date appr	Revised 4-19-1