



**NOTICE AND CALL OF A SPECIAL MEETING OF  
THE ORANGE COUNTY FIRE AUTHORITY  
EXECUTIVE COMMITTEE**

A Special Meeting of the  
Orange County Fire Authority Executive Committee  
has been scheduled for January 26, 2017  
at 4:00 p.m.

The meeting will be held at:  
Orange County Fire Authority  
Regional Fire Operations & Training Center  
Board Room  
1 Fire Authority Road  
Irvine, CA

The business to be transacted at the meeting will be  
as shown on the attached Agenda.

Opportunity will be provided for members of the public to address the  
Orange County Fire Authority Board of Directors  
regarding any item of business as described on the Agenda.

A handwritten signature in blue ink, reading "Gene Hernandez", is written over a horizontal line.

Gene Hernandez, Chair



# ORANGE COUNTY FIRE AUTHORITY

## AGENDA

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

### EXECUTIVE COMMITTEE SPECIAL MEETING Thursday, January 26, 2017 4:00 P.M.

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

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 Senior Chaplain Dave Keehn

**PLEDGE OF ALLEGIANCE** by Director Shawver

### ROLL CALL

**1. PRESENTATIONS**

No items.

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

- Quarterly Capital Improvement Projects Update (Schroeder)

**PUBLIC COMMENTS**

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

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

The Agenda and Minutes are now available through the Internet at [www.ocfa.org](http://www.ocfa.org). You can access upcoming agendas on the Monday before the meeting. The minutes are the official record of the meeting and are scheduled for approval at the next regular Executive Committee meeting.

**2. MINUTES****A. Minutes from the November 17, 2016, 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. First Quarter Financial Newsletter**

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

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

Recommended Action:

Receive and file the report.

**C. Award of Bid SC2166 – Blanket Order for Fire Hose**

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

Recommended Actions:

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

**D. California State Association of Counties Excess Insurance Authority Workers' Compensation Excess Insurance**

Submitted by: Brigitte Gibb, Director/Human Resources Division

Recommended Action:

Approve and authorize the Purchasing Manager to increase blanket order B01001-8 by an additional \$47,488 in order to pay the additional premium adjustment based on the actual FY 2015/16 payroll.

**E. Classification Specifications - Title Change and New Classifications**

Submitted by: Brigitte Gibb, Director/Human Resources Division

**Human Resources Committee Recommendation: *APPROVE***

Recommended Action:

Approve the title change, new classification specifications and corresponding salary, and addition of a Board Director Position to the Master Position Control.

**F. Sole Source Goodrich Rescue Hoist Overhaul**

Submitted by: Dave Thomas, Assistant Chief/Operations Department

Recommended Actions:

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



**G. Award of Bid JA2179 – Installation of Flight Director System**

Submitted by: Dave Thomas, Assistant Chief/Operations Department

Recommended Action:

Approve and authorize the Purchasing Manager to issue a purchase order to Rotorcraft Support in the amount of \$180,133.80 for the installation of flight director systems on both OCFA Bell 412EP helicopters.

**H. Blanket Order Contract Extensions – Fuel Contracts**

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

Recommended Actions:

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

**I. Cooperative Contract – Blanket Order for Wireless Service and Hardware**

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

Recommended Actions:

1. Approve and authorize the Purchasing Manager to issue a blanket order contract to Verizon Wireless in the amount of \$665,000 annually, utilizing the NASPO/Valuepoint cooperative contract through June 30, 2019.
2. Approve and authorize the Purchasing Manager to increase the contract with Verizon Wireless for additional services as needed not-to-exceed 3% per year, provided that the cooperative agreement is in effect and funding is available.

**J. Request for Special Procurement For Rugged Cases, Vehicle Mounting & Charging Systems**

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

Recommended Actions:

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

**K. Approval to Purchase Additional Microsoft Software Licenses**

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

Recommended Action:

Approve and authorize the Purchasing Manager to issue a purchase order to PCMG, Inc. for the purchase of 309 additional Microsoft software licenses in the amount of \$113,991.73 (prorated for the remaining contract term ending July 31, 2018), contingent upon approval of the Mid-Year Budget.

**END OF CONSENT CALENDAR****4. DISCUSSION CALENDAR**

No items.

**COMMITTEE MEMBER COMMENTS****CLOSED SESSION**

No items.

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

**AFFIDAVIT OF POSTING**

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

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

**UPCOMING MEETINGS:**

Budget and Finance Committee Meeting	Wednesday, February 8, 2017, 12 noon
Claims Settlement Committee Meeting	Thursday, February 23, 2017, 5:00 p.m.
Executive Committee Meeting	Thursday, February 23, 2017, 5:30 p.m.

# **MINUTES ORANGE COUNTY FIRE AUTHORITY**

**Executive Committee Regular Meeting  
Thursday, November 17, 2016  
5:30 P.M.**

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

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## **CALL TO ORDER**

Chair Hernandez called the regular meeting of the Orange County Fire Authority Executive Committee to order at 5:30 p.m. on November 17, 2016.

## **INVOCATION**

Chaplain Brett Peterson offered the invocation.

## **PLEDGE OF ALLEGIANCE**

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

## **ROLL CALL**

**Present:** Carol Gamble, Rancho Santa Margarita  
Noel Hatch, Laguna Woods  
Gene Hernandez, Yorba Linda  
Jeffrey Lalloway, Irvine  
Ed Sachs, Mission Viejo  
David Shawver, Stanton  
Todd Spitzer, County of Orange County  
Elizabeth Swift, Buena Park

**Absent:** Al Murray, Tustin

## **Also present were:**

Fire Chief Jeff Bowman  
Assistant Chief Mike Schroeder  
Assistant Chief Brian Young  
General Counsel David Kendig

Assistant Chief Lori Zeller  
Communications Director Sandy Cooney  
Human Resources Director Brigitte Gibb  
Clerk of the Authority Sherry Wentz

## **1. PRESENTATIONS**

No items.

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

Budget and Finance Committee Chair Sachs reported at its November 9, 2016, meeting, the Committee voted unanimously to send the Monthly Investment Reports to the Executive Committee to receive and file the reports, and voted unanimously to send the Annual Statement of Investment Policy and Investment Authorization; 2016 Long Term Liability Study & Expedited Pension Payment Plan; Audited Financial Reports for the Fiscal Year Ended June 30, 2016; and the Community Risk Reduction Fee Development to the Board of Directors for approval.

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

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

## **2. MINUTES**

### **A. Minutes from the October 27, 2016, Regular Executive Committee Meeting (F: 12.02A2)**

On motion of Vice Chair Swift and second by Director Sachs, the Executive Committee voted unanimously by those present to approve the October 27, 2016, Minutes as submitted.

## **3. CONSENT CALENDAR**

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

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

### **B. Sole Source Blanket Order Renewal –PulsePoint (F: 19.08A2a7)**

Assistant Chief Mike Schroeder presented an overview of the revised staff report.

On motion of Vice Chair Swift and second by Director Spitzer, the Executive Committee voted unanimously by those present to authorize the Purchasing Manager to renew the sole source blanket order with Physio-Control Inc. for maintenance and support of PulsePoint software at a total cost \$139,980 for a five-year term.

## **END OF CONSENT CALENDAR**

## **4. DISCUSSION CALENDAR**

No items.

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

Vice Chair Swift reported attending the annual Trauma Intervention Program's Heroes with Heart event where ECC/Dispatcher Kim Knoble was recognized with an award for going above and beyond the scope of her duties; attended the Extreme Ownership training led by former U.S. Navy Seal Jocko Willink; and the 42<sup>nd</sup> Reserve Firefighter's graduation.

Director Shawver reported the residents of the city of Stanton defeated Measure QQ in the November election, which would have repealed a voter enacted funding for 9-1-1 public safety and essential services protection.

## **CLOSED SESSION**

No items.

**ADJOURNMENT** – Chair Hernandez adjourned the meeting at 5:47 p.m. The next regular meeting of the Executive Committee is scheduled for Thursday, January 26, 2017, at 5:30 p.m.

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



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee Meeting  
January 26, 2017

Agenda Item No. 3A  
Consent Calendar

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**Monthly Investment Reports**

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**Contact(s) for Further Information**

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

**Summary**

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

**Prior Board/Committee Action**

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

At its regular January 11, 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**

Since the Committee did not meet in December, attached are the final monthly investment reports for the months ending October 31 and November 30, 2016. A preliminary investment report as of December 16, 2016, is also provided as the most complete report that was available at the time this agenda item was prepared.

**Attachment(s)**

Final Investment Report – October 2016/Preliminary Report – November 2016  
Final Investment Report – November 2016/Preliminary Report – December 2016

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



***Final Report – October 2016***

***Preliminary Report – November 2016***





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***Orange County Fire Authority***

***Final Investment Report***

***October 31, 2016***



## **EXECUTIVE SUMMARY**

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

During the month of October 2016, the size of the portfolio decreased significantly to \$121.9 million from \$141.2 million. Significant receipts for the month included a cash contract payment, charges for current services and other intergovernmental agency payments totaling \$4.9 million. Significant disbursements for the month included two biweekly payrolls which were approximately \$9.6 million each with related benefits and a total payment of \$2.6 million for 2 Tractor Drawn Aerial Quints. Total October cash outflows amounted to approximately \$25.1 million. The portfolio's balance is expected to increase in November.

In October, the portfolio's yield to maturity (365-day equivalent) increased by 7 basis points to 0.64% while the effective rate of return dropped by 2 basis points to 0.60% for the month and stayed unchanged at 0.61% for the fiscal year-to-date. The average maturity of the portfolio lengthened slightly by 2 days to 107 days to maturity.

### ***Economic News***

U.S. economic activity continued to pick up moderately in October 2016, although overall activity remained mixed. Employment conditions stayed solid. There were a total of 161,000 new jobs created in October; however, a consensus had expected a higher number for the month. The unemployment rate improved slightly declining by 1 basis point to 4.9%. While consumer confidence reversed and dropped more than expected in October, retail sales rose better than expected for the month. Manufacturing activity continued to increase slightly in October while the non-manufacturing sector decreased. The CPI (Consumer Price Index) edged up slightly and remained low. Existing home sales reversed and climbed to a much stronger number than expected reaching the highest level in more than 9.5 years. On the other hand, new home sales pulled back for the month. Industrial production stayed unchanged. On November 2, 2016, the Federal Open Market Committee met and voted to keep the federal funds rate unchanged at a target range of 0.25% - 0.50% and slightly upgraded its assessment of the economy. Current expectations remain that the Fed will likely raise interest rates at their next scheduled meeting in December.

**BENCHMARK COMPARISON AS OF OCTOBER 31, 2016**

3 Month T-Bill: 0.33%

1 Year T-Bill: 0.66%

6 Month T-Bill: 0.48%

LAIF: 0.65%

OCFA Portfolio: 0.60%

**PORTFOLIO SIZE, YIELD, & DURATION**

	<u><i>Current Month</i></u>	<u><i>Prior Month</i></u>	<u><i>Prior Year</i></u>
<i>Book Value-</i>	\$121,932,169	\$141,183,986	\$132,679,458
<i>Yield to Maturity (365 day)</i>	0.64%	0.57%	0.37%
<i>Effective Rate of Return</i>	0.60%	0.62%	0.31%
<i>Days to Maturity</i>	107	105	77



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

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

(See Note 1 on page 9)

(See Note 2 on page 9)

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM/C 360 Equiv.	YTM/C 365 Equiv.
Money Mkt Mutual Funds/Cash	5,524,981.10	5,524,981.10	5,524,981.10	4.57	1	1	0.001	0.001
Federal Agency Coupon Securities	29,000,000.00	29,019,260.00	29,000,256.25	24.01	1,024	404	0.973	0.986
Federal Agency Disc. -Amortizing	24,000,000.00	23,992,460.00	23,990,315.28	19.86	96	46	0.310	0.314
Local Agency Investment Funds	62,293,001.91	62,312,065.56	62,293,001.91	51.56	1	1	0.645	0.654
<b>Investments</b>	<b>120,817,983.01</b>	<b>120,848,766.66</b>	<b>120,808,554.54</b>	<b>100.00%</b>	<b>266</b>	<b>107</b>	<b>0.628</b>	<b>0.636</b>

**Cash and Accrued Interest**

Passbook/Checking (not included in yield calculations)	979,690.05	979,690.05	979,690.05		1	1	0.000	0.000
Accrued Interest at Purchase		38,341.67	38,341.67					
Subtotal		1,018,031.72	1,018,031.72					
<b>Total Cash and Investments</b>	<b>121,797,673.06</b>	<b>121,866,798.38</b>	<b>121,826,586.26</b>		<b>266</b>	<b>107</b>	<b>0.628</b>	<b>0.636</b>

Total Earnings	October 31 Month Ending	Fiscal Year To Date
Current Year	66,887.97	304,325.00
Average Daily Balance	130,767,193.77	148,077,846.72
Effective Rate of Return	0.60%	0.61%

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

Patricia Jakubiak, Treasurer

11/4/16

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

Book Value of Cash & Investments before GASB 31 (Above)	\$ 121,826,586.26
GASB 31 Adjustment to Books (See Note 3 on page 9)	\$ 105,582.35
<b>Total</b>	<b>\$ 121,932,168.61</b>

# ORANGE COUNTY FIRE AUTHORITY

## Portfolio Management

### Portfolio Details - Investments

October 31, 2016

(See Note 1 on page 9)

(See Note 2 on page 9)

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity	Maturity Date
<b>Money Mkt Mutual Funds/Cash</b>											
SYS528	528	Federated Treasury Obligations			5,524,981.10	5,524,981.10	5,524,981.10	0.001	0.001	1	
<b>Subtotal and Average</b>			<b>11,912,928.88</b>		<b>5,524,981.10</b>	<b>5,524,981.10</b>	<b>5,524,981.10</b>		<b>0.001</b>	<b>1</b>	
<b>Federal Agency Coupon Securities</b>											
3133EFJP3	889	Federal Farm Credit Bank	Callable Anytime	10/15/2015	10,000,000.00	10,000,000.00	10,000,000.00	1.100	1.054	713	10/15/2018
3134G7FK2	883	Fed Home Loan Mtg Corp		06/30/2015	9,000,000.00	9,019,260.00	9,000,000.00	1.100	1.065	507	03/23/2018
3134G9JR9	894	Fed Home Loan Mtg Corp	Callable 11-3-16	08/29/2016	10,000,000.00	10,000,000.00	10,000,256.25	1.290	0.848	2	05/03/2019
<b>Subtotal and Average</b>			<b>29,002,054.13</b>		<b>29,000,000.00</b>	<b>29,019,260.00</b>	<b>29,000,256.25</b>		<b>0.986</b>	<b>404</b>	
<b>Federal Agency Disc. -Amortizing</b>											
313384R76	895	Fed Home Loan Bank		08/31/2016	10,000,000.00	9,998,200.00	9,997,416.67	0.300	0.309	31	12/02/2016
313385AS5	896	Fed Home Loan Bank		09/15/2016	5,000,000.00	4,996,600.00	4,995,938.11	0.380	0.391	77	01/17/2017
313384T58	897	Fed Home Loan Bank		09/23/2016	9,000,000.00	8,997,660.00	8,996,962.50	0.270	0.278	45	12/16/2016
<b>Subtotal and Average</b>			<b>25,922,693.91</b>		<b>24,000,000.00</b>	<b>23,992,460.00</b>	<b>23,990,315.28</b>		<b>0.314</b>	<b>46</b>	
<b>Local Agency Investment Funds</b>											
SYS336	336	Local Agency Invstmt Fund			62,293,001.91	62,312,065.56	62,293,001.91	0.654	0.654	1	
<b>Subtotal and Average</b>			<b>63,929,516.88</b>		<b>62,293,001.91</b>	<b>62,312,065.56</b>	<b>62,293,001.91</b>		<b>0.654</b>	<b>1</b>	
<b>Total and Average</b>			<b>130,767,193.77</b>		<b>120,817,983.01</b>	<b>120,848,766.66</b>	<b>120,808,554.64</b>		<b>0.636</b>	<b>107</b>	

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

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
<b>Money Mkt Mutual Funds/Cash</b>										
SYS10033	10033	Revolving Fund		07/01/2016	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2016	959,690.05	959,690.05	959,690.05		0.000	1
<b>Average Balance</b>			<b>0.00</b>	Accrued Interest at Purchase		<b>38,341.67</b>	<b>38,341.67</b>			<b>1</b>
				Subtotal		<b>1,018,031.72</b>	<b>1,018,031.72</b>			
<b>Total Cash and Investments</b>			<b>130,767,193.77</b>		<b>121,797,673.06</b>	<b>121,866,798.38</b>	<b>121,826,586.26</b>		<b>0.636</b>	<b>107</b>

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





**ORANGE COUNTY FIRE AUTHORITY**  
**Aging Report**  
**By Maturity Date**  
**As of November 1, 2016**

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

					Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval: 0 days	( 11/01/2016 - 11/01/2016 )	4 Maturities	0 Payments		68,797,673.06	56.49%	68,797,673.06	68,816,736.71
Aging Interval: 1 - 30 days	( 11/02/2016 - 12/01/2016 )	0 Maturities	0 Payments		0.00	0.00%	0.00	0.00
Aging Interval: 31 - 60 days	( 12/02/2016 - 12/31/2016 )	2 Maturities	0 Payments		19,000,000.00	15.60%	18,994,379.17	18,995,860.00
Aging Interval: 61 - 91 days	( 01/01/2017 - 01/31/2017 )	1 Maturities	0 Payments		5,000,000.00	4.10%	4,995,936.11	4,996,600.00
Aging Interval: 92 - 121 days	( 02/01/2017 - 03/02/2017 )	0 Maturities	0 Payments		0.00	0.00%	0.00	0.00
Aging Interval: 122 - 152 days	( 03/03/2017 - 04/02/2017 )	0 Maturities	0 Payments		0.00	0.00%	0.00	0.00
Aging Interval: 153 - 183 days	( 04/03/2017 - 05/03/2017 )	0 Maturities	0 Payments		0.00	0.00%	0.00	0.00
Aging Interval: 184 - 274 days	( 05/04/2017 - 08/02/2017 )	0 Maturities	0 Payments		0.00	0.00%	0.00	0.00
Aging Interval: 275 - 365 days	( 08/03/2017 - 11/01/2017 )	0 Maturities	0 Payments		0.00	0.00%	0.00	0.00
Aging Interval: 366 - 1095 days	( 11/02/2017 - 11/01/2019 )	3 Maturities	0 Payments		29,000,000.00	23.81%	29,000,256.25	29,019,260.00
Aging Interval: 1096 days and after	( 11/02/2019 - )	0 Maturities	0 Payments		0.00	0.00%	0.00	0.00
Total for		10 Investments	0 Payments			100.00	121,788,244.59	121,828,456.71



**NOTES TO PORTFOLIO MANAGEMENT REPORT**

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



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

As of October 31, 2016, OCFA has \$62,293,002 invested in LAIF. The fair value of OCFA's LAIF investment is calculated using a participant fair value factor provided by LAIF on a quarterly basis. The fair value factor as of September 30, 2016 is 1.000306032. When applied to OCFA's LAIF investment, the fair value is \$62,312,066 or \$19,064 above cost. Although the fair value of the LAIF investment is higher 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 October 31, 2016 is included on the following page.



<b>Fair Value Including Accrued Interest</b>	<b>\$</b>	<b>70,467,377,193.24</b>
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Page 11



***Orange County Fire Authority***

***Preliminary Investment Report***

***November 25, 2016***



**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Summary**  
**November 25, 2016**

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

(See Note 1 on page 18)

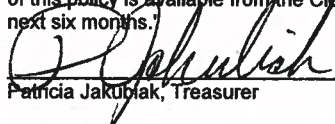
(See Note 2 on page 18)

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	4,646,091.09	4,646,091.09	4,646,091.09	3.60	1	1	0.001	0.001
Federal Agency Coupon Securities	19,000,000.00	18,924,860.00	19,000,000.00	14.74	1,049	590	1.045	1.059
Federal Agency Disc. -Amortizing	41,000,000.00	40,986,030.00	40,986,933.89	31.79	84	34	0.327	0.331
Local Agency Investment Funds	64,293,001.91	64,312,677.63	64,293,001.91	49.87	1	1	0.645	0.654
<b>Investments</b>	<b>128,939,093.00</b>	<b>128,869,658.72</b>	<b>128,926,026.89</b>	<b>100.00%</b>	<b>182</b>	<b>98</b>	<b>0.579</b>	<b>0.588</b>

<b>Cash</b>								
Passbook/Checking (not included in yield calculations)	(See Note 4 on page 18) -1,082,926.34	-1,082,926.34	-1,082,926.34		0	0	0.000	0.000
<b>Total Cash and Investments</b>	<b>127,856,166.66</b>	<b>127,786,732.38</b>	<b>127,843,100.55</b>		<b>182</b>	<b>98</b>	<b>0.579</b>	<b>0.588</b>

Total Earnings	November 25 Month Ending	Fiscal Year To Date
Current Year	50,922.02	355,247.02
Average Daily Balance	127,066,246.91	144,528,589.99
Effective Rate of Return	0.59%	0.61%

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

 12/11/16  
 Patricia Jakubiak, Treasurer

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

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

\$ 127,843,100.55

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

\$ 105,582.35

Total

\$ 127,948,682.90

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**November 25, 2016**

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

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity	Maturity Date
<b>Money Mkt Mutual Funds/Cash</b>											
SYS528	528	Federated Treasury Obligations	(See Note 4 on page 18)		4,846,091.09	4,846,091.09	4,846,091.09	0.001	0.001	1	
<b>Subtotal and Average</b>			<b>9,866,778.48</b>		<b>4,846,091.09</b>	<b>4,846,091.09</b>	<b>4,846,091.09</b>		<b>0.001</b>	<b>1</b>	
<b>Federal Agency Coupon Securities</b>											
3133EFJP3	869	Federal Farm Credit Bank	Callable Anytime	10/15/2015	10,000,000.00	9,935,300.00	10,000,000.00	1.100	1.054	688	10/15/2018
3134G7FK2	863	Fed Home Loan Mtg Corp		06/30/2015	9,000,000.00	8,989,580.00	9,000,000.00	1.100	1.065	482	03/23/2018
<b>Subtotal and Average</b>			<b>19,800,005.12</b>		<b>19,000,000.00</b>	<b>18,924,880.00</b>	<b>19,000,000.00</b>		<b>1.060</b>	<b>590</b>	
<b>Federal Agency Disc. -Amortizing</b>											
313384R76	895	Fed Home Loan Bank		08/31/2016	10,000,000.00	9,999,700.00	9,999,500.00	0.300	0.309	6	12/02/2016
313385AS5	896	Fed Home Loan Bank		09/15/2016	5,000,000.00	4,997,200.00	4,997,255.56	0.380	0.391	52	01/17/2017
313384T58	897	Fed Home Loan Bank		09/23/2016	9,000,000.00	8,998,650.00	8,998,650.00	0.270	0.278	20	12/16/2016
313385AS5	898	Fed Home Loan Bank		11/10/2016	10,000,000.00	9,994,400.00	9,995,018.66	0.345	0.355	52	01/17/2017
313385AS5	899	Fed Home Loan Bank		11/14/2016	7,000,000.00	6,998,080.00	6,996,511.67	0.345	0.355	52	01/17/2017
<b>Subtotal and Average</b>			<b>33,747,461.38</b>		<b>41,000,000.00</b>	<b>40,986,030.00</b>	<b>40,986,933.89</b>		<b>0.331</b>	<b>34</b>	
<b>Local Agency Investment Funds</b>											
SYS336	336	Local Agency Investmt Fund			64,293,001.91	64,312,677.63	64,293,001.91	0.654	0.654	1	
<b>Subtotal and Average</b>			<b>63,663,001.91</b>		<b>64,293,001.91</b>	<b>64,312,677.63</b>	<b>64,293,001.91</b>		<b>0.654</b>	<b>1</b>	
<b>Total and Average</b>			<b>127,066,246.91</b>		<b>128,939,093.00</b>	<b>128,869,668.72</b>	<b>128,926,026.89</b>		<b>0.588</b>	<b>98</b>	

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Cash**  
**November 25, 2016**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
<b>Money Mkt Mutual Funds/Cash</b>										
SYS10033	10033	Revolving Fund		07/01/2016	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2016	-1,102,926.34	-1,102,926.34	-1,102,926.34	(See Note 4 on page 18)	0.000	1
		<b>Average Balance</b>	<b>0.00</b>							<b>0</b>
<b>Total Cash and Investments</b>			<b>127,066,246.91</b>		<b>127,856,166.66</b>	<b>127,786,732.38</b>	<b>127,843,100.55</b>		<b>0.588</b>	<b>98</b>



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**ORANGE COUNTY FIRE AUTHORITY**  
**Aging Report**  
**By Maturity Date**  
**As of November 26, 2016**

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

				Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval: 0 days	( 11/26/2016 - 11/26/2016 )	4 Maturities	0 Payments	67,856,166.66	53.08%	67,856,166.66	67,875,842.38
Aging Interval: 1 - 30 days	( 11/27/2016 - 12/26/2016 )	2 Maturities	0 Payments	19,000,000.00	14.86%	18,998,150.00	18,998,350.00
Aging Interval: 31 - 60 days	( 12/27/2016 - 01/26/2017 )	3 Maturities	0 Payments	22,000,000.00	17.20%	21,988,783.89	21,987,680.00
Aging Interval: 61 - 91 days	( 01/26/2017 - 02/25/2017 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 92 - 121 days	( 02/26/2017 - 03/27/2017 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 122 - 152 days	( 03/28/2017 - 04/27/2017 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 153 - 183 days	( 04/28/2017 - 05/28/2017 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 184 - 274 days	( 05/29/2017 - 08/27/2017 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 275 - 365 days	( 08/28/2017 - 11/26/2017 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 366 - 1095 days	( 11/27/2017 - 11/26/2019 )	2 Maturities	0 Payments	19,000,000.00	14.86%	19,000,000.00	18,924,860.00
Aging Interval: 1096 days and after	( 11/27/2019 - )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for		11 Investments	0 Payments		100.00	127,843,100.55	127,786,732.38



**NOTES TO PORTFOLIO MANAGEMENT REPORT**

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

## GLOSSARY

### INVESTMENT TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### ECONOMIC TERMS

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

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

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

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

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

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

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

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

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

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

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

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



***Final Report – November 2016***

***Preliminary Report – December 2016***



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

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***Orange County Fire Authority***

***Final Investment Report***

***November 30, 2016***



## **EXECUTIVE SUMMARY**

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

During the month of November 2016, the size of the portfolio increased by \$11.7 million to \$133.6 million. Significant receipts for the month included the first apportionment of property taxes in the amount of \$22.1 million and various cash contract and intergovernmental agency payments totaling \$9.5 million. Significant disbursements for the month included primarily two biweekly payrolls which were approximately \$8.8 million each with related benefits. Total November cash outflows amounted to approximately \$21.1 million. The portfolio's balance is expected to increase significantly in the following month as the next major apportionments of property taxes are expected in December.

In November, the portfolio's yield to maturity (365-day equivalent) decreased by 6 basis points to 0.58% while the effective rate of return stayed unchanged at 0.60% for the month and at 0.61% for the fiscal year-to-date. The average maturity of the portfolio shortened by 14 days to 93 days to maturity.

### ***Economic News***

U.S. economic activity continued to improve in November 2016, albeit mixed activity. Employment conditions strengthened further. There were a total of 178,000 new jobs created in November, although a slightly higher number had been expected for the month. The unemployment rate dropped by 3 basis points to 4.6%. Consumer confidence improved significantly following the U.S. election in November. However, retail sales rose less than expected for the month. Both manufacturing and non-manufacturing activities picked up in November. The CPI (Consumer Price Index) was in line with expectations and remained low. Existing home sales continued to stay strong and came in better than expected. Industrial production, on the other hand, declined. On December 14, 2016, the Federal Open Market Committee met and, as widely expected, voted to increase the federal funds rate to a target range of 0.50% - 0.75%.



**BENCHMARK COMPARISON AS OF NOVEMBER 30, 2016**

3 Month T-Bill:	0.45%	1 Year T-Bill:	0.74%
6 Month T-Bill:	0.58%	LAIF:	0.68%
OCFA Portfolio: 0.60%			

**PORTFOLIO SIZE, YIELD, & DURATION**

	<u>Current Month</u>	<u>Prior Month</u>	<u>Prior Year</u>
Book Value-	\$133,595,605	\$121,932,169	\$143,085,788
Yield to Maturity (365 day)	0.58%	0.64%	0.35%
Effective Rate of Return	0.60%	0.60%	0.35%
Days to Maturity	93	107	66



**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Summary**  
**November 30, 2016**

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

(See Note 1 on page 9)

(See Note 2 on page 9)

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM/C 360 Equiv.	YTM/C 365 Equiv.
Money Mkt Mutual Funds/Cash	8,419,091.09	8,419,091.09	8,419,091.09	6.34	1	1	0.001	0.001
Federal Agency Coupon Securities	19,000,000.00	18,930,430.00	19,000,000.00	14.32	1,049	585	1.045	1.059
Federal Agency Disc. -Amortizing	41,000,000.00	40,989,160.00	40,988,766.54	30.89	84	29	0.327	0.331
Local Agency Investment Funds	64,293,001.91	64,312,677.63	64,293,001.91	48.45	1	1	0.669	0.678
<b>Investments</b>	<b>132,712,093.00</b>	<b>132,651,358.72</b>	<b>132,700,859.54</b>	<b>100.00%</b>	<b>177</b>	<b>93</b>	<b>0.575</b>	<b>0.582</b>
<hr/>								
<b>Cash</b>								
Passbook/Checking (not included in yield calculations)	789,163.23	789,163.23	789,163.23		1	1	0.000	0.000
<b>Total Cash and Investments</b>	<b>133,501,256.23</b>	<b>133,440,521.95</b>	<b>133,490,022.77</b>		<b>177</b>	<b>93</b>	<b>0.575</b>	<b>0.582</b>

Total Earnings	November 30 Month Ending	Fiscal Year To Date
Current Year	62,785.74	367,110.74
Average Daily Balance	127,712,807.37	144,084,701.75
Effective Rate of Return	0.60%	0.61%

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

Patricia Jakubiak, Treasurer

12/2/16

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

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

\$ 133,490,022.77

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

\$ 105,582.35

Total

\$ 133,595,605.12

# ORANGE COUNTY FIRE AUTHORITY

## Portfolio Management

### Portfolio Details - Investments

November 30, 2016

(See Note 1 on page 9)

(See Note 2 on page 9)

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity	Maturity Date
<b>Money Mkt Mutual Funds/Cash</b>											
SYS528	528	Federated Treasury Obligations			8,419,091.09	8,419,091.09	8,419,091.09	0.001	0.001	1	
Subtotal and Average			8,332,244.45		8,419,091.09	8,419,091.09	8,419,091.09		0.001	1	
<b>Federal Agency Coupon Securities</b>											
3133EFJP3	869	Federal Farm Credit Bank Callable Anytime		10/15/2015	10,000,000.00	9,938,800.00	10,000,000.00	1.100	1.054	683	10/15/2018
3134G7FK2	863	Fed Home Loan Mtg Corp		06/30/2015	9,000,000.00	8,991,630.00	9,000,000.00	1.100	1.065	477	03/23/2018
Subtotal and Average			19,666,670.94		19,000,000.00	18,930,430.00	19,000,000.00		1.059	585	
<b>Federal Agency Disc. -Amortizing</b>											
313384R76	895	Fed Home Loan Bank		08/31/2016	10,000,000.00	10,000,000.00	9,999,916.67	0.300	0.309	1	12/02/2016
313385AS5	896	Fed Home Loan Bank		09/15/2016	5,000,000.00	4,997,700.00	4,997,519.45	0.380	0.391	47	01/17/2017
313384T58	897	Fed Home Loan Bank		09/23/2016	9,000,000.00	8,999,280.00	8,998,987.50	0.270	0.278	15	12/16/2016
313385AS5	898	Fed Home Loan Bank		11/10/2016	10,000,000.00	9,995,400.00	9,995,495.83	0.345	0.355	47	01/17/2017
313385AS5	899	Fed Home Loan Bank		11/14/2016	7,000,000.00	6,996,780.00	6,996,847.09	0.345	0.355	47	01/17/2017
Subtotal and Average			34,954,223.40		41,000,000.00	40,989,160.00	40,988,766.54		0.331	29	
<b>Local Agency Investment Funds</b>											
SYS336	336	Local Agency Invstmnt Fund			64,293,001.91	64,312,677.63	64,293,001.91	0.678	0.678	1	
Subtotal and Average			63,759,668.58		64,293,001.91	64,312,677.63	64,293,001.91		0.678	1	
Total and Average			127,712,807.37		132,712,093.00	132,661,368.72	132,700,859.54		0.682	93	

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Cash**  
**November 30, 2016**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
<b>Money Mkt Mutual Funds/Cash</b>										
SYS10033	10033	Revolving Fund		07/01/2016	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2016	769,163.23	769,163.23	769,163.23		0.000	1
		<b>Average Balance</b>	<b>0.00</b>							<b>1</b>
<b>Total Cash and Investments</b>			<b>127,712,807.37</b>		<b>133,501,256.23</b>	<b>133,440,521.95</b>	<b>133,490,022.77</b>		<b>0.582</b>	<b>93</b>

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



**ORANGE COUNTY FIRE AUTHORITY**  
**Aging Report**  
**By Maturity Date**  
**As of December 1, 2016**

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

				Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval: 0 days	( 12/01/2016 - 12/01/2016 )	4 Maturities	0 Payments	73,501,256.23	55.06%	73,501,256.23	73,520,931.95
Aging Interval: 1 - 30 days	( 12/02/2016 - 12/31/2016 )	2 Maturities	0 Payments	19,000,000.00	14.23%	18,998,904.17	18,999,280.00
Aging Interval: 31 - 60 days	( 01/01/2017 - 01/30/2017 )	3 Maturities	0 Payments	22,000,000.00	16.47%	21,989,862.37	21,989,880.00
Aging Interval: 61 - 91 days	( 01/31/2017 - 03/02/2017 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 92 - 121 days	( 03/03/2017 - 04/01/2017 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 122 - 152 days	( 04/02/2017 - 05/02/2017 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 153 - 183 days	( 05/03/2017 - 06/02/2017 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 184 - 274 days	( 06/03/2017 - 09/01/2017 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 275 - 365 days	( 09/02/2017 - 12/01/2017 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 366 - 1095 days	( 12/02/2017 - 12/01/2019 )	2 Maturities	0 Payments	19,000,000.00	14.23%	19,000,000.00	18,930,430.00
Aging Interval: 1096 days and after	( 12/02/2019 - )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
<b>Total for</b>		<b>11 Investments</b>	<b>0 Payments</b>		<b>100.00</b>	<b>133,490,022.77</b>	<b>133,440,521.95</b>





**NOTES TO PORTFOLIO MANAGEMENT REPORT**

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



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

As of November 30, 2016, OCFA has \$64,293,002 invested in LAIF. The fair value of OCFA's LAIF investment is calculated using a participant fair value factor provided by LAIF on a quarterly basis. The fair value factor as of September 30, 2016 is 1.000306032. When applied to OCFA's LAIF investment, the fair value is \$64,312,678 or \$19,676 above cost. Although the fair value of the LAIF investment is higher 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 November 30, 2016 is included on the following page.



**State of California**  
**Pooled Money Investment Account**  
**Market Valuation**  
**11/30/2016**

Description	Carrying Cost Plus		
	Accrued Interest Purch.	Fair Value	Accrued Interest
United States Treasury:			
Bills	\$ 11,349,827,525.09	\$ 11,372,982,500.00	NA
Notes	\$ 20,341,038,812.28	\$ 20,311,892,500.00	\$ 35,486,430.00
Federal Agency:			
SBA	\$ 761,405,131.96	\$ 754,065,685.42	\$ 482,520.99
MBS-REMICs	\$ 50,840,002.73	\$ 53,523,811.20	\$ 240,005.75
Debentures	\$ 975,123,587.82	\$ 971,802,500.00	\$ 1,873,479.25
Debentures FR	\$ -	\$ -	\$ -
Discount Notes	\$ 6,178,470,972.14	\$ 6,191,058,000.00	NA
GNMA	\$ -	\$ -	\$ -
Supranational Debentures	\$ 299,983,841.05	\$ 298,532,000.00	\$ 452,014.00
Supranational Debentures FR	\$ 50,000,000.00	\$ 50,186,500.00	\$ 66,524.31
CDs and YCDs FR	\$ 200,000,000.00	\$ 200,000,000.00	\$ 151,707.17
Bank Notes	\$ 600,000,000.00	\$ 600,134,553.25	\$ 1,801,055.55
CDs and YCDs	\$ 10,250,000,000.00	\$ 10,251,619,276.00	\$ 20,974,777.74
Commercial Paper	\$ 7,533,795,680.52	\$ 7,542,975,347.20	NA
Corporate:			
Bonds FR	\$ -	\$ -	\$ -
Bonds	\$ -	\$ -	\$ -
Repurchase Agreements	\$ -	\$ -	\$ -
Reverse Repurchase	\$ -	\$ -	\$ -
Time Deposits	\$ 5,231,440,000.00	\$ 5,231,440,000.00	NA
AB 55 & GF Loans	\$ 6,540,256,000.00	\$ 6,540,256,000.00	NA
<b>TOTAL</b>	<b>\$ 70,362,181,553.59</b>	<b>\$ 70,370,468,673.07</b>	<b>\$ 61,528,514.76</b>

Fair Value Including Accrued Interest

\$ 70,431,997,187.83

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



***Orange County Fire Authority***

***Preliminary Investment Report***

***December 16, 2016***



**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Summary**  
**December 16, 2016**

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

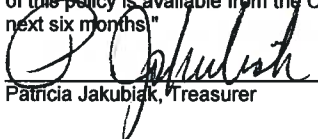
(See Note 1 on page 18)

(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	15,374,207.75	15,374,207.75	15,374,207.75	11.01	1	1	0.001	0.001
Federal Agency Coupon Securities	19,000,000.00	18,916,480.00	19,000,000.00	13.61	1,049	569	1.045	1.059
Federal Agency Disc. -Amortizing	41,000,000.00	40,984,460.00	40,987,667.09	29.35	64	30	0.366	0.371
Local Agency Investment Funds	64,293,001.91	64,312,677.63	64,293,001.91	46.04	1	1	0.669	0.678
<b>Investments</b>	<b>139,667,209.66</b>	<b>139,587,825.38</b>	<b>139,654,876.75</b>	<b>100.00%</b>	<b>162</b>	<b>87</b>	<b>0.557</b>	<b>0.565</b>
<hr/>								
<b>Cash</b>								
Passbook/Checking (not included in yield calculations)	568,321.83	568,321.83	568,321.83		1	1	0.000	0.000
<b>Total Cash and Investments</b>	<b>140,235,531.49</b>	<b>140,156,147.21</b>	<b>140,223,198.58</b>		<b>162</b>	<b>87</b>	<b>0.557</b>	<b>0.565</b>

Total Earnings	December 16 Month Ending	Fiscal Year To Date
Current Year	36,065.01	403,175.75
<b>Average Daily Balance</b>	<b>147,100,604.27</b>	<b>144,370,230.98</b>
<b>Effective Rate of Return</b>	<b>0.56%</b>	<b>0.60%</b>

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

  
 Patricia Jakubiak, Treasurer

12/23/16

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

Book Value of Cash & Investments before GASB 31 (Above)	\$ 140,223,198.58
GASB 31 Adjustment to Books (See Note 3 on page 18)	\$ 105,582.35
<b>Total</b>	<b>\$ 140,328,780.93</b>

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**December 16, 2016**

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

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity	Maturity Date
<b>Money Mkt Mutual Funds/Cash</b>											
SYS528	528	Federated Treasury Obligations			15,374,207.75	15,374,207.75	15,374,207.75	0.001	0.001	1	
<b>Subtotal and Average</b>			<b>13,760,958.36</b>		<b>15,374,207.75</b>	<b>15,374,207.75</b>	<b>15,374,207.75</b>		<b>0.001</b>	<b>1</b>	
<b>Federal Agency Coupon Securities</b>											
3133EFJP3	869	Federal Farm Credit Bank Callable Anytime		10/15/2015	10,000,000.00	9,940,600.00	10,000,000.00	1.100	1.054	667	10/15/2018
3134G7FK2	863	Fed Home Loan Mtg Corp		06/30/2015	9,000,000.00	8,975,880.00	9,000,000.00	1.100	1.065	461	03/23/2018
<b>Subtotal and Average</b>			<b>19,000,000.00</b>		<b>19,000,000.00</b>	<b>18,916,480.00</b>	<b>19,000,000.00</b>		<b>1.059</b>	<b>569</b>	
<b>Federal Agency Disc. -Amortizing</b>											
313385AS5	896	Fed Home Loan Bank		09/15/2016	5,000,000.00	4,998,050.00	4,998,363.89	0.380	0.391	31	01/17/2017
313385AS5	898	Fed Home Loan Bank		11/10/2016	10,000,000.00	9,996,100.00	9,997,029.17	0.345	0.355	31	01/17/2017
313385AS5	899	Fed Home Loan Bank		11/14/2016	7,000,000.00	6,997,270.00	6,997,920.42	0.345	0.355	31	01/17/2017
313385AN6	900	Fed Home Loan Bank		12/01/2016	9,000,000.00	8,996,940.00	8,997,367.50	0.390	0.401	27	01/13/2017
313385AS5	901	Fed Home Loan Bank		12/01/2016	10,000,000.00	9,996,100.00	9,996,986.11	0.350	0.360	31	01/17/2017
<b>Subtotal and Average</b>			<b>50,046,645.99</b>		<b>41,000,000.00</b>	<b>40,984,460.00</b>	<b>40,987,667.09</b>		<b>0.371</b>	<b>30</b>	
<b>Local Agency Investment Funds</b>											
SYS336	336	Local Agency Investmt Fund			64,293,001.91	64,312,677.63	64,293,001.91	0.678	0.678	1	
<b>Subtotal and Average</b>			<b>64,293,001.91</b>		<b>64,293,001.91</b>	<b>64,312,677.63</b>	<b>64,293,001.91</b>		<b>0.678</b>	<b>1</b>	
<b>Total and Average</b>			<b>147,100,604.27</b>		<b>139,667,209.66</b>	<b>139,687,825.38</b>	<b>139,664,876.75</b>		<b>0.566</b>	<b>87</b>	

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Cash**  
**December 16, 2016**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
<b>Money Mkt Mutual Funds/Cash</b>										
SYS10033	10033	Revolving Fund		07/01/2016	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2016	548,321.83	548,321.83	548,321.83		0.000	1
		<b>Average Balance</b>	<b>0.00</b>							<b>1</b>
<b>Total Cash and Investments</b>			<b>147,100,604.27</b>		<b>140,235,531.49</b>	<b>140,156,147.21</b>	<b>140,223,198.58</b>		<b>0.565</b>	<b>87</b>

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**ORANGE COUNTY FIRE AUTHORITY**  
**Aging Report**  
**By Maturity Date**  
**As of December 17, 2016**

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

				Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval: 0 days	( 12/17/2016 - 12/17/2016 )	4 Maturities	0 Payments	80,235,531.49	57.22%	80,235,531.49	80,255,207.21
Aging Interval: 1 - 30 days	( 12/18/2016 - 01/16/2017 )	1 Maturities	0 Payments	9,000,000.00	6.42%	8,997,367.50	8,998,940.00
Aging Interval: 31 - 60 days	( 01/17/2017 - 02/15/2017 )	4 Maturities	0 Payments	32,000,000.00	22.81%	31,990,299.59	31,987,520.00
Aging Interval: 61 - 91 days	( 02/16/2017 - 03/18/2017 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 92 - 121 days	( 03/19/2017 - 04/17/2017 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 122 - 152 days	( 04/18/2017 - 05/18/2017 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 153 - 183 days	( 05/19/2017 - 06/18/2017 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 184 - 274 days	( 06/19/2017 - 09/17/2017 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 275 - 365 days	( 09/18/2017 - 12/17/2017 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 366 - 1095 days	( 12/18/2017 - 12/17/2019 )	2 Maturities	0 Payments	19,000,000.00	13.55%	19,000,000.00	18,916,480.00
Aging Interval: 1096 days and after	( 12/18/2019 - )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for		11 Investments	0 Payments		100.00	140,223,198.58	140,156,147.21



**NOTES TO PORTFOLIO MANAGEMENT REPORT**

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

## GLOSSARY

### INVESTMENT TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ECONOMIC TERMS

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

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

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

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

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

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

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

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

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

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

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



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee Meeting  
January 26, 2017

Agenda Item No. 3B  
Consent Calendar

**First Quarter Financial Newsletter**

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**Contact(s) for Further Information**

Lori Zeller, Assistant Chief Business Services Department	<a href="mailto:lorizeller@ocfa.org">lorizeller@ocfa.org</a>	714.573.6020
Tricia Jakubiak, Treasurer	<a href="mailto:triciajakubiak@ocfa.org">triciajakubiak@ocfa.org</a>	714.573.6301
Deborah Gunderson, Budget Manager	<a href="mailto:deborahgunderson@ocfa.org">deborahgunderson@ocfa.org</a>	714.573.6302

**Summary**

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

**Prior Board/Committee Action**

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

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

**RECOMMENDED ACTION(S)**

Receive and file the report.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Not Applicable.

**Background**

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

**Attachment(s)**

First Quarter Financial Newsletter – July to September 2016



# Orange County Fire Authority

## First Quarter Financial Newsletter – July 2016 to September 2016

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### **OVERVIEW**

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

### **GENERAL FUND**

With 25% of the year completed, General Fund revenues are 11.1% of budget and expenditures are 22.4% as shown below:

General Fund	YTD Actual	Budget	Percent
Revenues	38,740,406	350,467,516	11.1%
Expenditures	72,046,138	322,216,290	22.4%

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

Top Five Revenues	YTD Actual Receipts	Trended Budget Estimate	Variance: Actual to Estimate in Dollars	% Variance
Cash Contracts	28,735,767	28,619,465	116,302	0%
Property Taxes	5,398,304	5,387,389	10,915	0%
State Reimbursements	2,869,910	2,800,000	69,910	2%
Community Risk Reduction Fees	1,519,601	1,510,753	8,848	1%
Federal Reimbursements	302,750	300,000	2,750	1%
<b>Total</b>	<b>38,826,332</b>	<b>38,617,607</b>	<b>208,725</b>	<b>1%</b>

- No variance to report – revenues within expectations for the first quarter

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

Expenditures by Department	YTD Actual Expenditures	Trended Budget Estimate	Variance: Actual to Estimate in Dollars	% Variance
Business Services	2,438,616	2,441,706	(3,090)	0%
Community Risk Reduction	3,592,679	2,893,734	698,945	19%
Executive Management	746,225	863,424	(117,199)	-16%
Operations	56,497,398	49,844,087	6,653,311	12%
Organizational Planning	3,084,559	3,239,932	(155,373)	-5%
Support Services	5,686,662	6,001,567	(314,905)	-6%
<b>Total</b>	<b>72,046,139</b>	<b>65,284,450</b>	<b>6,761,689</b>	<b>9%</b>

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

- **Community Risk Reduction.** This department is trending higher than budget estimates by 19%, or approximately \$699,000. This is primarily a result of overtime expenditures for Emergency activity. This is reimbursable to OCFA and will be adjusted at Mid-year.
- **Executive Management.** This department is expending less than estimated by 16% or approximately \$117,000. Less than expected sick and vacation payoff as well as professional and specialized services were expended.
- **Operations.** This department is trending higher than budget estimates by 12% or approximately \$6.7 million. This is due to salary and benefits expenditures for overtime, and MOU increases. Overtime expenditures are largely for Emergency activity and will be reimbursed to OCFA and adjusted at Mid-Year.

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

Expenditures by Type	YTD Actual Expenditures	Trended Budget Estimate	Variance: Actual to Estimate in Dollars	% Variance
Salary & Employee Benefits	65,881,346	58,529,829	7,351,517	11%
Services and Supplies	6,014,532	6,592,897	(578,365)	-10%
Equipment	150,260	161,724	(11,464)	-8%
Tran Interest Expense	-	-	-	N/A
<b>Total</b>	<b>72,046,138</b>	<b>65,284,450</b>	<b>6,761,688</b>	<b>9%</b>

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

- **Salary & Employee Benefits.** This category is trending higher than budget estimates by approximately \$7.4 million or 11%. This is due to salary and benefits expenditures for overtime, and MOU increases. Overtime expenditures are largely for Emergency activity and will be reimbursed to OCFA and adjusted at Mid-Year.
- **Services and Supplies.** Actual expenditures through the first quarter finished approximately \$578,000 or 10% under budget. Departments are spending less than expected in services and supplies due to the timing of projects.



## **CIP FUNDS**

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

### **General Fund CIP**

Fund 12110	YTD Actual	Budget	Percent
Expenditures	172,512	5,991,410	3%

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

### **Fire Stations and Facilities**

Fund 123	YTD Actual	Budget	Percent
Revenue	526,067	230,774	228.0%
Expenditures	1,188	9,113,686	0.0%

- Revenues exceeded the budget due to the receipt of unbudgeted developer contributions as well as bankruptcy loss recovery.
- Appropriations included funding for replacement of Fire Station 10, US&R warehouse improvements, and the RFOTC power circuit extension which was rebudgeted to FY 2016/17. There were minimal expenditures in the first quarter since contracts for Fire Station 10, US&R warehouse improvements, and RFOTC power circuit extension had not yet been awarded.

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

Fund 124	YTD Actual	Budget	Percent
Revenue	234,547	330,104	71.1%
Expenditures	-	11,204,599	0.0%

- Revenues are comprised of bankruptcy loss recovery proceeds.
- Appropriations included funding for Audio-Video Digital Media Archive, 800 Mhz System Replacement, Next Generation CAD2CAD, and the Records Management Project. Approximately \$1.6 million in projects were carried over to FY 2016/17, including Audio Video Equipment Upgrades and portions of the Records Management Project. There were no expenditures in the first quarter as the projects were still in various stages of planning, negotiation with vendors, and going out to bid.

**Fire Apparatus**

Fund 133	YTD Actual	Budget	Percent
Revenue	582,610	1,645,204	35.4%
Expenditures	6,658,346	19,783,394	33.7%

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

**SUMMARY**

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



**Orange County Fire Authority**  
**AGENDA STAFF REPORT**

**Executive Committee Meeting**  
**January 26, 2017**

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

**Award of Bid SC2166 – Blanket Order for Fire Hose**

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**Contact(s) for Further Information**

Lori Zeller, Assistant Chief  
Business Services Department

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

714.573.6020

Debbie Casper, Purchasing Manager

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

714.573.6641

**Summary**

This item is submitted for the approval to issue a blanket order contract for the purchase of fire hose to AllStar Fire Equipment, Inc., the lowest responsive responsible bidder, responding to Invitation for Bid (IFB) SC2166.

**Prior Board/Committee Action**

None.

**RECOMMENDED ACTION(S)**

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

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Funding for fire hose is accounted for in the FY 2016/17 Budget.

**Background**

The Service Center is responsible for maintaining an inventory of the various types of fire hose used in structural and wildland firefighting applications. The prior fire hose contract was awarded to AllStar Fire Equipment, Inc. in 2014, and the contract was extended for two additional one-year periods (as provided in the previous contract terms). In an effort to establish one contract and to realize potential savings and efficiencies, staff consolidated specifications for all types of fire hose purchased during the past twelve months before issuing the bid. A solicitation was issued on November 30, 2016. The solicitation provided an option for vendors to submit bids for multiple manufacturers and equivalents as approved by OCFA.

On December 20, 2016, four bids were received from the following vendors:

<i>Vendor</i>	<i>*Annual Amount</i>
<b>AllStar Fire Equipment, Inc.</b>	<b>\$305,218.40</b>
LN Curtis & Sons	307,282.31
Cascade Fire Equipment Company	329,087.88
JGB Enterprises, Inc.	405,051.84

*\*The bid amounts are based on the quantities ordered for the previous twelve months (460 hose sticks).*

Since the estimated annual contract amount exceeds the threshold (\$250,000 annually) for commodity contracts as defined in the Roles and Responsibilities Matrix, staff is requesting Executive Committee approval to award the annual Blanket Order contract to AllStar Fire Equipment, Inc.

The terms of the contract to be awarded include the option for four additional one-year renewals. Since it is not uncommon for production costs to fluctuate, it was clearly defined for bidders that price increases may only be requested in the 60-day period prior to the annual contract renewal date. It was also stated that price increases will only be permitted if they are less than the 12-month change in PPI for *Rubber and Plastics Water Hose (including fire, irrigation, etc.) – Commodity Code 0713-04117* for the month of October. Staff is requesting approval for the Purchasing Manager to exercise the four additional one-year renewal options provided that any proposed price increases fall within these terms. Proposed increases for this contract which exceed the 12-month change in PPI would be brought to Executive Committee for approval.

For more information, on file in the Office of the Clerk are the bid document and the bid response from AllStar Fire Equipment, Inc. both of which have been reviewed by legal counsel.

**Attachment(s)**

1. Bid Tabulation
2. Bid SC2166 – Fire Hose (on file in the Office of the Clerk and available upon request)
3. AllStar Fire Equipment, Inc. Response to IFB SC2166 (on file in the Office of the Clerk and available upon request)
4. OCFA Standard Conditions, as referenced on page 13 of Bid SC2166 (on file in the Office of the Clerk and available upon request)

Line Totals (Unit Price * Quantity)						RECOMMEND AWARD											
			All Star Fire Equipment Inc			L.N. Curtis & sons			Cascade Fire Equipment Company			JGB Enterprises. Inc.					
Item	Section	Description	UOM	Qty	Unit Price	Line Total	Comment	Unit Price	Line Total	Comment	Unit Price	Line Total	Comment	Unit Price	Line Total	Comment	
1	Double Jacket Hose	1 ¾" x 50' Per Specifications in Section 1.2.1 of the IFB Document	EA	200	\$106.35	\$21,270.00	Key Hose DN17 Magnum	\$104.34	\$20,868.00	North American Fire Hose DB175X50YEN	\$116.00	\$23,200.00	NAFH DB175X50YEN	\$145.00	\$29,000.00	DN17-800-Y-50-ARN	
2	Double Jacket Hose	1 ¾" x 25' - Male to Female Per Specifications in Section 1.2.1 of the IFB Document	EA	25	\$70.00	\$1,750.00	Key Hose DN17 Magnum	\$75.00	\$1,875.00	North American Fire Hose DB175X25YEN	\$75.00	\$1,875.00	NAFH DB175X25YEN	\$86.00	\$2,150.00	DN17-800-Y-25-ARN	
3	Double Jacket Hose	2 ½" x 50' Per Specifications in Section 1.2.1 of the IFB Document	EA	200	\$152.60	\$30,520.00	Key Hose DN25 Magnum	\$144.94	\$28,988.00	North American Fire Hose DB25X50YEN	\$159.00	\$31,800.00	NAFH DB25X50YEN	\$198.00	\$39,600.00	DN25-800-Y-50-ARN	
4	Double Jacket Hose	3" x 50' Per Specifications in Section 1.2.1 of the IFB Document	EA	50	\$190.75	\$9,537.50	Key Hose DN30 Magnum	\$194.56	\$9,728.00	North American Fire Hose DB3X50YEN	\$210.00	\$10,500.00	NAFH DB3X50YEN	\$265.00	\$13,250.00	DN30-800-Y-50-ARN	
5	Double Jacket Hose	3" x 20' - Male to Female Per Specifications in Section 1.2.1 of the IFB Document	EA	40	\$103.55	\$4,142.00	Key Hose DN30 Magnum	\$118.44	\$4,737.60	North American Fire Hose DB3X20YEN	\$123.00	\$4,920.00	NAFH DB3X20YEN	\$141.70	\$5,668.00	DN30-800-Y-20-ARN	
6	Double Jacket Hose	4" x 20' - Male to Female, Rocker Lug Per Specifications in Section 1.2.1 of the IFB Document	EA	20	\$238.25	\$4,765.00	Key Hose DN40 Magnum	\$236.00	\$4,720.00	North American Fire Hose DB4X20Y4EN	\$229.00	\$4,580.00	NAFH DB4X20Y4EN	\$281.00	\$5,620.00	DN40-600-Y-20-ARN	
7	Double Jacket Hose	4" x 20' - Female Rocker Lug to Female Long Handle, Soft Suction Per Specifications in Section 1.2.1 of the IFB Document	EA	40	\$264.75	\$10,590.00	Key Hose DN40 Magnum	\$313.98	\$12,559.20	North American Fire Hose DB4X20Y4LFRLN	\$301.00	\$12,040.00	NAFH DB4X20Y4LFRLN	\$445.50	\$17,820.00	DN40-600-Y-20-FARN/LHF	
8	Double Jacket Hose	4" x 50' Per Specifications in Section 1.2.1 of the IFB Document	EA	200	\$355.50	\$71,100.00	Key Hose DN40 Magnum	\$353.50	\$70,700.00	North American Fire Hose DB4X50Y4EN	\$383.00	\$76,600.00	NAFH DB4X50Y4EN	\$475.00	\$95,000.00	DN40-600-Y-50-ARN	
9	Double Jacket Hose	4" x 100' Per Specifications in Section 1.2.1 of the IFB Document	EA	150	\$590.80	\$88,620.00	Key Hose DN40 Magnum	\$589.90	\$88,485.00	North American Fire Hose DB4X100Y4EN	\$638.00	\$95,700.00	NAFH DB4X100Y4EN	\$793.00	\$118,950.00	DN40-600-Y-100-ARN	
				Subtotal		\$242,294.50			\$242,660.80			\$261,215.00			\$327,058.00		
10	Single Jacket Hose	1" x 100' - NPSH Couplings Per Specifications in Section 1.2.2 of the IFB Document	EA	60	\$100.80	\$6,048.00	Key Hose SP10 Type II Forestry	\$98.90	\$5,934.00	North American Fire Hose 187II1X100YFI	\$101.00	\$6,060.00	NAFH 187II1X100YFI	\$131.00	\$7,860.00	SP10-600-Y-100-ARI	
11	Single Jacket Hose	1 ½" x 100' - NST Threaded Couplings Per Specifications in Section 1.2.2 of the IFB Document	EA	144	\$106.35	\$15,314.40	Key Hose SP15 Type II Forestry	\$104.34	\$15,024.96	North American Fire Hose 187III15X100YFN	\$109.00	\$15,696.00	NAFH 187III15X100YFN	\$135.00	\$19,440.00	SP15-600-Y-100-ARN	
				Subtotal		\$21,362.40			\$20,958.96			\$21,756.00			\$27,300.00		
12	Rubber Hose	2" x 50' Per Specifications in Section 1.2.3 of the IFB Document	EA	8	\$161.00	\$1,288.00	Key Hose RC20 Dura Flow Nitrile Rubber	\$159.55	\$1,276.40	North American Fire Hose HT2X50Y15EN-3PT	\$153.00	\$1,224.00	NAFH HT2X50Y15EN-3PT	\$185.00	\$1,480.00	RC20-600B-50-ARN	
13	Rubber Hose	2 ½" x 8' Per Specifications in Section 1.2.3 of the IFB Document	EA	4	\$71.75	\$287.00	Key Hose RC25 Dura Flow Nitrile Rubber	\$64.50	\$258.00	North American Fire Hose HT25X8YEN	\$54.00	\$216.00	NAFH HT25X8YEN	\$65.00	\$260.00	RC25-600B-8-ARN	
				Subtotal		\$1,575.00			\$1,534.40			\$1,440.00			\$1,740.00		
14	Miscellaneous Hose	1" x 50' - Reel-Lite (or equivalent) w/NP Threads, Male to Female Per Specifications in Section 1.2.4 of the IFB Document	EA	25	\$155.05	\$3,876.25	Key Hose Reelite	\$129.12	\$3,228.00	North American Fire Hose LBH1X50REN	\$126.00	\$3,150.00	NAFH LBH1X50REN	\$178.00	\$4,450.00	RB10-600R-50-FRI	
15	Miscellaneous Hose	1" x 100' - Reel-Lite (or equivalent) w/NP Threads, Male to Female Per Specifications in Section 1.2.4 of the IFB Document	EA	25	\$265.80	\$6,645.00	Key Hose Reelite	\$235.00	\$5,875.00	North American Fire Hose LBH1X100REN	\$228.00	\$5,700.00	NAFH LBH1X100REN	\$295.00	\$7,375.00	RB10-600R-100-FRI	
16	Miscellaneous Hose	1" x 50' - Goodyear (or equivalent) w/NP Threads, Male to Female Per Specifications in Section 1.2.4 of the IFB Document	EA	25	\$275.00	\$6,875.00	Parker Hanifin 7092 with Red Head Brass Bar Way Hole type Couplings	\$410.54	\$10,263.50	L.N. Curtis & sons BH1X50CBN	\$458.00	\$11,450.00	NAFH BH1X50CBN	\$285.00	\$7,125.00	GOODYEAR BOOSTER MXF NPT CB	
				Subtotal		\$17,396.25			\$19,366.50			\$20,300.00			\$18,950.00		
17	Tax	Tax @ 8.0%	LOT	1	\$22,590.25			\$22,761.65			\$24,376.88				\$30,003.84		
				Total		\$305,218.40			\$307,282.31			\$329,087.88			\$405,051.84		
18	Other	How will shipping charges, if any, be calculated?	LOT	0	Freight will be included on single orders of \$5500.00 or more			Freight charges to apply only on rush shipments.			NO Shipping charges			PREPAID			
19	Other	Lead Time	LOT	0	45-60 days ARO			3-8 Weeks, Estimated			30-45 days			40-60 ARO			
					Discounts will vary depending on product. 10 - 25 % average			20% off list price			North American Fire Hose			N/A			
20	Other	OCFA May elect to purchase items not listed above. Please indicate the manufacturer and the percent discount off of the Manufacturer's List price that will be extended. (Enter \$0.00 for Cost/Price)	LOT	0													

		Please indicate the manufacturer, model, country of origin, and location of coupling and testing for the			Hose is USA made and tested at Key Hose in Dothan Alabama	Red Head, USA	All completed in Santa Maria, CA USA	KEY FIRE DOTHAN, AL
21	Other	Single Jacket Hose	LOT	0				
		Please indicate the manufacturer, model, country of origin, and location of coupling and testing for the			Same as above	Red Head, USA	All completed in Santa Maria, CA USA	KEY FIRE DOTHAN, AL
22	Other	Double Jacket Hose	LOT	0				
		Please indicate the manufacturer, model, country of origin, and location of coupling and testing for the			Hose is assembled and tested at Key Hose in Dothan Alabama	Red Head, USA	Hose manufactured in Spain. Coupled and Tested in Santa Maria, CA USA	KEY FIRE DOTHAN, AL
23	Other	Rubber Hose	LOT	0				
		Please indicate the manufacturers, models, country of origin, and location of coupling and testing for the			Hose is made in the USA. Couplings are made in the USA. Hose is tested by Parker Hanifin and couplings by Red Head Brass	Red Head, USA	All completed in Santa Maria, CA USA	KEY FIRE DOTHAN, AL
24	Other	Miscellaneous Hoses	LOT	0				
25	Other	Bidder is an authorized distributor of all hoses bid?	LOT	0	Yes	Yes	Yes	YES



# ORANGE COUNTY FIRE AUTHORITY

## Invitation for Bids

### Fire Hose – Annual Contract

**November 30, 2016**

**Solicitation No. SC2166**

The Orange County Fire Authority (OCFA) is requesting bids to establish a contract for the purchase of fire hose to replenish stock as needed. The specifications provided herein represent the current OCFA standard and are not meant to restrict the use of equivalent alternate items. **Bids for hose that meets the provided specifications and is made in America by Key Hose, North American Fire Hose Corporation, or other approved manufacturer, as determined at the sole discretion of OCFA, will be accepted.**

The initial term of the contract will be for one year with the option for four additional one-year periods. **Multiple contracts may be awarded if it is deemed to be in the best interest of OCFA.**

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 **Tuesday December 20, 2016.**

### **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 **Wednesday December 7, 2016.** OCFA will publish a response to all inquiries through the e-procurement system and/or may issue an addendum as a result.

Regards,

A handwritten signature in cursive script that reads "Sara Chavez".

**Sara Chavez, Buyer**  
[sarachavez@ocfa.org](mailto:sarachavez@ocfa.org)  
(714) 573-6643

## SECTION 1: SOLICITATION INFORMATION

### 1.1 PURPOSE

The Orange County Fire Authority is requesting bids to establish a contract for the purchase of fire hose to replenish stock as needed. Bids are requested from firms that are responsive, responsible, and offer the best pricing and value. The specifications provided below represent the current OCFA standard and are not meant to restrict the use of equivalent alternate items.

**The items requested are not for one-time delivery.** The total amount of hose that will be ordered over the 12-month term of the contract is estimated at 460 sticks. This estimate is based upon OCFA's past and projected usage. The actual amount of hose ordered may be greater or lower than the provided estimates. The contract resulting from this bid will be for a one year period with the option for four additional one-year renewals, provided the Vendor and OCFA agree to the extension. **Multiple contracts may be awarded if it is deemed to be in the best interest of OCFA.** See Sections **2.5 Contract** and **2.6 Pricing** for more information.

### 1.2 SPECIFICATIONS

**The following specifications are reflective of OCFA's current hose and represent the minimum standard that bids should meet or exceed.** The specifications are not intended to be specific to one manufacturer and it is not the intention of the specifications or OCFA to limit or restrict the use of equivalent, alternate items or materials. **Bids for hose that meets or exceeds the provided specifications and is made in America by Key Hose, North American Fire Hose Corporation, or other approved manufacturer, as determined at the sole discretion of OCFA, will be accepted.** However, for each line item where an equivalent alternate item or material is suggested by a bidder, detailed documentation describing how the substitution is equal to or greater than the specified item is required. In the event an equivalent alternate item or material is suggested, samples and safety certifications may be requested. **OCFA maintains the exclusive right to determine whether items are of acceptable quality.**

#### 1.2.1 Current Double Jacket Hose Specification

Est. Qty.	Size	Length	Type	Notes
200	1¾"	50'	Attack	
25	1¾"	25'	Attack	Male to Female
200	2½"	50'	Attack	
50	3"	50'	Supply	
40	3"	20'	Supply	Male to Female
20	4"	20'	Supply	Male to Female, Rocker Lug
40	4"	20'	Supply	Female Rocker Lug to Female Long Handle, Soft Suction
200	4"	50'	Supply	
150	4"	100'	Supply	
Features				
<b>Manufacturer/Brand:</b>		<ul style="list-style-type: none"> <li>Key Hose - Magnum Lite, Nylon 6.6..</li> <li>North American Dura-Built DB-800-SYN or other equivalent manufacturer/model, as determined by OCFA, is acceptable.</li> </ul>		
<b>Description:</b>		<ul style="list-style-type: none"> <li>American made</li> <li>Resistant to most chemical and petrol products and to deterioration due to ozone and UV-ray exposure</li> <li>Unaffected by rot and mildew</li> <li>Sufficient body and weight to meet the demands of heavy-duty firefighting use</li> </ul>		



	<ul style="list-style-type: none"> <li>Meets the requirements of MIL-H-24606B for abrasion resistance when impregnated</li> </ul>
<b>Jacket Construction:</b>	<ul style="list-style-type: none"> <li>Tightly woven from entangled filament Nylon 6.6 yarn in both the inner and outer jackets</li> <li>Highly abrasion resistant</li> <li>Filler yarn is high-tenacity filament Polyester</li> </ul>
<b>Color:</b>	<ul style="list-style-type: none"> <li>Yellow</li> </ul>
<b>Stenciling:</b>	<ul style="list-style-type: none"> <li>Manufacture date</li> <li>"OCFA" stenciled 5' from the female coupling</li> </ul>
<b>Lining:</b>	<ul style="list-style-type: none"> <li>Ozone resistant</li> <li>Single-ply extruded tube of compounded ethylene propylene diene monomer (EPDM) rubber with smooth finish</li> <li>Adhesion between Nylon and rubber liner capable of withstanding 18 pounds without separation on a 1.5" wide strip</li> <li>Tube thickness for 1¾" hose is a minimum of .040"</li> <li>Free of reclaimed rubber</li> <li>Meets or exceeds all properties of Underwriters Laboratories (UL) standard UL-19</li> </ul>
<b>Performance Testing:</b>	<ul style="list-style-type: none"> <li>The service test pressure is 300 pounds per square inch (PSI) for supply hose and 400 PSI for attack hose</li> <li>Proof test pressure for supply hose is 600 PSI and 800 PSI for attack hose</li> <li>The burst test pressure of a three foot sample is a minimum of 900 PSI for supply hose and 1,200 PSI for attack hose</li> <li>A 50 foot section of hose does not elongate more than 48 inches at 400 PSI</li> <li>Hose does not rise from the test surface and twist does not exceed two right hand turns per 50 foot section</li> <li>Hose is resistant to kinking and maintains flexibility at 35 degrees Fahrenheit</li> </ul>
<b>Couplings:</b>	<ul style="list-style-type: none"> <li>American made</li> <li>Lightweight aluminum threaded couplings with NST threads</li> <li>Action or Red Head brand</li> <li>Specific couplings outlined above</li> </ul>
<b>Certifications (Meets or exceeds):</b>	<ul style="list-style-type: none"> <li>NFPA 1961</li> <li>MIL-H-24606B</li> <li>UL-19</li> </ul>

### 1.2.2 Current Single Jacket Hose Specification

Est. Qty.	Size	Length	Type	Notes
60	1"	100'	Attack	NPSH Couplings
144	1½"	100'	Attack	NST Threaded Couplings
<b>Features</b>				
<b>Manufacturer/Brand:</b>	<ul style="list-style-type: none"> <li>Key Hose, Forestry Type II</li> <li>Other equivalent manufacturer/model, as determined by OCFA, is acceptable</li> </ul>			
<b>Description:</b>	<ul style="list-style-type: none"> <li>American made</li> <li>Resistant to most chemical and petrol products and to deterioration due to ozone and UV-ray exposure</li> <li>Unaffected by rot and mildew</li> <li>Sufficient body and weight to meet the demands of heavy-duty firefighting use</li> <li>Meets the requirements of MIL-H-24606B for abrasion resistance when impregnated</li> </ul>			
<b>Jacket Construction:</b>	<ul style="list-style-type: none"> <li>Highly abrasion resistant</li> <li>The weft material shall be filament polyester yarn</li> <li>The warp material shall be spun polyester yarn.</li> <li>The jacket construction shall be a 1-2 woven twill pattern with the 2 over-crossing on the exterior of the jacket.</li> </ul>			
<b>Color:</b>	<ul style="list-style-type: none"> <li>Yellow</li> </ul>			
<b>Stenciling:</b>	<ul style="list-style-type: none"> <li>Manufacture date</li> <li>"OCFA" stenciled 5' from the female coupling</li> </ul>			
<b>Lining:</b>	<ul style="list-style-type: none"> <li>Ozone resistant</li> <li>Single-ply extruded tube of synthetic polyurethane</li> <li>Free of reclaimed rubber</li> <li>The lining material shall be made of natural rubber, synthetic rubber compound, thermoplastic, or a combination of rubber and thermoplastic materials compounded to meet all other requirements of this specification.</li> </ul>			
<b>Performance Testing:</b>	<ul style="list-style-type: none"> <li>Service test pressure is 300 PSI</li> <li>Kink test pressure is not less than 450 PSI</li> <li>Proof test pressure is 600 PSI</li> <li>The burst test pressure of a three foot sample is a minimum of 900 PSI</li> <li>Hose is resistant to kinking and maintains flexibility at 35 degrees Fahrenheit</li> </ul>			
<b>Couplings:</b>	<ul style="list-style-type: none"> <li>American made</li> <li>Lightweight aluminum threaded couplings with NST threads</li> <li>Action or Red Head brand</li> <li>Ball Bearing</li> <li>Specific couplings outlined above</li> </ul>			
<b>Certifications (Meets or exceeds):</b>	<ul style="list-style-type: none"> <li>USDA 5100-187</li> <li>NFPA 1961</li> <li>MIL-H-24606B</li> <li>UL-19</li> </ul>			

### 1.2.3 Rubber Covered Hose

Est. Qty.	Size	Length	Type	Notes
8	2"	50'	Attack	
4	2½"	8'	Attack	
<b>Features:</b>				
<b>Manufacturer/Brand:</b>		<ul style="list-style-type: none"> <li>Key Hose – Dura-Flow</li> <li>All American Nitrile Rubber Extruded Thru-the-Weave or other equivalent manufacturer/model, as determined by OCFA, is acceptable</li> </ul>		
<b>Description:</b>		<ul style="list-style-type: none"> <li>American made and/or coupled and tested in the United States</li> <li>Constructed from 100% high tenacity polyester synthetic yarn</li> <li>Circularly woven</li> <li>Completely protected by homogenous through-the-weave extruded PVC/Nitrile rubber, constructed without glue or adhesive, with thick rib construction</li> <li>Resistant to ozone and other chemical substances</li> </ul>		
<b>Color:</b>		<ul style="list-style-type: none"> <li>Blue</li> </ul>		
<b>Performance Testing:</b>		<ul style="list-style-type: none"> <li>Tensile strength of lining and cover not less than 1,200 PSI</li> <li>400% Minimum elongation</li> <li>Ultimate elongation of rubber used to construct hose retains 60% of original properties after exposure to oxygen at 300 PSI at 158 degrees Fahrenheit for a period of 96 hours</li> <li>Hose withstands 10,000 cycles on Taber Abrasion Machine (H-22 Wheel: 1/2gk)</li> <li>Use capability down to -35 degrees Fahrenheit</li> <li>No apparent damage to cover, reinforcement, or lining when a 50 ft. length of dry hose is coiled and placed in a box a -35 degrees Fahrenheit for 24 hours</li> <li>Test ASTM D518 Procedure B yields no visible signs of cracking to lining or cover</li> <li>Hose is capable of withstanding a surface temperature of 1,200 degrees Fahrenheit for one minute without rupture or damage to synthetic reinforcement at 100 PSI</li> <li>Minimum burst test pressure is 900 PSI</li> <li>Service test pressure is in accordance with NFPA 1962</li> </ul>		
<b>Couplings:</b>		<ul style="list-style-type: none"> <li>American made</li> <li>Lightweight aluminum threaded couplings with NST threads</li> <li>Action or Red Head brand</li> </ul>		
<b>Certifications (Meets or exceeds):</b>		<ul style="list-style-type: none"> <li>NFPA 1961</li> <li>UL-19</li> </ul>		

**1.2.4 Miscellaneous Hose**

Est. Qty.	Size	Length	Type	Notes
25	1"	50'	Attack	With NP Threads Male to Female
25	1"	100'	Attack	With NP Threads Male to Female
<b>Features:</b>				
<b>Manufacturer/Brand:</b>		<ul style="list-style-type: none"> <li>Key Hose Reel-Lite</li> </ul>		
<b>Description:</b>		<ul style="list-style-type: none"> <li>American Made</li> <li>Lightweight and kink resistant</li> <li>All polyester cover for heat and abrasion resistance</li> <li>Helical interior reinforcement to aid in rigid shape retention</li> <li>Thin-wall polyurethane lining</li> <li>Circular woven</li> <li>Single jacket</li> <li>Pliable, abrasion-resistant cover</li> <li>Tube has an extruded polyurethane liner for age, ozone and chemical resistance</li> </ul>		
<b>Color:</b>		<ul style="list-style-type: none"> <li>Yellow or Red</li> </ul>		
<b>Performance Testing:</b>		<ul style="list-style-type: none"> <li>Service test pressure is 600 PSI</li> <li>Burst test pressure is 900 PSI</li> <li>Kink test pressure is 450 PSI</li> <li>UL Abrasion test of 10,000 cycles, minimum</li> <li>Heat resistant up to 500 degrees Fahrenheit</li> <li>Functions normally between -30 degrees to 112 degrees Fahrenheit</li> <li>Minimum working pressure of 300 PSI</li> </ul>		
<b>Couplings:</b>		<ul style="list-style-type: none"> <li>American made</li> <li>Lightweight aluminum threaded couplings with NP threads.</li> <li>Action or Red Head brand</li> </ul>		
Est. Qty.	Size	Length	Type	Notes
25	1"	50'	Booster	NP Threads, Male to Female
<b>Features:</b>				
<b>Manufacturer/Brand:</b>		<ul style="list-style-type: none"> <li>Goodyear or other equivalent manufacturer/model, as determined by OCFA, is acceptable</li> </ul>		
<b>Description:</b>		<ul style="list-style-type: none"> <li>Used for high-pressure booster service, Type 3 Hardline</li> </ul>		
<b>Hose Construction:</b>		<ul style="list-style-type: none"> <li>Tube made from synthetic rubber</li> <li>Cover made from red synthetic rubber</li> <li>Reinforced with Braided (2) synthetic yarn</li> </ul>		
<b>Color:</b>		<ul style="list-style-type: none"> <li>Red</li> </ul>		
<b>Performance:</b>		<ul style="list-style-type: none"> <li>Functional between 0 and 180 degrees Fahrenheit</li> </ul>		
<b>Couplings:</b>		<ul style="list-style-type: none"> <li>American made</li> <li>Lightweight aluminum or chrome plated brass threaded couplings with NP threads</li> <li>Action or Red Head brand</li> </ul>		

### 1.3 DUE DATE

Bids will be received no later than **11:00 AM on Tuesday December 20, 2016**. Late submittals will not be accepted. There will be a public opening of the bids on the specified due date and time in the Purchasing Section of the OCFA's Regional Fire Operations Training Center located at **1 Fire Authority Road, Irvine, CA 92602**. If attending the bid opening, please allow time to check in at the Reception Desk.

### 1.4 SUBMITTAL INSTRUCTIONS

The Bid Response Forms for IFB SC2166 are provided in Attachment A of this IFB document, and are also 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>.

**Please enter the Manufacturer's name and part number for each item entered on the Line Items tab of the PlanetBids website.**

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.

### 1.5 INQUIRIES

Any questions related to the Invitation for Bid shall be directed to the Buyer, Sara Chavez. 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 Wednesday December 7, 2016**. 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.

### 1.6 SCHEDULE OF IMPORTANT DATES

Invitation for Bid Issue Date	November 30, 2016
Final Day to Submit Questions via PlanetBids Online Q&A Module	December 7, 2016 at 5:00 PM PST
Deadline to Submit Bid Response	December 20, 2016 at 11:00 AM PST

## **SECTION 2: INSTRUCTIONS TO BIDDERS**

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### **2.1 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.

### **2.2 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](http://www.ocfa.org).

### **2.3 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.

### **2.4 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.

The contract resulting from this solicitation will be for one year with the option of four additional one year renewals, provided that the Vendor and OCFA agree to the extension.

## 2.5 PRICING

All pricing shall be firm for the initial term of one year except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. The OCFA shall not be invoiced at prices higher than those stated in any contract resulting from this bid.

The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Bidder shall promptly notify the OCFA of such price reductions.

Price escalation will only be granted during the 60 day period prior to each annual anniversary of the contract effective date. The Contractor may submit a written request that the OCFA increase the prices for an amount for no more than the twelve month change for October in the **Producer Price Index for Rubber and Plastics Water Hose (incl. fire, irrigation, etc.) – Commodity Code 0713-04117**, as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/ppi/home.htm>). Approval for contract price escalation shall only be granted based on the consumer price index (CPI) and/or historic price/cost data supplied by vendor that clearly and convincingly is verifiable and shows a vendor cost that reflects the same gross profit percent as the base offer herein. Vendor's profit margin cannot be increased during the term of this agreement and any renewals/extensions granted. The OCFA shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

At the end of the initial term, pricing may be adjusted for amounts other than inflation based on mutual agreement of the parties after review of appropriate documentation. Renewal prices shall be firm for at least one year, and may be adjusted thereafter as outlined in the previous paragraph.

No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the OCFA's Purchasing Section

## 2.6 ACCEPTANCE PERIOD

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

## 2.7 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) **RESPONSIVENESS:** 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) **RESPONSIBILITY:** 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) **PRICE:** We will then evaluate the bids that have met the requirements above for price, quality of product, life cycle cost, maintenance, and warranty.

## **2.8 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.

## **2.9 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.

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

## **2.11 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 3: TERMS, AND CONDITIONS**

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### **3.1 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.

**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.

**PAYMENT TERMS**

Subsequent to receipt of goods, the Vendor must submit an invoice for payment.

Invoices for OCFA should be sent by electronic mail to:

**Orange County Fire Authority, Accounts Payable**  
[ap@ocfa.org](mailto: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.

**PROOF OF INSURANCE (IF APPLICABLE)**

If required, the successful bidder must furnish the OCFA with the Certificates of Insurance proving the necessary levels of insurance coverage. Any questions regarding the insurance requirements for the OCFA, should be directed to Deborah Hemstock in the Risk Management Office at (714) 573-6835.

**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.

Bid Results

Bidder Details

Vendor Name	All Star Fire Equipment Inc
Address	12328 Lower Azusa Rd Arcadia, CA 91006 United States
Respondee	John Sprengelmeyer
Respondee Title	Sales
Phone	626-652-0900 Ext.
Email	johns@allstarfire.com
Vendor Type	NONE

Bid Detail

Bid Format	Electronic
Submitted	December 20, 2016 10:04:08 AM (Pacific)
Delivery Method	Truck
Bid Responsive	Yes
Bid Status	Submitted
Confirmation #	94554
Ranking	0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
form	OCFA Bid Response Hose.pdf	SC2166 - Bid Response Form
form	OCFA IFB-RFQ Disclosure Forms 121916.pdf	SC2166 - Disclosure Form

Line Items

Discount Terms		no discount					
Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
Double Jacket Hose							
1	1¾" x 50' Per Specifications in Section 1.2.1 of the IFB Document	EACH	200	\$106.3500	\$21,270.0000	\$21,270.0000	Key Hose DN17 Magnum
2	1¾" x 25' - Male to Female Per Specifications in Section 1.2.1 of the IFB Document	EACH	25	\$70.0000	\$1,750.0000	\$1,750.0000	Key Hose DN17 Magnum
3	2½" x 50' Per Specifications in Section 1.2.1 of the IFB Document	EACH	200	\$152.6000	\$30,520.0000	\$30,520.0000	Key Hose DN25 Magnum
4	3" x 50' Per Specifications in Section 1.2.1 of the IFB Document	EACH	50	\$190.7500	\$9,537.5000	\$9,537.5000	Key Hose DN30 Magnum

Fire Hose - Annual Contract (SC2166), bidding on December 20, 2016 11:00 AM (Pacific)

Printed 01/05/2017

**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
5	3" x 20' - Male to Female Per Specifications in Section 1.2.1 of the IFB Document	EACH	40	\$103.5500	\$4,142.0000	\$4,142.0000	Key Hose DN30 Magnum
6	4" x 20' - Male to Female, Rocker Lug Per Specifications in Section 1.2.1 of the IFB Document	EACH	20	\$238.2500	\$4,765.0000	\$4,765.0000	Key Hose DN40 Magnum
7	4" x 20' - Female Rocker Lug to Female Long Handle, Soft Suction Per Specifications in Section 1.2.1 of the IFB Document	EACH	40	\$264.7500	\$10,590.0000	\$10,590.0000	Key Hose DN40 Magnum
8	4" x 50' Per Specifications in Section 1.2.1 of the IFB Document	EACH	200	\$355.5000	\$71,100.0000	\$71,100.0000	Key Hose DN40 Magnum
9	4" x 100' Per Specifications in Section 1.2.1 of the IFB Document	EACH	150	\$590.8000	\$88,620.0000	\$88,620.0000	Key Hose DN40 Magnum
				<b>Subtotal</b>	<b>\$242,294.5000</b>	<b>\$242,294.5000</b>	
<b>Single Jacket Hose</b>							
10	1" x 100' - NPSH Couplings Per Specifications in Section 1.2.2 of the IFB Document	EACH	60	\$100.8000	\$6,048.0000	\$6,048.0000	Key Hose SP10 Type II Forestry
11	1½" x 100' - NST Threaded Couplings Per Specifications in Section 1.2.2 of the IFB Document	EACH	144	\$106.3500	\$15,314.4000	\$15,314.4000	Key Hose SP15 Type II Forestry
				<b>Subtotal</b>	<b>\$21,362.4000</b>	<b>\$21,362.4000</b>	
<b>Rubber Hose</b>							
12	2" x 50' Per Specifications in Section 1.2.3 of the IFB Document	EACH	8	\$161.0000	\$1,288.0000	\$1,288.0000	Key Hose RC20 Dura Flow Nitrile Rubber
13	2½" x 8' Per Specifications in Section 1.2.3 of the IFB Document	EACH	4	\$71.7500	\$287.0000	\$287.0000	Key Hose RC25 Dura Flow Nitrile Rubber
				<b>Subtotal</b>	<b>\$1,575.0000</b>	<b>\$1,575.0000</b>	
<b>Miscellaneous Hose</b>							
14	1" x 50' - Reel-Lite (or equivalent) w/NP Threads, Male to Female Per Specifications in Section 1.2.4 of the IFB Document	EACH	25	\$155.0500	\$3,876.2500	\$3,876.2500	Key Hose Reelite
15	1" x 100' - Reel-Lite (or equivalent) w/NP Threads, Male to Female Per Specifications in Section 1.2.4 of the IFB Document	EACH	25	\$265.8000	\$6,645.0000	\$6,645.0000	Key Hose Reelite

**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
16	1" x 50' - Goodyear (or equivalent) w/NP Threads, Male to Female Per Specifications in Section 1.2.4 of the IFB Document	EACH	25	\$275.0000	\$6,875.0000	\$6,875.0000	Parker Hanifin 7092 with Red Head Brass Bar Way Hole type Couplings
				<b>Subtotal</b>	<b>\$17,396.2500</b>	<b>\$17,396.2500</b>	
<b>Tax</b>							
17	Tax @ 8.0%	LOT	1	\$22,590.2500	\$22,590.2500	\$22,590.2500	
				<b>Subtotal</b>	<b>\$22,590.2500</b>	<b>\$22,590.2500</b>	
<b>Other</b>							
18	How will shipping charges, if any, be calculated?	LOT	0	0	0	0	Freight will be included on single orders of \$5500.00 or more
19	Lead Time	LOT	0	0	0	0	45-60 days ARO
20	OCFA May elect to purchase items not listed above. Please indicate the manufacturer and the percent discount off of the Manufacturer's List price that will be extended. (Enter \$0.00 for Cost/Price)	LOT	0	0	0	0	Discounts will vary depending on product. 10 - 25 % average
21	Please indicate the manufacturer, model, country of origin, and location of coupling and testing for the Single Jacket Hose	LOT	0	0	0	0	Hose is USA made and tested at Key Hose in Dothan Alabama
22	Please indicate the manufacturer, model, country of origin, and location of coupling and testing for the Double Jacket Hose	LOT	0	0	0	0	Same as above
23	Please indicate the manufacturer, model, country of origin, and location of coupling and testing for the Rubber Hose	LOT	0	0	0	0	Hose is assembled and tested at Key Hose in Dothan Alabama
24	Please indicate the manufacturers, models, country of origin, and location of coupling and testing for the Miscellaneous Hoses	LOT	0	0	0	0	Hose is made in the USA. Couplings are made in the USA. Hose is tested by Parker Hanifin and couplings by Red Head Brass
25	Bidder is an authorized distributor of all hoses bid?	LOT	0	0	0	0	Yes
				<b>Subtotal</b>	<b>0</b>	<b>0</b>	
				<b>Total</b>	<b>\$305,218.4000</b>	<b>\$305,218.4000</b>	



## ORANGE COUNTY FIRE AUTHORITY

### Bid Required Response Form Attachment A

#### COMPANY INFORMATION

COMPANY NAME:	A/1STAR FIRE EQUIPMENT		
BUSINESS ADDRESS:	12328 LOWER AZUSA RD ARCADIA CA		
TELEPHONE:	626 652 0900	FAX:	626 652 0919
VENDOR CONTACT NAME:	JOHN SPRENGELMEYER		
TITLE:	SALES		
CONTACT PHONE #:	626 652 0900		
VENDOR CONTACT EMAIL:	JOHNS@A/1STARFIRE.COM		

#### BID SPECIFIC INFORMATION

1. State the estimated delivery lead time for all items after receipt of order (ARO):	45-60 DAYS	
2. State company Payment Terms (OCFA Standard payment terms net 30 days)	NET 30	
3. Discounts: Payment discounts of 20 or more days will be considered in award of bid. Discount for payment of invoice within 20 days of receipt is:	%	(OCFA will not take discounts that are not earned.)
4. Is your pricing based on a Government or Co-Operative contract? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> . If so, which agency and contract is the pricing based on?		
5. "PIGGYBACK" CLAUSE. Offeror shall indicate if they will extend the same prices, terms, and conditions of the proposal to other public agencies: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> . 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.		

#### 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 or fraud. Authorized signature below certifies that no arrangements or agreements have been entered into with any Orange County Fire Authority public officer. Authorized signature below acknowledges understanding that collusive bidding is a violation of State and Federal law and can result in fines,

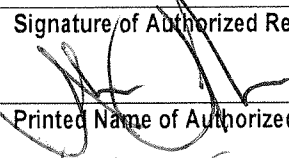
prison sentences, and civil damage awards. Authorized signature below indicates agreement to abide by all conditions of this bid and certifies that individual signing is authorized to sign this bid for the Bidder/Supplier.

### **BIDDER'S ACKNOWLEDGEMENT OF UNDERSTANDING OF THE TERMS AND CONDITIONS**

Authorized signature below verifies that Bidder has read, understands, and agrees to the conditions contained herein and in all of the attachments and agenda(s).

### **REPRESENTATIONS MADE UNDER PENALTY OF PERJURY**

The representations herein are made under penalty of perjury. We hereby offer to sell OCFA the requested item(s) at the prices submitted on-line and under the terms and conditions herein, attached, or incorporated by reference.

Bidder Name (Person, Firm, Corp.): <i>ALLSTAR FIRE EQUIPMENT</i>	Signature of Authorized Representative: 
Address: <i>12328 LOWER AZUSA RD</i>	Printed Name of Authorized Representative: <i>JOHN SPRENGELMEYER</i>
City, State, Zip Code: <i>ARCADIA CA 91006</i>	Title of Authorized Representative: <i>SALES</i>
Telephone Number: <i>626 652 0900</i>	Facsimile: <i>626 652 0919</i>





Attachment B - New Vendor Form and W-9 Form

**ORANGE COUNTY FIRE AUTHORITY**

*Purchasing Division*

1 Fire Authority Road, Irvine, CA 92602

**FAX:** 714-368-8845 **PHONE:** 714-573-6640

**REQUEST FOR NEW VENDOR INFORMATION**

Please complete this form and upload as an attachment to your bid submission on PlanetBids, so that we may establish a Vendor Account in our Financial System, thereby permitting us to complete Purchase Orders and authorize payments as they may become due.

**COMPANY NAME**

COMPANY'S LEGAL NAME:

DOING BUSINESS AS (DBA), If any:

**ORDERING ADDRESS**

STREET and/or PO BOX #:

CITY:

STATE / ZIP CODE:

**REMITTANCE ADDRESS**

COMPANY REMIT NAME:

STREET and/or PO BOX #:

CITY:

STATE / ZIP CODE:

**CONTACT INFORMATION**

VENDOR CONTACT NAME:

VENDOR CONTACT PHONE:

VENDOR'S FAX #:

VENDOR CONTACT EMAIL:

**PAYEE TAX INFORMATION**

*In order to establish your account, you must complete the Federal W-9 form found on the following page, and return to the requestor.*

# Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

**ALLSTAR FIRE EQUIPMENT**

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ☐

☐ Other (see instructions) ☐

Exemptions (see instructions):

Exempt payee code (if any) ☐

Exemption from FATCA reporting  
code (if any) ☐

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

**12328 LOWER AZUSA RD**

City, state, and ZIP code

**ARCADIA CA 91006**

Requester's name and address (optional)

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

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

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

Social security number

-  -

Employer identification number

**95-4326274**

## Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign  
Here

Signature of  
U.S. person ☐

Date ☐

**12-19-16**

## General Instructions

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

Future developments. The IRS has created a page on [IRS.gov](http://IRS.gov) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



## ORANGE COUNTY FIRE AUTHORITY

### Party and Participant Disclosure Forms

#### Attachment C

**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, Bidder is required to complete the attached Party and Participant Disclosure Forms and submit as part of the bid, **if applicable**.

Bidder is required to submit only one copy of the completed form(s) as part of its bid. This/these form(s) should be included in the original IFB. The Bidder and subcontractors must complete the form entitled "Party Disclosure Form". Lobbyists or agents representing the Bidder 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**

Eugene Hernandez, Chairman  
Phillip Tsunoda, Director  
Rob Johnson, Director  
Gerard Goedhart, Director  
Jerry McCloskey, Director  
Don Sedgwick, Director  
Dwight Robinson, Director  
Carol Gamble, Director  
John Perry, Director  
David Sloan, Director  
Rick Barnett, Director  
Craig Green, Director  
Todd Spitzer, Director

Elizabeth Swift, Vice Chairman  
Al Murray, Director  
Joseph Muller, Director  
Jeffery Lalloway, Director  
Noel Hatch, Director  
Warren Kusumoto, Director  
Ed Sachs, Director  
Bob Baker, Director  
Angelica Amezcua, Director  
David John Shawver, Director  
Tri Ta, Director  
Lisa Bartlett, Director

## PARTY DISCLOSURE

The attached **Party Disclosure Form** must be completed and submitted by the Bidder and subcontractors with the bid by all firms subject to the campaign contribution disclosure requirements stated in Section 3.5 – Campaign Contributions Disclosure of this Invitation for Bid.

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

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

### IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

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

proceeding must also be included as part of the aggregation. Campaign contributions made to different directors are not aggregated.

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

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

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

## PARTY DISCLOSURE FORM

Party's Name: ALLSTAR FIRE EQUIPMENT  
Party's Address: 12328 LOWER AZUSA ROAD  
ARCADIA, CA 91006

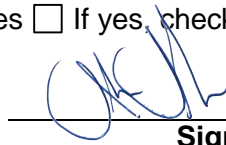
Party's Telephone: (626) 652-0900

Solicitation Title and Number: FIRE HOSE - ANNUAL CONTRACT SC2166

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: 12/19/2016



Signature of Party and/or Agent

---

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

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

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

## PARTICIPANT (AGENT) DISCLOSURE

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

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

### **IMPORTANT NOTICE**

Basic Provisions of Government Code Section 84308

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

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

- B. The attached disclosure form must be filed if you or your agent has contributed more than \$250 to any board member for the OCFA or any of its affiliated agencies during the 12-month period preceding the beginning of your active support or opposition (The disclosure form will assist the board members in complying with the law).

- C. If you or your agent have made a contribution of more than \$250 to any board member during the 12 months preceding the decision in the proceeding, that board member must disqualify himself or herself from the decision. However, disqualification is not required if the member returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a participant in the proceeding.

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

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

### **AND**

- b. The individual or entity, directly or through an agent, does any of the following:
- 1) Communicates directly, either in person or in writing, with a board member of the OCFA or any of its affiliated agencies for the purpose of influencing the member's vote on the bid;
  - 2) Communicates with an employee of the OCFA or any of its affiliated agencies for the purpose of influencing a member's vote on the bid; or

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

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



## PARTICIPANT DISCLOSURE FORM

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

Prime's Firm Name: \_\_\_\_\_

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

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

\_\_\_\_\_

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

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

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

\_\_\_\_\_  
**Signature of Party and/or Agent**

---

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

**Name of Member:** \_\_\_\_\_

**Name of Contributor (if other than Party):** \_\_\_\_\_

**Date(s):** \_\_\_\_\_

**Amount(s):** \_\_\_\_\_

**Name of Member:** \_\_\_\_\_

**Name of Contributor (if other than Party):** \_\_\_\_\_

**Date(s):** \_\_\_\_\_

**Amount(s):** \_\_\_\_\_

**Name of Member:** \_\_\_\_\_

**Name of Contributor (if other than Party):** \_\_\_\_\_

**Date(s):** \_\_\_\_\_

**Amount(s):** \_\_\_\_\_

**Conditions:** The following OCFA standard work order conditions are always applicable, and the following work order conditions are also applicable when this order provides for performance of any work. Whenever used herein "OCFA" shall mean the Orange County Fire Authority, Orange County, California.

## STANDARD CONDITIONS

**1. Law:** This contract is governed by the laws of the state of California. The provisions of the Uniform Commercial Code shall apply except as otherwise set forth in this contract.

**2. Contract:** This order, when accepted by SELLER either in writing or by the shipment of any article or other commencement of performance hereunder, constitutes the entire contract between SELLER and the OCFA: no exceptions, alternates, substitutes or revisions are valid or binding on the OCFA unless authorized by the OCFA in writing. If any conditions conflict with the provisions of the written agreement, the provisions of the written agreement shall govern.

**3. Delivery:** Time of delivery is the essence of this contract. The OCFA reserves the right to refuse any goods and to cancel all or any part of the goods not conforming to the applicable specifications, drawings, samples or descriptions. Acceptance of any part of the order shall not bind OCFA to accept future shipments, nor deprive it of the right to return goods already accepted, at SELLER'S expense. Overshipment and undershipment shall be only as agreed to by OCFA.

**4. Risk of loss:** Delivery shall not be deemed to be complete until goods have been actually received and accepted by OCFA. Payment shall be made after satisfactory acceptance of shipments by OCFA.

**5. Warranty:** SELLER expressly warrants that the goods covered by this order are free of liens, of merchantable quality and satisfactory and safe for consumer use. Acceptance of this order shall constitute an agreement upon SELLER'S part to indemnify and hold harmless from liability, loss, damage and expense, including reasonable counsel fees, uncured or sustained by OCFA by reason of the failure of the goods to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable local, State or Federal codes, ordinances, orders, or statutes including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law. Contractor represents and warrants that the equipment provided under this agreement is designed to be used prior to, during, and after the calendar year 2000. The equipment provided will correctly differentiate between years that end in the same two digits, and will accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the 20<sup>th</sup> and 21<sup>st</sup> centuries.

## WORK ORDER CONDITIONS

**13. Performance:** SELLER shall perform all work diligently, carefully, and in a good and worklike manner, shall furnish all labor, supervision, machinery, equipment, materials and supplies necessary therefor, shall obtain and maintain all building and other permits and licenses required by Public authorities in connection with performance of the work, and if permitted to subcontract, shall be fully responsible for all work performed by subcontractors. SELLER shall conduct all operations in SELLER'S own name and as independent contractor, and not in the name of, or as an agent of OCFA.

**14. Indemnification:** Seller agrees to indemnify and hold harmless OCFA, its officers, employees and agents from any claims, demands or liability for injury to any persons or property, including contractor, its officers, employees or agents, OCFA, its officers, employees agents or other persons arising out of or resulting from SELLER'S performance under this contract, unless such injury is caused by the sole negligence or concurrent active negligence of OCFA, its officers, employees or agents. If SELLER'S negligence combines with OCFA'S negligence to cause injury, the parties agree that liability will be apportioned as determined by a court of competent jurisdiction. Neither party shall request a jury apportionment.

**15. Safety/Liability Language:** In connection with the performance of this contract, OCFA shall have the authority to enter the worksite at any time for the purpose of identifying the existence of conditions, either actual or threatened, that may present a danger or hazard to any and all employees. Contractor agrees that OCFA, in its sole authority and discretion, may order the immediate abatement of any and all conditions that may present an actual or threatened danger or hazard to any and all employees at the worksite.

Contractor acknowledges the provisions of Section 6400 of the Labor Code, which requires that employers shall furnish employment and a place of employment that is safe and healthful for all employees working therein.

**6. Infringement:** SELLER shall indemnify and defend OCFA, at SELLER'S expense against all claims, demands, suits, liability and expense on account of alleged infringement of any patent, copyright or trademark, resulting from or arising in connection with the manufacture, sale, normal use or other normal disposition of any article or material furnished hereunder.

**7. Assignment:** Neither this order nor any claim against OCFA arising directly or indirectly out of or in connection with this order shall be assignable by SELLER or by operation of law, nor shall SELLER subcontract any obligations hereunder, without OCFA's prior written consent.

**8. Default:** If SELLER or any subcontractor breaches any provision hereof, or becomes insolvent, enters bankruptcy, receivership or other like proceeding (voluntarily or involuntarily) or makes assignment for the benefit of creditors, OCFA shall have the right, in addition to any other rights it may have hereunder or by law, to terminate this order by giving SELLER written notice; whereupon (a) OCFA shall be relieved of all further obligation hereunder, except to pay the reasonable value of SELLER'S prior performance, but not more than the contracted price, and (b) OCFA may procure the articles or services from other sources and may deduct from unpaid balance due the vendor or may collect against the bond or surety, or may invoice the vendor for excess cost so paid. The price paid by OCFA shall be considered prevailing market price at the time such purchase is made.

**9. Labor Disputes:** Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of this order, SELLER shall immediately give written notice thereof to OCFA.

**10. Non-Discrimination:** In the performance of the terms of any contract resulting from this order, SELLER agrees that he will not engage nor permit such subcontractors where applicable as he may employ, to engage in discrimination in the employment of persons because of race, color, sex, age, disability, national origin or ancestry, or religion of such person.

**11. Termination:** OCFA reserves the right to terminate this contract without penalty with cause immediately or without cause after 30 days written notice unless otherwise specified.

**12. Taxes:** Unless otherwise provided herein or by law, price quoted does not include California State sales or use tax.

In the event OCFA identifies the existence of any condition that presents an actual or threatened danger or hazard to any or all employees at the worksite OCFA is hereby authorized to order the immediate abatement of that actual or threatened condition pursuant to this section. OCFA may also, at its sole authority and discretion, issue an immediate stop work order to Contractor to ensure that no employee working at the worksite is exposed to a dangerous or hazardous condition. Any stop work order issued by OCFA to Contractor in accordance with the provisions of this Section shall not give rise to any claim or cause of action for delay damages by Contractor or Contractor's agents or subcontractors against OCFA.

**16. Insurance:** SELLER shall maintain in full force during the term of this contract the following insurance and limits not less than those specified (a) Worker's Compensation and Employers' Liability complying with any statutory requirements; (b) Comprehensive General Liability Insurance including a broad form Property Damage endorsement with a \$1,000,000 combined single limit each occurrence; (c) Comprehensive Auto Liability (including the owned, nonowned and hired automobile hazards) with a \$1,000,000 combined single limit each occurrence; (d) Contractual Liability with \$1,000,000 combined single limit each occurrence. If OCFA so desires, these limits may be increased or decreased.

**17. Bill and Liens:** SELLER shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. SELLER shall not permit any lien or charge to attach to the work or the premises; but if any does so attach, SELLER shall promptly procure its release and indemnify OCFA against all damages and expense incident thereto.

**18. Bonds:** If OCFA so desires, SELLER shall provide payment and performance bonds as required.

**19. Changes:** SELLER shall make no changes in the work or perform any additional work without OCFA'S specific written approval.



**Orange County Fire Authority**  
**AGENDA STAFF REPORT**

**Executive Committee Meeting**  
**January 26, 2017**

**Agenda Item No 3D**  
**Consent Calendar**

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

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**Contact(s) for Further Information**

Brigette Gibb, Director  
Human Resources Division

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

714.573.6353

Jonathan Wilby, Risk Manager

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

714.573.6832

**Summary**

This agenda item is submitted for approval to increase the current blanket order with the California State Association of Counties Excess Insurance Authority (CSAC-EIA) to pay the additional amount of \$47,488 for the premium adjustment based on actual FY 2015/16 payroll.

**Prior Board/Committee Action**

On June 18, 2015, the Executive Committee approved and authorized the Fire Chief or his designee, to bind workers' compensation excess insurance coverage with the CSAC-EIA for the policy period July 1, 2015, through July 1, 2016, with a premium of \$210,158.

**RECOMMENDED ACTION(S)**

Approve and authorize the Purchasing Manager to increase blanket order B01001-8 by an additional \$47,488 in order to pay the additional premium adjustment based on the actual FY 2015/16 payroll.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Funding is included in the FY 2016/17 General Fund budget.

**Background**

The workers' compensation self-insurance program uses excess insurance to stop losses over a self-insured retention limit of \$2,000,000. The OCFA is responsible for losses up to \$2,000,000 per incident with the excess insurer responsible for costs that exceed that amount.

An excess insurance policy is purchased annually for the upcoming fiscal year. The premium is calculated using budgeted payroll to determine the premium amount. CSAC-EIA audits the final payroll at the end of the fiscal year to determine if the projected premium was accurate and adjusts the premium up or down based on the audit results. The OCFA receives a credit or invoice depending on the result of the audit. Staff received approval from the Executive Committee for the workers' compensation excess insurance coverage premium amount of \$210,158 on June 18, 2015. Subsequently as of the final audit results the premium amount has been adjusted and the difference resulted in an additional premium of \$47,488, for a total premium for the fiscal year of \$257,646.

An invoice for this additional amount has been received. Since the additional amount due on the premium exceeds 15%, staff is submitting this to Executive Committee for approval. The premium increase is due to two factors:

1. Estimated payroll figures provided during the FY 2015/16 premium renewal excluded several elements of pay that were later determined to be required per the Workers' Compensation Insurance Rating Bureau definition of payroll. These elements of pay included bonuses, incentive pay, and Fair Labor Standards Act and Holiday pay.
2. Estimated payroll figures are provided at a point in time when the payroll budget for the upcoming fiscal year have not yet been developed and therefore will not include any cost of living adjustments or new positions which may be added when the next fiscal year actually starts.

**Attachment(s)**

Invoice for Premium Adjustment



CSAC EXCESS  
INSURANCE AUTHORITY

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

Invoice Number: 17100318  
Invoice Date: 11/10/2016  
Due Date: 12/10/2016

Attn: Deborah Hemstock  
Workers' Compensation

Description	Amount
EWC Premium adjustment based on actual 2015/2016 payroll	\$47,488.00

**Invoice Total: \$47,488.00**

Please pay by the due date to avoid interest charges.  
Thank you!

75 Iron Point Circle, Suite 200, Folsom, CA, 95630 - Phone (916) 850-7300 - [www.csac-eia.org](http://www.csac-eia.org)



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee  
January 26, 2017

Agenda Item No. 3E  
Consent Calendar

**Classification Specifications - Title Change and New Classifications**

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**Contact(s) for Further Information**

Brigette Gibb, Human Resources Director  
Human Resources Division

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

714.573.6353

**Summary**

New classes and corresponding salary ranges must be approved by the Executive Committee. This item seeks Executive Committee approval of one classification specification title change, the establishment of five new classification specifications with corresponding salary ranges, and creation of a Board Member Position(s) in the Master Position Control.

**Prior Board/Committee Action**

**Human Resources Committee Recommendation: *APPROVE***

At its regular January 3, 2017, meeting, the Human Resources Committee reviewed and unanimously recommended approval of this item.

**RECOMMENDED ACTION(S)**

Approve the title change, new classification specifications and corresponding salary, and addition of a Board Director Position to the Master Position Control.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

None

**Background**

See attached expanded background.

**Attachment(s)**

1. Expanded Background
2. Human Resources Manager Classification Specification
3. Board Director Classification Specification
4. Permit Technician I Classification Specification
5. Permit Technician II Classification Specification
6. Permit Supervisor Classification Specification
7. GIS Supervisor Classification Specification

## **Background**

### **Classification Specification Title Change**

#### ***Employee Relations/Human Resources Manager (Attachment 2)***

The Employee Relations Manager classification specification was established in March 2013. Since that time, additional duties have been encompassed by the classification. Currently, the classification is not only responsible for the supervision of employee and labor relations, but all the traditional human resources functions, including: benefits administration, classification and compensation, human resources information systems (HRIS), performance management, and recruitment and selection.

Prior to commencing the current recruitment to fill the vacancy, which was created when the Employee Relations Manager was promoted to Human Resources Director, staff did a market survey of similar classification specifications in the Orange County area and confirmed that use of the title “Employee Relations Manager” for this scope of work is unique to the Orange County Fire Authority (OCFA). Staff recommends the title of Employee Relations Manager be changed to Human Resources Manager to more accurately reflect the scope of duties, as well as better align with the trend in the public sector human resources field. There is no impact to salary range.

### **Establishment of Four Classification Specifications**

#### ***1. Board Director (Attachment 3)***

For tax purposes, Board Directors are considered “employees,” and as such, will receive an IRS Form W-2 (Wage and Tax Statement) in 2017. Establishment of the Board Director classification specification allows staff to assign a class code to the specification, which is a necessary component of issuing the W-2s. In addition, approval is required to create a Board Member position(s) in position control.

#### ***2. Permit Technician I (Attachment 4)***

Community Risk Reduction’s Planning and Development front counter has experienced several staffing challenges consisting of incorrect and conflicting supervisory jobs, excessive employee turnover, lack of upward mobility, inadequate daily coverage, and insufficient fiscal checks and balances. To address these ongoing challenges and increase effectiveness and efficiencies, Community Risk Reduction management has recommended a reorganization and reclassification of the front counter positions. Permit Technician I and Permit Technician II will replace Fire Prevention Services Specialist, and Permit Supervisor will replace temporary Assistant Fire Marshal.

Ralph Andersen & Associates was retained to review the recommendations and conduct a classification and compensation study for the establishment of the three new classification specifications. The study included recommendations on title, essential functions, minimum requirements, compensation, bargaining unit, and Fair Labor Standards Act designation.

The Permit Technician I proposed salary range begins with Step 1 at \$47,236.80/annual (\$22.71/hour) and ends at Step 12 at \$63,668.80/annual (\$30.61/hour).

**3. *Permit Technician II* (Attachment 5)**

The Permit Technician II proposed salary range begins with Step 1 at \$51,958.40/annual (\$24.98/hour) and ends at Step 12 at \$70,012.80/annual (\$33.66/hour).

**4. *Permit Supervisor* (Attachment 6)**

The Permit Supervisor proposed salary range begins with Step 1 at \$71,427.20/annual (\$34.34/hour) and ends at Step 12 at \$96,283.20/annual (\$46.29/hour).

**5. *GIS Supervisor* (Attachment 7)**

In June 2016, OCFA's Assistant IT Manager of Geographic Information Systems (GIS) and Data Management retired. The vacancy has provided an opportunity to fill the manager position at a lower level (supervisor) in order to provide more technical expertise to this area.

There has been an evolving specialization of the GIS industry and transition from emphasizing production of physical mapping products and managing data to developing specialized computer programs and applications, especially for mobile and hand-held computers. Developing new GIS applications requires expertise in both traditional GIS and computer application development. The proposed GIS Supervisor classification requires that unique skillset and hands-on mentorship for existing GIS staff as well as acting as an intermediary and liaison with OCFA Systems and Application Development staff.

The GIS Supervisor will report to the Assistant IT Manager responsible for the Systems and Application Development section. This reporting structure will bring the GIS staff and the Systems and Application Development staff under a single manager who is experienced with how GIS interacts with OCFA's public safety and business systems, streamline decision making and resource allocation, eliminate barriers, and expedite development of new GIS applications. Reclassifying the Assistant IT Manager to GIS Supervisor will result in total compensation savings.

The GIS Supervisor proposed salary range begins with Step 1 at \$101,566.40/annual (\$48.83/hour) and ends at Step 12 at \$136,884.80/annual (\$65.81).





# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

**JOB TITLE:** ~~Employee Relations~~ Human Resources Manager

**REPORTS TO:** Human Resources Director    **FLSA:** Exempt

**SUPERVISES:** Varies

**CLASS CODE:** 0765

**DEPARTMENT:** Human Resources

### **CLASS SUMMARY:**

Incumbents are responsible for performing and supervising professional level activities within human resources. Incumbents are required to work independently and to exercise sound judgment in analyzing highly complex problems and issues.

### **DISTINGUISHING CHARACTERISTICS:**

The ~~is~~ is the fifth level in a six level human resources series. The Human Resources Employee Relations Manager is distinguished from the Senior Human Resources Analyst by its ~~supervisory~~ section level responsibilities and accountability ~~for multiple human resources functions within the section~~. The Employee Relations Human Resources Manager is distinguished from the Human Resources Director, which has division level responsibilities and accountability.

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

Supervises employees, which includes: prioritizing and assigning work; conducting performance evaluations; ensuring staff are trained; and making hiring, termination and disciplinary recommendations.

Directs and performs classification and compensation studies, which includes: conducting and reviewing job analysis; conducting, reviewing and responding to compensation studies and analysis; interpreting and applying classification and compensation methodologies, policies, procedures, and applicable laws; representing the organization in meet and confer processes with bargaining units; serving as a section manager; providing recommendations on pay structures; preparing written analysis and agenda items; and, performing other related activities.

Supervises the administration of the recruitment and selection process, which includes: strategizing, and managing the recruitment process; reviewing test designs and selection components; applying selection procedures, MOUs, and applicable laws; managing interdepartmental recruitment teams; providing hiring recommendations to management and supervisors; representing the organization at meet and confer processes and selection appeals and filings; and, performing other related activities.

Supervises and facilitates employee relations, which includes: mediating workplace conflicts;



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

**JOB TITLE:** ~~Employee Relations~~Human Resources Manager

advising and assisting in the resolution of grievances; preparing recommendations and management responses; offering consultative support to management and supervisors to further employer relations objectives; assisting and advising managers in employee performance management processes, including reviewing performance evaluations for consistency and making recommendations; coordinating and conducting internal investigations; working closely with management to ascertain union/management issues which require resolution or contract clarification; developing employee relations strategies; interpreting and applying contract language, State and Federal laws, and legislation.

Supervises and facilitates labor relations, which includes: preparing labor relations documents and contract language; developing and recommending labor relations policies; representing the organization in meetings with bargaining units; interpreting contract language and providing guidance to management and employees; participating in developing negotiating strategies; conducting special reports; preparing reports; and, performing other related duties.

Supervises and manages the employee development process, which includes: participating in the design and presentation of training materials; assisting management and supervisory staff in the performance management process; providing career counseling and guidance; and, performing other related activities.

Develops, monitors, and evaluates policies and procedures related to benefits administration, which may include: Optional Benefit Plan (OBP), and dental, health, income, and life insurance; establishes guidelines for staff on benefits issues.

Ensures compliance with laws and statutes pertaining to benefits and benefit related programs

Performs other duties of a similar nature or level.

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### **MINIMUM QUALIFICATIONS:**

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

Bachelor's Degree in Business Administration, or a related field, and five years of professional level human resources experience; or, an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above.

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

Possession of a valid California Class C Driver License is required at time of appointment. This classification is subject to enrollment in the California DMV Pull Notice Program, which periodically provides Risk Management with the incumbent's Driver License record and status. None required.



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

**JOB TITLE:** ~~Employee Relations~~Human Resources Manager

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

Knowledge of:

- Supervisory principles;
- Broad based human resources principles and practices;
- Customer service principles;
- Applicable Federal, State, and Local laws, rules, regulations, and policies;
- Research methods;
- Mathematical concepts;
- Conflict resolution techniques;
- Investigation techniques.

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

Skill in:

- Monitoring and evaluating employees;
- Prioritizing and assigning work;
- Using a computer and applicable software applications;
- Providing customer service;
- Handling multiple priorities simultaneously;
- Conducting research;
- Interpreting applicable Federal, State, and Local laws, rules, regulations, policies, and procedures;
- Representing the organization at filings, selection complaints, and grievances;
- Planning and managing complex projects and interdepartmental project teams;
- Developing strategies, goals, and objectives;
- Analyzing problems and identifying problem areas, identifying alternative solutions, weighing alternatives, projecting consequences of actions, and making recommendations;
- Evaluating performance management processes;
- Developing performance improvement plans;
- Communication, interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc. sufficient to exchange or convey information and to receive work direction.

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### **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.



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

JOB TITLE: ~~Employee Relations~~Human Resources Manager

### **WORKING CONDITIONS:**

Incumbents work in a standard office environment.

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### **NOTE:**

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

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### **Classification History:**

Draft prepared by Fox Lawson and Associates LLC (LM), 03-13

Draft revised by Human Resources Analyst, Joshua Boudreaux Date: 12-16

Final prepared by OCFA, Date: 03-13; revised 12-16

Human Resources Director Review:

Zenovy JakymiwBrigitte Gibb Date: 12-16

Adopted by Board of Directors: March 28, 2013

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# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

**Job Title: Board Director**

**REPORTS TO: N/A**

**FLSA: N/A**

**SUPERVISES: N/A**

**CLASS CODE: 5850**

**DEPARTMENT: Board of Directors**

### **CLASS SUMMARY:**

Directors serve as their agency's representative to the Orange County Fire Authority (OCFA) Board of Directors.

### **DISTINGUISHING CHARACTERISTICS:**

N/A

### **ESSENTIAL FUNCTIONS:**

Attends Board of Director, committee, and ad hoc meetings, and ceremonial events as applicable

Collectively, Board Members:

- Adopt various plans and policies to establish guidelines for the OCFA
- Approve the annual budget, inter-fund transfers between budgets, increases and decreases to the budget, and debt obligations
- Provide direction to the chief negotiator on negotiations; adopts resulting Memorandums of Understanding and changes in the Personnel and Salary Resolution
- Approve contracts for public works projects in amounts at or above the statutory limits
- Hire and terminate the Fire Chief and General Counsel; approve employment/service contract for the Fire Chief and General Counsel
- Appoint Clerk, Auditor, and Treasurer
- Authorize filing of and responses to legal action
- Approve and adopt ordinances and resolutions
- Take actions as required by and consistent with California Government Code and any other applicable law



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

**Job Title: Board Director**

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### **MINIMUM QUALIFICATIONS:**

Board Directors shall be a current elected member of the governing body and shall hold office until the selection of a successor by the appointing body. Each Director shall serve at the pleasure of his or her appointing body and may be removed at any time, with or without cause, at the sole discretion of that appointing body.

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

N/A

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

N/A

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

N/A

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

N/A

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### **PHYSICAL REQUIREMENTS:**

N/A

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### **Classification History:**

Draft prepared by Joshua Boudreaux Date: 11/2016

Final prepared by Joshua Boudreaux: 11/2016

Human Resources Director Review: Brigitte Gibb 12/2016

Adopted by Board of Directors, Date:

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# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Permit Technician I

**REPORTS TO:** Permit Supervisor

**FLSA:** Non-Exempt

**SUPERVISES:** N/A

**CLASS CODE:** 0123

**DEPARTMENT:** Community Risk  
Reduction

#### **CLASS SUMMARY:**

Under supervision, incumbents are responsible for performing fire plan processing duties as well as providing assistance and answering general questions from the public regarding fire plans.

#### **DISTINGUISHING CHARACTERISTICS:**

The Permit Technician I is an entry level position in a three level Permit series. The Permit Technician I is distinguished from the Permit Technician II, which handles more complex plan processing duties and performs simple plan reviews. Work of increasing difficulty and complexity is assigned based upon experience acquired and familiarity with the work.

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

Performs fire plan processing duties for residential, commercial, and industrial projects to ensure accuracy, completeness, and compliance with applicable codes, rules, and regulations.

Assists the public at the counter, by telephone, and through email; responds to a variety of general inquiries concerning fire plan requirements and codes requirements.

Distributes plans and documents to plan reviewers, partner cities, and other departments.

Calculates and collects plan review and inspection fees in accordance with established fee schedules and guidelines; issues receipts; maintains plan review files.

Enters and retrieves a variety of data and information into a computer system; compiles data and sends reports to other partner agencies and customers as necessary.

Assists plan reviewers in issuing approval stamps for fire plan review.

Responds to citizen complaints and concerns regarding fire plan review; refers more difficult complaints to higher level staff.

Picks-up and delivers documents, including plans, to various partner agencies throughout the county.



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Permit Technician I

Participates in a variety of special projects related to community risk reduction activities, as assigned.

Performs other duties of a similar nature or level.

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#### **MINIMUM QUALIFICATIONS:**

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

High School Diploma, or General Equivalency Diploma (GED) or, an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above.

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

Possession of a valid California Class C Driver License is required at time of appointment. This classification is subject to enrollment in the California DMV Pull Notice Program, which periodically provides Risk Management with the incumbent's Driver License record and status.

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

- Basic customer service principles
- Strong verbal and interpersonal skills
- Basic report writing methods
- Mathematical concepts
- Office procedures, methods, and equipment including computers
- Basic record keeping and filing methods

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

- Using computers and applicable software applications
- Providing customer service
- Performing mathematical calculations
- Maintaining records
- Compiling data and preparing simple reports
- Handling multiple tasks simultaneously
- Communication, interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc. sufficient to exchange or convey information and to receive work direction and establish and maintain effective working relationships

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#### **PHYSICAL REQUIREMENTS:**

Positions in this class may typically require: standing and sitting for prolonged periods, balancing, reaching, walking, driving, lifting, fingering, grasping, feeling, talking, hearing, seeing, and repetitive motions.

**Medium Work:** Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of





# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Permit Technician I

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force frequently, and/or up to 20 pounds of force constantly to move objects.

#### **WORKING CONDITIONS:**

Incumbents work in a standard office environment.

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#### **NOTE:**

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

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#### **Classification History:**

Draft prepared by Ralph Andersen & Associates, 11/2016

Final prepared by Joshua Boudreaux, 2/2016

Human Resources Director Review, Brigette Gibb 12/2016

Adopted by Board of Directors, Date:

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# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

**Job Title: Permit Technician II**

**REPORTS TO: Permit Supervisor**

**FLSA: Non-Exempt**

**SUPERVISES: N/A**

**CLASS CODE: 0124**

**DEPARTMENT: Community Risk  
Reduction**

### **CLASS SUMMARY:**

Incumbents are responsible for performing more complex fire plan processing duties as well as a simple plan reviews and providing assistance to and answering general questions from the public regarding fire plans.

### **DISTINGUISHING CHARACTERISTICS:**

The Permit Technician II is a journey level position in a three level Permit Technician series. The Permit Technician II is distinguished from the Permit Technician I by its handling of simple plan reviews and more complex fire plans processing duties.

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

Performs more complex fire plan processing duties for residential, commercial, and industrial projects to ensure accuracy, completeness, and compliance with applicable codes, rules, and regulations.

Performs simple fire plan reviews.

Serves as a lead to employees in lower level classification, including prioritizing and assigning work and training employees on work methods and procedures.

Assists the public at the counter, by telephone, and through email; responds to a variety of general inquiries concerning fire plan requirements and codes requirements.

Distributes plans and documents to plan reviewers, partner agencies, and other departments.

Calculates and collects plan review and inspection fees in accordance with established fee schedules and guidelines; issues receipts; maintains plan review files.

Enters and retrieves a variety of data and information into a computer system; compiles data and sends reports to other partner agencies and customers as necessary.

Assists plan reviewers in issuing approval stamps for fire plan review.

Responds to citizen complaints and concerns regarding fire plan review.



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Permit Technician II

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Picks-up and delivers documents, including plans, to various partner agencies throughout the county.

Participates in a variety of special projects related to community risk reduction activities, as assigned.

Performs other duties of a similar nature or level.

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### **MINIMUM QUALIFICATIONS:**

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

High School Diploma, or General Equivalency Diploma (GED) or, an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above.

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

Possession of a valid California Class C Driver License is required at time of appointment. This classification is subject to enrollment in the California DMV Pull Notice Program, which periodically provides Risk Management with the incumbent's Driver License record and status.

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

- Advanced customer service principles
- Strong verbal and interpersonal skills
- Report writing methods
- Mathematical concepts
- Office procedures, methods, and equipment including computers
- Lead supervision and training
- Record keeping and filing methods

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

- Using computers and applicable software applications;
  - Providing customer service
  - Performing mathematical calculations
  - Maintaining records
  - Training lower level staff
  - Compiling data and preparing simple reports
  - Handling multiple tasks simultaneously
  - Communication, interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc. sufficient to exchange or convey information and to receive work direction and establish and maintain effective working relationships
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### **PHYSICAL REQUIREMENTS:**



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Permit Technician II

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Positions in this class may typically require: standing and sitting for prolonged periods, balancing, reaching, walking, driving, lifting, fingering, grasping, feeling, talking, hearing, seeing, and repetitive motions.

**Medium Work:** Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 20 pounds of force constantly to move objects.

#### **WORKING CONDITIONS:**

Incumbents work in a standard office environment.

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#### **NOTE:**

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

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#### **Classification History:**

Draft prepared by Ralph Andersen & Associates, 11/2016

Final prepared by Joshua Boudreaux, 12/2016

Human Resources Director Review, Brigette Gibb 12/2016

Adopted by Board of Directors, Date:

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# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Permit Supervisor

**REPORTS TO:** Deputy Fire Marshal

**FLSA:** Non-Exempt

**SUPERVISES:** Varies

**CLASS CODE:** 0125

**DEPARTMENT:** Community Risk Reduction

#### **CLASS SUMMARY:**

Incumbents are responsible for managing the day-to-day operations of the OCFA Front Counter, including supervising Front Counter staff, coordinating fire plans processing with partner agencies, oversight of "over-the-counter" plan reviews, and general assistance to the public regarding services provided by the Community Risk Reduction Department.

#### **DISTINGUISHING CHARACTERISTICS:**

The Permit Supervisor is the third level in a three level Permit series. The Permit Supervisor is distinguished from the Permit Technician II by its supervisory responsibilities and reports directly to the Planning and Development Deputy Fire Marshal.

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

Supervises employees to include: prioritizing and assigning work; conducting performance evaluations; ensuring staff are trained; and providing hiring, termination and disciplinary recommendations.

Participates in developing and implementing section goals and objectives.

Serves as a liaison with other section managers, partner agencies, the general public, and other stakeholders.

Conducts quality control and monitor fiscal integrity of operations.

Assists the public and other employees with inquiries related to the plan review process and other related Community Risk Reduction Department services.

Coordinates customer service interface, "over-the-counter" fire plan approvals, management of records and fire plan status, and various fire plan processing procedures.

Assists in the development of code amendments and participate in the code adoption process with stakeholders and partner agencies.

Participates in oversight and implementation of the outsource consultant plan review program.

Maintains OCFA guidelines, bulletins, and interpretations related to the plan review process.





# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Permit Supervisor

Participates in developing and administering section budget.

Coordinates fire plan review activities with other sections and partner agencies.

Maintains records concerning Front Counter operations and programs; prepare reports on various operations and activities.

Attends various continuing education classes, seminars, and/or meetings in an effort to remain current on applicable codes, regulations, policies, and procedures.

Develops, conduct, and oversee public outreach and training sessions related to the plan review process.

Participates in special projects related to Community Risk Reduction activities.

Performs other duties as needed of a similar nature or level.

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#### **MINIMUM QUALIFICATIONS:**

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

Associate's Degree and four years of progressively responsible experience related to plan review; or an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above.

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

Possession of a valid California Class C Driver License is required at time of appointment. This classification is subject to enrollment in the California DMV Pull Notice Program, which periodically provides Risk Management with the incumbent's Driver License record and status.

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

- Operational characteristics, services, and activities related to fire plan review and building permit processing
- Supervision, management, and leadership principles
- Principles and practices of staff development and progressive discipline
- Plan review practices and procedures
- Office procedures, methods, and equipment including computers and applicable software applications
- Applicable federal, state, and local laws, codes, and regulations
- Report writing methods
- Mathematical concepts
- Customer service principles

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

- Coordinating and directing fire plan review process
  - Monitoring and evaluating employees
-



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Permit Supervisor

- Prioritizing and assigning work
  - Using computers and applicable software applications
  - Analyzing, interpreting, and applying applicable federal, state, and/or local laws, rules, and regulations
  - Performing mathematical calculations
  - Negotiating problem resolutions
  - Handling multiple tasks simultaneously
  - Maintaining records
  - Conducting presentations
  - Reading plans and blueprints
  - Communication, interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc. sufficient to exchange or convey information and to receive work direction and establish and maintain effective working relationships
- 

#### **PHYSICAL REQUIREMENTS:**

Positions in this class may typically require: standing and sitting for prolonged periods, balancing, reaching, walking, driving, lifting, fingering, grasping, feeling, 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.

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#### **NOTE:**

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

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#### **Classification History:**

Draft prepared by Ralph Andersen & Associates, 1/2016

Final prepared by Joshua Boudreaux, 12/2016

Human Resources Director Review, Brigitte Gibb 12/2016

Adopted by Board of Directors, Date:

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# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### JOB TITLE: GIS Supervisor

**REPORTS TO:** Assistant IT Manager

**FLSA:** Non-Exempt

**SUPERVISES:** Varies

**CLASS CODE:** 1470

**DEPARTMENT:** Support Services/  
Information Technology/GIS

#### **CLASS SUMMARY:**

Incumbents are responsible for supervising Geographic Information Systems (GIS) support and professional staff and performing professional level activities including developing and maintaining spatial databases, GIS applications (apps) and research and analysis. Understands and interprets organizational geospatial needs, develops apps and mapping products that fulfill the unique needs for fire protection and emergency services agencies. Incumbents may be required to serve on an emergency response team in the field.

#### **DISTINGUISHING CHARACTERISTICS:**

The Geographic Information Systems (GIS) Supervisor is the fifth level in a five level information systems series. The GIS Supervisor is distinguished from the Senior GIS Analyst by its full supervisory responsibilities. The GIS Supervisor is distinguished from the Information Technology Assistant Manager, which has management responsibilities over the specific section (IT - GIS and Data Management; IT - Communications and Workplace Support; IT and Communications Infrastructure; IT - Systems Development and Support) of the Information Systems Division.

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

Supervises GIS staff and contractors to include: prioritizing and assigning work; conducting performance evaluations; ensuring staff are trained; and making hiring, termination and disciplinary recommendations and/or decisions;

Supervises the operations and project plan preparation and execution in assigned area of responsibility;

Plans and coordinates OCFA's enterprise GIS program; liaisons with other OCFA divisions and sections;

Evaluates, develops, and documents emerging tools, technologies, and standards; analyzes and makes recommendations and/or decisions regarding feasibility; prepares related reports;

Performs needs assessment and recommends or develops systems improvements; defines and develops related end-user training requirements; prepares related documentation;

Performs complex administration activities for computer systems, networks, and





# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### JOB TITLE: GIS Supervisor

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communications especially as relating to GIS;

Performs the most complex GIS technical troubleshooting;

Plans, researches, evaluates, writes specifications for, and procures hardware, software, and technical services for all levels of automation;

Administers a variety of contracts with external vendors and/or suppliers;

Assists in developing the budget for an assigned section of the department; monitors and forecasts expenditures; recommends purchases of equipment; solicits and evaluates bids;

Performs other duties of a similar nature or level.

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### **MINIMUM QUALIFICATIONS:**

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

Bachelor's degree in Geographic Information Systems, or a related field, and six years of progressively responsible experience related to the area of assignment, including three years of project management experience; or, an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above.

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

- Possession of a valid California Class C Driver License is required at time of appointment. This classification is subject to enrollment in the California DMV Pull Notice Program, which periodically provides Risk Management with the incumbent's Driver License record and status.

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

Knowledge of:

- Supervisory principles
- Project management principles
- Expert in GIS Technology principles including scale, projections, coordinate systems, cartography
- Portal for ArcGIS
- Portal for ArcGIS
- Custom Web App Builder for ArcGIS JavaScript widgets
- ESRI ArcGIS for Server javaScript APIs
- Contract management and administration principles
- Budget principles
- GIS concepts
- Mapping symbols and standards
- Mathematical concepts
- Research methods



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### JOB TITLE: GIS Supervisor

- Database design principles
- Customer service principles
- ArcGIS Desktop, ArcCatalog, ArcToolbox
- ESRI geodatabases
- Geospatial data capture, editing, and mapping
- Multiple computer operating systems
- GIS application development

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

- Monitoring and evaluating employees
- Prioritizing and assigning work
- Using computers (desktop, laptop, mobile) and applicable software applications
- Performing needs assessments
- Managing projects
- Analyzing and designing complex systems
- Evaluating hardware and software applications
- Communicating technical and GIS centric information to a non-technical audience
- Installing, configuring and troubleshooting technological platforms, systems, and networks
- Utilizing and managing databases
- Written and oral communication, interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc. sufficient to exchange or convey information and to receive work direction and establish and maintain effective working relationships

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#### **PHYSICAL REQUIREMENTS:**

Positions in this class typically require: stooping, reaching, walking, pushing, pulling, lifting, fingering, 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 may be subjected to moving mechanical parts and electrical currents.

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# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### JOB TITLE: GIS Supervisor

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**NOTE:**

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

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**Classification History:**

Draft prepared by Joshua Boudreaux, 11/2016

Final prepared by Joshua Boudreaux, 12/2016

Human Resources Director Review, Brigette Gibb 12/2016

Adopted by Board of Directors, Date:

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**Orange County Fire Authority**  
**AGENDA STAFF REPORT**

**Executive Committee Meeting**  
**January 26, 2017**

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

**Sole Source Goodrich Rescue Hoist Overhaul**

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**Contact(s) for Further Information**

Dave Thomas, Assistant Chief  
Operations Department

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

714.573.6012

Craig Covey, Battalion Chief  
Air Operations Program Manager

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

714.522.2113

**Summary**

This item is submitted for the approval to award a sole source purchase order to Goodrich Corporation (the only service provider for Goodrich rescue hoists) for the overhaul of one Goodrich rescue hoist assembly for the Air Operations program in the current fiscal year (FY), and if needed, a second sole source purchase order in FY 2017/18 if service is determined to be needed on the second hoist.

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

On November 17, 2011, the Executive Committee approved issuance of a sole source purchase order for the overhaul of a Goodrich helicopter rescue hoist in the amount of \$58,941 and on July 26, 2012, the Executive Committee approved additional funding in the amount of \$30,490.39 to replace damaged parts discovered during the ten year overhaul service.

**RECOMMENDED ACTION(S)**

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

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Funding has been requested during the FY 2016/17 mid-year budget request process for the service and overhaul of the first hoist. Funding will be requested in the FY 2017/18 budget process for the service and overhaul of the second hoist.

**Background**

The OCFA Air Operations Program utilizes a Goodrich helicopter rescue and cargo hoist for its aircraft. These hoists are used to perform rescues in remote locations where a safe landing site is not available. The hoist can both insert rescuers and/or equipment into a location, and remove an injured person or OCFA personnel from remote or hazardous locations.

The Goodrich rescue hoist was originally purchased by OCFA based on its proven reliability and operational efficiency. In order to ensure the operability and maintain certification, rescue hoists must be overhauled, serviced and recertified every ten years or “hoist cycle usage” whichever comes first. A “hoist cycle” is calculated by each lowering and raising of the cable. One “hoist cycle” is one up and down of the cable. The hoist must be overhauled every ten years, or every 3,330 “hoist cycles”, whichever comes first. In the past, maintenance has been completed based on the ten year maintenance requirement. Due to increased training operations and higher call volumes, it is anticipated that the hoist maintenance requirement may change to the “hoist cycle usage” requirement in lieu of the ten-year cycle.

Goodrich Corporation is the manufacturer and the sole provider of overhaul service, parts and recertification for the hoists currently utilized by OCFA. Staff is requesting approval to issue a sole source purchase order to Goodrich for the overhaul and service on one of the Goodrich rescue hoists. The overhaul process involves a complete tear down of the hoist, inspection of each part, and replacement of the hoist cable. The firm fixed price of \$89,432.50 includes the service to perform the overhaul and the replacement and installation of any damaged parts discovered during the process.

One additional hoist has been identified for service during the next fiscal year. Staff is requesting approval to issue a second sole source purchase order to service the remaining hoist so long as the service is needed, the current overhaul cost will remain the same, and funding is available in the FY 2017/18 budget. The overhaul cost is much less than the cost for a new hoist which is approximately \$210,000.

**Attachment(s)**

1. Quote
2. OCFA Sole Source Request Form
3. UTC Aerospace Systems Terms and Conditions (on file in the Office of the Clerk and available upon request)

**QUOTATION**

Goodrich Corporation  
2727 EAST IMPERIAL HWY BREA CA 92821-6713 US

**UTC Aerospace Systems****Sold-to:**

ORANGE CO. FIRE AUTHORITY  
1 FIRE AUTHORITY RD  
IRVINE CA 92602-0125  
USA

**Payment Terms:** Net 30 Days**Incoterms:** EXW BREA, CA 92821 USA**Quotation No.** 20312048 **Date** 13-DEC-16

**Customer No.** 24183 **Currency Code** USD

**Valid from:** 13-DEC-16 **Valid to:** 13-MAR-17

**Cust. PO Number** RFQ - OVERHAUL 1 **Cust. PO Date** 12-DEC-16

**Customer Service Rep:**

DEVONA BROWN

Tel: +17149841461

Fax:

Email: Devona.Brown@utas.utc.com

PN 42325-12-3 SN 00247

OVERHAUL #1 SERVICE - QUOTATION

THE 2016 FIRM, FIXED PRICE OF OUR OVERHAUL SERVICE IS \$83,000.00. THIS PRICE COVERS THE OVERHAUL SERVICE, MINUS ANY PARTS THAT ARE MISSING OR DAMAGED DUE TO CUSTOMER MIS-USE.

IF THERE ARE NO MISSING OR DAMAGED PARTS, THE FIXED OVERHAUL PRICE IS \$83,000.00.

PLEASE PROVIDE PO REFLECTING FULL OVERHAUL PRICING.

Item	Part Number Description	Quantity	UOM	Unit Price	Lead Time (Calendar Days)
10	SERVICE SERVICE RENDERED	1	EA	83,000.00	0 (days)
<b>Total Items</b>					83,000.00
<b>Taxes</b>					0.00
<b>Total Payable</b>					83,000.00

Your business is very important to us. If you have any questions or concerns, please contact:

**AOG Support GR 24-7****Goodrich 24-7(inside USA)**

Location: Solihull, UK

Phone: +1 800 735 7899

Fax: +44 121 451 6133

E-mail: 24-7@goodrich.com

**Goodrich 24-7(outside USA)**

Location: Solihull, UK

Phone: +44 121 451 5904

Fax: +44 121 451 6133

Email: 24-7@goodrich.com

# QUOTATION

Goodrich Corporation  
2727 EAST IMPERIAL HWY BREA CA 92821-6713 US



**UTC Aerospace Systems**

**Sold-to:**

ORANGE CO. FIRE AUTHORITY  
1 FIRE AUTHORITY RD  
IRVINE CA 92602-0125  
USA

**Payment Terms:** Net 30 Days

**Incoterms:** EXW BREA, CA 92821 USA

**Quotation No.** 20312048 **Date** 13-DEC-16

**Customer No.**

24183

**Currency Code**

USD

**Valid from:** 13-DEC-16

**Valid to:** 13-MAR-17

**Cust. PO Number**

RFQ - OVERHAUL 1

**Cust. PO Date**

12-DEC-16

**Customer Service Rep:**

DEVONA BROWN

Tel: +17149841461

Fax:

Email: Devona.Brown@utas.utc.com

These commodities, technology and/or software are subject to the Export Administration Act as promulgated by the Export Administration Regulations. Diversion contrary to U.S. law is prohibited.

Goodrich Corporation

Goodrich Sensors and Integrated Systems Terms & Conditions apply to this sale. These are available at

[https://customers.goodrich.com/GoodrichSIS/en/US/adirect/goodrich?cmd=GRCH\\_Terms#SISstandard\\_commercial\\_terms\\_and\\_conditions](https://customers.goodrich.com/GoodrichSIS/en/US/adirect/goodrich?cmd=GRCH_Terms#SISstandard_commercial_terms_and_conditions)

Your business is very important to us. If you have any questions or concerns, please contact:

## AOG Support GR 24-7

**Goodrich 24-7(inside USA)**

Location: Solihull, UK

Phone: +1 800 735 7899

Fax: +44 121 451 6133

E-mail: 24-7@goodrich.com

**Goodrich 24-7(outside USA)**

Location: Solihull, UK

Phone: +44 121 451 5904

Fax: +44 121 451 6133

Email: 24-7@goodrich.com

## 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. Any request for a sole source purchase requires clear and convincing evidence that only one source exists to fulfill the requirements. This form is to be used to submit all 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 review prior submittal to the Fire Chief for approval.
4. Executive Committee approval is required for all sole source contracts that exceed \$25,000 (life of the contract) for both services and commodities or if the contract duration exceeds a three (3) year consecutive term regardless of the contract amount.
5. This approved sole source justification form will be included in the contract file.

### SECTION II – REQUEST INFORMATION

Department/Section: Operations - Air Operations		Requested By: Craig Covey	Date: 12/14/2016
Recommended Vendor: Goodrich Corp. a UTC Aerospace Sys. Co.		Vendor Contact: Devonna Brown	Vendor's E-mail Address: devona.brown@utas.utc.com
Vendor Address: 2727 East Imperial Hwy, Brea, CA 92821			Vendor's Telephone #:
Type of Contract: <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Multi-Year <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Increase		Contract Term (Dates): January 30, 2017	Contract Amount: \$83,000 <b>\$89,432.50</b> (with sales tax)
If the contract type is a Renewal, Amendment or Increase, please provide previous contract information with this request (PO, BO, previous approval date, Chief approval or EC approval, and dollar amount).			Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

### SECTION III – JUSTIFICATION

1. Provide a detailed description of the product or service requested. Describe what it is. Attach additional sheet if necessary.

See attached memo with details.

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.

UTC Aerospace Systems (formerly Goodrich) is the only authorized overhaul facility for Goodrich Hoist assemblies.

They manufacture and perform maintenance and service of all their rescue hoist in house. Since OCFA



**SECTION III – JUSTIFICATION (continued)**

standardized on the Goodrich rescue hoist, there is no alternative for repair and service.

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




Quote attached. No competition provides little negotiation space; however our relationship with the local company has provided competitive pricing on previous purchases.

i.e. Purchase of an overhauled hoist in the amount of \$150,000 EC 11-20-14 valued at \$190,000

4. Will this purchase obligate the OCFA to future purchases (maintenance, licensing or continuing needs)? (If yes, please explain how and what the future costs will be.)


Yes, continued maintenance will be required based on a 10 year requirement or hoist cycle usage; whichever comes first. This initial repair estimate of \$83,000 is based on tear down only. After inspection, additional costs may occur if damaged parts are found. Staff has requested information from the vendor to see how long they will hold the overhaul pricing should the one additional hoist require service in FY 17/18.

**Sole Source Request Submitted by:**

REQUESTORS NAME	SIGNATURE	DATE
Craig Covey, Battalion Chief		1/11/17
DIVISION CHIEF/SECTION MANAGER NAME	SIGNATURE	DATE
Dave Steffen, Division Chief		1/11/17
ASSISTANT CHIEF NAME	SIGNATURE	DATE
Dave Thomas, Assistant Chief		1-11-17

Purchasing Manager's Comments:

Executive Committee Approval Required ☒ Yes ☐ No

PURCHASING MANAGER'S APPROVAL	DATE
	1/11/17
FIRE CHIEF'S APPROVAL	DATE

Executive Committee Approved: ☐ Yes ☐ No

Executive Meeting Date 01/26/17

Initial 11/3/14

# MEMO

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DATE: December 27, 2016

TO: Executive Committee  
Orange County Fire Authority

FROM: David Thomas, Assistant Chief of Operations

SUBJECT: **Sole Source Justification for Overhaul of Goodrich Rescue Hoist Assembly**

*Background:*

The OCFA Air Operations Program utilizes a Goodrich helicopter rescue and cargo hoist for its aircraft. These hoists are used by OCFA helicopters to perform rescues in remote locations where a safe landing site is not available. The hoist can both insert rescuers and/or equipment into a location, and remove an injured person or OCFA personnel from remote or hazardous locations. Goodrich hoist was selected due to its proven reliability and operational efficiency. In order to ensure their operability and maintain certification, rescue hoists must be overhauled, serviced and recertified every 10 years or "hoist cycle usage." This request is for the overhaul and service of the first of three Goodrich Rescue Hoists owned by the OCFA. This process involves a complete tear down of the hoist, inspection of each part, and replacement of the hoist cable. Past maintenance has been completed based on the 10 year maintenance requirement. Due to increased training operations and higher call volumes, our maintenance requirement has changed to the "hoist cycle usage" requirement.

*Sole Source Justification:*

Approval of a Sole Source Vendor contract is warranted because UTC Aerospace Systems (formerly Goodrich, Inc.) is the only operator that may perform the service and maintain the certification for the hoist. UTC has not authorized any other vendor to perform maintenance on its products.

c: Dave Steffen, Division 7 Chief



Goodrich Corporation, a UTC Aerospace Systems Company ("Seller"), acting by and through its Hoist and Winch Business Unit.

## STANDARD COMMERCIAL TERMS AND CONDITIONS

### 1. ORDERS

Buyer will place all orders for good and services (collectively, "Goods") to be provided by Seller by sending to Seller a purchase order (the "Purchase Order" or "Order"). The Purchase Order shall contain only the Buyer and Seller identification, description, quantity, price, and/or delivery schedule of goods and/or services requested by Buyer from Seller; and shall be subject to and governed solely by these Standard Commercial Terms and Conditions (the "Terms and Conditions"). Any terms or conditions set forth on any documents or forms utilized by Buyer, including, but not limited to, pre-printed terms and conditions on purchase order documents, and any communications (written or oral) between the parties that are inconsistent with, or are not included within, the Terms and Conditions contained herein, shall be of no force or effect unless signed by an authorized representative of Seller.

### 2. ORDER ACCEPTANCE

Acceptance of the Order shall be indicated by the written acknowledgement of Seller's authorized representative. Seller shall not be obligated to accept any Order. Seller may not accept any Order issued at a time when Buyer is in default in its payments or other material obligations hereunder, notwithstanding the fact that notice of such default has not been given and/or that a cure period applies.

Seller's acceptance of Orders is given only on the express understanding and condition that only the Terms and Conditions shall govern and establish any rights and obligations of the parties with respect to the Goods and Services covered thereby. Seller's failure to object to provisions contained in any document or communication from Buyer shall not be deemed a waiver of the application of the Terms and Conditions. Without limiting the generality of the foregoing, any terms or conditions set forth on any documents or forms utilized by Buyer and any communications (written or oral) between the parties that are inconsistent with, or are not included within the Terms and Conditions shall be of no force or effect unless signed by an authorized representative of Seller.

### 3. ORDER OF PRECEDENCE

Buyer and Seller agree that the Terms and Conditions are the only terms and conditions incorporated in Buyer's Order. In the event of a conflict between the information contained in Buyer's Order and the Terms and Conditions, the Terms and Conditions shall take precedence, unless otherwise agreed in writing by Seller.

### 4. CANCELLATION

No cancellations of Orders by Buyer will be accepted within fifteen (15) days of the earliest requested ship date. All cancellations of any order by Buyer sixteen (16) or more days prior to the earliest requested ship date shall result in a cancellation charge to be reasonably determined by Seller based on such factors as whether the Goods were manufactured specifically for Buyer, Seller's ability to change its production schedule within the period of the notice provided by Buyer and whether Seller acquired or allocated particular supplies or equipment to meet Buyer's Order.

### 5. CHANGES

Buyer may by written notice request changes within the general scope of this Purchase Order to any one or more of the following: (a) drawings, designs or specifications; (b) method of shipment or packaging; (c) place of inspection, delivery or acceptance; and (d) amount of Buyer-furnished materials.

Any proposed Modifications will be evidenced by a written work change order submitted by Buyer and must be agreed to in writing by Seller. If, in Seller's discretion, the proposed Modifications



would cause an increase in the cost of, or the time required for the performance of, any part of the work in this Order, Seller shall be entitled to an equitable adjustment in the purchase price or delivery schedule or both.

The change will become effective, and Seller will commence performance, after the parties have agreed in writing upon any equitable adjustments applicable to the Modifications, and the Purchase Order shall be deemed to be modified to include the Modifications. Unless otherwise agreed in writing, upon performance of the change order, Seller will be entitled to invoice Buyer for the costs of the change, even if Seller agreed to proceed with the change prior to such written agreement.

## 6. DRAWINGS AND SPECIFICATIONS

The Goods shall be manufactured to Seller's drawings and specifications, unless otherwise specified on Buyer's Order and agreed to in writing by Seller. Buyer's drawings and technical specifications (collectively, the "Buyer Specifications") shall be attached to the Order. Seller's compliance with any Buyer-specified Modifications to the Buyer Specifications shall be subject to **Article 5 - CHANGES**.

Seller is reasonably entitled to rely on information supplied by Buyer concerning the Goods and Services including but not limited to timely furnishing of designs, drawings, specifications, test parameters, and all other technical requirements which are the responsibility of Buyer.

## 7. INTELLECTUAL PROPERTY

The Goods are based on technology developed solely by Seller, and Seller retains ownership of all intellectual property rights therein. No rights or licenses are granted to Buyer. Seller shall defend or at its option settle, any claim, suit or proceeding (for this Article 7, collectively "Claim") brought against Buyer based on an allegation that Goods manufactured and sold by Seller under this agreement directly infringe a valid United States patent, and Seller shall indemnify Buyer against any direct loss, damage or liability incurred by Buyer as a result of such Claim, provided Buyer: (a) promptly notifies Seller in writing of the Claim; and (b) provides Seller exclusive authority and reasonable information and assistance for the defense and/or settlement thereof. Notwithstanding the foregoing, Seller shall have no obligation to defend or indemnify Buyer, and Buyer shall indemnify Seller against any direct loss, damage or liability incurred, for Claims based upon (i) the combination of Goods with items not provided by Seller; (ii) the modification of Goods by or on behalf of Buyer; (iii) Goods manufactured according to Buyer's detailed design specifications. The foregoing states the entire obligation of Seller with respect to intellectual property infringement indemnification.

## 8. DISPUTES

Buyer and Seller shall attempt to promptly resolve through good faith negotiation any and all disputes between Buyer and Seller arising out of or in connection with this agreement or its performance, including, but not limited to, any questions regarding the existence, validity or termination hereof (hereinafter "Dispute").

~~If the Dispute has not been resolved by negotiation within twenty (20) days of receipt of the disputing party's written notice requesting negotiation (or any agreed extension thereof), the Dispute shall be finally settled by binding arbitration. The arbitration shall be held in the City of New York, New York and administrated by the American Arbitration Association under its Commercial Arbitration Rules. The arbitrator is not empowered to award damages in excess of actual damages (e.g., no punitive or exemplary damages). The arbitration will be decided by a single arbitrator, mutually acceptable to all parties, who will preside and decide the Dispute, unless the parties agree in writing to the contrary. Should the parties fail to agree on a mutually acceptable arbitrator within thirty (30) days from the date of the demand for arbitration, the parties agree to accept an arbitrator appointed by the American Arbitration Association in accordance with the said rules. The proceedings shall be conducted in English. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Arbitration shall be confidential, final and binding.~~



~~Seller at its sole discretion may discontinue work and suspend its obligations hereunder for the Goods and Services or portions of the Order which gave rise to the Dispute until such time as the Dispute is settled.~~

**9. CHOICE OF LAW**

This Order shall be governed by the laws of the State of ~~New York~~ California, USA, without regard to any conflicts of law principles applied in that State. The parties specifically disclaim application to this Order of the United Nations Convention on Contracts for the International Sale of Goods.

**10. ASSIGNMENT**

Neither Buyer nor Seller may assign, charge, transfer or otherwise dispose of an Order or any interests, rights or obligations therein in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, Seller may assign any and all of its rights and obligations hereunder upon notification to Buyer to (i) any Seller-affiliated company; (ii) a third party pursuant to any sale or transfer of all or part of the assets or business of Seller; or (iii) a third party pursuant to or in connection with any financing, merger, consolidation, change in control, reorganization or other business combination involving Seller.

**11. COMPLIANCE WITH EXPORT STATUTES AND REGULATIONS**

If the Goods and Services ordered hereunder are intended for shipment outside the United States, the following additional provisions shall apply:

(a) In performing the obligations of this contract, both Parties will comply with United States export control and sanctions, laws, regulations, and orders, as they may be amended from time to time, applicable to the export and re-export of goods, software, technology, or technical data ("Items") or services, including without limitation the Export Administration Regulations ("EAR"), International Traffic in Arms Regulations ("ITAR"), Foreign Assets Control Regulations (as administered and enforced by the Treasury Department's Office of Foreign Assets Control), U.S. Customs Regulations, Foreign Trade Statistics Regulations (U.S. Census Bureau) and Bureau of Alcohol, Tobacco, Firearms and Explosives Regulations (U.S. Justice Dept.) (collectively, "Export Control Laws and Regulations").

(b) The Party conducting the export shall be responsible for obtaining the required authorizations. The Party conducting the re-export/re-transfer shall be responsible for obtaining the required authorizations. Each Party shall reasonably cooperate and exercise reasonable efforts to support the other Party in obtaining the necessary licenses or authorizations required to perform its obligations under this contract.

(c) The Party providing any Items under this contract shall, upon request, notify the other Party of the Items' export jurisdiction and classification as well as the export jurisdiction and classification of any components or parts thereof if they are different from the Item at issue.

(d) Each Party represents that: (i) the Items, and the parts and components thereof, it is providing under this Agreement are not "defense articles" as that term is defined in 22 C.F.R., §120.6 of the ITAR; and (ii) the services it is providing under this Agreement are not "defense services" as that term is defined in 22 C.F.R., §120.9 of the ITAR.

(e) To the extent that such Items, or any parts or components thereof, were specifically designed or modified for a military end use or end user or otherwise deemed to be controlled under the ITAR, the Party providing such Items shall notify the other Party of this fact and also shall provide the other Party with written confirmation of the export classification.

**12. WAIVER**

Failure or delay by either party to exercise or enforce any right conferred by this Purchase Order, including Seller's right to deliver invoices under this Purchase Order, shall not be deemed to be a waiver of any such right. Further, a waiver, express or implied, by either party of any default by the



other in the observance and performance of any of the conditions, covenants or duties set forth in this Purchase Order shall not constitute or be construed as a waiver of any subsequent or other default.

### 13. EXCUSABLE DELAY

**Definition of Excusable Delay:** A delay in the performance by Seller of any obligations under this Purchase Order, which is caused by an event which is outside the reasonable control of Seller, including but not limited to an act of God, act of government, fire, floods, epidemics, quarantine restrictions, strikes, freight embargo, unusually severe weather, riot, war, acts of terrorism or any other event which constitutes a superior force and is beyond the reasonable control of Seller.

A delay caused by the default of a subcontractor of the Seller shall constitute an Excusable Delay if the event causing the default of such subcontractor is an event, which (i) meets the foregoing Definition of Excusable Delay and (ii) has not been caused by Seller, unless the subcontracted supplies or services were obtainable at reasonable prices on commercially reasonable terms from other sources in sufficient time for Seller to meet the required delivery schedule.

In the event of an Excusable Delay, any affected delivery date shall be postponed for such period as is reasonably necessary to offset the effects of the Excusable Delay. No adjustment will be made to price under this Purchase Order. Adjustment of the delivery schedule is the exclusive remedy of Seller for an Excusable Delay.

Notwithstanding the above, after an Excusable Delay has continued for a period of one hundred and eighty (180) calendar days in the aggregate the Buyer may, in the Buyer's absolute discretion, terminate this Purchase Order. In the event of such termination, the rights and obligations of Buyer and Seller shall be determined in accordance with the provisions of **Article 4 – CANCELLATION**.

### 14. BUYER-FURNISHED PROPERTY

Seller acknowledges that all drawings, specifications, patterns, technical data, molds, forms, equipment and materials developed or prepared by Buyer at Buyer's sole expense, which are provided to Seller by Buyer to facilitate Seller's production of the Goods or performance of the Services, and all copies thereof ("Buyer Materials"), shall remain the property of Buyer. Upon demand by Buyer, Seller shall promptly return or deliver to Buyer all Buyer Materials at Buyer's cost. Buyer agrees that it has adequate insurance on all of the Buyer Materials, and Seller assumes no liability for loss or damage to said property, including normal and reasonable wear and tear. If this contract requires the use of Buyer-Materials, Buyer shall furnish it in accordance with the schedule defined in this contract. Buyer's failure to do so shall entitle Seller to an equitable adjustment in cost, schedule or both in accordance with **Article 5 - CHANGES**.

### 15. TOOLS AND MATERIALS

Title to all tooling, equipment or materials furnished or paid for as a direct charge or called out as a special item for use hereunder shall be and remain with Buyer. Upon completion or termination of the applicable Purchase Order, Seller shall return any such material to Buyer. Seller assumes no liability for loss or damage to said property, including normal and reasonable wear and tear.

### 16. SUBCONTRACTS

Seller may not subcontract any part of the work or services to be provided under this Purchase Order without Buyer's prior written consent.

### 17. ACCEPTANCE OF GOODS

Unless otherwise mutually agreed in writing, Goods are sold only with Seller's standard quality control tests and calibrations and Seller's standard documentation. Not later than fifteen (15) days from the delivery date, Buyer shall notify Seller in writing upon receipt of Goods of all discoverable defects, including quantity shortages, incorrect product and visible defects. In the event Buyer fails to inspect the Goods or does not present a rejection notice to Seller in writing within fifteen (15) days of the delivery date, the Goods shall be deemed accepted. At that time, Buyer's only recourse





or remedy for non-conforming or defective Goods shall be as provided in the warranty section of this agreement.

**18. RETURNED GOODS**

No return of Goods will be accepted by Seller without Seller's prior authorization. Returned Goods must be in original manufacturer's shipping cartons complete with all packing materials.

**19. PACKING, CRATING AND SHIPPING**

The Goods shall be suitably packaged and prepared for shipment to withstand normal transportation and stocking functions.

**20. CONFIDENTIAL INFORMATION**

Any and all information disclosed or provided by Seller to Buyer in connection with this Purchase Order is proprietary and confidential to Seller. Buyer shall hold such information in confidence, and except as may be mandated by law, shall not disclose it to any third party without the prior written consent of Seller's authorized representative, and shall use such information only as necessary to use the Goods delivered by Seller under this Order.

Buyer agrees that in the event of a breach or threatened breach of the provisions of this clause, and in addition to any other rights or remedies the Seller may have at law or in equity, Seller may seek injunctive or other equitable relief compelling compliance with the aforementioned confidentiality obligations.

**21. SOFTWARE PROVISIONS**

If software is provided under this agreement, Buyer is granted a non-exclusive, royalty free license only for Buyer's use of Seller's software provided with the Seller's system. Under this license Buyer may; (a) use Seller's software with Goods delivered by Seller under this Order; and (b) create one additional copy of Seller's software for archival purposes only.

**22. SHIPMENT AND RISK OF LOSS**

Title to the Goods shall pass to Buyer upon delivery.

All shipments of Goods shall be delivered FCA Seller's premises (FCA, Incoterms 2010). Buyer shall be solely responsible for providing and paying for shipping insurance. Further, Seller shall not have any liability for any loss resulting from uninsured or under-insured Goods.

**23. DELIVERY SCHEDULE**

Buyer acknowledges that any delivery schedule provided by Seller is only an estimation of the lead times. Seller will use commercially reasonable efforts to initiate shipment and schedule delivery as close as possible to Buyer's requested delivery schedule but shall not be liable to Buyer for failure to meet any delivery schedule or for the costs to procure or design substitute goods.

Seller reserves the right to make deliveries in installments. Delivery of a quantity that varies from the quantity specified in Buyer's order shall not relieve Buyer of its obligation to accept delivery and pay for the goods delivered. Buyer shall not refuse to accept delivery or any consignment or installment on account of any shortage or defect in any other delivery.

Delays or changes in schedules resulting from Buyer's acts or omissions shall be subject to price adjustments in Seller's sole discretion. If a delivery is delayed at Buyer's request by more than thirty (30) days after ready for shipment notification, Seller may charge demurrage costs in the amount of 0.5% of the purchase price of the order for each month or partial month of delay up to a maximum of 5% of the total purchase price.

**24. PAYMENT TERMS**

Payment shall be received not later than 30 days after the date of Seller's invoice. Payment shall be made in full, without any set-off or deduction whatsoever. Interest will automatically and without any notice of default accrue on overdue invoices from the due date until payment at the rate of the lower of: (i) twelve percent (12%) per annum; or (ii) the highest interest rate permitted at law. Buyer will be responsible for any litigation costs and attorneys' fees associated with collection of past due invoices. In the event the Customer has failed to pay any of its invoices on time in accordance with the terms of this Agreement the Supplier reserves the right to suspend all outstanding deliveries of the Products to the Customer unless and until all such outstanding payments have been made to the Supplier. It is acknowledged that any such suspension will not constitute a breach of this Agreement on the part of the Supplier.

**25. TAXES**

a) For the purposes of this Agreement, taxes shall include, but not be limited to, sales, use, withholding, value added tax, goods and services tax, stamp, excise, gross receipts, transfer, income tax, withholding tax, profits tax, turnover tax, tax payable on the income of expatriate employees, port dues, import, export and custom duties and any related penalties and interest or other similar taxes ("Taxes").

b) All prices stated in this Agreement shall be exclusive of Taxes.

c) Buyer shall pay the cost of any Taxes which Seller is required by applicable law to charge to Buyer as a result of the transactions contemplated by this Agreement, unless Buyer shall have timely provided to Seller a valid and properly completed exemption certificate certifying that Buyer is not subject to such Taxes or amounts.

d) Seller shall have no liability for any Taxes, assessments, levies or charges due or becoming due, whether imposed on Seller or Buyer, in connection with the performance by Seller of its obligations under this Agreement other than Taxes, as defined above, imposed on Seller's net income.

e) In the event such Taxes are imposed on Seller, Buyer shall reimburse Seller for such Taxes within 15 days of written request.

f) All payments shall be made without deduction or withholding. In the event that Buyer is required by any law to make any deduction or withholding from any amount payable to Seller, then the amount payable to Seller shall be increased such that after all deductions and withholdings, the amount paid to Seller shall be equal to the amount to which Seller would have been entitled under this Agreement had no deduction or withholding been required.

g) Any amounts withheld by Buyer shall be timely remitted to the relevant authority as required by law. Buyer shall promptly provide the Seller with an official receipt or certificate in respect of the payment of such amounts.

h) Both Parties agree to co-operate to eliminate or reduce any applicable Taxes, duties, interest, penalties or similar charges which may be payable by either Party, including, where applicable, providing or issuing the necessary documentation to support or secure exemptions or recoveries. Furthermore, if as a result of a change in law or a change in the tax practice of any tax authority, either Party becomes subject to additional Taxes, duties or similar charges which increases their financial liability during the term of this Agreement, both Parties will negotiate in good faith to attempt to reduce or eliminate such additional Taxes, duties and similar charges. This is provided that neither Party need take any steps, which in its reasonable opinion and acting in good faith would increase its obligations or would be prejudicial or adverse to it (whether in respect of tax affairs or otherwise).



**26. STOP WORK**

When directed by written notice from Buyer (a "Stop Work Notice"), Seller shall promptly cease performance of the Order and its obligations hereunder with respect to the Goods specified in the Stop Work Notice for a period of up to ninety (90) calendar days or longer if extended by mutual agreement. If a Stop Work notice is given, Buyer and Seller shall agree to an equitable adjustment in the delivery schedule, or price, or both, and the Order shall be modified in writing accordingly. When a Stop Work notice is cancelled or the period of the Stop Work notice (or any agreed extension thereof) expires, Seller shall resume work subject to agreement on the equitable adjustment in price and/or delivery schedule.

**27. WARRANTY**

Seller warrants that the Goods furnished under this agreement will, at the time of delivery, be free from defects in material and workmanship, and will conform substantially to the specifications, if any. The warranty period shall be twelve (12) months from the date of shipment by Seller. Seller's obligation under this warranty is limited to, at Seller's option, repairing or replacing any Goods which fail to conform to the foregoing warranty. Seller's liability is conditioned upon Buyer giving written notice to Seller of any defect covered by this warranty within thirty (30) days of the appearance of such defect but in no event later than one year from the date of delivery of the Goods to Buyer. Seller's obligation hereunder is further conditioned upon return of the defective Goods to Seller within such period. The warranty period for Goods or parts thereof that have been repaired or replaced shall be six (6) months or the remainder of the original warranty period, whichever is greater.

Warranty Exclusions

Seller's warranty does not extend to any Goods which i) have been subjected to misuse, neglect, accident, improper, unintended or non-conforming installations; or ii) are used for purposes not included or not in accordance with Seller's prescribed operational maintenance procedures and instructions; or iii) which have been repaired or altered by Buyer or persons other than Seller (except as otherwise authorized by Seller) using practices that do not conform with Seller's prescribed maintenance and repair procedures; or iv) which have been damaged by secondary causes which are inconsistent with applicable product specifications, including but not limited to, improper voltages, adverse or extreme environmental conditions, improper signals, or products which have had their serial number or any part thereof altered, defaced, or removed

**28. LIMITATION OF LIABILITY AND DISCLAIMER OF OTHER WARRANTIES**

THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF SELLER HEREUNDER, AND THE RIGHTS AND REMEDIES OF BUYER HEREUNDER, ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF SELLER, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED. SELLER MAKES NO OTHER WARRANTY BEYOND THOSE EXPRESSLY CONTAINED IN THIS WRITING.

SELLER'S LIABILITY WITH RESPECT TO NONCONFORMING OR DEFECTIVE GOODS IS LIMITED TO BUYER'S NET CURRENT PURCHASE PRICE, AFTER CASH AND OTHER DISCOUNTS, OF ANY SUCH GOODS OR, AT SELLER'S OPTION, TO THE REPAIR OR REPLACEMENT OF SUCH GOODS UPON ITS EVALUATION BY SUPPLIER'S TECHNICAL REPRESENTATIVES OR ITS RETURN TO SUPPLIER, TRANSPORTATION CHARGES PREPAID.

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY SUCH LIMITED REMEDY, SELLER'S TOTAL LIABILITY IN CONTRACT, TORT, STRICT



LIABILITY OR OTHERWISE ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT PAID BY BUYER TO SELLER UNDER THIS AGREEMENT.

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, SELLER SHALL IN NO EVENT BE LIABLE TO BUYER FOR INDIRECT, INCIDENTAL, COLLATERAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSSES SUCH AS BUT NOT LIMITED TO LINE STOP, RECALLS, HARM TO BUSINESS OR BUSINESS REPUTATION, LOSS OF REVENUES, LOSS OF ANTICIPATED SAVINGS OR LOST PROFITS, WHETHER OR NOT FORESEEABLE, AND WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE OR IMPUTED NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

**29. INDEMNITY**

**Seller Indemnity:** Seller hereto agrees to defend and indemnify Buyer, its officers, directors and employees, from and against any and all claims, demands and causes of action (for this Article 29, collectively "Claim") asserted by any third party for loss or damage to tangible property or injury or death of any person, to the extent such damage, injury or death is caused by the negligence or other wrongful acts or omissions of the Seller in the performance of Seller's obligations under this agreement, provided that Buyer (a) promptly notifies Seller in writing of any Claim; and (b) provides Seller exclusive authority and reasonable information and assistance for the defense, compromise or settlement of such Claim.

**Buyer Indemnity:** Buyer hereto agrees to defend and indemnify Seller, its officers, directors and employees, from and against any and all Claims asserted by any third party for loss or damage to tangible property or injury or death of any person, to the extent such damage, injury or death is caused by the negligence or other wrongful acts or omissions of the Buyer in the performance of Buyer's obligations under this agreement, provided that Seller (a) promptly notifies Buyer in writing of any Claim; and (b) provides Buyer exclusive authority and reasonable information and assistance \ for the defense, compromise or settlement of such Claim.

**30. PARTIAL INVALIDITY AND SEVERABILITY**

If any provision of the Order or the Terms and Conditions, including any limitation of warranty or liability, is held by a court or any governmental agency or authority to be invalid, void or unenforceable, the parties agree to negotiate in good faith to draft a new legal and enforceable provision that, to the maximum extent possible, comports with the original intent of the parties and maintains the economic and other terms to which the parties originally agreed. If after thirty (30) days the parties have been unable to reach agreement, the Order will be deemed terminated and may result in a cancellation charge to be reasonably determined by Seller based on such factors as whether the Goods were manufactured specifically for Buyer, Seller's ability to change its production schedule within the period of the notice provided by Buyer, and whether Seller acquired or allocated particular supplies or equipment to meet Buyer's Order.

**31. INDEPENDENT CONTRACTOR**

Neither party is a partner, agent, or legal representative of the other party, nor does the Order create a fiduciary relationship between the parties. Seller is an independent contractor in the performance of the Order, and each party retains authority to manage its personnel, workers, subcontractors, and operations required for performance of its obligations hereunder.

**32. PUBLICITY**

Neither party is hereby granted the right to use any name, trademark or other designation of the other party in any advertising, publicity or marketing activities. Neither party will issue press releases, advertising, sales promotions or other publicity documents or information referring to the other party without prior written consent of the other party.



**33. CHOICE OF LANGUAGE**

The Order, these Terms and Conditions, any document referenced herein or attached hereto, any report, any drawings or other technical information, or any notice or binding communication shall be drafted in English, shall be interpreted in accordance with the plain English meaning of their terms, and shall employ the units of measure customarily used by Seller in the United States. All payments shall be in U.S. Dollars unless otherwise agreed in writing.

**34. U.S. GOVERNMENT CONTRACT CLAUSES**

If this Order is a subcontract for commercial items or commercial components to a U.S. Government prime contract, then only the clauses specified in FAR 52.244-6 and DFARS 252.244-7000 as prescribed by FAR 44.403 and DFARS 244.403, respectively, shall apply.

Any U.S. Government contract clauses incorporated by reference are only applicable to this subcontract pursuant to the guidelines and prescriptions relating to mandatory flow down of requirements of said clauses; contract value; and contract type as defined in the FAR, DFAR, AFFAR, and AFMC FAR Supplement.

**35. ENTIRE AGREEMENT**

The Terms and Conditions, including any exhibits and attachments hereto, comprise the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals, representations, agreements and understandings, whether oral or written, except as stated herein.

*Lydia Kirk*

Modified terms as agreed with OCFA 1/18/17



**Orange County Fire Authority**  
**AGENDA STAFF REPORT**

**Executive Committee Meeting**  
**January 26, 2017**

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

**Award of Bid JA2179 – Installation of Flight Director System**

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**Contact(s) for Further Information**

Dave Thomas, Assistant Chief  
Operations Department

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

714.573.6012

Craig Covey, Battalion Chief  
Air Operations Program Manager

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

714.522.2113

**Summary**

This item is submitted for the approval of a bid award to Rotorcraft Support, Inc., for the installation of flight director systems on both OCFA Bell 412EP helicopters.

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

None.

**RECOMMENDED ACTION(S)**

Approve and authorize the Purchasing Manager to issue a purchase order to Rotorcraft Support in the amount of \$180,133.80 for the installation of flight director systems on both OCFA Bell 412EP helicopters.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Funding is included in the FY 2016/17 Air Operations Equipment budget

**Background**

Air Operations (Air Ops) staff constantly evaluates ways for improving safety enhancement of OCFA aircraft. Staff has identified that installation of a flight director system in the two Bell helicopters will enhance the safety of the aircraft while reducing a pilot's workload by improving the aircraft's operability during flights in the night environment, during poor weather conditions, and during offshore flights. The flight director system is used to enhance the automated functions of the aircraft's autopilot equipment. It enables the pilot to place the aircraft in a "hands free" mode of flight, performing the functions of a second pilot. The flight director can track automatically to programmed Geographic Position System coordinates and autonomously fly published instrument approach procedures to airports. When engaged, the flight director enables the pilot to focus on other mission aspects, rather than devote his full attention to physical manipulation of the flight controls. Based on the identified benefits and the value that flight director systems would provide to the Air Ops program, staff submitted the request to obtain competitive bids for the purchase and installation of two flight director systems for the Bell helicopters.

Purchasing staff issued a bid in March 2016 for the purchase and installation of the flight director systems for both Bell 412EP helicopters. Only one bid was received from Rotorcraft Support Inc. in the amount of \$441,407.98. The bid was rejected due to the substantial cost for the project.

In an effort to find a way to reduce the cost of installing the flight director system, Air Ops personnel contacted the Bell helicopter regional sales manager and was able to obtain a significant portion of the original flight director system components and gauges that were not originally installed in the helicopters at no cost to OCFA. The scope of work was updated to include the equipment provided by Bell and the bid was reissued.

On December 7, 2016, invitation for bid (IFB) number JA2179 was issued requesting bids for the installation of flight director gauges and components on two Bell 412EP helicopters. A non-mandatory pre-bid job walk meeting was held on December 13, 2016, at Fire Station 41, with representatives from two companies attending the meeting. The following bids were received on December 28, 2016:

	Rotorcraft Support Inc. <i>Van Nuys, CA</i>	RSG Aviation, Inc. <i>Fort Worth, TX</i>
Equipment/parts necessary to complete installation of Flight Director System (taxable)	\$136,235.00 (\$68,117.50 per aircraft)	\$606,986.00 (approx. \$303,493 per aircraft)
Labor to complete installation	\$33,000 (estimated 150 hours per aircraft @ \$110/hour)	\$81,600 (estimated 296 hours @ \$100/hour for HC 1) (estimated 520 hours @ \$100/hour for HC 2)
Tax	\$10,898.80	\$48,558.88
Total Project Costs for Flight Director Installation for Bell Helicopters 1 & 2	\$180,133.80	\$737,144.88

Rotorcraft Support, Inc. was the lowest responsive bidder. As a result of Air Ops staff obtaining a majority of the equipment required for the flight director system directly from Bell Helicopters, OCFA will be able to save \$261,274.16 from the original bid Rotorcraft Support submitted in March 2016. The bid submitted by RSG Aviation, Inc. included the remaining equipment and parts needed to complete the project; however, parts, labor, and roundtrip pick-up and delivery resulted in a price substantially higher than that provided by Rotorcraft.

Since the total project cost amount exceeds the threshold (\$100,000) for service contracts as defined in the Roles and Responsibilities Matrix, staff is requesting Executive Committee approval to award the bid to Rotorcraft Support, Inc., and approve and authorize the Purchasing Manager to issue a one-time purchase order to Rotorcraft Support in the amount of \$180,133.80.

**Attachment(s)**

1. Bid JA2179 – Solicitation Document (on file in the Office of the Clerk and available upon request)
2. Rotorcraft Support Bid Submission (on file in the Office of the Clerk and available upon request)



## ORANGE COUNTY FIRE AUTHORITY

### Invitation for Bid

## Bell 412EP – Installation of Flight Director Gauges/Components and 100HR/12 Month Inspection

**Date:** December 7, 2016

**IFB Number:** JA2179

The Orange County Fire Authority is seeking bids from authorized vendors for the installation of Flight Director gauges and components on two Bell 412EP helicopters and 100 Hour/12 Month Annual Inspection services for one Bell 412EP Helicopter.

**Pre-bid Job Walk Date:**

December 13, 2016 at 11:00am

**Electronic bids must be submitted no later than:**

December 20, 2016 at 11:00am

**Submit bid online at:**

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

### **LATE BIDS WILL NOT BE ACCEPTED**

Questions regarding this procurement should be submitted via the Online Q&A Section through PlanetBids no later than the specified Q&A Deadline. Q&A is for bidders who have any questions regarding the specifications set forth herein. Any subsequent addenda will be posted on PlanetBids.

Any and all exceptions to the original specifications must be clearly stated in the bid; and failure to set forth any exception shall be grounds for rejection of the bid. The Orange County Fire Authority reserves the right to reject any and all bids, and to waive any irregularities in any bid and to select the bid that best meets the Authority's needs.

Regards,

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

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

## **SECTION 1: SOLICITATION INFORMATION**

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### **1.1. BACKGROUND**

The Orange County Fire Authority (OCFA) is a Joint Powers Authority consisting of 23 partner cities and unincorporated areas in Orange County. The Authority was formed in March, 1995 and provides fire, emergency medical, search and rescue, fire prevention, and hazardous materials response services from 72 fire stations throughout Orange County. The population served includes over 1.6 million residents in a 550 square mile area of Orange County. OCFA is the second largest regional fire protection agency in California in geographical size, population served, and the number of jurisdictions in partnership.

### **1.2. OVERVIEW**

The Orange County Fire Authority (OCFA) is seeking bids from authorized vendors to perform the following services to two Bell 412EP Helicopters.

1.2.1. Flight Director Installation on both OCFA Bell 412EP Helicopters

1.2.2. 100 Hour/12 Month Annual Inspection and Servicing on one OCFA Bell 412EP Helicopter

### **1.3. REQUEST FOR CLARIFICATION**

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

### **1.4. OCFA RIGHTS**

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

1.4.1. Investigate the qualifications of any Bidder under considerations

1.4.2. Require confirmation of information furnished by the Bidder.

1.4.3. Require additional evidence of qualifications to perform the work described in this Bid.

1.4.4. Perform a price or cost analysis to determine price reasonableness.

1.4.5. Reject any or all of the Bids at its discretion.

1.4.6. Issue a subsequent Request for Bid.

1.4.7. Disqualify a bid upon evidence of collusion with the intent to defraud or other illegal practices on the part of the Bidder.

1.4.8. Waive any minor errors, informalities or irregularities in any Bid, to the extent permitted by law.



### 1.5. **PRE-BID JOB WALK**

A non-mandatory pre-bid meeting/job-walk is scheduled for **Tuesday, December 13, 2016, at 11:00am, at OCFA Fire Station 41, located at the Fullerton Airport, 3900 Artesia Avenue, Fullerton, CA 90621.** This informational meeting will be held to allow questions, clarifications and inspections of the Bell Helicopters. Questions submitted through PlanetBids prior to the pre-bid meeting will be addressed during the pre-bid meeting. Any information or instructions that result from the conference will be documented in an addendum and sent to all prospective bidders who have downloaded the bid package through Planet Bids.

### 1.6. **SUBMISSION OF BID**

OCFA will receive ***ON-LINE BID RESPONSES ONLY***. Hard copy bids will not be considered for this invitation for bid.

1.6.1 Prospective bidders must submit bids in electronic only format at <http://www.planetbids.com/portal/portal.cfm?CompanyID=14773>. Click on the eBid button; enter prices in the Line Items tab. *Bidders may change or withdraw their bid any time prior to the bid close.*

1.6.2 Scan and attach the following required documents to your eBid:  
(This list may not be all-inclusive; additional items may be required elsewhere in the bid specifications. *Failure to provide required documents with bid may cause the bid to be deemed non-responsive.*)

A) **Section 3 – 5** (Price Sheet, Questionnaire, References)

B) **Bid Required Response Forms** (Attachment A - C)

### 1.7. **SCHEDULE OF IMPORTANT DATES**

Invitation for Bid Issue Date	Tuesday December 7, 2016
Pre-Bid Job Walk Meeting	Tuesday December 13, 2016, 11:00 AM PST
Final Day to Submit Questions via PlanetBids Online Q&A Module	Tuesday December 13, 2016, 5:00 PM PST
Deadline to Submit Bid Response	Tuesday December 20, 2016, 11:00 AM PST



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

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### **2.1. PROJECT OVERVIEW**

The Orange County Fire Authority is inviting bid responses from authorized vendors for the installation of Flight Director Gauges and Components on two OCFA Bell 412EP Helicopters and to provide 100HR/12 Month annual inspection services on one OCFA Bell 412EP Helicopters.

OCFA desires the annual inspection of N2415A, Helicopter #2, to be completed at the same time as the Flight Director Installation to minimize the aircrafts out of service time. OCFA may elect not to award the annual inspection of this aircraft if the schedule to complete both the installation and annual inspection is not in the best interest of OCFA.

### **2.2. BIDDER REQUIREMENTS**

- 2.2.1. Repair Facility must be FAA-Certified. OCFA reserves the right to ask for proof of said authorization.
- 2.2.2. Contractor to be a Bell Helicopter approved service center authorized to complete the requested installations and annual inspections; if not Bell Authorized service center contractor must provide proof of appropriate tools and experience to complete servicing and installations. OCFA reserves the right to visit the vendor's facility.
- 2.2.3. Contractor must have experience in performing the requested installations and inspections; provide a minimum of three references that you have provided similar projects for during the past two years. The services you provided should be comparable to the services requested in this bid.
- 2.2.4. Ensure that all equipment, materials, supplies, and work meet or better all applicable manufacturer's published specifications and installation instructions and industry accepted standards and practices.
- 2.2.5. Contractor required to complete all F.A.A documentation.
- 2.2.6. NVG Cockpit modification supplemental type certificate holder (STC), Aerodynamix, to enhance lighting of components
- 2.2.7. NVG Cockpit modification appendices to be amended where applicable.

### **2.3. SCOPE OF WORK**

#### **INSTALLATION OF FLIGHT DIRECTOR SYSTEM**

- 2.3.1. OCFA will supply the gauges/components for the installation minus 1 triple tach and the panel halves. OCFA has 1 triple tach that will require vendor repair. Vendor to provide additional triple tach, overhauled or refurbished is acceptable.
- 2.3.2. Contractor to supply additional hardware and parts required to complete installation.
- 2.3.3. All installed gauges and cockpit modifications must be coordinated/approved/modified by Aerodynamix for NVG considerations and all required documentation with governing agency completed.
- 2.3.4. Vendor will be responsible for removing the Avalex moving map system.
- 2.3.5. Bell Service Instruction SI-41 (Three Axis Flight Director) to be used for guidance, however, this is not a new install, aircraft is wired from manufacture. Some repositioning of other equipment may be required.

**100 HOUR/12 MONTH ANNUAL INSPECTION**

- 2.3.6. Contractor shall provide annual inspection services on one OCFA Bell 412EP Helicopters (N2415A helicopter # 2). Services to be completed at the same time as flight director installation in order to minimize aircraft out of service time.
- 2.3.7. Services shall be performed in accordance with Bell maintenance manual Chapter 5 and all Federal Aviation Administration (FAA) requirements.
- 2.3.8. 100 Hour/12 Month annual inspections to include:
  - a. 25 Hours of tail rotor operation inspection
  - b. 100 hours of collective lever operation inspection
  - c. 600 hours of tail rotor driveshaft operation inspection
  - d. 600 hours of main driveshaft operation inspection
  - e. 24 months of control bolt operation inspection
  - f. 24 months of main rotor mast operation inspection
- 2.3.9. Per ICAs
  - a. Aeronautical Accessories Equipment:
    - i. Cargo Door Retention Kit
    - ii. Crosstubes
    - iii. External Hoist Kit
  - b. Alpine Aerotech Equipment
    - i. C-box Drain Reservoir
    - ii. Shoulder Harness Kit
  - c. BLR Equipment
    - i. FastFin and Strake Kit
  - d. Bristol Aerospace Equipment
    - i. WSPS Kit
  - e. Dart Equipment
    - i. Aft Cabin Floor Protector
    - ii. Door Modification Kit
    - iii. Dual cargo mirrors and LED lights kit
    - iv. Gross Weigh Towing Kit
    - v. HeliAccess Steps
    - vi. Skid Tubes
    - vii. Twin-Pac Easy Access Kit
  - f. Kawak Hydraulic System Kit
  - g. Onboard Systems Cargo Hook and Suspension System
  - h. Spectrolab SX-5 Night Sun Kit

**2.4. DELIVERY/PICK-UP**

OCFA staff will be responsible for Delivery and Pick up of the aircraft if the Contractor's facility is within 150 miles of the Fullerton Airport.

Vendor facilities further than 150 miles from Fullerton Airport will be responsible for pickup and delivery of the aircraft.

**2.5. OCFA RESPONSIBILITIES**

- 2.5.1. OCFA staff will also be responsible for any ground/flight testing that may need to be accomplished.
- 2.5.2. Any required operations checks to be completed by an OCFA pilot.
- 2.5.3. Final Installation inspection to be completed by an OCFA technician.

**2.6. WARRANTY**

- 2.6.1. All items must carry manufacturer's warranty.
- 2.6.2. Vendor must handle all warranty related issues in a timely fashion.

**SECTION 3: PRICE SHEET**

Pricing must include everything necessary to complete all of the requirements of the specifications. OCFA pays sales tax of 8.0% on items, which must be factored into the lump sum price.

**INSTALLATION OF FLIGHT DIRECTOR SYSTEM PER BELL SERVICE INSTRUCTION 412-SI-41**

Line Item	Description	Unit of Measure	Qty	Unit Cost	Extended Total
1	Equipment and Parts necessary to complete installation of Flight Director System on <b>BOTH</b> helicopters	LOT	1	\$ _____	\$ _____
2	Misc. Hardware and Consumables required to complete installation on <b>BOTH</b> Helicopters	LOT	1	\$ _____	\$ _____
3	Labor: fully loaded hourly rates including labor, tools, and equipment necessary to complete <b>BOTH</b> installations. <i>Enter estimated # of hours to complete installations</i>	HOUR	_____	\$ _____	\$ _____
4	Round Trip Pick up & Delivery charge if outside of 150 miles of Fullerton Airport	EACH	2	\$ _____	\$ _____
5	Sales Tax 8%	LOT	1	\$ _____	\$ _____
6	<b>Lump Sum – Not-to-Exceed – Project Costs for Flight Director Installation</b> Transfer this amount to PlanetBids Line Items Tab Line 1				\$ _____

**ANNUAL INSPECTION SERVICES PER BELL MAINTENANCE MANUAL CHAPTER 5**

Line Item	Description	Unit of Measure	Qty	Unit Cost	Extended Total
7	100 hour 12 Month Inspection as specified in section 2.3	Each	1	\$ _____	\$ _____
8	<b>Lump Sum – Not-to-Exceed – Annual Inspection Services</b> Transfer this amount to PlanetBids Line Items Tab Line 2				\$ _____

**SECTION 4: QUESTIONNAIRE**

Is your facility FAA certified? Please attach proof of certification.

Is your facility approved and authorized by Bell Helicopter to perform the equipment installations described in the scope of work? Please attach proof of authorization.

If no, please provide evidence that your facility possesses all special tooling necessary to complete requested installation, inspection, and servicing.

How many miles away is your facility located from the Fullerton Airport? Provide address.

Helicopter # 2 requires flight director installation AND 100 hour/12 month inspection, are these services able to be completed at the same time? Provide a tentative project schedule.

What is the estimated # of days to complete flight director installations for Helicopter 1?

What is the estimated # of days to complete flight director installation and 100 hour/12 month inspection for Helicopter 2?

Provide all warranty information.

**SECTION 5: REFERENCES**

Provide at least three references, preferably California agencies, for whom similar projects were completed by your company. OCFA reserves the right to contact each of the references listed for additional information regarding their experience with your company.

<b>Customer Agency Name</b>	
<b>Contact</b>	
<b>Title</b>	
<b>Phone Number</b>	
<b>Email</b>	
<b>Description of Project</b>	
<b>Project Completion Date</b>	
<b>Project Amount</b>	

<b>Customer Agency Name</b>	
<b>Contact</b>	
<b>Title</b>	
<b>Phone Number</b>	
<b>Email</b>	
<b>Description of Project</b>	
<b>Project Completion Date</b>	
<b>Project Amount</b>	

<b>Customer Agency Name</b>	
<b>Contact</b>	
<b>Title</b>	
<b>Phone Number</b>	
<b>Email</b>	
<b>Description of Project</b>	
<b>Project Completion Date</b>	
<b>Project Amount</b>	

**BID REQUIREMENTS AND GENERAL TERMS & CONDITIONS**

1. **DEFINITIONS, ACRONYMS, AND ABBREVIATIONS:** For purposes of this solicitation and subsequent contract, the following definitions shall apply:

**OCFA:** The Orange County Fire Authority

**Bidder:** The individual, partnership, or corporation who submits a bid in response to a solicitation.

**Bid Documents:** OCFA documents, forms, exhibits, etc. attached to eBid.

**eBid:** Electronic bid submitted by bidders via OCFA's PlanetBids Vendor Portal: <http://www.planetbids.com/portal/portal.cfm?CompanyID=14773>.

**Contractor, Consultant, Vendor or Supplier:** The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by OCFA.

**Contract:** The legal agreement executed between OCFA and the Contractor/Consultant/Vendor/Supplier. The Contract shall include this solicitation document incorporated herein by reference, all terms, conditions, specifications/scope of work, amendments and the Bidder's/Contractor's bid as accepted by OCFA.

**Contract Representative (CR):** The OCFA employee or employees who have specifically been designated to act as a contact person/persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

**May:** Indicates something that is not mandatory but permissible.

**Shall, Will, Must:** Indicates a mandatory requirement; failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at OCFA's sole discretion, result in the rejection of the bid as non-responsive.

**Should:** Indicates something that is recommended but not mandatory. If the Bidder fails to provide recommended information, OCFA may, at its sole option, ask the Bidder to provide the information or evaluate the bid without the information.

2. **METHOD OF SUBMISSION:** Please provide your electronic submittal no later than 11:00 a.m. on the date stated unless otherwise instructed.
3. **INQUIRIES:** Any question related to the Bid shall be directed to the Buyer. A bidder shall not contact or ask questions of the department for whom the requirement is being procured. The Buyer may require any and all questions to be submitted through the Q & A available through Planet Bids e- procurement module utilized by OCFA or in writing. Please see the cover letter for further instructions. Bidders are encouraged to submit questions at least seven days prior to the bid due date. Only questions answered by a formal written Amendment to the Bid will be binding.
4. **AMENDMENT OF BID:** All interpretations or corrections of the bid document will be made by addenda only and issued via PlanetBids. The bidder shall acknowledge receipt of a Bid Amendment through PlanetBids. OCFA is not responsible for any oral instruction and will not acknowledge any other interpretation of the bid document.

Any changes beyond this document shall occur only when ordered in writing by the OCFA Purchasing Manager or Purchasing Agent. In absence of such written order, any such product supplied or work done shall be considered unauthorized and will not be paid.

5. **FAMILIARIZATION OF SPECIFICATION:** Before submitting a bid, each bidder shall familiarize itself with the requirements, laws, regulations and other factors affecting contract performance. The Bidder shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a bid will constitute a representation of compliance by the Bidder. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.
6. **BIDDER ACKNOWLEDGMENT:** In submitting the bid, the bidder acknowledges that he/she has thoroughly read and understands the bid document and attachments; agrees to furnish the product and/or service at the prices, quantities, and terms and conditions stated and certifies that the information contained in the submittal is true and complete to the best of the bidder's knowledge.
7. **CERTIFICATION:** By submitting an electronic bid via PlanetBids; bidder certifies:
- 7.1. The submission of the offer did not involve collusion or other anti-competitive practices.
  - 7.2. The Bidder shall not discriminate against any employee, or applicant for employment in violation of Federal or State law.
  - 7.3. 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.
  - 7.4. The Bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the Bidder to the Contract.
  - 7.5. Bidder hereby agrees that the material, equipment or services 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 to which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Bids failing to comply with this requirement will be considered non-responsive. Submittal of brochure or other manufacturer literature is desirable but shall not be an acceptable substitution for this requirement. Supplier shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this contract.
  - 7.6. The Bidder complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion. Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. By submitting this offer and signing this bid, this bidder: certifies that no suspension or debarment is in place, which would preclude the vendor from receiving a federally funded contract under the Federal OMB, A-102, Common Rule (§\_.36)
8. **BID WITHDRAWAL:** Any bid may be withdrawn up until the date and time for opening. Any bid not so withdrawn shall constitute an irrevocable offer, which may not be withdrawn prior to award by OCFA within the number of days specified in the bid documents.
9. **REQUEST FOR ADDITIONAL INFORMATION:** The OCFA reserves the right to contact bidders for the purpose of obtaining additional information and/or clarification that will assure full understanding of, and responsiveness to, solicitation requirements.



10. **RIGHT TO REJECT:** The Orange County Fire Authority reserves the right to accept or reject any or all bids, cancel in part or in its entirety this bid, waive any informality, technical defect, or clerical error in the bid document and to award to the lowest responsible bidder. Award may be made in any combination most beneficial to the agency, including no award. False, misleading, incomplete or unresponsive statements in connection with the submittal may be deemed sufficient cause for rejection. The OCFA shall be the sole judge in making such determinations. By participating in this solicitation, bidders agree to accept the decision of the Purchasing Manager or Purchasing Agent as final.
11. **PURCHASE ORDER/BLANKET ORDER:** A purchase order or blanket order resulting from this bid will include all OCFA specifications, and terms and conditions contained in this solicitation unless specifically modified by the OCFA prior to award. The OCFA terms and conditions will take precedence over other terms and conditions.
12. **SUPPLIER GUARANTY:** Supplier agrees to supply items and/or services shown, as needed by OCFA, at prices listed upon price agreement. In the event of Supplier's default, OCFA may procure from other sources and hold the original bidder liable for any resulting increased costs.
13. **TERMINATION:** OCFA may terminate any agreement immediately should bidder fail to perform in the manner required. OCFA may terminate any agreement for any reason upon giving thirty (30) days written notice. In the event of termination, the full extent of OCFA liability shall be limited to an equitable adjustment and payment for goods and/or services authorized by and received to the satisfaction of OCFA prior to termination.
14. **CORRESPONDENCE:** Any correspondence referring to the terms, prices and conditions of this price agreement must be directed to the Purchasing Section to the attention of the Buyer. Under no circumstances shall the Supplier directly contact the using department without first receiving authorization from the Purchasing Section.
15. **CONFLICT OF INTEREST:** Supplier shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interest of OCFA. This obligation shall apply to Supplier's employees, agents, relatives, sub-tier suppliers, and third parties associated with accomplishing the work hereunder. Supplier's efforts shall include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing, or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of OCFA.
16. **BUDGETARY APPROPRIATIONS:** This purchase is subject to and contingent upon applicable budgetary appropriations being made by the OCFA's governing board. If such appropriations are not forthcoming, the purchase will be terminated without penalty to the Authority.
17. **CHANGE IN OWNERSHIP:** Supplier agrees that should there be a change in ownership prior to completion of this price agreement, the new owners will be required under terms of the sale to assume this contract and complete it to the satisfaction of OCFA.
18. **SELL OR ASSIGN:** The successful Bidder shall not have the right to sell, assign, or transfer, any rights or duties under this contract without prior specific written consent of OCFA.
19. **LAWS GOVERNING CONTRACT:** All bids shall comply with current federal, state, local and other laws relative thereto. 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 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. All articles delivered under this contract must conform to the Safety Orders of the State of California, Division of Industrial Safety. Supplier shall comply with all Cal-OSHA Standards, air pollution control, water pollution, Safety and Health Ordinances and statues, which apply to the work performed or supplies provided pursuant to this contract including, but not limited to, any requirements specified in State government codes.

- 20. 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, bidder is required to complete the Party and Participant Disclosure Forms provided as an Attachment to this bid and submit as part of the bid response, if applicable. Bidder is required to submit only one copy of the completed form(s) as part of its bid submittal. This/these form(s) should be included in the original bid. The bidder 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 (if required).
- 21. INDEMNIFICATION:** Supplier shall protect and indemnify 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 bidder's violation of any existing or future State, Federal, and local laws, ordinances, regulations, orders or decrees pertaining to bidder's submittal.
- 22. NEW MATERIALS:** Unless a bid specification calls for used, refurbished or recycled materials, all items or materials bid and supplied to OCFA are to be new, unused products.
- 23. ALTERNATES/SUBSTITUTIONS:** When bidding an item believed to be equal to that specified where equals are called for, sufficient supporting data to enable OCFA to determine whether the proposed item is equal must accompany your bid. Vendors should refer to the specification pages to determine if alternate products or specifications will be considered, and to determine any pre-qualification requirements that may be applicable.
- 24. PATENT/COPYRIGHT MATERIALS:** Unless otherwise expressly provided in this price agreement, Supplier shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this price agreement.
- 25. 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. The only terms and conditions that will be applicable to the interpretation of this purchase are those issued by the Purchasing Section of the Orange County Fire Authority. No change to this agreement shall be valid, unless made in writing and signed by both parties.
- 26. EXCEPTIONS:** Exceptions to OCFA's specifications, terms or conditions taken at time of, or after bid submittal, may render the bid non-responsive and result in disqualification. Vendors wishing to request such exceptions are requested to notify the Buyer of such request no later

than seven (7) days prior to the bid due date, to allow for consideration and notification of acceptance or rejection of such request.

- 27. PAYMENT TERMS:** Subsequent to delivery and acceptance of delivery, the Supplier must submit an invoice for payment. Invoices shall be sent to: Orange County Fire Authority Attention: Accounts Payable PO Box 53008 Irvine, CA 92619-3008. Invoices shall include the Company's Federal Tax ID#, purchase order number, 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. Any "prompt payment discounts" will be taken by the OCFA, when appropriately earned, and will be included in the bid evaluation if the terms offered are for twenty (20) days or longer. 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.
- 28. AWARD:** Bid award will be made to the lowest, responsive and responsible bidder meeting specifications and whose quotation is deemed most advantageous to OCFA. Factors to be considered may include price, availability, quality of product, life cycle cost, maintenance, warranty, business standing & financial solvency, past performance, and other operational requirements of OCFA. OCFA shall be the sole judge in determining which quotation is most advantageous to the Authority.
- 29. SINGLE OR MULTIPLE AWARDS:** Unless otherwise provided within the RFB, OCFA reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to OCFA.
- 30. TAXES:** Bidders should not include any State or County sales tax on their bids. OCFA pays State sales or use tax at the Orange County rate in effect at the time of purchase, and will calculate the California Sales Tax (currently at 8.00% - Orange County rate) and include applicable sales tax on the Purchase Order(s) issued to the successful bidder(s) who are California suppliers. The OCFA will pay sales tax directly to the State of California if the bidder doesn't collect California sales tax. OCFA is exempt from Federal Excise Tax.
- 31. LOCATION AND DELIVERY:** The contractor 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 contractor's risk. The contractor 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 bidder, those incremental freight charges shall be added as a separate line item to the invoice submitted. The bidder shall authorize immediate replacement of any item that has been damaged in transit.
- 32. 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.
- 33. 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 Contractor, the Contractor shall notify 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, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

**34. OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, OCFA requires a bid in response to this solicitation to be valid and irrevocable for one hundred twenty (120) days after the bid due date and time, unless otherwise specified within the solicitation.

**35. LATE BIDS:** Late bids shall be rejected.

**36. PUBLIC RECORD:** All bids submitted in response to this invitation shall become the property of OCFA and shall become a matter of public record available for review subsequent to the contract award.

**37. INSURANCE:** Supplier shall maintain at its own expense, during the entire term of this contract the following types(s) and amounts of insurance:

- General Liability including operations, products and completed operations \$1,000,000 each occurrence for bodily injury, personal injury and property damage/\$2,000,000 aggregate
- Automobile - \$1,000,000 each accident; \$1,000,000 uninsured motorist
- Workers Compensation (required by the State of California and necessary only if the other party to the contract has employees) \$1,000,000 each accident/\$1,000,000 each employee for disease

OCFA, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the contractor including materials, parts or equipment furnished in connection with such work or operations. General liability additional insured coverage can be provided in the form of an endorsement to the contractor's insurance or as a separate owner's policy.

If OCFA approves the use of subconsultants or subcontractors for the performance of any portion of the Services, then Contractor shall be responsible for causing each approved subconsultant and subcontractor to procure and maintain insurance in the same types and amounts required for Contractor, and in full compliance with the insurance requirements set forth. Upon request of OCFA, Contractor shall deliver to OCFA all certificates of insurance and endorsements required from subcontractors and sub consultants.



**Orange County Fire Authority**

**BID JA2179 – Addendum 1**

**Bell 412EP - Installation of Flight Director System  
& 100 Hour/12 Month Inspection**

**December 14, 2016**

**Thank you to all that attended the pre-bid jobwalk meeting.**

**This addendum is issued to provide clarification and response to the questions received prior to and during the non-mandatory pre-bid jobwalk meeting of December 13, 2016.**

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**Bid Due Date remains Tuesday, December 20, 2016 at 11:00am.**

**Clarifications and responses to questions submitted during the pre-bid jobwalk:**

- 1. QUESTION:** Can OCFA provide the list of equipment that will be supplied to the awarded vendor for the Flight Director System Installation?

**RESPONSE:** The following is the list of equipment with part numbers and quantities which OCFA will supply to the awarded vendor for the installation.

DESCRIPTION	PART NUMBER	QUANTITY
Air Data Sensor	7002353-913	4
Pressure Altimeter	10635-11129	2
Mode Selector	7000605-901	4
Attitude Director Indicator	113540-MOD-B	2
Airspeed Indicator	412-075-009-105	2
Vertical Speed Indicator	212-070-239-001	2
Triple Torque Indicator	412-375-007-107	2
Horizontal Situation Indicator	NO111302-5	2
Marker Light Assembly Honeywell KA35A	066-3012-01	2
Triple Tachometer (needs repair)	412-075-010-111	1

- **Please note, no 8130-3 airworthy paperwork accompanies this equipment**

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

Thank you for your interest in doing business with OCFA.

Best Regards,

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

James Aguila  
Assistant Purchasing Agent



# ORANGE COUNTY FIRE AUTHORITY

BID JA2179 – Addendum 2

## Bell 412EP – Installation of Flight Director System & 100 Hour/12 Month Inspection

December 19, 2016

This addendum is issued to modify the original scope of work and to extend the online Q&A and bid due date as described.

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Online Q&A has been extended to Thursday, December 22, 2016 at 11:00am.

Bid Due Date has been extended to Wednesday, December 28, 2016 at 11:00am.

**Modifications:**

- 1) OCFA intends to complete the 100 Hour/ 12 Month inspection in-house. Pricing for the 100 hour/12-month inspection is still requested for informational purposes but will **NOT** be a factor in contract award.
- 2) **Section 2.4 DELIVERY/PICK-UP:** N2415A, Helicopter 2 is no longer available for pick-up and delivery and must be serviced on-site at OCFA Fire Station 41 located at the Fullerton Airport, 3900 Artesia Avenue, Fullerton, CA 90621. Helicopter 1 is still available for department coordinated delivery and pick-up as originally specified.

Please ensure that pricing offered reflects the onsite servicing of one or both aircraft when submitting your bid.

**Provide any additional information regarding onsite service fees (if applicable) below:**

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

Thank you for your interest in doing business with OCFA.

Best Regards,

A handwritten signature in black ink, appearing to read "Rothchild Ong", is written over the printed name and title.

Rothchild Ong  
Assistant Purchasing Agent



# ORANGE COUNTY FIRE AUTHORITY

## BID JA2179 – Addendum 3

### Bell 412EP – Installation of Flight Director System & 100 Hour/12 Month Inspection

**December 20, 2016**

This addendum is issued to replace and redact information provided in Addendum 2.

**Online Q&A Due Date: Thursday, December 22, 2016 at 11:00am.**

**Bid Due Date: Wednesday, December 28, 2016 at 11:00am.**

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#### **Updated Information:**

- 1) Currently, N2415A, Helicopter 2 is down without an engine and OCFA staff is performing the 100 hour/12-month annual inspection onsite at OCFA Fire Station 41 located at the Fullerton Airport, 3900 Artesia Avenue, Fullerton, CA 90621. In an effort to utilize the time the aircraft is out of service, OCFA would like to consider installation of the flight director in Helicopter 2 onsite at Fire Station 41 if this service is available. ***While installation onsite is desirable, it is not a requirement.***
- 2) An updated **SECTION 3: PRICING SHEET** is attached as part of this addendum and line items tab on the online bidding system has been updated to separate the flight director installation for each helicopter and to delete the line item for the 100 hour/ 12-month annual maintenance line.  
  
An additional line item has also been added for applicable onsite service fees if your company offers this service.
- 3) An updated **SECTION 4: QUESTIONNAIRE** is attached as part of this addendum to delete questions relating to the 100 hour/12-month service and to request additional information regarding the requested onsite service (if available).
- 4) While initially this contract was to be based on a lump sum award, due to the new circumstances of Helicopter 2 being out of service and in an effort of efficiency, OCFA reserves the right to split the award in the best interest of OCFA.

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

Thank you for your interest in doing business with OCFA.

Best Regards,

A handwritten signature in black ink, appearing to read "Rothchild Ong", is written over the typed name and title.

Rothchild Ong  
Assistant Purchasing Agent

**SECTION 3: REVISED PRICE SHEET****INSTALLATION OF FLIGHT DIRECTOR SYSTEM PER BELL SERVICE INSTRUCTION 412-SI-41**

Line Item	Description	Unit of Measure	Qty	Unit Cost	Extended Total
1	Equipment and Parts necessary to complete installation of Flight Director System on <b>helicopter 1</b> . Includes misc. hardware and consumables required to complete installation.	EA	1	\$ _____	
2	Equipment and Parts necessary to complete installation of Flight Director System on <b>helicopter 2</b> . Includes misc. hardware and consumables required to complete installation.	EA	1	\$ _____	<b>Add lines 1 &amp; 2 below:</b> \$ _____
3	Sales Tax 8%	LOT	1		\$ _____
4	Labor: fully loaded hourly rates including labor, tools, and equipment necessary to complete installation for <b>helicopter 1</b> . Enter estimated # of hours to complete installation	HOUR	_____	\$ _____	\$ _____
5	Labor: fully loaded hourly rates including labor, tools, and equipment necessary to complete installation for <b>helicopter 2</b> . Enter estimated # of hours to complete installation	HOUR	_____	\$ _____	\$ _____
6	<b>Total Project Costs for Flight Director Installation for Helicopters 1 &amp; 2 (excluding onsite service charge and pickup)</b>				<b>Add lines 2 – 5 below:</b> \$ _____



	Can your company provide onsite installation of the flight director? If yes, please provide the pricing below.				
7	<b>Additional On-site service charge</b> (if offered) for <b>Helicopter 2</b> . Includes all related charges and fees associated with onsite service.	EACH	1	\$ _____	
Please include pricing below if you are outside of 150 miles from Fullerton Airport and there is a charge for pickup and delivery					
8	Round Trip Pick up & Delivery charge if outside of 150 miles of Fullerton Airport <b>Helicopter 1 &amp; 2</b> if onsite not provided	EACH	2	\$ _____	\$ _____
9	Total Project Cost for Flight Director Installation for Helicopters 1 & 2 including any additional costs				\$ _____

**The Orange County Fire Authority reserves the right to split the contract award or to award the total contract to one bidder. OCFA further reserves the right to waive any irregularities in any bid and to select the offer(s) that best meet(s) the Authority's needs.**

## SECTION 4: REVISED QUESTIONNAIRE

Is your facility FAA certified? Please attach proof of certification.

Is your facility approved and authorized by Bell Helicopter to perform the equipment installations described in the scope of work? Please attach proof of authorization.

If no, please provide evidence that your facility possesses all special tooling necessary to complete requested installation, inspection, and servicing.

How many miles away is your facility located from the Fullerton Airport? Provide address.

Can your company provide onsite installation of the flight director? If yes, is there a price difference? Please provide details of the additional cost below (if applicable).

What is the estimated # of days to complete the flight director installation for Helicopter 2? When can service begin?

What is the estimated # of days to complete the flight director installation for Helicopter 1 and when can the work begin?

Provide all warranty information.



**Orange County Fire Authority**

**BID JA2179 – Addendum 4**

**Bell 412EP - Installation of Flight Director System  
& 100 Hour/12 Month Inspection**

**December 22, 2016**

**This addendum is issued to provide clarification and response to the questions submitted via PlanetBids prior to the Q&A deadline.**

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**Bid Due Date is Wednesday, December 28, 2016 at 11:00am.**

1. **QUESTION:** Under 2.3 Scope of Work - Item 2.3.3 - Do you require the bidders to include the cost of the NVG Modifications being performed by Aerodynamix? Or will OCFA issue a separate award to Aerodynamix?

**RESPONSE:** Bidders are required to include the cost of NVG Modifications with their proposal. Aerodynamix owns our cockpit, so they must be included for the NVG requirement and the modification to our appendix in the supplemental type certificate.

2. **QUESTION:** Regarding Bid JA2179 - Addendum 1 - OCFA supplied equipment - The Air data sensor and mode selector are the only components listed on the Service Instruction as a new install. Are the other components a new install or replacements for existing components?

**RESPONSE:** The copilot gauges would be considered a new install, however, the wiring is already in the aircraft. The copilot instrument panel will need to be replaced and freshly cut to standard per the service instruction.

3. **QUESTION:** Since the OCFA supplied equipment will not come with an 8130-3, what type of serviceability documentation will be provided?

**RESPONSE:** No serviceability documentation is available to provide. For warranty purposes, it is suggested that the awarded vendor send the gauges in for test and repair as required. The condition of these gauges is unknown.

4. **QUESTION:** Is the Registration Number and Serial Number of Helicopter 1 - N141FA SN 36484?

**RESPONSE:** Yes, that is correct

5. **QUESTION:** Is the Registration Number and Serial Number of Helicopter 2 - N241FA SN 36487?

**RESPONSE:** Yes, that is correct

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

Thank you for your interest in doing business with OCFA.

Best Regards,

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

James Aguila  
Assistant Purchasing Agent

Bell 412EP - Installation of Flight Director System &amp; 100 Hour/12 Month Inspection (JA2179), bidding on December 28, 2016

Printed 01/03/2017

**Bid Results****Bidder Details**

**Vendor Name** Rotorcraft Support, Inc.  
**Address** 16425 Hart Street  
 Van Nuys, CA 91406  
 United States

**Respondee** Teri Neville  
**Respondee Title** Vice President  
**Phone** 818-997-7667 Ext. 234  
**Email** teri@rotorcraftsupport.com  
**Vendor Type**

**Bid Detail**

**Bid Format** Electronic  
**Submitted** December 27, 2016 10:37:06 AM (Pacific)  
**Delivery Method**  
**Bid Responsive**  
**Bid Status** Submitted  
**Confirmation #** 94838  
**Ranking** 0

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

File Title	File Name	File Type
Required Forms	JA2129 - RSI Bid Response Forms.pdf	Bid Required Response Forms (Section 3 - 5 & Attachments A - C)
FAA Cert-Bell Cert-Warranty Policy	RSI Supporting Documentation JA2179.pdf	General Attachment

**Line Items**

Discount Terms no discount							
Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
<b>FLIGHT DIRECTOR INSTALLATION</b>							
1	INSTALLATION OF FLIGHT DIRECTOR SYSTEM ON OCFA BELL 412EP HELICOPTER 1. AMOUNT TO COMPLETE INSTALLATION OF FLIGHT DIRECTOR SYSTEM AS DESCRIBED IN THE SCOPE OF WORK. AMOUNT TRANSFERRED FROM LINE ITEM 1 OF THE PRICE SHEET						
		EA	1	\$84,617.5000	\$84,617.5000	\$84,617.5000	
2	INSTALLATION OF FLIGHT DIRECTOR SYSTEM ON OCFA BELL 412EP HELICOPTER 2. AMOUNT TO COMPLETE INSTALLATION OF FLIGHT DIRECTOR SYSTEM AS DESCRIBED IN THE SCOPE OF WORK. AMOUNT TRANSFERRED FROM LINE ITEM 2 OF THE PRICE SHEET						
		EA	1	\$84,617.5000	\$84,617.5000	\$84,617.5000	
				<b>Subtotal</b>	<b>\$169,235.0000</b>	<b>\$169,235.0000</b>	
<b>ADDITIONAL COST INFORMATION</b>							
3	ADDITIONAL ON-SITE SERVICE CHARGE (IF OFFERED). AMOUNT TRANSFERRED FROM LINE ITEM 7 OF THE PRICE SHEET						
		EA	1	0	0	0	Work to be done at Contractor site

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
4	ROUND TRIP PICK-UP AND DELIVERY CHARGE (IF APPLICABLE) AMOUNT TRANSFERRED FROM LINE ITEM 8 OF THE PRICE SHEET						
		EA	2	0	0	0	N/A
				Subtotal	0	0	
				Total	\$169,235.0000	\$169,235.0000	



## **ORANGE COUNTY FIRE AUTHORITY**

### **Invitation for Bid**

## **Bell 412EP – Installation of Flight Director Gauges/Components and 100HR/12 Month Inspection**

**Date:** December 7, 2016

**IFB Number:** JA2179

### **BID REQUIRED RESPONSE FORMS**

- Section 3 – Price Sheet
- Section 4 – Questionnaire
- Section 5 – References
- Attachment A – Bid Required Response Form
- Attachment B – New Vendor Form & W9
- Attachment C – Party Participant and Agent Disclosure Forms

**SECTION 3: REVISED PRICE SHEET****INSTALLATION OF FLIGHT DIRECTOR SYSTEM PER BELL SERVICE INSTRUCTION 412-SI-41**

Line Item	Description	Unit of Measure	Qty	Unit Cost	Extended Total
1	Equipment and Parts necessary to complete installation of Flight Director System on <b>helicopter 1</b> . Includes misc. hardware and consumables required to complete installation.	EA	1	\$ <u>68,117.50</u>	
2	Equipment and Parts necessary to complete installation of Flight Director System on <b>helicopter 2</b> . Includes misc. hardware and consumables required to complete installation.	EA	1	\$ <u>68,117.50</u>	<b>Add lines 1 &amp; 2 below:</b> \$ <u>136,235.00</u>
3	Sales Tax 8%	LOT	1		\$ <u>10,898.80</u>
4	Labor: fully loaded hourly rates including labor, tools, and equipment necessary to complete installation for <b>helicopter 1</b> . Enter estimated # of hours to complete installation	HOUR	<u>150</u>	\$ <u>110.00</u>	\$ <u>16,500.00</u>
5	Labor: fully loaded hourly rates including labor, tools, and equipment necessary to complete installation for <b>helicopter 2</b> . Enter estimated # of hours to complete installation	HOUR	<u>150</u>	\$ <u>110.00</u>	\$ <u>16,500.00</u>
6	<b>Total Project Costs for Flight Director Installation for Helicopters 1 &amp; 2 (excluding onsite service charge and pickup)</b>				<b>Add lines 2 – 5 below:</b> \$ <u>180,133.80</u>

	Can your company provide onsite installation of the flight director? If yes, please provide the pricing below.				
7	<b>Additional On-site service charge</b> (if offered) for <b>Helicopter 2</b> . Includes all related charges and fees associated with onsite service.	EACH	1	Work to be performed at \$ <u>contractor</u> facility	
	Please include pricing below if you are outside of 150 miles from Fullerton Airport and there is a charge for pickup and delivery				
8	Round Trip Pick up & Delivery charge if outside of 150 miles of Fullerton Airport <b>Helicopter 1 &amp; 2</b> if onsite not provided	EACH	2	\$ <u>N/A</u>	\$ <u>N/A</u>
9	Total Project Cost for Flight Director Installation for Helicopters 1 & 2 including any additional costs				\$ <u>180,133.80</u>

**The Orange County Fire Authority reserves the right to split the contract award or to award the total contract to one bidder. OCFA further reserves the right to waive any irregularities in any bid and to select the offer(s) that best meet(s) the Authority's needs.**



## SECTION 4: REVISED QUESTIONNAIRE

Is your facility FAA certified? Please attach proof of certification.

Yes. Attached.

Is your facility approved and authorized by Bell Helicopter to perform the equipment installations described in the scope of work? Please attach proof of authorization.

Yes. Proof attached.

If no, please provide evidence that your facility possesses all special tooling necessary to complete requested installation, inspection, and servicing.

N/A

How many miles away is your facility located from the Fullerton Airport? Provide address.

70 miles

Can your company provide onsite installation of the flight director? If yes, is there a price difference? Please provide details of the additional cost below (if applicable).

No. Work to be performed at RSI facility in Van Nuys, CA.

What is the estimated # of days to complete the flight director installation for Helicopter 2? When can service begin?

25-30 days. It can begin as soon as parts and aircraft arrive at RSI facility.

RSI can coordinate with OCFA personnel for optimal start.

What is the estimated # of days to complete the flight director installation for Helicopter 1 and when can the work begin?

25-30 days. It can begin as soon as parts and aircraft arrive at RSI facility.

RSI can coordinate with OCFA personnel for optimal start.

Provide all warranty information.

Attached

**SECTION 5: REFERENCES**

Provide at least three references, preferably California agencies, for whom similar projects were completed by your company. OCFA reserves the right to contact each of the references listed for additional information regarding their experience with your company.

<b>Customer Agency Name</b>	Los Angeles County Fire Dept.
<b>Contact</b>	Dennis Blumenthal
<b>Title</b>	Captain
<b>Phone Number</b>	(818)890-5777
<b>Email</b>	dennis.blumenthal@fire.lacounty.gov
<b>Description of Project</b>	Helicopter maintenance, spares, repairs, overhauls, exchanges, avionics, structures & completions
<b>Project Completion Date</b>	Ongoing since 2003
<b>Project Amount</b>	Approximately \$200,000 annually

<b>Customer Agency Name</b>	Orange County Sheriff's Dept.
<b>Contact</b>	William Fitzgerald
<b>Title</b>	Sargeant
<b>Phone Number</b>	(714)330-6214
<b>Email</b>	WFitzgerald@ocsd.org
<b>Description of Project</b>	Helicopter maintenance, inspections, spares, avionics, repairs, and exchanges
<b>Project Completion Date</b>	Ongoing since 2010
<b>Project Amount</b>	Approximately \$150,000 annually

<b>Customer Agency Name</b>	Ventura County Sheriff's Dept.
<b>Contact</b>	Jon Mason
<b>Title</b>	Maintenance Officer
<b>Phone Number</b>	(805)388-4212
<b>Email</b>	jon.mason@ventura.org
<b>Description of Project</b>	Helicopter maintenance, inspections, spares, avionics, repairs, and exchanges
<b>Project Completion Date</b>	Ongoing since 2003
<b>Project Amount</b>	Approximately \$200,000 annually



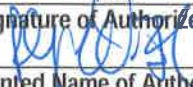
## ORANGE COUNTY FIRE AUTHORITY

### Attachment A - Bid Required Response Form

COMPANY INFORMATION			
COMPANY NAME:	Rotorcraft Support, Inc.		
BUSINESS ADDRESS:	16425 Hart Street, Van Nuys, CA 91406		
TELEPHONE:	(818)997-7667	FAX:	(818)997-1513
VENDOR CONTACT NAME:	Jeffrey Teubner		
TITLE:	VP Quality & Tech Ops		
CONTACT PHONE #:	(818)997-7667		
VENDOR CONTACT EMAIL:	jeffrey@rotorcraftsupport.com		
BID SPECIFIC INFORMATION			
1. State company Payment Terms (OCFA Standard payment terms net 30 days)	Net 30 days		
2. <b>Discounts:</b> Payment discounts of 20 or more days will be considered in award of bid. Discount for payment of invoice within 20 days of receipt is:	0 %	(OCFA will not take discounts that are not earned.)	
3. Is your pricing based on a Government or Co-Operative contract? YES _____ NO <u>X</u> . If so, which agency and contract is the pricing based on?			
4. <b>"PIGGYBACK" CLAUSE.</b> Offeror shall indicate if they will extend the same prices, terms, and conditions of the proposal to other public agencies: YES <u>X</u> NO _____. Offeror's response to this question will not be considered in award of contract. When the Offeror extends the prices, terms, and conditions of this proposal to other public agencies, the contract shall be between Offeror and the other agencies, and the Orange County Fire Authority shall bear no responsibility or liability for the contracts.			
INDEPENDENT PRICE DETERMINATION			
<p>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 or fraud. Authorized signature below certifies that no arrangements or agreements have been entered into with any Orange County Fire Authority public officer. Authorized signature below acknowledges understanding that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. Authorized signature below indicates agreement to abide by all conditions of this bid and certifies that individual signing is authorized to sign this bid for the Bidder/Supplier.</p>			
BIDDER'S ACKNOWLEDGEMENT OF UNDERSTANDING OF THE TERMS AND CONDITIONS			
<p>Authorized signature below verifies that Bidder has read, understands, and agrees to the conditions contained herein and in all of the attachments and agenda(s).</p>			

**REPRESENTATIONS MADE UNDER PENALTY OF PERJURY**

The representations herein are made under penalty of perjury. We hereby offer to sell OCFA the requested item(s) at the prices submitted on-line and under the terms and conditions herein, attached, or incorporated by reference.

<b>Bidder Name (Person, Firm, Corp.):</b> Rotorcraft Support, Inc.	<b>Signature of Authorized Representative:</b> 
<b>Address:</b> 16425 Hart Street	<b>Printed Name of Authorized Representative:</b> Phillip G. DiFiore
<b>City, State, Zip Code:</b> Van Nuys, CA 91406	<b>Title of Authorized Representative:</b> President
<b>Telephone Number:</b> (818)997-7667	<b>Facsimile:</b> (818)997-1513

## ATTACHMENT B - NEW VENDOR FORM & W9



### ORANGE COUNTY FIRE AUTHORITY

#### Purchasing Division

1 Fire Authority Road, Irvine, CA 92602

**FAX: 714-368-8845 PHONE: 714-573-6640**

#### REQUEST FOR NEW VENDOR INFORMATION

Please complete this form and upload as an attachment to your bid submission on PlanetBids, so that we may establish a Vendor Account in our Financial System, thereby permitting us to complete Purchase Orders and authorize payments as they may become due.

#### COMPANY NAME

COMPANY'S LEGAL NAME: **Rotorcraft Support, Inc.**

DOING BUSINESS AS (DBA), If any:

#### ORDERING ADDRESS

STREET and/or PO BOX #: **16425 Hart Street**

CITY: **Van Nuys**

STATE / ZIP CODE: **CA, 91406**

#### REMITTANCE ADDRESS

COMPANY REMIT NAME: **Same**

STREET and/or PO BOX #:

CITY:

STATE / ZIP CODE:

#### CONTACT INFORMATION

VENDOR CONTACT NAME: **Jeffrey Teubner**

VENDOR CONTACT PHONE: **(818)997-7667**

VENDOR'S FAX #: **(818)997-1513**

VENDOR CONTACT EMAIL: **jeffrey@rotorcraftsupport.com**

#### PAYEE TAX INFORMATION

**In order to establish your account, you must complete the Federal W-9 form found on the following page, and return to the requestor.**

Form

**W-9**  
(Rev. August 2013)  
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.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Rotorcraft Support, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor☒ C Corporation☐ S Corporation☐ Partnership☐ Trust/estate☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶☐ Other (see instructions) ▶

Exemptions (see instructions):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting  
code (if any) \_\_\_\_\_

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

16425 Hart Street

City, state, and ZIP code

Van Nuys, CA 91406

Requester's name and address (optional)

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

Employer identification number

9	5	-	4	0	1	7	8	8	8
---	---	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign  
Here**

Signature of  
U.S. person ▶

Date ▶ 12/19/2016

## General Instructions

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

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

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

---

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

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

**ORANGE COUNTY FIRE AUTHORITY  
BOARD OF DIRECTORS**

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

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

## PARTY DISCLOSURE

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

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

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

## IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

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



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

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

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

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

**PARTY DISCLOSURE FORM**Party's Name: Rotorcraft Support, Inc.Party's Address: 16425 Hart Street  
Van Nuys, CA 91406Party's Telephone: (818)997-7667Solicitation Title and Number: JA2179

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: 12/19/2016  
Signature of Party and/or Agent***To be completed only if campaign contributions have been made in the preceding twelve (12) months. Attach additional copies if needed.***

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

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

**PARTICIPANT (AGENT) DISCLOSURE**

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

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

**IMPORTANT NOTICE**

Basic Provisions of Government Code Section 84308

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

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

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

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

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

AND

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

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

**PARTICIPANT DISCLOSURE FORM**

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

Prime's Firm Name: \_\_\_\_\_

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

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

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

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

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

**Signature of Party and/or Agent**

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

**Name of Member:** \_\_\_\_\_

**Name of Contributor (if other than Party):** \_\_\_\_\_

**Date(s):** \_\_\_\_\_

**Amount(s):** \_\_\_\_\_

**Name of Member:** \_\_\_\_\_

**Name of Contributor (if other than Party):** \_\_\_\_\_

**Date(s):** \_\_\_\_\_

**Amount(s):** \_\_\_\_\_

**Name of Member:** \_\_\_\_\_

**Name of Contributor (if other than Party):** \_\_\_\_\_

**Date(s):** \_\_\_\_\_

**Amount(s):** \_\_\_\_\_

UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION

# Air Agency Certificate

*Number* YT2R331L

*This certificate is issued to*  
**ROTORCRAFT SUPPORT, INC.**  
*whose business address is*

**16425 Hart Street  
Van Nuys, California 91406**

*upon finding that its organization complies in all respects  
with the requirements of the Federal Aviation Regulations  
relating to the establishment of an Air Agency, and is  
empowered to operate an approved* **Repair Station**

*with the following ratings:*

**Limited Airframe  
Limited Powerplant  
Limited Specialized Service (09-01-93)  
Limited Instrument (06-25-01)  
Limited Radio (06-25-01)  
Limited Accessory (06-03-03)**

*This certificate, unless canceled, suspended, or revoked,  
shall continue in effect* **indefinitely.**

*Date issued:*

**April 18, 1986**

**Reissued: June 3, 2003**

*By direction of the Administrator*

*for* **ROBYN L. MILLER, Manager**

**Van Nuys FSDO, Western-Pacific Region**

**This Certificate is not Transferable, AND ANY MAJOR CHANGE IN THE BASIC FACILITIES, OR IN THE LOCATION THEREOF,  
SHALL BE IMMEDIATELY REPORTED TO THE APPROPRIATE REGIONAL OFFICE OF THE FEDERAL AVIATION ADMINISTRATION**

*Any alteration of this certificate is punishable by a fine of not exceeding \$1,000, or imprisonment not exceeding 3 years, or both*

Table of Contents

Part A

	HQ CONTROL DATE	EFFECTIVE DATE	AMENDMENT NUMBER
001 Issuance and Applicability	01/31/2012	06/05/2013	6
002 Definitions and Abbreviations	01/12/2012	06/05/2013	5
003 Ratings and Limitations	01/30/2004	06/05/2013	20
004 Summary of Special Authorizations and Limitations	09/23/1998	12/07/2004	2
007 Designated Persons	12/19/2006	01/18/2007	3
449 Antidrug and Alcohol Misuse Prevention Program	07/17/2009	02/02/2011	3

**A001 . Issuance and Applicability**

**HQ Control: 01/31/2012**

**HQ Revision: 05d**

a. These operations specifications are issued to ROTORCRAFT SUPPORT INC, a The repair station certificate holder shall conduct operations in accordance with 14 CFR Part 145 and these operations specifications.

The certificate holder's address:

Fixed Location:  
16425 Hart Street  
Van Nuys, California 91406

b. The holder of these operations specifications is the holder of certificate number YT2R331L and shall hereafter be referred to as the "certificate holder".

c. These operations specifications are issued as part of this repair station certificate and are in effect as of the date approval is effective. This certificate and these operations specifications shall remain in effect until the certificate for a repair station that is located in the United States is surrendered, suspended, or revoked.

d. The repair station specified on these operations specifications and located within the United States performs maintenance and/or an alteration of aircraft and/or aeronautical products to be installed on aircraft under the terms and conditions of the U.S./EC Safety Agreement, Annex 2, Maintenance, between the FAA and the EC.

e. The certificate holder is authorized to use only the business name which appears on the certificate to conduct the operations described in subparagraph a.

Delegated authorities: None



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U.S. Department  
of Transportation  
Federal Aviation  
Administration

Operations Specifications

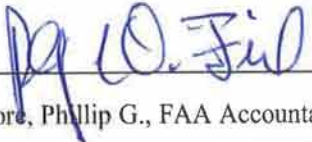
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1. Issued by the Federal Aviation Administration.
2. These Operations Specifications are approved by direction of the Administrator.



Digitally signed by Danny F Tisher, Principal Maintenance Inspector (WP01)  
[1] EFFECTIVE DATE: 6/5/2013, [2] AMENDMENT #: 6  
DATE: 2013.06.05 13:01:54 -05:00

3. I hereby accept and receive the Operations Specifications in this paragraph.

      6/5/2013  
Difiore, Phillip G., FAA Accountable Manager, 145      Date

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**A002 . Definitions and Abbreviations**


**HQ Control: 01/12/2012**

**HQ Revision: 05b**

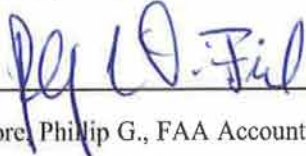
Unless otherwise defined in these operations specifications, all words, phrases, definitions, and abbreviations have identical meanings to those used in 14 CFR and 49 U.S.C., as cited in Public Law 103-272, as amended. Additionally, the definitions listed below are applicable to operations conducted in accordance with these operations specifications.

<b>BASA</b>	The Bilateral Aviation Safety Agreement (BASA) is an executive agreement concluded between the United States and a foreign country for the purpose of promoting aviation safety; also known as an Agreement for the Promotion of Aviation Safety.
<b>Certificate Holder</b>	In these operations specifications, the term "certificate holder" means the holder of the repair station certificate described in these operations specifications in Part A paragraph A001 and any of its officers, employees, or agents used in the conduct of operations under this certificate.
<b>CFR</b>	Code of Federal Regulations
<b>Class rating</b>	As used with respect to the certification, ratings, privileges, and limitation of aircraft within a category having similar operating characteristics.
<b>EASA</b>	European Aviation Safety Agency
<b>EASA Accountable Manager</b>	The manager who has corporate authority for ensuring that all maintenance required by the customer can be financed and carried out to the standard required by the EASA full-member Authority.
<b>Exemption</b>	An authorization that permits an alternate means of compliance with a specific CFR. The exemption must meet the procedural requirements of 14 CFR Part 11.
<b>FAA Accountable Manager</b>	A person designated by the certificated repair station who is responsible for and has authority over all repair station operations that are conducted under 14 CFR Part 145, including ensuring that the repair station's personnel follow the regulations and serving as the primary contact with the FAA.
<b>Geographic Authorization</b>	An approval provided to a repair station located outside the United States to perform maintenance support under contract for a U.S. air carrier (or an operator of U.S.- registered aircraft under 14 CFR Part 129) at a location other than the repair station facility. A geographic authorization is issued by the FAA to respond to a U.S. air carrier's or Part 129 foreign operator's need for maintenance at a station where the frequency and scope of that maintenance does not

	warrant permanently staffing and equipping the station for its accomplishment.
<b>Limited Rating</b>	A rating issued to repair stations for the performance of maintenance on particular makes and models of airframes, powerplants, propellers, radios, instruments, accessories, and/or parts.
<b>Limited Ratings - Specialized Services</b>	Rating issued for a special maintenance function when the function is performed in accordance with a specification approved by the Administrator.
<b>Line Maintenance</b>	Any unscheduled maintenance resulting from unforeseen events, or scheduled checks where certain servicing and/or inspections do not require specialized training, equipment, or facilities.
<b>MAG</b>	The Maintenance Annex Guidance (MAG) defines the process that the FAA and EASA undertake in the inspection, findings of compliance certification, and monitoring of repair stations, as well as their joint cooperation in quality assurance and standardization activities in support of the Agreement, Annex 2, Maintenance.
<b>Maintenance</b>	The inspection, overhaul, repair, preservation, and replacement of parts, but excludes preventive maintenance.
<b>U.S./EC Aviation Safety Agreement, Annex 2, Maintenance</b>	Annex 2 covers the reciprocal acceptance of findings of compliance, approvals, documentation and technical assistance regarding approvals and the monitoring of repair stations/maintenance organizations.
<b>MIP</b>	Maintenance Implementation Procedures (MIP) are procedures for implementing the provisions of a BASA that apply to maintenance.
<b>MOE</b>	A maintenance organization exposition (MOE) pertains to EASA member countries that use an MOE in place of a Repair Station Manual (RSM) and a Quality Control Manual (QCM).
<b>Preventive Maintenance</b>	As defined in 14 CFR part 1 and part 43 appendix A, subparagraph (c).
<b>QCM</b>	Quality Control Manual
<b>Repair Station located in the United States</b>	A certificated repair station located in the United States.
<b>Repair Station located outside the United States</b>	A certificated repair station located outside of the United States.
<b>RSM</b>	Repair Station Manual

1. Issued by the Federal Aviation Administration.
  2. These Operations Specifications are approved by direction of the Administrator.
-  Digitally signed by Danny F Tisher, Principal Maintenance Inspector (WP01)  
[1] EFFECTIVE DATE: 6/5/2013, [2] AMENDMENT #: 5  
DATE: 2013.06.05 13:01:57 -05:00

3. I hereby accept and receive the Operations Specifications in this paragraph.

 6/5/2013  
Difiore, Phillip G., FAA Accountable Manager, 145 Date

**A003 . Ratings and Limitations**

**HQ Control: 01/30/2004**

**HQ Revision: 010**

The Certificate Holder is authorized the following Ratings and/or Limitations:

**Class Ratings**

None

**Limited Ratings**

<b><u>Rating</u></b>	<b><u>Manufacturer</u></b>	<b><u>Make/Model</u></b>	<b><u>Limitations</u></b>
Airframe	Bell	Models 47, 204, 205, 206, 212, 222, 407, 412, 427, 429 and 430 Series.	Perform Maintenance, Inspection, Alterations, Component Overhaul, and Repairs on aircraft in accordance with Manufacturer's Maintenance Manual, Manufacturer's Instructions, and/or FAA Approved Data.
		OH-58 Series and UH-1H Series that are type certificated.	Perform Maintenance, Inspection, Alterations, Component Overhaul, and Repairs on aircraft in accordance with Manufacturer's Maintenance Manual, Manufacturer's Instructions, and/or FAA Approved Data.
	Bell	206 Series fuselage and tailboom structural repairs. 205 A1, 212, 412, and UH-1H, UH-1N tailboom structural repairs.	All repairs in accordance with Manufacturer's Structural Repair Manual, Manufacturer's Instructions, and /or FAA Approved Data.
	Schweizer/Sikorsky	Models 269A/B, D, 300C/CB.	Perform Maintenance, Inspection, Alterations, Component Overhaul, and Repairs on aircraft in accordance with Manufacturer's Maintenance Manual, and/or FAA Approved Data.
	MD Helicopters	Models 369 C/D/E/FF/500 & 600N, 900.	Perform Maintenance, Inspection, Alterations, Component Overhaul, and Repairs on aircraft in accordance with Manufacturer's Maintenance Manual, and/or FAA Approved Data.
	Aerospatiale/Eurocopters	Models AS 350 and AS 355 Series.	Perform Maintenance, Inspection, Alterations, and Repairs on aircraft in accordance with Manufacturer's Maintenance Manual, and/or FAA Approved Data.
	Eurocopters	BO-105, EC120, EC130 and EC135 Series	Perform Maintenance, Inspection, Alterations, and Repairs on aircraft in accordance with Manufacturer's Maintenance Manual, and/or FAA

Operations Specifications

<u>Rating</u>	<u>Manufacturer</u>	<u>Make/Model</u>	<u>Limitations</u>
	Agusta	Model A109, A119 Series.	Approved Data. Perform Maintenance, Inspection, Alterations, and Repairs on aircraft in accordance with Manufacturer's Maintenance Manual, and/or FAA Approved Data.
	Robinson	Model R22, R44, R66	Perform Maintenance, Inspection, Alterations, and Repairs on aircraft in accordance with Manufacturer's Maintenance Manual, and/or FAA Approved Data.
	Sikorsky	Model S-76 Series.	Perform Maintenance, Inspection, Alterations, and Repairs on aircraft in accordance with Manufacturer's Maintenance Manual, and/or FAA Approved Data.
	Enstrom	Model 480B, F28F and 280FX Series	Perform Maintenance, Inspection, Alterations, and Repairs on aircraft in accordance with Manufacturer's Maintenance Manual, and/or FAA Approved Data.
PowerPlant	Lycoming	Models IO-360, VO-435, VO-540, O-540, IO-540, O-320, T5311, T5313, and LTS 101 Series	Powerplant repairs limited to removal and installation of engine cylinder assemblies and/or accessories.
	Turbomeca	Arriel Series and Arrius Series	Perform routine maintenance, remove & replace components, and make adjustments per factory maintenance manuals.
	Rolls Royce	Models RR300, 250 and T63 Series	Perform routine maintenance, remove & replace components, and make adjustments per factory maintenance manuals.
	Pratt & Whitney	PT6T-3/3BE, PT6B Series, and PW 200 Series	
Instruments - Altimetry and Pitot/Static Systems	All Makes and Models	All Makes and Models	Limited to the removal, replacement, test, and inspection of altimeters, static systems, (excluding RVSM), pitot systems, automatic altitude reporting system equipment, and transponders (Mode S & ATCRBS) in accordance with Appendices E and F of Title 14 Code Of Federal Regulations (14 CFR), Part 43.
Instruments (installation)	From the accepted Capabily List, as amended	From the accepted Capabily List, as amended	Limited to the removal, replacement, installation, and in-aircraft testing of certificated various components and their related systems components (VG,

Operations Specifications

<u>Rating</u>	<u>Manufacturer</u>	<u>Make/Model</u>	<u>Limitations</u>
			DG, Attitude Indicator, HSI, ADI, RMI, Moving Map, Compass Systems, and Attitude Systems, Including the installation of Flight Director, and Autopilot Systems/equipment.
Radio (Installation)	From the accepted Capability List, as amended	From the accepted Capability List, as amended	Limited to the removal, replacement, installation, and in-aircraft testing of certificated components of HF/VHF/UHF Communication, Navigation, Thunderstorm Detection, Weather Rader, Traffic Advisory, and Class B TAWS Systems. As well as test and inspect for compliance with Title 14 Code of Federal Regulations Part 91.171, and 91.207.
Accessory - Electronic/Electrical Installation	From the accepted Capability List, as amended	From the accepted Capability List, as amended	Limited to the removal, replacement, installation, and in-aircraft testing of various accessories (in-flight entertainment, inverters, voltage converters, cabin display, telecommunication), and various non-essential electronic/electrical cabin systems.
Battery	Concorde	Concorde lead acid batteries all models	Limited to capacity check  All work on the above listed components, equipment, and/or systems will be performed in accordance with the pertinent manufacturers' specifications, as ammended, and/or other FAA approved data.

Limited Ratings - Specialized Services

<u>Rating</u>	<u>Specifications</u>	<u>Limitations</u>
Non-Destructive Inspection and Test		
Magnetic Inspection	ASTM E 1444, MIL-STD-1949	All work listed on components, equipment, and/or systems will be performed in accordance with the pertinent manufacturers' specifications, as ammended, and/or other FAA approved data.
Penetrant	MIL-STD-6866, ASTM E 1417	All work listed on components, equipment, and/or systems will be performed in accordance with the pertinent manufacturers' specifications, as ammended, and/or other FAA approved data.
Eddy Current	ASTM E 1004	All work listed on components, equipment, and/or systems will be performed in accordance with the pertinent



<u>Rating</u>	<u>Specifications</u>	<u>Limitations</u>
Radiographic	Agusta SB109-111 and ASTM E 1742	manufacturers' specifications, as ammended, and/or other FAA approved data. All work listed on components, equipment, and/or systems will be performed in accordance with the pertinent manufacturers' specifications, as ammended, and/or other FAA approved data.
Ultrasonic Inspection	ASTM-E-317, AMS-2632, MIL-STD-410, ASTM-E- 587	All work listed on components, equipment, and/or systems will be performed in accordance with the pertinent manufacturers' specifications, as ammended, and/or other FAA approved data.

1. Issued by the Federal Aviation Administration.
2. These Operations Specifications are approved by direction of the Administrator.



Digitally signed by Danny F Tisher, Principal Maintenance Inspector (WP01)  
[1] EFFECTIVE DATE: 6/5/2013, [2] AMENDMENT #: 20  
DATE: 2013.06.05 12:57:21 -05:00

3. I hereby accept and receive the Operations Specifications in this paragraph.

Philip G. Difiore 6/5/2013  
Difiore, Phillip G., FAA Accountable Manager, 145 Date



**A449 . Antidrug and Alcohol Misuse Prevention Program**

**HQ Control: 07/17/2009**

**HQ Revision: 00a**

- a. The Part 145 repair station certificate holder has elected to implement an Antidrug and Alcohol Misuse Prevention Program, because the certificate holder performs safety-sensitive functions for a 14 CFR Part 121, and 135 certificate holder and/or for a 14 CFR Part 91 operator conducting operations under Section 91.147.
- b. The certificate holder certifies that it will comply with the requirements of 14 CFR Part 120 and 49 CFR Part 40 for its Antidrug and Alcohol Misuse Prevention Program.
- c. Antidrug and Alcohol Misuse Prevention Program records are maintained and available for inspection by the FAA's Drug Abatement Compliance and Enforcement Inspectors at the location listed in Table 1 below:

**Table 1**

<b>Location &amp; Telephone of Antidrug and Alcohol Misuse Prevention Program Records:</b>	
<b>Telephone Number:</b>	A1 (818)997-7667
<b>Address:</b>	16425 Hart Street
<b>Address:</b>	
<b>City:</b>	Van Nuys
<b>State:</b>	CA
<b>Zip code:</b>	91406

d. Limitations and Provisions.

- (1) Antidrug and Alcohol Misuse Prevention Program inspections and enforcement activity will be conducted by the Drug Abatement Division. Questions regarding these programs should be directed to the Drug Abatement Division.
- (2) The certificate holder is responsible for updating this operations specification when any of the following changes occur:
  - (a) Location or phone number where the Antidrug and Alcohol Misuse Prevention Program Records are kept.
  - (b) If the certificate holder's number of safety-sensitive employees goes to 50 and above, or falls below 50 safety-sensitive employees.
- (3) The certificate holder with 50 or more employees performing a safety-sensitive function on January 1 of the calendar year must submit an annual report to the Drug Abatement Division of the FAA.
- (4) The certificate holder with fewer than 50 employees performing a safety-sensitive function on January 1 of any calendar year must submit an annual report upon request of the Administrator, as specified in the regulations.

The certificate holder has fewer than 50 safety-sensitive employees.

1. Issued by the Federal Aviation Administration .
2. Support information reference:
3. These Operations Specifications are approved by direction of the Administrator.



2011.02.02 15:21:45 Central Standard Time  
Location: WebOPSS  
Digitally signed by Danny F Tisher,  
Principal Maintenance Inspector (WP01)

4. Date Approval is effective: 02/02/2011 Amendment Number: 3
5. I hereby accept and receive the Operations Specifications in this paragraph.

Difiore, Phillip G., FAA Accountable Manager, 145

A handwritten signature in blue ink, appearing to read "P. Difiore".

Date: 02/02/2011



**Authorized  
Customer Service Facility**

**Rotorcraft Support, Inc.  
Van Nuys, California**

Has satisfactorily met all specified requirements to qualify as a Bell Helicopter  
Approved Independent Customer Service Facility for the following Bell helicopters:

**Listed Products**

Field Maintenance:	205 / 206A,B / 206L / 212 / 222 / 407 / 412 / 429 / OH-58A,C / UH-1H
Component Overhaul:	205 / 206A,B / 206L / 212 / 407 / 412 / OH-58A,C / UH-1H
Fuselage Repair Fixture:	206A,B / 206L
Tailboom Repair Fixture:	205 / 206A,B / 206L / 212 / 412 / UH-1H

**Glenn Isbell Jr.**  
*Senior Vice President  
Customer Support and Services*



Effective: March 1, 2016

Expires: February 28, 2019

## **WARRANTY**

Rotorcraft Support Inc., (RSI) a California Corporation warrants that any component overhauled at our Van Nuys facility will be free from defect in workmanship subject to the following limitations:

- 1.) Warranty Period is limited to 12 months or 500 hours of operation after date of installation
- 2.) Warranty is limited to defects in workmanship by RSI technicians as confirmed after inspection by an RSI technician at our Van Nuys facility.
- 3.) This warranty is exclusive of any manufacturers new parts warranty applicable to those parts installed by RSI and / or failure of parts not replaced during the overhaul of the component at RSI.
- 4.) This warranty shall not apply to failures, malfunctions, defects or non-conformities of components which experience damage in transit or have not been maintained, operated, or stored, in accordance the applicable aircraft manufacturers' recommendations.
- 5.) The obligations under this warranty are limited to repair or replacement (at RSI option) of components or component parts and do not included any remedy or liability for incidental or consequential damages of any kind.
- 6.) RSI HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER BY RSI IN NO WAY AFFECTS THE TERMS OF THE MANUFACTURER'S WARRANTY, IF ANY.
- 7.) RSI WILL NOT BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED HEREIN. RSI WILL NOT BE LIABLE FOR PRODUCTS OR SERVICES NOT BEING AVAILABLE FOR USE OR FOR LOST OR CORRUPTED DATA OR EQUIPMENT. PURCHASER AGREES THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCTS OR SERVICES, RSI IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY PURCHASER.



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee Meeting  
January 26, 2017

Agenda Item No. 3H  
Consent Calendar

**Blanket Order Contract Extensions – Fuel Contracts**

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**Contact(s) for Further Information**

Mike Schroeder, Assistant Chief Support Services Department	<a href="mailto:michaelschroeder@ocfa.org">michaelschroeder@ocfa.org</a>	714.573.6008
Rick Oborny, Fleet Services Manager	<a href="mailto:rickoborny@ocfa.org">rickoborny@ocfa.org</a>	714.573.6651
Debbie Casper, Purchasing Manager Business Services Department	<a href="mailto:debbiecasper@ocfa.org">debbiecasper@ocfa.org</a>	714.573.6641

**Summary**

This item is submitted for approval to renew the blanket order contracts with (1) Dion and Sons for diesel fuel supply services utilizing the County of Orange cooperative agreement and (2) U.S. Bank for Voyager Card Program utilizing the State of California participating addendum. Approval is also requested to establish a new blanket order contract with Merrimac Petroleum Inc., for unleaded fuel supply services utilizing the County of Orange cooperative agreement.

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

On June 26, 2014, the Executive Committee approved extensions of the annual blanket orders with vendors for fuel purchases.

**RECOMMENDED ACTION(S)**

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

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

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

## **Background**

The Fleet Services Section utilizes Blanket Order Contracts (BOs) to procure fuel through cooperative contracts established by the County of Orange. Due to the ongoing fueling needs of the OCFA, blanket orders for the purchase of fuel are established in order to replenish the fuel tanks located at RFOTC and at 20 strategically located OCFA fire stations throughout the county. OCFA's fleet of vehicles includes 260 gasoline vehicles and 283 diesel vehicles. OCFA also utilizes the Voyager Fleet credit card that was established by the State of California to purchase fuel for OCFA vehicles as needed.

The blanket order contract amounts are based on Fleet Services evaluation of the prior year fuel consumption along with trending costs of fuel and the anticipated fuel purchases during the year. In addition, staff continually looks at ways to increase fuel mileage or cut down on miles driven by OCFA apparatus and vehicles. Each of these contracts were established at different times, therefore contract expiration dates vary, as do the number of years remaining for renewals. The duration of the requested renewals will in no case extend beyond the end dates of the cooperative contracts.

### **Dion and Sons – Diesel Fuel Supply Services**

The current pricing contract with Dion and Sons is established from the County of Orange master agreement number MA-017-13010843. This master agreement is a competitively bid regional cooperative agreement (RCA) intended to allow County departments and non-County public entities to enter into subordinate agreements with the selected vendor and have access to the pricing established by the County of Orange. Pricing for diesel fuel established by the County of Orange and extended to participating agencies is in accordance with the daily average price published in the OPIS (Oil Price Information Services) for unbranded fuel under PADD 5 (Petroleum Administration for Defense District) Los Angeles Regional Rack Report for the type /grade of fuel requested, + Contractor's "cents per gallon" market adjustment differential of \$0.06 - \$0.15 for diesel fuel, which is inclusive of all delivery/unloading/handling charges to all OCFA fuel fill locations. OPIS complies with all international standards for price reporting agencies set forth by the International Organization of Securities Commission for spot market pricing. OCFA has been receiving price reduction benefits through use of the County of Orange contracts for fuel purchases since OCFA's inception in 1995. The current County of Orange master agreement with Dion and Sons for diesel fuel supply services is available through January 8, 2018. OCFA Fleet Services is requesting approval to renew the existing blanket order contract by entering into a subordinate agreement with Dion and Sons for diesel fuel supply services, piggybacking off of County Master Agreement MA-017-13010843 through the cooperative contract end date of January 8, 2018.

### **Merrimac Petroleum Inc. – Unleaded Fuel Supply Services**

The County of Orange recently awarded a five year, competitively bid regional cooperative agreement (RCA) to Merrimac Petroleum Inc., dba Merrimac Energy Group for unleaded fuel services, MA-017-16011533. This master agreement replaces the previous master agreement number MA-017-11012276 with Dion and Sons for unleaded fuel supply services. Regional Cooperative Agreements awarded by the County of Orange are intended to be used as cooperative agreements against which individual subordinate contracts may be executed by participating County department and non-County public entities, such as OCFA, during the effective dates of the agreement. The RCA terms, conditions, and pricing is extended to all subordinate contracts issued in accordance with the RCA. Pricing for unleaded fuel established by the County of Orange and extended to participating agencies is in accordance with the price published in OPIS (Oil Price Information Services) for unbranded fuel under PADD 5 (Petroleum Administration for Defense District) Los Angeles Regional Rack Price Report for the type/grade of fuel requested as provided in the contract + adjustment differential of \$0.036 - \$0.0722 for unleaded fuel, which is inclusive



of all freight/unloading/handling and delivery charges to all OCFA locations. OCFA Fleet Services is requesting approval to enter into a subordinate agreement with Merrimac Petroleum Inc., for unleaded fuel supply services, piggybacking off of County master agreement MA-017-16011533, through the cooperative contract termination date of July 31, 2021.

**Voyager Fleet Systems, Inc. – *State of California Fleet Fuel Card Services***

As an emergency response agency, OCFA requires the ability to refuel vehicles during emergency situations. The Voyager credit card system was implemented in order for OCFA personnel in the field to have the ability to refuel their apparatus as necessary without having to travel to an OCFA station equipped with a refueling facility or use personal funds. Each of the vehicles in the OCFA fleet is assigned a credit card for purchase of fuel. Although staff and crews attempt to fuel at one of the 21 OCFA fuel locations, the Voyager fuel card gives the flexibility to fuel at over 10,000 locations throughout the State of California. This process allows for ease in refueling with good accountability and security. The Department of General Services (DGS), Office of Fleet and Asset Management (OFAM) administers the state fleet card contract and program. The state fleet card contract and program enables State of California and local government agencies to pay for fuel and emergency services associated with government vehicles. U.S. Bank has entered into an agreement with the State of California to continue providing fleet card services through the new State of California Participating Addendum No. 7-16-99-27. OCFA Fleet Services is requesting approval to renew the blanket order contract by entering into a Local Agency Subscription Agreement with U.S. Bank for the Voyager Fleet Card Program, piggybacking off the State of California contract through the contract termination date of December 31, 2018.

**Attachment(s)**

1. Blanket Order Renewal Table
2. Subordinate Agreement with Dion and Sons (on file in the Office of the Clerk and available upon request)
3. Subordinate Agreement with Merrimac Petroleum (on file in the Office of the Clerk and available upon request)
4. Local Agency Subscription Agreement (Participating Addendum No. 7-16-99-27) (on file in the Office of the Clerk and available upon request)

**Orange County Fire Authority  
Blanket Order Contracts – Fuel  
Proposed Blanket Orders**

Attachment 1

<b>Vendors &amp; Blanket Orders</b>	<b>Contract End Dates for Annual Renewal Options</b>	<b>Original BO Amount</b>	<b>New Annual Total</b>
Dion and Sons <i>Purchase of Diesel Fuel</i> B01625-1	County of Orange Cooperative Contract available through January 8, 2018	\$900,000.00	\$900,000.00
Merrimac Petroleum Inc. <i>Purchase of Unleaded Fuel</i> B01729	County of Orange Cooperative Contract available through July 31, 2021	\$280,000.00	\$280,000.00
Voyager Fleet Systems <i>Fleet Fuel Credit Cards</i> B01123-7	State of California Cooperative Contract available through December 31, 2018	\$730,000.00	\$730,000.00



**ORANGE COUNTY FIRE AUTHORITY  
SUBORDINATE AGREEMENT  
FOR DIESEL FUEL SERVICES**

THIS SUBORDINATE AGREEMENT FOR DIESEL FUEL SERVICES ("Subordinate Agreement") is made and entered into this 26<sup>th</sup> day of January, 2017 ("Effective Date"), by and between the Orange County Fire Authority, a California Joint Powers Authority ("OCFA"), and M.O. Dion and Sons, Inc., DBA Dion and Sons ("Contractor"). OCFA and Contractor are sometimes hereinafter individually referred to as "Party" and collectively as the "Parties".

**Recitals**

WHEREAS, Contractor and the County of Orange ("County") entered that certain Regional Cooperative Agreement – Contract #MA-017-13010843 ("RCA"), which is attached hereto as Exhibit "1" and incorporated herein.

WHEREAS, the RCA's 5-year contract term commenced on January 9, 2013 and continues through January 8, 2018, unless otherwise terminated by County.

WHEREAS, the RCA provides for the execution of subordinate contracts by non-County public agencies whereby the terms, conditions, and pricing of the RCA shall be extended to such non-County public agencies.

WHEREAS, OCFA and Contractor desire to enter into this Subordinate Agreement in order to receive and provide, respectively, diesel fuel services on the same terms, conditions, and pricing as stated in the RCA, and as further specified herein.

**Agreement**

NOW THEREFORE, OCFA and Contractor mutually agree as follows:

- 1. Scope of Work.** This Subordinate Agreement specifies the terms and conditions by which OCFA shall procure diesel fuel services from Contractor, hereinafter referred to as "Services" as more fully detailed in the Scope of Work, attached hereto as Attachment "A".
- 2. Term.** This Subordinate Agreement shall commence on the Effective Date, and continue for a term of two years through and including January 8, 2018, unless earlier terminated in accordance with Section 3 of this Subordinate Agreement.
- 3. Termination Prior to Expiration of Term.** OCFA reserves the right to terminate this Subordinate Agreement at any time, with or without cause, upon thirty (30) calendar days written notice to Contractor, except where continuation of the Services would constitute a danger to health, safety or general welfare, the period of notice shall be such shorter time as may be appropriate.
- 4. Compensation and Payment.** Contractor agrees to provide Services on an as-needed basis to OCFA at the fixed rates specified in the Pricing Schedule attached hereto as Attachment "C". In no event shall the total amount expended by OCFA annually under this Subordinate Agreement exceed

\$900,000. Contractor shall provide invoices for Services provided and receive payment for the same in accordance with the Payment Process and Terms attached hereto as Attachment "B."

## **5. Indemnification.**

**5.1 Contractor's Indemnification of OCFA.** To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense with legal counsel reasonably acceptable to OCFA), indemnify and hold the OCFA, its 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 Contractor, its officers, directors, employees, subconsultants, subcontractors, agents or invitees in connection with performance under this Subordinate Agreement, or in any manner arising out of, pertaining to, related to, or incident to an alleged breach of this Subordinate Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

Under no circumstances shall the insurance requirements and limits set forth in this Subordinate Agreement be construed to limit Contractor's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the OCFA, its 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.

**5.2 OCFA's Indemnification of County of Orange.** Pursuant to Section 8 of the RCA, OCFA shall indemnify and hold harmless the County of Orange from all claims, demand actions, or causes of actions of every kind arising out of, or in way connected with the use of the RCA.

## **6. Insurance.**

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

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

**6.2.1 Commercial General Liability Insurance.** Contractor shall obtain and maintain, in full force and effect throughout the term of this Subordinate Agreement, a policy of CGL Insurance written on an occurrence basis with limits of at least one million dollars (\$1,000,000.00) per occurrence, and two million dollars (\$2,000,000.00) aggregate. CGL insurance shall be provided on an occurrence-based coverage form; a "claims made" CGL policy is not acceptable. Defense costs shall be

paid in addition to the policy 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.

**6.2.2 Automobile Liability Insurance.** Contractor shall obtain and maintain, in full force and effect throughout the term of this Subordinate 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). Auto liability insurance shall be provided on an occurrence-based coverage form; a "claims made" auto liability policy is not acceptable. 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.

**6.2.3 Workers' Compensation Insurance.** Contractor shall obtain and maintain, in full force and effect throughout the term of this Subordinate 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. Contractor 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.

**6.2.3.1** If subconsultants or subcontractors are used, Contractor 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.

**6.2.3.2** Contractor and each of its subconsultants and subcontractors shall also maintain, in full force and effect throughout the term of this Subordinate 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 Subordinate Agreement creates an increased or decreased risk of loss to the OCFA, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the OCFA.

**6.3.1** Contractor 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 Contractor shall provide endorsements on forms approved by the OCFA to add the following provisions to the insurance policies:

**6.4.1 CGL and Automobile Liability Endorsements.** The policy or policies of insurance required by this Subordinate 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 Contractor, (4) contain any other exclusions contrary to this Subordinate 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 Automobile 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 Contractor'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, Contractor 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 Subordinate Agreement, Contractor certifies that it has – prior to execution of this Subordinate Agreement – confirmed that its insurance company will issue each of the endorsements required by this Subordinate Agreement. Contractor also certifies that it understands that "ACORD" Certificate of Liability Insurance forms will not be accepted in lieu of required endorsements.

**6.5 Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be approved in writing by the OCFA in advance. The decision whether to approve or withhold approval of a deductible or self-insured retention shall be made by the OCFA in the OCFA's sole and absolute discretion.

**6.6 Waiver of Subrogation.** All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the OCFA, its officials, officers, employees, agents and volunteers, or shall specifically allow Contractor or others providing

insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Contractor hereby agrees to waive its own right of 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 Contractor shall obtain from each subconsultant and subcontractor, and make available to OCFA upon request, written express waivers by each subconsultant and subcontractor of the right of subrogation against the OCFA, its officials, officers, employees, agents and volunteers, and policy endorsements of each of its subconsultants' and subcontractors' insurance policies waiving any rights of subrogation against the OCFA, its officials, officers, employees, agents and volunteers insurer. All such waivers and endorsements shall be obtained prior to commencement of any Services by each subconsultant or subcontractor.

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

**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 Subordinate 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, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the OCFA evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies meeting all requirements of this Subordinate 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 provisions contained in this Subordinate Agreement, or the extent to which Contractor may be held responsible for losses of any type or amount.

**6.9 Enforcement of Agreement (Non-Estoppel).** Contractor acknowledges and agrees that actual or alleged failure on the part of the OCFA to inform Contractor of any non-compliance with any of the insurance requirements set forth in this Subordinate 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 Contractor shall be responsible for causing each approved subconsultant and subcontractor to procure and maintain insurance in the same types and amounts required for Contractor, and in full compliance with the insurance requirements set forth in this Subordinate Agreement, except as otherwise authorized in writing by the Contract Manager.

**6.10.1 Delivery of Evidence of Subcontractor Insurance.** Upon request of OCFA, Contractor shall deliver to OCFA all certificates of insurance and endorsements required from subcontractors and subconsultants. (Note: Contractor's duty to obtain all required insurance for subcontractors and subconsultants required under this Subordinate 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 Contractor and its subconsultants and subcontractors, if any, pursuant to this Agreement:

**6.11.1** Contractor 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 Subordinate 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 Subordinate 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 commencement of Services. It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein and Contractor 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 Subordinate Agreement.

**6.11.5** Contractor agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the who are brought onto or involved in the Services by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with, 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** Contractor agrees to provide immediate written notice to OCFA of any claim, demand or loss arising out of the Services performed under this Subordinate Agreement and for any other claim, demand or loss which may reduce the insurance available to an amount less than required by this Subordinate Agreement.

**7. Contract Manager.** The Contract Manager shall be Rick Oborny, Fleet Services Manager. It shall be the Contractor's responsibility to keep the Contract Manager fully informed of the progress of the performance of the Services and Firm shall refer any decisions that must be made by OCFA to the Contract Manager. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Manager. The Contract Manager shall have authority to sign all documents on behalf of the OCFA required hereunder to carry out the terms of this Subordinate Agreement.

**8. Continuing Force and Effect of RCA.** Except as modified by this Subordinate Agreement, all terms and conditions of the RCA shall remain unchanged and in full force and effect. Contractor agrees to provide the Services to OCFA on the same terms and conditions as stated in the RCA and acknowledges that all obligations and duties owing to County by Contractor under the RCA and all representations and warranties afforded to County by Contractor under the RCA shall be binding on Contractor and inure to the benefit of OCFA. In the event of any conflict between the provisions of this Subordinate Agreement and the RCA, this Subordinate Agreement shall control.

**[Signature Page follows]**

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

**“OCFA”**

**ORANGE COUNTY FIRE AUTHORITY**

By: \_\_\_\_\_  
Name:  
Title:

**APPROVED AS TO FORM:**

Woodruff, Spradlin & Smart, APC

**ATTEST:**

By: \_\_\_\_\_  
David E. Kendig  
General Counsel

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

**“CONTRACTOR”**

**M.O. DION AND SONS INC., DBA DION  
AND SONS**

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Attachment "A"**

**SCOPE OF WORK**

## **ATTACHMENT A**

### **Scope of Work**

#### **1. GENERAL INFORMATION**

The Orange County Fire Authority (OCFA) was formed on March 1, 1995, transitioning from the Orange County Fire Department to a Joint Powers Authority (JPA) as allowed by California State Government Code 6500 et seq. The OCFA is an independent organizational entity similar to a special district. The service area includes twenty-three member cities, the unincorporated areas of Orange County, California, including State and Federal Responsibility areas.

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

Contractor is to provide Diesel Fuel Services to OCFA tanks located throughout the County of Orange at various facilities on an as needed basis and usage is not guaranteed. Service locations may be added or deleted and service hours modified at any given time. Contractor is required to provide this service upon request.

#### **2. FUEL SPECIFICATIONS**

- 2.1 CARB #2 Diesel -Clear: All diesel fuel sold for vehicular use in California must meet a 15 ppm maximum sulfur limit (Ultra Low), in addition to meeting all of the current low aromatics CARB diesel specifications. The definition of "vehicular use" in California includes on-highway vehicles and non-road vehicles such as agriculture and construction equipment.

CARB #2 Diesel -Clear may contain up to 5% bio.

- 2.2 CARB #2 Diesel -Red: The same specifications as CARB #2 Diesel – Clear (2.1) except for the red dye & dying process to denote usage for tax-exempt purposes.

#### **3. CONTRACTOR RESPONSIBILITIES**

- 3.1. Contractor shall possess all Federal, State and Local permits, licenses and approvals necessary to provide goods/services required in the Scope of Work. Any associated fees shall be the responsibility of the Contractor.
- 3.2. Contractor shall provide all transitional interfacing and continual uninterrupted services at Contract date.
- 3.3. Contractor shall provide current, applicable, and required Material Safety Data Sheet (MSDS) prior to Contract award, or at any time during the contract as requested by OCFA.
- 3.4. If service on any OCFA owned tank is required, Contractor shall service the tank only at the OCFA's request at the hourly rate proposed in this Contract.
- 3.5. Contractor shall be held liable for any damage or criminal /civil citations which may occur as a result of any spills and/or accidents.
- 3.6. Contractor shall perform all deliveries and to act in a safe and professional manner, adhering to all required Federal, State, & Local regulations for the handling and supply of

Diesel Fuel.

- 3.7. Diesel Fuel must meet current fuel industry laws of Federal, State & local codes, requirements, standards and guidelines, including South Coast Air Quality Management District (SCAQMD); American Society of Testing and Materials (ASTM) laws; Department of Transportation (DOT); Air Resources Board (ARB) regulations, Reid Vapor Pressure (RVP) requirements & regulations for the handling and supply of Diesel Fuel.
- 3.8. Contractor must commit to delivery as requested, at time stated on accepted orders.
- 3.9. Contractor's delivery trucks must comply with the California Air Resources Board approved/certified Phase II Vapor Recovery Equipment Requirements. Proof of compliance shall be provided to the OCFA upon request.
- 3.10. All drivers / delivery personnel shall be HAZMAT trained and certified in safety measures to prevent accidents endangering OCFA personnel and property. Hazardous Materials shall be clearly marked with the proper shipping name and identification number as required by the Department of Transportation.
- 3.11. Contractor shall be responsible for obtaining fuel reading and managing load inventory as requested by OCFA.
- 3.12. Contractor shall provide, at Contractor's cost, a 24-hour, toll free customer support telephone number and services for responding to all requests / orders for fuel , including telephone coverage on weekdays during normal business hours as well as 24-hour access phone number for emergency situations.
- 3.13. Contractor shall be responsible for all freight/delivery charges.
- 3.14. Contractor shall perform full delivery of fuel within 48 hours after receipt of OCFA order. Contractor shall provide a delivery metered ticket for each delivery of fuel; and the metered ticket must be signed and dated, and provided to OCFA at delivery.
- 3.15. Delivery truck driver shall stick each tank with a fuel tank gauge stick prior to offloading to insure that adequate fuel storage is available to accept the entire shipment without spillage. Readings shall be taken by the driver prior to unloading fuel and after unloading fuel and shall be recorded on the delivery receipts. Each Delivery truck must be equipped with a stick. Driver shall sign the delivery ticket at the time and place of delivery. One copy of each delivery ticket is to be mailed to the appropriate location.
- 3.16. Contractor shall itemize applicable Federal and California fuel surcharges, Federal and State Excise Tax, and California State Sales Tax as separate line items when invoicing.
- 3.17. Contractor shall adhere to OCFA delivery hours.
- 3.18. A summary of accounts and usage report shall be provided to the Procurement Office as requested within 30 days of request for such report.

#### **4. ADDITIONAL FEES/CHARGES**

- 4.1 Emergency Delivery: Deliveries requested on OCFA observed holidays, and request for same day delivery shall be considered as emergency delivery. Contractor shall be entitled to an emergency delivery fee and an emergency delivery invoice must accompany the fuel invoice for payment of the fee. The emergency delivery fee shall be billed at the rate designated in this solicitation.
- 4.2 Standing Time: The OCFA will not be charged any additional fees for the amount of time it takes the Contractor in offloading / transferring fuel to OCFA tanks in various locations.

*Contract # MA-017-13010843  
M.O. Dion and Sons  
DBA Dion and Sons*

Up to one-hour of "standing time" shall be allowable at no charge for the purpose of unloading. If the Contractor is unable to unload fuel within one hour after the scheduled arrival at a OCFA site due to delays caused by OCFA operations, demurrage charges may be assessed by Contractor.

4.3 Spillage: The OCFA requires "zero leakage" standard for fuel transfer operations.

The Contractor shall provide necessary equipment and proper training of delivery personnel to prevent spillage or minimize the chance of spillage during connection and disconnection of hoses and during the transfer of fuel. The Contractor will likewise ensure that all equipment, tools and procedures used are in compliance with all applicable specification and regulations governing such operations.

In the event of leakage or spillage, it shall be the responsibility of the Contractor to perform immediate containment, clean up, disposal and restoration activities as necessary in accordance with applicable State of California laws and regulations and subject to the OCFA's satisfaction. All material associated with such clean up shall be removed by the Contractor.

4.4 Service Rate: In the event that spillage or standing time was a delay caused by OCFA an hourly service rate quoted herein shall include all costs for labor, tools, equipment, transportation, overhead, profit, travel time, and all other costs related to providing the services described in the scope of work; hourly service rates shall be prorated and billed to the nearest 1/4 hour.

4.5 OCFA may request service on OCFA owned tanks.

**5. OCFA RESPONSIBILITIES**

5.1 OCFA shall provide Contractor with a log that will include, but not be limited to, the following information:

Name

Location

OCFA Contact's Name & Number

Number of fuel tanks; capacity/sizes; unit of measure & fuel site / delivery location, delivery date, amount delivered and amount left in tank.

5.2 OCFA shall coordinate delivery schedules with Contractor and specify details of each delivery location's physical surroundings and/or limitations (i.e. Secured & remote locations; no loading dock; narrow, winding or unpaved roads). Depending on the agreed schedule, the Contractor is requested to deliver during off peak hours between 10 am to 4 pm.

5.3 OCFA will work with Contractor on security clearance procedures that may be required for delivery drivers on high security facilities/locations.

5.4 If service for any OCFA owned tank is required, the Contractor shall service the tank only at the OCFA's request. Services shall be billed at the hourly rate according to Attachment C.

**Attachment "B"**

**PAYMENT/COMPENSATION**

## **ATTACHMENT B**

### **PAYMENT/COMPENSATION**

1. **Payment - Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods/services rendered. Invoices must be submitted to address indicated on the procurement documents provided by OCFA. The invoice must have a unique number and must include the following information:
  - 1.1 Contractor's name and address;
  - 1.2 Contractor's remittance address if different from above;
  - 1.3 Contractor's Federal Tax I.D. Number;
  - 1.4 Service/delivery address;
  - 1.5 MA/DO/PO/CT Number;
  - 1.6 Date of services rendered;
  - 1.7 Fuel charges
  - 1.8 Additional Fees/Charges
  - 1.9 Service description, including number of hours or fraction thereof
  - 1.10 Surcharges and Taxes
  - 1.11 Total
2. **PAYMENT TERMS:**
  - 2.1 The Invoice is to be submitted in arrears to the OCFA bill-to address, unless otherwise directed in this Contract. Contractor shall reference the Blanket Order number on invoice. Payment will be net 30 days after receipt of the invoice in a format acceptable to the OCFA and verified and approved by the OCFA and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.
  - 2.2 Billing shall cover goods/services not previously invoiced. The Contractor shall reimburse the OCFA for any monies paid to the Contractor for goods/services not provided or when goods/services do not meet the Contract requirements.
  - 2.3 Payments made by the OCFA shall not preclude the right of the OCFA from thereafter disputing any goods/services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods/services.

**Attachment "C"**

**PRICING**

## ATTACHMENT C PRICING

### 1. **CARB #2 Diesel – clear, and CARB #2 Diesel – red:**

1.1 Fuel prices shall be in accordance with the daily average rack/terminal price published in OPIS , PAD District 5 Los Angeles Rack Price Fuel prices per gallon shall be calculated using the following formula:

**OPIS PAD District 5 Los Angeles Regional Rack Price + adjustment differential = Price per gallon.**

1.2 The adjustment / differential price shall remain firm for the entire term of the contract.

The Contractor is required to attach a copy of the OPIS report with each fuel invoice submitted to the OCFA for payment. The OPIS report must correspond with the date fuel was provided to the OCFA.

Gallons	Diesel – Clear Adjustment	Diesel – Red Adjustment
0 - 400	+0.15	+0.15
401 - 1,000	+0.12	+0.12
1,001 - 2,000	+0.06	+0.06
2,001 - 5,000	+0.05	+0.05
5,001 - 10,000	+0.04	+0.04
10,000 +	+0.01	+0.01

### 2. **Additional Fixed Fee Charges**

- |   |   |
|---|---|
| 2.1 Emergency Delivery Fixed Fee Charge | <u>\$100.00</u> / delivery  |
| 2.2 Standing Time/Demurrage Charge      | <u>\$20.00</u> / Quarter of an hour in excess of first initial hour |
| 2.3 Service Rate                        | <u>\$85.00</u> / hour   |
| 2.4 Returnable Drum Deposit             | <u>\$25.00</u> / each   |



**Exhibit "1"**

**COOPERATIVE AGREEMENT  
#MA-017-13010843**



# COUNTY OF ORANGE

## MASTER AGREEMENT

### COUNTY PROCUREMENT OFFICE

## MODIFICATION

FOR INTERNAL COUNTY USE  
ONLY. THIS IS NOT A LEGAL  
DOCUMENT. DO NOT  
DISTRIBUTE TO VENDOR.

#### CONTRACT INFORMATION

**MASTER AGREEMENT NUMBER: MA-017-13010843**

**NOT TO EXCEED AMOUNT: \$999,999,999.00**

Begin Date: 01/09/2013  
Expiration Date: 01/08/2018  
Board-Award Date: 08/25/2015  
Board Award Number: 15-001164  
Modification Date: 01/04/2016  
Contract Type: Hybrid  
Cited Authority: DPA: Contract Policy Manual Thresholds Allow

Record Date: 01/04/2016  
Procurement Folder: M559061  
Procurement Type: Request for Bids - RFB  
Replaces Award Document:  
Replaced by Award Document:  
Version Number: 6

#### COUNTY CONTACTS

**REQUESTOR:**  
DUYEN LAC  
714-796-8329

**ISSUER:**  
YARIDA GUZMAN  
  
yarida.guzman@ocgov.com

**BUYER:**  
YARIDA GUZMAN  
N/A  
yarida.guzman@ocgov.com

#### CONTRACT DESCRIPTION

RCA - DIESEL FUEL

THIS IS A COMPETITIVELY BID REGIONAL COOPERATIVE AGREEMENT (RCA) FOR DIESEL FUEL. THIS CONTRACT IS AVAILABLE FOR USE IN ACCORDANCE WITH THE ATTACHED PRICING, SCOPE OF WORK, TERMS AND CONDITIONS. OTHER PUBLIC ENTITIES, UTILIZING THIS AGREEMENT, SHOULD MAKE THEIR OWN DETERMINATION WHETHER THIS RCA CONTRACT IS CONSISTENT WITH THEIR PROCUREMENT POLICIES AND REGULATIONS.

RCA CONTRACT USAGE INSTRUCTIONS:

COUNTY DEPUTY PURCHASING AGENTS (DPA'S) ARE REQUIRED TO: 1) AGENCIES/DEPARTMENTS MAY ISSUE MA-DO, CT, OR PO (FOR ONE-TIME PURCHASE ONLY) REFERENCING THE RCA NUMBER IN THE "EXTENDED DESCRIPTION" TEXT FIELD OF THE CAPS+ DOCUMENT; 2) IN THE HEADER OF THE CAPS+ PAGE, IN THE REPORTING SECTION, REPORTING 2 FIELD, SELECT 13010843 TO INDICATE DIESEL FUEL; 3) PROVIDE SERVICE LOCATION(S); AND 4) INVOICING INSTRUCTIONS TO THE VENDOR.

RQL 017-15017854

#### REASON FOR MODIFICATION

MOD ISSUED TO UPDATE INFORMATION

#### VENDOR INFORMATION

**Name /Address:**

VC0000010303: MOBIL DELIVERY SERVICE INC  
DBA DIAMOND OIL SERVICE  
1553 S BLUFF RD

MONTEBELLO, CA 90640-6601

**Contact:**

JIM REAGAN  
310-372-7944  
JIM@DIAMONDOILSERVICE.COM

#### COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Tax Amount	Line Total
1	0.00		\$0.00	\$0.00			\$0.00	\$0.00	\$0.00

Commodity Code: 40509 - Fuel Oil, Diesel (Use 405-02 for Biodiesel)  
CARB #2 Diesel - Clear

Commodity Code: 40509 - Fuel Oil, Diesel (Use 405-02 for Biodiesel)  
CARB #2 Diesel - Red

#### COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Tax Amount	Line Total
2	0.00		\$0.00	\$0.00			\$0.00	\$0.00	\$0.00

Commodity Code: 96379 - Surcharges and Taxes (To Include Fuel Surcharges and Taxes)  
APPLICABLE DELIVERY, SERVICE RATE, FUEL SURCHARGES,  
APPLICABLE TAXES, STATE OR LOCAL FEES

**VENDOR INFORMATION****Name /Address:**

VC0000007634: M O DION AND SONS INC  
DBA DION AND SONS  
1543 W 16TH ST

**Contact:**

NOT ON FILE  
000-000-0000

LONG BEACH, CA 90813-1210

**COMMODITY / SERVICE INFORMATION**

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Tax Amount	Line Total
1	0.00		\$0.00	\$0.00			\$0.00	\$0.00	\$0.00

Commodity Code: 40509 - Fuel Oil, Diesel (Use 405-02 for Biodiesel)  
CARB #2 Diesel - Clear

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Commodity Code: 40509 - Fuel Oil, Diesel (Use 405-02 for Biodiesel)  
CARB #2 Diesel - Red

**COMMODITY / SERVICE INFORMATION**

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Tax Amount	Line Total
2	0.00		\$0.00	\$0.00			\$0.00	\$0.00	\$0.00

Commodity Code: 96379 - Surcharges and Taxes (To Include Fuel Surcharges and Taxes)  
APPLICABLE DELIVERY, SERVICE RATE, FUEL SURCHARGES,  
APPLICABLE TAXES, STATE OR LOCAL FEES

**AUTHORIZED FUNDING SOURCES**

Department	No Limit	Spending Limit
ALL	YES	\$0.00
017 - COUNTY EXECUTIVE OFFICE	YES	\$0.00

**APPROVALS**

Date	Approver	Approval Level	Status Before	Status After
01/04/2016 01:34:41 PM	lac.duyen1	4	Pending	Approved



**AMENDMENT NUMBER TWO  
TO CONTRACT NUMBER MA-017-13010843**

**BETWEEN  
COUNTY OF ORANGE  
AND**

**M O DION AND SONS INC DBA DION AND SONS  
FOR DIESEL FUEL**

This Agreement, hereinafter referred to as "Amendment" to Regional Cooperative Agreement Number MA-017-13010843 (hereinafter "Contract"), is made and entered into upon execution of all necessary signatures between the County of Orange, hereinafter "County", and M.O. Dion and Sons, Inc., DBA Dion and Sons with a place of business at 1543 W. 16<sup>th</sup> Street, Long Beach, CA 90813-1210, hereinafter "Contractor", with County and Contractor sometimes individually referred to as "Party" or collectively referred to as "Parties";

**RECITALS**

**WHEREAS**, County and Contractor entered into a Contract for Diesel Fuel for the County of Orange, commencing on 1/9/13 through and including 1/8/16; and

**WHEREAS**, the Parties issued Amendment Number One to reflect an assignment from Mobil Delivery Service, Inc. DBA Diamond Oil Service to M.O. Dion and Sons, Inc. DBA Dion and Sons to be effective 6/22/15; and

**WHEREAS**, County desires to renew the Contract for an additional two (2) years term from 1/9/16 through and including 1/8/18; and

**NOW THEREFORE**, in consideration of the mutual obligations set forth herein, both County and Contractor agree to amend the Contract as follows:

1. Renew the Contract for an additional two (2) years term from 1/9/16 through and including 1/8/18
2. All terms and conditions contained in this AMENDMENT are incorporated by this reference into the Contract. This AMENDMENT modifies the Contract only as expressly set forth above. This AMENDMENT does not modify, alter or amend the CONTRACT in any other way whatsoever.

**SIGNATURE PAGE TO FOLLOW**

SIGNATURE PAGE

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below:

M.O. DION AND SONS, INC. DBA DION AND SONS  
(FORMERLY KNOWN AS MOBIL DELIVERY SERVICE INC. DBA DIAMOND OIL SERVICE)

Print Name	<u>Matt Cullen</u>	Title	<u>President</u>
Signature	<u>[Signature]</u>	Date	<u>8/6/15</u>
Print Name	<u>William Frank</u>	Title	<u>CEO</u>
Signature	<u>[Signature]</u>	Date	<u>8/6/15</u>

\*If the Contractor is a corporation, signatures of two (2) specific corporate officers are required as further set forth.

The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President. The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

\*\*\*\*\*

COUNTY OF ORANGE, a political subdivision of the State of California

Print Name	<u>Yarida Guzman</u>	Title	<u>Deputy Purchasing Agent</u>
Signature	<u>[Signature]</u>	Date	<u>8/25/15</u>

\*\*\*\*\*

APPROVED AS TO FORM

Office of the County Counsel  
County of Orange, California

<u>[Signature]</u>	<u>8.7.15</u>
Deputy	Date





## ASSIGNMENT, NOVATION AND CONSENT AGREEMENT

This ASSIGNMENT, NOVATION AND CONSENT AGREEMENT is made as of 22<sup>nd</sup> day of June, 2015 ("Agreement") by and among Mobil Delivery Service, Inc. DBA Diamond Oil Service, a California corporation, with an address of 1553 S. Bluff Road, Montebello, CA 90640-6601 ("Assignor"), M.O. Dion and Sons, Inc. DBA Dion & Sons., a California corporation, with an address of 1543 West 16<sup>th</sup> Street, Long Beach, CA 90813, ("Assignee"), and the County of Orange, a political subdivision of the State of California, with an address of 1300 S. Grand Avenue, Bldg. A, Santa Ana, CA 92705 ("County"), concerning Contract Number MA-017-13010843 for Diesel Fuel Services (the "Contract").

WHEREAS, Assignor and County entered into a Contract on November 5, 2012 (the "Contract"), pursuant to which Assignor provided Diesel Fuel Services; and

WHEREAS, Assignor has merged/been absorbed by Assignee and will no longer provide Diesel Fuel Services, and Assignor thereby wishes to transfer and assign to Assignee its rights and obligations under the Contract;

WHEREAS, Assignee wishes to acquire the Contract and to continue to provide such Services to County in accordance with the terms and conditions of the Contract;

WHEREAS, the parties desire to substitute Assignee in place of Assignor with respect to the Contract.

NOW, THEREFORE, in consideration of the premises hereto and the mutual covenants and agreements herein set forth, the parties agree as follows:

1. Assignor does hereby assign, transfer, and convey to the Assignee as of June 22, 2015 (the "Effective Date") all of Assignor's title, right, obligations, and interest in, to and under the said Contract.
2. Assignee hereby accepts such assignment of the Contract as of the Effective Date, and agrees to assume all of Assignor's duties and obligations in, to and under the Contract from and after the Effective Date.
3. County consents to such assignment of the Contract by Assignor to Assignee as of the Effective Date.
4. County further consents to the substitution and novation of Assignee in place and instead of Assignor from and after the effective date.
5. County and Assignee each consent to fully release Assignor from any and all obligations, responsibilities, and duties under the Contract from and after June 22, 2015.
6. Notwithstanding Paragraph 4 above, Assignor agrees that it shall cooperate with Assignee in effectuating an orderly transition of the County information to the Assignee in order for Assignee to fulfill its obligations, responsibilities, and duties under the Contract from and after the Effective Date.
7. Assignee agrees to defend and indemnify Assignor from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages, resulting from and related to the Contract from and after the Effective Date.

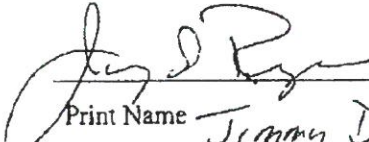
8. Assignor agrees to defend and indemnify County and Assignee from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees, resulting from and related to Assignor's performance under the Contract and subject to the terms of the Contract prior to the Effective Date.
9. This Agreement constitutes the entire agreement concerning the assignment between the parties and it may not be modified, altered or amended other than in writing executed by the party sought to be charged thereby.
10. This Agreement may be executed in faxed counterparts, and in such event, the counterpart signatures shall be assembled and shall together constitute a complete agreement.

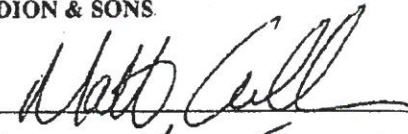
SIGNATURE PAGE FOLLOWS

In witness whereof, the parties acknowledge that they have read the assignment, novation and consent, understand it and agree to be bound by its terms. Each party has full power and authority to enter into and perform this assignment, novation and consent, and the person signing this assignment, novation and consent on behalf of each has been properly authorized and empowered to enter into this assignment, novation and consent.

MOBIL DELIVERY SERVICE, INC.  
DBA DIAMOND OIL SERVICE

M.O DION AND SONS, INC.  
DBA DION & SONS

  
Print Name Jimmy D Reason  
Title CFO

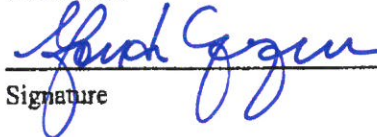
  
Print Name Matt Cullen  
Title PRESIDENT

\*\*\*\*\*

COUNTY OF ORANGE, a political subdivision of the State of California

Yarida Guzman  
Print Name

Deputy Purchasing Agent  
Title


  
Signature

8/25/15  
Date

\*\*\*\*\*

Approved by the Board of Supervisors on: \_\_\_\_\_

Approved as to Form  
Office of the County Counsel

  
By Deputy County Counsel





**AMENDMENT NUMBER ONE  
TO CONTRACT NUMBER MA-017-13010843**

**BETWEEN  
COUNTY OF ORANGE**

**AND**

**M.O. DION AND SONS INC DBA DION AND SONS  
(FORMERLY KNOWN AS MOBIL DELIVERY SERVICE INC DBA DIAMOND OIL SERVICE)  
FOR DIESEL SERVICES**

This Agreement, hereinafter referred to as "Amendment" to Regional Cooperative Agreement Number MA-017-13010843 (hereinafter "Contract"), is made and entered into upon execution of all necessary signatures and approval by the Orange County Board of Supervisors, whichever occurs later, between the County of Orange, hereinafter "County", and M.O. Dion and Sons, Inc. DBA Dion and Sons, who were identified as a Party to the underlying Contract (as Mobil Delivery Service Inc., DBA Diamond Oil Service) with a place of business at 1553 S. Bluff 1515 W. Mable St., Anaheim, CA 92802, hereinafter "Contractor", with County and Contractor sometimes individually referred to as "Party" or collectively referred to as "Parties";

**RECITALS**

**WHEREAS**, County and Contractor entered into the Contract for Diesel Service for the County of Orange, commencing on 1/9/13 through and including 1/8/16; and

**WHEREAS**, County desires to amend the Contract to reflect an assignment from Mobil Delivery Service Inc. DBA Diamond Oil Service to M.O. Dion and Sons, Inc. DBA Dion and Sons to be effective 6/22/15; and

**NOW THEREFORE**, in consideration of the mutual obligations set forth herein, both County and Contractor agree to amend the Contract as follows:

1. Amend the Contract to reflect an assignment from Mobil Delivery Services Inc. DBA Diamond Oil Service to M.O. Dion and Sons, Inc. DBA Dion and Sons, which occurred 6/22/15.
2. All terms and conditions contained in this AMENDMENT are incorporated by this reference into the Contract. This AMENDMENT modifies the Contract only as expressly set forth above. This AMENDMENT does not modify, alter or amend the CONTRACT in any other way whatsoever.

**SIGNATURE PAGE TO FOLLOW**

**SIGNATURE PAGE**

Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

**M.O. DION AND SONS, INC., DBA DION AND SONS**

<u>MATT CULLEN</u>	<u>PRESIDENT</u>
Print Name	Title
<u>Matt Cull</u>	<u>9/16/15</u>
Signature	Date
<u>MATT CULLEN</u>	<u>SECRETARY</u>
Print Name	Title
<u>Matt Cull</u>	<u>9/16/15</u>
Signature	Date

*\*If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President*

*The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.*

*In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.*

\*\*\*\*\*

**COUNTY OF ORANGE, a political subdivision of the State of California**

<u>Yareida Quzman</u>	<u>Deputy Purchasing Agent</u>
Print Name	Title
<u>Yareida Quzman</u>	<u>9/17/15</u>
Signature	Date



## **Regional Cooperative Agreement (RCA) MA-017-13010843**

**With Mobil Delivery Service, Inc. dba Diamond Oil Service**

### **For Diesel Fuel**

This Agreement, hereinafter referred to as "Contract" is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as "County," and Mobil Delivery Service, Inc. dba Diamond Oil Service, with a place of business at 1553 S Bluff Rd, Montebello CA 90640-6601; hereinafter referred to as "Contractor," which are sometimes referred to as "Party", or collectively as "Parties."

#### **ATTACHMENTS**

This Contract is comprised of this document and the following Attachments, which are incorporated by reference into this Contract:

Attachment A – Scope of Work  
Attachment B – Payment / Compensation  
Attachment C – Pricing

#### **RECITALS**

WHEREAS, Contractor responded to an Invitation for Bids (IFB)," for Diesel Fuel; and

WHEREAS, the Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the IFB; and

NOW, THEREFORE, the Parties mutually agree as follows:

#### **ARTICLES**

##### **General Terms and Conditions:**

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
- B. **Entire Contract:** This Contract, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or his designee, hereinafter "Purchasing Agent."

- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. **Delivery:** Time of delivery of services is of the essence in this Contract. County reserves the right to refuse any services and to cancel all or any part of the descriptions or services that do not conform to the prescribed statement of work. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by County.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by the County, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the services covered by this Contract are fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "HH" below, and as more fully described in paragraph "HH", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "HH" below, it shall indemnify, defend and hold County and County Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- I. **Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause or after thirty (30) days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.

- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.
- N. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor, its employees nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- O. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by sub-contractors.
- P. **Insurance Provision:** Prior to the provision of services under this contract, the contractor agrees to purchase all required insurance at contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this contract. In addition, all subcontractors performing work on behalf of contractor pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for contractor.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.

If the contractor fails to maintain insurance acceptable to the County for the full term of this contract, the County may terminate this contract.

#### **Qualified Insurer**

Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or [ambest.com](http://ambest.com) shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size Category).

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier). If the carrier is a non-admitted carrier in the state of California and does not meet or exceed an A.M. Best rating of A-/VIII, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-/VIII, the agency can accept the insurance.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<b><u>Coverage</u></b>	<b><u>Minimum Limits</u></b>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

#### **Required Coverage Forms**

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

#### **Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

1. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
2. A primary non-contributing endorsement evidencing that the contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this contract shall give the County of Orange 30 days notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

If contractor's Professional Liability policy is a "claims made" policy, contractor shall agree to maintain professional liability coverage for two years following completion of contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the contractor fails to provide the insurance certificates and endorsements within seven days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.



County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- Q. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials, and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "HH" below, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- S. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.
- T. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within thirty-six (36) hours of the start of the delay and Contractor avails himself of any available remedies.
- U. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- V. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "HH" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnities harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.
- W. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- X. **Pricing:** The Contract price shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the scope of work attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.

- Y. **Waiver of Jury Trial:** Each Party acknowledges that it is aware of and has had the opportunity to seek advise of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and /or any other claim of injury or damage.
- Z. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- AA. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. **Severability:** If any term, covenant, condition, or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- CC. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.
- EE. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the parties and this Contract.
- FF. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- GG. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees, consultants and subcontractors performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employee, consultants and subcontractors for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.



**HH. Indemnification Provisions:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

**Additional Terms and Conditions:**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as Attachment A.
2. **Contract Term:** This Contract shall commence on January 9, 2013 upon approval by the County and execution of all necessary signatures, whichever occurs later, and continue through and including January 8, 2016, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 3 below.
3. **Renewal:** This Contract may be renewed for two (2) additional years, by mutual written agreement of both Parties. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at prices listed in the Contract, regardless of quantity requested.
5. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this contract without penalty.
6. **Fiscal Appropriations:** This contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this contract. If such appropriations are not approved, the contract will be terminated without penalty to the County.
7. **Adjustments – Scope of Work:** No adjustments made to the scope of work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
8. **Regional Cooperative Agreement:** Regional Cooperative Agreements (RCA) awarded by the County of Orange are intended to be used as cooperative agreements against which individual subordinate contracts may be executed by participating County departments and non-County public entities during the effective dates outlined herein. The RCA terms, conditions, and pricing shall be extended to all subordinate contracts issued in accordance with the RCA. Subordinate contracts shall be in full force and effect through their agreed upon termination date, unless otherwise terminated by the agency/department. County departments and non-County public entities shall issue subordinate contracts in their own names, and be solely responsible for all payment requirements. Contractor shall ensure that all subordinate contracts with non-County public agencies contain an indemnification clause in which the non-County agency indemnifies and holds harmless the County of Orange from all claims, demand actions, or causes of actions of every kind arising out of, or in any way connected with

the use of County issued cooperative agreements. Failure to meet this requirement shall be considered a material breach of this RCA and grounds for immediate contract termination.

9. **Amendments – Changes/Extra Work:** The Contractor shall make no changes to this Contract without the County's written consent. In the event that there are new or unforeseen requirements, the County with the Contractor's concurrence has the discretion to request official changes at any time without changing the intent of this Contract.

If County-initiated changes or changes in laws or government regulations affect price, the Contractor's ability to deliver services, or the project schedule, the Contractor shall give the County written notice no later than seven calendar days from the date the law or regulation went into effect or the date the change was proposed by the County and the Contractor was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract Amendment; said Amendment shall be issued by the County-assigned DPA, shall require the mutual consent of all Parties, and may be prohibit the Contractor from proceeding with the work as set forth in this Contract.

10. **Americans with Disabilities Act (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.

11. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any sub-Contractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's project manager.

12. **Authorization Warranty:** The contractor represents and warrants that the person executing this contract on behalf of and for the contractor is an authorized agent who has actual authority to bind the contractor to each and every term, condition and obligation of this agreement and that all requirements of the contractor have been fulfilled to provide such actual authority.
13. **Authorized Agency/Department Personnel:** Each County Agency/Department will appoint authorized staff who may request Services in accordance with the pricing, terms, and conditions of this contract. These staff will be identified in the subordinate contracts created by each user agency/department, and Contractor shall execute each subordinate contract separately. Authorized Agency Personnel will assign Contract Coordinators, defined in Attachment A, who will oversee the Services. Contractor shall not perform services for unauthorized requestors.

14. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
- i. Terminate the Contract immediately, pursuant to Section K herein;
  - ii. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
  - iii. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
  - iv. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
15. **California Sales Tax to Out-of-State Contractors:** Out-of-state contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the contractor.
16. **Contractor – Change in Ownership:** The contractor agrees that if there is a change in ownership prior to completion of this contract, the new owner will be required, under terms of sale, to assume this contract and complete it to the satisfaction of the County.
17. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
18. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
19. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and relatives; sub-tier Contractors; and third Parties associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.
20. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The contractor shall not, during the period of this contract, employ any County employee for any purpose.
21. **Conflict with Existing Law:** The Contractor and the County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either Party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such

provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with interests of both Parties to the maximum extent reasonable.

22. **Contingent Fees:** The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the contractor or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

For breach or violation of this warranty, the County shall have the right to terminate this contract in accordance with the termination clause and at its sole discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the contractor.

23. **Contractor Bankruptcy/Insolvency:** If the contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the contractor's insolvency, the County may terminate this contract.

24. **Contractor Personnel – Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

25. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.

26. **Contractor's License Requirements:** Contracts that include requirements for installation or state "furnish and install" require that the contractors possess a valid California State Contractor's License at the time of contract award. If sub-contractors are used, they must also possess a valid California State Contractor's License. All businesses which construct or alter any building, highway, road, parking facility, railroad, excavation, or other structure in California must be licensed by the California State License Board (CSLB) if total cost, including labor and materials, of the project is \$300.00 or more. Failure to be licensed or to keep the license current and in good standing during the term of the contract with the County shall be grounds for contract revocation.

27. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a project manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This project manager shall be subject to approval by the County and shall not be changed without the written consent of the County's project manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it elects to request the removal of Contractor's Project Manager from providing services to the County under this Contract.

28. **Contractor Work Hours and Safety Standards:** The Contractor shall ensure compliance with all safety and hourly requirements for employees in accordance with federal, state and County's safety regulations and laws.

29. **Contractor Personnel-Uniform/Badges/Identification:** The contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by the Contractor and must be worn at all times while working on County property. The assigned buyer must be notified in writing, within seven days of notification of award of contract of the uniform and /or badges and/or other notification to be worn by employees prior to beginning work and notified in writing seven days prior to any changes in this procedure.

30. **Contractor Personnel – Reference Checks:** The contractor warrants that all persons employed to provide service under this contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this contract.
31. **Contractor's Power and Authority:** The Contractor warrants that it has the full power and authority to grant the rights herein granted and will hold the County hereunder harmless from and against any loss, cost, liability and expense, including reasonable attorney fees, arising out of any breach of this warranty. Further, the Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the County under this Contract.
32. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of seven years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned DPA.
33. **Correspondence to Buyer - Contract:** Any correspondence related to the terms, prices and conditions of this contract must be directed to the agency/department purchasing division to the attention of the assigned DPA. Correspondence not directed through the DPA for resolution will not be regarded as valid.

County of Orange  
Attn: Grace Scott  
County Procurement Office  
1300 S. Grand Ave., Bldg. A, 2nd Floor  
Santa Ana, CA 92705-4434  
714.567.5025

34. **Cost/Price Data:** At all times during and following the period of Contract performance, the County may require Contractor to furnish such cost and pricing data as the County deems necessary to assess the reasonableness of Contract pricing, including the reasonableness of changes. Contractor agrees to maintain such records for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated under this Contract or by law.
35. **County Of Orange Child Support Enforcement:** In order to comply with the child support enforcement requirements of the County of Orange, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the Contract administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:
- In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address;
  - In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;

- c. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- d. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the Contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another Contractor. In the event a Contract has been issued, failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract.

- 36. **Debarment:** Contractor shall certify that neither contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, contractor must include an explanation with their bid/proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the bid/proposal being deemed non-responsible.
- 37. **Delivery Location – No Loading Dock:** Delivery locations may not have loading docks. The contractor is required to make all necessary arrangements for lift trucks or other means necessary to complete delivery. Inside delivery to secured facilities may be required.
- 38. **Disputes – Contract:**

- a. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's project manager and the County's project manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:
  - i. The Contractor shall submit to the agency/department assigned DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
  - ii. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- b. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the provision of services under this Contract. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If the County fails to render a decision within ninety (90) days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for Cause or Terminate for Convenience as stated in Section K herein.

39. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
  - i. The dangers of drug abuse in the workplace;
  - ii. The organization's policy of maintaining a drug-free workplace;
  - iii. Any available counseling, rehabilitation and employee assistance programs; and
  - iv. Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:
  - i. Will receive a copy of the company's drug-free policy statement; and
  - ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County Contracts if the County determines that any of the following has occurred:

- a. The Contractor has made false certification, or
- b. The Contractor violates the certification by failing to carry out the requirements as noted above.

40. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations. (See Exhibit D.)

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at [http://www.edd.ca.gov/Payroll\\_Taxes/FAQ\\_-\\_California\\_Independent\\_Contractor\\_Reporting.htm](http://www.edd.ca.gov/Payroll_Taxes/FAQ_-_California_Independent_Contractor_Reporting.htm).

41. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the

circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

42. **Equal Employment Opportunity:** The contractor shall comply with U.S. Executive Order 11426 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

43. **Firm Price Quotes:** Prices quoted herein shall be firm for the entire period of the Contract.
44. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
45. **Interpretation of Contract:** In the event of a conflict or question involving the provisions of any part of this contract, interpretation and clarification as necessary shall be determined by the County's assigned buyer. If disagreement exists between the contractor and the County's assigned buyer in interpreting the provision(s), final interpretation and clarification shall be determined by the County's Purchasing Agent or his designee.
46. **Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.



47. **Nondiscrimination – Statement of Compliance:** The Contractor's signature affixed hereon and dated shall constitute a certification under penalty of perjury under the laws of the state of California that the Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12900 (a-f) and Title 2, California Code of Regulations, Section 8103.
48. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For Contractor: Mobil Delivery Service, Inc. dba Diamond Oil Service  
Attention: Jim Reagan  
1553 S Bluff Rd  
Montebello, CA 90640-6601

For County: County of Orange  
County Procurement Office  
1300 S. Grand Ave., Bldg. A, 2nd Floor  
Santa Ana, CA 92705-4434

49. **Precedence:** The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the articles of this Contract, and then the exhibits and attachments.
50. **Price Increase/Decrease:** No price increases will be permitted during the first period of the Contract. All price decreases will automatically be extended to the County of Orange. The County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of thirty (30)-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
51. **Security / Badge Requirement:** Some agencies may require specific issuance of security badge prior to performance of work agreement in a restricted facility. All personnel engaged in the performance of work under this proposed agreement shall be expected to pass the screening requirements which may include an F.B.I. background investigation and finger printing. Contractor employee are made aware of his/her responsibilities regarding the privilege of access to restricted areas of certain agencies such as but not limited to John Wayne Airport, Youth Detention Facilities, Sheriff's Department, and etc.

County agency/department is responsible for all costs related to security / badge requirements.

52. **Sub-Contracting:** No performance of this Contract or any portion thereof may be assigned or sub-contracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to assign or sub-Contract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to sub-Contract, this Contract shall prevail and the terms of the sub-Contract shall incorporate by reference and not conflict with the terms of this Contract. In the manner in which the County expects to receive services, the County shall look to the Contractor for performance and not deal directly with any sub-Contractor. All matters related to this Contract shall be handled by the Contractor with the County; the County will have no direct contact with the sub-Contractor in matters related to the performance of this Contract. All work must meet the approval of the County of Orange.

53. **Validity:** The invalidity in whole or in part of any provision of this contract shall not void or affect the validity of any other provision of the contract.

54. **Waivers - Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

**CONTRACT SIGNATURE PAGE**

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

**MOBIL DELIVERY SERVICE, INC. DBA DIAMOND OIL SERVICE\***

<u>Melissa Fraser</u>	<u>Vice President</u>
Print Name	Title
<u>Melissa Fraser</u>	<u>11/5/12</u>
Signature	Date
<u>JIM REAGAN</u>	<u>CFO</u>
Print Name	Title
<u>Jim Reagan</u>	<u>11-5-12</u>
Signature	Date

\* If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.

In the alternative, a single corporation signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

\*\*\*\*\*

**COUNTY OF ORANGE, a political subdivision of the State of California**

<u>Grace Scott</u>	<u>Procurement Contract Specialist</u>
Print Name	Title
<u>Grace Scott</u>	<u>11/05/2012</u>
Signature	Date

\*\*\*\*\*

## **ATTACHMENT A**

### **Scope of Work**

#### **1. Introduction**

- 1.1 The Contractor shall be providing Diesel Fuel to various County facilities and other government entities within Orange County.
- 1.2 Service locations may be added or deleted and service hours modified at any given time, and usage is not guaranteed. Contractor is required to provide Diesel Fuel upon request by any County agency/department and other government entities within Orange County.

#### **2. Fuel Specifications**

- 2.1 CARB #2 Diesel – Clear: All diesel fuel sold for vehicular use in California must meet a 15 ppm maximum sulfur limit (Ultra Low), in addition to meeting all of the current low aromatics CARB diesel specifications. The definition of "vehicular use" in California includes on-highway vehicles and non-road vehicles such as agriculture and construction equipment.  
  
CARB #2 Diesel – Clear may contain up to 5% bio.
- 2.2 CARB #2 Diesel – Red: The same specifications as CARB #2 Diesel – Clear (2.1) except for the red dye & dying process to denote usage for tax-exempt purposes.

#### **3. Contractor Responsibilities**

- 3.1 Contractor shall possess all Federal, State and Local permits, licenses and approvals necessary to provide goods/services required in the Scope of Work. Any associated fees shall be the responsibility of the Contractor.
- 3.2 Contractor shall provide all transitional interfacing and continual uninterrupted services at Contract date.
- 3.3 Contractor shall provide current, applicable, and required Material Safety Data Sheet (MSDS) prior to Contract award, or at any time during the contract as requested by County.
- 3.4 If service on any County owned tank is required, Contractor shall service the tank only at the County's request at the hourly rate proposed in this Contract.
- 3.5 Contractor shall be held liable for any damage or criminal /civil citations which may occur as a result of any spills and/or accidents.
- 3.6 Contractor shall perform all deliveries and to act in a safe and professional manner, adhering to all required Federal, State, & Local regulations for the handling and supply of Diesel Fuel.
- 3.7 Diesel Fuel must meet current fuel industry laws of Federal, State & local codes, requirements, standards and guidelines, including South Coast Air Quality Management District (SCAQMD); American Society of Testing and Materials (ASTM) laws; Department of Transportation (DOT); Air Resources Board (ARB) regulations, Reid Vapor Pressure (RVP) requirements & regulations for the handling and supply of Diesel Fuel.
- 3.8 Contractor must commit to delivery as requested, at time stated on accepted orders.
- 3.9 Contractor's delivery trucks must comply with the California Air Resources Board

approved/certified Phase II Vapor Recovery Equipment Requirements. Proof of compliance shall be provided to the County upon request.

- 3.10 All drivers / delivery personnel shall be HAZMAT trained and certified in safety measures to prevent accidents endangering County personnel and property. Hazardous Materials shall be clearly marked with the proper shipping name and identification number as required by the Department of Transportation.
- 3.11 Contractor shall be responsible for obtaining fuel reading and managing load inventory as requested by County.
- 3.12 Contractor shall provide, at Contractor's cost, a 24-hour, toll free customer support telephone number and services for responding to all requests / orders for fuel , including telephone coverage on weekdays during normal business hours as well as 24-hour access phone number for emergency situations.
- 3.13 Contractor shall be responsible for all freight/delivery charges.
- 3.14 All deliveries of 4000+ gallons shall have temperature correction adjustments to sixty (60) degrees Fahrenheit based on refinery bill of lading.
- 3.15 Contractor shall perform full delivery of fuel within 48 hours after receipt of agency/department's order. Contractor shall provide a delivery metered ticket for each delivery of fuel; and the metered ticket must be signed and dated, and provided to the ordering agency at delivery.
- 3.16 Delivery truck driver shall stick each tank with a fuel tank gauge stick prior to offloading to insure that adequate fuel storage is available to accept the entire shipment without spillage. Readings shall be taken by the driver prior to unloading fuel and after unloading fuel and shall be recorded on the delivery receipts. Each Delivery truck must be equipped with a stick. Driver shall sign the delivery ticket at the time and place of delivery. One copy of each delivery ticket is to be mailed to the appropriate location.
- 3.17 Contractor shall itemize applicable Federal and California fuel surcharges, Federal and State Excise Tax, and California State Sales Tax as separate line items when invoicing.
- 3.18 Contractor shall adhere to each County facility/location set delivery hours.
- 3.19 A summary of accounts and usage report shall be provided to the County Procurement Office as requested within 30 days of request for such report.

#### **4. Additional Fees/Charges**

- 4.1 **Emergency Delivery:** Deliveries requested on County observed holidays, and request for same day delivery shall be considered as emergency delivery. Contractor shall be entitled to an emergency delivery fee and an emergency delivery invoice must accompany the fuel invoice for payment of the fee. The emergency delivery fee shall be billed at the rate designated in this solicitation.
- 4.2 **Standing Time:** The County will not be charge any additional fees for the amount of time it takes the Contractor in offloading / transferring fuel to County tanks in various locations.

Up to one-hour of "standing time" shall be allowable at no charge for the purpose of unloading. If the Contractor is unable to unload fuel within one hour after the scheduled arrival at a County site due to delays caused by County operations, demurrage charges may be assessed by Contractor.

- 4.3 Spillage: The County requires "zero leakage" standard for fuel transfer operations.

The Contractor shall provide necessary equipment and proper training of delivery personnel to prevent spillage or minimize the chance of spillage during connection and disconnection of hoses and during the transfer of fuel. The Contractor will likewise ensure that all equipment, tools and procedures used are in compliance with all applicable specification and regulations governing such operations.

In the event of leakage or spillage, it shall be the responsibility of the Contractor to perform immediate containment, clean up, disposal and restoration activities as necessary in accordance with applicable State of California laws and regulations and subject to the County's satisfaction. All material associated with such clean up shall be removed by the Contractor.

- 4.4 Service Rate: In the event that spillage or standing time was a delay caused by County an hourly service rate quoted herein shall include all costs for labor, tools, equipment, transportation, overhead, profit, travel time, and all other costs related to providing the services described in the scope of work; hourly service rates shall be prorated and billed to the nearest ¼ hour.

- 4.5 County may request service on County owned tank.

## **5. County Responsibilities**

- 5.1 County agencies/departments shall provide Contractor with a log that will include the following information:

Agency/ Department Name  
Agency Contact's Name & Number  
Agency /Department Location  
Number of fuel tanks; capacity/sizes; unit of measure & fuel site / delivery location

- 5.2 Ordering agencies/departments or participating government entities shall coordinate delivery schedules with Contractor and specify details of each delivery location's physical surroundings and/or limitations (i.e. Secured & remote locations; no loading dock; narrow, winding or unpaved roads). Depending on the agreed schedule with the agency/department or participating government entity, the Contractor is requested to deliver during off peak hours between 10 am to 4 pm.
- 5.3 County will work with Contractor on security clearance procedures that may be required for delivery drivers on high security facilities / locations.
- 5.4 If service for any County owned tank is required, the Contractor shall service the tank only at the County's request. Services shall be billed at the hourly rate according to Attachment C.

## 6. Security Requirements

- 6.1 The County operates several secured facilities: most notable are several Probation, Sheriff and Airport operated sites. Contractors and their employees who perform services in these facilities will be required to strict operation policies and may be required to pass a background check prior to their employment due to security requirements for certain facilities covered under this Contract. During performance of the work, especially at detention facilities, workers shall closely monitor all tools, equipment and other materials at all times. Workers shall have no contact verbal or physical, with any inmate of these facilities. These policies have been designed with the primary purpose of ensuring a safe and secure environment for all involved.
- 6.2 The Contractor will provide a list of all personnel/employees who will be directly performing tasks associated with the Contract. Contractor's personnel/employees providing service in a secured detention facility, a Probation facility or a Sheriff's facility will be expected to pass two (2) separate background checks performed by the Orange County Sheriff's Department and the Orange County Probation Department. No changes shall be authorized to the approved list without a request in writing submitted by the Contractor and approved by the County Site Coordinator. At no time will unauthorized Contractor employees perform any task associated with this Contract. If this occurs, the Contractor will be notified that they have not complied with the terms of this Contract and are subject to Contract termination. The list of all Personnel/Employees working on County projects shall be submitted prior to award of this Contract.
- 6.3 Contractor shall prepare and submit a Security Clearance form to the County Site Coordinator for all persons who will be working on or who will need access to secured facilities.
- 6.4 Security Clearance forms shall be submitted at least five (5) working days prior to the start of work or prior to the use of any person subsequent to the start of work.
- 6.5 Said Security Clearance forms shall be thoroughly and accurately complete. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
- 6.6 No person shall be employed on this work who has not received prior clearance from the Probation Department, Sheriff's Department or John Wayne Airport.
- 6.7 The County, John Wayne Airport, the Probation Department and the Sheriff's Department are not under any obligation to give a reason clearance is denied.
- 6.8 The Contractor shall be responsible to sign in with the County Site Coordinator or designee, as required. Upon arrival at any secure facility (e.g., JWA, Probation) the Contractor shall report to the Central Control Center (Control). Contractor personnel shall have no contact, either verbal or physical, with internees in secured detention facilities.
  - Specifically:
    - 6.8.1 Do not give names or addresses to internees.
    - 6.8.2 Do not receive any names or addresses from internees.
    - 6.8.3 Do not disclose the identity of any internee to anyone outside the facility.
    - 6.8.4 Do not give any materials to internees.
    - 6.8.5 Do not receive any materials from internees (including materials to be passed to another individual or internee).

*\*Failure to comply with these requirements is a criminal act and can result in prosecution.*

- 6.9 Any Contractor personnel/employee(s) engaged in the performance of work under this Contract shall be expected to pass the screening requirements and abide by all of the security requirements set forth by the Federal Aviation Administration (FAA) and the County of Orange.

*"The Federal Aviation Administration (FAA) approved security program for John Wayne Airport requires that each person issued a John Wayne Airport security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of the airport".*

All persons within the restricted air operation areas of the airport are required to display, on their person, a John Wayne Airport security badge, unless they are specifically exempted for reasons or they are under escort by a properly badge individual. Each airport employee or airport tenant employee who has been issued a John Wayne Airport security badge is responsible for challenging any individual who is not properly displaying an airport issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid John Wayne Airport security badge must immediately be referred to the Sheriff's Department Airport Detail Office for proper handling.

The John Wayne Airport security badge is the property of the County of Orange and must be returned upon termination of employment at John Wayne Airport. The loss of a badge shall be reported within twenty-four (24) hours to the Sheriff's Department Airport Dispatch Center (949) 252-5000. A report shall be made before a replacement badge will be issued.

- 6.10 All vehicles parked on-site shall be locked and thoroughly secured at all times.
- 6.11 All equipment and materials shall remain in the Contractor possession at all times and shall never be left unattended. All lost or misplaced equipment or materials shall be reported immediately to the (a) security staff or Control in secured detention facilities or (b) the escort or Control in Sheriff's facilities.
- 6.12 Personnel shall not smoke or use profanity or other inappropriate language while on-site.
- 6.13 Personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession.
- 6.14 Personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all equipment and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.
- 6.15 Contractor employee(s) shall be well-disposed to the public and County staff utilizing the facilities but shall be responsive only to the requests of the County Site Coordinator unless otherwise directed and shall direct all inquiries or requests to the County Site Coordinator.



## ATTACHMENT B

### Payment/Compensation

1. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods/services rendered. Invoices must be submitted to address indicated on the procurement documents provided by the individual agency/department. The invoice must have a unique number and must include the following information:
  - 1.1 Contractor's name and address;
  - 1.2 Contractor's remittance address if different from above;
  - 1.3 Contractor's Federal Tax I.D. Number;
  - 1.4 Name of County Agency/Department serviced;
  - 1.5 Service/delivery address;
  - 1.6 MA/DO/PO/CT Number;
  - 1.7 Date of services rendered;
  - 1.8 Fuel charges
  - 1.9 Additional Fees/Charges
  - 1.10 Service description, including number of hours or fraction thereof
  - 1.11 Surcharges and Taxes
  - 1.12 Total
2. **Payment Terms:**
  - 2.1 The Invoice is to be submitted in arrears to the user agency/department to the bill-to address or delivery location, unless otherwise directed in this Contract. Contractor shall reference the MA/DO/PO/CT number on invoice. Payment will be net 30 days after receipt of the invoice in a format acceptable to the County and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.
  - 2.2 Billing shall cover goods/services not previously invoiced. The Contractor shall reimburse the County for any monies paid to the Contractor for goods/services not provided or when goods/services do not meet the Contract requirements.
  - 2.3 Payments made by the County shall not preclude the right of the County from thereafter disputing any goods/services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods/services.

## ATTACHMENT C

### Pricing

#### 1. CARB #2 Diesel – clear, and CARB #2 Diesel – red:

- 1.1 Fuel prices shall be in accordance with the daily average rack/terminal price published in OPIS , PAD District 5 Los Angeles Rack Price Fuel prices per gallon shall be calculated using the following formula:

**OPIS PAD District 5 Los Angeles Regional Rack Price + adjustment differential =  
Price per gallon.**

- 1.2 The adjustment / differential (price shall remain firm for the entire term of the contract.

The Contractor is required to attach a copy of the OPIS report with each fuel invoice submitted to the County for payment. The OPIS report must correspond with the date fuel was provided to the County.

Gallons	Diesel – Clear Adjustment	Diesel – Red Adjustment
0 - 400	+0.15	+0.15
401 - 1,000	+0.12	+0.12
1,001 - 2,000	+0.06	+0.06
2,001 - 5,000	+0.05	+0.05
5,001 - 10,000	+0.04	+0.04
10,000 +	+0.01	+0.01

#### 2. Additional Fixed Fee Charges

- |   |   |
|---|---|
| 3.1 Emergency Delivery Fixed Fee Charge | \$ <u>100.00</u> /delivery  |
| 3.2 Standing Time/Demurrage Charge      | \$ <u>20.00</u> / Quarter of an hour<br>in excess of first initial hour |
| 3.3 Service Rate                        | \$ <u>85.00</u> /hour   |
| 3.4 Returnable Drum Deposit             | \$ <u>25.00</u> /each   |

**ORANGE COUNTY FIRE AUTHORITY  
SUBORDINATE AGREEMENT  
FOR UNLEADED FUEL SERVICES**

THIS SUBORDINATE AGREEMENT FOR UNLEADED FUEL SERVICES ("Subordinate Agreement") is made and entered into this 26<sup>th</sup> day of January, 2017 ("Effective Date"), by and between the Orange County Fire Authority, a California Joint Powers Authority ("OCFA"), and Merrimac Petroleum Inc., DBA Merrimac Energy Group ("Contractor"). OCFA and Contractor are sometimes hereinafter individually referred to as "Party" and collectively as the "Parties".

**Recitals**

WHEREAS, Contractor and the County of Orange ("County") entered that certain Regional Cooperative Agreement – Contract #MA-017-16011533 ("RCA"), which is attached hereto as Exhibit "1" and incorporated herein.

WHEREAS, the RCA's 5-year contract term commenced on August 1, 2016 and continues through July 31, 2021, unless otherwise terminated by County.

WHEREAS, the RCA provides for the execution of subordinate contracts by non-County public agencies whereby the terms, conditions, and pricing of the RCA shall be extended to such non-County public agencies.

WHEREAS, OCFA and Contractor desire to enter into this Subordinate Agreement in order to receive and provide, respectively, unleaded fuel services on the same terms, conditions, and pricing as stated in the RCA, and as further specified herein.

**Agreement**

NOW THEREFORE, OCFA and Contractor mutually agree as follows:

- 1. Scope of Work.** This Subordinate Agreement specifies the terms and conditions by which OCFA shall procure unleaded fuel services from Contractor, hereinafter referred to as "Services" as more fully detailed in the Scope of Work, attached hereto as Attachment "A".
- 2. Term.** This Subordinate Agreement shall commence on the Effective Date, and continue for a term of four years and six months through and including July 31, 2021, unless earlier terminated in accordance with Section 3 of this Subordinate Agreement.
- 3. Termination Prior to Expiration of Term.** OCFA reserves the right to terminate this Subordinate Agreement at any time, with or without cause, upon thirty (30) calendar days written notice to Contractor, except where continuation of the Services would constitute a danger to health, safety or general welfare, the period of notice shall be such shorter time as may be appropriate.
- 4. Compensation and Payment.** Contractor agrees to provide Services on an as-needed basis to OCFA at the fixed rates specified in the Fee and Compensation Schedule attached hereto as Attachment "B". In no event shall the total amount expended by OCFA annually under this Subordinate Agreement

exceed \$280,000. Contractor shall provide invoices for Services provided and receive payment for the same in accordance with the Payment Process and Terms attached hereto as Attachment "C."

## **5. Indemnification.**

**5.1 Contractor's Indemnification of OCFA.** To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense with legal counsel reasonably acceptable to OCFA), indemnify and hold the OCFA, its 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 Contractor, its officers, directors, employees, subconsultants, subcontractors, agents or invitees in connection with performance under this Subordinate Agreement, or in any manner arising out of, pertaining to, related to, or incident to an alleged breach of this Subordinate Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

Under no circumstances shall the insurance requirements and limits set forth in this Subordinate Agreement be construed to limit Contractor's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the OCFA, its 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.

**5.2 OCFA's Indemnification of County of Orange.** Pursuant to Section 3 of the RCA, OCFA shall indemnify and hold harmless the County of Orange from all claims, demand actions, or causes of actions of every kind arising out of, or in way connected with the use of the RCA.

## **6. Insurance.**

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

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

**6.2.1 Commercial General Liability Insurance.** Contractor shall obtain and maintain, in full force and effect throughout the term of this Subordinate Agreement, a policy of CGL Insurance written on an occurrence basis with limits of at least one million dollars (\$1,000,000.00) per occurrence, and two million dollars (\$2,000,000.00) aggregate. CGL insurance shall be provided on an occurrence-based coverage form; a "claims made" CGL policy is not acceptable. Defense costs shall be

paid in addition to the policy 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.

**6.2.2 Automobile Liability Insurance.** Contractor shall obtain and maintain, in full force and effect throughout the term of this Subordinate 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). Auto liability insurance shall be provided on an occurrence-based coverage form; a "claims made" auto liability policy is not acceptable. 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.

**6.2.3 Workers' Compensation Insurance.** Contractor shall obtain and maintain, in full force and effect throughout the term of this Subordinate 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. Contractor 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.

**6.2.3.1** If subconsultants or subcontractors are used, Contractor 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.

**6.2.3.2** Contractor and each of its subconsultants and subcontractors shall also maintain, in full force and effect throughout the term of this Subordinate 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 Subordinate Agreement creates an increased or decreased risk of loss to the OCFA, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the OCFA.

**6.3.1** Contractor 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 Contractor shall provide endorsements on forms approved by the OCFA to add the following provisions to the insurance policies:

**6.4.1 CGL and Automobile Liability Endorsements.** The policy or policies of insurance required by this Subordinate 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 Contractor, (4) contain any other exclusions contrary to this Subordinate 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 Automobile 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 Contractor'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, Contractor 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 Subordinate Agreement, Contractor certifies that it has – prior to execution of this Subordinate Agreement – confirmed that its insurance company will issue each of the endorsements required by this Subordinate Agreement. Contractor also certifies that it understands that "ACORD" Certificate of Liability Insurance forms will not be accepted in lieu of required endorsements.

**6.5 Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be approved in writing by the OCFA in advance. The decision whether to approve or withhold approval of a deductible or self-insured retention shall be made by the OCFA in the OCFA's sole and absolute discretion.

**6.6 Waiver of Subrogation.** All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the OCFA, its officials, officers, employees, agents and volunteers, or shall specifically allow Contractor or others providing

insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Contractor hereby agrees to waive its own right of 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 Contractor shall obtain from each subconsultant and subcontractor, and make available to OCFA upon request, written express waivers by each subconsultant and subcontractor of the right of subrogation against the OCFA, its officials, officers, employees, agents and volunteers, and policy endorsements of each of its subconsultants' and subcontractors' insurance policies waiving any rights of subrogation against the OCFA, its officials, officers, employees, agents and volunteers insurer. All such waivers and endorsements shall be obtained prior to commencement of any Services by each subconsultant or subcontractor.

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

**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 Subordinate 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, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the OCFA evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies meeting all requirements of this Subordinate 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 provisions contained in this Subordinate Agreement, or the extent to which Contractor may be held responsible for losses of any type or amount.

**6.9 Enforcement of Agreement (Non-Estoppel).** Contractor acknowledges and agrees that actual or alleged failure on the part of the OCFA to inform Contractor of any non-compliance with any of the insurance requirements set forth in this Subordinate 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 Contractor shall be responsible for causing each approved subconsultant and subcontractor to procure and maintain insurance in the same types and amounts required for Contractor, and in full compliance with the insurance requirements set forth in this Subordinate Agreement, except as otherwise authorized in writing by the Contract Manager.

**6.10.1 Delivery of Evidence of Subcontractor Insurance.** Upon request of OCFA, Contractor shall deliver to OCFA all certificates of insurance and endorsements required from subcontractors and subconsultants. (Note: Contractor's duty to obtain all required insurance for subcontractors and subconsultants required under this Subordinate 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 Contractor and its subconsultants and subcontractors, if any, pursuant to this Agreement:

**6.11.1** Contractor 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 Subordinate 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 Subordinate 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 commencement of Services. It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein and Contractor 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 Subordinate Agreement.

**6.11.5** Contractor agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the who are brought onto or involved in the Services by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with, 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** Contractor agrees to provide immediate written notice to OCFA of any claim, demand or loss arising out of the Services performed under this Subordinate Agreement and for any other claim, demand or loss which may reduce the insurance available to an amount less than required by this Subordinate Agreement.

**7. Contract Manager.** The Contract Manager shall be Rick Oborny, Fleet Services Manager. It shall be the Contractor's responsibility to keep the Contract Manager fully informed of the progress of the performance of the Services and Firm shall refer any decisions that must be made by OCFA to the Contract Manager. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Manager. The Contract Manager shall have authority to sign all documents on behalf of the OCFA required hereunder to carry out the terms of this Subordinate Agreement.

**8. Continuing Force and Effect of RCA.** Except as modified by this Subordinate Agreement, all terms and conditions of the RCA shall remain unchanged and in full force and effect. Contractor agrees to provide the Services to OCFA on the same terms and conditions as stated in the RCA and acknowledges that all obligations and duties owing to County by Contractor under the RCA and all representations and warranties afforded to County by Contractor under the RCA shall be binding on Contractor and inure to the benefit of OCFA. In the event of any conflict between the provisions of this Subordinate Agreement and the RCA, this Subordinate Agreement shall control.

**[Signature Page follows]**

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

**“OCFA”**

**ORANGE COUNTY FIRE AUTHORITY**

By: \_\_\_\_\_  
Name:  
Title:

**APPROVED AS TO FORM:**

Woodruff, Spradlin & Smart, APC

**ATTEST:**

By: \_\_\_\_\_  
David E. Kendig  
General Counsel

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

**“CONTRACTOR”**

**MERRIMAC PETROLEUM INC., DBA  
MERRIMAC ENERGY GROUP**

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Attachment "A"**

**SCOPE OF WORK**

## **ATTACHMENT A SCOPE OF WORK**

### **I. GENERAL INFORMATION**

The Orange County Fire Authority (OCFA) was formed on March 1, 1995, transitioning from the Orange County Fire Department to a Joint Powers Authority (JPA) as allowed by California State Government Code 6500 et seq. The OCFA is an independent organizational entity similar to a special district. The service area includes twenty-three member cities, the unincorporated areas of Orange County, California, including State and Federal Responsibility areas.

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

Contractor is to provide **Unleaded Fuel Services** to OCFA tanks located throughout the County of Orange at various facilities on an as needed basis and usage is not guaranteed. Service locations may be added or deleted and service hours modified at any given time. Contractor is required to provide this service upon request.

### **II. FUEL SPECIFICATIONS:**

- A. Fuel provided must meet Air Resources Board (ARB), "The California Reformulated Gasoline Regulations" Title 13, California Code of Regulations Sections 2250-2273.5 latest version / sub articles, and all inclusive amendments.
- B. Fuel provided must meet Reid Vapor Pressure (RVP) Requirements as required under California's Phase 2 Reformulated Gasoline (CaRFG2) & Phase 3 Reformulated Gasoline (CaRFG2).
- C. Fuel provided must comply with the requirements of American Society of Testing and Materials (ASTM) D4815 standard or latest version as verified by an independent lab of the OCFA's choosing.
- D. Regular Unleaded Gasoline shall have Minimum Octane Rating of 87 which shall be determined by using the R+M/2 method.
- E. Unleaded-Plus Gasoline shall have Minimum Octane Rating of 89 which shall be determined by using the R+M/2 method.
- F. Unleaded Premium Gasoline shall have Minimum Octane Rating of 91 which shall be determined by using the R+M/2 method.
- G. Only products of new manufacture or distillation will be accepted. No refined or reclaimed products will be accepted. All fuel/gasoline shall have a minimum shelf life of one (1) year.
- H. All products furnished shall conform to all Federal, State, Local, American Society of Testing & Materials (ASTM), Department of Transportation (DOT) and Air Resources Board (ARB) regulations for the handling and supply of unleaded fuel/gasoline.

### **III. CONTRACTOR RESPONSIBILITIES**

- A. Contractor shall possess all Federal, State and Local permits, licenses and approvals necessary to provide goods/services required in the Scope of Work. Any associated fees shall be the responsibility of the Contractor.
- B. Contractor shall provide all transitional interfacing and continual uninterrupted services at Contract

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DBA Merrimac Energy Group*

date.

- C. Contractor shall provide Safety Data Sheet (SDS) at time of fuel delivery as required by law.
- D. Contractor shall be held liable for any damage or criminal/civil citations which may occur as a result of any spills and/or accidents.
- E. Contractor's delivered product pricing shall be inclusive of all freight/unloading/handling and delivery charges.
- F. Contractor shall perform all deliveries and to act in a safe and professional manner, adhering to all applicable Federal, State, Local, American Society of Testing & Materials (ASTM), Department of Transportation (DOT), Air Resource Board (ARB) and any other new law, regulations for the handling and supply of unleaded fuel/gasoline.
- G. Contractor must commit to delivery as requested, at time stated on accepted orders.
- H. Contractor shall own or have available a fleet of trucks adequate to handle OCFA delivery needs that shall meet or exceed all industry standards. All vehicles utilized to service OCFA needs must be minimally equipped with a radio dispatch system or mobile telephone access and have the capability to provide a printed metered ticket at time of delivery. Awarded vendor shall be fully responsible to meet all OCFA needs/requirements, including insurance requirements.
- I. Contractor's delivery vehicles/trucks must comply with the California Air Resources Board approved/certified Phase II Vapor Recovery Equipment Requirements and any other applicable regulations. Proof of compliance shall be provided to OCFA upon request.
- J. Contractor's drivers/delivery crew shall be HAZMAT trained and certified in safety measures to prevent accidents endangering OCFA personnel and property.
- K. Contractor shall be responsible for obtaining fuel readings and managing load inventory as requested by OCFA to meet or exceed all State and local applicable laws and regulations.
- L. All fuel delivered to OCFA shall be temperature corrected to 60 degrees Fahrenheit and or as at the adequate and required temperature set by Federal, State, Local, American Society of Testing & Materials (ASTM), Department of Transportation (DOT), Air Resources Board (ARB) and/or any other mandated laws, regulations and ordinances.
- M. Contractor shall perform full delivery of fuel within two (2) business days after receipt of OCFA's order. Contractor shall provide a delivery metered ticket for each delivery of fuel; and the metered ticket must be signed and dated, and provided to the ordering agency at delivery.
- N. Contractor shall itemize all applicable Federal and California fuel surcharges, Federal and State Excise Tax, California State Sales Tax and/or any other applicable tax and fees as separate line items when invoicing.

#### **IV. ORDERING PROCESS AND DELIVERY**

##### **A. Ordering Process**

- 1. Contractor shall not request minimum orders or pattern of use; orders shall be placed as needed and at the convenience of OCFA. Usage quantities are approximate and shall not be interpreted as quantities ordered.
- 2. Contractor shall maintain, at Contractor's expense, a telephone answering system, which, at a minimum, provides eight (8) hours per day, five (5) days per week live coverage from the hours of 8:00 a.m. to 5:00 p.m. and an e-mail address to place all requests/orders, as well as a contact name and number for 24-hour access phone number for emergency situations.

Telephone No	562-427-6565
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E-Mail Address:	<a href="mailto:mhazelrigg@merrimacenergy.net">mhazelrigg@merrimacenergy.net</a>
Telephone No: (After Hours)	562-427-6565 ( 24 x 7)
E-Mail address (After Hours/Emergency):	<a href="mailto:mhazelrigg@merrimacenergy.net">mhazelrigg@merrimacenergy.net</a>

3. Contractor shall deliver all fuel orders in full and within two (2) calendar days after confirmation of receipt of OCFA's order (e.g. any orders submitted on Fridays shall be scheduled for Tuesday delivery, unless other arrangements are made by OCFA and Contractor's acceptance). OCFA may have different delivery schedules due to facility hours of operation but all non-emergency deliveries shall be done within regular business hours. Partial order deliveries may be accepted at the discretion and approval of OCFA and shall be billed accordingly.
4. If a partial order is delivered and accepted, Contractor shall bill only for the fuel delivered and Contractor shall be responsible to schedule the order balance within 24 hours or next business day. If next business day falls on a weekend or Holiday, Contractor shall be responsible to make a delivery, if required by OCFA, over the weekend or holiday at no extra cost to OCFA.
5. Contractor shall provide a delivery metered ticket for each fuel delivery, listing fuel order amount in gallons, location of facility and a brief description of product delivered. A delivery manual ticket will be accepted only when metered ticket is not available.
6. Contractor shall perform all work in accordance with accepted industry practice.
7. **Standing Time:** Contractor shall be responsible for all the time it takes Contractor to offload/transfer fuel from Contractor's fuel trucks to OCFA tanks at the various locations. The OCFA will not be charge any additional fees for standing time.
8. **Urgent Deliveries:**
  - a) OCFA may place urgent orders, which are defined as orders that require delivery within one (1) calendar day from order confirmation, including OCFA observed holidays and weekends.
  - b) Contractor shall be entitled to an Urgent Delivery flat fee and a separate "Urgent Delivery" invoice must accompany the regular fuel invoice for payment of the fee. Urgent delivery fees shall be billed at the rate set forth in Attachment B-Fees and Compensation.
  - c) The Intent of this Contract is for the use of unleaded fuel for daily operations; however, in an Emergency Event or Declared Disaster by the OCFA, Contractor shall service the OCFA during such an emergency under the same terms and conditions that apply during non-emergency/disaster conditions. This Contract may be subject to unusual usage. Emergency Events or Declared Disasters may be rare occurrences. Please refer to provision 35 for further information.

**V. SPILLAGE REQUIREMENT:** OCFA requires "zero leakage" standard for fuel transfer operations.

- A. OCFA requires "zero leakage" standard for fuel transfer operations. Contractor shall provide necessary equipment and proper training of delivery personnel to prevent spillage or minimize the chance of spillage during connection and disconnection of hoses and during the transfer of fuel to OCFA tanks. Contractor will ensure that all equipment, tools and procedures used are in compliance with all applicable regulations governing such operations and specifications of this Contract.
- B. In the event of leakage or spillage, Contractor shall be responsible to perform immediate containment, clean up, disposal and restoration activities as necessary in accordance with applicable State of California laws and regulations and subject to the OCFA satisfaction, at no extra cost to OCFA. All materials associated with such clean up shall be removed by the Contractor, at no

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additional cost to OCFA.

**VI. REPAIRS ON OCFA OWNED TANKS:**

- A. OCFA owned tanks may require repair services occasionally. Contractor shall service OCFA owned tanks only at OCFA's request at the rates set forth in Attachment B. All repairs must be authorized and approved in writing by OCFA staff.
- B. Contractor shall perform all repairs during normal business hours Monday thru Friday, unless other arrangements are made and approved by OCFA staff. Repairs after hours, weekends and holidays, are not authorized unless a written authorization is received from OCFA staff at the rates set forth in Attachment B.
- C. Contractor repair services shall meet or exceed all Federal, State, Local, American Society of Testing & Materials (ASTM), Department of Transportation (DOT), Air Resources Board (ARB) and/or any other California regulations/standards.
- D. Contractor hourly rate shall include all costs for labor, tools, equipment, transportation, overhead, profit, travel time, (excluding materials) and all other costs related to providing the services described in the scope of work; Hourly service rates shall be prorated and billed to the nearest hour, no minimum.
- E. Contractor shall provide a quote for all repair services, as per the rate set forth in Attachment B.
  - 1. Quote Process:
    - a) Quotes for repair services must be provided to each OCFA Project Manager and shall be specific to the repairs requested. Quote request must be provided within two (2) business days.
    - b) Invoices shall be submitted for reimbursement, plus material mark-up.
    - c) OCFA shall request quotes via e-mail and Contractor shall provide a breakdown of time and materials for each project as per the rates set forth in Attachment B.
    - d) Quotes shall be coordinated and approved by OCFA Project Manager.

**VII. OCFA RESPONSIBILITIES:**

- A. OCFA shall provide Contractor a Facilities Fuel Log that will include, but not limited to, the following information:
  - 1. Name
  - 2. Location
  - 3. OCFA Contact's Name & Number
  - 4. Number of fuel tanks; capacity/sizes; unit of measure & fuel site / delivery location, delivery date, amount delivered and amount left in tank.
- B. OCFA is required to track all deliveries on the Facilities Fuel Log and maintain logs throughout the term of the Contract.
- C. OCFA shall appoint a Project Manager to serve as the point of contact.

- D. OCFA Project Manager shall ensure Contractor has necessary access to service locations and facilities.
- E. OCFA shall be responsible for creating it's their own subordinate agreement against the County of Orange RCA and for amending the subordinate Contracts as facilities may be added or deleted and service hours may be increased or decreased at a given location at any time during the term of the Contract.
- F. Regarding delivery, the Subordinate Contract against this RCA will list OCFA's project manager, delivery and billing addresses directly with the Contractor.
- G. OCFA shall be responsible to keep a fuel record log that tracks fuel tanks at all times.
- H. The OCFA reserves the right to obtain competitive bids on any material or service and to utilize the data provided under this Contract relative to necessary materials and services.



**Attachment "B"**

**FEE AND COMPENSATION SCHEDULE**

## ATTACHMENT B

### FEES AND COMPENSATION

- I. Prices shall “not” include Federal and California fuel surcharges, Federal and State excise Tax and California State Sales Tax or any tax imposed by any regulatory agency. However all other fees/charges shall be inclusive in the “Adjustment +/- Differential”
- II. **Fuel Prices and Other Fees:** The prices under “adjustment +/- differential” shall be inclusive of all freight/unloading/handling and delivery charges to all OCFA locations or participating government entity locations, excluding all applicable Federal, State, Local and/or other applicable taxes.

The adjustment +/- differential (difference between the price and the daily OPIS price Los Angeles Rack Price without CAR cost reported by OPIS for Unbranded Fuel) shall remain firm for the entire term of the Contract.

Item No	Gallons	Regular Unleaded Gasoline, Minimum Octane Rating 87	Unleaded Plus Gasoline, Minimum Octane Rating 89	Unleaded Premium Gasoline, Minimum Octane
001	0 – 1,999 Gallons	+ 0.0722	+0.059	+0.044
002	2,000 –3,999 Gallons	+0.036	+0.011	+0.021
003	4,000 – 8,500 Gallons	(0.0691)	(0.0691)	(0.071)
004	*8,501 + Gallons	(0.0691)	(0.0699)	(0.087)

Item No	Additional Fees/Charges		Price
013	Urgent Delivery Fee – Fixed fee per Delivery		\$150.00
014	*Service Repair Rate – Per Hour	Regular Business Hours Rate (8:00 am to 5:00 pm - PST)	\$95.00
		After Hours Rate (5:01 pm to 7:59 am – PST)	\$125.00
		Weekend Rate	\$150.00
		Holiday Rate	\$175.00

\* Service rates herein shall include all costs for labor, tools, equipment, transportation, overhead, profit, travel time, and all other costs related to providing the services described in the scope of work; Hourly service rates shall be prorated and billed to the nearest ¼ hour, no minimum requirement is allowed. Parts shall be billed as per Section VIII, under Additional Materials/Parts/Products.

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**III. Additional Materials/Parts /Products**

Additional Materials/Parts/Products (i.e. valves, gages, etc.) cost will be reimbursed on the basis of actual invoice cost to the Contractor plus the percentage mark-up. A copy of the actual material purchase invoice for all items shall be included as an attachment with each invoice submitted to OCFA.

Item Description	Percentage (%)
Materials/Parts/Products - <i>Percentage Mark Up</i>	20 %

- IV. Compensation:** Price is based on the price published in OPIS (Oil Price Information Services) for unbranded fuel under PADD 5 (Petroleum Administration for Defense District) Los Angeles Regional Rack Price Report for the type/grade of fuel requested as provided in this Contract. The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder.

**V. OPIS Report instructions:**

Contractor shall submit a legible copy of the price published in OPIS (Oil Price Information Services) - Los Angeles Unbranded Rack Price without CAR Cost report, 10:00 AM (EST) with bid packet as part of Submittal #3-Fees and Compensation. Please highlight the UBD Rack Avg. price on the OPIS Report.

**Attachment "C"**

**PAYMENT PROCESS AND TERMS**

## ATTACHMENT C

### PAYMENT PROCESS AND TERMS

#### I. INVOICE/PAYMENT INSTRUCTIONS:

- A. **Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for services rendered. Invoices must be submitted to address indicated on the Subordinate Contract created by OCFA. The invoice must have a unique number and must include the following information:

- a) Contractor's name and address;
- b) Contractor's remittance address;
- c) Contractor's Federal Tax I.D. Number;
- d) Service address;
- e) Blanket Order Contract Number (BO)
- f) Date of services rendered;
- g) Service description
- h) Fuel charges
- i) Additional Fee charges
- j) Sales Tax, if applicable
- k) Total

Invoices shall cover services not previously invoiced and submitted coincidentally with Contractor's payroll period. Payments made by the OCFA shall not preclude the right of OCFA from thereafter disputing any items or services involved or billed under the Subordinate Contract, and shall not be construed as acceptance of any part of the services.

- B. **Payment Process:** For purposes of payment processing, invoiced prices are to be the daily unbranded "average" price published in the OPIS PAD District 5 Report for the Los Angeles, California Area +/- Contractor's quoted adjustment/differential. All invoices must show the Contract pricing formula:

OPIS PAD District 5 Los Angeles Regional Rack Price +/- Adjustment/Differential =  
Total Price per Gallon.

- C. Contractor is also required to attach a copy of the OPIS Report in each fuel invoice for the OCFA to verify legitimacy of the per gallon price on the fueling date.

#### II. **PAYMENT TERMS:**

- A. The Invoice is to be submitted in arrears to the OCFA bill to address, unless otherwise directed in this Contract. Contractor shall reference Blanket Order Contract number on invoice. Payment will be net 30 days after receipt of the invoice in a format acceptable to the OCFA and verified and approved by the OCFA Project Manager and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services not previously invoiced. The Contractor shall reimburse the OCFA for any monies paid to the Contractor for services not provided or when services do not meet the Contract requirements.

Payments made by the OCFA shall not preclude the right of the OCFA from thereafter disputing any services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

**Exhibit "1"**

**COOPERATIVE AGREEMENT  
#MA-017-16011533**



# COUNTY OF ORANGE

## MASTER AGREEMENT

### COUNTY PROCUREMENT OFFICE

FOR INTERNAL COUNTY USE  
ONLY. THIS IS NOT A LEGAL  
DOCUMENT. DO NOT  
DISTRIBUTE TO VENDOR.

#### CONTRACT INFORMATION

**MASTER AGREEMENT NUMBER: MA-017-16011533**

**NOT TO EXCEED AMOUNT: \$999,999,999.00**

Begin Date: 08/01/2016  
Expiration Date: 07/31/2021  
Board-Award Date:  
Board Award Number:  
Modification Date: 06/30/2016  
Contract Type: Service  
Cited Authority: DPA: Contract Policy Manual Thresholds Allow

Record Date: 06/30/2016  
Procurement Folder: C010003  
Procurement Type: Request for Bids - RFB  
Replaces Award Document:  
Replaced by Award Document:  
Version Number: 1

#### COUNTY CONTACTS

**REQUESTOR:**  
KARI TUNE  
714-834-6829

**ISSUER:**  
YARIDA GUZMAN

yarida.guzman@ocgov.com

**BUYER:**  
YARIDA GUZMAN

yarida.guzman@ocgov.com

#### CONTRACT DESCRIPTION

##### RCA - UNLEADED FUEL SERVICES

THIS IS A COMPETITIVELY BID REGIONAL COOPERATIVE AGREEMENT (RCA) FOR UNLEADED FUEL SERVICES. THIS CONTRACT IS AVAILABLE FOR USE IN ACCORDANCE WITH THE ATTACHED PRICING, SCOPE OF WORK, TERMS AND CONDITIONS. OTHER PUBLIC ENTITIES, UTILIZING THIS AGREEMENT, SHOULD MAKE THEIR OWN DETERMINATION WHETHER THIS RCA CONTRACT IS CONSISTENT WITH THEIR PROCUREMENT POLICIES AND REGULATIONS.

##### RCA CONTRACT USAGE INSTRUCTIONS:

COUNTY DEPUTY PURCHASING AGENTS (DPA'S) ARE REQUIRED TO: 1) ISSUE A "SUBORDINATE AGREEMENT" AND OBTAIN VENDOR SIGNATURES FOR ALL SERVICES; 2) AGENCIES/DEPARTMENTS MAY ISSUE MA-DO, CT, OR PO (FOR ONE-TIME PURCHASE ONLY) REFERENCE THE RCA NUMBER IN THE "EXTENDED DESCRIPTION" TEXT FIELD OF THE CAPS+ DOCUMENT; 3) IN THE HEADER OF THE CAPS+ PAGE, IN THE REPORTING SECTION, REPORTING 2 FIELD, SELECT 16011533 TO INDICATE UNLEADED FUEL SERVICES; 4) PROVIDE SERVICE LOCATION(S) AND 5) INVOICING INSTRUCTIONS TO THE VENDOR.

COUNTY FACILITIES ARE REQUIRED TO KEEP A FACILITIES FUEL LOG

RX #1147334

#### VENDOR INFORMATION

##### Name /Address:

VC0000016731: MERRIMAC PETROLEUM INC  
DBA MERRIMAC ENERGY GROUP  
1240 E WARDLOW RD

LONG BEACH, CA 90807-4833

##### Contact:

MARY C HAZELRIGG  
562-427-6565  
MHAZELRIGG@MERRIMACENERGY.NET

#### COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Tax Amount	Line Total
1	0.00		\$0.00	\$0.00			\$0.00	\$0.00	\$0.00

Commodity Code: 40500 - FUEL, OIL, GREASE AND LUBRICANTS  
FUEL, OIL, GREASE AND LUBRICANTS

#### AUTHORIZED FUNDING SOURCES

Department	No Limit	Spending Limit
017 - COUNTY EXECUTIVE OFFICE	YES	\$0.00

#### APPROVALS

Date	Approver	Approval Level	Status Before	Status After
06/30/2016 07:29:58 AM	tune.kari1	4	Pending	Approved

**CONTRACT HISTORY  
MA-017-16011533  
UNLEADED FUEL SERVICES**

**VENDOR CONTACT INFORMATION:**

**WHEN PLACING ORDERS, PLEASE E-MAIL ALL THREE (3) CONTACTS LISTED BELOW.**

ACCOUNT REP: BRUCE MAINOR (ORDERS, DISPATCH, AND DELIVERY QUESTIONS)  
PHONE: 562-427-6565  
CELL: 310-940-7543  
FAX: 562-427-6556  
EMAIL: [BMAINOR@MERRIMACENERGY.NET](mailto:BMAINOR@MERRIMACENERGY.NET)

GEN ACCOUNTS: EVAN PETERS (SALES, SCHEDULING, FOLLOW-UPS)  
PHONE: 562-427-6565  
CELL: 530-230-7337  
FAX: 562-427-6556  
EMAIL: [EPETERS@MERRIMACENERGY.NET](mailto:EPETERS@MERRIMACENERGY.NET)

PRESIDENT: MARY HAZELRIGG (PRESIDENT, OVERSEES CONTRACTS)  
PHONE: 562-427-6565  
CELL: 310-714-3636  
FAX: 562-427-6556  
EMAIL: [MHAZELRIGG@MERRIMACENERGY.NET](mailto:MHAZELRIGG@MERRIMACENERGY.NET)

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ACCOUNTING: WENDY REYNOLDS (INVOICES)  
PHONE: 562-427-6565  
FAX: 562-427-6556  
EMAIL: [WREYNOLDS@MERRIMACENERGY.NET](mailto:WREYNOLDS@MERRIMACENERGY.NET)

**COUNTY PROCUREMENT OFFICE CONTACT:**

DPA: YARIDA GUZMAN  
PHONE: 714-567-7368  
FAX: 714-567-7307  
EMAIL: [YARIDA.GUZMAN@OCGOV.COM](mailto:YARIDA.GUZMAN@OCGOV.COM)

**CONTRACT TERM SUMMARY:**

MA-017-16011533 08/01/2016 THROUGH 07/31/2021

**VERSION 1**

ORIGINAL CONTRACT  
IFB/SOQ/RFP/COOP – IFB 017-C010003-YG2  
RQL #1147334  
Y GUZMAN, 06/23/2016





**REGIONAL COOPERATIVE AGREEMENT (RCA)  
CONTRACT NUMBER MA-017-16011533**

**BETWEEN**

**COUNTY EXECUTIVE OFFICE/COUNTY PROCUREMENT OFFICE SERVICES**

**AND**

**MERRIMAC PETROLEUM INC DBA MERRIMAC ENERGY GROUP  
FOR UNLEADED FUEL SERVICES**

This Agreement, hereinafter referred to as "Contract", is made and entered into upon execution of all necessary signatures between the County of Orange, hereinafter "County" and **Merrimac Petroleum Inc., DBA Merrimac Energy Group** with a place of business at 1240 E. Wardlow Road, Long Beach, CA 90807, hereinafter referred to as "Contractor", which are sometimes individually referred to as "Party" or collectively referred to as "Parties";

**RECITALS**

**WHEREAS**, Contractor responded to an Invitation for Bid (IFB), for **Unleaded Fuel Services** and represented that its proposed services shall meet or exceed the requirements and specifications of the IFB; and

**WHEREAS**, the Contractor is willing and able to provide **Unleaded Fuel Services** as specified in this Contract; and

**NOW, THEREFORE**, the Parties mutually agree as follows:

**ARTICLES**

**General Terms and Conditions:**

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
- B. **Entire Contract:** This Contract, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or his designee, hereinafter "Purchasing Agent."
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.

- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over-shipments and under-shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by County: 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in paragraph HH" below, and as more fully described in paragraph "HH," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third Party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "HH" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- I. **Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of

contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.

- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
- N. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- O. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
- P. **Insurance Provisions:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a zero (0) by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management upon review of Contractor's current audited financial report.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

### **Qualified Insurer**

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the State of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<b>Coverage</b>	<b>Minimum Limits</b>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence

### **Required Coverage Forms**

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

### **Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees and agents as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

**Certificate Holder Information:** The County of Orange has contracted with Ebix RCS to monitor insurance certificates and endorsements for compliance with the above requirements. Upon initial award of a Contract, the certificate(s) and endorsement(s) should be forwarded to the agency/department address listed on the solicitation. The County will forward these documents to Ebix RCS on your behalf. Ebix RCS may contact you to advise you of deficiencies and request corrected documents. Please cooperate with their request for information or corrections in order for the County to continue your Contract through the expiration date.

- Q. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "HH" below, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- S. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.
- T. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to

County within thirty-six (36) hours of the start of the delay and Contractor avails himself of any available remedies.

- U. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- V. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "HH" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnities harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- W. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- X. **Pricing:** The Contract bid price shall include full compensation for providing all required goods/services in accordance with required specifications, or services as specified herein or when applicable, in the scope of work attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
- Y. **Intentionally Left Blank.**
- Z. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- AA. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. **Severability:** If any term, covenant, condition, or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- CC. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.
- EE. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this

Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.

- FF. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- GG. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees, consultants and sub-contractors performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employee, consultants and subcontractors for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- HH. **Indemnification Provisions:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.
- II. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's project manager.

**Additional Terms and Conditions:**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure goods/services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as all Attachments.
2. **Contract Term:** The term of this Contract shall commence on **August 1, 2016** upon approval by the County and execution of all necessary signatures and continue to be in effect for five (5) years term through July 31, 2021, unless otherwise terminated by County. This Contract is non-renewable, by mutual written agreement of both Parties. The County does not have to give reason if it elects not to renew.
3. **Regional Cooperative Agreement:** Regional Cooperative Agreements (RCA) awarded by the County of Orange are intended to be used as cooperative agreements against which individual subordinate Contracts may be executed by participating County departments and non-County public entities during the effective dates outlined herein. The RCA terms, conditions, and pricing shall be extended to all subordinate Contracts issued in accordance with the RCA. Subordinate Contracts shall be in full force and effect through their agreed upon termination date, unless otherwise terminated by the agency/department. County departments and non-County public entities shall issue subordinate Contracts in their own names, and be solely responsible for all payment requirements. Contractor shall ensure that all subordinate Contracts with non-County public agencies contain an indemnification clause in which the non-County agency indemnifies and holds harmless the County of Orange from all claims, demand actions, or causes of actions of every kind arising out of, or in any way connected with the use of County issued cooperative agreements. Failure to meet this requirement shall be considered a material breach of this RCA and grounds for immediate Contract termination.
4. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at prices listed in the Contract, regardless of quantity requested.
5. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
6. **Fiscal Appropriations:** This Contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this Contract. If such appropriations are not approved, the Contract will be terminated without penalty to the County.
7. **Adjustments – Scope of Work:** No adjustments made to the scope of work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
8. **Amendments – Changes/Extra Work:** The Contractor shall make no changes to this agreement without the County's written consent. In the event that there are new or unforeseen requirements, the County with the Contractor's concurrence has the discretion to request official changes at any time without changing the intent of this agreement.



If County-initiated changes or changes in laws or government regulations affect price, the Contractor's ability to deliver services, or the project schedule, the Contractor shall give the County written notice no later than seven calendar days from the date the law or regulation went into effect or the date the change was proposed by the County and the Contractor was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County-assigned buyer, shall require the mutual consent of all Parties, and may be subject to approval by the County Board of Supervisors. Nothing herein shall prohibit the Contractor from proceeding with the work as set forth in this Contract.

9. **Americans with Disabilities Act (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.
10. **Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.
11. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - a. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
  - b. Discontinue payment to the contractor for and during the period in which the Contractor is in breach; and
  - c. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
12. **Cal-OSHA Vehicle Regulation:** All vehicles must meet California Motor Vehicle and Cal-OSHA regulations and all other applicable codes required for vehicle use on the roads or highways in the state of California.
13. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
14. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work and the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

15. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and relatives; sub-tier Contractors; and third Parties associated with accomplishing work and services hereunder. The contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.
16. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
17. **Conflict with Existing Law:** The Contractor and the County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either Party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with interests of both Parties to the maximum extent reasonable.
18. **Contingent Fees:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the Contractor or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- For breach or violation of this warranty, the County shall have the right to terminate this Contract in accordance with the termination clause and at its sole discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from Contractor.
19. **Contractor Bankruptcy/Insolvency:** If the Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the Contractor’s insolvency, the County may terminate the Contract.
20. **Contractor – Change in Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor’s business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor’s duties and obligations contained in this Contract and complete them to the satisfaction of County.
21. **Contractor’s Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
22. **Contractor Personnel – Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract. Contractor’s employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
23. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a project manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This project manager shall be subject to approval by the County and shall not be changed without the

written consent of the County's project manager, which consent shall not be unreasonably withheld.

The Contractor's project manager and key personnel shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the Contractor's project manager.

24. **Contractor Work Hours and Safety Standards:** The Contractor shall ensure compliance with all safety and hourly requirements for employees in accordance with federal, state and County's safety regulations and laws.

25. **Contractor Personnel-Uniform/Badges/Identification:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by the Contractor and must be worn at all times while working on County property. The assigned buyer must be notified in writing, within seven days of notification of award of Contract of the uniform and /or badges and/or other notification to be worn by employees prior to beginning work and notified in writing seven days prior to any changes in this procedure.

26. **Contractor's Power and Authority:** The Contractor warrants that it has the full power and authority to grant the rights herein granted and will hold the County hereunder harmless from and against any loss, cost, liability and expense, including reasonable attorney fees, arising out of any breach of this warranty. Further, the Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the County under this Contract.

27. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three years after final payment is received from the County. Storage of records in another County will require written approval from the County of Orange assigned DPA.

28. **Cost/Price Data:** At all times during and following the period of Contract performance, the County may require Contractor to furnish such cost and pricing data as the County deems necessary to assess the reasonableness of Contract pricing, including the reasonableness of changes. Contractor agrees to maintain such records for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated under this Contract or by law.

29. **County Of Orange Child Support Enforcement [Within Ten (10) Days Of Notification Of Selection For Award Of Contract]:** In order to comply with the child support enforcement requirements of the County of Orange, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the Contract administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:

- a. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;
- b. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;
- c. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and

- d. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the Contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another Contractor. In the event a Contract has been issued, failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract.

- 30. **Debarment:** Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with their bid. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the bid being deemed non-responsible.
- 31. **Default – Reprocurement Costs:** In case of default by Contractor, the County of Orange may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
- 32. **Delivery Location – No Loading Dock:** Delivery locations may not have loading docks. The Contractor is required to make all necessary arrangements for lift trucks or other means necessary to complete delivery. Inside delivery to secured facilities may be required.
- 33. **Disputes - Contract:**
  - A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's project manager and the County's project manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:
    - 1. The Contractor shall submit to the agency/department assigned buyer a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
    - 2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
  - B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. The County's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences action in a court of competent jurisdiction to contest such decision within 90 days following the date of the County's final decision or one year following the accrual of the cause of action, whichever is later.

34. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
  - b. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
    - i. The dangers of drug abuse in the workplace;
    - ii. The organization's policy of maintaining a drug-free workplace;
    - iii. Any available counseling, rehabilitation and employee assistance programs; and
    - iv. Penalties that may be imposed upon employees for drug abuse violations.
  - c. Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:
    - i. Will receive a copy of the company's drug-free policy statement; and
    - ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County Contracts if the County determines that any of the following has occurred:

- a. The Contractor has made false certification, or

The Contractor violates the certification by failing to carry out the requirements as noted above.

35. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.
36. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11426 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of

California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

37. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

38. **Hazardous Conditions:** Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall provide flagmen and furnish, erect and maintain control devices as are necessary to prevent accidents or damage or injury to the public at Contractor's expense and without cost to the County. The Contractor shall comply with County directives regarding potential hazards.

Emergency lights and traffic cones must also be readily available at all times and must be used in any hazardous condition. Emergency traffic cones must be placed in front of and behind vehicles to warn oncoming traffic.

Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in Chapter 5 of the current traffic manual, Traffic Control for Construction and Maintenance Work Zones, published by the state of California Department of Transportation.

39. **Interpretation of Contract:** In the event of a conflict or question involving the provisions of any part of this Contract, interpretation and clarification as necessary shall be determined by the County's assigned buyer. If disagreement exists between the Contractor and the County's assigned buyer in interpreting the provision(s), final interpretation and clarification shall be determined by the County's Purchasing Agent or his designee.

40. **Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person for influencing or

attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal Contract, continuation, renewal, amendment, or modification of any federal Contract, grant, loan, or cooperative agreement.

41. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this agreement without first obtaining review and written approval of said news releases from the County through the County's project manager.
42. **Nondiscrimination – Statement of Compliance:** The Contractor's signature affixed hereon and dated shall constitute a certification under penalty of perjury under the laws of the state of California that the Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12900 (a-f) and Title 2, California Code of Regulations, Section 8103.
43. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

For Contractor: Merrimac Petroleum Inc.  
DBA Merrimac Energy Group  
1240 E. Wardlow Road  
Long Beach, CA 90807  
Attn: Mary C. Hazelrigg  
Phone: (562) 427-6565

For County: County of Orange  
County Procurement Office  
1300 S. Grand Ave., Bldg. A, 2nd Floor  
Santa Ana, CA 92705  
Attn: Yarida Guzman, Deputy Purchasing Agent  
Phone: (714) 567-7368

44. **Orders:** The Contractor shall receive written or verbal requests from individual County agencies/ departments on an as-needed basis for items on this Contract, subject to the terms, conditions, and pricing listed herein.
45. **Order Confirmation by Contractor:** The Contractor shall be responsible for confirming specifications, quantities, and pricing with the contracting agency/department contact person prior to order entry/delivery.
46. **Order Dates:** Orders may be placed during the term of the Contract even if delivery may not be made until after the term of the Contract. Order dates take precedence over delivery dates. The Contractor must clearly identify the order date on all invoices to County.
47. **Parking for Delivery Services:** The County of Orange will not provide free parking for delivery services.

48. **Payment Authorization – Partial:** Partial payments are authorized for partial shipments with signature approval from the receiving agency/department.
49. **Precedence:** The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the articles of this Contract, and then the exhibits and attachments
50. **Price Increase/Decrease:** No price increases will be permitted during the first period of the price agreement. All price decreases will automatically be extended to the County of Orange. The County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
51. **Project Manager, County:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.
- The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar days after written notice by the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld.
52. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.
53. **State Funds – Audits:** When and if state funds are used in whole or part to pay for the goods and/or services under this Contract, the Contractor agrees to allow the Contractor's financial records to be audited by auditors from the state of California, the County of Orange, or a private auditing firm hired by the state or the County. The County or state shall provide reasonable notice of such audit.
54. **Sub-Contracting:** No performance of this Contract or any portion thereof may be assigned or subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to assign or subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.
- In the event that the Contractor is authorized by the County to subcontract, this Contract shall prevail and the terms of the subcontract shall incorporate by reference and not conflict with the terms of this Contract. In the manner in which the County expects to receive services, the County shall look to the Contractor for performance and not deal directly with any subcontractor. All matters related to this Contract shall be handled by the Contractor with the County; the County will have no direct contact with the subcontractor in matters related to the performance of this Contract. All work must meet the approval of the County of Orange.



55. **Substitutions:** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.
56. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
57. **Transportation Charges:** Prices quoted shall include transportation charges governed by the minimum rate tariff established by the Public Utilities Commission (PUC) of the state of California. Should the prices be affected by any action of the PUC, the County of Orange will, with 30-day notice and submission of proper evidence thereof by the Contractor, make the necessary price adjustment during the term of this Contract.
58. **Usage Reports – Annual:** The Contractor shall submit usage reports on an annual basis to the assigned buyer of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the Contract term, or any subsequent renewal term, if applicable.
59. **Validity:** The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.
60. **Waivers - Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

~SIGNATURE PAGE FOLLOWS~

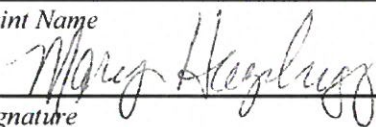
### CONTRACT SIGNATURE PAGE

Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

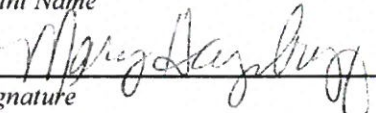
#### MERRIMAC PETROLEUM INC DBA MERRIMAC ENERGY GROUP

*\*If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.*

*In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.*

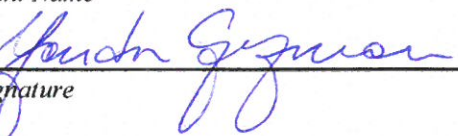
Mary Hazelrigg	President
_____ Print Name	_____ Title
	June 20, 2016
_____ Signature	_____ Date

*\*The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.*

Mary Hazelrigg	Secretary and Chief Financial Officer
_____ Print Name	_____ Title
	June 20, 2016
_____ Signature	_____ Date

\*\*\*\*\*

#### COUNTY OF ORANGE, a political subdivision of the State of California

Yarida Guzman	Deputy Purchasing Agent
_____ Print Name	_____ Title
	June 20, 2016
_____ Signature	_____ Date

## **ATTACHMENT A SCOPE OF WORK**

### **I. GENERAL INFORMATION**

The County of Orange is comprised of 24 Agencies and over 17,500 employees located throughout the County. The County's core businesses are public safety, public works, construction management, public health, environmental protection, regional planning, public assistance, social services and aviation.

Contractor is to provide **Unleaded Fuel Services** to County owned tanks located throughout the County of Orange various facilities on an as needed basis and usage is not guaranteed. Service locations may be added or deleted and service hours modified at any given time. Contractor is required to provide this service upon request by any County agency/department and participating government entity.

### **II. FUEL SPECIFICATIONS:**

- A. Fuel provided must meet Air Resources Board (ARB), "The California Reformulated Gasoline Regulations" Title 13, California Code of Regulations Sections 2250-2273.5 latest version / sub articles, and all inclusive amendments.
- B. Fuel provided must meet Reid Vapor Pressure (RVP) Requirements as required under California's Phase 2 Reformulated Gasoline (CaRFG2) & Phase 3 Reformulated Gasoline (CaRFG2).
- C. Fuel provided must comply with the requirements of American Society of Testing and Materials (ASTM) D4815 standard or latest version as verified by an independent lab of the County's choosing.
- D. Regular Unleaded Gasoline shall have Minimum Octane Rating of 87 which shall be determined by using the R+M/2 method.
- E. Unleaded-Plus Gasoline shall have Minimum Octane Rating of 89 which shall be determined by using the R+M/2 method.
- F. Unleaded Premium Gasoline shall have Minimum Octane Rating of 91 which shall be determined by using the R+M/2 method.
- G. Only products of new manufacture or distillation will be accepted. No refined or reclaimed products will be accepted. All fuel/gasoline shall have a minimum shelf life of one (1) year.
- H. All products furnished shall conform to all Federal, State, Local, American Society of Testing & Materials (ASTM), Department of Transportation (DOT) and Air Resources Board (ARB) regulations for the handling and supply of unleaded fuel/gasoline.

### **III. CONTRACTOR RESPONSIBILITIES**

- A. Contractor shall possess all Federal, State and Local permits, licenses and approvals necessary to provide goods/services required in the Scope of Work. Any associated fees shall be the responsibility of the Contractor.
- B. Contractor shall provide all transitional interfacing and continual uninterrupted services at Contract date.
- C. Contractor shall provide Safety Data Sheet (SDS) at time of fuel delivery as required by law.
- D. Contractor shall be held liable for any damage or criminal/civil citations which may occur as a result of any spills and/or accidents.

- E. Contractor's delivered product pricing shall be inclusive of all freight/unloading/handling and delivery charges.
- F. Contractor shall perform all deliveries and to act in a safe and professional manner, adhering to all applicable Federal, State, Local, American Society of Testing & Materials (ASTM), Department of Transportation (DOT), Air Resource Board (ARB) and any other new law, regulations for the handling and supply of unleaded fuel/gasoline.
- G. Contractor must commit to delivery as requested, at time stated on accepted orders.
- H. Contractor shall own or have available a fleet of trucks adequate to handle County delivery needs that shall meet or exceed all industry standards. All vehicles utilized to service County needs must be minimally equipped with a radio dispatch system or mobile telephone access and have the capability to provide a printed metered ticket at time of delivery. Awarded vendor shall be fully responsible to meet all County needs/requirements, including insurance requirements.
- I. Contractor's delivery vehicles/trucks must comply with the California Air Resources Board approved/certified Phase II Vapor Recovery Equipment Requirements and any other applicable regulations. Proof of compliance shall be provided to the County upon request.
- J. Contractor's drivers/delivery crew shall be HAZMAT trained and certified in safety measures to prevent accidents endangering County personnel and property.
- K. Contractor shall be responsible for obtaining fuel readings and managing load inventory as requested by County to meet or exceed all State and local applicable laws and regulations.
- L. All fuel delivered to the County shall be temperature corrected to 60 degrees Fahrenheit and or as at the adequate and required temperature set by Federal, State, Local, American Society of Testing & Materials (ASTM), Department of Transportation (DOT), Air Resources Board (ARB) and/or any other mandated laws, regulations and ordinances.
- M. Contractor shall perform full delivery of fuel within two (2) business days after receipt of agency/department's order. Contractor shall provide a delivery metered ticket for each delivery of fuel; and the metered ticket must be signed and dated, and provided to the ordering agency at delivery.
- N. Contractor shall itemize all applicable Federal and California fuel surcharges, Federal and State Excise Tax, California State Sales Tax and/or any other applicable tax and fees as separate line items when invoicing.

#### **IV. ORDERING PROCESS AND DELIVERY**

##### **A. Ordering Process**

- 1. Contractor shall not request minimum orders or pattern of use; orders shall be placed as needed and at the convenience of the using Agency/Department. Usage quantities are approximate and shall not be interpreted as quantities ordered.
- 2. Contractor shall maintain, at Contractor's expense, a telephone answering system, which, at a minimum, provides eight (8) hours per day, five (5) days per week live coverage from the hours of 8:00 a.m. to 5:00 p.m. and an e-mail address to place all requests/orders, as well as a contact name and number for 24-hour access phone number for emergency situations.

Telephone No	562-427-6565
E-Mail Address:	<a href="mailto:mhazelrigg@merrimacenergy.net">mhazelrigg@merrimacenergy.net</a>
Telephone No: (After Hours)	562-427-6565 ( 24 x 7)
E-Mail address (After Hours/Emergency):	<a href="mailto:mhazelrigg@merrimacenergy.net">mhazelrigg@merrimacenergy.net</a>

3. Contractor shall deliver all fuel orders in full and within two (2) calendar days after confirmation of receipt of agency/department's order (e.g. any orders submitted on Fridays shall be scheduled for Tuesday delivery, unless other arrangements are made by each Agency and Contractor's acceptance). Each Agency/Department may have different delivery schedules due to facility hours of operation but all non-emergency deliveries shall be done within regular business hours. Partial order deliveries may be accepted at the discretion and approval of each Agency/Department and shall be billed accordingly.
4. If a partial order is delivered and accepted, Contractor shall bill only for the fuel delivered and Contractor shall be responsible to schedule the order balance within 24 hours or next business day. If next business day falls on a weekend or Holiday, Contractor shall be responsible to make a delivery, if required by County, over the weekend or holiday at no extra cost to County.
5. County may place an order for more than 8,501 gallons to accommodate 10,000 Gallon tanks or larger. This order may require more than one (1) truck load and shall be coordinated with the ordering Agency/Department and billed accordingly.
6. Contractor shall provide a delivery metered ticket for each fuel delivery, listing fuel order amount in gallons, location of facility and a brief description of product delivered. A delivery manual ticket will be accepted only when metered ticket is not available.
7. Contractor shall perform all work in accordance with accepted industry practice.
8. **Standing Time:** Contractor shall be responsible for all the time it takes Contractor to offload/transfer fuel from Contractor's fuel trucks to County tanks at the various locations. The County will not be charge any additional fees for standing time.
9. **Urgent Deliveries:**
  - a) County may place urgent orders, which are defined as orders that require delivery within one (1) calendar day from order confirmation, including County observed holidays and weekends.
  - b) Contractor shall be entitled to an Urgent Delivery flat fee and a separate "Urgent Delivery" invoice must accompany the regular fuel invoice for payment of the fee. Urgent delivery fees shall be billed at the rate set for the in Attachment B-Fees and Compensation.
  - c) The Intent of this Contract is for the use of unleaded fuel for daily operations; however, in an Emergency Event or Declared Disaster by the County, Contractor shall service the County during such an emergency under the same terms and conditions that apply during non-emergency/disaster conditions. This Contract may be subject to unusual usage. Emergency Events or Declared Disasters may be rare occurrences. Please refer to provision 35 for further information.

V. **SPILLAGE REQUIREMENT:** County requires "zero leakage" standard for fuel transfer operations.

- A. County requires "zero leakage" standard for fuel transfer operations. Contractor shall provide necessary equipment and proper training of delivery personnel to prevent spillage or minimize the chance of spillage during connection and disconnection of hoses and during the transfer of fuel to County tanks. Contractor will ensure that all equipment, tools and procedures used are in compliance with all applicable regulations governing such operations and specifications of this Contract.
- B. In the event of leakage or spillage, Contractor shall be responsible to perform immediate containment, clean up, disposal and restoration activities as necessary in accordance with applicable State of California laws and regulations and subject to the County's satisfaction, at no

extra cost to County. All materials associated with such clean up shall be removed by the Contractor, at no additional cost to County.

**VI. REPAIRS ON COUNTY OWNED TANKS:**

- A. County owned tanks may require repair services occasionally. Contractor shall service County owned tanks only at County's request at the rates set forth in Attachment B. All repairs must be authorized and approved in writing by County staff.
- B. Contractor shall perform all repairs during normal business hours Monday thru Friday, unless other arrangements are made and approved by County staff. Repairs after hours, weekends and holidays, are not authorized unless a written authorization is received from County staff at the rates set forth in Attachment B.
- C. Contractor repair services shall meet or exceed all Federal, State, Local, American Society of Testing & Materials (ASTM), Department of Transportation (DOT), Air Resources Board (ARB) and/or any other California regulations/standards.
- D. Contractor hourly rate shall include all costs for labor, tools, equipment, transportation, overhead, profit, travel time, (excluding materials) and all other costs related to providing the services described in the scope of work; Hourly service rates shall be prorated and billed to the nearest hour, no minimum.
- E. Contractor shall provide a quote for all repair services, as per the rate set forth in Attachment B.
  - 1. Quote Process:
    - a) Quotes for repair services must be provided to each County Project Manager and shall be specific to the repairs requested. Quote request must be provided within two (2) business days.
    - b) Invoices shall be submitted for reimbursement, plus material mark-up.
    - c) Agencies/Departments are not required to post quotes on BidSync or other online bidding systems.
    - d) Agencies/Departments shall request quotes via e-mail and Contractor shall provide a breakdown of time and materials for each project as per the rates set forth in Attachment B.
    - e) Quotes shall be coordinated and approved by each individual department. No further approval from CPO is required. All Agencies/Departments shall follow County Procurement Guidelines.

**VII. COUNTY RESPONSIBILITIES:**

- A. County agencies/departments shall provide Contractor a Facilities Fuel Log that will include, but not limited to, the following information:
  - 1. Agency/ Department Name
  - 2. Agency /Department Location
  - 3. Agency Contact's Name & Number
  - 4. Number of fuel tanks; capacity/sizes; unit of measure & fuel site / delivery location, delivery date, amount delivered and amount left in tank.
- B. County Agency/Departments are required to track all deliveries on the Facilities Fuel Log and maintain logs throughout the term of the Contract.
- C. County shall appoint a County Project Manager for each department project to serve as the point of contact.

- D. County Project Manager shall ensure Contractor has necessary access to service locations and facilities.
- E. County Agencies/Departments shall be responsible to create their own subordinates against this RCA and for amending their subordinate Contracts as facilities may be added or deleted and service hours may be increased or decreased at a given location at any time during the term of the Contract.
- F. Regarding delivery, each Subordinate Contract against this RCA will list each Agency's project manager, delivery and billing addresses directly with the Contractor.
- G. County agencies/departments shall be responsible to keep a fuel record log that tracks fuel tanks at all times.
- H. The County reserves the right to obtain competitive bids on any material or service and to utilize the data provided under this Contract relative to necessary materials and services.
- I. County shall be responsible to upgrade their respective Agency/Departments tanks with a meter reader sensor to be able to sign up for the automatic refill service program.

#### **VIII. SECURITY REQUIREMENTS**

The County operates several secured facilities: most notable are several Probation, Sheriff and Airport operated sites. Contractors and their employees who perform services in these facilities will be required to strict operation policies and may be required to pass a background check prior to their employment due to security requirements for certain facilities covered under this Contract. During performance of the work, especially at detention facilities, workers shall closely monitor all tools, equipment and other materials at all times. Workers shall have no contact verbal or physical, with any inmate of these facilities. These policies have been designed with the primary purpose of ensuring a safe and secure environment for all involved.

- A. The Contractor will provide a list of all personnel/employees who will be directly performing tasks associated with the Contract. Contractor's personnel/employees providing service in a secured detention facility, a Probation facility or a Sheriff's facility, will be expected to pass two (2) separate background checks performed by the Orange County Sheriff's Department and the Orange County Probation Department. No changes shall be authorized to the approved list without a request in writing submitted by the Contractor and approved by the County Site Coordinator. At no time will unauthorized Contractor employees perform any task associated with this Contract. If this occurs, the Contractor will be notified that they have not complied with the terms of this Contract and are subject to Contract termination. The list of all Personnel/Employees working on County projects shall be submitted prior to award of this Contract.
- B. Contractor shall prepare and submit a Security Clearance form to the County Site Coordinator for all persons who will be working on or who will need access to secured facilities.
- C. Security Clearance forms shall be submitted at least five (5) working days prior to the start of work or prior to the use of any person subsequent to the start of work.
- D. Said Security Clearance forms shall be thoroughly and accurately complete. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
- E. No person shall be employed on this work who has not received prior clearance from the Probation Department, Sheriff's Department or John Wayne Airport.
- F. The County, John Wayne Airport, the Probation Department and the Sheriff's Department are not under any obligation to give a reason clearance is denied.

- G. The Contractor shall be responsible to sign in with the County Site Coordinator or designee, as required. Upon arrival at any secure facility (e.g., JWA, Probation) the Contractor shall report to the Central Control Center (Control). Contractor personnel shall have no contact, either verbal or physical, with internees in secured detention facilities.

Specifically:

1. Do not give names or addresses to internees.
2. Do not receive any names or addresses from internees.
3. Do not disclose the identity of any internee to anyone outside the facility.
4. Do not give any materials to internees.
5. Do not receive any materials from internees (including materials to be passed to another individual or internee).

*\*Failure to comply with these requirements is a criminal act and can result in prosecution.*

- H. Any Contractor personnel/employee(s) engaged in the performance of work under this Contract shall be expected to pass the screening requirements and abide by all of the security requirements set forth by the Federal Aviation Administration (FAA) and the County of Orange.

*"The Federal Aviation Administration (FAA) approved security program for John Wayne Airport requires that each person issued a John Wayne Airport security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of the airport".*

All persons within the restricted air operation areas of the airport are required to display, on their person, a John Wayne Airport security badge, unless they are specifically exempted for reasons or they are under escort by a properly badge individual. Each airport employee or airport tenant employee who has been issued a John Wayne Airport security badge is responsible for challenging any individual who is not properly displaying an airport issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid John Wayne Airport security badge must immediately be referred to the Sheriff's Department Airport Detail Office for proper handling.

The John Wayne Airport security badge is the property of the County of Orange and must be returned upon termination of employment at John Wayne Airport. The loss of a badge shall be reported within twenty-four (24) hours to the Sheriff's Department Airport Dispatch Center (949) 252-5000. A report shall be made before a replacement badge will be issued.

- I. All vehicles parked on-site shall be locked and thoroughly secured at all times.
- J. All equipment and materials shall remain in the Contractor possession at all times and shall never be left unattended. All lost or misplaced equipment or materials shall be reported immediately to the (a) security staff or Control in secured detention facilities or (b) the escort or Control in Sheriff's facilities.
- K. Personnel shall not smoke or use profanity or other inappropriate language while on-site.
- L. Personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession.
- M. Personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all equipment and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.
- N. Contractor employee(s) shall be well-disposed to the public and County staff utilizing the facilities but shall be responsive only to the requests of the County Site Coordinator unless otherwise directed and shall direct all inquiries or requests to the County Site Coordinator.



## ATTACHMENT B

### FEES AND COMPENSATION

- I. Prices shall “not” include Federal and California fuel surcharges, Federal and State excise Tax and California State Sales Tax or any tax imposed by any regulatory agency. However all other fees/charges shall be inclusive in the “Adjustment +/- Differential”
- II. **Fuel Prices and Other Fees:** The prices under “adjustment +/- differential” shall be inclusive of all freight/unloading/handling and delivery charges to all County locations or participating government entity locations, excluding all applicable Federal, State, Local and/or other applicable taxes.

The adjustment +/- differential (difference between the price and the daily OPIS price Los Angeles Rack Price without CAR cost reported by OPIS for Unbranded Fuel) shall remain firm for the entire term of the Contract.

Item No	Gallons	Regular Unleaded Gasoline, Minimum Octane Rating 87	Unleaded Plus Gasoline, Minimum Octane Rating 89	Unleaded Premium Gasoline, Minimum Octane Rating 91
001	0 – 1,999 Gallons	+ 0.0722	+0.059	+0.044
002	2,000 –3,999 Gallons	+0.036	+0.011	+0.021
003	4,000 – 8,500 Gallons	(0.0691)	(0.0691)	(0.071)
004	*8,501 + Gallons	(0.0691)	(0.0699)	(0.087)

**\*The County may place an order larger than 8,501 gallons, this order may require more than one (1) truck delivery, please bid accordingly.**

Item No	Additional Fees/Charges		Price
013	Urgent Delivery Fee – Fixed fee per Delivery		\$150.00
014	*Service Repair Rate – Per Hour	Regular Business Hours Rate (8:00 am to 5:00 pm - PST)	\$95.00
		After Hours Rate (5:01 pm to 7:59 am – PST)	\$125.00
		Weekend Rate	\$150.00
		Holiday Rate	\$175.00

\* Service rates herein shall include all costs for labor, tools, equipment, transportation, overhead, profit, travel time, and all other costs related to providing the services described in the scope of work; Hourly service rates shall be prorated and billed to the nearest ¼ hour, no minimum requirement is allowed. Parts shall be billed as per Section VIII, under Additional Materials/Parts/Products.

**III. Additional Materials/Parts /Products**

Additional Materials/Parts/Products (i.e. valves, gages, etc.) cost will be reimbursed on the basis of actual invoice cost to the Contractor plus the percentage mark-up. A copy of the actual material purchase invoice for all items shall be included as an attachment with each invoice submitted to County.

Item Description	Percentage (%)
Materials/Parts/Products - <i>Percentage Mark Up</i>	20 %

- IV. Compensation:** Price is based on the price published in OPIS (Oil Price Information Services) for unbranded fuel under PADD 5 (Petroleum Administration for Defense District) Los Angeles Regional Rack Price Report for the type/grade of fuel requested as provided in this Contract. The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder.

**V. OPIS Report instructions:**

Contractor shall submit a legible copy of the price published in OPIS (Oil Price Information Services) - Los Angeles Unbranded Rack Price without CAR Cost report, 10:00 AM (EST) with bid packet as part of Submittal #3-Fees and Compensation. Please highlight the UBD Rack Avg. price on the OPIS Report.

## ATTACHMENT C

### PAYMENT PROCESS AND TERMS

#### I. INVOICE/PAYMENT INSTRUCTIONS:

A. **Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for services rendered. Invoices must be submitted to address indicated on the Subordinate Contract created by the individual agency/department. The invoice must have a unique number and must include the following information:

- a) Contractor's name and address;
- b) Contractor's remittance address;
- c) Contractor's Federal Tax I.D. Number;
- d) Name of County Agency/Department serviced;
- e) Service address;
- f) Contract Number (MA)
- g) Date of services rendered;
- h) Service description
- i) Fuel charges
- j) Additional Fee charges
- k) Sales Tax, if applicable
- l) Total

Invoices shall cover services not previously invoiced and submitted coincidentally with Contractor's payroll period. Payments made by the County shall not preclude the right of County from thereafter disputing any items or services involved or billed under the Subordinate Contracts, and shall not be construed as acceptance of any part of the services.

B. **Payment Process:** For purposes of payment processing, invoiced prices are to be the daily unbranded "average" price published in the OPIS PAD District 5 Report for the Los Angeles, California Area +/- Contractor's quoted adjustment/differential. All invoices must show the Contract pricing formula:

OPIS PAD District 5 Los Angeles Regional Rack Price +/- Adjustment/Differential =  
Total Price per Gallon.

C. Contractor is also required to attach a copy of the OPIS Report in each fuel invoice for the County to verify legitimacy of the per gallon price on the fueling date.

#### II. **PAYMENT TERMS:**

A. The Invoice is to be submitted in arrears to the user agency/department to the bill to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of the invoice in a format acceptable to the County and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services not previously invoiced. The Contractor shall reimburse the County for any monies paid to the Contractor for services not provided or when services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

### **III. PAYMENT ELECTRONIC FUNDS TRANSFER (EFT):**

The County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the agency/department representative listed in the Contract (refer to Exhibit 2). *The County of Orange, Auditor-Controller Agency will control and initiate payment.*

**(SAMPLE – FOR COUNTY USE ONLY)**

[illegible]

**Notice of Participation in the New Fleet Card Program Agreement  
State of California Participating Addendum NO. 7-16-99-27**

Dear \_\_\_\_\_:

On July 27, 2016, U.S. Bank entered into an agreement with the State of California to continue providing fleet card services through the new State of California Participating Addendum No. 7-16-99-27 for Fleet Card services. This new agreement will replace the State's One Provider Agreement No. RFP-DGS-OFA-OPPS-06 for fleet card services. Please see the new Fleet Card Agreement at: <http://www.dgs.ca.gov/ofam/Programs/StateFleetCard.aspx>.

**Your Fleet Card Program will be governed by this new Agreement effective November 1, 2016, unless you terminate your participation in the Fleet Card Program, as provided for below.** If you do not terminate your participation, your current Fleet Cards will continue to function in the new program and you can continue to rely on U.S. Bank to service the Fleet Card Program.

**To continue to participate in the Fleet Card Program under the new Agreement, no further action by you is needed.** However, if your agency or other guidelines require you to confirm your continued participation in writing, you may sign the "OPTIONAL NOTICE OF PARTICIPATION" below as evidence of your consent to participate, and then submit a copy of this signed notice to U.S. Bank.

**To terminate your Fleet Card Program,** you must provide U.S. Bank with notice of termination. A "TERMINATION NOTICE" is provided below for this purpose. Please submit the signed TERMINATION NOTICE directly to U.S. Bank on or before October 31, 2016.

You may submit signed notices (either the OPTIONAL NOTICE OF PARTICIPATION or the TERMINATION NOTICE) by email to [voyagerstatesales@usbank.com](mailto:voyagerstatesales@usbank.com), or by U.S. mail to U.S. Bank Corporate Payment Systems, Contract Services, 901 Marquette Ave. S., Ste. 1800, Minneapolis, MN 55402. Please retain the original for your files.

We value your business and look forward to our continued partnership. If you have any questions, please email us at [voyagerstatesales@usbank.com](mailto:voyagerstatesales@usbank.com).

**OPTIONAL NOTICE OF PARTICIPATION**  
**(of New Fleet Card Agreement 7-16-99-27)**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_ (the "Local Agency"), for whom I am an authorized officer or employee, hereby notify U.S. Bank that the Local Agency accepts the assignment of its Fleet Card Program to the new Fleet Card Agreement (State of California Participating Addendum NO. 7-16-99-27).

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

Title: \_\_\_\_\_

**TERMINATION NOTICE**  
**(of One Provider Agreement RFP-DGS-OFA-OPPS-06)**  
**(For Use ONLY by Local Agencies Terminating Participation in the Fleet Card Program)**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_ (the "Local Agency"), for whom I am an authorized officer or employee, hereby notify U.S. Bank that the Local Agency declines the assignment of its Fleet Card Program to the new Fleet Card Program Agreement and hereby terminates its participation in the Fleet Card Program under the One Provider Agreement No. RFP-DGS-OFA-OPPS-06 effective \_\_\_\_\_ ("Termination Date"). Local Agency shall ensure destruction of all Fleet Cards by the Termination Date and U.S. Bank will close all Fleet Card Accounts on the Termination Date. Local Agency shall repay all debt to U.S. Bank pursuant to the terms of One Provider Agreement No. RFP-DGS-OFA-OPPS-06.

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

Title: \_\_\_\_\_

**State of California Participating Addendum No. 7-16-99-27**  
**Local Agency Subscription Agreement**

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This Local Agency Subscription Agreement ("**Local Agency Subscription Agreement**") constitutes an agreement to participate under the terms and conditions of the State of California Participating Addendum No. 7-16-99-27 ("**Participating Addendum**") signed July 27, 2016 and entered into by U.S. Bank National Association ("**U.S. Bank**") and the State of California, Department of General Services ("**State**"). This Local Agency Subscription Agreement is entered into by U.S. Bank and the "**Local Governmental Agency**" identified herein, and shall become effective upon signing U.S. Bank ("**Effective Date**").

**RECITALS**

- A. The State has entered into the Participating Addendum for the purpose of making available a Fleet Card Program as described in the Participating Addendum for use by State of California state agencies and local governmental agencies;
- B. The State is willing to permit Local Governmental Agency to participate in the Fleet Card Program provided that Local Governmental Agency assumes all responsibility and liability for Local Governmental Agency's performance of the terms and conditions of the Participating Addendum as if Local Governmental Agency was the entity signing the Participating Addendum, but Local Governmental Agency shall not be liable for the acts and omissions of the State under the Participating Addendum or this Local Agency Subscription Agreement. The State is not liable for Local Governmental Agency under the Participating Addendum or this Local Agency Subscription Agreement; and
- C. Local Governmental Agency has received a copy of the Participating Addendum from the State, and any amendments thereto, and after a thorough review of the Participating Addendum, desires to participate as a Local Governmental Agency under the Participating Addendum. Participating Addendum No. 7-16-99-27 is incorporated into this Local Agency Subscription Agreement in its entirety and all terms and conditions of the Participating Addendum apply to the Local Governmental Agency.

**AGREEMENT**

Now therefore, in consideration of the foregoing Recitals, the mutual premises and covenants set forth in the Participating Addendum, which are incorporated herein by reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, all parties agree as follows:

- A. **Definitions.** Capitalized terms used in this Local Agency Subscription Agreement and not otherwise defined in this Local Agency Subscription Agreement are used with the same respective meanings attributed thereto in the Participating Addendum.
- B. **Local Governmental Agency Responsibility.** Local Governmental Agency accepts all duties required of Participating Agencies as set forth in the Participating Addendum.
- C. **Financial Information.** In order to determine credit qualifications for Local Governmental Agency, Local Governmental Agency shall provide U.S. Bank with the last three (3) years of audited financial statements with this signed Local Agency Subscription Agreement. Local Governmental Agency shall provide to U.S. Bank annual financial statements thereafter. U.S. Bank will review the financial statements and notify Local Governmental Agency of the approval or decline of its credit qualification. Local Governmental Agency will not be required to provide such financial statements if U.S. Bank can obtain them independently.
- D. **Payment.** Local Governmental Agency shall make payment to U.S. Bank for all Debt incurred by Local Governmental Agency, its Cardholders and Accountholders as provided in the Participating Addendum. "**Debt**" means all amounts charged to a card and/or account including without limitation all amounts related to purchases, fees and other Charges that are owed to U.S. Bank by Local Government Agencies, its Cardholders and Accountholders.
- E. **Warranties.** Local Governmental Agency agrees that the failure of the following warranties to be true during the term of this Local Agency Subscription Agreement shall constitute a material breach.
  - 1) Local Governmental Agency warrants that the financial information and all other information provided to U.S. Bank or its officers, employees, agents, successors, and assigns is true, complete, and accurate and this Local Agency Subscription Agreement constitutes a valid, binding, and enforceable agreement;
  - 2) The transaction contemplated by this Local Agency Subscription Agreement is within the scope of the normal course of business and has received any required further authorization for Local Governmental Agency to be duly bound by this Local Agency Subscription Agreement;
  - 3) The execution of this Local Agency Subscription Agreement and the performance of its obligations under the Local Agency Subscription Agreement are within Local Governmental Agency's powers, have been authorized by all necessary action, and do not constitute a breach of any agreement by Local Governmental Agency with any party;
  - 4) The Local Governmental Agency has and continues to comply with all applicable state and federal statutes, ordinances, rules, regulations, and requirements of governmental authorities as they relate to the use of the Fleet Card or participation in the Fleet Card Program;

- 5) The execution of this Local Agency Subscription Agreement and the performance of its obligations under this Local Agency Subscription Agreement will not cause a breach by Local Governmental Agency of any duty arising in law or equity; and
- 6) At the time of execution of this Local Agency Subscription Agreement, Local Governmental Agency possesses the financial capacity to perform all of its obligations under this Local Agency Subscription Agreement.

**F.** The notice address for Local Governmental Agency is:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Attn: \_\_\_\_\_

**G. Authorization.** Local Governmental Agency certifies to U.S. Bank that the person executing this Local Agency Subscription Agreement is authorized by Local Governmental Agency in accordance with its organization rules and applicable law to bind Local Governmental Agency to the terms and conditions of this Local Agency Subscription Agreement, including the authority to incur Debt in the name of Local Governmental Agency.

**H. Execution.** By signing below, the individual(s) signing this Local Agency Subscription Agreement is/are acting in his or her capacity as an authorized signing officer of Local Governmental Agency and not in his or her personal capacity, and certifies and warrants that (1) all action required by Local Governmental Agency organizational documents to authorize the signer(s) to act on behalf of Local Governmental Agency in all actions taken under this Local Agency Subscription Agreement, including but not limited to, the authority to incur Debt on behalf of Local Governmental Agency, has been taken, (2) each signer is empowered in the name of and on behalf of Local Governmental Agency to enter into all transactions contemplated in this Local Agency Subscription Agreement, and (3) the signatures appearing on all supporting documents of authority, if any, are authentic.

**I. Reliance.** Local Governmental Agency has read, understands and agrees to all terms and conditions in this Local Agency Subscription Agreement and the Participating Addendum, and U.S. Bank is entitled to act in reliance upon the authorizations and certifications set forth herein.

IN WITNESS WHEREOF the parties have executed this Local Agency Subscription Agreement by their authorized representatives.

<p>Dated this _____ day of _____, 20____</p> <p><b>By Local Governmental Agency:</b></p> <p>_____ (Name)</p> <p>_____ (Signature of Authorized Signer)</p> <p>_____ (Printed Name of Authorized Signer)</p> <p>_____ (Printed Title of Authorized Signer)</p>	<p>Dated this _____ day of _____, 20____</p> <p><b>By U.S. Bank:</b></p> <p>_____ U.S. Bank National Association</p> <p>_____ (Signature of Authorized Signer)</p> <p>_____ Michael C. Leppones (Printed Name of Authorized Signer)</p> <p>_____ Vice President (Printed Title of Authorized Signer)</p>
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**Approved as to form:**

\_\_\_\_\_  
(Signature of Attorney for Local Governmental Agency)

\_\_\_\_\_  
(Printed Name of Attorney)



**STATE OF CALIFORNIA**  
**PARTICIPATING ADDENDUM NO. 7-16-99-27**  
WASHINGTON WSCA-NASPO COMMERCIAL CARD SOLUTIONS  
CONTRACT 00612-CATEGORY 2  
**U.S. Bank National Association (Contractor)**

This Participating Addendum Number 7-16-99-27 is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and U.S. Bank National Association (hereafter referred to as "Contractor" or "U.S. Bank") under the State of Washington WSCA-NASPO Commercial Card Solutions Contract Number 00612-Category 2.

**1. SCOPE**

- A. This Participating Addendum provides the following commercial card products and associated services offered under the WSCA-NASPO Commercial Card Contract 00612-Category 2 to be provided by the Contractor to the State of California and eligible entities participating in the State of California Fleet Card Program:
- Fleet Card (Corporate Liability)
- B. This Participating Addendum is available for all State of California state agencies and local governmental agencies as defined in Exhibit A, Section 2.B (Eligible Participating Agencies).
- C. Each local governmental agency shall make its own determination whether this Participating Addendum and the WSCA-NASPO Commercial Card Contract are consistent with its procurement policies and regulations.

**2. TERM**

The Participating Addendum term will be upon signature approval by the State through December 31, 2018, or upon termination, whichever occurs first. Fleet card services under this Participating Addendum will be effective November 1, 2016 ("Effective Date").

The State will have the option to extend the term of this Participating Addendum in the event the Washington WSCA-NASPO Commercial Card Contract term is extended. Lead State amendments to extend the Washington WSCA-NASPO Commercial Card Contract term date are not automatically incorporated into this Participating Addendum. Any extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.

**3. INCORPORATION OF DOCUMENTS**

**A. Lead State Agreement**

State of Washington WSCA-NASPO Commercial Card Solutions Contract Number 00612-Category 2 is hereby incorporated by reference and made a part of this Participating Addendum.

**B. Terms and Conditions**

Terms and conditions of the following exhibits are hereby incorporated and made a part of this Participating Addendum:

- Exhibit A – Scope of Work and Fleet Card Program Requirements (6 pages)
- Exhibit B – General Terms and Conditions (GTC 610 as modified) (3 pages)
- Exhibit C – Contractor Certification Clauses (CCC 307) (4 pages)
- Exhibit D – Agreement for Fleet Card Services (5 pages)
- Exhibit E – Incentives and Fees (3 pages)
- Exhibit F – Glossary of Terms (2 pages)

#### **4. ORDER OF PRECEDENCE**

In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

- 1) California Participating Addendum Number 7-16-99-27, including Exhibits A-F
- 2) Washington WSCA-NASPO Commercial Card Solutions Contract Number 00612-Category 2
- 3) Washington WSCA-NASPO Commercial Card Solutions Request for Proposal (RFP) 00612
- 4) Approved portions of the Contractor's Response to Washington WSCA-NASPO Commercial Card Solutions RFP 00612

#### **5. CONTRACT MANAGEMENT**

##### **A. Contractor Contract Manager**

The Contract Manager and primary point of contact for the Contractor shall be as follows:

Contractor: U.S. Bank National Association  
Name: Mark Hess  
Phone: (612) 436-6544  
E-Mail: [mark.hess1@usbank.com](mailto:mark.hess1@usbank.com)  
Address: 901 Marquette Avenue, EP-MN-16S,  
Minneapolis, MN 55402

Should the Contract Manager information change, the Contractor will provide written notice with the updated information to the State Contract Administrator no later than 10 calendar days after the change, or as soon as is reasonably practical.

##### **B. State Fleet Card Program Manager**

The State Fleet Card Program Manager responsible for managing day-to-day operation of the State's Fleet Card Program is as follows:

Name: Athanasia R. Brennan  
Phone: (916) 928-2575  
Fax: (916) 928-4635  
E-Mail: [Tasha.Brennan@dgs.ca.gov](mailto:Tasha.Brennan@dgs.ca.gov)  
Address: Department of General Services  
Office of Fleet and Asset Management  
1700 National Drive  
Sacramento, CA 95834

Should the State Fleet Card Program Manager information change, the State will provide written notice with the updated information to the Contractor Contract Manager no later than 10 calendar days after the change, or as soon as is reasonably practical.

##### **C. State Contract Administrator**

The State Contract Administrator responsible for the Participating Addendum is as follows:

Name: Julie Matthews  
Phone: (916) 375-4612  
Fax: (916) 375-4663  
E-Mail: [Julie.Matthews@dgs.ca.gov](mailto:Julie.Matthews@dgs.ca.gov)  
Address: Department of General Services, Procurement Division  
707 Third Street, 2nd Floor, MS 2-202  
West Sacramento, CA 95605

Should the State Contract Administrator information change, the State will provide written notice with the updated information to the Contractor Contract Manager no later than 10 calendar days after the change, or as soon as is reasonably practical.

## 6. AGREEMENT

This Participating Addendum with its exhibits and/or amendments, sets forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

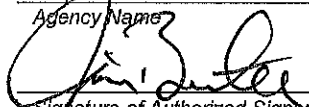
## 7. AGREEMENT SIGNATURES

IN WITNESS WHEREOF, this Participating Addendum has been executed by the parties hereto.

### STATE OF CALIFORNIA

Department of General Services

Agency Name

 7/21/16  
Signature of Authorized Signer

Jim Butler, Deputy Director

Printed Name and Title of Authorized Signer

Date Signed


707 Third Street  
West Sacramento, CA 95605

Address

### CONTRACTOR

U.S. Bank National Association

Contractor Name

  
Signature of Authorized Signer

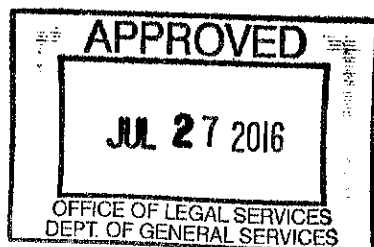
Michael C. Leppones, Vice President

Printed Name and Title of Authorized Signer

Date Signed

7/11/16  
901 Marquette Avenue  
18<sup>th</sup> Floor, AT&T Building  
Minneapolis, MN 55443

Address



## EXHIBIT A – Scope of Work and Fleet Card Program Requirements

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### 1. OVERVIEW OF SERVICES

Contractor will provide fleet card services, offered under the WSCA-NASPO Commercial Card Contract 00612-Category 2, to the State of California and eligible entities participating in the State of California Fleet Card Program.

### 2. FLEET CARD PROGRAM REQUIREMENTS

#### A. Fleet Card Program Overview

The Department of General Services, Office of Fleet and Asset Management (DGS-OFAM) administers the State of California Fleet Card Program. The State Fleet Card Program enables eligible entities to pay for fleet purchases while conducting official government business.

#### B. Eligible Participating Agencies

- 1) State of California state agencies and local government agencies are allowed to participate in the State's Fleet Card Program under this Participating Addendum through a subscription agreement process.
  - a. A "state agency" is any State of California government agency, department, bureau, board, or commission.
  - b. Pursuant to Public Contract Code §10298 and for purposes of this Participating Addendum, a "local government agency" is any city, county, district, or other local governmental body or corporation empowered to expend public funds for the acquisition of goods, information technology, or services. Further, for purposes of this Participating Addendum, reference to local government agencies will also include the California State Universities (CSU) and University of California (UC) systems.
- 2) State agencies may participate in the State's Fleet Card Program under this Participating Addendum upon the signing and submission of a properly completed Subscription Agreement, in the format specified by the State, incorporating all terms and conditions of the Participating Addendum.
- 3) Local governmental agencies may participate in the State's Fleet Card Program under this Participating Addendum upon credit approval by U.S. Bank and upon the signing and submission of a properly completed Local Agency Subscription Agreement, in the format specified by the State. Each local governmental agency will be subject to credit approval by the Contractor as described in Exhibit D, Section 10 (Credit Provisions). Local governmental agencies shall assume responsibility and liability for local governmental agency's performance of the terms and conditions of the Participating Addendum. The State shall not bear liability or responsibility for local governmental agencies participating under this Participating Addendum.
- 4) Upon execution of a properly completed Subscription Agreement and/or Local Agency Subscription Agreement with credit approval from the Contractor, the state agency and/or local governmental agency will become a "Participating Agency" and the provision of services by the Contractor to such Participating Agency will be governed by the terms of this Participating Addendum.

#### C. Card Products and Liability

The U.S. Bank Fleet Card on the Voyager Network is a Corporate Liability charge card designed for purchases of motor fuels and other products and services by fleet vehicle operations. Participating Agencies shall have no liability for lost or stolen cards or fraudulent use of any corporate liability cards following receipt by U.S. Bank of notice of such loss, theft, or fraudulent use. Card liability and dispute procedures are further defined in Exhibit D, Section 3 (Liability) and Section 6 (Disputed Billings).

**D. Statewide Transition and Implementation**

Upon Participating Addendum execution and written notice to proceed from the State, the Contractor will work with the State to transition current Fleet Card Participating Agencies to the new Participating Addendum. Contractor and State Fleet Card Program Manager will develop a transition plan specific to the State's Fleet Card Program, including implementation timeframe and "go live" date, to ensure that an efficient and effective transition takes place. Contractor will work with the State Fleet Card Program Manager to meet all required elements of the agreed to plan.

**E. Agency Enrollment**

Contractor will provide an agency enrollment process for new Fleet Card Program participants. Within 30 calendar days of Participating Addendum execution, the Contractor shall provide the State Fleet Program Manager with a detailed agency enrollment process, procedures, and applicable forms for review. After mutual review by both parties, the State Fleet Program Manager will approve final enrollment process, procedures and forms for use by Participating Agencies.

**F. Card Design**

- 1) Contractor will be responsible for the embossing and printing of cards. The State will use a basic design as the standard card stock to be used by all Fleet Card participants that will identify the card as a State of California Fleet Card. The State will be responsible for furnishing any necessary artwork (digital file) to the Contractor for changes to the standard design during the term of the Participating Addendum.
- 2) Participating Agency will have the ability to customize standard card stock with verbiage and/or logo embossing.

**G. Card Issuance**

Participating Agency shall designate cardholders that are authorized to receive Cards and to be issued Account numbers by submitting authorized applications, in a format as specified by the Contractor and State. Contractor will mail cards issued to the Participating Agency's designated point of contact within five business days or sooner after the Contractor receives cardholder account set-up information.

**H. Customer Support**

- 1) Contractor will provide a dedicated customer service team to support the State's Fleet Card Program throughout the term of the Participating Addendum. Contractor will:
  - Provide qualified, highly skilled personnel and ensure personnel are familiar with all aspects of the State's Fleet Card Program.
  - Provide at least one designated Relationship Manager, available to the Fleet Program Manager and Participating Agency Fleet Card Coordinators Monday through Friday during regular business hours, for Fleet Card Program contract support and escalation issues.
  - Provide at least one designated Account Coordinator, available to Participating Agency Fleet Card Coordinators Monday through Friday during regular business hours, to assist with day-to-day Participating Agency account management support.
  - Provide a designated customer service team for cardholder support.
  - Provide a domestic toll-free phone number available to cardholders 24 hours a day, every day of the year for cardholder services.
  - Have an established escalation process.
- 2) Within 15 calendar days of Participating Addendum execution, the Contractor shall provide the Fleet Program Manager with customer service information including but not limited to:
  - Relationship Manager information
  - Account Coordinator information
  - Customer service unit information
  - Any additional Contractor support contacts (i.e. technical support, cardholder support, etc.) provided for the Fleet Card Program

- 3) Should the customer service information or personnel change during the term of the Participating Addendum, Contractor will provide written notice to the State Fleet Card Program Manager within 10 calendar days before changes or substitutions take place, or as soon as is reasonably practical. Substitutions of personnel will include replacements with similar qualifications.
- 4) The State reserves the right to request additional personnel and/or replacement of current personnel at any time. Contractor will be notified in writing at least 10 calendar days before additional personnel and/or replacement personnel are needed, or as soon as is reasonably practical.

**I. Training**

- 1) Contractor will provide ongoing training for all Fleet Card Program participants throughout the term of the Participating Addendum including, at a minimum:
  - Online Web-based training for Participating Agency Fleet Card Coordinators and Cardholders
  - Onsite/Classroom training for Participating Agency Fleet Card Coordinators
  - Onsite User Group Forums
  - Written User Reference Guides
- 2) Contractor will work with the State Fleet Card Program Manager on a training plan to be offered for the Fleet Card Program including training types, schedule, user reference guides and additional training materials.

**J. Fleet Card Data Management and Reporting System**

Contractor shall provide its online (web-based) system, U.S. Bank Fleet Commander® Online, to the State's Fleet Card Program participants for:

- Transaction data collection and management
- Administration of system accounts
- Reporting output and data transfer

Designated authorized personnel from the State and Participating Agency will be provided permissions within Fleet Commander® Online.

**K. Fleet Card Program Website and User Instructions**

The State will administer a website dedicated to the State's Fleet Card Program for program information, participation forms and additional resources available to Participating Agencies. In addition, the State Fleet Card Program Manager will administer a Procedure Guide for Participating Agencies. Contractor may be required to provide information to the State Fleet Card Program Manager for public posting on the dedicated Fleet Card Program website and/or Procedure Guide.

**L. Participating Agency Responsibilities**

- 1) All Participating Agencies shall prepare the necessary forms to participate in the Fleet Card Program as described in the Participating Addendum and posted Procedure guide.
- 2) All Participating Agencies shall designate an Agency Fleet Card Coordinator who will serve as the primary point of contact between the Participating Agency and U.S. Bank.
- 3) State agencies participating in the Fleet Card Program shall comply with all applicable procurement laws, regulations, policies, procedures, and best practices, including those discussed in the State Contracting Manuals and User Instructions guide. Participating state agencies must also follow all fleet card program policies established by the Department of General Services, Office of Fleet and Asset Management as described in the State Fleet Card Program Manual.

**M. Fleet Program Reporting**

Contractor will be required to provide the following reports to the State. State may request additional reporting information for Fleet Card Program activity during the term of the Participating Addendum and Contractor will work with Fleet Card Program Manager to provide requested reports.

1) Usage Report

Contractor shall provide an electronic Usage Report to the State on a quarterly (3 calendar months) basis. The report shall provide the calculated incentive share (rebates) by Participating Agency and total incentive share (rebates) to be provided to the State for the calendar quarter.

Report must contain at a minimum, but not limited to, the data elements identified below:

- Participating Agency Name
- Quarterly Volume Sales
- Total number of Transactions
- Calculated incentive share (rebates) for Incentive Share Component #1 (by Participating Agency)
- Calculated incentive share (rebates) for Incentive Share Component #2 (by Participating Agency)
- Charge-offs (by Participating Agency)
- Total actual incentive share (rebate) for Incentive Share Component #1 and Incentive Share Component #2 (for all Participating Agencies) to be paid to the State in accordance with Exhibit E, Section 4 (Incentive Share Payment Schedule and Terms)

Report shall be provided to the State Fleet Card Program Manager, in Excel format via email, within 60 days following the last day of the quarter. Within 30 calendar days from Participating Addendum execution, the Contractor must submit a preliminary report to the State Fleet Card Program Manager for review. After mutual review by both parties, the State Fleet Program Manager will approve final usage report format.

2) Delinquency Report

Contractor shall provide an electronic Delinquency Report to the State on a monthly basis. The report shall list Participating Agencies with balances past due greater than 45 calendar days. Report shall be provided to the State Fleet Card Program Manager, in Excel format via email, within 15 calendar days following the last day of the calendar month.

**N. End-of-Life Transition**

Contractor agrees that at the end of the Participating Addendum, should the State conduct another procurement and award a new contract, the Contractor will work with the State to ensure that an efficient and effective transition takes place within nine months or as mutually agreed to by the State and Contractor.

**3. PAYMENT PROVISIONS**

**A. Payment Terms**

- 1) Contractor will be responsible for sending an itemized official invoice (statement) to each Participating Agency after the end of each billing cycle as designed for each of the accounts established for the Participating Agency as outlined in Exhibit D, Section 4 (Billing Procedure).
- 2) The full amount of each Participating Agency's monthly balance or billing cycle balance, except for disputed or reported fraud items, will be due within forty-five (45) calendar days from the billing cycle date of the Contractor invoice. Billing disputes are further outlined in Exhibit D, Section 6 (Disputed Billings).
- 3) Payment may be made to the Contractor via check, cash warrant, bank wire, automated clearing house, or electronic funds transfer at the Participating Agency's option.

**B. Late Payment Penalties**

Late payment penalties for undisputed payments not received by the Contractor within the specified periods will be determined as follows:

- 1) State Agencies – State agencies will be required to pay late payment penalties based on the California Prompt Payment Act (Government Code Section 927 et seq.). The penalty on any undisputed late payment shall be calculated in accordance with the penalty interest rate factor per day formula provided in the State of California Budget Letter 15-08, Late Payment Penalty Rates (or its successor letter).

#### **C. Availability of Funds**

This Agreement is valid and enforceable only if sufficient funds are made available by the Budget Act of the appropriate fiscal year for the purposes of this program. In addition, this Agreement is subject to any additional restriction, limitations or conditions enacted by the Legislature, which may affect the provisions, terms, or funding of this Agreement in any manner. In the event sufficient funds are not made available to the State, the State has the option to terminate the Agreement and Participating Agencies shall remain responsible for payment of all amounts owed to Contractor related to charges incurred up until the effective date of termination.

#### **D. Contracts Funded by the Federal Government**

It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the current and/or subsequent years covered by this Agreement for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.

The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds. The State has the option to terminate the Agreement or to amend the Agreement to reflect any reduction in funds. In the event of termination, Participating Agencies shall remain responsible for payment of all amounts owed to Contractor related to charges incurred up until the effective date of termination.

### **4. ADDITIONAL REQUIREMENTS**

#### **A. Insurance Certificates**

Contractor shall furnish copies of certificates for all required insurance, as specified in the WSCA-NASPO Contract Number 00612-Category 2, to the State Contract Administrator within 30 calendar days of the Participating Addendum execution.

Copies of renewal certificates for all required insurance shall be furnished within 30 calendar days after renewal date.

#### **B. Darfur Contracting Act Certification**

Pursuant to Public Contract Code §10475 et seq., if the Contractor has or within the previous three years has had business activities or other operations outside the United States, the Contractor must complete a Darfur Contracting Act Certification stating they are not a scrutinized company as defined, or demonstrate Contractor has obtained permission under the statute. Contractor must provide required documentation to the State Contract Administrator within 15 calendar days of the State's written request.

#### **C. Iran Contracting Act Certification**

Pursuant to Public Contract Code §2202 et seq., the Iran Contracting Action of 2010, Contractor must complete an Iran Contracting Act Certification to a) certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of



persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d). Contractor must provide required documentation to the State Contract Administrator within 15 calendar days of the State's written request.

**D. Termination (By State or Participating Agency)**

- 1) Upon thirty (30) days' notice, the State may terminate the Participating Addendum and any Participating Agency may terminate its respective Subscription Agreement for cause upon a reasonable and good faith determination that the Contractor failed to perform the material requirements of the agreement at the time and in the manner herein provided. In the event of a breach, the State or Participating Agency will send the Contractor a notice specifying the breach and providing the Contractor an opportunity to cure the breach within a period of time no less than 60 calendar days ("Cure Period"). If the breach is not cured within the Cure Period, the State will have the right to terminate the Participating Addendum and the Participating Agency will have the right to terminate its respective Subscription Agreement by notice to the Contractor.
- 2) The State may terminate the Participating Addendum without cause upon 60 calendar days advance written notice to the Contractor. Participating Agencies may terminate their respective Subscription Agreements without cause upon 60 calendar days advance written notice to the Contractor.
- 3) Upon termination of the Participating Addendum and/or Participating Agency's Subscription Agreement, each party will assist the other party in orderly termination of the agreement and transfer of all assets, tangible and intangible, as may facilitate the orderly, undisrupted business continuation of each party. Participating Agencies shall be responsible for payment of all amounts owed to Contractor related to charges incurred up until the effective date of termination.

**E. Federal Debarment**

The Federal Department of Labor requires that State agencies, which are expending Federal funds of \$25,000 or more, have in the contract file a certification by the supplier that they have not been debarred or suspended from doing business with the Federal Government. Contractor must provide this documentation upon request.

**F. News Releases**

Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this Participating Addendum or the State's Fleet Card Program shall not be made without prior written approval of the DGS.

## **EXHIBIT B – General Terms and Conditions (GTC 610 as modified)**

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### **1. APPROVAL**

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

### **2. AMENDMENT**

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

### **3. ASSIGNMENT**

This Agreement is not assignable by the parties, either in whole or in part, without the consent of the other party, which shall not unreasonably be withheld or delayed in the form of a formal written amendment.

### **4. AUDIT**

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

### **5. INDEMNIFICATION AND LIMITATION OF LIABILITY**

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

U.S. BANK SHALL IN NO EVENT BE LIABLE TO THE STATE OR PARTICIPATING AGENCY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES OF ANY NATURE.

### **6. AGREEMENT DISPUTES**

Both Parties shall continue with the responsibilities under this Agreement during any dispute.

### **7. TERMINATION FOR CAUSE (Stricken in its entirety—See Exhibit A, Section 4.D)**

### **8. INDEPENDENT CONTRACTOR**

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

### **9. RECYCLING CERTIFICATION**

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the

requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

#### **10. NON-DISCRIMINATION CLAUSE**

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

#### **11. CERTIFICATION CLAUSES**

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

#### **12. TIMELINESS**

Time is of the essence in this Agreement.

#### **13. COMPENSATION**

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

#### **14. GOVERNING LAW**

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

#### **15. ANTITRUST CLAIMS**

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

#### **16. CHILD SUPPORT COMPLIANCE ACT**

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

#### **17. UNENFORCEABLE PROVISION**

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

#### **18. PRIORITY HIRING CONSIDERATIONS**

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

#### **19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS**

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

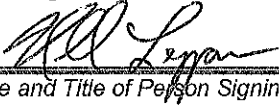
#### **20. LOSS LEADER**

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**EXHIBIT C -- Contractor Certification Clauses (CCC 307)**

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)		Federal ID Number
U.S. Bank National Association		31-0841368
By (Authorized Signature)		
		
Printed Name and Title of Person Signing		
Michael C. Leppones - Vice President		
Date Executed	Executed in the County of	
7/11/16	HENNEBAN	

**CONTRACTOR CERTIFICATION CLAUSES**

**1. STATEMENT OF COMPLIANCE**

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

**2. DRUG-FREE WORKPLACE REQUIREMENTS**

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - 1) the dangers of drug abuse in the workplace;
  - 2) the person's or organization's policy of maintaining a drug-free workplace;
  - 3) any available counseling, rehabilitation and employee assistance programs; and,
  - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - 1) receive a copy of the company's drug-free workplace policy statement; and,
  - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

### **3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

### **4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT**

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

### **5. EXPATRIATE CORPORATIONS**

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

### **6. SWEATFREE CODE OF CONDUCT**

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

### **7. DOMESTIC PARTNERS**

For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

### **1. CONFLICT OF INTEREST**

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

**Current State Employees (Pub. Contract Code §10410):**

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

**Former State Employees (Pub. Contract Code §10411):**

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

**2. LABOR CODE/WORKERS' COMPENSATION**

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

**3. AMERICANS WITH DISABILITIES ACT**

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

**4. CONTRACTOR NAME CHANGE**

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

**5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA**

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

**6. RESOLUTION**

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

**7. AIR OR WATER POLLUTION VIOLATION**

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

**8. PAYEE DATA RECORD FORM STD. 204**

This form must be completed by all contractors that are not another state agency or other governmental entity.



## EXHIBIT D – Agreement for Fleet Card Services

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This exhibit identifies additional terms governing the Fleet Card services ("**Fleet Card Program**") provided by U.S. Bank National Association ("**U.S. Bank**") to Participating Agencies for the State of California, Department of General Services Fleet Card Program.

1. **PARTICIPATION.** Certain entities may participate in the State Fleet Card Program as defined in Exhibit A, Section 2.B (Eligible Participating Agencies).
2. **SCOPE OF FLEET CARD PROGRAM.** U.S. Bank issues charge cards and has established a transaction processing, reporting and payment system for purchases of motor fuels and other products and services by fleet vehicle operations. Participating Agency shall be responsible for selecting a personal identification number ("**PIN**"), a driver identification number ("**Driver ID**"), and/or a vehicle identification number ("**Vehicle ID**") pursuant to the Fleet Card Program. Unless U.S. Bank notifies Participating Agency to the contrary, or a Fleet Card has been terminated as provided herein, all Fleet Cards will expire upon the expiration or termination of the Participating Addendum.
3. **LIABILITY.**
  - A. Except as expressly provided to the contrary herein and Exhibit A, Section 2.C (Card Products and Liability), Participating Agency shall be liable for all purchases, fees, Finance Charges and other charges incurred or arising by virtue of the use of a Fleet Card.
  - B. Participating Agency shall immediately, upon receipt of such information, notify U.S. Bank by telephone at 1-800-987-6591 as to any lost or stolen Fleet Card, PINS, Driver IDs, or Vehicle IDs. Participating Agency shall also immediately notify U.S. Bank by telephone at 1-800-987-6591 to cancel a PINS, Driver IDs, or Vehicle IDs. After notification has been made to U.S. Bank to cancel such Fleet Card(s), use of such Fleet Card(s) is expressly prohibited. Participating Agency is liable for the unauthorized use of the Fleet Card until U.S. Bank receives notification of the lost or stolen Fleet Card or to cancel the PIN, Driver ID, or Vehicle ID. Participating Agency shall not be liable for any purchase, fees, finance charges or other charge incurred or arising by virtue of the use of a Fleet Card following receipt by U.S. Bank of notice of such loss, theft or request to cancel a PIN, Vehicle ID, or Driver ID. Participating Agency agrees to assist U.S. Bank in determining the facts, circumstances and other pertinent information related to any loss, theft or possible unauthorized use of the Fleet Card and to comply with such procedures as may be required by U.S. Bank in connection with U.S. Bank's investigation. U.S. Bank is not responsible for controlling the use of a Fleet Card, other than as specifically provided herein.
4. **BILLING PROCEDURE.** U.S. Bank will send to Participating Agency a monthly billing statement (the "**Statement**"), which will itemize all charges for the billing period. The amount shown on the Statement as "**Total Payment Due**" shall be due and payable in accordance with Exhibit A, Section 3.A (Payment Terms).
5. **DELINQUENCY.** The Fleet Card account will become delinquent unless U.S. Bank receives the amount shown on the Statement as Total Payment Due, less any disputed amounts, in accordance with Exhibit A, Section 3.A (Payment Terms). The Fleet Card account may be suspended if any part of the Total Payment Due is unpaid for sixty (60) days from the payment due date. If an account remains unpaid for more than one hundred fifty (150) days after the Statement due date, U.S. Bank will also "charge-off" the entire outstanding balance and deduct it from the quarterly rebate.
6. **DISPUTED BILLINGS.** Disputes regarding charges or billings hereunder shall be communicated by phone to U.S. Bank at 1-800-987-6591. Written notice is not required but may be submitted to U.S. Bank by email to [fueldisputes@usbank.com](mailto:fueldisputes@usbank.com). Whether by phone or in writing, communications should include Participating Agency's name and, if applicable, the Cardholder's name(s) and account number, the dollar amount of any dispute or suspected error and a description of the dispute or error. Any communication regarding a dispute or suspected error must be received by U.S. Bank within sixty (60) days after the date on the billing statement on which the disputed or incorrect charge first appeared. Disputed billings are categorized as, but not

necessarily limited to, failure to receive goods or services charged, fraud, forgery, altered charges and charges incurred by telephone order where the authenticity of the charge is in question.

## 7. TERMINATION

**A. Termination for Cause by U.S. Bank.** U.S. Bank has the right to send the Participating Agency a written notice specifying a default in the following sections and providing the Participating Agency an opportunity to cure the breach within a period of time no less than sixty (60) days ("Cure Period"). If the breach is not cured within the Cure Period, then U.S. Bank has the right to terminate any Fleet Card provided to a Participating Agency, or terminate the Participating Agency's Subscription Agreement in its entirety, by written notice to the Participating Agency.

- 1) Dissolution or liquidation of the Participating Agency;
- 2) Insolvency of, the filing of a bankruptcy or insolvency proceeding with respect to, or the appointment of a receiver or trustee for the benefit of creditors of the Participating Agency, or the Participating Agency enters into any other similar proceeding or arrangement for the general benefit of its creditors;
- 3) Material breach of any term or condition by Participating Agency.
- 4) Any material adverse change in the financial condition of the Local Participating Agency.

**B. Effect of Termination.** Upon termination of the Participating Agency's Subscription Agreement for any reason, Participating Agency shall destroy all Fleet Cards. Participating Agency shall remain liable for all purchases, fees, Finance Charges and other charges incurred or arising by virtue of the use of a Fleet Card prior to the termination date.

**C. Surviving Rights.** Rights, obligations and/or liabilities that arise prior to the termination of the Participating Addendum or the Participating Agency's Subscription Agreement shall survive any such termination.

## 8. SECURITY AND CONFIDENTIALITY

**A. Security.** U.S. Bank and the Participating Agency shall safeguard information regarding Cards, Account numbers, passwords, personal identification numbers, and other sensitive information provided by U.S. Bank in a manner that is no less stringent than those applicable to each Party's own proprietary information. Each Party will utilize each Party's respective industry standards to maintain an appropriate information security program to prevent the unauthorized disclosure, misuse, alteration, or destruction of Confidential Information.

**B. Confidentiality.** The U.S. Bank and the Participating Agency agree to the following provisions regarding the use and disclosure of Confidential Information:

- 1) **Confidential Information.** For purposes of this Agreement, "Confidential Information" means information supplied by one Party ("**Disclosing Party**") to the other Party ("**Recipient**") that is expressly protected from unrestricted use by persons not associated with Disclosing Party.
  - a. **U.S. Bank Confidential Information.** U.S. Bank and Participating Agency agree that the Fleet Card Program is a unique service involving the exchange of proprietary and/or Confidential Information between the Parties. Participating Agency agrees that Fleet Card Program reports, manuals, documentation, and related materials shall be circulated by it only to the extent necessary for Participating Agency to manage the Fleet Card Program and/or use such information in connection with Participating Agency's business. Notwithstanding the foregoing, such records may be subject to disclosure in accordance with the State of California or Participating Agency public records laws. Additionally, DGS may post certain materials on the DGS public website to the extent necessary to manage the Fleet Card program.
  - b. **Participating Agency Confidential Information.** U.S. Bank and Participating Agency agree that any non-public financial information of Participating Agency and any non-public data regarding Participating Agency Accounts, Transactions, charges, spending volume or repayment terms is

Confidential Information of Participating Agency and such information shall be circulated by U.S. Bank only to the extent necessary for U.S. Bank to offer the Fleet Card Program.

- 2) **Restriction.** Participating Agency and U.S. Bank agree to take all reasonable steps to safeguard the other Party's proprietary and Confidential Information and not to release such information to any person or Party not essential to participation in the Fleet Card Program.
- 3) **Care.** The Recipient shall provide the same care to avoid an unauthorized disclosure, misuse, alteration or destruction of Confidential Information of the Disclosing Party as it provides to protect its own similar proprietary information, but in no event, less than a reasonable standard of care.

## 9. WARRANTIES.

A. The Parties agree that the following warranties will be inserted into the State Agency Subscription Agreement and that failure of any of the below representations and warranties to be true during the term of the State Agency Subscription Agreement will constitute a material breach.

- 1) The Subscription Agreement constitutes a valid, binding, and enforceable agreement;
- 2) The transaction contemplated by the Subscription Agreement is within the scope of the normal course of business and has received any required further authorization for the State Agency to be duly bound by this Subscription Agreement;
- 3) The execution of the Subscription Agreement and the performance of its obligations under the Subscription Agreement are within the State Agency's powers; have been authorized by all necessary action; and do not constitute a breach of any agreement of the State Agency with any party;
- 4) The State Agency has and continues to comply with all applicable state and federal statutes, ordinances, rules, regulations, and requirements of governmental authorities as they related to the use of the Fleet Card and/or participation in the Fleet Card Program;
- 5) The execution of this Subscription Agreement and the performance of its obligations under this Subscription Agreement will not cause a breach of it arising in law or equity; and
- 6) At the time of execution of this Subscription Agreement the State Agency possesses the financial capacity to perform all of its obligations under the Subscription Agreement.

B. The Parties agree that the following warranties will be inserted into the Local Agency Subscription Agreement and that failure of any of the below representations and warranties to be true during the term of its Local Agency Subscription Agreement will constitute a material breach.

- 1) The Local Agency warrants that the financial information and all other information provided to U.S. Bank or its officers, employees, agents, successors, and assigns is true, complete, and accurate;
- 2) This Local Agency Subscription Agreement constitutes a valid, binding, and enforceable agreement;
- 3) The transaction contemplated by the Local Agency Subscription Agreement is within the scope of the normal course of business and has received any required further authorization for Local Agency to be duly bound by the Local Agency Subscription Agreement;
- 4) The execution of the Local Agency Subscription Agreement and the performance of its obligations under the Local Agency Subscription Agreement are within Local Agency's powers, have been authorized by all necessary action, and do not constitute a breach of any agreement by Local Agency with any party;
- 5) The Local Agency has and continues to comply with all applicable state and federal statutes,

ordinances, rules, regulations, and requirements of governmental authorities as they relate to the use of the Fleet Card and/or participation in the Fleet Card Program;

- 6) The execution of this Local Agency Subscription Agreement and the performance of its obligations under this Local Agency Subscription Agreement will not cause a breach by Local Agency of any duty arising in law or equity; and
  - 7) At the time of execution of the Local Agency Subscription Agreement, Local Agency possesses the financial capacity to perform all of its obligations under the Local Agency Subscription Agreement.
- C. U.S. Bank agrees that the failure of any of the below representations and warranties to be true during the term of this Participating Addendum shall constitute a material breach of this Participating Addendum and/or any corresponding Participating Agency Subscription Agreement. U.S. Bank warrants that:
- 2) This Participating Addendum constitutes a valid, binding and enforceable agreement of U.S. Bank;
  - 3) The execution of this Participating Addendum and the performance of its obligations under this Participating Addendum are within U.S. Bank's powers, have been authorized by all necessary action, do not require action by or approval of any governmental or regulatory body agency, or official; and do not constitute a breach of any agreement by U.S. Bank with any party;
  - 4) U.S. Bank has and continues to comply with all applicable state and federal statutes, ordinances, rules, regulations, and requirements of governmental authorities as they relate to the Participating Addendum;
  - 5) The execution of this Participating Addendum and the performance of U.S. Bank's obligations under this Participating Addendum will not cause a breach by it of any duty arising in law or equity; and
  - 6) U.S. Bank possesses the financial capacity to perform all of its obligations under this Participating Addendum.

## 10. CREDIT PROVISIONS

- A. **Financial Information.** The establishment of a Fleet Card Program provides an extension of credit, and the State and each participating local governmental agency shall provide sufficient information to enable U.S. Bank to perform periodic credit reviews.
- 1) **State Agencies.** The State of California will be credit qualified as a single entity upon execution of the Participating Addendum. Individual state agencies will not be required to credit qualify on their own.
  - 2) **Local Governmental Agencies.** Each local governmental agency must individually credit qualify and submit a signed, properly completed Local Agency Subscription Agreement to U.S. Bank.
  - 3) **Financial Information for State and Local Governmental Agencies.** To become credit qualified, the State and each local governmental agency will provide the last three (3) years of audited financial statements to U.S. Bank prior to the issuance of any cards. U.S. Bank shall have the right to require the State or any local governmental agency to provide annual financial statements on or before one hundred eighty (180) days after the end of the fiscal year. The local governmental agency should provide this first set of financial statements with their signed, completed Local Agency Subscription Agreement. U.S. Bank will review the financial statements and provide notice to each local governmental agency of the approval or decline of their credit qualification. If satisfactory financial information can be found on a website, U.S. Bank will not require the State or local governmental agency to provide financial information that U.S. Bank can obtain on its own.

**11. AGGREGATE PRODUCT CREDIT LIMIT AND ACCOUNT CREDIT LIMITS.** Subject to credit approval by U.S. Bank, an account credit limit (an “ACL”) for each Account and an aggregate product credit limit (the “PCL”) for all Accounts shall be established by U.S. Bank pursuant to this Participating Addendum.

**A. Revising the PCL.** U.S. Bank, at its sole discretion, shall have the right to revise the PCL. U.S. Bank shall provide notice to Participating Agency of any decrease in the PCL. In the event a decrease in the PCL results in a revised PCL that is lower than the aggregate current amount outstanding on all Accounts, Participating Agency shall have 30 days to make a payment to U.S. Bank that is sufficient to reduce the aggregate current amount outstanding to an amount that is equal to or less than the revised PCL.

**B. Revising ACLs.** U.S. Bank, at its sole discretion, shall have the right to revise any ACL.

**1) Participating Agency Accounts.** U.S. Bank shall provide notice to Participating Agency of any decrease in an ACL. In the event a decrease in the ACL results in a revised ACL that is lower than the aggregate current amount outstanding on the Account, Participating Agency shall have 30 days to make a payment to U.S. Bank on the Account that is sufficient to reduce the aggregate current amount outstanding for such Account to an amount that is equal to or less than the revised ACL.

**2) Fraudulent Activity.** U.S. Bank may revise any ACL and/or limit spending activity on any Account for which fraudulent activity is suspected.

**12. REGISTERED MARKS AND TRADEMARKS.** DGS, Participating Agency and U.S. Bank each recognize that they have no right, title or interest, proprietary or otherwise, in or to the name or any logo, copyright, service mark or trademark owned or licensed by the other Party. DGS, Participating Agency and U.S. Bank each agree that, without prior written consent of the other Party, they will not use the name or any name, logo, copyright, service mark or trademark owned or licensed by the other Party.

**13. MISCELLANEOUS.**

**A. Non-Waiver.** No failure on the part of U.S. Bank or Participating Agency to exercise, and no delay in exercising any right under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right under this Fleet Card Agreement preclude any other or further exercise thereof or the exercise of any other right.

**B. Severability.** Should any provision of this Agreement be declared invalid for any reason, such decision shall not affect the validity of any other provisions, which other provisions shall remain in force and effect as if this Agreement had been executed with the invalid provision(s) eliminated. The State and U.S. Bank shall use their best efforts to agree upon a valid substitute provision in accordance with the purpose of this Agreement and the intent of the Parties.

**C. USA PATRIOT Act.** In order to comply with the requirements of the USA PATRIOT Act, U.S. Bank requires Participating Agency to provide its legal entity name, street address, taxpayer identification number and other information that will allow U.S. Bank to identify Participating Agency prior to establishing an account for such entity. U.S. Bank reserves the right to require that Participating Agency promptly provide to U.S. Bank sufficient identification documents upon request in connection with USA PATRIOT Act compliance.

**D. Headings.** The headings of the sections of this exhibit are intended for the convenience of reference only and shall in no way be held to explain, modify, amplify or aid in the interpretation of the provisions hereof.

**E. Fees.** U.S. Bank may only assess fees to Participating Agency as provided in Exhibit E, Section 5 (Card Fees).

## EXHIBIT E – Incentives and Fees

### 1. INTRODUCTION

This exhibit identifies the incentive share (rebates) and fees applicable under this Participating Addendum. All incentive share components and fees shall be firm fixed for the Participating Addendum term including any optional extension periods.

### 2. COMMENCEMENT OF THE NEW REVENUE SHARE OPPORTUNITY

The first revenue share payment pursuant to this Participating Addendum, if any is earned, shall be made within 60 days after the end of the first Agreement Quarter. The first Agreement Quarter is defined as the first full Calendar Quarter which consists of the three month calendar period beginning in January, April, July or October following the Effective Date of the Participating Addendum.

### 3. INCENTIVE SHARE (REBATES)

The Contractor will provide a Volume Sales Incentive and Prompt Payment Incentive (Incentive Share Components #1-2) to the State on a quarterly (3 calendar month) basis. The Contractor will provide an Annual Volume Sales Incentive (Incentive Share Component #3) to the State on an annual (calendar year) basis. Incentives will be paid to the State per Exhibit E, Section 4 (Incentive Share Payment Schedule and Terms).

#### A. Incentive Share Component #1 – Volume Sales Incentive

The Volume Sales Incentive is based on the total volume sales for each individual Participating Agency for each quarter (3 calendar months).

The following formula will be used to determine the Volume Sales Incentive for each Participating Agency:

Volume Sales Incentive Calculation			
Quarterly Volume Sales (for individual participating agency)	x	.0130 (130 bps)	= Participating Agency Quarterly Volume Sales Incentive

The total quarterly Volume Sales Incentive #1 for all Participating Agencies will be paid to the State per Exhibit E, Section 4 (Incentive Share Payment Schedule and Terms).

#### B. Incentive Share Component #2 – Prompt Payment Incentive

The Prompt Payment Incentive calculation is designed to provide an incentive to the State, when Client Held Days is less than forty-five (45) days for each Participating Agency. Client Held Days cannot be less than zero (0). Client Held Days means the sum of the daily balances for the quarter divided by the total Net Charge Volume for the quarter less 15 days. The Prompt Payment Incentive is based solely on the Client Held Days Payment Performance for each Participating Agency for each quarter (3 calendar months).

The following formula will be used to determine the Prompt Payment Incentive for each Participating Agency:

Prompt Payment Incentive Calculation			
$\frac{(45 - \text{Client Held Days})}{45}$	x	.0045 (45 bps)	x
		Quarterly Volume Sales (for individual participating agency)	= Participating Agency Quarterly Prompt Payment Incentive

The total quarterly Prompt Payment Incentive #2 for all Participating Agencies will be paid to the State per Exhibit E, Section 4 (Incentive Share Payment Schedule and Terms).

### C. Incentive Share Component #3 – Annual Volume Sales Incentive

An Annual Volume Sales Incentive will be given to the State. The Annual Volume Sales Incentive is based on a tier rate (determined from the combined annual sales volume for all WSCA-NASPO Participating States) applied to the State's annual sales volume.

The following formula will be used to determine the Annual Volume Sales Incentive for the State:

Annual Volume Sales Incentive Calculation			
State Annual Sales Volume (all Participating Agencies)	x	Applicable tier rate	= State Annual Sales Volume Incentive
Tier	Annual Overall WSCA-NASPO Participating States' Volume		Tier Rate
1	\$50,000,000 - \$100,000,000		.0040 (40 bps)
2	\$100,000,001 - \$300,000,000		.0041 (41 bps)
3	\$300,000,001 - \$500,000,000		.0043 (43 bps)
4	\$500,000,001 +		.0045 (45 bps)

## 4. INCENTIVE SHARE PAYMENT SCHEDULE AND TERMS

### A. Incentive Share Components #1-2

- 1) Incentive Share Components #1-2 (Volume Sales Incentive and Prompt Payment Incentive for all Participating Agencies) will be paid quarterly to the Department of General Services, Office of Fleet and Asset Management (DGS-OFAM) within 60 days following the last day of each calendar quarter.
- 2) Incentive Share Components #1-2 will be paid via Automatic Clearing House (hereinafter "ACH") to the DGS-OFAM, unless the DGS-OFAM requires another form of payment.
- 3) If the combined Incentive Share Components #1-2 is less than \$75.00 per calendar quarter, the State will forfeit its incentive share for that quarter.
- 4) In the event that a Participating Agency's subscription agreement is terminated prior to the completion of any quarter (3 calendar months), Incentive Share Components #1-2 shall include any incentive share earned prior to the termination date.
- 5) Payment made for Incentive Share Components #1-2 will be net of accumulated Charge-offs. "Charge-off" means the entire amount due and owing to the Contractor by the Participating Agency that remains outstanding on an Account that was left unpaid for one hundred fifty (150) days after the Statement due date.
- 6) Any Charge-offs in excess of the net Incentive Share Components #1-2 from one (1) calendar quarter will be subtracted from one (1) or more of the following calendar quarters.

### B. Incentive Share Component #3

Incentive Share Component #3 will be paid annually to the DGS-OFAM within 60 days following the last day of the calendar year. Incentive Share Component #3 will be paid via ACH to the DGS-OFAM, unless the DGS-OFAM requires another form of payment.

In the event that the Participating Addendum is terminated prior to the completion of any calendar year, payment for Incentive Share Component #3 shall be made to the DGS-OFAM within 60 days following the last day of the calendar year for annual volume sales which occurred prior to the Participating Addendum termination date.

## 5. CARD FEES

Applicable fleet card fees include:

	Fees Applicable to Fleet Card	Charge
1.	Account Set Up – one-time fee	\$0.00
2.	Fleet Card Fees – monthly fee dependent on number of cards <ul style="list-style-type: none"><li>• 7-25 cards</li><li>• 26-100 cars</li><li>• 101-200 cards</li></ul>	\$0.00 \$0.00 \$0.00
3.	Invoice, including statement, payments, adjustments and taxes	\$0.00
4.	Driver Report	\$0.00
5.	Exception Report	\$0.00
6.	Service Station Activity Report	\$0.00
7.	Product Purchase Summary	\$0.00
8.	Fleet Commander Online web access by user	\$0.00
9.	Card delivery charge when overnight delivery service used	\$20.00
10.	Expense Summary by Business Unit	\$0.00
11.	Logo Embossing Fee; a two-week delay may occur with Card issuance and implementation.	\$0.00



## EXHIBIT F – Glossary of Terms

### 1. INTRODUCTION

Terms used throughout this Participating Addendum are defined below. Additional terms may be defined within individual exhibits.

### 2. DEFINITIONS

Term	Definition
<b>Account</b>	Any account number assigned to a Participating Agency to which charges and payments may be posted.
<b>Agency Fleet Card Coordinator</b>	An individual designated by the Participating Agency to serve as the primary point of contact between Participating Agency and U.S. Bank responsible for the Participating Agency's Fleet Card program management and oversight.
<b>Billing Cycle</b>	The period of time from which a Statement is generated until the next Statement is generated.
<b>Charge</b>	Any transaction posted to an Account that has a debit value.
<b>Charge-off</b>	The entire amount due and owing to the Contractor by the Participating Agency that remains outstanding on an Account that was left unpaid for one hundred fifty (150) days after the Statement due date.
<b>Client Held Days</b>	"Client Held Days" means the sum of the daily balances for the calendar quarter divided by the total Net Charge Volume for the calendar quarter less fifteen (15) days and cannot be less than zero (0) days.
<b>Client Held Days Payment Performance</b>	The average speed of repayment of Charges made for each calendar quarter.
<b>Fleet Commander®</b>	Contractor's system for fleet card program management and reporting.
<b>Fraudulent Charges</b>	Charges which are not initiated, authorized, or otherwise requested by Participating Agency and/or a Cardholder by any means (electronic, telephonic or written) and do not directly or indirectly benefit Participating Agency and/or a Cardholder.
<b>Incentive Share</b>	Actual monies paid to the State based on volume and speed of pay.
<b>Local Governmental Agency</b>	Pursuant to Public Contract Code §10298 and for purposes of this Participating Addendum, a "local government agency" is any city, county, district, or other local governmental body or corporation empowered to expend public funds for the acquisition of goods, information technology, or services. Further, for purposes of this Participating Addendum, reference to local government agencies will also include the California State Universities (CSU) and University of California (UC) systems.
<b>Net Charge Volume</b>	All charges set forth on the Statements furnished for all Accounts, less fees, Fraudulent Charges, chargebacks, and amounts Charged-off by U.S. Bank with respect to such Accounts as uncollectible for each calendar quarter.
<b>Participating Agency</b>	A state agency or local governmental agency that has executed a properly completed Subscription Agreement and/or Local Agency Subscription Agreement and received required credit approval from the Contractor for participation in the State's Fleet Card Program under the Participating

<b>Term</b>	<b>Definition</b>
	Addendum.
<b>Quarterly Volume Sales</b>	All Charges set forth on the Billing Statements furnished for all Accounts, less Fees, Fraudulent Charges, chargebacks, and amounts Charged-off by Contractor with respect to such accounts as uncollectible for each calendar quarter.
<b>State Agency</b>	A State of California government agency, department, bureau, board, or commission.
<b>State Contract Administrator</b>	Individual designated by the Department of General Services as the single point of contact for the Participating Addendum contractual issues.
<b>State Fleet Program Manager</b>	An individual designated by the Department of General Services, Office of Fleet and Asset Management (DGS-OFAM) to serve as the primary point of contact between DGS-OFAM and U.S. Bank responsible for managing day-to-day operation of the State's Fleet Card Program.
<b>Subscription Agreement</b>	Supplement to the Participating Addendum, executed by qualified agencies, agreeing to all terms and conditions of the Participating Addendum.



**Orange County Fire Authority**  
**AGENDA STAFF REPORT**

**Executive Committee Meeting**  
**January 26, 2017**

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

**Cooperative Contract – Blanket Order for  
Wireless Service and Hardware**

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**Contact(s) for Further Information**

Michael Schroeder, Assistant Chief Support Services Department	<a href="mailto:michaelschroeder@ocfa.org">michaelschroeder@ocfa.org</a>	714.573.6008
Joel Brodowski, IT Manager	<a href="mailto:joelbrodowski@ocfa.org">joelbrodowski@ocfa.org</a>	714.573.6421

**Summary**

This item is submitted for the approval to issue a blanket order contract for wireless service and the purchase of mobile device equipment to Verizon Wireless utilizing the NASPO/Valuepoint cooperative contract.

**Prior Board/Committee Action**

None.

**RECOMMENDED ACTION(S)**

1. Approve and authorize the Purchasing Manager to issue a blanket order contract to Verizon Wireless in the amount of \$665,000 annually, utilizing the NASPO/Valuepoint cooperative contract through June 30, 2019.
2. Approve and authorize the Purchasing Manager to increase the contract with Verizon Wireless for additional services as needed not-to-exceed 3% per year, provided that the cooperative agreement is in effect and funding is available.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Funding for wireless service is accounted for in the FY 2016/17 Budget; additional funding has been requested during the 2016/16 mid-year budget request process to add 150 more mobile devices to the OCFA mobile data plans and to increase all data plans to unlimited data. Funding for the purchase and replacement of mobile device equipment is accounted for in CIP Fund 12110.

**Background**

The Information Technology Section (IT) is responsible for providing wireless service and mobile device equipment, such as cellular telephones, tablets, as well as ancillary items such as chargers, and cases to OCFA personnel as necessary. This equipment is used by OCFA staff for emergency response command, management, and special assignment purposes. Currently, there are over 1,200 wireless devices deployed throughout the agency including mobile smart phones, iPads and Microsoft Windows tablets and Automatic Vehicle Location (AVL) modems installed in OCFA emergency vehicles. In order to leverage the significant discounts available, OCFA utilizes the State of California Verizon Wireless cooperative contract available through

NASPO/ValuePoint (formerly WSCA). The current cooperative contract is valid through June 30, 2019.

This cooperative contract resulted from a competitive solicitation issued by the State of Nevada, RFP #1907, and the State of California Participating Addendum Master Price Contract #7-10-70-16. Use of this contract entitles OCFA to the same bulk-discounted rates for wireless service that the State of California receives due to its maintenance of 150,000 active lines. Additionally, use of this contract to purchase mobile device equipment has yielded significant cost savings as Verizon frequently offers deeply discounted promotional pricing for government agencies that use the cooperative. In some instances, the promotional pricing has been found to be as much as 35.9% lower than the competition.

The OCFA is replacing all Microsoft Windows Prehospital Care Reports (PCR) data tablets with Apple iPads as part of the PCR service enhancement project. The cost of iPads is significantly lower than Windows tablets, as a result two iPads can be deployed to each emergency vehicle to be used for PCR and other public safety computer applications.

Previously, OCFA used much lower data plans and banked unused data in a pool of minutes available to all users which is no longer sufficient due to increased numbers of OCFA wireless capable devices consuming much larger data amounts with the new Computer Aided Dispatching (CAD) system and other public safety applications. Upgrading the data plans will prevent data overage charges.

Wireless service has currently been handled in the same manner as other utilities, while purchases of equipment are executed separately following the guidelines established for commodities. Because an increase in operational efficiency can be realized by establishing one annual Blanket Order contract for both wireless service and equipment, and because the annual aggregate amount spent with Verizon Wireless exceeds the thresholds in the Roles and Responsibilities Matrix, approval to issue this contract is requested.

Staff recommends approval and authorization for the Purchasing Manager to issue to Verizon Wireless an annual Blanket Order contract for wireless service in the amount of \$665,000. Staff anticipates spending up to \$40,000 of the total authorized amount for equipment purchases including mobile and smart phones, iPads, cases, etc. available at steep discounts from Verizon.

**Attachment(s)**

1. California Participating Addendum #7-10-70-16, Amendment Nine (on file in the Office of the Clerk and available upon request)
2. State of Nevada Master Service Agreement #1907 (on file in the Office of the Clerk and available upon request)

**CALIFORNIA PARTICIPATING ADDENDUM  
WESTERN STATES CONTRACTING ALLIANCE (WSCA)  
WIRELESS EQUIPMENT AND SERVICES  
VERIZON WIRELESS  
MASTER PRICE CONTRACT  
CONTRACT #7-10-70-16  
Amendment # 9**

**1. Scope:**

This Participating Addendum is between the State of California and Verizon Wireless.

This Participating Addendum covers the purchase of Wireless Services and Equipment for all State departments and may include all California political subdivisions/local governments. "State department" for the purpose of this Participating Addendum refers to any entity of the executive branch of California government including, but not limited to agency, department, board, commission, office, association or institution. A "California political subdivision/local government" is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds. Each political subdivision/local government should make its own determination whether the WSCA program is consistent with its procurement policies and regulations. Eligible Entity for the purpose of this Participating Addendum, unless otherwise specified includes State departments and California political subdivision/local governments as defined above.

The California Participating Addendum for wireless services and equipment is designed to take advantage of the WSCA Nevada volume purchasing to develop a wireless (voice and data) services and equipment offering unique and specific to the California State's wireless business needs with respect to lowest costs and optimum operational efficiencies.

The State of California Pricing offering in Attachment 1, specifically the Plans and Features, is being offered based on the State of California (state and local subscribers) maintaining 150,000 active/billing lines in service with Verizon Wireless under this Participating Addendum, which includes lines of service from the former California Wireless contract #1S-05-58-02. The number of active/billing lines of service is comprised of both State and Local government liable (government paid) subscribers purchasing under this State of California WSCA Participating Addendum.

If the number of active/billing lines in service with Verizon Wireless falls below, 150,000 for three consecutive months, this Participating Addendum will remain in full force and effect, but the special State of California pricing in Attachment 1 will no longer be available to new lines of service. Lines of service already on the special State of California pricing will be permitted to stay on that pricing, and new lines of service will be able to use standard WSCA pricing if then permitted by the State of California.

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**THE SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING ARRA FUNDS APPLY TO THE ORDERING AGENCY. IF OR WHEN VERIZON WIRELESS AS A VENDOR, IS NOTIFIED BY ORDERING AGENCY THAT A SPECIFIC PURCHASE OR PURCHASES ARE BEING MADE WITH ARRA FUNDS, VERIZON WIRELESS AGREES TO COMPLY WITH THE DATA ELEMENT AND REPORTING REQUIREMENTS THAT ARE LEGALLY REQUIRED OF PROVIDERS OF GOODS AND RELATED SERVICES. VERIZON WIRELESS, AS IT RELATES TO PURCHASES UNDER THIS CONTRACT IS NOT A SUBCONTRACTOR OR SUBGRANTEE, BUT SIMPLY A PROVIDER OF GOODS AND RELATED SERVICES. THE ARRA SUPPLEMENTAL TERMS AND CONDITIONS ARE LOCATED AT:**

**[HTTP://WWW.DOCUMENTS.DGS.CA.GOV/PD/POLIPROC/ARRATAND%20C021009FINAL.PDF](http://www.documents.dgs.ca.gov/pd/poliproc/arratand%20C021009FINAL.PDF)**

**2. Leasing**

Not Applicable.

**3. Terms and Conditions:**

For changes under this Participating Addendum by any Eligible Entity listed in Section 1, Scope, the following Changes apply:

a. The California General Provisions (CAGP) (GSPD-401IT General Provisions-Information Technology based on June 8, 2010 standard) for Western States Contracting Alliance (WSCA) contract for wireless equipment and services as attached become a part of this Participating Addendum.

b. The California General Provisions (CAGP) shall prevail if there is a conflict between the terms and conditions of the contractor's WSCA Nevada, WSCA Master Price Agreement, packaging, invoices, catalogs, brochures and technical data sheets; except as follows:

Section 26 Limitation of Liability, Sub-section (d) (GSPD-401IT General Provisions)

Add: In no event shall Verizon Wireless be liable for users' inability to access 911 or E911 service

c. Verizon Wireless response to the Department of General Services (DGS) Request for Offer (RFO) #DGS-1070 together with its exhibits and/or addendum as referenced is incorporated in its entirety.

**CALIFORNIA PARTICIPATING ADDENDUM  
WESTERN STATES CONTRACTING ALLIANCE (WSCA)  
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d. This Participating Addendum is entered into by the parties under the Nevada, WSCA Master Price Agreement number 1907 (hereinafter "Nevada WSCA Master Price Agreement"). For purposes of this Participating Addendum, the Contract Number (used interchangeably with the term "Master Price Agreement Number") shall be 7-10-70-16.

e. Order of Precedence:

To the extent of a conflict in terms between the WSCA Master Price Agreement and this Participating Addendum, the following descending order of precedence shall apply:

- Participating Addendum
- Request for Offer (RFO) # DGS-1070 together with its exhibits and/or addendum(s) and the WSCA Wireless Providers Responding Offer
- Attachment #1, Pricing Worksheet Rev. 2 dated 12-9-11 in its entirety. Current Pricing Worksheet is incorporated via this amendment and contract supplement; all further Pricing Worksheet changes will be accomplished via contract supplement only.
- Nevada, WSCA Master Price Agreement number 1907

f. California Department of Technology Termination of Contract:

The State may terminate this contract at any time upon 30 days prior written notice. Upon termination or other expiration of this contract, each party will assist the other party in orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

g. Reports & Administrative Fee:

All reports and administrative fees associated with this Participating Addendum will be provided in accordance with the State's Request for Offer (RFO) # DGS-1070 together with its exhibits and/or addendum(s) and the WSCA Wireless Providers Responding Offer.

**CALIFORNIA PARTICIPATING ADDENDUM  
WESTERN STATES CONTRACTING ALLIANCE (WSCA)  
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The administrative fee check should be submitted to the following address:

California Department of Technology  
Accounting  
P.O. Box 1810, Y06  
Rancho Cordova, CA 95741

All reports associated with this Participating Addendum shall be submitted to the primary state government contact listed below.

- h. The primary state government contact for this Participating Addendum is as follows:

California Department of Technology  
Statewide Technology Procurement Division  
P.O. Box 1810, MS 12  
Rancho Cordova, CA 95741

Contact: **Danh Ngo**  
E-mail: **Danh.Ngo@state.ca.gov**  
Phone: **(916) 431-5553**

- i. The primary Verizon Wireless Customer contact for this Participating Addendum is as follows:

**Verizon Wireless Primary Contact:**

Address:	<u>2795 Mitchell Drive</u>
	<u>Walnut Creek, CA 94598</u>
Contact:	<u>Chris Rock, National Accounts Manager</u>
E-Mail:	<u><a href="mailto:Chris.Rock@VerizonWireless.com">Chris.Rock@VerizonWireless.com</a></u>
Phone:	<u>916 599-3003</u>

**Secondary Contacts:**

Contact:	<u>Adrianne Koehler-Downie, Associate Director</u>
E-mail	<u><a href="mailto:Adrianne.Koehler-Downie@VerizonWireless.com">Adrianne.Koehler-Downie@VerizonWireless.com</a></u>
Phone	<u>916-357-2495</u>

Contact:	<u>Wes Senechal, Director</u>
E-Mail:	<u><a href="mailto:Wes.Senechal@VerizonWireless.com">Wes.Senechal@VerizonWireless.com</a></u>
Phone:	<u>925-279-6420</u>



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j. Price Agreement Number:

The Master Price Agreement number for this Participating Addendum is Contract Number 7-10-70-16. The Master Price Agreement Number MUST be shown on all purchase documents issued against this Master Price Agreement.

This Addendum, Verizon Wireless's response to the Department of General Services Request for Offer (RFO) #DGS-1070 together with its exhibits and/or addendum(s) and the Price Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum, Verizon Wireless's response to the DGS RFO #DGS-1070 together with its exhibits and/or amendments, and the Price Agreement and its exhibits and/or amendments shall not be added to or incorporated into this Addendum, DGS RFO #DGS-1070 with its exhibits and/or addendum(s) or the Price Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum, Verizon Wireless's response to the DGS RFO #DGS-1070 and its exhibits and/or amendments and the Price Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

k. Effective Dates:

This Participating Addendum shall be effective upon approval by the California Department of Technology and will continue until the End Date of the Master Price Agreement. Lead State amendments to extend the term date are automatically incorporated into this Participating Addendum unless terminated early in accordance with the terms and conditions of the Master Price Agreement or this Participating Addendum.

This Participating Addendum supersedes and replaces all previous addendums with respect to the subject matter hereof.

l. Servicing Subcontractors:

The Contractor, at this time, will not be using subcontractors to provide any products or services.

**CALIFORNIA PARTICIPATING ADDENDUM  
WESTERN STATES CONTRACTING ALLIANCE (WSCA)  
WIRELESS EQUIPMENT AND SERVICES  
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m. State Departments – Specific Purchasing Guidelines

State departments are restricted from acquiring any service plans, features and/or equipment beyond those identified on the attached pricing worksheets incorporated into this participating addendum.

n. California political subdivision/local government – Specific Purchasing Guidelines

The WSCA/WP will afford the opportunity to California political subdivisions/local governments to acquire any service plans, features and/or equipment identified on the attached Pricing Worksheets incorporated into this Participating Addendum. California political subdivisions/local governments, at their option, will be afforded the opportunity to continue with the existing plans, or acquire all other products and services provided by the WSCA-Nevada offerings. The WSCA/WP agrees to provide all reports required by the RFO and agreed to by the WSCA/WP in its RFO response; however, due the Customer Proprietary Network (CPNI) concerns, appropriate consent must be obtained from the departments and agencies included in the reports. In consideration of allowing local government agencies to choose from either (i) the special State of California pricing identified in the Pricing Worksheets incorporated into this Participating Addendum and/or (ii) standard WSCA pricing, the parties agree that any line that receives new equipment under a standard WSCA plan must remain on standard WSCA pricing for at least ten (10) months, and may not switch to any Plan offered under State of CA Pricing until at least ten months of its one year individual line term have been completed. In the event any such line switches prior to the expiration of at least ten (10) months of its one year line term, the WSCA/WP will migrate the line back to its original standard WSCA plan. The WSCA/WP is not required to provide notice when it migrates a line back to its original standard WSCA pricing under the terms of this paragraph.

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Amendment #9, makes the following administrative changes:

1) Reports shall be submitted as follows:

Administrative Reports:

FROM: California Department of Technology  
Statewide Technology Procurement Division  
Attn: Monica Parra Barrios  
P.O. Box 1810, MS Y12  
Rancho Cordova, CA 95741

TO: California Department of Technology  
Statewide Technology Procurement Division  
Attn: Danh Ngo  
P.O. Box 1810, MS Y12  
Rancho Cordova, CA 95741

2) Changes the primary state government contact for this Participating Addendum:

FROM: Monica Parra Barrios, Wireless Contract Administrator  
TO: Danh Ngo, Wireless Contract Administrator

By signing below Verizon Wireless agrees to offer the same products/and or services as on the (the lead state and contract number) at prices equal to or lower than the prices on that contract.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

**State of California:**

Department of Technology

By: Marnell Voss

Name: Marnell Voss

Title: Deputy Director

Date: 5/20/2015

**Contractor Name**

Verizon Wireless

By: Todd Loccisano

Name: Todd Loccisano

Title: Executive Director  
Enterprise & Government Contracts

Date: 5/18/2015



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee Meeting  
January 26, 2017

Agenda Item No. 3J  
Consent Calendar

**Request for Special Procurement  
For Rugged Cases, Vehicle Mounting & Charging Systems**

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**Contact(s) for Further Information**

Mike Schroeder, Assistant Chief  
Support Services Department

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

714.573.6008

Joel Brodowski, IT Manager

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

714.573.6421

**Summary**

This agenda item seeks approval to utilize the special procurement provision under Article III (Section 1-23) in the Purchasing Ordinance for the purchase of rugged cases, vehicle mounting systems, and inductive charging systems from iPort Enterprise Solutions for Prehospital Care Report (PCR) Apple iPads being deployed in approximately 150 OCFA emergency vehicles and 15 fire stations.

**Prior Board/Committee Action**

Not Applicable.

**RECOMMENDED ACTION(S)**

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

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

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

**Background**

***Special Procurement Justification***

A "special procurement" contract is recommended (per the Purchasing Ordinance and Roles/Responsibilities Matrix) when it is in the best interest of OCFA to award a contract without bidding requirements and the procurement does not meet the definition of a sole source. Staff is recommending a special procurement with iPort Enterprise Solutions as the only vendor that met all OCFA requirements and are certified to meet simulated vehicle roll-over tests with over 9.1g

of acceleration force. They were also the only vendor that featured inductive (wireless) charging and magnetic mounting capability. Staff negotiated a 30% discount on all equipment to be purchased.

### ***OCFA's OCMEDS Tablets***

The OCFA is replacing the first generation of Orange County Medical Emergency Data System (OCMEDS) computerized Prehospital Care Report (PCR) data tablets deployed in 2012, with new Apple iPads that use the next generation OCMEDS *Elite* PCR program. The most requested change/fix by Operations personnel for the first generation OCMEDS PCR program that only worked on computer tablets running the Windows operating system, was that the next generation OCMEDS PCR program work on iPads. Replacing the first generation PCR Windows tablets with iPads also requires changing the carry cases, vehicle mounting systems, and charging systems in all OCFA apparatus and vehicles as they are incompatible with iPads. Staff discovered from the first generation of PCR tablets that using mechanical mounting systems which clamp the tablets in place, and wired power adapters resulted in high damage rates for the PCR tablets. This was because the complexity of the mounting systems often resulted in PCR tablets left on vehicle dashboards, or otherwise loose in the vehicles subjecting them to vehicle motion damage.

Staff developed new requirements and began researching vehicle mounting and charging systems for iPads in late 2015. The new requirements included simple to operate, cost effective, easy installation, magnetic mounting, wireless charging capability, and ability to mount and view the iPad from multiple angles inside the apparatus. While staff found a few vendors who met some of the requirements, iPort Enterprise Solutions met all requirements.

Additionally, Dana Innovations, the parent company of iPort also provided acceleration testing results performed by National Technical Systems, an accredited testing laboratory, where iPort mounting systems and iPads similar to what OCFA would utilize were subjected to over 9.1g of force thus simulating a vehicle roll-over, and did not become detached or damaged in any way. This eliminates the risk of injury due to iPads or iPort mounting systems becoming detached and projecting throughout the vehicle in the case of an accident.

iPort also provided information that they meet all Apple, Inc. MFi (Made for iPad) program power requirements for its inductive charging systems. <https://mfi.apple.com/MFiWeb/getAPS>

### ***Conclusion***

Staff is requesting that OCFA standardize on the iPort Enterprise Solutions carry cases, vehicle mounting systems, and charging systems, and authorize the Purchasing Manager to issue a purchase order using the special procurement provision in the Purchasing Ordinance. This will allow for the purchase of 310 rugged cases (to be installed in approximately 150 vehicles, with two per vehicle), vehicle mounting systems, and charging systems, plus 15 tabletop charging stations for deployment in designated fire stations in the amount of \$118,937.56. Staff is also requesting authorization to issue an annual Blanket Order in the amount of \$25,000 per year for three years for future purchases as needed for replacements or for deploying additional iPads in OCFA apparatus and vehicles.

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

1. iPort Enterprise Solutions Quote
2. Special Procurement Request Form
3. iPort Installation Example



# Orange County Fire Authority

**Date:** January 9th, 2016

**Proposal Name:** OCFA iPort Rugged Systems

**Prepared by:**

Erin Henderson Enterprise Sales Coordinator

949-485-0351

[erinh@iportproducts.com](mailto:erinh@iportproducts.com)







iPort® Enterprise Solutions is an enterprise class electronics company providing solutions for robust and scalable iPad® deployment across small and large organizations. iPad's rich library of apps and features have given today's organizations more ways to connect to customers, services, and products. We believe in order to take full advantage of iPad it needs to be held in a secure place, fully charged, protected from wear and tear, and easily integrate into any application.

iPort Enterprise Solutions was started by a group of design savvy tech visionaries who invented the world's first in-wall dock for iPod® in 2004. We are obsessed with user experience, quality and design. Our focus is simple: to create opportunities for businesses and their customers to improve the iPad experience.

The iPort Enterprise Solution portfolio includes LaunchPort®, the world's first and only inductive charging system for iPad, Charge Case and Stand®, an all-in-one case, charger and stand solution for iPad, Surface Mount®, the easiest way to install an iPad on any surface, and Control Mount®, the world's most elegant in-wall mount for iPad.



# iPort Proposal

## **Products included in this proposal:**

- iPad Air 1/2, 9.7" Pro Charging Case AP.5 Black
- Vehicle Charging Stations, CrewBox Black
- Tabletop Mounting Stations, BaseStation Black
- Rugged iPad Air 1/2, 9.7" Sleeve Black

## **Terms of the order are as follows:**

- Freight:
  - Ground Freight Available for \$245.00 From San Clemente To Irvine
  - Will Call Also Available In San Clemente
- Payment:
  - NET 30
- Lead Time:
  - 2-4 Weeks From PO





# OCFA iPort Rugged Systems

Description	Price	Qty	Tax 1	Subtotal
AP.5 Case for iPad Air 1/2, 9.7" Pro Black	\$149.00	310	7.75%	\$49,769.73
BASESTATION - Tabletop Black	\$199.00	15	7.75%	\$3,216.34
CrewBox- Vehicle Charging Station Black	\$250.00	310	7.75%	\$83,506.25
Rugged Sleeve Black	\$99.00	310	7.75%	\$33,068.48

Subtotal	<b>\$169,560.80</b>
Discount (30%)	<b>-\$50,868.24</b>
<b>Total</b>	<b>\$118,692.56</b>



## Terms and Conditions

This quotation is good for 30 days from January 9th, 2016 after which a new price may be implemented. Any modifications to the required bill of materials may require a new quotation. All products are non-refundable once initial PO is received. These prices are while supplies last.

iPort warrants the Product against defects in materials and workmanship for a period one (1) year from the date of original purchase ("Warranty Period"). If a defect arises and a valid claim is received by iPort within the Warranty Period, at its option, iPort will repair the Product or exchange the Product with a functionally equivalent product. iPort warrants repaired Products and replacement products provided hereunder against defects in materials and workmanship from the date of the repair or replacement for ninety (90) days or, if longer, for the remainder of the Warranty Period.

Print Name: \_\_\_\_\_

Approval Signature: \_\_\_\_\_

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



## OCFA Special Procurement Justification Form

*The Purchasing Ordinance of the Orange County Fire Authority requires competitive bids and proposals for service and commodity contracts. A special procurement is defined as a purchase, where due to unusual or special circumstances, it would be in the best interest of the OCFA to accomplish the procurement without compliance with the competitive bidding requirements. Special Procurements are not applicable to construction services. The using department requesting a special procurement shall provide written evidence to support a special procurement determination. This form is to be submitted with the purchase requisition to Purchasing with any special procurement requests.*

### SECTION I - INSTRUCTIONS

1. Written justification on this form will be completed by the requesting department and submitted with the purchase requisition.
2. The request must be approved by the section manager and assistant chief prior to submitting the request to the purchasing manager.
3. All special procurement forms must be submitted to the Purchasing Manager and then reviewed and approved by the Assistance Chief, Business Services.
4. All special procurements exceeding \$50,000 (life of contract) require Executive Committee approval. In this case, the special procurement form must be submitted to the Executive Committee as an attachment to the staff report.
5. The approved special procurement justification form will be included in the contract file.

### SECTION II – REQUEST INFORMATION

Department/Section: Support Services / Information Technology		Requested By: Scott Johnson	Date: January 26, 2017
Recommended Vendor: iPort Enterprise Solutions		Vendor Contact: Erin Hendersen	Vendor's E-mail Address: erinh@iportproducts.com
Vendor Address: 212 Avenida Fabricante, San Clemente, CA 92672		Vendor's Telephone #: 949-485-0351	
Type of Contract: <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Multi-Year <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Increase		Contract Term (Dates):	Contract Amount: \$118,937.56
<i>If the contract type is a Renewal, Amendment or Increase, please provide previous contract information with this request (PO, BO, previous approval date, Chief approval or EC approval, and dollar amount).</i>			Attachments: <input type="checkbox"/> Yes <input type="checkbox"/> No

### SECTION III – JUSTIFICATION

1. **Provide a detailed description of the product or service requested. Describe what it is. Attach additional sheet if necessary.**

Purchase 310 - rugged cases, magnetic vehicle mounting systems, wireless inductive charging stations, and 15 in-station charging base stations for Apple iPad Patient Prehospital Care (PCR) data tablets used in approximately 150 OCFA emergency vehicles by OCFA Operations personnel.

2. **Please state the reasoning for the special procurement and the special circumstances of why it would be in the best interest of OCFA to accomplish the procurement without a competitive bidding process. Provide a summary of findings (research and analysis) including any supporting documentation which validates your recommendation and demonstrates the nature of this request. Attach additional sheet if necessary.**

iPort Enterprise Solutions is the only vendor that met all of the mounting, power, and use requirements Staff developed for the iPad PCR data tablet replacements to the Windows PCR data tablets installed in 2012. The requirements included simple to operate, cost effective,

**SECTION III – JUSTIFICATION (continued)**

easy installation, magnetic mounting, wireless (inductive) charging capability, and ability to mount and view from multiple angles. Some vendors met some of the requirements, but iPort was the only vendor that met all requirements. iPort also provided test results demonstrating ability to withstand high-g acceleration loads.

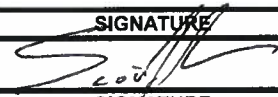


3. **Pricing - What efforts were made to get the best pricing (e.g., did you simply request a quote, negotiate a better price with the vendor, did the vendor provide a discount)? Please provide the quote with your special procurement request.**

Staff negotiated a 30% discount on all equipment ordered from iPort Enterprise Solutions. Total price before discount - \$169,560.80. 30% discount - \$50,868.24. Final price including \$245 shipping and handling - \$118,937.56.



4. **Will this purchase obligate the OCFA to future purchases (maintenance, licensing or continuing needs)?**  
(If yes, please explain how and what the future costs will be.)

Yes. Staff is requesting to standardize on iPort Enterprise Solutions rugged cases, vehicle mounting systems and inductive charging systems for mounting iPads in OCFA vehicles. Staff will need to purchase replacements if units are damaged, or additional systems are needed if more iPads are deployed in additional OCFA vehicles. Staff is requesting to establish a blanket order contract for this purpose.

**Special Procurement Request Submitted by:**

REQUESTORS NAME	SIGNATURE	DATE
Scott Johnson		1-18-17
DIVISION CHIEF/SECTION MANAGER NAME	SIGNATURE	DATE
Joel Brodowski		18-Jan-2017
ASSISTANT CHIEF NAME	SIGNATURE	DATE
Michael Schroeder		1/18/17

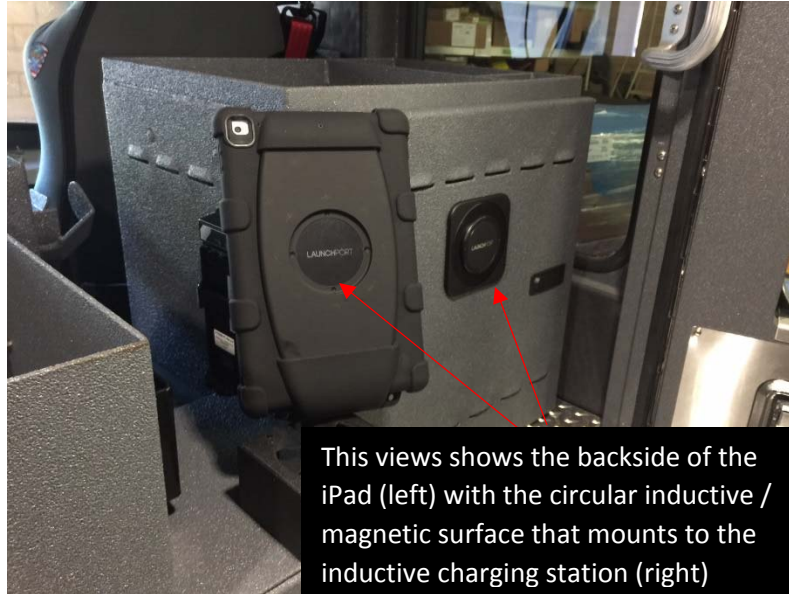
**Purchasing Manager's Comments:**

PURCHASING MANAGER'S APPROVAL	DATE
	1/18/17
ASSISTANT CHIEF BUSINESS SERVICES APPROVAL	DATE
	1/18/17

Executive Committee Approval Required ☒ Yes ☐ No Special Procurement over \$50,000

Executive Committee Approved: ☐ Yes ☐ No Date approved \_\_\_\_\_

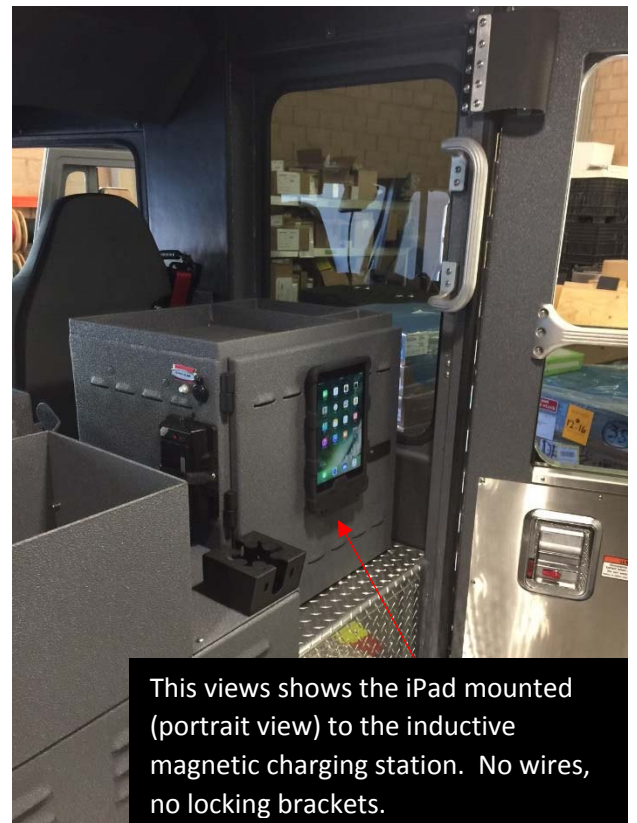
Example of iPad mounted in OCFA apparatus using iPort Enterprise Solutions rugged carry case, mounting system, inductive charging system



This views shows the backside of the iPad (left) with the circular inductive / magnetic surface that mounts to the inductive charging station (right)



This views shows the iPad mounted (landscape view) to the inductive magnetic charging station. No wires, no locking brackets.



This views shows the iPad mounted (portrait view) to the inductive magnetic charging station. No wires, no locking brackets.



**Orange County Fire Authority**  
**AGENDA STAFF REPORT**

**Executive Committee Meeting**  
**January 26, 2017**

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

**Approval to Purchase Additional Microsoft Software Licenses**

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**Contact(s) for Further Information**

Mike Schroeder, Assistant Chief  
Support Services Department

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

714.573.6008

Joel Brodowski, IT Manager

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

714.573.6421

**Summary**

This agenda item seeks approval to purchase an additional three hundred and nine (309) Microsoft software licenses in the amount of \$113,991.73 from P.C. Mall – Government (PCMG, Inc.) utilizing the existing three-year Microsoft Enterprise Agreement with PCMG, Inc., the vendor offering the lowest price of five that participated through the County of Riverside's negotiated agreement #RIVCO-20800-005.

**Prior Board/Committee Action**

On June 18, 2015, the Executive Committee awarded a three-year contract to PCMG, Inc. for the renewal of the OCFA's Microsoft Enterprise License Agreement (MELA).

**RECOMMENDED ACTION(S)**

Approve and authorize the Purchasing Manager to issue a purchase order to PCMG, Inc. for the purchase of 309 additional Microsoft software licenses in the amount of \$113,991.73 (prorated for the remaining contract term ending July 31, 2018), contingent upon approval of the Mid-Year Budget.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

The funding has been requested during the FY 2016/17 mid-year budget request process. In the event funding is not approved with the mid-year budget process, staff will identify another project within the approved budget that is of lower priority/urgency, and which can be delayed in order to ensure these licenses are funded as a top priority.

**Background**

The OCFA utilizes Microsoft software as the primary computer operating system and suite of business programs for all employees at the Regional Fire Operations and Training center (RFOTC) and 73 fire stations. This MELA features a new Microsoft hybrid cloud-based technology that includes Office 365 (Word, Excel, PowerPoint, Outlook, OneNote, etc.) Skype for Business, OneDrive, SharePoint, Azure, and other programs. With the new technology, employees have much improved collaboration opportunities with the ability to securely access work-related documents from any computer at any OCFA facility as well as from personal computers, smart-phones, and tablets that are connected to the internet. Staff has recently been directed to provide

Microsoft licenses to all Reserve firefighters (200), Board of Directors (25), Chaplains (9), Academy recruits and extra-help employees (75) so that all employees will have access to OCFA's e-mail, intranet (TheHIVE), Office 365, and OneDrive. This requires purchasing the additional 309 licenses and deploying the software to those not included in the original contract. The original contract was for 1,253 licenses. An additional 75 licenses at a cost of \$34,160.25 were added in August 2016 bringing the total to 1,328 licenses. This request of 309 licenses will increase the total licenses to 1,637. Previously, the OCFA purchased Microsoft software licenses for active employees only.

**Microsoft Enterprise License Agreement Summary of Costs**

	<b>Employee licenses</b>	<b>Year 1 8/1/15 - 7/31/16</b>	<b>Year 2 8/1/16 - 7/31/17</b>	<b>Year 3 8/1/17 - 7/31/18</b>	<b>Total</b>
Original contract	1,253	\$324,525.94	\$324,525.94	\$324,525.94	\$973,577.82
Add 75 lic. 8/1/16	75	\$0.00	\$20,435.25	\$13,725.00	\$34,160.25
Add 309 lic. 2/1/17	309	\$0.00	\$57,444.73	\$56,547.00	\$113,991.73
	<b>1,637</b>	<b>\$324,525.94</b>	<b>\$402,405.92</b>	<b>\$394,797.94</b>	<b>\$1,121,729.80</b>

**Attachment(s)**

PCMG Price Quote





1940 E. Mariposa Ave., El Segundo, CA 90245



**Orange County Fire Authority / Off County of Riverside RIVCO-20800-015-12/19 - Additional Licenses - 1/9/2017 - R5**

Part #	Item Name	Yr 2 & 3 Price	Qty	Yr 2 & 3 Ext.
<b>Enterprise Online Services</b>				
<b>Below is for Year 2 of the additional 50 Office 365 licenses and is pro-rated for 8 Months 12/1/2016 - 7/31/2017 (to cover the Online Reservation from 12/2016)</b>				
AAA-10842	Off365PE3 ShrdSvr ALNG SubsVL MVL PerUsr	\$ 122.00	50	\$ 6,100.00
<b>Below is for Year 2 of the Additional Office 365 Licenses and is pro-rated for 6 Months 2/1/2017 - 7/31/2017</b>				
U5J-00002	ECALBridgeO365 ALNG LicSAPk MVL Pltfrm UsrCAL	\$ 89.47	309	\$ 27,646.23
AAA-10842	Off365PE3 ShrdSvr ALNG SubsVL MVL PerUsr	\$ 91.50	259	\$ 23,698.50
<b>Below is for Year 3 of the Additional Office 365 Licenses and is for 12 full months 8/1/2017 - 7/31/2018</b>				
AAA-10842	Off365PE3 ShrdSvr ALNG SubsVL MVL PerUsr	\$ 183.00	309	\$ 56,547.00
<b>Year 2 Annual Payment:</b>				<b>\$ 57,444.73</b>
<b>Year 3 Annual Payment:</b>				<b>\$ 56,547.00</b>
<b>2 Year Total:</b>				<b>\$ 113,991.73</b>